

After recording mail to:

0 2 4 4 2 0

T. Davis Construction, Inc.
9477 Greenback Lane, Suite 504
Folsom, CA 95630

Inter-County Title Co.
APR 30 11 03 AM '87

1300

Declaration Imposing Restrictions and Agreements
Affecting Certain Real Property Within the Highlands

THE HIGHLANDS UNIT NO. 6

WHEREAS, T. DAVIS CONSTRUCTION, INC., a California corporation, hereinafter designated as Declarant, is the owner of a certain tract of land, in the County of El Dorado, State of California, more particularly described in Exhibit "A" attached hereto, and made a part hereof.

NOW THEREFORE said Declarant hereby declares and imposes the following covenants, restrictions, reservations, servitudes, easements and agreements, all conditions of which the land herein described shall be sold and conveyed, held, used and leased, 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 of said property (said successors in interest being hereafter designated "Grantee and/or party of the second part") as follows:

CLAUSE 1. The property referred to herein shall be held by the grantee or party of the second part subject to the following conditions and restrictions applicable to all of said property, which conditions and restrictions shall run with said land, shall operate as conditions subsequent to and shall apply to and bind the grantee or party of the second part, his heirs, personal representatives, successors and assigns, and all other persons acquiring any interest in said land either by operation of law or in any manner whatsoever.

CLAUSE 2. No subdivision of individual lots shall be allowed that would result in any piece being less than is initially shown on recorded subdivision maps. A residence on dual frontage roads properties will front to inside roads, driveway entrance will be from inside road only.

CLAUSE 3. No building or other structure shall be erected or the erection thereof begun on said premises, until the plans and specifications thereof have been first approved in writing by the established Architectural Committee, and a copy of such plans and specifications filed with said Committee; nor shall any alterations or other changes substantially affecting the exterior elevation of any structure constructed on said premises be made until and unless the plans and specifications thereof shall have been first approved in writing by said committee and a copy thereof filed with said committee. Upon submission by any property owner wishing the approval of the Architectural Committee, said Architectural Committee shall have 30 days from the date of submission for approval or disapproval of said plans. In the event that the committee fails to act on said plans within the 30 day period, then it shall be deemed as an automatic approval of said plans by the Architectural Committee due to the absence of their disapproval.

CLAUSE 4. Building Regulations - said premises shall be used for residence purposes only or as specifically stated herein:

(a) No structure of any kind shall be moved from any other place to said premises.

(b) All construction shall be in accordance with the provisions of the Declaration of Restrictions of record. No residence shall be erected on said premises which shall contain less than 1500 square feet of living quarters except Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 which are 1,400 square feet. When the erection of any residence is once begun, the work thereon must be prosecuted diligently and must be completed within a reasonable time. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(c) Setback from front property line will be a minimum of 20 feet. Setback from side lines will be a minimum of 10 feet.

(d) A garage, carport, breezeway or other shelter, as specifically approved by the architectural committee, is required for automobiles.

(e) Trailers of any type, trucks, tractors or agricultural equipment and boats shall be stored or parked in such a manner so as not to be visible from roadways.

(f) Service yards will be enclosed as approved by the architectural committee. The hanging of laundry visible from roadways is not permissible.

CLAUSE 5. An Architectural Committee has been established by the Declarant. The Declarant may fill vacancies on the committee and remove members thereof at his pleasure and increase or decrease the number of members of the committee at will. The committee shall be and is hereby authorized to pass upon, approve or reject any plans or specifications for structures or fences to be erected on said tract. Nothing herein contained shall be construed as authorizing or empowering the committee to change or waive any restrictions provided for herein except where expressly authorized to do so. The committee may act by any two of its members and any authorization, approval or waiver made by the committee must be in writing, signed by two members thereof. Said committee shall be and is hereby authorized to supervise and determine the character of all grading of property between any residence constructed upon said premises and property line adjoining the "front street" or "side street" and no grading of any character shall be done or performed in such area without the consent in writing of said committee. Said committee shall be and is hereby authorized to supervise the general landscaping of the property in said tract. The grantee or party of the second part likewise agrees that the members of the said committee may at any time institute or prosecute in their names or cause to be instituted or prosecuted in the name of any member of said committee any suits which the committee may consider advisable in order to compel and obtain a decree for specific performance by the grantee or party of the second part of his agreement and in any such suit the grantee or party of the second part agrees to pay such reasonable attorney's fee for plaintiff's attorney as may be fixed by the court.

CLAUSE 6. The foregoing restrictions shall be construed as applying

to and preventing the erection or maintenance on said premises of any sanitarium, advertising sign or billboard, any machinery, appliance or structure the purpose of which is to facilitate the carrying on of any manufacturing or repairing business, nor shall any livestock, dog or cat raising for commercial purposes, or other commercial business of any kind or character be conducted thereon. The keeping of swine, fowl, horses and cattle for any purpose is specifically prohibited. There shall be allowed for Sale signs either by individuals and/or Real Estate Agents and said signs shall be a maximum of 40 inches in width and 30 inches in height.

CLAUSE 7. No goods, materials, equipment of any type or other paraphernalia shall be stored in an area visible from any roads, nor shall such items be stored in an unorthodox or objectionable manner. Discharge of firearms is not permitted. Wild life will not be preyed upon.

CLAUSE 8. No excavation for stone, grave or earth shall be made thereon except in connection with the construction of such residence, provided, however, that the grantor or party of the first part reserves the right of excavating and grading said premises and removing material from or depositing material thereon in connection with the work of laying out and improving said tract and the streets, lanes, ways and easements connected therewith.

CLAUSE 9. Easements for roadway, bridle path parkway and public utilities shall be established, recorded by the Declarant and so conserved. No oak tree now growing upon said premises shall ever be cut down, removed, cut back or otherwise disturbed without the consent in writing of said committee. The grantee shall maintain all water-ways and keep same free from logs, brush, rubbish, or pollution of any type.

CLAUSE 10. The grantee or party of the second part acknowledges and agrees that said covenants, conditions and restrictions are made and embodied for the purpose of carrying out, and pursuant to, a general plan adopted by the grantor or party of the first part for the development and improvement of the whole of said tract and are designated for the mutual benefit of every lot therein. It is expressly agreed that in the event any covenants or conditions or restrictions hereinabove contained or any portion thereof is held invalid or void, such validity or voidness shall in no way affect any valid covenants, condition, or restriction.

CLAUSE 11. Since this document is drafted for the direct and reciprocal benefit of all parties, said covenants, conditions and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them until June 1, 2010, at which time they shall be automatically extended for successive periods of five years. If

the parties hereto or any of them or their heirs, or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lot or lots in said subdivision to prosecute any proceedings at law or inequity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing

or to recover damages or other dues for such violation. A breach of any of the foregoing conditions, or any re-entry by reasons of such breach, shall not defeat or render invalid the lien or any mortgage or deed of trust made in good faith and for value as to said premises or any part thereof, but said covenants and conditions shall be binding upon and effective against and subsequent owner(s) of said premises.

CLAUSE 12. Nothing in the foregoing restrictions contained shall operate or be construed as to prevent the use of any portion of said tract for any of the matters necessary or convenient to fulfill and carry out the objects and purposes of any public improvement district created in connection with the development of said tract.

CLAUSE 13. The foregoing restrictions, covenants and conditions apply specifically to the real property described in documents attached herewith as Exhibit "A" and recorded in the office of the El Dorado County Recorder, State of California, and does not necessarily apply to nor attach to any other land which the grantor now owns, or may hereafter acquire.

DECLARANT

T. DAVIS CONSTRUCTION, INC.,
a California corporation

BY: 

BY: 