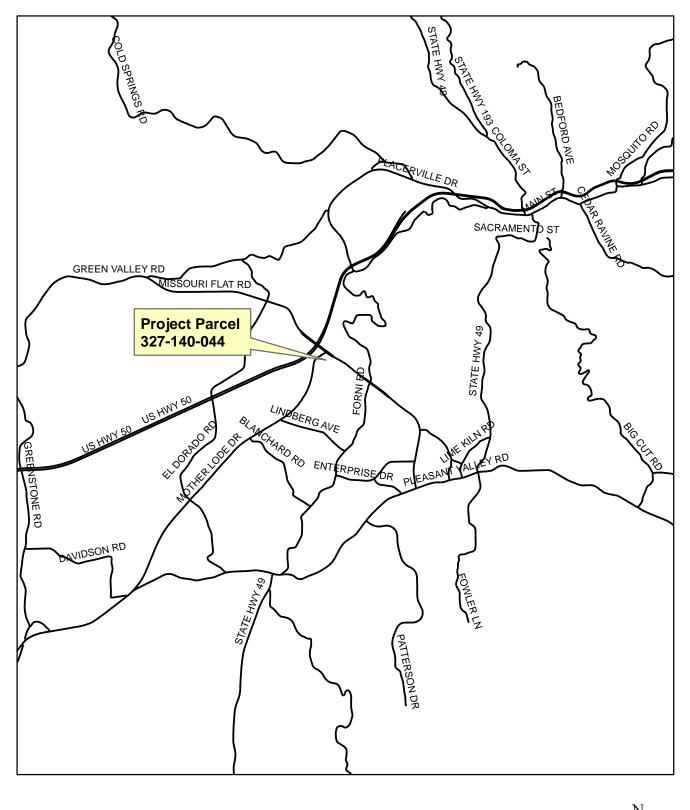
# P24-0002/Green Leaf Drive Exhibit A - Location Map



2.4 Miles

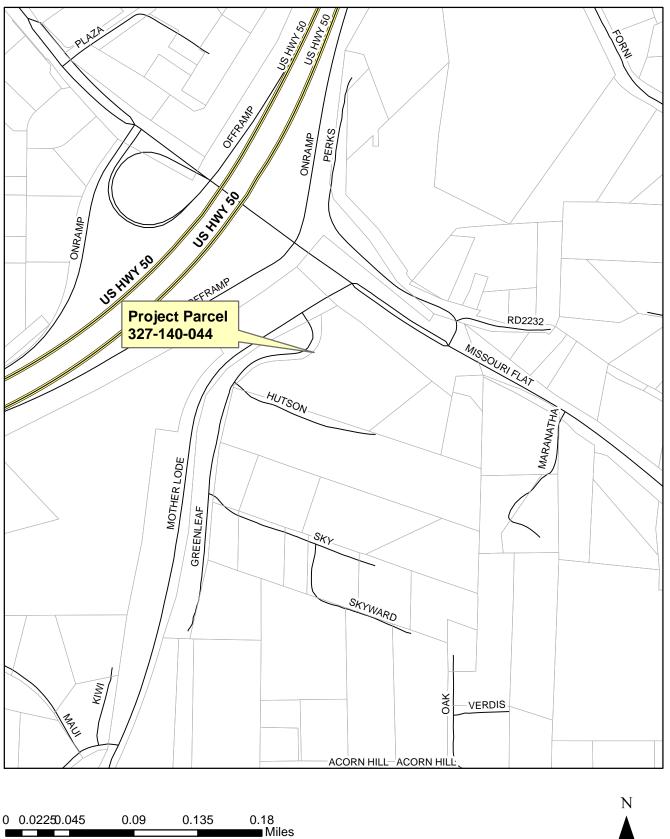
0.3 0.6

1.2

1.8

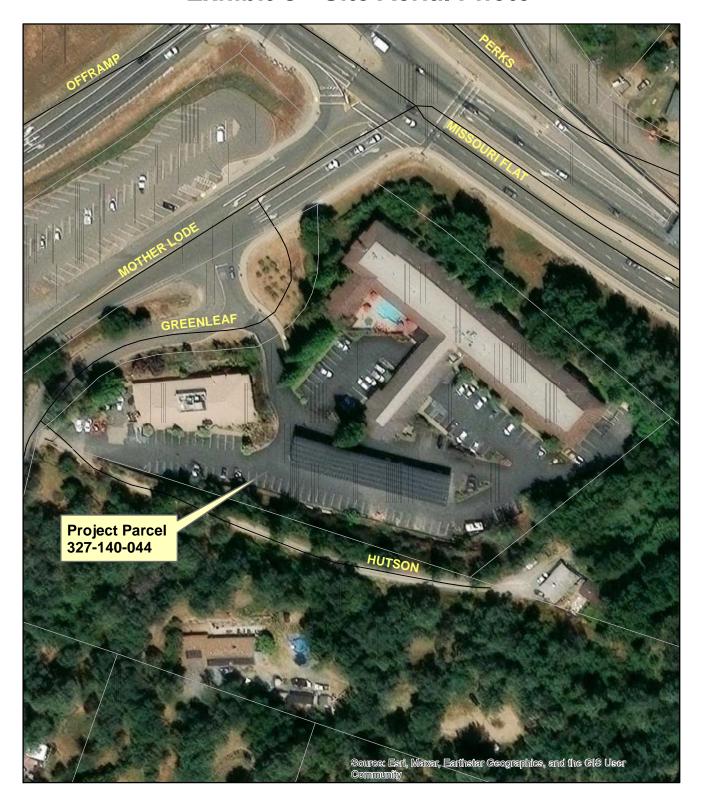


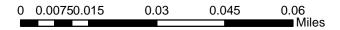
#### P24-0002/Green Leaf Drive **Exhibit B - Vicinity Map**





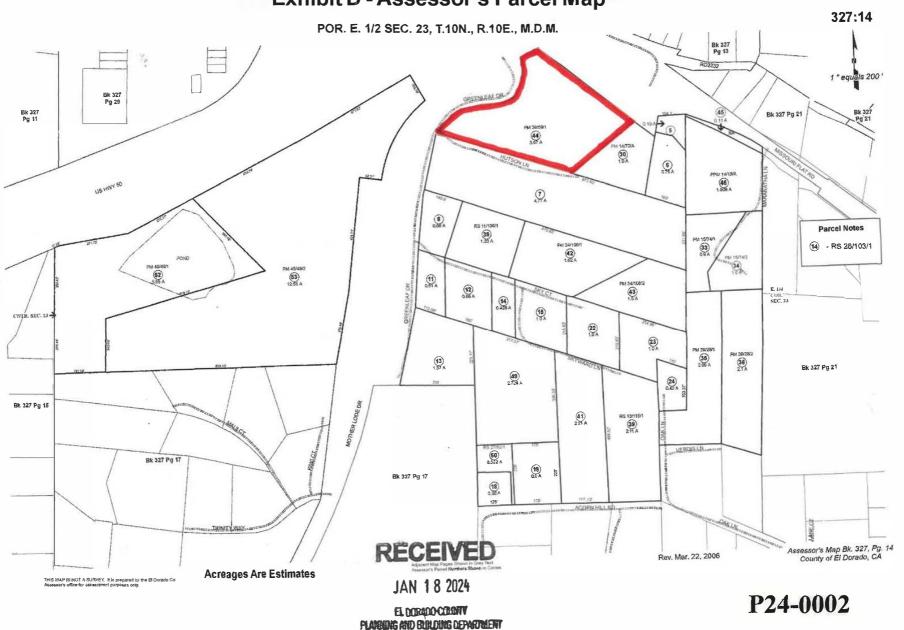
## P24-0002/Green Leaf Drive Exhibit C - Site Aerial Photo



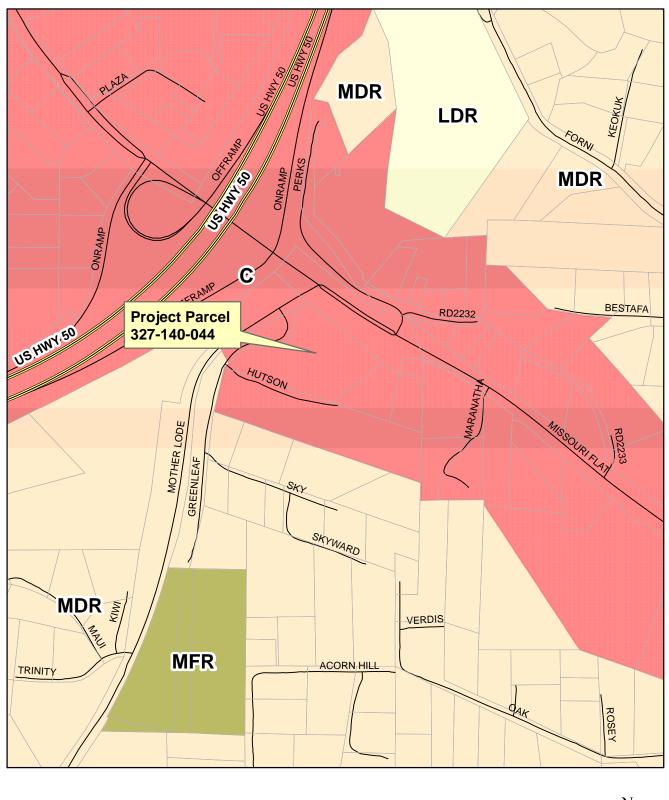




#### P24-0002/Green Leaf Drive Exhibit D - Assessor's Parcel Map



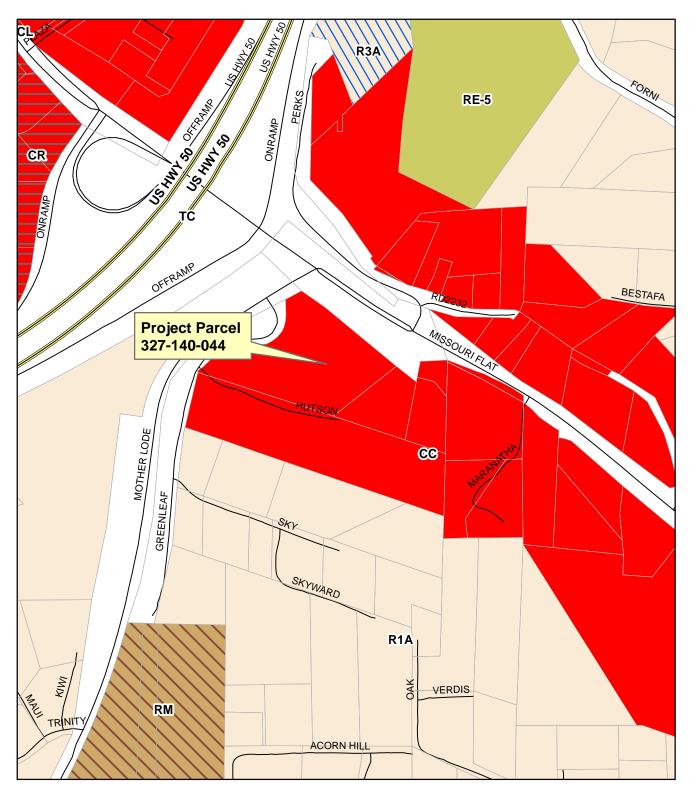
# P24-0002/Green Leaf Drive Exhibit E - General Plan Land Use Map





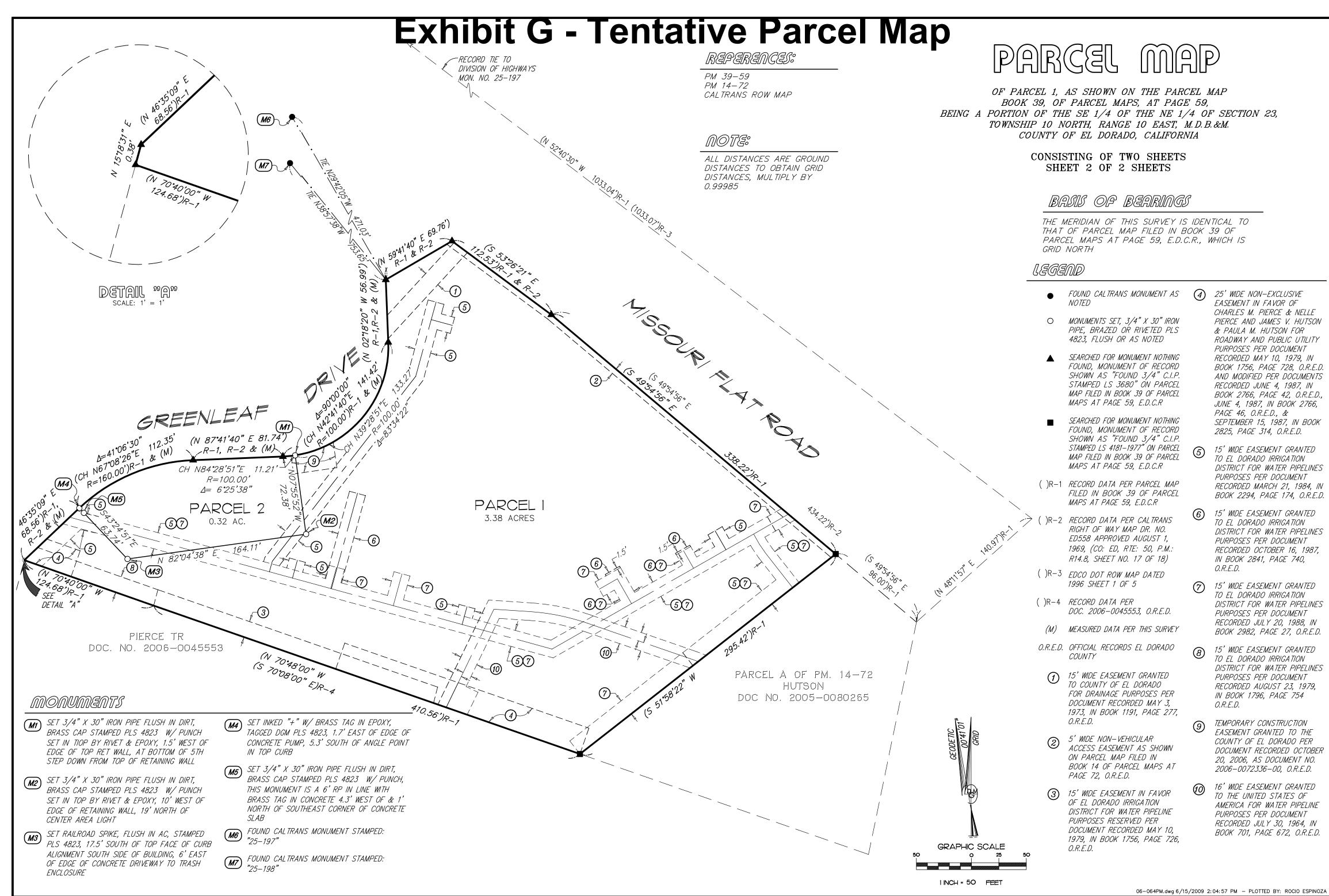


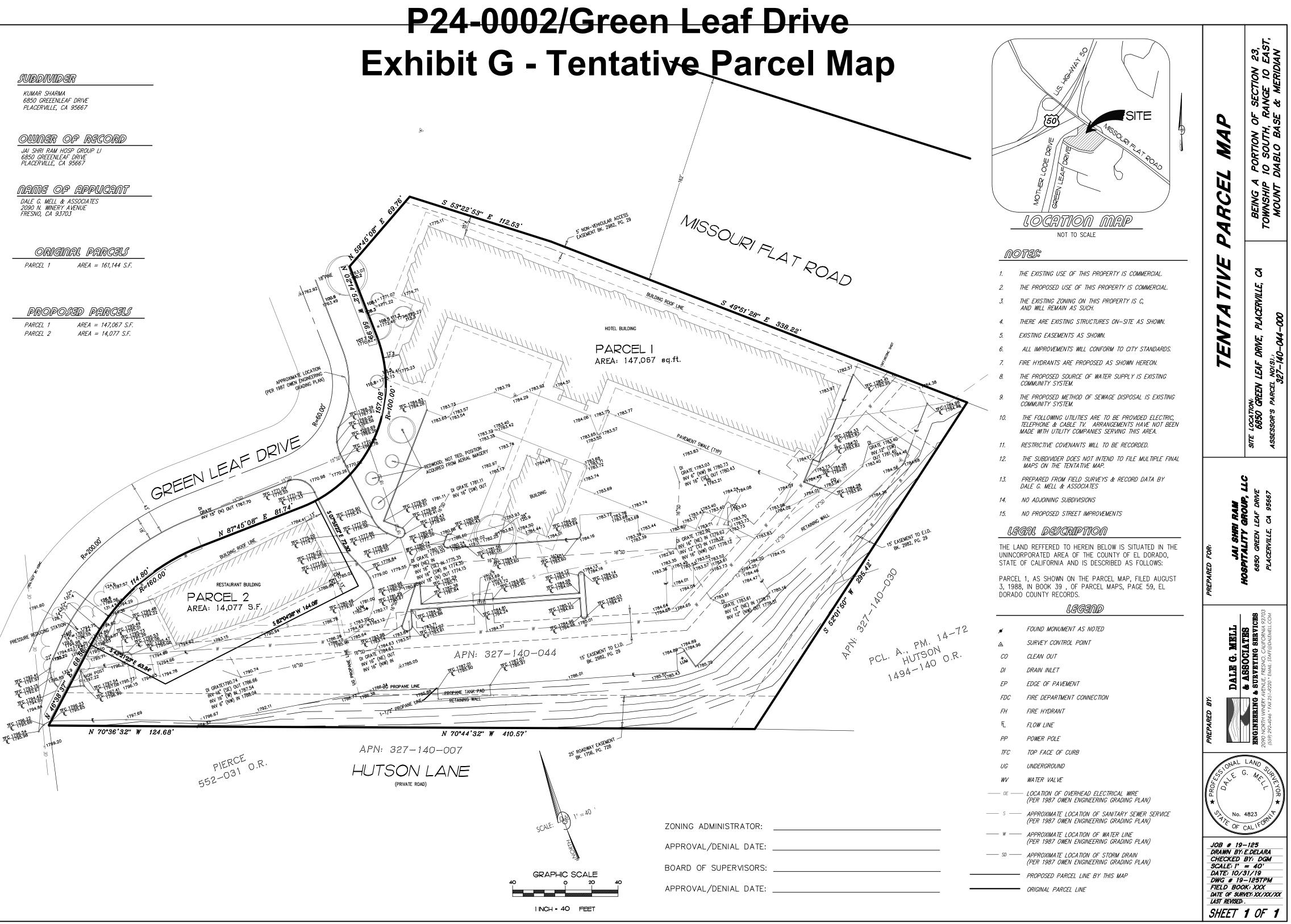
# P24-0002/Green Leaf Drive Exhibit F - Zoning Map





#### P24-0002/Green Leaf Drive





When Recorded Mail To:

El Dorado County 2850 Fairlane Court Placerville, CA 95667

NO FEE - GOVERNMENT CODE 6103

EL DORADO COUNTY
Planning and Building Department

STATEMENT OF COVENANTS AFFECTING LAND DEVELOPMENT TO CREATE MUTUAL EASEMENTS AND RECIPROCAL USES FOR PARCEL MAP NO. P24-0002 P24-0002/GREEN LEAF DRIVE

EXHIBIT H - DRAFT CC&Rs

Statement of Covenants Affecting Land Development Parcel Map No. P24-0002

Page 2

WHEREAS, Jai Shari Ram Hospitality Group, LLC, hereinafter referred to as "Covenantor," is the owner of the real property situated in the City of El Dorado County, County of El Dorado County, State of California, hereinafter referred to as the "Subject Property" and more particularly described in

Exhibit 'A'; and:

WHEREAS, Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument and that all such

instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

WHEREAS, Covenantor has developed, or intends to develop the Subject Property with

buildings, structure, parking and parking areas, driveways, driveway approaches, landscaping,

landscape irrigation, water for domestic and fire protection purposes, sanitary sewer disposal, gas,

electric, tele-communication services, solid waste facilities, storm water drainage, emergency

accesses, required walls/fences and other requirements in accordance with the approved Special

Permit application designated as Site Plan Review No. S-XX-XX and any amendments thereto,

hereinafter referred to as "Special Permit," in such a manner that each parcel of the Subject Property

will be compelled to use portions of other parcels of the Subject Property; and

WHEREAS, the City of El Dorado County is unable to find that Parcel Map No. 20XX-XX is in

substantial compliance with the Conditions of Approval for Tentative Parcel Map No. P24-0002

dated XX-XX-("Tentative Map") until the Covenantor provides assurances that such improvements

and buildings will be constructed and maintained in compliance with the conditions of approval of the

Special Permit, Tentative Map, the California Building Code and the El Dorado County Municipal

Code.

COVENANTS, CONDITIONS AND RESTRICTIONS

In consideration of the approval and recording of said Parcel Map by El Dorado County, Covenantor

hereby covenants that the Subject Property shall be held, conveyed, encumbered, used, occupied,

developed, maintained, and improved subject to the following covenants, conditions, and restrictions,

Statement of Covenants Affecting Land Development Parcel Map No. P24-0002 Page 3

which are for the purpose of enhancing attractiveness, usefulness, value, and desirability of the Subject Property, the surrounding property, and the public at large and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Statement shall run with the Subject Property and shall be binding upon and inure to the benefit of each successive owner of the Subject Property and his or her heirs, successors, and assigns.

- 1. Each parcel of the Subject Property shall be developed and used in such a manner as to enable reciprocal cross access between and among the parcels as approved by 🗄 Dorado County in the Special Permit, regardless of whether the parcels of the Subject Property are owned or leased by the same or different persons for the following purposes:
  - a. Pedestrian and vehicular ingress and egress;
  - b. Shared parking;
  - c. Drainage for storm water and storm water facilities;
  - All utilities (including but not limited to gas, electricity, water, fire suppression systems, sanitary sewer, tele-communications, etc.);
  - e. Access to all buildings and areas for emergency services;
  - f. Landscaping; walls/fences; solid waste facilities; and
  - g. Any additional uses pursuant to amendments to the Special Permit approved
     by the City.
- 2. A parking area or parking spaces that comply with the requirements of the El Dorado County Municipal Code shall be provided for each facility constructed on the Subject Property. A parking area or parking spaces provided for one facility shall not satisfy, in whole or in part, the parking requirements for any other facility constructed on the Subject Property in accordance with the El Dorado County Municipal Code.
  - 3. Mutual easements appurtenant are hereby created and apply to each parcel of the

Statement of Covenants Affecting Land Development Parcel Map No. P24-0002
Page 4

Subject Property as a burden and benefit, to satisfy the need for cross access.

- 4. Any buildings or structures constructed on any parcel of the Subject Property must comply with the prevailing California Building Code.
- 5. Covenantor shall maintain all landscaping within the limits of the Subject Property in full compliance with all applicable provisions of the El Dorado County Municipal Code.
- 6. Covenantor and Covenantor's successor and assigns shall repair and maintain all components of the fire suppression water system installed on the Subject Property including but not limited to those components relating to the underground water supply for the fire suppression system in full compliance with all applicable federal and state laws and the El Dorado County Municipal Code.
- 7. Covenantor shall maintain and repair the improvements and buildings, in such a manner that will not limit or impair such mutual non-exclusive uses across parcel lines within the Subject Property, in compliance with the approved Special Permit, Tentative Map, the California Building Code and the El Dorado County Municipal Code.
- 8. The cost of maintenance and repair of improvements, utility charges which are not separately metered and billed (including but not limited to charges for sewer, water, solid waste collection, gas, electric and tele-communication service), shall be the responsibility of the Covenantor, and Covenantor's successors and assigns unless otherwise agreed between the property owners of each parcel of the Subject Property by written agreement.
- 9. At such time as the Covenantor or subsequent owner(s) sells or transfers any parcel of the Subject Property, then the Covenantor or subsequent owner who sells or transfers such parcel, shall be released, effective as of the date of such transfer and only with respect to the parcel so transferred from the performance of the covenants and obligations herein contained, and the Covenantor or subsequent owner shall disclose this Statement to the buyer and shall transfer or

Statement of Covenants Affecting Land Development Parcel Map No. P24-0002 Page 5

convey title to such parcel subject to the terms of this Statement.

10. The conditions of this Statement are intended to benefit the public and public properties as well as properties appurtenant. Failure to comply with the terms of this Statement may result in the revocation of the Certificate of Occupancy or Special Permit by the City for use of any Parcel of the Subject property involved. Accordingly, the City of El Dorado County shall have the right to enforce this Statement by any legal or equitable means.

11. Each of the covenants, conditions, and restrictions contained in this Statement shall run with the Subject Property and shall be binding on each successive owner of the Subject Property, his heirs, representatives, successors, and assigns.

12. In the event that litigation is instituted to enforce or interpret any provision of this Statement, the parties agree that the prevailing party shall be paid reasonable attorney's fees, costs and litigation expenses.

13. The conditions and obligations of this Statement shall remain in full force and effect until such time as the Planning and Development Director of the City of El Dorado County issues a written release of such conditions and obligations and records such release with the El Dorado County County Recorder.

14. The provisions of this Statement shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Whenever the context of the Statement so requires, in interpreting this Statement, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

\* \* \* \*

Statement of Covenants Affecting Land Development Parcel Map No. P24-0002 Page 6	
DATED:	
EL DORADO COUNTY,	Jai Shri Ram
Planning and Building Department Department	Hospitality Group, LLC
By:	Ву:
xxxxx, Director	
APPROVED AS TO FORM:	
xxxx County Attorney	
By:	
xxxxx  Deputy County Attorney	
	(Attach Notary Acknowledgments)
Date:	

**COVENANTOR** 

#### **COUNTY'S CERTIFICATION**

STATE OF CALIFORNIA )
COUNTY OF EL DORADO )

On \_\_\_\_\_\_\_, before me, \_\_\_\_\_\_\_, proved
to me on the basis of satisfactory evidence, to be the persons(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument(s) the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal

County of El Dorado

By: \_\_\_\_\_\_\_

K:MAPSIARCEL MAPSIACTIVEIPM 2008-19ISUB DOCSIPM 2008-19 PLANNED DEV COV FOR RECIPROCAL USES V08-12-16.DOC

DEPUTY

#### **SUBORDINATION**

The undersigned as holder of the beneficial i	interest in and under that certain Deed of Trust
recorded on	, in the office of the El Dorado County
	of which the Deed of Trust
n, by and between:	as
	, as
Beneficiary, hereby expressly subordinates said	Deed of Trust and its beneficial interest thereto to
the foregoing Statement of Covenants Affecting La	and Development to Create Mutual Easements and
Reciprocal Uses for Parcel Map No. P24-0002	
DATED:	
	BENEFICIARY
	By:
	By:

(Beneficiary to print/type document info, Name and Title; and attach Notary Acknowledgment)