

Proposed CC&R Revisions and Ballot

SECTION 2: DEFINITIONS

In addition to other definitions provided for herein, the following terms shall have the following meanings:

Current 2.1. "~~Architectural Review~~~~Control~~ Committee" or "Committee" shall mean the committee created pursuant to the Section below entitled "Architectural ~~Review~~~~Control~~" and which is charged with architectural review and approval ~~and control~~ of the Improvements within the Project. The Committee shall endeavor to review and make a decision to create a consensus with an applicant and with regard to the rural nature of the Project.

Yes No
 2.1. "Architectural Review Committee" or "Committee" shall mean the committee created pursuant to the Section below entitled "Architectural Review" and which is charged with architectural review and approval of the Improvements within the Project. The Committee shall endeavor to review and make a decision to create a consensus with an applicant and with regard to the rural nature of the Project.

Current 2.2. "~~Architectural Control~~ Guidelines" or "Guidelines" shall mean any subsequently approved Guidelines as set forth by Section 3.3.e.~~the written architectural review standards, if any, promulgated by the Architectural Control Committee as provided in the Section below entitled "Architectural Control".~~

Yes No
 2.2. "Architectural Guidelines" or "Guidelines" shall mean any subsequently approved Guidelines as set forth by Section 3.3.e.

Current 2.3 Association. ~~The term~~ "Association" shall mean the Sun Ridge East Owners Association, a California non-profit mutual benefit corporation, the members of which shall be the Owners of Lots in the Project, their successors and assigns.

Yes No
 (ONLY FORMATTING CHANGES FOR CONTINUITY)
2.3. "Association" shall mean the Sun Ridge East Owners Association, a California non-profit mutual benefit corporation, the members of which shall be the Owners of Lots in the Project, their successors and assigns.

Current 2.4. "County" shall mean El Dorado County, California, the County in which the Project is located.

NO PROPOSED CHANGES TO 2.4.

Current ~~2.5. "Declarant" shall mean Latrobe Properties, II, a General Partnership, its successors and assigns if such successors and assigns are assigned the rights of Declarant pursuant to Section 8.3 hereof, entitled "Successor", or if such successor or assignee is a mortgagee acquiring Declarant's interest in the Project by foreclosure or by deed in lieu of foreclosure.~~

Yes No

Definition 2.5. shall be deleted as the "Declarant" (Latrobe Properties, II) no longer exists nor has an interest in the Project. Subsequent items in the section shall be renumbered accordingly (i.e. 2.6 becomes 2.5, 2.7 becomes 2.6, etc.).

Current 2.6. "Improvement" shall mean Structures, as defined herein; ~~S~~substantial plants such as trees, hedges, shrubs, bushes and major landscaping ~~of any kind that impact, or could impact, scenic views (distant views to land and sky outside of the Project, such as mountain and valley views) from another Lot;~~ "Improvement" shall also mean ~~A~~any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface or subsurface water from, upon, under or across any portion of the Project; ~~"Improvement" shall also mean or A~~any utility line, conduit, pipe or other related facility or equipment.

Yes No

2.6. "Improvement" shall mean:
a) Structures, as defined herein;
b) Substantial plants such as trees, hedges, shrubs, bushes, and major landscaping that impact, or could impact, scenic views (distant views to land and sky outside of the Project, such as mountain and valley views) from another lot;
c) Any excavation, fill, ditch, diversion dam, or other thing or device which affects or alters the natural flow of surface or subsurface water from, upon, under, or across any portion of the Project; or
d) Any utility line, conduit, pipe, or related facility or equipment.

Current 2.7. "Lot" shall mean any parcel of land shown on the Map, including the legal re-subdivision of any such Lot into any additional parcel or parcels, provided, however, that such resubdivision is not prohibited by this Declaration.

NO PROPOSED CHANGES TO 2.7.

Current 2.8. "Map" shall mean that subdivision map entitled "Shadow Hawk Unit No. 1", which Map recorded October 27, 1997, in Book H of Maps, Page 139 of the Official Records of said County. Said Map is also described in Exhibit "A" of this Declaration.

NO PROPOSED CHANGES TO 2.8.

Current 2.9. "Member" shall mean a person or entity holding a membership in the Association as provided herein. Each Owner or Co-Owner of a Lot shall be a member.

NO PROPOSED CHANGES TO 2.9.

Current 2.10. "Mortgage" shall mean a mortgage or deed of trust encumbering a Lot. "Mortgagee" shall include the beneficiary under a deed of trust.

NO PROPOSED CHANGES TO 2.10.

Current 2.11. "Owner" shall mean each person or entity, ~~including Declarant,~~ holding a record fee ownership interest in a Lot. "Owner" shall not include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation.

Yes No

2.11. "Owner" shall mean each person or entity holding a record fee ownership interest in a Lot. "Owner" shall not include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation.

Current ~~2.12. "Phase" shall mean and refer to each group of lots within the Project which are described as a phase of development in a Final Subdivision Public Report issued by the California Department of Real Estate.~~

Yes No

Definition 2.12. shall be deleted as the Project, Shadow Hawk, is a complete project, and no phases of development remain. Subsequent items in the section shall be renumbered accordingly (i.e. 2.13 becomes 2.12, 2.14 becomes 2.13, etc.).

Current 2.13. "Project" or "Property" shall mean the real property described on Exhibit "A" attached hereto, including any Improvements erected thereon.

NO PROPOSED CHANGES TO 2.13.

Current 2.14. "Residence" shall mean a dwelling structure on a Lot, but is not intended to exclude a "guest house" for the entertainment of social guests, nor servants' quarters for servants or other employees employed upon the premises of a Lot.

NO PROPOSED CHANGES TO 2.14.

Current 2.15. "Structure" shall mean any tangible thing or device to be fixed permanently or temporarily to real property including ~~., without limitation, any building, garage, driveway, walkway, concrete pad, asphalt pad, fence, wall, pole, sign, antennae, sprinkling system, swimming pool, spa, tennis court or trash enclosures.~~

Yes No

2.15. "Structure" shall mean any tangible thing or device to be fixed permanently or temporarily to real property.

Current

SECTION 3: ARCHITECTURAL ~~REVIEW~~CONTROL

Yes No

SECTION 3: ARCHITECTURAL REVIEW

Current 3.1. General Limitation. ~~The Association shall provide for architectural review through the Committee.~~ Subject to the exemptions described below, no Improvement ~~and/or Structure~~ may be constructed, erected, painted, altered or changed on any portion of the Project without the prior written approval of the ~~Committee~~ Architectural Control Committee (SHARC) ("Committee") except as stated in this Declaration.

This approval requirement shall apply only to Structures that require a County building permit, except as follows: approval shall also be required for Structures that both (a) are located within one-hundred (100) feet of an Association road or thirty (30) feet of a neighboring property line, and (b) exceed one-hundred-twenty (120) square feet or six (6) feet in height.

This approval requirement shall apply to plants, trees, hedges, or other landscaping only as provided in Section 3.3.f.4.

Yes No

3.1. General Limitation. The Association shall provide for architectural review through the Committee. Subject to the exemptions described below, no Improvement may be constructed, erected, painted, altered, or changed on any portion of the Project without the prior written approval of the Committee except as stated in this Declaration.

This approval requirement shall apply only to Structures that require a County building permit, except as follows: approval shall also be required for Structures that both (a) are located within one-hundred (100) feet of an Association road or thirty (30) feet of a neighboring property line, and (b) exceed one-hundred-twenty (120) square feet or six (6) feet in height.

This approval requirement shall apply to plants, trees, hedges, or other landscaping only as provided in Section 3.3.f.4.

Current

3.2. Exemption. Notwithstanding the Subsection above entitled "General Limitation", Committee approval shall not be required for the following:

- (a) ~~Improvements constructed by, at the direction of, or with the approval of the Declarant;~~
- (b) normal maintenance of exempt or previously approved Improvements;
- (c) repair or rebuilding of an exempt or previously approved Improvement;
- (d) changes to the interior of an exempt or previously approved Structure;
- (e) work reasonably required to be performed in an emergency for the purpose of protecting any person or property from damage.

Yes No

3.2.(a). shall be deleted as the Declarant no longer exists (see Section 2.5. above). Subsequent items shall be renumbered accordingly (i.e. 3.2.(b). becomes 3.2.a.), 3.2.(c). becomes 3.2.b)., etc. as follows:

3.2. Exemption. Notwithstanding the Subsection above entitled "General Limitation", Committee approval shall not be required for the following:

- a) Normal maintenance of an exempt or previously approved Improvement;
- b) Repair or rebuilding of an exempt or previously approved Improvement;
- c) Changes to the interior of an exempt or previously approved Structure; or
- d) Work reasonably required to be performed in an emergency for the purpose of protecting any person or property from damage.

Current

3.3. Architectural ~~ReviewControl~~ Committee.

Yes No

3.3. Architectural Review Committee.

Current

3.3.a. Number and Appointment. The Committee shall be composed of ~~five (5)~~three (3) members. ~~The initial M~~members of the Committee shall be appointed by the Board of Directors of the Association~~Declarant~~, and the Committee's actions are subject to review and reconsideration by the Board of Directors through an appeal by an affected Owner. ~~Declarant shall have the right to appoint replacements at any time to the Committee for a period of three (3) years from the date of recordation of this Declaration. After the initial three (3) year period, the Committee members shall have the full authority to designate a successor in the event of death or resignation of a member. Except for the power of the Declarant to appoint all members during the initial three (3) year period, at any time thereafter the then record owners of the majority of Lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee.~~

Committee members shall serve one-year terms, subject to the Board of Directors' power to remove any member and appoint his or her successor. Appointment and removal of Committee members shall occur in an open, noticed meeting of the Board of Directors.

Members of the Board of Directors of the Association shall not serve as members of the Committee.

Yes No

3.3.a. Number and Appointment. The Committee shall be composed of five (5) members. Members of the Committee shall be appointed by the Board of Directors of the Association, and the Committee's actions are subject to review and reconsideration by the Board of Directors through an appeal by an affected Owner.

Committee members shall serve one-year terms, subject to the Board of Directors' power to remove any member and appoint his or her successor. Appointment and removal of Committee members shall occur in an open, noticed meeting of the Board of Directors.

Members of the Board of Directors of the Association shall not serve as members of the Committee.

Current

3.3.b. Meetings and Operation. The Committee shall meet from time to time as necessary to properly perform its duties ~~hereunder.~~ Three members shall constitute a quorum and a vote of the majority of the Committee members present shall constitute the action of the Committee.~~A majority of the committee members may designate a representative of the Committee to act for it. Except as provided elsewhere herein, any decision may be made by the Committee upon an affirmative vote of two-thirds (2/3) of its members.~~ The Committee shall keep and maintain a written record of their~~all~~ actions, ~~from time to time taken by the Committee at meetings or otherwise, and shall maintain files of all documents submitted to it.~~

The applicant shall be entitled to appear at any meeting of the Committee at which his or her proposed Improvement is scheduled for review or consideration. The applicant shall be entitled to be heard on the matter. Committee meetings shall be open meetings, and any members of the Association may speak at the meeting, subject to reasonable time limitations.

At least four (4) days notice of the time, place, and proposed agenda for the Committee meetings shall be communicated to the applicant and to any Owner of an adjoining Lot (including those across an Association road). In addition, the agenda shall be posted on the Association's website and provided by electronic mail, no less than four (4) days before the meeting, to any Owners that request such notice.

The members of the Committee shall not receive any compensation for services rendered. All members of the Committee shall be entitled to reimbursement from fees collected by the Committee for reasonable expenses incurred by them in connection with the performance of their duties.

Yes No

3.3.b. Meetings and Operation. The Committee shall meet from time to time as necessary to properly perform its duties. Three members shall constitute a quorum and a vote of the majority of the Committee members present shall constitute the action of the Committee. The Committee shall keep and maintain a written record of their actions.

The applicant shall be entitled to appear at any meeting of the Committee at which his or her proposed Improvement is scheduled for review or consideration. The applicant shall be entitled to be heard on the matter. Committee meetings shall be open meetings, and any members of the Association may speak at the meeting, subject to reasonable time limitations.

At least four (4) days notice of the time, place, and proposed agenda for the Committee meetings shall be communicated to the applicant and to any Owner of an adjoining Lot (including those across an Association road). In addition, the agenda shall be posted on the Association's website and provided by electronic mail, no less than four (4) days before the meeting, to any Owners that request such notice.

The members of the Committee shall not receive any compensation for services rendered. All members of the Committee shall be entitled to reimbursement from fees collected by the Committee for reasonable expenses incurred by them in connection with the performance of their duties.

Current 3.3.c. Duties. The Committee ~~may adopt Architectural Control Guidelines ("Guidelines") as provided below and~~ shall expeditiously review applications for Improvements under the declaration and Guidelines, if any, to ensure harmonious architectural consistency within the community~~perform other duties imposed upon it by this Declaration or applicable laws and regulations.~~

Yes No

3.3.c. Duties. The Committee shall expeditiously review applications for Improvements under the Declaration and Guidelines, if any, to ensure harmonious architectural consistency within the community.

Current 3.3.d. Address. The address of the Committee shall be determined by resolution of the Committee and be available on the Association's website. Such address shall be the place for the submittal of plans and specifications ~~and the place where current copies of the Guidelines shall be kept. The initial address for the Committee shall be 3009 Douglas Blvd., Suite 150, Roseville, CA 95661.~~

Yes No

3.3.d. Address. The address of the Committee shall be determined by a resolution of the Committee and be available on the Association's website. Such address shall be the place for submittal of plans and specifications.

Current 3.3.e. Guidelines. The Committee may, ~~from time to time, adopt or amend Guidelines prospectively. Said Guidelines shall interpret and~~ implement, the provisions of ~~the~~this Section entitled "Architectural Review~~Control~~" by ~~developing~~setting forth more specific standards and procedures for Committee review. All previous Guidelines are hereby revoked. All guidelines shall be in compliance with all applicable laws and regulations of any governmental entity having jurisdiction over Improvements in the Project, shall incorporate high standards of architectural design and construction engineering, shall be in compliance with the minimum standards set forth herein, and otherwise shall be in conformity with the purposes and provisions of this Declaration. A copy of the current Guidelines, if any, shall be available for inspection and copying by any Owner at any reasonable time during customary and normal business hours and shall be posted on the Association's website. The Committee may propose Guidelines to clarify and interpret this Declaration by way of a proposal that is presented to the community by a vote of written ballots. Ballots shall be returned to the Committee and are to be openly counted and recorded. The proposed Guideline(s) shall be adopted upon an affirmative vote of a majority of the total ballots cast. The revised Guidelines shall then be provided to the community members and posted on the Association's website.

Yes No

3.3.e. Guidelines. The Committee may implement the provisions of the Section entitled "Architectural Review" by developing procedures for Committee review. All previous Guidelines are hereby revoked. All Guidelines shall be in compliance with all applicable laws and regulations of any governmental entity having

jurisdiction over Improvements in the Project, shall incorporate high standards of architectural design and construction engineering, shall be in compliance with the minimum standards set forth herein, and otherwise shall be in conformity with the purposes and provisions of this declaration. A copy of the current Guidelines, if any, shall be available for inspection and copying by any Owner at any reasonable time during customary and normal business hours and shall be posted on the Association's website. The Committee may propose Guidelines to clarify and interpret this Declaration by way of a proposal that is presented to the community by a vote of written ballots. Ballots shall be returned to the Committee and are to be openly counted and recorded. The proposed Guideline(s) shall be adopted upon an affirmative vote of a majority of the total ballots cast. The revised Guidelines shall then be provided to the community members and posted on the Association's website.

Current

3.3.f. Standards. The following minimum standards shall apply to any Improvements constructed, painted, altered or changed on the Project:

(1) All Improvements shall be constructed, painted and changed in compliance with the applicable zoning laws, building codes, this Declaration, and all other laws, ordinances and regulations applicable to Project Improvements.

(2) All Residences shall have a minimum area of two--thousand (2,000) square feet (excluding garages, carports, accessory buildings, covered or uncovered patios and porches). This subparagraph (2) shall not be applicable to any "guest house" for the entertainment of social guests, nor servants' quarters for servants or other employees employed upon the premises of a Lot.

(3) All Lots shall have a minimum of two (2) enclosed parking spaces.

(4) A portion of each Lot shall be landscaped with some combination of the following: trees, shrubs, ground cover, lawn, natural vegetation, and limited decorative rock, bark, and similar materials. Berming may be utilized so long as it does not disrupt proper drainage within the Project. Landscaping shall be designed so as to compliment, protect and harmonize with the natural terrain, existing trees and vegetation and shall be consistent with generally accepted, customary and conventional landscape designs. Stone, gravel, concrete and similar materials shall be used only for complimentary and supplementary purposes and no Lot shall be covered entirely with such materials.

Committee approval is not required regarding the planting of shrubs, hedges, trees, or small plants of any kind; however, homeowners must either:

- a) talk to their neighbor(s) whose scenic view they may be blocking to determine if a potential problem might exist, and work with their neighbor(s) as to where the best location to plant might be. The owner who plants a view-blocking plant will be responsible for trimming and/or removing said plant(s) at his/her expense should the Association receive a complaint, deemed valid by the Committee, from a neighbor whose scenic view is substantially blocked.

OR

b) submit an application to the Committee for approval of plantings of shrubs, hedges, trees, and other potentially view-blocking plants. The Committee shall balance the goals and rights of the owner requesting the planting with the rights of nearby neighbors whose scenic views may be partially blocked and shall not approve plantings that may wholly block a neighbor's scenic view. Plantings approved by the Committee shall not be subject to the trimming and/or removal restrictions described in 3.3.f.4.(a).

The determination of the Committee under either of these options is subject to review and reconsideration by the Board of Directors of the Association.

(5) All exterior and decorative lighting shall be designed to eliminate glare and annoyance to other Lot Owners. ~~Lighting shall be shielded and directed downward.~~ Colored landscaping lighting shall be prohibited, unless approved by the Architectural Control Committee.

(6) All solar collection devices shall be integrated aesthetically ~~and screened as much as possible from adjacent portions of~~ into the Project.

(7) In reviewing proposed Improvements for approval, the Committee shall consider at least the following:

- a) Does the proposed Improvement conform to the purposes and provisions of the Project Documents?
- b) Is the proposed Improvement of a quality of workmanship and materials comparable to other Improvements that are proposed or existing on the Project?
- c) Is the proposed Improvement of a design and character which is harmonious with proposed or existing Improvements and with the natural topography in the immediate vicinity?
- d) Will the proposed Improvement unreasonably interfere with or otherwise impair the view or solar access of other portions of the Project?

Yes No

3.3.f. Standards. The following minimum standards shall apply to any Improvements constructed, painted, altered, or changed on the Project:

(1) All Improvements shall be constructed, painted, and changed in compliance with the applicable zoning laws, building codes, this Declaration, and all other laws, ordinances and regulations applicable to Project Improvements.

(2) All Residences shall have a minimum area of two-thousand (2,000) square feet (excluding garages, carports, accessory buildings, covered or uncovered patios and porches). This subparagraph (2) shall not be applicable to any "guest house" for the entertainment of social guests, nor servants' quarters for servants or other employees employed upon the premises of a Lot.

(3) All Lots shall have a minimum of two (2) enclosed parking spaces.

(4) A portion of each Lot shall be landscaped with some combination of the following: trees, shrubs, ground cover, lawn, natural vegetation, and limited decorative rock, bark, and similar materials. Berming may be utilized so long as it does not disrupt proper drainage within the Project. Landscaping shall be designed so as to compliment, protect, and harmonize with the natural terrain, existing trees and vegetation and shall be consistent with generally accepted, customary and conventional landscape designs. Stone, gravel, concrete and similar materials shall be used only for complimentary and supplementary purposes and no Lot shall be covered entirely with such materials.

Committee approval is not required regarding the planting of shrubs, hedges, trees, or small plants of any kind; however, homeowners must either:

- a) talk to their neighbor(s) whose scenic view they may be blocking to determine if a potential problem might exist, and work with their neighbor(s) as to where the best location to plant might be. The owner who plants a view-blocking plant will be responsible for trimming and/or removing said plant(s) at his/her expense should the Association receive a complaint, deemed valid by the Committee, from a neighbor whose scenic view is substantially blocked.**

OR

- b) submit an application to the Committee for approval of plantings of shrubs, hedges, trees, and other potentially view-blocking plants. The Committee shall balance the goals and rights of the owner requesting the planting with the rights of nearby neighbors whose scenic views may be partially blocked and shall not approve plantings that may wholly block a neighbor's scenic view. Plantings approved by the Committee shall not be subject to the trimming and/or removal restrictions described in 3.3.f.4.(a).**

The determination of the Committee under either of these options is subject to review and reconsideration by the Board of Directors of the Association.

(5) All exterior and decorative lighting shall be designed to eliminate glare and annoyance to other Lot Owners. Colored landscaping lighting shall be prohibited, unless approved by the Architectural Review Committee.

(6) All solar collection devices shall be integrated aesthetically into the Project.

(7) In reviewing proposed Improvements for approval, the Committee shall consider at least the following:

- a) Does the proposed Improvement conform to the purposes and provisions of the Declaration and Guidelines, if any?**
- b) Is the proposed Improvement of a quality of workmanship and materials comparable to other Improvements that are proposed or existing on the Project?**
- c) Is the proposed Improvement of a design and character which is harmonious with proposed or existing Improvements and with the natural topography in the immediate vicinity?**

- d) Will the proposed Improvement unreasonably interfere with or otherwise impair the view or solar access of other portions of the Project?
- e) All applications shall only be evaluated based on the aesthetic value/quality of the proposed Improvement, not on its end use.

Current

3.4. Committee Approval Process: Approval Application. Any person proposing to construct, ~~paint, alter~~ or change any Improvement on the Project which requires the prior approval of the Committee pursuant to Section 3.1. shall apply to the Committee in writing for approval of the work to be performed and the time schedule for performing such work by the first (1st) day of each month. If the application is not submitted by the first (1st) day of the month, the effective date of the application shall be the first (1st) day of the following month.

The application shall be submitted using the then current Committee application form, available on the Association's website or from any Committee or Board member.

In order to minimize questions and clarifications, the submission shall include sufficient detail for the Committee to identify and analyze the Improvement. Such plans and specifications may include, but not be limited to, showing the nature, kind, shape, color, size, materials, and location of the proposed work, or the size, species, and location of any plants, trees, shrubs, and other proposed landscaping. The applicant is encouraged to attend the Committee meeting where the application will be considered.

The Committee may charge an applicant a reasonable fee for application review.

In the event additional plans and specifications for the work are required by the Committee, the applicant shall be notified of such requirement, identifying specific items and information needed, within thirty (30) days of the effective date of the application~~receipt by the Committee of his initial application~~ or the application shall be deemed sufficiently submitted as of that date.

~~If additional information is requested~~timely notified, the applicant shall provide it in a timely manner~~submit additional plans and specifications for the proposed work in the form and content reasonably required by the Committee and his application shall not be deemed sufficiently submitted until that date. Such plans and specifications may include, but not be limited to, showing the nature, kind, shape, color, size, materials and location of the proposed work, or the size, species and location of any plants, trees, shrubs and other proposed landscaping. Further correspondence between the applicant and the Committee, for approval, disapproval, or further requests for information, shall be delivered within fifteen (15) days of each communication from each party. The purpose of this clause is to minimize the time involved for an application to be deemed sufficiently submitted.~~

If, sixty (60) days from the effective date of initial submission, a sufficiently submitted application has not been accepted by the Committee, either the Committee or the applicant may request timely Board of Directors' consideration or may invoke the applicable Dispute Resolution Policy.

Yes No

3.4. Committee Approval Process; Approval Application. Any person proposing to construct or change any Improvement on the Project which requires the prior approval of the Committee pursuant to Section 3.1. shall apply to the Committee in writing for approval of the work to be performed and the time schedule for performing such work by the first (1st) day of each month. If the application is not submitted by the first (1st) day of the month, the effective date of the application shall be the first (1st) day of the following month.

The application shall be submitted using the then current Committee application form, available on the Association's website or from any Committee or Board member.

In order to minimize questions and clarifications, the submission shall include sufficient detail for the Committee to identify and analyze the Improvement. Such plans and specifications may include, but not be limited to, showing the nature, kind, shape, color, size, materials, and location of the proposed work, or the size, species, and location of any plants, trees, shrubs, and other proposed landscaping. The applicant is encouraged to attend the Committee meeting where the application will be considered.

The Committee may charge an applicant a reasonable fee for application review.

In the event additional plans and specifications for the work are required by the Committee, the applicant shall be notified of such requirement, identifying specific items and information needed, within thirty (30) days of the effective date of the application, or the application shall be deemed sufficiently submitted as of that date.

If additional information is requested, the applicant shall provide it in a timely manner. Further correspondence between the applicant and the Committee, for approval, disapproval, or further requests for information, shall be delivered within fifteen (15) days of each communication from each party. The purpose of this clause is to minimize the time involved for an application to be deemed sufficiently submitted.

If, sixty (60) days from the effective date of initial submission, a sufficiently submitted application has not been accepted by the Committee, either the Committee or the applicant may request timely Board of Directors' consideration or may invoke the applicable Dispute Resolution Policy.

Current

3.5. Review and Approval. Upon sufficient submission of an application for Committee review, the Committee shall proceed expeditiously to review all of the documents to determine whether the proposed work is in compliance with the provisions and purposes of ~~this Declaration~~~~the Project Documents~~ and ~~any~~all Guidelines ~~of the Committee~~ in effect at the time the documents are submitted. In the event the Committee ~~fails~~~~falls~~ to approve an application, it shall notify the applicant in writing of the specific matters to which it objects. In the event the Committee ~~fails~~~~falls~~ to notify the applicant of the action taken by the Committee within thirty-five (35) days after ~~sufficient~~ submission of an

application determined to be sufficient under Section 3.4., the application shall be deemed approved. One set of plans as finally approved shall be retained by the Committee as a permanent record.

Yes No

3.5. Review and Approval. Upon sufficient submission of an application for Committee review, the Committee shall proceed expeditiously to review all of the documents to determine whether the proposed work is in compliance with the provisions and purposes of this Declaration and any Guidelines in effect at the time the documents are submitted. In the event the Committee fails to approve an application, it shall notify the applicant in writing of the specific matters to which it objects. In the event the Committee fails to notify the applicant of the action taken by the Committee within thirty-five (35) days after submission of an application determined to be sufficient under Section 3.4., the application shall be deemed approved. One set of plans as finally approved shall be retained by the Committee as a permanent record.

Current

3.6. Commencement. Completion of Approved Work. Upon receipt of the approval of the Committee, the applicant shall proceed to have the work commenced and diligently and continuously pursued to completion in substantial compliance with the approval of the Committee including all conditions imposed therewith.

The approval of the Committee shall be effective for a period of one (1) year after the date of the approval subject to the right of the Committee to provide for a shorter or longer period at the time of its approval, or subsequently to extend the period upon a request by the applicant showing of good cause, and In the event the approved work is not commenced within the effective period of the approval, then the applicant, before commencing any work shall be required to resubmit thehis application for the approval of the Committee.

An extension request by the applicant shall not be unreasonably denied by the Committee.

~~All approved work shall be completed within one (1) year after the date of commencement, or such other reasonable period specified by the Committee at the time of approval, with the period of time subject to extension by the number of days that work is delayed by causes not under the control of the applicant or his contractor or as otherwise extended by the Committee. Upon completion of approved work, the applicant shall give written notice thereof to the Committee. After receiving fee title to a Lot with a completed Residence, the Owner of such Lot shall have two (2) months from such conveyance of title to provide landscape plans to the Committee for approval and, after approval by the Committee, such Owner shall have six (6) months to complete the work of landscaping. For good cause, the Committee may grant reasonable extensions to the time periods noted in this paragraph. If for any reason the Committee fails to notify the applicant of any noncompliance within sixty (60) days after receipt of said notice of completion from the applicant, the improvement shall be deemed to be completed in accordance with said approved plans.~~

Yes No

3.6. Commencement; Completion of Approved Work. Upon receipt of the approval of the Committee, the applicant shall proceed to have the work commenced and diligently and continuously pursued to completion in substantial compliance with the approval of the Committee including all conditions imposed therewith.

The approval of the Committee shall be effective for a period of one (1) year after the date of the approval subject to the right of the Committee to provide for a shorter or longer period at the time of its approval, or subsequently to extend the period upon a request by the applicant. In the event the approved work is not commenced within the effective period of the approval, then the applicant, before commencing any work, shall be required to resubmit the application for the approval of the Committee.

An extension request by the applicant shall not be unreasonably denied by the Committee.

Current

3.7. ~~Non-Compliance; Inspection, Remedies; Non-Compliance; Fine Limitation.~~

3.7.a. ~~Non-Compliance. If it deems necessary, T~~the Committee, or any authorized representative, ~~upon receipt of a complaint for Non-Compliance with this Declaration, shall contact the homeowner by certified mail with return receipt within five (5) business days of receipt of said complainthave the right during normal business hours, after forty-eight (48) hours notice to the Owner thereof, to enter upon any portion of the Project for the purpose of determining whether or not any work is being performed or was performed in compliance with this Declaration and the Guidelines. The notice shall contain the alleged violation and date of complaint. The homeowner shall have five (5) business days to respond to the Committee.~~ If at any time the Committee determines that work is not being performed or was not performed in compliance with this Declaration and the Guidelines, whether based on a failure to apply for or obtain approval, a failure to comply with approval, a failure to timely commence or complete approved work or otherwise, the Committee shall notify the owner in writing of such non-compliance specifying the particulars of non-compliance, and demanding that the owner remedy such non-compliance within a reasonable and specified period.

3.7.b. Remedies. In the event that the Owner fails to remedy such non-compliance within the specified period, the Committee shall have the right and duty to remedy the non-compliance in any appropriate manner permitted by this Declaration and the Guidelines, or as otherwise permitted by law or in equity, including but not limited to removing the non-complying Improvement, correcting the non-complying Improvement, completing the non-complying Improvement, or recording a notice of non-compliance or non-completion on the property, as appropriate. The Owner shall have the obligation to reimburse the Committee for any costs incurred in enforcing these provisions and such costs may be recovered by the Committee in an action of law against such individual lot owner.

3.7.c. Fine Limitation. Any fine imposed for non-compliance shall not exceed \$1,000.

Yes No

3.7. Non-Compliance; Remedies; Fine Limitation.

3.7.a. Non-Compliance. If it deems necessary, the Committee or any authorized representative, upon receipt of a complaint for non-compliance with this Declaration, shall contact the homeowner by certified mail with return receipt within five (5) business days of receipt of said complaint. The notice shall contain the alleged violation and date of complaint. The homeowner shall have five (5) business days to respond to the Committee. If at any time the Committee determines that work is not being performed or was not performed in compliance with this Declaration and the Guidelines, whether based on a failure to apply for or obtain approval, a failure to comply with approval, a failure to timely commence or complete approved work or otherwise, the Committee shall notify the owner in writing of such non-compliance specifying the particulars of non-compliance, and demanding that the owner remedy such non-compliance within a reasonable and specified period.

3.7.b. Remedies. In the event that the Owner fails to remedy such non-compliance within the specified period, the Committee shall have the right and duty to remedy the non-compliance in any appropriate manner permitted by this Declaration and the Guidelines, or as otherwise permitted by law or in equity, including but not limited to removing the non-complying Improvement, correcting the non-complying Improvement, completing the non-complying Improvement, or recording a notice of non-compliance or non-completion on the property, as appropriate. The Owner shall have the obligation to reimburse the Committee for any costs incurred in enforcing these provisions and such costs may be recovered by the Committee in an action of law against such individual lot owner.

3.7.c. Fine Limitation. Any fine imposed for non-compliance shall not exceed \$1,000.

Current

3.8. Waiver. The approval by the Committee of any plans, drawings or specifications for any Improvements constructed or proposed, or in connection with any other matter requiring the approval of the Committee shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter submitted for approval. Where unusual circumstances warrant it, the Committee may grant reasonable variances from the architectural control provisions hereof or from the Guidelines. Such variances shall be made on a case-by-case basis and shall not serve as precedent for the granting of any other variance.

NO PROPOSED CHANGES TO 3.8.

Current

3.9 Estoppel Certificate. Within thirty (30) days after written demand is delivered therefore to the Committee by any Owner or Mortgagee, and upon payment to the Committee of a reasonable fee (as fixed from time to time by resolution of the

Committee), the Committee shall execute and deliver in recordable form, if requested, any estoppel certificate executed by any two (2) of its members, certifying, with respect to any Lot of said Owner or Mortgagee, that as of the date thereof either (a) all improvements made and other work done upon or within said Lot comply with the requirements of the Committee and this Declaration, or (b) such improvements or work do not so comply, in which event the certificate shall also identify the non-complying improvements or work and set forth with particularity the basis of such noncompliance. Such statement shall be binding upon the Committee in favor of any person who may rely thereon in good faith.

NO PROPOSED CHANGES TO 3.9.

Current

3.10. Liability. Neither the ~~Declarant, the~~ Committee, nor any Committee member thereof, shall be liable to any Owner or to any third party for any damages, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development of any property within the Project, (d) the execution and filing of an estoppel certificate pursuant to Section 3.9, or (e) the execution and filing of a notice of noncompliance or non-completion pursuant to Section 3.7, whether or not the facts therein are correct, if the ~~Declarant, the~~ Committee or such Committee member has acted in good faith on the basis of such information as may be possessed by them. Specifically, but not by way of limitation, it is understood that plans and specifications are not approved for engineering design, and that by approving such plans and specifications neither ~~Declarant, the~~ Committee, nor any Committee member thereof, assumes liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications.

Yes No

(THIS CHANGE REMOVES THE DECLARANT, LATROBE PROPERTIES, FROM THIS SECTION)

3.10. Liability. Neither the Committee, nor any Committee member thereof, shall be liable to any Owner or to any third party for any damages, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development of any property within the Project, (d) the execution and filing of an estoppel certificate pursuant to Section 3.9, or (e) the execution and filing of a notice of noncompliance or non-completion pursuant to Section 3.7, whether or not the facts therein are correct, if the Committee or such Committee member has acted in good faith on the basis of such information as may be possessed by them. Specifically, but not by way of limitation, it is understood that plans and specifications are not approved for engineering design, and that by approving such plans and specifications neither the Committee, nor any Committee member thereof, assumes liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications.

SECTION 4: USE RESTRICTIONS

Current

4.1. Use of Lots. No Lot, or any portion thereof, shall be occupied and used except for the site of a single family Residence by ~~the~~ Owners, their contract purchasers, lessees, tenants, ~~or~~ social guests, ~~and a secondary residence as allowed by law~~. This Subsection is intended to exclude every form of boarding or lodging house, sanitarium and hospital, and the like. No trade or business or commercial activity shall be carried on or conducted upon any Lot; ~~except as follows: however, a. Declarant, its successors or assigns, may use any Lot in the Project owned by Declarant for a model home site and display and sales office during construction and until the last Lot is sold by Declarant, or until 5 years from the date of closing of the first sale of a Lot in the Project, whichever occurs first; and b. T~~his Subsection shall not prohibit home occupations so long as they are merely incidental to the use of the Lot as a Residence, are permitted by local law, and are conducted in such a manner as to not adversely affect other Owners' use and enjoyment of the Project, and have received prior written approval from the Committee.

Yes No

4.1. Use of Lots. No Lot, or any portion thereof, shall be occupied and used except for the site of a single family Residence by Owners, their contract purchasers, lessees, tenants, social guests, and a secondary residence as allowed by law. This Subsection is intended to exclude every form of boarding or lodging house, sanitarium and hospital, and the like. No trade or business or commercial activity shall be carried on or conducted upon any Lot; however, this Subsection shall not prohibit home occupations so long as they are merely incidental to the use of the Lot as a Residence, are permitted by local law, and are conducted in such a manner as to not adversely affect other Owners' use and enjoyment of the Project.

Current

4.2. Vehicle Restrictions. ~~Unless out of view of Association roads, No~~ unlicensed or inoperable motor vehicle or trailer, camper, mobile home, commercial vehicle, truck (other than a standard size pickup truck), inoperable automobile, boat or similar equipment or more than one (1) commercial vehicle owned and operated by the resident, shall be permitted to remain upon any area within the ~~P~~property, ~~except if said vehicle is screened from view of any street,~~ other than temporarily, not to exceed ~~four (4)~~two (2) weeks within any six (6) month period. Trailers (including utility, horse, boat, and travel trailers), motor homes, campers, and farming equipment shall be allowed, but shall not be stored in front of the primary residence or within one-hundred feet (100') of an Association road. An attempt shall be made to store these vehicles behind the residence or otherwise out of sight of the Association roads. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Committee. No noisy or smoky vehicles shall be operated on the Property. No off road unlicensed motor vehicles shall be operated upon the Property.

Yes No

4.2. Vehicle Restrictions. Unless out of view of Association roads, no unlicensed or inoperable motor vehicle or trailer, or more than one (1) commercial vehicle owned and operated by the resident, shall be permitted to remain upon any area within the property other than temporarily, not to exceed four (4) weeks within any six (6) month period. Trailers (including utility, horse, boat, and travel trailers), motor homes, campers, and farming equipment shall be allowed, but shall not be stored in front of the primary residence or within one-hundred (100) feet of an Association road. An attempt shall be made to store these vehicles behind the residence or otherwise out of sight of the Association roads.

Current

4.3. Signs. No sign, ~~flag, banner, or poster larger than six (6) square feet shall be erected within the Project without the prior approval of the Committee. No sign~~ of any kind shall be displayed ~~to the public view on or~~ from any ~~Lot~~portion of the Property without the ~~approval of the Committee~~ except for as follows:

- a) One sign of customary and reasonable dimensions advertising a Lot for sale, lease, rent, or exchange displayed from a Lot; and
- b) ~~One non-electric commercial sign, flag, banner, or poster of up to six (6) square feet may be erected on any Lot without prior approval of the Committee. Such signs as may be used by Declarant or its assignees in connection with the development of the Project and sale of Lots;~~ and
- c) Such other signs or notices as are required by law or as are otherwise necessary to perfect a right provided for in law.

Yes No

4.3. Signs. No sign, flag, banner, or poster of any kind shall be displayed from any Lot except for:

- a) One sign of customary and reasonable dimensions advertising a Lot for sale, lease, rent, or exchange displayed from a Lot; and
- b) One non-electric commercial sign, flag, banner, or poster of up to six (6) square feet may be erected on any Lot without prior approval of the Committee; and
- c) Such other signs or notices as are required by law or as are otherwise necessary to perfect a right provided for in law.

Current

4.4. Animals. ~~No~~Not more than two (2) pigs per Lot, and no male (billy) goats or peacocks shall be raised, bred or kept on any Lot or portion of the ~~P~~property; ~~provided, however, one (1) pig per Lot may be allowed if it is the subject of an ongoing 4H or FFA project of an Owner's family.~~ Usual and ordinary farm and household ~~animals~~pets such as dogs, cats, or household birds may be kept, but only in such numbers and types as will

not create a nuisance or disturb the health, safety, welfare or quiet enjoyment of the Lots by ~~their respective Residents~~^{the Owner}; and provided that they are kept under reasonable control at all times and in accordance with applicable laws. All animal wastes must be properly disposed of in accordance with applicable County regulations.

Yes No

4.4. Animals. Not more than two (2) pigs per Lot, and no male (billy) goats or peacocks shall be raised, bred or kept on any Lot or portion of the property. Usual and ordinary farm and household animals may be kept, but only in such numbers and types as will not create a nuisance or disturb the health, safety, welfare, or quiet enjoyment of the Lots by their respective Residents, and provided that they are kept under reasonable control at all times and in accordance with applicable laws. All animal wastes must be properly disposed of in accordance with applicable County regulations.

Current

4 5. Trash; Storage of Materials. All garbage and trash shall be regularly removed from the Pproperty, and shall not be allowed to accumulate thereon. ~~Trash shall be defined as any kind of debris (e.g. scattered remains of something broken or destroyed). Garbage and trash~~ shall be placed and kept in covered sanitary containers where it is not visible from any neighboring Lot except for a reasonable time prior to or after collection. ~~A reasonable attempt shall be made to keep~~ A all woodpiles or storage piles shall be kept screened and concealed from view of ~~the adjacent Association roads~~^{other Lots and streets}. Garbage and trash shall be placed for pick up as required by the disposal service ~~and any rules adopted by the Committee.~~

Yes No

4.5. Trash; Storage of Materials. All garbage and trash shall be regularly removed from the property, and shall not be allowed to accumulate thereon. Trash shall be defined as any kind of debris (e.g. scattered remains of something broken or destroyed). Garbage and trash shall be placed and kept in covered sanitary containers where it is not visible from any neighboring Lot except for a reasonable time prior to or after collection. A reasonable attempt shall be made to keep woodpiles or storage piles screened and concealed from view of the adjacent Association roads. Garbage and trash shall be placed for pick up as required by the disposal service.

Current

4.6. Towers, Satellite Dishes, Etc. Except as ~~required by law to be permitted~~^{installed by Declarant}, no towers, aerials or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall be erected or maintained on any Lot. ~~This restriction shall not apply to~~^{except for} installations within Structures constructed on a Lot or by underground conduits or satellite dishes not to exceed three (3) feet in diameter. ~~No such item or equipment shall be erected or maintained upon the outside of any building on the Properties unless the same has been approved in writing by the Architectural Control Committee.~~

Yes No

4.6. Towers, Satellite Dishes, Etc. Except as required by law to be permitted, no towers, aerials, or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall be erected or maintained on any Lot. This restriction shall not apply to installations within Structures constructed on a Lot or by underground conduits or satellite dishes not to exceed three (3) feet in diameter.

Current

4.7. Design and Construction Restrictions. The construction of Improvements on each Lot is subject to this Declaration and to the "Guidelines", if any, ~~as promulgated and administered by the Architectural Control Committee.~~

Yes No

4.7. Design and Construction Restrictions. The construction of Improvements on each Lot is subject to this Declaration and to the Guidelines, if any.

Current

4.8. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines as required by the County of El Dorado, including any setback variance which the County might approve.

NO PROPOSED CHANGES TO 4.8.

Current

4.9. Window Coverings. Windows shall be covered only by drapes, shades or shutters and shall not be painted or covered by foil, cardboard, sheets or similar materials. Subject to Committee approval, manufactured solar screens may be allowed.

NO PROPOSED CHANGES TO 4.9.

Current

4.10. Clotheslines. Exterior clotheslines or other outside clothes drying or airing facility may be erected or maintained on the ~~P~~properties in any location where the same are screened from view of any adjacent Association road~~street~~.

Yes No

4.10. Clotheslines. Exterior clotheslines or other outside clothes drying or airing facility may be erected or maintained on the properties in any location where the same are screened from view of any adjacent Association road.

Current 4.11. Major Appliances. No major appliances, ~~such as including without limitation~~ clothes washers, clothes dryers, refrigerators, or freezers may be kept, stored, or operated on any balcony, patio, porch, or other exterior area of any ~~Structure or~~ Improvement, with the exception of outdoor kitchens which utilize products that are solely manufactured for outdoor use.

Yes No

4.11. Major Appliances. No major appliances, such as clothes washers, clothes dryers, refrigerators, or freezers may be kept, stored, or operated on any balcony, patio, porch, or other exterior area of any Improvement, with the exception of outdoor kitchens which utilize products that are solely manufactured for outdoor use.

Current 4.12. Drainage. Subject to the provisions of paragraph 4.20 hereof, no Owner shall do any act or construct any improvement which would alter the natural or established drainage systems or patterns within the Project without the approval of the Committee.

NO PROPOSED CHANGES TO 4.12.

Current 4.13. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sightlines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines. The provisions of this paragraph shall not supersede any more restrictive requirement of any local or state agency.

NO PROPOSED CHANGES TO 4.13.

Current 4.14. Nuisances, Offensive Activities. No noxious, illegal, or seriously offensive activities shall be carried on within any Lot, or in any other part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to, or which may in any way interfere with the quiet enjoyment of, each Owner's Lot, or which shall in any way increase the rate of insurance for any other Lot (or Owner).

NO PROPOSED CHANGES TO 4.14.

Current

4.15. Temporary Structures Used as Residences. Structures which are temporary in character, ~~such as including, without limitation, any trailer, tent, or shack, garage, barn or other out building,~~ shall not be used as a Residence on any Lot at any time; provided, however, that an owner reserves the right to maintain temporary buildings, structures, and vehicles on the property in connection with the renovation or reconstruction of a Residence~~(a) Declarant reserves the right to construct and maintain temporary buildings, structures and vehicles on the Property in connection with the construction and administration of initial Improvements; and (b) this subsection shall not be construed or interpreted to prohibit the erection or construction of structures permitted pursuant to Section 714.5 of the Civil Code of the State of California.~~

Yes No

4.15. Temporary Structures Used as Residences. Structures which are temporary in character, such as any trailer, tent, or shack, shall not be used as a Residence on any Lot at any time; provided, however, that an owner reserves the right to maintain temporary buildings, structures, and vehicles on the property in connection with the renovation or reconstruction of a Residence.

Current

4.16. Compliance with Declaration. Each Owner, contract purchaser, lessee, tenant, guest, invitee or other occupant of a Lot shall comply with the provisions of this Declaration.

NO PROPOSED CHANGES TO 4.16.

Current

4.17. Fences. ~~Except in the case of dog runs or similar Structures not to exceed four-hundred (400) square feet each and two (2) per Lot and at least one-hundred (100) feet from Association roads, B~~barrier perimeter fencing on each Lot, such as cyclone, chain link and others similar fencing, is prohibited. ~~Additionally, no such fencing shall be installed within fifty (50) feet of non-building set backs (as noted on the Map) that would inhibit free movement of wildlife.~~The design, location and appearance of Association-road-facing fencing shall be submitted to the Committee for approval prior to construction. Fencing shall be of quality workmanship and the materials used shall be comparable to other Improvements that are proposed or existing on the Project. All Improvements, including fencing, shall not interfere with or otherwise impair the scenic view of other portions of the Project. T-bar metal fence posts are prohibited in any Association-road-facing application within the Project.

Yes No

4.17. Fences. Except in the case of dog runs or similar Structures not to exceed four-hundred (400) square feet each and two (2) per Lot and at least one-hundred (100) feet from Association roads, barrier perimeter fencing on each Lot, such as

cyclone, chain link, and other similar fencing, is prohibited. The design, location, and appearance of Association-road-facing fencing shall be submitted to the Committee for approval prior to construction. Fencing shall be of quality workmanship and the materials used shall be comparable to other Improvements that are proposed or existing on the Project. All Improvements, including fencing, shall not interfere with or otherwise impair the scenic view of other portions of the Project. T-bar metal fence posts are prohibited in any Association-road-facing application within the Project.

Current

4.18. Trees. Existing native oak trees six inches (6") diameter at breast height (DBH) shall be retained where ever possible. Trees six inches (6") DBH to less than twenty inches (20") DBH located in an area of moderate grading (up to 3 feet of cut or fill) shall only be removed if an arborist, retained by the Declarant or Owner, determines it is impractical to preserve the tree(s) with retaining walls or other construction features. The arborist's recommendations shall be noted on a plan signed by the arborist with a copy provided to the Planning Director of the County. Trees twenty inches (20") DBH or greater shall not be removed unless: (a) topographic constraints make alternative infeasible; or (b) the Planning Director of the County concurs that no feasible alternative exists. These restrictions shall not apply to trees planted by the homeowner.

Yes No

4.18. Trees. Existing native oak trees six inches (6") diameter at breast height (DBH) shall be retained where ever possible. Trees six inches (6") DBH to less than twenty inches (20") DBH located in an area of moderate grading (up to 3 feet of cut or fill) shall only be removed if an arborist, retained by the Owner, determines it is impractical to preserve the tree(s) with retaining walls or other construction features. The arborist's recommendations shall be noted on a plan signed by the arborist with a copy provided to the Planning Director of the County. Trees twenty inches (20") DBH or greater shall not be removed unless: (a) topographic constraints make alternative infeasible; or (b) the Planning Director of the County concurs that no feasible alternative exists. These restrictions shall not apply to trees planted by the homeowner.

Current

4.19. Burning. If burning activities are to occur ~~during the construction of Improvements~~ on the Project, the one conducting the burning shall obtain the necessary burning permits ~~and air pollution permits from the California Department of Forestry and air pollution permits from the County~~ prior to said burning activities. Burning is discouraged; please consider disposal through other means such as chipping, shredding, or "green waste" disposal.

Yes No

4.19. Burning. If burning activities are to occur on the Project, the one conducting the burning shall obtain any necessary burning permits and air pollution permits prior to said burning activities. Burning is discouraged; please consider disposal through other means such as chipping, shredding, or "green waste" disposal.

Current

4.20. Wetland Areas, Setback Area Non-Development. Those areas noted on the Map as "Wetland Areas" and the associated "50' Non-Building Setback Area" are not to be developed, landscaped or disturbed but are to be left in their natural state, undisturbed. Wetland consultants responsible for the review and design of Shadow Hawk's wetland areas have provided the following suggestions about acceptable uses: "1) Fencing can be constructed across wetland areas as long as it is open fencing that will allow wildlife passage. 2) Irrigation lines can be placed across wetland areas; however, if they are buried, permit authorization from the Army Corps of Engineers is required. 3) Driving across wetlands is acceptable if the ground is dry enough not to cause rutting or other damage to the wetlands." Also, the consultants believe that planting native trees (cottonwoods, willows, and oaks) within the fifty-foot (50') buffers of the wetlands is a beneficial activity that should not be objectionable to the Army Corps of Engineers. These opinions, however, are not a substitute for consultation with the Army Corps of Engineers prior to any activities in wetlands setback areas, and Owners, their tenants, invitees, and contractors undertake any activities in wetland areas at their own risk.

Yes No

4.20. Wetland Areas; Setback Area Non-Development. Those areas noted on the Map as "Wetland Areas" and the associated "50' Non-Building Setback Area" are not to be developed, landscaped, or disturbed, but are to be left in their natural state, undisturbed. Wetland consultants responsible for the review and design of Shadow Hawk's wetland areas have provided the following suggestions about acceptable uses: "1) Fencing can be constructed across wetland areas as long as it is open fencing that will allow wildlife passage. 2) Irrigation lines can be placed across wetland areas; however, if they are buried, permit authorization from the Army Corps of Engineers is required. 3) Driving across wetlands is acceptable if the ground is dry enough not to cause rutting or other damage to the wetlands." Also, the consultants believe that **planting native trees (cottonwoods, willows, and oaks) within the fifty-foot (50') buffers of the wetlands is a beneficial activity that should not be objectionable to the Army Corps of Engineers. These opinions, however, are not a substitute for consultation with the Army Corps of Engineers prior to any activities in wetlands setback areas, and Owners, their tenants, invitees, and contractors undertake any activities in wetland areas at their own risk.**

Current

4.21. Permanent Non-Development Area (Archeologically sensitive Area). The Project area designated in Exhibit "A" as "Parcel 2" (also known and referred to as the "Archeologically sensitive Area") and a 50 feet buffer area adjacent thereto (herein collectively referred to as the Permanent Non-Development Area (Archeologically sensitive Area) are not to be developed, landscaped or disturbed but are to be left in their natural state, undisturbed. If, in the future, annexable property is annexed into the Project, and if such annexable property includes property surrounding the above-described Permanent Non-Development Area (Archeologically sensitive Area), the legal description of the above-described Permanent Non-Development Area (Archeologically Sensitive Area) as shown in Exhibit "A" hereto shall be superseded by the map and

associated property descriptions of annexable property which shall accurately depict the location of the above described Permanent Non-Development Area (Archeologically sensitive Area).

NO PROPOSED CHANGES TO 4.21.

Current 4.22. Temporary Non-Development Area. The Project Area designated in Exhibit "A" as Lot 14, and "Parcel 3" together with a 50 feet buffer area adjacent thereto (all of which are herein collectively referred to as the Temporary Non-Development Area) are not to be developed, landscaped or disturbed but are to be left in their natural state, undisturbed. Upon issuance of a letter signed by the El Dorado County Planning Department to the ~~Declarant or the~~ Association, referencing the restriction set forth in this paragraph 4.22, and stating that this restriction is no longer necessary or words to that effect, then, without further notice or documentation being required, the restriction contained in this paragraph 4.22 shall immediately become null and void, and shall be of no more force or effect.

Yes No

(THIS CHANGE REMOVES THE DECLARANT, LATROBE PROPERTIES, FROM THIS SECTION)

4.22. Temporary Non-Development Area. The Project Area designated in Exhibit "A" as Lot 14, and "Parcel 3" together with a 50 feet buffer area adjacent thereto (all of which are herein collectively referred to as the Temporary Non-Development Area) are not to be developed, landscaped or disturbed but are to be left in their natural state, undisturbed. Upon issuance of a letter signed by the El Dorado County Planning Department to the Association, referencing the restriction set forth in this paragraph 4.22, and stating that this restriction is no longer necessary or words to that effect, then, without further notice or documentation being required, the restriction contained in this paragraph 4.22 shall immediately become null and void, and shall be of no more force or effect.

Current 4.23. Elderberry Beetle Buffer. All elderberry bushes shall be avoided in accordance with the U.S. Fish and Wildlife Service's Mitigation Guidelines for the Valley Elderberry Longhorn Beetle, which mitigation guidelines are attached to this Declaration as Exhibit "C." All Owners, their tenants, guests and invitees shall avoid and not impact the elderberry bushes and, further, shall maintain a perpetual buffer zone of 100-feet from all elderberry bushes on the Project, as "buffer avoidance area" is defined and described in Exhibit "C."

NO PROPOSED CHANGES TO 4.23.