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 JAMES W. SWEENEY COUNTY RECORDER JAMES W. SWEENEY COUNTY RECORDER

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PROTECTIVE RESTRICTIONS FOR
CAMELOT WOODS TOWNHOUSES UNIT NO. 1

THOMAS E. CHECK, BARBARA J. CHECK, MYRON B. WEAVER, JOAN
 D. WEAVER and VERNA M. ROWAN (hereinafter called the "Developers"),
 owners of that certain real property situated in the County of El
 Dorado, State of California, more particularly described as follows:

Lots 1 thru 20, inclusive, and Lots A, B, C, D & E,
 as shown on the Official Plat of CAMELOT WOODS
 TOWNHOUSES UNIT NO. 1, filed in the Office of the
 County Recorder of El Dorado County on July 15,
 1971, in Book 5 of Maps, Map No. 260.

hereby covenant, agree and declare that all of said Lots or any
 portions thereof and the entire Subdivided Property are and shall
 be held, sold, conveyed, hypothecated, encumbered, leased, rented,
 used, occupied and improved subject to the following covenants,
 conditions, rights, reservations, limitations, liens, charges and
 restrictions, all of which are for the benefit of the entire Sub-
 divided Property and each person having an interest therein, and
 the same and each of the same shall run with the land and shall
 inure to and be binding upon each and every successive successor
 in interest of each such person and the same and each of the same
 are hereby imposed upon said Subdivided Property:

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I

DEFINITIONS

1. The following terms shall have the following meanings:
(a) "Subdivided Property" means all of the land located within CAMELOT WOODS TOWNHOUSES UNIT NO. 1; (b) "Loc" means a numbered lot as shown on the Map together with all improvements thereon; (c) "Dwelling Unit" means a Town House residence located upon a lot; (d) "Common Area" means the land located within the subdivided property, but not including Lots 1 through 20; (e) "ASSOCIATION" means CAMELOT WOODS ASSOCIATION.

II

HOME OWNERS' ASSOCIATION

1. A nonprofit cooperative corporation, without capital stock known as CAMELOT WOODS ASSOCIATION, has been organized and incorporated under the laws of the State of California. The Association shall own the Common Area. The purposes of the Association shall include (a) To provide for the management, maintenance, preservation and architectural control of the Subdivided Property, and (b) To enforce and to carry out the provisions of these Protective Restrictions. Except that no provision in the Articles of Incorporation or in the Bylaws of the Association shall be inconsistent with these Protective Restrictions, the Association shall have the power to have and to exercise any and all powers, rights and privileges which a nonprofit, incorporated association may now or hereafter have or exercise under the law of the State of California, including the powers:
(a) To maintain and otherwise manage the common areas, and all landscaping, driveways, parking areas, walk areas, planting areas, and the exteriors (including roofs) of all of the dwelling units;
(b) To maintain and manage rubbish removal from the premises;
(c) To purchase and maintain all goods, services and insurance provided for in these Protective Restrictions; and

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1 (d) To exercise all of the powers and privileges and to perform
2 all of the duties and obligations of the Association as set forth
3 in these Protective Restrictions, including the power to levy
4 assessments and to perfect and enforce liens as hereinafter
5 provided.

6 2. One membership shall be appurtenant to each of Lots 1
7 through 20 as shown on the Map. Membership shall be limited to
8 owners of lots in the Subdivided Property..

9 (a) Memberships shall not be transferable or assignable
10 and no membership shall be severed or separated from the lot to
11 which it is appurtenant. Any sale, transfer or conveyance of a
12 lot shall operate to transfer the appurtenant membership without
13 the requirement of express reference thereto.

14 (b) There shall be one vote in the Association for each
15 lot in the Subdivided Property, and a member owning more than one
16 lot shall be entitled to one vote for each of said lots. In the
17 event any lot is owned by two or more persons, whether by joint
18 tenancy, tenancy in common or otherwise, the membership as to such
19 lot shall be joint. The Co-owners shall designate to the Associa-
20 tion in writing which of them shall have the power to vote the
21 joint membership. In the absence of such written designation and
22 until such written designation is made, the Co-owner whose name
23 appears first on the deed shall be entitled to exercise said
24 voting power.

25 3. Notwithstanding any other provision herein, the
26 Association may accept as additional members the owners of lots
27 in subdivisions adjacent to the subdivided property, as provided
28 in the By Laws of the Association.

29 III

30 ASSESSMENTS AND ENFORCEMENT THEREOF

31
32 1. Assessments shall be levied annually on the basis of

1 estimated expenses for the following year. The estimate shall
2 include a reasonable provision for contingencies and replacements,
3 less any expected income or any surplus from the prior year's
4 fund. If the sum estimated proves inadequate for any reason,
5 including non-payment of any member's assessment, the Association
6 may levy a further assessment. No assessment shall be levied
7 except for the purposes set forth in these Protective Restrictions
8 or for purposes incidental thereto.

9 2. Each lot owner and lot (whether owned by the Developers
10 or any other person) shall be subject to assessments for a pro
11 rata share of (a) The actual cost of all maintenance and repairs,
12 taxes and other expenses incurred by the Association in connection
13 with its maintenance and management of the premises; (b) Such
14 sums as the Board of Directors of the Association shall determine
15 to be fair and prudent for the establishment and maintenance of a
16 reserve for the payment of the aforesaid expenditures of the
17 Association; (c) Such additional sums as the Board shall
18 determine necessary to meet the specific and primary purpose of
19 the Association.

20 3. The estimated expenditures shall be assessed equally
21 among the lots. Each assessment, whether annual or special, shall
22 be a personal, separate and distinct debt and obligation of the
23 person or persons owning the lot against which the assessment is
24 made. Payment of assessments shall be due at such time and in
25 such manner as the Association, through its Board of Directors,
26 shall from time to time designate. In the event that any assess-
27 ment is not paid when due, the Association may charge and assess
28 costs (including reasonable attorney's fees) and penalties and
29 interest for the late payment or nonpayment thereof, all of which
30 shall become part of the assessment itself.

31 4. Each assessment shall, if not paid within thirty (30)
32 days from the date said assessments are due, become a lien upon

1 the lot (together with the membership appurtenant thereon) against
 2 which the assessment was made, and shall continue to be such a
 3 lien until fully paid, subject to the following conditions:
 4 (a) Such assessment shall become a lien upon such lot and member-
 5 ship only upon the recordation of a notice of claim thereof in
 6 the Office of the County Recorder of El Dorado County, State of
 7 California; (b) Said notice of claim must recite a good and
 8 sufficient legal description of such lot, the name and nature of
 9 the interest of the owner or reputed owner, the amount claimed
 10 and the name and address of the claimant, and shall be signed by
 11 an authorized representative of the Association; (c) Any action
 12 or statutory procedure to foreclose such lien must be commenced
 13 within one (1) year following recordation; (d) Any such claim
 14 or lien shall not defeat nor render invalid nor have priority over
 15 the lien of any mortgage or deed of trust affecting any such lot,
 16 made in good faith and for value and recorded in the Office of
 17 the County Recorder of the County of El Dorado, State of California,
 18 prior to the recordation of any such claim or lien; and any such
 19 claim or lien shall be subordinate and subject to the lien of any
 20 such prior recorded mortgage or deed of trust.

21 5. The Association is hereby vested with the exclusive
 22 right and power to bring at its option any and all actions
 23 against owners of lots for the collection of the assessments
 24 referred to herein which are not paid when due and to enforce the
 25 aforesaid lien by any and all methods available for the enforce-
 26 ment of contractual obligations or liens, including without
 27 limitation the right to bring a personal action against the lot
 28 owner on such debt, the right to foreclose such lien in a method
 29 provided by law for foreclosure of a mortgage or trust deed, and
 30 the right to sell by public or private sale the interest in the
 31 lot of the owner, which may be enforced by the Association, its
 32 attorney or other person authorized to bring such action or to

1 make such sale. Developers, on behalf of themselves, their
2 successors and assigns and all future lot owners, hereby waive
3 the right to require the Association to proceed first against the
4 lot and membership in bringing a legal action to collect said
5 debt. A sale of an owner's interest in a lot and membership
6 shall be conducted in accordance with the provisions of Section
7 2924, 2924(b) and 2924(c) of the Civil Code of the State of
8 California (or any similar statutory provisions that may hereafter
9 exist) applicable to the exercise of powers of sale in mortgages
10 and deeds of trust. The association shall have the power to bid
11 in the property sold in its own name and to hold, lease, mortgage,
12 and convey the same for the benefit of all of the owners of
13 dwelling units. All rights and remedies granted to the Associa-
14 tion hereunder shall be cumulative and the exercise of one or more
15 rights or remedies shall not constitute a waiver or election
16 preventing the use of other rights or remedies. The Association
17 shall be entitled to collect from any defaulting owner of a lot
18 reasonable attorney's fees, costs and expenses incurred in con-
19 nection with any legal action commenced for the purpose of col-
20 lecting said assessments and/or enforcing said lien.

21 IV

22 EASEMENT AND COMMON RIGHTS

23 1. The Developers hereby make all grants, reservations
24 and covenants necessary to create the following easements,
25 reciprocal negative easements, secondary easements and rights of
26 way:

27 A. There is hereby created for the benefit of each
28 lot and for the benefit of the/
29 owner thereof, as dominant tenement, a nonexclusive easement
30 for vehicular egress and ingress over Lots C and D, and a
31 nonexclusive easement for non-vehicular egress and ingress
32 over Lot E and over that portion of Lots 5 through 8,
inclusive, designated "Non Vehicular Access Easement" on

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the map of the subdivided property.

B. There is hereby created for the benefit of each lot, and for the benefit of the owner thereof, as dominant tenement a permanent easement for the use of one vehicular parking space located upon Lot C or D, which space shall be assigned by the Association.

C. There is hereby created for the benefit of each lot, and for the benefit of the owner thereof, as dominant tenement an easement for utility services at reasonable places over, under and through Lots A, B, C, D and E, and those strips designated on the Map of the Subdivided property as "P.U.E. EASEMENT".

D. There is hereby created for the benefit of each lot, and for the benefit of the owner thereof, as dominant tenement an easement for encroachment, occupancy and use of such portion of the Subdivided Property and each other lot, jointly as the servient tenement, as shall be encroached upon, used and occupied by the parcel owner of the dominant tenement as a result of any alluvion, accretion, erosion, subsidence, landslide or collapse, deterioration, decay, construction errors, movement or subsidence of buildings or structures, or any portion thereof. This easement shall continue notwithstanding that the encroachment occupancy and/or use may be cured by repair or restoration of a structure as provided herein.

2. The developers hereby make all grants, reservations and covenants necessary to create in favor of the Association, its agents and servants, an easement in gross of which Subdivided Property shall be the servient tenement, an easement of entry and of access for the installation and maintenance of utility lines, utility meter boxes, landscaping and maintenance of common areas, and for the performance generally of its rights and duties as

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provided in these Protective Restrictions.

3. The Developers hereby make all grants, reservations and/or covenants as are necessary to create nonexclusive easements over Lots C and D, as the servient tenement, for vehicular ingress and egress, parking and for public utility purposes and over Lot F for non-vehicular ingress and egress for the benefit of and as appurtenant to the real property more particularly described in Exhibit A attached hereto and made a part hereof, as dominant tenement. Said nonexclusive easements shall inure to the benefit of and may be used without limitation by all persons who may become the owners of the real property constituting the dominant tenements described herein.

5. The Developers hereby make all grants, reservations and/or covenants as are necessary to create in favor of the Developers, and each of them the right to defer or interrupt the use and enjoyment of all or any of the easements, reciprocal negative easements, secondary easements and/or rights of way described in this Article at any time or times when the same may be required for convenience in connection with development, maintenance or policing of any portion of the Subdivided Property or adjacent property.

ARCHITECTURAL CONTROL COMMITTEE

1. There is hereby created an Architectural Control Committee consisting of three (3) persons. The initial members of said Committee shall be appointed by Developer. In case of any vacancy on said Committee, the remaining member or members thereof shall fill the same by appointment. Said Committee shall have the power to establish and amend its own rules and regulations with regard to meetings, quorums, architectural criteria, contents of applications for construction, and other matters.

2. The purpose of the Committee shall be to preserve and

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1 maintain within the Subdivided Property a uniformly high standard
 2 of conformity and harmony of external design and location with
 3 existing structures in the Subdivided Property. No additions,
 4 alterations, repairs or restorations to the exterior or structural
 5 portions of any dwelling unit nor changes in or additions of
 6 fences, hedges, awnings, walls, terraces, patios, walkways, poles,
 7 or any other structures within a unit shall be commenced, erected
 8 or maintained until the plans and specifications showing the
 9 nature, kind, shape, height, materials, location and approximate
 10 cost of the same shall have been submitted to and approved in
 11 writing by the Architectural Control Committee as to conformity
 12 and harmony of external design and location with existing structures
 13 in the Subdivided Property. Decisions of the Committee shall be
 14 final and not subject to appeal. If (a) the Committee fails
 15 to approve or disapprove plans and specifications within thirty
 16 (30) days after the same have been submitted; or (b) no plans
 17 and specifications have been submitted to the Committee and no
 18 suit relating to or arising out of the making of such alterations
 19 or changes has been commenced prior to thirty (30) days after the
 20 completion thereof, such approval will not be required and this
 21 paragraph will be deemed to have been complied with.

22 3. The Architectural Control Committee shall delegate all
 23 of its rights and duties to the Association upon the expiration
 24 of four (4) years from the date these Protective Restrictions are
 25 recorded; provided, however, that the Committee is authorized,
 26 upon a vote of two (2) of its members, to sooner delegate such
 27 rights and duties to the Association.

VI

MAINTENANCE, REPAIRS, RESTORATIONS AND ALTERATIONS

30 1. All work performed pursuant to this Article VI on the
 31 common areas and/or on the exteriors (including roofs) of dwelling
 32 units shall be subject to obtaining approval of the Architectural

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1 Control Committee as provided in Article V.

2 2. Each lot owner shall maintain at his own cost and
3 expense the interior of his dwelling unit and all fixtures,
4 fences, appliances and appurtenances therein or thereto in good
5 order and repair and shall not do or permit or suffer anything to
6 be done in such dwelling unit which will or may have a tendency
7 to decrease the attractiveness or value of the other lots in the
8 Subdivided Property.

9 3. The Association shall maintain the exteriors (including
10 roofs) of the dwelling units in good repair and recover the cost
11 of such maintenance from the assessments provided for herein. In
12 the event that the exterior of any dwelling unit (including the
13 roof thereof) shall become damaged or destroyed from any cause
14 other than ordinary wear and tear, without damage or destruction
15 to the interior of the dwelling unit; the Association shall
16 repair, rehabilitate and restore same and assess any portion of
17 the cost thereof not recovered from insurance proceeds to the lot
18 owner whose dwelling unit was so damaged or destroyed.

19 4. Should the interior of any dwelling unit or any part
20 thereof, including windows, be damaged or destroyed by any cause,
21 or the interior and exterior of a dwelling unit be damaged or
22 destroyed simultaneously by any cause, the lot owner whose dwelling
23 unit is damaged or destroyed shall, at his own cost and expense,
24 repair and restore the same or cause the same to be repaired and
25 restored, substantially in accordance with the original plans and
26 specifications for the dwelling unit. Should the interiors of
27 more than one dwelling unit or any parts thereof, including
28 windows, be damaged or destroyed by any cause, or the interiors
29 and exteriors of more than one dwelling unit be damaged or
30 destroyed simultaneously by any cause, the owners of each of the
31 dwelling units shall bear the portion of the cost of the same pro-
32 portionately based upon the nature and extent of the same as it

1 shall affect the dwelling unit of each such owner. In the event
 2 of a dispute between the responsible parties as to apportionment
 3 of such costs, the Association shall fix and apportion them to
 4 and between the responsible parties and the determination of the
 5 Association shall be considered conclusive and binding.

6 5. The Association shall maintain the common areas in good
 7 condition and recover the cost of such maintenance from the assess-
 8 ments provided for herein. In the event that any common area or
 9 any part or portion thereof be damaged or destroyed by any cause,
 10 the Association shall repair the same and to the extent that the
 11 cost of such repairs is not recovered by insurance proceeds, it
 12 shall be included in the assessments provided for herein.

13 6. In the event of total or substantially total destruc-
 14 tion of the improvements on the Subdivided Property, or damage
 15 affecting all of the dwelling units in the Subdivided Property,
 16 it shall be the duty of the Association to obtain bids for the
 17 reconstruction of the project and to reconstruct the project as
 18 agent for all of the Lot owners. The cost of such reconstruction
 19 shall be allocated by the Association among the Lot owners on the
 20 basis of the cost allocable to the reconstruction of each dwell-
 21 ing unit. The proceeds of the hazard insurance or policies
 22 provided for elsewhere herein shall be paid to the Association to
 23 the extent necessary to cover the total cost of reconstruction,
 24 and to the extent that the portion of the insurance proceeds
 25 allocable to a dwelling unit (as determined by the Association)
 26 are insufficient to cover the cost of reconstruction of a dwelling
 27 unit, the owner of such dwelling unit shall bear the cost thereof.

28 7. If within sixty (60) days of such total or substantially
 29 total destruction of the project, more than seventy-five percent
 30 (75%) of the lot owners notify the Association in writing of their
 31 desire that the project not be reconstructed, the provisions of
 32 paragraph 6 of this Article VI shall be inoperative, and the

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1 Association, which is hereby granted an irrevocable power of
 2 attorney for such purpose, shall sell the entire premises, in its
 3 then present condition, at the highest price obtainable, and the
 4 proceeds of such sale, together with all insurance proceeds,
 5 shall be used to pay off any and all mortgage indebtedness against
 6 the premises and/or any lot, and the balance, if any, shall be
 7 distributed among the lot owners, and all other persons having an
 8 interest in the Subdivided Property, pursuant to the agreement of
 9 the parties in such proportions as may be determined by a court
 10 of competent jurisdiction. The failure of the parties to agree
 11 upon the methods of distribution of the proceeds shall not affect
 12 the Association's power of sale nor delay such sale, but the
 13 proceeds of such sale, after retiring the mortgages, shall be held
 14 in trust by the Association for said person pending an agreement
 15 or determination of the method of distribution. Upon a sale of
 16 the entire project pursuant to this paragraph, these Protective
 17 Restrictions shall be of no further force and effect as to the
 18 real property sold and said property thereafter shall not be
 19 subject hereto.

20 8. In the event one or more lot owners shall have failed
 21 for a period of sixty (60) days to maintain, repair, restore
 22 and/or rebuild his dwelling unit or dwelling units as required by
 23 this Article VI or in the event of total or substantially total
 24 destruction of the project, the Association shall have the right
 25 through its agents and employees to enter upon such dwelling units
 26 and to repair, restore, and/or rebuild the same, and the Associa-
 27 tion may assess the costs thereof as an assessment upon the parcel
 28 of the owner whose dwelling unit was so repaired, restored and/or
 29 rebuilt.

30 VII

31 INSURANCE

32 1. The Association, for the benefit of the lots and lot

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1 owners, shall acquire:

2 A. A policy or policies of insurance for the full
3 insurable replacement value of all buildings, structures
4 and appurtenant equipment on the premises for the interest
5 of and naming as insureds all of the Lot owners, and the
6 Association, as their interests may appear. Such insurance
7 shall provide coverage against the perils of fire, extended
8 coverage, vandalism and malicious mischief, as minimum
9 requirements, which policy or policies shall provide for a
10 separate loss payable endorsement in favor of the mortgagee
11 or mortgagees of each lot, if any. For the purposes of
12 this paragraph, the Association is the agent, coupled with
13 an interest, of all the parcel owners.

14 B. A policy or policies insuring the Association and
15 the Lot owners against liability, to the public or to the
16 Lot owners, or their invitees or tenants, incident to the
17 ownership or use of the premises, for personal injury or
18 property damage. Limits of liability of such insurance
19 shall be determined by the Board of Directors of the
20 Association.

21 C. Such other insurance or bond as the Board of
22 Directors of the Association may determine is advisable.

23 2. No Lot owner shall insure against loss by fire or other
24 casualty affecting his dwelling unit unless said insurance policy
25 bears a loss payable endorsement providing for payment in accord-
26 ance with these Protective Restrictions of any proceeds payable
27 thereunder. The procurement of such insurance by a lot owner
28 shall in no way relieve him of his share of assessments to pay the
29 premiums on policies provided by the Association.

30 3. Subject to the right of a mortgagee or mortgagees to
31 the proceeds of such insurance, all insurance proceeds necessary
32 to pay for the repairs and restorations provided for herein shall

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1 be applied for such purposes. Except as to insurance proceeds
2 payable to a mortgagee or mortgagees, the Association shall be
3 entitled to withhold the endorsement of any checks or drafts
4 issued in payment of proceeds of such insurance policies until
5 the application of such proceeds for the purposes referred to in
6 Article VI herein has been assured.

7 VIII

8 USE OF PROPERTY

9 1. The Subdivided Property is restricted to residential
10 use. Except as herein provided, no trade, business, profession
11 or other type of commercial activity shall be carried on upon any
12 of the land or water covered by these Protective Restrictions.

13 Nothing herein shall prevent a lot owner from renting said
14 property for residential use exclusively. Nothing herein shall
15 prevent Developers or their agents from selling lots or dwelling
16 units in said Subdivided Property or maintaining models therein.

17 2. Except as hereinafter expressly provided, nothing shall
18 be stored in the Common Area without the prior consent of the
19 Association and no building or structures (including house
20 trailers, tents and similar objects) shall be erected or placed,
21 temporarily or permanently, on the Common Area other than those
22 used by or for the benefit of the members of the Association for
23 parking, recreational and community purposes.

24 3. No antennas or other obstructions of any nature shall
25 be placed on the exterior of any dwelling unit, without the prior
26 approval of the Board of Directors of the Association.

27 4. No advertising signs (except one of not more than 216
28 square inches "For Rent" or "For Sale" sign per lot), shall be
29 erected, placed or permitted to remain on the Subdivided Property,
30 nor shall the Subdivided Property be used in any way or for any
31 purpose which may endanger the health or unreasonably disturb the
32 occupants of any lot.

1 5. Nothing shall be done or kept in the Common area which
 2 will increase the rate of insurance thereon, without the prior
 3 written consent of the Association. No owner shall permit any-
 4 thing to be done or kept on his lot which will result in the
 5 cancellation of insurance on any lot or any part of the Common
 6 Area, or which would be in violation of any law. No waste will
 7 be committed in the Common Area.

8 6. No animals, livestock or poultry of any kind shall be
 9 raised, bred, or kept on any lot or in the Common Area, except
 10 that dogs, cats or other household pets may be kept on lots,
 11 subject to rules and regulations adopted by the Association.

12 7. No noxious or offensive activity shall be carried on
 13 in or upon any lot or in the Common Area, nor shall anything be
 14 done therein which may be or become an annoyance or nuisance to
 15 the other owners.

: IX

MORTGAGE PROTECTION

18 1. No breach of these Protective Restrictions or any
 19 right of entry by reason thereof shall defeat or render invalid
 20 the lien of any mortgage or deed of trust made in good faith and
 21 for value. However, each and all of the provisions hereof shall
 22 be binding upon and effective against any owner of a lot whose
 23 title thereto is acquired through trustee's sale, foreclosure, or
 24 deed in lieu of foreclosure, except that said purchaser who
 25 acquires title in such manner shall take title to said parcel
 26 free of the lien for all charges pursuant to Article III that
 27 have accrued up to the time of the trustee's sale, foreclosure,
 28 or deed in lieu of foreclosure, but subject to the lien hereof
 29 for all charges that shall accrue subsequent thereto. The breach
 30 of any of the provisions hereof may be enjoined, abated, or
 31 reviewed by appropriate proceedings, notwithstanding the lien or
 32 existence of any such mortgage or deed of trust.

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 EX-1065 PER 145

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ENFORCEMENT, AMENDMENT, INTERPRETATION,
SEVERABILITY AND DURATION OF RESTRICTIONS

1. These Protective Restrictions may be enforced by any and all of the available legal remedies, including, but not limited to injunction, declaratory relief, and action to abate a nuisance, as follows: (a) by the Association which shall have the right and duty to enforce the same and expend assessment funds in pursuance thereof; and/or (b) by any one or more lot owners, except that no such lot owner shall have the right independently of the Association to enforce any lien or charge created herein.

2. These Protective Restrictions may be amended by an instrument in writing approved, signed and acknowledged by the owners of three-fourths (3/4) of the lots in the Subdivided Property which amendment shall be effective upon recordation in the Office of the Recorder of El Dorado County.

3. These Protective Restrictions shall be liberally construed to effectuate the purposes of creating a plan for the development and operation of the Subdivided Property. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

4. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

5. These Protective Restrictions shall remain in full force and effect for the period of thirty - five (35) years from the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked or amended by an instrument in writing, executed and acknowledged by not less than two-thirds (2/3) of the Lot owners, which said instrument shall be recorded in the Office of the Recorder of El

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1 Dorado County within ninety (90) days prior to the expiration of
2 the initial effective period hereof or any ten (10) year exten-
3 sions.

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5 IN WITNESS WHEREOF, the undersigned have executed this
6 instrument this 14th day of July, 1971.

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9 Thomas E. Check
THOMAS E. CHECK
10 Barbara J. Check
BARBARA J. CHECK
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12 Myron B. Weaver
MYRON B. WEAVER
13 Joan D. Weaver
JOAN D. WEAVER
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15 Verma M. Rowan
VERMA M. ROWAN
16
17 Developers

STATE OF CALIFORNIA

County of El Dorado

On this 14th day of July in the year one thousand nine hundred and seventy one before me, the undersigned a Notary Public, State of California, duly commissioned and sworn, personally appeared Thomas E. Check, Barbara J. Check, Myron B. Weaver, Joan D. Weaver and Verma M. Rowan

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and official seal in the County of El Dorado the day and year in this certificate first above written.

Betty E. Bernd

Notary Public, State of California.

My Commission Expires _____



FORM NO. 32—County Acknowledgment
Printed on Recycled & Postconsumer Waste
100% Green Fiber

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EXHIBIT "A"

DESCRIPTION

All that certain real property situate in the County of El Dorado, State of California, more particularly described as follows:

PARCEL NO. 1:

A portion of the South half of the Southwest quarter of Section 3, Township 9 North, Range 9 East, M.D.R.M., described as follows:

BEGINNING at a point from which the Southwest corner of "Cameron Park North Unit No. 1", recorded in the Office of the Recorder of El Dorado County, in Book C of Maps, page 85, bears North 29° 02' 55" East 120.00 feet; thence from said point of beginning North 89° 02' 55" East 140.00 feet; thence South 00° 57' 05" East 224.25 feet to the Northerly right of way line of U.S. Highway 50, as shown on the State Highway Plan III-ED-11-A, Sheet No. 7, May 24, 1954; thence along said Northerly right of way along a curve to the left having a radius of 2055 feet; said curve being subtended by a chord bearing South 75° 32' 40" West 143.72 feet; thence leaving said Northerly right of way North 00° 57' 05" West 329.38 feet to the point of beginning.

PARCEL NO. 2:

A portion of the South half of the Southwest quarter of Section 3, Township 9 North, Range 9 East, M.D.R.M., described as follows:

BEGINNING at a point from which the Southwest corner of "Cameron Park North Unit No. 1", recorded in the Office of the Recorder of El Dorado County in Book C of Maps, Page 85, bears North 29° 02' 55" East 120.00 feet; thence from said point of beginning South 00° 57' 05" East 329.38 feet to the Northerly right of way line of U.S. Highway 50 as shown on the State Highway Plan III-ED-11-A, Sheet No. 7, May 24, 1954; thence along said Northerly right of way and along a curve to the left having a radius of 2055 feet, said curve being subtended by a chord bearing South 71° 42' 41" West 132.26 feet; thence leaving said Northerly right of way North 00° 57' 05" West 361.37 feet; thence along a curve to the right having a radius of 570 feet, said curve being subtended by a chord bearing North 84° 16' 05" East 95.06 feet; thence North 89° 02' 55" East 31.57 feet to the point of beginning.

EXCEPTING FROM Parcels 1 and 2 all that real property as shown on the Official Map of Camelot Woods Townhouses Unit No. 1, filed in the office of the County Recorder of said County, on July 15, 1971 in Map Book E, Map No. 96.