

RETURN TO:

DORADO ESTATES
P.O. Box 158
SHINGLE SPRINGS, CALIFORNIA

OFFICIAL RECORDS ✓
EL DORADO COUNTY-CALIF
RECORD REQUESTED BY
TAHOE TITLE GUARANTEE CO.

Nov 29 11 15 AM 1966

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JAMES M. SWEENEY
COUNTY RECORDER

DECLARATION OF RESTRICTIONS

COUNTRY CLUB GARDENS - CAMERON PARK

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 Country Club Gardens, the original plat of which was recorded in the Office of the County Recorder of El Dorado County, California, in Book P of Maps, Page 75, 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 of 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 their respective successors in interest of the present owners and their heirs, executors, and administrators as follows:

1) No lot shall be used except for residential purposes in accordance with such use as set forth in Section 9412.1, Regulation for RM Districts 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 structure or 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, or closer than fifteen (15) feet from the rear lot property line, or closer than ten (10) feet to any side lot property line except

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no side setback shall be required for any commonwall dwelling constructed from 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.

3) No building shall be erected, altered, placed, or permitted to remain on any lot unless it is approved by the Architectural Committee, as provided in Paragraph 12 hereof.

4) No trailer, basement, tent, shack, garage, or other outbuilding shall be used as temporary or permanent residence. When erection of a structure is once begun the work thereon must be prosecuted diligently and said structures must be completed within a reasonable time, said reasonable time to be determined by the Architectural Committee.

5) No animals, livestock, 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.

6) No billboard or advertising shall be placed or maintained on said property without the prior written approval of the Architectural Committee.

7) No derrick nor 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 said property.

8) No owners nor occupants of any lot or plot in said subdivision shall place, store, park, or keep house trailers or commercial-type vehicles of any kind on said premises.

9) No owners nor 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 esthetic appearance of the neighborhood, nor shall owners nor 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.

10) 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) per cent 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 75 per cent of the owners of property within the herein prescribed radius of the "nuisance" or the Declarant, 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

of any lot or parcel on which such a "nuisance" is created if said nuisance is not abated then Declarants or any owner of a lot or parcel in this tract may by appropriate proceeding institute legal action to enforce abatement.

11) 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 RM Districts by the El Dorado County Department of Planning, provided that 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 underfloor and attic access ways or doors.

An easement for the joint use and maintenance of a party wall over, along, and across a strip of land not to exceed eight (8) inches wide on each adjoining side line except for the first twenty (20) feet and rear fifteen (15) feet of any lot on which no building structure is permitted.

All party walls 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 common wall resulting solely from their fault or neglect.

In the event it should be determined that such a party wall has been constructed in such a manner that it encroaches on 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.

12) No buildings, fences, walls or other permanent structure shall be erected or 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 such plans and specifications within thirty (30) days after the same have been delivered to the committee, and a written receipt therefor 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 of the committee resigns or is unable to act, the remaining member shall discharge the functions of the Committee. At any time the committee may, by recorded statement, relinquish the right herein reserved 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.

13) 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 conditions, or any part thereof, shall become affected or impaired thereby.

14) 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 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.

15) 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 Declarants or by the owner or owners of any other lot or lots in said subdivision.

16) 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.

17) These covenants, restrictions, and agreements shall run with the land and shall continue in full force and effect until 2010 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 sixty (60) 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.

18) 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.

19) 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 25th day of November, 1966.

DORADO ESTATES


W.B. Henderson, President

STATE of CALIFORNIA }
COUNTY of El Dorado } ss.

On November 25, 1966, before
me, the undersigned, a Notary Public in and for said County and
State, personally appeared Ray E. Henderson

ssk. _____ known to

to be the _____ President, _____
of the corporation that executed the within instrument,
known to me to be the person who executed it on be-
half of such corporation, and acknowledged to me that such corpor-
ation executed the same and further acknowledged to me that such
corporation executed the within instrument pursuant to its by-laws
and a resolution of its Board of Directors.

WITNESS my hand and official seal
this _____ day of _____, 1966, at _____
County of _____, State of California.

Name (Printed) _____ Betty L. Nelson

My Commission Expires _____ November 29, 1967

END OF DOCUMENT **813** **NET 438**

