

06/17/1999, 19990037782

WHEN RECORDED MAIL TO:

LMD CAMERON, LLC
5170 HILLSDALE CIRCLE SUITE A
EL DORADO HILLS, CA 95762

EL DORADO CO. RECORDER-CLERK

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
CAMERON RIDGE UNIT NO. 1

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made by LMD Cameron, LLC, a California limited liability company ("Declarant").

P R E A M B L E

- A. Declarant is the owner of all real property ("Property") in the County of El Dorado, State of California, described as follows:

CAMERON Lots 1 through 33, inclusive, as shown on that certain map entitled Ridge Unit No. 1, filed in the Office of the County Recorder of El Dorado County, California, on May 14, 1999, in Book I of Maps, at Page 36.

- B. Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Property, to develop and convey all of the Property pursuant to a general plan and subject to the respective covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges set forth herein, pursuant to the Davis-Stirling Common Interest Development Act. In furtherance thereof, Declarant has also deemed it desirable to create an architectural committee to enforce this Declaration and provide for an approval system for architectural related changes and additions to the Property.
- C. Declarant hereby declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the easements, restrictions, reservations, rights, covenants, conditions and equitable servitudes contained in this Declaration, all of which are for the purpose of enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property or any portion thereof. The covenants, conditions, restrictions, rights, reservations, easements and equitable servitudes set forth herein shall (1) run with and burden the Property and shall be binding upon all persons having or acquiring any interest in the Property or any part thereof, their heirs, successors and assigns; (2) inure to the benefit of every portion of the Property and any interest therein; and (3) inure to the benefit of and be binding upon each person holding a fee simple interest to any portion of the Property and each of such person's successors in interest.

ARTICLE 1: DEFINITIONS

- 1.01 "Architectural Committee" means the committee created pursuant to Article 3 hereof, and the terms "Committee", "Architectural Committee" and "Architectural Control Committee" may be used interchangeably herein.
- 1.02 "Declarant" shall mean and refer to LMD Cameron, a California limited liability company, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.
- 1.03 "Declaration" means this Declaration, as amended or supplemented from time to time.
- 1.04 "Lot" shall mean and refer to any separate residence plot shown upon any recorded subdivision map of the Properties.
- 1.05 "Mortgage" shall mean and include a deed of trust as well as a mortgage in the conventional sense.
- 1.06 "Mortgagee" shall mean and include a beneficiary under a holder of a deed of trust as well as a mortgage.
- 1.07 "Mortgagor" means a person or entity who mortgages his or its property to another (i.e., the maker of a Mortgage), and shall include the Trustor of a deed of trust. The term "Trustor" shall be synonymous with the term "Mortgagor".
- 1.08 "Owner" shall mean and refer to the record owner, whether one or more persons or entity, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.09 "Person" means a natural person or any other entity with the legal right to hold title to real property.
- 1.10 "Properties" or "Property" shall mean and refer to all that certain real property which is described in as described in paragraph "A" of the Preamble, and any additions thereto which are made subject to this Declaration.
- 1.11 "Record, Recorded, and Recordation" means, with respect to any document, the recordation of such documents in the Office of the County Recorder of El Dorado County, California, which may also be referred to herein as "file" or "filed".

ARTICLE 2: ARCHITECTURAL AND USE RESTRICTIONS

- 2.01 Purpose of Restrictions. It is the desire and intention of the Declarant to impose on the Property mutually beneficial restrictions to insure the best use and the most appropriate development and improvement of each Lot within the Properties; to protect the Owners against such improper use of surrounding Lots as will depreciate the value of their property; to preserve the natural beauty of the Properties, so far as practicable; and to encourage the construction of attractive residential improvements. Therefore, each Lot within the Properties shall be improved, occupied and used subject to the restrictions stated in this Article.
- 2.02 Design Guidelines. "Exhibit A", Design Guidelines, are attached hereto and incorporated herein by this reference.
- 2.03 Residential Use and Building Type. Each Lot shall be used for residential purposes only; and no part of the Properties shall be used or caused, allowed or authorized to be used in any way, directly or indirectly for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose. Notwithstanding the foregoing, Owners or occupants of the Lots may use a room or rooms in the residence as an office provided that the primary use of the Lot is as a residence, no advertising or a sign is used in any manner in connection with the office use, and no customers, clients, or patients enter the Lot on any regular basis. The use of Lots by the Declarant or its designees as models and sales and construction offices for purposes of developing, improving and selling the Lots in the Development shall not be a violation of this restriction. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three cars per dwelling unit.
- 2.04 Dwelling Quality. After the transfer of any Lot within the Property pursuant to a transaction requiring the issuance of a Final Report, all dwellings shall be of a quality of workmanship and materials substantially the same or better than the first homes to be constructed by Declarant on the Property.
- 2.05 Building Location. The Cameron Park Fire District has established a forty-foot (40') open space setback along the northern/southern and western boundary of the Property in which no houses may be built. However, Declarant has the right to a variance with regards to said setback and may build accordingly as needed and approved by the Cameron Park Fire District. In addition, no building shall be located on any Lot closer to the either the front or the side street property lines than the minimum building setback lines as required by El Dorado County. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

- 2.06 Restrictions on Grading; Drainage. There shall be no cutting, filling, grading or contouring of any Lot in any manner which would interfere with the engineered drainage pattern throughout the Properties. Declarant will grade each and every Lot so that it will drain either to the street or to an established drainage structure. Each Owner is obligated herein to maintain the drainage pattern of his Lot as it was designed and constructed by the Declarant. No Owner shall divert his Lot drainage on to a neighboring Lot, except as otherwise approved by the Architectural Control Committee.
- 2.07 Roofs. All dwellings shall have roofs of concrete tile. Roof additions and replacements shall consist of concrete tile and shall be approved by the Architectural Control Committee. Roofs may not be painted.
- 2.08 Exterior Painting. There shall be no exterior painting of any structure or fence by or on behalf of the Owners or any person thereunder which does not blend and compliment the color schemes of existing structures. All exterior colors are to be approved by the Architectural Control Committee.
- 2.09 Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the Properties. Within such easement areas no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The utility easement areas of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which public authority or utility company is responsible.
- 2.10 Offensive Activities. No noxious or offensive activity shall be carried on within the Properties, 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 barking of dogs, and the excessive playing of music systems, to emanate from the Owner's Lot, which would unreasonably disturb another Owner's quiet enjoyment of his Lot.

- 2.11 Antenna, Satellite Dishes, Solar Water Heaters, etc. No external antenna of any kind will be set up on any Lot or on any house, which is larger than 36 inches in diameter. In addition, the Architectural Control Committee shall have the right to establish guidelines for and approve the location of any external antenna in compliance with California Civil Code Section 1376. No television or radio poles, flag poles, clotheslines, basketball standards, or other external fixtures may be erected other than those approved by the Architectural Control Committee. All types of refrigerating, cooling, heating and water filtering or any other similar equipment must be concealed from public view and shall not be installed on any roof. Ground mounted satellite dishes not exceeding seven feet in height may be installed in rear yards. No satellite dish may be installed on a roof that is visible from any street. The use of solar water heaters will be subject to the review and approval of the Architectural Control Committee. Owners of Lots are encouraged to utilize solar water heaters on rooftops or mounted on rear yard trellises, provided such solar water heaters blend with the architecture of the house. Such heaters may not be placed on that portion or portions of the roof facing the street, however.
- 2.12 Solar Easement. No Owner shall maintain on his particular Lot any structure or landscaping which obstructs the right of his adjacent Owners to receive reasonable amounts of solar energy.
- 2.13 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 fence, wall or any other enclosure approved by the Architectural Control Committee so as not to be visible from any street. In addition, no clothes, sheets, blanket 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.
- 2.14 Animals. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other conventional, domestic household pets may be kept, provided they are not kept in unreasonable quantities or for any commercial purpose and are kept in such a manner as not to constitute a nuisance to other Owners or occupants. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household; provided, however, that it may be determined that a reasonable number in any instance may be more or less than two pets per household.

The Architectural Control Committee shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Architectural Committee, a nuisance to any other Owner. Animals belonging to Owners, occupants or their licensees, tenant or invitee within the Properties must be either kept within a Lot or on a leash being held by a person capable of controlling the animal. The Lot must be so maintained that the animal cannot escape therefrom. Should any animal belonging to an Owner be found unattended out of the Lot and not being held on a leash by a person capable of controlling the animal, such animal may be removed by any Owner to an animal shelter maintained by the public entity having jurisdiction over the Properties. Furthermore, any Owner shall be absolutely liable to each and all remaining Owners, their families, guest, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animal brought or kept upon the Properties by an Owner or by members of his family, his tenants or his guests. Notwithstanding the foregoing, nothing herein shall prohibit the possession by an Owner, occupant, licensee, tenant or invitee of a dog which has been trained and is used for the purpose of a "seeing eye" or guide dog for the blind. Each Owner, occupant, licensee, tenant or invitee that maintains or is in possession of a dog shall have the absolute duty and responsibility to immediately remove, in a sanitary manner, all dog excrement from the Property.

2.15 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shed, cabana, garage, barn or other outbuilding shall be used on any Lot at any time as a temporary or permanent residence, nor shall any residential structure be moved onto said subdivision from any other location. When the erection of any structure is once begun, the work thereon must be prosecuted diligently and said structure must be completed within a reasonable time; a reasonable time would be construed as one construction season, but in no case greater than one calendar year. However, Declarant and/or its agents or subcontractors shall have the right to install and use such temporary structures for purposes of providing security to the Property until the transfer of the last Lot within the Property to a member of the home buying public pursuant to a transaction requiring the issuance of a Final Report.

2.16 Signs. No signs, banners or placards shall be installed or maintained anywhere on the exterior of a home or Lot within the Properties, except one sign of standard size (not to exceed five square feet in area) advertising the residence as being "For Sale" or "For Rent" or, an Owner identification sign which has been approved by the Architectural Control Committee. In addition, during the period of Declarant's sales program, the Declarant may use signs which Declarant deems necessary and appropriate to advertise the development and which comply with local planning regulations and/or review requirement.

- 2.17 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 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 line, or in the case of a rounded property corner from the intersection of the street property lines as 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 or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.
- 2.18 Construction Activity. Each Owner acknowledges that: (I) the construction of the Properties may occur over an extended period of time; (ii) the quiet use and enjoyment of the Owner's Lot may be disturbed as a result of the noise, dust, vibrations and other effects of construction activities; and (iii) the disturbance may continue until the completion of the construction of the Properties.
- 2.19 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 wells, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring the oil or natural gas shall be erected, maintained, or permitted upon any Lot.
- 2.20 Trash and Refuse Disposal. No portion of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in covered, sanitary, fly-proof containers that shall be kept where they are not visible from the street except as required for collection. There shall be no exterior fires whatsoever except for barbecue fires contained within receptacles therefore. No portion of any Lot shall be used for the storage of building materials on a long-term basis. Temporary storage of such materials for approved construction on a Lot is permissible.
- 2.21 Water Supply. No individual water supply system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the appropriate public health authority. Approval of such system as installed shall be obtained from such authority.
- 2.22 Interference with Access. No one shall interfere with or otherwise restrict the free right of passage of the Owners, their agents, servants, tenants, guest and employees over driveways or passages leading to their respective garages.
- 2.23 Compliance with Laws, etc. Nothing shall be done or kept in any Lot or dwelling unit that might increase the rate of, or cause the cancellation of insurance of adjoining Properties. 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.

- 2.24 Repair and Reconstruction. As soon as reasonably possible following damage or destruction by fire or other casualty affecting any improvement upon a Lot, the Owner thereof shall reconstruct the same substantially in accordance with the original plans and specifications thereof, so that the exterior appearance of such improvement resembles its appearance prior to such damage or destruction. Notwithstanding the foregoing, however, the Owner of an improvement that has been damaged or destroyed may request permission from the Committee to reconstruct or repair the same in accordance with new or changed plans and specifications. The Architectural Control Committee may grant such a request if it determines that the proposed change will benefit and enhance the entire project in a manner generally consistent with the plan of development thereof.
- 2.25 New Construction. The improvements on each Lot shall be new construction, and no house or any other building or improvement which has been moved from any other location, either from within or from without of the Properties, shall be placed or maintained on any Lot.
- 2.26 Completion of Construction. Once construction has begun on any Lot, work thereon must be pursued diligently and, subject to weather conditions, strikes and acts of God, shall be diligently prosecuted until the improvements being constructed are completed.
- 2.27 Fertilizing Materials. No occupant or Owner of any of the Lots within the subject subdivision shall store or permit to be stored upon his Lot or adjoining Lots any quantities of manure, composting materials and decaying vegetation matter in such quantities as to attract household pests or constitute an injury to the person or property of any other Owner. Nor shall any such materials be stored in a manner so as to create obnoxious odors.
- 2.28 Fences. No fence, hedge or planted border which exceeds three (3) feet in height shall be erected, maintained or be permitted on any Lot or plot which is within the front setback line of the dwelling erected thereon, and such fence shall be of open design unless otherwise approved by the Architectural Control Committee. All regular rear and side yard fences shall be placed behind the front setback line and on the property line to the side and to the rear. On corner lots, the street side yard fence shall be erected at the 10' setback from property line. No fence erected on any portion of the Lot shall exceed six feet in height. No building, fence wall or other structure shall be erected, placed or maintained, nor shall it be altered upon any of said Lots unless complete plans and specifications showing the nature, kind, shape, height, material and color scheme thereof, and plan indicating the location thereof shall have first been submitted to and approved in writing by the Architectural Control Committee.

The wing fences must run generally from a point behind the front corner of the house to the side property line. The view from the street must be such that the rear yards will be completely screened by these wing fences. All fences must have a level top line or gradual slope, or be stepped in conformance with the contour of the ground, or otherwise have architectural design approved by the Architectural Control Committee. They must be installed in a professional and workmanlike manner and must have at least one gate accessible to the street which is adjacent to the utility meters. The fence material and color shall be designated by Declarant and shall not be altered or painted a different color without approval of the Architectural Control Committee.

- 2.29 Sewage Disposal System. No individual sewage disposal system shall be permitted on any Lot.
- 2.30 Automobile, Boat and Trailer Storage. No trailer, boat, camper, camper shell, house trailer, motor home, recreational vehicle or any automobile in non-operable condition shall be parked, left or stored upon any lot for more than 24 hours unless the same is parked, left or stored in a garage or other enclosure sufficient to screen such automobile, trailer or camper from view from all public streets. No boat of any kind shall be parked, left or stored in a garage or other enclosure for more than 36 hours unless the same is parked, left or stored so that the same will not be open to view from public streets. Large vehicles shall not be parked in the subdivision. Local authorities may tow at Owner's expense any vehicles in violation of this restriction. No vehicle of any type (including motorcycles) shall be permanently or semi-permanently parked in or upon any of the streets within the Property, or stored on any lot for the purpose of accomplishing repairs thereto or the reconstruction thereof, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle.
- 2.31 Commercial Vehicles. No commercial vehicle exceeding one (1) ton shall be kept or stored on any Lot unless such vehicle is kept or stored in an enclosed garage when not in use. No commercial vehicle owned or in the possession or under the control of any resident or occupant within the Property shall be parked overnight in any street within said subdivision. "Commercial Vehicle" for this purpose shall include, but not be limited to any truck, bus, tractor, taxi, or other vehicle used primarily for business or other commercial purposes as distinguished from vehicles used primarily for the transportation of persons other than for hire or other than for business or other commercial purpose.
- 2.32 Garage Conversions. No Owner of a Lot shall convert the garage which is attached to the residential family structure on the Lot to a family room, living room, bedroom, or other such room which would normally be considered living area for the Owner, provided, however, that this shall not prohibit the placement of a washer, dryer, freezer, or other such appliance in such garage, and also providing that the Declarant is permitted to construct, per plans and specifications approved by El Dorado County, a tandem garage.

- 2.33 Landscaping. Every Owner who acquires a Lot or parcel pursuant to a requiring the issuance of a Final Report shall be responsible for maintaining in good and attractive condition, landscaping on those portions of the Lot or parcel which are visible from any street within the Property. It is the intention of these conditions to encourage attractive landscaping on each Lot providing for individual landscape architecture and maintenance programs, which are preservative of property values. Compliance with this policy is expected of all Owners in the Property and such conditions will be strictly enforced for the common benefit.
- 2.34 Enforcement Authority/Penalty After Construction. When the initial construction of one or more buildings is completed as evidenced by final inspection by the County of El Dorado, the right to enforce these restrictions shall pass to the Cameron Park Community Services District which has authority under Government Code 61601.10 to enforce tract restrictions within its jurisdiction. The Cameron Park Community Services District can assess monetary penalties against any Lot Owner for any violation of this Declaration after due process.
- 2.35 Wildfire Safety Plan. Every Owner who acquires a Lot shall comply with all of the terms and conditions of Cameron Ridge Estates State Responsibility Area Wildfire Safety Plan as attached hereto as "Exhibit B", and shall not deviate from the setback requirements and other standards therein without a prior written variance from the Cameron Park Fire District and the California Department of Forestry and Fire Protection, Amador—El Dorado Ranger Unit.

ARTICLE 3: ARCHITECTURAL CONTROL COMMITTEE

- 3.01 Purposes. It is intended that the Property be initially developed by Declarant and its successor developers with various improvements that are architecturally compatible and aesthetically pleasing, and that those initial improvements be maintained in essentially the same condition and appearance as originally developed for the duration of the term of this Declaration. The architectural and use controls set forth herein and in any supplemental declarations of covenants, conditions and restrictions contemplated herein, are to facilitate those intentions and purposes and are to be construed consistent therewith.
- 3.02 Membership. The initial members of the Architectural Control Committee will be appointed by Declarant. 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 the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Declaration. On the first date that Declarant no longer owns any portion of the Property, all of the initial members of the Committee who have not resigned shall automatically be deemed to have resigned and the members of the Committee shall be appointed by the Cameron Park Community Service District.

- 2.33 Landscaping. Every Owner who acquires a Lot or parcel pursuant to a requiring the issuance of a Final Report shall be responsible for maintaining in good and attractive condition, landscaping on those portions of the Lot or parcel which are visible from any street within the Property. It is the intention of these conditions to encourage attractive landscaping on each Lot providing for individual landscape architecture and maintenance programs, which are preservative of property values. Compliance with this policy is expected of all Owners in the Property and such conditions will be strictly enforced for the common benefit.
- 2.34 Enforcement Authority/Penalty After Construction. When the initial construction of one or more buildings is completed as evidenced by final inspection by the County of El Dorado, the right to enforce these restrictions shall pass to the Cameron Park Community Services District which has authority under Government Code 61601.10 to enforce tract restrictions within its jurisdiction. The Cameron Park Community Services District can assess monetary penalties against any Lot Owner for any violation of this Declaration after due process.
- 2.35 Wildfire Safety Plan. Every Owner who acquires a Lot shall comply with all of the terms and conditions of Cameron Ridge Estates State Responsibility Area Wildfire Safety Plan as attached hereto as "Exhibit B", and shall not deviate from the setback requirements and other standards therein without a prior written variance from the Cameron Park Fire District and the California Department of Forestry and Fire Protection, Amador—El Dorado Ranger Unit.

ARTICLE 3: ARCHITECTURAL CONTROL COMMITTEE

- 3.01 Purposes. It is intended that the Property be initially developed by Declarant and its successor developers with various improvements that are architecturally compatible and aesthetically pleasing, and that those initial improvements be maintained in essentially the same condition and appearance as originally developed for the duration of the term of this Declaration. The architectural and use controls set forth herein and in any supplemental declarations of covenants, conditions and restrictions contemplated herein, are to facilitate those intentions and purposes and are to be construed consistent therewith.
- 3.02 Membership. The initial members of the Architectural Control Committee will be appointed by Declarant. 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 the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Declaration. On the first date that Declarant no longer owns any portion of the Property, all of the initial members of the Committee who have not resigned shall automatically be deemed to have resigned and the members of the Committee shall be appointed by the Cameron Park Community Service District.

- 3.03 Approval Required. After the transfer of any Lot within the Property pursuant to a transaction requiring the issuance of a Final Subdivision Public Report by the California Department of Real Estate ("Final Report"), no building or structure of any type shall be commenced, erected or maintained upon any portion of the Property, nor shall any exterior addition to or change or alteration of any improvements be made until professionally prepared construction plans and building specifications, including exterior elevations and building section details, site plan, fence detail, exterior color, roofing material and masonry material samples, if applicable, showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved by the Architectural Control Committee as to the type, quality or design and harmony with existing structures, and as to location with respect to topography finish grade elevation. In the event of any inconsistency between them, plans shall take precedence over specifications and the Owner shall be responsible for constructing all improvements in accordance with the approved plans. All plans for structural improvements or alterations shall be submitted to and approved by the Architectural Control Committee as provided in Article 3. It is the Owners responsibility to obtain any and all permits and/or approvals from El Dorado County and its agencies, if required. The submittal and approval requirement shall also apply to any exterior painting with any color other than the existing color; to the construction, destruction or alteration of any awning, fence or wall; and to location and screening of utility meters. The Committee shall only have the right to enforce these covenants against those portions of the Property which have previously been conveyed to a member of the home buying public pursuant to a transaction requiring the issuance of a Final Report. In the event the Committee or its designated representative fails to approve or disapprove any plans or specifications within 30 days after such plans and specifications have been submitted, approval will not be required and the applicant shall be deemed to have fully complied with the related covenants. No fence or wall shall be erected, placed or altered on any such Lot nearer to any street than the minimum building setback line similarly approved.
- 3.04 Design Guidelines. The Committee shall have the right, but not the obligation, to adopt certain architectural, development and design standards and guidelines which govern the design, placement, erection, installation and construction of improvements within the Property (reference "Exhibit A", "Design Guidelines") and shall have the right, but not the obligation, to amend such Design Guidelines from time to time.
- 3.05 Application. No application for approval required under this Article to be submitted to the Architectural Control Committee shall be deemed appropriately submitted unless the addition or alteration is fully described and shown by appropriate professionally drawn plans, specifications and samples of colors and materials.

- 3.06 Submission Date. The request for approval and relevant materials shall be deemed submitted as of the date when the last item required, as herein above referred to in Section 3.04, is personally delivered or if mailed, two (2) days from the date of mailing with postage fully prepaid. The mailing address of the initial Architectural Control Committee referred to in Section 3.02 above is: Cameron Ridge Unit 1 Architectural Control Committee, 5170 Hillside Circle, Suite B, El Dorado Hills, CA 95762-5713, or at such address as the Committee may designate.
- 3.07 Standards for Approval. The Committee may disapprove plans and specifications which are in substantial compliance with this Article, if in good faith exercise of the discretion of the Committee, the Committee determines that the planned structure or structures, or some aspect or portion thereof, is unsatisfactory as to harmony of design with structures in adjacent projects, as to the quality of workmanship and materials, or as to location with respect to topography and finish grade elevation. It is helpful if you include letters from your neighbors and/or anyone your structure or changes will affect, stating their approval of your request.
- 3.08 Variations. The Committee may authorize variations from compliance of any of the architectural provisions of this Declaration or any Design Guidelines adopted by the Committee once circumstances such as topography, natural destruction, hardship, esthetic or environmental consideration may require. Such variations may be evidenced in writing. If variations are granted, no violation of this Declaration or of any Design Guidelines adopted by the Committee shall be deemed to have occurred with respect to any 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 or any Design Guidelines adopted by the Committee 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 Owners obligation to comply with all governmental laws and regulations affecting his or her use of all or any portion of the Property.
- 3.09 Enforcement by Architectural Committee. In addition to other enforcement provisions set forth in this Declaration, the Architectural Control Committee shall have enforcement rights with respect to any matters required to be submitted to and approved by it, and may enforce such architectural control by any proceeding at law or in equity. In addition, the Architectural Control 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 Architectural Control Committee or that it does not conform to the plans and specifications submitted to the Committee. The Architectural Control Committee may request that you submit letters of approval from anyone your structure or changes affect. 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. If any legal proceeding is initiated to enforce any of the provisions hereof, the prevailing party shall be entitled to recover reasonable attorney.

- 3.10 Nonliability of Declarant and Committee. Neither Declarant, its successors or assigns, nor the members of the Architectural Control Committee shall be liable in damages to anyone submitting plans to them for approval or to any Owner or occupant of land affected by this Declaration, by reason of mistakes in judgment, negligence or nonfeasance arising out of or in connection with the appointment or removal of any Architectural Control Committee member, or the approval or disapproval or failure to approve any such plans. Every person who submits plans to the Architectural Control Committee for approval agrees, by submission of such plans, every Owner of a Lot within the Property agrees by acquiring title thereto, that he will not bring any action or suit against Declarant or any Architectural Control Committee member to recover any such damages.
- 3.11 No Amendment or Repeal. The provisions of this Article 3 may not be amended or repealed without the consent of Declarant.

ARTICLE 4: LIMITATION OF RESTRICTIONS ON DECLARANT

- 4.01 Completion and Sale of Development. The exemptions granted by this Article 4 to Declarant shall automatically expire upon the conveyance to an Owner of the last portion of the overall Properties owned by Declarant. Declarant and its successors may undertake the work of developing the Property and all or part of the subsequent property. In order that such work may be undertaken and completed as efficiently as possible, nothing in this Declaration shall be understood and construed to:
- 4.01(a) Prevent Declarant, its contractors, or subcontractors, builders or developers who Declarant may from time-to-time designate as entitled to the protection of this Article, from doing on the Properties or any part thereof, whatever is reasonably necessary or advisable in connection with the completion of such work; or
- 4.01(b) Prevent Declarant or its representatives, or builders or developers designated by Declarant, from erecting, constructing and maintaining on any parts of the Property, such structures including, but not limited to model homes, sales and construction yards, as may be reasonably necessary for the conduct of its business of completing said work and establishing said Property as a community and disposing of the Property in Lots, parcels or units by sale, lease or otherwise, including sales offices and model units; or
- 4.01(c) Prevent Declarant or builders or developers designated by Declarant from conducting development activities on any part of the Property; or
- 4.01(d) Prevent Declarant or builders or developers designated by Declarant from maintaining such sign or signs on any of the Property as may be desirable for the sale, lease or disposition thereof.

4.02 Creation of Easement. Declarant shall have the right at any time prior to acquisition of the title by a grantee to establish additional easements, reservations and rights-of-way to itself, its successors and assigns in any conveyance of the Property or any portion thereof. 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 or rights-of-way.

ARTICLE 5: MORTGAGE PROTECTION

No breach of any of the foregoing covenants and restrictions shall cause any forfeiture of title or reversion, or bestow any rights of re-entry whatsoever, but violation of any one or more of these covenants or restrictions may be enjoined or abated by Declarant, its successors and assigns, including individual residence Owners within the Properties by action of any court of competent jurisdiction, and damages may also be awarded against such violations; provided, however, that any such violation 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 Property or any part thereof, but said covenants and restrictions shall be binding upon and be effective against any Owner of said property, or portion thereof, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

ARTICLE 6: TERMINATION OF ANY REPONSIBILITY 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.

ARTICLE 7: GENERAL PROVISIONS

7.01 Terms. All of the protective covenants, restrictions, reservations, rights, covenants, conditions and equitable servitudes herein shall affect all of the Property upon the transfer of each lot within the Property pursuant to a transaction requiring the issuance of a Final Report and are made for the direct and reciprocal benefit thereof, and in furtherance of a general plan for the improvements of such lots, and the covenants shall attach to and run with the land. Said protective covenants, restrictions, reservations, rights, covenants, conditions and equitable servitudes shall be binding on all parties and all persons claiming under them for a period of 35 years, at which time they shall be automatically extended for successive periods of five years. This Declaration cannot be amended in a manner which would materially reduce the responsibility of the Architectural Control Committee to approve or disapprove plans and specifications as set forth in Paragraph 3.06 above. This Declaration may be amended by the affirmative vote of the Owners of a majority of the Lots.

"EXHIBIT A"
DESIGN GUIDELINES
TRACT 87-1073

THESE DESIGN GUIDELINES have been adopted by the Architectural Review Committee for Tract 87-1073 ("Committee") and have been adopted by the Committee as of this 16th day of June, 1999.

P R E A M B L E

A. The Committee is the entity created pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Tract 87-1073 recorded by LMD Cameron, LLC, a California Limited Liability Company ("Declarant") on 10-17-99 as Instrument No. 99-37782 in the Official Records of El Dorado County ("CC&Rs").

B. Pursuant to the CC&Rs, the Committee has the authority to establish design guidelines which contain those architectural, development and design standards and guidelines which govern the design, placement, erection, installation and construction of any structure or appurtenances thereto within the Property.

C. The Committee now desires to establish the following design guidelines pursuant to the rights granted to the Committee under the CC&Rs in order to meet the Committee's purpose of enhancing and protecting the value, attractiveness and desirability of the Property. The Committee desires that these design guidelines apply to the entire Property and each individual lot ("Lot") located thereon owned by any person, entity or combination thereof ("Owner").

IN FURTHERANCE OF THE FOREGOING, the Committee hereby adopts the following design guidelines ("Design Guidelines"):

1. Design Guidelines. The following design restrictions shall be enforced by the Committee:

A. Type and Character of Design. Exterior design of all the improvements on any Lot shall be compatible with the overall atmosphere of the Property. Approval of such exterior design shall be in the sole discretion of the 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 1,500 square feet.

C. Height of Structure. The maximum height of a residence constructed on a Downslope Lot shall not exceed thirty (30) feet as measured from the highest point on the foundation, including the garage and all appurtenant structures. As used herein, "Downslope Lot" shall mean a lot with an elevation below the elevation of the center line of the fronting street at the lowest point of that street. The maximum height of a residence constructed on an Upslope Lot shall not exceed thirty-five (35) feet from the lowest point on the foundation, including the garage and all appurtenant structures. As used herein, "Upslope Lot" shall mean a lot with an elevation above the highest elevation of the center line of the frontage street.

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 six (6) feet. The Owner shall maintain and repair the fences on his or her 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 subsection, charging the costs to the Owner.

F. Building Scribed Sidings Materials. There shall be no press material, and no vertical side of any structure shall have a finished surface of imitation wood shingles or other siding material that the Committee deems unsuitable, inferior, or combustible. 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 four feet (4') in twelve feet (12') on two-story houses or four feet (4') in twelve feet (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 Electric 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 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 (3) 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 (6") 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.

2. Liability of Committee Members. Neither Declarant, the 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 these Design Guidelines or under the CC&Rs.

3. Enforcement by Committee. The 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 these Design Guidelines, the prevailing party shall be entitled to collect costs and reasonable attorneys' fees.

4. Term and Amendments. These Design Guidelines shall continue in full force and effect unless an amendment hereto duly executed by the Committee shall be adopted by the Committee in accordance with the CC&Rs.

"EXHIBIT B"

CAMERON RIDGE ESTATES
STATE RESPONSIBILITY AREA
WILDFIRE SAFETY PLAN

Prepared For:

LUCAS & MERCIER DEVELOPMENT

Prepared By:

Registered Professional Forester:

Douglas R. Leisz

Registered Professional Forester:

Eugene E. Murphy

2994 Merrywood Circle
Cameron Park, CA 95682
(530) 677-0397

March, 1999

CAMERON RIDGE ESTATES

STATE RESPONSIBILITY AREA WILDFIRE SAFETY PLAN

Dated

March, 1999

SIGNATURE PAGE

Plan Prepared and Recommended for Approval by:

Douglas R. Leisz, Registered Professional Forester – License 249

Date: 3/19/99

Signature: Douglas R. Leisz

Eugene E. Murphy, Registered Professional Forester – License 1164

Date: 3-17-99

Signature: Eugene E. Murphy

Approved: California Department of Forestry and Fire Protection
Amador – El Dorado Ranger Unit

Date: MARCH 22, 1999

Signature: William Smith
William Smith, Fire Captain Specialist

Approved: Cameron Park Fire District

Date: MARCH 22, 1999

Signature: Matt Silva
Matt Silva, Chief

1 PURPOSE AND SCOPE

Western Sierra Nevada communities are increasingly concerned about wildfire safety. Drought years coupled with dense, flammable vegetation and annual periods of severe fire weather insure the potential for periodic wildfires

The purpose of this plan is to assess the wildfire hazards and risks of the Cameron Ridge Estates project and its environs, and to identify measures to reduce these hazards and risks. There are extensive fuel hazards associated with the proposed development both on and adjacent the project. Incorporation of major fire hazard reduction measures into the design and maintenance of the future community will reduce the size and intensity of wildfires and help prevent catastrophic fire losses. State and County regulations provide the basic guidelines and requirements for safe, defensible space around dwellings. This plan builds on these basic rules and provides additional fire hazard reduction measures customized to the topography and vegetation of the development.

The scope of the Cameron Ridge Estates Wildfire Safety Plan recognizes the extraordinary natural features of the area and designs wildfire safety measures which are meant to compliment and become part of the community design. The Plan contains; measures for providing and maintaining defensible space along roads, around future homes and perimeter protection. Plan implementation measures for reduction of Fire Hazard Severity must be maintained in order to assure adequate wildfire protection for the future Community.

FIRE PLAN LIMITATIONS

The Wildfire Safety Plan for the Cameron Ridge Estates development does not guarantee that wildfire will not threaten, damage or destroy natural resources or future homes or endanger residences. However, the full implementation of the mitigation measures will greatly reduce the exposure of homes to potential loss from wildfire and provide defensible space for firefighters and residents. Specific items are listed for homeowner attention to aid in home wildfire safety. Wildfire safety requires the installation and maintenance of all the Wildfire Safety Plan measures.

III Executive Summary

The Cameron Ridge Estates Planned Development is located on the western slopes of El Dorado County on the eastern edge of Cameron Park. Ninety Two lots are proposed on 42.5 acres with lots ranging in size from 9440 to 32839 square feet. Access is off Meder Road.

Vegetation is chaparral with an overstory of scattered Digger Pine and oaks and some riparian vegetation along the intermittent drainage that traverses the parcel.

Wildland fire protection is provided by the California Department of Forestry and Fire Protection and the Cameron Park Fire District.

Seasonal periodic severe fire weather conditions are normal for this area. This combined with the flammable vegetation, foothill topography and increased risk of fire starts combine to create a serious fire hazard potential.

Mature brush covers most of the property, except for the rough road clearing done 10 years ago.

Summary of the Plan provisions are:

1. Fuel Treatments
 - a. Roadside
 - b. Around structures
 - c. Lots
 - d. Open Space
2. Home Fire Safe Structural Features
 - a. Roofs
 - b. Decks
 - c. Eaves
3. Other Fire Safe Features
 - a. Structure setback
 - b. Legal entity maintenance and enforcement
 - c. Helispot
4. Assignments of responsibility for the fire safe measures

IV. CAMERON RIDGE ESTATES - WILDFIRE SAFETY PLAN

The plan consists of:

1. A description of the Project area.
2. A description of the Project vegetation
3. Problem statements.
4. Fire behavior analysis.
5. Goals.
6. Wildfire fuel management measures.
7. Road, Water, Home Fire Safe measures
8. Responsibility for implementation.

1. PROJECT DESCRIPTION

The Cameron Ridge Estates development of 42.5 acres lies in western El Dorado County in portions of Sections 34, T.10 N, R. 9 E. M.D.M. The parcel is located on the eastern edge of the unincorporated community of Cameron Park. The project will have 92 residential lots from 9440 to 32893 square feet in size. All but 12 lots will be "mass pad graded". Two open space areas, along the drainage, totaling 7.21 acres, are planned for a Park. This intermittent drainage dissects the parcel draining to the northwest and is the dominant landform. Project elevation is about 1400 feet. Slopes into the drainage average 14 %. Primary ingress and egress is off Meder Road. Future through access is planned to the north; extensions to future development to the west and south are also planned. There is a residence near the south property line. Wildfire protection is provided by the California Department of Forestry and Fire Protection and the Cameron Park Fire District. The developer plans to construct the homes with tile roofs and stucco siding. The development was approved by the El Dorado County Board of Supervisors on 5-12-88 preceding the State of California SRA Fire Safe Regulations which became effective September 1, 1991.

2. PROJECT VEGETATION (FUELS)

The existing vegetation in the project area for wildfire planning purposes is classified as mature chaparral with scattered Digger Pine and oak. The riparian area along the drainage has an overstory of mature Black and Valley Oak. The chaparral consists of: manzanita, chamise, poison oak, Toyon, Coffee Berry and coyote bush. The ground fuels are litter (branches and leaves). The chaparral has a high ratio of dead to green plant structure. The California Department of Forestry and Fire Protection (CDF) classify the general area as Moderate under their Fire Hazard Severity rating system. The consultants classify the area with its existing vegetation as High Severity.

3. PROBLEM STATEMENTS

A. The extensive chaparral will allow fires to develop quickly and burn with intensity.

This fuel type presents the most serious wildfire protection problem for the property.

B. Portions of the 42 acres has moderate slopes, which can cause a fast rate of wildfire spread.

Wildfires rate of spread increase dramatically as slope increases.

C. Risk of fire starts will increase with development.

The greatest risk from fire ignitions will be from activities on the new lots and from neighboring activities.

D. Provisions must be made to maintain all Fuel Treatments.

The wildfire protection values of fuel modification is rapidly lost if not maintained.

E. Typical home design and siting often does not recognize adequate wildfire mitigation measures.

A review of many wildfires has conclusively shown that most home losses occur when: (1) there is inadequate clearing of flammable vegetation around a house, (2) roofs are not fire resistant, (3) homes are sited in hazardous locations, (4) firebrand ignition points and heat traps are not adequately protected and (5) there is lack of water for suppression.

F. Lots that have heavy fuel loads (chaparral) place future homes at high risk if fuel is not treated.

Failure to create and maintain defensible space around homes is a major contributor to loss of homes by wildfire.

4. FIRE BEHAVIOR ANALYSIS

Proper planning requires an estimate of how wildfire would behave within the project area. This was accomplished through study of a standard Fire Behavior Fuel Model 4, Shrubs. This model with winds of 5 mi/hr, fuel moisture content of 8 percent and a live fuel moisture content of 100% indicates a rate of spread of 75 chains (4950 feet) per hour and flame lengths of 19 feet. The consultants incorporated the model outputs in the design of the fuel treatments.

5. GOALS

- A. Modify the high hazard vegetation fuels.
- B. Reduce the size and intensity of wildfires that may start within or enter the development.
- C. Ensure defensible space is provided around all structures.
- D. Design fuel treatments so that minimum of tree removal is necessary.
- E. Ensure fuel treatment measures are maintained.
- F. Identify Fire Safe structural features.
- G. Help homeowners protect their homes from wildfire.

6. WILDFIRE FUEL MANAGEMENT MEASURES

Fuel management reduction measures are designed to accomplish the Goals by providing and maintaining Defensible Space and treating high hazard fuel areas. Fire hazard severity is reduced through these mitigation measures.

1 Roadside Fuel Modification

- a. Treat cut banks and fill slopes as necessary to prevent encroachment of brush and minimize erosion and siltation of slopes.
- b. Roads without sidewalks and curbs shall have all vegetation removed from the road ditches and shoulders annually by June 1.

2. Lots

All lots, before they are offered for sale, will have 100% of the vegetation (fuel) treated to the specifications in Appendix B.

3. Home Area Landscaping

All structures will have Firescaping Zone I. Treatment is outward in all directions from the structure for 30 feet or to the property line. Specifications are provided in Appendix A.

4. Open Space Lots (Park)

- a. Open Space areas will have 100% of the vegetation (fuel) treated to the specifications in Appendix B.
- b. Ground cover must be irrigated.

5. Phase Construction

a. All Phases

All lots in Phase I, II and III will have 100% of lot fuel treated to the specifications in Appendix B before any lot is offered for sale.

- b. Phase II – The Open Space areas must have the vegetation treated to the specifications in Appendix B and irrigated before Phase II lots are offered for sale.

6. Maintenance

Fuel modifications required in Items 1 – 5 above must be maintained to the treatment standards specified.

7. ROAD, WATER, HOME . OTHER FIRE SAFE MEASURES

1. Roads – The extension of Cameron Meadows Drive to the north and east should be constructed as soon as possible to provide a second permanent egress.

- a. A temporary emergency access road must be constructed along the western boundary of Lot 9 from Strike Court to Meder Road to provide for safe access for emergency wildland fire equipment and civilian evacuation concurrently.

1. The road must have a minimum of two ten foot traffic lanes with all weather surface.
2. If gated, gate(s) opening system must be approved by the fire agencies.
3. Must be constructed before any lot is offered for sale.
4. Must be signed as Emergency Exit.

- b. To facilitate emergency egress during buildout; Dynamite Drive, Assay Drive and Cameron Meadow Drive must be constructed before lots are offered for sale in Phase II. (Only one 12 foot gravel lane need be surfaced before Phase II and III lots are offered for sale.)

2. Water

The project will be served by a hydrant system. Locations of hydrants will be determined by the local fire district.

3. Home Fire Safe Requirements

Homes can be designed to be architecturally pleasing and reasonably fire safe.

- a. All homes will have Class A, fire resistant roofing (Class A treated wooden shingles are not acceptable).
 - b. All homes will have "boxed" eaves, if eaves extend over 2 feet from the outside vertical house wall, and stucco siding.
 - c. If homes or decks are cantilevered over the natural slope any open space under the deck or house, if one story or less, will be enclosed. (Screen the open portion beneath the deck or structure with lattice work and wire mesh or encase with fire resistant material.)
4. Other Fire Safe Practices
- a. A legal entity must be created with authority for maintaining roadside fuel treatments (if not public roads), and home owners Firescaping Zones if home owners fail to implement or maintain. Covenants, Conditions and Restrictions must be developed to ensure the enforcement of the structural Fire Safe requirements.
 - b. All perimeter lots (10 – 19, 29 – 45 and 26, shall have a 40 foot setback from the rear property line. Lot 27 shall have the fuel treated to the specifications in Appendix B, on the adjacent property, for 20 feet outward from the west property line. (This will require authorization of adjacent land owner.)
 - c. An Emergency Evacuation Plan shall be prepared (when Phase II lots are 50% occupied) through a cooperative effort of the legal entity and the fire agencies. The Plan must include periodic evacuation exercises
 - d. The intersection of Assay Drive and Cameron Meadows Drive will be designated as a temporary helispot for emergency evacuation until Cameron Meadows Drive becomes a through road.
 1. Must be in place before Phase II lots are offered for sale.
 2. Pad surface must be free of dust and gravel.

8. RESPONSIBILITY FOR IMPLEMENTATION

- 1 Developer
 - a. Initial fuel modification on residential lots and Open Space areas.
 - b. Formation of legal entity for fuel maintenance.
 - c. Prepare CC&R's for Class A roofing, boxed eaves, stucco siding and enclosed decks.
 - d. Emergency exit road and sign(s).
 - e. Helispot.
2. Lot Owner
 - a. Firescaping Zone construction and maintenance.
3. Home Owners Entity
 - a. Maintenance of roadside fuels (if not Public) and Park fuel treatments.
 - b. Enforcement of Fire Safe CC&R,s.
 - c. Enforcement of Firescaping Zone construction and maintenance.
 - e. Emergency Evacuation Plan and exercises.

FIRESCAPING STANDARDS

Firescaping is an approach to landscaping to help protect homes from wildland fires. The goal is to create a landscape that will slow the advance of a wildfire and create a Defensible Space that provides the key point for fire fighting agencies to defend the home. This approach calls for a system of landscape zones surrounding the home. Each zone may contain a balance of native and exotic plants that are fire and drought resistant, help control erosion, and are visually pleasing.

Zone I

This zone extends to not less than 30 feet from the house in all directions and has a traditional look of irrigated shrubs, flower gardens, trees and lawns. All dead trees, brush, concentrations of dead ground fuels (tree limbs, logs etc. exceeding 1 inch in diameter) are removed. All trees are pruned up to 8 - 10 feet above the ground, but no more than 1/3 of the crown. The plants in this zone are generally less than 18 inches in height, must be slow to ignite from wind blown sparks and flames. Such plants produce only small amounts of litter and retain high levels of moisture in their foliage year around. Native trees are permitted inside the Zone, but may not be within 10 feet of the roof or chimney. Grass and other herbaceous growth within this zone must be irrigated or if left to cure must be mowed to a 2 inch stubble, disked, chemically treated or removed. Such treatment must be accomplished by June 1, annually. This zone has built in fire breaks created by driveways, sidewalks etc.

Appendix B

Cameron Ridge Estates
Fuel Treatment Specifications
(Lots and Park)

1. Remove all brush, except that specimen bushes and small islands may be left. Islands must be no more than 15 feet in diameter and are spaced 25 feet apart and individual specimen bushes must be spaced 15 feet apart.
2. Leave all live trees.
3. Remove all dead trees
4. Prune all live trees of dead and green branches for 8 to 10 feet from ground level. Except that no more than 1/3 of the crown is removed.
5. Remove, burn or masticate in place all ground fuels larger than 4 inches in diameter.
6. Multi stem live oak trees; remove all dead stems and limbs, cut off stems that are arching downward to the ground at 8 to 10 feet above the ground..