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**RECORDING REQUESTED BY
Financial Title Company
AND WHEN RECORDED MAIL TO**

Name Dunmar, LLC
Street 120 Blue Ravine Rd Ste 4
Address
City,State Folsom, Ca 95630
Zip

Order No. 42306033-806-LT

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Declaration of Restrictions Shadow Hills Estates

DOCUMENT TITLE

SEPARATE PAGE - PERSUANT TO GOVERNMENT CODE 27361.6

When recorded return to:
Dunmar, LLC
120 Blue Ravine Road, Suite 4
Folsom, Ca 95630

DECLARATION OF RESTRICTIONS
SHADOW HILLS ESTATES

THIS DECLARATION, is made this 22nd day of August, 2000, by Dunmar, LLC, sometimes hereinafter called "Declarant".

WITNESSETH

WHEREAS, DUNMAR, LLC, is the owner of the real property described in Section 1 of this Declaration of Restrictions, consisting of 37 residential lots in a portion of the development known as Shadow Hills Estates.

WHEREAS, it is the desire and intention of Declarant to sell said lots and to impose upon them mutual, beneficial restrictions under a general plan or scheme of improvement for the benefit of all of said lots and the future preservation of property values;

NOW THEREFORE, Declarant hereby declares that all of the property described in Section 1 hereof is held and shall be held, sold conveyed, encumbered, leased, rented, used, occupied, enjoyed and improved and subject to the following covenants, restrictions, limitations, reservations and easements, hereinafter sometimes referred to merely as "Covenants" each and all of which are declared, and agreed to by each purchaser, to be in furtherance of a general plan for the subdivision, improvement and sale of the property, and same shall inure to the benefit of and pass with each and every lot covered hereby, and the same are established and agreed upon for the purposes set forth above, for the mutual benefit of all of said lots. All of the covenants, restrictions, limitations, reservations, and easements shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof.

1. Property subject to this Declaration. The real property subject to this declaration is all that real property in the County of El Dorado, State of California that is described as follows:

Lots 1 through 37, as shown upon that Plat of Shadow Hills Estates, filed in the office of the County Recorder of El Dorado County on NOVEMBER 1, 2000 in Book I of Maps, Page 80.

2. Land Use and Building Type.

- a. Lots 1 through 37 shall be used solely for single family residential purposes, and no building shall be erected, placed or permitted to remain on any lot other than one single family dwelling, a private garage or carport for the use of the occupants of said dwelling, and other usual and appropriate outbuildings incidental and appurtenant to a private dwelling.
3. Architectural Control of Improvements. 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 approved 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. Approval shall be as provided in Section 19.
 4. Dwellings. No dwelling shall be constructed or permitted to remain on any lot having total floor area of less than 1,500 square feet exclusive of open porches, garages or other outbuildings. Each residence or dwelling shall further comply with each of the following unless the Architectural Control Committee specifically approves variation therefrom.
 - a. Enclosure of Service Areas. Storage and service area shall not be visible from any street or adjacent property on which the property fronts, and no clothing or household fabrics shall be hung out on any lots unless the same are enclosed by a fence or other enclosure at least six (6) inches higher than such hanging articles, but in no case shall exceed six (6) feet in height;
 - b. Off-Street Parking. There shall be a minimum of two off-street parking spaces within enclosed private garage or within a carport approved by the Architectural Control Committee upon the lot, and a minimum of two off-street parking spaces on an approved driveway surfacing shall be provided.
 - c. Driveways. All driveways shall be surfaced with concrete, asphaltic concrete, or bituminous mix with no coloring except the natural color of said materials. The gradient between any two points on the surface of the driveway shall not exceed a maximum of 15%. An encroachment permit for said driveway shall be obtained from the Shadow Hills Estates Community Service District. There shall be no driveway encroachments from White Rock Road.
 - d. Garage Doors. The home owners shall use diligence in closing any garage doors that may face the street scene. It is generally accepted that garages are unsightly and that a series of garage doors being left in an open position would destroy or tend to destroy the quiet enjoyment of the lots within this subdivision.

- e. Roof, Material and Color. All roofs shall be subject to Architectural Control Committee approval. Visible roof top heating and /or air conditioning units are prohibited.
 - f. Siding Material and Color. There shall be no prescribed siding material except that no vertical side of any structure shall have a finished surface of imitation wooden shingles, composition or board of other siding which is unsuitable or inferior in the opinion of the committee.
5. Completion and Occupancy of Dwellings. When the erection of any dwelling is once commenced, the work thereon must be prosecuted diligently and must be completed within a reasonable time. The exterior finish, including finished painting, shall be in any event completed within twelve months after the commencement of construction. No dwelling shall be occupied prior to its completion and connection as incidental to and during the period of construction of a dwelling on any lot. No such temporary structure, such as a mobile home or recreational vehicle shall be inhabited or used for any residential purposes, either temporarily or permanently.
 6. Design Control of Swimming Pools, Fence, Landscaping and Trees. No swimming pool, fence or wall shall be constructed or permitted upon any lot without the approval of the Architectural Control Committee as to location, heights, materials, design, color and safety. No tree shall be removed without written consent of the Architectural Control Committee. No fence shall exceed six (6) feet in height or three (3) feet in height within the front setback line. Open wood fencing is preferred. Chain link, barbed wire or other wire fencing is prohibited.
 7. Setback Lines. Per existing county code and approval of final map, no portion of any structure on any inside lot shall be nearer than twenty (20) feet to the front lot line; nearer than fifteen (15) feet to the side lot lines; or twenty (20) feet to the rear lot line. The orientation of the structure on any corner lot as to front and side designation shall be determined by the Architectural Control Committee. Nothing herein shall be construed to permit noncompliance with any more restrictive setback requirements of the County of El Dorado or other applicable law. For the purposes of the foregoing setback restrictions, terraces, balconies, eaves, steps, open porches, fences and shrubs shall not be considered structures.
 8. Cross Visibility of Vehicular Traffic. No trees or shrubbery shall be planted or permitted to remain on any lot between the street and the setback line unless the foliage line is maintained to prevent obstruction of safe cross visibility of vehicular traffic approaching and/or using said street.
 9. Lot Size. No lot shown on the recorded plat shall be subdivided. No dwelling shall be erected or placed on any lot having a width or less than one hundred (100) feet at the minimum building setback line nor upon any lot having an area of less than one (1) acre.

10. Signs. No sign of any kind shall be displayed to the public view on any lot upon which a dwelling has been constructed and inhabited as a residence except the following:
 - a. One identification sign, non-animated and non-flashing and not exceeding seventy-two (72) square inches in areas on the face thereof, containing only the name(s) and /or the address of the property;
 - b. On any lot an/or structure for sale or for rent, one non-flashing and non-animated sign not to exceed one hundred forty-four (144) square inches, advertising the sale or rental of said property, and said sign shall only be placed in front twenty (20) feet setback as previously designated.
 - c. Notwithstanding any provision hereinabove to the contrary, the Declarant herein expressly reserves unto himself the right to construct and maintain signs for the orderly advertisement and sale of all or any portion of Shadow Hills Estates.
11. Nuisances. No noxious or offensive activity shall be carried on upon any lot; nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
12. Antennas. Homeowners shall erect no television or other transmitting or receiving antennas on any portion of the dwelling thereon.
13. Parked Vehicles, etc. No boats, boat trailers, house trailers, recreation vehicles, or other vehicles shall be regularly parked on any street, upon any driveway, or upon any lot unless they are behind the front setback lines and behind a suitable fence, or in an enclosed garage or carport, so as to be not visible from the street. Offending vehicles may be towed away at the owners expense.
14. Livestock, Poultry and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept outside the interior of the dwelling on any lot except dogs and/or cats (not exceeding two adults of each) which are kept as household pets. No animals, livestock or poultry of any kind shall be kept, raised or bred for commercial purposes. No structure for the sole habitation of said animals shall be located or kept within twenty-five (25) feet of any dwelling units erected on adjacent lots without the consent of the persons then occupying said adjacent dwelling. All dogs shall be kept on leash or in a fenced area.
15. Garbage and Refuse Disposal. Rubbish, garbage, trash and all other refuse shall be stored in sanitary containers, in a clean condition. Such containers and refuse shall be concealed so as not to be visible from the street or adjacent property, but shall be so situated as to be readily accessible to the service agency responsible for the disposal of the same. No materials or waste shall be so stored in such manner that they may be transferred off the property by natural causes (wind, rain, etc.). No

garbage, refuse or soil materials shall be placed on any vacant lots or land within Shadow Hills Estates.

16. Slope Control. The existing slope or conformation of any lot shall not be unreasonably altered, nor shall any structure, retaining wall, planting or other activity be taken which retards, changes or otherwise interferes with the natural flow of surface or drainage waters to erosion or sliding problems.
17. Easements. The following easements shall be established:
 - a. Easements over strips of land as shown and delineated on the recorded plat of Shadow Hills Estates and for such underground services as stated on said plat for construction, use, maintenance, modification, operation and repair with the facilities within said easements to include wire, cables, conduits, pipes, tanks, manholes, valves and any other appurtenant facilities are hereby reserved unto the Declarant, together with the right to use said easements for the benefit of other property than that described by Section 1. of these Covenants for Shadow Hills Estates and power to grant, convey and dedicate all portions thereof from time to time to any public body or private company for installation of utility services.
 - b. Drainage easements across strips of land as shown and delineated on the recorded plat of Shadow Hills Estates.

Within the boundaries of said easement strips, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, maintenance or modification of utilities or services, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through the drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except those improvements for which a public authority or utility company is responsible for maintenance.

18. Telephone and Electrical Service Lines. No overhead telephone, electrical, or other utility service lines may be constructed on any lot or may cross over any lot. All portions of telephone and electrical service lines not located entirely within the enclosed portion of a dwelling must be buried beneath the surface of the ground other than service pedestals.
19. Architectural Central Committee.
 - a. memberships: The Architectural Control Committee shall be composed of three (3) members appointed by the board of directors of the Shadow Hills Estates. A majority of the committee may designate a representative to sit for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor or successors. Neither the members of the committee nor its designate representative shall be entitled to any

compensation for services performed pursuant hereto. In the event of the failure of the remaining member or members of the committee to appoint a successor or successors within ninety (90) days after the death or resignation of a member or members, then the record owners of a majority of the lots covered by these covenants shall have the power through a duly recorded written instrument to appoint such successor or successors.

b. Procedure. Requests for approval shall be submitted on form AC-1 as supplied as supplied by the committee or their delegated representative, along with three (3) sets of plans. (the committee's approval or disapproval shall be in accordance with these covenants and the Committee's adopted policies and procedures.) 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 or its designated representative for approval, and the Committee or 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.

c. Responsibility. Neither Declarant nor the Committee nor any member(s) thereof, nor any successor(s) or assign(s) thereto or thereof, shall be liable in damages to anyone submitting any plans or, request to them for approval, or to any owner of land affected by these Covenants by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or request. Every person who submits any plans or request to the Committee for approval agrees by submission thereof, and every other of any said property agrees by acquiring title thereto, that he will not bring any such action or suit to recover any such damages.

20. Term. These Covenants are to run with the land and shall be binding on all parties And all persons claiming under them for a period of thirty-five (35) years from the date these Covenants are recorded, after which time the covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots and Declarant or its successors by merger or assignment of all or substantially all of its rights and assers has been recorded agreeing to change said Covenants in whole or in part: At any time that Declarant or its successors by merger or assignments of all or substantially all of its rights and asssets, shall own in excess of 25% of the lots covered by these Covenants, Declarant, (or successors), shall have the power and right to cancel or amend any or all of the Covenants contained herein by recording a document setting forth said cancellations of or amendments to said Covenants: if less than 25 % of said lots are owned by Declarant (or successors), then approval of three-fourths ($\frac{3}{4}$) of the then owners and Declarant, or their successors are required to change or amend said Covenants.

21. Breach.

a. Enforcement. The result of every net 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, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against such result and may be exercised by Declarant or its successors in interest or by the Architectural Control Committee.

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 and such amount as may be fixed by the court in such proceedings.

22. Time Limits. Except as herein provided, the failure to enforce any restriction 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.

23. Assignability. Any and all of the rights and powers of the Declarant herein contained may be assigned by Declarant to any person, corporation or association which will assume the duties of Declarant pertaining to said rights and powers.

24. Acceptance. Every person who now or hereafter owns or acquires any right, title estate or interest in any lot covered by these Covenants and restriction contained in the instrument by which such person acquired an interest in said property.

25. Affect of Deeds of Trust. Nothing contained in this Declaration shall impair or defeat the lien or 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.

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

[Handwritten Signature]
Subscribing Witness

[Handwritten Signature]
Dunmar L.L.C.
Sidney Dunmore

[Handwritten Signature]
Dunmar L.L.C
Thomas Martin

State of California
County of El Dorado

On Aug. 23 before me, K. L. Dunmore personally appeared Sidney Dunmore and Thomas Martin personally known to me (or proved on the basis of satisfactory evidence) to be the persons whose names are subscribed in the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.

K. L. Dunmore

