

DECLARATION OF RESTRICTIONS
CAMERON PARK NORTH UNIT NO. 7

DORADO ESTATES, a California Corporation, Post Office Box 158, Shingle Springs, California 95682, owner of a certain tract of land and subdivision situated in the County of El Dorado, State of California; generally known and described as Cameron Park North Unit No. 7, the original plat of which was recorded in the Office of the County Recorder of El Dorado County, California, in Book "D" of Maps, Page 92, does hereby certify and declare that it has established and does hereby establish the following restrictions, covenants, conditions, servitudes, easements, and reservations, subject to which said parcels or 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 inure to and pass with the said property or any portion thereof and shall apply to and bind the respective successors in interest of the present owners and their heirs, executors, assigns, and administrators as follows:

1) As to Lots No. 1 through 183, inclusive, and 185 through 221, inclusive, no lot shall be used except for residential purposes in accordance with such use as set forth in Sections 9411 and 9412 of the Regulations of the El Dorado County Department of Planning, September, 1965, and/or as these Regulations may thereafter be amended by the County of El Dorado.

2) As to Lots No. 222 through 269, inclusive, and Lot No. 184, no lot shall be used except for commercial purposes as set forth in Section 9419 of the Regulations of the El Dorado County Department of Planning, September, 1965, and/or as these Regulations may thereafter be amended by the County of El Dorado.

3) As to Lots No. 273, 278, 279, 280, and 281, no lot shall be used except for multi-family purposes as set forth in Section 9412.1 of the Regulations of the El Dorado County Department of Planning, September, 1965, and/or as these Regulations may thereafter be amended by the County of El Dorado.

4) As to Lots No. 270, 271, 272, 274, and 275, no lot shall be used except for commercial purposes as set forth in Section 9413 of the Regulations of the El Dorado County Department of Planning, September, 1965, and/or as these Regulations may thereafter be amended by the County of El Dorado.

5) As to Lots No. 276 and 277, neither lot shall be used except for tourist residential purposes as set forth in Section 9412.5 of the Regulations of the El Dorado County Department of Planning, September, 1965, and/or as these Regulations may thereafter be amended by the County of El Dorado.

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6) No residential structure nor any part thereof shall be erected upon any lot or lots enumerated in Paragraph No. 1 nearer to the street or streets adjacent thereto than twenty (20) feet from the front lot property line, nor closer than fifteen (15) feet from the rear lot property line, nor closer than fifteen (15) feet from the side street lot property line, nor closer than ten (10) feet to any side lot property line except no side setback shall be required for any common-wall dwelling or dwellings constructed in accordance with a precise plan approved by the County of El Dorado. No side yard shall be required for a detached garage or other permitted accessory building located fifty (50) feet or more from the front property line.

7) No building or other structure shall be erected, altered, placed, or permitted to remain on any lot unless it is approved by the Architectural Committee, as provided in Paragraph No. 17 hereof.

8) No trailer, basement, tent, shack, garage, or other out-building shall be used as temporary or permanent residence, except for Lots No. 276 and 277 or any portion thereof which may permit the use of trailers or mobile homes as either temporary or permanent residences.

9) When erection of a structure is once begun, the work thereon must be prosecuted diligently and said structure must be completed within a reasonable time, said reasonable time to be determined by the Architectural Committee.

10) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any residential lot enumerated under Paragraphs No. 1 and 3 herein, except that dogs, cats, or other small household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose on the afore designated residential lots.

11) No billboard or advertising shall be placed or maintained on any lot or lots in this subdivision, without the prior written approval of the Architectural Committee, which approval shall not be granted until any such billboards or signs have been previously approved as to size and location by the Planning Department of the County of El Dorado.

12) No derrick nor other structure designed for use in boring, mining, or quarrying for oil, gas, or minerals shall ever be erected, placed, maintained, or permitted to remain on any portion of this subdivision.

13) No owners nor occupants of any lot or plot in this subdivision shall place, store, park, or keep house-trailers or commercial-type vehicles of any kind, except as to commercial-zoned lots and Lots No. 276 and 277, or portions thereof.

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14) No owners nor 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 esthetic appearance of the neighborhood, nor shall owners nor 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. Owners or occupants of any commercial lots may be excepted from the restrictions of this paragraph as to any building materials, appliances, boxes, bottles, or cans that may be permitted under a use approved by such commercial zoning and stored or placed on such commercial lots as a part of their regular trade or business.

15) No owners nor 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 omission or commission of any act which shall be offensive to seventy-five (75) per cent of the owners of single-family detached properties within a two hundred fifty (250) foot radius from the perimeter of any single-family detached lot or parcel on which such a nuisance is being created or, in the case of common-wall single-family dwellings, the omission or commission of any act which shall be offensive to seventy-five (75) per cent of owners of lots or parcels and dwelling units within any single common-wall building. The existence of such a nuisance shall be determined when seventy-five (75) per cent of the owners of properties within the herein prescribed radius or area of the nuisance or the Declarant hereof, as long as he shall own any lots or parcels, 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 or occupants of any lot or parcel on which such a nuisance is created if said nuisance is not abated, then Declarant or any owner of a lot or parcel in this tract may, by appropriate proceeding, institute legal action to enforce abatement.

16) Subject to compliance with County of El Dorado Zoning Regulations, said subdivision may be used for the construction and occupancy for sale or rent of common-wall buildings as follows:

a) The provisions hereof are made in contemplation of individual family residential units being sold and conveyed in fee simple with property lines running from front to rear lot lines, being consistent with centerline location of party or common-walls on such side lot lines.

b) That upon approval by the County of El Dorado of precise site plans, side yards shall not be required for such common-wall dwellings, and that individual residential lots shall be less than the usual minimum lot

size specified in the Regulations of R1, R2, and RM Districts by the El Dorado County Department of Planning, provided that the over-all density of dwelling units to gross land area shall not exceed the density specified by the Zoning Regulations of the County of El Dorado and/or the specific density determined by the County of El Dorado for such common-wall dwellings by approval of precise site plans.

c) Applying only to common-wall dwellings, easements for installation and maintenance of utilities and drainage structures are reserved herewith along and in common-walls, across each structure under the subfloor and over the ceiling joists, said utilities and drainage structures to run in areas normally accessible from underfloor and attic access-ways or doors.

d) An easement for the joint use and maintenance of a party-wall, along and across a strip of land not to exceed eight (8) inches in width on each adjoining side lot line except for the first twenty (20) feet and rear fifteen (15) feet of any lot on which no building structure is permitted.

e) All party-walls shall be maintained and repaired at the joint and equal expense of the adjoining owners, subject, however, to the obligation of the respective owners to immediately repair any damage to said common-wall resulting solely from their fault or neglect.

f) Unless approved in writing by the Architectural Committee, as set forth in Paragraph 17 hereof, any and all maintenance and repair of the exterior portion, being roof and sidewalls, and pediments thereof, of all common-wall dwellings shall preserve without any alteration whatsoever in appearance the exact color and type of paint originally applied to said common-wall dwelling, and the removal of any portion or portions of roof, sidewall, and pediments thereof, shall be replaced with like material as to same texture and general appearance. The purpose and intent of this provision is to maintain and perpetuate the neighborhood design and color harmony originally established and thereby to protect the esthetics and property value for owners and residents as a whole in this Tract. Any violation of these provisions shall be considered a nuisance and subject to the provisions of Paragraph 15 hereof.

17) No buildings, fences, walls, or other permanent structure shall be erected, 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 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 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 resigns or is unable to act, the remaining member shall discharge the functions of the Committee. At any time the Committee 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.

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 lien, 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) 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 or by the owner or owners of any other lot or lots in said subdivision.

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 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 2017, 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 owners of sixty (60) per cent or more of said lots in said subdivision, shown on the recorded map thereof, elect to terminate or amend said restrictions in whole or in part.

23) Each grantee of a conveyance or purchaser under a contract or agreement of sale, by accepting a deed or a contract of sale or agreement of purchase, accepts the same subject to all of the covenants, restrictions, easements, and agreements set forth in this Declaration, and agrees to be bound by the same.

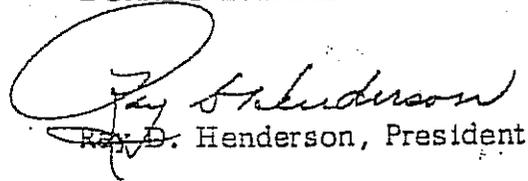
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24) No delay or omission on the part of Declarants or their successors in interest or on the part of the owner or owners of any of said sites, in exercising any right, power, or remedy herein provided, in the event of any breach of said conditions herein contained, shall be considered as a waiver thereof, or acquiescence therein.

Dated this 19th day of September, 1967.

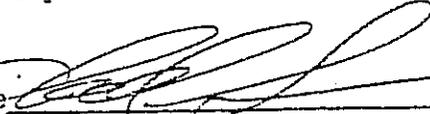
DECLARANT
DORADO ESTATES


Ray D. Henderson, President

STATE OF CALIFORNIA)
) ss.
COUNTY OF EL DORADO)

On September 19, 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 within instrument pursuant to its By-Laws or a resolution of its Board of Directors.

WITNESS My hand and official seal.

Signature  (SEAL)
Charles Sorensen

My Commission Expires August 20, 1971.

Recorded in El Dorado County, September 19, 1967, in Book 846, pages 518-524

When recorded, please mail to:
DORADO ESTATES
Box 158
Shingle Springs, Ca.

TAHOE TITLE GUARANTY CO.

APR 1 2 12 PM 1968

JAMES W. SWEENEY
COUNTY RECORDER

AMENDMENT TO DECLARATION OF RESTRICTIONS
CAMERON PARK NORTH UNIT #7.

WHEREAS, DORADO ESTATES, a California corporation designated as DECLARANT in the Declaration of Restrictions of Cameron Park North Unit #7 as recorded in El Dorado County September 19, 1967, in Book 846, Pages 518-524, is the owner of all of the lots in Cameron Park North Unit #7, the original plan of which was recorded in the office of the County Recorder of El Dorado County, California, in Book D of Maps, Page 92;

NOW, THEREFORE, said DECLARANT hereby certifies and declares the following amendments to said heretofore recorded Restrictions:

(1) DECLARANT may, at its sole discretion, while still owner of fifty-one (51) per cent or more of the lots in Cameron Park North #7, amend the Restrictions, covenants, conditions, servitudes, easements and reservations set forth therein.

(2) Paragraph #16, Page 3, sub-paragraph (d) of the Declaration of Restrictions heretofore recorded, shall hereby and herewith be amended as follows:

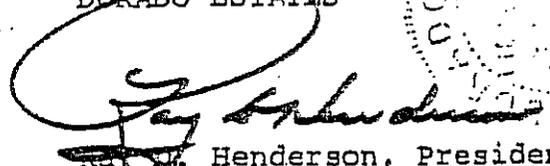
"In the event that any common wall dwellings constructed pursuant to the provisions of the Declaration of Restrictions has been constructed in such a manner that said common wall encroaches upon the adjoining lot in excess of eight (8) inches, then in such instance there is hereby created an easement for the continued encroachment thereof for the period of the existence of the structure."

(3) No single family detached residence shall be erected, altered, placed or permitted to remain on any lot which is less than fourteen hundred (1,400) square feet of living area, except that any commonwall dwelling constructed to a County approved precise plan may have less than fourteen hundred (1,400) square feet but shall not have less than one thousand (1,000) square feet of living area. Said square footage living area shall be measured based on interior living space, exclusive of porch, garage, or patio.

This Amendment shall become a part and portion of said heretofore recorded Declaration of Restrictions of Cameron Park North Unit #7.

DATED this 28th day of March, 1968.

DECLARANT
DORADO ESTATES


J. W. Henderson, President

