

When Recorded, Mail to:
DORADO ESTATES.
P. O. BOX 158
SHINGLE SPRINGS, CA 95682

21028

OFFICIAL RECORDS
EL DORADO COUNTY-CALIF
RECORD REQUESTED BY
TAHOE TRAIL GUARANTEE CO.
SEP 25 10 05 AM 1967
JAMES W. SWEENEY
COUNTY RECORDER

DECLARATION OF RESTRICTIONS

CAMERON PARK NORTH UNIT NO. 5

DORADO ESTATES, a California Corporation, Post Office Box 158, Shingle Springs, California 95682, owner of a certain tract of land and subdivision situated in the County of El Dorado, State of California, generally known and described as Cameron Park North Unit No. 5, the original plat of which was recorded in the Office of the County Recorder of El Dorado County, California, in Book D of Maps, Page 87, does hereby certify and declare that it has established and does hereby establish the following restrictions, covenants, conditions, servitudes, easements, and reservations, subject to which said parcels or lots and portions thereof shall be held, used, leased, sold and conveyed, each of which is for the benefit of said property and each and every owner thereof, both present and future, and shall inure to and pass with the said property or any portion thereof and shall apply to and bind the respective successors in interest of the present owners and their heirs, executors, assigns and administrators as follows:

1) As to Lots No. 1 through 16, inclusive, and Lots No. 43 through 50, inclusive, no lot shall be used except for commercial uses as set forth in Section 9418 of the Regulations of the El Dorado County Department of Planning, September, 1965, and/or as these Regulations may thereafter be amended by the County of El Dorado.

2) As to Lots No. 17 through 42, inclusive, no lot shall be used except for multi-family purposes as set forth in Section 9412.1 of the Regulations of the El Dorado County Department of Planning, September, 1965, and/or as these Regulations may thereafter be amended by the County of El Dorado.

3) No multi-family residential structure nor any part thereof shall be erected upon any lot or lots enumerated in Paragraph No. 2 nearer to the street or streets adjacent thereto than twenty (20) feet from the front lot property line, nor closer than fifteen (15) feet from the rear lot property line, nor closer than fifteen (15) feet from the side street lot property line, nor closer than ten (10) feet to any side lot property line.

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- 4) No building or other structure shall be erected, altered, placed or permitted to remain on any lot unless it is approved by the Architectural Committee, as provided in Paragraph No. 10 hereof.
- 5) No trailer, basement, tent, shack, garage or other outbuilding shall be used as temporary or permanent residence.
- 6) When erection of a structure is once begun, the work thereon must be prosecuted diligently and said structure must be completed within a reasonable time, said reasonable time to be determined by the Architectural Committee.
- 7) No billboard, sign or advertising of any kind whatsoever shall be placed or maintained on any lot or lots in this subdivision, without the prior written approval of the Architectural Committee, which approval shall not be granted until any such billboards or signs have been previously approved as to size and location by the Planning Department of the County of El Dorado.
- 8) No derrick nor 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 any portion of this subdivision.
- 9) No owners nor occupants shall create a nuisance to the neighborhood. For the purpose of this Declaration of Tract Restrictions, the word "nuisance" shall be defined as the omission or commission of any act which shall be offensive to seventy-five (75) per cent of the owners of properties within a two hundred fifty (250) foot radius from the perimeter of any lot or parcel on which such a nuisance is being created. The existence of such a nuisance shall be determined when seventy-five (75) per cent of the owners of properties within the herein prescribed radius or area of the nuisance or the Declarant hereof, as long as he shall own any lots or parcels, shall sign a notice addressed to and delivered to the owners of any lot or parcel on which such a nuisance is created, advising that the nuisance exists and requesting immediate abatement thereof. Such a notice shall be delivered by registered mail and within thirty (30) days after receipt thereof by the owners or occupants of any lot or parcel on which such a nuisance is created if said nuisance is not abated, then Declarant or any owner of a lot or parcel in this tract may, by appropriate proceeding, institute legal action to enforce abatement.

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10) No buildings, fences, walls or other permanent structure shall be erected, altered or placed on any lot in said subdivision until building plans, specifications and plot plans showing the location of the structures on the lot have been submitted to, and approved in writing, as to conformity and harmony of external design and as not interfering with the reasonable use and enjoyment of any other lot, by an Architectural Committee composed of Ray D. Henderson and Rowland F. Sweet. Upon failure of the Committee or its designated representative to approve or disapprove plans and specifications within thirty (30) days after the same have been delivered to the Committee, and a written receipt therefor received and/or delivered to the Committee by registered mail, approval thereof will be deemed to have been made, provided the proposed construction complies with all the provisions otherwise of this Declaration.

If any member resigns or is unable to act, the remaining member shall discharge the functions of the Committee. At any time the Committee may, by recorded statement, relinquish the right herein reserved to appoint and maintain the Committee, and, at such time, the then record owners of seventy-five (75) per cent or more of the lots in said subdivision may elect and appoint a committee of three (3) or more of such owners to assume and exercise all the powers and functions of the committee specified herein. No member of any architectural committee, however created, shall receive any compensation or make any charge for his services as such.

11) If any restrictive covenant or condition herein specified, or any part thereof is invalid or for any reason becomes unenforceable, no other restriction, covenant, or condition, or any part thereof, shall become affected or impaired thereby.

12) 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 and provisions hereof.

13) Any breach or violation of any of the conditions herein contained may be enjoined, abated, or remedied by appropriate proceedings by any owner or owners of a lot or lots in said subdivision and any damages for any breach of the terms, restrictions, and provisions of this Declaration are hereby declared not to be adequate compensation, and the continuation thereof may be enjoined or abated by appropriate proceedings by the Declarant or by the owner or owners of any other lot or lots in said subdivision.

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14) The various restrictive measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of the lots or parcels in said subdivision and failure by the Declarant or any other person or persons entitled so to do to enforce any measure or provision, upon violation thereof, shall not stop or prevent enforcement thereafter or be deemed a waiver of the right so to do.

15) These covenants, restrictions and agreements shall run with the land and shall continue in full force and effect until 2017, which time the same shall be automatically extended for successive periods of ten (10) years, unless, by a duly executed and recorded statement, the ten owners of sixty (60) per cent or more of said lots in said subdivision, shown on the recorded map thereof, elect to terminate or amend said restrictions in whole or in part.

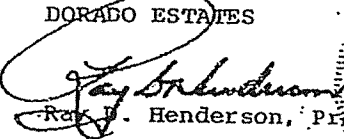
16) Each grantee of a conveyance or purchaser under a contract or agreement of sale, by accepting a deed or a contract of sale or agreement of purchase, accepts the same subject to all of the covenants, restrictions, easements and agreements set forth in this Declaration, and agrees to be bound by the same.

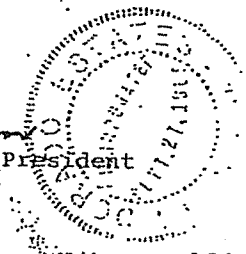
17) No delay or omission on the part of Declarants or their successors in interest or on the part of the owner or owners of any of said sites, in exercising any right, power, or remedy herein provided, in the event of any breach of said conditions herein contained, shall be considered as a waiver thereof, or acquiescence therein.

Dated this 19th day of September, 19 67.

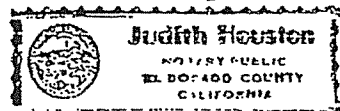
DECLARANT
DORADO ESTATES

STATE OF CALIFORNIA)
) ss.
COUNTY OF EL DORADO)


Ray D. Henderson, President



On September 19, 1967, 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 which executed the within instrument, and also known to me to be the person who executed it on behalf of such Corporation, and 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.



Signature Judith Houston My Commission Expires July 17, 1971.

Recorded at the Request of
and when Recorded, mail to:

Guthrie & Guthrie
P.O. Box 424
Shingle Springs, CA 95682
Attn: Gale C. Guthrie

Guthrie & Guthrie
AUG 14 11 26 AM 1978

JAN 10 1978

DECLARATION RELINQUISHING ARCHITECTURAL
POWERS FOR CAMERON PARK NORTH UNIT NO. 5

3.00

THIS DECLARATION RELINQUISHING ARCHITECTURAL CONTROL POWERS is made this 14th day of August, 1978 by DORADO ESTATES, a California corporation, hereinafter referred to as "Declarant".

RECITALS:

- A. By an instrument recorded on September 26, 1967, in Book 847, Page 320: Declarant recorded Declarations of Restrictions for Cameron Park North Unit No. 5 with respect to a tract of land, the original plat of which was recorded in Book D of Maps, Page 93 of the Office of the County Recorder, El Dorado County, California.
- B. The Declaration established an Architectural Committee and reserved to the Declarant the right to appoint persons thereto.
- C. Pursuant to Paragraph 10 of the Declaration of Restrictions, Declarant now intends to relinquish its rights to appoint, maintain or otherwise carry out any of the functions of the Committee.

NOW, THEREFORE, Declarant hereby relinquishes its rights to appoint and maintain the Architectural Committee for Cameron Park North Unit No. 5.

DORADO ESTATES

By *Gale C. Guthrie*
GALE C. GUTHRIE
Assistant Secretary

3699E

STATE OF CALIFORNIA)
COUNTY OF EL DORADO) ss.

On this 14th day of August in the year 1978, before me, KATHY L. MENTON, a Notary Public, State of California, duly commissioned and sworn, personally appeared GALE C. GUTHRIE known to me to be the Assistant Secretary of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same. IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of El Dorado the day and year in this certificate first above written.



Kathy L. Menton
Notary Public, State of California

END OF DOCUMENT