

003258

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.

JAN 20 8 39 AM '87

330% DOROTHY CARR (15)
COUNTY RECORDER

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Creekside Estates Unit Nos. 2 and 3

This Declaration of Covenants, Conditions and Restrictions is made this 15th
day of September, 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 22 through 37, inclusive, as shown on the Official Map known
as "Creekside Estates Unit No. 2," filed on JANUARY 19, 1987,
in Book 9 of Maps, Page 53 in the Office of the County
Recorder of the County of El Dorado, State of California; and

Lots 38 through 50, inclusive, as shown on the Official Map known
as "Creekside Estates Unit No. 3," filed on JANUARY 19, 1987,
in Book 9 of Maps, Page 54 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 Nos. 2 and 3," 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, 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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Creekside Estates Unit Nos. 2 and 3

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.

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. 2," and any numbered parcel of land shown on the Official Map known as "Creekside Estates Unit No. 3," 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, where 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.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Creekside Estates Unit Nos. 2 and 3.

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.

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.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Creekside Estates Unit Nos. 2 and 3

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, 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,

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Creekside Estates Unit Nos. 2 and 3

- 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.
- 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 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, however, the proposed construction complies with all the provisions otherwise of this Declaration.

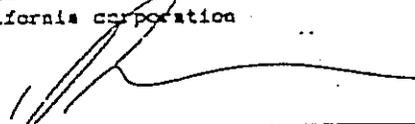
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Creekside Estates Unit Nos. 2 and 3

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.
- 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.

CONTINENTAL MERIDIAN CORPORATION,
a California corporation

By: 

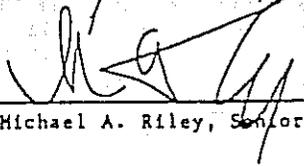
RICHARD F. EVANS
President

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Creskide Estates Unit Nos. 2 and 3

SOUTHWEST BANK, a California banking corporation, as Beneficiary under Deed of Trust recorded August 12, 1986, in Book 2608, Page 628, El Dorado County Official Records, 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.

SOUTHWEST BANK,
a California banking corporation

By: 
Richard F. Dickerson, Vice-President

By: 
Michael A. Riley, Senior Vice-President

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Creekside Estates Unit Nos. 2 and 3

BANK OF STOCKTON, as Beneficiary under Deed of Trust recorded March 3, 1986, in Book 2539, Page 595, El Dorado County Official Records, 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.

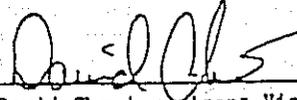
BANK OF STOCKTON,

By:



W. E. DuBois, Vice President

By:



David Chavier, Assnt Vice President