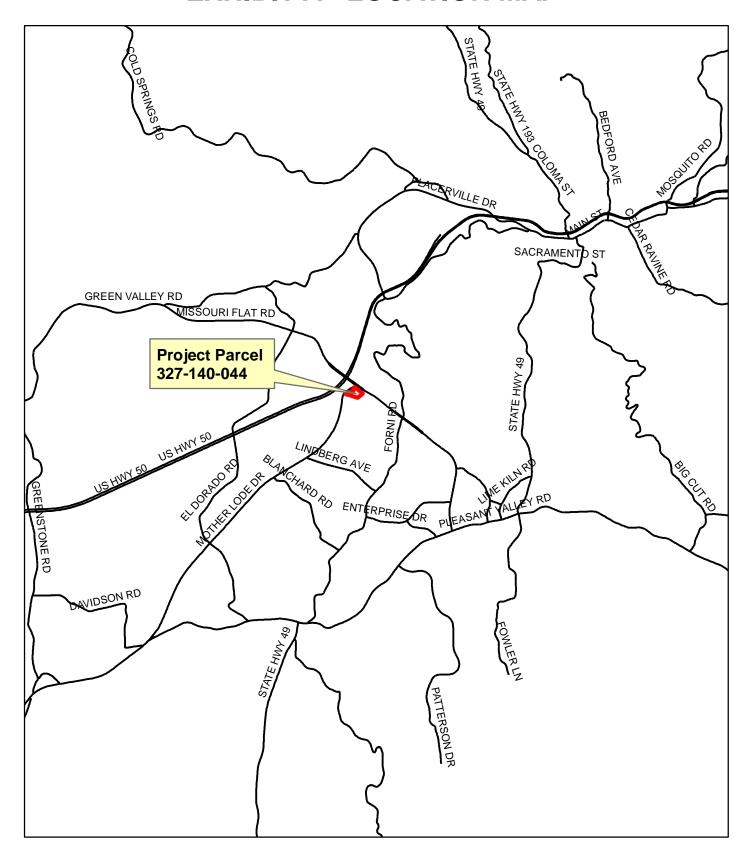
P19-0012 EXHIBIT A - LOCATION MAP



0.3 0.6

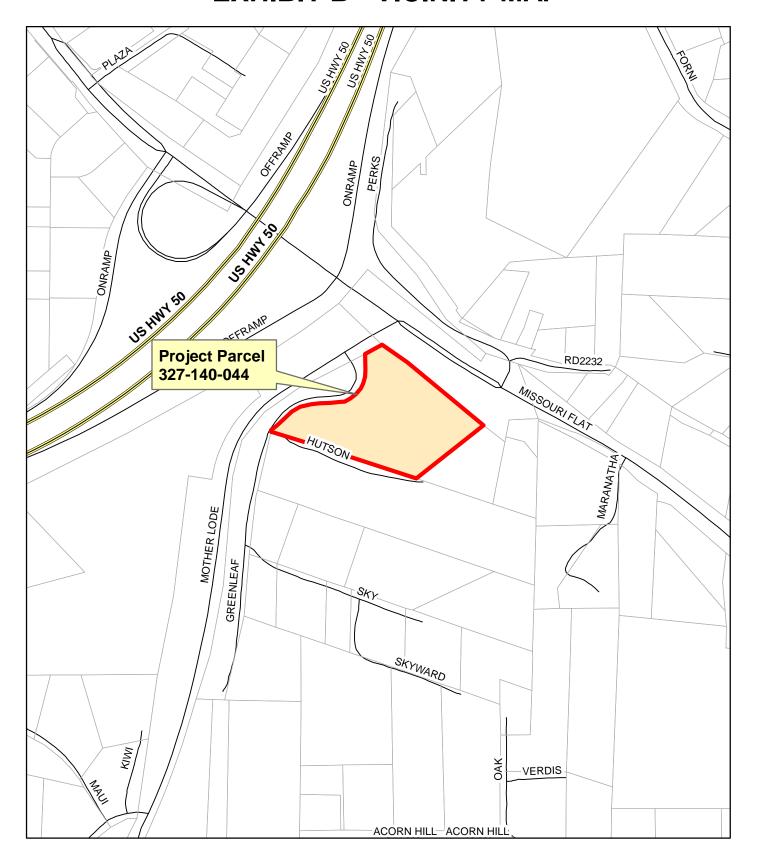
1.2

1.8

2.4 Miles

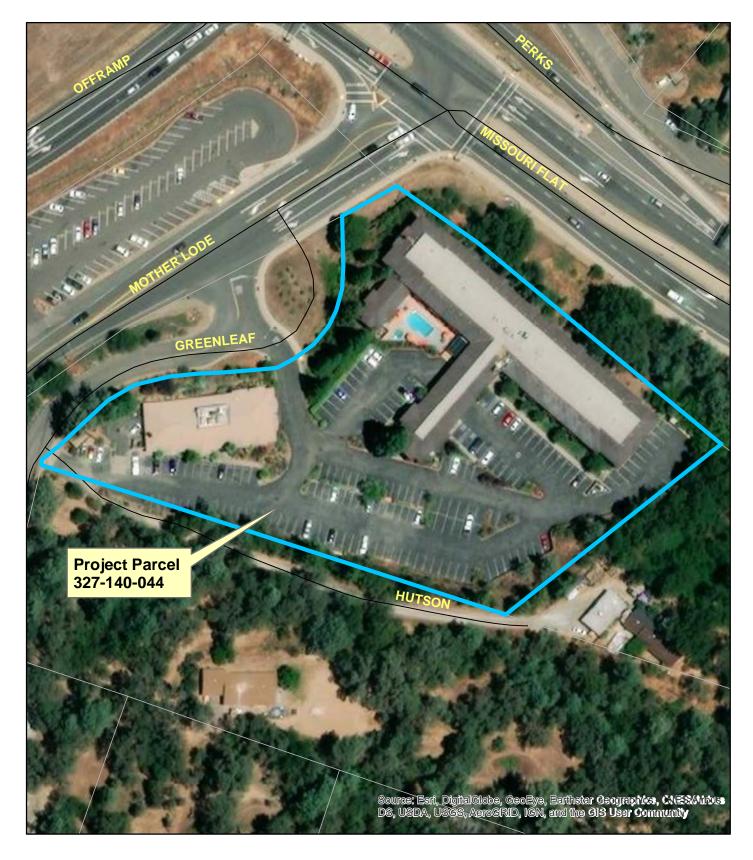


P19-0012 EXHIBIT B - VICINITY MAP



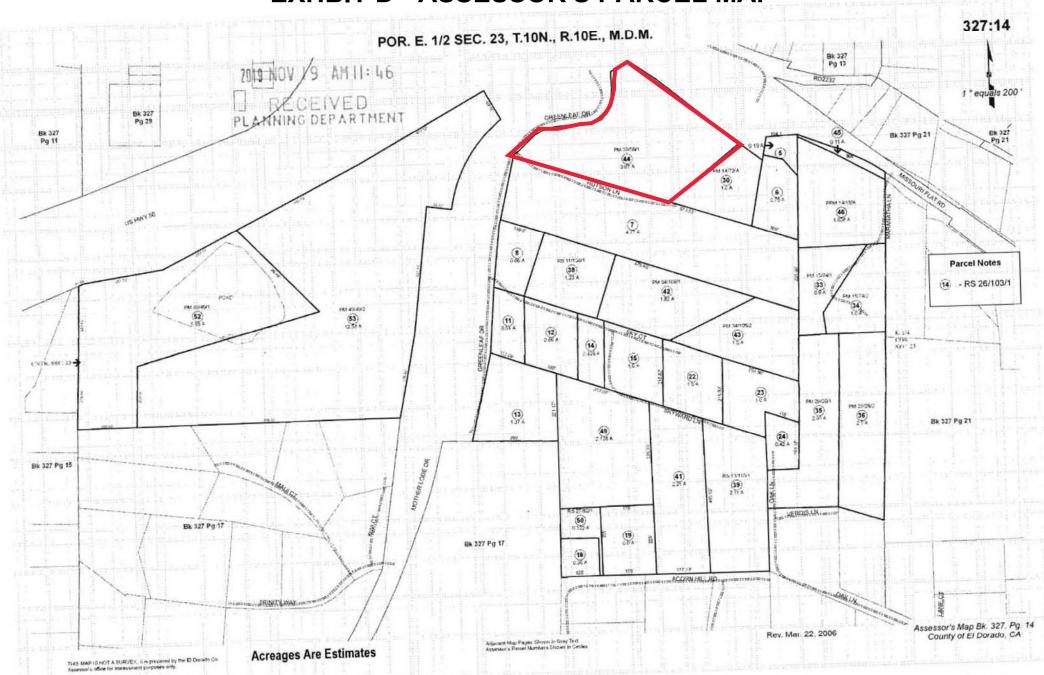


P19-0012 EXHIBIT C - SITE AERIAL PHOTO

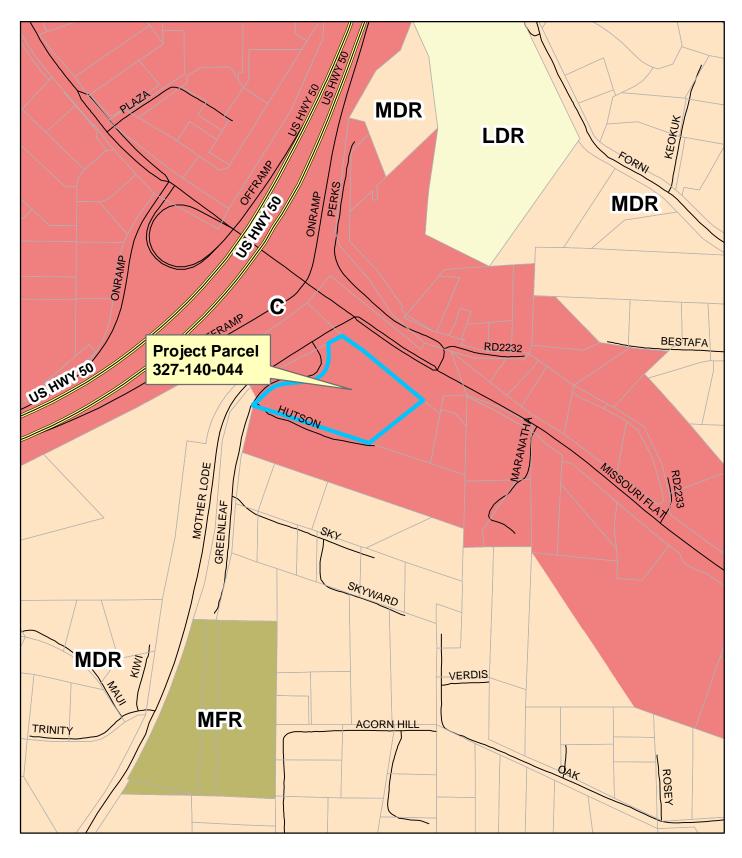




P19-0012 EXHBIT D - ASSESSOR'S PARCEL MAP



P19-0012 EXHIBIT E - GENERAL PLAN LAND USE MAP



0.03 0.06

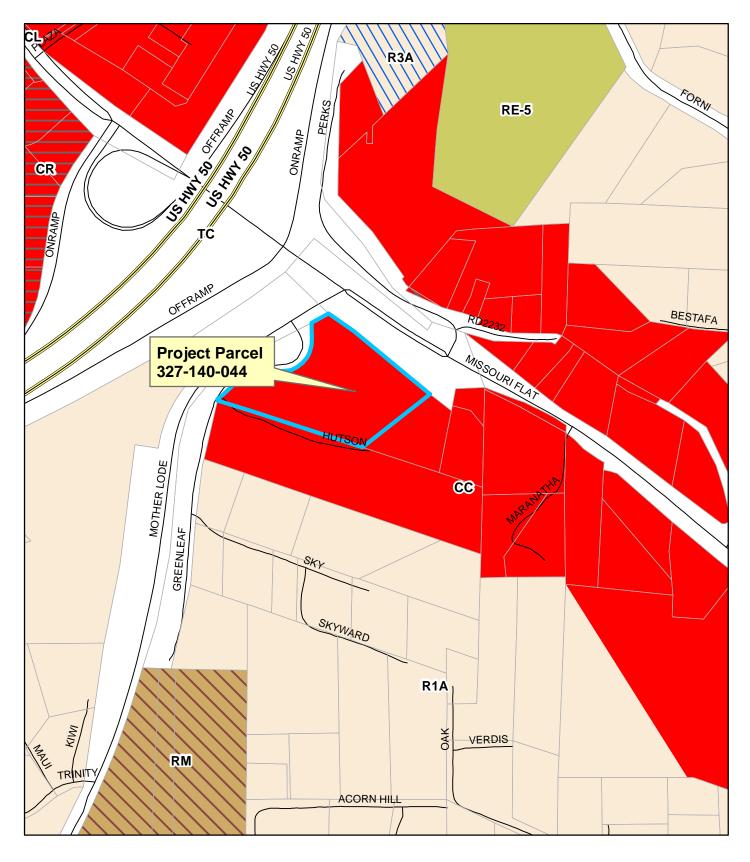
0.12

0.18

0.24 Miles



P19-0012 EXHIBIT F - ZONING MAP



0.03 0.06

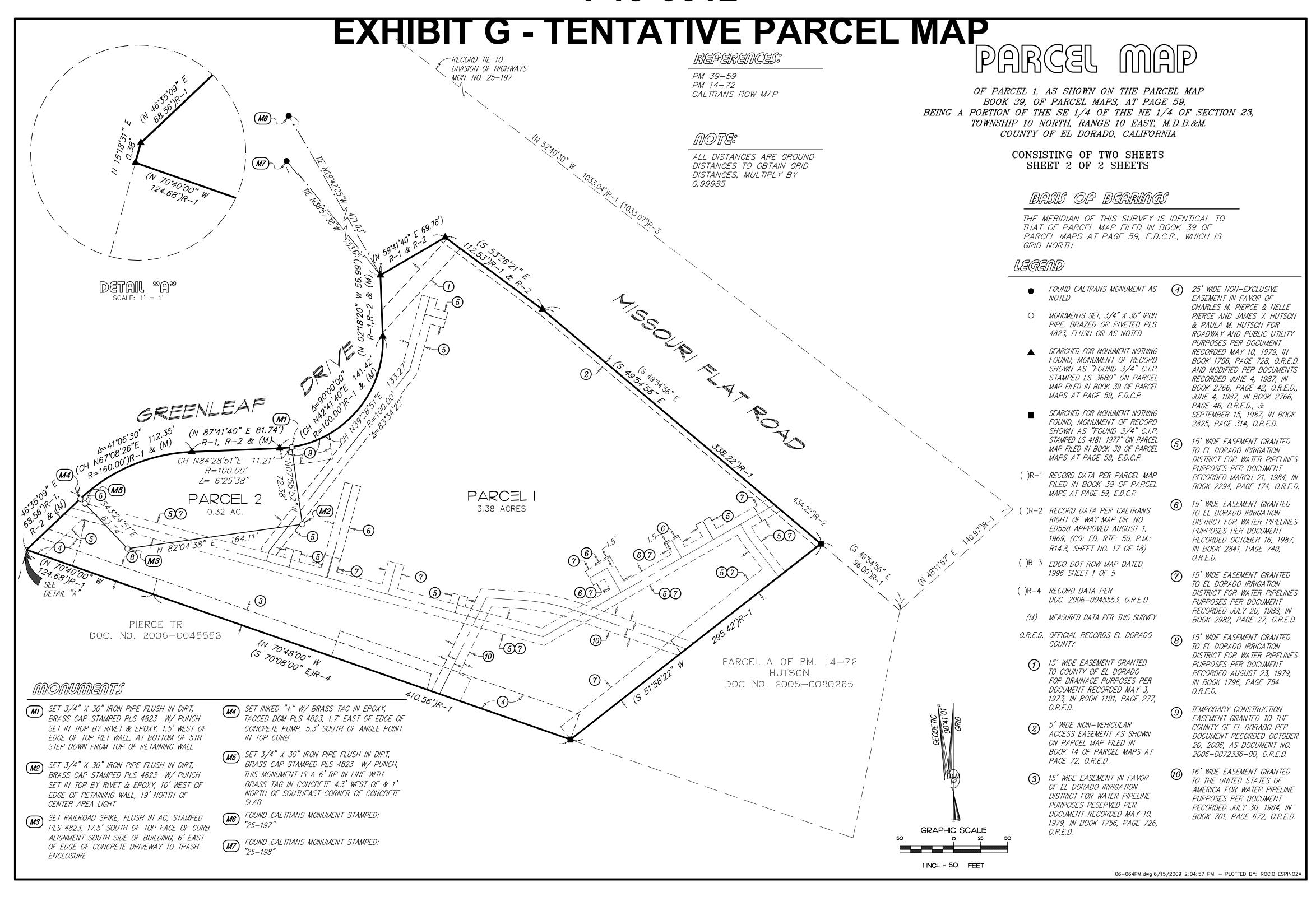
0.12

0.18

0.24 Miles



P19-0012





JOB # 19-125 DRAWN BY: E.DELARA CHECKED BY: DGM SCALE: 1" = 40' DATE: 10/31/19 DWG # 19-125TPM FIELD BOOK: XXX DATE OF SURVEY: XX/XX/XX LAST REVISED: . SHEET 1 OF 1

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. P19-0012

Statement of Covenants Affecting Land Development Parcel Map No. P19-0012

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. P19-0012

dated XX-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. P19-0012 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 El 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:
 - Pedestrian and vehicular ingress and egress;
 - b. Shared parking;
 - 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. P19-0012

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. P19-0012 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. P19-0012 Page 6 DATED: _____ EL DORADO COUNTY, Jai Shri Ram Planning and Building Department Hospitality Group, LLC Department xxxxx, Director APPROVED AS TO FORM: XXXX County Attorney XXXXX Deputy County Attorney (Attach Notary Acknowledgments) Date:

COUNTY'S CERTIFICATION

SUBORDINATION

The undersigned as holder of the benefic	cial 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
in, by and between:	as
	, as
Beneficiary, hereby expressly subordinates s	said Deed of Trust and its beneficial interest thereto to
the foregoing Statement of Covenants Affection	ng Land Development to Create Mutual Easements and
Reciprocal Uses for Parcel Map No. P19-00	12
DATED:	
	BENEFICIARY
	2211211011111
	By:
	Ву:

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