

020997

12.0

RECORDING REQUESTED BY:
FIRST AMERICAN TITLE
ESCROW NUMBER 01213-SUB
When Recorded Return to:

OFFICIAL RECORDS
EL DORADO COUNTY-CALIF.
RECORD REQUESTED BY:
First American Title Co.

Christian P. Gottschalk
2860 Hotchkiss Ct.
Cameron Park, CA 95602

APR 15 2 50 PM '87

DOROTHY GARR
COUNTY RECORDER

13th

5

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
THE WOODS

THIS DECLARATION made on the date hereinafter set forth by CHRISTIAN P. GOTTSCHALK; hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in an unincorporated area known commonly as Cameron Park, County of El Dorado, State of California, which is more particularly described as:

"Lots 1 to 5 as shown upon that certain map filed in the office of the County Recorder of El Dorado County, State of California, in Map Book "E" at Page 60, (hereinafter referred to as the "subdivision").

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

Section 1. No lot shall be used for any purpose other than a single-family residence in accordance with El Dorado County Department of Planning Regulations for R-1 Zone.

Section 2. Each residence on each lot shall contain a minimum of 1,500 square feet of living space exclusive of porch, garage, and patio.

Section 3. No resubdivision of individual lots shall be allowed that would result in the area of a lot being less than the area initially shown for such lot on the recorded Subdivision Map described above.

Section 4. No residential structure shall be erected, altered, placed, or permitted to remain on any lot closer than twenty feet (20') to an adjoining public street, except that in the case of a corner lot abutting on two streets, the Architectural Committee may allow a residential structure to be erected, altered or placed no closer than fifteen

BOOK 2737 PAGE 453

RECEIVED
OCT 9 1987

CAMERON PARK COMMUNITY
SERVICES DISTRICT

feet (15') to the street at the side of the structure. Setbacks from the side property lines shall be a minimum of ten feet (10') and from the rear property line a minimum of fifteen feet (15').

Section 5. No building or other structure shall be erected, altered, placed, or permitted to remain on any lot unless it is approved by the Architectural Committee, as provided in Section 16 hereof.

Section 6. No trailer, mobile home, motor home, recreational vehicle, basement, tent, shack, garage, or other outbuilding shall be used as a temporary or permanent residence.

Section 7. When erection of a structure is once begun, the work thereon must be prosecuted diligently and said structure must be completed within a reasonable time, said reasonable time to be determined by the Architectural Committee.

Section 8. No animals, livestock, or 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, provided that they are not kept, bred, or maintained for any commercial purpose. In the keeping of permitted small, household pets, owners and occupants shall not permit such pets to "run at large" as defined in the El Dorado Animal Control Ordinance and in all other respects shall comply with the provisions of said Ordinance.

Section 9. No billboard or advertising shall be placed on any lot in the subdivision, excepting customary signs advertising the real property for sale which do not exceed dimensions of two feet (2') by three feet (3'), without the prior written approval of the Architectural Committee.

Section 10. No "solid" panels or television dish antennas shall be installed or placed upon any lot without the prior written approval of the Architectural Committee pursuant to Section 16.

Section 11. All fences shall be of wood, masonry, or other materials approved by the Architectural Committee pursuant to Section 16, and no chain link fencing shall be permitted.

Section 12. No composition roofs shall be installed on any structure on any lot.

Section 13. No derrick or other structure designed for use in boring, mining, or quarrying for oil, gas, water, or minerals shall be erected, placed, maintained, or permitted to remain on any portion of the subdivision.

Section 14. No owners or occupants of any lot in the subdivision shall place, store, park, or keep house-trailers, mobile homes, motor homes, boats, recreational vehicles, or commercial-type vehicles on any street adjacent to any lot or on any lot except in an enclosure approved

by the Architectural Committee. All vehicles shall be parked in appropriate locations, such as garages and driveways, and no vehicles shall be parked upon any street for more than 24 consecutive hours.

Section 15. No owners or occupants of any lot in the subdivision may place, store, or keep building materials or appliances (except during the course of construction or remodeling, which has been approved by the Architectural Committee) or other materials of any nature which detract from the residential character and aesthetic appearance of the neighborhood, nor shall owners or occupants place, store, or keep unsightly boxes, bottles, or cans on premises, unless kept enclosed by fencing, approved by the Architectural Committee, so that such unsightly objects may not be visible from any street or other lot.

Section 16. No building, fence, wall, or other structure shall be commenced, erected, moved onto, or maintained on any lot in the subdivision, nor shall any exterior addition to or change or alteration therein be made until the plans, specifications, and plot plans showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Committee composed of three (3) or more persons appointed initially by Declarant. Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant. If any member resigns or is unable to act, the remaining member(s) shall discharge the functions of the Committee. At any time the Declarant may, by recorded statement, relinquish the right herein to appoint and maintain the Committee, and may transfer that right and authority to the Cameron Park Community Services District or any other entity or organization properly engaged in the enforcement of Covenants, Conditions, and Restrictions in Cameron Park. No member of any architectural committee, however created, shall receive any compensation or make any charge for his services as such. Until the deed of trust recorded at Book 2570, Page 168, Official Records, of El Dorado County, has been fully reconveyed, Richard L. Y. Smith and Kimberly Beal, or other persons that either may designate in his or her deed, shall have the right to serve on the Architectural Committee.

In the event the Architectural Committee fails to approve or disapprove plans and specifications within thirty (30) days after the same have been delivered to the Committee and a written receipt therefor received, and/or delivered to the Committee by registered or certified mail, approval thereof will be deemed to have been made, provided the proposed construction complies with all the provisions otherwise of this Declaration, with El Dorado County building and zoning regulations, and with all other applicable laws and regulations.

Section 17. No owners or occupants shall create a nuisance to the neighborhood. For the purpose of this Declaration, the word "nuisance" shall be defined as the commission of any act which shall be offensive to the Declarant, its successors, agents, or assigns, and/or 66-2/3% of the owners of lots within the subdivision. The existence of such nuisance shall be determined when the Declarant, its successors, agents or assigns

and/or 66-2/3% of the owners shall sign a notice addressed to and delivered to the owners of any lot or parcel on which such a nuisance is created, advising that the nuisance exists and requesting immediate abatement thereof. Such a notice shall be delivered by registered mail and within thirty (30) days after receipt thereof by the owners of any lot or parcel creating such nuisance, the notifying lot owners and/or Declarant, its successors, agents or assigns may by appropriate proceedings institute legal action to enforce abatement.

Section 18. 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 to any property subject to this Declaration obtained through sale in satisfaction of any lien, mortgage, or deed of trust, made in good faith and for value, shall be subject to all of the restrictions and provisions hereof.

Section 19. Any breach or violation of any of the conditions herein contained may be enjoined, abated, or remedied by appropriate proceedings by any owner or owners of a lot or lots in said subdivision and any damages for any breach of the terms, restrictions, and provisions of this Declaration are hereby declared not to be adequate compensation, and the continuation thereof may be enjoined or abated by appropriate proceedings by the Declarant or by the owner or owners of any other lot or lots in said subdivision. If any action at law or in equity is brought to enforce or interpret the provisions of this Declaration, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he may be entitled.

Section 20. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 21. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless prior to any such extension an instrument signed by at least seventy-five percent (75%) of the then-owners of the lots has been recorded agreeing to terminate these covenants and restrictions. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

Section 22. 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 conditions, covenants, restrictions, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration.

Section 23. 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 lots, 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.

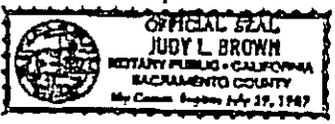
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 29th day of August 1986.

Christian P. Gottschalk
CHRISTIAN P. GOTTSCHALK

Suzee Gottschalk
SUZEE GOTTSCHALK

STATE OF CALIFORNIA }
COUNTY OF EL DORADO }

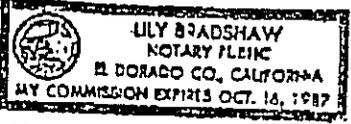
On this 29th day of August 1986, before me, the undersigned notary in and for said County and State, personally appeared CHRISTIAN P. GOTTSCHALK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he executed it.



Judy L. Brown
JUDY L. BROWN
NOTARY PUBLIC

STATE OF CALIFORNIA
COUNTY OF El Dorado
On March 27, 1987 before me, the undersigned, a Notary Public in and for said State, personally appeared SUZEE GOTTSCHALK

provided to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.



WITNESS my hand and official seal.
Signature *Lily Bradshaw*

(This area for official notarial seal)

END DOCUMENT
2707 not 457