



El Dorado, County Recorder
William E. Schultz Co Recorder Office
DOC- 2001-0074919-00

Acct 3-FIRST AMERICAN TITLE CO
Monday, NOV 19, 2001 13:42:14
Ttl Pd \$43.00 Nbr-0000205119
JLF/C2/1-13

AFTER RECORDED RETURN TO:

BEAZER HOMES
3009 DOUGLAS BLVD., SUITE 150
ROSEVILLE, CA 95661
ATTENTION: RHONDA SCANGARELLC

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION of Covenants, Conditions and Restrictions
“(Declaration)”, is made this 19th day of November, 2001, by: Beazer Homes Holdings
Corp., a Delaware Corporation, “(Declarant)”.

RECITALS

The Declarant is the owner of certain real property, “the Properties”, located in the
County of El Dorado, State of California, described as:

Parcel 1

Lots 1 thru 10; 13 thru 43; 52 thru 53 inclusive, as shown on the plat of “Cameron
Valley Estates, Unit No. 1”, recorded in Book “T” of Maps, at page 9, records of El
Dorado County.

Parcel 2

Parcels A, B, C and D as shown on the Parcel Map filed in the office of the
County Recorder of El Dorado County, California on March 13, 2000 in Boo 47 of Parcel
Maps, at page 105.

Declarant hereby declares that the Project, and all Lots and property therein, shall be held,
conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved
subject to the following declarations, limitations, easements covenants, conditions and
restrictions, all of which are and shall be interpreted to be for the purpose of enhancing
and protecting the value and attractiveness of the Project and all Lots therein. All of the
limitations, covenants which shall run with the land and shall be binding upon Declarant,
its successors and assigns and all parties having or acquiring any right, title or interest in
or to any part of the Project.

ARTICLE

DEFINITIONS

1.1 Developer. "Developer" shall mean Beazer Homes Holdings Corp., and their successors and assigns, if any such successor or assign should acquire one or more Lots from the Declarant or a Developer for the purpose of construction.

1.2 Lot. "Lot" shall mean one of separately designated Lots a shown on the Map, together with any improvements thereon.

1.3 Owner. "Owner" shall mean and refer to the record holder of title to a Lot in the Project. This shall include any person having fee simple title to any Lot in the Project, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot or other property is sold under a recorded contract of sale or subdivision trust to purchaser, the purchaser, rather than successor in interest, remains the contract purchase.

1.4 Map. "Map" shall mean that certain map of "Cameron Valley Estates, Unit No. 1," recorded on July 30, 1998 in Book "I", of Maps, at page No.9, in the Official Record of the County Recorder of El Dorado County, California.

1.5 Project. "Project" shall mean only that certain real property shown on the Map.

1.6 Project Documents. "Project Documents" shall mean and include this Declaration, as it may be amended from time to time, and the exhibits, if any, attached to the Map.

ARTICLE II

USE RESTRICTIONS

2.1 Use of Land as a Single Family Subdivision. All Lots within the Project shall be known and described as residential Lots, construction thereon shall be restricted to single-family houses and related improvements, and shall be occupied and used for single family residential purposes only. No overt business uses or activities of any kind shall be permitted or conducted in the Project. This provision shall not prohibit home occupations by the owner that are permitted by and comply with zoning and other laws or ordinances which do not: (i) change the overall residential use of the Unit; (ii) have persons other than an Occupant employed or reporting to work at the Unit; (iii) requires the storage of large amounts of bulky goods or inventory or any hazardous or toxic materials; (iv) requires the parking spaces other than those the Owner is granted or assigned to use.

No Lot shall be occupied, used or improved for other than residential and associated noncommercial purposes. No Occupant shall take in persons for boarding or care, except that (1) person may be taken in as an integral part of the Occupant's family group. No institutions or other placement for the care or treatment of the sick or disabled, physically or mentally, shall be placed or permitted to remain on any of said Lots.

No unsightly objects or nuisance shall be erected, placed or permitted on any Lot or shall any use, activity or thing be permitted which may endanger the health or unreasonably disturb the Owner or occupant of any Lot. No noxious, illegal or offensive activities shall be conducted on any Lot.

2.2 Nature of Building. No buildings or structures shall be moved from other locations onto any Lot, and all improvements erected on a Lot shall be of new construction. No structure of a temporary character, trailer, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

2.3 Animals. No animals, livestock or poultry shall be raised, bred or kept on any Lot except the customarily household pets such as dogs, cats, and household birds may be kept but only such number any types shall be allowed which will not create a nuisance or disturb the health, safety, welfare or quiet enjoyment of the Lots by the Owners. All animals shall be kept under reasonable control at all times and in accordance with applicable laws. All animal wastes must be properly disposed of in accordance with applicable city or county regulations.

2.4 Signs. No signs be will be allowed on any Lot, except for temporary signs advertising the Lot "For Rent" or "For Sale" or advertising a candidate or proposition for a pending election. Declarant, its agents and designees, may erect and maintain such signs and other advertising devices or structures as they may deem necessary or proper in connection with the conducting of Declarants operations for the development, improvement of the subdivision and sale of lots within the properties.

2.5 Use of Garages. No person may convert a garage to living space or for recreational use without the prior written consent of the Architectural Review Committee and the City of Sacramento. All houses and other residential improvements on the Lots shall include an attached or detached garage. A permanent garage shall be kept available and usable for the parking of automobiles at all times. Each Owner shall be responsible to prevent unreasonable noise levels emanating from the repair of or restorative work to Owner's vehicles or other motorized equipment from becoming a nuisance as provided in Section 2.1.

2.6 Solar Installation. It is the intention of Declarant to encourage solar power. However, to the extent permitted by applicable law, installation of solar panels and solar equipment which is visible from the street shall be subject to the prior written approval of the Architectural Review Committee. In reviewing any proposed installation, the Architectural Review Committee shall take into account, in addition to all relevant factors, the following; the design, appearance and location of the proposed installation and its impact upon the aesthetic of the project, possible mitigation measures permitting such installation such as requiring panels to be of a certain design or color that blends with the roof, or requiring panels to be installed flush with the roof.

2.7 Storage Sheds. No storage sheds or similar or related type objects shall be located on any Lot if the height of such object is greater than one foot higher than the height of the fence on or adjoining such Lot or if such object is obviously visible from the front of Lot.

2.8 Garbage and Rubbish; Storage Areas; Lot Maintenance. Each Lot shall be maintained free of rubbish, trash, garbage or other unsightly items or equipment, and the same shall be promptly removed from each Lot and not allowed to accumulate thereon, and no garbage, trash or other waste materials shall be burned on any Lot. Garbage cans (except for a reasonable time prior to or after collection), permanent clotheslines, woodpiles and areas for the storage of equipment and unsightly items shall be kept screened by adequate fencing or other aesthetically pleasing materials acceptable to the Architectural Review Committee so as to conceal same from view from the streets. In addition to an Owner's Lot maintenance obligations under Section 2.13 below, each Owner shall be responsible to maintain, paint, decorate and/or repair, as applicable in a neat and attractive manner consistent with a first class project, the roof, building exteriors, fences and exterior glass surfaces of the house and other residential improvements on his/her Lot.

2.9 Vehicle Parking and Repair. All driveways, front side yards and garages shall be maintained in a neat and orderly condition.

2.9.1 Prohibited Parking. No commercially used vehicle, trailer, camper, mobile home, boat of any type, or recreational vehicle or similar type vehicle shall be stored or kept on any Lot in such manner as to be visible from any other Lot or any street within or adjacent to the Project without adequate screening as approved by the Committee except for temporary parking only, not exceeding forty-eight (48) consecutive hours and in conformance with the County of El Dorado ordinances. No car shall be parked in a driveway or front side yard which is not a regularly operated registered vehicle.

2.9.2 Repairs to Vehicles. No vehicle of any type (including motorcycle) shall be parked on any Lot (excluding garages) 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 a vehicle. No vehicles, trailers, campers, mobile homes or boats or other similar mechanical equipment may be dismantled or allowed to accumulate on any Lot.

2.10 Lights. Except as initially installed by Declarant, no spotlights, floodlights or other high intensity lighting shall be placed on or utilized upon any Lot or any structure erected thereon which in any manner will allow light to be directed or reflected on any other Lot or adjacent street, or any part thereof.

2.11 Window Cover Materials. No installation of any reflective materials or darkening screens on the windows of any portion of the house or any other area on any Lot shall be allowed unless approval and consent is obtained from the Architectural Review Committee pursuant to Article IV, except such consent shall not be required for any installations made by the Declarant, or any Developer. Notwithstanding the foregoing, no kind of aluminum foil or similar material may be placed on windows. Manufactured solar screens are allowable. Window coverings must be of a color compatible with the outside color of the house.

2.12 Drilling and Mining. No oil drilling, oil development operations, oil refining quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or water wells, tanks, tunnels, mineral extraction's, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted on any Lot.

2.13 Landscaping. Landscaping at all times must be maintained by each Owner in a neat and attractive manner. No quantities of manure, compost materials or decaying vegetation matter shall be stored in such quantities as to attract household pests or to otherwise constitute a nuisance to other Owners of neighboring Lots through the creation of obnoxious odors.

2.14 Leasing. The Owners of Lots shall have the absolute right to lease their respective Lots and the dwelling units thereon provided that any such lease is in writing and is specifically made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration.

2.15 Antennas, Satellite Dishes and Similar Devices. No television, radio or other electronic antenna, satellite dish, microwave dish, or similar device of any type shall be erected, constructed, placed or permitted to remain on the ground surface of any of the Lots, or upon any of the houses or other residential improvements constructed on such Lots unless the same be contained within a house or other building or adequately screened from public view.

2.16 Heating, Cooling or Air Conditioning Equipment. No heating, cooling or air condition equipment, including fans or similar devices, other than solar collectors or solar panels, which shall be governed by the provisions of Section 2.6 above, shall be placed or permitted to remain upon the roof of any house or other residential improvements constructed on a Lot.

2.17 Responsibility for Private Drainage Facilities. All private drainage easements are hereby created for surface drainage channels, inlets and ditches as shown on the Final Map. The property owner shall be responsible for maintaining said drainage facilities unobstructed as necessary to convey storm water runoff to the public storm drainage system. Repairs and maintenance of said drainage channels; inlets and ditches will be by a Community Service District.

2.18 Open-Space Provision. The Cameron Park Community Service District will maintain the open-space area designated on the Final Map for Unit No.3. In order that the open-space be maintained as required, the following are hereby prohibited:

- a) Cutting, removing, planting, or otherwise disturbing trees, shrubs, or other natural growth found in the open-space, except as may be required for fire prevention and flood control protection culmination of diseased growth, or similar.
- b) Using any portion as a dumpsite, parking lot, storage area or any other use, which is inconsistent with the stated purposes, terms conditions, restrictions and covenants.
- c) Operating or permitting the operation of any motor driven or powered vehicle, except as required for fire protection and flood control and protection or elimination of diseased growth or similar preventive measures.

The Community Service District responsibilities with regard to the Open-Space and Non-Building Setback Areas are to: (1) monitor the Open-Space for unauthorized uses, (2) enforce the proscription against any development and (3) report all incidences of violation to the County of El Dorado.

ARTICLE III

FENCES

3.1 Fencing Required. The design, location and appearance of fencing shall be submitted to the Architectural Review Committee for approval as a part of the plans and specifications submitted under Section 4.2 below.

3.2 Materials; Appearance. Unless otherwise approved in writing in advance by the Architectural Review Committee, all fencing and any materials used for fencing, dividing or defining the Lots must be of concrete block, wood, masonry or wrought-iron construction and of new materials and erected in a good and workmanlike manner. No fence may be composed of chain link or woven wire, if visible from any other Lot or from any street, unless approved in writing by the Architectural Review Committee.

3.3 Height of Fences, Gates. Except to the extent otherwise installed in connection with the original construction by Declarant or another Developer with the Project, no fence shall exceed a height of six (6) feet from the ground level of the Lot as originally developed by Declarant. Fences located in the front yard (i.e., beyond the plane of the front of the house) shall not exceed three (3) feet in height. No gate shall be higher than the adjacent fence.

3.4 Alterations. No fence shall be altered or changed in height, design, color, material or construction from the original installation made by the developer without the prior approval in writing of the adjoining Owner(s), if any, and the Architectural Review Committee.

3.5 Maintenance; Repairs. All fences shall be maintained in good condition and repair by the owner(s) of the adjoining Lots. In the event any fencing is wholly or partially damaged by any cause, it shall be removed and replaced in its entirety or returned to its original condition within three (3) months from the date of damage; provided, however, any fences installed by any Developer must be promptly restored to their original condition by the Owner(s) of the adjacent Lot(s).

3.6 Easements. If a fence is inadvertently not originally constructed on the Lot line and it is less than one foot off of the Lot line, then easements shall automatically thereby be created such that the fence may continue to be so located, and such that the Lot Owner(s) adjoining such fence shall be entitled to treat the fence as their boundary line for all practical purposes. In addition, each adjoining Owner(s) shall be entitled to use an area five (5) feet in width on each side of such fence in order to facilitate the maintenance of such fence.

ARTICLE IV

ARCHITECTURAL REVIEW

4.1 Creation of Committee.

4.1.1 Original Members. For the purpose of maintaining the aesthetic beautification features and the architectural and aesthetic integrity and consistency within the Project, the Architectural Review Committee (the "Committee") of three (3) members is hereby established. The initial Committee whereupon Declarant, and its heirs, successors and assigns to whom rights are specifically assigned in writing under Section 5.3 may appoint replacements who need not be Lot Owners. Except for Committee members appointed by the Declarant, all Committee members shall be Lot Owners or representatives of Developers. The initial address of the Committee is 3009 Douglas Blvd., Suite 150, Roseville, CA 95661.

4.1.2 Lot Owner Control. At any time after eighty percent (80%) of the Lots in the Project have been sold to individual home purchasers (as evidenced by recorded deeds), a new Committee may be elected by the majority of the Lot Owners in the Project with each Lot being entitled to one vote for each Committee position, to be cast as a majority of the Owners of that Lot determined. If no such Committee is elected, then and in such event, the members of the Committee appointed by the Declarant, and/or its heirs, successors and assigns, shall continue to act for ninety (90) days past the date of the last Lot conveyance at which time they shall cease to serve as the Committee. If the Committee does not continue, or if at any time, a majority of the Lot Owners elect to dissolve the Committee, it shall be dissolved by the filing of a Notice of Dissolution of the Committee with the County Recorder, executed by at least two (2) members of the Committee, specifically referring to the book and page of this recorded Declaration.

Such dissolution shall relieve every Lot Owner within the Property from the obligation to submit plans or otherwise obtain approvals from the Committee, provided however, that all other provisions of this Declaration shall remain in full force and effect and may be enforced by any Lot Owner within the Property. Unless earlier removed as provided above, members of the Committee shall serve for a period of one (1) year or until their successors are duly appointed, whichever is later. Committee members elected by Owners may be removed by a two-thirds (2/3) vote of the Owners who shall have the right to elect successors to fill unexpired terms in the same manner as specified above for the election of member by Owners.

4.1.3 Action by Majority. A majority of the Committee shall be entitled to take action and make decisions for the Committee.

4.2 Review by Committee.

4.2.1 Subject to Review. No buildings or improvements, fences, walls, other structures, grade changes or conversion of garage areas to living or recreational space shall be commenced, erected, repaired structurally, replaced or altered and no changes to exterior colors of any of the foregoing shall be made until the plans, specifications and material samples showing the nature, kind, shape, size, height, color, material, floor plan, and location of same shall have been submitted to and approved by the Committee in writing. In no event shall any Lot Owner fill or block drainage swales located on Lots.

4.2.2 Approval or Disapproval. The Committee shall not act in an arbitrary and unreasonable manner and the decision of the Committee to approve or disapprove any plans shall be based on the facts submitted to the Committee members. Failure of the Committee to approve or disapprove in writing said plans and specifications within thirty (30) days from the date same were received by the Committee shall constitute approval of said plans and specifications, provided the design, location, color and kind of materials in the building or other item to be built, installed or altered on said Lot shall be governed by all of the restrictions herein set forth and said improvement or alteration or other item shall be in harmony with existing buildings and structures in the Project. Approval of plans and specifications shall not be unreasonably withheld and rejection of any proposal reflected in plans and specifications must be based on reasonable judgment as to the effect said construction, installation or alteration will have on the Project as a whole.

4.2.3 Guidelines. The Committee shall have the right to refuse to approve any such plans and specifications which are not suitable or desirable in their opinion for aesthetic or other reasons and in so passing upon such plans and specification, it shall take into consideration the suitability of the proposed improvements or other structure or alteration, and of the material (including type and color) of which it is to be built, the site (including location, topography and finished grade elevation) upon which it is proposed to be erected, the harmony thereof with the surroundings (including color and quality of materials and workmanship) and the effect of the improvements on other structures or alterations as planned on the adjacent or neighboring property including visibility and view.

4.2.4 Liability. Neither Declarant, the Committee, nor the employees or agents thereof, shall be liable, except for willful or intentional acts to any Owner, lessee, licensee or occupant of real property subject to this Declaration for any damage, loss or prejudice suffered or claimed on account of any action or inaction pursuant to this Article IV. The Committee's approval of materials submitted to it shall not be interpreted or deemed to be an endorsement or verification of the safety, structural integrity or compliance with applicable laws or building ordinances of the proposed improvements or alterations and the Owner and/or its agents shall be solely responsible therefore. The Committee and its members shall have no liability for any lack of safety, integrity or compliance thereof.

The Committee and its members shall have no personal liability for judicial challenges to its decisions and the sole remedy for the successful challenge to a decision of the Committee shall be an order overturning the same without creating a right, claim or remedy for damages.

4.2.5 Diligent Pursuit of Work. All construction of buildings or improvements of any type or nature whatsoever by a Lot Owner shall be pursued diligently and continuously to completion, subject to weather, strikes, acts of God and other matters beyond the control of the Lot Owner.

4.2.6 Variations. The Committee may grant reasonable variances or adjustments from any covenants, conditions and restrictions imposed by the Declaration, in order to overcome practical difficulties or prevent unnecessary hardships arising by reason of the application of the covenants, conditions and restrictions contained in this Declaration. Such variances or adjustments shall be granted only upon an express finding by the Committee that the result of such variances or adjustments shall not be materially detrimental or injurious to other properties or improvements in the neighborhood and shall not be contrary to the general intent and purpose of this Declaration.

4.3 Declarant's Exemption. The restrictions and conditions set forth in this Article IV shall not be applicable to any original construction whatsoever undertaken by Declarant.

4.4 Developer's Exemptions. Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for the Developer to move, locate and maintain, during the period of construction and sale of Lots, on such portion of the Project as owned by that party as that party may from time to time select, such facilities as in the sole opinion of that party shall be reasonably required, convenient or incidental to the construction of houses and sale of Lots, including but not limited to business offices, storage areas, trailers, temporary buildings, construction yards, construction materials and equipment of every kind, signs, models and sales offices.

During the period of original development and construction of the Project, the provisions of Sections 2.4, 2.9, 2.10 and 3.1 shall not apply to the Developer.

ARTICLE V GENERAL

5.1 Effective of Declaration and Remedies.

5.1.1 Covenants Appurtenant. The declaration, limitations, easement, covenants, conditions and restrictions contained herein shall run with the land and shall be binding on all persons purchasing or occupying any Lot in the Project after the date on which this Declaration is recorded.

Every person who now or hereafter owns, occupies or acquires any right, title or interest in or any portion of the Property subject to this Declaration is and shall be inclusively deemed to have consented and agreed to every covenant, condition, restriction, limitation and agreement contained herein. All instruments of conveyance of any interest in any Lot shall contain (and if not, shall be deemed to contain) reference to this Declaration and shall be subject to the declarations, limitations, easements, covenants, conditions and restrictions herein as fully as though the terms and conditions of the Declaration were therein set forth in full; provided, however, that the terms and conditions of this Declaration shall be binding upon all persons affected by its terms, whether express reference is made to this Declaration or not, in any instrument of conveyance.

No private agreement of any adjoining property Owners shall modify or abrogate any of these restrictive covenants, conditions and restrictions.

5.1.2 Enforcement. This Project was made subject to this Declaration for the purpose of enhancing and protecting the value and attractiveness thereof and to create and maintain a harmonious living environment for the Owners. The enforcement of this document is difficult and compliance is best accomplished through mutual respect by any Owner of other Owners and by working together to carry out the intentions of this Declaration. In the event neighbors are unable to resolve a conflict as neighbors or in the event of any violation or attempted violation of these covenants, conditions and restrictions, the only way they may be enforced is through civil action, either in law or in equity, brought by the Owner or Owners (not in default) of any Lot or Lots in the Project or, on its own behalf, by the Declarant.

5.1.3. Declarant Has No Duty. Declarant has no duty to take action to remedy any such violation.

5.1.4. Remedies. Remedies shall include but not be limited to damages, injunctive relief and/or any and all other rights and remedies pursuant to law or equity and the prevailing party shall be entitled to collect all costs incurred and reasonable attorneys' fees sustained in commencing and/or defending and maintaining such lawsuit.

5.2 Severability. Invalidity of any one or more of these covenants, conditions and restrictions or any portion thereof by judgment or court order shall in no way affect the validity of any of the other provisions and the same shall remain in full force and effect.

5.3 Right to Assign by Declarant. Wherever the Declarant is granted certain rights and privileges thereunder, Declarant shall have the right to assign and transfer any of such rights and privileges to any other Developer as evidenced by a written instrument recorded in the office of the El Dorado County Recorder. Upon assignment by Declarant of its rights thereunder, the named Declarant shall thereafter have no responsibilities of Declarant therefore and all parties shall look to the successor Declarant therefore. At any time, Declarant may, by a written recorded notice, relinquish all or any portion of its rights thereunder and all parties shall be bound thereby.

5.4 Miscellaneous.

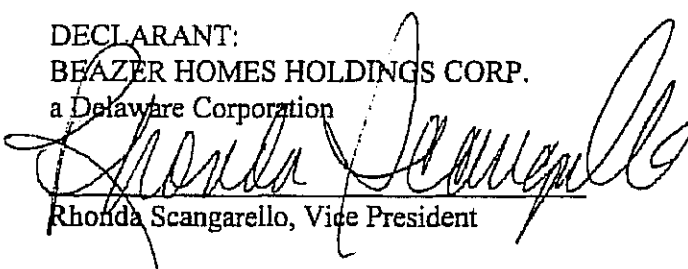
5.4.1 Term of this Declaration. This Declaration shall remain and be in full force and effect for an initial term of thirty-five (35) years from the date this Declaration is recorded. Thereafter, this Declaration shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked by an instrument in writing, executed and acknowledged by the then Owners of not less than seventy-five percent (75%) of the Lots in the Project, which said instrument shall be recorded in the office of the County Recorder of El Dorado County, California, within ninety (90) days prior to the expiration of the initial effective period hereof, or any ten (10) years extension.

5.4.2 Procedure for Amendment. At any time while this Declaration is in effect, as provided above, this Declaration may be amended by an instrument in writing, executed and acknowledged by the Owners of not less than seventy-five percent (75%) of the Lots in the Project. If there is any conflict between the Project Documents, the provisions of this Declaration shall prevail.

5.4.3 Governmental Regulations. To the extent any provision of the Declaration is in conflict with any applicable local, state or federal regulation governing the subject matter of such provision, that provision shall be deemed modified so as to comply with such regulation.

Dated this 19th day of November, 2001

DECLARANT:
BEAZER HOMES HOLDINGS CORP.
a Delaware Corporation


Rhonda Scangarello, Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Placer } ss.

On November 19, 2001, before me, Marlayna Harney, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Rhonda Scangarello,
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Marlayna Harney
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



11/19/2001.20010074919

Description: El Dorado, CA Document-Year.DocID 2001.74919 Page: 13 of 13

Order: friday Comment:

NOW THEREFORE, Declarant hereby declares that said Declaration is amended as follows, and except as amended herein, said Declaration, shall remain unchanged and in full force and effect. If there is any conflict between the Declaration and this First Amendment, the terms of this First Amendment shall prevail.

2.5 Use of Garages. No person may convert a garage to living space for recreational use without the prior written consent of the Architectural Review Committee and the County of El Dorado.

2.17 Responsibility for Private Drainage Facilities. Repairs and maintenance of said drainage channels; inlets and ditches will be by a Community Facilities District.

4.1.1 Original Members. For the purpose of maintaining the aesthetic beautification features and the architectural and aesthetic integrity and consistency within the Project, the Architectural Review Committee (the "Committee") of three (3) members is hereby established. The initial Architectural Review Committee shall be composed of three (3) persons appointed by the Declarant and representatives of the Developer. Responsibility for Architectural Review shall be automatically transferred to Cameron Park Community Services District upon completion of the construction of homes on all Lots or upon resignation of the initial Architectural Review Committee whichever first occurs.

4.1.2 Lot Owner Control. To be deleted.

5.1.4 Remedies. Remedies shall include but not limited to damages, injunctive relief, fines imposed by the Cameron Park Community Service District subject to due process and/or any and all other rights and remedies pursuant to law or equity and the prevailing party shall be entitled to collect all costs incurred and reasonable attorneys' fees sustained in commencing and/or defending and maintaining such lawsuit.

5.1.5 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 Service District which has authority under Government Code 61601.10 to enforce tract restrictions within its jurisdiction. Cameron Park Community Service District can assess monetary penalties against any lot owner for any violation of this Declaration after due process.

The undersigned, being the Declarant herein, has executed the First Amendment on December 7, 2001.

BEAZER HOMES HOLDINGS CORP.,
A Delaware Corporation

By 
Rhonda Scangarello, Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Placer } ss.

On December 7, 2001, before me, Gwen Myers Notary Public -
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Rhonda Scangarello
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Gwen Myers
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

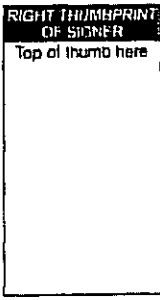
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

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

Signer is Representing: _____



AFTER RECORDED RETURN TO:

BEAZER HOMES
3009 DOUGLAS BLVD. #150
ROSEVILLE, CA 95661
ATT: RHONDA SCANGARELLO
ESCROW NO. 2145000AA

El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2001-0081323-00
Acct 3-FIRST AMERICAN TITLE CO
Thursday, DEC 13, 2001 08:00:00
Ttl Pd \$13.00 Nbr-0000213609
JMB/C2/1-3

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF CAMERON VALLEY ESTATES UNIT NO. 1**

*THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTIRCTIONS OF CAMERON VALLEY ESTATES UNIT NO. 1, (hereinafter referred to as
"First Amendment") is made on the date hereinafter set forth by Beazer Homes Holdings Corp., a
Delaware Corporation (referred to in this First Amendment as "Declarant"), and is made with
reference to the following facts:*

RECITALS

- A. On November 19, 2001, Declarant recorded that certain document entitled
"DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CAMERON
VALLEY ESTATES" (referred to in this First Amendment as "Declaration") as Document No.
01-0074919 of the Official Records of El Dorado County. Unless otherwise specified herein, all
terms used in this First Amendment shall mean as defined in said Declaration.
- B. Said Declaration directly affects all that real property located in El Dorado County,
California, more particularly described as follows:
- Parcel 1
Lots 1 through 10; 13 through 43; 52 through 53, inclusive, as shown on the Map entitled
"Cameron Valley Estates, Unit No. 1", filed for record July 30, 1998, in Book "T" of Maps,
at Page No. 9, records of said County.
- Parcel 2
Parcels A, B, C and D as shown on the Parcel Map filed in the office of the County
Recorder of El Dorado County, California on March 13 2000 in Book 47 of Parcel Maps, at
Page 105.
- C. Section 5.4.2 of said Declaration provides that said Declaration may be amended at any
time while this Declaration is in effect, as provided. If there is any conflict between the Project
Documents, the provisions of this Declaration shall prevail.
- D. At this time, title to 75% of the Lots described in the Declaration are still held by
Declarant, and Declarant desires to amend said Declaration as set forth herein.

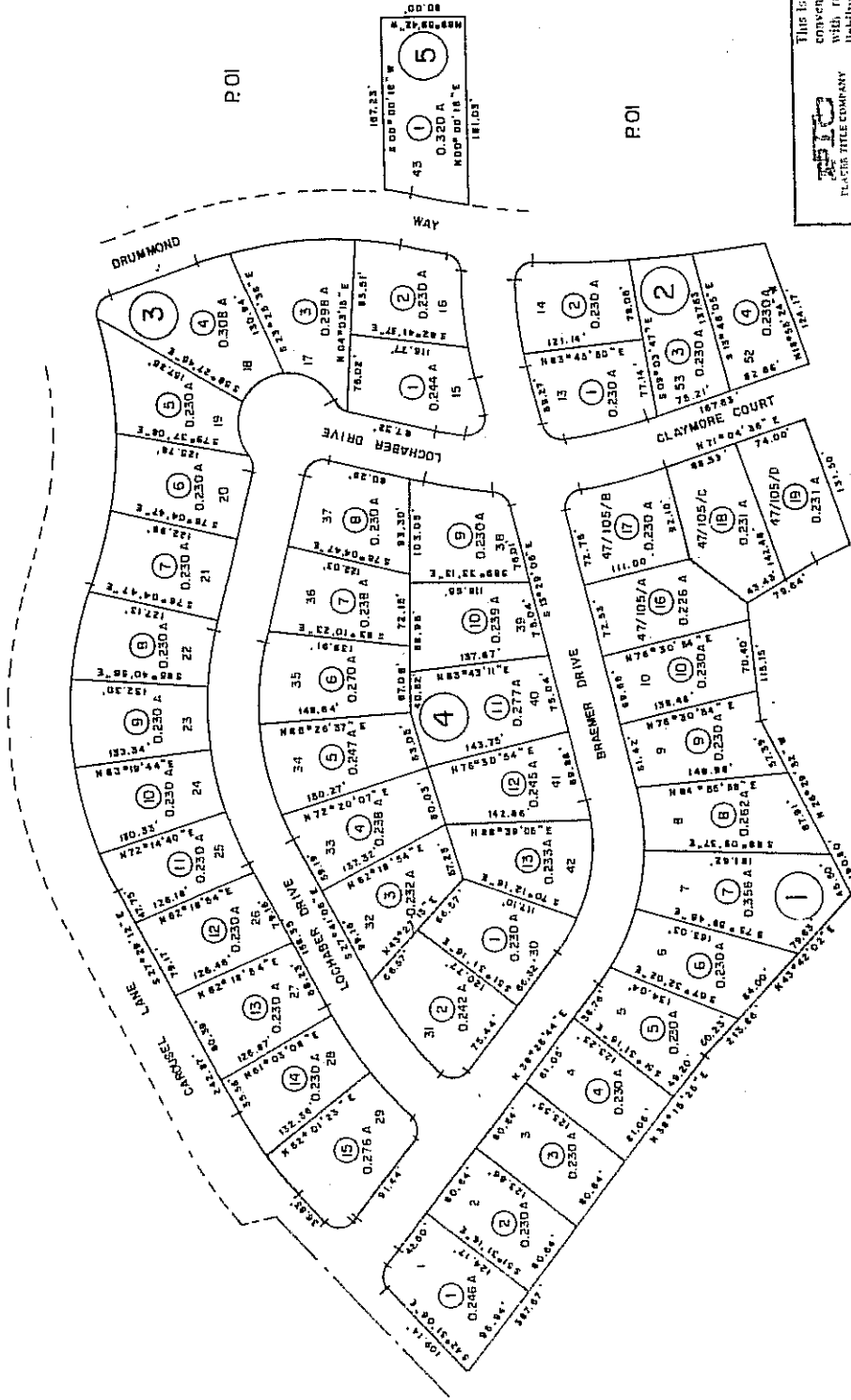
70:39

Tax Area Code



POR. SECS. 27 & 34, T. 10N., R. 9E., M.D.M.
CAMERON VALLEY ESTATES UNIT NO. 1
1-9

P.O.I.



This is not a plat or survey. It is furnished as a convenience to locate the land indicated herein with reference to streets and other land. No liability is assumed by reason of reliance thereon.



P.O.I.

Assessor's Map Bk. 70 - Pg. 39
County of El Dorado, California

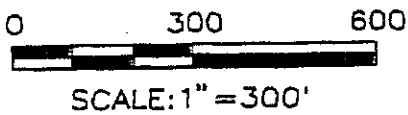
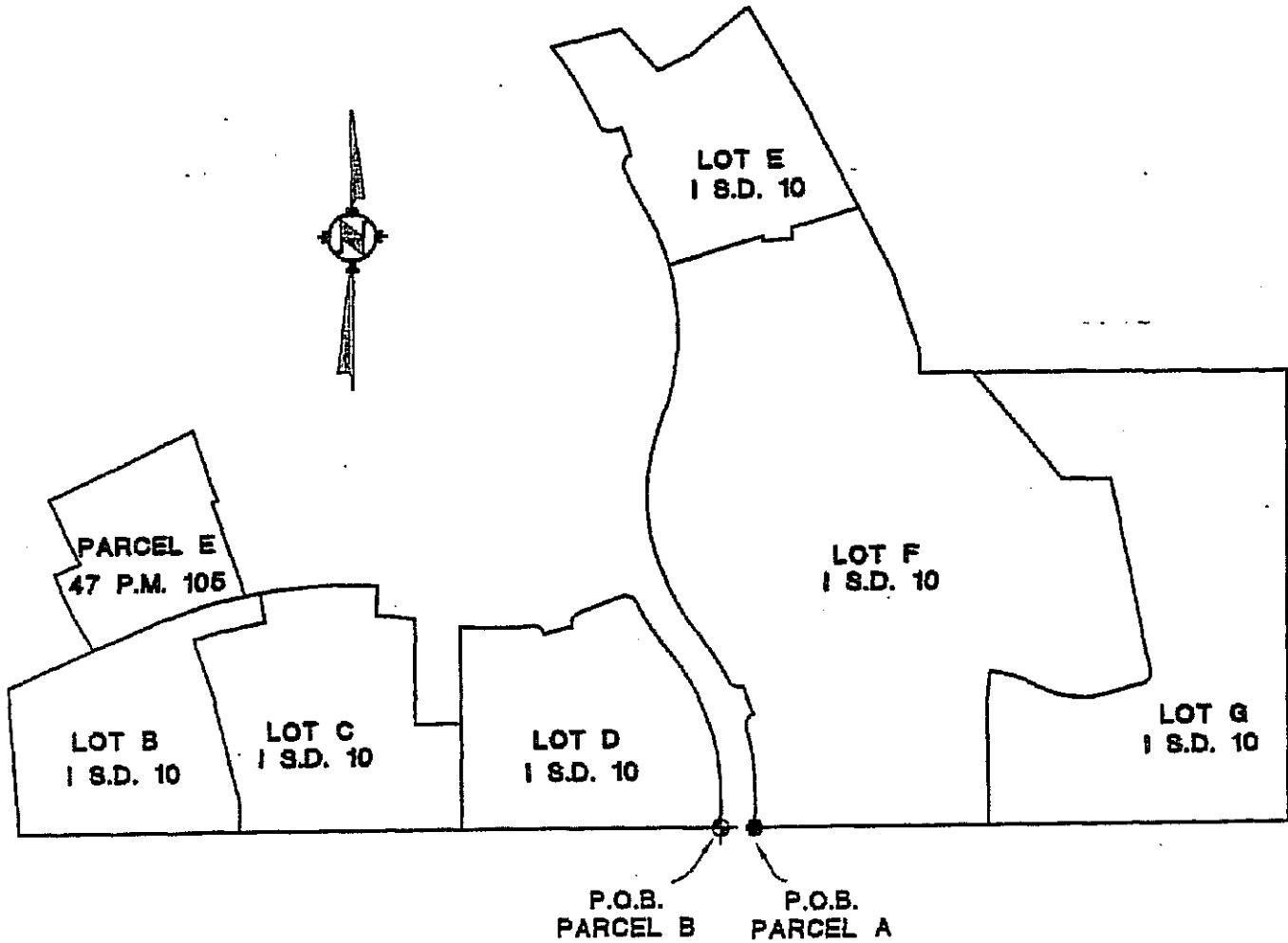
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

THIS MAP IS NOT A SURVEY. It is prepared by the El Dorado Co. Assessor's office for assessment purposes only.

7-16-01

CAMERON VALLEY ESTATES
UNIT NO. 3
EL DORADO COUNTY, CALIFORNIA

PLAT TO ACCOMPANY
DESCRIPTION



WILD RODGERS INC.
ENGINEERING PLANNING MAPPING SURVEYING

3301 O STREET, BLDG. 100-B
SACRAMENTO, CA 95816
PHONE: (916) 341-7760

11/08/2001, 20010071979

AFTER RECORDED RETURN TO:

BEAZER HOMES
3009 DOUGLAS BLVD. #150
ROSEVILLE, CA 95661
ATT: RHONDA SCANGARELLO
ESCROW NO. 2145000AA



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2001-0081323-00
Acct 3-FIRST AMERICAN TITLE CO
Thursday, DEC 13, 2001 08:00:00
Ttl Pd \$13.00 Nbr-0000213609
JMB/C2/1-3

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CAMERON VALLEY ESTATES UNIT NO. 1

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTIRCTIONS OF CAMERON VALLEY ESTATES UNIT NO. 1, (hereinafter referred to as "First Amendment") is made on the date hereinafter set forth by Beazer Homes Holdings Corp., a Delaware Corporation (referred to in this First Amendment as "Declarant"), and is made with reference to the following facts:

RECITALS

A. On November 19, 2001, Declarant recorded that certain document entitled "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CAMERON VALLEY ESTATES" (referred to in this First Amendment as "Declaration") as Document No. 01-0074919 of the Official Records of El Dorado County. Unless otherwise specified herein, all terms used in this First Amendment shall mean as defined in said Declaration.

B. Said Declaration directly affects all that real property located in El Dorado County, California, more particularly described as follows:

Parcel 1

Lots 1 through 10; 13 through 43; 52 through 53, inclusive, as shown on the Map entitled "Cameron Valley Estates, Unit No. 1", filed for record July 30, 1998, in Book "T" of Maps, at Page No. 9, records of said County.

Parcel 2

Parcels A, B, C and D as shown on the Parcel Map filed in the office of the County Recorder of El Dorado County, California on March 13 2000 in Book 47 of Parcel Maps, at Page 105.

C. Section 5.4.2 of said Declaration provides that said Declaration may be amended at any time while this Declaration is in effect, as provided. If there is any conflict between the Project Documents, the provisions of this Declaration shall prevail.

D. At this time, title to 75% of the Lots described in the Declaration are still held by Declarant, and Declarant desires to amend said Declaration as set forth herein.

NOW THEREFORE, Declarant hereby declares that said Declaration is amended as follows, and except as amended herein, said Declaration, shall remain unchanged and in full force and effect. If there is any conflict between the Declaration and this First Amendment, the terms of this First Amendment shall prevail.

2.5 Use of Garages. No person may convert a garage to living space for recreational use without the prior written consent of the Architectural Review Committee and the County of El Dorado.

2.17 Responsibility for Private Drainage Facilities. Repairs and maintenance of said drainage channels; inlets and ditches will be by a Community Facilities District.

4.1.1 Original Members. For the purpose of maintaining the aesthetic beautification features and the architectural and aesthetic integrity and consistency within the Project, the Architectural Review Committee (the "Committee") of three (3) members is hereby established. The initial Architectural Review Committee shall be composed of three (3) persons appointed by the Declarant and representatives of the Developer. Responsibility for Architectural Review shall be automatically transferred to Cameron Park Community Services District upon completion of the construction of homes on all Lots or upon resignation of the initial Architectural Review Committee whichever first occurs.

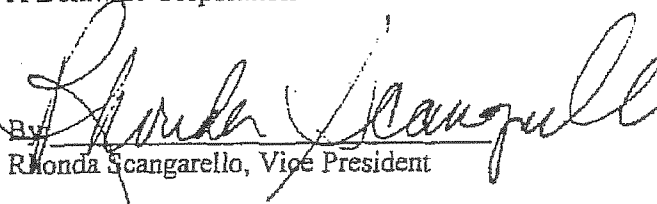
4.1.2 Lot Owner Control. To be deleted.

5.1.4 Remedies. Remedies shall include but not limited to damages, injunctive relief, fines imposed by the Cameron Park Community Service District subject to due process and/or any and all other rights and remedies pursuant to law or equity and the prevailing party shall be entitled to collect all costs incurred and reasonable attorneys' fees sustained in commencing and/or defending and maintaining such lawsuit.

5.1.5 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 Service District which has authority under Government Code 61601.10 to enforce tract restrictions within its jurisdiction. Cameron Park Community Service District can assess monetary penalties against any lot owner for any violation of this Declaration after due process.

The undersigned, being the Declarant herein, has executed the First Amendment on December 7, 2001.

BEAZER HOMES HOLDINGS CORP.,
A Delaware Corporation

By 
Rhonda Scangarello, Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Placer } ss.

On December 7, 2001, before me, Gwen Myers Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe," Notary Public)
personally appeared Rhonda Scangarello
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Gwen Myers
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

