

WHEN RECORDED MAIL TO:
PLACER TITLE COMPANY
989 GOVERNOR DRIVE, #104
EL DORADO HILLS, CA 95630

075868
OFFICIAL RECORDS
EL DORADO COUNTY-CALIF.
RECORD REQUESTED BY:
Placer Title Company

Attn: Debi Littler

DEC 22 9 40 AM '89

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WOODLEIGH SUMMIT UNIT NO. 2

29

DOROTHY CARR
COUNTY RECORDER (3)

THIS DECLARATION, is made this 20th day of December,
1989, by Pacific States Development Corporation, a California corporation,
hereinafter referred to as "Declarant"

WITNESSETH:

WHEREAS, Declarant is the Owner of the real property described in
Article I of this Declaration, consisting of 9 residential lots in a portion
of the development known as Woodleigh Summit Unit No. 2; and

WHEREAS, it is the desire and intention of Declarant to sell said
lots and to impose upon them mutual, beneficial covenants, conditions and
restrictions under a general plan or scheme of improvement for the benefit of
all of said lots and the future Owners thereof, and for the purposes of
ensuring a pleasant residential environment and the preservation of property
values;

NOW THEREFORE, Declarant hereby declares that all of the property
described in Article I hereof is held and shall be held, sold, conveyed,
encumbered, leased, rented, used, occupied, enjoyed, and improved and subject
to the following covenants, restrictions, limitations, reservations and ease-
ments hereinafter referred to as "Restrictions," each and all of which are
declared, and agreed

to by each purchaser, to be in furtherance of a general plan for the subdivision, improvement and sale of the property, and same shall inure to the benefit of and pass with each and every lot covered hereby, and the same are established and agreed upon for the purposes set forth above, for the mutual benefit of all said lots. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any rights, title or interest in the described property or any part thereof.

ARTICLE I: PROPERTY SUBJECT TO THIS DECLARATION: The real property subject to this Declaration is all that real property in the County of El Dorado, State of California, described as follows:

Lots 19 through 27 inclusive, as shown upon that certain Map entitled, "Woodleigh Summit Unit No. 2", filed in the Office of the County Recorder of El Dorado County, State of California, on September 29, 1989 in Map Book G at Page 139.

ARTICLE II: LAND USE AND BUILDING TYPE: Lots 19 through 27 inclusive, shall be used solely for single-family residential purposes, and no building shall be erected, placed or permitted to remain on any lot other than one (1) single-family dwelling, a private garage for the use of the occupants of said dwelling, and other usual and appropriate outbuildings incidental and appurtenant to a private dwelling.

ARTICLE III: ARCHITECTURAL CONTROL OF IMPROVEMENTS: No building, fence, wall or other structure shall be erected, placed or altered in external design or color on any lot until:

- * Construction Plan/Specification,
- * Exterior Color Schemes, and a
- * Plan showing the location of the structure on the lot

have been approved 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 ground elevation. Approval shall be as provided in Article XVIII.B.

ARTICLE IV: DWELLINGS: No dwelling shall be constructed or permitted to remain on any lot having a total floor area of less than two-thousand (2,000) square feet, exclusive of open porches, garages or other outbuildings. Each residence or dwelling shall further comply with each of the following unless the Architectural Control Committee specifically approves variations therefrom.

IV. A. ENCLOSURE OF SERVICE AREAS: Storage and service area shall not be visible from any street on which the property fronts, and no clothing or household fabrics shall be hung out on any lots unless the same are enclosed by a fence or other enclosure at least six (6) inches higher than such hanging articles, but in no case shall exceed six (6) feet in height.

IV. B. OFF-STREET PARKING: There shall be a minimum of two (2) off-street parking spaces within an enclosed private garage. A minimum of two (2) off-street parking spaces on an approved driveway surfacing shall be provided for each unit.

IV. C. DRIVEWAYS: All driveways shall be surfaced with concrete or bituminous mix with no coloring except the natural color of said materials. The gradient between any two (2) points on the surface of the driveway shall not exceed a maximum of twenty-five percent (25%).

IV. D. GARAGE DOORS: The home owner(s) shall use diligence in closing any garage doors that may face the street scene. It is generally accepted that garages are unsightly and that a series of garage doors being left in an open position would destroy or tend to destroy the quiet enjoyment of the lots within the subdivision.

IV. E. ROOF: MATERIAL AND COLOR: All roofs shall be subject to Architectural Control Committee approval. Visible roof-top heating and/or air conditioning units are prohibited.

IV. F. SIDING: MATERIAL AND COLOR: There shall be no prescribed siding materials(s) except that no vertical side of any structure shall have a finished surface of imitation wooden shingles, composition or board of other siding which is unsuitable or inferior in the opinion of the Architectural Control Committee.

ARTICLE V: COMPLETION AND OCCUPANCY OF DWELLINGS: Once the erection of any dwelling is commenced, the work thereon must be prosecuted diligently and must be completed within a reasonable time. The exterior finish, including finished painting, shall be, in any event, completed within one (1) year after the commencement of construction. No dwelling shall be occupied prior to its completion and connection with utility facilities. Temporary structures on any lot shall be permitted only as incidental to and during the period of

construction of a dwelling on any lot. No such temporary structure shall be inhabited or used for any residential purposes, either temporarily or permanently.

Front and side yards which abut a public street shall be landscaped within one (1) year from occupancy of the dwelling and maintained thereafter.

ARTICLE VI: DESIGN CONTROL OF SWIMMING POOLS, FENCES, LANDSCAPING AND TREES:
No swimming pool, fence or wall shall be constructed or permitted upon any lot without the approval of the Architectural Control Committee as to:

- * Location
- * Haight
- * Materials

- * Design
- * Color
- * Safety

No fence shall exceed six (6) feet in height. Open wood or wrought iron fencing is preferred. Chain link fencing is prohibited.

ARTICLE VII: SETBACK LINES: No portion of any structure on any inside lot shall be nearer than twenty (20) feet to the front lot line, nearer than five (5) feet to the side lot lines, or fifteen (15) feet to the rear lot line.

No portion of any structure on any corner lot shall be nearer than twenty (20) feet to one street lot line or nearer than fifteen (15) feet to

the other. No portion of the rear of the structure on any corner lot shall be nearer than twenty (20) feet to the rear lot line (being the back lot line which more nearly parallels the rear of the structure) or nearer than five (5) feet to the side lot line.

Nothing herein shall be construed to permit noncompliance with any more restrictive setback requirements of the County of El Dorado or other applicable law.

For the purpose of the foregoing setback restrictions, swimming pools, terraces, balconies, eaves, steps, open porches, fences and shrubs shall not be considered structures, except that rock or earth mounds and shrubs nearer the street than the setback line shall be placed behind the front property line or on the property line to the side and to the rear.

ARTICLE VIII: LOT SIZE: No lots described in Article I shall be subdivided.

ARTICLE IX: SIGNS: No sign of any kind shall be displayed to the public view on any lot upon which a dwelling has been constructed and inhabited as a residence except the following:

- * One (1) identification sign, non-animated and non-flashing, and not exceeding seventy-two (72) square inches in area on the face thereof, containing only the name(s) and/or the address of the property.
- * On any lot and/or structure for sale or for rent, one (1)

non-flashing and non-animated sign not to exceed four-hundred and thirty-two (432) square inches, advertising the sale or rental of said property. Said sign shall only be placed in the front twenty (20) feet set back as previously designated.

- * Notwithstanding any provision hereinabove to the contrary the Declarant herein expressly reserves unto himself the right to construct and maintain signs or a temporary sales office allowed by Special Use Permit for the orderly advertisement and sale of all or any portion of Woodleigh Summit Unit No. 2.

ARTICLE X: NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

ARTICLE XI: ANTENNAS: Homeowners shall erect only those television or other transmitting or receiving antennas, dishes or devices which are erected, maintained and used entirely in a location which is not visible from a public street. When said antennas, dishes or devices are placed in a location so as to be visible to adjacent neighbors, they shall be screened by landscaping, redwood lattice or other materials(s) acceptable to the Architectural Control Committee.

ARTICLE XII: PARKED VEHICLES ETC.: No boats, boat trailers, house trailers, recreation vehicles or other vehicles shall be regularly parked on any street, upon any driveway or upon any lot unless they are to the rear of the front setback lines behind a suitable fence, or in an enclosed garage or carport, so as to be not visible from the street. Offending vehicles may be towed away at owner's expense.

ARTICLE XIII: 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 of 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.

ARTICLE XIV: GARBAGE AND REFUSE DISPOSAL: Rubbish, garbage, trash and all other refuse shall be stored in sanitary containers in a clean condition. Such containers and refuse shall be concealed so as not to be visible from the street, but shall be so situated as to be readily accessible to the service agency responsible for disposal of the same. No materials or waste shall be so stored in such manner that they may be transferred off the property by natural causes (rain, wind, etc.). No garbage, refuse or soil materials shall be placed on any vacant lot or land within WOODLEIGH SUMMIT UNIT NO. 2.

ARTICLE XV: 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 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.

ARTICLE XVI: EASEMENTS: Permanent easements under, over, upon and across strips of land along the rear and strips of land along the side lot lines as said lot lines are shown and delineated on the recorded Map, for construction, use, maintenance, operation and repair of poles, wires, pipes, conduits, tanks and appurtenant facilities for utility services, television cables, or drainage, are hereby reserved unto the Declarant, together with the right and power to grant, convey and dedicate all portions thereof from time to time to any public body or private company for installation of underground lines.

Within the boundaries of said easement strips, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of drainage channels in the easements.

The easement area of each lot, and all improvements in it, shall be continuously maintained by the owner of the lot, except those improvements for which a public authority or utility company is responsible for maintenance.

ARTICLE XVII: TELEPHONE AND ELECTRICAL SERVICE LINES: No overhead telephone or electrical service lines may be constructed on any lot or may cross over any lot. All portions of telephone and electrical service lines not located entirely within the enclosed portion of a dwelling must be buried beneath the surface of the ground other than service pedestals.

ARTICLE XVIII: ARCHITECTURAL CONTROL COMMITTEE:

VIII. A.: MEMBERSHIPS: The Architectural Control Committee shall be composed of a majority of those persons designated by 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.

A majority of the Architectural Control Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member or members shall have full authority to designate a successor or successors.

Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant hereto. However, the Cameron Park Community Services District may charge an administrative fee which is currently \$10.00 ^{per house which lot owners pays.} In the event of the failure of the remaining member or members of the Committee to appoint a successor or successors within ninety (90) days after the death or resignation of a member or members, the then record owners of a majority of the lots covered by these Restrictions shall have the power through a duly recorded written instrument to appoint such successor or successors.

XVIII. B.: PROCEDURES: Requests for approval shall be submitted on Form AC-1, as supplied by the Committee or delegated representative, along with one (1) set of plans. (The Committee's approval or disapproval as required in these Restrictions shall be in writing and the Committee shall not arbitrarily or unreasonably withhold its approval of any plans or requests submitted to it pursuant hereto. If plans or a request has been submitted to the Committee or its designated representative for approval, and the Committee, or its designated representative, fails to act within thirty (30) days thereafter, approval shall be deemed to have been obtained as required in these Restrictions. The

Committee shall have the power to establish and grant variances from these Restrictions where extraordinary circumstances warrant.

XVIII. C.: 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) to 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 XIX: TERM: These Restrictions are to run with the land and shall be binding all parties and all persons claiming under them for a period of thirty-five (35) years from the date these Restrictions are recorded, after which time the Restrictions shall be automatically extended for a successive period of ten (10) years unless an instrument signed by seventy-five percent (75%) of the then owners of the lots has been recorded agreeing to rescind or change said Restrictions in whole or in part.

ARTICLE XX: BREACH:

XX.A: ENFORCEMENT: The result of every act or omission, whereby any of the Restrictions contained herein are violated in whole or in part, is hereby declared to be and constitutes a nuisance and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against such result(s) and may be exercised by Declarant, or

its successors or assigns in interest, or by the Architectural Control Committee.

XX.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, and such amount as may be fixed by the Court in such proceedings.

ARTICLE XXI: TIME LIMITS: Except as herein provided, the failure to enforce any restriction 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.

ARTICLE XXII: ASSIGNABILITY: Any and all of the rights and powers of the Declarant herein contained may be assigned by Declarant to any person, pertaining to said rights and powers.

ARTICLE XXIII: ACCEPTANCE: Every person who now or hereafter owns or acquires any right, title, estate or interest in any lot covered by this Declaration is and shall be deemed to have consented and agreed to every covenant, condition and restriction contained in this Declaration and in the instrument by which such persons acquired an interest in said property.

ARTICLE XXIV: AFFECT 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 to 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.

