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WHEN RECORDED MAIL TO:

LIBERTY TITLE AND ESCROW COMPANY
1624 Santa Clara Drive, Suite 100
Roseville, California 95678
Attention: Subdivision Department

OFFICIAL RECORDS
EL DORADO COUNTY-CALIF.
RECORD REQUESTED BY:

Liberty Title & Escrow Co.

FEB 4 8 33 AM '86

ASD COUNTY RECORDER

DECLARATION OF COVENANTS AND RESTRICTIONS
CREEKSIDE ESTATES UNIT NO. 1

This Declaration of Covenants and Restrictions is made this 21st
day of January, 1986, by CONTINENTAL MERIDIAN CORPORATION, a
California corporation, 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 1 through 21, inclusive, as shown on the official map known as
"Creekside Estates Unit No. 1," filed in the Office of the County
Recorder of the County of El Dorado, State of California, on
December 11, 1985, in Book G of Maps at page 32.

Declarant is about to sell, dispose of and convey portions of said
"Creekside Estates Unit No. 1," by lots or parcels, as said lots or
parcels are shown, delineated and numbered on said Official Plat, 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, deems 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 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.

DEFINITIONS

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

- a) "Lot" shall mean any numbered parcel of land shown on the Official Map known as "Creekside Estates Unit No. 1," and shall be synonymous with the word "Parcel," as said word "Parcel" is used upon said Official Plat for the purpose of designating the several lots or building sites shown thereon.
- b) "Plot" shall mean any parcel of land surrounding one residential building and appurtenant buildings, where composed of one or more lots, or a lot and a fraction of another lot or lots, thereby creating one homesite, which such parcel shall be monumented to identify the exterior boundaries of said homesite.
- c) "Owner" shall mean and refer to the record owner, whether one 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.

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

SPECIAL PROVISIONS

- 1) No buildings other than one detached, single family private residence, a private garage for the use of the occupants of such residence, and other usual and appropriate outbuildings and structures incident and appurtenant to a private residence shall be erected or maintained on any lot or plot in the subdivision, and 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 every other form of dwelling for the occupancy of more than one family, and is intended to exclude boarding houses, lodging houses, sanitariums and hospitals, but 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.
- 2) 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.
- 3) The principal residence building on any lot or plot shall cover a ground floor area of not less than thirteen-hundred (1,300) square feet, if a one-story residence, and not less than nine-hundred (900) square feet on the main floor, if a one and one-half or if a two-story structure, with an additional area of at least four-hundred (400) square feet on the second floor. "Ground floor area" shall exclude any attached garage, open porch, terrace, steps and like appurtenances not enclosed by the bearing walls of the residence building.

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- 4) 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 (20) feet from the front lot property line, nor closer than fifteen (15) feet from the rear lot property line, nor closer than fifteen (15) feet from the side street lot property line, nor closer than five (5) feet 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 located fifty (50) feet or more from the front property line.
- 5) 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.
- 6) No billboards or other advertising devices shall be erected or placed upon any lots or plots in this subdivision, except as follows:

The name and profession of any professional person may be displayed upon a dwelling house on a sign not exceeding two-hundred square inches in area.

No more than one "For Sale" or "For Lease" or "For Rent" sign, plus one 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 (18) inches by twenty-four (24) inches in size; provided, however, that in the course of developing or improving the subdivision and lots therein, Declarant or its agent or builders may erect and display larger signs.

7) 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.

8) Any residence or other building in this subdivision, the construction of which has been started, shall be completed without delay and within one year, except when such delay is caused by weather conditions, 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 incompleated 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 building, or buildings, shall become a charge which is enforceable at law or in equity against the lot owner.

9) 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.

10) All buildings erected within this subdivision shall be of new materials; provided, however, that the provisions of this paragraph shall not prevent the use of used brick or any other material which is in general use in the construction of dwelling houses.

- 11) 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 or more vent screens of one-quarter inch mesh or finer, placed on bare ground within an area of not less than ten (10) feet in radius from each such incinerator.
- 12) No fence or hedge shall be erected or permitted to remain or be allowed to grow to a height exceeding six (6) feet within a distance of fifty (50) feet from any street line shown on the recorded plat of this subdivision.
- 13) No boats, campers or trailers shall be stored in the open within view of public street, and all must be concealed by a six (6) foot fence or inside garage. Any fences built must be of wood or masonry. Chain link fencing is not permitted.
- 14) 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, that they are not kept, bred or maintained for any commercial purpose on the aforesaid residential lots.
- 15) All front lawns are to be of natural material. No artificial materials will be permitted.
- 16) Any purchaser 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, and 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.

- 17) Exterior colors of houses or exterior appurtenances must be of earth tones. Bright colors are not allowed.
- 18) No buildings or other permanent structure 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 interfering with the reasonable enjoyment of any other lot, by an Architectural Committee composed of David Jacobsen 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 the proposed construction complies with all the provisions otherwise of this Declaration.

GENERAL PROVISIONS

- 1) The various restrictive measures 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 and Restrictions is recorded, after which time the said covenants, conditions, restrictions, easements and

CONSENT OF LIENHOLDER

AND

SUBORDINATION OF LIEN

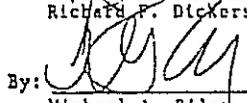
SOUTHWEST BANK, a California banking corporation, as Beneficiary under Deed of Trust recorded July 24, 1985, in Book 2458, page 473 of El Dorado County Official Records,* by their signatures hereby consent to the filing of this Declaration of Covenants and Restrictions, and hereby subordinate the lien of their Deed of Trust to this Declaration of Covenants and Restrictions.

Dated: January 30, 1986

*and under Deed of Trust recorded January 3, 1986, in Book 2521, page 474 of El Dorado County Official Records,
SOUTHWEST BANK,
a California banking corporation

By: 

Richard F. Dickerson, Vice-President

By: 

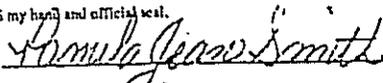
Michael A. Riley, Senior Vice-President

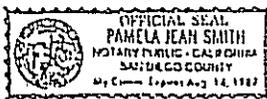
(Corporation)
STATE OF CALIFORNIA
COUNTY OF San Diego } ss.



This Form Furnished By Foremost Title Company
STAPLE HERE

On January 30, 1986 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael A. Riley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Pr. Vice President, and Richard F. Dickerson, known to me to be Vice-President ~~XXXXX~~ 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.
Signature: 
Pamela Jean Smith
Name (Typed or Printed)



OFC-2038

END DOCUMENT

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