

RECORDING REQUESTED BY:
Placer Title Company

033970

WHEN RECORDED, RETURN TO:
L. B. Properties, Inc.
P.O. Box 688
Yreka, CA. 96097

RECORDED BY:
Placer Title Company

12 PM '89

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF

ARR
RECORDER (K)

CREEKSIDE ESTATES UNIT NO. 6

THIS DECLARATION is made on the date hereinafter set forth by L. B. Properties, Inc., an Idaho Corporation, (herein referred to as "Declarant").

SECTION 1: RECITALS

1.01. Description of Real Property. Declarant is the owner of that certain real property located in the El Dorado County, California, which is more particularly described on Exhibit "A" attached hereto and incorporated herein.

1.02. Common Plan for Project. By this Declaration, Declarant intends to establish a common scheme and plan for architectural approval and control of the Project.

NOW, THEREFORE, Declarant hereby declares that the real property described on Exhibit A shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Project, and every part thereof, in accordance with the plan for improvement of the Property and the division thereof into Lots. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land and shall be binding upon Declarant and its successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Project.

SECTION 2: DEFINITIONS

In addition to other definitions provided for herein, the following terms shall have the following meanings:

2.01. "Architectural Control Committee" or "Committee" shall mean the committee created pursuant to Section 3 and charged with architectural approval and control of the Improvements within the Project.

2.02. "Architectural Control Guidelines" or "Guidelines" shall mean the written architectural review standards, if any, promulgated by the Architectural Control Committee as provided in Section 3.03.

2.03. "Declarant" shall mean L. B. Properties, Incorporated, an Idaho Corporation, its successors and assigns.

2.04. "Improvement" shall mean Structures, as defined herein, substantial plants such as trees, hedges, shrubs, bushes and major landscaping of any kind. "Improvement" shall also mean any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface or subsurface water from, upon, under or across any portion of the Subdivision. "Improvement" shall also mean any utility line, conduit, pipe or other related facility or equipment.

2.05. "Mortgage" shall mean a mortgage or deed of trust encumbering a Lot. A "mortgagee" shall include the beneficiary under a deed of trust.

2.06. "Owner" shall mean each person or entity, including Declarant, holding a record fee ownership interest in a Lot. "Owner" shall not include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation.

2.07. "Project" or "Property" shall mean the real property described on Exhibit "A" attached hereto, including any Improvements erected thereon.

2.08. "Structure" shall mean any tangible thing or device to be fixed permanently or temporarily to real property including, without limitation, any building, garage, driveway, walkway, concrete pad, asphalt pad, fence, wall, pole, sign, antennae, sprinkling system, swimming pool, spa, tennis court or trash enclosures.

SECTION 3. ARCHITECTURAL CONTROL

3.01. General Limitation. Subject to the exemptions described below, no Improvement and/or Structure may be constructed, erected, painted, altered or changed on any portion of the Project without the prior written approval of the Architectural Control Committee ("Committee").

3.02. Exemptions. Notwithstanding Section 3.01, no Committee approval shall be required for (i) Improvements constructed by, at the direction of, or with the approval of Declarant; (ii) normal maintenance of exempt or previously approved Improvements; (iii) repair or rebuilding of an exempt or previously approved Improvement; (iv) changes to the interior of an exempt or previously approved Structure; (v) work reasonably required to be performed in an emergency for the purpose of protecting any person or property from damage.

3.03. Architectural Control Committee.

a. Number and Appointment. The Committee shall be composed of three (3) members. The initial members shall be appointed by Declarant. Declarant shall have the right to appoint replacements at any time to the Committee for a period of three (3) years from the date of recordation of this Declaration. After the initial three (3) year period, the Committee members shall have the full authority to designate a successor in the event of death or resignation of a member. Except for the power of the Declarant to appoint all members during the initial three (3) year period, at any time thereafter the then record owners of the majority of Lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee. The initial Committee shall be composed of John Moody, William Furtwangler and Larry Barnes.

b. Operation. The Committee shall meet from time to time as necessary to properly perform its duties hereunder. A majority of the Committee members may designate a representative of the Committee to act for it. Except as provided elsewhere herein, any decision may be made by the Committee upon an affirmative vote of two-thirds (2/3) of its members. The Committee shall keep and maintain a record of all actions from time to time taken by the Committee at meetings or otherwise, and shall maintain files of all documents submitted to it. The members of the Committee shall not receive any compensation for services rendered. All members of the Committee shall be entitled to reimbursement, from fees collected by the Committee, for reasonable expenses incurred by them in connection with the performance of their duties.

c. Duties. The Committee may adopt Architectural Control Guidelines ("Guidelines") as provided below and shall perform other duties imposed upon it by this Declaration or applicable laws and regulations.

d. Address. The address of the Committee shall be determined by resolution of the Committee. Such address shall be the place for the submittal of plans and specifications and the place where current copies of the Guidelines shall be kept.

e. Guidelines. The Committee may, from time to time, adopt or amend Guidelines prospectively. Said Guidelines shall interpret and implement the provisions of this Section by setting forth more specific standards and procedures for Committee review. All guidelines shall be in compliance with all applicable laws and regulations of any governmental entity having jurisdiction over Improvements in the Project, shall incorporate high standards of architectural design and construction engineering, shall be in compliance with the minimum standards set forth herein, and otherwise shall be in conformity with the purposes and provisions of this Declaration. A copy of the current Guidelines shall be available for inspection and copying by any Owner at any reasonable time during customary and normal business hours.

f. Standards. The following minimum standards shall apply to any Improvements constructed, painted, altered or changed on the Project:

(i) All Improvements shall be constructed, painted and changed in compliance with the applicable zoning laws, building codes, subdivision restrictions, and all other laws, ordinances and regulations applicable to Project Improvements.

(ii) All Lots shall be landscaped with a combination of trees, shrubs, ground cover, lawn, natural vegetation, and limited decorative rock, bark, and similar materials. Berming may be utilized so long as it does not disrupt proper drainage within the Project. Landscaping shall be designed so as to compliment, protect and harmonize with the natural terrain, existing trees and vegetation and shall be consistent with generally accepted, customary and conventional landscape designs. Stone, gravel, concrete and similar materials shall be used only for complimentary and supplementary purposes and no Lot shall be covered entirely with such materials.

(iii) All exterior and decorative lighting shall be, whenever possible, placed in such a manner that the source of the light is not visible to adjacent portions of the Project. Colored landscaping lighting shall be prohibited, unless approved by the Architectural Control Committee.

(iv) All solar collection devices shall be integrated aesthetically and screened as much as possible from adjacent portions of the Project.

(v) All one-story Dwellings shall have a minimum size of one-thousand seven hundred (1,700) square feet (excluding garages, carports, accessory buildings, covered or uncovered patios and porches), all two-story Dwellings shall have a minimum size of one-thousand eight hundred and fifty (1,850) square feet (excluding garages, carports, accessory buildings, covered and uncovered patio and porches), and all lots shall have a minimum of two enclosed parking spaces.

(vi) In reviewing proposed Improvements for approval the Committee shall consider at least the following:

(1) Does the proposed Improvement conform to the purposes and provisions of the Project Documents?

(2) Is the proposed Improvement of a quality of workmanship and materials comparable to other Improvements that are proposed or existing on the Project?

(3) Is the proposed Improvement of a design and character which is harmonious with proposed or existing Improvements and with the natural topography in the immediate vicinity?

(4) Will the proposed Improvement unreasonably interfere with or otherwise impair the view or solar access of other portions of the Project?

3.04. Committee Approval Process - Approval Application. Any person proposing to construct, paint, alter or change any improvement on the Project which requires the prior approval of the Committee shall apply to the Committee in writing for approval of the work to be performed and the time schedule for performing such work. The Committee may charge an applicant a reasonable fee for application review.

In the event additional plans and specifications for the work are required by the Committee, the applicant shall be notified of such requirement within thirty (30) days of receipt by the Committee of his initial application or the application shall be deemed sufficiently submitted as of that date. If timely notified, the applicant shall submit additional plans and specifications for the proposed work in the form and content reasonably required by the Committee and his application shall not be deemed sufficiently submitted until that date. Such plans and specifications may include, but not be limited to, showing the nature, kind, shape, color, size, materials and location of the proposed work, or the size, species and location of any plants, trees, shrubs and other proposed landscaping.

3.05. Review and Approval. Upon sufficient submission of an application for Committee review, the Committee shall proceed expeditiously to review all of the documents to determine whether the proposed work is in compliance with the provisions and purposes of the Project Documents and all Guidelines of the Committee in effect at the time the documents are submitted. In the event the Committee fails to approve an application, it shall notify the applicant in writing of the specific matters to which it objects. In the event the Committee fails to notify the applicant of the action taken by the Committee within thirty-five (35) days after sufficient submission of an application, the application shall be deemed approved. One set of plans as finally approved shall be retained by the Committee as a permanent record.

3.06. Commencement, Completion of Approved Work. Upon receipt of the approval of the Committee, the applicant shall proceed to have the work commenced and diligently and continuously pursued to completion in substantial compliance with the approval of the Committee.

including all conditions imposed therewith. The approval of the Committee shall be effective for a period of one (1) year after the date of the approval subject to the right of the Committee to provide for a shorter or longer period at the time of its approval, or subsequently to extend the period upon a showing of good cause, and in the event the approved work is not commenced within the effective period of the approval, then the applicant, before commencing any work shall be required to resubmit his application for the approval of the Committee.

All approved work shall be completed within one (1) year after the date of commencement, or such other reasonable period specified by the Committee at the time of approval, with the period of time subject to extension by the number of days that work is delayed by causes not under the control of the applicant or his contractor or as otherwise extended by the Committee. Upon completion of approved work, the applicant shall give written notice thereof to the Committee.

If for any reason the Committee fails to notify the applicant of any noncompliance within sixty (60) days after receipt of said notice of completion from the applicant, the improvement shall be deemed to be completed in accordance with said approved plans.

3.07. Inspection Non-Compliance. The Committee, or any authorized representative shall have the right during normal business hours, after forty-eight (48) hours notice to the Owner thereof, to enter upon any portion of the Project for the purpose of determining whether or not any work is being performed or was performed in compliance with this Declaration and the Guidelines.

If at any time the Committee determines that work is not being performed or was not performed in compliance with this Declaration and the Guidelines, whether based on a failure to apply for or obtain approval, a failure to comply with approval, a failure to timely commence or complete approved work or otherwise, the Committee shall notify the owner in writing of such non-compliance specifying the particulars of non-compliance, and demanding that the owner remedy such non-compliance within a reasonable and specified period.

In the event that the Owner fails to remedy such non-compliance within the specified period, the Committee shall have the right and duty to remedy the non-compliance in any appropriate manner permitted by this Declaration and the Guidelines, or as otherwise permitted by law or in equity, including but not limited to removing the non-complying improvement, correcting the non-complying improvement, completing the non-complying improvement, or recording a notice of non-compliance or non-completion on the property, as appropriate. The Owner shall have the obligation to reimburse the Committee for any costs incurred in enforcing these provisions and such costs may be recovered by the Committee in an action of law against such individual lot owner.

3.08. Waiver. The approval by the Committee of any plans, drawings or specifications for any Improvements constructed or proposed, or in connection with any other matter requiring the approval of the Committee shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter submitted for approval. Where unusual circumstances warrant it, the Committee may grant reasonable variances from the architectural control provisions hereof or from the Guidelines. Such variances shall be made on a case-by-case basis and shall not serve as precedent for the granting of any other variance.

3.09. Estoppel Certificate. Within thirty (30) days after written demand is delivered therefor to the Committee by any Owner or Mortgagee, and upon payment to the Committee of a reasonable fee (as fixed from time to time by resolution of the Committee), the Committee shall execute and deliver in recordable form, if requested, any estoppel certificate executed by any two

(2) of its members, certifying, with respect to any Lot of said Owner or Mortgagee, that as of the date thereof either (a) all improvements made and other work done upon or within said Lot comply with the requirements of the Committee and this Declaration, or (b) such improvements or work do not so comply, in which event the certificate shall also identify the non-complying improvements or work and set forth with particularity the basis of such noncompliance. Such statement shall be binding upon the Committee in favor of any person who may rely thereon in good faith.

3.10. Liability. Neither the Declarant, the Committee, nor any Committee member thereof shall be liable to any Owner or to any third party for any damages, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development of any property within the Project, (d) the execution and filing of an estoppel certificate pursuant to Section 3.09, or (e) the execution and filing of a notice of noncompliance or noncompletion pursuant to Section 3.07, whether or not the facts therein are correct, if the Declarant, the Committee or such Committee member has acted in good faith on the basis of such information as may be possessed by them. Specifically, but not by way of limitation, it is understood that plans and specifications are not approved for engineering design, and by approving such plans and specifications neither Declarant, the Committee, nor any Committee member thereof, assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications.

SECTION 4: USE RESTRICTIONS

4.01. Use of Lots. No Lot, or any portion thereof, shall be occupied and used except for single family residential purposes by the Owners, their contract purchasers, lessees, tenants, or social guests. No trade or business or commercial activity shall be carried on or conducted upon any Lot, except that Declarant, its successors or assigns, may use any Lot in the Project owned by Declarant for a model home site and display and sales office during construction and until the last Lot is sold by Declarant, or until 5 years from the date of closing of the first sale of a Lot in the Project, whichever occurs first.

4.02. Vehicle Restrictions. No trailer, camper, mobile home, commercial vehicle, truck (other than a standard size pickup truck), inoperable automobile, boat or similar equipment shall be permitted to remain upon any area within the Property, except within an enclosed garage structure, other than temporarily, not to exceed two (2) weeks within any six (6) month period. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Committee. No noisy or smoky vehicles shall be operated on the Property. No off-road unlicensed motor vehicles shall be operated upon the Property.

4.03. Signs. No sign of any kind shall be displayed to the public view on or from any portion of the Property without the approval of the Committee except as follows:

a. One sign of customary and reasonable dimensions advertising a Lot for sale, lease, rent or exchange displayed from a Lot; and

b. Such signs as may be used by Declarant or its assignees in connection with the development of the project and sale of Lots; and

c. Such other signs or notices as are required by law or as are otherwise necessary to perfect a right provided for in law.

4.04. Animals. No animals or birds of any kind shall be raised, bred, or kept on any Lot or portion of the Property; except that usual and ordinary household pets such as dogs, cats, or birds may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, and they are kept under reasonable control at all times. Notwithstanding the foregoing, no pets may be kept on the Property which result in an annoyance or nuisance to other Owners.

4.05. Trash Storage of Materials. All garbage and trash shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. It shall be placed and kept in covered sanitary containers where it is not visible from any neighboring lot except for a reasonable time prior to or after collection. All woodpiles or storage piles shall be kept screened and concealed from view of other Lots and streets. Garbage and trash shall be placed for pick up as required by the disposal service and any rules adopted by the Committee.

4.06. Antennae; Roof Projections. No antennae, towers, aerials or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall be erected or maintained on any Lot except installations within Structures constructed on a Lot or by underground conduits. No such item or equipment shall be erected or maintained upon the outside of any building on the properties unless the same has been approved in writing by the Architectural Control Committee.

4.07. Design and Construction Restrictions. The construction of Improvements on each Lot is subject to the Design Manual ("Guidelines"), if any, as promulgated and administered by the Architectural Control Committee.

4.08. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines as required by the County of El Dorado.

4.09. Window Coverings. Windows shall be covered only by drapes, shades or shutters and shall not be painted or covered by foil, cardboard, sheets or similar materials.

4.10. Clotheslines. No exterior clotheslines or other outside clothes drying or airing facility shall be erected or maintained on the properties in any location where the same would be visible from any street or neighboring lot. Further, no clothes washers, clothes dryers, refrigerators or freezers may be kept, stored or operated on any balcony, patio, porch or other exterior area.

4.11. Sightdistance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (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 twenty-five (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 sightline 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 sightlines.

4.12. Drainage. No Owner shall do any act or construct any improvement which would interfere with the natural or established drainage systems or patterns within the Project without the approval of the Committee.

4.13. Nuisances. No noxious, illegal, or seriously offensive activities shall be carried on within any Lot, or in any other part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each Owner's Lot, or which shall in any way increase the rate of insurance for any other Lot.

4.14. Compliance with Declaration. Each Owner, contract purchaser, lessee, tenant, guest, invitee or other occupant of a Lot shall comply with the provisions of this Declaration.

4.15. Temporary Structures. No structure which is temporary in character, including, without limitation, any trailer, tent, shack, garage, barn or other out-building, shall be used as a residence on any Lot at any time; provided, however, that Declarant reserves the right to construct and maintain temporary buildings, structures and vehicles on the Property in connection with the construction and administration of initial Improvements.

4.16. Sports Fixtures. No basketball standards, hoops or backboards or other fixed sports apparatus shall be attached to any living unit or erected on any lot without the prior approval of the Committee.

SECTION 5: MORTGAGEE PROTECTION

5.01. Mortgages Permitted. Any Owner may encumber his Lot with Mortgages.

5.02. Priority of Mortgage. Notwithstanding any other provision of this Declaration, it is hereby provided that a breach of any of the conditions contained in this Declaration by any Owner or of any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said Lot or any part thereof.

5.03. Effect of Breach. No breach of any provision of this Declaration shall invalidate the lien of any Mortgage made in good faith and for value, but all of the covenants, conditions and restrictions shall be binding on any Owner whose title is derived through foreclosure sale, trustee's sale, or otherwise.

SECTION 6: GENERAL PROVISIONS

6.01. Term. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be binding on the Owners of any Lots, their legal representatives, heirs, grantees, tenants, successors and assigns, subject to this Declaration, for a term of 30 years from the date this Declaration is recorded. Thereafter, they shall be automatically extended for successive periods of 10 years, unless an instrument in writing, signed by a majority of the then Owners of the Lots, has been recorded within the year preceding the beginning of each successive period of 10 years, agreeing to change said covenants and restrictions in whole or in part, or to terminate the same.

6.02. Notices. Notices provided for in this Declaration and the Guidelines shall be in writing and shall be deemed sufficiently given when delivered personally or within seventy-two (72) hours after deposit in the United States mail, postage prepaid, addressed to an Owner at the last

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address such Owner designates to the Committee for delivery of notices, or in the event of no such designation, at such Owner's last known address, or if there be none, at the address of the Owner's Lot. Notices to the Committee shall be addressed to the address designated by the Committee by written notice to all Owners.

6.03. **Amendments.** Until conveyance of the first Lot, Declarant shall have the unilateral right to amend or revoke this Declaration. After the first conveyance of a Lot, this Declaration shall be amended only upon the written approval of sixty-six and two-thirds percent (66-2/3%) of the Owners. An amendment shall be effective when it has received the required percentage approval and has been recorded in the Office of the El Dorado Recorder.

6.04. **Severability.** Should any provision or portion hereof be declared invalid or in conflict with any law of the jurisdiction where this Project is located, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

6.05. **Headings.** The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration.

DATED: July 5, 1989.

L. B. Properties, Inc.
an Idaho Corporation

By [Signature]
John Moody, Vice President

CAT. NO. MN00737
TO 1945 CA (B-84)
(Corporation)

 TICOR TITLE INSURANCE


STATE OF CALIFORNIA
COUNTY OF Siskiyou

On July 5, 1989

_____ before me, the undersigned, a Notary Public in and for said State, personally appeared John W. Moody personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President, and _____

_____ personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Secretary of the Corporation that executed the within instrument 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 [Signature]

 OFFICIAL SEAL
PATRICIA D. FRYER
NOTARY PUBLIC-CALIFORNIA
Principal Office in SISKIYOU County
My Commission Expires April 16, 1991

(This area for official recording use)

06/27/89

EXHIBIT A

DESCRIPTION OF PROPERTY SUBJECT TO DECLARATION

All that certain real property situate in the County of El Dorado, California described as follows:

Lots 50 through 107, inclusive, as shown on the Map entitled "Creekside Estates Unit No. 6", recorded in the Office of the El Dorado County Recorder, Map Book G, at Page 130, on May 17, 1989.

Exhibit "A"

End of Document

3170 165

When recorded mail to:

Placer Title Company
Debi Littler
989 Governor Drive Suite 104
El Dorado Hills, CA 95630

000336
OFFICIAL RECORDS
ELDORADO COUNTY-CALIF.
RECORD SALES DEPT. BY:

Placer Title Company
JAN 2 1 34 PM '90

110
FIRST AMENDMENT TO THE

DOROTHY GARR
COUNTY RECORDER (4)

DECLARATION OF CREEKSIDE ESTATES UNIT NO. 6

This first amendment to the Declaration of Creekside Estates Unit No. 6 made on the date hereinafter set forth by ALDA Properties, a California General Partnership, successor Declarant (herein referred to as "Declarant"), of that certain property described on Exhibit "A" attached hereto and made a part hereof. Declarant makes reference to the following facts:

A. Declarant is the majority owner of the project under that certain Declaration of Creekside Estates Unit No. 6, recorded July 20, 1989 in Book 3170 Page 156 of Official Records in the County of El Dorado.

B. Per the provisions provided in Section 6.03 page 9 of the above referenced declaration, the Declarant shall have the unilateral right to amend or revoke this Declaration, until the conveyance of the first Lot. After the first conveyance of a Lot, this Declaration shall be amended only upon written approval of sixty-six and two-thirds percent (66-2/3%) of the Owners. Declarant hereby desires to amend said Declaration as follows:

Article 2; Section 2.03; page 2; is changed from "L.B. Properties, Incorporated, an Idaho Corporation" to "ALDA PROPERTIES, a California General Partnership".

Article 3; Section 3.03 a.; page 2; last sentence "The initial Committee shall be composed of John Moody, William Furtwangler and Larry Barnes" shall be deleted.

Article 3; Section 3.03 f. (ii); page 3; the following shall be added:

Permanent front yard landscaping shall be completed within 6 months of notice of completion at the residential structure, subject to any moratorium which may prevent such landscaping.

Article 3; Section 3.03 f. (iv); page 3 shall be deleted and replaced with the following:

"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.

EXHIBIT "A"

Lots 50 through 107 inclusive, of Creekside Estates Unit No. 6, filed
May 17, 1989 in Book G of Maps at Page 130, El Dorado County Records,
State of California.

Article 3; Section 3.03 f. (xiv) "Alterations, Additions, Remodeling, Redecoration of Exterior Portions of Structures." No alterations 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 alterations 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.

IN WITNESS WHEREOF, this First Amendment to the Declaration is executed by the undersigned this 21 day of December, 1989.

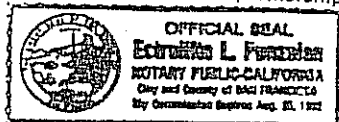
ALDA PROPERTIES, a California General Partnership

By: [Signature]
Daniel B. Rdsen, general partner

STATE OF CALIFORNIA)
COUNTY OF San Francisco) SS.

On this 21st day of December, 1989, before me, a Notary Public In and for said County and State, personally appeared DANIEL B. ROSEN

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person _____ that executed this Instrument, on behalf of the partnership and acknowledged to me that such partnership executed the same.



[Signature]
Notary's Signature

ESTRELLITA L. PONZALAN

Form 988A — Partnership Acknowledgment

El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2008-0040303-00
Friday, AUG 15, 2008 14:44:23
Ttl Pd \$21.00 Nbr-0001109823
LJP/C1/1-5

RECORDING REQUESTED BY

WHEN RECORDED, MAIL TO:
NAME

MAILING
ADDRESS

CITY, STATE
ZIP CODE

TITLE(S)

SECOND AMENDMENT TO
THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CREEKSIDE ESTATES UNIT No. 6

SECOND AMENDMENT TO
THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CREEKSIDE ESTATES UNIT NO. 6

Recitals

A. The Declaration of Covenants, Conditions and Restrictions of Creekside Estates Unit No. 6 (the "CC&Rs") concerns the real property within El Dorado County, California described as follows (the "Property"):

Lots 50 through 107, inclusive, as shown on the Map entitled "Creekside Estates Unit No. 6", recorded in the Office of the El Dorado County Recorder, Map Book G, at Page 130, on May 17, 1989.

B. The First Amendment to the CC&Rs had been filed with the El Dorado County Recorder on January 2, 1990, at Book 3270, Page 9, *et seq.*

C. On June 11, 2008, more than sixty-six and two-thirds percent (66-2/3%) of the Owners within the Property had given their written approval of the following amendment to the CC&Rs in accordance with the CC&Rs at Section 6.03.

D. Cameron Park Community Services District is authorized by California Government Code Section 61601.10(b)(5) to enforce the Declarations of Covenants, Conditions, and Restrictions within its jurisdiction. The District performs that function, and the CC&Rs are within its jurisdiction.

Amendment

Section 4.02 now provides:

4.02. Vehicle Restrictions. No trailer, camper, motor home, recreational vehicle, mobile home, commercial vehicle, truck which exceeds three-quarter ton, inoperable automobile, boat or similar vehicle or equipment shall be permitted to remain upon the Property except (1) within an enclosed garage, (2) behind a solid fence, wall or similar screening device in the rear or side of Owner's Lot. No Owner may install such a screening device unless they have first (1) obtained and submitted to the Architectural Control Committee written approval from Owners of Lots from which the screening device and/or vehicle or equipment is visible, and (2) have obtained written approval from the Architectural Control Committee after it has determined that the screening device and vehicle or equipment will not result in a material detriment or create an unreasonable nuisance with respect to any other Lot. Commercial vehicles shall not include automobiles or trucks which exceed three-quarter tons, which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicle shall be unobtrusive and inoffensive as determined by the Architectural Control Committee. No noisy or smoky vehicle shall be operated on the Property.

Except as herein amended, the CC&Rs and its First Amendment remain in full force and effect.

Certification

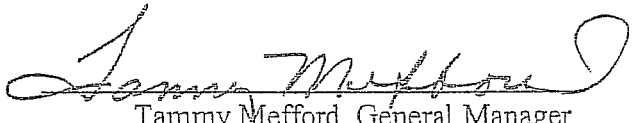
I, the undersigned, certify:

1. I am the duly qualified General Manager of Cameron Park Community Services District.

2. This Second Amendment to the CC&Rs was duly approved on June 11, 2008, in accordance with the procedures for amendment as set forth in the CC&Rs.

Cameron Park Community Services District.

Dated: 8-15-08


Tammy Mefford, General Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of EL DORADO

On August 15, 2008 before me, DONNA M. MACK Notary Public

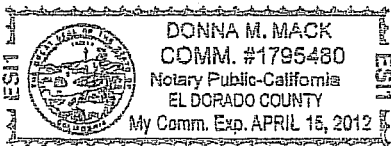
personally appeared TAMMY McEFFORD

who proved to me on the basis of satisfactory evidence to be the person(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 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 the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: AMENDMENT TO CCR - CREEKSIDE ESTATES UNIT 6

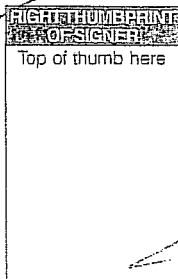
Document Date: 8-15-2008 Number of Pages: 3

Signer(s) Other Than Named Above: NA

Capacity(ies) Claimed by Signer(s)

Signer's Name:

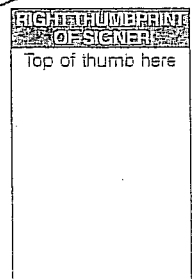
- Individual
Corporate Officer — Title(s):
Partner — Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

Signer's Name:

- Individual
Corporate Officer — Title(s):
Partner — Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing: