

George L. Fain
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OFFICIAL RECORDS
EL DORADO COUNTY, CALIFORNIA
RECORDS SECTION
Inter-County Title Co.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

HILLVIEW ESTATES SURDIVISION

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C. [initials]

THIS DECLARATION, is made as of January 17, 1986, by GEORGE L. FAIN, hereinafter referred to as "Declarant".

ARTICLE I

PREAMBLE

A. Declarant is the owner in fee simple of certain real property located in El Dorado County, State of California, which is more particularly described as:

Lots 1 through 25, both inclusive, as shown on the Official Map of HILLVIEW ESTATES, recorded November 27, 1985, in the Office of the County Recorder of El Dorado County, State of California, in Book G of Maps, at Page 31.

Said real property is at times referred to herein as "Subdivision" and "Lot".

B. Declarant hereby covenants, agrees, and declares that all of the property, and each portion thereof, shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements, which are hereby declared to be for the benefit of the property and all present and future owners thereof. The covenants, conditions, restrictions and easements shall run with said property, and shall be binding upon all parties having or acquiring any right, title, or interest in the property or in any part thereof, and shall inure to the benefit of each owner thereof and are imposed upon said property and every part thereof as the dominant tenement or tenements.

ARTICLE II

PROPERTY RIGHTS, ASSOCIATION MEMBERSHIP AND MANAGEMENT

Section 1. Drainage. There shall be no interference with the established drainage pattern as it exists at the time of the filing of the Official Map unless adequate provision is made for proper alternate drainage and is approved by the Architectural Committee. The costs of any alteration of established drainage shall be paid by the Owner making such alteration. There are hereby reserved for the benefit of the Association and all of the Lot Owners reciprocal non-exclusive easements for drainage over adjacent Lots.

Section 2. Drainage Facilities. The drainage facilities, referred to herein consist of ditches, culverts, and one flow restriction pond with silt trap located upon Lots 11 and 12, all of which have been installed by Declarant and are shown upon the Map. To the extent that responsibility for the maintenance of those facilities is not performed by any public agency or district, the Association shall be responsible for that maintenance and shall have the power as hereinafter provided to levy assessments to carry out that maintenance.

Section 3. Association. There is hereby created the HILLVIEW ESTATES ASSOCIATION, an unincorporated association, whose functions, authority, and responsibilities shall be the maintenance of the drainage facilities described in Section 2, the levying and collection of assessments for that purpose, the appointment of the Architectural Committee as hereinafter provided, and the enforcement of the provisions of this Declaration.

Section 4. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Any transfer of title to a Lot shall automatically transfer the appurtenant membership in the Association to the new Owner.

Section 5. Voting Rights. The Association shall have one class of voting membership. Members shall be entitled to one vote for each Lot owned, and when more than one person holds an interest in a Lot, they shall all be Members, but they shall exercise the single vote for their Lot as they determine among themselves.

Section 6. Meetings. At all meetings of the Members, the first of which shall be held no later than six (6) months following the sale of the first Lot, the presence in person or by proxy of Owners holding at least fifty (50%) percent of the voting power shall constitute a quorum for the transaction of business. A majority of the voting power present at a meeting where a quorum exists shall prevail as the act of the membership.

Section 7. Management. The activities and affairs of the Association, its management and legal powers shall be exercised by a Board of Directors, consisting of three (3) persons who shall be elected by a majority vote of the membership at an annual meeting of Members to be held in February of each year. Directors shall hold office for a term of three (3) years; provided, however, that immediately following the election of the initial Board of Directors the persons elected shall by drawing Lots establish their terms of office as respectively one (1) year, two (2) years, and three (3) years, so that Directors will thereafter serve staggered terms with a single Director being elected each year to serve for a term of three (3) years. To further carry out the purposes of the Association, the membership may by majority vote adopt any Bylaws that are not inconsistent with this Declaration.

ARTICLE III

COVENANTS FOR ASSESSMENTS

Section 1. Owner's Obligation of Assessments. Declarant hereby covenants for each Lot within the Subdivision, and each Owner of a Lot is hereby deemed to covenant by acceptance of his deed for each Lot, whether or not it shall be so expressed in his deed, to pay to the Association:

- (a) Regular or annual assessments; and
- (b) Special assessments for major drainage facility improvements; and
- (c) Special assessments against a particular Member for costs to repair damages to drainage facilities resulting from conduct of that Member.

Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be expended exclusively to maintain, improve, and replace the drainage facilities identified in Article II, Section 2, and purposes reasonably and necessarily related to that primary purpose.

Section 3. Maximum Annual Assessment Rate.

(a) Until January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment shall be \$12.00 per year.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual rate of assessment may be increased each year not more than twenty (20%) percent above the maximum rate of assessment for that previous year without a vote of the Members.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual rate of assessment may be increased above twenty (20%) percent by the vote or written assent of a majority of the Members.

(d) The Board of Directors of the Association may fix the annual rate of assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Major Improvements. In addition

to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, or repair of the drainage facilities. Any such assessment shall be approved by a vote or written assent of a majority of Members where such assessment exceeds five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

Section 5. Special Individual Assessments. The Association may levy a special individual assessment against any Owner who either directly, or whose guests or agents, inflict damage on the drainage facilities by extraordinary uses or activities not attributable to fair wear and tear.

Section 6. Notice and Quorum for Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 and/or 4 shall be sent to all members no less than twenty (20) days nor more than ninety (90) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, members who were not present in person or by proxy may give their assent in writing within seven (7) days after the date of such meeting.

Section 7. Rate of Assessments. Both annual and special assessments for major improvements must be fixed and levied uniformly. Special individual assessments need not be uniform.

Section 8. Commencement and Collection of Annual Assessments. The annual assessments provided for herein shall commence on the first day of the month following the date of closing of the first sale of a Lot, and Declarant shall pay the assessments on all Lots for that calendar year. Thereafter, the Board of Directors shall fix the amount of the annual assessment against each Lot Owner at least ten (10) days in advance of the due date thereof and shall fix the dates such amounts become due. Annual assessments shall be paid in a single payment, but other assessments may be paid in periodic installments as fixed by the Board. Notice of the annual assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable fee, furnish a certificate signed by an Officer of the Association, setting forth whether the assessments against a specific Lot Owner have been paid.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the current legal rate per annum.

The Association may bring an action at law against the Owner personally obligated to pay the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of any of the drainage facilities or abandonment of his Lot. Where an action is brought against the Owner, there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as

above provided and a reasonable attorney's fee, to be fixed by the Court, together with the costs of the action.

ARTICLE IV

USE RESTRICTIONS

Section 1. Residential Use. No Lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any Lot, other than one detached single family dwelling and a private garage, which may be attached to or separate from the dwelling unit; provided, however, the Lots owned by the Declarant may be used for models and sales offices and construction offices for the purpose of selling the Lots in the subdivision until all of the Lots therein are sold by Declarant.

Section 2. Height and Size Restriction. No structure within the Subdivision shall be more than thirty (30) feet in height, measured from the highest elevation of the Lot upon which it is constructed at the highest point of the structure. The total square footage of any structure located on any and all Lots in the Subdivision shall have a minimum square footage of 1,500 square feet, exclusive of any patios, open porches, and garages. All buildings shall have tile, wood shingle, or shake roofs.

Section 3. Building Materials. All buildings erected within the subdivision shall be of new materials; provided, however, that the provisions of this paragraph shall not prevent the use of used brick or any other material which is in general use in the construction of dwelling houses. All materials, landscaping, and improvements shall be in conformity with the color scheme, type, quality and other criteria established by the Architectural Committee. Geodesic dome homes and/or log homes shall not be erected, placed, or constructed within the Subdivision.

Section 4. Temporary Buildings. No tent, shack, vehicle, outbuilding, garage, modular home, mobile home, trailer, or basement shall be used at any time as a residence, either temporary or permanent.

Section 5. Setback. No structure shall be erected, altered, or placed or permitted to remain on any Lot closer than twenty (20) feet to an adjoining public street, except that in the case of a corner Lot abutting on two streets, the Architectural Committee may allow a structure to be erected, altered or placed within ten (10) feet from the side street.

Section 6. Construction and Alteration of Improvements. No construction or alteration improvements may be undertaken on a Lot without prior approval of the Architectural Committee as to the type and quality of design and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation.

Section 7. Completion. When erection of a structure is once begun,

the work thereon must be prosecuted diligently and such structure must be completed within a reasonable time, as determined by the Architectural Committee.

Section 8. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs and cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. In the keeping of permitted small, household pets, owners and occupants shall not permit such pets to "run at large" as defined in the El Dorado County Animal Control Ordinance and in all other respects shall comply with the provisions of said Ordinance.

Section 9. Signs. No signs (including, but without limitation, commercial, political, and similar signs) which are visible from neighboring properties shall be erected or maintained on any Lot except: (a) such signs as may be required by legal proceedings; (b) residential identification signs, subject to the approval of the Architectural Committee as to suitability; (c) during the time of construction of any residence or other improvement by Declarant, job identification signs; and (d) not more than one (1) "For Sale" or "For Rent" sign per Lot of reasonable dimensions, or as otherwise permitted by California Civil Code Section 713.

Section 10. Mining. No derrick or other structure designed for use in boring, mining, or quarrying for oil, gas, water or minerals shall be erected, placed, maintained, or permitted to remain on any portion of the Subdivision.

Section 11. Trailers, Boats and Motor Vehicles.

(a) Except as expressly provided below, no camper vehicle, bus, boat, trailer, farm vehicle, camper body, or aircraft shall be permanently or semi-permanently parked upon any street in the Subdivision or on any Lot (including the driveway), except for occasional periods of time of not more than 24 hours. An exception to the foregoing shall be as follows: The County of El Dorado has required that each Lot have one ten (10) foot side yard. It shall be permissible to park the above described vehicles in such side yard provided (1) that they are not in the front yard of setback area; and (2) that they are parked behind a fence at least six (6) feet high. The fence may have a gate. However, the fence and gate shall be of solid material so that it is not possible to see through them.

(b) The parking of any commercial-type vehicle shall be deemed a nuisance to others within the meaning of this Article.

(c) No vehicle of any type (including motorcycles) shall be permanently or semi-permanently parked in or upon any of the streets within the Subdivision or on any Lot for the purpose 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.

Section 12. Visible Heating and Air Conditioning

(a) Visible rooftop heating and/or air conditioning units are prohibited.

(b) No basketball standards or fixed sports apparatus shall be attached to any residence or garage or be erected on any Lot without the prior approval of the Architectural Committee.

Section 13. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate on any Lot in the Subdivision. No odors shall be permitted to arise from any Lot so as to render any Lot or portion thereof unsanitary, unsightly, harmful or detrimental to any of the property in the vicinity thereof, or to the occupants thereof. No nuisance, including continual excessive noise, audible from adjoining Lots shall be permitted to exist or operate upon any Lot so as to be harmful or detrimental to any property in the vicinity thereof, or to its occupants. Without limiting any of the foregoing, no horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Lot. Any exterior speakers used on a Lot shall be used in such manner as to avoid an excessive volume of sound being transmitted to adjoining Lots.

ARTICLE V

ARCHITECTURAL COMMITTEE

Section 1. Transfer of Architectural Control Functions. At any time by an affirmative vote of a majority of the Lot Owners all architectural control functions provided for herein, including without limitation the appointment of the Architectural Committee, its organization and procedures for discharging its responsibilities, may be transferred and assigned to any agency or organization having architectural control responsibilities for other subdivisions within Cameron Park such as the Cameron Park Community Services District or the Cameron Park Property Owners Association. The transfer of authority may be effected by recordation of a document signed by the Association's Board of Directors stating that the transfer has been duly approved by a majority of the Lot Owners, and all obligations and powers of the Association as hereinafter provided shall cease thereupon.

Section 2. Submission of Plans. No clearing or grading shall commence, and no building, fence, wall, structure or improvement shall be erected, placed or altered on, or moved upon or to any Lot, until the construction plans, specifications, a plot plan showing the proposed location thereof on the Lot, and a written description of the exterior construction materials and exterior color schemes (herein collectively called the "Plans") have been approved in writing by the Architectural Committee (herein called "Committee"). Any later changes or additions after initial approval thereof, and any remodeling, reconstruction, alterations, or additions thereto on any Lots shall also require the written approval of the Committee before any such

work is commenced.

Section 3. Organization. The Committee shall be composed of three (3) Members to be appointed by and to serve at the sufferance of the Board of Directors of the Association. The Board of Directors of the Association may itself constitute the Committee if the Directors so elect. No Member of the Committee shall be compensated for serving on the Committee. The Committee may establish and collect from the person submitting Plans a handling fee reasonably related to the actual expenses incurred by the Committee for clerical, photocopying, telephone, and similar administrative purposes. Failure to pay the handling charge shall be a ground for the Committee to disapprove the plans. The Committee may devise a form of application to be completed when the Plans are submitted to the Committee.

The Committee shall in writing approve or disapprove Plans, within thirty (30) days, from the receipt thereof. If the Committee fails to act within that time, the Plans shall automatically be deemed approved. There shall be submitted to the Committee two (2) complete sets of Plans. One set of Plans with the approval, conditional approval, or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files.

Section 4. Standards for Review. The Committee shall have the discretionary right to disapprove any Plans submitted to it in the event the same are not in accordance with all of the provisions of this Declaration; if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such Lot or with the other buildings or structures within the Subdivision; if the proposed construction would unreasonably interfere with the use and enjoyment of any other Lot; if the Plans submitted are incomplete; or in the event the Committee finds the Plans or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the Owners thereof. The decisions of the Committee shall be final.

Section 5. Non-Liability. Neither Declarant, the Committee or any architect or agent of the Committee or of Declarant shall be responsible in any way for any defects in any Plans submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such Plans.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement.

(a) The Association, or any Owner, including the Declarant, shall have the right to enforce by proceedings at law or in equity all of the covenants now or hereafter imposed by this Declaration against any person or

persons who have violated or are attempting to violate any of said covenants, to enjoin or prevent them from doing so, to cause said violation to be remedied, and/or to recover damages for said violation.

(b) The remedies provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(c) The failure of the Association to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

(d) A breach of the covenants contained in this Declaration shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any Lot; provided, however, that any subsequent Owner of such Lot shall be bound by said covenants, whether or not such Owner's title was acquired by foreclosure, a trustee's sale, or otherwise.

Section 2. Severability. Invalidation of any one of these covenants by judgment or Court order shall in no way affect any other provisions hereof, which shall remain in full force and effect.

Section 3. Term. The covenants set forth in this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then Owners, agreeing to terminate said covenants and restrictions in whole or in part, has been recorded within one (1) year prior to the termination of the initial fifty (50) year term or within one (1) year prior to the termination of any successive ten (10) year period.

Section 4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and use of the property.

Section 5. Amendments. This Declaration may be amended only by the affirmative vote or written assent of seventy-five percent (75%) of the voting power of the Association. Any amendment must be recorded.

Section 6. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by registered or certified mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States Mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the Lot of such person if no address has been given to the Association. If such notice is not sent by regular mail, it shall

SUPPLEMENTARY NOTE IV

REGULATION 2795.1
REQUIRED RECEIPT FOR PUBLIC REPORT

The following form shall be used by the owner, subdivider or agent as the receipt to be taken from prospective purchasers for the copy of the Public Report which must be given to prospective purchasers.

RECEIPT FOR PUBLIC REPORT

The Law and Regulations of the Real Estate Commissioner require that you as a prospective purchaser or lessee be afforded an opportunity to read the public report for this subdivision before you make any written offer to purchase or lease a subdivision interest or before any money or other consideration toward purchase or lease of a subdivision interest is accepted from you.

In the case of a preliminary subdivision public report, you must be afforded an opportunity to read the report before a written reservation or any deposit in connection therewith is accepted from you.

DO NOT SIGN THIS RECEIPT UNTIL YOU HAVE RECEIVED A COPY OF THE REPORT AND HAVE READ IT.

I have read the commissioner's public report on

HILLVIEW ESTATES

023454SA-F00

(File No.)

HILLVIEW ESTATES

(Tract No. or Name)

I understand the report is not a recommendation or endorsement of the subdivision, but is for information only.

The date of the public report which is received and read is:

Name

Address

Date

Subdivider Is Required to Retain this Receipt for Three Years