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EL DORADO COUNTY CALIF
RECORD REQUESTED BY:

WHEN RECORDED MAIL TO:

Placer Title Company

FAIRWAY PROPERTIES, LLC
3754 Fairway Drive
Cameron Park, Ca 95682

95 JAN 17 PM 1:10

WILLIAM "BILL" SCHULTZ
COUNTY RECORDER-CLERK

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

WOODLEIGH VILLAGE, PHASE 1

This declaration is made on the date hereinafter set forth by Fairway Properties, LLC hereinafter referred to as "Declarants", as follows:

WHEREAS, Declarants are the owners of certain real property situated in El Dorado County, California, described as Lots 1 through 5 shown on that subdivision map entitled "Woodleigh Village, Phase 1", recorded in the office of the Recorder of El Dorado County, California, on the 16th day of January 1996, in Book H of Maps, at Page 109, and

NOW, THEREFORE, Declarants hereby declare that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title, or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I - Property Owners Rights and Obligations

Section 1. Uses Permitted. Lots shall be used solely for single family residential purposes and no buildings shall be erected or permitted to remain on any lot other than one single family dwelling, a private garage for the occupants use, and other usual outbuildings incidental and appurtenant to a private dwelling as permitted by county ordinance.

Section 2. Minimum Size. No dwelling shall be constructed or permitted to remain on any lot having total floor area, exclusive of open porches and garages, of less than 2000 square feet.

Section 3. Storage Areas. Storage and service areas shall be enclosed by a fence or other enclosure. No structure of a temporary nature such as a trailer, basement, tent, etc., shall be used on any Lot as a residence, either temporarily or permanently.

Section 4. Roof Top Units. Roof top heating and/or air conditioning units must not be visible from the street. Propane tanks must be screened from view from the street.

Section 5. Dwelling Completion. Once construction of a dwelling is commenced, the exterior, including finished painting must be completed within 12 months.

Section 6. Landscaping. Landscaping of the front yard of any lot must be completed within one year from occupancy of the dwelling.

Section 7. Antennas. No rooftop antennas are permitted. Other electronic receivers, dishes, etc., must be screened from the street.

Section 8. Off Street Parking. No boats, boat trailers, house trailers, recreation vehicles, or other vehicles including commercial and construction equipment shall be regularly parked on the street, driveway, or upon any lot unless they are behind a fence or in an enclosed garage so as to be reasonably shielded from view from the street. No goods, materials, or equipment of any type shall be stored in an area where visible from the street.

Section 9. Vehicle Repairs. No major mechanical repairs shall be made to any vehicle outside the covered area of the garage.

Section 10. Storage of Trash. Rubbish, garbage, trash and all refuse shall be stored in sanitary containers. Such containers and refuse shall be concealed so as not to be visible from the street.

Section 11. Overhead Service Lines. No overhead telephone or electrical service lines may be constructed on any lot.

Section 12. Lot Line Setbacks. No portion of any structure shall be less than 20 feet from the front lot line and no fence shall be more than 3 feet high within the front set back area. Other setbacks shall be as permitted by County ordinance. Sideyard and backyard fences shall not exceed 6 feet in height and if of solid wood shall be the "good neighbor" design.

Section 13. Nuisances. No noxious or offensive activity shall be carried on upon any lot which may become an annoyance or nuisance to the neighborhood.

Section 14. Architectural Control. No building, fence, wall or other structure shall be erected, placed or altered in external design or color on any lot until construction plans and specifications, the exterior color scheme, and a plan showing the location of the structure on the lot have been filed with, and approved in writing by, the Architectural Control Committee as to

conformity and harmony of external design and appearance with surrounding development, and as to location of the building and finished grounds elevation. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans have been submitted to it, approval will not be required and this Section will be deemed to have been complied with.

ARTICLE II - Architectural Control Committee

Section 1. Memberships. The Architectural Control committee shall be composed of a representative of T.L. Stigall Inc. and the Declarant, or their Assignee. Responsibility for Architectural Control shall be transferred to Cameron Park Community Service District upon completion of the initial construction of homes on all of the effected lots.

Section 2. Procedures. Requests for approval shall be submitted to the Committee or designated representative, along with one (1) set of plans. (The Committee's approval or disapproval as required in these Covenants shall be in writing and the Committee shall not arbitrarily or unreasonably withhold its approval of any plans or request submitted to it pursuant hereto. If plans or a request has been submitted to the Committee and its designated representative fails to act within thirty (30) days thereafter, approval shall be 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 extraordinary circumstances warrant.

ARTICLE III - Easements

Section 1. Easements for Utilities and Maintenance. Easements over and under the Subdivision for the installation, repair and maintenance of electric, telephone, water, gas and sanitary sewer lines and facilities, heating facilities, cable lines, drainage facilities, walkways and landscaping as shown on the recorded map of the property, and as may be hereafter required or needed to service the Subdivision, are hereby reserved by Declarant and its successors and assigns, together with the right to grant and transfer the same.

Section 2. Creation of Easements. Declarant shall have the right at any time prior to acquisition of title by any grantee, to establish additional easements, reservations and rights of way to itself, its successors and assigns in any conveyance of the property or any portion thereof. Declarant or the organization for whose benefit easements, reservations and rights of way have been established shall have the right at any time to cut and remove any trees or branches or any other unauthorized object from easements, reservations and rights of way.

ARTICLE IV - Amendment of Declaration.

- A. Prior to the close of escrow on the sale of the first lot, Declarant may amend or revoke this Declaration subject to the requirements of Business and Professions Code 11012 and 11018.7.
- B. After sale of the first lot this Declaration may be amended only by written consent of 60 percent of the lot owners.

ARTICLE V - General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be binding on the Owner of any Lots, their legal representatives, heirs, grantees, tenants, successors and assigns, subject to this Declaration, for a term of 30 years from the date this Declaration is recorded. Thereafter, they shall be automatically extended for successive periods of 10 years, unless an instrument in writing, signed by a majority of the then Owners of the Lots, has been recorded within the year preceding the beginning of each successive period of 10 years, agreeing to change said covenants and restrictions in whole or in part, or to terminate the same.

Section 2. Breach.

- (a) Enforcement. The result of every act or omission whereby any of the covenants contained herein are violated in whole or in part is hereby declared to be and constitutes a nuisance. The provisions of this Declaration may be enforced by the Declarant or its successors in interest, or by the Cameron Park Community Services District.
- (b) Attorney's Fees. In any legal proceeding for the enforcement of this Declaration, the losing party or parties shall pay the attorney's fees of the prevailing party or parties in such amount as may be fixed by the Court in such proceedings.

Section 3. Time Limits. Except as herein provided, the failure to enforce any restrictions herein contained shall in no event constitute a waiver of the right to do so thereafter nor of the right to enforce any other restriction herein.

Section 4. Assignability. Any and all of the rights and powers of the Declarant herein contained may be assigned by Declarant to any person, pertaining to said rights and powers.

Section 5. Acceptance. Every person who now or hereafter owns or acquires any right, title, estate or interest in any lot covered by these Covenants is and shall be deemed to have consented and agreed to every Covenant and restriction contained in the instrument by which such person acquired an interest in said property.

Section 6. Effect of Deed of Trust. 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 such mortgage or Deed of Trust shall thereafter be held subject to all of the restrictions and provisions hereof.

Section 7. Severability. Invalidation of any one of these Covenants by judgment of a court shall in no way effect any of the other provisions which shall remain in full force and effect.

Section 8. Fair Housing. No owner shall forbid or restrict the conveyance, encumbrance, mortgaging or occupancy of his Lot to any person of a specified race, sex, marital status, color, religion, ancestry, or national origin.

ARTICLE VI - Incorporation of Additional Properties

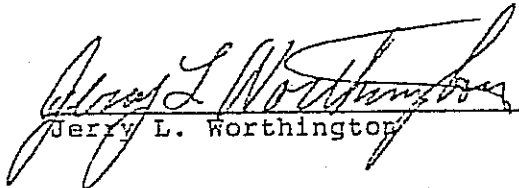
Section 1. General. Subject to the approval of the County of El Dorado, additional contiguous real property outside the confines of WOODLEIGH VILLAGE PHASE 1 may become subject to the provisions of Covenants, Conditions and Restrictions upon recording a declaration incorporating by reference these Conditions and becoming bound by all terms and conditions of Articles I through VI.

Executed this 17th day of January, 1996.

FAIRWAY PROPERTIES, LLC

Douglas S. Bisbee
DOUGLAS S. BISBEE
Declarant

Jerry L. Worthington and Barbara N. Worthington, AS
BENEFICIARY UNDER THE DEED OF TRUST RECORDED
October 30, 1990, IN BOOK 3453, PAGE 759, EL DORADO
COUNTY OFFICIAL RECORDS, BY THEIR SIGNATURE HEREBY
CONSENTS TO THE FILING OF THIS DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS, AND HEREBY SUBORDINATES
THE LIEN OF THEIR AFOREMENTIONED DEED OF TRUST TO THIS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.


Jerry L. Worthington


Barbara N. Worthington

TL STIGALL INC, AS BENEFICIARY UNDER THE
DEED OF TRUST RECORDED OCTOBER 24, 1995, IN BOOK 4566,
PAGE 400, EL DORADO COUNTY OFFICIAL RECORDS, BY THEIR
SIGNATURE HEREBY CONSENTS TO THE FILING OF THIS DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND HEREBY
SUBORDINATES THE LIEN OF THEIR AFOREMENTIONED DEED OF TRUST
TO THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

T. L. Stigall Inc.
Beneficiary

By 

ALL-PURPOSE ACKNOWLEDGEMENT

State of California
County of El Dorado

On 1-17-96 before me, J. Young
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

Personally appeared DOUGLAS J. Bisbee
NAME(S) OF SIGNER(S)

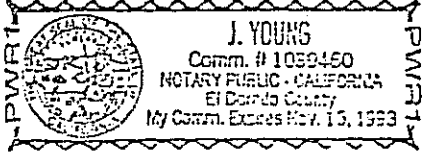
Personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Insurance Properties



Witness my hand and official seal.
[Signature]
SIGNATURE OF NOTARY

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Type or Type of Document CDERS
Number of Pages 5 Date of Document 1-17-96
Signer(s) Other Than Named Above Wilmington Curry & Barber

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF California

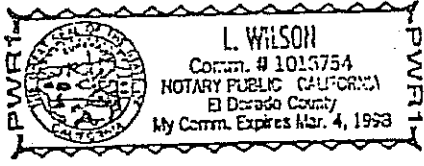
COUNTY OF El Dorado

On 6-22-95 before me, L Wilson

personally appeared Paul R. Worthington + Barbara N. Worthington
Barry Stigall

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.

L. Wilson

OPTIONAL

CAPACITY CLAIMED BY SIGNER
 INDIVIDUAL
 CORPORATE OFFICER

DESCRIPTION OF ATTACHED DOCUMENT

PARTNER(S) LIMITED
 ATTORNEY IN FACT GENERAL

TITLE OF TYPE OF DOCUMENT

GUARDIAN/CONSERVATOR
OTHER: _____

TRUSTEE(S)

NUMBER OF PAGES

SIGNER IS REPRESENTING:

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

END DOCUMENT