

Sierra View Estates Unit No. 1

042110

RECORDING REQUESTED BY:
Pacer Title Company

JUL 23 2 45 PM '88

COUNTY RECORDER

AFTER RECORDING MAIL TO:
Barbara Denise Treat
3380 Braniff Court
Cameron Park, CA 95682

23.00

13

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

The Declaration is made on July 23, 1988,
by Barbara Denise Treat, an unmarried woman, hereinafter called
"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 made a
part hereof consisting of one page, hereafter "said property".

Whereas, Declarant shall convey said property subject to
certain protective covenants, conditions and restrictions, 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
purposes. 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 structure within the subdivision shall be more than
thirty (30) feet in height, measured from the highest elevation
of the lot upon which it is constructed at the highest point of
the structure. The total square footage of any structure located
on any and all lots in the subdivision shall have a minimum
square footage of 1600 square feet, exclusive of any patios, open
porches and garages.

4. Building Materials

All buildings erected within the 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. All materials, landscaping, and improvements shall be in conformity with the color scheme, type, quality and other criteria established by the Architectural Committee Rules. Geodesic dome homes and/or log homes shall not be erected, placed or construction within the Subdivision.

5. Maintenance

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

6. Prevention of Erosion

Each lot owner shall keep, maintain, water, plan and replant all areas, slopes, bank, 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.

7. 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 detrimental to any property in the vicinity thereof or to the occupation of any such property in such vicinity.

8. 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.

9. Animals

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.

10. 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 occupant 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 a "For Sale", "For Rent" or "For Lease" sign not exceeding 18" X 24" in size.

11. Drainage

No lot owner or occupancy 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 provisions 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 recording of this Declaration.

The owner(s) of Lot 16 of Sierra View Estates Unit No. 3, which final map will be recorded at a later date and said lot is shown on the Tentative Map No. 87-1067, which is filed with the County of El Dorado Planning Department as Lot 1; will maintain at their own expense the drainage easement on, over and across said property. Said drainage easement is shown on Exhibit "B" attached hereto and made a part hereof.

12. 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.

13. 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 or 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 of 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.

14. Trailers, Boats and Motor Vehicles

(A) Except as expressly provided below, no vehicle which exceeds 12,000 pounds gross vehicle weight, or has a wheel base exceeding 133" or is fitted with dual rear wheels, or any bus, boat, trailer, farm vehicle, camper body, or aircraft shall be permanently or semi-permanently parked in the subdivision 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 (10) foot side yard. It shall be permissible to park the above described vehicles in such side yard provided (a) that they are not in the front yard setback area; and (b) that they are parked behind a fence of a least six (6) feet high. The fences 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 the subdivision 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.

15. 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.

16. Completion

When an erection of a structure is once begun, the work thereon must proceed diligently and such structure must be completed within a reasonable time, said reasonable time to be determined by the Architectural Committee.

17. 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.

18. Covering of Lot Surface

Not more than 50% of any lot shall be covered with structures or paving material.

19. Retention of Natural Vegetation and Landscaping

No natural plants, trees, bushes, shrubbery or vegetation shall be removed from any lot other than absolutely necessary. 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.

20. Fences

No fences, rail, 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.

21. Impairment of View

No structures, buildings, dwellings, fences or landscaping 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 lots.

22. Exterior Painting

All exterior wood and manufactured surfaces with the exception of brick shall be painted or stained.

23. 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, such metal shall be painted for the purpose of preventing glare.

24. 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 and safety codes, county ordinances and public utility regulations. Any violation of said regulations shall be a violation of this Declaration.

25. 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, fountain; landscaping, stonework, or concrete work; related mechanical, plumbing, or electrical facilities; awnings, patio covers and antennas, be made until the plans and specifications showing the nature, kind, shape, materials, and location of the same have been submitted to, 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 27.

26. Appointment of Architectural Control Committee

The Declarant shall appoint an Architectural Control Committee consisting of not less than three nor more than five persons. Each member of the Architectural Committee shall serve for one year. Members may serve successive appointments. The Declarant may delegate the duty of appointing members of the Architectural Control Committee to any designee. Such designee shall be permitted 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.

28. Amendment

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, 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. Each lot owner including Declarant shall have one (1) vote per lot or parcel as shown on Exhibit "A" attached.

29. Mortgage Protection 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 and provisions herein.

30. Severability of Provisions

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision or provisions shall not invalidate any other provisions.

31. 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.

31. 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.

32. 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 provisions 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 the Declaration.

Barbara Denise Treat
BARBARA DENISE TREAT, OWNER

STATE OF CALIFORNIA)
) SS.
COUNTY OF El Dorado)

On this 28th day of July, 19 88, before me, the undersigned Notary Public in and for said County and State, personally appeared Barbara Denise Treat

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person _____ whose name _____ and acknowledged that she executed it.

 LYNDA TREMAIN
NOTARY PUBLIC
El Dorado County, CA
My Commission Expires June 30, 1989

Lynda Tremain
Notary Public in and for said County and State

EXHIBIT "A"

PARCEL ONE:

Lots 1 through 5 inclusive, of Sierra View Estates Unit No. 1 filed in the Office of the County Recorder of said County in Book G, Page 107 of Maps, of El Dorado County, State of California.

PARCEL TWO:

All that portion of the Northwest quarter of the Southwest quarter of Section 33, Township 10 North, Range 9 East, M.D.B.&M., described as follows:

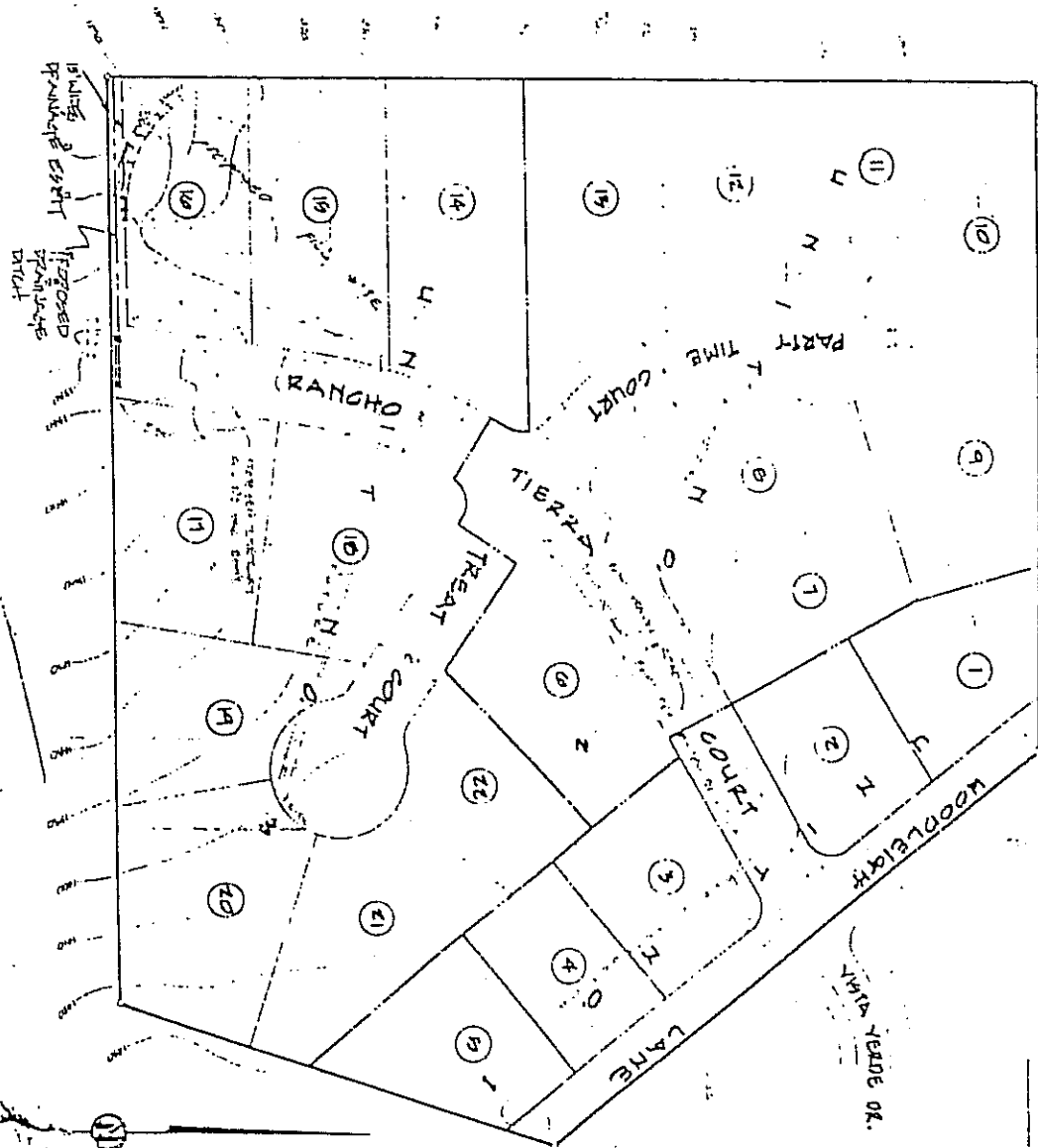
BEGINNING at the Northwest corner of the said Northwest quarter of the Southwest quarter, marked by a 2 inch capped iron pipe stamped "R.C.E. 14747" THENCE FROM SAID POINT OF BEGINNING, along the North line of the said Northwest quarter of the Southwest quarter South $89^{\circ}53'50''$ East 481.17 feet to a point in the centerline of an existing 60.00 foot road right of way; thence along said centerline South $38^{\circ}16'$ East 181.44 feet to the intersection of the Northwesterly boundary of said road South $60^{\circ}58'02''$ West 110.13 feet, South $61^{\circ}00'55''$ West 317.03 feet, and South $7^{\circ}05'40''$ West 320.03 feet; thence leaving said road boundary North $89^{\circ}58'$ West 182.27 feet to a point on the West line of the said Northwest quarter of the Southwest quarter; thence along said West line North $00^{\circ}09'44''$ East 667.84 feet to the point of beginning.

PARCEL THREE:

All that portion of the Northwest quarter of the Southwest quarter of Section 33, Township 10 North, Range 09 East, M.D.B.&M., more particularly described as follows:

BEGINNING at the Southeasterly corner of the realty herein described, from which the Southeast corner of the Northwest quarter of the Southwest quarter of said Section 33, marked by a 2 inch capped iron pipe stamped R.C.E. 14747, bears (2 courses) South $00^{\circ}13'30''$ West 667.04 feet to a point on the South line of said Northwest quarter of the Southwest quarter, and along said South line North $89^{\circ}57'43''$ East 662.73 feet; thence from said point of beginning North $89^{\circ}58'$ West 481.22 feet to a point on the Westerly boundary of an existing 60.00 foot road right of way; thence along said Westerly boundary North $7^{\circ}05'$ East 320.03 feet, North $61^{\circ}00'55''$ East 317.03 feet, and North $60^{\circ}58'02''$ East 110.13 feet to a point in the centerline of a 60.00 foot road right of way; thence along said centerline South $38^{\circ}16'$ East 270.00 feet; thence leaving said centerline, South $17^{\circ}34'40''$ west 328.24 feet to the point of beginning.

EXHIBIT 'D'



PROPOSED FILL SITE : EROSION CONTROL

GIENZA VIEW ESTATES

10000 S. ...
 ...
 ...

GENERAL NOTE

- 1. All fill areas shall be stabilized by a topsoil...
- 2. Erosion control measures shall be installed...
- 3. All areas shall be stabilized by a topsoil...
- 4. All areas shall be stabilized by a topsoil...
- 5. All areas shall be stabilized by a topsoil...
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- 16. All areas shall be stabilized by a topsoil...
- 17. All areas shall be stabilized by a topsoil...
- 18. All areas shall be stabilized by a topsoil...
- 19. All areas shall be stabilized by a topsoil...
- 20. All areas shall be stabilized by a topsoil...
- 21. All areas shall be stabilized by a topsoil...
- 22. All areas shall be stabilized by a topsoil...



RECORDER'S MEMO: Legibility of writing, Typing or Printing UNSATISFACTORY in Portions of this document when received.

500-2958 (REV. 280)

042710

0.57248

EL DORADO COUNTY-CALIF.
RECORD REQUESTED BY:
Pacer Title Company

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THIS DOCUMENT IS BEING RE-RECORDED
TO CORRECT THE TYPO ON PAGE 7 OF THIS
DOCUMENT...

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OCT 7 9 16 AM '88

EL DORADO COUNTY CARR
COUNTY RECORDER

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AFTER RECORDING MAIL TO:
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3380 Braffitt Court
Cameron Park, CA 95682

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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.

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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.

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28. Amendment

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, 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. Each lot owner including Declarant shall have one (1) vote per lot or parcel as shown on Exhibit "A" attached.

29. Mortgage Protection 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 and provisions herein.

30. Severability of Provisions

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision or provisions shall not invalidate any other provisions.

31. 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.

31.A 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.

32. Remedies

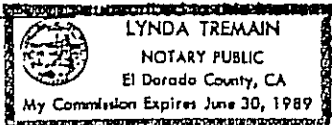
The Declarant or any owner of any lot in said property shall have the ability and right to bring an action, in equity or in law, to enjoin any breach of any provisions of this Declaration and request and secure damages from any liable violating party for said breach. The Declarant and any such owner 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 the Declaration.

Barbara Denise Treat
BARBARA DENISE TREAT, OWNER

STATE OF CALIFORNIA)
)
COUNTY OF El Dorado) SS.

On this 28th day of July, 1988, before me, the undersigned Notary Public In and for said County and State, personally appeared Barbara Denise Treat

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person _____ whose name _____ and acknowledged that she executed it.



Lynda Tremain
Notary Public In and for said County and State

EXHIBIT "A"

PARCEL ONE:

Lots 1 through 5 inclusive, of Sierra View Estates Unit No. 1 filed in the Office of the County Recorder of said County in Book G, Page 107 of Maps, of El Dorado County, State of California.

PARCEL TWO:

All that portion of the Northwest quarter of the Southwest quarter of Section 33, Township 10 North, Range 9 East, M.D.B.&M., described as follows:

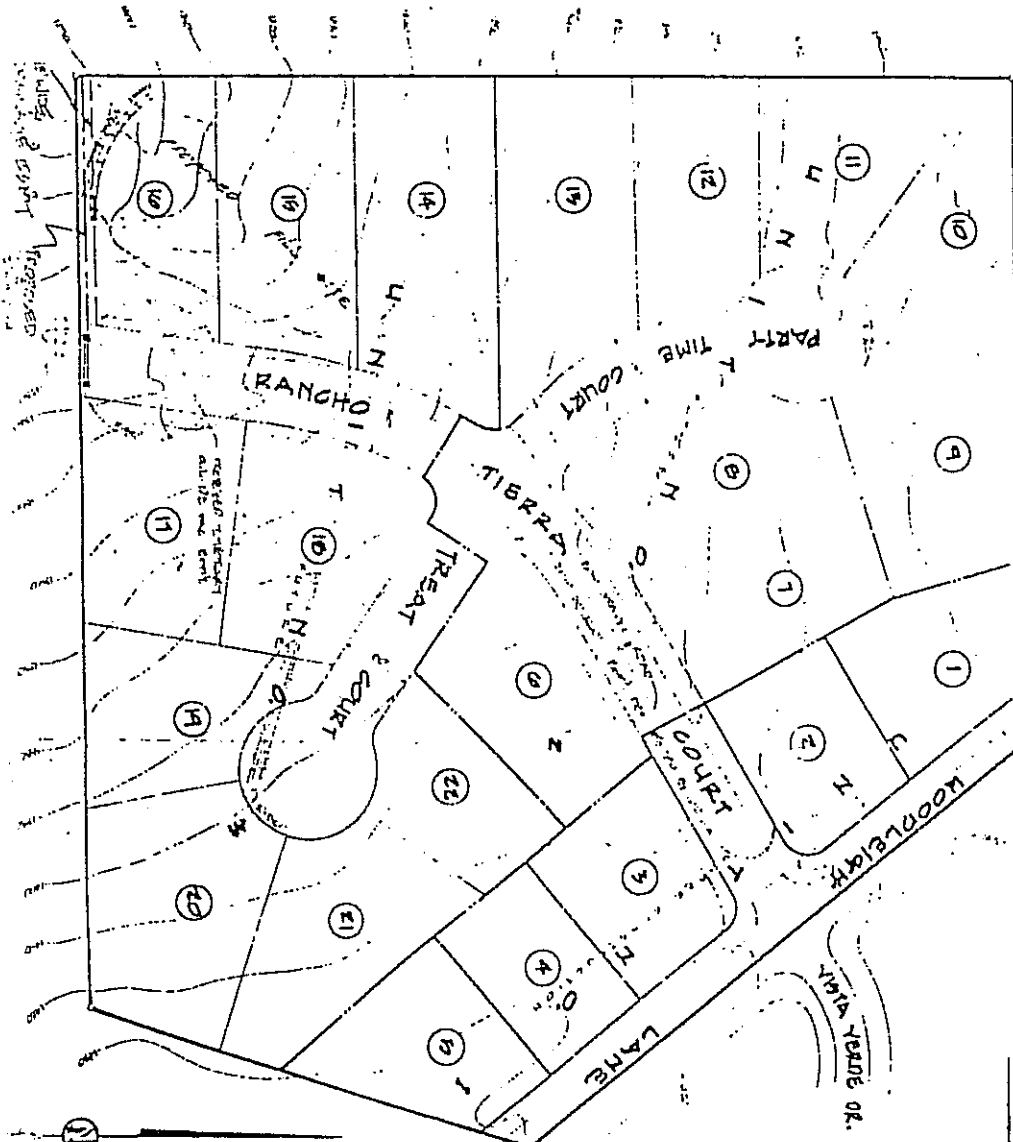
BEGINNING at the Northwest corner of the said Northwest quarter of the Southwest quarter, marked by a 2 inch capped iron pipe stamped "R.C.E. 14747" THENCE FROM SAID POINT OF BEGINNING, along the North line of the said Northwest quarter of the Southwest quarter South $89^{\circ}53'50''$ East 481.17 feet to a point in the centerline of an existing 60.00 foot road right of way; thence along said centerline South $38^{\circ}16'$ East 181.44 feet to the intersection of the Northwesterly boundary of said road South $60^{\circ}58'02''$ West 110.13 feet, South $61^{\circ}00'55''$ West 317.03 feet, and South $7^{\circ}05'40''$ West 320.03 feet; thence leaving said road boundary North $89^{\circ}58'$ West 182.27 feet to a point on the West line of the said Northwest quarter of the Southwest quarter; thence along said West line North $00^{\circ}09'44''$ East 667.84 feet to the point of beginning.

PARCEL THREE:

All that portion of the Northwest quarter of the Southwest quarter of Section 33, Township 10 North, Range 09 East, M.D.B.&M., more particularly described as follows:

BEGINNING at the Southeasterly corner of the realty herein described, from which the Southeast corner of the Northwest quarter of the Southwest quarter of said Section 33, marked by a 2 inch capped iron pipe stamped R.C.E. 14747, bears (2 courses) South $00^{\circ}13'30''$ West 667.04 feet to a point on the South line of said Northwest quarter of the Southwest quarter, and along said South line North $89^{\circ}57'43''$ East 662.73 feet; thence from said point of beginning North $89^{\circ}58'$ West 481.2 feet to a point on the Westerly boundary of an existing 60.00 foot road right of way; thence along said Westerly boundary North $7^{\circ}05'$ East 320.03 feet, North $61^{\circ}00'55''$ East 317.03 feet, and North $60^{\circ}58'02''$ East 110.13 feet to a point in the centerline of a 60.00 foot road right of way; thence along said centerline South $38^{\circ}16'$ East 270.00 feet; thence leaving said centerline, South $17^{\circ}34'40''$ west 328.24 feet to the point of beginning.

EXHIBIT 'B'



PROPOSED PILL SITE & EROSION CONTROL

GISETTA VIEW ESTATES
COUNTY OF EL DORADO STATE OF CALIFORNIA

LIENSORS HAVE REVIEWED THIS DOCUMENT

GENERAL NOTES

- 1. THE PILL AREA SHALL BE SITUATED AS SHOWN ON THIS PLAT.
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- 22. THE PILL AREA SHALL BE SITUATED AS SHOWN ON THIS PLAT.

RECORDER'S MEMO: Legibility of writing, Typing or Printing UNSATISFACTORY in Portions of this document when received.

BOOK 2988 PAGE 280

BOOK 3026 PAGE 529