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TITLE OF DOCUMENT

Declaration of Covenants
Conditions and Restrictions

DNOH
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LOS LAGOS UNIT NO. 5 HOMEOWNERS ASSOCIATION

THIS DECLARATION is made on the date hereinafter set forth by Placer Construction Company, Inc., a California Corporation, hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of that certain property in the unincorporated area of Loomis, County of Placer, State of California, known as LOS LAGOS UNIT NO. 5, Tract 863, as shown on the Subdivision Map recorded on 9-26-09 in the Office of the Placer County Recorder in Book W of Maps at Page 64 (the "Property"); and

WHEREAS, Declarant has established a master plan, set forth in this Declaration, for the subdivision, improvement, and development of the Property, and each and every Lot and parcel on the Property, and desires to achieve harmonious and uniform development of the real property in accordance with the plan;

NOW THEREFORE, Declarant declares that the Property particularly described above, and each and every lot and parcel on it, except Lot "MM," shall initially constitute the Project. Said Property shall be held, conveyed, hypothecated, encumbered, and leased, rented, used and occupied subject to the following limitations, reservations, covenants, conditions, servitudes, liens and charges, all of which are declared and agreed to be in furtherance of and pursuant to a master plan for the development of the Property, and all of which are declared and agreed to be for the purpose of enhancing, maintaining and protecting the value and attractiveness of the Property. These provisions are imposed upon Declarant, the Owners and the Association and are for the benefit of all Lots and the Common Area, and shall bind the Owners and the Association. These provisions shall be a burden upon and a benefit to not only the original Owner and each Lot and the Association but also to their successors and assigns. All covenants are intended as and are declared to be covenants running with the land as well as equitable servitudes upon the land. Any additional property annexed to the above-referred Property shall likewise be subject to this Declaration to the full and complete extent as if said annexed property were originally subject to this Declaration.

ARTICLE I. DEFINITIONS

1.1 "ARCHITECTURAL COMMITTEE," shall mean the Committee created pursuant to Article VI of this Declaration.

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1.2 "ARTICLES," shall mean the Articles of Incorporation of the Association; including any amendments or additions.

1.3 "ASSOCIATION," shall mean and refer to LOS LAGOS UNIT No. 5 Homeowners Association, a California Nonprofit Mutual Benefit Corporation, and its successors and assigns.

1.4 "ASSOCIATION RULES," shall mean the rules and regulations governing the use and enjoyment of the Common Area adopted by the Board from time to time.

1.5 "BOARD," shall mean the board of Directors of the LOS LAGOS UNIT No. 5 Home Owners Association.

1.6 "BYLAWS," shall mean the Bylaws of the LOS LAGOS UNIT No. 5 Home Owners Association which are or shall be adopted by the Board, including any amendments or additions.

1.7 "COMMON AREA," shall mean all real property owned or to be owned by the Association for the common use and enjoyment of the Owners.

1.8 "COUNTY," shall mean the County of Placer, California, the county in which the Project is located.

1.9 "CUMULATIVE VOTING," shall mean a voter has a total number of votes equal to the number of people to be elected, times the number of votes to which he is entitled by virtue of Lot ownership. Applies only to the election of Board of Directors.

1.10 "DECLARANT," shall mean and refer to Placer Construction Company, Inc., a California Corporation, and its successors and assigns if such successors or assigns shall acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development, and Declarant has expressly transferred or assigned to such successors or assigns its rights and duties as Declarant to a portion or all of the Project.

1.11 "DECLARATION," shall mean this Declaration of Covenants, Conditions and Restrictions, together with any amendments or additions.

1.12 "DEVELOPMENT AGREEMENT," shall mean the agreement entered into between the assignor of Declarant and the County of Placer recorded on September 13, 1983, in the Office of the Placer County Recorder in Volume 2621 pages 188-216.

1.13 "DWELLING," shall mean any permanent improvement suitable for human occupancy.

1.14 "LOT," shall mean and refer to Lots 1 through 17 as shown on the recorded Subdivision Map of the Project .

1.15 "MEMBER," shall mean every person or entity who is a Member in the Association pursuant to Section 4.2.

1.16 "MORTGAGE," shall mean any security device encumbering all or a portion of a Lot and shall include a deed of trust and a mortgage in the conventional usage.

1.17 "MORTGAGEE," shall mean and include a beneficiary or holder of a deed of trust as well as a mortgage.

1.18 "OWNER," shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.19 "PROJECT" or "DEVELOPMENT," shall mean the Property herein defined and any additional property when and if annexed, that is to be developed or improved, together with all improvements thereon.

1.20 "PROPERTY," shall mean and refer to that certain real property hereinbefore described as Los Lagos Unit No. 5.

1.21 "RULES," shall mean those rules adopted by the Association or its Board, including any amendments or additions.

1.22 "SETBACK," means the minimum distance between the residence or other structure referred to and a given street or lot line.

1.23 "SUBDIVISION MAP," shall mean the recorded map for the Property described in the Recitals.

ARTICLE II. COMMON AREA

2.1 "Common Area Ownership." The Common Area shall be conveyed to and owned by the Association and the Association shall be obligated to accept the conveyance of the Common Area transferred to it pursuant to this section. The Common Area of each Phase shall be transferred to the Association prior to or concurrently with the transfer of title by Declarant of the first Lot in the Project to an Owner. Said Common Area may be increased or decreased, at the discretion of the Declarant, for the following reasons: actual lot configurations, location of a maintenance yard, establishment of streets and lakes and/or landscaping requirements. However, in no case will the common area contain less than sixteen (16) acres of open space.

Declarant reserves the right to establish and/or grant over and across said Common Area such easements and rights of way on, over, under or across all or any part thereof as may be reserved to Declarant or granted to any Owner for use of and access, ingress and egress to and from any Lot and the Common Area or for the benefit of any governmental agency or any other political subdivision or public organization or any public utility entity. In particular, the ownership of the Common Area shall be subject to any dedication stated in the Subdivision Map of an easement for public use for installation, maintenance and operation of public utilities over all of the Common Areas and for private use for installation, maintenance and operation of private roads over all of the Common Areas. The County furthermore is granted an easement across the Common Area for ingress and egress for use by the emergency vehicles of the County.

2.2 "Common Area: Permitted Uses, Construction and Alteration of Improvements." The Common Area shall be held, maintained and used to meet the common interest of the members of the Association, their tenants and guests as provided by the Declaration.

2.3 "Types of Common Area." The Project provides for various types of Common Areas as later described:

2.3.1 "Private Roads." Those areas shown on the Subdivision Map as private roadways shall be owned and operated by the Association to provide ingress and egress to the various Lots and areas within the Project. Declarant, its successors and

assigns reserve to them and their invitees the non-exclusive right to ingress and egress over and on said roads.

2.3.2 "Open Space Area." Those areas shown on the Subdivision Map as "Common Area Open Space" are established for specific open space uses such as walking and jogging trails, riding, hiking trails, rest areas, and natural environment. Such areas shall be used for the activity for which they are so designated. Such other activities such as use of off-road or on-road vehicles, mining, lumbering, dumping of waste, grazing of livestock , shall be prohibited. Only the building by Declarant or the Association of structures and fences necessary to permitted activity shall be allowed in such Open Space Areas.

2.3.3 "Additional Type of Common Area." Additional phases annexed to the Project may provide additional types of Common Area at which time such area will be defined by a Supplemental Declaration. In addition, new Phases may provide additional uses to specified Common Areas compatible with the definitions above.

2.4 "Limitations on Construction." No person other than the Declarant, its successors and assigns, or Association or its duly authorized agents shall construct, reconstruct, refinish, alter or maintain any improvement upon, or shall make or create any excavation or fill upon or shall destroy or remove any tree, shrub or other vegetation upon any Common Area. Any structures located within the Common Areas, Common Area Open Space, the Rocklin Road right-of-way, or any other area outside the residential lots shall be subject to the design review approval of the Los Lagos Unit No. 5 Homeowners Association and Placer County. "Structures," as used herein, shall mean building, enclosures, fences, shelters, cabanas, bridges, barriers, gateways, and other similar appurtenances, which may affect the Project aesthetics.

2.5 "Damage or Destruction of Common Area." In the event of any damage or destruction to the Common Area or any of the improvements or facilities located thereon, the Association shall, utilizing all then available insurance proceeds, immediately undertake to repair and reconstruct any such damage or destruction substantially in accordance with the original design or standard of construction of the damaged or destroyed Common Area, improvements or facility. The Association shall utilize all available insurance proceeds to accomplish such repair or reconstruction. However, in the event that the vote or written assent of the members sufficient to amend this Declaration, as provided for in Section 14.2, is obtained not to reconstruct and repair such damaged or destroyed improvements or facilities, the insurance proceeds shall be used for general Association purposes and such facilities or improvements will not be repaired or reconstructed.

In the event the insurance proceeds are insufficient to cover all of the costs for such repair of reconstructions, the Board may elect to levy a special reconstruction assessment pursuant to Section 5.3 to reconstruct the destroyed or damaged facilities in accordance with recommendations of a report of the Board. Any such additional special reconstruction assessment shall be levied equally as to each Lot and be a lien on the Lot against which said assessment is levied and enforced pursuant to the terms of Section 5.8.

ARTICLE III. PROPERTY RIGHTS

3.1 "Owners' Nonexclusive Easements; Association Rights." Every Owner has a nonexclusive easement of use, enjoyment, ingress, egress and support in, to and throughout the Common Area and any improvements or facilities on these areas. However, such nonexclusive easements shall be subordinate to, and shall not interfere with, exclusive easements over the Restricted Common Area, if any.

Each such nonexclusive easement shall be appurtenant to the respective Lot and shall pass with the title to the Lot. Nonexclusive easements shall be subject to the following rights and restrictions:

3.1.1 The right of the Association to limit the number of guests, and to adopt to adopt and to enforce the Association Rules.

3.1.2 The right of the Association to borrow money to improve, repair or maintain the Common Area.

3.1.3 The right of the Association to assign, rent, license or otherwise designate and control use of any unassigned parking and storage spaces within, and any recreational facility situated upon, the Common Area, and the charge reasonable fees for admission and use.

3.1.4 The right of the Association to suspend the right of an Owner to use any recreational or other facility in the Common Area as provided in the Association Bylaws.

3.1.5 The right of the Association to adopt and enforce Association rules concerning the control and use of any private entrance, streets, roadways and paving areas located upon or across the Common Area, including the right to regulate the kind of vehicles and their speed and the parking of vehicles upon such private streets and roadways. Declarant or the Association is authorized to delegate to a municipality or other governmental entity or to contract with any private security patrol company to exercise its authorized rights in connection with such private streets, roadways and parking areas.

3.2 "Reciprocal Appurtenant Easements."

3.2.1 "Riding Easements and Hiking Trails." There are hereby created appurtenant easements for the use and benefit of all Lots, Lot Owners and the Association, as dominant tenements, on, over and across the Lots burdened thereby, as servient tenements. The Common Area Multi-Purpose Trail Easement (MPTE), as shown on the Subdivision Map, for non-motorized public use is established as such by Declarant. All maintenance and repair of such Common Area MPTE shall be undertaken by the County. No Lot Owner shall landscape or otherwise undertake any activity, which interferes with the use and enjoyment of such Common Area MPTE. Such Common Area MPTE may be used for non-motorized access by Lot Owners, their guests and

tenants, but shall not be used for any motor vehicles other than Association or public agency maintenance equipment.

3.3 "Subject to Subdivision." Each Lot and its Owner and the Association, as the case may be, is declared to be subject to all easements, dedications, and rights of way granted or reserved in, on, over and under the Property and each Lot as shown on the Subdivision Map.

3.4 "Right of Association to Transfer." The Association shall have the right to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded. No dedication or transfer shall be made which will substantially impair the ingress or egress to any individual lot.

3.5 "Delegation of Use." An Owner may delegate his right to enjoyment of the Common Areas for the members of his family, his tenants, contract purchasers who reside on the Property or guests, subject, however, to the provisions of this Declaration, the Articles, Bylaws and Association Rules.

3.6 "Association Easements for Maintenance, Repair and Enforcement." The property and building sites on the Property are subject to such easements and rights of way for erecting, constructing, maintaining and operating private and public sewers, wires and conduit for lighting, heating, power, telephone, television, communication and every other method of conducting and performing any public or quasi-public utility service or function beneath the surface of the ground as such easements and rights of way are more particularly set forth on the plot map for the Property or as may hereafter be located and utilized by Declarant.

The Association shall have an easement across every Lot within the Property for the limited purposes of maintaining and repairing service and underground utility lines owned by the Owners of the various Lots and for entry into and improvement constructed upon the Lot and for admittance of such authorized persons as are reasonably necessary in the event of an emergency.

The Association shall have the power and authority at any time, and from time to time, without liability from the Owner to enter upon the Lots for the purpose of enforcing any and all the provisions of this Declaration and Association Bylaws and Rules.

3.7 "Utility Maintenance and Repair of Easements." Whenever sanitary sewer house connections or water house connections or electricity, gas, telephone, television, or communication lines or facilities, or any portion thereof lie in or upon Lots owned by other than the Owner of a Lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefore to enter

upon the Lots or to have utility companies enter upon the Lots within the property in or upon which said connections, lines or facilities or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

Wherever sanitary sewer house connections, and/or water house connections or electricity, gas, television, telephone, or communication lines serve more than one Lot, the owner of each Lot served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot.

All utility companies having easements on the Property covered by this Declaration shall have easements for cleaning, repairing, replacing and otherwise maintaining or causing to be maintained service in all underground utility lines, including, when reasonably necessary, the entry into an improvement constructed upon a Lot for uncovering any such lines; providing, however, that such utility company shall be obligated to restore the improvement to substantially its former condition.

3.8 "Water Rights." No Owner of any Lot shall have any title, right or interest in ponds, streams or natural water ways, to the water therein, to the use or condition thereof, nor any riparian right incident or appurtenant thereto. No person or Lot, including the Association, shall acquire or be divested of title to any land in the Project by accretion, restriction, submergence or changing water levels.

3.9 "Ownership of Annexed Property." Any portion of the Project added thereto by annexation shall be divided into Residential Area and Common Area. All that property designated as Residential Area shall be subject to all the covenants, conditions and restrictions on the use and ownership thereof contained in this Declaration and in any supplemental declaration of annexation applicable thereto. All that portion of the annexed property designated as Common Area shall be conveyed to, and automatically accepted by and owned by the Association subject to the provisions of Section 2.1 hereinbefore. Such conveyance, acceptance and ownership shall occur prior to or concurrently with the transfer of title in the first Lot contained in the annexed property to a purchaser. Common Area contained in the annexed property shall be conveyed to the Association on the same terms and conditions and subject only to those liens, restrictions and encumbrances as are provided in this Declaration; provided, however, that said Common Area shall also be subject to the Declaration of Annexation pertaining thereto.

ARTICLE IV. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

4.1 "Association." LOS LAGOS UNIT NO. 5 HOMEOWNERS ASSOCIATION, INC. is a Nonprofit Mutual Benefit Corporation charged with the duties and empowered with the rights set forth in this Declaration, its Articles of Incorporation and bylaws. The affairs of the Association shall be governed by this Declaration, and the Articles and Bylaws of the Association.

4.2 "Membership." Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to assessment. Any transfer of title to the interest

shall automatically transfer the appurtenant membership in the Association to the new Owner.

4.3 "Voting Classes." The Association shall have two (2) classes of voting membership:

4.3.1 Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they, among themselves, determined but in no event shall more than one (1) vote be cast with respect to any one (1) Lot. Declarant shall become a Class A member upon the happening of the events specified below.

4.3.2 Class B members shall be the Declarant and he shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease forever and be converted to Class A membership on the happening of any of the following events, whichever occurs earliest: (1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or (2) Not later than the fourth anniversary of the original issuance of the initial public report for the Project.

4.4 "Special Voting Requirements." For any action which is required by law to be approved by a vote of members other than Declarant, (with the exception of a provision to enforce a bonded obligation) the following voting requirements will apply:

4.4.1 The vote or written assent of a bare majority of the Class B voting power as well as the vote of a prescribed percentage of the Class a voting power.

4.4.2 After the conversion of Class B to Class A membership, the vote or written assent of a bare majority of the total voting power of the Association, as well as the vote of a prescribed majority of the total voting power of members other than the Declarant.

4.5 "Vesting of Voting Rights." Each Owner's voting rights in the Association shall become vested only after assessments against the Owner's subdivision interest have been levied by the Association.

4.6 "Rules." The Association may, from time to time, and subject to the provisions of this Declaration, adopt, amend and repeat rules to be known as the "Association Rules" governing, among other things, the use of the Common Area, collection and disposal of refuse and minimum standards of maintenance.

4.7 "Enforcement." The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction

herein contained shall in no event be deemed a waiver of the right to do so hereafter. The Association shall further have the right to discipline members for violations of this Declaration, Bylaws or Association Rules.

ARTICLE V. FUNDS AND ASSESSMENTS

5.1 "Creation of Obligation and Lien." The Declarant, for each Lot owned within the Property, hereby covenants and each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant to pay to the Association: Annual assessments or charges, and special assessments for capital improvements and reconstruction. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien on the property against which each such assessment is made. Each such assessment, together with any late charge, interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

5.2 "Purpose and Use of Assessments." The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and the Property and for the improvement and maintenance of the Common Area.

5.3 The Association shall maintain an operating fund into which the Board shall deposit all funds paid to the Association as annual and special assessments. Said funds shall be held in trust by the Association for the use and benefit of the Association, as hereinabove indicated."Annual Assessments." Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for Lots 2 through 16 shall be TWO THOUSAND FOUR HUNDRED DOLLARS ($2,400.00) per Lot [or TWO HUNDRED DOLLARS ($200.00) per month per Lot], and the maximum annual assessment for Lots 1 and 17 shall be ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00) per Lot [or ONE HUNDRED DOLLARS ($100.00) per month per Lot.

5.3.1 From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the Board may increase the annual assessment no more than twenty percent (20%) above the maximum annual assessment for the previous year, unless a vote or written assent of a majority of the voting power of the Association residing in Members other than the Declarant has been obtained.

5.4 "Special Assessments."

5.4.1 In addition to the annual assessments authorized above, the Board may levy, "in any assessment year, special assessments applicable to that year if the

Association's funds are or will be inadequate for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area.

The Board shall not, without the vote or written assent of a majority of the voting power of the Association residing in Members other than the Declarant, levy special assessments to defray the cost of any action or undertaking of the Association which, in the aggregate, exceed five percent (5%) of the budgeted gross expenses for the Association for that fiscal year.

Except as provided in Section 5.4.2, every special assessment shall be levied upon the same basis as that prescribed for the levying of annual assessments.

5.4.2 After compliance with the due process requirements in the Bylaws, the Board may impose a monetary penalty and levy a special assessment against a particular Lot to reimburse the Association for costs incurred in repairing damage to the Common Area, or any improvements or personal property located thereon, for which the owner was allegedly responsible, or in bringing the owner or the Owner's Lot into compliance with this Declaration, the Articles, or Bylaws; provided, however, this special assessment may not become a lien against the Owner's Lot that is enforceable by a power of sale under California Civil Code Sections 2924, 2924b and 2924c, or successor sections.

5.4.3 The Board may also levy late charges and interest on any delinquent assessments, pursuant to the provisions of Section 5.8 herein.

5.4.4 "Notice and Quorum for Assessment Increase." Any actions by Members of the Association, required under Subsections 5.3.1 and 5.4.1, shall be taken at a meeting called for that purpose, written notice of which shall be sent to all Members not less than ten (10) days nor more than forty-five (45) days in advance of the meeting. Notice shall be given in the manner prescribed for special meetings in the Bylaws. At the first such meeting called, the presence of Members or proxies entitle to cast fifty percent (50%) of the total voting power of the Association shall constitute a quorum. If the required quorum is not present, the meeting may be adjourned to a subsequent time and place by majority of the votes represented either in person or by proxy. The subsequent such meeting shall be subject to the same notice requirement specified in this Declaration and the Bylaws for Special Meetings, and the required quorum at such subsequent meeting shall be at least twenty-five percent (25%) of the total voting power of the Association.

5.5 "Rate of Assessment." Both annual and special assessments must be fixed at a uniform rate for all Lots, however, Lot 1 and Lot 17 shall not be assessed for costs associated with the private streets, entry gate, entry landscaping, and their appurtenances. This provision of this Declaration does not apply to special assessments levied by the Association for expenses incurred in bringing a Member and his Lot interest into compliance with the provisions of the governing instruments for the Association.

5.6 "Annual Assessments: Due Dates." The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the closing of the first sale of a Lot by Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment succeeding the initial annual assessment referred to in Section 5.3, not less than forty-five (45) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association stating whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

5.7 "Non-Payment of Assessments: Remedies of the Association." Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum, but not greater than the maximum rate of interest allowed by law. In addition, the Association may levy a late charge against the Lot Owner for the delinquent payment of any annual or special assessment. An assessment is delinquent thirty (30) days after its due date, and the late charges shall accrue from the first day following the due date. The amount of the late charge shall be set by the Association and shall not exceed the rate set forth in Section 1725 of the California Civil Code or successor section. No late charge may be imposed more than once for the delinquency of the same payment. However, the imposition of a late charge on any delinquent payment shall not eliminate or supercede charges made on the prior delinquent payments. The Association may bring an action at law against any owner who is personally obligated to pay the above-related charges, or foreclose the lien property without judicial action in accordance with Sections 2924 through 2924(h) of the California Civil Code, or successor section. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

5.8 "Subordination of the Lien to Mortgages." The lien for any assessments provided for herein shall be subordinate to the lien of any first Mortgage against any Owner's Lot or Lots. Transfer of title to a Lot as the result of an exercise of a power of sale, or of a judicial foreclosure involving a default under a first Mortgage shall extinguish the lien of assessments which was due and payable prior to the transfer of title to the Lot. However, the transfer of title to a Lot as the result of a judicial foreclosure or exercise of a power of sale shall not relieve the new Owner, whether it be the former beneficiary of the first Mortgage or another person, from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE VI. ARCHITECTURAL COMMITTEE

6.1 "Purpose." The purpose of the Architectural Committee ("Committee") will be to control structural, exterior and landscaping architecture and design within the

Project. The Committee shall enforce restrictions by review of plans and specifications for proposed improvements subcommittee for approval and by the inspection of actual construction and progress to confirm that the construction conforms with the plans and specifications as approved. It will not be the purpose ofthe Committee or Declarant to deprive the individual owner of a Dwelling of unique design or quality, but to protect the Association as a whole against nonconforming designs or construction of less than first quality. In this connection, in the case of hardship or other good reason, exceptions to any of the architectural restrictions contained in this Declaration may be made by the Committee at any time or through appeal to the Board after proper application to the Committee in writing.

6.2 "Architectural Committee Members, Organization And Term." The Committee shall consist of not less than three (3) nor more than five (5) persons to be appointed as follows:

6.2.1 Declarant shall appoint all the original members of the Committee and all replacements until the first anniversary of the issuance of the final public report for the Project. After such anniversary date, the Board shall have the power to appoint one (1) member to the Committee until ninety percent (90%) of all Lots have been sold, or until the fifth (5th) anniversary of the date of the issuance of the final public report, whichever occurs first. Thereafter, the Board shall have the power to appoint all of the members of the Committee Members appointed by the Board shall be members of the Association or persons engaged in professions that merit their service for compensation. Members appointed by Declarant need not be Members of the Association.

6.2.2 Members of the Committee, other than those to be appointed by the Declarant, shall be appointed to the Committee by vote of the Board in the manner provided in the Bylaws.

6.2.3 Terms of each member of the Committee shall be for a period of two (2) years, unless earlier terminated in the manner provided in the Bylaws. Those persons appointed by Declarant may be removed by Declarant at any time.

6.3 "Design Review Applications." Any construction or reconstruction of, or the refinish or alteration of any part of the exterior of, any improvement upon any Lot is absolutely prohibited until and unless the Owner of such Lot first obtains the approval therefore from the Committee and otherwise complies with all of the provisions of this Declaration. The Association may remove any improvement constructed, reconstructed, refinished, altered or maintained in violation of this section and the owner thereof shall reimburse the Association for all expenses incurred in connection therewith pursuant to Subsection 5.4.2 of this Declaration. Any Owner proposing to construct, reconstruct, refinish or alter any part of the exterior of or any improvement on or within his Lot, or to perform any work which under this section requires the prior approval of the Committee shall apply to the Committee for approval as follows:

6.3.1 "Conformance with Development Notebook." Building plans shall comply with the architectural guidelines provided in the Development Notebook for Los Lagos Unit No. 5.

6.3.2 "Submission of Preliminary Plans." The owner of each Lot upon which construction is contemplated shall submit to the Committee a set of preliminary working drawings or plans which consist of: a plat plan, floor plan and elevation. Upon review, the Committee may request additional drawings for clarification.

6.3.3 "Submission of Final Plans and Specifications." Upon approval of the preliminary plans, two (2) sets of final plans and specifications shall be submitted to the Committee for its final approval. Such plans and specifications shall describe in detail the floor plan arrangement, elevations, structural solutions, use of material, heights and dimension, site placement, fences, grading, drainage plans, access, landscape and patio plans and any other pertinent data as may be required to fully illustrate the intended design, construction and use. Physical samples of exterior materials and color shall be submitted for approval. Before giving any such final approval, the Committee may require that said plans and specifications comply with any requirements that the Committee may impose as to structural features, types of building materials used, and characteristics not otherwise expressly covered by the provisions herein.

Final approval by the Committee shall not relieve the Owner from complying with any requirements of any public authority having jurisdiction and shall not constitute any representations or guarantee by the Committee or any member of the Committee or Declarant as to the structural sufficiency of any construction. However, every Owner must obtain approval by the Committee prior to the submission of the plans and specifications to any public authority whose approval also must be obtained. Approval of the Committee of any plans or specifications, shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans and specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for any other building sites.

6.3.4 "Inspection and Conformance to Plans." During and after completion of construction, any member of the Committee or any agent of the Committee may from time to time at reasonable times upon reasonable notice enter into and inspect any Lots, and improvements thereto subject to this Declaration as to the compliance with approved submissions. Any deviations and nonformity shall be set forth in a notice of noncompliance issued by the Committee and shall be corrected prior to final acceptance as set forth in Subsection 6.3.8 below. The Committee or any agent or officer thereof acting in good faith shall not be deemed guilty or liable for any manner of trespass for such entry of inspection.

6.3.5 "Form of Approval." All approvals by the Committee shall be in writing and may be conditioned upon the submission by the Owner or the Owner's architect, if any, of such additional plans and specifications as the Committee shall deem

appropriate for the purpose of insuring that the construction of the proposed improvement shall be in accordance with the approved plans. However, plans, drawings and specifications which have neither been approved nor rejected within sixty (60) days from the acknowledged date of submission to the Committee shall be deemed approved. One set of plans as finally approved shall be retained and maintained by the Committee as a permanent record.

6.3.6 "Proceeding with Work." Upon receipt of approval from the Committee, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations pursuant to said approval, said commencement to be, in all cases, within one (1) year from the date of such approval. If the Owner shall fail to comply with this subsection, any approval given pursuant to subsection 6.3.4 above, shall be deemed revoked unless the Committee, upon written request of the Owner made prior to the expiration of said one-year period, extends the time for such commencement. No such extension shall be granted except upon a finding by the Committee that there has been no change in the circumstances upon which the original approval was granted.

6.3.7 "Failure to Complete Work." The Owner shall in any event complete the construction, reconstruction, refinishing or alteration of any such improvement within one (1) year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or his agents. If the Owner fails to comply with this subsection, the Committee shall notify the Board of such failure, and the Board shall proceed in accordance with the provisions of subsection 6.3.7 below as though the failure to complete the improvement was a noncompliance with approved plans.

6.3.8 "Noncompliance." If the Committee finds that the construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within thirty (30) days of receipt of a notice of completion from the owner, specifying particulars of noncompliance, and shall require the Owner to remedy such noncompliance. If the Owner fails to remedy such noncompliance upon the expiration of thirty (30) days from the date of such notification, the Committee shall notify the Board in writing of such failure. The Board shall then set a date on which a hearing before the Board shall be held regarding the alleged noncompliance. The hearing date shall be not more than thirty (30) nor less than fifteen (15) days after notice of the noncompliance is given to the Board by the Committee. Notice of the hearing date shall be given at least ten (10) days in advance thereof by the Board to the Owner, to the Committee and, in the discretion of the Board, to any other interested party.

At the hearing, the Owner, the Committee, the Board and, in the Board's discretion, any other interested person may present information relevant to the question of the alleged noncompliance. After considering all such information, the Board

shall determine whether noncompliance exists and if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Board shall require the Owner to remedy or remove the noncomplying improvement within a period of not more than forty-five (45) days from the date of the Board ruling.

If the owner does not comply with the Board ruling within such period or within any extension of such period as the Board in its discretion may grant, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance and the owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a special assessment against such owner pursuant to subsection 5.4.2 of this Declaration. In addition, this Declaration shall be deemed to vest the Committee or Board with the right to bring a proceeding in equity to enforce the provisions hereof or the decision of the Board.
If for any reason the Committee fails to notify the owner of any noncompliance within thirty (30) days after receipt of said notice of completion from the owner, the Committee shall be deemed to have given final acceptance of the improvements in accordance with said approved plans.

6.3.9 "Final Acceptance." The Committee shall issue a written final acceptance of the improvements or a written notice of noncompliance within thirty (30) days after the submission by the Owner of the notice of completion. Each Owner agrees that he will not commence using the structure or structures on the Lot until final acceptance from the Committee has been obtained in writing.

6.3.10 "Liability." Neither the Committee nor any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of: (1) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (2) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; (3) the development of any property within the Project, whether or not the facts therein are correct; provided, however, that such member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting the generality of the foregoing, the Committee, or any member thereof, may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications or any other proposal submitted to the Committee.

6.3.11 "Waiver." The approval by the Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Committee under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

6.3.12 "County Requirements." The application to and the review and approval by the Committee of any proposals, plans or other submittals shall in no way be deemed to be satisfaction of or compliance with any building permit process or any other

governmental requirements, the responsibility for which shall lie solely with the respective Lot Owner.

6.4 "Meetings." The Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of a majority of the members shall constitute an act by the Committee. The Committee shall keep and maintain a record of all actions taken by it at such meeting or otherwise. The Committee and its members shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of any Committee function.

6.5 "Architectural Committee Rules." The Committee may, from time to time and in its discretion with Board approval, adopt, amend and repeal, by unanimous vote, rules and regulations to be known as "Architectural Committee Rules." Said rules shall interpret and implement the provisions hereof by setting forth the standards and procedure for Committee review and guidelines for architectural design, placement of buildings, landscaping in the Common Areas, color schemes, exterior finishes and roofing materials and similar features which are recommended for use in the project.

ARTICLE VII. ARCHITECTURAL RESTRICTIONS

7.1 "Preservation of Environmental Values." The Committee shall consider all construction pursuant to a design scheme which will preserve the natural ambience, environment and ecology of the Project for the benefit of all owners. All existing trees, rock outcropping and other such natural features of the terrain shall be taken into consideration in the design of improvements to minimize the impact of such natural setting of the Project.

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Except to the extent reasonably necessary for the construction, reconstruction or alteration of any improvement, the owner shall be prohibited from engaging in any excavation or fill, and change in the natural or existing drainage for surface or subsurface waters or from removing or destroying any living tree having a trunk measuring six (6) inches or more in diameter measured 48 inches above ground level on his Lot, until and unless the Owner of such Lot first obtains the approval therefore from the Committee as herein provided. The Association may, as the case may be, restore a Lot which has been so altered without approval of the Committee to its state existing immediately prior to such violation, remove all unauthorized power, telephone or other utility lines (wires or conduits) or replace any tree which has been improperly removed or destroyed with either a similar tree in type and size or with such other tree as the Association may deem appropriate. Pursuant to subsection 6.3.7, the Owner of such Lot shall reimburse the Association for all expenses incurred by it in performing its obligations under this section; provided, however, that with respect to the replacement of any tree the Owner shall be obligated to pay an amount to the Association equal to the expenses which would have been incurred by the Association had it elected to replace the destroyed or removed tree with a tree similar in type and size.

7.1.1 All trees that are identified to be saved that are located within 50 feet of any construction activity must be fenced at their driplines with four-foot high, brightly-colored, synthetic mesh material (or equivalent acceptable to the DRC), with a one-foot by two-foot sign attached to the fence stating, "This tree to be saved." Any encroachment into the driplines must first be approved by the DRC.

7.1.2 No solid wood fencing may be installed within 50 feed of, and parallel to, the Common Area open space along Auburn-Folsom Road. There is a 25' fencing setback along Moss Lane, except as to avoid wetland crossings.

7.1.3 All lot grading shall be limited to construction of driveways and that reasonably necessary for residential construction, landscaping, walkways and drainage. Grading is not allowed outside of the setback limits, except for the purposes of grading for front yard landscaping, drainage, driveways, and walkways. Minimal grading for these purposes is encouraged whenever possible. No concrete slab foundations are permitted on lots 2, 3, 4, 5, 11, and 17, except for garages and basements or as specifically approved in writing by the DRC.

7.2 "On-Site Construction."

7.2.1 "Setbacks." Dwellings shall be at least FIFTY (50) feet apart, with minimum setbacks from the property line(s) of fifty (50) feet in the front and twenty-five (25) feet at the sides and twenty-five (25) feet in the rear of all Lots. Corner Lots shall have front setbacks on both road frontages, one side at fifty (50) feet and one side at thirty five (35) feet. The Committee may vary, through specific exceptions for cause, these setback minimums for an individual Lot to a minimum of forty (40) feet in the front and twenty (20) feet on the side and rear. Any variance allowing minimums which are less than that stated herein shall require approval of the Committee and may in addition, require approval of the Placer County Development Review Committee.

7.2.2 "Location on Lots." The location of the structure or structures on the building site and the landscaping shall bear an overall relation to the adjacent properties as to create an aesthetically pleasing overall appearance.

7.2.3 "Lot Coverage." The Committee shall determine Lot coverage including location and footprints of all structures. The maximum building coverage of each Lot, exclusive of roof overhangs, shall be six thousand two hundred (6,200) square feet for lots smaller than 1.0 acre; 8,500 square feet for lots larger than 1.0 acre, but smaller than 2.0 acres; and 10,000 square feet for lots 2.0 acres or larger. "Building Coverage" includes decks, porches, breezeways, outbuildings and other structures, but does not include patios, walkways, pools or driveways.

7.2.4 "Fences." All fences, including the location, style, material, color, height and function thereof, shall be subject to the written approval of the Committee prior to installation. Chain link fences will be permitted only when there is sufficient landscaping to effectively screen said fence from view from any Common Area or other

Lot, and then only with the prior written approval of the Committee. Fencing located along Auburn-Folsom Road and on Lot "JJ" adjacent to Moss Lane shall be maintained by the Association. Lots adjacent to said fencing are subject to an access easement to the Association for maintenance of said fencing. A minimum 24-hour notice shall be provided prior to any work requiring such access. Fencing located within the Common Area shall be maintained by the Association. The owner will maintain and repair the other fences on his Lot or Lots. If the Owner fails or refuses to fully and faithfully comply with and conform to the provisions of this section, then Declarant or the Association shall have the right to enter upon said Lot or Lots and perform such work as may be necessary to fulfill the requirements of this section, charging the costs to the Owner pursuant to Subsection 5.4.2.

7.2.5 "Landscaping." Landscaping plans shall be submitted to the Committee with specifications. Plans must be approved in writing prior to the commencement of any work and shall include the size, type and location of all plants, materials and sprinkler systems. Permanent landscaping shall be installed around said Dwelling in the front, side and rear yard areas as required in the architectural guidelines within a reasonable time after the completion of the Dwelling. A reasonable time shall be no more than six (6) months after completion of the dwelling for the front yard and twelve (12) months after completion of the dwelling for the side and rear yard. Landscaping shall be maintained in a neat and orderly condition at all times after installation so as to present a pleasing appearance to other Owners and occupants of Lots.

7.2.6 Declarant or the Association hereby reserves the right at all times upon evidence, written or visual, of any unplanted or inadequately maintained vacant or unimproved Lot, to enter in or upon said Lot after reasonable notice to the Owner, to plant, cut or replant, trim, cut back, remove, replace and/or maintain hedges, trees, shrubs, and flowers within said Lot and/or to keep cultivated and/or remove plants on any portion of the Lot, all at the expense of the Owner. Declarant or the Association or any officer or agent of either shall not thereby be deemed guilty of any manner of trespass.

7.3 "Basic Structural Requirements."

7.3.1 "Type and Character of Design." Exterior design of all the improvements on Lots shall be compatible to the overall atmosphere of Los Lagos No. 5and approval thereof shall be in the sole discretion of the Committee. Decisions of the Committee shall be final.

7.3.2 "Colors." All exterior colors, textures and materials, including roofs, must be set forth in plans and specifications and approved in writing by the Committee prior to construction. Color samples shall be submitted with plans and specifications, which plans and specifications shall be coded or marked so as to mark where the colors will be used upon the finished dwelling. As in the case of the type and character of design, the Committee's decision as to colors shall be final.

7.3.3 "Residence Size Requirements." No residence shall be erected on any of the Lots having a total floor area of the main structure, exclusive of open porches, garages, patios, exterior stairways and landings, of less than two thousand six hundred (2,600) square feet, and in the event a residence has more than one story, the ground floor area shall have at least one thousand eight hundred (1,800) square feet.

7.3.4 "Maximum Height." The maximum height of any structure shall be thirty-six (36) feet. Any variance to this limitation granted by the Committee is subject to variance procedures of the County Zoning ordinance.

7.3.5 "New Materials New Structures Only." No secondhand materials shall be used in construction of any improvements without the prior written approval of the Committee, and all improvements shall be painted or stained with the exception of improvements constructed of brick or masonry. No improvements of any kind shall be removed from any other place to any said Lots, or from one lot to another without the prior written permission of the Committee.

7.3.6 "Garages." Each Dwelling shall have at least a three (3) car garage which may be either of an attached or detached design. No garage may face the street unless, in the discretion of the Committee, the garage cannot otherwise be reasonably situated on a particular Lot and preserve natural rock outcroppings or trees."

7.3.7 Painting." All exterior wood manufactured surfaces with the exception of brick or masonry shall be painted or stained.

7.3.8 "Roof Materials." Roofing material shall be clay, slate, fired flat tile, or concrete flat tile products. Other quality roofing material may be submitted for review by the Committee, but in no event shall composition shingles be used.

7.3.9 "Solar Devices." The requirements for architectural control shall not be construed as unreasonably restricting any solar energy and water saving devices where opportunities exist for effectuating their use consistent with overall architectural plans and purposes.

7.3.10 "Licensed Contractor." All structures shall be constructed by contractors licensed under the laws of the State of California.

7.3.11 "Basketball Standards." No basketball standards or fixed sports apparatus shall be attached to any residence or garage or be on any Lot in such a manner that such standard can be seen from the street, except as approved by the Committee.

7.3.12 "No factory-built, prefabricated, manufactured or modular houses." No residence shall be erected or constructed on any of the Lots which shall be considered to be a factory-built, precut, prefabricated or modular house or which a substantial portion of such residence is erected or constructed of components manufactured off-site.

7.3.13 Recreational outdoor lighting on Lots should be directed downward to avoid crossing property lines, subject to review of the Committee. Lighting of open space Common Areas is prohibited, except as necessary for safety and security purposes.

7.4 "Alterations, Additions, Remodeling, Redecoration of Exterior Portions of Structures." No alternations of exterior design or any color of any structure, including additions, shall be made without the prior written approval of the Committee. Materials used for any such approved alternations must be harmonized and complement the original improvements and must be approved by the Committee in writing prior to such alteration. No approval is required to repaint or restain any improvement in the same color scheme as previously used and approved.

ARTICLE VII. USES PROHIBITED AND PERMITTED

8.1 "Use of Lots." Lots will not be used, nor shall any portion thereof be used for any purpose other than one (1) single family residence; provided, however, that Lots and dwelling units owned by Declarant or its nominees may be used as models, sales office, construction offices and maintenance yards for the purpose of selling the Dwellings and the properties until all of the Lots are sold by the Declarant.

8.2 "Animals." No animals of any kind shall be raised, bred, or kept on any Lot or in the Common Area except that dogs, cats or other customary household pets in a reasonable number may be kept in residences or in properly enclosed yard structures. In no instance shall animals be kept to be bred or maintained for any commercial purpose. All dogs shall be kept on leashes while in the common Area. Any pet deemed a nuisance by the Association shall be removed from the premises.

8.3 "Garages and Vehicles." Each owner shall keep his garage in a neat and orderly condition with all storage areas enclosed. Garages shall not be used for any purpose that would prevent the owner from parking his passenger vehicles in the garage. Boats, trailers or recreational vehicles may be kept and stored inside the garage or in a secondary structure.

Except for loading and unloading, or as permitted by the Association, no vehicle shall be parked or stored in any Common Area or on the streets and driveways for periods in excess of one (1) day. Vehicles being used in the construction or repair of any of the improvements on the Property, including the Common Area, however, may be stored in said Common Areas, streets and driveways for periods reasonably necessary to complete the construction or repair. No vehicles of any type shall be permanently or semi-permanently parked in any driveway, street, or Common Area for any purpose including the repair or reconstruction of said vehicles.

8.4 "Antennas." No antennas, including but not limited to antennas used for amateur radios, television, FM radio or AM radio shall be erected or maintained upon the

outside of any building or on the Lots, except as prior approved in writing by the Committee.

8.5 "Limitations on Commercial Activities." No business of any kind whatsoever shall be established, maintained, operated, carried on, permitted or conducted on the Lots or any part thereof except for the business of Declarant, in completing the construction of residences on the Property and of disposing of the same by sale, lease or otherwise.

8.6 "Offensive Activities." No noxious or offensive activity shall be carried on, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to the other Owners in the enjoyment of their Lots, or their enjoyment of Common Areas. Without limiting the above, no Owner shall permit noise, including but not limited to the barking of dogs, which comes from his Lot which would unreasonably disturb another Owner's quiet enjoyment of his Lot or of the Common Area.

8.7 "Trash." All garbage and trash shall be placed and kept in covered containers and arrangements shall be made for at least weekly collection by the franchise holder. Except on the scheduled day for trash pickup, such containers shall be located so as to not be visible from neighboring property or the Common Areas. No portion of any Lot shall be used for the storage of building materials or other materials other than in connection with approved construction. The Association is responsible for the collection of litter from the Common Area.

8.8 "Clotheslines." No outside clotheslines or other outside clothes drying facilities shall be maintained on any Lot.

8.9 "Mailbox." All mailboxes are subject to the requirements of the United States Postal Service. if the postal service at some time allows individual mailboxes, they shall be enclosed in pillars which shall conform to the overall design of the Dwelling.

8.10 "Signs." No sign of any kind shall be displayed to the public view on or from any Lot or Common Area, without the approval of the Association, except such signs as may be used by Declarant in connection with the development of the Project and sale of Lots, and except one (1) "For Sale" sign per Lot of customary and reasonable dimensions pursuant to Section 712 of the California Civil Code, or successor section.

8.11 "No Subdivision." No Lots in this subdivision shall be further divided.

8.12 "No Structural Changes by owner." An Owner shall not make any structural changes to his Dwelling or do any improvements on his Lot without the prior written approval of the Committee.

8.13 "Common Areas." No person other than the Declarant, Association or its duly authorized agents shall construct, reconstruct, refinish, alter or maintain any

improvement upon, or shall make or create any excavation or fill upon, or shall change the natural or existing drainage of, or shall destroy or remove any tree, shrub or other vegetation from or plant any tree, shrub or other vegetation upon Common Areas.

8.14 "Insurance Hazards Created by Owner." Nothing shall be done or kept on any Lot or on any Common Area that shall increase the rate of insurance on any Common Area without the approval of the Association. No Owner shall permit anything to be done or kept on any Lot or in the Common Area which will result in cancellation of insurance on any Common Area, or which would be in violation of any law.

8.15 "Drainage." Each owner shall keep and maintain natural drainage channels, ditches, sub-drains from underground water sources and streams, swales and other drainage facilities located on his Lot unobstructed, free of accumulations of debris and in good condition and repair and shall provide for the installation of such additional culverts, ditches or other drainage facilities upon his Lot as may reasonably be required for proper drainage thereon. Drainage channels on residential lots shall be maintained by each homeowner, pursuant to County guidelines, to reduce potential or actual mosquito breeding habitat. However, such maintenance shall be subject to Sections 8.16 and 8.17 of this Agreement.

8.16 "Endangered Species Mitigation." A Valley elderberry longhorn beetle (VELB) mitigation area has been established by the Declarant in Lot "JJ," pursuant to the requirements of the federal government. The Declarant is funding the Association for the required 10-year period of the mitigation monitoring program. The Association is responsible for any corrective actions during the monitoring period.

8.17 "Lot 'JJ' and Wetland Preservation Easements." Wetland preservation easements have been provided in perpetuity on Lots 2, 3, 4, 5, and 11, as shown on the Final Map. The purpose of Lot "JJ" and the easements is to protect significant water influence areas in order to provide for the transportation and storage of floodwaters, to reduce soil erosion and sediment transport, to protect water quality, and/or to preserve and protect significant vegetation, wildlife and aquatic resources. Within the boundaries of Lot "JJ" and the boundaries of the Wetland Preservation Easement, no landscaping, or spraying of pesticides or herbicides is allowed. Trimming and other maintenance activities are only allowed of the purpose of fire prevention, elimination of diseased growth or thinning for the maintenance of natural vegetation, and only with the written consent of the Association and DRC, and the approval of the Corps of Engineers for the wetland mitigation areas or the U.S. Fish and Wildlife Service in the elderberry mitigation areas. These areas shall be left undisturbed and the following covenants, terms, conditions and restrictions shall apply to the area within these easements:

8.17.1 No building, fence, pool, patio or other structure shall be erected on the above areas.

8.17.2 There shall be no grading, excavation or placement of fill material, dredging or removal of loam, gravel, soil, rock, sand, or other material, nor building of roads nor other change in general topography of the land, excepting the maintenance of emergency access lanes.

8.17.3 There shall be no placement of any lawn clippings, ashes, oil, chemicals, or trash of any kind within said wetland preservation easements or on Lot "JJ."

8.17.4 The permanent protective fencing located alongside Lot "JJ" and said wetland preservation easements shall not be removed or altered without the express written consent of the Association and the DRC. Signs must be repaired within ten (10) working days if they are found to be damaged or destroyed. Furthermore, no structure shall be located closer than 5 feet to said permanent protective fencing.

8.18 "Construction Hours." Unless prohibited by more restrictive Association rules and guidelines, construction activities are permitted Monday through Friday, 6 A.M. to 8 P.M. and Saturday 8 A.M. to 6 P.M., unless prior approval is received from the Association and the Director of the Placer county Planning Department, based on special circumstances, such as adverse weather conditions.

8.19 "Back Flow Prevention Devices." Back flow prevention devices are required on domestic water service lines, as required by Placer County Water Agency.

8.20 "Oak Irrigation." Irrigation under the drip lines of oak trees is prohibited.

8.21 "Declarant Provided Information." The Declarant will provide each initial Lot purchaser with the following: a listing of drought tolerant plants; oak tree preservation and maintenance techniques within the publication entitled "Living Among the Oaks;" ridesharing, vanpooling, and mass transit educational material; and educational material regarding wood burning for residential heating.

ARTICLE IX. DUTIES AND OBLIGATIONS OF THE ASSOCIATION

9.1 "Common Area Maintenance." The Association shall maintain, or provide for the maintenance of all Common Areas and improvements, including, but not limited to landscaping, drainage, lighting, fences, regular sweeping/vacuuming of roads, etc.; however, the County shall be responsible for maintaining the MPTE's. The retention basins in the Project site shall be maintained by the Association in such a manner as to preclude safety hazards, water quality problems, nuisances, odors, or other public health problems; and, specifically landscaping/detention basins shall be maintained by the Association to prevent stagnation of water and excessive weed growths.

9.2 "Property Taxes and Assessments." To the extent not assessed to or paid directly by the owners, the Association shall pay all real and personal property taxes and

assessments levied upon any portion of the Common Area or other property owned by the Association.

9.3 "Insurance." The Association shall have the power and obligation to insure and to keep insured all buildings, improvements and fixtures of the Common Areas against loss or damage by fire to the full insured replacement cost. The Association may obtain insurance against such other hazards as it may deem desirable. The Association may also insure any property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of said insurance. Premiums for all of the foregoing insurance carried by the Association is a common expense included in the assessments or charges for the use of the Association. The insurance proceeds shall be used by the Board for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as hereinafter provided.

The Association shall have the power to and shall obtain comprehensive public liability insurance, in such limits as it shall deem desirable and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Lot Owner and the Association, Board and Managing Agent, if any, from any liability in connection with the Common Area.

9.4 "Replacement or Repair of Property." In the event of damage to or destruction of the property of the Association or any part thereof, the Association shall repair or replace the same from the insurance proceeds payable by reason of such damage or destruction. If any such damage or destruction was insured against and the insurance proceeds are insufficient to cover the costs to repair or for replacement of the property damaged or destroyed, the Association may make a special assessment against the Lot Owners affected in the same-proportion that their interest appears in the insurance proceeds to cover the additional costs of the repair or replacement not covered by the insurance proceeds, in addition to any other regular assessments made against such Lot Owners as part of the total budget.

9.5 "Contracting for Goods and Services." The Association shall enter into such contracts for services or materials as may be necessary to perform its duties, including contracts with Declarant, subject to any restriction of law and the Bylaws.

9.5.1 The Association shall specifically require and facilitate that solid waste is collected at all Dwellings and other facilities within the Project on at least a weekly basis.

9.6 "Condemnation of Common Area." If at any time all or any portion of any Common Area, or any interest therein, is taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the entire award in condemnation, to the extent such award is not apportioned among the owners by court judgment or by agreement between the condemning authority and each of the affected owners in the Project, shall be paid to the Association. Any such

award to the Association shall be deposited into the operating fund of the Association. The Association shall represent the interests of all owners in any proceedings relating to such condemnation to the extent such owners have any interest in the Common Area.

X. MORTGAGE PROTECTION

10.1 Liens created under Article V hereof, upon any Lot, shall be subject and subordinate to the rights of any first mortgage that encumbers all or a portion of the Project, or any Lot, made in good faith and for value. Upon the foreclosure of any such mortgage, the lien for all regular assessments, and all special assessments that have accrued up to the time of foreclosure shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser taking title to the Lot free of said lien for assessments that have accrued up to the time of the foreclosure sale. Upon the acquisition of title to the Lot, the foreclosure-purchaser shall be obligated to pay only assessments or other charges levied by the Association that become due or payable after the foreclosure-purchaser acquired title to the Lot.

10.2 No amendment to these restrictions shall affect the rights of any mortgagee under a recorded mortgage who does not join in the execution thereof.

10.3 By subordination agreement executed by the Association, the benefit of this article may be extended to mortgages not otherwise entitled.

10.4 No breach of any of the foregoing covenants and restrictions shall cause any forfeiture of title or reversion, or destroy any rights of re-entry whatsoever, but violation of any one or more of these covenants or restrictions may be adjoined or abated by the Declarant, its successors and assigns, and the Association, by action of any court of competent jurisdiction, and damages may also be awarded against such violations provided, however, any such violation shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to said property or any part thereof, but said covenants and restrictions shall be binding upon and effective against any Owner of said property or portion thereof, whose title is acquired by foreclosure, trustee sale or otherwise.

ARTICLE XI. LIMITATION ON RESTRICTION AS TO DECLARANT

11.1 "Limitation on Restrictions as to Declarant." Nothing in this Declaration shall be understood or construed to:

11.1.1 "Completion of Work." Prevent Declarant or its representatives from erecting, constructing and maintaining on any part of parts of the Property, for sale or otherwise, any improvement to which the architectural controls herein shall not apply. Declarant shall have complete architectural control and may erect the improvement that may be reasonably necessary for the conduct of its business of completing said work and

establishing said Property as a residential community, and by disposing of the Lots by sale, lease or otherwise; or

11.1.2 "Signs of Declarant," Prevent Declarant from maintaining such sign or signs on any of the Property as may be necessary for the sale, lease or disposition of the Lots.

11.2 "Creation of Easement." Declarant shall have the right at any time prior to acquisition of title by the Association to establish additional easements, reservations and rights of way to itself, its successors, and assigns by any conveyance it or they may make of said Property or said portion thereof. Declarant or the organization for whose benefit easements, reservations and rights of way have been established, shall have the right at any time to cut and remove any trees or branches or any unauthorized object from such easements, reservations and rights of way.

The rights of Declarant under this Declaration to all or part of Declarant's interest in the Project properties and any additional property may be assigned to any successor(s) by any express assignment incorporated in a recorded deed, option or lease, as the case may be, transferring such interest to such successor. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title by a purchser from Declarant to establish on any part of the Project additional licenses, reservations and rights-of-way to itself, to utility companies or to others as, from time to time, may be reasonably necessary to the proper development and sale of the Project properties.

ARTICLE XII. MISCELLANEOUS

12.1 "Financing Improvement of the Common Areas and Facilities." The Association shall have the right in accordance with its Articles and Bylaws to borrow money for the purpose of improving the Common Area and facilities and the incidentals thereto with the approval of two-thirds (2/3) of the members, as long as that vote includes an approval of a bare majority of members other than Declarant, and to mortgage said Common Areas and facilities. The right of such mortgage in said Common Areas and facilities shall be subordinate to the right of the owners hereunder.

12.2 "Mergers and Consolidations." To the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit organizations organized for the same purposes as is this Association, provided that any such merger or consolidation shall have the written consent of all members or the consent by a vote of two-thirds (2/3) of the members voting in person or by proxy at the meeting duly called for this purpose, written notice of which will be given to all members at least thirty (30) days in advance. Said vote also requires at least a bare majority of members other than Declarant.

12.3 "Limitations on Partition and Severance." The separately owned interest in the Project is inseparable from the common interest. No Owner of any Lot shall make a conveyance of less than his entire interest in the Project. Nothing herein shall affect the right of an Owner to create a joint tenancy or a tenancy in common in his entire

ownership interest. Further, a tenant of an owner shall not be a member of the Association, but the tenant or tenants of the Owner shall have the right to use and have Access to the facilities owned by the Association, subject to the Rules and Regulations of the Association.

12.4 "Severability of Declaration Provisions." In the event that any of the provisions of this Declaration are held to be invalid or unlawful by final judgment of a court of competent jurisdiction, such invalidity or illegality shall not affect the validity of any other provisions.

12.5 "Singular Includes Plural." The singular shall include the plural and the masculine the feminine whenever the context so requires.

12.6 "Conflict Between Declaration, Articles of Incorporation, and Bylaws." In the case of any conflict between the Declaration and the Bylaws or Articles, this Declaration shall control.

12.7 "Fines." The Committee and/or the Association may, from time to time, establish fines against Lot Owners for violations of this Declaration, which fines shall be due to the Association in such amounts and at such times and for such reasons as the Committee and/or the Association shall determine. Such procedures/fines, if established, shall be noticed to all Lot Owners when established and such fines shall have the same charge and be of the same type of obligations as those assessments described in Section 5.1. Section 5.8 shall apply to such fines.

12.8 "Supercedure." This Declaration shall supercede any and all covenants, conditions and restrictions prior filed by the Declarant with respect to the Property.

12.9 "Moss Lane." The Owner of Lot 1 shall contribute his fair share toward the maintenance of the portion of Moss Lane from the Lot 1 driveway to Auburn-Folsom Road. *Note: this shall be stated on the grant deed.

ARTICLE XIII. AMENDMENT OF DECLARATION

13.1 "Term of CC&Rs." This Declaration shall continue in full force and effect for unlimited duration unless and until this Declaration is revoked in accordance with the with the procedure for amending this Declaration pursuant to Section 13.2.

13.2 "Amendment Procedure." This Declaration shall be amended only by the vote or written assent of not less than seventy-five percent (75%) of each class of Association members so long as the two class voting structure is in effect. After the conversion of Class "B" votes to Class "A," amendment of this Declaration shall require the vote or written assent of seventy-five percent (75%) of the voting power of the Association and at least a bare majority of the votes of members other than Declarant.

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However, the percentage of voting power necessary to amend a specific clause of this Declaration shall not be less than the prescribed percentage of votes required for action under that clause. Any amendment to this Declaration must be recorded and becomes effective when recorded in the office of the County Recorder.

13.3 "Approval by County." Notwithstanding any other provision in this Declaration, provisions of this Declaration which were included to comply with the Conditional Use Permits ((CUP-619) issued in April 1983 and CUP 1496), may not be modified without the prior approval of the County of Placer who shall further have the right to enforce such provisions.

13.4 "Amendment's While in Development Stage." California Business and Professions Code Section 11018.7, requires Department of Real Estate approval of material amendments" while Declarant has over twenty-five percent (25%) of the votes. However, prior to the sale of the first Lot, the governing instruments may be unilaterally amended by the Declarant.

ARTICLE XIV. TERMINATION OF ANY RESPONSIBILITY OF DECLARANT

14.1 In the event that Declarant shall convey all of its rights, title and interest to any partnership, individual or individuals, corporation or corporations in and to the Property described herein then, and in such event, Declarant shall be relieved of the performance of any further duty or obligation herein, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereinunto set is hand and seal this 15th day of September, 2000.

PLACER CONSTRUCTION COMPANY, INC.

A. T. Shaw

Albert T. Shaw, President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California)
) SS.
County of Contra Costa)

On 9-15-00, Elizabeth A. Stagner, a Notary Public in and for the State of California, personally appeared, A.T. Shaw, personally know to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person(s), or the entity on behalf of which the persons(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Elizabeth A. Stagner

GBP 1 ELIZABETH A. STAGNER
COMM. 1166827
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Expires Jan. 23, 2002 GBP 1

Name of Document: CC&R's for Los Lagos Unit No. 5
Date: 9-15-00

P6

82

COUNTY OF PLACER
Community Development Resource Agency

PLANNING

Michael J. Johnson, AICP
Agency Director

Paul Thompson, Deputy
Planning Director

July 19, 2012

Kelvin & Cindy Tse
5747 Avenida Robles
Granite Bay, CA

Subject: **Unauthorized Grading & Tree Removal in Wetland Preservation Easement @ 5747 Avenida Robles (APN: 036-180-069) in Los Lagos Subdivision**

Dear Mr. & Mrs. Tse:

I am sending you this letter because unauthorized grading and tree removal within the Wetland Preservation Easement has taken place on your property. I have attached the original Conditions of Approval for Los Lagos Subdivision Unit #5 and the Building and Lot Requirements for Lot #11.

Specifically, Condition 8(K) indicates that the Wetland Preservation Easements (WPE's) were dedicated to the Homeowners' Association and as outlined in point two of the additional comments (building & lot requirements) that ... "nor shall any grading, vegetation removal or alteration be permitted in these areas". Any request for trimming and/or maintenance activities (or other activities) would require written consent of the Placer County Development Review Committee (DRC) and the request would need to be submitted by the Homeowners' Association (HOA). In addition, the additional comments state that "removal of oak trees 6-inch diameter at breast height is prohibited without prior approval of the Placer County Planning Department (DRC)".

It appears that almost all of the WPE (map of Lot 11 is included with building & lot requirements) adjacent to the northern property boundary has been graded, a 24-inch culvert has been installed and fill dirt has been added to cover the natural drainage swale. As such, the DRC requests that the WPE be restored to its original natural condition and that the fencing be put back in place to comply with the dimensions of the WPE as shown on the Final Map for Lot 11 of Los Lagos Subdivision Unit #5. A second option would be for the HOA (WPE's are under their control & jurisdiction) to submit a request to the County that would propose the unauthorized work that has already been

3091 County Center Drive / Auburn, California 95603 / (530) 745-3000 / Fax (530) 745-3080
Internet Address: http://www.placer.ca.gov/planning / email: planning@placer.ca.gov

done. This option would also require environmental review per the California Environmental Quality Control Act (CEQA) and would require an amendment to the Final Map for the subdivision if it was approved by the county. In addition, if approval was granted by the County you would need to submit a separate Grading Permit, the grading plans would need to be prepared by a professional (engineer, hydrologist etc.) and a Drainage Report that includes adequate sizing of the proposed culvert (based on a 10-year event) and includes a design for overland release for a 100-year event.

Please respond to this letter within ten days of receipt. If you have any questions regarding this correspondence or would like to further discuss the application requirements for environmental review or the grading permit, please contact Roy Schaefer at (530) 745-3061 or by email at rschaefe@placer.ca.gov.

Sincerely,

R.S.

Roy Schaefer
Associate Planner

Attachments: Conditions of Approval for Los Lagos Subdivision Unit #5
Building and Lot Requirements for Lot #11

O:\PLUS\PLN\ROY\ Ltr.LosLagosTSE.doc

89

LOS LAGOS 5
BUILDING AND LOT REQUIREMENTS

LOT SIZE: 2.043 Acres **LOT #** 11

APN # 036-180-069 **ADDRESS:** 5747 Avenida Robles

BUILDING SETBACKS (including pools and spas)

Front: 35' minimum to the residence
40' minimum to the garage
The front setback may be reduced to 25' with approval of the Los Lagos 5 Architectural Review Committee and the Placer County Development Review Committee. In no case shall the front setback be less than 25'.

Side(s): 15' minimum if any portion of the structure is 18' or more above undisturbed ground within 20' of the side property line. In all other cases the side yard setback shall be a minimum of 10'. Maintain 5' from WPE fencing.

30' from the Moss Lane property line.

BUILDING HEIGHT
Maximum 36 feet

Total bldg coverage 9253 sf

BUILDING COVERAGE
Maximum building coverage, exclusive of roof overhang, shall be: 10,000 square feet

MINIMUM FINISHED FLOOR ELEVATION
462.0'

ADDITIONAL COMMENTS

- Building plans shall be approved by the Los Lagos 5 Architectural Review Committee prior to submittal to Placer County for building permits.

- No owner shall place any fill materials, lawn clippings, oil, chemicals, or trash of any kind within the WPE's, Lot "JJ" or other Common Open Space areas. Nor shall any grading, vegetation removal or alteration be permitted in these areas, including domestic landscaping and fencing. Trimming or other maintenance activities is allowed only for the purpose of fire prevention, elimination of diseased growth, or thinning necessary for the maintenance of natural vegetation, and only with the written consent of Placer County Development Review Committee (DRC).

- Solid wood fencing shall not be permitted within 50' of the Open Space lots located along Auburn-Folsom Road and/or along Moss Lane without approval of Placer County D.R.C. Split rail fencing may be located no closer than 25' to the westerly property line along Moss Lane.

- If any archaeological artifacts, exotic rock (non-native) or unusual amounts of shell or bone are uncovered during any on-site construction activities, all work must stop immediately in the area and a qualified archaeologist retained to evaluate the deposit. The Placer County Planning

Department and Museums Department must also be contacted for review of the archaeological find(s). If the discovery consists of human remains, the Placer County Coroner and Native American Heritage Commission must also be contacted. Work in the area may only proceed after authorization is granted by the Planning Department.

- A septic tank effluent pump system is required for this lot.
- Removal of oak trees 6" dbh or greater is prohibited without prior approval of the Placer County Planning Department (D.R.C.).
- Irrigation under driplines of oak trees is prohibited.
- Lot grading shall be limited to construction of driveways and that reasonably necessary for residential construction. In no case shall grading be allowed outside of the side and rear setback lines.
- No concrete slab foundations are permitted except for garage and basements or as specifically approved in writing by the Planning Department (D.R.C.).
- Any permanent protective fencing shown hereon may not be removed or altered without permission of the Homeowner's Association and D.R.C.

Plans Approved by:

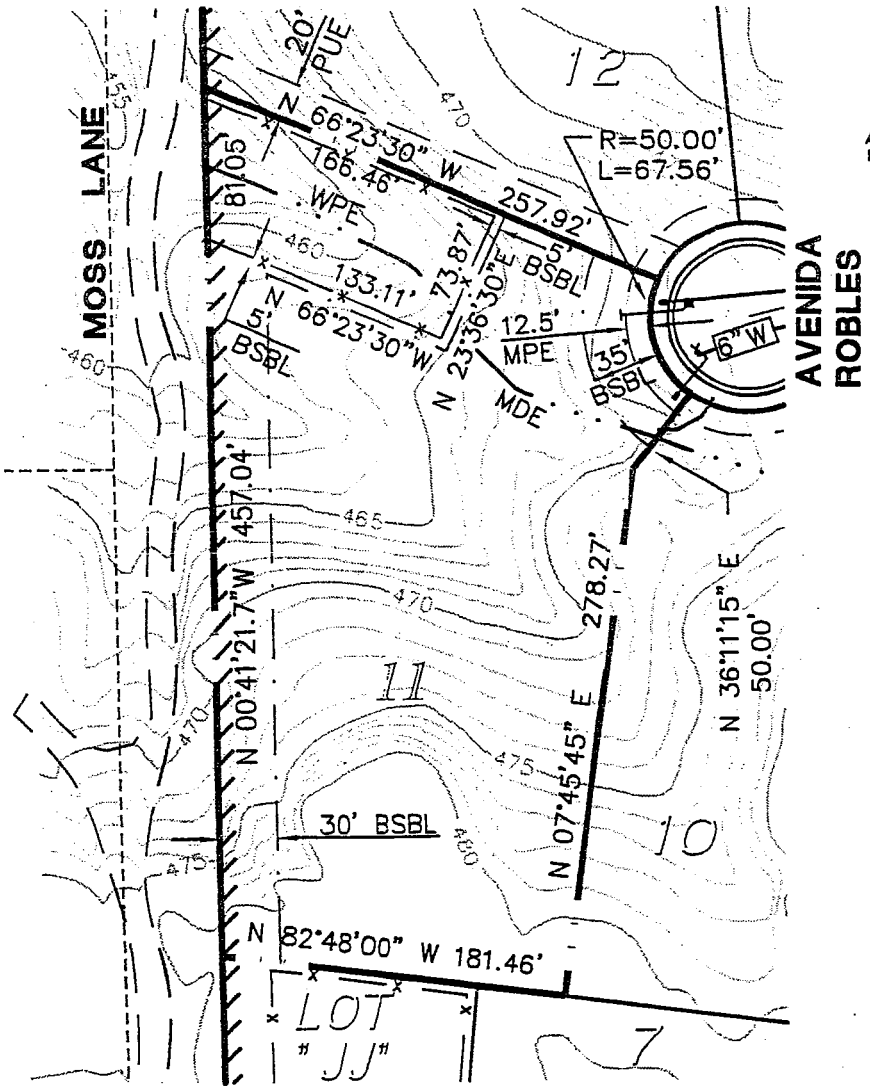
Los Lagos Preliminary Review — 9/27/04

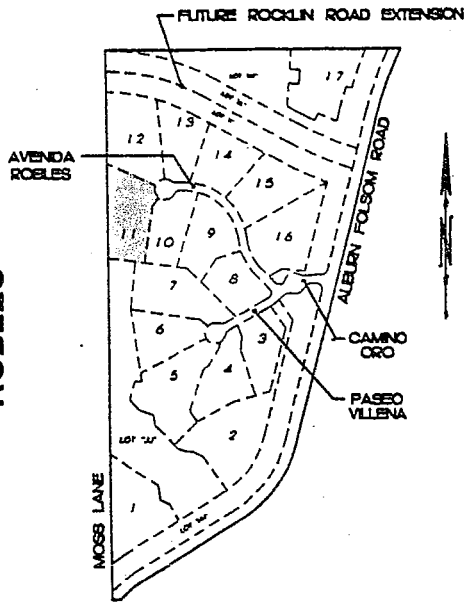
Los Lagos 5 Architectural Review Committee — Date

SFD HRC

LOS LAGOS 5
BUILDING AND LOT REQUIREMENTS

Tom/LL/5Notebook/3820-10E
TT/mg/kk
7-28-00/, 03/21/01





VICINITY MAP

NO SCALE

NOTES:

1. FOR SIDE & REAR SETBACK REQUIREMENTS, SEE ATTACHED INFORMATION SHEET
2. ALL SEWER AND WATER SERVICE LOCATIONS SHOULD BE FIELD VERIFIED

LEGEND:

ΛΛΛ	CUT OR FILL SLOPE
6"S	SANITARY SEWER MAIN
4"FM	SEWER FORCE MAIN
D	STORM DRAIN
8"W	WATER MAIN
	FIRE HYDRANT
PUE	PUBLIC UTILITY EASEMENT
MPE	MULTI PURPOSE EASEMENT
BSBL	BUILDING SETBACK LINE
MDE	MEANDERING DRAINAGE EASEMENT
WPE	WETLAND PRESERVATION EASEMENT
	SEWER SERVICE LOCATION
	WATER SERVICE LOCATION
	DRAINAGE INLET (DI)
	MANHOLE
/ / /	NO VEHICULAR ACCESS TO ROADWAY
—— x ——	PERMENANT PROTECTIVE WPE FENCING

LOS LAGOS UNIT NO. 5
LOT NO. 11

SCALE: 1"=100'	GW CONSULTING ENGINEERS	DATE: MAY 2001
JOB # 3820-10		REV.

K:\382010\P-PLANS\LOT11.dwg

92

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(530) 745-3050 FAX (530) 745-3059

RECEIVED
MAR 11 2013
CDRA

PLACER COUNTY
COMPLAINT FORM

Your Name: Wallace Lang **Telephone:** (916) 652-0084

Mailing Address: 5271 Old Moss Lane Granite Bay CA 95746
City State Zip

Your Signature: Wallace M. Lang **Date:** 3/11/2013

NOTE: Due to legal requirements, only written and signed complaints can be investigated. Complaints will remain confidential unless legal action is taken that may require the complainant to be specifically identified.

This report will assist the County Departments in investigating your complaint. Complete and accurate information with photographs and/or additional documentation will assist in expediting this review. **Complaints regarding activities/uses involving potential health or safety hazards will be given priority. All other complaints will be investigated in sequential order as they are received.**

Type of Complaint: See attached letter from County dated July 19, 2012 also numerous letters detailing violations.

(Additional information and/or a directional map may be included on the back of this form.)

Address or APN of Violation: _____

PropertyOwner: _____ **Telephone:** ( ) _____

Address _____
City State Zip Code

Tenant: _____ **Telephone:** ( ) _____

Address _____
City State Zip Code

For Office Use Only

Computer ID: _____ Category: _____ Referred to: _____

Date Closed: _____ By: _____ Final Disposition: _____

If you have questions regarding this process or the status of this complaint please contact the Placer County Code Enforcement Division in your area.

THIS FORM IS NOT A PUBLIC RECORD

94

Mr. and Mrs. Tse, the owners of APN #036-180-069 marked/noted as Lot 11, of The Boulders (Los Lagos Unit 5). This parcel has Wetland Preservation Easement (**WPE**) and it borders Moss Lane is in violation of multiple easement and code violations.

The Tse's have destroyed the Wetland Preservation Easement (WPE) on their north westerly corner within their lot by unauthorized grading, excavation and installed a 24 inch culvert in the WPE, placement of fill material to cover the natural drainage swale, cleared and removed native trees and vegetation along with removing the permanent protective fencing surrounding the WPE. The general topography of this area has been changed along with the natural drainage. The Tse' have added domestic landscaping to the WPE by planting about 13-- 8 foot redwood trees within the month of February 2013. No permits or permission were submitted, issued and approved by Pacer County **or** by Network community Management, Inc., the Los Lagos Unit 5 Homeowners Association.

Under Conditions of Approval – Tentative Map/Conditional Use Permit "Los Lagos" Unit #5

Conditions: #3, #8 (K), #28 (K)(N)(O)(Q)(Y)and #60.

See Attached the Placer County Planning Dept. letter to Mr. and Mrs. Tse in July of 2012, requested they restore the wetland preservation easements to their prior state, however those requests have been ignored and have since planted 13 redwood trees in the WPE.

Mr. and Mrs. Tse are currently in the process of building a solid 6 foot redwood fence over 150 feet long along Moss Lane in violation of a restriction specifying "no solid fencing allowed". Los Lagos 5 Building and Lot Requirements violation: "Solid wood fencing shall not be permitted within 50' of the Open Space lots located along Auburn-Folsom Road and/or along Moss Lane without approval of Placer County D.R.C. Split rail fencing may be located no closer than 25' to the westerly property line along Moss Lane." No permit submitted.

Conditions: #3 and 28 #(V)

Removed permanent protective fencing along the lot line between the Tse property and Lot "JJ" (Open Space Area) and around the WPE.

Conditions: #3 and 28 (N)

Tse's cut oak trees and oak limbs over 6 inches wide without a permit on Lot 11 of Los Lagos Unit 5.

Conditions: #28 (L) and Placer County Tree Ordinance

Clearing vegetation and cutting tree limbs over 6 inches wide outside his property line boundary on Moss Oaks property (along Moss Lane), and spraying herbicide on Moss Oaks property. No tree permit issued. Trespassed on private property on a "no access" strip onto Moss Lane.

Conditions: #8 (I) and #28 (L) and Placer County Tree Ordinance

Tse's installed irrigation under drip lines of oak trees to water their newly installed 8 foot redwood trees bordering Moss Lane.

Conditions: #28(BB) and Placer County Tree Ordinance

Tse's installed a new drainage pipe approx. 6 to 8 inches wide coming from their new swimming pool area across their property line out to Moss Oak property and out to Moss Lane to drain along the road and evidently end up near the WPE area and possibly in Miner's Ravine Creek. Creating erosion of soil,stagnation of water along Moss Lane and which in turn will destabilize of Moss Lane road bed and have excessive weed growth.

No Drainage Permit

The Tse's have used the private road of Moss Lane for cement and construction trucks to build their pool and back landscaping multiple times which has damaged Moss Lane road. There is a "no access" strip between the Tse property (Lot 11) onto Moss Lane that is designated no ingress -egress line.

Conditions: #8 (I) and Los Lagos Unit 5 Plot Map, Sheet 3 & 4 of 7 –Book W of Maps, Page 64

We would respectfully request that Placer County Code Enforcement to take immediate action on these easement and code violations on APN 036-180-069 also known as Lot 11 in Los Lagos Unit 5.

CCR's 7.1, 7.1.2, 7.1.3, 7.2.4, 8.17 and 8.17.4.

Homeowners on Moss Lane are very concerned and are anxiously waiting for immediate action to be taken to stop the Tse's property owners of APN 036-180-069 also known as Lot 11 in Los Lagos Unit 5 and what they are doing along Moss Lane and the protective WPE. We are requesting the Tse's remove the 6 foot solid fence, put the permanent protective two rail fencing back along Lot JJ and Tse back lot and restore the Wetland Preservation Easement & natural state of Moss Oaks property immediately.

Respectfully,

Wallace Lang
Dale Winchester
Alison Thomas

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Avenue Auburn, CA 95603
886-5500 FAX (530) 889-5538

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(530) 745-3050 FAX (530) 745-3059

RECEIVED
MAY 03 2013
CDRA

PLACER COUNTY
COMPLAINT FORM

Your Name: JAMES THOMAS **Telephone:** 916 257 6829

Mailing Address: 5280 Old Moss Ln Granite Bay CA 95746
Street Address City State Zip Code

Your Signature: [signature] **Date:** 5-2-13

NOTE: Due to legal requirements, only written and signed complaints can be investigated. Complaints will remain confidential unless legal action is taken that may require the complainant to be specifically identified.

This report will assist the County Departments in investigating your complaint. Complete and accurate information with photographs and/or additional documentation will assist in expediting this review. **Complaints regarding activities/uses involving potential health or safety hazards will be given priority. All other complaints will be investigated in sequential order as they are received.**

Type of Complaint: Constructed 200'+ solid wood 6' fencing in violation of a restriction specifying "No solid wood fencing allowed". Fence was also placed without regard for a 25' setback from property line along Moss Ln. Tse's cut oak trees on Moss Ln property. Removed permanent split rail fencing.
(Additional information and/or a directional map may be included on the back of this form.)

Address or APN of Violation: 036-180-069-000

Dog(s) on property? ☒ Yes ☐ No

Property Owner: TSE, Kelvin **Telephone:**

Address: 5758 Avenida Robles Granite Bay CA 95746
Street Address City State Zip Code

Tenant: **Telephone:**

Address:
Street Address City State Zip Code

For Office Use Only

Computer ID: Category: Referred to:

Date Closed: By: Final Disposition:

PORTIONS OF THIS FORM MAY BE A PUBLIC RECORD

Mr. and Mrs. Tse, the owners of APN #036-180-069 marked/noted as Lot 11, of The Boulders (Los Lagos Unit 5). This parcel has Wetland Preservation Easement (WPE) and it borders Moss Lane is in violation of multiple easement and code violations.

The Tse's have destroyed the Wetland Preservation Easement (WPE) on their north westerly corner within their lot by unauthorized grading, excavation and installed a 24 inch culvert in the WPE, placement of fill material to cover the natural drainage swale, cleared and removed native trees and vegetation along with removing the permanent protective fencing surrounding the WPE. The general topography of this area has been changed along with the natural drainage. The Tse' have added domestic landscaping to the WPE by planting about 13– 8 foot redwood trees within the month of February 2013. No permits or permission were submitted, issued and approved by Pacer County or by Network community Management, Inc., the Los Lagos Unit 5 Homeowners Association.

Under Conditions of Approval – Tentative Map/Conditional Use Permit "Los Lagos" Unit #5

Conditions: #3, #8 (K), #28 (K)(N)(O)(Q)(Y)and #60.

See Attached the Placer County Planning Dept. letter to Mr. and Mrs. Tse in July of 2012, requested they restore the wetland preservation easements to their prior state, however those requests have been ignored and have since planted 13 redwood trees in the WPE.

Mr. and Mrs. Tse ~~are currently in the process of building~~ has built a solid 6 foot redwood fence over 150 feet long along Moss Lane in violation of a restriction specifying "no solid fencing allowed". Los Lagos 5 Building and Lot Requirements violation: "Solid wood fencing shall not be permitted within 50' of the Open Space lots located along Auburn-Folsom Road and/or along Moss Lane without approval of Placer County D.R.C. Split rail fencing may be located no closer than 25' to the westerly property line along Moss Lane." No permit submitted. — Fence —

Conditions: #3 and 28 #(V)

Removed permanent protective fencing along the lot line between the Tse property and Lot "JJ" (Open Space Area) and around the WPE.

Conditions: #3 and 28 (N)

Tse's cut oak trees and oak limbs over 6 inches wide without a permit on Lot 11 of Los Lagos Unit 5.

Conditions: #28 (L) and Placer County Tree Ordinance

Clearing vegetation and cutting tree limbs over 6 inches wide outside his property line boundary on Moss Oaks property (along Moss Lane), and spraying herbicide on Moss Oaks property. No tree permit issued. Trespassed on private property on a "no access" strip onto Moss Lane.

Conditions: #8 (I) and #28 (L) and Placer County Tree Ordinance

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(530) 745-3050 FAX (530) 745-3059

RECEIVED
MAY 03 2013
CDRA

PLACER COUNTY
COMPLAINT FORM

Your Name: James Thomas Telephone: 916/257-6829

Mailing Address: 5280 Old Moss Lane Granite Bay CA 95746
Street Address City State Zip Code

Your Signature: [signature] Date: 5/2/2013

NOTE: Due to legal requirements, only written and signed complaints can be investigated. Complaints will remain confidential unless legal action is taken that may require the complainant to be specifically identified.

This report will assist the County Departments in investigating your complaint. Complete and accurate information with photographs and/or additional documentation will assist in expediting this review. **Complaints regarding activities/uses involving potential health or safety hazards will be given priority. All other complaints will be investigated in sequential order as they are received.**

Type of Complaint: Multiple construction vehicles, material & work conducted in the "no ingress/egress area between lot 12 & Moss Ln. Sidewalk constructed within the no ingress/egress area to provide access to Moss Ln. Construction debris & material left within the no access area. Vegetation & grade destroyed in area

(Additional information and/or a directional map may be included on the back of this form.)

Address or APN of Violation: 036-180-070

Dog(s) on property? ☐ Yes ☐ No unknown APN # 036-180-070

Property Owner: Telephone:

Address: 5748 Avenida Robles Granite Bay CA 95746
Street Address City State Zip Code

Tenant: Telephone:

Address:
Street Address City State Zip Code

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Computer ID: Category: Referred to:

Date Closed: By: Final Disposition:

PORTIONS OF THIS FORM MAY BE A PUBLIC RECORD

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RECEIVED
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PLACER COUNTY
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Your Name: James Thomas **Telephone:** 916 2576829

Mailing Address: 5280 Old Moss Lane Granite Bay CA 95746
Street Address City State Zip Code

Your Signature: [signature] **Date:** 5/2/2013

NOTE: Due to legal requirements, only written and signed complaints can be investigated. Complaints will remain confidential unless legal action is taken that may require the complainant to be specifically identified.

This report will assist the County Departments in investigating your complaint. Complete and accurate information with photographs and/or additional documentation will assist in expediting this review. **Complaints regarding activities/uses involving potential health or safety hazards will be given priority. All other complaints will be investigated in sequential order as they are received.**

Type of Complaint:
Permanent Protective fencing surrounding the wetland preservation area - removed. Construction work i gravel dumped up stream from wet land - not protected. - Condition of Approval #3

(Additional information and/or a directional map may be included on the back of this form.)

Address or APN of Violation: 036-180-069-000

Dog(s) on property? ☒ Yes ☐ No

Property Owner: Tse, Kelvin **Telephone:**

Address: 5758 Avenida Robles Granite Bay CA 95746
Street Address City State Zip Code

Tenant: **Telephone:**

Address:
Street Address City State Zip Code

For Office Use Only

Computer ID: Category: Referred to:

Date Closed: By: Final Disposition:

PORTIONS OF THIS FORM MAY BE A PUBLIC RECORD

WALLACE LANG
5277 Old Moss Ln
GRANITE BAY 95746

LEVAN BATES
Moss Ln
GB 95746

DALE & PENNY WINCHESTER
5650 Moss Ln
GB 95746

JAMES & ALISON THANG
5280 Old Moss Ln
GB 95746

HANS BUERR
5330 Moss Ln
GB 95746

CHANTAL DECAVELL
5330 Moss Ln
GB 95746

KIRK & JENNIFER HAMBURG
5215 Moss Ln
GB CA 95746

DENISE & ANDY FRENCH
5720 Moss Ln
GB 95746

ALAN
5500 Moss Ln
GB 95746

DAVE & JULIE STRINGHAM
Moss Ln
GB 95746

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E

COUNTY OF PLACER
Community Development Resource Agency

PLANNING

Michael J. Johnson, AICP
Agency Director

Paul Thompson, Deputy
Planning Director

March 14, 2013

Mr. Kelvin Tse
5747 Avenida Robles
Granite Bay, CA 95746

RE: 5747 Avenida Robles (Los Lagos Subdivision, Unit No. 5 ("The Boulders")
APN: 036-180-069

Dear Mr. Tse:

The County provided you written notice in a letter dated July 19, 2012 that unauthorized grading and tree removal has occurred within a wetlands preservation easement (WPE) at 5747 Avenida Robles in Granite Bay. Specifically, a 24" culvert was installed within the WPE, the natural drainage swale was back filled, protected trees were removed and/or cut, and permanent protective fencing was removed from the WPE in violation of the Placer County Code (Article 15.48 Grading, Erosion and Sediment Control) and the Los Lagos Unit No. 5 (SUB 276/CUP 1496) Conditions of Approval and Final Map.

Within 10 days of receipt of the letter, you contacted our office and spoke with Mr. Roy Schaefer, Associate Planner, by telephone and indicated that you would restore the Wetlands Preservation Easement to its natural state, remove the culvert and replace the permanent protective fencing around the WPE.

In February 2013, the County was notified by your neighbors about additional tree removal/cutting activities occurring along Moss Lane adjacent to your property at 5747 Avenida Robles and that solid wood fencing was being installed along the property line. Mr. Schaefer conducted a site visit on February 13, 2013 and confirmed that trees had been cut/removed and that solid wood fencing was being installed along your property line, again contrary to the project's conditions of approval. Additionally, Mr. Schaefer observed that the previous violations within the WPE had not been corrected, in fact, about a dozen redwood trees had since been planted within the WPE. On February 22, 2013, I also conducted a site visit and confirmed that the above-mentioned activities had occurred.

This letter serves as a second notice that work conducted at 5747 Avenida Robles is unauthorized and you are in violation of the Placer County Code (Article 15.48 Grading,

3091 County Center Drive / Auburn, California 95603 / (530) 745-3000 / Fax (530) 745-3080
Internet Address: http://www.placer.ca.gov/planning / email: planning@placer.ca.gov

Erosion and Sediment Control) and the Los Lagos Unit #5 (SUB 276/CUP 1496) Conditions of Approval and Final Map, as follows:

Placer County Code, Article 15.48 Grading, Erosion and Sediment Control

15.48.050 Water obstruction.

No person shall do or permit to be done any grading which may obstruct, impede or interfere with the natural flow of stormwaters, 15.48.060 Grading permit required...This section applies whether such waters are unconfined upon the surface of the land or confined within land depressions or natural drainage ways, unimproved channels or watercourses, or improved ditches, channels or conduits. (Ord. 5056-B, 2000)

15.48.060 Grading Permit Required.

A. Except for the specific exemptions listed in Section 15.48.070 of this article(see specific exemptions below),

15.48.070 Exemptions.

Unless in conflict with provisions of adopted general and/or specific plans, or provisions applicable to the Tahoe Basin as described in Section 15.48.120 of this article, the following grading may be done without obtaining a permit. Exemption from the requirement of a permit shall not be deemed permission to violate any provision of this article:

A. Minor projects which have cuts or fills, each of which is less than four feet in vertical depth at its deepest point measured from the existing ground surface, and which meet all of the following criteria:

6. Does not obstruct any watercourse, disturb, or negatively impact any drainage way, wetland, stream environment zone, or water body,

7. Does not divert or obstruct overland flow, or negatively affect other adjacent properties,...

Los Lagos Unit #5 (SUB 276/CUP 1496) Conditions of Approval

3. ...the following information shall be included in the Improvement Plans and constructed as a part of the project.

<u>Permanent Protective Fencing:</u> Install permanent split-rail (2-rail) fencing (or other such design and materials as may be approved by theDRC) with upright posts embedded in concrete along and around all wetland preservation easement boundaries on Lots 1, 2, 4, 5, 11, & 17, and around all detention facilities to the satisfaction of the DRC. Such fencing shall provide a physical demarcation to future homeowners of the location of protected easement areas as required by other conditions of this project. Such fencing shall be shown on the Information Sheet recorded concurrently with the Final Map as well as on the project Improvement Plans. The applicant may install permanent 2-rail treated wood or redwood fencing, as depicted on the Tentative Map and approved by the DRC, with upright posts embedded in concrete along the westerly project boundary where they adjoin residential lots on Moss Lane (25' minimum setback, except as to avoid wetland crossing), and shall install same fencing (3' maximum height) along the entire perimeter of Lot J excepting the portion adjoining Open Space areas along Auburn-Folsom Road where open iron fencing may be installed, and the East and South boundaries of the wetlands/historical preservation areas on Lot 17 to be placed

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within an Open Space lot per Condition #32. Wood post monuments with posts (4' high, 5-1/2" x 6") imbedded in concrete (minimum 15' spacing), or 2-rail fencing shall be installed along all WPE's on residential lots. Open iron fencing (no spires – flattop only) shall be installed along the entire westerly boundary of the General Open Space Lots adjoining residential lots on Auburn-Folsom Road, except where DRC approves solid wood fencing, based on existing vegetation that screens such fencing from view of same roadway. Solid 6' treated wood fencing with animal passages, as approved by DRC, shall be installed along the southerly boundary of the General Open Space Lot adjoining Lots 12 through 16. All fencing shall be to the satisfaction of DRC. Fencing located within Open Space Lots shall be maintained by the homeowners' association, and fencing on residential lots shall be maintained by the homeowner.

8. *Provide the following easements/dedications on the Improvement Plans and Final Map to the satisfaction of the DPW and DRC:*

   K) Dedicate Wetland Preservation Easements (WPE's) on Lots 3, 4, 5, & 11 to the homeowners' association. Said easements shall be for the protection of wetland habitats and shall be established over an area with a minimum of 25' from all delineated wetlands, for those lots indicated on the Tentative Map. Specific provisions of the easement restrictions shall be contained within the project CC&R's as deemed appropriate by DRC.

28. *Conditions, Covenants, and Restrictions (CC&R's) shall be prepared and submitted to and approved by the DPW, County Counsel, and other appropriate County Departments and shall contain provisions for:*

   K) Notification to the future owners of Lots , 3, 4, 5, & 11 and all General Open Space Common areas, that no owner shall place any fill materials, lawn clippings, oil, chemicals, or trash of any kind within the Wetland Preservation Easements or common open space areas nor shall any grading, vegetation removal, or alteration be permitted in these areas, including domestic landscaping and fencing. A provision for the enforcement of this restriction by the homeowners' association shall be provided. Trimming or other maintenance activities is allowed only for the purpose of fire prevention, elimination of diseased growth, or thinning necessary for the maintenance of natural vegetation, and only with the written consent of the DRC.

   L) Notification to future homeowners and builders that removal of oak trees 6" dbh or greater and not previously approved for removal by Placer County is prohibited unless prior approval is received by the Placer County Development Review Committee. A provision for the enforcement of this restriction by the homeowners' association shall be provided.

60. *Wetland Preservation Easements shall include the 25' setback from delineated wetlands and riparian areas, located on Lot(s) 3, 4, 5, and 11 as depicted on the Tentative Map, and dedicated to the homeowner's association. A minimum 5' setback from all Wetland Preservation Easements shall be labeled as a building setback line on the Final Map and Development Notebook.*

    The purpose of said easements is for the protection and preservation of on-site wetland habitats. A note shall be provided on the Final Map and Development

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Notebook prohibiting any disturbances within said easements including the placement of fill materials, lawn clippings, oil, chemicals, or trash of any kind within the easements; nor any grading or clearing activities, vegetation removal, or domestic landscaping, including accessory structures, swimming pools, spas, and fencing other than the permanent protective fencing required herein. Trimming or other maintenance activity is allowed only for the benefit of fish, wildlife, and water quality resources, and for the elimination of diseased growth, or thinning as necessary for the maintenance of the natural vegetation and only with the written consent of DRC. A provision for the enforcement of this restriction by the homeowners' association shall be provided. These same restrictions apply to Lot J and the Open Space Lot required by Condition #32.

Los Lagos Unit No. 5 Final Map

NOTES (5): "The purpose of the "Wetlands Preservation Easements" is for the protection and preservation of on-site wetland habitats. There shall be no disturbances within said delineated areas other than those approved by Placer County. Prohibited disturbances include the placement of any fill materials, lawn clippings, oil, chemicals, or trash of any kind within the easements; nor any grading or clearing activities, vegetation removal, or domestic landscaping, including accessory structures, swimming pools, spas, and fencing other than permanent protective fencing. Trimming or other maintenance activities are allowed for the benefit of fish, wildlife, and water quality resources, and for the elimination of diseased growth, or thinning as necessary for the maintenance of the natural vegetation, and only with the written consent of the DRC. Enforcement of this restriction shall be by the Homeowners Association."

To bring resolution of the above-mentioned violations you must submit a revised grading plan to the County that provides for the restoration of the WPE. Please be advised, the previous grading permit (Grading Permit #5034) applied for on June 27, 2012 has not been approved and the CEQA exemption is still pending. Please contact Ted Rel with the Engineering and Surveying Division at 530-745-3110 to discuss the information necessary to complete your submittal. For all other issues raised in this letter you will need to contact Roy Schaefer with the Planning Services Division at 530-645-3061 to seek resolution.

Failure to respond to the appropriate Divisions within ten (10) days from the date of this letter may result in further action by the County in accordance with County Code Section 15.48.690 (A) - Failure to comply with all orders issued by the Community Development/Resource Agency.

If you should have any questions, please contact me at 530-745-3147.

Sincerely,

E.J. Ivaldi
Supervising Planner

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Attachment: Letter from Planning Services Division dated July 19, 2012
Los Lagos Unit No. 5, Conditions of Approval

cc: Paul Thompson, Planning Services Division
Roy Schaefer, Planning Services Division
Rick Eiri, Engineering and Surveying Division
Ted Rel, Engineering and Sureveying Division
John Adair, Network Community Management (Los Lagos Unit No. 5 Homeowners Association)

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COUNTY OF PLACER
Community Development Resource Agency

CODE ENFORCEMENT

Courtesy Notification

April 5, 2013

Cynthia Weideman Tse & Kelvin A Tse TR
5758 Avenida Robles
Granite Bay, CA 95746

LOCATION: 5758 Avenida Robles **APN:** 036-180-069-000
REGARDING: Possible Code Violation(s)

To Whom It May Concern:

We have recently received a complaint concerning a possible County Code violation on the above mentioned property. Code Enforcement staff has not yet completed a site investigation and we simply want to make you aware of the complaint and encourage your help in reviewing and resolving the issue. Placer County is proud to promote voluntary compliance within our community and we are seeking your cooperation.

Specifically, the complaint is concerning not adhering to the Conditions of Approval of (Sub276/CUP 1496) and grading within a wetland preservation area. The Placer County Code, Section, 17.58.140.C - Effect of Conditions, 15.48.050 - Water Obstruction, 15.048.060 - Grading Permit Required and 15.48.070 - Exemptions, regulates/prohibits this type of condition/activity if confirmed upon investigation. We encourage you to contact our office to clarify the issue, schedule a site visit if needed, and discuss remedy options and timelines for compliance. Again, it is our goal to obtain voluntary compliance, therefore we are here to assist you with resolving this matter with the least amount of inconvenience.

If we are unable to reach a mutually satisfactory resolution, Placer County may utilize other available enforcement actions as prescribed by law. In the interest of cooperation, please contact us within ten (10) days from the date of receipt of this letter. It is important that we discuss this matter with you to determine what, if any, violations may exist on your property and what mutual arrangement can be made to remedy the violation(s). Please contact me at 530-745-3062 to further discuss this matter.

Regards,

Estelle Maxwell
Code Enforcement Division

cc: Paul Thompson - Placer County Planning Division
EJ Ivaldi - Placer County Planning Division

Enclosures: Conditions of Approval of (Sub276/CUP 1496), 17.58.140.C - Effect of Conditions, 15.48.050 - Water Obstruction, 15.048.060 - Grading Permit Required and 15.48.070 - Exemptions

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3091 County Center Dr, Ste. 160 / Auburn, California 95603 / (530) 745-3050 / Fax (530) 745-3059
Internet Address: http://www.placer.ca.gov / email: codeenf@placer.ca.gov

17.58.140 Permit Issuance

The approval and issuance of an Administrative Review Permit or Minor Use Permit by the Zoning Administrator or a Conditional Use Permit by the Planning Commission shall occur as set forth in this section.

A. **Findings Required For Approval.** No Administrative Review Permit, Minor or Conditional Use Permit shall be approved unless the Zoning Administrator or Planning Commission (or Board of Supervisors in the event of an appeal) shall first find that:

1. The proposed use is consistent with all applicable provisions of this chapter and any applicable provisions of other chapters of this code.

2. The proposed use is consistent with applicable policies and requirements of the Placer County general plan, and any applicable community plan or specific plan, and that any specific findings required by any of these plans are made.

3. The establishment, maintenance or operation of the proposed use or building will not, under the circumstances of the particular case, be detrimental to the health, safety, peace, comfort and general welfare of people residing or working in the neighborhood of the proposed use, or be detrimental or injurious to property or improvements in the neighborhood or to the general welfare of the County; except that a proposed use may be approved contrary to this finding where the granting authority determines that extenuating circumstances justify approval and enable the making of specific overriding findings.

4. The proposed project or use will be consistent with the character of the immediate neighborhood and will not be contrary to its orderly development.

5. The proposed project will not generate a volume of traffic beyond the design capacity of all roads providing access to the project, either those existing or those to be improved with the project unless a specific design deficiency is acknowledged and approved in conjunction with the adoption of a general plan or community plan applicable to the area in question.

6. In a TPZ zone district (Article 17.16), the establishment, maintenance and operation of the proposed use or building will not significantly detract from the use of the property for, or inhibit the growing and harvesting of timber.

7. Any findings required by Articles 17.06 through 17.52 (Zone districts and allowable uses of land) for the approval of proposed uses in specific zone districts or combining districts are made.

8. Any findings required by Article 17.56 (Specific Use Requirements) for the approval of specific uses are made.

9. As required by Section 18.16.040 of this code (Environmental Review) when a proposed negative declaration has been prepared for the project that, on the basis of the initial study and any comments received, there is no substantial evidence that the project will have a significant effect on the environment; or

10. As required by Section 18.20.070 of this code (Environmental Review) when a final environmental impact report has been prepared for the project, that the project as approved will not have a significant effect on the environment, or that the granting authority has:

    a. Eliminated or substantially lessened all of the significant effects on the environment, where feasible (as defined and used in Section 21061.1 of the California Public Resources Code); and

b. Determined that any remaining unavoidable significant effects on the environment are acceptable due to specified overriding considerations.

11. As required by Section 18.08.020 of this code (Environmental Review) when the proposed project meets the criteria discussed in the applicable section, that the project is:

a. Statutorily exempt from the provisions of CEQA; or

b. Categorically exempt from the provisions of CEQA; or

c. Not subject to environmental review pursuant to the provisions of Section 18.08.020(D) ("General Rule").

12. The proposed use is consistent with, replaces or appropriately modifies any prior established relevant conditions of a previous entitlement, if applicable.

B. **Conditions of Approval.** In conditionally approving an Administrative Review Permit, minor or Conditional Use Permit, the granting authority shall adopt conditions of approval as necessary to accomplish the following objectives, consistent with the requirements of state law:

1. Specify the period of validity of the permit and/or the allowed duration of the proposed use. The permit may be issued and/or the use allowed for a revocable, permanent, temporary or otherwise limited term, as deemed appropriate by the granting authority. If no period of validity is specified, the permit shall be subject to the time limits specified by Section 17.58.160 (Permit time limits and extensions).

2. Ensure that the proposed project will be consistent with all applicable requirements of this chapter, the Placer County general plan, and any applicable community plan or specific plan.

3. Enable all the findings required by Subsection A of this section to be made by the granting authority.

4. Mitigate environmental impacts identified in environmental documents prepared pursuant to Chapter 18 of this Code (Environmental Review), or adopt overriding findings pursuant to Section 15091 et seq., of the CEQA Guidelines.

5. Require the dedication of rights-of-way determined by the granting authority to be necessary as a result of the proposed use.

6. Require the installation, or participation in the cost of installation, of specified on-site or off-site improvements determined by the granting authority to be necessary as a result of the proposed use.

7. Supersede, replace, or modify conditions of approval applicable to the site as a result of a previous permit approval, where determined by the granting authority to be appropriate.

8. Limit the size of the project or intensity of the use to a level approved by the granting authority.

9. The granting authority may also adopt any other conditions of approval as the authority determines are necessary to protect the public health, safety, and general welfare.

C. **Effect of Conditions.** It is unlawful, and a violation of this code, for any person to construct or otherwise establish a land use authorized by a permit pursuant to this subchapter prior to compliance with or contrary to the conditions of approval adopted as set forth in this section. See Section 17.62.030 (Penalties) for violations of this chapter.

D. **Effective Date of Permit.** An approved Administrative Review Permit, Variance, minor or Conditional Use Permit shall become effective for the purposes of commencing the actions necessary to comply with conditions of approval and filing building permit applications, on the 11th day after approval of the permit by the granting authority, provided that approval shall be set aside and of no effect if an appeal is filed within ten days after approval pursuant to Section 17.60.110 (Appeal). If no written or oral testimony is provided as a part of the official record, except for such testimony as may have been provided by the applicant and/or the Development Review Committee (DRC), the hearing body may waive the ten-day waiting period and may establish an effective date for the permit at any time following the conclusion of the public hearing, not to exceed the original ten-day waiting period.

E. **Implementation of Permit.** After the effective date of an Administrative Review Permit, Minor Use Permit or Conditional Use Permit, the applicant shall diligently proceed to carry out the conditions of approval and implement the permit by establishing the approved use within the time limits set forth in Section 17.58.160. (ZO § 20.140)

17.58.150 Effect of Denial

If an Administrative Review, Minor or Conditional Use Permit or Variance application is denied by the Zoning Administrator or Planning Commission and the decision is not reversed through appeal (Section 17.60.110), no further application for a permit for the same use on the same property shall be filed for a period of one year from the date of denial, except where the granting authority gives permission for such filing or the permit application was denied without prejudice. Permission to re-file shall be granted only if the applicant can show a substantial change of circumstances or conditions from those existing at the time of such previous denial. A re-filed application shall be processed in the same way as a new application. (ZO § 20.150)

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Chapter 15 BUILDING AND DEVELOPMENT

15.48 Grading, Erosion and Sediment Control

Part 2. General Requirements

15.48.040 Grading.
No person shall do or permit to be done any grading in such a manner that quantities of dirt, soil, rock, debris or other material substantially in excess of natural levels are washed, eroded or otherwise moved from the site, except as specifically provided for by a permit. (Ord. 5056-B (part), 2000)

15.48.050 Water obstruction.
No person shall do or permit to be done any grading which may obstruct, impede or interfere with the natural flow of stormwaters, in such manner as to cause flooding where it would not otherwise occur, aggravate any existing flooding condition or cause accelerated erosion. This section applies whether such waters are unconfined upon the surface of the land or confined within land depressions or natural drainage ways, unimproved channels or watercourses, or improved ditches, channels or conduits. (Ord. 5056-B (part), 2000)

15.48.060 Grading permit required.
Except for the specific exemptions listed in Section 15.48.070, no person shall do or permit to be done any grading on any site in the unincorporated area of Placer County without a valid permit obtained from the director of public works. A permit shall also be required for the following:

A. Retaining walls which are over four feet in height; as measured from bottom of footing to top of the retained soil;

B. Any retaining walls that are subject to surcharge;

C. Private vehicular bridge;

D. Swimming pool fill operations whereby depth of fill for swimming pool construction exceeds four feet. (Ord. 5056-B (part), 2000)

15.48.070 Exemptions.
Unless in conflict with provisions of adopted general and/or specific plans, the following grading may be done without obtaining a permit. Exemption from the requirement of a permit shall not be deemed permission to violate any provision of this article.

A. Minor projects which have cuts or fills, each of which is less than four feet in vertical depth at its deepest point measured from the existing ground surface, and which meet all of the following criteria:

1. Less than two hundred fifty (250) cubic yards of graded material in a single area, within a two-year period. In calculating the graded material quantity, excavation material used as fill material will not be counted twice. (For example: one hundred twenty-five (125) cubic yards [C.Y.] of excavation material that is also placed as fill material would be calculated as one hundred twenty-five (125) cubic yards, not as 125 C.Y. + 125 C.Y. = 250 C.Y;

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R. SCOTT OWENS, District Attorney
JANE CRUE, Deputy District Attorney, Bar No. 210122
Public Integrity Unit
Placer County District Attorney's Office
10810 Justice Center Drive
Roseville, CA 85678
Phone: (916) 543-8000

FILED
Superior Court of California
County of Placer
AUG 02 2013
Jake Chatters
Executive Officer & Clerk
By: K. Hoofman, Deputy

SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF PLACER

THE PEOPLE OF THE STATE OF CALIFORNIA, Plaintiff, vs. CYNTHIA WEIDEMAN TSE and KELVIN A TSE, Defendants.	Case No.: MCV0059119 STIPULATED JUDGMENT FOR CIVIL PENALTIES AND OTHER RELIEF

Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA, having filed their complaint herein, R. SCOTT OWENS, District Attorney of Placer County, by and through JANE CRUE, Deputy District Attorney of Placer County, and Defendants CYNTHIA WEIDEMAN TSE and KELVIN A TSE hereby stipulate and consent to the entry of the Stipulated Judgment for Civil Penalties and Other Relief. This stipulation is entered into based in part on representations made and reaffirmed by these named Defendants herein, that certain penalty payments will be made according to the terms of the Stipulated Judgment. Upon the consent of the parties hereto, and it appearing to the court that there is good cause for the entry of this Stipulated Judgment,

IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. This court has jurisdiction of the subject matter of this action and each of the parties hereto.

RECEIVED
JUL 31 2013
Superior Court of California
County of Placer

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2. The provisions of this Stipulated Judgment are applicable to Defendants in regard to operations related to Defendants' residential property located at 5758 Avenida Robles, Granite Bay, California.

IT IS NOW, THEREFORE, AGREED AND STIPULATED that from the date of this agreement as follows:

A. Defendants agree to submit a complete re-vegetation plan for the restoration of a Wetlands Preservation Easement to the Placer County Development Review Committee (Planning Services Division) ("DRC") within fourteen (14) days of entry of Judgment. Defendants agree to begin implementation of said plan within thirty (30) days of approval by the DRC. Defendants agree to have plan completed to the satisfaction of the DRC within thirty (30) days after beginning implementation.

B. Defendants agree to remove the unlawfully installed six-foot high solid wood fencing along the Moss Lane property boundary and Open Space Lot JJ within thirty (30) days of entry of Judgment. Notwithstanding, if Defendants submit a timely application for a subdivision modification regarding the above referenced fence, the removal may be delayed until a final decision is made upon Defendants' application. If such modification is denied, Defendants agree to remove said fence within fourteen (14) days of such denial.

C. Defendants agree to submit a complete arborist report to the DRC which documents all oak trees 6" dbh or greater that have been cut and/or removed by Defendants either within Defendants' property boundaries or outside Defendants' property boundaries along Moss Lane within fourteen (14) days of entry of Judgment.

D. Defendants shall be penalized the sum of TEN THOUSAND DOLLARS ($10,000.00) to be paid as follows:

a) Defendants shall pay ONE THOUSAND DOLLARS ($1,000.00), on or before August 1, 2013, as civil penalties pursuant to Placer County Code section 1.24.010. This civil penalty amount shall be made by check made payable to the Placer County District Attorney.

b) In addition, Defendants shall make payment to a supplemental environmental program as follows:

Defendants shall pay the sum of FOUR THOUSAND DOLLARS ($4,000.00) on or before August 1, 2013, payable by check to Placer Land Trust.

c) All checks shall be sent to the Placer County District Attorney's Office, attention: Jane Crue, 10810 Justice Center Dr., Suite 240, Roseville, CA 95678.

E. FIVE THOUSAND DOLLARS ($5,000.00) of the civil penalties shall be stayed for a period of three (3) years from the date of entry of Judgment on the condition that Defendants comply with the agreed to terms of settlement contained in paragraphs A through D of this Stipulated Judgment. This stayed $5,000.00 portion of the civil penalties shall immediately be due and owed on this case if Defendants fail to comply with any of the above agreed to terms prior to the lifting of these penalties. Nothing in this agreement shall preclude any additional enforcement for new violations occurring after entry of Judgment. If all terms of this Stipulated Judgment are complied with, then the stayed penalties shall be permanently lifted.

F. Defendants shall pay the costs of investigation in the amounts and according to the schedule set forth below:

a) THREE THOUSAND THREE HUNDRED ELEVEN DOLLARS AND FORTY CENTS ($3,311.40) to the Placer County Planning Services Division for their costs of investigation on or before August 1, 2013.

G. Entry is authorized immediately upon filing.

Dated: 7-21-13

By: _____
KELVIN A. TSE

Dated: 7-21-13

By: _____
CYNTHIA WEIDERMAN TSE

Approved as to form and content:

Dated: 7/27/13

LAW OFFICE OF GALATIBLEK LLP.

By: _____
SCOTT GALATI
ATTORNEY FOR DEFENDANTS

R. SCOTT OWENS
PLACER COUNTY DISTRICT ATTORNEY

Dated: 7/31/13

By: _____
JANE CRUE
DEPUTY DISTRICT ATTORNEY

IT IS ORDERED, ADJUDGED AND DECREED.

~~Dated this ____ day of July, 2013.~~

AUG 2 2013

Alan Pineschi
JUDGE OF THE SUPERIOR COURT

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cc: EJ Valdi
Jennifer Burns
9/31/14

July 28, 2014

Placer County Planning Commissioners
Community Development Resource Center
3091 County Center Drive
Auburn, CA 95603
Richard Roccucci-Planning Commissioner, District 1
Ken Denio-Planning Commissioner, District 2
Richard Johnson-Planning Commissioner, District 3
Jeffrey Moss-Planning Commissioner, District 4
Miner (Mickey) Gray-Planning Commissioner, District 5
Larry Sevison-Planning Commissioner At-Large East of Sierra Crest
Wayne Nader-Planning Commissioner At-Large West of Sierra Crest

RE: File Number: PSM-20130233-BOS4-MAJ274
Moss Lane Homeowners v/s Kelvin and Cynthia Tse (owners of Lot 11 – The Boulders Subdivision – Granite Bay, CA)

Gentlemen:

As stated in the letter dated 9/17/13 addressed to Mr. E. J. Valdi (copy attached) my husband Andy and I, are long time Moss Lane residents; it is our understanding a tentative meeting is currently scheduled for 8/14/14 at 10:00 a.m. to discuss Kelvin and Cynthia Tse's request for approval of a modification to the existing 30 foot set back along Moss Lane, reducing it to a 10 foot set back accommodating where they placed their landscaping, outside improvements and fences; the general consensus among Moss Lane homeowners, including Andy and myself, is to oppose that request.

The Tses' were sent several written notifications from the Planning Commission in regards to numerous violations, yet continued making improvements using do what I want, ask for permission later tactics leaning toward a blatant disregard for protocols established to protect the general public; their actions do not justify their means or merit modification approvals to solve problems they simply created themselves.

Moss Lane homeowners have donated time and money trying to protect our rights and the natural beauty enjoyed in this neighborhood; hopefully Tse's lot conditions and modification requests will not be approved, establishing precedence so other property owners who may be contemplating similar improvements will not follow Tse's lead or think protected eco-system lands are for the taking.

Andy and I are unable to attend the meeting set for August therefore I am sending this written opposition to Tse's request for a modified set back along Moss Lane. Furthermore I request the Tse's be required to move landscaping and solid wood fencing back behind the existing 30 foot set back, to replace the fencing with a non-solid fence not exceeding 6 feet in height as was outlined in the Boulders Subdivision Map. In addition, the landscaping and solid wood fence along the north side of their property should also be moved and replaced with a non-solid fence, not exceeding 6 feet in height; also, the original planked fence they destroyed surrounding the protected eco-system on Lot JJ (land never intended for personal use), should be rebuilt and all of it paid for at their own expense.

Thank you,
Denice French
5720 Moss Lane
Granite Bay, CA 95746

September 17, 2013

Planning Commission-Placer County
3091 County Center Drive
Auburn, CA 95603
Attn: EJ Ivaldi-Planning Director
File Number: PSM-20130233
RE: Moss Lane Homeowners v/s Kelvin and Cynthia Tse (owners of Lot 11 – The Boulders Subdivision – Granite Bay, CA)

Mr. Ivaldi,

My husband and I have owned our home located on Moss Lane in Granite Bay for twenty eight years. We love the country lane appeal, beautiful rural surroundings, the lush blackberry bushes, hundreds of oak trees and granite outcroppings, the meandering creek and ponds that attract an array of water foul and other wild life who forage in the area, as do our neighbors.

Years ago, when we learned the developers of The Boulders were planning to surround their subdivision with a solid fence very similar to what currently surrounds Los Lagos, which would also run alongside Moss Lane, we were opposed, as were several other Moss Lane homeowners who voted against that type of fencing to protect the natural environment and to leave open access for the wildlife; Placer County Planning Commission agreed by denying approval of any solid fencing and required the subdivision map and CCR'S contain verbiage that no solid fences are allowed, and designating a thirty (30) foot setback easement at The Boulders property line along Moss Lane, prohibiting anyone living in that subdivision from using Moss Lane for access to their property.

In May 2012, the home built on lot 11 (unoccupied since completion) appeared to have finally been purchased; the new owners were using goats to clear overgrown weeds and neglected landscaping. The electric fence used to contain those goats had been set up within a couple of feet of Moss Lane pavement and on Moss Lane property. I contacted the property management company, hired by Los Lagos Association's Board to maintain common areas within and around The Boulders perimeter, and spoke with John Adair whom I'd spoken to a few years earlier about several trees that had fallen onto our property along Moss Lane from The Boulders side during a storm, and expressed concern over the current encroachment situation by the owners of lot 11; the goats being set up beyond the Planning Commission's approved planked wooden fence and the thirty (30) foot setback easement and whether the new owners were aware of the protected wetland area located between his lot and neighboring lot 12. Mr. Adair talked to Kelvin Tse (owner of lot 11) and called me back stating Mr. Tse promised the goats would be kept out of the wetland area, the electric fence would be moved and that he'd thought choosing an environmentally safe alternative for clearing his property was best for the neighborhood. That sounded good but Mr. Tse continued to keep those goats set up on Moss Lane property till they'd eaten all the natural vegetation down to the dirt and

afterwards moved them to the protected wetland area, prompting another call from me to Mr. Adair.

In turn Mr. Adair called Mr. Tse again, who continued to deny any wrong doing and suggested I might be confusing the common area with the protected wetland area; I had a plat map in front of me and knew the difference and believed Mr. Adair may have been confused while talking to Mr. Tse. The conversation ended however, with Mr. Adair telling me his company was not hired to enforce the CCR'S but he would contact someone at Los Lagos Association's Board and get back to me. He eventually left me a message stating this problem was between Moss Lane residents and Mr. Tse.

Shorty thereafter, Mr. Tse started constructing a swimming pool and decking in his back yard and for several weeks allowed a pool company to use Moss Lane for access, making it difficult for residents to come and go at times, without having to move to the shoulder when trying to pass three large pool company trucks parked half onto Moss Lane and half onto Moss Lane property (Moss Lane is a narrow, winding road alongside a ditch, deep sloped shoulders with oak trees growing close to the pavement where they parked); the trucks and being forced to drive over the pavements shoulder contributed to some damage to the shoulder and pavement edges while the pool company trucks leaked engine fluid, oil and white powdery substances that eventually drained into a ditch naturally flowing into the creek. One day I rolled down my car window and informed one of the pool crew, who was washing some kind of chalky substance off his sprayer hose and truck onto the road, that Moss Lane was not an access for The Boulders; he said the owner of lot 11 gave them permission and I'd have to speak with the pool company's owner who at that time was too busy to talk. He also said he knew his boss would likely tell me the trucks would stay put till the job was finished anyway and that's when I asked him to tell his boss and the owner of lot 11 that the Sheriff's Department would make them move if they didn't move on their own and I'd make that call if they didn't stop parking there. The next day the pool owner waved me to a stop and said they'd be finished that same day, even if it took all night and they were gone by the next morning.

A few days later, Mr. Tse removed the planked wooden subdivision fence as well as a portion of barbed wire fencing running behind his lot along Moss Lane that had likely been there since Moss Lane became a paved road, and hired a landscape company to plant approximately twenty (20) redwood trees encroaching the thirty (30) foot setback easement; a few days after that he started constructing a solid wood fence behind those redwood trees and then hired someone to install another barbed wire fence up against his solid wood fence where the original barbed wire fence had been. A few days later, Mr. Tse either hired someone to cut down and limb up trees growing on Moss Lane property or did it himself, I don't know which, then ran a plastic black drainage pipe on top of the ground, through a cut whole in the fence to drain water away from his property into the same ditch running along Moss Lane, over Moss Lane property and again, flowing into the creek.

I spoke to Mr. Adair one last time, attempting to gain his help and to let him know what had been going on at lot 11 since our last conversation, unaware that other Moss Lane

residents had spoken directly with Mr. Tse about his fence encroaching the thirty (30) foot set back easement, requesting he stop. During the conversation, Mr. Adair relayed to me that Mr. Tse claimed his solid wood fence was a "temporary dog run" and that Mr. Tse had requested my phone number to talk directly to me about my concerns which seemed to impress Mr. Adair, as he told me he thought Mr. Tse was a reasonable man and that I should try to work out these issues with him directly. I did not give John Adair permission for my phone number to be given to Mr. Tse and never had a direct conversation with Mr. Tse, nor did I ever contact Mr. Adair again about any of my concerns as it proved to be a waste of my time.

A short time after that, Mr. Tse extended his solid fence up the side of his house after removing the planked wooden fence that also surrounded the protected wetland area, hired a company to grade and trench the wetland, installed a large culvert pipe and then allowed other construction crews to use the wetland area for parking, cement mixing and painting while his entrance gate was being built; he then planted a dozen more redwood trees between the wetland area and the fence he'd extended up the side of his house. Several days later I was stopped by a neighbor who told me several other Moss Lane residents had begun to express concerns about Mr. Tse's fence and misuse of our road and asked if my husband and I would attend a neighborhood meeting to discuss our options for protecting the road and preventing Mr. Tse from continuing to ignore the thirty (30) foot set back easement and no solid fence ruling; eventually we decided it wise to hire an attorney and to discuss these issues with the Placer County Planning Department in Auburn, CA. We also involved the District Attorney's Office who has since filed a Civil Suit against Kelvin and Cynthia Tse, Case Number MCV0059119 and stipulated a judgment with multiple fines, wetland restoration requirements, submittal of an arborist's report, fence removal and other stipulations pending the outcome of a Planning Commission hearing in Auburn, CA scheduled for October 24, 2013 which my husband and I plan to attend in opposition to Mr. Tse's request that the County grant him permission to move his solid fence back ten (10) feet from his property line, instead of to the existing thirty (30) foot set back requirement that applies to everyone else owning property in that subdivision. We'd prefer he be forced to accept and abide by existing set back(s) and to remove his solid fence altogether, finding a non-solid fence alternative.

I am also writing this to document a timeline and indirect communication with Mr. Tse who all along has seemed disingenuous about his intentions, acted like the rules don't apply to him and shown a total disregard for the residents of Moss Lane. My husband and I adamantly oppose another of Mr. Tse's requests for the wetland preserve to be removed from his parcel and given back to the County as he has single handedly destroyed that preserved wetland, unethically ignored rulings established long before he bought his property and pushed forward after receiving multiple letters from Placer County Planning instructing him to cease and desist, taking the full speed ahead approach at every red light over the past year.

Some of the natural beauty on Moss Lane has been taken and the residents there have come together in an effort to protect that beauty from the Mr. Tse's of the world that move in, and then destroy it. Hopefully together, we can continue to protect that beauty for many more years to come.

Sincerely,
Denice French
5720 Moss Lane
Granite Bay, CA 95746

RECEIVED
OCT 1 2013
PLANNING DEPT.

10/1/2013

Placer County Planning Commissioners
3091 Placer County Center Drive
Auburn, CA 95603
File #: PSM-20130233

To Whom it May Concern,

We are writing this letter in opposition to the modifications made by Mr. & Mrs. Tse. to Lot 11 in the "Boulders" subdivision which backs up to our Moss Oaks community accessed by Moss Lane in Granite Bay.

As a resident of the Moss Oaks community since 1998, it was quite alarming for my family and I to see the owners (Tse's) of a home that backs up to our rural community have such disrespect for the environment, the local habitat, and the neighborhood in general. We moved to Moss Oaks because of its open spaces, abundant wildlife, relaxed atmosphere, kind neighbors, and large lots. To have all this and still be close to schools and good restaurants was a dream come true for us.

In the handful of months the Tse's have lived here, they have had a negative impact on our way of life. They seem to be only interested in what they deem to be best for them. Upon moving in, they decided to build a pool in their back yard which is close to our road. Instead of using their access, they brought in trucks and heavy equipment, and parked on our narrow road forcing delays and possibly damaging the slurry coat.

I thought it was an odd place to build a pool because of a lack of privacy, but that did not deter the Tse's. Once the pool was complete, they constructed a solid wood fence the length of their property line and just feet from our road. The fence was not adequately set back from our road, nor was it of similar type construction to those surrounding it, and it was much higher than the rest of the fences that border our community. The fence is a terrible eye sore that we see daily, and does not allow for wildlife to freely navigate in their natural habitat.

We then learned the Tse's had bought the property knowing they had a "wetland" area that was not to be disturbed because of its value to the ecosystem. They knowing ruined that area by ripping it out with earthmoving equipment, and installed a large culvert in an effort to drain the water into our community and road area. They did this despite being told explicitly not to do so by the Placer County. I understand this issue is being addressed by the county (case # MCV0059119), but it further illustrates the Tse's complete disregard for the environment, habitat, and residents of our community.

If the fence is allowed to stay in its current state, or even with the current minimal setback from our road, it will create a precedence for any current or future neighbor

bordering our community to construct a fence similar to the ones the Ts's have constructed. This would be inconsistent with the vision of those responsible for developing both our communities, and would undermine the efforts of those responsible people at Placer County who understood the importance of the existing requirements.

The CC&R's established in their community were put in place for a reason, and the Tse's purchased their home with those existing conditions firmly in place. As a result, they should be held to the requirements they agreed to when taking ownership of their home.

Their blatant disregard for those requirements should not go unpunished and they definitely should not be rewarded with a reduction in setback to the existing requirements. They should be forced to uphold the conditions they agreed to when buying their property. Not doing so encourages malicious behavior, is detrimental to the local habitat, and negatively impacts those residents who have lived here for decades before them.

Thank you for your help in resolving this matter.

Kirk Hamburg Jennifer Hamburg

The Hamburg Family- Kirk, Jennifer, Gabrielle, and Cassidy

Cassidy Hamburg

Gary Parry