

SUBDIVISION PERFORMANCE BOND

WHEREAS, the Board of Supervisors of the County of El Dorado, State of California, and CAMERON GLEN ESTATES, LLC, a California Limited Liability Company, hereinafter designated as "Principal", have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated 2004, and identified as project CAMERON GLEN ESTATES, UNITS No. 3 & 4, is hereby referred to and made a part hereof; and

WHEREAS, Said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, WE, the Principal, and DEVELOPERS SURETY AND INDEMNITY COMPANY, hereinafter designated as "Surety", are held and firmly bound unto the County of El Dorado, hereinafter designated as "County", in the penal sum of One million, two hundred forty thousand, seven hundred forty-two Dollars (\$1,240,742.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation are such that if the above bound Principal, his or its heirs, executors and administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of El Dorado, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of El Dorado in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 29TH day of APRIL, 2004.

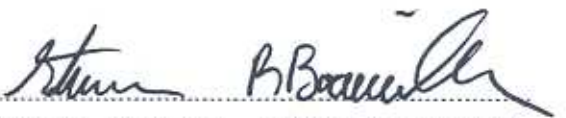
PRINCIPAL:

CAMERON GLEN ESTATES, LLC
a California Limited Liability Company

By: 
JOSEPH H. JAOUDI, Chairman & CEO

SURETY:

DEVELOPERS SURETY AND INDEMNITY COMPANY

By: 
STEVEN R. BONILLA, ATTORNEY IN FACT