

SUPPLEMENTAL

Note: These documents have been DECLARATION OF RESTRICTIONS retyped. Original copies are in the office.

SIERRA SPRINGS UNIT NO. 25

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 May 5 1976, 1976, in Map Book F, Map No. 59, El Dorado County Records, and known as Sierra Springs Subdivision Unit No. 25, (said land being hereinafter sometimes referred to as "Unit No. 25" 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, and 23; and

WHEREAS, Thomas H. Porter and Peggy A. Porter, the Declarant herein has previously filed such Declaration covering Unit 24; except as provided in Supplementary Declaration of Restrictions of Sierra Springs Unit No. 4; and

WHEREAS, it is the purpose of this Declaration to subject the lots in Sierra Springs Subdivision Unit No. 25 to the same controls (except as otherwise hereinafter provided) as to use and development as to 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 25 and to impose on them the 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 the owners in Units 1, 2, 3, 4, 21, 22, 23, and 24 and any 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 thereof. 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 therein.

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 enhance the value of the lots.

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 or 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, 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 Plot. The word "plot" wherever used herein refers to an 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" is 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-MEMBERS 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 plat attached hereto as Exhibit "A", such additional lands within the area shown on the 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.

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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 outbuilding, garages, 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 constructions, 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 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, and 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 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 and same 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 additions 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 and approved, in writing, as to the 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.

5.3 Clearance. A building shall be placed on a lot so that there shall be, at all times, 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.

6.1 Dwelling Area and Septic Tank. 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

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 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 foundation 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 resubdivided.

10. EASEMENTS

The areas designated on the final map of Sierra Springs Unit No. 25, 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 purpose 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 shall be 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 Sierra Springs Owners Association, a non-profit corporation comprised of owners of lots in said property and in other lots 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 lot owners.

All lot 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 lots must pay a full membership assessment on each lot owned, but in no event is one lot, 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 lot.

12.2 Voting Rights. The Association shall have two 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 lot.

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 lot or lots 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 Articles, By-laws, or Regulations of the Association.

13. AMENDMENT OF RESTRICTIONS

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

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 a majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part.

15. SEVERABILITY

Invalidation of any one of these covenants by judgment 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 lots in this or in any subsequent units of Sierra Springs Subdivision erect and maintain sales or business offices on said property and otherwise use said property as may be necessary or convenient for the construction, development and sale of lots in this or any subsequent unit, and such use of the land shall not be deemed to violate the residential use restriction or any other provisions of this Declaration.

