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PLACER TITLE COMPANY
BY: CH SUTTON

After recording, return to:
Parkland Homes, Inc.
1851 Heritage Lane, #299
Sacramento, CA 95815

DECLARATION OF
RESTRICTIVE COVENANTS

CAMBRIDGE ESTATES

Parkland Homes, Inc., a California Corporation, being the owner of all lots, tracts, and parcels of land situated within the boundaries of Lots 1, 2, 4, 5, 35-45 of that certain subdivision, known as Cambridge Estates (hereinafter called "The Subdivision"), makes the following declaration of restrictions on said property to the public.

There is hereby established a common plan for the development, improvement, maintenance and protection of the real property described herein which are legally described as:

THAT CERTAIN REAL PROPERTY SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, UNINCORPORATED AREA DESCRIBED AS FOLLOWS:

LOTS 1, 2, 4, 5 and 35-45 INCLUSIVE AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF CAMBRIDGE ESTATES", FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY, CALIFORNIA ON FEBRUARY 29, 1996, IN BOOK H, OF MAPS, AT PAGE 114, EL DORADO COUNTY RECORDS.

The following covenants are imposed pursuant to a common plan. They are designed for the mutual benefit of the building sites in said tract, and shall pertain to and pass to each building site therein, and shall bind all persons, together with their representative successors in interest, who may at any time, and from time to time, own said property.

ARTICLE I

DEFINITIONS

1. "Owner" shall mean and refer to the recorded owner, whether one or more person or entities, of a fee simple title to any lot which is a part of the properties, including contract purchaser, but excluding those having such interest merely as security for the performance of an obligation.
2. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the properties with the exception of the common area.
3. "Declarant" shall mean and refer to Parkland Homes, Inc.
4. "Declaration" shall mean and refer to the declaration of covenants, conditions, and restrictions applicable to the properties recorded in the office of El Dorado County Recorder.

5. "Supplementary Declaration" shall mean an amendment or supplement to this Declaration which subjects additional property to this Declaration or imposes additional or modified restrictions and obligations on the land described here.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTY

Declarant shall have the right, but not the obligation, to subject other real property to this Declaration by recording one (1) or more Supplementary Declarations, which describes the property to be annexed and which provides that said real property is bound by the terms of this Declaration. The power to annex additional property is limited to real property owned by Declarant which is located in the Cambridge Estates subdivision.

ARTICLE III

ACCEPTANCE OF COVENANTS

In consideration of the acceptance hereof by the several purchasers and grantees of deeds to the Lots in The Subdivision, their heirs, devisees, personal representatives, successors, and assigns, and all person or concerns claiming by, through or under such grantees, they declare to and agree with each and every person who shall be or who shall become an owner of any said Lots, that said Lots shall be and hereby are bound by the covenants set forth herein, and that the Lots included in The Subdivision shall be held and enjoyed subject to and with the benefits and advantages of the protective covenants, restrictions, limitations, conditions and agreements hereinafter set forth.

All property in The Subdivision shall be used solely and exclusively for private single family residences, with appurtenant garages, and no Lot shall be further divided. Each owner shall maintain his Lot and residence thereon in a clean and attractive condition, in good repair and in such fashion as not to create a nuisance or fire hazard.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

1. **Appointment and Membership.** There is hereby constituted an architectural control committee (the "ACC"). A majority of the ACC may designate a representative to act for it, which representative shall be known as the Control Architect. Initially, the Control Architect shall be Ed Kring, whose address is 1851 Heritage Lane #299, Sacramento, CA 95815. Neither the members of the ACC, nor the Control Architect, shall be entitled to any compensation for services performed pursuant to these covenants nor shall they incur any individual liability for any action or inaction made in good faith while acting as a member of the ACC or as the Control Architect. When the Declarant(s) has sold and closed one hundred percent (100%) of it's Lots, the ACC and the Control Architect shall be deemed to resign without further action. At that time the ACC will be turned over to the Cameron Park Community Service District, located at 3200 Country Club Drive, Cameron Park CA. The member's of the ACC will then be comprised and/or decided upon solely by the staff of the Community Service District.

2. **Guidelines.** The ACC shall have the authority to adopt and amend written guidelines to be applied in it's review of plans and specifications, in order to further the intent and purpose of this Declaration and any other covenants or restrictions covering the property. If such

guidelines are adopted, they shall be available to all members upon request. The house plans for homes built by Declarant(s) are hereby approved without any further action required by the ACC or the Control Architect.

3. **Responsibility.** Neither the ACC nor the Control Architect shall be liable for damages to anyone submitting any plans or request to them for approval, or to any owner of land affected by these covenants by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or request. Every person who submits any plans or request to the ACC for approval agrees, by submission thereof, every owner of any said property agrees by acquiring title hereto, that he will not bring any such action or suit to recover any such damages.

ARTICLE V

DWELLING, QUALITY AND SIZE

1. The livable square footage floor area of the structure, exclusive of open porches and garages, shall not be less than 1,250 square feet.

2. All roofs are to be of composition, tile or cedar shake.

ARTICLE VI

FENCES AND SCREENING

1. All fences or boundary walls shall be constructed in accordance with El Dorado County codes and regulations and shall have the approval of the ACC. No fence, wall, hedge or mass planting, other than a foundation planting (i.e. lawns, ground cover, etc.), shall be permitted to extend nearer to any street than the minimum setback line required. Fences shall be made of wood, masonry and/or wrought iron only.

2. Recreational vehicles and boats may not be parked or stored on any of the streets and roads within The Subdivision, but are permitted to be parked and stored within the side and/or rear yards, if properly screened from all other Lots with a six foot high sight obscuring fence.

ARTICLE VII

NUISANCE

1. No trade, craft, noxious or offensive business activity, commercial or manufacturing enterprise shall be conducted or carried on upon any Lot or within any building located in The Subdivision, nor shall any goods, equipment, vehicles including buses and trailers of any description, or materials or supplies in connection with any trade, service, or business wherever the same may be conducted, be kept, stored, dismantled or repaired outside any building on any Lot nor shall any goods, equipment or vehicles including buses and trailers of any description, used for private purposes and not for trade or business be kept, stored, dismantled or repaired outside any building on any Lot. Non-offensive business activities such as bookkeeping, data processing, etc. are allowable. No noxious or offensive activity shall be carried on upon any Lot, nor shall any activity be carried on which may be or become an annoyance or nuisance to or decrease the value of the property of any neighbor of the neighborhood in general.

ARTICLE VIII

TEMPORARY STRUCTURES

1. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected, placed on or used on any Lot at any time as residence either temporarily or permanently. Any out buildings or additions to a residence will be allowed only if the proper permits are received from the appropriate governmental agency. This shall not be deemed to prohibit any person authorized to build a residence or other permitted structure on the Lot from placing a trailer on the Lot during the period of construction. The Declarant(s) is authorized to place a sales trailer in The Subdivision without further approval from the ACC.

ARTICLE IX

SIGNS

1. No signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Declarant(s) to advertise the property during the initial construction and sales period.

ARTICLE X

OIL AND MINING OPERATIONS

1. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, excavations or shafts be permitted upon or in any Lot. No derrick or structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

ARTICLE XI

PETS, LIVESTOCK AND POULTRY

1. Domestic household pets must be kept in individual yards. Such pets must be on a leash or under direct control of the owner when outside the owners individual Lot boundaries. All household pets are subject to existing and future governmental regulations or ordinances pertaining to them.

2. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot and no building or other structure designed to house or contain such animals, livestock or poultry shall be erected, maintained or placed on the property, except that dogs, cats or other household pets may be kept and ordinary and usual structures provided to house them, provided that they are not kept, bred, or maintained for any commercial purpose.

ARTICLE IX

GARBAGE AND REFUSE DISPOSAL

1. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

2. No debris, old cars or machinery, or lumber and building materials shall be stored on any Lot, except that supplies and machinery currently being used in the construction of an approved dwelling may be stored in a neat workman like manner during the construction of said dwelling. All building materials and debris shall be cleaned up and removed from the Lot within thirty (30) days following the completion of the dwelling. Yard raking, dirt and other materials resulting from landscaping work shall not be dumped onto streets, other Lots, or on common areas.

ARTICLE IX

MOTOR VEHICLES

1. Unlicensed motor vehicles, including motorcycles, motor scooters, A.T.V.'s etc. shall not be operated on any property in the Subdivision. Licensed vehicles shall not be operated so as to create an annoyance or nuisance to the neighborhood. All motor vehicles and operators of motor vehicles shall comply with the current state laws for licensing, equipment and operation. No owner shall permit any vehicle which is an extreme state of disrepair or inoperative to be abandoned or to remain parked upon any Lot, any street or common area for a period in excess of forty-eight (48) hours.

ARTICLE XIV

PARKING

1. Adequate off street parking for at least four (4) cars shall be provided on each Lot. Covered and enclosed parking shall be provided for not less than two (2) car; plus a driveway for two (2) additional cars.

ARTICLE XV

ANTENNA AND SERVICE FACILITIES

1. Exterior antenna or satellite receiving stations visible from the street in front of a Lot shall not be permitted to be placed upon any Lot or roof or any structure erected thereon unless approved by the ACC. Clothes lines and other service facilities shall be screened so as not to be viewed from the street.

ARTICLE XVI

HEATING, COOLING OR AIR CONDITIONING EQUIPMENT

1. No heating, cooling or air conditioning equipment, including fans or similar devices, shall be placed or permitted to remain upon the roofs of any house or building constructed on the Lot.

2. The ACC may approve the installation of solar panels. Plans showing the proposed location of the solar panels shall be provided to the ACC prior to installation.

ARTICLE XVII

WINDOW COVERS

1. Curtains, drapes, shutters or blinds may be installed as window coverings. No window shall be covered with bed linens, cardboard or similar materials after the residence has been occupied.

ARTICLE XVIII

EASEMENTS

1. Easements for utilities and drainage are reserved per the face of recorded plat. Within these 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 easement areas, or which may obstruct or retard the flow of water through drainage channels in the easement area.

ARTICLE XIX

AMENDMENTS

1. The provisions for the Declaration hereof may be amended, changed, revoked or terminated in whole or in part by the Control Architect or by petition signed by seventy-five percent (75%) of the owners of the Lots in The Subdivision, with thirty (30) days written notice to all current property owners of The Subdivision.

ARTICLE XX

GENERAL PROVISIONS

1. **Term.** The covenants contained herein are intended to and do run with the land and shall be binding on all parties and all persons owning or occupying Lots in The Subdivision, or claiming under them, for a period of fifty (50) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five percent (75%) of the owners of the Lots in The Subdivision, agreeing to change said covenants in whole or in part.

2. **Enforcement.** The ACC and the Cameron Park Community Service District may enforce this Declaration. Enforcement shall be by proceedings at law or in equity against any persons or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. **Severability.** Invalidation of any one or more of these covenants by a court of competent jurisdiction shall in no way affect the liability and enforceability of the remaining provisions and covenants, and it is intended that all remaining covenants shall remain in force and effect.

4. **Mortgage Protection.** No breach of this Declaration, nor the enforcement of any provision herein, shall affect, impair, defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of this Declaration shall be binding on and

First American Title Co.

96 DEC -5 PH 12:50

WILLIAM "BILL" SCHULTZ
COUNTY RECORDER-CLERK

After recording, return to:
Parkland Homes, Inc.
Attn: Ed Kring
1851 Heritage lane #299
Sacramento, CA 95815

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(2)

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
CAMBRIDGE ESTATES
EL DORADO COUNTY, CALIFORNIA

THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Cambridge Estates was recorded on June 19, 1996 in the Official Records of El Dorado County, California in Book 4714, at pages 727 through 734, inclusive, by Parkland Homes, a California Corporation as Declarant. Declarant described Cambridge Estates as follows:

Lots 1, 2, 4, 5 and 35 through 45 as shown on that certain map entitled "Cambridge Estates", filed in the office of the County Recorder of El Dorado County, State of California, on February 29, 1996, in Map Book "H", at page 114; and as modified by that certain Certificate of Corrections recorded March 12, 1996, in Book 4649 of Official Records, at page 402.

Pursuant to Article XIX of the Declaration, the Declaration may be amended by the Control Architect or by petition signed by seventy-five (75%) of the owners of the Lots in the Subdivision with thirty (30) days written notice to all current property owners of the Subdivision. The Declarant is the sole owner of all of the property described hereinabove.

The Control Architect hereby declares that Article IV, Section 2 shall be amended to read as follows:

2. **Guidelines.** No dwelling, building, fence, wall, or other structure shall be commenced, erected, or maintained on any lot in said property; nor shall any exterior addition or change or alteration in any structure in any lot, including, e.g., solar or heating systems; pools, spas, ponds, fountains; landscaping, stonework, or concrete work; related mechanical, plumbing, or electrical facilities; awnings, patio covers, and antennas, be made until the plans and specifications showing the nature, kind, shape, materials and location of the same have been submitted to, and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. The house plans for homes built by Declarant(s) are hereby approved without any further action required by the ACC or the Control Architect.

The ACC shall have the authority to adopt and amend written guidelines to be applied in its review of plans and specifications, in order to further the intent and purpose of this Declaration and any other covenants or restrictions covering the property. If such guidelines are adopted, they shall be available to all members upon request.

The Control Architect hereby declares that Article V, Section 2 shall be amended to read as follows:

2. All roofs are to be of composition or tile.

The Control Architect hereby declares that Article VIII, Section 1 shall be amended to read as follows:

1. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected, placed on or used on any Lot at any time as residence either temporarily or permanently. Any out buildings or additions to a residence will be allowed only if the proper permits are received from the appropriate governmental agency and the ACC. This shall not be deemed to prohibit any person authorized to build a residence or other permitted structure on the Lot from placing a trailer on the Lot during the period of construction. The Declarant(s) is authorized to place a sales trailer in The Subdivision without further approval from the ACC.

The Control Architect hereby declares that the following shall be added to Article XX, Section 2:

2. In any legal proceeding for the enforcement of this instrument, the prevailing party shall be entitled to reasonable attorney's fees.

IN WITNESS WHEREOF, the Control Architect has executed this Amendment on the 2 day of Dec., 1996.

Parkland Homes, a California corporation
By: [Signature]
Ed Kring
Control Architect

State of California }
 } SS.
County of Sacramento }

On Dec. 2, 1996, before me, Kathy A. Bassler personally appeared Ed Kring, personally known to me (or 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.
Signature: [Signature]



After recording, return to:
Parkland Homes, Inc.
Attn: Ed Kring
1851 Heritage Lane, #299
Sacramento, CA 95815

First American Title Co.

96 DEC -5 PM 12: 50

WILLIAM "BILL" SCHULTZ
COUNTY RECORDER-CLERK

(2)

SUPPLEMENTARY DECLARATION

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THIS SUPPLEMENTARY DECLARATION is made as of the 2 day of Dec., 1996, by Parkland Homes, Inc., a California Corporation, hereinafter called "Declarant," with reference to the following facts:

WHEREAS, Declarant executed a declaration entitled "Declaration of Restrictive Covenants for Cambridge Estates," dated March 28, 1996 and recorded on June 19, 1996, in Book 4714, at pages 727 through 734, inclusive, in the Official Records of El Dorado County, California (hereinafter "Declaration") which affects the following property owned by Declarant and located in El Dorado County, California:

Lots 1, 2, 4, 5 and 35 through 45 as shown on that certain map entitled "Cambridge Estates", filed in the office of the County Recorder of El Dorado County, State of California, on February 29, 1996, in Map Book "H", at page 114; and as modified by that certain Certificate of Corrections recorded March 12, 1996, in Book 4649 of Official Records, at page 402.

(hereinafter referred to as the "Phase 1 Property")

WHEREAS, Declarant is the owner of the real property described as follows:

Lots 3, 6 through 8 and 24 through 34 as shown on that certain map entitled "Cambridge Estates", filed in the office of the County Recorder of El Dorado County, State of California, on February 29, 1996, in Map Book "H", at page 114; and as modified by that certain Certificate of Corrections recorded March 12, 1996, in Book 4649 of Official Records, at page 402.

(hereinafter referred to as the "Phase 2 Property")

which property is located in the Cambridge Estates Subdivision. Article II of the Declaration provides Declarant with the right to subject other real property to this Declaration by recording a supplementary Declaration. Declarant now desires to subject the Phase 2 Property described above to the terms, conditions and restrictions of the Declaration.

NOW, THEREFORE, Declarant declares the following:

1. Pursuant to the terms of the Declaration, Declarant as owner, hereby declares that all of the property described as the Phase 2 Property is hereby subject to the recorded Declaration and shall be held and enjoyed subject to and with the benefits and advantages of the protective covenants, restrictions, limitations, conditions and agreements of the Declaration, as amended, or hereafter amended.

2. All other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Supplementary Declaration on the day and year first above written.

DECLARANT:

Parkland Homes, Inc.
a California Corporation

By: Ed Kring
Ed Kring, Regional Manager

State of California. |
County of Sacramento |

ss.

On Dec 2 1996 before me, Kathy A. Bassler personally appeared Ed Kring, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as Regional Manager of Parkland Homes, Inc., and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal.

Signature Kathy A. Bassler

