

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE PLATEAU

The Declaration of Covenants, Conditions and Restrictions for The Plateau was made by G. Roland Perry & Valerie J. Perry as joint tenants & Gary W. Goldberg as an unmarried man, and was recorded JULY 15, 1998, in 98-0039262, of Official Records of El Dorado County, California (the "Recorded Declaration"). The Recorded Declaration affected the real property described in Exhibit A attached to this Declaration.

G. Roland Perry & Valerie J. Perry as joint tenants & Gary W. Goldberg as an unmarried man, hereinafter "Declarant", owns all of the property described in Exhibit A.

WITNESSETH:

A. Declarant is the owner of that certain property in the County of El Dorado, State of California, which is more particularly described in Exhibit A and shown on Exhibit B, attached hereto and incorporated herein.

B. Declarant has established a general plan, set forth in this declaration, for the subdivision, improvement and development of the real property, and each and every lot and parcel on the real property, and desires to secure the harmonious and uniform development of the real property in accordance with the plan.

NOW, THEREFORE, Declarant hereby declares that the real property is, and shall be, held, conveyed, hypothecated and encumbered, subject to the following limitations, restrictions, easements, covenants, conditions, for the subdivision, improvement, protection, maintenance and sale of lots within the real property, and all of which are declared and agreed to be for the purpose of enhancing / maintaining and protecting the value and attractiveness of the real property. All of the limitations, restrictions, easements, covenants, conditions shall run with the land, shall be binding on and inure to the benefit of all parties in the real property, and shall be having or acquiring any right, title or interest binding on and inure to the benefit of the successors in interest of such articles.

ARTICLE 1. DEFINITIONS.

1.01. Committee. The "Committee" or "Architectural Control Committee" shall mean the committee of persons appointed and acting pursuant to Article 4 of this declaration.

1.02. Declarant. The "Declarant" shall mean and refer to G. Roland Perry & Valerie J. Perry as joint tenants & Gary W. Goldberg as an unmarried man, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot (or, if no final map has been recorded, the entire property) from the Declarant for the purpose of development and sale.

1.03. Downslope Lot. A "Downslope Lot" shall mean and refer to a Lot in which there is a decrease in elevation between the lowest point on the center line of any road serving the Lot and the center point of that Lot.

1.04. Lot. A "Lot" shall mean and refer to any of the numbered parcels of land shown upon any recorded subdivision map of the Property.

1.05. Mortgage. A "Mortgage" means a mortgage or deed of trust encumbering a Lot or other portion of the Property. A "Mortgage" and "Mortgage Holder" shall include the beneficiary under a

deed of trust. An "Institutional Mortgage" or "Institutional Holder" is a Mortgage that is a bank or savings and loan association, or established mortgage company or other entity chartered under federal or state laws; any corporation or insurance company, or any federal or state agency, and that holds a first Mortgage on any Lot.

1.06. Owner. The "Owner" shall mean and refer to the record owner, whether one or more person or entity, of a fee simple title to any Lot which is part of the Property. If the Lot is subject to a recorded Land Installment Sale Contract, "Owner" shall mean and refer to the contract vendor. "Owner" shall not include those having any such interest merely as security for the performance of an obligation.

1.07. Property. The "Property" shall mean and refer to all that certain real property which is described on Exhibit A and shown on Exhibit B.

1.08. Recreational Vehicle. A "Recreational Vehicle" shall mean and refer to a commercial vehicle, boat, off-road motorcycle, camper, trailer, motor home or other recreational vehicle of any type.

1.09. Street. A "Street" shall mean and refer to any of the streets, drives, circles, courts, ways or cul-de-sacs within the Property.

1.10. Unit or Residence Unit. A "Unit" or "Residence Unit" shall mean and refer to the improvements constructed on an individual Lot.

1.11. Upslope Lot. An "Upslope Lot" shall mean and refer to a Lot in which there is an increase in elevation between the highest point on the center line of any road serving the Lot and the center point of that Lot.

ARTICLE 2. PROPERTY RIGHTS; EASEMENTS.

2.01. Utility Maintenance and Repair Easements. Wherever sanitary sewer connections or water connections or electricity, gas (if any) or telephone, television lines or drainage facilities are installed within the Property, which connections, lines or facilities, or any portion thereof, lie in or upon Lots owned by other than the Owner of the Lot served by such connections, the Owners of any Lots served by such connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter such Lots or to have utility companies enter therein, or any portion thereof, to repair, replace and generally maintain such connections as and when the same may be necessary.

Wherever sanitary sewer house connections and / or water house connections or electricity, gas (if any) or telephone lines or drainage facilities are installed within the Property, which connections serve more than one Lot, the Owner of each Lot served by such connections shall be entitled to the full use and enjoyment of such portions of such connections as service his Lot.

All utility companies having easements on the Property shall have easements for cleaning, repairing, replacing and otherwise maintaining or causing to be maintained service in all underground utility lines, including, when reasonably necessary, the entry into an improvement constructed upon a Lot for uncovering any such lines. Any Owner or utility company exercising the rights granted in this section shall be obligated to restore the improvement entered to substantially its former condition.

2.02. Cross-Lot Drainage. Storm water normally will drain from a Lot across one or more

other Lots. No Owner shall alter the grade of the land within his Lot or construct any structure or retaining wall or undertake any planting or other activity which will substantially retard, change or otherwise interfere with the natural flow of surface or drainage waters to the actual or threatened injury of any other Lot, or which shall cause erosion or sliding problems.

2.03. Drainage Ditches. Declarant has installed drainage ditches to handle major storm water on the Property. The Lots which include portions of such drainage ditches are Lot #1 through Lot #15. The Owners of said Lots shown shall maintain the drainage ditch crossing their Lots in the original condition as installed by Declarant.

ARTICLE 3. USE RESTRICTIONS.

3.01. Residential Use. No Lot, nor any portion thereof, shall be used for any purpose other than one single-family residence. Except as otherwise provided in this declaration, with respect to Declarant's development and sales activities, no part of the Property shall be used or caused, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing or other such nonresidential purpose. No type of business or commercial activity of any type, including, but not limited to, yard sales, garage sales, swap meets or antique sales, shall be carried on upon any Lot, and no goods or wares, whether new or used, may be displayed for sale on any Lot where they are visible from any Street which provides access to any other dwelling or place.

3.02. Rental. The Property is designed and intended as an owner-occupied, residential development, and no Owner shall rent, lease or otherwise delegate the use and occupation of his Lot except upon all the following terms and conditions:

- A. No Lot may be leased or rented for a period of less than 30 days.
- B. The rental shall apply to not less than the entire Lot including its appurtenant rights.
- C. Any rental shall be by a written agreement which shall provide that the tenancy is subject to the terms of this declaration and that any failure of the tenant to comply with the terms of this declaration shall constitute a default under such agreement.

3.03. Offensive Activities; Nuisances. No noxious or offensive activity shall be carried on within the Property, nor shall anything be done or placed thereon which may be or become a nuisance or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their property. Without limiting any of the foregoing no Owner shall permit noise, including but not limited to, the excessive barking of dogs and the excessive playing of music systems, to emanate from Owner's Lot, which would unreasonably disturb another member's quiet enjoyment of his Lot. No Owner shall install exterior lighting on his Lot which may shine upon any neighboring Lot without the express written consent of the Architectural Control Committee.

3.04. Parking Vehicles. Subject to the provisions regarding Recreational Vehicles in Section 3.04B below, each Owner or resident within the Property may park a maximum of two vehicles parked in the driveway upon such Owner's Lot. To assure that no resident's vehicles are parked elsewhere within the Property, the following restrictions shall be smartly enforced:

A. No area shall be enclosed or used as a workshop, storage space, hobby facility or for any other use or facility which would interfere with its use for the accommodation of the number of full-sized passenger vehicles which the garage was originally designed to accommodate.

B. No inoperable vehicle or Recreational Vehicle of any type shall be kept or parked

in any driveway, sidewalk or yard area within the Lots unless such vehicle is completely enclosed and cannot be viewed from the Street or any other Lot.

C. All driveways and garages shall be maintained in a neat and orderly condition and garage doors shall be kept closed except during the time required for vehicles to enter or depart. No Owner or resident shall permit overnight guests or frequent visitors to the Property to park in any manner which violates the provisions of this section.

In order to prevent or eliminate any parking problems within the Property, or to further define and enforce the restrictions of this Section 3.04, the Architectural Control Committee shall have the power and authority to establish additional rules, restrictions and penalties and to impose fines or towing procedures for repeated violations of the parking restrictions, as determined by the Committee.

3.05. Signs.

A. Residential Lot Signs. There shall be permitted a sign of reasonable and customary dimensions displayed on a Lot and advertising the Lot for sale. There shall be further permitted to the Declarant or successor developer, their agents and assigns, the right to erect and maintain such signs and other advertising devices or structures as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement, subdivision and sale of the Property. Except as permitted above, or as required by law, no sign, flag or other advertising device of any character shall be erected, maintained or displayed upon any portion of the Property.

B. Residential Sign - Consent of Others. Where applicable law provides that an advertising device is permitted on real property owned by another, provided the owner of the property upon which the advertising device is to be placed consents to such placement, the Architectural Control Committee shall have the further right to enact reasonable regulations recorded in the manner in which such consent is requested, obtained and documented and the duration of such consent.

3.06. Antennae, External Fixtures. No television or radio poles, exterior fluorescent lights, antennae, satellite dishes larger than 24 inches in diameter, flagpoles or other external fixtures, other than those originally installed by Declarant or approved by the Architectural Control Committee, and any replacements, shall be constructed, erected or maintained on any Lot or on any structures on any Lot if such fixture is visible from any Street within the Property. No wiring insulation, air conditioning or other machinery or equipment, other than those existing at the time of each Lot sale, and their duplicate replacements, shall be constructed, erected or maintained on or within the exterior of any structure within the Property without the prior written approval of the Committee. To the extent permitted by law, the installation of solar panels shall be subject to the prior written approval of the Committee if the same are visible from any Street.

3.07. Fences, Screens and Walls. No fences, awnings, ornamental screens, screen doors, sunshades, metal bars on windows or doors or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the Property except those authorized and approved by the Architectural Control Committee in accordance with 4.13 E. Any fence authorized and approved by the Committee shall be designed and erected in accordance with El Dorado County codes and regulations.

3.08. Sight Distance at Intersections. No fence, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by Street property lines and a line connecting them at points twenty-five 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 10 feet from the intersection of a Street property line with the edge of a driveway. 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 lines. No fence or hedge exceeding three feet in height shall be erected or permitted to remain or allowed to grow nearer any Street than setback lines shown on the recorded plat.

3.09. Animals. No animals, livestock or poultry shall be kept in any Lot or elsewhere within the Property except that pet birds in a birdcage, fish, domestic cats or domestic dogs may be kept as household pets within any Unit if they are not kept, bred or raised for commercial purposes or in unreasonable quantities as determined by the Architectural Control Committee. The Committee can prohibit maintenance of any animal which, in the sole and exclusive opinion of the Committee, constitutes a nuisance or health hazard to any other Owner. Each person keeping a pet on the Property shall be absolutely and strictly liable to other Owners, their family members, guests, invitees, tenants and contract purchasers, and their respective family members, guests and invitees, for any injury to persons or damage to Property caused by any pet brought on or kept on the Property by such person or by members of his family, his guests or invitees.

3.10. Trash. All garbage and trash shall be placed and kept in covered containers. In no event shall such containers be kept where they are visible from the Street or any neighboring Lot, except as may reasonably be necessary in connection with the collection thereof by the garbage collector. No portion of any Lot shall be used for the storage of building materials, accumulation of rubbish or other unsightly materials except in connection with approved construction.

3.11. Outside Drying, Laundering and Window Covering. No exterior clothesline shall be erected or maintained on any Lot. No laundering clothes drying or related activity shall be permitted outside any building. Neither sheets nor aluminum foil may be used as window coverings.

3.12. Storage and Service Areas; Permanent Structures. Storage and service areas shall be so located or enclosed that they are not visible from any Street which provides access to any other dwelling or place. No machine or appliance of any type, nor any inoperable motor vehicle of any type, shall be stored on any Lot or parcel. The design of any storage or service area or permanent structure must be approved by the Architectural Control Committee. Any storage or service area or permanent structure and the materials used therefor must be compatible with the design and construction of the Residence Unit on the Lot.

3.13. Exterior Alterations; Temporary Structures. No Owner shall make or permit to be made, at his expense or otherwise, any alterations or modifications to the exterior of the buildings, fences, railings or walls situated within the Property, without the prior written consent of the Architectural Control Committee. No structures of a temporary character, trailer, tent, shack, garage, barn or other out building shall be erected on the Property without the express consent of the

Committee; and in any event, no such structure shall be used on any Lot at any time as a residence, either temporarily or permanently. All permanent structures shall be constructed in accordance with this agreement.

3.14. Compliance with Laws. No Owner shall permit anything to be done or kept in his Lot that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal body.

3.15. Interference with Access. No one shall interfere with or otherwise restrict the free right of passage of the Owners, their agents, servants, tenants, guests and employees over driveways or passages leading to their respective garages.

3.16. Restrictions on Owners' Landscaping. Unless there has been prior written approval of the Architectural Control Committee, no Owner shall: (a) plant any tree on a Lot where the distance from the center of the tree trunk is less than three feet from any fence; or (b) alter the grade of the land within his Lot or construct any structure or retaining wall or undertake any planting or other activity which will substantially retard, change or otherwise interfere with the natural flow of surface or drainage waters to the actual or threatened injury of any other Lot, or which shall cause erosion or sliding problems.

3.17. No Further Subdivision. Except as expressly provided in this Section 3.17, no Lot subject to this declaration may be split or subdivided. Lot line adjustments between adjacent property Owners shall be permitted with the consent of the Architectural Control Committee and approval by the County of El Dorado, provided the Lot is neither increased nor decreased in size by more than 10%, cumulatively, from the size of the Lot as shown on any final subdivision map of the Property.

3.18. Enforcement

A. The failure of any Owner to comply with any provision of this declaration shall give rise to a cause of action by the Architectural Control Committee, Cameron Park Community Service District, Declarant or any aggrieved Owner for the recovery of damages or for injunctive relief, or both.

B. The Committee or its assigns shall have the authority to order an abatement of any construction, alteration or other matter for which approval is required, to the extent that it has not been approved by the Committee or that it does not conform to the plans and specifications submitted to the Committee. No work for which approval is required shall be deemed to be approved simply because it has been completed without a complaint, notice of violation or commencement of a suit to enjoin such work.

C. If any legal proceeding is initiated to enforce the provisions of this declaration, the prevailing party shall be entitled to collect costs and reasonable attorneys' fees.

3.19. Propane Tanks. An Owner may install a propane tank on his or her Lot only with the approval of the Architectural Control Committee as to location and in accordance with the requirements for installing propane tanks established by El Dorado County, the El Dorado County Fire Protection District and the Cameron Park Fire Department. All propane tanks shall be screened from viewing from any street in a manner approved by the Committee.

3.20. Sewer Backflow Valves. In accordance with Section 4.13J, the construction of

residences on certain Lots within the Property may require the installation of a backflow valve within the sewer line serving the Residence Unit. When cleaning out the sewer line on a Lot with a backflow valve, the Owner of such Lot shall exercise appropriate care and shall advise its contractor to exercise appropriate care to avoid damaging or destroying the backflow valve.

ARTICLE 4 - ARCHITECTURAL CONTROL COMMITTEE.

4.01. Membership. The Architectural Control Committee shall be:

Gary W. Goldberg

G. Roland Perry

Debi Ambroff

Bart Edwards

The mailing addresses of the Committee is:

The Plateau Architectural Control Committee

6060 Sunrise Vista Drive

Suite 1110

Citrus Heights, CA 95610

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 member or members shall have full authority to designate a successor or successors. In the event of the failure of the remaining member or members of the Committee to appoint a successor or successors within 90 days after the death or resignation of a member or members the then record Owners of a majority of the Lots subject to this declaration shall have the power, through a duly recorded written instrument, to appoint such successor or successors. When the Declarant has sold and closed one hundred percent (100%) of its Lots, the Architectural Control Committee shall be deemed to resign without further action. At that time the function of the Architectural Control Committee will be turned over to the Cameron Park Community Service District, located at 3200 Country Club Drive, Cameron Park CA. The member's of the Architectural Control Committee will then be comprised and / or decided upon solely by the staff of the Community Service District.

4.02. Approval Required. The exterior appearance of all the initial improvements on a Lot and all subsequent alterations or additions thereto shall require the prior written approval of the Architectural Control Committee. Such improvements requiring approval include any residence, garage, fence, wall, gazebo or other accessory buildings or other structure and any front yard landscaping or alteration thereof (except for routine trimming replanting and maintenance) visible from any adjacent Lot or from any Street within the Property. All requests for approval shall include such plans, specifications and samples of colors and materials as are appropriate to adequately depict the style, size, location, shape, color and materials of the improvements in question. In exercise of its authority, the Committee may condition its approval of proposals and plans and specifications on such changes or conditions thereto as it deems appropriate; require submission of additional plans and specifications or other information prior to approval or disapproval of the proposed construction, alterations or additions; and require a nominal fee payable to the Committee to accompany each application for approval. No Owner shall apply for a building permit or commence construction until all the plans and specifications for the proposed improvements have been reviewed and

approved by the Committee.

4.03. Preliminary Approval. Any Owner proposing to construct any structure or other improvement on a Lot requiring the prior approval of the Architectural Control Committee may apply to the Committee for preliminary approval by submission of preliminary drawings of the proposed structure or improvement in accordance with the Committee rules. The purpose of this paragraph is to allow an Owner who proposes to make substantial improvements to this Lot an opportunity to obtain guidance from the Committee concerning design considerations before expending substantial sums for plans and other exhibits required to apply for final architectural approval. Applications for preliminary approval shall be considered and disposed of by the Committee as follows:

Within 30 days after receipt by the Committee of proper application for preliminary approval, the Committee shall consider and act upon such request. The Committee shall grant the approval only if the proposed structure or improvement, to the extent its nature and characteristics are shown by the application, would be entitled to a final approval on the basis of a full and complete application. Failure of the Committee to act within such 30-day period shall constitute preliminary approval. In granting or denying approval, the Committee may give the applicant such directions concerning the form and substance of the final application for approval as the Committee may deem proper or desirable for the guidance of the applicant.

Any preliminary approval granted by the Committee shall be effective for a period of 90 days from the date of the issuance thereof. During that period, any application for final approval which consists of proposed structures or improvements in accordance with the provisions of the preliminary approval, and is otherwise acceptable under the terms of these restrictions, may be approved by the Committee.

In no event shall any preliminary approval be deemed to be an approval authorizing construction of the requested structures or improvements or any other improvements, structures or alterations not reviewed preliminarily.

4.04. Procedure. No application for final approval required by this Article or under any section of Article 3 shall be deemed appropriately submitted unless the improvement, addition or alteration is fully described and shown by appropriate construction drawings at 1/4 inch scale, a site plan indicating contour grading design at 40 scale and specifications including exterior color samples and material samples

where necessary. The site plan shall include information concerning drainage and erosion control as required by the topography of the Lot. The request for approval and relevant materials shall be deemed submitted as of the date when they are personally received by the Architectural Control Committee. Decisions of the Committee and the reasons therefor other than applications for preliminary approval, pursuant to Section 4.03 above, shall be transmitted by the Committee to the applicant within 30 days after receipt by the Committee of all materials required by the Committee. Any application submitted pursuant to this declaration shall be deemed approved, unless written disapproval or a request for additional information or materials by the Committee shall have been transmitted to the applicant within 30 days after the date of receipt by the Committee of all required materials.

4.05. Approval Provisions for Owners of More than One Lot. Owners of two or more Lots shall obtain approval in accordance with the provisions of Sections 4.03 and 4.04 of the plans and specifications for each home that such Owner plans to build on any Lot. In its application for approval of each home, the Owner shall submit for approval by the Architectural Control Committee a list of all Lots owned by such Owner upon which the Owner may place such home (the "List"). The Owner may include a Lot on more than one List and may subsequently construct on such Lot any home for which the Lot

was included in the approved List.

4.06. Compensation. The members of the Architectural Control Committee and their representatives shall receive no compensation for their services rendered hereunder, other than reimbursement by an applicant for expenses incurred by them in the performance of their duties hereunder.

4.07. Inspection and Enforcement. The Architectural Control Committee may at any time inspect any improvement for which approval of plans is required under this declaration; provided, however, that the Committee's right of inspection shall terminate 60 days after the work of improvement shall have been completed and the respective Owners shall have given written notice to the Committee of such completion. If, as a result of such inspection, the Committee finds that such improvement was done without obtaining the approval of the plans therefor or was not done in substantial compliance with the plans approved by the Committee, it shall notify the Owner in writing of the failure to comply with this declaration within 30 days from the inspection, specifying the particulars for noncompliance. If the Owner fails to remedy the noncompliance within 30 days of notification, the Committee or its assignee may proceed with enforcement.

4.08. Set Back. All dwellings, garages and other structures shall be located at least 20 feet from the front boundary, 20 feet from the side Street boundary on a corner Lot, 5 feet from the side boundary of an interior Lot and 15 feet from the rear boundary of the Lot unless a variance is approved by the Architectural Control Committee. On corner Lots, the fences on the front and side Streets shall be located no closer to the front Street boundary and side street boundary than the primary residential structure on the Lot. For the purpose of this section, eaves, steps and chimneys shall not be considered as a part of a building; provided, however, that this provision shall not be construed to permit any portion of a building to encroach upon another Lot. If the County of El Dorado imposes more stringent or conflicting requirements with respect to any of the provisions of this Section 4.08, then the County of El Dorado's requirements shall apply. Each Owner shall be solely responsible for determining the applicable requirements of the County of El Dorado and shall be solely responsible for compliance therewith.

4.09. New Construction. All buildings erected on any Lot shall be of new construction. However, this section shall not prevent the use of used brick or other materials that may be attractive and preservative of property values. When the construction of a building is begun on a Lot, work shall be pursued diligently and continuously to completion subject to weather, strikes, acts of God and other matters beyond the control of the Owner. The exterior finish, including finished painting of any dwelling shall be completed, in any event, within 12 months after the commencement of construction.

4.10. Licensed Contractors. Residential structures shall all be constructed by a contractor actively licensed under the laws of the State of California and the Architectural Control Committee shall not approve any construction plans or designs unless the contractor therefor has been duly licensed.

4.11. Landscaping Requirement. Every Owner of a Lot within the Property shall be responsible for installing within 12 months of completion of the Unit and maintaining in good and

attractive condition landscaping and an automatic irrigation system on those portions of the Lot which are visible from any Street within the Property. Non vegetative contiguous landscaping (such as bark or rock) within the front yard of each Lot shall not exceed a total of 25% of the Lot area (exclusive of driveways) between the front of the residence and the Street right of way line, unless such non vegetative landscaping is within the dripline of a native oak. Prior to the commencement of installation, landscaping plans shall be submitted to and approved by the Architectural Control Committee pursuant to the provisions of Sections 4.02, 4.03 and 4.04. Such plans shall include the size, type and location of all plants, materials and sprinkler systems. In the event that the Owner fails to install or maintain such landscaping properly, the Committee may cause the appropriate work to be done and shall be entitled to reimbursement for the costs thereof from the Owner apply:

4.12. Drainage and Erosion Control. In designing and constructing the improvements on any Lot, the Owner shall provide for adequate drainage and erosion control. After construction, the Owner shall properly maintain all drainage and erosion control facilities.

4.13. General Design Restriction. The following design restrictions shall be enforced.

A. Type and Character of Design. Exterior design of all the improvements on any Lot shall be compatible with the overall atmosphere of the subdivision. Approval of such exterior design shall be in the sole discretion of the Architectural Control Committee. Decisions of the Committee shall be final.

B. Home Size. Each residence shall have a total floor area (excluding decks, patios, balconies and garages) of at least 2,000 square feet.

C. Height of Structure. The maximum height of a residence constructed on a Downslope Lot as defined in Section 1.04 shall not exceed 30 feet as measured from the highest point on the foundation, including the garage and all appurtenant structures. The maximum height of a residence constructed on an Upslope Lot as defined in Section 1.11 shall not exceed 35 feet from the lowest point on the foundation, including the garage and all appurtenant structures.

D. Garages and Driveways. The residential improvements on each Lot shall include a garage to accommodate at least two cars. Carports shall not be allowed. At least one garage door in each residence shall be equipped with an automatic electric or remote control door opener. Each Lot must have a concrete driveway.

E. Fences. All fences, including the location, style, color, height and function of such fence, must be approved in writing by the Committee prior to installation. All fences shall be a maximum height of 6 feet. The Owner shall maintain and repair the fences on his Lot or Lots. If the Owner fails or refuses to fully and faithfully comply with and conform to the provisions of this subsection, then Declarant or the Committee shall have the right to enter upon such Lot or Lots and perform or cause to be performed such work as may be necessary to fulfill the requirements of this Section 4.13, charging the costs to the Owner.

F. Building Scribed Sidings Materials. There shall be no press material except that no

vertical side of any structure shall have a finished surface of imitation wood shingles or other siding material which the Committee deems unsuitable or inferior. No reflective finishes shall be used on exterior surfaces with the exception of hardware items.

G. Roofs. All homes shall have a roof pitch not less than 5' in 12' on two-story houses or 6' in 12' on one-story houses. Roofing materials shall be concrete or clay-fired tile. Notwithstanding the foregoing, all roofing materials shall be a minimum Class A in accordance with the Uniform Building Code. Under no circumstances may asphalt shingles be used. All roof top colors shall be subject to Committee approval. Rooftop heating and/or air-conditioning units are prohibited with the exception of solar energy panels, which must be approved by the Committee.

H. Telephone and Electrical Service. No overhead telephone or electrical service lines or poles may be constructed on any Lot or cross over any Lot. All portions of telephone and electrical service lines not located entirely within the enclosed portion of a dwelling other than service pedestals must be buried beneath the surface of the ground.

I. Gravity Sewer Limitations. Certain Lots have gravity sewer limitations. Structures built below certain elevations may not be able to sewer by gravity. Prior to construction, each Owner shall determine, or shall cause his or her contractor to determine, whether the location and elevation of the Residence Unit on such Owner's Lot will require the installation of a sewer pump. Sewer laterals have been installed to the property line of each Lot. The depth of the sewer lateral, at the curb location, is a minimum of three feet below the top of the back of the curb.

J. Backflow Valve Lots. Due to the hilly nature of the Property, certain Lots (the "Backflow Valve Lots") are situated so that the building floor pad elevation is not at least six inches higher than the elevation of the nearest upstream sewer manhole rim. As a result, should the main sewage system in the Property be completely clogged, without appropriate protection, sewage could back up into the residence on a Backflow Valve Lot before it could spill out of a manhole. Prior to construction, every Owner shall determine, or cause his or her contractor to determine, whether such Owner's Lot is a Backflow Valve Lot. Each Owner or other party constructing residential improvements on a Backflow Valve Lot shall install one or more backflow valves within the sewer lines on each Backflow Valve Lot to prevent such an occurrence.

4.14 Variances. The Architectural Control Committee may authorize variances from compliance with any of the stated design restrictions or architectural provisions of this declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variances must be evidenced in writing. If variances are granted, no violation of this declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of this declaration for any purpose except as to the particular improvement and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of all or any portion of the

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project.

4.15. Liability of Committee Members. Neither Declarant, the Architectural Control Committee, nor their duly authorized representatives shall be liable to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties under this declaration.

4.16. Enforcement by Committee. The Architectural Control Committee shall have enforcement rights with respect to any matters required to be submitted to and approved by the Committee, and may, but shall not be obligated to, enforce such architectural control by any proceeding at law or in equity. In addition, the Committee shall have the authority to order an abatement of any construction, alteration or other matter for which approval is required, to the extent that it has not been approved by the Committee or that it does not conform to the plans and specifications submitted to the Committee. If any legal proceeding is initiated to enforce the provisions of this declaration, the prevailing party shall be entitled to collect costs and reasonable attorneys' fees.

ARTICLE 5. DUTIES AND OBLIGATIONS.

5.01. Owners' Maintenance Obligations. Each Owner shall be responsible for maintenance and repair of his Lot, his individual Residence Unit and all other improvements on the Lot. Such maintenance shall include, but shall not be limited to, the regular mowing and trimming of grass and other vegetation so as to maintain the landscaping on the Lot in a neat and attractive condition.

5.02. Property Taxes and Assessments. Each Owner shall be obligated to pay any taxes or assessments levied by the County Assessor or other public agencies against his own Lot and personal property.

ARTICLE 6. PROTECTION OF MORTGAGEES.

6.01. Mortgage Permitted. Any Owner may encumber his Lot with a Mortgage.

6.02. Priority of Mortgages. 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 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.

6.03. Effort 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.

6.04. Curing Defaults. A Mortgagee who acquires title by judicial foreclosure, deed in lieu of foreclosure or trustee's sale shall not be obligated to cure any breach of the provisions of this declaration which is not curable or of a type which is not practical or feasible to cure. The determination of the Committee, made in good faith as to whether a breach is not curable or not feasible to cure, shall be final and binding on all Mortgages.

6.05. Resale. It is intended that any loan to facilitate the resale of any Lot after judicial

foreclosure, deed in lieu of foreclosure or trustee's sale is a loan made in good faith and for value and is entitled to all of the rights and protections afforded to other Mortgages.

6.06. Conflicts. In the event of any conflict between any of the provisions of this article and any of the other provisions of this declaration, the provisions of this article shall control.

6.07. Distribution Rights. No provision of this declaration shall be deemed to give an Owner, or any other party, priority over any rights of first Mortgages of a Lot pursuant to their Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Lots.

ARTICLE 7. LIMITATION OF RESTRICTIONS ON DECLARANT.

7.01. Completion and Sale of Development. Declarant is undertaking (the work of constructing) improvements upon the Property. The completion of that work and the sale or other disposal of the Lots is essential to the establishment and welfare of the Property. In order that such work may be completed as rapidly as possible, nothing in this declaration shall be understood and construed to:

A. Prevent Declarant, its contractors or subcontractors from doing on the Property, or any part thereof, whatever is reasonably necessary or advisable in connection with the completion of such work; or

B. Prevent Declarant or its representatives from erecting construction and maintaining on any parts of the Property such structures as may be reasonably necessary for the conduct of its business of completing said work and establishing said Property as a residential community and disposing of the Property in Lots by sale, lease or otherwise; or

C. Prevent Declarant from conducting on any part of the Property its business of completing said work and of establishing said Property as residential development and of disposing of the Property in Lots by sale, lease or otherwise; or

D. Prevent Declarant from maintaining such sign or signs on any of the Property as may be necessary or desirable for the sale, lease or disposition thereof. The rights of Declarant in this declaration may be assigned by Declarant to any successor (to all or any part of any Declarant's interest in the Property, as developer) by an express assignment incorporated in a recorded deed that transfers an interest to such successor. The exemption granted by this section shall automatically expire upon the conveyance to an Owner of the last Lot in the Property owned by Declarant or three years following the most recent issuance by the California Department of Real Estate of a public report for the Property, whichever occurs first.

7.02. Creation of Easements. Declarant shall have the right at any time prior to acquisition of title by a grantee to establish additional easements and reservations. Declarant or the organization for whose benefit easements, reservations and rights-of-way have been established shall have the right at

any time to cut and remove any trees or branches or any other unauthorized object from such easements, reservations and rights-of-way.

ARTICLE 8. MISCELLANEOUS PROVISIONS.

8.01. Enforcement. The Declarant, the Architectural Control Committee or any Owner, shall have the right, but not the obligation, to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of this declaration. Failure by the Declarant, the Committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant, the Committee or their assigns shall have the authority to order the abatement or removal of any construction, alteration or other matter for which approval of the Committee is required, if the same has not been approved by the Committee or does not conform to the plans submitted. No work for which architectural approval is required shall be deemed approved simply because it has been completed without a complaint, notice of violation or injunction. In the event of any legal proceedings to enforce any provision of this declaration, the prevailing party shall be entitled to reasonable attorneys' fees as well as the costs of such proceeding. Any charge imposed on an Owner pursuant to Section 4.11 or 4.13 above shall be the personal obligation of the person(s) who own(s) the Lot in question at the time the expense is incurred. If not paid within 10 days of notice of the amount due, such charges may be collected by any proceeding at law, together with interest at the maximum rate allowed by law.

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

8.03. Term. The covenants and restrictions of this declaration shall run with and bind the land, for a term of 30 years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years.

8.04. Amendment. After the issuance of the first final subdivision public report pertaining to the Property, this declaration may be amended in any respect by the vote or written consent of the owner of at least 66 2/3% of the Lots. If the consent or approval of any governmental authority, Mortgagee or other person, firm, agency or entity is required under this declaration with respect to any amendment or revocation of any provision of this declaration, no such amendment or revocation shall become effective against such governmental authority, Mortgagee or other person agency or entity, or their successors, unless such consent or approval is obtained.

ARTICLE 9. TERMINATION OF ANY RESPONSIBILITY OF DECLARANT.

In the event Declarant shall convey all of its rights, title and interest to any partnership, individual or individuals, corporation or corporations, in and to the real property described herein, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant. This article shall not

terminate an responsibility of Declarant for acts or omissions occurring prior to the conveyance to such partnership, individual or individuals, corporation or corporations. However, this shall not limit Declarant's right to enter into a contract or agreement dealing with such acts or omissions providing the contract or agreement is enforced by Declarant, if necessary.

Dated 14 day of July, 1998.

By: *Gary W. Goldberg*
Gary W. Goldberg, Owner

By: *G. Roland Perry*
G. Roland Perry, Owner

By: *Valerie J. Perry*
Valerie J. Perry, Owner

CERTIFIED COPY

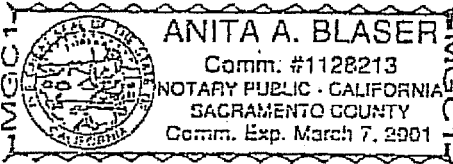
PURPOSE ACKNOWLEDGEMENT

State of California
County of Sacramento

On July 14, 1998 before me, Anita A. Blaser

Personally appeared G. Roland Perry and Valerie J. Perry and Gary W. Goldberg

Improved 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.



Witness my hand and official seal.
Anita A. Blaser
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
CORPORATE
OFFICER(S)
PARTNER(S)
ATTORNEY-IN-FACT
TRUSTEE(S)
SUBSCRIBING WITNESS
GUARDIAN/CONSERVATOR
OTHER:

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(ES)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Type or Type of Document CC&R's
Number of Pages 16
Date of Document
Signer(s) Other Than Named Above

Exhibit A

CERTIFIED COPY

The Plateau is defined as:

That certain real property situated in the unincorporated area of the County of El Dorado, State of California, more particularly described as follows:

Lots 1 through 15 inclusive as shown on that certain map entitled "The Plateau", which map was filed for record in the Office of the El Dorado County Recorder July 14, _____, 1998, in the Book I _____ of Maps, at Page 4 _____.

A.P.N. 103-040-08

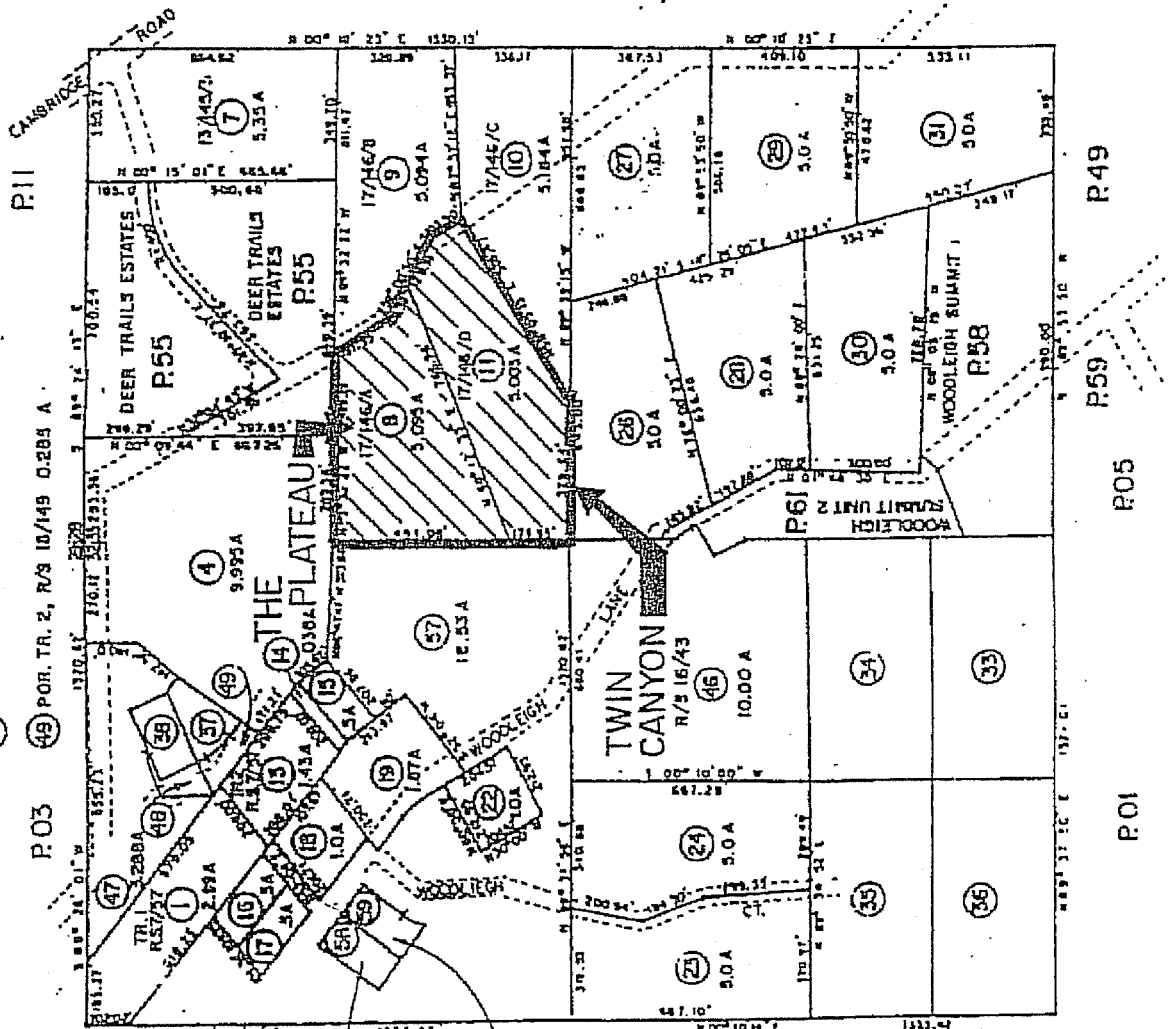
CERTIFIED COPY

JUL 25 1995

Exhibit B

BK.82

- 36 POR. TR. 1, R/S 18/149 0.500 A
- 43 POR. TR. 5, R/S 18/149 0.227 A
- 37 POR. TR. 2, R/S 18/149 0.500 A
- 49 POR. TR. 2, R/S 10/149 0.285 A



TR. 1
R/S 20/123
D.498 A
P.01

TR. 2
R/S 20/123
D.502 A

P.11

P.03

THE PLATEAU

TWIN CANYON

P.55

P.55

P.61

P.49

P.59

P.05

P.01

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CSA

02/09/2004, 20040008870

GUTHRIE & GUTHRIE
Attorneys at Law
3461 Robin Lane, Suite 2
Cameron Park, CA 95682

EL DORADO CO. RECORDER-CLERK

**DECLARATION OF APPOINTMENT OF
SUCCESSOR ARCHITECTURAL CONTROL COMMITTEES
FOR TWIN CANYONS AND THE PLATEAU**

THE UNDERSIGNED, as the sole remaining member of the Architectural Control Committees for Twin Canyons, as shown on that certain map filed in the office of the El Dorado County Recorder, July 14, 1998 in Book I of Maps at Page 5, and for The Plateau, as shown on that certain map filed in the office of the El Dorado County Recorder, July 14, 1998 in Book I of Maps at Page 4, declare that:

1. Recorded Declarations; Architectural Control Committee

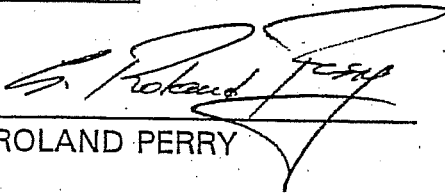
- A. A Declaration of Covenants, Conditions and Restrictions for Twin Canyons was recorded as document 039263 and a Declaration of Covenants, Conditions and Restrictions for The Plateau was recorded as document 039262, office of the El Dorado County Recorder (collectively the "Declarations").
- B. Section 4.01 of each Declaration provides that the remaining member of the Architectural Control Committee has authority to designate successors to the committee.

2. Appointment of Successor and Resignations

- A. In accordance with Section 4.01 of the Declarations, the undersigned appoints in his place the CAMERON PARK COMMUNITY SERVICES DISTRICT pursuant to its authority under *California Government Code 61601.10* to act as the Committee for all purposes stated in the Declarations.

B. The undersigned hereby resigns from the two Architectural Control Committees.

Dated 1/26/, 2004


G. ROLAND PERRY

STATE OF CALIFORNIA)
 :SS
COUNTY OF EL DORADO)

On 1/26 2004, before me, Dee-Ann Siebum, Notary Public, personally appeared G. ROLAND PERRY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Dee-Ann Siebum

