

Restrictions herein, if any, based
on race, color, religion or national
origin are deleted.

RETURN TO:
Dorado Estates
P.O. Box 158
Shingle Springs, Calif. 95682

OFFICIAL RECORDS
EL DORADO COUNTY, CALIF.
RECORD REQUESTED BY

TANCHE TITLE COMPANY, INC.

Nov 19 11 24 AM 1958

JAMES A. GREENEY
COUNTY RECORDER

DECLARATION OF RESTRICTIONS

ROYAL HEIGHTS

721689

DORADO ESTATES, a California Corporation, Post Office Box 158, Shingle Springs, California 95682, owner of a certain tract of land and subdivision situated in the County of El Dorado, State of California, generally known and described as "Royal Heights", the original plat of which was recorded in the Office of the County Recorder of El Dorado County, California, on Book E of Maps, Page 21, 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 parcels or 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 in this subdivision shall be used except for residential purposes in accordance with such use as set forth in Section 9412-5 of the Regulations of the El Dorado County Department of Planning, September, 1965, and/or as these Regulations may thereafter be amended by the County of El Dorado.

2) No single family detached residence shall be erected, altered, placed, or permitted to remain on any lot which is less than fourteen hundred (1,400) square feet of living area, except that any commonwall dwelling constructed to a County approved precise plan may have less than fourteen hundred (1,400) square feet but shall not have less than one thousand (1,000) square feet of living area. Said square footage living area shall be measured based on interior living space, exclusive of porch, garage, or patio.

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 fifteen (15) feet from the side street lot property line, nor closer than ten (10) feet to any side lot property line except no side setback shall be required for any commonwall 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.

RESTRICTIONS - ROYAL HEIGHTS

Page 2

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 No. 14 hereof.

5) No trailer, basement, tent, shack, garage, or other outbuilding shall be used as temporary or permanent residence.

6) When erection of a structure is once 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.

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 on any lot or lots in this subdivision, excepting signs of customary and reasonable dimensions, advertising the real property for sale, without the prior written approval of the Architectural Committee.

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 or commercial-type vehicles of any kind.

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 aesthetic appearance of the neighborhood, nor shall owners or occupants place, store, or keep unsightly boxes, bottles, or cans on premises, unless kept at rear of lot enclosed by fencing so that such unsightly objects may not be visible from the street on which said lot or plot fronts or, if a corner lot, from front and side streets.

12) No owners or 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 omission or commission of any act which shall be offensive to seventy-five (75%) per cent of the owners of single-family detached lot or parcel on which such a nuisance is being created or, in the case of commonwall single-family dwellings, the omission or commission of any act which shall be offensive to seventy-five (75%) per cent of owners of lots or parcels and dwelling

RESTRICTIONS - ROYAL HEIGHTS

Page 3

units within any single commonwall building. The existence of such a nuisance shall be determined when seventy-five (75%) per cent of the owners of properties within the herein prescribed radius or area of the nuisance or the Declarant hereof, as long as he 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 requesting immediate abatement thereof. Such a notice shall be delivered by registered mail and within thirty (30) days after receipt thereof by the owners or occupants of any lot or parcel on which such a nuisance is created if said nuisance is not abated, then Declarant or any owner of a lot or parcel in this tract may, by appropriate proceeding, institute legal action to enforce abatement.

13) Subject to compliance with County of El Dorado Zoning Regulations, said subdivision may be used for the construction and occupancy for sale or rent of commonwall buildings as follows:

a) The provisions hereof are made in contemplation of individual family residential units being sold and conveyed in fee simple with property lines running from front to rear lot lines, being consistent with centerline location of party or commonwalls on such side lot lines.

b) That upon approval by the County of El Dorado of precise site plans, side yards shall not be required for such commonwall dwellings, and that individual residential lots shall be less than the usual minimum lot size specified in the Regulations of RT Districts by the El Dorado County Department of Planning, provided that the over-all density of dwelling units to gross land area shall not exceed the density specified by the Zoning Regulations of the County of El Dorado and/or the specific density determined by the County of El Dorado for such commonwall dwellings by approval of precise site plans.

c) Applying only to commonwall dwellings, easements for installation and maintenance of utilities and drainage structures are reserved herewith along and in commonwalls, across each structure under the subfloor and over the ceiling joists, said utilities and drainage structures to run in areas normally accessible from under-door and attic access-ways or doors.

d) An easement for the joint use and maintenance of a partywall, along and across a strip of land not to exceed eight (8) inches in width on each adjoining side lot line except for the first twenty (20) feet and rear fifteen (15) feet of any lot on which no building structure is permitted. In the event that any commonwall dwellings have been constructed in such a manner that said commonwall encroaches upon the adjoining lot in excess of eight (8) inches, then in such instance there is hereby created an easement for the continued encroachment thereof for the period of the existence of the structure.

e) All partywalls shall be maintained and repaired at the joint and equal expense of the adjoining owners, subject, however, to the obligation of the respective owners to immediately repair any damage to said commonwall resulting solely from their fault or neglect.

RESTRICTIONS - ROYAL HEIGHTS

Page 4

f) Unless approved in writing by the Architectural Committee, as set forth in Paragraph 14 hereof, any and all maintenance and repair of the exterior portion, being roof and sidewalls, and pediments thereof, of all commonwall dwellings shall preserve without any alteration whatsoever in appearance the exact color and type of paint originally applied to said commonwall dwelling, and the removal of any portion or portions of roof, sidewall, and pediments thereof, shall be replaced with like materials as to same texture and general appearance. The purpose and intent of this provision is to maintain and perpetuate the neighborhood design and color harmony originally established and thereby to protect the aesthetics and property value for owners and residents as a whole in this Tract. Any violation of these provisions shall be considered a nuisance and subject to the provisions of Paragraph No. 12 hereof.

14) 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 an Architectural Committee composed of Ray D. Henderson and Rowland F. Sweet. 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 thereof 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.

If any member resigns or is unable to act, the remaining member shall discharge the functions of the Committee. At such time as ninety (90%) per cent or more of the lots in said subdivision have been conveyed to purchasers, the Developer shall, by recorded statement, relinquish the right herein to appoint and maintain the Committee, and, at such time, the then record owners of seventy-five (75%) per cent or more of the lots in said subdivision may elect and appoint a committee of three (3) or more of such owners to assume and exercise all the powers and functions of the committee specified herein. No member of any architectural committee, however created, shall receive any compensation or make any charge for his services as such.

15) 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.

16) 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 hereof.

RESTRICTIONS - ROYAL HEIGHTS

Page 5

17) 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.

18) 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 so to do.

19) These covenants, restrictions, and agreements shall run with the land and shall continue in full force and effect until 2018, 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 seventy-five (75%) per cent or more of said lots in said subdivision, shown on the recorded map thereof, elect to terminate or amend said restrictions in whole or in part.

Subject to compliance with the real estate law, State of California, these Restrictions and Covenants may be amended at any time, and from time to time, by an instrument in writing signed by the then owners of seventy-five (75%) per cent or more of the lots located on the real property, and signed by a majority of the members of the Architectural Committee, which instrument shall become effective upon the recordation thereof in the office of the El Dorado County Recorder.

20) 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 the same.

21) 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 19th day of November, 1968.

DORADO REAL ESTATE

[Signature]
Henderson, President

908-172

RESTRICTIONS - ROYAL HEIGHTS

Page 6

STATE OF CALIFORNIA)
COUNTY OF EL DORADO)

On November 19, 1968, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ray D. Henderson, 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.

Signature: Betty L. Nelson (SEAL)
Betty L. Nelson

