

RECORDING REQUESTED BY:

Fidelity National
Title 981962 jy

WHEN RECORDED MAIL TO:

David and Laura Strain
3014 Merriam Court
El Dorado Hills, CA 95762

El Dorado, County Recorder
William E. Schultz Co Recorder Office
DOC- 2001-0046199-00

Acct 2-FIDELITY NATL TITLE CO

Wednesday, JUL 25, 2001 08:00:00

Ttl Pd \$16.00

Nbr-0000164947

LJP/C2/1-4

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR RESIDENTIAL MULTIPLE PROPERTIES

David W. Strain and Laura L. Strain (referred to as "the declarant" herein), as the owner of a certain parcel of land situated in the County of El Dorado, State of California, described in Exhibit 1 attached hereto (hereinafter referred to as "the property"), does hereby establish the following Covenants, Conditions, Restrictions, Servitudes and Reservations, which property shall be held, used, leased, rented, sold, and conveyed subject to, and which shall be for the benefit of the property and each subsequent owner thereof and for the benefit of adjacent properties and of the community as a whole, and which shall inure to and pass with the property and be binding upon the declarant and the successors and interest of the declarant;

Uses of the Property. The property is to be used consistent with its zoning exclusively for residential purposes with multiple dwelling units that may variously be referred to as apartments, duplexes, or by any other term evidencing the presence of more than one dwelling unit on a single lot (but excluding any property zoned Single Family Residential that may happen to have a second dwelling unit upon it). It is intended that the provisions of this Declaration shall be consistent with the zoning ordinances of the County of El Dorado applicable to R2 and RM Districts as they presently exist and as they may be amended in the future. In the event of a conflict between the provisions of this Declaration and the applicable zoning ordinance the provisions of this Declaration shall apply if the provision in question is allowable, although not required, under the zoning ordinance.

No commercial activities shall be conducted on the property that has an adverse impact upon the neighborhood.

Enforcement Authority/Penalty after Construction. When the initial construction of one or more buildings containing multiple dwelling units is completed as evidenced by final inspection by the County of El Dorado, the right to enforce these restrictions shall pass to the Cameron Park Community Services District which has authority under Government Code § 6160 1. 10 to enforce tract restrictions within its jurisdiction. Cameron Park Community Services District can assess monetary penalties against any Owner or other person entitled to exercise such rights or privileges for any violation of this Declaration after due process.

Building Architectural Standards. The following standards shall be observed and maintained:

(a) After the original construction of a building or any other structure (including fences) on the property has been completed, no changes or alterations in the exterior appearance of the building or other structure, including without limitation the design, materials or color, shall be made without the prior written approval of the Architectural Control Committee of the Cameron Park Community Services District (the "Committee"). Also, after the original landscaping of the property has been completed, no substantial

changes in any portion of the landscaping visible from adjacent streets or properties shall be made without the prior written approval of the Committee.

b) To obtain the approval of the Committee the owner of the property shall follow the application procedures, including payment of the application fee, that the Committee then has in effect. Such procedures may include the completion of an application form, and the submission of a site plan, architectural plans and specifications, materials, color samples, and a landscaping plan.

4. The Committee may disapprove an application, or require that the application be modified as a condition of approval, if the Committee determines that the proposed changes to a building, other structure, or landscaping are not consistent or harmonious with the standards of design, color, materials, and landscaping then prevailing in Cameron Park for multiple residential properties. The Committee shall have the authority to allow variances and waivers from strict adherence to prevailing standards upon findings by the Committee made in good faith and sound discretion that reasonable grounds exist.

5. If the Committee fails to act upon a complete application within 30 days after it is submitted, the application shall be deemed to have been approved by the Committee.

6. Neither the approval nor disapproval of any application by the Committee shall be grounds for legal liability on the part of either the individual members of the Committee or the Cameron Park Community Services District. Any person submitting an application hereby releases the Committee members and the District from any liability arising from the Committee's action or inaction on the application.

7. Vehicles.

(a) No vehicle shall be parked or stored except for purposes of loading and unloading on the property except in garages, carports or areas specifically designated by the owner for parking of vehicles.

(b) No recreational vehicle of any type, trailer of any type, or boat shall be parked or stored upon the property except within an enclosed garage if such garages exist. For purposes of this prohibition pickup trucks are allowed, but cab-over campers are prohibited. No campers, or camper shells removed from the vehicle shall be left or stored in a place of public view.

(c) No repairs of any type shall be performed upon any vehicle upon the property except for emergency repairs necessary to promptly remove a vehicle from the property.

8. All driveways, and carports shall be maintained in a neat and orderly condition; garage doors are to be closed except while vehicles are entering or exiting.

9. Garages, if they exist upon the property, shall be used for the purpose of parking vehicles. Garages and carports shall not be used for storing any materials or equipment or for any purpose that interferes with their use for storing vehicles.

10. General Provisions.

(a) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on the property except that a reasonable number of dogs, cats and other conventional household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

- (b) **Disposal of Trash and Garbage.** All trash and garbage shall be properly placed in dumpsters or other containers designated by the property owner. The area in the vicinity of the dumpsters, garbage cans or other disposal receptacles shall be kept in a clean and neat condition.
- (c) **Rules.** Either the owner of the property or the Committee, or both, may publish and enforce additional rules for purposes of ensuring that the property is neatly maintained and the residents conduct themselves with due respect for the rights of their neighbors.
- (d) **Enforcement.** The Committee shall have the right to enforce this Declaration by any proceeding in law or in equity and naming as defendants either the owner of the property or persons who reside upon the property, or both. If any legal proceeding is brought to enforce provisions of this Declaration the prevailing party shall be entitled to recover reasonable attorneys fees and costs as fixed by the court. The Declarant or the Cameron Park Community Services District as the successors to the Declarant may establish and enforce a schedule of reasonable fines that may be imposed against a lot owner for violations of the provisions of this Declaration. No such fines shall be imposed until an owner has first been given written notice of the alleged violation and an opportunity to be heard before the party seeking to impose the fine.
- (e) **Non-Waiver.** The failure by the Committee to enforce any measure or provision of this Declaration upon its violation shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so.
- (f) **Amendment.** The provisions of this Declaration shall continue in full force and effect for a period of thirty (30) years from the date upon which this Declaration is recorded and this Declaration shall then be automatically renewed for successive periods of ten (10) years unless the owner of the property and the Cameron Park Community Services District jointly record an instrument terminating this Declaration. This Declaration may be amended by recording with the County Recorder an instrument duly executed by the owner of the property and the Cameron Park Community Services District.

Dated the 24th day of July, 2001

Declarant:

By: [Signature]
 David W. Strain

By: [Signature]
 Laura L. Strain

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
 :SS
 COUNTY OF EL DORADO)

J. Young

On 7-24-01, before me, Notary Public, personally appeared **, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

**David W. Strain and Laura L. Strain

WITNESS my hand and official seal.
[Signature]

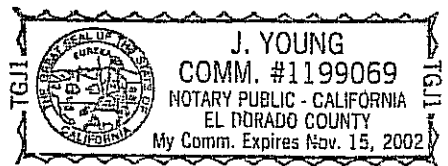


EXHIBIT "ONE"

Lot 228 as said lot is shown on the Official Map of Cameron Park Unit No. 11, filed in the Office of the County Recorder of El Dorado County on December 18, 1970, in Book E of Maps, at Page 82.