

RECORDING REQUESTED AND  
WHEN RECORDED MAIL TO:

024320

Sierra Springs Owners Association  
4240 Sierra Springs Drive  
Pollock Pines, Ca 95726

Official Records  
El Dorado County-Calif  
RECORD REQUESTED BY:  
ATTORNEYS

May 10 11 46 am '60  
Dorothy Carr  
COUNTY RECORDERS

AMENDED DECLARATION OF RESTRICTIONS  
SIERRA SPRINGS  
UNITS 1, 2, 3, AND 4

WHEREAS, Angeles-Capital Company, as developer, imposed Declarations of Restrictions on certain real property as follows: Unit No. 1 – a Declaration of Restrictions recorded in Book 940, Page 120- 127; Unit No. 2 – a Supplementary Declaration of Restrictions, recorded in Book 985, page 146 – 154; Unit No. 3 – a Supplementary Declaration of Restrictions in Book 1010, Page 267 – 274; Unit No. 4 – a Supplementary Declaration of Restrictions recorded in Book 1045, Page 717 –724, Office of the El Dorado County Recorder, El Dorado County, California; and

WHEREAS, said Declarations of Restrictions provided that they might be amended by a vote of 75% of the Lot owners of said real property; and

WHEREAS, SIERRA SPRINGS OWNERS ASSOCIATION, a California non-profit corporation (hereinafter referred to as "Association" and "Declarant"), which is comprised of all owners of said Lots, has caused to be conducted a vote to approve the adoption of these Amended Declarations of Restrictions in order to adapt the original Declarations of Restrictions to the circumstances existing within the real property at this time; and

WHEREAS, on April 29, 1988, the Superior Court in and for the County of El Dorado (\case No. 50901), issued its Order pursuant to California Civil Code Section 1356 that this Amended Declaration has been validly adopted and approved based upon the affirmative vote of more than 51% of the owners of Lots in Units 1, 2, 3 and 4;

NOW THEREFORE, the Association declares that all fo the 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 protecting the value, desirability and attractiveness of the lands and every part thereof.

All of the limitations, restrictions, conditions and covenants shall run with the land and shall be binding on the parties having acquired or hereafter acquiring any right, title, or interest in the described lands or any part thereof.

## 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 a beautiful, safe, convenient, and enjoyable place to live, to the benefit of the individual Lot owners and the community at large. Accordingly, the Association 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 these restrictions to protect the owners of Lots against such improper use of surrounding Lots as will depreciate the value of their property; to 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 thereon on Lots; to prevent haphazard and inharmonious improvements on 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 structures and all projections therefrom, such as bay, bow or oriel windows, exterior chimneys, covered porches, or portices, and the like, including any garage incorporated in or forming any part thereof; but shall not include the eaves of 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 land described in the first paragraph hereof, as shown on the maps referred to therein. The numbers following the word "Lot" refer to the particular Lot or Lots so numbered on the aforesaid maps.

2.3 Said Map. The term "Said Map" wherever used in this Declaration means and refers to the maps 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 this 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 Maps, or contiguous to the real property designated on Said Maps, whether designated thereon as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, 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 non-profit corporation organized under the laws of the State of California.

### 3. ANNEXATION OF ADDITIONAL PROPERTIES - MEMBERS OF ASSOCIATION

Annexation of additional properties shall require the assent of 2/3 of a quorum at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than seven (7) nor more than sixty (60) days in advance of the meeting. The presence of members or of proxies of members in good standing entitled to cast 35% of the votes shall constitute a quorum. If the quorum is not forthcoming, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at such subsequent meeting shall be at least 25% of the voting power. Any subsequent meeting shall be held not less than forty-eight (48) hours nor more than thirty (30) days following the preceding meeting.

### 4. USES PROHIBITED AND PERMITTED

4.1 Residential Use Only. No Lot shall be used except for residential purposes in accordance with such uses as set forth in Section 9411, Regulations for R1 Districts of the El Dorado County Department of Planning as these regulations now exist or may hereafter be amended.

4.2 Dwellings and Garages. No building other than a detached single family Dwelling House and appurtenant garage for private use shall be erected, constructed or maintained on Said Property, nor shall any building constructed or erected on Said Property be used for any purpose other than a private Dwelling House or appurtenant garage for private use. A storage shed may be erected or constructed upon approval by the Architectural Committee.

4.3 Height Limit. No Dwelling Houses or garage, more than two (2) stories in height, shall be erected, constructed or maintained on Said Property. For the purposes of this paragraph, a basement shall not be considered a story.

4.4 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.

4.5 Temporary Dwellings. No temporary building, garage, shack, tent or trailer shall be permitted during construction of a house, shed or garage. However, under specific circumstances and upon written application to, and approval by the Architectural Committee, approval may be given for use of a housetrailer or motorhome for a limited time.

4.6 Association Excepted. The Association, being an Association of the 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 other said 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, the erection of which is hereby expressly made an exception to the restrictions for Dwelling Houses as contained herein.

4.7 No Commercial Activity. No trade or commercial or manufacturing enterprise or activity, other than those as set forth in Section 9411, Regulations for R1 Districts of the El Dorado County Department of Planning, 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 and would change the residential quality of the development.

4.8 No Livestock, etc. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

4.9 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; violation of any of these restrictions shall constitute a nuisance and shall be subject to abatement.

4.10 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 at any time be used by Lot owners, their guests or anyone else, for the purpose of riding motorized vehicles; provided however, that this shall not prevent the normal use of the roadways and driveways for normal transportation only, by conventional automobiles, trucks or motorcycles driven 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 anytime by any form of motor vehicle for purposes of sport and recreation.

4.11 No Storage On Lots. No building materials or other substances shall

be piled, placed or otherwise stored on such portion of any Lot or Plot after the completion of the residence thereon; however, storage of building materials during construction of a Dwelling House, garage or shed may be allowed upon written application to, and approval by, the Architectural Committee. No automobile, truck, or other vehicle or equipment may be parked or left on any area thereof except the driveway, nor shall any house trailer, truck, or other commercial-type vehicle be stored upon the driveway for a period in excess of forty-eight (48) hours. Upon written application to, and approval by the Architectural Committee, storage of a truck, motorhome, trailer or boat on the Lot, may be allowed if found to be consistent with the aesthetic standards of the surrounding area.

4.12 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.

4.13 Signs. No sign of any kind more than one (1) square foot in area shall be displayed to the public view on any Lot provided, however, this restriction shall not apply to signs used to advertise the property for sale.

4.14 Satellite Dish Antenna. Installation of a satellite dish antenna may be allowed upon written application to, and approval by the Architectural Committee.

## 5. ARCHITECTURAL CONTROL

5.1 No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alternation therein, including patio covers, 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 harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee provided for in Section 5.2. 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 Board shall appoint the Architectural Committee, consisting of not less than three (3) members, who shall remain in office for one (1) year, unless they are re-appointed by the Board after the Annual Meeting.

5.3 Clearances. 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 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 real property, or any of said Lots, with less than 800 square feet of living area on the main floor of such house, except that, with written approval by the Architectural Committee, less than 800 square feet but more than 600 square feet on the main floor may be allowed in a two-story house with living areas on both floors; nor shall any building be constructed or maintained on any portion of the real property, or any of said 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 real property, shall be completed within six (6) months after the foundations for said Dwelling 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 the Architectural Committee.

9. NO RESUBDIVISION

No Lot shall be resubdivided.

10. EASEMENTS

10.1 Public Utility Easements. The rear eight (8) feet along the side line of each Lot is reserved as a public utility easement. The right is also reserved by the Association to enter upon said reserved areas to cut or trim trees and other growth thereupon, as necessary for fire protection and for the maintenance of such utility and other lines.

10.2 Greenbelt Easements. The areas designated on the final map of any unit of Sierra Springs as Greenbelt Easements are subject to an exclusive and

permanent easement in favor of the Association for riding and hiking trails, and for any other recreational purposes or facilities approved by the Board.

11. TREE CUTTING

The right is also reserved by the Association 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 shall by virtue of that ownership be a member of the Association and shall be subject to its Articles, Bylaws, and Regulations. One person who owns more than one Lot 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 Dues and Assessments. All sums payable to the Association as dues or assessments shall be considered delinquent when not paid for more than thirty (30) days after date due, and the Association may at its discretion record a lien against the individual Lot or Lots of the delinquent members, and may institute foreclosure proceedings substantially as provided in Section 1367 of Bylaws, or Regulations of the Association.

13. AMENDMENT OF RESTRICTIONS

This Declaration may be amended by a majority vote 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. The recordation of any Amendment executed on behalf of the Association and stating that it has been approved by a majority of Lot owners shall suffice to prove due compliance with these amending procedures.

14. DURATION OF RESTRICTIONS

This Amended Declaration of Restrictions shall 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 this Amended Declaration of Restrictions is 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 or conditions by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

16. ENFORCEMENT

The Association and every owner shall have the right, in the event of a violation or breach of any of these Declarations to prosecute a proceeding at law or in equity against the person or persons who have violated or who are attempting to violate any of the provisions of this Declaration to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation. In any legal or equitable proceeding for the enforcement of or to restrain the violation of this Declaration or any provisions hereof, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, in such amount as may be fixed by the court in such proceedings.

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 Lots or improvements thereon, provided, however, that any subsequent owner of Said Property 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 May 2, 1988

SIERRA SPRINGS OWNERS ASSOCIATION  
A California Non-Profit Corporation

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

STATE OF CALIFORNIA )  
                                  ) ss.  
COUNTY OF EL DORADO )

On this 2nd day of May, 1988, before me, Cheryl E. Tibbals, a Notary Public, State of California, personally appeared Russell D. Toliver and Herman S. Kempees, personally known to me to be the persons who executed the within instrument as president and secretary on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

\_\_\_\_\_  
Notary Public, State of California

OFFICIAL SEAL  
CHERYLE E TIBBALS  
Notary Public-California  
El Dorado County  
My comm. Expires Mar 12,1991

END DOCUMENT

Book 2942 Page 442