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DECLARATION OF COVENANTS AND RESTRICTIONS

DEER CREEK ESTATES UNIT B

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made this 16th day of July, 1984, by DAVID P. JACOBSEN and JANICE E. JACOBSEN and JEFFREY GOLD and FAY GOLD, hereinafter called "Declarants".

Declarants above named are the owners of record of all that certain real property situate in the County of El Dorado, State of California, described as follows:

Lots 36 through 54, inclusive, as shown on the official map known as "Deer Creek Estates Unit B", filed in the Office of the County Recorder of the County of El Dorado, State of California, on May 16, 1984, in Book G of Maps, at Page 9.

Declarants are about to sell, dispose of and convey portions of said "Deer Creek Estates Unit B", by lots or parcels as said lots or parcels are shown, delineated and numbered on said official plat, and for the purpose of providing against various encroachments which tend to depreciate the value of dwelling sites, and which tend to depreciate the value of a residential subdivision, deems it to be to the advantage and best interests of Declarants and of the purchasers of lots in said subdivision, to create and impose on all lots in said subdivision, the covenants, conditions, restrictions, easements, and agreements specified herein regarding the use and occupancy of said lots.

NOW, THEREFORE, Declarants do hereby certify and declare that they have established and do hereby establish the following covenants, conditions, restrictions, easements, and agreements, subject to which all lots, parcels and portions of said

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subdivision shall be held, used, leased, sold, conveyed and occupied, each of which covenants, conditions, restrictions, easements and agreements shall inure to the benefit of said subdivision, and to the benefit of each and every owner of lots therein, and shall inure to and pass with said subdivision and each and every lot and parcel thereof, and whether said covenants, conditions, restrictions, easements, and agreements be set forth in subsequent conveyance or not, the same shall, nevertheless, apply to and bind the respective successors in interest of Declarants.

DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

- (a) "Lot" shall mean any numbered parcel of land shown on the official map known as "Deer Creek Estates Unit B", shall be synonymous with the word "Parcel" as said word "Parcel" is used upon said official plat for the purpose of designating the several lots or building sites shown thereon.
- (b) "Plot" shall mean any parcel of land surrounding one residential building and appurtenant buildings where composed of one or more lots or a lot and a fraction of another lot or lots, thereby creating one homesite, which such parcel shall be monumented to identify the exterior boundaries of said homesite.
- (c) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or plot situated within the said subdivision, but shall not mean or refer to any lienholder unless or until such lienholder has acquired title due to foreclosure or to any proceeding in lieu of foreclosure.

Said covenants, conditions, restrictions, easements, and agreements are as follows:

SPECIAL PROVISIONS

(1) No buildings other than one detached single family private residence, a private garage for the use of the occupants of such residence, and other usual and appropriate outbuildings and structures incident and appurtenant to a private residence shall be erected or maintained on any lot or plot in the subdivision and no use whatsoever, except in connection with its use and improvement as a site and

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grounds for such buildings, shall be made of any lot or plot therein. The term "private residence" is intended to exclude every other form of dwelling for the occupancy of more than one family and is intended to exclude boarding houses, lodging houses, sanitariums and hospitals, but is not intended to exclude a "guest house" incident to a private residence for the entertainment of social guest, nor servants quarters for servants or other employees employed on the premises.

(2) No form of business, commercial, manufacturing or storage enterprise or activity or exploration for or production of minerals, stone, gravel, oil, gas and other natural resources shall be conducted or maintained on any lot or plot in this subdivision.

(3) The principal residence building on any lot or plot shall cover a ground floor area of not less than twelve hundred square feet if a one story residence, and not less than nine hundred square feet on the main floor if a one and one-half or if a two story structure, with an additional area of at least three hundred square feet on the second floor. "Ground floor area" shall exclude any attached garage, open porch, terrace, steps and like appurtenances not enclosed by the bearing walls of the residence building.

(4) 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 fifteen (15) feet from the side street lot property line, nor closer than five (5) feet to any side lot property line except no side setback shall be required for any communal dwelling or dwellings constructed in accordance with a precise plan approved by the County of El Dorado. No side yard shall be required for a detached garage or other permitted accessory building located fifty (50) feet or more from the front property line.

(5) Easements, as shown upon the recorded map of the subdivision, are reserved for the construction, maintenance and operation therein or thereon of pipes, conduits, ditches, and appurtenances, for the purpose of providing drainage, public utilities, and public services and facilities. No interference shall be made with the free use of any of such easements for the purposes for which such easements are intended.

(6) No Billboards or other advertising devices shall be erected or placed upon any lots or plots in this subdivision, except as follows: The name and profession of any professional person may be displayed upon a dwelling house on a sign not exceeding two hundred square inches in area. No more than one "For Sale" or "For Lease" or "For Rent" sign, plus one builder's sign during construction of a residence shall be displayed upon any lot or plot, and such signs shall not be larger than eighteen inches by twenty-four inches in size; provided, however, that in the course of developing or improving the subdivision and lots therein, Declarant or its agent or builders may erect and display larger signs.

(7) No structure or building other than a completed residence shall be used or occupied as a dwelling place on any lot or plot in this subdivision. No tents, trailers or other temporary habitations shall be used or permitted upon any lot or plot in this subdivision.

(8) Any residence or other building in this subdivision, the construction of which has been started shall be completed without delay and within one year, except when such delay is caused by weather conditions, strikes, actual inability of the owner to procure delivery of necessary materials, or by interference by other persons or forces beyond the control of the owner. Financial inability of the owner or his contractor to secure labor or materials or to discharge liens or attachments shall not be deemed a cause beyond the control of the owner.

In the event of cessation of construction of any building for a period of one hundred eighty (180) days where such cessation is not excused by the provisions

hereof, the existence of such incompleed building or buildings shall be deemed to be a nuisance and the Declarant or any other owner of property subject to this Declaration shall have the right to enter upon said uncompleted property and remove the same or carry such construction work to completion, and the expenses incurred in connection with the removal or completion of such building, or buildings shall become a charge against the lot owner which is enforceable at law or in equity.

(9) Any building placed, erected or maintained upon any lot or plot in this subdivision shall be entirely constructed thereon and the same shall not nor shall any part thereof be moved or placed thereon from elsewhere.

(10) All buildings erected within this subdivision shall be of new materials, provided, however, that the provisions of this paragraph shall not prevent the use of used brick or any other material which is in general use in the construction of dwelling houses.

(11) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such matter shall be kept in clean and sanitary condition. All incinerators used for the purpose of burning trash shall be of concrete or metal with one or more vent screens of one-quarter inch mesh or finer, placed on bare ground within an area of not less than ten (10) feet in radius from each such incinerator.

(12) No fence or hedge shall be erected or permitted to remain or be allowed to grow to a height exceeding six feet within a distance of fifty (50) feet from any street line shown on the recorded plat of this subdivision.

(13) No boats, campers, or trailers shall be stored in the open within view of public streets. Must be concealed by a six (6) foot fence or inside garage. Any fences built must be of wood or masonry, chain link fencing is not permitted.

(14) 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 house-

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hold pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose on the afore designated residential lots.

(15) Any purchaser of any lot or plot in this subdivision, by the acceptance of a deed to any lot, or lots, or plot, or plots, in said subdivision agrees that the covenants, conditions, restrictions, easements, and agreements hereinbefore set forth and hereby imposed, are for the purpose of carrying out and pursuant to a general plan adopted by the Declarant for the development and improvement of said subdivision, and are designed for the mutual benefit of each and every lot and plot therein, and each deed to any lot, or lots, or plot or plots in said subdivision, executed by the Declarant, shall be accepted subject to these said covenants, conditions, restrictions, easements, and agreements hereinbefore set forth, with the same force and effect as though specifically set forth in each and every such instrument of conveyance.

(16) Exterior colors of houses or exterior appurtenances must be of earth tones. Bright colors are not allowed.

(17) No buildings, 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 an Architectural Committee composed of David Jacobsen and Jeffrey Gold. 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.

GENERAL PROVISIONS

(1) The various restrictive measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the protection

and benefit of each lot and each plot in said subdivision and shall run with the land and shall be binding upon the Declarant and all person claiming under the Declarant for a period of thirty (30) years from the date this Declaration of Covenants and Restrictions is recorded, after which time the said covenants, conditions, restrictions, easements and agreements shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots or plots within said subdivisions has been recorded, changing said covenants, conditions, restrictions, easements, and agreements in whole or in part, or electing to terminate the same in whole or in part.

(2) If the Declarant or its assigns or grantees, or the owner or owners of any lot or lots, or plot or plots in said subdivision, or their heirs, grantees or assigns shall violate or attempt to violate any of the restrictions, covenants, conditions or agreements herein set forth before the expiration thirty (30) years from the date of the recording of this Declaration or any extension of such period, it shall be lawful for any other person or persons owning any other lot or lots, or plot or plots in this subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, conditions, restrictions, easements or agreements and either to prevent or enjoin him or them from so doing or to recover damages for such violation.

(3) Invalidation of any one of these covenants, conditions, restrictions, easements, or agreements by judgment or by court order shall in no way affect any of the other provisions hereof, which such other provisions shall remain in full force and effect.

(4) Nothing contained in this Declaration or any breach of the foregoing covenants, conditions, restrictions, easements and agreements shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value as to the said land and the benefits thereof or any part thereof, but titles to any property subject to the same shall be subject to the legal sale and satisfaction of

