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LEWIS HOMES MANAGEMENT CORP.  
Post Office Box 670  
UPLAND, CA 91785-0670  
ATTENTION: GENERAL COUNSEL

OFFICIAL RECORDS  
SACRAMENTO COUNTY, CALIF.  
*Joyce E. Finwell*  
COUNTY CLERK-RECORDER

DECLARATION OF CONDITIONS, COVENANTS,  
RESTRICTIONS, RESERVATIONS, AND EASEMENTS  
OF  
CAMDEN PARK UNIT NO. 4

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KNOW ALL MEN BY THESE PRESENTS, that LEWIS HOMES OF CALIFORNIA, a general partnership, whose business address is 1156 North Mountain Avenue, Post Office Box 670, Upland, California 91785, hereinafter referred to as "Declarant", owner of the real property in the County of Sacramento, State of California, described as follows:

Lots 1 through 37, inclusive, of Camden Park Unit No. 4, as per Map recorded in Book 199 page 12 of Maps, in the Office of the County Recorder of Sacramento County, on November 15, 1989.

hereinafter referred to as "said Property" or as "said Tract,"

HEREBY CERTIFIES AND DECLARES that conditions, covenants, restrictions, reservations, and easements, hereinafter collectively referred to as the "provisions" of this Declaration, which will constitute a general scheme for use, occupancy, and enjoyment, are placed on said Property for the protection of the Property and all future grantees ("Owners") thereof, and except as provided to the contrary herein shall apply in their entirety to all lots of said Tract as follows:

ARTICLE I  
PROPERTY IMPROVEMENT PROVISIONS

- A. The work of construction and erection of any building or structure on said Tract by any Owner which is a successor to Declarant shall be prosecuted diligently and continuously from the commencement thereof until the same is completed.
- B. An easement over the rear five (5) feet of each lot is hereby specifically reserved by Declarant for the benefit of the Declarant and/or its assigns

and any property now or in the future owned by Declarant, for utility or quasi-utility service or function to accommodate, without limitation, sewers, drainage systems, poles, wires, as well as conduit or similar pathways for lighting, power, television, telephone, and other communication techniques or devices. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may be in violation of any ordinance or resolution of a governmental agency, or which may change the direction of flow of drainage channels in the easements or may obstruct or retard the flow of water through such channels; provided, however, that an Owner may install property line fencing or walls subject to removal at that Owner's risk and expense if such removal shall be reasonably necessary to accommodate the maintenance of improvements or drainage ways in such easement areas. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility company may be responsible to maintain.

- C. Should any improvement made by Declarant or an Owner on a lot, including walls or fences, encroach on any portion of the Property adjacent thereto due to engineering errors, errors in original construction, settlement or shifting of structures, or any other inadvertent cause, the Owner of the adjacent portion of the Property shall be deemed to have granted an appurtenant easement for such encroachment for so long as said improvement, as constructed or reconstructed, shall remain in a useful state; provided, however, that no valid easement for encroachment shall exist if said encroachment occurred due to negligence or willful misconduct of the Owner of the portion of the Property to be benefitted thereby.

ARTICLE II  
PROPERTY USAGE

- A. No noxious or offensive activity shall be carried on upon any lot nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No animals or fowl, other than household pets, shall be kept or maintained on said Property or any portion thereof, and none shall be kept, maintained or raised on the premises for commercial purposes.
- B. No lot or residence in this Tract may be used for a public boarding house, sanitarium, hospital, asylum, or institution of any kindred nature, or any use not permitted by local law.
- C. No derrick or other structure designed for use in boring, mining, or quarrying for oil, natural gas, or precious metals shall ever be erected, maintained, or permitted upon the surface of any lot in said Tract, nor shall any boring, mining, quarrying or similar operations be performed within five hundred (500) feet of the surface of the Tract.



- D. No sign, poster, billboard, advertising device, or other display of any kind shall be displayed to the public view; provided, however, this prohibition shall not apply to signs on any Owner's lot, not exceeding five (5) square feet in size, advertising that lot is for sale or for rent or to such signs as may be used in connection with the development and sale of any lots owned by Declarant or a Successor. Notwithstanding the foregoing, nothing herein contained shall be construed in such a manner as to permit the maintenance of any sign which is not in conformance with any ordinance of the local government agency having jurisdiction thereof.
- E. Subject to any contrary municipal regulations, (1) motor vehicles which are licensed and operative, other than recreational vehicles, motorhomes, trailers, and boats, which are exempted, may only be parked, placed, or located in a garage, or on a paved driveway or street or enclosed within the buildings or walls on a lot so as not to be visible to other Owners, and (2) no unlicensed motor vehicles, inoperative motor vehicles, recreational vehicles, motorhomes, trailers, or boats shall be placed or located on any portion of the Property, unless enclosed within the buildings and walls on a lot so as not to be visible to other Owners.
- F. No electrical or electronic devices which may unreasonably interfere with television or radio reception of any Owner shall be located, used, or placed on any portion of the Property.
- G. Trash, garbage, or other waste shall be disposed of only by depositing same into a trash container. No portion of the Property shall be used for the deposit or storage of building materials, other than in connection with approved construction. No shrub or tree clippings, plant waste, scrap, refuse, or trash shall be kept, stored, or allowed to accumulate on any lot.
- H. No structure of a temporary character, nor a recreational vehicle, trailer, tent, shack, garage, or other outbuilding shall be stored on any lot at any time or used as a residence, either temporarily or permanently.
- I. Each Owner, by accepting conveyance of a lot, agrees to permit free access by Owners of adjacent or adjoining lots to slopes or drainageways located on the agreeing Owner's property, when such access is reasonably necessary for the maintenance or permanent stabilization of slopes or maintenance of the drainage facilities for the protection of any portion of the Property.
- J. Each Owner, by accepting conveyance of a lot, agrees to accept the burden of, and not in any way interfere with, the established drainage pattern over such agreeing Owner's lot from adjoining or other lots in said Tract. For the purposes hereof, "established" drainage is defined as the drainage which existed at the time the overall grading of said Tract was completed.
- K. No fence, hedge, or shrub planting which obstructs sightlines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area

formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or, in the case of a round property corner, from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

ARTICLE III  
EXEMPTION AND RIGHTS OF DECLARANT: SUCCESSOR

Nothing in this Declaration shall limit the right of Declarant to specify and approve the design for and complete construction of improvements on lots owned by Declarant, or to alter or modify completed improvements, or to construct such additional improvements as Declarant deems advisable prior to the final sale by Declarant of all of the lots in the Property. Such right shall include, but shall not be limited to, designing, erecting, constructing, and maintaining on any portion of the Property owned by Declarant such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease, or otherwise. Declarant specifically reserves the right to use any unsold lots on the Property for models and sales offices, and further reserves the right to rent any unsold lots and the improvements thereon. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title by a purchaser from Declarant to establish on the Property additional easements, reservations, and rights of way for itself, utility companies, or others as may from time to time be reasonably necessary for the proper development and disposal of the lots. Declarant reserves the right to alter its construction plans and designs as it deems appropriate. Any rights of Declarant under this Declaration may be assigned by Declarant to an Owner designated by Declarant to be a successor ("Successor") to all or part of Declarant's interest in the Property by an express assignment incorporated in a recorded deed or supplemental declaration transferring such interest to such Successor.

ARTICLE IV  
GENERAL PROVISIONS

- A. Declarant, as long as Declarant owns a lot in said Tract, a Successor nominated in accordance with the provisions of Article III or (except as expressly provided herein to the contrary) any Owner of a lot in said Tract shall have the right, but not the obligation, to enforce by proceedings at law or in equity all of the provisions imposed by this Declaration. This right shall include, without limitation, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the terms or conditions herein contained, to enjoin or prevent them from doing so, to



- cause said violation to be remedied, and/or to recover damages for said violation.
- B. The remedies herein provided for breach of the Declaration shall be deemed cumulative.
- C. The failure to enforce any of the provisions contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.
- D. A breach of any of the provisions contained in this Declaration shall not affect, impair, or render invalid the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any lot or lots or portions of lots in said Tract, and it is expressly understood and agreed that a violation of any of said provisions shall not result in a re-entry, forfeiture, or reversion of title. All Owners shall be bound by this Declaration, whether or not such Owner's title was acquired by foreclosure, a trustee's sale, a deed in lieu of foreclosure, or otherwise.
- E. Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.
- F. Each and all of the provisions contained in this Declaration, whether affirmative or negative in nature, shall be covenants running with the land, pursuant to Section 1468 of the California Civil Code or any similar statute then in effect, and shall bind and inure to the benefit of Declarant and all Owners for a term of thirty-five (35) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive terms of ten (10) years unless an instrument signed by a majority of the then Owners has been recorded, agreeing to terminate this Declaration at the end of the term then in effect. Said provisions shall also be mutual equitable servitudes upon the Property and each part thereof in favor of and appurtenant to each and every other part thereof.
- G. This Declaration may be amended or terminated prior to the expiration date herein established only by the affirmative vote or written assent of the Owners of at least fifty-one percent (51%) of the lots in said Tract, and further, this amendment provision shall not itself be amended to allow amendments by vote of the Owners of less than fifty-one percent (51%) of the lots thereof. In determining the number of votes that may be cast hereunder, it shall be understood that an Owner is entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot of the property, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. However, notwithstanding the above, as long as Declarant, or a Successor is the Owner of a lot in said Tract the provisions of this Declaration shall not be altered or terminated without the prior written consent of Declarant and such Successor(s). All

DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS,  
RESERVATIONS, AND EASEMENTS OF CAMDEN PARK UNIT NO. 4

Page 6

amendments, and the consent(s) so required, shall be recorded in the official records of the County prior to being effective.

- H. In the event of a dispute arising out of the provisions of this Declaration such dispute may be submitted to an arbitration procedure wherein each party shall choose one arbitrator. The two so chosen shall jointly select a third, and a majority decision among them shall be binding upon the parties.
- I. In the event that legal proceedings or arbitration are commenced to enforce any of the terms and provisions of this Declaration, the prevailing party shall be entitled to recover all costs thereof, including reasonable attorneys' fees, as determined by the court.
- J. The singular shall include the plural and the plural the singular unless the context requires otherwise, and the masculine, feminine, and neuter shall each include the masculine, feminine, and neuter as the context requires.

IN WITNESS WHEREOF, the undersigned Declarant has caused this instrument to be executed this 15th day of June, 1990.

LEWIS HOMES OF CALIFORNIA,  
a general partnership

By: *[Signature]*  
Its Authorized Agent

STATE OF CALIFORNIA }  
COUNTY OF SAN BERNARDINO } SS.

On June 15, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared DENNIS A. ALEKEL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the agent of LEWIS HOMES OF CALIFORNIA, the partnership that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said partnership and that said partnership executed the same.

WITNESS my hand and official seal.

Signature *Edna A. Robinson*



HABT: 090188/947:A  
Rev: 061490/947:004