

When Recorded Return To:
Stewart Title of Sacramento
6700 Fair Oaks Blvd.
Carmichael, CA 95608
Att: Subdivision Dept.

OFFICIAL RECORDS
SACRAMENTO COUNTY, CALIF.

90 AUG -6 PM 2: 56

J. E. Russell

CAMDEN PASSAGE WEST UNIT NO. 5
RECORDED

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

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THIS DECLARATION is made on the date hereinafter set forth by CITATION NORTHERN, a California Corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of that certain property in the County of Sacramento, State of California, which is more particularly described in Exhibit "A" attached hereto and incorporated herein; Pursuant to the terms and conditions of a Holding Agreement dated June 26, 1989, Stewart Title of Sacramento, a California Corporation, holds title to said property for declarant and will convey, or otherwise deal with the same as it may, in writing, be directed by declarant.

NOW, THEREFORE, Declarant hereby declares that all of the properties described herein, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1: DEFINITIONS

1.01 "Architectural Committee" Means the committee created pursuant to Article 3 hereof, and the terms "Committee", "Architectural Committee" and "Architectural Control Committee" may be used interchangeably herein.

1.02 "Declarant" shall mean and refer to Citation Northern, a California Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

1.03 "Declaration" means this Declaration, as amended or supplemented from time to time.

1.04 "Lot" shall mean and refer to any separate residence plot shown upon any recorded subdivision map of the Properties.

1.05 "Mortgage" shall mean and include a deed of trust as well as a mortgage in the conventional sense.

1.06 "Mortgagee" shall mean and include a beneficiary under a holder of a deed of trust as well as a mortgage.

1.07 "Mortgagor" shall mean a person who mortgages his or its property to another (i.e., the maker of a Mortgage), and shall include the Trustor of a deed of trust. The term "Trustor" shall be synonymous with the term "Mortgagor".

1.08 "Owner" shall mean and refer to the record owner, whether one or more persons or entity, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.09 "Person" means a natural person or any other entity with the legal right to hold title to real property.

1.10 "Project" means the entire real property described above, including property annexed or to be annexed, as the same is now and as it may, from time to time, be developed and improved. The word "Overall Property" may be used interchangeably herein.

1.11 "Properties" or "Property" shall mean and refer to all that certain real property which is described in Exhibit "A" and any additions thereto which are made subject to this Declaration.

1.12 "Record, Recorded and Recordation" means, with respect to any document, the recordation of such documents in the Office of the County Recorder of Sacramento County, California (which may also be referred to herein as "file" or "filed").

1.13 "Subdivision Map" means the recorded Final Map for Camden Passage West Unit No. 5 recorded in Book 194 of Maps, Map No. 12 of the Official Records of Sacramento County, California, on June 14, 1989.

ARTICLE 2:

ARCHITECTURAL AND USE RESTRICTIONS

2.01 Purpose of Restrictions. It is the desire and intention of the Declarant to impose on the Property mutually beneficial restrictions to insure the best use and the most appropriate development and improvement of each Lot within the Properties; to protect the owners against such improper use of the surrounding Lots as will depreciate the value of their property; to preserve the natural beauty of the Properties, so

far as practicable; and to encourage the construction of attractive residential improvements with safe and appropriate setbacks from streets and adequate space between structures.

Therefore, each Lot within the Project shall be improved, occupied and used subject to the Restrictions stated in this Article 2.

2.02 Residential Use. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot, other than one detached single-family dwelling and a private garage, which may be attached to or separate from the dwelling unit; provided however, that Lots owned by the Declarant may be used as models and sales office and construction office for the purpose of selling the Lots in the Property until all of the dwellings thereon are sold by Declarant.

2.03 Minimum Cost. No dwellings shall be permitted on any Lot at a cost of less than \$80,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality or workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

2.04 Square Footage of Homes. All single-family residences must have a finished floor area, exclusive of porches, garages and overhangs of 1,600 square feet for a one-story building, 1,800 square feet for a split-level building, and 1,800 square feet for a two-story building. In the case of a two-story building, not less than 1,000 square feet shall be located on the ground floor.

2.05 Setbacks. Without the prior written approval of the Architectural Control Committee as well as any authorization which may be required by the County of Sacramento, no building shall be located nearer than: (1) 20 feet from any front street, (2) 12.5 feet from the closest line of any side street, or (3) 5 feet for one-story and 7.5 feet for two-story houses from the property line of any adjoining Lot, or (4) 15 feet from the rear Lot line.

2.06 Plan Approval. No building or structure of any type shall be commenced or altered on any lot, nor shall any exterior addition to, or change or alteration of the improvement be made until professionally prepared construction plans, including a plot plan, building specifications, fence details, exterior color, roofing material and front masonry samples, if applicable, have been approved by the Architectural Control Committee as to the type, quality or design and harmony with existing structures, and as to location with respect to topography and finish grade elevation. In the event of any inconsistency between them, plans shall take precedence over

specifications and the owner shall be responsible for constructing all improvements in accordance with the approved plans. All plans for structural improvements or alterations shall be submitted to and approved by the Architectural Control Committee as provided in Article 3.

2.07 Owner's Landscaping. Within 120 days after occupancy, all residences on all lots within the properties shall be landscaped and rear and side yards fenced in all areas visible from the street. Said landscaping shall be installed and maintained thereafter as well as or better than the average residence in the overall subdivision. Landscaping is to include lawns, shrubs, trees, flowers and sprinkler systems. The use of artificial materials such as plastic plants or flowers, Astro-turf, or gravel gardens will not be permitted. The above does not mean to prohibit the use of large decorative rock as a landscape element or the use of limited gravel and/or bark in flower beds between or under substantial vegetation.

2.08 Restrictions on Owner's Landscaping. Unless there has been prior written approval of the Architectural Control Committee, no owner shall: (i) plant any tree within his Lot if the distance between the center of the tree trunk is less than ten (10) feet from any dwelling unit located on any adjoining Lot; (ii) alter the grade of the land within the Lot; (iii) plant, alter or maintain any area which lies outside the legally described boundaries of his Lot. Each owner of a Lot shall have the responsibility to water and maintain the front yard street tree and shall replace any such tree if necessary.

2.09 Restrictions on Grading; Drainage: There shall be no cutting, filling, grading or contouring of any Lot in any manner which would cause flooding of or erosion onto, any adjoining Lot or which would interfere with the general, natural drainage pattern throughout the Properties.

2.10 Roofs. All dwellings shall have roofs of flat concrete tile and shall be approved by the Architectural Control Committee. Roofs may not be painted.

2.11 Exterior Painting. There shall be no exterior painting by or on behalf of the owners, or any person thereunder which does not blend and compliment the color schemes of existing structures. All exterior colors are to be approved by the Architectural Control Committee.

2.12 Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat map of the properties. Within such easement areas no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water

through drainage channels in the easements. The utility easement areas of each Lot shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

2.13 Offensive Activities. No noxious or offensive activity shall be carried on within the properties, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other owners in the enjoyment of their property. Without limiting any of the foregoing, no owner shall permit noise, including, but not limited to, the barking of dogs, and the excessive playing of music systems, to emanate from the owner's Lot, which would unreasonably disturb another owner's quiet enjoyment of his Lot.

2.14 Antennae, Satellite Dishes, External Fixtures, etc. No television or radio poles, antennae, satellite dishes, flag poles, clotheslines, basketball standards, or other external fixtures other than those approved by the Architectural Control Committee, and any replacements shall be constructed, erected or maintained on the exterior of any structure. All types of refrigerating, cooling, heating and water filtering or any other similar equipment must be concealed from public view and shall not be installed on any roof. The Architectural Committee may approve certain types of solar water heaters if they are constructed as an integral part of the roof. The use of solar water heaters will be subject to the review and approval of the Architectural Control Committee.

2.15 Clothes Drying. No clothes, sheets, blankets or other articles shall be hung out to dry on any part of said property, except in a yard enclosed by a fence, wall or any other enclosure approved by the Architectural Control Committee. Such enclosure shall be located so as not to be between the front or the side of any house or the projection of the line thereof and the adjacent street. In addition, no clothes, sheets, blankets or any article shall be hung to dry in a garage or storage area in which the garage door has been left open so as to create an unsightly view from the street.

2.16 Animals. no animals, livestock, reptiles or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats or other conventional, domestic household pets may be kept, provided they are not kept in unreasonable quantities or for any commercial purpose and are kept in such a manner so as not to constitute a nuisance to other owners or occupants. With respect to dogs, "domestic household pets" is defined to mean dogs of a type, size and breed which would normally be kept, and which are kept by the owner, within the confines of a lot. No pets shall be allowed to roam unattended or unleashed within the project. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household; provided, however, that it may be determined

that a reasonable number in any instance may be more or less than two pets per household.

The Architectural Committee shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Architectural Committee, a nuisance to any other owner. Animals belonging to owners, occupants or their licensees, tenants or invitees within the properties must be either kept within a Lot or on a leash being held by a person capable of controlling the animal. The Lot must be so maintained that the animal cannot escape therefrom. Should any animal belonging to an owner be found unattended out of the Lot and not being held on a leash by a person capable of controlling the animal, such animal may be removed by any owner to an animal shelter maintained by the public entity having jurisdiction over the Project. Furthermore, any owner shall be absolutely liable to each and all remaining owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the properties by an owner or by members of his family, his tenants or his guests. Notwithstanding the foregoing, nothing herein shall prohibit the possession by an owner, occupant, licensee, tenant or invitee of a dog which has been trained and is used for the purpose of a "seeing eye" or guide dog for the blind. Each owner, occupant, licensee, tenant or invitee who maintains or is in possession of a dog shall have the absolute duty and responsibility to immediately remove, in a sanitary manner, all dog excrement from the project.

2.17 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tunnels, minerals excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring the oil or natural gas shall be erected, maintained or permitted upon any Lot.

2.18 Trash and Refuse Disposal. No portion of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in covered sanitary fly-proof containers which shall be kept where they are not visible from the street except as required for collection. So long as the County will service 90 gallon wheeled garbage cans, only such cans shall be used, and all gas and materials that might otherwise be picked up from the street shall be placed in such cans together with garbage and trash. There shall be no exterior fires whatsoever except for barbecue fires contained within receptacles therefore. No portion of any Lot shall be used for the storage of building materials in connection with approved construction.

2.19 Maintenance Obligations of Owners. It shall be the duty of each owner, at his sole cost and expense, subject to the

provisions of this Declaration regarding Architectural Control Committee approval, to maintain, repair, replace and restore areas subject to his exclusive control, in a neat, sanitary and attractive condition, subject to the approval of the Committee. Areas subject to the exclusive control of an owner shall be deemed to include, but not be limited to, the owner's dwelling unit and the landscaping and yard areas on that individual owner's Lot. Upon the failure of said owner to maintain and repair areas subject to his exclusive control, the Architectural Committee shall have the right, but not the duty, to make such repairs or perform such maintenance, and the cost thereof shall be assessed to the owner.

2.20 Care of Lots. No weeds, underbrush or any other unsightly growth shall be permitted to grow or remain on any lot in the properties. No refuse pile or unsightly object shall be allowed to be placed or suffered to remain anywhere thereon. In the event of the owner of any lot in the subdivision failing or refusing to keep said lot free of weeds, underbrush or refuse piles, or other unsightly growth or objects, then the Committee or its successors and assigns shall have the right to enter upon the land and remove the same at the expense of the owner who shall repay said committee for said expense in full upon demand. Such entry shall not be deemed a trespass by said Committee or their duly authorized representative.

2.21 Temporary Structures. No trailer, garage or other outbuildings shall be used as a temporary or permanent residence, nor shall any residential structure be moved onto said subdivision from any other location. When the erection of any structure is once begun, the work thereon must be prosecuted diligently and said structure must be completed within a reasonable time, a reasonable time would be construed as one construction season, but in no case greater than one calendar year.

2.22 Fertilizing Materials. No occupant or owner of any of the lots within the subject subdivision shall store or permit to be stored upon his property or adjoining properties any quantities of manure, composting materials and decaying vegetation matter in such quantities as to attract household pests or constitute an injury to the person or property of any other owner. Nor shall any such materials be stored in a manner so as to create obnoxious odors.

2.23 Fences. No fence, hedge or planted border which exceeds three feet in height shall be erected, maintained or be permitted on any lot or plot which is within the front setback line of the dwelling erected thereon, and such fence shall be of open design work unless otherwise approved by the Architectural Control Committee in writing. All regular rear and side yard fences shall be placed behind the front setback line or on the property line to the side and to the rear. On corner lots, the street side yard fence shall be erected at the 6'-1/2' setback

from property line. No fence erected on any portion of the lot shall exceed six feet in height. No building, fence, wall or other structure shall be erected, placed or maintained, nor shall it be altered upon any of said plots unless complete plans and specifications showing the nature, kind, shape, height, material and color scheme thereof, and plan indicating the location thereof shall have first been submitted to and approved in writing by the Architectural Control Committee. Wing fences shall be constructed between the houses in conformance with prior Architectural Control Committee approval within 120 days after occupancy on each lot. The wing fences must run generally from the front corner of the house to the property line.

The view from the street must be such that the rear yards will be completely screened by these wing fences. All fences must have a level top line or be stepped in conformance with the contour of the ground, or otherwise have architectural design approved by the Architectural Control Committee. They must be installed in a professional and workmanlike manner and must have at least one gate accessible to the street which is adjacent to the utility meters. Side and/or rear yard fences on Lots 14, 15, 25, 26, 35, 36, 37, 40 - 43, 44 - 51, 73, 96, 99 and 100 contiguous to the greenbelt areas shall be of a uniform design selected by the Architectural Control Committee. These fences shall be painted a uniform color and shall not be altered or painted a different color without approval of the Architectural Control Committee.

2.24 Water Supply. No individual water supply system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the appropriate public health authority. Approval of such system as installed shall be obtained from such authority.

2.25 Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the appropriate public health authority. Approval of such system as installed shall be obtained from such authority.

2.26 Prohibited Vehicles; Repairs. Except as expressly provided below, no vehicle which exceeds 1 ton, or any bus, boat, trailer, farm vehicle, camper body, or aircraft shall be permanently or semi-permanently parked in the Property, or in any Lot (including the driveway), except for occasional periods of time of not more than 24 hours. An exception to the foregoing shall be as follows: It shall be permissible to park above described vehicles in a sideyard or rearyard of a lot provided (a) they are not in the front yard setback area or side yard setback area of a corner lot, and (b) that they are parked behind a fence at least six feet high. The fence may have a gate and the access may have an all weather surface such as a concrete, brick, asphalt or aggregate. However, the fence

and gate shall be of solid material so that it is not possible to see through it. The parking of any commercial-type vehicle shall be deemed a nuisance to others within the meaning of Section 2.13 of this Article. No vehicle of any type (including motorcycles), shall be permanently or semi-permanently parked in or upon any of the streets within the Property, or on any Lot for the purpose of accomplishing repairs thereto or the reconstruction thereof, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle.

2.27 Parking. Every owner and resident within the properties shall use the garage, which is part of the residential improvements constructed upon each Lot, for parking or storing any and all vehicles owned or driven by the owner or other resident. No owner or resident shall use the streets or driveways for the storage of any vehicle, of any type.

2.28 Interference with Access. No one shall interfere with or otherwise restrict the free right of passage of the Owners, their agents, servants, tenants, guests and employees over driveways or passages leading to their respective garages.

2.30 Exterior Alteration; Additional Structures. No owner shall make or permit to be made, at his expense or otherwise, any alterations or modifications to the exterior of the buildings, fences, railings, or walls situated within the project, without the prior written consent of the Architectural Control Committee.

2.31 Repair and Reconstruction. As soon as reasonably possible following damage or destruction by fire or other casualty affecting any improvement upon a Lot, the owner thereof shall reconstruct the same substantially in accordance with the original plans and specifications thereof, so that the exterior appearance of such improvement substantially resembles its appearance prior to such damage or destruction. Notwithstanding the foregoing, however, the owner of an improvement that has been damaged or destroyed may request permission from the Committee to reconstruct or repair the same in accordance with new or changed plans and specifications. The Architectural Control Committee may grant such a request if it determines that the proposed change will benefit and enhance the entire project in a manner generally consistent with the plan of development thereof.

2.32 New Construction. The improvement on each lot shall be new construction, and no house or any other building or improvement which has been moved from any other locations either within or without the properties shall be placed or maintained on any lot. This section shall not be construed to prevent the use of natural used brick (as opposed to "processed used brick"), or any other construction material that is deemed attractive and desirable by the general public and the Committee. Similarly, nothing contained herein shall prohibit the use of prefabricated

wall panels in the construction of any new home on a Lot within the subdivision.

2.33 Completion of Construction. Once construction has begun on any lot, work thereon must be pursued diligently and, subject to weather conditions, strikes and acts of God, shall be diligently prosecuted until the improvements being constructed are completed.

2.34 Signs. No signs, banners or placards shall be installed or maintained anywhere on the exterior of a home or Lot within the Properties, except one (1) sign of standard size (not to exceed four (4) square feet in area per side) advertising the residence as being "For Sale" or "For Rent", or (2) an owner identification sign which has been approved by the Architectural Control Committee. In addition, during the period of declarant's sales program, the declarant may use signs which declarant deems necessary and appropriate to advertise the development and which comply with local planning regulations and/or review requirements.

2.35 Mailboxes. All mailboxes shall be approved by the Committee as well as the County of Sacramento and the U.S. Postal Service.

2.36 Enforcement. Enforcement of these use restrictions and other provisions of the Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any use restriction either to restrain violation or to recover damages, and the prevailing party shall be entitled to recover reasonable attorney's fees and costs in such proceedings.

ARTICLE 3: ARCHITECTURAL CONTROL COMMITTEE

3.01 Purposes. It is intended that the property be initially developed by Declarant and its successor developers with various improvements that are architecturally compatible and aesthetically pleasing, and that those initial improvements be maintained in essentially the same condition and appearance as originally developed for the duration of the term of this Declaration. The Architectural and use controls set forth herein, and in any supplemental declarations of covenants, conditions and restrictions contemplated herein, are to facilitate those intentions and purposes and are to be construed consistent therewith.

3.02 Architectural Control Committee. The initial design of improvements within the Property and any subsequent alterations thereof shall be subject to prior review and approval by an Architectural Control Committee.

3.03 Composition of Committee. The Architectural

Control Committee ("Committee") shall have three (3) members. The members of the Committee, who are hereby appointed by the Declarant are: PHILIP KAMERER, GORDON LUNDBERG, and ROSALIE GLADDEN, whose address is 597 Center Avenue, Suite 150, Martinez, CA 94553. As long as the Declarant owns any part of the Property, it shall have the power and authority to remove any or all of the members of the Committee and to appoint replacements who may or may not be Lot owners. Within 30 days after Declarant has disposed of all its interest in the Properties, the then existing members of the Committee shall select a new Committee consisting of three (3) persons, each of who shall be a Lot owner. The selection of each such owner member shall be accomplished by the vote of any three members of the Committee. If any elected or appointed Committee ceases to function and fails to select a new Committee, the owners of a majority of the improved Lots within the Property may elect a new Committee by signing a written instrument setting forth the names and addresses of the members so elected. The execution of such instrument shall be acknowledged and it shall be recorded in Sacramento County.

3.04 Approval Required. No building or structure of any type shall be commenced, erected or maintained upon any portion of the Property, nor shall any exterior addition to or change or alteration of the improvements be made until professionally prepared plans and specifications, including exterior elevations and building section details, site plan, fence detail, color, roofing and masonry material samples showing the nature, kind, shape, color, height, materials and locations of the same shall have been submitted to and approved in writing by the Architectural Control Committee. The submittal and approval requirement shall also apply to any exterior painting with any color other than the existing color; to the construction, destruction or alteration of any awning, fence or wall; and to location and screening of utility meters.

3.05 Application. No application for approval required under this Article to be submitted to the Architectural Control Committee shall be deemed appropriately submitted unless the addition or alteration is fully described and shown by appropriate professionally drawn plans, specifications and samples of colors and materials, and unless it is accompanied by the design review fee required by subsection 3.06.

3.06 Fee for Review. The Architectural Control Committee shall be entitled to charge a reasonable fee not to exceed TWO HUNDRED FIFTY DOLLARS (\$250.00) in order to defray the time, costs and expense involved in reviewing the materials submitted to it. Should the Architectural Control Committee determine that all or a portion of the materials submitted require re-submittal, it may charge an additional fee to defray

the time, costs and expense involved in reviewing such materials, provided that the applicant is notified of the estimated fee to be charged along with notification that such matters must be resubmitted. Any portion of the fee not used by the Committee to pay for the review time of the professional member of the Committee shall be refunded to the lot owner making such application.

3.07 Submission Date. The request for approval and relevant materials shall be deemed submitted as of the date when the last item required, as herein above referred to in section 3.04, is personally delivered or, if mailed, two (2) days from the date of mailing with postage fully prepaid. Mailing shall be by certified mail return receipt requested. The mailing address of the initial Architectural Control Committee referred to in Section 3.02 above is: Camden Passage Architectural Control Committee, 597 Center Avenue, Suite 150, Martinez, CA 94553, or at such address as the Committee may designate.

3.08 Time for Action. The Architectural Control Committee shall meet at least once each month, and may meet more or less often, as may be necessary, to review complete submitted applications. The Architectural Control Committee shall have one (1) calendar month from the date of delivery in which to notify the applicant in writing of its approval, disapproval, comments or requests for additional materials. In the event that the Architectural Control Committee fails to respond to the application for approval within the one (1) month period, it shall be deemed to have approved the proposal as submitted. Any action or decision of two members shall constitute committee action or decision.

3.09 Standards for Approval. The Committee may disapprove plans and specifications which are in substantial compliance with this Article if, in the good faith exercise of the discretion of the Committee, the Committee determines that the planned structure or structures, or some aspect or portion thereof, is unsatisfactory as to harmony of design with structures in adjacent projects, Camden Passage West Unit No. 2 and 3, as to the quality of workmanship and materials, or as to location with respect to topography and finish grade elevation.

3.10 Enforcement of Architectural Committee. In addition to other enforcement provisions set forth in this Declaration, the Architectural Control Committee shall have enforcement rights with respect to any matters required to be submitted to and approved by it and may enforce such architectural control by any proceeding at law or in equity. In addition, the Architectural Control Committee shall have the authority to order an abatement of any construction, alteration or other matter for which approval is required, to the extent that it has not been approved by the Architectural Control

Committee or that it does not conform to the plans and specifications submitted to the Committee. No work for which approval is required shall be deemed to be approved simply because it has been completed without a complaint, notice of violation, or commencement of a suit to enjoin such work. If any legal proceeding is initiated to enforce any of the provisions hereof, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to the costs of such proceeding.

3.11 Nonliability of Declarant and Committee. Neither Declarant, its successors or assigns, nor the members of the Architectural Control Committee shall be liable in damages to anyone submitting plans to them for approval or to any owner or occupant of land affected by this Declaration, by reason of mistakes in judgment, negligence or nonfeasance arising out of or in connection with the appointment or removal of any Architectural Control Committee member, or the approval or disapproval or failure to approve any such plans. Every person who submits plans to the Architectural Control Committee for approval agrees, by submissions of such plans, and every owner of a Lot within the Property agrees by acquiring title thereto, that he will not bring any action or suit against declarant or any Architectural Control Committee member to recover any such damages.

ARTICLE 4: LIMITATION OF RESTRICTIONS ON DECLARANT.

4.01 Completion and Sale of Development. The exemptions granted by this Article 4 to Declarant shall automatically expire upon the conveyance to an owner of the last portion of the overall properties owned by Declarant or eight (8) years following the most recent issuance by the California Department of Real Estate of an original public report for a portion of the development, whichever occurs first. Declarant and its successors may undertake the work of developing the Property and all or part of the subsequent phase Property. The completion of that work and the sale or other disposal of Lots, parcels and subsequent Phase Properties is desirable from the standpoint of the establishment and welfare of the Property. In order that such work may be undertaken and completed as efficiently as possible, nothing in this Declaration shall be understood and construed to:

4.01(a) Prevent Declarant, its contractors, or subcontractors, builders or developers who Declarant may from time to time designate as entitled to the protection of this Article, from doing on the Properties or any part thereof, whatever is reasonably necessary or advisable in connection with the completion of such work; or

4.01(b) Prevent Declarant or its representatives, or builders or developers designated by Declarant, from erecting, constructing and maintaining on any parts of the property, such structures including, but not limited to, model homes, sales and construction offices both permanent and temporary (trailers) and construction yards, as may be reasonably necessary for the

conduct of its business of completing said work and establishing said Property as a community and disposing of the Property in Lots, Parcels or Units by sale, lease or otherwise including sales offices and model units; or

4.01(c) Prevent Declarant or builders or developers designated by Declarant from conducting development activities on any part of the Property; or

4.01(d) Prevent Declarant or builders or developers designated by Declarant from maintaining such sign or signs on any of the Property as may be desirable for the sale, lease or disposition thereof.

4.02 Creation of Easement. Declarant shall have the right at any time prior to acquisition of title by a grantee to establish additional easements, reservations and rights-of-way to itself, its successors and assigns in any conveyance of the Property or any portion thereof. Declarant or the organization for whose benefit easements, reservations, and rights-of-way have been established shall have the right at any time to cut and remove any trees or branches or any other unauthorized object from such easements, reservations or rights-of-way.

4.03 Use of Camden Passage. Declarant may use this Declaration and the name of this Declaration and the name "Camden Passage" in other subdivisions, projects or businesses, whether or not located adjacent to the Overall Property and may use the name "Camden Passage", provided such name(s) have a distinctive number or other designation so that they are not identical to the names of Overall Property. Consent is hereby given to Declarant and Declarant's assignee to use such names, distinguished as provided by this section, as the name of a corporation, and the State official responsible for the filing of Articles of Incorporation is authorized to permit the filing of Articles of Incorporation using such names.

4.04 Architectural Control. Improvements by Declarant or its affiliates on or to the Overall Property or any portion thereof do not require approval of the Architectural Control Committee. Affiliates shall include any member of Declarant and any entity in which any member of Declarant has an interest.

4.05 Amendment of Plan. Declarant may, from time to time as it deems fit, amend its plans for the Overall Property, combine or split Lots or Parcels, and apply for changes in the development agreement, changes in zoning, use and use permits, for any property within the Overall Property.

4.06 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

4.07 Amendment. The covenants and restrictions of this declaration shall run with and bind the land for a term of thirty-five (35) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument executed and acknowledged by a majority of the owners has been recorded revoking this provision for automatic extension. This Declaration may be amended by the vote or written consent of not less than fifty-one percent (51%) of the record owners of Lots within the Property, each Lot being entitled to exercise one (1) vote.

ARTICLE 5: MORTGAGE PROTECTION

No breach of any of the foregoing covenants and restrictions shall cause any forfeiture of title or reversion, or bestow any rights of re-entry whatsoever but violation of any one or more of these covenants or restrictions may be enjoined or abated by Declarant, its successors and assigns, including individual residence owners within the Properties by action of any court of competent jurisdiction, and damages may also be awarded against such violations; provided, however, that any such violation shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said property or any part thereof, but said covenants and restrictions shall be binding upon and effective against any owner of said property, or portion thereof, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.


ARTICLE 6. TERMINATION OF ANY RESPONSIBILITY OF DECLARANT

In the event Declarant shall convey all of its rights, title and interest to any partnership, individual or individuals, corporation or corporations, in and to the real property described herein, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set their hand this 3rd day of August, 1990.

CITATION NORTHERN, a California Corporation


By:


Philip Kamerer
Vice President -
Land Acquisition & Development

Acting at the direction of Citation Northern, a California corporation, the undersigned, being the Holders of record title to the property subject to this Declaration, hereby joins in the execution of said Declaration this 6th day of August, 1990.

STEWART TITLE OF SACRAMENTO, A CALIFORNIA CORPORATION PURSUANT TO HOLDING AGREEMENT.

By:



STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA ss.



On this 3rd day of August, 1990, in the year before me,

Connie Tomlinson, a Notary Public, State of California, duly licensed and sworn, personally appeared Philip Kamerer,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as V.P. Land Acquisition & Development or on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City of Martinez County of Contra Costa, on the date set forth above in this certificate.

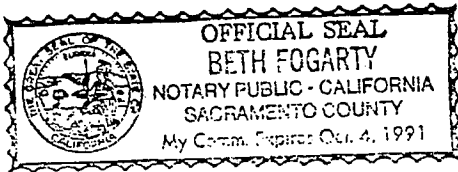
Connie Tomlinson
Notary Public, State of California

My commission expires 10/4/91

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Cowdery's Form No. 28 — Acknowledgement to Notary Public — Corporation (C. C. Secs. 1190-1190.1) — (Rev. 1/83)

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO ss.



On this 6th day of August, 1990, in the year before me,

Beth Fogarty, a Notary Public, State of California, duly licensed and sworn, personally appeared Robert H. Baker,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as President or on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sacramento, on the date set forth above in this certificate.

Beth Fogarty
Notary Public, State of California

My commission expires 10/4/91

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EXHIBIT "A"

All that real property situate in the County of Sacramento, State of California, being more particularly described as follows:

Lots 1 through 112, inclusive, as shown on the "PLAT OF CAMDEN PASSAGE WEST UNIT NO. 5", recorded in Book 194 of Maps, Map No. 12, records of said County.