

RECORDED
FEB 14 12 24 PM 1967
TAHOE TITLE GUARANTEE CO.

DECLARATION OF RESTRICTIONS

AIR PARK ESTATES

CAMERON PARK NORTH UNIT NO. 5

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WHEREAS, DORADO ESTATES, a California Corporation, hereinafter designated as DECLARANT, is the owner of a certain subdivision and tract of land situated in the County of El Dorado, State of California, more particularly known and described as Air Park Estates, Cameron Park North Unit No. 5, the original plat of which was recorded in the Office of the County Recorder of El Dorado County in Book "D" of Maps, page 75.

NOW THEREFORE said DECLARANT hereby certifies and declares the following covenants, restrictions, reservations, servitudes, easements, and agreements subject to which said parcels of land and lots and portions thereof shall be held, used, leased, sold, and conveyed, each of which is for the benefit of said property and each and every owner thereof, both present and future, and shall apply and inure to the benefit of and bind the owners and their respective successors in interest as follows:

(1) No dwelling shall be erected or placed on any of Lots No. 122 - 175, inclusive, and Lots No. 187 - 256, inclusive (which lots shall hereinafter be referred to as "Air Park Lots"), having a width of less than one hundred (100) feet at the minimum building set-back line or shall any dwelling be erected or placed on any "Air Park" lot having an area of less than sixteen thousand (16,000) square feet, except that a dwelling may be erected or placed on any original "Air Park" lot as shown on the recorded plat.

No dwelling shall be erected or placed on any of Lots No. 1 - 65, inclusive, Lots No. 67 - 109, inclusive, Lots No. 111 - 121, inclusive (which lots hereinafter shall be referred to as "R1" lots), having a width of less than eighty (80) feet at the minimum building set-back line or shall any dwelling be erected or placed on any "R1" lot having an area of less than ten thousand (10,000) square feet, except that a dwelling may be erected or placed on any original lot as shown on the recorded plat.

No resubdivision of Lots No. 176 - 186, inclusive, and Lots No. 66 and 110 shall be permitted to have an area of less than sixteen thousand (16,000) square feet except that any structure conforming to the zoning regulations may be placed on any of Lots No. 66, 110, and 176 through 186, inclusive.

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(2) Lots having a dual frontage shall have access only from inside streets. Lots adjoining and abutting airport runway and clear areas shall have no access onto and/or across such runway or clear areas. Access for such lots shall be only from inside streets.

(3) The following streets have been designed for joint use by regular vehicular traffic and aircraft: Boeing Road, Baron Court, United Drive (only that certain portion east of Boeing Road), Bonanza Drive, Fairway Drive (only that certain portion north of Cambridge Road), Aeronica Way, Western Drive, and Lockheed Court. Said streets shall hereinafter be referred to as "aircraft" streets. No aircraft shall proceed onto, over, or across any streets in Air Park Estates except those designated herein as "aircraft" streets. All use by owners of lots or parcels in said subdivision, occupants, and/or guests of aircraft streets shall be subject to the following:

(a) All regular vehicular traffic shall travel within the center lanes indicated by stripes painted on the respective streets. Regular vehicular speed on "aircraft" streets shall not exceed twenty-five (25) miles per hour. No parking of regular vehicles shall be permitted on any "aircraft" streets within this subdivision.

(b) All aircraft traffic shall be restricted to aircraft not in excess of 12,500 pounds gross weight, or of greater than 40 feet over-all width.

(c) All aircraft traffic traveling on "aircraft" streets shall proceed in the outside lanes indicated by stripes painted on the respective streets. No parking of aircraft and/or automobiles shall be permitted on "aircraft" streets within this subdivision.

(d) No aircraft shall use said "aircraft" streets for any purpose whatsoever except to taxi from a private parking area within the boundaries of a parcel or lot in said subdivision to and from the airport taxi-way and/or landing strip and at a rate not to exceed 1,000 r.p.m. and/or fifteen (15) miles per hour, whichever may be the lesser speed.

(e) No aircraft shall be permitted on the "aircraft" streets designated herein without adequate brakes.

(f) No aircraft shall be permitted on "aircraft" streets without adequate landing lights, which shall be in operation thirty (30) minutes after sundown and thirty (30) minutes before sunrise, while aircraft is taxiing on the "aircraft" streets.

(g) Aircraft proceeding within the subdivision shall yield the right-of-way to pedestrians and to regular vehicular traffic.

(h) Aircraft shall taxi at all times on the right side of the "aircraft" streets and shall comply with all posted traffic signs, signals, and any other traffic regulation device that may be employed for safety of vehicular operation.

(i) No owners, occupants, or guests shall disassemble for overhaul or repair major increments of any regular vehicle or aircraft or its power plant on any lot or lots within said subdivision. This restriction is not intended to preclude minor repairs or tune-up performed by an owner, occupant, or guest upon his own automobile or aircraft but is intended to prohibit major repairs involving dis-assembly of large parts which may remain for several days in unenclosed spaces such as drives, or plane ports. No repairs of any kind shall be performed commercially on automobiles or aircraft.

(j) No fuel or oil may be stored in an unenclosed area on any lot or lots.

(4) No buildings, fence, structures of any type, or any landscaping shall exceed three (3) feet in height for a distance of thirty-five (35) feet back from the front property line of any lot or lots heretofore designated "Air Park" lots. No buildings, fence, structures of any type (except street lights and mail boxes) shall exceed three (3) feet in height for a distance of twenty-five (25) feet back from the front property line of any lot or lots heretofore designated "R1" lots and/or "R2" lots. No structure or any part thereof shall be erected upon any lot or lots nearer to the street or streets adjacent thereto than thirty-five (35) feet from the front property line of an Air Park lot, and twenty-five (25) feet from the front lot line on all other lots in said subdivision, or closer than fifteen (15) feet to any side street line on any lots, or closer than ten (10) feet to any side lot line and no backyards shall be less than fifteen (15) feet deep.

(5) No buildings other than one detached single family, private residence, a private garage, or port for regular vehicles for the use of the occupants of such residence, and other usual and appropriate outbuildings, strictly incidental and appurtenant to a private residence shall be erected or maintained on any lot or plot in said subdivision excepting

therefrom Lots No. 176-186, inclusive, and Lots No. 66, 110A, and 110B, inclusive, heretofore designated as "R2" lots which shall permit limited multi-family use in accordance with Section No. 9412 of the El Dorado County Department of Planning Regulations for "R2" Districts and/or such "R2" Regulations as may from time to time be amended by the El Dorado County Department of Planning but otherwise shall conform to the covenants and conditions of this Declaration.

Owners of lots heretofore designated Air Park lots may construct as an appurtenant structure to the single family dwelling a plane port which shall conform to the architecture of the residence and be an integral part and portion thereof, but otherwise such Air Park lots shall conform to the covenants and conditions of this Declaration.

The term "private residence" shall be construed as set forth in Regulation No. 9411, Regulations for R1 Districts of El Dorado County, Department of Planning, and/or as such R1 Regulations may from time to time be amended by the El Dorado County Department of Planning.

(6) No single family residence having a ground floor area exclusive of open porches, garages, car ports, plane ports or other buildings of less than 1,400 square feet shall be erected or permitted on any lot. No multi-family structure shall be erected or permitted on lots designated as "R2" lots which do not conform to the minimum area per dwelling unit and ratio of land to building area as set forth in Regulation No. 9412 of the El Dorado County Department of Planning.

(7) No trailer, basement, tent, shack, garage, car port, or other outbuildings shall be used as temporary or permanent residence, nor shall any residential structure be moved onto any lot or parcel from any other location. When the erection of a structure is once begun, the work thereon must be prosecuted diligently, and said structure must be completed within a reasonable time.

(8) No buildings, fences, walls, or other permanent structure shall be erected or altered or placed on any lot in said subdivision until building plans, specifications, and plot plans showing the location of the structures on the lot have been submitted to, and approved in writing, as to construction, conformity, and harmony of external design, and as not interfering with the reasonable enjoyment of

any other lot, by an architectural committee composed of Ray D. Henderson and Rowland F. Sweet. Upon failure of the committee or its designated representative to approve or disapprove such plans and specifications within thirty (30) days after the same have been delivered to the Committee, and a written receipt therefor received and/or delivered to the Committee by registered mail, approval thereof will be deemed to have been made, provided the proposed construction complies with all the provisions otherwise of this Declaration. If any member of the committee resigns, or is unable to act, the DECLARANT and/or its successors, agents, or assigns shall appoint a new member to fill that vacancy. Pending such appointment, the remaining member shall discharge the functions of the Committee. At any time the DECLARANT and/or its successors, agents, or assigns may, by recorded statement, relinquish the right herein reserved to appoint and maintain the Committee and at such time the then record owners of seventy-five (75) per cent or more of the lots in said subdivision may elect and appoint a committee of three (3) or more of such owners to assume and exercise all the powers and functions of the Committee specified herein. No member of any Architectural Committee, however created, shall receive any compensation or make any charge for his services as such.

(9) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

(10) No billboard or sign of any design shall be placed or maintained on said property without the written approval of the Architectural Committee, provided, however, that notwithstanding anything to the contrary contained in this instrument, the DECLARANT and its successors, agents, or assigns, may place or erect and maintain customary signs and offices for itself or its accredited agents upon said property, and such signs and offices may be moved from time to time to other locations on said property.

(11) No derrick or other structure designated for use in boring, mining, or quarrying for oil or natural gas or minerals shall ever be erected, placed, maintained, or permitted to remain upon any lot in said tract.

(12) No owners or occupants of any lot or plot in said subdivision shall place, store, park, or keep house-trailers or commercial-type vehicles of any kind on said premises, nor park said commercial-type vehicles in the street.

(13) No plane port or aircraft parking shall be permitted upon any lot or lots unless construction of an approved dwelling is underway and/or has been completed. No building materials of any kind may be stored on any lot or lots longer than ninety (90) days without being incorporated into an approved structure.

(14) No owners or occupants of any lot or plot in said subdivision may place, store, or keep building materials or appliances (except during the course of construction or remodeling which has been approved by the Architectural Committee) or other materials of any nature which detract from the residential character and aesthetic appearance of the neighborhood, or shall owners or occupants place, store, or keep unsightly boxes, bottles, or cans on premises unless kept at rear of lot, enclosed by fencing so that such unsightly objects may not be visible from the street on which said lot or plot fronts, or if a corner lot, from front and side streets.

(15) No owners or occupants shall create a nuisance to the neighborhood. For the purpose of this Declaration of Tract Restrictions, the word "nuisance" shall be defined as the commission of any act which shall be offensive to the DECLARANT, its successors, agents, or assigns, and/or seventy-five (75) per cent of the owners of property within a two hundred fifty (250) foot radius from the perimeter of any lot or parcel from which such nuisance may be created. The existence of such nuisance shall be determined when the DECLARANT, its successors, agents, or assigns, and/or seventy-five (75) per cent of the owners of property within the herein prescribed radius of the nuisance shall sign a notice addressed to and delivered to the owners of any lot or parcel on which such a nuisance is created, advising that the nuisance exists and requesting immediate abatement thereof. Such a notice shall be delivered by registered mail and within thirty (30) days after receipt thereof by the owners of any lot or parcel creating such nuisance, the notifying lot owners and/or DECLARANT, its successors, agents, or assigns may by appropriate proceedings institute legal action to enforce abatement.

(16) Any breach or violation of any of the conditions herein contained may be enjoined, abated, or remedied

by appropriate proceedings by any owner or owners of a lot or lots in said subdivision and any damages for any breach of the terms, restrictions, and provisions of this Declaration are hereby declared not to be adequate compensation, and the continuation thereof may be enjoined, or abated by appropriate proceedings by the DECLARANT, its successors, agents, or assigns, or by the owner or owners of any other lot or lots in said subdivision.

(17) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear and side five (5) feet of each lot.

(18) If any restrictive covenant or condition herein specified, or any part thereof is invalid or for any reason becomes unenforceable, no other restriction, covenant, or condition, or any part thereof, shall become affected or impaired thereby.

(19) Nothing contained in this Declaration shall impair or defeat the lien of any mortgage or Deed of Trust made in good faith and for value, but title to any property subject to this Declaration obtained through sale in satisfaction of any mortgage or Deed of Trust, made in good faith and for value, shall hereinafter be held subject to all of the restrictions and provisions hereof.

(20) No lot in said tract shall be subdivided to front on any other street than that on which it now fronts.

(21) The various restrictive measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of the lots or parcels in said subdivision and failure by the DECLARANT, its successors, agents, or assigns, or any other person or persons entitled so to do, to enforce any measure or provision upon violation thereof, shall not stop or prevent enforcement thereafter or be deemed a waiver of the right so to do.

(22) These covenants, restrictions, and agreements shall run with the land and shall continue in full force and effect until June 1, 2010, which time the same shall be automatically extended for successive periods of ten (10) years unless by a duly executed and recorded statement, the then

EL DORADO
COUNTY RECORDER

After Recording Return to:
Dorado Estates
Box 153, Single Springs, Cal.

AMENDMENT TO DECLARATION OF RESTRICTIONS USE THE GUARANTEE CO.
AIR PARK ESTATES AND A RE-SUBDIVISION Nov 20 2 21 PM '67
OF LOT 459 OF CAMERON PARK NORTH UNIT #1

App. # 22003-8

WHEREAS, DORADO ESTATES, a California Corporation, herein-
after designated as DECLARANT, is the owner of seventy-five (75)% of
the lots in Air Park Estates and a re-subdivision of Lot #459, Cameron
Park North Unit #1, the original plat of which was recorded in the
office of the County Recorder of El Dorado County on February 14,
1967, in Book D of Maps, Page 78, and the Declaration of Restrictions
recorded February 14, 1967, in Book 821, Page 519;

NOW, THEREFORE, said DECLARANT hereby certifies and de-
clares the following amendments to the said heretofore recorded
Restrictions;

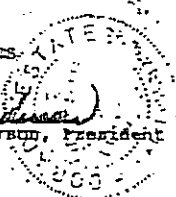
(1) The title of said heretofore recorded Restrictions
shall be amended from "Declaration of Restrictions, Air Park Estates,
Cameron Park North Unit #5" to "Air Park Estates and a Re-subdivision
of Lot #459 of Cameron Park North Unit #1."

(2) Paragraph #5, page 3 of the Declaration of Restrictions
heretofore recorded shall hereby and herewith be amended to include
Lots #16 through 26 inclusive, and Lots #189 through 193 inclusive
in the group of lots designated for "R-2" use, in accordance with the
re-zoning of said lots approved by the Board of Supervisors of El
Dorado County.

This Amendment shall become a part and portion of said here-
before recorded Declaration of Restrictions.

Dated this 16th day of November, 1967.

DECLARANT
DORADO ESTATES
Ray D. Henderson
Ray D. Henderson, President



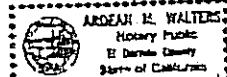
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STATE OF CALIFORNIA)
COUNTY OF EL DORADO) ss.

On November 15, 1967, before me, the undersigned, a Notary Public in
and for said County and State, personally appeared Ray D. Henderson,
known to me to be the President of the Corporation which executed the
within instrument, and also known to me to be the person who executed
it on behalf of such Corporation, and acknowledged to me that such
Corporation executed the same and further acknowledged to me that
such Corporation executed the within instrument pursuant to its by-laws
or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature *Ardean H. Walters*
Ardean H. Walters



END OF DOCUMENT

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