

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Cameron Park CSA
clo

Guthrie & Guthrie
3461 Robin Lane, Suite 2
Cameron Park, CA 95682

EL DORADO CO. RECORDER-CLERK

12/05/2003, 20030122794

**AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF BAR-J RANCH UNIT 7**

THIS AMENDMENT is made with reference to the following state of facts:

A. On July 6, 1990, a Declaration of Covenants, Conditions and Restrictions of Bar-J Ranch Unit 7 was recorded in Book 3383, Pages 502-516, Official Records of El Dorado County, California (hereinafter referred to as the "Declaration").

B. The Declaration affects Lots 432 through 495, inclusive, as shown on the plat of "Bar-J Ranch Unit 7", filed in Book G of Maps, Map No. 12, Office of the County Recorder of El Dorado County, State of California.

C. Section 30 of the Declaration provides that the Declaration may be amended by a vote of owners of 51% or more of the lots subject to the Declaration.

D. **California Civil Code** Section 1355 provides that an amendment to a declaration is effective after approval by the percentage of owners specified in the declaration, the approval is certified in a writing executed and acknowledged by the officer designated in the declaration or by the president of the association, and the writing is recorded.

E. The Declaration does not identify any officer having the authority to sign an amendment or create an association as referred to in **California Civil Code** Section 1355. However, the Cameron Park Community Services District is authorized by **California Government Code** Section 61601.10(b)(5) to enforce Covenants, Conditions and Restrictions within its jurisdiction, and the District does perform that function.

F. There has been presented to the Cameron Park Community Services District petitions signed by more than 51% of the owners of properties subject to the Declaration approving the amendment of the Declaration in the form that follows, and on that basis the District hereby certifies such approval.

THEREFORE, THE DECLARATION IS AMENDED AS FOLLOWS:

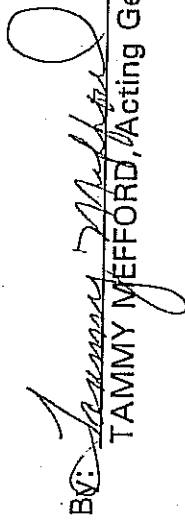
"17. Vehicles. No vehicles shall be kept or stored upon any of said lots other than those vehicles primarily and currently used for transportation of persons, *recreation vehicles, travel trailers, campers, motor homes or boats which are kept operational*, unless it be kept or stored in an enclosed garage when not in use. No such vehicle owned or in possession or under the control of any resident in said subdivision shall be parked overnight on any street within said subdivision. No vehicle of any type (including motorcycles) shall be permanently or semi-permanently parked in or upon the public streets within the subdivided property or on any driveway of any lot for the purpose of accompanying repairs thereto or the reconstruction thereof, except for emergency repairs and then only to the extent necessary to enable movement of the vehicle. No *trailers, recreational vehicles, travel trailers, campers, motor homes or boats* of any type or size shall be kept or stored nearer than 25 feet from any street property line for a period of time exceeding forty-eight (48) hours, unless they are stored *behind a fence of like construction and matching materials to the existing fences in said subdivision, in such a manner as to be screened from the street.*"

"19. Garages and Vehicles. All driveways and garages shall be maintained in a neat and orderly condition. No motorcycles, campers, trailers, *motor homes, boats* or recreational vehicles of any type shall be parked on the public streets of the property, or outside of a garage on any lot *unless they are stored behind a fence of like construction and matching materials to the existing fences in said subdivision, in such a manner as to be screened from the street.*"

Except as herein amended the Declaration as originally recorded remains in full force and effect.

Dated: December 2, 2003

CAMERON PARK COMMUNITY SERVICES DISTRICT


TAMMY MEFFORD, Acting General Manager

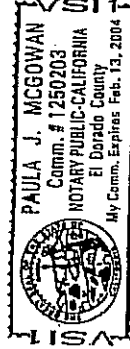
STATE OF CALIFORNIA)

:SS

COUNTY OF EL DORADO)

On December 2, 2003, before me, PAULA J. MCGOWAN, Notary Public, personally appeared TAMMY MEFFORD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.





48410

RECORDS REQUESTED BY:
CLERK OF COUNTY RECORDS

First American Title Co.

JUL 6 12 42 PM '90

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

JOSEPHINE CARR
COUNTY RECORDER

BAR-J RANCH UNIT 7

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WHEREAS, WINNCREST HOMES, INC., a California corporation, hereinafter called the Declarant, is the owner of all that parcel of land in the County of El Dorado, State of California, described as follows:

Lots 432 through 495, inclusive, as shown on the plat of "Bar-J Ranch Unit 7", according to the official plat thereof, recorded in the office of the El Dorado County Recorder in Book H of Maps, Map No. 12.

WHEREAS, Declarant desires to create, establish and impose certain conditions, covenants, and restrictions, and against said lots and each of them, and the purchasers and subsequent owners, thereof pursuant to and for the furtherance of a general plan or a scheme or the improvement, desirability and attractiveness. Each lot and parcel is and shall be held and conveyed subject to the following conditions, covenants, and restrictions, hereinafter contained which shall run with the land and shall continue in full force and effect for a period of thirty-five (35) years from the date these covenants are recorded, at which time the same shall be automatically extended for successive periods of ten (10) years.

Declarant hereby declares that for the purpose of this Declaration the word "lot" shall mean any numbered lot designated on the subdivision map herein referred to, and the word "plot"

shall mean any parcel of land surrounding one residential building and appurtenant buildings where composed of one or more lots or a lot and a fraction of another lot or lots, and thereby creating one homestead, which parcel is fenced or otherwise monumented to show the exterior boundaries of said homestead and not include any adjacent or "lettered" parcels.

GENERAL DESIGN RESTRICTIONS: The following restrictions shall apply throughout the property:

1. Use of Lots: A lot shall not be used, nor shall any portion thereof be used, for any purpose other than a residence. However, buildings on lots owned by Declarant or its nominee may be used as models and sales offices and construction offices for the purpose of selling or construction of dwellings on the property until all of the dwellings thereon are sold.

No single-family detached residence shall be constructed having a total finished floor space, exclusive of storage, porches and overhangs, less than 1200 square feet for a one-story or split level building, and 1350 square feet for a two-story building.

All building plans for single family detached residences shall be submitted to the Cameron Park Community Services District for architectural review and approval. Until such authorization is obtained, no building shall commence upon any lot within the subject property.

2. Setback Lines: No building shall be erected on any lot in violation of the front setback line or the side setback line

adjacent to the street in the case of a corner lot as shown on the recorded plat map of the subdivision without the approval of the County of El Dorado Planning Department. Side and rear yard setbacks shall be approved by the County of El Dorado.

3. Utility Easements and Rights of Way: A utility right of way for the installation, maintenance and repair of sanitary and storm sewers, storm water ditches, natural gas lines, water pipe lines, electric power and telephone lines, street lighting systems and the necessary appurtenances thereto, as shown on the recorded map.

4. Care of Properties: All vacant lots in this subdivision shall at all times be kept free of rubbish and litter; weeds and grass shall be disked out or kept well mown so as to present a tidy appearance. The yards and grounds in connection with all improved properties shall be at all times kept in a neat and slightly condition and shall be cultivated and planted to any extent sufficient to maintain an appearance not out of keeping with that of typical homes in the subdivision.

5. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other equipment for the storage of such materials shall be kept in a clean and sanitary condition.

6. Unsanitary Items: All weeds, rubbish, debris, objects or materials of any kind shall be regularly removed from the lots and parcels and shall not be allowed to accumulate thereon. All clotheslines, storage areas, machinery and equipment shall be

prohibited upon any lot unless obscured from view of adjoining streets or lots by a fence or appropriate screen. No lot shall be used as a storage or dumping ground for inoperative vehicles.

7. Offensive Activities: No owners nor occupants shall create a nuisance to the neighborhood. For the purpose of this declaration of tract restrictions, the word "nuisance" shall be defined as the commission of any act which shall be offensive to seventy-five (75) percent of the owners of property within a two hundred fifty (250) foot radius from the perimeter of any lot or parcel from which such nuisance may be created. The existence of such nuisance shall be determined when seventy-five (75) percent of the owners of the property within the herein prescribed radius of the nuisance or the Declarant, as long as he shall own any lots or parcels, shall sign a notice addressed to and delivered to the owners of any lot or parcel on which such a nuisance is created, advising that the nuisance exists and request immediate abatement thereof. Such a notice shall be delivered by registered mail and within thirty (30) days after receipt thereof by the owners of any lot or parcel on which such a nuisance is created if such nuisance is not abated then Declarant or any owner of a lot or parcel in this tract may by appropriate proceeding, institute legal action to enforce abatement.

8. Owner's Maintenance Obligations: Except as may be provided in any supplemental declaration, each Owner shall be responsible for maintenance and repair of any structure which may be constructed or installed upon his lot or parcel, and/or his yard area. Such

maintenance and repair shall be comparable to new construction within the area. Without limiting the generality of the foregoing, and except as may be provided in supplemental declarations referred to above, all repairing, replacing and caring for roofs, fences, exterior building surfaces, exterior glass surfaces, exterior doors, and maintenance of all yard areas shall be the Owner's responsibility.

9. Dwelling Costs, Quality and Size: No dwellings shall be permitted on any lot at a cost of less than \$50,000 exclusive of lot costs, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

10. New Construction and Materials: No building or structure constructed elsewhere shall be moved or placed on any lot or parcel. Without limiting the generality of the preceding sentence, it shall be construed to describe prefabricated homes, modular homes and mobile homes. All buildings erected on any lot or parcel shall be of new construction. However, this subparagraph shall neither prevent the use of used brick or any other materials that may be attractive and preservative of property values. When the construction of a building is begun on a lot or parcel, work shall be pursued diligently and continuously to completion, subject to weather, strikes, and acts

of God, or other matters beyond the control of the owner.

11. Variety of Materials: Variation in structures and buildings shall be achieved by incorporating a variety of materials including, but not limited to, stucco, wood siding and brick. The use of a variety of materials is intended to ensure attractive and interesting buildings and structures and be preservative of property values.

12. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently, provided, however, that a temporary office, trailer office, tool shed, lumber shed, and/or sales office may be maintained upon any lot or lots by any building contractor for the purpose of erecting and selling dwellings on any lot or lots, but such temporary structure shall be removed at completion of construction.

13. Window Covers: Curtains, drapes, shutters or blinds may be installed as window coverings. No window shall be covered with aluminum foil, bed linens, cardboard or similar materials after the residence has been occupied.

14. Clothes Drying: No clothes, sheets, blankets or other articles shall be hung out to dry on any part of said property, except in a yard enclosed by a lattice fence, wall, or other enclosure approved by the Committter. Such enclosure shall be located so as not to be between the front or the side of any house or the projection of the line thereof and the adjacent

street. In addition, no clothes, sheets, blankets or any article shall be hung to dry in a garage or storage area in which the garage door has been left open so as to create an unsightly view from the street.

15. Roofs: All buildings shall have roofs of wood shake, of light-, medium-, or heavy-butt or tile classifications, subject to the authority of the Declarant to approve tile roofs, or other materials approved by Declarant, and subject to the authority of the Declarant to approve different roof materials. If the pitch of a roof is less than 4' in 12', then the roof design and materials shall be subject to approval by the Declarant. Such approval shall in no way imply any roof guarantee by Declarant.

16. Utilities, Antennas, Heating or Air Conditioning Equipment: All electric, gas, television, radio and telephone line installations to buildings or structures placed upon any lot shall be underground and no electric power or telephone poles shall be installed on any portion of any lot.

No television, radio or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on the ground surface of any of the lots, or upon any of the houses or buildings constructed on such lots unless the same be contained within a house or building. This restriction applies to cable television receivers, dishes, or related equipment.

No heating, cooling, or air conditioning equipment, including fans or similar devices shall be placed or permitted to

doors being left in an open position would destroy or tend to destroy the quiet enjoyment of the lots.

19. Garages and Vehicles: All driveways and garages shall be maintained in a neat and orderly condition. No motorcycles, campers, trailers, boats or recreational vehicles of any type shall be kept or parked on the public streets of the property, or outside of a garage on any lot.

20. Sight Distance at Intersections: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

21. Landscaping Requirement: Every owner of a lot or parcel within the property shall be responsible for installing, within ninety (90) days of occupancy, and maintaining in good and attractive condition, landscaping on those portions of the lot or parcel which are visible from any street within the properties.

It is the intent of these conditions to encourage attractive

landscaping on each lawn, providing for individual landscape architecture and maintenance programs, which are preservative to property values. Compliance with this policy is expected of all homeowners in the BAF-J RANCH UNIT 7 subdivision and such conditions will be strictly enforced for the common benefit. Accordingly, every Owner is encouraged to report unattractive, unkempt, or partially installed landscaping to the Architectural Control Committee.

22. Trees: No existing trees shall be destroyed, uprooted, cut, or removed without the prior written consent of the Declarant.

23. Compost: No quantities of manure, composting materials, or decaying vegetation matter shall be stored in such quantities as attract household pests or constitute an injury to the person or property of any other person. Such materials shall be stored in a manner so as to prevent the creation of obnoxious odors.

24. Grading and Drainage: There shall be no cutting, filling, grading or contouring of any lot in any manner which would cause flooding of, or erosion onto, any adjoining lot or which would interfere with the general, natural drainage pattern through the properties. Homeowners should exercise special care during landscape construction in order to avoid such changes to drainage patterns.

25. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil well tanks, for oil or natural gas shall be erected, maintained or

permitted upon the surface of any lot.

26. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other conventional household pets may be kept on the lots, provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the property which result in an annoyance or are obnoxious to residents in the vicinity.

27. Quiet Enjoyment: No act or thing shall be done upon the property covered by these restrictions, which may be or may become an annoyance or nuisance to the neighborhood or to destroy the quiet enjoyment of the lots.

28. Signs: No signs of any character shall be permitted on any lot in said subdivision except that a single sign no larger than the standard size, setting forth the fact that the subject property is for rent or for sale, may be permitted. No sign will be permitted in said subdivision larger than 60 square inches, setting forth the name of the owner or the occupant of any property. No signs of a commercial nature shall be erected at any time. This shall in no way affect the developers use of signs, necessary in connection with the initial construction of homes for sale on any of the lots contained herein or permanent identification signage placed to enhance neighborhood identity.

ARCHITECTURAL CONTROL: The Architectural Control Committee shall be composed of John D. Reynen, Christo D. Bardis and Thomas P. Winn, all of whom can be reached at 9985 Folsom Blvd., Sacramento, California 95827.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither members of the committee, nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant. In the event of the failure of the remaining member or members of the Committee to appoint a successor or successors within ninety (90) days after the death or resignation of a member or members, the then record owners of a majority of the acreage benefited by these Covenants shall have the power, through a duly recorded written instrument, to appoint such successor or successors.

Procedure: Requests for approval shall be submitted on a form supplied by the Committee or its designated representative, along with three (3) sets of plans. (The Committee's approval or disapproval shall be in accordance with these Covenants and the Committee's adopted policies and procedures.) The covenants shall be in writing and the Committee shall not arbitrarily or unreasonably withhold its approval of any plans or request submitted to it pursuant hereto. If plans or a request have been submitted to the Committee or its designated representative for approval and the Committee or its designated representative fails to act within thirty (30) days thereafter, approval shall be

deemed to have been obtained as required in these covenants. The Committee shall have the power to establish and grant variances from these covenants where in its judgment extraordinary circumstances so warrant.

Responsibility Neither Grantor, nor the Committee, nor any member(s) thereof, nor any successor(s) or assign(s) thereto or thereof, shall be liable in damages to anyone submitting any plans or request to them for approval, or to any owner of land affected by these covenants by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or request. Every person who submits any plans or request to the Committee for approval agrees, by submission thereof, any every owner of any said property agrees by acquiring title hereto, that he will not bring any such action or suit to recover any such damages.

29. Term These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date this instrument is recorded, after which time the Covenants shall be automatically extended for an additional ten (10) years unless terminated or modified as provided herein.

30. Amendments: These restrictions may be amended at any time and from time to time by an instrument in writing signed by the owner(s) of fifty-one percent (51%) or more of said lots which said written instrument shall be recorded in the office of the

County Recorder of the County of El Dorado, Placerville, California.

31. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The Cameron Park Community Services District may enforce Covenants, Conditions and Restrictions law 61601.16, California Government Code.

32. Severability: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

33. Attorney's Fees In any legal proceeding for the enforcement of this instrument, the prevailing party shall be entitled to reasonable attorneys fees.

34. Mortgage Protection: No breach of the covenants, conditions and restrictions contained in this declaration, nor the enforcement of any provision herein, shall affect, impair, defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding on and effective against the title to any property acquired through foreclosure or sale of any mortgage or deed of trust and shall be held subject to all the provisions contained herein.

Dated this 7 day of July, 1990.

WINNCREST HOMES, INC., a California corporation.

BY: TPW
THOMAS P. WINN, President

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

ss.

On JULY 5, 1990 before me, the undersigned Notary Public in and for
said St. personally appeared THOMAS P. WINN

personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person who executed the within instrument as

President and Secretary, on behalf of

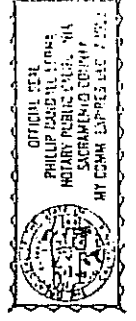
WINNCREST HOMES, INC.

the corporation therein named, and acknowledged to me that
such corporation executed the within instrument pursuant to its

by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Philip Phillip Harris (This area for official notarial seal)



2002 (6/82) - (Corporate) First American Title Insurance Company

RECORDING REQUESTED BY and

WHEN RECORDED MAIL TO:

THOMAS AND LINDA THOMPSON
3627 Covello Circle
Cameron Park, California

003075

EL DORADO COUNTY
RECORD REQUEST
REQUESTOR AS STATED

WILLIAM H. BORDEN
COUNTY RECORDER-CLERK

12/10/90 (5)

DECLARATION OF AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
BAR-J RANCH UNIT 7

WHEREAS, Bar-J Ranch Unit 7 consists of Lots 432 through 495, inclusive, as shown on the plat of "Bar-J Ranch Unit 7", according to the official plat thereof, recorded in the office of the El Dorado County Recorder in Book H of Maps, Map No. 12; and

WHEREAS, Paragraph 30 of the Declaration of Covenants, Conditions and Restrictions originally recorded in the office of the El Dorado County Recorder on July 6, 1990, in Book 3383 beginning on Page 502 for Bar-J Ranch Unit 7 provides that the said declaration may be amended by an instrument in writing signed by the owners of fifty-one percent (51%) or more of the lots therein; and

WHEREAS, the owners of a majority of the lots within Bar-J Ranch Unit 7 desire to amend the said Declaration of Covenants, Conditions and Restrictions as set forth herein; and

WHEREAS, the Declarants herein have gathered the said signatures and make the certification and declaration which follow.

NOW, THEREFORE, the owners of lots described in the attachments affixed hereto desire to and hereby do amend the Declaration of Covenants, Conditions and Restrictions originally recorded in the office of the El Dorado County Recorder in Book H of Maps, Map No. 12, beginning on Page 502 for Bar-J Ranch Unit 7 as follows:

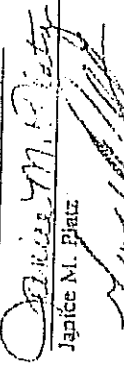

Paragraphs 26 and 27 thereof are hereby amended to read as follows:

26. Animals. No livestock or poultry of any kind shall be raised, bred or kept on any lot. Dogs, cats, or other conventional pets may be kept on the lots provided they are not kept, bred or maintained for commercial purposes. For purposes of this declaration of covenants, conditions and restrictions, guinea pigs and other exotic birds are considered conventional pets and may be maintained, bred and kept on any lot, whether or not in an outside aviary, and are not considered fowl or poultry. Notwithstanding the foregoing, no animals, poultry or fowl may be kept on a lot which result in an annoyance to residents. For purposes of this provision, the word "annoyance" shall be defined as the

commission of any act which shall be offensive to the owners of seventy-five percent (75%) of the lots covered by this declaration within a 250 foot radius from the perimeter of any lot from which such annoyance may be proved to the existence of such annoyance, and, as determined upon the basis of a majority vote of the owners of the lots within the herein prescribed 250 foot radius of the lot containing the annoyance, shall sign a notice addressed to and delivered to the owners of the lot on which such an annoyance is created, advising that the annoyance exists and requesting abatement thereof. Such a notice shall be delivered by registered mail. Within thirty (30) days after receipt by the owners of any lot on which such an annoyance is created, if such annoyance is not abated any owner of a lot in this tract may by appropriate proceeding, institute legal action to enforce this provision.

27. Quiet Enjoyment. No act shall be done upon the property covered by these restrictions, which may be or may become a "nuisance" to the neighborhood, thereby destroying the quiet enjoyment of the lots.

We declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Cameron Park, California on 1-12-1996.

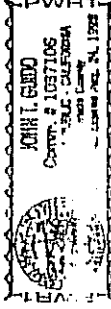

Janice M. Platz

Trevor W. Platz

ACKNOWLEDGMENT

State of California)
County of El Dorado) SS

On 1-12-96, before me, John T. Guido, personally appeared, Janice M. Platz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.

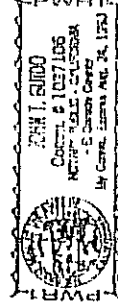
WITNESS my hand and official seal.



State of California)
County of El Dorado) ss

On 1-12-96, before me, John T. Gundo, personally appeared, Trevor W. Platz, personally known to me (or proved to me on the basis of satisfactory evidence) 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, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



John T. Gundo

CERTIFICATES OF PROOF OF EXECUTION

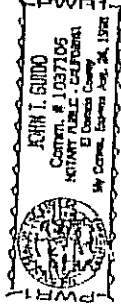
I, Janice M. Platz, co-owner and resident of the lot within Bar-J Ranch Unit 7 located at 3627 Covello Circle, Cameron Park, California, certify that I am acquainted with the owners of the lots described in Attachments 1 through 43 (one thru forty-three, which are attached hereto and made a part hereof by this reference) and that they have personally subscribed their names to the attachments in my presence and have declared to me their desire that the herein described Declaration of Covenants, Conditions and Restrictions be amended as set forth above. The persons whose names are subscribed to the attachments hereto are the persons described in them and I have subscribed my name thereto as a witness.

Dated: 1-12-1996

Janice M. Platz
Janice M. Platz

Affiant

Subscribed and sworn to before me on 1-12-96



(Seal)

John T. Gundo
Notary Public for the State
of California

I, Trevor W. Platz, co-owner and resident of the lot within Bar-J Ranch Unit 7 located at 3627 Covello Circle, Cameron Park, California, certify that I am acquainted with the owners of the lots described in Attachments 44 through 53 (forty-four thru fifty-three) which are attached hereto and made a part hereof by this reference) and that they have personally subscribed their names to the attachments in my presence and have declared to me their desire that the herein described Declaration of Covenants, Conditions and Restrictions be

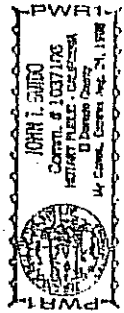
amended as set forth above. The persons whose names are subscribed to the attachments hereto are the persons described in them and I have subscribed my name thereto as a witness.

Dated: 1-12-96

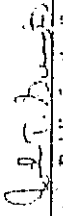

Trevor W. Platz

Affiant

Subscribed and sworn to before me on 1-12-96



(Seal)


Notary Public for the State
of California