

RECORDING REQUESTED BY:

PLACER TITLE COMPANY

WHEN RECORDED MAIL TO:

C/O PLACER TITLE COMPANY
3390 COACH LANE
CAMERON PARK, CA. 95682

ATTN LAVAUGHN WILSON



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2004-0048534-00

Acct 6-PLACER TITLE CO

Wednesday, JUN 16, 2004 08:00:00

Ttl Pd \$51.00

Nbr-0000594298

CLC/C1/1-18

202-55617-LW

TITLE

CAMERON WOODS UNIT #8

DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS

Compliments Of:
PLACER TITLE COMPANY
(530) 626-9290

DECLARATION OF CONDITIONS,
COVENANTS, AND RESTRICTIONS

This Declaration is made on June 10, 2004, by DAROL B. RASMUSSEN, Trustee, and CRAIG RASMUSSEN, Successor Trustee, of the DAROL B. RASMUSSEN AND THORA J. RASMUSSEN FAMILY TRUST, hereinafter "Declarant."

RECITALS

WHEREAS, Declarant is the owner of real property located in the County of El Dorado, State of California, more specifically described as set forth in Exhibit "A," attached hereto, and incorporated herein, hereafter "said property."

WHEREAS, Declarant shall convey said property subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth for the benefit of said property and the present and future owners. These conditions, covenants, and restrictions, all of which are for the purpose of enhancing and protecting the value and attractiveness of said property, run with the land and shall be binding on all parties having or acquiring rights or interests in said property.

1. No Temporary Occupation:

No structure upon said property shall be occupied in the course of original construction or reconstruction until the same is completed and made to comply with the restrictions contained in this Declaration. All work of construction on each structure shall be prosecuted diligently and continuously from the time of commencement of construction until the same shall be fully completed.

2. Residential Use:

All lots within said property shall be used for residential purposes only, and no part of said property shall be used, caused, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purpose. No building on any lot of said property shall be used for more than one single family dwelling.

3. Size of Single Family Dwellings:

No main dwelling shall be erected which has a floor

area, exclusive of any porch, patio, garage, or other accessory building (whether or not attached to such dwelling), of less than 1,800 sq. ft. in the case of a one-story structure and 1,900 sq. ft. in the case of a two-story structure. A split-level structure shall have no less than 1,800 sq. ft., 1,000 sq. ft. of which shall be on the ground level. The carport or garage shall be greater than 500 sq. ft.

4. Maintenance:

All structures upon said property shall at all times be maintained in good condition and repair and be properly and thoroughly painted.

5. Prevention of Erosion:

Each lot owner shall keep, maintain, water, plant, and replant all areas, slopes, banks, rights-of-way, and set back areas located on his or her lot so as to prevent erosion and to present an attractive, clean, sightly, and welcome appearance at all times. Each lot owner shall further have the obligation to maintain in the same manner any public utility easement upon his or her lot if such easement is not otherwise similarly maintained by any governmental agency.

6. Prevention of Trash Accumulation:

No rubbish, debris, or objectionable materials of any kind shall be placed or permitted to accumulate upon any portion of said property, or any lot therein, which would render the property or lot unsanitary, unsightly, offensive, or detrimental to any property in the vicinity thereof or to the occupation of any such property in such vicinity.

7. Offensive Conduct and Nuisances:

No noxious or offensive activities, including, but not limited to, repair of automobiles or other motorized vehicles shall be conducted upon any lot within said property. Nothing shall be done upon any lot that may be, or may become, an annoyance or nuisance to the residents of said property, or that in any way interferes with the quiet enjoyment of the residents of said property. No form of business, commercial, manufacturing, or storage enterprise activity shall be conducted or maintained upon any lot. No trucks, trailers, wagons, boats, equipment, recreational vehicles, or goods may be parked, stored, or kept on the front portion of any lot.

8. Animals:

No lots shall be used for the keeping or breeding of any animals of any kind for any personal or commercial purposes, save and except personal pets within a reasonable quantity. No animals shall be kept in quantities or conditions objectionable to other residents of said property.

9. Signs:

Except for temporary signs as specified below, no signs or billboards of any character shall be erected or displayed on said property, except residential signs providing the name and/or address of the occupant or owner. Temporary signs in connection with the original sales of lots or a sale of said property may be utilized. Nothing herein shall prohibit an owner from maintaining on his property a "For Sale," "For Rent," or "For Lease" sign not exceeding 18" x 24" in size.

10. Drainage:

No lot owner or occupant shall interfere with the established drainage in or over said property or any lot therein. In the event it becomes necessary to change the established drainage over any lot, the owner thereof shall make adequate provision for proper drainage in connection with any such change, including the landscaping of all lots affected by the change. The words "established drainage" as used in this section means the drainage which existed at the time of the recordation of this Declaration.

11. Drilling or Mining Activities:

No derrick or other structure designed for boring, mining, or quarrying for oil, gas, or minerals shall be erected, placed, maintained, or permitted to remain on said property or any lot therein.

12. Maintenance of Community Aesthetics:

No owners or occupants of any lot in said property shall place, store, or keep building materials or appliances (except during the temporary period of construction or remodeling) 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 any lots unless enclosed by fencing so that such unsightly objects may not be visible from the public. No poles, masts, satellite dishes, or antennae of any type, size, or height shall be constructed on any lot on or above the roof of any dwelling or structure.

13. Setbacks:

The front setbacks shall conform to County requirements per the grading plan approved by the County relating to said property. The side yard setbacks shall be a minimum of five (5) feet along the entire side yard area, subject further to a minimum distance of five (5) feet from the top of any slope or retaining wall, or from the top of any slope. In the case of an access road or driveway in the side yard, a minimum setback of five (5) feet on the flat in addition to any banks or slopes shall be required. The setback for a side yard adjacent to a street for a corner lot shall be twenty (20) feet for any improvement, excluding the originally-constructed house upon the lot, and no fence, shed, ancillary building, house extension, parked recreational vehicle as described in paragraph 23 (except for temporary loading or unloading purposes), or other construction or work of improvement, shall be placed, erected, or maintained, within said setback.

14. Location of Structure:

The location of any structure or dwelling on a lot and the landscaping shall bear such an overall relation to the adjacent lots as to create an aesthetically pleasing overall appearance.

15. Covering of Lot Surface:

Not more than fifty percent (50%) of any lot shall be covered with structures or paving material.

16. Retention of Natural Vegetation and Landscaping:

No natural plants, trees, bushes, shrubbery, or vegetation shall be removed from any lot other than absolutely necessary. In no event shall any tree with a diameter of 8 inches or more at five feet above the ground be removed. Within sixty (60) days after the completion of any dwelling, or any addition thereto, natural vegetation shall be replanted or reseeded in all practical areas. In

areas where natural vegetation is not practical, permanent landscaping shall be installed in the front, side, and rear yard areas. Such landscaping shall be maintained in a neat and orderly condition at all times and after installation so as to present a pleasing appearance to the owners and occupants of adjacent lots.

17. Fences:

No fences, rails, hedges, or other structures over thirty-six inches (36") in height shall be placed or allowed to exist in the front yard of any lot.

18. Architectural Theme:

The exterior building design of all dwellings and buildings on any lot shall be encouraged to be of Ranch, Spanish, or early California styling and character, which shall be compatible to the rural atmosphere of said property. Exterior colors are to be complimentary to the natural surroundings and shall be subject to approval by the Architectural Control Committee.

19. New Material:

No used or second-hand material shall be used in the construction of any dwellings, buildings, or structures. No buildings of any kind shall be moved from any other place to any of the lots within said property.

20. Impairment of View:

No structures, buildings, dwellings, fences, or landscape materials shall be placed or allowed to grow upon any of the lots in such a manner as to substantially impair the view from adjacent lots.

21. Exterior Painting:

All exterior wood and manufactured surfaces, with exception of brick, shall be painted or stained.

22. Non-Glare Materials:

No reflective materials or other materials which may cause glare, other than the usual and reasonable utilization of glass, shall be used on any exterior surface of any building or structure. In the event metal is used on

any exterior surface of any building or structure, such metal shall be painted for the purpose of preventing glare.

23. Regulation of Recreational Vehicles:

No recreational vehicles or accessories of any type or nature, including, but not limited to, motor homes, RVs, motorcycles, motor-driven cycles, jet-skis, motor-driven watercraft, go-carts, mini-bikes, trailers, or campers, shall be stored or parked for other than temporary loading and unloading purposes in the front yard of any lot. Said recreational vehicles and accessories may be stored in the side or rear yard of any lot only if the sight of said vehicles or accessories from off the lot is blocked or screened in an aesthetic and visually pleasing manner. Any blocking or screening, other than trees, bushes or shrubbery, by an artificial means, e.g. walls, fences, or other structures, shall be only upon approval of the Architectural Control Committee pursuant to paragraph 26.

24. Driveways:

Driveways consisting of dirt, gravel, asphalt, or unadorned cement slab shall not be permitted. All driveways shall be constructed of materials, including, but not limited to, exposed aggregate, paving stones, brick, or stone work, and in a design and appearance compatible with the respective house. Location, appearance, design, and materials of all driveways shall be subject to the approval of the Architectural Control Committee in accordance with paragraph 26.

25. Compliance With Governmental Regulations:

All owners and occupants of lots within said property shall comply with all local, State, and Federal government regulations relating to said property, including, but not limited to, Zoning Codes, Building Codes, Health & Safety Codes, County Ordinances, and Public Utility Regulations. Any violation of said regulations shall be a violation of this Declaration.

26. Architectural Control Committee Approval. Pre-requisite to Construction:

No dwelling, building, fence, driveway, wall, sign, antennae, satellite dish, or any receiving or transmitting device, or other structure shall be commenced, built, constructed, erected, or maintained on any lot in said property; nor shall any exterior addition or change or alteration in any structure in any lot, including but not

limited to: solar or heating systems; pools, spas, ponds, or fountains; landscaping, stonework, or concrete work; related mechanical, plumbing, or electrical facilities; and awnings, or patio covers, be made until the plan and specifications showing the nature, kind, shape, materials, and location of the same have been submitted to Darol B. Rasmussen, Trustee, and Craig Rasmussen, Successor Trustee, of the Darol B. Rasmussen and Thora J. Rasmussen Family Trust, 2890 Cinsant Drive, Cameron Park, California, 95682, or the then existing members of the Architectural Control Committee, and approved in writing by said persons, or the Committee pursuant to paragraph 26, as to harmony of the external design and location in relation to surrounding structures and topography and compliance with these Conditions, Covenants, and Restrictions. The discretion and authority of the Architectural Control Committee shall extend to the use and purpose of said lots as well as the aesthetics, quality, materials, design, size, number of stories, and location of, any structures placed upon said lots.

In the event the Architectural Control Committee fails to approve or disapprove plans and specifications within 1 (one) year after the same have been delivered to the Committee and a written receipt therefor received, and/or delivered to the Committee by registered or certified mail, approval thereof will be deemed to have been made, provided the proposed construction complies with all the provisions otherwise of this Declaration, with El Dorado County building and zoning regulations and with all other applicable laws and regulations.

27. Appointment of Architectural Control Committee:

The Declarant shall appoint an Architectural Control Committee consisting of not less than three (3) nor more than five (5) persons. Each member of the Architectural Control Committee shall serve for one (1) year. Members may serve successive terms. The Declarant shall make all reappointments and successive appointments. The Declarant may delegate the duty of appointing members of the Architectural Control Committee to any designee. Such designee shall be permitted to appoint successive designees for the purpose of making appointments to the Architectural Control Committee. The Committee shall act by affirmative vote of the majority of its existing members. All approvals, rejections, or waivers made by the Committee shall be in writing and signed by the majority members.

It is not the intent of the Declarant to deprive lot owners from having a structure of unique design, but to protect the community as a whole, and the individuals comprising the same, from undesirable construction. In this connection, in the case of hardship, exceptions to any of the restrictions contained in this Declaration may be made by the Architectural Control Committee upon proper application in writing. Any hardship exception or waiver of any restriction herein shall not be a waiver of the enforcement of any other violation of these restrictions in any other circumstance.

28. Required Back Yard Landscape Screening:

Prior to the commencement of the construction of any dwelling, structure, building, or improvement of any type or nature, each owner of Lots 218 through 228, inclusive, shall submit for approval to Declarant, or the Architectural Control Committee, pursuant to paragraph 26, a plan for the placement, installation, or planting of trees, shrubbery, bushes, foliage, or vegetation for the purpose and design of constructing and maintaining a natural foliage screen along the rear of each lot visually shielding all dwellings, structures, improvements, and objects upon the lot from view from the adjacent property to the rear of the lot. Each lot owner shall plant, replant, water, and fertilize all plants, foliage, trees, shrubbery, or other vegetation necessary to keep, maintain, and continue, at all times, full and sufficient foliage in a height, depth, thickness, and density reasonably necessary to preserve and sustain the natural vegetation and landscaping screen between the dwellings, structures, and improvements on each lot and the adjacent property to the rear of each lot.

29. Amendments:

Before the close of the first sale of a lot in said property to a purchaser other than Declarant, this Declaration and amendments to it may be amended in any respect or revoked by the execution of Declarant.

After the close of the first sale of a lot in said property to a purchaser other than Declarant, this Declaration may be amended or revoked in any respect by the vote or written consent of the holders of not less than 75% of the owners of any fee simple interest in any lot in said property, excluding the Declarant. Each owner shall have one (1) vote.

30. Mortgage Savings Clause:

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 provisions herein.

31. Severability of Provisions:

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision or provisions shall not invalidate any other provisions.

32. Binding Effect:

This Declaration shall inure to the benefit of, and be binding on, the successors and assigns of the Declarant, and the heirs, personal representatives, grantees, tenants, successors, and assigns of any person acquiring an interest in any lot in said property.

33. Term of Declaration:

This Declaration shall run with the land and shall continue in full force and effect for a period of fifty (50) years from the date on which this Declaration is recorded. After that time, this Declaration, and all its covenants and other provisions, shall be automatically extended for successive ten (10) year periods, unless this Declaration is revoked by an instrument executed by the owners and their respective mortgagees of not less than three-fourths (3/4) of the lots in said property, and recorded in the Office of the County Recorder of El Dorado County within one (1) year prior to the end of the fifty (50) year period or any succeeding ten (10) year period.

34. Remedies:

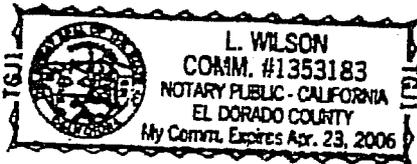
The Declarant, Declarant's successor or purchaser, or any owner of any lot in said property, shall have the ability and right to bring an action, in equity or in law, to enjoin any breach of any provision of this Declaration and request and secure damages, including reasonable attorney's fees and costs, from any liable violating party

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 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.

L. Wilson

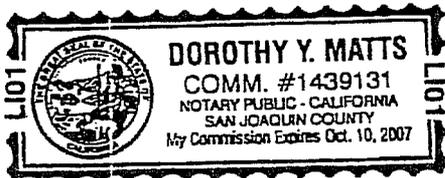
NOTARY PUBLIC



STATE OF CALIFORNIA)
) ss.
 COUNTY OF SAN JOAQUIN)

On 6/10/04, before me, the undersigned Notary Public, personally appeared CRAIG RASMUSSEN, 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 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.



Dorothy Y. Matts
 NOTARY PUBLIC

048534

EXHIBIT "A"

That real property situate in the County of El Dorado,
State of California, described as:

Lots 186 through 238, inclusive, of CAMERON WOODS
UNIT NO. 8, recorded May 27, 2004, at Book J of
Maps, at Page 25, Document No. 2004-0043213, El
Dorado County Records.

EXHIBIT "B"

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

PARCEL 1:

All that certain real property situate in the East one-half of Section 28 and the West one-half of Section 27, Township 10 North, Range 9 East, Mount Diablo Meridian, County of El Dorado, State of California, described as follows:

Commencing at the Southwest corner of said Section 27 as shown on that certain Record of Survey filed in Book 5 of Surveys, Page 81, filed in the County of El Dorado; thence from said section corner North 00° 28' 40" East 514.86 feet to the true point of beginning; thence, continuing North 00° 28' 40" East 806.96 feet; thence North 89° 52' 08" West 912.14 feet; thence North 00° 08' 40" East 787.92 feet; thence North 37° 51' 48" East 61.43 feet; thence North 89° 57' 46" East 219.21 feet; thence North 00° 08' 40" East 1197.96 feet; thence North 89° 57' 46" East 1013.23 feet; thence North 00° 19' 54" East 606.56 feet; thence North 89° 57' 46" East 965.94 feet; thence South 00° 19' 54" West 1322.69 feet; thence South 89° 59' 54" East 674.52 feet; thence South 00° 19' 54" West 1353.25 feet; thence South 45° 02' 25" West 1822.98 feet; thence South 89° 49' 59" West 394.59 feet; thence North 32° 12' 20" West 607.32 feet; to the true point of beginning.

The above described parcel is shown as Tract Two on that record of Survey filed in Book 5 of Surveys, Page 81, County of El Dorado.

Parcel 2:

All that portion of the Southeast quarter of the Southeast quarter of Section 28, Township 10 North, Range 09 East, M.D.B.&M., lying Northerly and Easterly of Cameron Park North #7, as said subdivision is designated and so delineated on that certain Subdivision Map recorded September 19, 1967, in Book "D" of Subdivision Maps at page 92.

Parcel 3:

An easement for ingress and egress on, over, and across all that certain real property situate in the East one-half of the East one-half of Section 28, Township 10 North, Range 9 East, M.D.M., County of El Dorado, State of California, described as follows:

BEGINNING at a point in the Easterly line of that certain subdivision known as Cameron Park North Unit No. 7, as shown on the official plat thereof filed in the office of the Recorder of El Dorado County, in Book D of Maps, at page 92, said point being the most Southerly corner of Lot 44 as shown on said plat; thence from said point of beginning from a tangent that bears South 54° 00' 08" West, along the arc of a curve concave to the Northeast, having a radius of 350.00 feet, said arc being subtended by a chord which bears South 57° 45' 03" East 45.77 feet to a point of reverse curvature; thence along the arc of a curve concave to the Southwest, having a radius of 630.00 feet, said arc being subtended by a chord which bears South 40° 36' 00" East 449.48 feet; thence South 19° 42' 02" East 118.53 feet; thence along the arc of a curve concave to the Northeast, having a radius of 370.00 feet; said arc being subtended by a chord which bears South 29° 14' 38" East 122.69 feet; thence, South 37° 51' 48" West 61.43 feet; thence from a tangent that bears North 40° 40' 39" West along the arc of a curve concave to the Northeast having a radius of 430.00 feet, said arc being subtended by a chord which bears North 30° 11' 21" West 156.55 feet; thence North 19° 42' 02" West 118.53 feet; thence along the arc of a curve concave to the Southwest, having a radius of 570.00 feet, said arc being subtended by a chord which bears North 40° 36' 00" West 406.67 feet to a point of reverse curvature; thence along the arc of a curve concave to the Northeast, having a radius of 410.00 feet, said arc being subtended by a chord which bears North 60° 40' 39" West 11.76 feet to a point on the aforementioned East line of Cameron Park North Unit No. 7, said point being also on the Southwesterly line of La Crescenta Drive as shown on said plat; thence, along said East line, North 00° 08' 40" East 71.39 feet to the point of beginning.

EXCEPT FROM THE FOREGOING Parcels Lots 1 through 4, inclusive, and 6 through 44, as said Lots are shown on that certain map entitled "CAMERON WOODS UNIT NO. 1," filed in the Office of the County Recorder of El Dorado, Book G of Maps, Page 44 of said County; Lots 71 through 95,

inclusive, as said Lots are shown on that certain map entitled "CAMERON WOODS UNIT NO. 4," filed on August 23, 1988, in Book G of Maps, Pages 109 through 109A, inclusive, of said County; Lots 96 through 100, inclusive, and 102 through 128, inclusive, as said Lots are shown on that certain map entitled "CAMERON WOODS UNIT NO. 5, filed on August 20, 1997, in Book H, Pages 135-135A, inclusive, of said County; Lots 129 through 159 and Lots 175 through 185 of "CAMERON WOODS UNIT NO. 6," filed June 29, 2000, in Book I of Maps, at page 69, of said County; Lots 160 through 174, inclusive, of CAMERON WOODS UNIT 7A, recorded March 28, 2003, at Book J of Maps, at page 2, of said County; and Lots 175 through 228 of CAMERON WOODS UNIT 8, recorded May 27, 2004, at Book J of Maps, at page 25, of said County.

(Commonly known as 2890 Cinsant Drive, Cameron Park, APN 070-011-37.)

048534

BENEFICIARY'S SUBORDINATION

TO CC&R'S

WESTERN SIERRA NATIONAL BANK, Beneficiary under the Deed of Trust recorded May 28, 2003 as Series No. 2003-0052952 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.

WESTERN SIERRA NATIONAL BANK

ANNE SHULTZ ECKERT

BY:

Anne Schultz Eckert

TITLE:

Regional Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

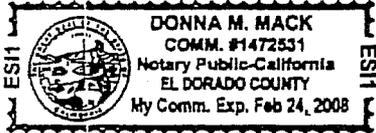
State of CALIFORNIA

County of EL DORADO

On _____ before me, DONNA M. MACK
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ANNE SHULTZ ECKERT
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.
Donna M. Mack
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: DEED OF TRUST FOR BENEFICIARY'S SUBORDINATION

Document Date: RECORDED 5/28/04 Number of Pages: 11

Signer(s) Other Than Named Above: DISMISSED

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: N/A

- Individual
- Corporate Officer
- Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other:

- Individual
- Corporate Officer
- Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other:

Signer Is Representing: _____

Signer Is Representing: _____

