

Covenants, Conditions, and Restrictions (CC&Rs) for Unit 1, Big Trees Village

BOOK 214, PAGE 328

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COPY OF DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS, made by CALAVERAS DEVELOPMENT COMPANY, a California corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract of land situate in the County of Calaveras, State of California, and delineated upon that certain Map of said property filed in the office of the County Recorder of said County of Calaveras on this 24th day of May, 1966, and which tract is known and designated as "BIG TREES VILLAGE SUBDIVISION UNIT NUMBER I", in Calaveras County, California, which said tract of land, so shown and delineated upon said Map, is the real property affected by this Declaration of Restrictions; and

WHEREAS: Declarant is about to sell all or a portion of the lots of land shown and delineated on said Map and desires to subject all of the real property shown and delineated on said Map, and the lots into which the same has been divided, to the respective conditions and restrictions hereinafter set forth for the benefit of the present and subsequent owners of each of said lots, to provide for a high type and quality of improvements on said property and for the preservation of value of every part of said property and each of said lots.

AND, THEREFORE, CALAVERAS DEVELOPMENT COMPANY, a California corporation, the said Declarant, hereby "declares" that the real property delineated and shown on said Map hereinabove referred to, and each of said lots as shown and delineated on said Map, is, and shall be held, and shall be conveyed, subject to the conditions and restrictions hereinafter set forth, to-wit.

1. All owners of land or lots subject to these restrictions shall automatically become, and shall be required to become, members of a non-profit California corporation to be formed by Declarant, the purposes of which shall be to furnish and supply domestic water, as a mutual water company, to the owners of such lots and land and which shall be named "BIG TREES VILLAGE HOMES ASSOCIATION" or a suitable variation thereof. Membership in said corporation shall be appurtenant to the land, and transfer of ownership of said land shall automatically transfer membership in the said corporation. Members of said corporation shall be bound by its articles of incorporation and its by-laws. Notwithstanding the foregoing, however, as and when the Ebbetts Pass Improvement District has completed facilities which are capable of and available for furnishing and supplying water to the owners of such lots and land, Declarant may, but is not required to, cancel the restrictions, covenants, and charges imposed by this Section, such cancellation to be effected by recording in the office of the County Recorder of Calaveras County, California, a Declaration of Cancellation of Restrictions, duly executed by Declarant and setting forth therein the purpose of such instrument.

2. Except as hereinafter provided in Section 6, no portion of said property, nor any of said lots, shall be used except for residential purposes, nor shall any structure be erected or maintained on any portion of said property or on any of said lots, except a one-family dwelling house not exceeding two stories in height (one floor above main floor), or a garage, which may or may not be connected with or from a part of such dwelling. Not more than one such dwelling house shall be erected or maintained on any of said lots.

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3. No building shall be erected, placed or altered on any lot in the Subdivision unless the plans, elevations, specifications and plot plan, showing location of the building, have been approved, of themselves and as to quality, workmanship and materials and the harmony of external design with existing structures, by Declarant. Such approval may be arbitrarily refused in the sole and absolute

discretion by Declarant, and if given shall be in the form of a written instrument duly acknowledged by any authorized officer of Declarant. At its pleasure, however, Declarant may appoint either a personal representative or a committee of not less than one nor more than three to administer the provisions of this Section.

4. No dwelling house, garage or outbuilding to be erected on said property shall be constructed or maintained with other than a shake roof, nor shall any garage be constructed on said property prior to completion of a dwelling house thereon. No building of any kind shall be moved from elsewhere and placed upon any lot in this subdivision, nor shall any shed, tents, shelters, or temporary garages be erected on any lot. No tent, trailer, garage or other outbuilding, temporary or permanent, shall be used as a dwelling house, nor shall any prefabricated dwelling house, garage or outbuilding be constructed without the written consent of Declarant first had and obtained in each instance, which consent may be arbitrarily refused in the sale and absolute discretion of Declarant, and if given shall be in the form of a written instrument duly acknowledged by any authorized officer of Declarant.

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5. No livestock, poultry or domestic animals other than household pets, shall be kept or maintained upon any portion of said property or of said lots, without the written consent of the Declarant first had and obtained. Such consent may be arbitrarily refused in the sole and absolute discretion of Declarant, and if given shall be in the form of a written instrument duly acknowledged by any authorized officer of Declarant.

6. After any of said lots have been sold by Declarant, no billboard or other advertising device shall be erected or placed or maintained on such lot, except that not more than one (1) "For Sale, Lease or Rent" sign may be displayed upon such lot by the owner thereof during the period such owner is selling, leasing or renting such lot, provided that a dwelling house shall have been first constructed thereon, and further provided that such sign shall not be larger than eighteen inches (18") by twenty four inches (24"). Notwithstanding the foregoing, however, Declarant may use one lot owned by it for a sales office, and may erect thereon and maintain one or more signs of such size as Declarant may determine. The lot location of said sales office may be changed at the discretion of Declarant.

7. No building of any kind shall hereafter be constructed or maintained upon any portion of said real property, or any of said lots, unless every portion of said building is at least ten feet (10') or ten percent (10%) of width of lot measured at front line of house, whichever is the lesser, from the side exterior boundary lines of said lot, and twenty feet (20') from the front street line of said lot, as shown on said Map, measured perpendicular to said exterior boundary lines, without the consent of Declarant first had and obtained. Such consent may be arbitrarily refused in the sole and absolute discretion of Declarant, and if given shall be in the form of a written instrument duly acknowledged by any authorized officer of Declarant.

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8. No fence, boundary wall or hedge, other than an open slightly wire fence surrounding a tennis court, badminton court, and the like, shall have a greater height than six feet (6'). No such fence, wall or hedge situate within twenty feet (20') of any front street line shall be at a greater height than three feet (3') nor shall any tight board fence [sic] be erected within twenty feet (20') of any front street line.

9. No permanent dwelling house shall be constructed or maintained upon any portion of said real property, or any of said lots, with less than eight hundred (800) square feet of living area on the main floor of such house; or shall any dwelling be constructed or maintained on any portion of the real property, or any of said lots, which is intended for occupancy or occupied as a dwelling, unless there be constructed and maintained in connection therewith a septic tank of a type approved by the Health authorities of the State of California or the County of Calaveras.

10. The exterior of any dwelling house, garage or outbuilding to be erected upon any lot or portion of said real property shall be completed within eighteen (18) months after the same shall have been started and the foundations for said house, garage or building shall have been laid and constructed.

11. None of said lots, after its sale and conveyance by the Declarant, shall be subdivided.

12. Declarant reserves the right to construct all public utilities, water lines, drainage ditches, or other poles, lines, wires pipes, pipelines or any other things, other than buildings, which Declarant may in its sole and absolute discretion determine are necessary, convenient or beneficial for said real property or any portion thereof or any of said lots, or the ownership, use or occupancy of any portion of said real property or any of said lots, along the property lines or otherwise through or across said lots, and to enter in and upon the premises to make any and all repairs to said public utilities, water lines, drainage ditches, etc., and Declarant may grant this right to any public utility that is duly authorized to carry on its business under the laws of the State of California, or to any mutual water company or homeowners association or other mutual service organization.

13. The right is also reserved by Declarant to enter upon said reserved areas to cut or trim trees and other growth thereupon as necessary for the proper maintenance of such utility and other lines for satisfactory service in the area.

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14. It is expressly understood that such reserved areas herein mentioned shall not affect the usual building area of any lot in said Subdivision unless such easement shall be express and of record before the sale of any such lot by Declarant or its successor, or unless such easement shall be apparent upon the ground. In this connection notice is hereby given that certain easements for power lines and for telephone lines now exist of record affecting certain of said lots of said Subdivision. Said easements affect an area fifteen feet (15') on either side of said lines as described. No owner or occupant of any portion of said real property or any of said lots shall use the areas affected by said easements for any purpose or in any manner which will interfere with the free and unobstructed use of such easements.

15. No owner or occupant of any of said lots shall dump or dispose of any cars, refuse or garbage upon any portion of the said premises, and each shall provide for the regular removal of any accumulation thereof at least once a week.

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16. Not more than fifty percent (50%) of the trees now standing upon said lots shall be cut, severed or removed, and no tree which is ten inches (10") or more in diameter may be removed without the consent of Declarant, first had and obtained, which consent may be arbitrarily refused in the sale and absolute discretion of Declarant, and if given shall be in the form of a written instrument duly acknowledged by any authorized officer of Declarant.

17. Any or all of the rights, titles, easements and estates given to or reserved by Declarant herein contained may be assigned in whole or in part to any person or corporation, and wherever Declarant is herein referred to, such reference shall be deemed to include its nominee or successors in interest.

18. It is understood and agreed that cutting and/or trimming of trees necessary for public utilities to properly maintain their lines shall be allowed in order that satisfactory service may be maintained in the area.

19. All of the covenants and restrictions set forth in this Declaration of Restrictions are imposed upon said property, and each of said lots, for the direct benefit thereof, as a part of the general plan of development and improvement thereof hereby adopted by Declarant, and said covenants and restrictions shall run with the land and continue to be in full force and effect and shall be

binding upon Declarant and all persons claiming under it until October 1, 2016, at which time said covenants and restrictions shall terminate.

20. No owner of any portion of said real property, or of any of said lots, shall directly or indirectly do or permit to be done on or in any portion of said property, or any of said lots, or in any building erected thereon, any act which is in violation of any law of the United States Government, the State of California, or of any ordinance of the County of Calaveras.

21. If there shall be any violation or attempt to violate any of the covenants or restrictions herein contained, either directly or indirectly prior to October 1, 2016 it shall be lawful for the owners of any portion of said property, or any of said lots, to prosecute any proceedings at law or in equity against the violator or the attempting violator, to prevent such violation or attempt, and/or to recover damages for such violation, and nothing herein contained shall be considered as preventing the application of any remedies given by law against a nuisance, public or private, but the remedies herein contained shall be deemed to be in addition to any other remedies given by law.

22. In addition to any remedies herein contained or given by law, the direct or indirect violation of any of the covenants or restrictions herein set forth by the owner of any portion of said real property, or of any of said lots, shall cause a forfeiture of the owner's title to all of said portion of said real property or of said lots, and the title thereto shall forthwith revert to and become revested in Declarant, subject, however, to any encumbrances of record on such forfeited portion of said property, or lot, as the case may be.

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23. If any section or paragraph, subdivision of section or paragraph, sentence, clause or phrase contained in this Declaration of Restrictions shall be held to be invalid by any court for any reason, the invalidation thereof shall in no wise affect the validity of any other portion of this Declaration of Restrictions, it being the intent of Declarant that the whole of said Declaration of Restrictions, with the exception of such invalidated portion or portions, shall remain in full force and effect, and Declarant hereby declares it would have executed this Declaration of Restriction, and each portion thereof, irrespective of the fact that any portion of it be declared invalid.

24. The provisions herein contained shall run with the land and bind the land included in said subdivision and shall inure to the benefit of and be enforceable by Declarant, or its nominee, legal heirs, successors and assigns, and failure by Declarant or its legal representative, heirs, successors or assigns to enforce any restriction, covenant or agreement herein contained, shall in no event be deemed a waiver of the right to do so thereafter, nor shall such failure to enforce any restriction, covenant or agreement herein contained give rise to any cause of action by any person whomsoever against Declarant, and Declarant shall in no way be liable to any person whomsoever including heirs, successors or assigns for any such failure.

IN WITNESS WHEREOF, the said Declarant has hereunto set its hand and seal.

CALAVERAS DEVELOPMENT COMPANY
Vice President
Secretary

Information regarding this .pdf file:

The CC&Rs for Unit 1 in Big Trees Village were originally signed, notarized, and recorded with Calaveras County in Book 214, Page 328-330, on May 24, 1966. This electronic .pdf file was obtained by scanning a facsimile of the document recorded with the County, using optical character recognition (OCR) software. This software occasionally misreads letters and formatting. This document was proof read in an effort to ensure accuracy. However, if discrepancies remain, the document on file with the County contains the correct language and formatting.

Thank you for your understanding,
Steve Lauterbach
Big Trees Village Voice and Website Editor
www.bigtreesvillage.org

Proof read November 22, 2007