

DECLARATION OF RESTRICTIONS

COUNTRY CLUB GARDENS - CAMERON PARK

DORADO ESTATES, a California Corporation, Post Office Box 158, Shingle Springs, California 95682, owner of a certain tract of land and subdivision situated in the County of El Dorado, State of California, generally known and described as Country Club Gardens, the original plat of which was recorded in the Office of the County Recorder of El Dorado County, California, in Book D of Maps, Page 75, does hereby certify and declare that it has established and does hereby establish the following restrictions, covenants, conditions, servitudes, easements, and reservations, subject to which said parcels of lots and portions thereof shall be held, used, leased, sold, and conveyed, each of which is for the benefit of said property and each and every owner thereof, both present and future, and shall inure to and pass with the said property or any portion thereof and shall apply to and bind their respective successors in interest of the present owners and their heirs, executors, and administrators as follows:

1) No lot shall be used except for residential purposes in accordance with such use as set forth in Section 9412.1, Regulation for RM Districts of the El Dorado County Department of Planning, September, 1965, and/or as these Regulations may thereafter be amended by the County of El Dorado.

2) No structure or any part thereof shall be erected upon any lot or lots nearer to the street or streets adjacent thereto than twenty (20) feet from the front lot property line, or closer than fifteen (15) feet from the rear lot property line, or closer than ten (10) feet to any side lot property line except no side setback shall be required for any commonwall dwelling constructed from a precise plan approved by the County of El Dorado. No side yard shall be required for a detached garage or other permitted accessory building located fifty (50) feet or more from the front property line.

3) No building shall be erected, altered, placed, or permitted to remain on any lot unless it is approved by the Architectural Committee, as provided in Paragraph 12 hereof.

4) No trailer, basement, tent, shack, garage, or other outbuilding shall be used as temporary or permanent residence. When erection of a structure is once begun the work thereon must be prosecuted diligently and said structures must be completed within a reasonable time, said reasonable time to be determined by the Architectural Committee.

5) No animals, livestock, poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other small household pets may be kept providing that they are not kept, bred, or maintained for any commercial purpose.

a) The provisions hereof are made in contemplation of individual family residential units being sold and conveyed in fee simple with property lines running from front to rear lot lines, being consistent with centerline location of party or commonwalls on such side lot lines.

b) That upon approval by the County of El Dorado of precise site plans, side yards shall not be required for such commonwall dwellings, and that individual residential lots shall be less than the usual minimum lot size specified in the Regulations of RM Districts by the El Dorado County Department of Planning, provided that over-all density of dwelling units to gross land area shall not exceed the density specified by the Zoning Regulations of the County of El Dorado and/or the specific density determined by the County of El Dorado for such commonwall dwellings by approval of precise site plans.

c) Applying only to commonwall dwellings easements for installation and maintenance of utilities and drainage structures are reserved herewith along and in commonwalls, across each structure under the subfloor and over the ceiling joists, said utilities and drainage structures to run in areas normally accessible from under-floor and attic access ways or doors.

An easement for the joint use and maintenance of a party wall over, along, and across a strip of land not to exceed eight (8) inches wide on each adjoining side lot line except for the first twenty (20) feet and rear fifteen (15) feet of any lot on which no building structure is permitted.

All party walls shall be maintained and repaired at the joint and equal expense of the adjoining owners; subject, however, to the obligation of the respective owners to immediately repair any damage to said commonwall resulting solely from their fault or neglect.

In the event it should be determined that such a party wall has been constructed in such a manner that it encroaches on the adjoining lot in excess of eight (8) inches, then in such instance, there is hereby created an easement for the continued encroachment thereof for the period of the existence of the structure.

12) No buildings, fences, walls or other permanent structure shall be erected or altered or placed on any lot in said subdivision until building plans, specifications, and plot plans showing the location of the structures on the lot have been submitted to, and approved in writing, as to conformity and harmony

16) The various restrictive measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of the lots or parcels in said subdivision and failure by the Declarant or any other person or persons entitled so to do to enforce any measure or provision upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right so to do.

17) These covenants, restrictions, and agreements shall run with the land and shall continue in full force and effect until 2010 which time the same shall be automatically extended for successive periods of ten (10) years unless by a duly executed and recorded statement the then owners of sixty (60) per cent or more of said lots in said subdivision, shown on the recorded map thereof, elect to terminate or amend such restrictions in whole or in part.

18) Each grantee of a conveyance or purchaser under a contract or agreement of sale, by accepting a deed or a contract of sale or agreement of purchase, accepts the same subject to all of the covenants, restrictions, easements, and agreements set forth in this Declaration, and agrees to be bound by the same.

19) No delay or omission on the part of Declarants or their successors in interest or on the part of the owner or owners of any of said sites, in exercising any right, power, or remedy herein provided in the event of any breach of said conditions herein contained, shall be considered as a waiver thereof, or acquiescence therein.

Dated this 25th day of November, 1966.

DORADO ESTATES

/s/ Ray D. Henderson
Ray D. Henderson, President

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