

EL DORADO COUNTY

56643-305

Hell To:

First American Title
P.O. Box 1237
Placerville, CA 95667

Attn: Joe O'Shea

CITICORP RECORDS
RECORDED AT REQUEST OF
FIRST AMERICAN TITLE OF TANGE
DEC 21 1977

AT 1:10 P.M. PAST 2 O'CLOCK A.M.
EL DORADO COUNTY, CALIFORNIA

James W. Manning
RECORDER

DECLARATION OF RESTRICTIONS

CAMERON PARK UNIT NO. 13

KLAUS HANF COMPANY, A California corporation, 3542 Montclair Road, Shingle Springs, California 95602, owner of a certain tract of land and subdivision situated in the County of El Dorado, State of California, generally known and described as Lots 1, 2, 3, 4, 5, and 6 of Cameron Park Unit No. 13, the original plat of which was recorded in the Office of the County Recorder of El Dorado County, on November 20, 1974, in Book "F" of Maps, Page 39, does hereby certify and declare that it has established and does hereby establish the following restrictions, covenants, conditions, servitudes, easements, and reservations, subject to which said lots and portions thereof shall be held, used, leased, sold, and conveyed, each of which is for the benefit of said property and each and every owner thereof, both present and future, and shall inure to and pass with the said property or any portion thereof and shall apply to and bind the respective successors in interest of the present owners and their heirs, executors, assigns, and administrators as follows:

1) No lot shall be used except for residential purposes in accordance with such use as set forth in Section 9411 of the Regulations of the El Dorado County Department of Planning, September, 1965, as amended from time to time by the County of El Dorado, provided, however, that amendments of said Regulations shall not apply retroactively for purposes of this Declaration:

2) No Single-family, detached residence shall be erected, altered, placed or permitted to remain on Lots 2, 3, 4, 5, and 6 which is less than nineteen hundred (1900) square feet of living area or on Lot 1 which is less than fourteen hundred (1400) square feet of living area.

3) No residential structure nor any part thereof shall be erected upon any lot or lots nearer to the street or streets adjacent thereto than twenty (20) feet from the front lot property line, nor closer than fifteen (15) feet from the rear lot property line, nor closer than ten (10) feet to any side lot property line except that where good cause exists the Architectural Committee may reduce the side lot property line set-back to five (5) feet. A side yard of five (5) feet shall be required for a detached garage or other permitted accessory building located fifty (50) feet or more from the front property line.

4) 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 Paragraph 2 hereof.

5) No trailer, motor home, basement, tent, shack, garage, or other out-building shall be used as temporary or permanent residence.

6) When erection of a structure is one 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.

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7) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any residential lot or lots, 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 on the afore-designated residential lots.

8) No billboard or advertising shall be placed or maintained on any lot or lots in this subdivision without the prior written approval of the Architectural Committee, which approval shall not be granted until any such billboards or signs have been previously approved as to size and location by the Planning Department of the County of El Dorado.

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

10) No owners or occupants of any lot or plot in this subdivision shall place, store, park, or keep house-trailers, motor homes, or commercial-type vehicles of any kind, (excluding pick-up trucks of 3/4 ton or less) on any lot in this subdivision.

11) No owners or occupants of any lot or plot in said 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 esthetic appearance of the neighborhood, nor shall owners or occupants place, store, or keep unsightly boxes, bottles, or cans on premises, unless enclosed by fencing so that such unsightly objects may not be visible from the ground.

12) No buildings, fences, walls, or other permanent structure shall be erected, altered, or placed on any lot in said subdivision until building plans, specifications, and plot plans showing the location of the structures on the lot have been submitted to, and approved in writing as to conformity and harmony of external design and as not interfering with the reasonable enjoyment of any other lot, by the Architectural Committee that exists pursuant to the Declaration of Restrictions for Cameron Park North Unit No. 8 as recorded July 2, 1968, in Book 884, at Page 737, and amended October 8, 1968, in Book 901, at Page 283, in the Official Records of El Dorado County. Upon failure of the Committee or its designated representative 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 mail, approval thereof will be deemed to have been made, provided the proposed construction complies with all the provisions otherwise of this Declaration.

13) Declarant, may, at its sole discretion, while still owner of fifty-one (51) percent or more of the lots in Cameron Park Unit No. 13, amend the restrictions, covenants, conditions, servitudes, easements, and reservations set forth herein.

14) If any restrictive covenant or condition herein specified, or any part thereof, is invalid or for any reason becomes unenforceable, no other restriction, covenant, or condition, or any part thereof, shall become affected or impaired thereby.

15) Nothing contained in this Declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith

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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 and provisions hereof.

16) 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.

17) The various restrictive measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of the lots or parcels in said subdivision and failure by the Declarant or any other person or persons entitled so to do to enforce any measure or provision, upon violation thereof, shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so.

18) These covenants, restrictions, and agreements shall run with the land and shall continue in full force and effect until January 1, 2023, at which time the same shall be automatically extended for successive periods of ten (10) years, unless, by a duly executed and recorded statement, the then owners of sixty (60) percent or more of said lots in said subdivision, shown on the recorded map hereof, elect to terminate or amend said restrictions in whole or in part.

19) 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 covenants, restrictions, easements, and agreements set forth in this Declaration, and agrees to be bound by same.

20) 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 sites, 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.

Dated this 16th day of December, 1977.

DECLARANT
KLAUS HANF COMPANY




EL DORADO COUNTY

STATE OF CALIFORNIA) ss.
COUNTY OF EL DORADO)

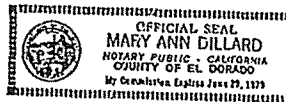
On December 16, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared KLAUS HANF, known to me to be the President of the Corporation which executed the within instrument, and also known to me to be the person who executed it on behalf of such Corporation, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-Laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.


Notary Public in and for
said County and State

My Commission expires:

June 29, 1979



END OF DOCUMENT

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