

OFFICIAL RECORDS
EL DORADO COUNTY CALIF.
RECORDS DEPARTMENT

INTER-COUNTY TITLE NO.

Nov 20 11 03 AM 1974

JAMES W. WELSH
COUNTY RECORDER

MADE TO

Jacqueline Marliave
3541 Montclair Circle
Shingle Springs, Ca 95682

DECLARATION OF RESTRICTIONS

CAMBRIDGE HILLS

Jacqueline Marliave, 3541 Montclair Circle, 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 Cambridge Hills, the original plat of which was recorded in the Office of the County Recorder of El Dorado County, California, in Book F of Maps, Page 40, 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:

3) No single family residence shall be erected, altered, placed, or permitted to remain on any lot which is less than fifteen hundred (1,500) square feet of living area, Golf Course Lots #6, 7, 8, 9, 10, 11 and fourteen hundred and fifty (1,450) square feet of living area on Lots #1, 2, 3, 4, 5, 12, 13. Said square footage living area shall be measured based on interior living space, exclusive of porch, garage, or patio.

4) No residential structure nor any part thereof shall be erected upon any lot or lots 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.

5) 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. 15 hereof.

6) No trailer, basement, tent, shack, garage, or other outbuilding shall be used as temporary or permanent residence. No carport or detached garages shall be allowed.

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BOOK 1296 PAGE 234

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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.

8) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any residential lot or lots, 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.

9) 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.

10) No derrick or 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.

11) No owner or occupant of any lot or plot in this subdivision shall place, store, park, or keep house-trailers or commercial-type vehicles of any kind.

12) 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, nor 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.

13) No owner 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 omission or commission of any act which shall be offensive to seventy-five (75) per cent of the owners of single-family detached lot or parcel on which such a nuisance is being created or, in the case of corner wall single-family dwellings, the omission or commission of any act which shall be determined when seventy-five (75) per cent of

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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 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 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.

15) 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 Jacqueline Merrill and O. V. Hendes. 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 number shall discharge the functions of the Committee. At any time the Committee may, by recorded statement, relinquish the right herein 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.

16) Declarant may, at its sole discretion, while still owner of fifty-one (51) per cent or more of the lots in Cambridge Hills, amend the Restrictions, covenants, conditions, servitudes, easements and reservations set forth therein.

17) If any restrictive covenant or condition herein specified, or any part thereof is invalid or for any reason becomes

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unenforceable, no other restriction, covenant, or condition, or any part thereof, shall become affected or impaired thereby.

18) 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.

19) Any breach or violation of any of the conditions herein contained may be enjoined, abated, or remedied by appropriate proceedings by an 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 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.

20) 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.

21) These covenants, restrictions, and agreements shall run with the land and shall continue in full force and effect until 2018, at 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.

22) 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.

23) 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

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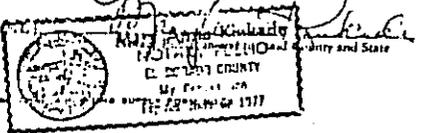
herein provided, in the event of any breach or said conditions herein contained, shall be considered as a waiver thereof, or acquiescence therein.

Dated this 7th day of November, 1974.

Jacqueline Marilave
Jacqueline Marilave, Owner

(Individual)

STATE OF CALIFORNIA
COUNTY OF San Diego ss.
On November 8, 1974 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jacqueline Marilave
_____ known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.
WITNESS my hand and official seal.



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END OF DOCUMENT

When recorded mail to:
Jacqueline Marliave
3541 Montclair Circle
Shingle Springs, CA 95682

Jacqueline Marliave
APR 23 2 29 PM 1975

4094 COUNTY CLERK
EL DORADO COUNTY

AMENDMENT TO
DECLARATION OF RESTRICTIONS
OF
CAMBRIDGE HILLS

WHEREAS, on November 20, 1974, JACQUELINE MARLIAVE, as owner of CAMBRIDGE HILLS SUBDIVISION, filed for record in Book I of Maps at Page 40 in the County Recorder's Office of El Dorado County, State of California, did cause to be filed certain Declaration of Restrictions, which were filed on December 20, 1974 in Book 1296 of Official Records of El Dorado County at Page 234; and

WHEREAS, Paragraph 11 of said Restrictions was as follows:

"No owner or occupants of any lot or plot in this subdivision shall place, store, park, or keep house trailers or commercial-type vehicles of any kind."

WHEREAS, Declarant does now desire to change Paragraph No. 11 to read as follows:

"No owner or occupants of any lot or plot in this subdivision shall place, store, park, or keep house trailers, boats, or commercial-type vehicles of any kind."

NOW, THEREFORE, I hereby declare that said Paragraph 11 is hereby amended as set forth hereinabove, and Paragraphs 1 to 10, both inclusive, and 12 to 23, both inclusive, as set forth in the original Declaration of Restrictions filed for record in Book 1296 of Official Records of El Dorado County at Page 234 are to remain in full force and effect.

Dated: April 22, 1975.

Jacqueline Marliave

JACQUELINE MARLIAVE

0558

Amended

DECLARATION OF RESTRICTIONS CAMBRIDGE HILLS

Jacqueline Marliave, 3541 Montclair Circle, 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 Cambridge Hills, the original plat of which was recorded in the Office of the County Recorder of El Dorado County, California, in Book P of Maps, Page 40, 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) No single family residence shall be erected, altered placed, or permitted to remain on any lot which is less than fifteen hundred (1,500) square feet of living area, Golf Course Lots #5,7,8,9,10,11 and fourteen hundred and fifty (1,450) square feet of living area measured based on interior living space, exclusive of porch, garage or patio.
- 2) No residential structure nor any part thereof shall be erected upon any lot or lots 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 (15) feet from the side street lot property line, nor closer than ten (10) feet to any side lot property line.
- 3) 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. 12 hereof.
- 4) No trailer, basement, tent, shack, garage, or other outbuilding shall be used as temporary or permanent residence. No carport or detached garages shall be allowed.

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5) 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. No oak tree now growing upon said premises shall ever be cut down, removed, cut back or otherwise disturbed without the consent of the Architectural Committee. Permission of guests visiting from out of town to be allowed to be parked for a 48 hour limit in a motorhome.

6) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any residential lot or lots, 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.

7) 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.

8) No derrick or 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.

9) No owner or occupants of any lot or plot in this subdivision shall place, store, park, or keep house-trailers or commercial-type vehicles of any kind, (boats, boat trailers, motor homes or recreation vehicles, motorcycles, trucks, agricultural equipment) unless in the garage or stored or parked behind fences and not visible to adjoining property or the street.

10) 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, nor 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.

11) No owner 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 omission or commission of any act which shall be offensive to seventy-five (75) per cent of the owners of 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 determined when seventy-five (75) per cent of the owners of properties within the herein prescribed radius or area of the nuisance or the

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Declarant hereof, as long as he shall own any lots or parcels, shall 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 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.

12) No buildings, fences (no wire or cyclone fences permitted) 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 Jacqueline Marliava and C.V. Mendes. 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 therefore 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.

13) If any member resigns or is unable to act, the remaining number shall discharge the functions of the Committee. At any time the Committee may, by recorded statement, relinquish the right herein 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.

14) Declarant may, at its sole discretion, while still owner of fifty-one (51) per cent or more of the lots in Cambridge Hills, amend the Restrictions, covenants, conditions, servitudes, easements and reservations set forth therein.

15) 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.

16) 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.

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17) Any breach or violation of any of the conditions herein contained may be enjoined, abated, or remedied by appropriate proceedings by an 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 adequate compensation, and continuation thereof may be enjoined or abated by appropriate proceedings by the Declarant or by the owners of any other lot or lots in said subdivision.

18) 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.

19) These covenants, restrictions and agreements shall run with the land and shall continue in full force and effect until 2018, at 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.

20) 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.

21) 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 or said conditions herein contained, shall be considered as a waiver thereof, or acquiescence therein.

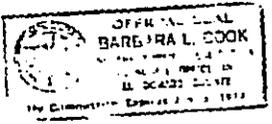
STATE OF CALIFORNIA

County of San Diego

On this 1st day of January in the year one thousand and 76 before me, Joseph L. Cook, a Notary Public, State of California, duly sworn and personally appeared Joseph L. Cook

known to me to be the person whose name and address is in the within instrument and acknowledged to me that he executed the same

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of San Diego the day and year in the certificate first above written.



Joseph L. Cook
My Commission Expires Jan 3 1977 1403

Now, therefore, we the undersigned being all the owners of all lots shown on the plat of Cambridge Hills declare that this set of restrictions shall supercede and replace that certain declaration of restrictions recorded November 20, 1974 in Book 1296 Page 234 OR and recorded April 23, 1975 in Book 1319, Page 96, OR, which are hereby declared null and void.

In witness whereof we have set our hand this date.

RECORDED AT SAN DIEGO
 COUNTY CLERK CALIF
 RECORDED BY
 Jacqueline R. Marlowe
 JUN 14 10 12 AM 1976

JAMES H. FLETCHER
 COUNTY RECORDER

3541 Montebello
 Single Spruce, Ca

Jacqueline R. Marlowe
 JACQUELINE R. MARLOWE

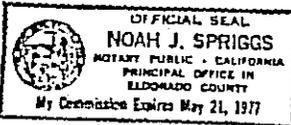
David A. Hall
 DAVID A. HALL

Sandra S. Hall
 SANDRA S. HALL

STATE OF CALIFORNIA

EIDA County of *RIEDEL*
 On this *12th* day of *July* 1976, I, *Noah J. Spriggs*,
 a Notary Public, State of California, duly commissioned and sworn personally appeared
David A. Hall, David A. Hall, & Sandra S. Hall

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument
 and acknowledged to me that s/he/they executed the same
 IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
 in the County of *EIDA* the day and year in this
 certificate first above written



Noah J. Spriggs
 My Commission Expires *May 21, 1977*
 Notary Public, State of California

FORM NO. 32 - General Acknowledgement
 Printed and Engraved by the State of California
 100% Cotton Paper

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END OF DOCUMENT