

RETURN TO:

Weyerhaeuser Venture Company
5976 West Las Positas Blvd., Suite 102
Pleasanton, CA 94588
Attn: Jeff Schwing, Vice President

DOC - 98-0025229-00

Acct 3-FIRST AMERICAN TITLE CO

Friday, MAY 08, 1998 14:23:21

Ttl Pd \$28.00

Nbr-0000029362

BKS/C2/1-8

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

CAMBRIDGE OAKS UNIT 1

WHEREAS, the undersigned, the owner of all real property in the County of El Dorado, State of California, described as follows:

Lots 1 thru 58 inclusive, 109 and 110 as shown on that certain map entitled "Cambridge Oaks Unit No. 1", filed in the office of the county recorder of El Dorado County, California on February 13, 1998, in Book H of Maps, at Page 144...

WHEREAS, it is the desire of the undersigned owner to impose salutary and desirable covenants, conditions and restrictions upon the use of said real property for the benefit of any and all persons owning all or a portion of said real property.

NOW, THEREFORE, said undersigned owner does hereby declare that the real property hereinabove described and each lot and plot therein is held and shall be conveyed subject to the covenants, conditions and restrictions hereinafter set forth, as follows:

PART A
RESIDENTIAL AREA COVENANTS

A-1. LAND USE AND BUILDING TYPE. All lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three cars per dwelling unit.

A-2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall

be erected, placed or altered on any lot nearer to any street than the minimum building setback line similarly approved. Approval shall be as provided in Part B.

A-3. DWELLING QUALITY. All dwellings shall be a quality of workmanship and materials substantially the same or better than the first homes to be constructed by the undersigned owner on the above described property.

A-4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lines or nearer to the side street line than the minimum building setback lines as required by El Dorado County. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

A-5. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No external antenna of any kind will be set up on any lot or on any house, including satellite dishes larger than 18" dishes.

A-7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tents, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

A-8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

A-9. LIVESTOCK AND POULTRY. 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.

A-10. GARBAGE AND REFUSE DISPOSAL. 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.

A-11. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways, shall be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street line, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the

edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

A-12. SOLAR EASEMENT. No property owner shall maintain on his particular lot any structure or landscaping which obstructs the right of his adjacent owners to receive reasonable amounts of solar energy.

A-13. EASEMENTS FOR UTILITIES AND DRAINAGE. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the filed map of El Dorado County. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

A-14. SEWAGE DISPOSAL SYSTEM. No individual sewage disposal system shall be permitted on any lot.

A.15. AUTOMOBILE, BOAT AND TRAILER STORAGE. No trailer, boat, camper, camper shell, house trailer, motor home, recreational vehicle or any automobile in non-operable condition shall be parked, left or stored upon any lot for more than 24 hours unless the same is parked, left or stored in a garage or other enclosure sufficient to screen such automobile, trailer or camper from view from all public streets. No boat of any kind shall be parked, left or stored in a garage or other enclosure for more than 36 hours unless the same is parked, left or stored so that the same will not be open to view from public streets. Large vehicles shall not be parked in the subdivision. Local authorities may tow at owner's expense any vehicles in violation of this restriction. Provided further, that the vehicles mentioned above shall not be dismantled, overhauled or otherwise worked upon in such a manner on any residential lot, that it would become an eyesore to any occupant of the subdivision.

A.16. COMMERCIAL VEHICLES. No commercial vehicle exceeding three-quarter (3/4) of a ton shall be kept or stored upon any lot unless such vehicle is kept or stored in an enclosed garage when not in use. No commercial vehicle owned or in the possession or under the control of any resident or occupant in the project shall be parked overnight in any street within said subdivision. "Commercial vehicle" for this purpose shall include, but not be limited to, any truck, pickup, van, bus, tractor, station wagon, taxi, automobile, or other vehicle used primarily for business or other commercial purposes as distinguished from vehicles used primarily for the transportation of persons other than for hire or other than for business or other commercial purpose.

A-17. GARAGE CONVERSIONS. No owner of a lot shall convert the garage which is attached to the residential family structure on the lot to a family room, living room,

bedroom, or other such room which would normally be considered living area for the owner; provided, however, that this shall not prohibit the placement of a washer, dryer, freezer, or other such appliance in such garage, and also providing that the developer is permitted to construct, per plans and specifications approved by El Dorado County, a tandem garage.

A-18. LANDSCAPING. Every owner of a lot or parcel within the property shall be responsible for maintaining in good and attractive condition, landscaping on those portions of the lot or parcel which are visible from any street within the properties. It is the intention of these conditions to encourage attractive landscaping on each lawn, providing for individual landscape architecture and maintenance programs, which are preservative to property values. Compliance with this policy is expected of all homeowners in the Cambridge Oaks Subdivision and such conditions will be strictly enforced for the common benefit.

PART B ARCHITECTURAL COMMITTEE

B-1. MEMBERSHIP. The initial members of the Architectural Control Committee will be appointed by Jeff Schwing, Vice President, Weyerhaeuser Venture Company, located at 5976 West Las Positas Blvd., Suite 102, Pleasanton, CA 94588. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. On the first date that Declarant no longer owns any interest in the project, and when ownership is transferred to Kaufman and Broad of Northern California, Inc., the appointed members of the Architectural Control Committee shall be Mike Carson, Director, and Larry Rogers, Vice-President Warranty, located at Kaufman and Broad of Northern California, Inc., located at 151 N. Sunrise Avenue, Suite 102, Roseville, CA 95661. On the first date that Kaufman and Broad of Northern California, Inc. no longer owns any interest in the project, all of the initial Kaufman and Broad members of the Architectural Committee who have not resigned shall automatically be deemed to have resigned and the powers of said Committee shall revert to the Cameron Park Community Services District. The County of El Dorado does not enforce the CC&R's.

B-2. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted and/or work commenced, but prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART C GENERAL PROVISIONS

C-1. TERMS. All of the restrictions, conditions, covenants and agreements shall affect all of the lots as hereinabove set forth and are made for the direct and reciprocal benefit thereof, and in furtherance of a general plan for the improvement of said tract, and the covenants shall attach to and run with the land. Said restrictions, conditions and covenants shall be binding on all parties and all persons claiming under them for a period of 35 years, at which time they shall be automatically extended for successive periods of five years. This Declaration cannot be amended in a manner which would materially reduce the responsibility of the Architectural Control Committee to approve or disapprove plans and specifications as set forth in paragraph A-2, above, without the written consent of El Dorado County.

C-2. ENFORCEMENT. If the parties hereto, or their successors shall violate or attempt to violate any of the covenants herein before or during any of the extended periods for which they are in force, it shall be lawful for any person owning any real property subject thereto, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, or either to prevent him or them from so doing or to recover damages or other dues for such violation. In any legal proceeding for the enforcement of this instrument, the prevailing party shall be entitled to reasonable attorney's fees. The County of El Dorado does not enforce said CC&R's.

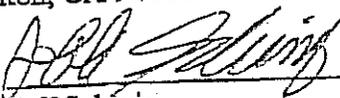
C-3. SUBORDINATION. It is further provided that a breach of any of the conditions contained herein or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value as to said premises or any part thereof; but said conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, Trustee's Sale or otherwise.

C-4. SEVERABILITY. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set this hand and seal this 28th day of April, 1998.

Weyerhaeuser Venture Company
5976 West Las Positas Blvd., Suite 102
Pleasanton, CA 94588

By:


Jeff Schwing

JEFF SCHWING
Its Vice President

By:

Robert J. Plavchak

Its Senior Vice President

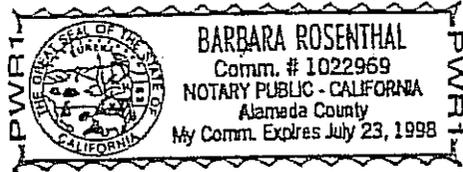
STATE OF CALIFORNIA)

COUNTY OF ALAMEDA)

On April 29, 1998, before me, *Barbara Rosenthal*, *Notary Public*, personally appeared Jeff Schwing, 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, 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: *Barbara Rosenthal*



STATE OF CALIFORNIA)

COUNTY OF ALAMEDA)

On _____, 1998, before me, _____, personally appeared Robert J. Plavchak, 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, 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: _____

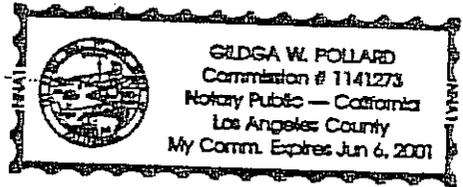
State of California

County of Los Angeles

On April 30, 1998 before me, Gilda W. Pollard - Notary
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Robert J. Plavchak
NAME(S) OF SIGNER(S)

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 OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
 - CORPORATE OFFICER
- TITLE(S)
- PARTNER(S) LIMITED
 - ATTORNEY-IN-FACT GENERAL
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Guthrie & Guthrie
3461 Robin Lane, Suite 2
Cameron Park, CA 95682

El Dorado, County Recorder
William E. Schultz Co Recorder Office
DOC- 2001-0030446-00

Check Number 5532
Wednesday, MAY 23, 2001 10:30:48
Ttl Pd \$10.00 Nbr-0000143160
JLF/C2/1-2

**AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF CAMBRIDGE OAKS NO. 1**

THIS AMENDMENT is made with reference to the following state of facts:

A. On May 8, 1998 a Declaration of Covenants, Conditions & Restrictions - Cambridge Oaks Unit 1 was recorded as Document 98-0025229-00, Office of the County Recorder of El Dorado County, California (the "Declaration").

B. The Declaration affects Lots 1 through 58 inclusive, 109 and 110 as shown on the subdivision map of "Cambridge Oaks Unit No. 1" filed in the Office of the County Recorder of El Dorado County on February 13, 1998 in Book H of Maps at Page 144.

C. The Declaration contains no provisions expressly permitting the Declaration to be amended. *California Civil Code* Section 1355(b) provides that if a declaration fails to include provisions permitting its amendment it may be amended by the approval of owners representing more than 50 percent of the lots in the subdivision.

D. The Cameron Park Community Services District (the "District") is authorized by *California Government Codes* Section 61601.10(b)(5) to enforce covenants, conditions and restrictions within its jurisdiction and the District performs that function. The District has caused a vote to be taken in accordance with *California Civil Code* Section 1355(b) of the owners of all lots within Cambridge Oaks Unit No. 1 and the following amendment was approved by the owners of a majority of lots within the subdivision.

THEREFORE, the Declaration is amended as follows:

A-1. **LAND USE AND BUILDING TYPE.** All lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, a private garage for not more than three cars per dwelling unit, and one storage building not to exceed 12' by 12' by 9' high to be used exclusively for storage purposes.

Except as herein amended the Declaration as originally recorded remains in full force and effect.

Dated: May 15, 2001

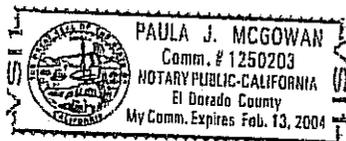
CAMERON PARK COMMUNITY SERVICES DISTRICT

By: *Larry McBride*
LARRY McBRIDE, General Manager

STATE OF CALIFORNIA)
 :SS
COUNTY OF EL DORADO)

On May 15, 2001, before me, PAULA J. MCGOWAN, Notary Public, personally appeared LARRY McBRIDE, 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, 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.



Paula J. McGowan