

NOTICE

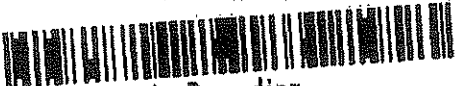
“If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.”

Recording requested by:

CAMBRIDGE (Machado), L.P.

When recorded, mail to:

CAMBRIDGE HOMES
c/o Belan Kirk Wagner
WAGNER, KIRKMAN, BLAINE & YOUMANS
1792 Tribute Road, Suite 450
Sacramento, CA 95815


Sacramento County Recording
Mark Norris, Clerk/Recorder
BOOK 20040914 PAGE 2240
Tuesday, SEP 14, 2004 2:44:48 PM
Tel Pd \$24.00 Nbr-0003082535
KPM/35/1-5

Space above this line for recorder's use only

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

MACHADO DAIRY

WHEREAS, the undersigned (collectively, the "Declarant") are the owners of all of real property in the City of Elk Grove ("City"), State of California, described in Exhibit A attached hereto (the "Property"); and

WHEREAS, it is the desire of the undersigned owners to impose salutary and desirable covenants, conditions and restrictions upon the use of the Property for the benefit of any and all persons owning all or a portion of the Property.

NOW, THEREFORE, said undersigned owners do hereby declare that the Property and each residential lot and residential plot contained therein is held and shall be conveyed subject to the covenants, conditions and restrictions (the "Declaration") hereinafter set forth, as follows:

PART A
RESIDENTIAL AREA COVENANTS

A-1. **LAND USE AND BUILDING TYPE.** All lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than four cars per dwelling unit.

A-2. **ARCHITECTURAL CONTROL.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the City as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade evaluation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

A-3. **DWELLING QUALITY & SIZE.** All dwellings shall be a quality of workmanship and materials substantially the same or better than homes of comparable size located in the neighborhood surrounding the Property. All dwellings shall have a minimum square footage of 2300 square feet, excluding garage.

A-4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lines or nearer to the side street line than the minimum building setback lines as required by the City. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

A-5. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

A-6. ANTENNAS. No external antenna of any kind will be set up on any lot or on any house (except for satellite dishes no larger than 18" in diameter).

A-7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tents, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

A-8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign not more than one square foot, one sign of not more than five square feet advertising the Property for sale or rent, or signs used by a builder to advertise the Property during the construction and sales period.

A-9. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except for dogs, cats, or other household pets provided that they are not kept, bred, or maintained for any commercial purpose.

A-10. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

A-11. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways, shall be permitted to remain on any corner lot within the triangular area formed by the Street property lines and a line connecting them at points 25 feet from the intersection of the street line, or in case of a rounded property corner from the intersection of the street property lines extended. The same sight limitations shall apply on any lot within 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 distance of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of sight lines.

A-12. PRESERVATION OF VIEW. No tree, shrubbery or other obstruction (i.e. satellite dish) of any kind shall be planted, erected or maintained on any lot in such a manner as to unreasonably obstruct or interfere with the view obtainable from the building plot for the principal residence of any other lot.

A-13. SOLAR EASEMENT. No property owner shall maintain on his particular lot any structure or landscaping which obstructs the right of his adjacent owners to receive reasonable amounts of solar energy.

A-14. EASEMENTS FOR UTILITIES AND DRAINAGE. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision map for the Property in the City. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of a lot, except for the improvements for which a public authority or utility company is responsible.

A-15. SEWAGE DISPOSAL SYSTEM. No individual sewage disposal system shall be permitted on any lot.

A-16. AUTOMOBILE, BOAT AND TRAILER STORAGE. No trailer, boat, camper, camper shell, house trailer, motor home, recreational vehicle or any automobile in non-operable condition shall be parked, left or stored upon any lot for more than 24 hours unless the same is parked, left or stored in a garage or other enclosures sufficient to screen such automobile, trailer or camper from view from all public streets. No boat of any kind shall be parked, left or stored in a garage or other enclosures for more than 36 hours unless the same is parked, left or stored so that the same will not be open to view from public streets. Large vehicles shall not be parked in the subdivision. Local authorities may tow at owner's expense any vehicles in violation of this restriction. Provided further, that the vehicles mentioned above shall not be dismantled, overhauled or otherwise worked upon in such a manner on any residential lot, that it would become an eyesore to any occupant of the subdivision.

A-17. COMMERCIAL VEHICLES. No commercial vehicle exceeding three-quarter (3/4) of a ton shall be kept or stored upon any lot unless such vehicle is kept or stored in an enclosed garage when not in use. No commercial vehicle owned or in the possession or under the control of any resident or occupant in the project shall be parked overnight in any street within said subdivision. "Commercial vehicle" for this purpose shall include, but not be limited to, any truck, pickup, van, bus, tractor, station wagon, taxi, automobile, or other vehicle used primarily for business or other commercial purposes as distinguished from vehicles used primary for transportation of persons other than for hire or other than for business or other commercial purpose.

A-18. GARAGE CONVERSIONS. No owner of a lot shall convert the garage which is attached to the residential family structure on the lot to a family room, living room, bedroom, or other such room which would normally be considered living area for the owner; provided, however, that this shall not prohibit the placement of a washer, dryer, freezer, or other such appliance in such garage.

A-19. LANDSCAPING. Every owner of a lot or parcel within the Property shall landscape and be responsible for maintaining in good and attractive condition, landscaping, on those portions of the lot or parcel which are visible from any street within the Property. It is the intention of these conditions to encourage attractive landscaping on each lot, providing for individual landscape architecture and maintenance programs, which will preserve property value.

PART B
GENERAL PROVISIONS

B-1. TERMS. All of the restrictions, conditions, covenants and agreements shall affect all of the lots as hereinabove set forth and are made for the direct and reciprocal benefit thereof, and in furtherance of a general plan for the improvement of said tract, and the covenants shall attach to and run with the land. Said restrictions, conditions and covenants shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years, at which time they shall be automatically extended for successive periods of five (5) years; provided, however, that such restrictions, conditions, covenants and agreements, or any of them may be supplemented, amended, changed or rescinded in any or all particulars at any time after the first anniversary after Declarant no longer owns any residential lot, by the owners of fifty-one percent (51%) of the residential lots within the Property, evidenced by an instrument in writing executed by the said owners and duly recorded in the office of the Sacramento County Recorder ("County Recorder"). Such recordation shall be valid and binding. This Declaration cannot be amended in a manner which would materially reduce the responsibility of the Architectural Control Committee to approve or disapprove plans and specifications as set forth in paragraph A-2, above, without the prior written consent of the City of Elk Grove.

B-2. ENFORCEMENT. If the parties hereto, or their successors shall violate or attempt to violate any of the covenants herein before or during any of the extended periods for which they are in force, it shall be lawful for any person owning any real property subject thereto, to prosecute any proceedings at law or in equity against the person or person violating or attempting to violate any such covenants, or either to prevent him or them from so doing or to recover damages or other dues for such violation. In any legal proceeding for the enforcement of the instrument, the prevailing party shall be entitled to reasonable attorney's fees.

B-3. SUBORDINATION. It is further proved that a breach of any of the conditions contained herein shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the encumbered lot or any part thereof.

B-4. SEVERABILITY. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set this hand and seal this 3RD day of April, 2004.

CAMBRIDGE (MACHADO), L.P.,
a California limited partnership

By: CAMBRIDGE COMMUNITIES, LLC,
a California limited liability company

By:


CHRIS STEVENS

Its: Managing Member

The instrument is delivered to the Recorders office as an accommodation, by Stewart Title of Sacramento, for physical convenience only. It has not been examined as to its validity, execution or its effect upon title, if any.

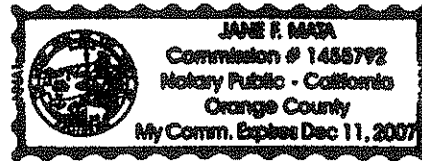
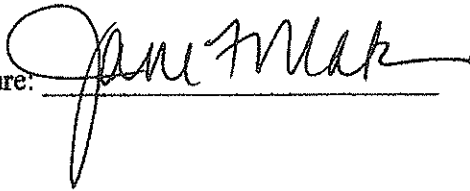
STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

On May 14, 2004, before me, Christopher Stevens, personally appeared personally know 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 executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____



STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

On _____, before me, _____, personally appeared personally know 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 executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 through 67, inclusive and Lots 184 through 207, inclusive, as shown on the map of Machado Dairy Unit 1 recorded in the office of the Recorder of Sacramento County on March 25, 2003, in Book 313 of Maps, Map No. 5.

PTN OF APN: 132-0050-041, 046, AND 047