

WHEN RECORDED MAIL TO:

DEED III, LLC
3462 STAGECOACH TRAIL
LOOMIS, CA 95650
RICK BEASLEY

**RECORDER'S MEMO: LEGIBILITY
OF WRITING, TYPING OR PRINTING
UNSATISFACTORY IN PORTIONS OF
THIS DOCUMENT WHEN RECEIVED.**


El Dorado, County Recorder
William E. Schultz Co Recorder Office
DOC- 2001-0068416-00
Acct 6-PLACER TITLE CD
Friday, OCT 26, 2001 08:00:00
Ttl Pd \$43.00
Nbr-0000196477
DJS/CZ/1-13

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
CAMBRIDGE OAKS UNIT NO. 3, ALSO KNOWN AS MARBLE VALLEY RIDGE**

WHEREAS, DEED III, a California L.L.C., hereinafter called the Declarant, is the owner of all that parcel of land in the County of El Dorado, State of California, described as follows:

Being a portion of the North ½ of Section 8, T.9 N., R.9 E., M.D.M., being a portion of R.S. 23-21, as further defined on the Final Subdivision Map entitled Cambridge Oaks Unit No. 3, recorded in Book I, Page 107, County of El Dorado Official Records, covering Lots 1 through 57.

WHEREAS, Declarant desires to create, establish and impose certain conditions, covenants, and restrictions, against said lots and each of them, and the purchasers and subsequent owners, thereof pursuant of and for the furtherance of a general plan or a scheme for the improvement, desirability and attractiveness. Each lot and parcel is and shall be held and conveyed subject to the following conditions, covenants, and restrictions, hereinafter contained which shall run with the land and shall continue in full force and effect for a period of thirty-five (35) years from the date these covenants are recorded, at which time the same shall be automatically extended for successive periods of ten (10) years.

Declarant hereby declares that for the purpose of this Declaration the word "lot" shall mean any numbered lot designated on the subdivision final map herein referred to, and the word "plot" shall mean any parcel of land surrounding one residential building and appurtenant buildings where composed of one or more lots or a lot and a fraction of another lot or lots, and thereby creating one homesite, which parcel is fenced or otherwise monumented to show the exterior boundaries of said homesite and not include any adjacent or "lettered" parcels.

GENERAL DESIGN RESTRICTIONS

The following restrictions shall apply throughout the property:

1. Use of Lots: All lots within the project shall be known and described as residential lots, construction thereon shall be restricted to single-family housed and related improvements, and shall be occupied and used for single family residential purposes only. No overt business uses or activities of any kind shall be permitted or conducted in the project. This provision shall not prohibit home occupations by the owner that are permitted by and comply with zoning and other laws or ordinances which do not: (i) change the overall residential use of the lot; (ii) have persons other than an occupant employed or reporting to work at the lot; (iii) requires the storage of large amounts of bulky goods or inventory or any hazardous or toxic materials; (iv) requires the parking spaces other than those the owner is granted or assigned to use. No lot shall be occupied, used or improved for other than residential and associated and noncommercial purposes. No occupant shall take in persons for boarding or care, except that one (1) person may be taken in as an integral part of the occupant's family group. No institutions or other placement for the care or treatment of the sick or disabled, physically or mentally, shall be placed or permitted to remain on any of said Lots. No unsightly objects or nuisance shall be erected, placed or permitted on any lot or shall any use, activity or thing be permitted which may endanger the health or unreasonably disturb the owner or occupant of any lot. No noxious, illegal or offensive activities shall be conducted on any lot.

2. Setback Lines: No building shall be erected on any lot in violation of the front, side or rear setback lines without the approval of the County of El Dorado. The County of El Dorado shall approve all setbacks.

3. Utility Easements, Rights of Way and Driveway Easements: A utility right-of-way shall be dedicated for the installation, maintenance and repair of sanitary and storm sewers, storm water ditches, water pipe lines, electric power, cable television, natural gas lines, telephone lines, street lighting systems and the necessary appurtenances thereto, as shown on the recorded map. A Driveway Easement and Maintenance Agreement, pertaining to lots 44, 45, 46 and Lot A, is recorded under separate instrument entitled Driveway Easement And Maintenance Agreement For Cambridge Oaks Unit No. 3, a.k.a. Marble Valley Ridge.

4. Care of Properties: All vacant lots in this subdivision shall at all times be kept free of rubbish and litter; weeds and grass shall be disked out or kept well mown so as to present a tidy appearance. The yards and grounds in connection with all improved properties shall be at all times kept in a neat and sightly condition and shall be cultivated and planted to any extent sufficient to maintain an appearance not out of keeping with that of typical homes in the subdivision.

5. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other equipment for the storage of such material shall be kept in a clean and sanitary condition. All weeds, rubbish, debris, objects or material of any kind shall be regularly removed from the lots and parcels and shall not be allowed to accumulate thereon.

6. Offensive Activities: neither 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 commission of any act which shall be offensive to seventy-five (75) percent 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 seventy-five (75) percent of the owners of the property within the herein prescribed radius of the nuisance, or the Declarant, as long as it 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 request immediate abatement thereof. Such a notice shall be delivered by registered mail and within thirty (30) days after receipt thereof by the owner of any lot or parcel on which such a nuisance is created if such nuisance is not abated then Declarant or any owner of a lot or parcel in this tract by appropriate proceeding, institute legal action to enforce abatement.

7. Owner's Maintenance Obligations: Except as may be provided in any supplemental declaration, each Owner shall be responsible for maintenance and repair of any structure which may be constructed or installed upon his or her lot or parcel, and/or his or her yard area. Such maintenance and repair shall be comparable to new construction within the area. Without limiting the generality of the foregoing, and except as may be provided in supplemental declarations referred to above, all repairing, replacing and caring for roofs, fences, exterior building surfaces, exterior glass surfaces, exterior doors, and maintenance of all yard areas shall be Owner's responsibility.

8. Use of Garages: No occupant may convert a garage to living space for recreational use without the prior written consent of the Architectural Review Committee (Committee) and the County of El Dorado. All houses and other residential improvements on the lots shall include an attached or detached garage. A permanent garage shall be kept available and usable for the parking of automobiles at all times. Each owner shall be responsible to prevent unreasonable noise levels emanating from the repair of or restorative work to owner's vehicles or other motorized equipment from becoming a nuisance.

9. New Construction and Material: No building shall be permitted on any lot or parcel until plans and specifications thereof have been approved in writing by the Architectural Review Committee (Committee); nor shall any alterations or other changes substantially affecting the exterior of any structure constructed on said premises be made until and unless the plans and specifications thereof shall have been first approved in writing by said Committee and a copy thereof filed with said Committee. No building or structure constructed elsewhere shall be moved or placed on any lot or parcel. Without limiting the generality of the preceding sentence, it shall be construed to describe prefabricated homes, modular homes and mobile homes. All buildings erected on any lot or parcel shall be of new construction. However, this subparagraph shall neither prevent the use of used brick or any other materials that may be attractive and preservative of the property values. When the construction of a building is begun on a lot or parcel, work shall be pursued diligently and continuously to completion, subject to weather, strikes and acts of God, or other matters beyond the control of the owner.

10. Variety of Outside Surfacing Materials: Variation in structures and buildings shall be achieved by incorporating a variety of outside building surfacing materials including but not limited to, stucco, wood siding (exclusive of TR1-11) brick and stone. The use of a variety of materials is intended to ensure attractive and interesting buildings and structures while ensuring the preservation of property values. Siding materials specifically not allowed are metal siding, masonite siding, vinyl siding and plywood siding.

11. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently, provided, however, that a temporary office, trailer office, tool shed, lumber shed, and/or sales office may be maintained upon any lot or lots by any building contractor for the purpose of erecting and selling dwellings on any lot or lots, but such temporary structure shall be removed at completion of construction.

12. Window Coverings: Curtains, drapes, shutters or blinds shall be installed as window coverings. No window shall be covered with aluminum foil, bed linens, cardboard or similar materials after the residence have been occupied.

13. Clothes Drying: No clothes, sheets, blankets or other articles shall be hung out to dry on any part of said property, except in a yard enclosed by a screening fence, wall, or other enclosure approved by the Committee.

14. Roofs: No pitch of a roof shall be less than 4' vertical to 12' horizontal. All buildings shall have tile roofs, unless otherwise approved by the Committee. Every principal structure shall have a minimum roof overhang of eighteen (18) inches, including gutters, unless the Committee approves deviation for a specific design.

15. Utilities, Antennas, Heating or Air Conditioning Equipment: No television, radio or other electronic antenna, satellite dish, microwave dish, or similar device of any type shall be erected, constructed, placed or permitted to remain on the ground surface of any of the lots, or upon any of the housed or other residential improvements constructed on such lots unless the same be contained within a house or other building or is adequately screened from public view. No heating, cooling or air conditioning equipment, including fans or similar devices, other than solar collectors or solar panels, which shall be governed by the provisions in Section 27, below, shall be placed or permitted to remain upon the roof of any house or other residential improvements constructed on a lot.

16. Vehicle Storage: No vehicles shall be kept or stored upon any of said lots other than those vehicles primarily and currently used for transportation of persons other than for hire, unless it be kept or stored in an enclosed garage when not in use. No such vehicle owned or in the possession or under the control of any resident in said subdivision shall be parked overnight on any street within said subdivision. No vehicle of any type (including motorcycles) shall be permanently or semi-permanently parked in or upon the public street within the subdivided property or on any driveway or any lot for the purposes of accomplishing repairs thereto or the reconstruction thereof, except for emergency repairs and then only to the extent necessary to enable movement of the vehicle. No trailers or boats of any type or size shall be kept or stored nearer than twenty-five (25) feet from any street property line for a period of time exceeding forty eight (48) hours, unless they are stored in such a manner as not to be visible from the street. All driveways shall be maintained in a neat and orderly condition. No motorcycles, campers, trailers, boats or recreational vehicles of any type shall be kept or parked on the public streets of the property, or outside of a fenced area behind the house set back on any lot.

17. Garages and Service Areas: Interior walls of garages are to be completely finished in sheetrock, plaster, stucco, wood or with the material employed on the exterior of the surface of the garage. Automobile garage doors must remain closed when not in use, and must be equipped with automatic door openers. All service areas shall be screened with fencing or screening that will complement the residence.

18. Screening and Fencing: All screening and fencing must be approved by the Committee and must be designed to conform to the design of the proposed or existing principal residence; such screening must be architecturally designed and shall be constructed of wood, rock, brick or wrought iron or a combination thereof shall be employed. All screening and fencing must be maintained in a good sound structural manner. All fencing shall be painted and maintained periodically so it does not appear shabby or unkempt. Screening and fencing must be so designed as to face its most attractive side toward the street. All screening must be of a quality design, construction and materials to complement the existing adjacent structures.

19. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, 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 ten (10) feet from the intersection a street property line with the edge of driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient eight to prevent obstruction of such sight line.

20. Landscaping Requirements: Concurrent with the construction of residences on any of the lots, the front yard shall be completely landscaped and sprinklers, screening and fencing will be installed and constructed. Each owner shall also be responsible for maintenance of such landscaping. It is the intent of these conditions to encourage attractive landscaping on each lot and providing for individual landscape architecture and maintenance programs. Compliance with this policy is expected of all homeowners in the MARBLE VALLEY RIDGE subdivision and such conditions will be strictly enforced for the common benefit.

21. Compost: No quantities of manure, composting materials or decaying vegetation matter shall be stored in such quantities as to attract household pests or constitute an injury to the person or property of any such person. Such materials shall be stored in a manner so as to prevent the creation of obnoxious odors.

22. Grading and Drainage: There shall be no cutting, filling, grading or contouring of any lot in any manner which would cause flooding of, or erosion onto, any adjoining lot or which would interfere with the general, natural drainage pattern through the properties. Owners should exercised special care during landscaping construction in order to avoid such changes to drainage patterns. El Dorado County is responsible for overall drainage maintenance while owners are responsible for maintenance within individual lots.

23. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil well tanks be permitted upon any lot.

24. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, excepting that cats, dogs or other conventional household pets may be kept on the lots, provided they are not kept, stored, or maintained for any commercial purposes, or in unreasonable numbers. No animals may be kept on the property, which result in an annoyance or are obnoxious to residents in the vicinity.

25. Quiet Enjoyment: No act or thing shall be done upon the property covered by these restrictions, which may be or may become an annoyance or nuisance to the neighborhood or to destroy the quiet enjoyment of the lots.

26. Signs: No signs will be allowed on any lot, except for temporary signs advertising the lot "For Sale" or advertising a candidate or proposition for a pending election. Declarant, its agents and designees, may erect and maintain such signs and other advertising devices or structures as them may deem necessary or proper in connection with the conducting of Declarants operations for the development or improvement of the subdivision and sale of lots within the properties.

27. Solar Installation: It is the intention of Declarant to provide for the use of solar power within the lots. However, to the extent permitted by applicable law, installation of solar panels and solar equipment which is visible from the street shall be subject to the prior written approval of the Architectural Review Committee. In reviewing any proposed solar installations, the Committee shall take into account, in addition to all relevant factors, the following: design, appearance and location of the proposed installation and its impact upon the aesthetic of the project, possible mitigation measures permitting such installation and may require panels to be of a certain design or color that blends with the roof, or requiring panels to be installed flush with the roof.

28. Architectural Control: The Architectural Review Committee (Committee) shall be composed of Rick Beasley, David Crosariol, Tom Reid and Everett Thome all of whom can be reached at 3233 Monier Circle, Suite 1, Rancho Cordova, California 95742. By majority vote, a representative for the Committee may be selected. In the event of death or resignation of any member of the Committee, the remaining members shall have the full authority to designate a successor. Neither members of the Committee, nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant. On the first date the Declarant no longer owns any lot in the project, the Committee shall be deemed to resign without further action. At the time of resignation, actions concerning the Committee shall be turned over to the Cameron Park Community Services District, located at 3200 Country Club Drive, Cameron Park, California 95682. The members of the Committee will then be comprised and/or decided upon solely by the staff of the Community Services District. Neither the Committee or the Control Architect shall be liable for damages to anyone submitting any plans or approval requests, or to any owner of land affected by these covenants by reason of mistake in judgement, negligence or nonfeasance arising out of or in connection with the approval or rejection of submitted plans. Every owner of any said property agrees by acquiring title to property within this subdivision, that they will not bring action or suit against the Committee to recover costs or perceived damages.

29. Plan Submittal Procedure: Requests for approval shall be submitted on a Standard Letter of Transmittal with three (3) sets of plans. The Committee's approval or rejection shall be in accordance with these Covenants and the Committee's adopted policies and procedures. The Committee shall not arbitrarily or unreasonably withhold its approval of any plans or requests submitted to it pursuant hereto. If a complete request has been submitted and accepted by the Committee or its designated representative for review and the Committee fails to act within thirty (30) days thereafter, approval shall be deemed to have been obtained as required in these Covenants. The Committee shall have the power to establish and grant variances from these Covenants where, in its judgement, extraordinary circumstances so warrant.

30. Plan Review Liability: Neither Declarant, nor the Committee, nor any member(s) thereof, nor any successor(s) or assign(s) thereto or thereof, shall be liable in 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 judgement, negligence or nonfeasance arising out of or in connection with the approval or rejection or failure to approve any such plans or request. Every person who submits any plans or request to the Committee for approval, agrees, by submission thereof, every owner of said property agrees by acquiring title hereto, that he or she will not bring any such action or suit to recover any costs or perceived damages.

31. Term: These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date this instrument is recorded, after which time the Covenants shall be automatically extended for an additional ten (10) years unless terminated or modified as provided herein.

32. Amendments: These restrictions may be amended at any time and from time to time by an instrument in writing signed by the owner(s) of fifty-one (51) percent or more of said lots. These written instruments shall be recorded in the office of the County Recorder of the County of El Dorado.

33. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The Cameron Park Community Services District may enforce these Covenants, Conditions and Restrictions pursuant to Section 61601.16, California Government Code. Declarant has no duty to take action to remedy violations.

34. Right of Entry: During reasonable hours and upon reasonable notice, or at any time in event of emergency, Declarant, any member of the Committee, or any person designated by any of them, shall have the right to enter upon and inspect the lots and the improvements thereon, for the purpose of ascertaining whether or not the provisions of this Declaration have been complied with, and any such person shall not be deemed a trespass by reason of such entry.

35. Severability: Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

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

37. Mortgage Protection: No breach of the covenants, conditions or restrictions contained in this declaration, nor the enforcement of any provisions herein, shall affect, impair, defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value. All of the said covenants, conditions and restrictions shall be binding on and effective against the title to any property acquired through foreclosure or sale of any mortgage or deed of trust and shall be held subject to all the provisions contained herein.

38. Adjacent Property Zoning and Uses: Adjacent properties may have different zonings and permitted uses than those established for residential lots. Owners are encouraged to familiarize themselves with the zoning and permitted uses of adjacent properties.

Dated this 17th day of OCTOBER, 2001.

DEED III, a California L.L.C.

By: 
Rick Beasley, Managing Member

STATE OF CALIFORNIA

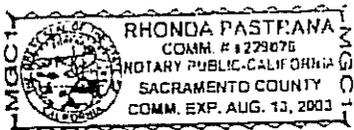
COUNTY OF PLACER

On this 17th day of October, 2001, before me a Notary Public, personally appeared Rick Beasley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to this instrument, and acknowledged that he (she or they) executed it.

WITNESS my hand and official seal.



Notary Public in and for said County and State



BENEFICIARY'S SUBORDINATION
TO MARBLE VALLEY RIDGE CC & R's

FIRST BANK & TRUST, A California Banking Corporation, Beneficiary under the Deed of Trust recorded February 28, 2001 as Series No. 2001-0010559-00 of Official Records of El Dorado County Official Records, by their signature hereby consents to the filing of this Declaration of Covenants, Conditions and Restrictions and hereby subordinates the lien of their aforementioned Deed of Trust to this Declaration of Covenants, Conditions and Restrictions.

FIRST BANK & TRUST
A California Banking Corporation

Signature: *Todd A. Dierdorff*

Printed Name: Todd A. Dierdorff

Title: Vice President

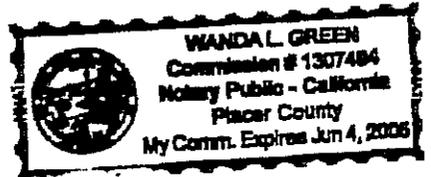
STATE OF California

COUNTY OF Placer

On this 16th day of October, 2001, before me a Notary Public, personally appeared Wanda L Green, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to this instrument, and acknowledged that he (she or they) executed it.

WITNESS my hand and official seal.

Notary Public in and for said State Wanda L Green



ILLEGIBLE NOTARY DECLARATION

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary RHONDA PASTRANA

Date commission expires AUG. 13, 2003

Notary identification number 1229076

(For Notaries commissioned after 1-1-1992)

Manufacturer/Vendor identification number MGC1

(For Notaries commissioned after 1-1-1992)

Place of execution of this Declaration SACRAMENTO COUNTY

Dated OCTOBER 17, 2001

Signed PLACER TITLE COMPANY BY *J. Miller*
(Firm name, if any)

ILLEGIBLE NOTARY DECLARATION

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary WANDA L. GREEN

Date commission expires JUNE 4, 2005

Notary identification number 1307494

(For Notaries commissioned after 1-1-1992)

Manufacturer/Vendor identification number NNA1

(For Notaries commissioned after 1-1-1992)

Place of execution of this Declaration PLACER COUNTY

Dated OCTOBER 16, 2001

Signed PLACER TITLE COMPANY BY *J. Miller*
(Firm name, if any)

BENEFICIARY'S SUBORDINATION
TO MARBLE VALLEY RIDGE CC & R's

BEAZER HOMES HOLDING CORP., A Delaware Corporation, Beneficiary under the Deed of Trust recorded February 28, 2001 as Series No. 2001-00100560-00 of Official Records of El Dorado County Official Records, by their signature hereby consents to the filing of this Declaration of Covenants, Conditions and Restrictions and hereby subordinates the lien of their aforementioned Deed of Trust to this Declaration of Covenants, Conditions and Restrictions.

BEAZER HOMES HOLDING CORP.,
A Delaware Corporation

Signature: Rhonda Scangarello

Printed Name: Rhonda Scangarello

Title: V.P.

STATE OF California

COUNTY OF Placer

On this 16th day of October, 2001, before me a Notary Public, personally appeared Rhonda Scangarello, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to this instrument, and acknowledged that he (she or they) executed it.

WITNESS my hand and official seal.

Notary Public in and for said State Gwen Myers

