

10/12/2017

Edcgov.us Mail - Fwd: Southpointe Owners Association; Tentative Subdivision Map TM16-1529/Southpointe Meadows



PC 10/26/17  
#3  
Charlene Tim <charlene.tim@edcgov.us>  
7 pages

**Fwd: Southpointe Owners Association; Tentative Subdivision Map TM16-1529/Southpointe Meadows**

Planning Department <planning@edcgov.us>  
To: Charlene Tim <charlene.tim@edcgov.us>

Wed, Oct 11, 2017 at 2:00 PM

----- Forwarded message -----

From: **Richard V. DeGruccio** <rdegruccio@angius-terry.com>  
Date: Wed, Oct 11, 2017 at 12:19 PM  
Subject: Southpointe Owners Association; Tentative Subdivision Map TM16-1529/Southpointe Meadows  
To: "planning@edcgov.us" <planning@edcgov.us>, "bosone@edcgov.us" <bosone@edcgov.us>

Dear Planning Commission:

Attached is a letter on behalf of Southpointe Owners Association with regard to the Public Hearing scheduled for October 26, 2017 to consider Tentative Subdivision Map TM16-1529/Southpointe Meadows. Please take into consideration this letter and the concerns of Southpointe Owners Association, including the obligations of the owners of the Southpointe Meadows property as a member of Southpointe Owners Association. Representatives for and from the Association will also be present at the Public Hearing.

A copy of this email and letter are also being sent to Supervisor John Hidahl for his consideration and assistance.

Sincerely yours,



**Richard V. De Gruccio | Attorney**

**ANGIUS & TERRY LLP**

3001 Lava Ridge Court, Suite 130 | Roseville, CA 95661

Phone: 916-567-1400 | Fax: 916-567-1401

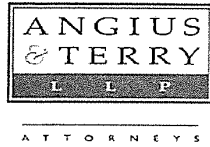
CONFIDENTIALITY NOTICE. This communication contains information which (a) may be legally privileged, proprietary in nature, or otherwise protected by law from disclosure, and (b) is intended only for the use of the addressee/s named. If you are not the addressee, or the person responsible for delivering this to the addressee/s, you are hereby notified that reading, copying, or distributing this communication is prohibited. If you have received this communication in error, please notify the sender immediately by calling (800) 680-4001. Thank you.

10/12/2017

Edcgov.us Mail - Fwd: Southpointe Owners Association; Tentative Subdivision Map TM16-1529/Southpointe Meadows



**171011 Letter to Planning Commission\_Southpointe Meadows.pdf**  
1983K



PAUL P. TERRY, JR.  
BRADLEY J. EPSTEIN  
JULIE M. MOUSER  
ZER IYER  
SAM Y. CHON  
SCOTT P. KELSEY<sup>1</sup>  
SUSANA C. CENDEJAS  
TROY R. DICKERSON<sup>1</sup>  
MARY CATHERINE GARCIA  
RICHARD V. DE GRUCCIO  
JORDAN O'BRIEN  
DAVID M. BRAY<sup>1</sup>  
SCOTT M. GROSS<sup>2</sup>  
ANNE T. ACUÑA  
ROSALIND D. OLSON  
MICHAEL McKELLEB<sup>1</sup>  
GARY H. GALE  
LANCE R. STEWART  
DAVID M. MILTON<sup>2</sup>  
ANTHONY W. daFONSECA<sup>2</sup>

*Of Counsel*  
DANIEL E. ANGIUS  
MICHAEL HARDY

<sup>1</sup> Admitted in Nevada only

<sup>2</sup> Admitted in Florida only

3001 Lava Ridge Court  
Suite 130  
Roseville, CA 95661  
Telephone 916-567-1400  
Fax 916-567-1401  
www.angius-terry.com

Roseville, CA  
Manteca, CA  
Newport Beach, CA  
Las Vegas, NV  
Palm Harbor, FL  
Orlando, FL

Sent via email ([planning@edcgov.us](mailto:planning@edcgov.us)) and First Class Mail

October 11, 2017

County of El Dorado  
Planning and Building Department  
2850 Fairlane Court  
Placerville, CA 95667

Re: Tentative Subdivision Map TM16-1529/Southpointe Meadows

Dear Planning Commission:

Our office represents the Southpointe Owners Association. We hereby submit this letter to be considered at the public hearing on October 26, 2017, at 8:30 a.m., regarding the Tentative Subdivision Map TM16-1529/Southpointe Meadows (the "Subject Property").

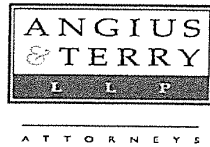
All properties within the Southpointe Owners Association are subject to the "Declaration of Covenants, Conditions and Restrictions for Southpointe" and each subsequent six amendments thereto (collectively, the "CC&Rs"), including the Subject Property.

The CC&Rs were recorded in the Official Records of El Dorado County, as follows:

- Document 79452 in Book 3928, Page 501, on December 18, 1992;
- Instrument No. 004935 in Book 4624, Page 572, on January 19, 1996;
- Document 2002-0089952-00 on November 19, 2002;
- Document 2008-0045625-00 on September 17, 2008;
- Document 2010-0001324-00 on January 11, 2010; and
- Document 2012-0032779-00 on July 5, 2012.

Furthermore, the Subject Property was annexed into the Southpointe Owners Association pursuant to the "Declaration of Consent to Annexation of Southpointe Meadows pursuant to the Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Southpointe," as recorded in the Official Records of El Dorado County in Document 2016-0020609-00 on May 12, 2016.

Southpointe Owners Association objects to the approval of any subdivision of the Subject Property in as much as any tentative subdivision map is inconsistent with or contrary to any provision of the Southpointe Owners Association's CC&Rs. Without waiving any other applicable provision of the CC&Rs, the Subject Property "may be



County of El Dorado  
Planning and Building Department  
Re: Tentative Subdivision Map TM16-1529/Southpointe Meadows  
October 11, 2017  
Page 2

divided into no more than 7 Lots” and

Prior to commencing any work related to further development of any portion of the Annexed Property, the owner of such parcel shall enter into and comply with a Developer Agreement with the Association substantially in the form and content, as applicable, attached as Exhibit “C” [a copy of which is attached herewith].

(Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Southpointe, Sections 2(a)(v) and 2(c).)

Southpointe Owners Associations respectfully requests that any and all tentative or final subdivision maps specify that the Subject Property shall be made subject to the CC&Rs and that, prior to the approval of any such subdivision maps, the petitioners/owners for the Subject Property enter into and comply with the Developer Agreement.

Your anticipated attention and consideration to this letter and request are appreciated.

Very truly yours,  
ANGIUS & TERRY LLP

Richard V. De Gruccio

Enclosure

cc: Supervisor John Hidahl  
Placerville Office  
330 Fair Lane  
Placerville, CA 95667  
bosone@edcgov.us

CNA Engineering  
2575 Valley Road  
Sacramento, CA 95821

Southpointe Owners Association, Board of Directors

032779

EXHIBIT "C"

DEVELOPER AGREEMENT

This Developer Agreement ("Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_ ("Effective Date") by and between the Southpointe Owners Association, a California nonprofit mutual benefit corporation (the "Association") and \_\_\_\_\_ ("Developer") for the purpose of governing the development of the real property located in El Dorado County as set forth herein.

Recitals

- A. Whereas, Developer is the owner of certain real property located at \_\_\_\_\_ consisting of \_\_\_\_\_ acres (+/-) ("the Property"). Developer intends to develop the Property into \_\_\_\_\_ residential Lots ranging from size \_\_\_\_\_ to \_\_\_\_\_ and [describe improvements] ("the Improvements").
- B. The Association has been incorporated under the laws of the State of California for the purpose of exercising the powers and functions as set forth in the Declaration of Covenants, Conditions, and Restrictions for Southpointe, as amended from time to time (CC&Rs) The Association is the owner of all the common area within the Southpointe subdivision as referred to and described in the CC&Rs.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

- 1) The Developer shall comply with all of the requirements of the County of El Dorado, El Dorado Irrigation, El Dorado Hills Planning Advisory Committee, and El Dorado Hills Fire Department (jointly referred to herein as the "Agencies") for the Improvements.
- 2) The Developer shall be solely responsible for all mapping costs associated with the Improvements. These costs include: design studies, mapping, fees, survey, and recordation.
- 3) The Developer shall be solely responsible for all costs associated with the Improvements. These costs include, but are not limited to: water lines, sewer improvements, grading improvements, dry utility, drainage, and roadway improvements, construction inspection and oversight by the Association. Newly created roadway improvements shall meet or exceed the structural sections of existing roadways within the Association.

032779

- 4) For any Lot(s) created by the Improvements, Developer shall pay into the Association "reserve fund" on a per lot basis, in an amount equal to the total funds in the reserve, at the time of recordation of the new lots, divided by the total number of lots included in the Association, prior to recordation. Such payment shall be made at the time of recordation of any new Lot.
- 5) Upon recordation of any the new Lots, the Lots shall be subject to all provisions of the Southpointe CC&Rs.
- 6) Any new Lots shall be subject to the payment of monthly Association assessments in accordance with the CC&Rs upon the sale of the first Lot of the parcel map which created the new Lot. Developer shall thereafter be responsible for assessments for any remaining Lots until the transfer of ownership has been recorded.
- 7) The Developer shall demonstrate that the Improvements required to map any Lots do not create additional maintenance expenses to the Association that are not exceeded by the additional assessments created by the new Lots.
- 8) The Developer shall require that all contactors and subcontractors used in the construction of the proposed improvements provide evidence of liability insurance in the amount of no less than \$1,000,000. The Association shall be named as an "additional insured" under all such insurance policies.
- 9) Any newly created Lots shall not include any access for adjacent, non-Association properties.
- 10) Developer and the Association shall conduct pre and post construction walkthroughs. Developer shall be responsible for the cost of any repairs required as a result of construction activities by Developer and its contractors. If required, Developer shall repair and slurry seal any damaged roadway.
- 11) The Developer shall plant two 5-gallon oak trees for each oak tree removed to create any new Lots.
- 12) Developer shall dedicate road improvements associated with the Improvements to the Association upon acceptance of the improvements by the Agencies and the Association.
- 13) Prior to the commencement of construction activities associated with the Improvements, Developer shall demonstrate to the Association that Developer has the financial ability to complete the Improvements equal to at least 125% of the projected cost of the construction of the Improvements. Such financial evidence shall include the posting and or delivery of such security to protect the Association from any damages and allow the Association to complete any project which is not completed by the Developer in accordance with the plans. Such

032779

security may include letters of credit, bonds, cash, or other security as determined by the Association.

- 14) Developer shall comply with all construction rules of Southpointe.
- 15) This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties. Every person/entity who now or hereafter owns or acquires title or interest in or to any portion of the Property is hereby bound by the covenants contained herein.
- 16) This Agreement is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supercedes all prior understandings with respect thereto.
- 17) This Agreement may only be modified or amended by written instrument signed by both parties.
- 18) Nothing contained in the Agreement shall be deemed or construed by the parties to create the relationship of principal, agent, partnership, joint venture or any other association.
- 19) The parties to this Agreement shall perform any and all reasonable acts and execute any and all documents or instruments that may be reasonably necessary to fully carry out the provision and intent of the Agreement.
- 20) In the event that any dispute shall arise under this Agreement, the prevailing party therein shall be entitled to reasonable attorneys' fees and costs. Any litigation shall be adjudicated before the court of the State of California in El Dorado County.
- 21) This Agreement may be executed in counterparts, each of which shall be effective upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument.

In Witness Whereof, the parties are deemed to have executed this Agreement as of the Effective Date.

Association:

Southpointe Owners Association, a California nonprofit mutual benefit corporation

By: \_\_\_\_\_  
Its: President

Developer:  
\_\_\_\_\_