

FIRST RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CAMERON PARK UNIT NO. 11 SUBDIVISION
RELATING TO APARTMENT HOUSE LOTS AND
DWELLING HOUSE LOTS ONLY

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FIRST RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CAMERON PARK UNIT NO. 11 SUBDIVISION
RELATING TO APARTMENT HOUSE LOTS AND
DWELLING HOUSE LOTS ONLY

THE DECLARATION, executed by Dorado Estates, a corporation. ("Declarant") entitled "Declaration of Restrictions Covenants and Architectural Controls, Cameron Park Unit No. 11 Subdivision" and recorded, in Book 1024, Page 224, of the Official Records of El Dorado County, California, as amended by an instrument recorded in Book 1040, Page 321, of the Official Records of El Dorado County (the documents being jointly referred to as the "Original Declaration"), which Declaration affects all of the Properties described and commonly known as Cameron Park Unit No. 11, is hereby amended and restated in its entirety in the form of two separate Declarations of Covenants, Conditions and Restrictions, namely: (a) this Restated Declaration which is applicable to, and binding upon, the Owners of Lots located within that certain portion of Cameron Park Unit No. 11 set aside for improvement with single family style detached residences and multi-family apartment residences and more particularly described as Lots 176 through 274 on the official plat of Cameron Park Unit No. 11, recorded in the office of the County Recorder of El Dorado County, California in Book E of Maps, Page 82 (the "Subdivision Map") and (b) a document entitled "Restated Declaration of Covenants, Conditions and Restrictions of Cameron Park Unit No. 11 Subdivision Relating to Townhouse Lots Only" which is applicable to, and binding upon, the Owners of Lots 1 through 175, Lots A, B, C, D, E and F, and areas designated as "Common Recreational Easement" as shown on the aforementioned Subdivision Map. The Declaration described in (b) above, immediately precedes this restated Declaration in the Official Records of El Dorado County, California.

RECITALS

1. Declarant was the owner of certain real property in the County of El Dorado, State of California, which is more particularly described above in the Preamble to this Declaration ("Cameron Park Unit No. 11").

2. Declarant conveyed the Lots within Cameron Park Unit No. 11, subject to certain easements, protective covenants, conditions, restrictions, reservations, liens and charges as set forth in the Original Declaration referred to above, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Cameron Park Unit No. 11 and all of which run with Cameron Park Unit No. 11 and are binding on all parties having or acquiring any right, title or interest in Cameron Park Unit No. 11 or any part thereof, their heirs, successors and assigns, and which inure to the benefit of each Owner thereof.

3. It was the further intention of the Declarant to sell and convey residential lots designated for use as "Dwelling House Lots," "Apartment House Lots," and "Townhouse Lots," subject to the protective covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges and equitable servitudes between Declarant and such Owners which are set forth in this Declaration and which are intended to

be in furtherance of a general plan for the subdivision, development, sale and use of Cameron Park Unit No. 11 as a "planned development" as that term is defined in section 11003 of the California Business and Professions Code.

4. By order of the superior court dated May 8, 1987 (attached hereto as exhibit A and incorporated herein by reference), this First Restated Declaration of Covenants, Conditions and Restrictions of Cameron Park Unit No. 11 Subdivision Relating to Apartment House Lots and Dwelling House Lots Only, was declared approved by the members in accordance with California Civil Code section 1356. As so amended and restated, these easements, covenants, restrictions and conditions shall run with the Properties and shall be binding on all parties having or acquiring any right, title or interest in the Properties or any portion thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Apartment House Lots" means those Lots designated on the Subdivision Map as Lots 176 through 191, inclusive, Lots 222 through 233, inclusive, and Lots 269 through 274, inclusive, being a total of 29 lots.

Section 2. "County" means the County of El Dorado, State of California.

Section 3. "Declarant" shall mean and refer to the project developer of the Properties, namely, Dorado Estates, a California corporation, its successors and assigns.

Section 4. "Declaration" shall mean this First Restated Declaration of Covenants, Conditions and Restrictions of Cameron Park Unit No. 11 Subdivision Relating to Apartment House Lots and Dwelling House Lots Only, as such Declaration may, from time to time, be amended. The "Original Declaration" shall mean the document referenced in the preamble to this Declaration.

Section 5. "Dwelling House Lots" means those Lots designated on the Subdivision Map as Lots 192 through 221, inclusive, and Lots 229 through 253, inclusive, being a total of 70 lots.

Section 6. "Lot" shall mean and refer to each of Lots 176 through 274 as designated and shown on the Subdivision Map. In the original Declaration the Lots were referred to as "Dwelling House Lots" and "Apartment House Lots." Unless the context clearly indicates otherwise, the term "Lot" shall also include the Residence and any other improvements constructed on a Lot.

Section 7. "Mortgage" means any security device encumbering all or any portion of the Properties, including a deed of trust. "Mortgagee" means and refers to a beneficiary under a deed of trust as well as a mortgagee in the conventional sense.

Section 8. "Properties" means that real property (Lots 176 through 274 as shown on the Subdivision Map) subject to this Declaration, together with all buildings, structures, utilities and other improvements thereon.

Section 9. "Residence" means a single family residential dwelling or apartment unit, situated on a Lot.

Section 10. "Subdivision Map" means the official plat of Cameron Park Unit No. 11, recorded in the office of the County Recorder of El Dorado County, California in Book E of Maps, Page 82. on December 18, 1970.

ARTICLE II APPLICATION OF DECLARATION

Section 1. Persons Subject to Declaration. All present and future Owners, tenants and occupants of Lots with the Properties shall be subject to, and shall comply with each and every provision of this Declaration as the same may be amended from time to time, unless a particular provision is specifically restricted in its application to one or more of such classes of persons (i.e. Owners, tenants, invitees, etc.). The acceptance of a deed to any Lot, the entering into a lease, sublease or contract of sale with respect to any Lot, or the entering into occupancy of any Lot shall constitute the consent and agreement of such Owner, tenant or occupant that each and all of the provisions of this Declaration, as the same may be amended from time to time, shall be binding upon said persons and that said person(s) will observe and comply with the same.

Section 2. Notification Regarding Declaration. As more particularly provided in section 1360 of the California Civil Code, as soon as practicable before transfer of title or the execution of a real property sales contract with respect to any Residence, the Owner thereof must give the prospective purchaser a current copy of this Declaration, with any amendments hereto.

ARTICLE III PROPERTY USE RESTRICTIONS

Section 1. Apartment House Lots. The area comprising Lots 176 through 191, inclusive, Lots 222 through 228, inclusive, and Lots 269 through 274, inclusive, shall be used for residential purposes in accordance with the local governmental regulations established for Limited Multi-Family Residential (R2) Districts, as such regulations may be amended from time to time by the County of El Dorado. Although the above described Lots are described herein as "Apartment House Lots" the current governmental zoning ordinances for an R2 zone permit the construction of single family residences in such a zone. Construction of such residences shall also be permitted hereunder.

Section 2. Dwelling House Lots. The area comprising Lots 192 through 221, inclusive, and Lots 229 through 268, inclusive, shall be used for residential purposes in accordance with the local governmental regulations established for One-Family Residential (R1) Districts, as such regulations may be amended from time to time by the County of El Dorado. No single family detached residence shall be erected, altered, placed, or permitted to remain on any Dwelling House Lot which contains less than 1,400 square feet of living area. Said square footage shall be measured based on interior living space, exclusive of any porch, garage, or patio.

Section 3. Property Line Setbacks. No structure or any part thereof shall be erected upon any Lot or Lots nearer to the street or streets adjacent thereto than 20 feet from the front Lot property line, or closer than 15 feet from the rear Lot property line, or closer than 10 feet to any side Lot

property line. In the case of Apartment House Lots, front, side and rear setbacks may be modified in accordance with the approved development plan for common wall dwellings approved by the County of El Dorado. No side yard shall be required for a detached garage or other permitted accessory building located 50 feet or more from the front property line.

Section 4. Temporary Structures. No trailer, basement, tent, shack, garage, or other outbuilding shall be used as a temporary or permanent residence. When erection of a structure is once begun, the work thereon must be prosecuted diligently and said structures must be completed within a reasonable time, said reasonable time to be determined by the Architectural Committee pursuant to article IV below.

Section 5. Household Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other small household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

Section 6. Signs. No billboard or advertising shall be placed or maintained on the Properties except for signs of reasonable dimensions designating that the Residence is either "For Rent" or "For Sale."

Section 7. Mining Activities. No derrick or other structure designed for use in boring, mining, or quarrying for oil, gas or minerals shall ever be erected, placed, maintained, or permitted to remain on the Properties.

Section 8. Parking Restrictions. No Owner or occupant of any Lot shall place, store, park, or keep house trailers or commercial-type vehicles of any kind on any Lot.

Section 9. Storage. No Owner or occupant of any Lot may place, store, or keep building materials or appliances on any Lot (except during the normal course of any construction or remodeling which has been approved by the Architectural Committee) or other materials of any nature which detract from the residential character and aesthetic appearance of the neighborhood, nor shall any Owner or occupant place, store, or keep unsightly boxes, bottles, cans or woodpiles on any Lot except within enclosed storage areas.

Section 10. Prohibition of Noxious Activities. No illegal, noxious or offensive activities shall be carried on or conducted by any Owner or occupant of a Lot, nor shall anything be done which is or may become an unreasonable annoyance or nuisance to the neighborhood. Without limiting the foregoing, no Owner or occupant shall permit noise, including, but not limited to the barking of dogs, the operation of excessively noisy air conditioners, stereo amplifier systems, television systems, motor vehicles or power tools, to emanate from any Lot within the Properties which would unreasonably disturb the quiet enjoyment of other Owners and occupants.

For the purpose of this Declaration, the word "nuisance" shall be defined as the commission of any act which shall be offensive to 75 percent of the Owners of property within a 250 foot radius from the perimeter of any Lot from which such nuisance is originating when 75 percent of such Owners sign a notice addressed to and delivered to the owners or tenants of the Lot from which the nuisance is originating, advising said Owners that the nuisance exists and requesting immediate abatement thereof. Such a notice shall be

delivered by registered mail and shall be abated within 30 days after receipt thereof by the Owners responsible for the nuisance. If the nuisance is not abated within the 30-day abatement period any Owner may institute appropriate legal action to enforce abatement.

Section 11. Drainage and Public Utility Easements. The areas designated on the Subdivision Map as "Drainage and Public Utility Easement" shall be used and improved exclusively for the installation, maintenance, repair and replacement of drainage facilities and structures and of facilities for utilities, including, without limitation, communication, gas, sewer, water and electricity facilities.

Section 12. Restriction on Further Subdivision. Except as provided herein, no Lot shall be further subdivided. At the present time R2 zoning permits construction of 20 units per acre. Nevertheless, the Cameron Airport-Airport Comprehensive-Land Use Plan, approved by the Foothill Airport Land Use Commission, will, if adopted by the County, limit construction on Lots 179, 180, 229, 259, 270, 271, and 272 to 8 units per acre. In the event the Comprehensive Land Use Plan results in such a density reduction, the above enumerated Lots or any other Lot similarly impacted shall not be subject to this section and the Owners of such Lots be entitled to further subdivide their Lots upon compliance with all applicable laws and regulations.

ARTICLE IV ARCHITECTURAL CONTROL

Section 1. Approval of Architectural Improvements. Prior to commencement of construction or installation of any improvement within the Properties, including but not limited to the construction, installation, alteration or remodeling of buildings walls, fences, landscaping, utility lines or structure of any kind, the Owner planning such improvements must submit to the Architectural Committee, formed pursuant to section 2 below, a written request for approval.

Section 2. Composition of Architectural Committee. The Architectural Committee shall be composed of at least three Owners of Lots within the Properties elected by a majority of the Owners either at a meeting called for the purpose of electing Architectural Committee members or by written ballot distributed to each Owner. Architectural Committee members shall serve for a term of two calendar years and until their successor has been elected and qualified. There shall be no limit on the number of consecutive terms to which an Architectural Committee member may be reelected. The purpose of the Committee shall be to protect and maintain the value, desirability and attractiveness of the Properties for the benefit of all Owners.

Section 3. Submission and Approval of Plans. All written requests for approval submitted to the Architectural Committee shall include any structural plans, specifications, and plot plans showing the nature, color, kind, shape, height, materials and location of such improvement. Approval of the Owner's request shall be based on a finding by the Architectural Committee that the proposed improvement (a) conforms with any rules established by the Architectural Committee; (b) would be in harmony with the external design of other structures and/or landscaping within the Properties; and (c) would not interfere with the reasonable enjoyment of any other Lot Owner of his

property, including, without limitation, the right to scenic and solar access free of unreasonable obstructions.

Section 4. Architectural Rules. The Architectural Committee may adopt uniform rules relating to procedures and standards for architectural review and procedures for requesting variances from applicable property use restrictions to overcome practical difficulties and to prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that a variance shall only be allowed if the Committee makes written findings that the variance, if approved would (a) be consistent with the general plan and scheme for the Properties as set forth herein; (b) comply with all applicable laws and regulations; and (c) not be materially detrimental or injurious to other property or improvements in the neighborhood of the Lot benefiting from the variance or constitute a nuisance with respect to the Owners of such neighboring Lots. The Architectural Committee, if appropriate may hold a hearing to consider any variance to these use restrictions.

ARTICLE V BREACH AND DEFAULT

Section 1. Remedy at Law Inadequate. It is hereby expressly declared and agreed that the remedy at law to recover damages for the breach, default or violation of any of the covenants, conditions, restrictions, limitations, reservations, grants or easements, rights, rights-of-way, liens, charges or equitable servitudes contained in this Declaration are inadequate and that the failure of any Owner, tenant, occupant or user of any Lot, to comply with any provision of this Declaration may be enjoined by appropriate legal proceedings instituted by any other Owner of a Lot.

Section 2. Nuisance. Without limiting the generality of the foregoing section 1, the result of every act or omission whereby any covenant contained in this Declaration is violated in whole or in part is hereby declared to be a nuisance, and every remedy against nuisances, either public or private, shall be applicable against every such act or omission.

Section 3. Costs and Attorneys' Fees. In any action brought because of any alleged breach or default of any Owner or other party hereto under this Declaration, the prevailing party shall be entitled to recover his costs of suit, including reasonable attorneys' fees as determined by the court.

Section 4. Cumulative Remedies. The respective rights and remedies provided by this Declaration or by law shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or at different times, of any other such rights or remedies for the same or any different default or breach or for the same or any different failure of any Owner or others to perform or observe any provision of this Declaration.

Section 5. Failure Not a Waiver. The failure of any Owner to enforce any of the covenants, conditions, restrictions, limitations, reservations, grants of easements, right, rights-of-way, liens, charges or equitable servitudes contained in this Declaration shall not constitute a waiver of the right to

impose any liability upon any other Owner of a Lot within the Properties.

Section 6. Protection of Mortgages. A breach of the covenants or restrictions contained herein shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any Lot, provided, however, that any subsequent Owner of such property shall be bound by such covenants and restrictions, whether such Owner's title was acquired by foreclosure or deed in lieu of foreclosure or in a trustee's sale or otherwise. A lender who acquires title by foreclosure or deed in lieu of foreclosure or by trustee's sale shall not be obligated to cure any breach of this Declaration which occurred prior to such acquisition of title, if such breach was or is noncurable or was a type of breach which is not practical or feasible to cure.

ARTICLE VI AMENDMENT

This Declaration may be amended at any time and from time to time, by an instrument in writing signed and acknowledged by the Owners of 81 percent or more of all Lots located on the Properties, which instrument shall become effective upon the recording thereof in the Office of the El Dorado County Recorder. Notwithstanding anything to the contrary herein contained, no such amendment shall affect the rights of the holder of any first deed of trust or mortgage recorded prior to the recording of such amendment.

ARTICLE VII MISCELLANEOUS

Section 1. Term. These covenants, restrictions, and agreements shall run with the land and shall continue in full force and effect until January 1, 2020, at which time the same shall be automatically extended for successive periods of 10 years, unless, by a duly executed and recorded statement, the then Owners of 75 percent or more of the Lots within the Properties elect to terminate or amend said restrictions in whole or in part.

Section 2. Construction.

(a) Restrictions Construed Together. All of the covenants, conditions and restrictions of this Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Properties as set forth in the Recitals of this Declaration. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce that provision in a subsequent application or any other provision hereof.

(b) Restrictions Severable. Notwithstanding the provisions of subparagraph (a) above, the covenants, conditions and restrictions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

(c) Singular Includes Plural. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter, as the context requires.

(d) Captions. All captions or titles used in this Declaration are intended solely for the convenience of reference and shall not affect the interpretation or application of that which is set forth in any of the terms or provisions of the Declaration.

DATED: July 7, 1987.

By John R. Medina
(President)

By Linda Mitchell
(Secretary)

ERIC
& BROWN
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FILED
MAY 3 1987

EL DORADO CO. CLERK'S OFFICE
BY WELLS & STANISH (DEUTY)

Attorneys for Petitioner

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF EL DORADO

11	In the Matter of)	No. 48703
12	CLAYTON PARK UNIT NO. 11)	
13	CORPORATION, a California)	ORDER RE PETITION TO REDUCE
14	nonprofit mutual benefit)	VOTING PERCENTAGE PURSUANT
15	corporation,)	TO SECTION 7515 OF THE
)	CALIFORNIA NONPROFIT CORPORA-
	Petitioner.)	TION LAW AND SECTION 1356 OF
)	THE CALIFORNIA CIVIL CODE

The above-entitled matter came regularly for hearing on
May 8, 1987, in Department I of the above-entitled Court.

Petitioner CLAYTON PARK UNIT NO. 11 CORPORATION appeared by and
through its counsel, Donna L. May.

Having considered the evidence presented by the Petitioner,
the Court finds that Petitioner has satisfied the requirements
of Section 1356(c) of the Civil Code and Section 7515 of the
Corporations Code and therefore the Court issues the following
Order:

IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

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2784 20515

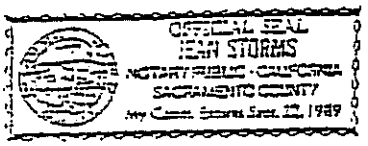
CORPORATE ACKNOWLEDGMENT

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State of CALIFORNIA
County of SACRAMENTO } 11

On this the 17th day of JUNE 1987 before me,

JEAN STORMS
the undersigned Notary Public, personally appeared



JOHN R. MEDELL III

personally known to me
 proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as President or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.
WITNESS my hand and official seal.

[Signature]
Notary's Signature

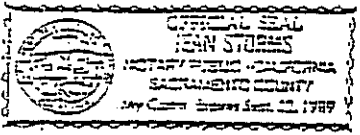
CORPORATE ACKNOWLEDGMENT

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State of CALIFORNIA
County of SACRAMENTO } 11

On this the 17th day of JUNE 1987 before me,

JEAN STORMS
the undersigned Notary Public, personally appeared



KATHY MALCOLM

personally known to me
 proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as Secretary or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.
WITNESS my hand and official seal.

[Signature]
Notary's Signature

2784 511

1 For the exclusive purpose of approving the First Restated
2 Declaration of Covenants, Conditions and Restrictions, the Restated
3 Bylaws and the Restated Articles of Incorporation for CAMERON PARK
4 UNIT NO. 11 CORPORATION, the requirements imposed by Article 19 of
5 the present Declaration of Covenants, Conditions and Restrictions
6 that all amendments to the Declaration be approved by 75% of all
7 Petitioner's members is hereby dispensed with, the requirements
8 imposed by Article III, Section 1 of the Bylaws that all amendments
9 be approved by 60% of all Petitioner's members is hereby dispensed
10 with, and approval of said First Restated Declaration, Restated
11 Bylaws and Restated Articles is hereby decreed by virtue of the
12 substantial compliance with said vote requirement as a result of
13 the number of votes actually obtained by Petitioner from its
14 members during the balloting process, all as more particularly
15 alleged in the Petition on file herein.

16 Accordingly, the First Restated Declaration of Covenants,
17 Conditions and Restrictions, the Restated Bylaws and the Restated
18 Articles of Incorporation which accompany the Petition on file
19 herein are approved. Said Declaration shall be effective upon
20 recordation of the Restated Declaration in the Office of the
21 El Dorado County Recorder with a copy of this Order attached
22 thereto. The Restated Articles of Incorporation shall be effective
23 upon the filing thereof with the Secretary of State. The Restated
24 Bylaws shall be effective upon the signing thereof by the corporate
25 President and Secretary.

26 The Petitioner shall notify its members of the actions taken
27 pursuant to this Order and shall furnish a copy of the recorded
28 First Restated Declaration, the Restated Bylaws and the Restated

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Articles to each member who has not already received a copy thereof during the balloting process.

DATED: MAY 8 1987

CHAS. E. FREEMAN

JUDGE OF THE SUPERIOR COURT