

008887

When recorded mail to:

LIBERTY TITLE AND ESCROW COMPANY
1624 Santa Clara Drive, Suite 100
Roseville, California 95661
Attention: Subdivision Department

OFFICIAL RECORDS
EL DORADO COUNTY-CALIF.
RECORD REQUESTED BY:
Liberty Title & Escrow Co

001
FEB 17 9 26 AM '87
CORREY CARR
COUNTY RECORDER (11)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Deer Trails Estates

The subdivision that applies to this Declaration is known as Deer Trails Estates, being more particularly described as follows:

Lots 1 through 30, inclusive, of Deer Trails Estates, as shown and described on that certain Map recorded FEBRUARY 17, 1987, in Book 9 of Maps, Page 55, El Dorado County Records.

The undersigned do hereby declare they are the owners and vendors of said real property, and do hereby certify and declare they have established the following covenants, conditions and restrictions subject to which all lots of said subdivision shall be held, used, leased, sold and conveyed, each of which is for the benefit of said property and each and every lot and parcel thereof, and shall apply to and bind the respective heirs, executors, administrators and successors in interest and assigns of the Declarants as follows:

1. Requirements for Dwellings

No dwellings shall be erected upon any lot within the subject property which has a fully enclosed ground floor area (exclusive of any porch, patio, garage or other accessory building, whether or not attached to such dwelling) of less than one-thousand five-hundred square feet (1,500 Sq.Ft.). If the dwelling is erected upon more than one (1) level, the total square footage of the aggregate ground floor areas (exclusive of any porch, patio, garage or other accessory building, whether or not attached to such dwelling) shall not be less than one-thousand two-hundred square feet (1,200 Sq.Ft.), and upper floor area of no less than eight-hundred square feet (800 Sq.Ft.).

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Deer Trails Estates

No buildings other than one (1) detached single-family private residence, a private garage for the use of the occupants of such residence, and other usual and appropriate outbuildings and structures incident and appurtenant to a private residence shall be erected or maintained on any lot or plot in the subdivision.

The term "private residence" is intended to exclude every other form of dwelling for the occupancy of more than one (1) family, but is not intended to exclude a "guest house" incident to a private residence for the entertainment of social guests, nor servants quarters for employees employed on the premises.

2. Recreational Vehicle (RV) Storage

Trailers, motorhomes, pick-up campers and inoperable vehicles shall be stored off the road and behind the building setback lines as established by El Dorado County Zoning Ordinances, except that said vehicles may park on the road (if lawfully parked) for not more than three (3) days during any thirty (30) day period.

The term "inoperable vehicle" is described as a self-propelled vehicle which cannot or may not be started and driven on public streets and highways without first performing repairs, adding or replacing a part, accessory or equipment such as adding or replacing a battery, wheel, muffler or windshield.

3. Garbage Collection

From, and at all times following the occupancy of any residence constructed upon any lot within the subject property, the owner thereof shall subscribe to weekly garbage collection services provided by a duly franchised refuse collector. All incinerators used for the purpose of

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Deer Trails Estates

burning trash or other waste shall be of concrete or metal with one (1) or more vent screens of one-quarter inch (1/4") mesh or finer, placed on bare ground within an area of not less than ten feet (10') in radius from such incinerator.

4. Animals

No animals, livestock or poultry of any kind shall be kept on any residential lot or lots, 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 on the aforesaid residential lots.

5. Architectural Control

No building or other permanent structure shall be placed on any lot in said subdivision until such building plans, specifications and plot plans showing the location of the structures on the lot have been submitted to an Architectural Control Committee composed of Jon W. Peterson and Robert C. Platt, and approved in writing, as to conformity and harmony of external design and as not to interfere with the reasonable enjoyment of any other lot in said subdivision.

Upon failure of the Committee or its designated representative to approve or disapprove such plans and specifications within thirty (30) days after same have been delivered to the Committee, approval thereof will be deemed to have been made, provided the proposed construction otherwise complies with the provisions of this Declaration.

6. Enforcement

Declarant, each person for whose benefit this Declaration inures, and

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Deer Trails Estates

the County of El Dorado, may proceed at law or in equity to prevent the occurrence, reoccurrence or violation of any provision of this Declaration. In the event that it becomes necessary for said party or parties to institute legal proceedings for such purpose, the prevailing party shall be entitled to all costs, including reasonable attorneys' fees related to the prosecution of such proceeds as determined by a court of competent jurisdiction.

The remedies specified herein are cumulative and nonexclusive, such that resort to them shall not be deemed a waiver, or to preclude resort to any other remedy available at law or in equity for the enforcement of the provisions contained in this Declaration. No delay or failure on the part of any person entitled to enforce this Declaration, to invoke an available remedy with respect to a violation of any provision of this Declaration, shall be deemed to be a waiver by that party of any right available upon reoccurrence or continuance of said violation, or the occurrence of a different violation.

7. **Severability**

Each and every provision of this Declaration is, and shall be independent of and severable from, any other provision herein. If any provision shall be held by a court of competent jurisdiction to be invalid or unenforceable all remaining provisions shall remain in full force and effect.

8. **Amendments**

This Declaration may be amended at any time with the approval of the County of El Dorado by an instrument duly executed by owners of a two-thirds (2/3) majority of the lots which comprise the subject

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Deer Trails Estates

subdivision.

9. Time Limit

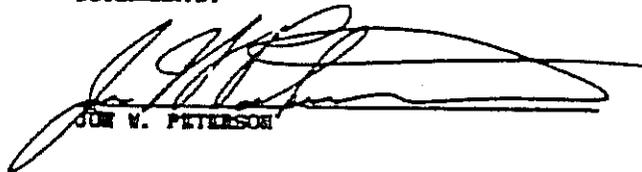
Covenants, conditions and restrictions set forth in this Declaration shall be considered binding for a period of twenty (20) years from the date of recordation with automatic renewal at the end of that time.

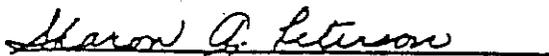
10. Headings

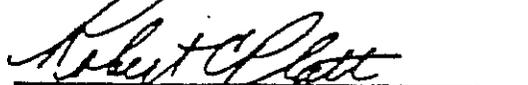
The paragraph headings in this Declaration are for convenience of reference and shall not constitute a part hereof.

IN WITNESS WHEREOF, Declarants have caused this Declaration to be executed on the 31st day of October 31, 1986.

DECLARANTS:


JOHN W. PETERSON

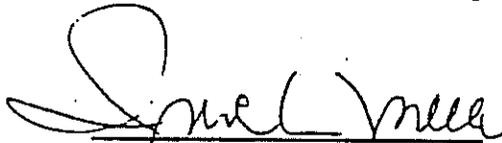

SHARON A. PETERSON


ROBERT C. PLATT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Deer Trails Estates

STATE OF CALIFORNIA)
COUNTY OF Placer) S.S.

On this the 31st day of October, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JON W. PETERSON and SHARON A. PETERSON, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same.


Signature

NOTARY OFFICIAL SEAL OR STAMP

