

**CAMERON PARK**  
**UNITS 1, 2 AND 3**  
**5 ACRE ESTATES**  
**EL DORADO COUNTY, CALIFORNIA**

Amended March 7, 1966, as to Ownership. Filed March 7, 1966, in Book 779 of Maps, Page 53.

**TO THOSE PLANNING TO BUILD A HOME WITHIN CAMERON PARK**

Throughout Cameron Park one will find a way of life unparalleled for pleasant living. The policy of Dorado Estates is to insure its harmonious and beautiful development. The surroundings are such that no sites are exactly the same; each presents a different and interesting challenge to secure the full benefits of location and view, within a tranquil setting.

You, as property owners within Cameron Park, are protected by restrictions of record which read as follows:

**CLAUSE 1.** The property referred to herein shall be held by the grantee or party of the second part subject to the following conditions and restrictions applicable to all of said property, which conditions and restrictions shall run with said land, shall operate as conditions subsequent to, and shall apply to and bind the grantee or party of the second part, his heirs, personal representatives, successors and assigns, and all other persons acquiring any interest in said land either by operation of law or in any manner whatsoever.

**CLAUSE 2.** No subdivision of original parcels shall be allowed that would result in any piece being less than five acres. No grants of access or rights of way shall be allowed from properties adjacent to, but not a part of the herein described development. A residence on dual frontage road properties will front to inside roads; driveway entrance will be from inside roads only.

**CLAUSE 3.** No building or other structure shall be erected or the erection thereof begun on said premises, until the plans and specifications thereof have been first approved in writing by the Architectural Committee, and a copy of such plans and specifications filed with the Committee; nor shall any alterations or other changes substantially affecting the exterior elevation 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.

**CLAUSE 4.** All construction to be in accordance with the provisions of the Declaration of Restrictions of record. No residence shall be erected on said premises which shall cost less than \$25,000.00, nor contain less than 1500 square feet of living quarters. When the erection of any residence is once begun, the work thereon must be prosecuted diligently and must be completed within a reasonable time. No fence or wall shall be erected or grown at any place on said premises between the residence constructed thereon and the property line abutting the "front street" without the previous consent in writing of the Architectural and Landscape supervising Committee hereinafter provided for. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No hedge or wall above the surface of the ground, and no billboards, or advertising signs, except "For Sale" or "To Let" signs, which shall be no larger than 2 feet by 3 feet, shall be erected or maintained on any lot, building or structure without the approval in writing of the Committee hereinafter provided.

**CLAUSE 5.** Said premises shall be used for residence purposes only or as specifically stated herein. No structure of any kind shall be moved from any other place to said premises. No building or other structure shall be erected on any lot except one detached single family dwelling of one story ranch type or rambling California Architecture and a private garage and any accessory building, the use of which is entirely incidental to the main building. There may also be one barn or stable. The construction of any guest house or detached servants quarters shall be done only upon written approval of the Architectural Committee. No flat roof will be permitted.

(a) All buildings, houses, stables and auxiliary buildings of every type must be fenced in "white" rail fencing. Property perimeters, except that portion bordering on acknowledged waterways, will also be so fenced. Said fence materials, construction and dimensions will be as specifically approved by the Architectural Committee, in order to assure uniformity of fencing throughout the development.

(b) All barns or stables housing horses should be no less than one hundred feet from dwelling house, or as determined by written approval of the Architectural Committee.

(c) Setbacks from property line will be governed by the Architectural Committee.

(d) Trailers of any type, trucks, tractors or agricultural equipment and boats shall be stored or parked in a garage or other approved building. Said garage or building opening shall not be directly visible from roadways. Location and orientation of such shelter shall require approval of the Architectural Committee.

(e) A garage, carport, breezeway or other shelter, as specifically approved by the Architectural Committee, is required for automobiles. Garage door openings shall be situated so that the viewing of same from roadways is not objectionable, in the opinion of the Architectural Committee. Except for immediate ingress and egress, residents shall keep garage door closed.

(f) Service yards will be enclosed as approved by the Architectural Committee. The hanging of laundry visible from roadways is not permissible.

**CLAUSE 6. BUILDING REGULATIONS:**

(a) Plans must be submitted to the Architectural Committee for approval and issuance of a building permit for every building (including stables, cabanas, lath houses, greenhouses, solaria and other auxiliary buildings), also swimming pool and fences.

(c) The plans for buildings must include a plot plan, grading plan, color scheme and square footage chart of building. A perspective of the building, although not mandatory, will indicate the finished results and insure better checking of the plans. The Committee has the right to demand a perspective if, in its opinion, the building design does not show clearly without same. Submitting of preliminary plans is encouraged, but permits will be issued only on completed working drawings. Structures must have floor plan and elevations of all four sides. Plot plan must show:

(1) 5'-0" contours of area affected by grading.

(2) Roads.

(3) Driveways.

(4) Terraces.

(5) Building plan outlines and dimensions of required cuts and fills.

(6) Location of proposed large trees and shrubs must be noted to restrain interference with neighbors' view.

(7) Graded property must be kept in presentable condition.

(d) All exterior walls, their material and color must be approved by the Architectural Committee.

(e) The trim and shutters may be in contrasting color. Color scheme must appear on plans, samples of colors must be approved.

(f) Roofs are to be natural shingles or shakes. Pitch of roofs to be a minimum of twenty degrees, the maximum, forty degrees. No flat roof or rock roof will be permitted.

(g) All buildings must be one story in height. Exception may be made where the natural contour of the property has a slope with a rise of six feet in six feet and will permit a lower story on the side of the hill or slope, or as otherwise specifically approved by the Architectural Committee. Preliminary sketches should be submitted on such proposed designs.

(h) Property driveway entries from roadways must be illuminated. All required equipment is to be installed by the grantee at the time residence is constructed in accordance with specifications approved by the Architectural Committee. Underground wiring only will be utilized from service poles to points of use.

**CLAUSE 7.** Standard septic tanks agreeing and complying with all regulations and laws of the California Building Code may be installed.

**CLAUSE 8.** An Architectural Committee has been established by the Declarant. The Declarant may fill vacancies on the Committee and remove members thereof at his pleasure and increase or decrease the number of members of the Committee at will. The said Committee shall be and is hereby authorized to pass upon, approve or reject any plans or specifications for structures or fences to be erected on said tract. Nothing herein contained shall be construed as authorizing or empowering the Committee to change or waive any restrictions provided for herein except where expressly authorized to do so. The Committee may act by any two of its members and any authorization, approval or waiver made by the Committee must be in writing, signed by two members thereof. Said Committee shall be and is hereby authorized to supervise and determine the character of all grading of property between any residence constructed upon said premises and the property line abutting the "front street" or "side street" and no grading of any character shall be done or performed in such area without the consent in writing of said Committee. Said Committee shall be and is hereby authorized to supervise the general landscaping of the property in said tract and the planting and growth of all trees or shrubs thereon and to cause the removal or cutting back of any such trees or shrubs so planted, which in the judgment of the Committee does not conform to the general landscaping of said tract or tends to obstruct or impair the view of any owner. The grantee or the party of the second part hereby agrees to abide by any order of said Committee directing him not to plant any trees or shrubs or to cut down or cut back any trees or shrubs so planted, which agreement shall be construed as a covenant running with the land and not as a condition which might result in forfeiture of Title. The grantee or party of the second part likewise agrees that the members of the said Committee may at any

time institute or prosecute in their names or cause to be instituted or prosecuted in the name of any member of said Committee any suits which the Committee may consider advisable in order to compel and obtain a decree for specific performance by the grantee or party of the second part of this agreement to remove, cut down or cut back any tree or shrubs which the Committee has ordered removed, cut down or cut back, and in any such suit the grantee or party of the second part agrees to pay such reasonable attorney's fee for plaintiff's attorney as may be fixed by the court.

CLAUSE 9. The foregoing restrictions shall be construed as applying to and preventing the erection or maintenance on said premises of any sanitarium, advertising sign or billboard, any machinery, appliance or structure the purpose of which is to facilitate the carrying on of any manufacturing or repairing business, nor shall any livestock, dog or cat raising for commercial purposes, or other commercial business of any kind or character be conducted thereon, with the exception that there shall not be deemed to be included within such restrictions the raising for commercial purposes of horses, cattle, sheep, agricultural, viticultural and horticultural products, providing no store or shop is maintained on said premises for the sale or dispensing thereof, and providing further that such permissible purposes shall not be deemed to render lawful any use which may be obnoxious or offensive by reason of odor, dust, gas, noise or smoke. No dairy or commercial stable will be permitted. No goods, materials, equipment of any type or other paraphernalia shall be stored in an area visible from any roads, nor shall such items be stored in an unorthodox or objectionable manner. Discharge of firearms is not permitted. Wild life will not be preyed upon.

CLAUSE 10. The keeping of swine for any purposes is specifically prohibited.

CLAUSE 11. No excavation for stone, gravel or earth shall be made thereon except in connection with the construction of such residence, provided, however, that the grantor or party of the first part reserves the right of excavating and grading said premises and removing material from or depositing material thereon in connection with the work of laying out and improving said tract and the streets, lanes, ways and easements connected therewith.

CLAUSE 12. Easements for roadway, bridle path, parkway and public utilities shall be established, recorded by the Declarant and so observed. Trees may be planted within the parkway easement by the developer but the grantee shall assume the responsibility for the required care and maintenance of said trees. Rail fencing shall be erected along the line of said easement adjacent to the bulk of the property or as otherwise specified by the Architectural Committee. No oak tree now growing upon said premises shall ever be cut down, removed, cut back or otherwise disturbed without the consent in writing of said Committee. The grantee shall maintain all waterways and keep same free from logs, brush, rubbish, or pollution of any type.

CLAUSE 13. The grantee or party of the second part acknowledges and agrees that said covenants, conditions and restrictions are made and embodied for the purpose of carrying out, and pursuant to, a general plan adopted by the grantor or party of the first part for the development and improvement of the whole of said tract and are designated for the mutual benefit of every lot therein. It is expressly agreed that in the event any covenants or conditions or restrictions hereinabove contained or any portion thereof is held invalid or void, such validity or voidness shall in no way affect any valid covenant, condition, or restriction.

CLAUSE 14. Since this document is drafted for the direct and reciprocal benefit of all parties, said covenants, conditions and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1984, at which time they shall be automatically extended for successive periods of five years. If the parties hereto or any of them or their heirs, or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lot or lots in said subdivision to prosecute any proceedings at law or inequity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing or to recover damages or other dues for such violation. A breach of any of the foregoing conditions, or any re-entry by reasons of such breach, shall not defeat or render invalid the lien or any mortgage or deed of trust made in good faith and for value as to said premises or any part thereof, but said covenants and conditions shall be binding upon and effective against any subsequent owner(s) of said premises.

CLAUSE 15. Nothing in the foregoing restrictions contained shall operate or be construed as to prevent the use of any portion of said tract for any of the matters necessary or convenient to fulfill and carry out the objects and purposes of any public improvement district created in connection with the development of said tract.

CLAUSE 16. The foregoing restrictions, covenants and conditions apply specifically to that real property described in documents recorded in the office of the El Dorado County Recorder and does not necessarily apply to nor attach to any other land which the grantor now owns, or may hereafter acquire.

STATE OF CALIFORNIA, COUNTY OF SACRAMENTO--ss.

On March 7, 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RAY D. HENDERSON, known to me to be the President of the corporation that executed the within instrument, and also known to me to be the person(s) who executed it on behalf of such corporation, and acknowledged to me that such corporation executed the same and further acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

(Seal) BETTY L. NELSON  
Notary Public in and for said County and State.  
My Commission Expires December 29, 1967.

DECLARANT

DORADO ESTATES  
RAY D. HENDERSON, President