

AFTER RECORDING RETURN TO:
Reynen & Bardis
9985 Folsom Blvd.
Sacramento, CA 95827

OFFICIAL RECORDS
RECORDED AT REQUEST OF
FIRST AMERICAN TITLE

NOV 16 1984

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
VIEWPOINTE

AT 8 MIN. PAST 8 O'CLOCK A.M.
EL DORADO COUNTY, CALIFORNIA
900 Shirley Carr, Recorder

THIS DECLARATION made on the date hereinafter set forth by Reynen & Bardis, a general partnership, 9985 Folsom Blvd., Sacramento, CA 95827, hereinafter referred to as "Declarant".

WITNESSETH:

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

Lots 1 thru 112, inclusive, as shown on the map entitled "Viewpointe", filed in the office of the County Recorder, El Dorado County, California, in Book G of Maps, Map No. 12.

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 or 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 except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single-family dwelling and a private garage, which may be attached to or separate from the dwelling unit; provided, however, that lots owned by the Declarant may be used as models and sales offices and construction offices for the purpose of selling the Lots in "Viewpointe" until all of the dwellings thereon are sold by Declarant.

Section 2. No structure within "Viewpointe" shall be more than 30 feet in height, measured from the highest elevation of the lot upon which it is constructed to the highest point of the structure. The total square footage of any structure located on any of the lots in said Viewpointe subdivision shall have a minimum square footage of 1,000 square feet exclusive of any patios, open porches and garages. All buildings shall have tile, wood shingle, shake or composition roofs. The following lots shall be restricted to single story dwellings only: Lots 109, 110 and 111.

Section 3. No dwellings shall be permitted on any Lot at a cost of less than \$40,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure

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that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

Section 4. 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 5. 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 Control Committee may allow a residential structure to be erected, altered or placed no closer than ten feet (10') to the street at the side of the structure.

Section 6. No building shall be erected, placed or altered on any Lot until the construction plans, including a plot plan and specifications, have been approved by the Architectural Control Committee as to the type and quality of design and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation.

In the event of any inconsistency between them, plans shall take precedence over specifications and the Owner shall be responsible for constructing all improvements in accordance with the approved plans. All plans for structural improvements or alterations shall be submitted and approved by the Architectural Control Committee as provided in Section 17.

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 Control 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 County 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 "Viewpoint", 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 Control Committee.

Section 10. No derrick or other structure designed for use in boring, mining or quarrying for oil, gas, water or minerals shall ever be erected, placed maintained or permitted to remain on any portion of the subdivision.

Section 11. (A). Except as expressly provided below, no vehicle which exceeds 12,000 pounds gross vehicle weight, or has a wheelbase exceeding 133 inches, or is fitted with dual rear wheels, or any bus, boat, trailer, farm vehicle, camper body, or aircraft shall be permanently or semipermanently parked in "Viewpoint" or on any Lot (including the driveway), except for occasional periods of time of not more than 24 hours. An exception to the foregoing shall be as follows: The county of El Dorado has required that each Lot have one ten foot sideyard. It shall be permissible to park above-described vehicles in such sideyard provided (a) they are not in the front yard setback area, and (b) that they are parked behind a fence at least six (6) feet high. The fence may have a gate. However, the fence and gate shall be of solid material so that it is not possible to see through them. (B). The parking of any commercial type vehicle shall be deemed a nuisance to others within the meaning of this Article. (C). No vehicle of any type (including motorcycles) shall be permanently or semi-permanently parked in or upon any of the streets within "Viewpoint" or on any Lot for the purpose of accomplishing repairs thereto or the reconstruction thereof, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle.

Section 12. (A). No cooler, air conditioner, fan or similar device shall be installed or maintained in such manner as to project outward from any exterior surface of the building to which it is attached if such device is visible at eye level from any point on the front street property line of the Lot upon which the building is situated. (B) No basketball standards or fixed sports apparatus shall be attached to any residence or garage or be erected on any Lot without prior approval of the Architectural Control Committee.

Section 13. As soon as reasonably possible following damage or destruction by fire or other casualty affecting any improvement upon a Lot, the Owner thereof shall reconstruct the same substantially in accordance with the original plans and specifications thereof, so that the exterior appearance of such improvement substantially resembles its appearance prior to such damage or destruction. Notwithstanding the foregoing, however, the Owner of an improvement that has been damaged or destroyed may request permission from the Architectural Control Committee to reconstruct or repair the same in accordance with new or changed plans and specifications. The Architectural Control Committee may grant such a request if it determines that the proposed change will benefit and enhance "Viewpoint" in a manner generally consistent with the plan of development thereof.

Section 14. No signs, banners or placards shall be installed or maintained anywhere on the exterior of a home or lot within "Viewpoint", except (1) one sign of standard size advertising the residence as being "For Sale" or "For Rent", or (2) an Owner-identification sign which has been approved by the Architectural Control Committee. Signs used by a Builder to advertise "Viewpoint" during the construction and sales period which are approved by the Architectural Control Committee are allowable.

Section 15. Declarant (including any grantee of Declarant who acquired a Lot for purposes of constructing and selling residential improvements thereon) has undertaken or will undertake the work of developing "Viewpointe", as a residential subdivision. In order that said work may be complete and "Viewpointe" be established as a fully occupied residential community, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant from doing on "Viewpointe" or any part thereof whatever is reasonably necessary or advisable in connection with the completion of said work;

(b) Prevent Declarant from erecting, constructing and maintaining on any part or parts of "Viewpointe" owned or controlled by Declarant such structures including, but not limited to model homes, sales offices and construction offices, as may be reasonably necessary to conduct its business of completing said work and establishing "Viewpointe" as a residential community and disposing of the same in parcels by sale, lease or otherwise;

(c) Prevent Declarant from maintaining such sign or signs on any of said lots owned or controlled by Declarant as may be necessary for the purposes set forth in this Section.

Section 16. The Architectural Control Committee ("Committee") shall have three (3) members. The initial members of the Committee, who are hereby appointed by the Declarant are: John D. Reynen, Thomas P. Winn, and Christo D. Bardis. As long as the Declarant owns any part of "Viewpointe" it shall have the power and authority to remove any or all of the members of the Committee and to appoint replacements who may or may not be Lot Owners. Within 30 days after the Declarant has disposed of all its interest in "Viewpointe", the then existing members of the Committee shall select a new Committee consisting of three (3) persons, each of whom shall be a Lot Owner. Each such Owner-Member shall serve until he or she resigns or is removed by the remaining members of the Committee. The removal of a member and the election of a new Owner-Member shall be accomplished by the vote of any three members of the Committee. If the Architectural Control Committee ceases to function and fails to select a new Committee, the owners of a majority of the improved lots within "Viewpointe" may elect a new Committee by signing a written instrument setting forth the names and addresses of the members so elected. The execution of such instrument shall be acknowledged and it shall be recorded in El Dorado County.

Section 17. Any construction, alteration, addition or other matter which is required to be approved by the Architectural Control Committee, shall be fully shown and described by appropriate plans and specifications, and submitted to the Committee. The request for approval and the plans and specifications shall be deemed submitted as of the date when they are mailed to the Committee, postage fully prepaid. The mailing address of the initial Committee is 9985 Folsom Blvd., Sacramento, CA 95827.

Any two (2) members of the Architectural Control Committee shall have the power to approve or disapprove any matter submitted to it. The Committee's approval or disapproval shall be in writing and shall be mailed to the Owner

at the address given by the Owner in his request for approval. The Committee shall grant its approval only in the event that the proposed work will benefit and enhance all of "Viewpoints" in a manner generally consistent with the plan for development thereof. The Committee may grant minor variances or exceptions from the minimums and standards specified in Sections 2, 3 and 5 hereof, if the Committee determines that the exceptional circumstances exist concerning a particular Lot or proposed plan, making a variance necessary or appropriate to achieve the general purposes of this Declaration. In the event that the Committee fails to approve or disapprove within 35 days after the appropriate plans and specifications have been submitted to it, approval will be deemed given and this Section will be deemed to have been fully complied with.

Section 18. Any Owner, including Declarant, so long as it is an Owner and the members of the Architectural Control Committee acting jointly or individually, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and architectural controls now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, the Architectural Control Committee shall have the authority to order an abatement of any construction, alteration or other matter for which approval is required, to the extent that it has not been approved by the Committee or that it does not conform to the plans and specifications submitted to the Committee. No work for which approval is required shall be deemed to be approved simply because it has been completed without a complaint, notice of violation, or commencement of a suit to enjoin such work. If any legal proceeding is initiated to enforce any of the provisions hereof, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to the costs of such proceedings.

Section 19. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 20. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument executed and acknowledged by a majority of the Owners has been recorded revoking this provision for automatic extension. This Declaration may be amended by the vote or written consent of not less than fifty-one percent (51%) of the record owners of Lots within "Viewpoints" each Lot being entitled to exercise one (1) vote.

Section 21. No breach of any of the foregoing covenants and restrictions shall cause any forfeiture of title or reversion, or bestow any rights of re-entry whatsoever, but violation of any one or more of these covenants or restrictions may be enforced by any individual residence Owners within "Viewpoints" by action in any court of competent jurisdiction, and damages may also be awarded against such violations; provided, however, that any such violation shall not defeat or render invalid the lien of any mortgage

or deed of trust made in good faith and for value as to said property or any part thereof, but said covenants and restrictions shall be binding upon and effective against any Owner of said property, or portion thereof, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

Section 22. In the event Declarant shall convey all of its rights, title and interest to any partnership, individual or individuals, corporation or corporations, in and to the real property described herein, then and in such event, Declarant shall be relieved of the performance of any further duty or obligations hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 27th day of NOVEMBER, 1984.

REYNEN & BARDIS, a general partnership

By: [Signature]
John D. Reynen, general partner

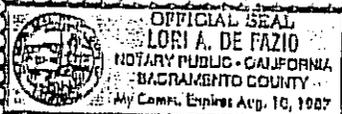
By: [Signature]
Christo D. Bardis, general partner

STATE OF CALIFORNIA }
COUNTY OF Sacramento } SS

ON November 8, 1984 before me, the undersigned, a Notary Public in and for said County and State, personally appeared John D. Reynen and Christo D. Bardis

proved to me on the basis of satisfactory evidence to be the person^s that executed this instrument, on behalf of the partnership and acknowledged to me that the partnership executed it.

Notary's Signature [Signature]



PARTNERSHIP ACKNOWLEDGMENT

Form No. 17 Rev. 7-82

END DOCUMENT

BOOK 2371 PAGE 14

Reynen, Bardis & Winn
9985 Folsom Blvd.
Sacramento, CA 95827

69925-SUB

018278

AMENDMENT
TO
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
VIEWPOINTS

OFFICE OF RECORDS
EL DORADO COUNTY, CALIF.
RECORDED BY:

Reynen & Bardis
MAY 13 8 29 AM '85 *Winn*

DOROTHY GARR
COUNTY RECORDER

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Pd*

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

Lots 1 thru 112, inclusive, as shown on the map entitled "Viewpointe", filed in the office of the County Recorder, El Dorado County, California, in Book G of Maps, Map No. 12.

WHEREAS, Declarant caused to be recorded certain Covenants, Conditions and Restrictions for said "Viewpointe" subdivision. Said Covenants, Conditions and Restrictions recorded on November 16, 1984, in Book 2371, pages 9 thru 14, inclusive, Official Records of El Dorado County, California.

WHEREAS, Declarant does now amend Section 2 of said Covenants, Conditions and Restrictions to read as follows:

Section 2. No structure within "Viewpointe" shall be more than 28 feet in height, measured from the highest elevation of the building area upon which it is constructed to the highest point of the structure. The total square footage of any structure located on lots 1 through 63, inclusive, in said Viewpointe subdivision shall have a minimum square footage of 1,000 square feet exclusive of any patios, open porches and garages. The total square footage of any structure located on lots 64 through 112, inclusive, in said Viewpointe subdivision shall have a minimum square footage of 1,200 square feet exclusive of any patios, open porches and garages. All buildings shall have tile or wooden shake roofing material. The following lots shall be restricted to single story dwellings only: Lots 109, 110, 111 and 112.

Section 12 shall be amended to read as follows:

Section 12. (A) No cooler, air conditioner, fan or similar device shall be installed or maintained in such manner as to project outward from any exterior surface of the building to which it is attached if such device is visible at eye level from any point on the front street property line of the lot upon which the building is situated. (B) No basketball standards or fixed sports apparatus shall be attached to any residence or garage or be erected on any lot without prior approval of the Architectural Control Committee. (C) No exterior roof mounted antenna greater than fifteen (15) feet in height from the height of the highest point of the roof, satellite antenna dish, or short wave radio tower shall be erected on any lot without the prior approval of the Architectural Control Committee.

The following wording shall be added to the Covenants, Conditions and Restrictions and shall be labeled Section 23.

Section 23. Each homeowner shall be responsible for maintaining drainage facilities and existing swales which may be located on their lot. Alterations of the existing facilities and swales is prohibited.

All other terms and conditions of the Covenants, Conditions and Restrictions shall remain in full force and effect.

BOOK 2431 PAGE 460

The Declarant has subscribed their names hereto this 8th day of May, 1985.

REYNEN & BARDIS, a general partnership

By: [Signature]
By: [Signature]

REYNEN, BARDIS & WINN, a general partnership

By: [Signature]
By: [Signature]
By: [Signature]

STATE OF CALIFORNIA } SS
COUNTY OF Sacramento

ON May 9th, 1985, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Christo D. Bardis and John D. Reynen



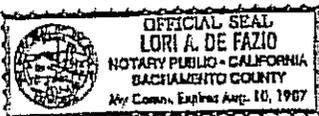
proved to me on the basis of satisfactory evidence to be the person... that executed this instrument, on behalf of the partnership and acknowledged to me that the partnership executed it

Notary's Signature Lori A. De Fazio

PARTNERSHIP ACKNOWLEDGMENT
Form No. 11 Rev. 7-81

STATE OF CALIFORNIA } SS
COUNTY OF Sacramento

ON May 9th, 1985, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John D. Reynen, Christo D. Bardis and Thomas P. Winn



proved to me on the basis of satisfactory evidence to be the person... that executed this instrument, on behalf of the partnership and acknowledged to me that the partnership executed it

Notary's Signature Lori A. De Fazio

PARTNERSHIP ACKNOWLEDGMENT
Form No. 11 Rev. 7-81

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Guthrie & Guthrie
3461 Robin Lane, Suite 2
Cameron Park, CA 95682

COPY

11/05/2000, 200000056034

EL DORADO CO. RECORDER-CLERK

AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF VIEWPOINTE

THIS AMENDMENT is made with reference to the following state of facts:

A. On November 16, 1984, a Declaration of Covenants, Conditions and Restrictions of Viewpointe was recorded in Book 2371, Pages 9-14, Official Records of El Dorado County, California, and was thereafter amended by document recorded May 13, 1985, Book 2431, Pages 460-461, Official Records of El Dorado County, California (hereinafter collectively referred to as the "Declaration").

B. The Declaration affects Lots 1 through 112, inclusive, of Viewpointe, filed in Book G of Maps, Map No. 12, Office of the County Recorder of El Dorado County, State of California.

C. Section 20 of the Declaration provides that it may be amended by the vote or written consent of not less than 51% of the record owners of lots within the subdivision.

D. **California Civil Code** Section 1355 provides that an amendment to a declaration is effective after approval by the percentage of owners specified in the declaration, the approval is certified in a writing executed and acknowledged by the officer designated in the declaration or by the president of the association, and the writing is recorded.

E. The Declaration does not identify any officer having the authority to sign an amendment or create an association as referred to in **California Civil Code** Section 1355. However, the Cameron Park Community Services District is authorized by **California Government Code** Section 61601.10(b)(5) to enforce Covenants, Conditions and Restrictions within its jurisdiction, and the District does perform that function.

F. There has been presented to the Cameron Park Community Services District petitions signed by more than 50% of the owners of properties subject to the Declaration approving the amendment of the Declaration in the form that follows, and on that basis the District hereby certifies such approval.

