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Roseville, California 95678
Attention: Subdivision Department

OFFICIAL RECORDS
EL DORADO COUNTY-CALIF.
RECORD REQUESTED BY

Liberty Title & Escrow Co.

Dec 2 10 43 AM '87

DOROTHY CARR
COUNTY RECORDER

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Creekside Estates Unit No. 4

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This Declaration of Covenants, Conditions and Restrictions is made this 9th day of November, 1987, by G.V. #9, a General Partnership, hereinafter called the 'Declarant.'

Declarant above-named are the Owners of record of all that certain real property situate in the County of El Dorado, State of California, described as follows:

Lots 51 through 78, inclusive, as shown on the Official Map known as 'Creekside Estates Unit No. 4,' filed on December 2, 1987, in Book 6 of Maps, Page 76, in the Office of the County Recorder of the County of El Dorado, State of California.

Declarant is about to sell, dispose of and convey portions of said 'Creekside Estates Unit No. 4,' by Lots or parcels, as said Lots or parcels are shown, delineated and numbered on said Official Map, and for the purpose of providing against various encroachments which tend to depreciate the value of dwelling sites, and which tend to depreciate the value of a residential subdivision, deem it to be to the advantage and best interests of Declarant, and of the purchasers of Lots in said subdivision, to create and impose on all Lots in said subdivision the covenants, conditions, restrictions, easements and agreements specified herein regarding the use and occupancy of said Lots. Now therefore, Declarant does hereby certify and declare that they have established and do hereby establish the following covenants, conditions, restrictions, easements and agreements, subject to which all Lots, parcels and portions of said subdivision shall be held, used, leased, sold, conveyed and

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occupied, each of which covenants, conditions, restrictions, easements and agreements shall inure to the benefit of said subdivision, and to the benefit of each and every Owner of Lots therein, and shall inure to and pass with said subdivision and each and every Lot and parcel thereof, and whether said covenants, conditions, restrictions, easements and agreements be set forth in subsequent conveyance or not, the same shall, nevertheless, apply to and bind the respective successors in interest of Declarant.

I. DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

A. Lot

'Lot' shall mean any numbered parcel of land shown on the Official Map known as 'Creekside Estates Unit No. 4,' and any numbered parcel of land shown on the Official Map known as 'Creekside Estates Unit No. 4,' as said word 'Parcel' is used upon said Official Map for the purpose of designating the several Lots or building sites shown thereon.

B. Plot

'Plot' shall mean any parcel of land surrounding one (1) residential building and appurtenant buildings, which is composed of one (1) or more Lots, or a Lot and a fraction of another Lot or Lots, thereby creating one (1) homestead, which such parcel shall be monumented to identify the exterior boundaries of said homestead.

C. Owner

'Owner' shall mean and refer to the record Owner, whether one (1) or more persons or entities, of the fee simple title to any Lot or Plot situated within the said subdivision, but shall not mean or refer to any lienholder, unless or until such lienholder has acquired title due to foreclosure or to any proceeding in lieu of foreclosure.

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Said covenants, conditions, restrictions, easements and agreements are as follows:

III. SPECIAL PROVISIONS

A. No buildings shall be erected or maintained on any Lot or Plot in the subdivision other than:

- 1) One (1) detached, single family private residence;
- 2) One (1) private garage for the use of the occupants of such residence; and
- 3) Other usual and appropriate out-buildings and structures incident and appurtenant to a private residence.

No use whatsoever, except in connection with its use and improvement as a site and grounds for such buildings, shall be made of any Lot or Plot therein. The term 'private residence' is intended to exclude:

- 1) Every other form of dwelling for the occupancy of more than one family;
- 2) Boarding houses;
- 3) Lodging houses; and
- 4) Sanitariums and hospitals.

It is not intended to exclude a 'guest house' incident to a private residence for the entertainment of social guests, nor 'servants quarters' for servants or other employees employed on the premises.

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- B. No form of business, commercial, manufacturing or storage enterprise or activity, or exploration for or production of minerals, stone, gravel, oil, gas and other natural resources shall be conducted or maintained on any Lot or Plot in this subdivision.
- C. The principal residence building on any Lot or Plot shall cover a ground floor area of not less than one-thousand three-hundred square feet (1,300 Sq.Ft.), if a one-story residence, and not less than nine-hundred square feet (900 Sq.Ft.) on the main floor, if a one and one-half or two-story structure, with an additional area of at least four-hundred square feet (400 Sq.Ft.) on the second floor. 'Ground Floor Area' shall exclude:
- 1) Any attached garage;
 - 2) Open porch;
 - 3) Terrace;
 - 4) Steps; and
 - 5) Like appurtenances not enclosed by the bearing walls of the residence building.
- D. No residential structure, nor any part thereof, shall be erected upon any Lot or Lots nearer to the street or streets adjacent thereto than twenty feet (20') from the front property line, nor closer than fifteen feet (15') from the rear property line, nor closer than fifteen feet (15') from the side street Lot property line, nor closer than five feet (5') to any side Lot property line, except no side setback shall be required for any communal dwelling or dwellings constructed in accordance with a precise plan approved by the County of El Dorado. No side yard shall be required for a detached garage or other permitted accessory building

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located fifty feet (50') or more from the front property line.

E. Easements, as shown upon the recorded Map of the subdivision, are reserved for the construction, maintenance and operation therein or thereon of pipes, conduits, ditches and appurtenances, for the purpose of providing drainage, public utilities and public services and facilities. No interference shall be made with the free use of any of such easements for the purposes for which such easements are intended.

F. No billboards or other advertising devices shall be erected or placed upon any Lots or Plots in this subdivision, except as follows:

- 1) The name and profession of any professional person may be displayed upon a dwelling house on a sign not exceeding two-hundred square inches (200 Sq. In.) in area.
- 2) No more than one (1) 'For Sale' or 'For Lease' or 'For Rent' sign, plus one (1) builder's sign during construction of a residence shall be displayed upon any Lot or Plot, and such signs shall not be larger than eighteen inches (18") by twenty-four inches (24") in size, provided, however, that in the course of developing or improving the subdivision and Lots therein, Declarant or its agents or builders may erect and display larger signs.

G. No structure or building other than a completed residence shall be used or occupied as a dwelling place on any Lot or Plot in this subdivision. No tents, trailers or other temporary habitations shall be used or permitted upon any Lot or Plot in this subdivision.

H. Any residence or other building in this subdivision, the construction of which has been started, shall be completed without delay and within one (1) year, except when such delay is caused by weather conditions.

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strikes, actual inability of the Owner to procure delivery of necessary materials, or by interference by other persons or forces beyond the control of the Owner. Financial inability of the Owner or his contractor to secure labor or materials or to discharge liens or attachments shall not be deemed a cause beyond the control of the Owner.

In the event of cessation of construction of any building for a period of one-hundred eighty (180) days, where such cessation is not excused by the provisions hereof, the existence of such uncompleted building or buildings shall be deemed to be a nuisance, and the Declarant or any other Owner of property subject to this Declaration shall have the right to enter upon said uncompleted property and remove the same or carry such construction work to completion, and the expenses incurred in connection with the removal or completion of such buildings or buildings shall become a charge which is enforceable at law or in equity against the Lot Owner.

- I. Any building placed, erected or maintained upon any Lot or Plot in this subdivision shall be entirely constructed thereon, and the same shall not nor shall any part thereof be moved or placed thereon from elsewhere.
- J. All buildings erected within this subdivision shall be of new materials, provided, however, that the provisions of this Declaration shall not prevent the use of used brick or any other material which is in general use in the construction of new dwelling houses.
- K. No Lot 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 storage or disposal of such matter shall be kept in clean and sanitary conditions. All incinerators used for the purpose of burning trash shall be of concrete or metal with one (1) or more vent screens of one-quarter inch (1/4") mesh or finer, placed on bare ground within an area of not less than ten

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feet (18') in radius from each such incinerator.

- L. No fence or hedge shall be erected or permitted to remain or be allowed to grow to a height exceeding six feet (6') within a distance of fifty feet (50') from any street line shown on the recorded map of this subdivision.
- M. No boats, campers or trailers shall be stored in the open within view of public streets, and all such vehicles must be concealed by a six-foot (6') fence or inside the residential garage. Any fences built must be of wood or masonry. Chain link fencing is not permitted.
- N. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential lot or lots, except that dogs, cats or other small household pets may be kept, provided, however, that they are not kept, bred or maintained for any commercial purpose on the afore-designated residential lots.
- O. All front lawns are to be of organic material. Nonorganic materials will not be permitted.
- P. Any purchase of any lot or plot in this subdivision, by the acceptance of a deed to any lot or lots, plot or plots in said subdivision, agrees that the covenants, conditions, restrictions, easements and agreements hereinbefore set forth and hereby imposed are for the purpose of carrying out and pursuant to a general plan adopted by the Declarant for the development and improvement of said subdivision, and are designed for the mutual benefit of each and every lot and plot therein. Each deed to any lot or lots, plot or plots in said subdivision, executed by the Declarant, shall be accepted subject to these said covenants, conditions, restrictions, easements and agreements hereinbefore set forth with the same force and effect as though specifically set forth in each and every such instrument of conveyance.

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- Q. Exterior colors of houses or exterior appurtenances must be of earth tones. Bright colors are not allowed.
- R. No buildings or other permanent structures shall be erected, altered or placed on any Lot in said subdivision until building plans, specifications and Plot plans showing the location of the structures on the Lot have been submitted to and approved in writing as to conformity and harmony of external design, and as not to interfere with the reasonable enjoyment of any other Lot, by an Architectural Committee composed of David Jacobson and Richard Evans. Upon failure of the Committee or its designated representative to approve or disapprove plans and specifications within thirty (30) days after the same have been delivered to the Committee, and a written receipt therefore received and/or delivered to the Committee by Registered Mail, approval thereof will be deemed to have been made, provided, however, the proposed construction complies with all the provisions otherwise of this Declaration.

III. GENERAL PROVISIONS

- A. The various restrictive covenants and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each Lot and each Plot in said subdivision, and shall run with the land and shall be binding upon the Declarant and all persons claiming under the Declarant, for a period of thirty (30) years from the date this Declaration of Covenants, Conditions and Restrictions is recorded, after which time the said covenants, conditions, restrictions, easements and agreements shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of Lots or Plots within said subdivision has been recorded, changing said covenants, conditions, restrictions, easements and agreements in whole or in part, or electing to terminate

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the same in whole or in part.

- B. If the Declarant or its assigns or grantees, or the Owner or Owners of any Lot or Lots, Plot or Plots, in said subdivision, or their heirs, grantees or assigns, shall violate or attempt to violate any of the restrictions, covenants, conditions or agreements herein set forth before the expiration of thirty (30) years from the date of the recording of this Declaration, or any extensions of such period, it shall be lawful for any other person or persons owning any other Lot or Lots, Plot or Plots, in this subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, conditions, restrictions, easements or agreements, and either to prevent or enjoin him or them from so doing or to recover damages for such violation.
- C. Invalidation of any one of these covenants, conditions, restrictions, easements or agreements by Judgment or by Court Order shall in no way affect any of the other provisions hereof, which such other provisions shall remain in full force and effect.
- D. Nothing contained in this Declaration or any breach of the foregoing covenants, conditions, restrictions, easements and agreements shall impair or defeat the lien of any Mortgage or Deed of Trust made in good faith, and for value as to the said land and Lots herein described, or any part thereof, but titles to any property subject to this Declaration obtained through sale and satisfaction of any such Mortgage or Deed of Trust, shall thereafter be held subject to all of the covenants, conditions, restrictions, easements and agreements hereinbefore set forth.
- E. This Declaration may be amended by duly recording an instrument executed and acknowledged by not less than fifty-one percent (51%) of the then record Owners of Lots or Plots.

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F. In the event any person entitled to do so shall bring any action to enforce any of the provisions hereof, and such person is successful in such action, such person shall be entitled to recover from any person or persons violating any of the provisions hereof and against whom such action was brought and reasonable attorney's fees to be fixed by the court.

IN WITNESS WHEREOF, Declarants have caused this instrument to be executed the day and year first hereinabove cited.

G. Y. 19, 1987
a General Partnership

By: [Signature]
David P. Jacobsen, Partner

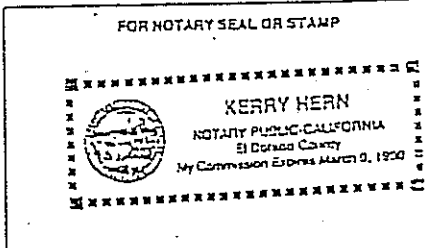
ACKNOWLEDGMENT



STATE OF CALIFORNIA)
COUNTY OF El Cerrito) ss.
On this the 17th day of Nov. 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared David P. Jacobsen

_____ personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as _____ of partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.
WITNESS my hand and official seal.

Signature [Signature]



Notary
CAL-377 (Rev. 8-82) Ack. Partnership

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CREEKSIDE ESTATES UNIT NO. 4

BANK OF STOCKTON, a corporation, as Beneficiary under Deeds of Trust recorded September 14, 1987 in Book 2824, page 107, El Dorado County Official Records; and September 29, 1987, in Book 2832, page 570; and November 6, 1987, in Book 2853, page 237, by their signatures hereby consent to the filing of this Declaration of Covenants, Conditions and Restrictions, and hereby subordinate the lien of their aforementioned Deeds of Trust to this Declaration of Covenants, Conditions and Restrictions.

BANK OF STOCKTON,
a corporation

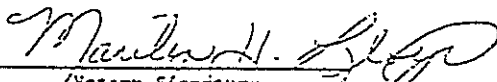
By: *W. E. Du Bois*
W. E. DU BOIS, VICE PRESIDENT

By: _____

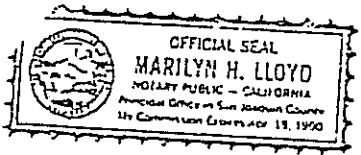
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STATE OF CALIFORNIA)
) S.S.
COUNTY OF SAN JOAQUIN)

On NOVEMBER 9 19 87 before me, the undersigned, a Notary Public in and for said County and State, personally appeared W. E. DU BOIS personally known to me or proved to me on the basis of satisfactory evidence to be the VICE- President, and _____ known to me or proved to me on the basis of satisfactory evidence to be the _____ of Bank of Stockton, a corporation, the corporation that executed the within instrument, known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the within instrument on behalf of said corporation, and acknowledged to me that said corporation executed the within instrument pursuant to its Bylaws or a Resolution of its Board of Directors.



(Notary Signature)



NOTARY OFFICIAL SEAL OR STAMP