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Debi Darr
Placer Title Company
3628 Madison Avenue #6
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OFFICIAL RECORDS
EL DORADO COUNTY-CALIF.
RECORD REQUESTED BY:

Placer Title Company

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DEBOTHY CARR
COUNTY RECORDER

2350

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Unit #4
Amie in W. Woods

DECLARATION OF CONDITIONS, COVENANTS,
AND RESTRICTIONS

This Declaration is made on August 5, 1988
By DAROL B. RASMUSSEN and THORA J. RASMUSSEN, hereinafter
"Declarant."

RECITALS

WHEREAS, Declarant is the owner of real property located
in the County of El Dorado, State of California, more specifically
described as set forth in Exhibit "A", attached hereto and incor-
porated herein, hereafter "said property."

WHEREAS, Declarant shall convey said property subject to
certain protective covenants, conditions, restrictions, reservations,
liens, and charges as hereinafter set forth for the benefit of
said property and the present and future owners. These conditions,
covenants, and restrictions, all of which are for the purpose of
enhancing and protecting the value and attractiveness of said
property, run with the land and shall be binding on all parties
having or acquiring rights or interests in said property.

1. No Temporary Occupation.

No structure upon said property shall be occupied in the
course of original construction until the same is completed and
made to comply with the restrictions contained in this Declaration.
All work of construction on each structure shall be prosecuted
diligently and continuously from the time of commencement of
construction until the same shall be fully completed.

2. Residential Use.

All lots within said property shall be used for residential

purposes only, and no part of said property shall be used or caused allowed or authorized to be used in any way, directly or indirectly for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purpose. No building on any lot of said property shall be used for more than one single family dwelling and/or accessory buildings.

3. Size of Single Family Dwellings.

No main dwelling shall be erected which has a floor area, exclusive of any porch, patio, covered by not enclosed area, garage, or other accessory building (wheter or not attached to such dwelling), of less than 1600 sq. ft. in the case of a 1-story strucutre, and 1600 sq. ft. in the case of a 2-story structure. A split-level structure shall have no less than 1600 sq. ft., 1,000 sq. ft. of which shall be on the ground-level. The carport or garage shall be greater than 500 sq. ft.

4. Maintenance.

All structures upon said property shall at all times be maintained in good condition and repair and be properly and thoroughly painted.

5. Prevention of Erosion.

Each lot owner shall keep, maintain, water, plant and replant all areas, slopes, banks, rights-of-way, and set back areas located on his or her lot so as to prevent erosion and to present an attractive, clean, sightly, and welcome appearance at all times. Each lot owner shall further have the obligation to maintain in the same manner any public utility easement upon his or her lot if such easement is not otherwise similarly maintained by any governmental agency.

6. Prevention of Trash Accumulation.

No rubbish, debris, or objectionable materials of any kind, shall be placed or permitted to accumulate upon any portion of said property or any lot therein, which would render the property or lot unsanitary, unsightly, offensive, or deterrmintal to any property in the vicinity thereof or to the occupation of any such property, in such vicinity.

7. Offensive Conduct and Nuisances.

No noxious or offensive activities, including, but not limited to, repair of automobiles or other motorized vehicles shall be conducted upon any lot within said property. Nothing shall be done upon any lot that may be or may become an annoyance or nuisance to the residents of said property, or that in any way interferes with the quiet enjoyment of the residents of said property. No form of business, commercial, manufacturing, or storage enterprise activity, shall be conducted or maintained upon any lot. No trucks, trailers, wagons, boats, equipment, recreational vehicles, or goods may be parked, stored, or kept on the front portion of any lot.

8. Animals.

No lots shall be used for the keeping or breeding of any animals of any kind for any personal or commercial purposes, save and except personal pets within a reasonable quantity. No animals shall be kept in quantities or conditions objectionable to other residents of said property.

9. Signs.

Except for temporary signs as specified below, no signs or billboards of any character shall be erected or displayed on said property, except residential signs providing the name and/or address of the occupany or owner. Temporary signs in connection with the original sales of lots or a sale of said property may be utilized. Nothing herein shall prohibit an owner from maintaining on his property for "For Sale", "For Rent", or "For Lease" sign not exceeding 18" X 24" in size.

10. Drainage.

No lot owner or occupant shall interfere with the established drainage in or over said property or any lot therein. In the event it becomes necessary to change the established drainage over any lot, the owner thereof shall make adequate provision for proper drainage in connection with any such change, including the landscaping of all lots affected by the change. The words "established drainage" as used in this section means the drainage which existed at the time of the recordation of this Declaration.

11! Drilling or Mining Activities.

No derrick or other structure designed for boring, mining, or quarrying for oil, gas, or minerals shall be erected, placed, maintained or permitted to remain on said property or any lot therein.

12. Maintenance of Community Aesthetics.

No owners or occupants of any lot in said property shall place, store, or keep, building materials or appliances (except during the temporary period of construction or remodeling) 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 any lots, unless enclosed by fencing so that such unsightly objects may not be visible from the public. No poles, masts, or antennas of any type, size, or height, shall be constructed on any lot on or above the roof of dwelling or structure.

13. Setbacks.

The front setbacks shall conform to County requirements per the grading plan approved by the County relating to said property. The side yard setbacks shall be a minimum of 10 feet along the entire side yard area, subject further to a minimum distance of 5 feet from the top of any slope or retaining wall, or from the top of any slope. In the case of an access road or driveway in the side yard, a minimum setback of 10 feet on the flat in addition to any banks or slopes shall be required.

14. Location of Structure.

The location of any structure or dwelling on a lot and the landscaping shall bear such an overall relation to the adjacent lots as to create an aesthetically pleasing overall appearance.

15. Covering of Lot Surface.

16. Retention of Natural Vegetation and Landscaping.

No natural plants, trees, bushes, shrubbery or vegetation shall be removed from any lot other than absolutely necessary. Within sixty (60) days after the completion of any dwelling, or any additional thereto, natural vegetation shall be replanted or reseeded in all practical areas. In areas where natural vegetation is not practical, permanent landscaping shall be installed in the front, side, and rear yard areas. Such landscaping shall be maintained in a neat and orderly condition at all times and after installation so as to present a pleasing appearance to the owners and occupants of adjacent lots.

17. Fences.

No fences, rails, hedges, or other structures over thirty six inches (36") in height shall be placed or allowed to exist in the front yard of any lot.

18. Architectural Theme.

The exterior building design of all dwellings and buildings on any lot shall be encouraged to be of Ranch, Spanish, or early California styling and character which shall be compatible to the rural atmosphere of said property. Exterior colors are to be complimentary to the natural surroundings and shall be subject to approval by the Architectural Control Committee.

19. New Material.

No used or second-hand material shall be used in the construction of any dwellings, buildings, or structures. No buildings of any kind shall be moved from any other place to any of the lots within said property.

20. Impairment of View.

No structures, buildings, dwellings, fences, or landscape materials shall be placed, or allowed to grow upon any of the lots in such a manner as to substantially impair the view from adjacent

22. Non-Glare Materials.

No reflective materials or other materials which may cause glare, other than the usual and reasonable utilization of glass, shall be used on any exterior surface of any building or structure. In the event metal is used on any exterior surface of any building or structure, such metal shall be painted for the purpose of preventing glare.

22. Compliance With Governmental Regulations.

All owners and occupants of lots within said property shall comply with all Local, State and Federal Government regulations relating to said property, including, but not limited to, Zoning Codes, Building Codes, Health & Safety Codes, County Ordinances and Public Utility Regulations. Any violation of said regulations shall be a violation of this Declaration.

24. Architectural Control Committee Approval.
Prerequisite to Construction.

No dwelling, building, fence, wall or other structure shall be commenced, erected, or maintained on any lot in said property; nor shall any exterior addition or change or alteration in any structure in any lot, including, e.g., solar or heating systems; pools, spas, ponds, fountains; landscaping, stonework, or concrete work; related mechanical, plumbing, or electrical facilities; awnings, patio covers, and antennas, be made until the plan and specifications showing the nature, kind, shape, materials, and location of the same have been submitted to Darol B. Rasmussen; 2890 Cinsant, Cameron Park, CA 95682; and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee provided for in paragraph 25.

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 therefore 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.

to appoint successive designees for the purpose of making appointments to the Architectural Control Committee. The Committee shall act by affirmative vote of the majority of its existing members. All approvals, rejections, or waivers made by the Committee shall be in writing and signed by the majority members.

It is not the intent of the Declarant to deprive lot owners from having a structure of unique design, but to protect the community as a whole, and the individuals comprising the same, from undesirable construction. In this connection, in the case of hardship, exceptions to any of the restrictions contained in this Declaration may be made by the Architectural Control Committee upon proper application in writing. Any hardship exception, or waiver of any restriction herein, shall not be a waiver of the enforcement of any other violation of these restrictions in any other circumstance.

26. Amendments.

Before the close of the first sale of a lot in said property to a purchaser other than Declarant, this Declaration and amendments to it may be amended in any respect or revoked by the execution of Declarant.

After the close of the first sale of a lot in said property to a purchaser other than Declarant, this Declaration may be amended or revoked in any respect by the vote or written consent of the holders of not less than 75% of the owners of any fee simple interest in any lot in said property, excluding the Declarant. Each owner shall have one (1) vote.

27. Mortgage Savings Clause.

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 hereinafter be held subject to all of the restrictions

29. Binding Effect.

This Declaration shall inure to the benefit of and be binding on the successors and assigns of the Declarant, and the heirs, personal representatives, grantees, tenants, successors, and assigns of any person acquiring an interest in any lot in said property.

30. Term of Declaration.

This Declaration shall run with the land, and shall continue in full force and effect for a period of fifty (50) years from the date on which this Declaration is recorded. After that time, this Declaration and all its covenants and other provisions shall be automatically extended for successive ten (10) year periods, unless this Declaration is revoked by an instrument executed by the owners and their respective mortgagees of not less than three-fourths (3/4) of the lots in said property, and recorded in the Office of the County Recorder of El Dorado County within one (1) year prior to the end of the fifty (50) year period or any succeeding ten (10) year period.

31. Remedies.

The Declarant or any owner of any lot in said property shall have the ability and right to bring an action, in equity or in law, to enjoin any breach of any provision of this Declaration and request and secure damages from any liable violating party for said breach. The Declarant and any such owner shall further be permitted to use any other remedies presently existing, or may hereafter be created, permitted by law for the abatement and correction of any violation of any condition, covenant or restriction set forth in this Declaration.

DATED: 8-5-88, 1988

A handwritten signature in black ink, appearing to be "K. J. Lane", is written over a horizontal line. The signature is somewhat stylized and includes a large loop at the end.

EXHIBIT "A"

Lots 71 through 95, inclusive of that certain map entitled "Cameron Woods Unit No. 4", filed in the office of the County Recorder of El Dorado County on August 23, 1988 in Book G, Pages 109 through 109A, inclusive of Maps.

