

Recorded at request of
Inter County Title
107 419
When recorded mail to
Thomas II Porter
#1 Wiverly Court
Alamo, Calif 94507

INTER-COUNTY TITLE CO
Dec 5 410 PM 1975

AMENDMENT OF DECLARATION OF
RESTRICTIONS OF SIERRA SPRINGS
UNIT NO. 24

WHEREAS, THOMAS H. PORTER and PEGGY A. PORTER, husband and wife are the owners of that certain land situate in the County of El Dorado, and being commonly known as SIERRA SPRINGS SUBDIVISION-UNIT NO. 24, filed for record on October 22, 1975, in Map Book F, Map No. 54, and

WHEREAS, on October 22, 1975, the said THOMAS H. PORTER and PEGGY A. PORTER caused to be filed a Supplementary Declaration of Restriction's on said SIERRA SPRINGS UNIT NO. 24 same being of record in Book 1355 of Official records of El Dorado County at Page 481, and

WHEREAS, Paragraph 6 of said Restrictions set forth a paragraph as to the building limitations of the dwelling houses to be constructed on said lands in said Subdivision; and

WHEREAS, the said Declarants do so desire to revamp and correct said Paragraph 6 of the building limitations set forth in said Restrictions recorded on October 22, 1975 in Book 1355 of Official Records of El Dorado County at Page 481; and

WHEREAS, Declarants hereby declare that said Paragraph 6 as set forth in said Restrictions are hereby corrected as follows:

"6. BUILDING LIMITATIONS

No permanent dwelling house shall be constructed or maintained upon any portion of said property, or any of said lots, with less than 600 square feet of living area on the main floor of such house, nor shall any building be constructed or maintained on any portion of the said property, or any of such lots which is intended for occupancy or occupied as a dwelling, unless there be constructed and maintained in connection therewith a septic tank of a type, and in a location approved by the health authorities and by the Architectural Committee. In no event shall sewage or waste of any nature be discharged directly or indirectly into any creek, pond, watercourse, or dry wash.

WHEREAS, said paragraph set forth hereinabove shall be construed to be incorporated as though set forth in the original

Restrictions, and in addition thereto all covenants, conditions and restrictions as set forth in said original Restriction: shall remain in full force and effect.

IN WITNESS WHEREOF, we have set our hands this 28th day of November, 1975

THOMAS H. PORTER

PEGGY A. PORTER

STATE OF CALIFORNIA)
 :
COUNTY OF EL DORADO)

On November 28th, 1975, before me, the undersigned, a Notary Public, State of California Duly commissioned and sworn, personally appeared THOMAS H. PORTER and PEGGY A. PORTER, Known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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.

Notary Public, State of California

LOIS E WILSON
NOTARY PUBLIC
EL DORADO CO CALIFORNIA

Recording Requested by

EL DORADO COUNTY

INTER-COUNTY TITLE CO.

When recorded mail to:

Thomas H. Porter
#1 Waverly Court
Alamo, Ca 94507

SUPPLEMENTARY DECLARATION OF
RESTRICTIONS - SIERRA SPRINGS UNIT 24

Whereas, Thomas H. Porter and Peggy A. Porter (Declarant " hereinafter) is the owner of that land in El Dorado County delineated on that map of said property filed in the office of the County Recorder on 10-22-1975 in Map Book F, Map No. 54, El Dorado County Records, and known as Sierra Springs Subdivision Unit No. 24 (said land being hereinafter sometimes referred to as "Unit No. 24" and/or as "said property") and Whereas, their predecessors in interest, Angeles-Capital Company and Shareholders Real Estate Programs, Inc., have previously filed such declaration covering Units 1, 2, 3, 4, 21, 22, & 23; and it is the purpose of this supplementary declaration to subject the lots in Unit 24 to the same controls (except as otherwise hereinafter provided) as to use and development as the lots in Units 1, 2, 3, 4, 21, 22, 23 and 24 it is therefore the intention of the owner to sell the lots in Unit 24 and to impose on them mutual, beneficial restrictions under a general plan or scheme of improvement for the benefit of all said property in the tract and the future owners of those lots, and also for the benefit and protection of owners in Units 1, 2, 3, 4, 21, 22, 23 & 24 and in the additional land which may be annexed hereto subject to Section 3 hereof. NOW, therefore, declarant hereby declares that all of the said property described above is held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, conditions, and covenants, all of which are declared and agreed to be in furtherance of a plan established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the said property and every part hereof. All of the limitations, restrictions, conditions, and covenants shall run with the land "i.e., said property" and shall be binding on all parties having any right, title, or interest herein.

1. PURPOSE OF DECLARATION

The general purpose of these restrictions is to regulate by careful planning and controls the development and use of the lots in Sierra Springs, so that upon completion the subdivision will be beautiful, safe, convenient, and enjoyable place to live, to the benefit of the individual lot owners and the community at large, Accordingly, Declarant declares that said property is, and shall be, held, transferred, sold, conveyed, used, and occupied subject to the covenants, restrictions, servitudes, easements, liens, and charges hereinafter set forth.

More particularly, it is intended by those restrictions to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to guard preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to obtain harmonious color schemes to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots to prevent haphazard and inharmonious improvements of lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provide adequately for high quality improvements, and thereby to enhance the value of the lots.

2. DEFINITION OF TERMS

2.1 Dwelling House. The words "Dwelling House" and outbuilding" wherever used in this declaration shall be deemed and construed to include both the main portion of such structure and all projections therefrom, such as bay, bow or oriel windows, exterior chimneys, covered porches, or porticos, and the like, including any garage incorporated in or forming a part thereof, but shall not include the eaves or such structures, nor any open pergola, nor any uncovered porch, stoop, or steps, or balustrades, the sides of which do not extend more than three (3) feet above the level of the ground floor of said building.

2.2 Lot. The word "Lot" wherever used in this declaration means and refers to one of the numbered lots of said property described in the first paragraph hereof, as shown on the map referred to therein. The numbers following the word "lot" refer to the particular lot or lots or lots so numbered on the aforesaid map.

2.3 Said Map. The word "said Map" wherever used in this declaration means and refers to the map referred to in the first paragraph hereof.

2.4 Said Property. The term "said Property" wherever used in this declaration means and refers to the property described in the aforesaid first paragraph hereof.

2.5 Setback. The term "setback" wherever used in the declaration means the distance between the dwelling house or other structure referred to and the given street or side or rear lines of the particular lot.

2.6 Street. The word "street" wherever used in this declaration means and refers to any street, highway, or other thoroughfare shown on said map, or contiguous to the real property designated on said map, whether designated thereon as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, land, or otherwise.

2.7 Plots. The word "plot" wherever used herein refers to as individual site for a residence, together with the grounds in connection therewith, whether composed of one or more lots or portions or combinations thereof (as said term "lot" defined above).

2.8 Association. The word "association" wherever used in this declaration refers to Sierra Springs Owners Association, a corporation organized under the laws of the State of California.

3. ANNEXATION OF ADDITIONAL PROPERTIES-MEMBER OF ASSOCIATION

3.1 Consent of Members. Annexation of additional property shall require the assent of 2/3% of the Class A members and 2/3% of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than seven (7) days ~~nor more than sixty (60) days~~ in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast 50% of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be at least 25% of the voting power. Any such subsequent meeting shall be held not less than forty-eight (48) hours nor more than thirty (30) days following the preceding meeting. In the event that 2/3% of the Class A membership or 2/3% of the Class B membership, if any are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

3.2 Consent Unnecessary. If within three (3) years from the date of the last public report the Declarant should develop additional lands within the area shown on the plot attached hereto as Exhibit "A", such additional lands may be annexed to said property without the assent of the Class A members provided however, that the development of the additional lands described in this section shall be in accordance with a general plan of development submitted to the County of El Dorado.

3.3 Procedure. The additions authorized under the foregoing Sections shall be made by filing of record a supplementary Declaration of Covenants, conditions and Restrictions, or similar instrument, with respect to the additional properties which shall extend the scheme of this declaration to such properties.

Such Supplementary Declarations contemplated above may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of the Declaration. In no event, however, shall any such Supplementary Declarations, merger or consolidation, revoke, modify or add to the covenants established by this Declaration within said property, except as hereinafter otherwise provided.

4. USES PROHIBITED AND PERMITTED

4.1 Residential Use Only. Said property, and all lots or plots located therein are hereby declared to be residential in character, and shall not be used for any purpose or purposes other than residence purposes.

4.2 Height Limit. No structure, more than two stories in height, shall be erected, constructed or maintained on said property. For the purpose of this paragraph, a basement shall not be considered a story.

4.3 Construction. When the construction of any building on any lot is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable time. No building shall be occupied during construction, or until made to comply with all requirements of this declaration.

4.4 No Temporary Dwellings. No outbuildings, garage, shed, shack, tent, trailer or temporary building of any kind shall be erected, constructed, permitted, or maintained on any lot prior to commencement of the erection of a dwelling house, and no outbuilding garage, shack, shed, tent, trailer, basement, or temporary building shall be used for permanent or temporary residence purposes.

4.5 Association Excepted. The Association, being an association of owners and occupants of said property and of other properties in the general vicinity, and existing for the benefit of its members and said property, and said other properties, shall have the right to conduct its business connected with said property, and said other properties, and to do all things that may be necessary or convenient in furtherance of its purposes upon any part or parts of said property owned or controlled by it, including the construction, owning, leasing, or otherwise maintaining of a community clubhouse and firehouse, the erection of which is hereby expressly made an exception to the restrictions for dwelling houses as contained herein.

4.6 No Commercial Activity. No trade or commercial or manufacturing enterprise or activity of any kind or nature shall be carried on or conducted upon said property, or upon any lot or plot therein located, nor shall any act or thing be done or performed thereon which may be or become an annoyance or nuisance to the neighborhood.

4.7 No Nuisance. 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, violation of any of these restrictions shall constitute a nuisance and shall be subject to abatement.

4.8 Motor Vehicles Restricted. No driveways, roadways, trails, greenbelt areas, parking areas, or any other area within the subdivision or adjacent recreational areas under the control of the Association shall be at any time be used by lot owners, their guests, or anyone else, for the purpose of riding motorcycles, motorbikes, minibikes, trail bikes, dune buggies, or any other motor vehicles whatsoever provided, however, that this shall not prevent the normal use of the roadways and driveways for normal transportation only by conventional automobiles or trucks, driven only upon the roadways and for transportation purposes only, in a lawful manner so as not to disturb other residents by noise or speed. In no event is any road or other area to be used at any time by any form of motor vehicle for purposes of sport and recreation.

4.9 Trash, Garbage, etc. No lot or plot 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 incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

4.10 Signs. No sign of any kind more than one square foot in area shall be displayed to the public view on any lot provided, however, this restriction shall not apply to signs used by declarant to advertise the property during the sales period.

5. ARCHITECTURAL CONTROL

5.1 Architectural approval. No building, fence, wall, or other structure shall be commenced, erected or maintained upon the said property, nor shall any exterior addition or change or alteration therein including patio covers and antennas, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to an approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee provided for in Section 2 hereof. In the event said Committee or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

5.2 Appointment of Architectural Committee. The Declarant shall initially appoint the Architectural Committee, consisting of not less than three (3) members, who shall remain in office until: (a) three (3) years from the date of the most recent public report, or (b) ninety (90) per cent of the lots in the said property and the lots in the real property annexed hereto, pursuant to Section 3 hereof, have been conveyed, whichever shall first occur. From and after such time or event, as the case may be, the Architectural Committee shall be composed of the Board of Directors of the Association or by three (3) or more representatives appointed by the Board, who need not be members of the Association. In the event of the death or resignation of any member of the Committee prior to the time when the Board of Directors of the Association is vested with, authority the Declarant shall have the right to appoint such member's successor.

5.2 Clearances. A building shall be placed on a lot so that there shall at all times be adequate clearance of hazardous flammable vegetative cover, protecting the structure from fire hazard, and each lot owner shall comply with all applicable federal, state, county, and local laws, ordinances and regulations.

6. BUILDING LIMITATIONS

No permanent dwelling house shall be constructed or maintained upon any portion of said property, or any of said lots, with less than 600 square feet of living area on the main floor of such house, except that, with written approval of the Architectural Committee, less than 600 square feet may be allowed, nor shall any building be constructed or maintained on any portion of the said property, or any of such lots which is intended for occupancy or occupied as a dwelling, unless there be constructed and maintained in connection therewith, a septic tank of a type, and in a location approved by the health authorities and by the Architectural Committee. In no event shall sewage or waste of any nature be discharged directly or indirectly into any creek, pond, watercourse, or dry wash.

7. CONSTRUCTION TIME

The exterior of any dwelling house, garage or outbuilding to be erected upon any lot, or portion of said property, shall be completed within two (2) years after the foundations for said house, garage or building shall have been laid or constructed.

8. SETBACKS

No building shall be erected on any lot or building plot nearer than twenty-five (25) feet to the front street line, nor shall any building be erected on any lot or building plot nearer than ten (10) feet to any side or rear lot line, without the written consent first had and obtained from Declarant, its nominee, successor or assign.

The building shall be placed on the lot so that there shall at all times be adequate clearance of hazardous flammable vegetative cover, protecting the structure from fire hazard, and each owner shall comply with the law of California with respect to such clearance.

9. NO RESUBDIVISION

No lot, after its sale and conveyance by the Declarant, shall be re-subdivided.

10. EASEMENTS

The areas designated on the final map of Sierra Springs Unit 23, as described in the first paragraph hereof, are reserved to Declarant, its successor and assigns, for use and maintenance of access avenues, utility easements and/or riding and hiking trails and other recreational purposes or facilities.

11. TREE CUTTING

The right is also reserved by the Declarant or its assigns to enter upon any of said lots for the purposes of treating or removing trees when shown to be infected by a disease or insect of common danger to the immediate or adjacent areas.

Any trees, bushes, shrubs, or other vegetation which is cut shall within a period of thirty (30) days after the cutting be burned, removed from the premises, or thoroughly sprayed in a manner approved by the California Division of Forestry: provided no burning shall take place without a burning permit.

12. OWNERS ASSOCIATION

12.1 Membership. Every person or entity who is a record owner of a lot which is subject by covenants of record to assessment by the Association shall be a member of the Sierra Springs Owners Association, a non-profit corporation comprised of owners of parcels in said property and in other parcels which may be annexed hereto pursuant to Section 3 and adjacent areas which Declarant has developed, or proposes to develop in the future, the purpose of which is to operate, maintain, develop and construct recreational facilities for the use of the parcel owners.

All parcel owners must become and remain members of the Association and comply with the Articles. By-laws and Regulations duly adopted by it. One person who owns several parcels must pay a full membership assessment on each parcel owned, but in no event is one parcel, regardless of how many owners it may have, entitled to more than one voting membership. Membership is appurtenant to and may not be separated from ownership of a parcel.

12.2 Voting Rights. The Association shall have two (2) classes of voting membership.

Class A: "A" members shall be all those owners described in 12.1 herein, with the exception of the Declarant. Class A members shall be entitled to one vote for each parcel.

Class B: The Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to three (3) votes for each lot in which it holds the interest required for membership: provided that the Class B membership shall cease and be converted to Class A membership two (2) years from the date of last public report

12.3 Dues and Assessments. All sums payable to Sierra Springs Owners Association, as dues or assessments shall be considered delinquent when not paid for more than thirty (30) days after date due, and the Declarant or its assigns may, at their discretion, record a lien against the individual parcel of the delinquent members, and may institute foreclosure proceedings substantially as provided in Section 1356 of the Civil Code of the State of California, or take other action as authorized by the Articles, By-laws, or Regulations of the Association.

13. AMENDMENT OF RESTRICTIONS

When 80% of the parcels in said property have been sold, the Restrictions affecting said property may be amended by a vote of 75% of the parcel owners, each parcel being entitled to one vote only, and each owner of more than one parcel being entitled to one vote for each parcel.

14. DURATION OF RESTRICTIONS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive period of ten (10) years, unless an instrument signed by majority of the then owners of the parcels has been recorded, agreeing to change the covenants in whole or in part.

15. SEVERABILITY

Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

16. EXCEPTIONS DURING DEVELOPMENT

Notwithstanding any of the foregoing provisions, Declarant (or its successors or assigns) may at any time during the course of development and sale of parcels in this or in any subsequent units of Sierra Springs erect and maintain sales or business offices on said property and other-wise use said property as may be necessary or convenient for the construction, development and sale of parcels in this or any subsequent unit, and such use, of land shall not be deemed to violate the residential use restriction of any other provision of this Declaration.

17. RIGHTS OF LIEN HOLDER

A breach of any of the provisions, conditions, restrictions, covenants, easements, or reservations herein contained shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any of said parcels or improvements thereon: provided, however, that any subsequent owner thereof, shall be bound by the said provisions, conditions, restrictions, covenants, easements and reservations, whether such owner's title was acquired by foreclosure or at a trustee's sale or otherwise.

DATED: October 21, 1975

THOMAS H.PORTER

PEGGY A. POTTER