

1
2 WHEN RECORDED MAIL TO:

El Dorado, County Recorder
William E. Schultz Co Recorder Office

3 OLD REPUBLIC TITLE
4 INSURANCE COMPANY
5 877 EMBARCADERO DRIVE
6 SUITE 3
7 EL DORADO HILLS. CA 95762

DOC - 98-0023752-00
Acct 5-OLD REPUBLIC TITLE CO
Friday, MAY 01, 1998 13:38:34
Ttl Pd \$43.00 Nbr-0000027258
CLC/C2/1-13

8
9
10 (916) 933-4003

11 DECLARATION OF COVENANTS, CONDITIONS
12 AND RESTRICTIONS

13 WOODLEIGH HEIGHTS

14 WHEREAS, DEED. a California L.L.C., hereinafter called the Declarant, is the owner of all
15 that parcel of land in the County of El Dorado, State of California, described as follows:

16 Lot 1, as shown on the plat of "WOODLEIGH HEIGHTS, UNIT 1", according to the
17 official plat thereof, recorded in the office of the El Dorado County Recorder in the
18 Book H of Maps, Map No. 148.

19 WHEREAS, Declarant desires to create, establish and impose certain conditions, covenants,
20 and restrictions, against said lots and each of them, and the purchasers and subsequent
21 owners, thereof pursuant to and for the furtherance of a general plan or a scheme for the
22 improvement, desirability and attractiveness. Each lot and parcel is and shall be held and
23 conveyed subject to the following conditions, covenants, and restrictions, hereinafter
24 contained which shall run with the land and shall continue in full force and effect for a period
25 of thirty-five (35) years from the date these covenants are recorded, at which time the same
shall be automatically extended for successive periods of ten (10) years.

26 Declarant hereby declares that for the purpose of this Declaration the word "lot" shall
27 mean any numbered lot designated on the subdivision map herein referred to, and the word,
28 "plot" shall mean any parcel of land surrounding one residential building and appurtenant

1
2 buildings where composed of one or more lots or a lot and a fraction of another lot or lots, and
3 thereby creating one homesite, which parcel is fenced or otherwise monumented to show the
4 exterior boundaries of said homesite and not include any adjacent or "lettered" parcels.

5 **GENERAL DESIGN RESTRICTIONS:** The following restrictions shall apply throughout
6 the property:

7 1. Use of Lots: A lot shall not be used, nor shall any portion thereof be used, for any
8 purpose other than a residence. However, buildings on lots owned by Declarant or its
9 nominees may be used as models and sales offices and construction offices for the
10 purpose of selling or construction of dwellings on the property until all of the dwellings
11 thereon are sold.

12 No single-family detached residence shall be constructed having a total finished floor
13 space, exclusive of storage, porches and overhangs, less than 1750 square feet for a one-
14 story or split level building, and 2000 square feet for a two-story building.

15 All building plans for single family detached residences shall be submitted to the
16 Architectural Control Committee for architectural review, landscape and approval. Until
17 such authorization is obtained, no building shall commence upon any lot within the
18 subject property.

19 2. Setback Lines: No building shall be erected on any lot in violation of the front setback
20 line or the side setback line adjacent to the street in the case of a corner lot as shown on
21 the recorded plat map of the subdivision without the approval of the County of El Dorado
22 Planning Department. Side and rear yard setbacks shall be approved by the County of
23 El Dorado.

24 3. Utility Easements and Rights-of-Way: A utility right-of-way for the installation,
25 maintenance and repair of sanitary and storm sewers, storm water ditches, natural gas
26 lines, water pipe lines, electric power, cable television and telephone lines, street lighting
27 systems and the necessary appurtenances thereto, as shown on the recorded map.
28

- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
4. Care of Properties: All vacant lots in this subdivision shall at all times be kept free of rubbish and litter; weeds and grass shall be disked out or kept well mown so as to present a tidy appearance. The yards and grounds in connection with all improved properties shall be at all times kept in a neat and sightly condition and shall be cultivated and planted to any extent sufficient to maintain an appearance not out of keeping with that of typical homes in the subdivision.
 5. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other equipment for the storage of such material shall be kept in a clean and sanitary condition.
 6. Unsightly Items: All weeds, rubbish, debris, objects or material of any kind shall be regularly removed from the lots and parcels and shall not be allowed to accumulate thereon. All clotheslines, storage areas, machinery and equipment shall be prohibited upon any lot unless obscured from view of adjoining streets or lots by a fence or appropriate screen. No lot shall be used as a storage or dumping ground for inoperative vehicles.
 7. Offensive Activities: No owners nor occupants shall create a nuisance to the neighborhood. For the purpose of this declaration of tract restrictions, the word "nuisance" shall be defined as the commission of any act which shall be offensive to seventy-five (75) percent of the owners of property within a two hundred fifty (250) foot radius from the perimeter of any lot or parcel from which such nuisance may be created. The existence of such nuisance shall be determined when seventy-five (75) percent of the owners of the property within the herein prescribed radius of the nuisance, or the Declarant, as long as it shall own any lots or parcels, shall sign a notice addressed to and delivered to the owners of any lot or parcel on which such a nuisance is created, advising that the nuisance exists and request immediate abatement thereof. Such a notice shall be delivered by registered mail and within thirty (30) days after receipt thereof by the owners of any lot or parcel on which such a nuisance is created if such nuisance is not abated then

1
2 Declarant or any owner of a lot or parcel in this tract may by appropriate proceeding.
3 institute legal action to enforce abatement.

- 4
5 8. Owner's Maintenance Obligations: Except as may be provided in any supplemental
6 declaration, each Owner shall be responsible for maintenance and repair of any structure
7 which may be constructed or installed upon his or her lot or parcel, and/or his or her yard
8 area. Such maintenance and repair shall be comparable to new construction within the
9 area. Without limiting the generality of the foregoing, and except as may be provided in
10 supplemental declarations referred to above, all repairing, replacing and caring for roofs,
11 fences, exterior building surfaces, exterior glass surfaces, exterior doors, and maintenance
12 of all yard areas shall be Owner's responsibility.
- 13 9. Dwelling Costs, Quality and Size: No dwelling shall be permitted on any lot at a cost of
14 less than \$95,000 exclusive of lot costs, based upon cost levels prevailing on the date
15 these covenants are recorded, it being the intention and purpose of these covenants to
16 assure that all dwellings shall be of a quality of workmanship and materials substantially
17 the same or better than that which can be produced on the date these covenants are
18 recorded at the minimum cost stated herein for the minimum permitted dwelling size.
- 19 10. New Construction and Materials: No building shall be permitted on any lot or parcel until
20 plans and specifications thereof have been approved in writing by the architectural review
21 committee; nor shall any alterations or other changes substantially affecting the exterior of
22 any structure constructed on said premises be made until and unless the plans and
23 specifications thereof shall have been first approved in writing by said committee and a
24 copy thereof filed with said committee. No building or structure constructed elsewhere
25 shall be moved or placed on any lot or parcel. Without limiting the generality of the
26 preceding sentence, it shall be construed to describe prefabricated homes, modular homes
27 and mobile homes. All buildings erected on any lot or parcel shall be of new construction.
28 However, this subparagraph shall neither prevent the use of used brick or any other
materials that may be attractive and preservative of the property values. When the
construction of a building is begun on a lot or parcel, work shall be pursued diligently and

1
2 continuously to completion, subject to weather, strikes and acts of God, or other matters
3 beyond the control of the owner.

- 4
5 11. Variety of Materials: Variation in structures and buildings shall be achieved by
6 incorporating a variety of materials including but not limited to, stucco, wood siding,
7 exclusive of TR1-11 and brick. The use of a variety of materials is intended to ensure
8 attractive and interesting buildings and structures and be preservative of property values.
- 9 12. Temporary Structures: No structure of a temporary character, trailer, basement, tent,
10 shack, garage, barn or other out-building shall be used on any lot at any time as a
11 residence either temporarily or permanently, provided, however, that a temporary office,
12 trailer office, tool shed, lumber shed, and/or sales office may be maintained upon any lot
13 or lots by any building contractor for the purpose of erecting and selling dwellings on any
14 lot or lots, but such temporary structure shall be removed at completion of construction.
- 15 13. Window Covers: Curtains, drapes, shutters or blinds shall be installed as window
16 coverings. No window shall be covered with aluminum foil, bed linens, cardboard or
17 similar materials after the residence has been occupied.
- 18 14. Clothes Drying: No clothes, sheets, blankets or other articles shall be hung out to dry on
19 any part of said property, except in a yard enclosed by a lattice fence, wall, or other
20 enclosure approved by the Committee. Such enclosure shall be located so as not to be
21 between the front or the side of any house or the projection of the line thereof and the
22 adjacent street. In addition, no clothes, sheets, blankets or any article shall be hung to dry
23 in a garage or storage area in which the garage door has been left open so as to create an
24 unsightly view from the street.
- 25 15. Roofs: All buildings shall have tile roofs. No pitch of a roof shall be less than 6' in 12'.
- 26
27 16. Utilities, Antennas, Heating or Air Conditioning Equipment: All electric, gas, television,
28 radio and telephone line installations to buildings or structures placed upon any lot shall

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

be underground and no electric power or telephone poles shall be installed on any portion of any lot.

No television, radio or other electric antenna or device of any type except eighteen inch (18") satellite dishes shall be erected, constructed, placed or permitted to remain on the ground surface of any of the lots, or upon any of the houses or buildings constructed on such lots unless the same be contained within a house or building.

No heating, cooling, or air conditioning equipment, including fans or similar devices shall be placed or permitted to remain upon the roofs or any house or building constructed on a lot.

17. Vehicles and Garages: No vehicles shall be kept or stored upon any of said lots other than those vehicles primarily and currently used for transportation of persons other than for hire, unless it be kept or stored in an enclosed garage when not in use. No such vehicle owned or in the possession or under the control of any resident in said subdivision shall be parked overnight on any street within said subdivision. No vehicle of any type (including motorcycles) shall be permanently or semi-permanently parked on or upon the public street within the subdivided property or on any driveway or any lot for the purposes 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. No trailers or boats of any type or size shall be kept or stored nearer than 25 feet from any street property line for a period of time exceeding forty-eight (48) hours, unless they are stored in such a manner as not to be visible from the street.

All driveways shall be maintained in a neat and orderly condition. No motorcycles, campers, trailers, boats or recreational vehicles of any type shall be kept or parked on the public streets of the property, or outside of a fenced area behind the house set back on any lot.

18. Garage Doors: The homeowner shall use the 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.

19. Sight Distance at Intersections: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

20. Landscaping Requirements: Every owner of a lot or parcel within the property shall be responsible for installing, within one hundred twenty (120) calendar days of occupancy, and maintaining in good and attractive condition, landscaping on those portions of the lot or parcel which are visible from any street within the properties. It is the intent of these conditions to encourage attractive landscaping on each lot and providing for individual landscape architecture and maintenance programs. Compliance with this policy is expected of all homeowners in the WOODLEIGH HEIGHTS subdivision and such conditions will be strictly enforced for the common benefit accordingly.

21. Compost: No quantities of manure, composting materials, or decaying vegetation matter shall be stored in such quantities as attract household pests or constitute an injury to the person or property of any other person. Such materials shall be stored in a manner so as to prevent the creation of obnoxious odors.

22. Grading and Drainage: There shall be no cutting, filling, or grading of any lot in any manner which would cause flooding of, or erosion of, any adjoining lot or which

1
2 would interfere with the general, natural drainage pattern through the properties.

3 Homeowners should exercise special care during landscape construction in order to avoid
4 such changes to drainage patterns. El Dorado County is responsible for overall drainage
5 maintenance, each homeowner is responsible for maintenance within their individual lots.

6 23. Oil and Mining Operations: No oil drilling, oil development operations, oil refining,
7 quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall
8 oil well tanks, for oil or natural gas shall be erected, maintained or permitted upon the
9 surface of any lot.

10 24. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any
11 lot, except that dogs, cats or other conventional household pets may be kept on the lots
12 provided they are not kept, stored or maintained for any commercial purpose, or in
13 unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept
14 on the property which result in an annoyance or are obnoxious to residents in the vicinity.

15 25. Quiet Enjoyment: No act or thing shall be done upon the property covered by these
16 restrictions, which may be or may become an annoyance or nuisance to the neighborhood
17 or to destroy the quiet enjoyment of the lots.

18 26. Signs: No signs of any character shall be permitted on any lot in said subdivision except
19 that a single sign no larger than the standard size, setting forth the fact that the subject
20 property is for rent or for sale, may be permitted. No sign will be permitted in said
21 subdivision larger than 60 square inches, setting forth the name of the owner or the
22 occupant of any property. No signs of a commercial nature shall be erected at any time.
23 This shall in no way affect the developers use of signs necessary in connection with the
24 initial construction of homes for the sale on any of the lots contained herein or permanent
25 identification signage placed to enhance neighborhood identity
26
27
28

1
2 27. Architectural Control: The Architectural Control Committee shall be composed of
3 Everett E. Thorne, David Crosariol and Tom Reid, all of whom can be reached at
4 3235 Monier Circle, Suite 1, Ranch Cordova, California 95742.

5
6 A majority of the committee may designate a representative to act for it. In the event
7 of death or resignation of any member of the committee, the remaining members shall
8 have the full authority to designate a successor. Neither members of the committee, nor
9 its designated representative shall be entitled to any compensation for service performed
10 pursuant to this covenant. On the first date the declarant no longer owns any lot in the
11 project the ACC and the control architect shall be deemed to resign without further action.
12 At that time the ACC will be turned over to the Cameron Park Community Services
13 District, located at 3200 Country Club Drive, Cameron Park, CA 95682. The members of
14 the ACC will then be comprised and/or decided upon solely by the staff of the Community
15 Services District. Neither the ACC nor the Control Architect shall be liable for damages
16 to anyone submitting any plans or request to them for approval or to any owner of land
17 affected by these covenants by reason of mistake in judgement, negligence or nonfeasance
18 arising out of or in connection with the approval of disapproval or failure to approve any
19 such agrees by submission thereof, every owner of any said property agrees by acquiring
20 title hereto, that he will not bring any such action or suit to recover any such damages.

21 Procedure: Requests for approval shall be submitted on a Standard Letter of Transmittal,
22 along with three (3) sets of plans. (The Committee's approval or disapproval shall be in
23 accordance with these Covenants and the Committee's adopted policies and procedures.)
24 Committee shall not arbitrarily or unreasonably withhold its approval of any plans or
25 request submitted to it pursuant hereto. If plans or a request have been submitted to the
26 Committee or its designated representative for approval and the Committee or its
27 designated representative fails to act within thirty (30) days thereafter, approval shall be
28 deemed to have been obtained as required in these covenants. The Committee shall have
the power to establish and grant variances from these covenants where in its judgment
extraordinary circumstances so warrant.

1
2 Responsibility: Neither Declarant, nor the Committee, nor any member(s) thereof, nor
3 any successor(s) or assign(s) thereto or thereof, shall be liable in damages to anyone
4 submitting any plans or request to them for approval, or to any owner of land affected by
5 these covenants by reason of mistake in judgment, negligence or nonfeasance arising out
6 of or in connection with the approval or disapproval or failure to approve any such plans
7 or request. Every person who submits any plans or request to the Committee for approval
8 agrees, by submission thereof, every owner of said property agrees by acquiring title
9 hereto, that he or she will not bring any such action or suit to recover any such damages.

10 28. Term: These Covenants are to run with the land and shall be binding on all parties and all
11 persons claiming under them for a period of thirty-five (35) years from the date this
12 instrument is recorded, after which time the Covenants shall be automatically extended for
13 an additional ten (10) years unless terminated or modified as provided herein.

14 29. Amendments: These restrictions may be amended at any time and from time to time by
15 an instrument in writing signed by the owner(s) of fifty-one percent (51%) or more of said
16 lots which said written instrument shall be recorded in the office of the County Recorder
17 of the County of El Dorado, Placerville, California.

18 30. Enforcement: Enforcement shall be by proceedings at law or in equity against any person
19 or persons violating or attempting to violate any covenant either to restrain violation or to
20 recover damages. The Cameron Park Community Services District may enforce these
21 Covenants, Conditions and Restrictions Pursuant to Section 61601.16, California
22 Government Code.

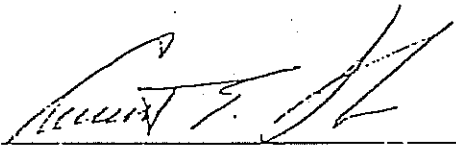
23 31. Severability: Invalidation of any one of these covenants by judgment or court order shall
24 in no way affect any of the other provisions which shall remain in full force and effect.

25 32. Attorney's Fees: In any legal proceeding for the enforcement of this instrument, the
26 prevailing party shall be entitled to reasonable attorneys fees.
27
28

33. Mortgage Protection: No breach of the covenants, conditions and restrictions contained in this declaration, nor the enforcement of any provisions herein, shall affect, impair, defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding on and effective against the title to any property acquired through foreclosure or sale of any mortgage or deed or trust and shall be held subject to all the provisions contained herein.

Dated this 29th day of April, 1998.

DEED, a California L.L.C.

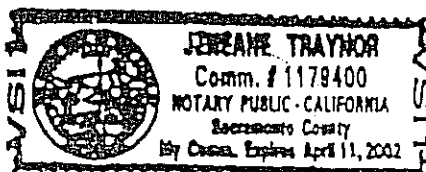
By: 
Everett E. Thorne, Manager

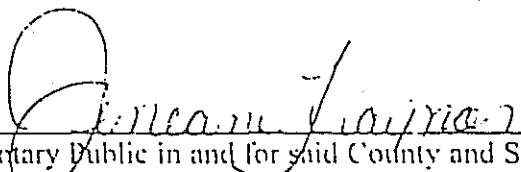
STATE OF CALIFORNIA

COUNTY OF Sacramento

On this 29th day of April, 1998, before me a Notary Public, personally appeared Everett E. Thorne, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to this instrument, and acknowledged that he (she or they) executed it.

WITNESS my hand and official seal.




Notary Public in and for said County and State



023752

OLD REPUBLIC TITLE COMPANY

7010 Madison Avenue, Suite 150 • Fair Oaks, CA • 95628 • (916) 965-3601 • FAX (916) 965-3597

State of California
County of Sacramento

On April 29, 1998 before me, the undersigned, a Notary Public in and for said State, personally appeared Everett E. Thorne

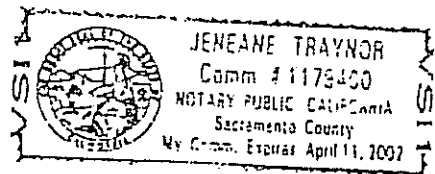
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Name Jeneane Traynor

(typed or printed)



(Seal)

