

ACROSS SLY PARK ROAD  
SUPPLEMENTAL  
DECLARATION OF RESTRICTIONS  
PARCEL MAP NO. 12-27  
SIERRA SPRINGS

WHEREAS, THOMAS H. PORTER and PEGGY A. PORTER, "Declarant" hereinafter, is the owner of that land in El Dorado County delineated on that certain Parcel Map filed in the office of the County Recorder on August 30, 1976, in Map Book 12, of Parcel Maps, at Page 27, El Dorado Records, 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 of Sierra Springs Subdivisions, and

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

WHEREAS, it is the purpose of this Declaration to subject the lots in said Parcel Map 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, 25 and 25, it is therefore the intention of the owner to sell the lots in this Parcel Map 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.

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 said Parcel Map, 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, the 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 space between structures; and in general to provide adequately for high quality improvements and thereby to enhance the value of the lots.

(1)  
RECORDING REQUESTED BY: WHEN RECORDED MAIL TO:  
INTER-COUNTY TITLE CO. THOMAS H. PORTER  
113,850 Z1 #1 WAVERLY COURT  
ALAMO, CA. 94507 Book 1426 Page 568

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

2.3 Said Map. The words "said Map" wherever used in this Declaration mean and refer 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 refer to the property described in the aforesaid first paragraph hereof.

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

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 "plot" 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 percent of the Class A Members and 2/3 percent 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 percent 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 hereinabove, and the required quorum at such subsequent meeting shall be at least 25 percent 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 percent of the Class A membership, or by 2/3 percent of 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.

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.

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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 percent of the Class A Members and 2/3 percent 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 percent 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 hereinabove, and the required quorum at such subsequent meeting shall be at least 25 percent 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 proceeding meeting. In the event that 2/3 percent of the Class A membership, or by 2/3 percent of 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 for the date of the last public report, 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 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 herein- after otherwise provided.

#### 4 USES PROHIBITED AND PERMITTED

4.1 Residential Use Only. Said property, and all parcels or plots located therein are hereby declared to be residential in character and shall not be used for any purpose or purposes other than residential 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 parcel 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, garages, shed, shack, tent, trailer or temporary buildings of any kind shall be erected, constructed, permitted, or maintained on any parcel 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 parcel 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 parcel, 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 parcel owners, their guests, or anyone else for the purpose of riding motorcycles, motorbikes, mini bikes, 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 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 parcel 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 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, fail 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 parcels in the said property and the parcels 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 parcel 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 parcels, 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 parcels, 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 parcel 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 parcel 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 parcel 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 parcel, after its sale and conveyance by the Declarant, shall be resubdivided.

## 10. EASEMENTS

The areas designated on the final parcel map as described in the first paragraph hereof, are reserved to Declarant, its successors 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 parcels 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, shrubs, bushes, 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 parcel 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: \_\_\_\_\_

\_\_\_\_\_  
THOMAS H. PORTER

STATE OF CALIFORNIA  
COUNTY OF EL DORADO

\_\_\_\_\_  
PEGGY A. PORTER

On this \_\_\_ day of \_\_\_\_\_, 1976 before me \_\_\_\_\_  
a Notary Public, in and for said County and State, 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 hereinabove written.

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

My Commission Expires: \_\_\_\_\_

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