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INTER-COUNTY TITLE CO.
When Recorded return to:
Lawrence Abel, etal
Route 3, Box 318H
Placerville, Ca 95667

Note: These documents have been
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Yarrow

SUPPLEMENTARY DECLARATION OF
RESTRICTIONS-SIERRA SPRINGS

Escrow No. 107,419 L

Whereas, Laurence E. Abel and Jacqueline Abel, husband and wife, (hereinafter called Declarants No.1) are the owners of that certain tract of land conveyed to them by that certain deed executed by ANGELES-GENERAL CORPORATION, a California corporation, and SHAREHOLDERS RECREATIONAL DEVELOPMENTS, INC., a California corporation, joint venturers doing business as ANGELES-CAPITAL COMPANY, recorded May 11,1973 in Book 1193, page 314 Official Records, described as follow:

The Southwest quarter of the Northwest quarter of Section 23, Township 10 North, Range 12 East, M.D. B. & M.

EXCEPTING THEREFROM all that portion thereof lying within Sierra Springs Unit No. 22, as per map Recorded March 20, 1972, in Map Book E, Map No. 116, in the office of the County Recorder of said County: and

Whereas, Calvin C. Abel, Jr. and Judith M. Abel (hereinafter called Declarants No. 2) are the owners of that certain tract of land conveyed to them by that certain deed executed by ANGELES-GENERAL CORPORATION, a California corporation, and SHAREHOLDERS RECREATIONAL DEVELOPMENTS, INC., a California corporation, joint venturers doing business as ANGELES-CAPITAL COMPANY, recorded May 11, 1973 in Book 1193, page 317 Official Records, described as follows:

The Northwest quarter of the Northwest quarter of Section 23, Township 10 North, Range 12 East, M.D.B. & M.

EXCEPTING THEREFROM all that portion thereof lying within Sierra Springs Unit No.21, as per map recorded March 24, 1971, in Map Book E, Map No. 87, in the office of the County Recorder of said County; and

ALSO EXCEPTING THEREFROM all that portion thereof lying within Sierra Springs Unit No.22, as per Map recorded March 20, 1972, in Map Book E. Map No. 116, in the office of the County Recorder of said County.

Whereas, ANGELES-CAPITAL COMPANY, has previously filed Declaration of Restrictions covering Units 1, 2, 3, 4, 21 and 22 of Sierra Springs Subdivision and SHAREHOLDERS REAL ESTATE PROGRAMS, INC. has previously filed such Declaration of Restrictions covering Unit No. 23 of Sierra Springs Subdivision; and

Whereas, said previous Declarations provide that the word "association" wherever used in said Declarations refers to Sierra Springs Owners Association, a California corporation, and

Whereas, the lands of the Declarants herein were and are a portion of the lands included within the general plan or scheme of improvement for the benefit of all of the lands covered by said Declarations; and

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"Covenants and restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin are deleted unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Book 1382 Page 716

Whereas, Sierra Springs Owners Association, a California corporation, by action of its Board of Directors, has determined that upon the recordation of a Supplementary Declaration of Restrictions by Declarants covering their respective parcels of land, hereinafter referred to as "said property" the Declarants and their respective heirs and assigns shall have full membership in the Association, and shall be a part of Sierra Springs.

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 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.

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, 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 structures 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 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 the future divisions of "said land" as provided for hereinbelow, each said division being one lot.

2.3 Deleted.

2.4 Said Property. The term "said property" wherever used in this declaration means and refers to the property described in the first two paragraphs hereinabove.

2.5 Deleted.

2.6 Deleted.

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 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 this Declaration. In no event, however, shall any such Supplementary Declaration, 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 purposes 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 any 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; violation of any of these restrictions shall constitute a nuisance and shall be subject to abatement.

4.8 Deleted.

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 to 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 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 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 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 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 discharge 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.

9.1 The lands of Declarants No. 1 described in paragraph 1 hereinabove may be divided into up to, but not to exceed four lots or parcels, and thereafter shall not be further re-subdivided.

9.2 The lands of Declarants No. 2 described in paragraph 1 hereinabove may be divided into up to, but not to exceed four lots or parcels, and thereafter shall not be further re-subdivided.

10.

All roads, streets and other ways traversing the lands of both Declarants No. 1 and No. 2 described in paragraphs 1 and 2 hereinabove, whether presently existing, or constructed in the future, shall be the sole responsibility of the Declarants herein, and their respective heirs and assigns, and Sierra Springs Owners Association shall bear no expense in connection therewith, or for the construction or maintenance thereof, or otherwise, nor shall said Association exercise any dominion or control over any such roads, streets and other ways.

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 Sierra Springs Owners Association, a nonprofit 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 development 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, Bylaws, 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 separate 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 above 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 the 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 California, or take other action as authorized by Articles, Bylaws, or Regulations of the Association.

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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 recoreed, agreeing to change the covenants in whole or in part.

15. SEVERABILITY

Invalidation of any one of these covenants or conditions by judgement or court order shall innowise 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 successor 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 restrictions or any other provisions 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 lots 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.

Sierra Springs Owners Association, a California corporation, joins in the execution of this Declaration to signify its approval thereof, and its acquiescence therein, and that all conditions for membership in Sierra Springs Owners Association have been fulfilled by Declarants.

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DATED: March 10, 1976

Lawrence E. Abel
Lawrence E. Abel

Jacqueline Abel
Jacqueline Abel
Declarants No. 1

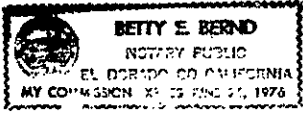
Calvin C. Abel, Jr.
Calvin C. Abel, Jr.

Judith M. Abel *by letter of attorney in fact*
Judith M. Abel
Declarants No. 2

SIERRA SPRINGS OWNERS ASSOCIATION,
a California corporation

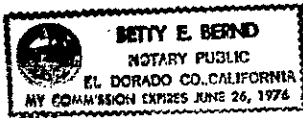
BY: Jimmie Dean Ray
Jimmie Dean Ray

STATE OF CALIFORNIA } SS.
COUNTY OF El Dorado
On March 11, 1976 before me, the under-
signed, a Notary Public in and for said State, personally appeared
Jimmie Dean Ray known
to me to be the _____ President, and
Charlotte Buettner known to me to be
the _____ Secretary of the Corporation that executed the
within instrument, known to me to be the persons who executed the
within instrument on behalf of the Corporation therein named, and
acknowledged to me that such Corporation executed the within
instrument pursuant to its by-laws or a resolution of its board of
directors.



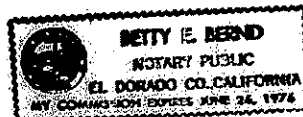
WITNESS my hand and official seal.
(Seal)
Signature Betty E. Bernd
Name (Typed or Printed):
Notary Public in and for said State

STATE OF CALIFORNIA } SS.
COUNTY OF El Dorado
On March 10, 1976 before me, the under-
signed, a Notary Public in and for said State, personally
appeared Lawrence E. Abel and
Jacqueline Abel



known to me to be the person s whose name s are
subscribed to the within instrument and acknowledged to me
that they executed the same.
WITNESS my hand and official seal.
(Seal)
Signature Betty E. Bernd
Name (Typed or Printed):
Notary Public in and for said State

STATE OF CALIFORNIA } SS.
COUNTY OF El Dorado
On March 10, 1976 before me, the under-
signed, a Notary Public in and for said State, personally
appeared Calvin C. Abel, Jr. and
Judith M. Abel



known to me to be the person s whose name s are
subscribed to the within instrument and acknowledged to me
that they executed the same.
WITNESS my hand and official seal.
(Seal)
Signature Betty E. Bernd
Name (Typed or Printed):
Notary Public in and for said State

END OF DOCUMENT

2782-1124

DATED: March 10, 1976

Lawrence E. Abel

Jacqueline Abel
Declarants NO. 1

SIERRA SPRINGS OWNERS ASSOCIATION,
A California corporation

By: _____

By: _____

Calvin C. Abel, Jr.

Judith M. Abel

Declarants No. 2

STATE OF CALIFORNIA
COUNTY OF _____

On March 11, 1976 before me the under-

signed, a Notary Public in and for said State, personally
appeared JIMMIE DEAN RAY known to me to be the

President, and
Charlotta Butner known to me to be Treasurer of the Corporation that executed the within instrument. known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instruments pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal
(Seal)

Signature _____

Name (Typed or Printed)
Notary Public in and for said State

STATE OF CALIFORNIA
COUNTY OF El Dorado

On March 10, 1976 before me, the under-
signed, a Notary Public in and for said State, personally appeared

Lawrence E. Abel and
Jacqueline Abel

known is me to be the person S whose name S are
subscribed to the within instrument and acknowledged to me

that the y executed the same.

WITNESS my hand and official seal
(Seal)

Signature _____

Name (Typed or Printed)
Notary Public in and for said State

STATE OF CALIFORNIA
COUNTY OF El Dorado

On March 10, 1976 before me, the under-
Signed, Notary Public in and for said State, personally appeared

Calvin C. Abel, Jr. and
Judith M. Abel

known to me to be the person S whose name S are
subscribed to the within instrument and acknowledged to me

that the y executed the same.

WITNESS my hand and official seal
(Seal)

Signature _____

Name (Typed or Printed)
Notary Public in and for said State