

202-54019-25

WHEN RECORDED MAIL TO:

GEORGE C. HSIEH  
THEODORE S. URBAN  
P.O. BOX 2173  
ORINDA, CA 94563



El Dorado, County Recorder  
William Schultz Co Recorder Office  
DOC- 2002-0091122-00

Acct 6-PLACER TITLE CO

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**DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS  
LA VENTANA OESTE,  
PHASE 2**

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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
LA VENTANA OESTE, PHASE 2

This declaration is made on the date hereinafter set forth by George C. Hsieh and Theodore S. Urban, hereinafter referred to as "declarants", as follows:

WHEREAS, Declarants are the owners of certain real property situated in El Dorado County, California, described as Lots 11 through 27 shown on that subdivision map entitled "La Ventana Oeste, PHASE 2, recorded in the office of the Recorder of El Dorado County, California in Book "I" of maps at page 125, on the 14th day of February, 2002  
and

NOW, THEREFORE, Declarants hereby declare that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title, or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I-Property Owners Rights and Obligations

Section 1. Uses Permitted. Lots shall be used solely for single family residential purposes and no buildings shall be erected or permitted to remain on any lot other than one single family dwelling, a private garage for the occupants use, and other usual outbuildings incidental and appurtenant to a private dwelling as permitted by county ordinance.

Section 2. Minimum Size. No dwelling shall be constructed or permitted to remain on any lot having total floor area, exclusive of open porches and garages, of less than 2,000 square feet.

Section 3. Storage Areas. Storage and service areas shall be enclosed by a fence or other enclosure. No structure of a temporary nature such as a trailer, basement, tent etc., shall be used on any lot as a residence, either temporarily or permanently.

Section 4. Roof Top Units. Roof top heating and/or air conditioning units must not be visible from the street. Propane tanks must be screened from view from the street.

Section 5. Dwelling Completion. Once construction of a dwelling is commenced, the exterior, including finished painting must be completed within 12 months.

Section 6. Landscaping. Landscaping of the front yard of any lot must be completed within one year from occupancy of the dwelling. Every owner of a lot or parcel within the property shall be responsible for maintaining in good attractive condition, landscaping on those portions of the lot or parcel which are visible from any street within the properties.

Section 7. Antennas. No roof antennas are permitted. Other electronic receivers, dishes, etc., must be screened from the street.

Section 8. Off Street Parking. No boats, boat trailers, house trailers, recreation vehicles, or other vehicles including commercial and construction equipment shall be regularly parked on the street, driveway, or upon any lot unless they are behind a fence or in an enclosed garage so as to be reasonably shielded from view from the street.

Section 9. Vehicle Repairs. No major mechanical repairs shall be made to any vehicle outside the covered areas of the garage.

Section 10. Storage of Trash. Rubbish, garbage, trash and all refuse shall be stored in sanitary containers, Such containers and refuse shall be concealed so as not to be visible from the street.

Section 11. Overhead Service Lines. No overhead telephone, cable TV, or electrical service lines may be constructed on any lot.

Section 12. Lot Line Setbacks. No portion of any structure shall be less than 20 feet from the front lot line and no fence shall be more than 3 feet high within the front set back area. Other setbacks shall be as permitted by County ordinance. Side yard and backyard fences shall not exceed 6 feet in height and if of solid wood shall be "good neighbor" design.

Section 13. Slope Control. The existing slope or conformation of any lot shall not be unreasonably altered, nor shall any structure, retaining wall, planting or other activity be taken which unreasonably retards, changes or otherwise interferes with the natural flow of surface and/or drainage waters to the actual or threatened injury of any other lot, or which creates erosion or sliding problems.

Section 14. Nuisances. No noxious or offensive activity shall be carried on upon any lot which may become an annoyance nuisance to the neighborhood.

Section 15. Livestock, Poultry And Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept outside the interior of the dwelling on any lot except dogs and/or cats (not exceeding two adults each) which are kept as household pets. No animals, livestock or poultry of any kind shall be kept, raised or bred for commercial purposes. No structures for the sole habitation of said animals shall be located or kept within twenty-five(25) feet of any dwelling units erected on adjacent lots without the consent of the persons then occupying said adjacent dwelling. All dogs shall be kept on leash when off the pet owner's property.

Section 16. Architectural Control. No building, fence, wall or other structure shall be erected, placed or altered in external design or color on any lot until construction plans and specifications, the exterior color scheme, and a plan showing the location of the structure on the lot have been filed with, and approved in writing by, the Architectural Control Committee as to conformity and harmony of external design and appearance with surrounding development, and as to location of the building and finished grounds elevation. In the event said committee fails to approve or disapprove such design and location within thirty(30) days after said plans have been submitted to it, approval will not be required and this Section will be deemed to have been complied with.

Article II - Architectural Control Committee

Section 1. Memberships. The Architectural Control committee shall be composed of a representative of the Declarant, or the Assignee. Responsibility of Architectural Control shall be automatically transferred to Cameron Park Community Services District upon completion of the initial construction of homes on all of the affected lots.

Section 2. Procedures. Requests for approval shall be submitted to the Committee or designated representative, along with one (1) set of plans. The Committee's approval or disapproval as required in these Covenants shall be in writing and the Committee shall not arbitrarily or unreasonably withhold its approval of any plans or request submitted to it pursuant hereto. The committee shall have the power to establish and grant variances from these covenants where extraordinary circumstances warrant.

Section 3. responsibility: Neither Declarant nor the Committee nor any member(s) thereof, nor any successor(s) or assign(s) thereto or thereof, shall be liable in damages to anyone submitting any plans or request(s) to them for approval, or to any owner of land affected by these Restrictions by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or request(s) or failure to enforce any covenant, condition or restriction herein. Every person who submits plans or request(s) the Committee for approval agrees, by submission thereof, and every owner of any said property agrees by acquiring title thereto, that he will not bring any such action or suit to recover any such damages.

ARTICLE III - EASEMENTS

Section 1. Easements for Utilities and Maintenance. Easements over and under the Subdivision for the installation, repair and maintenance of electric, telephone, water, gas and sanitary sewer lines and facilities, heating facilities, cable lines, drainage facilities, walkways and landscaping as shown on the recorded map of the property, and as may be hereafter required or needed to service the Subdivision, are hereby reserved by Declarant and its successors

and assignees, together with the right to grant and transfer the same.

Section 2. Creation of Easements. Declarant shall have the right at any time prior to acquisition of title by any grantee, to establish additional easements, reservations and rights of way to itself, its successors and assigns in any conveyance of the property or any portion thereof. Declarant or the organization for whose benefit easements, reservations and rights of way have been established shall have the right at any time to cut and remove any trees or branches or any other unauthorized object from easements, reservations and rights of way.

Section 3. Easements for Utilities And Drainage Maintenance: Easement for the installation and maintenance of utilities and drainage facilities are reserved as shown on the filed map of El Dorado County. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may cause damage or interfere with the installation or flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

#### ARTICLE IV- AMENDMENT OF DECLARATION

A. Prior to the close of escrow on the sale of the first lot, Declarant may amend or revoke this Declaration subject to the requirements of Business and Professions Code 11012 and 11018.7.

B. After sale of the first lot this Declaration may be amended only by written consent of the owners of 60 percent of the lots, with each lot entity its owners collectively to cast 1 vote.

#### ARTICLE V- General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be binding on the Owner of any lots, their legal representatives, heirs, grantees, tenants, successors and assigns, subject to this Declaration, for a term of 30 years from the date this Declaration is recorded. Thereafter, they shall be automatically extended for successive periods of 10 years, unless an instrument in

writing, signed by the Owners of a majority of the lots has been recorded within the year preceding the beginning of each successive period of 10 years, agreeing to change said covenants and restrictions in whole or in part, or to terminate the same.

Section 2. Breach.

(a) Enforcement. The result of every act or omission whereby any of the covenants contained herein are violated in whole or in part is hereby declared to be and constituted a nuisance. The provisions of this Declaration may be enforced by the Declarant or its successors in interest, or by the Cameron Park Community Services District.

(b) Attorney's Fees. In any legal proceeding for the enforcement of this Declaration, the losing party or parties shall pay the attorney's fees of the prevailing party or parties in such amount as may be fixed by the court in such proceedings.

Section 3. Time Limits. Except as herein provided, the failure to enforce any restrictions herein contained shall in no event constitute a waiver of the right to do so thereafter nor of the right to enforce any other restriction herein.

Section 4. Assignability. Any and all of the rights and powers of the Declarant herein contained may be assigned by Declarant to any person.

Section 5. Acceptance. Every person who now or hereafter owns or acquires any right, title, estate or interest in any lot covered by these Covenants is and shall be deemed to have consented and agreed to every Covenant and restriction contained in this declaration.

Section 6. Effect of Deed of Trust. Nothing contained in this Declaration shall impair or defeat the lien of any mortgage or Deed of Trust made in good faith and for value, but title or any property subject to this Declaration obtained through sale in satisfaction of any such mortgage or Deed of Trust shall thereafter be held subject to all of the restrictions and provisions hereof.

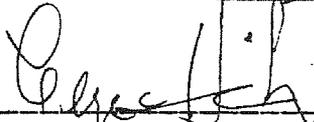
Section 7. Severability. Invalidation of any one of these Covenants by judgment of a court shall in no way affect any of the other provisions which shall remain in full force and effect.

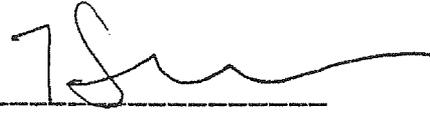
Section 8. Fair Housing. No owner shall forbid or restrict the conveyance, encumbrance, mortgaging or occupancy of his lot to any person of a specified race, sex, marital status, color, religion, ancestry, or national origin.

ARTICLE VI - INCORPORATION OF ADDITIONAL PROPERTIES

PHASE 2 is the final phase of La Ventana Oeste Subdivision approved by the county of El Dorado. There are no more phase(s) to be incorporated into this project in the future.

Executed this 20<sup>th</sup> day of NOVEMBER, 2002

  
\_\_\_\_\_  
George C. Hsieh

  
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Theodore S. Urban

Declarants of La Ventana Oeste, Phase 2

