

Restrictions herein, if any, based on race, color, religion or national origin are deleted.

EL DORADO COUNTY

Country Club Commons

F-63

COUNTRY CLUB COMMONS "A"
NORTH UNIT # 1

AMENDED

Harry Wilson

DECLARATION OF RESTRICTIONS Dec 28 11 36 AM 1978

EQUITABLE SERVICITUDES *400*

3936 Highway Ct.

Declarant intends to subdivide and sell the property for single-family residential development of detached homes, except Lot # 7 that is zoned RT by Eldorado County, otherwise desires to subject the Property and each Lot to the Restrictions in order to implement a uniform, general and common plan designed to preserve the value and single-family residential qualities of the Property for the benefit of the Property and each Lot and for the mutual benefit of the owners of the Property and each Lot. Therefore, the Restrictions are hereby imposed against the Property and each Lot as mutual and equitable servitudes in favor of the Property and each Lot.

GENERAL PURPOSES OF RESTRICTIONS (CON'T)

- ii. All Lots except Lot # 7, which is zoned RT, shall be used as residential building sites. No structure shall be erected, altered, placed or maintained on any Lot other than one detached single family private dwelling, a private garage for not more than three cars, a guesthouse, servants' quarters and other appropriate buildings and improvements incidental to the above described residential use of the premises.
- v. The common area is for everyone to enjoy, except Lot # 7 which is excluded from the common area and facilities. Any disorderly conduct will not be allowed. The private road in this subdivision is a one-way road. Each Lot owner has the responsibility of insuring that guests of the Lot owner observe the proper direction of the one-way road.

COVENANTS FOR MAINTENANCE ASSESSMENTS
(LOT # 7 EXCEPTED FROM MAINTENANCE
AND ALL ASSESSMENTS PERTAINING TO
THE FOLLOWING SECTIONS.)

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the sixth day of December, 1978.

By *Harry Wilson*
PRESIDENT

Allen M. Cannon
Secretary-Treasurer

Witness

1978 Dec 11

60361

EL DORADO COUNTY

ARCHITECTURAL COMMITTEE

The Committee shall consist of Declarant until 6 months after the close of the sale of the first Lot, at which time, Declarant hereby establishes an Architectural Committee, The Governing Body, to perform the duties specified in this Declaration. The Committee shall consist of three persons, each of which shall be an owner of a Lot (which may or may not include the Declarant) or a representative named by an owner of a Lot. After 6 months from the close of the sale of the first Lot, the Committee shall be selected as follows:

- a. Election of Committee members shall occur at the meeting held 6 months after the close of the sale of the first Lot. A voting owner shall be an owner of a Lot, there shall be one vote for each Lot. Committee members shall be elected to office or removed from office by cumulative voting. Committee members terms shall be for a term of one year, but may run concurrently up to ten years if so elected by the voting body.
- b. The special meeting as noted above shall be called by the Declarant, the place of the meeting shall be within 5 miles of the property. A quorum at the meeting shall be 51% of the total number of voting owners, such 51% to be present at the meeting in person or by proxy. All actions taken at the meeting shall require a majority vote of the voting owners present at the meeting, in person or by proxy.
- c. Six months after the close of the sale of the first Lot, the Declarant will call a special meeting so the Lot owners can elect the Architectural Committee. The Architectural Committee will be selected by cumulative voting at this meeting. If the Declarant still has the majority of Lots in the subdivision at the time of this meeting, the Architectural Committee will be established as follows:

The Declarant will be one member of the Committee. The Declarant will also select the second member of the Committee. The third individual shall be selected by cumulative voting of fee owners (Lot owners). The Declarant will not be allowed to vote in this election even though he may be a fee owner. Annually, from the above mentioned special meeting, owners in fee will select all three individuals by cumulative voting which may or may not include the Declarant.
- d. Any action by the Architectural Committee shall require the concurrence of any two Committee members, such concurrence to be evidenced by a writing signed by such members.
- e. No Committee member shall be personally liable for any action pursuant to this Declaration in good faith.
- f. Written notice of each meeting to all Lot owners shall be given by the Secretary by mailing a copy of such notice, at least fifteen days before such meeting and addressed to the Lot owners address last given on the books of the Committee.

GENERAL PURPOSES OF RESTRICTIONS

To protect the owners of Lots and common area in Country Club Commons subdivision against the improper use of neighboring Lots which could appreciate the value of their property; to preserve the natural beauty of the Property after development thereof in accordance with these Restrictions; to guard against the erection thereon of improperly designed or constructed structures; and in general to provide for a high quality of improvement on the property, and thereby to enhance the values of investments made by owners of Lots therein.

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GENERAL PURPOSES OF RESTRICTIONS (CONT)

- a. All lots shall be used as residential building sites. No structure shall be erected, altered, placed or maintained on any Lot other than one detached single-family private dwelling, a private garage for not more than three cars, a guesthouse, servants' quarters and other appropriate buildings and improvements incidental to the above described residential use of the premises.
- b. No structure or improvement which requires a building permit under the ordinances of El Dorado County shall be constructed, maintained, or placed on, nor shall any alteration in the exterior of a structure or other improvement be made on any Lot unless drawings and specifications therefore showing adequately for interpretative purposes each exterior element thereof, including color scheme, design, location in Lot, plans for grading and drainage, excavation, landscaping and other items of site development work shall first have been submitted to and approved in writing by the Committee. Without in any way limiting the scope of the above provisions, no change in the basic architectural design of any dwelling unit or other improvement shall be made without the written approval of the Committee. In the event the Committee, fails to approve or disapprove such design and location within 30 days after said drawings and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with.
- c. Neither the Declarant nor the Committee nor any member thereof shall be responsible for structural inadequacy or other defects of any kind or nature whatsoever in said drawings or specifications and/or in structure or improvements erected in accordance therewith.
- d. All structures and buildings shall conform to the following: a front setback of 25 feet from the front property line, 10 foot setback from any side property lines and a 25 foot setback from all back property lines.
- e. No dwelling unit shall be erected or placed on any Lot which has an area of less than 1150 square feet of interior, finished, fully-enclosed living area (excluding garages and outbuildings) or which does not provide on-site, enclosed parking for at least 2 cars.
- f. No improvement shall be erected or constructed on any Lot prior to the erection or construction of the dwelling thereon without the express written permission of the Committee.
- g. The exterior of any dwelling unit or other structure must be fully completed and the surrounding premises rendered "broomclean" no later than 8 months following commencement of construction unless the Committee shall by express written permission authorize a period of construction longer than 8 months.
- h. No noxious or offensive trade, business or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Such determinations shall be made by the Committee.

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GENERAL PURPOSES OF RESTRICTIONS(CCH#T)

- i. No garbage, refuse, rubbish, or cuttings shall be deposited on any Lot unless placed in appropriate containers suitably located on any Lot so as to avoid detracting from the physical appearance of such Lot and the enjoyment of their Lots by other owners. No building material of any kind or character or landscaping material shall be placed or stored upon any Lot until the owner is ready to commence improvements thereon; provided, however, that specimen trees may be stored on Lots prior to start of work where approved by the Committee.
- j. Noxious grass, weeds, vegetation, leaves, fallen or dead trees, shrubs, vines or ground covers which are unsightly or are likely to constitute a fire or safety hazard shall be promptly removed from each Lot by the owner thereof upon written notice from the Committee. At any time after the expiration of 30 days from requesting such removal, the Committee may, at its option, take any steps necessary to bring the appearance of a Lot up to the level of neat and attractive appearance consistent with the general character of the Property, or to avoid a safety or fire hazard, and the owner of said Lot shall be obligated to reimburse the Committee for the cost to become a lien against the Lot on which the work is done or performed if not paid, such Lien shall be evidenced by a notice recorded in the County Recorder of El Dorado signed by any Committee member. If such costs is not paid within 15 days after recordation of such notice, such lien may be foreclosed in the manner provided by Law for judicial foreclosure of a mortgage on real property. Nothing herein shall be construed to require the owner of an unimproved Lot to meet the same standards as the owner of a improved Lot, and the owner of an unimproved Lot shall only be required to comply with standards prevailing for improved Lots generally.
- k. No trailer, mobile home, camper, tent, basement, shack, garage, shed, barn or other outbuilding, other than guest houses and servant's quarters, erected or located on a Lot covered by these Restrictions shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No trailer, mobile home, boat, truck, van, or camper of any type shall be stored on any Lot where it may be visible nor shall any trailer, mobile home, boat, truck, van, or camper be parked on any street on the Property except for loading or unloading.
- k.Cont. Notwithstanding the foregoing, the Committee may permit temporary habitation or placement of any of the prohibited structures under this paragraph and may adopt rules and regulations for granting said permission.
- l. No animals or poultry of any kind, other than a reasonable number of household pets shall be kept or maintained on any part of the property. No pet will be allowed to run loose without visual control of its owner.
- m. No house fencing will be allowed from the front leading edge of any home out towards the front property line (or road). All fencing must be approved by the Committee before installation so as to conform all fencing to natural colors and of uniform conforming structures.
- n. Common Area, as referred to in these restrictions and By-Laws of this subdivision (Country Club Commons) will be deeded as follows: 6 months after the close of the sale of the first Lot, The Declarant will deed free and clear title to all Common Area to the Country Club Commons Homeowners Association.

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- o. No sign of any kind, except for real estate signs exceeding 5 square feet of sign area, shall be placed upon or permitted to remain on any Lot or on any place on the Property unless such sign shall have been approved by the Committee.
- p. No antenna or aerial of any kind, or any other mechanism shall be placed or permitted to remain on any Lot or on any structure on the Property so as to be visible from any other Lot or from an adjacent street without the written approval of the Committee.
- q. Each Lot owner/owners and their guests are required to observe a maximum speed limit of 10 MPH on all private roads in this subdivision. This speed limit will be enforced by the Architectural Committee if not by the individual Lot owner/owners. Each Lot owner is responsible for the enforcement of this restriction when related to visitors or guests of the Lot owner.
- r. No tree having at its base a diameter in excess of eight (8) inches may be removed from any Lot, including such removal as may be necessary for the construction of a dwelling and other structure thereon, without the prior written approval of such removal by the Committee. By exercising its powers of disapproval of tree removal, the Committee shall observe the policy that existing trees on the Lots are a valuable enhancement of the Property, that they tend to promote the enjoyment of all or portions of the Property by all owners, and that their preservation shall be a common aim and responsibility. Trimming of trees necessary for a public utility or any public authority to properly maintain its activities shall be allowed in order that satisfactory and safe service may be supplied to the Property. Trees felled or fallen under any circumstances shall promptly be piled and all trimmings and slash thereof, as well as the tree itself, shall be promptly removed from the Property or cut up for firewood and properly stored.
- s. No dwelling unit shall be erected on any Lot resulting from rearrangement or resubdivision of original Lots except that two Lots may be combined to create one Lot. After any rearrangement of any such original Lots, each Lot, as rearranged shall be subject to each of the provisions of this Declaration and shall be considered a "Lot".
- t. Damage to any equipment in Common Areas by guests, visitors, or family of a Lot owner will be at the expense of that Lot owner.
- u. All sewage shall be disposed by sewer and controlled by El Dorado Irrigation District and must conform to all County Sewer requirements.
- v. The common area is for everyone to enjoy. Any unorderly conduct will not be allowed. The private road in this subdivision is a one-way road. Each Lot owner has the responsibility of insuring that guests of the Lot owner observe the proper direction of the one-way road.
- w. Each and all of the Restrictions shall run with the land and remain in effect until 2000 at which time they shall automatically renew for a period of twenty (20) years unless the owners of 62% or more of the Lots elect to terminate or amend them by a statement properly executed by each of them and recorded in the office of the county recorder of El Dorado County, State of California.

X. The acceptance by any person of a deed, lease, or other instrument of transfer, which sets forth or incorporates by reference the Restrictions set forth herein or which is in the chain of title, including judicial foreclosures, trustees sales, and tax sales, derived from any deed or other instrument of transfer which sets forth or incorporates the Restrictions. The burden of an obligation to perform in accordance with such Restrictions shall be part of the consideration for the purchase and sale of any Lot pursuant to such deed or other instrument of transfer and shall be deemed an agreement by such person that Declarant and each of the other Lot owners shall be entitled to enforce all of such Restrictions.

Y. The breach of or failure to comply with one or more of the Restrictions shall entitle any person or persons owning a Lot or a portion of the Property or Declarant or the Committee to enjoin, abate, or remedy any such breach or failure to comply or to remove any condition, thing or situation arising contrary to any of the provisions contained herein, to bring and maintain appropriate legal proceedings for that purpose, and/or shall further entitle Declarant or any such owner to recover damages resulting from any such breach or failure to comply. Should any action or suit be commenced for the enforcement of any of said provisions, or for damages for breach thereof, the owner or possessor against whom such actions or suit is commenced shall be liable for all costs of suit and attorney's fees incurred. A waiver by Declarant or by the owners or by the Committee of a breach of any of the Restrictions contained herein, or of the right to correct any failure to comply therewith, shall not in any instance constitute a continuing waiver of said breach nor shall it constitute a waiver of any other or subsequent breach, whether or not similar to the foregoing, unless such waiver is in writing signed by Declarant or by the Committee.

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Property hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Committee:

1. Annual assessments or charges, (paid monthly)
2. Special assessments levied against individual Lot owners to reimburse the Committee for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual owner and not caused by ordinary wear and tear, such assessments to be established and collected as hereinafter provided. The annual assessments, special assessments, capital costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

The assessments levied by the Committee shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the property and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment.

Until January 1 of the year immediately following the conveyance of the first lot to an owner the maximum annual assessment per lot shall be \$16.00 a month or \$192.00 per year.

- a. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.
- b. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 3% by the vote or written assent of 51% of the lot owners.
- c. The Architectural Committee may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above the Committee may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; provided, that any such assessment shall be approved by a vote of 51%.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Any action authorized under Section 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 15 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% of all lot owners, members who were not present in person or by proxy, may give their assent in writing, provided the same is obtained by the appropriate officers of the Architectural Committee not later than 30 days from the date of such meeting.

Section 6. Date of Commencement of Annual Assessments, Due Dates.

The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the first lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Architectural Committee shall fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Architectural Committee. The Committee shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Committee setting forth whether the assessments on a specified lot have been paid. All assessments may be collected on a monthly basis. Both annual and special assessments shall be divided equally among the lot owners on a per lot basis.

Section 7. Effect of Nonpayment of Assessments. Remedies of the Architectural Committee.

Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 10% per annum. The Architectural Committee may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

Section 8. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

INVALIDITY

In the event any of the Restrictions shall be invalid, or shall be held invalid or void by any court of competent jurisdiction, such invalidity or such void Restriction shall in no way affect any other condition, covenant, restriction, agreement, charge, lien or other matter herein contained.

MODIFICATION

This Declaration shall not be modified except by means of an instrument recorded with the office of the El Dorado County Recorder signed by the Fee Owners of 62% of the Lots.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the 29 day of 5 1976.

(Individual)

STATE OF CALIFORNIA COUNTY OF El Dorado ss. On 29 1976 before me, the undersigned, a Notary Public in and for said County and State, personally appeared James Charles [Signature] and Louise Marie [Signature] known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed. My commission expires [Date]

[Handwritten signatures]

(Seal)

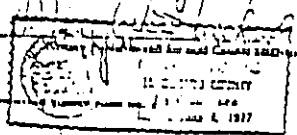
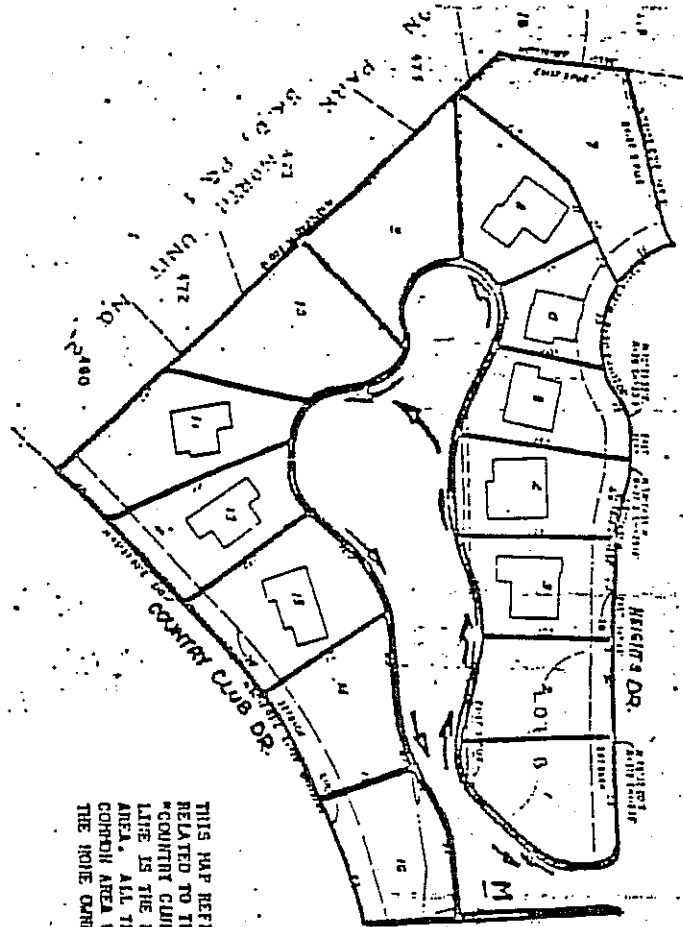


Exhibit A



COUNTRY CLUB COMMONS

THIS MAP REFLECTS ALL COMMON AREAS AS RELATED TO THE SUBDIVISION EXCEPT AS "COUNTRY CLUB COMMONS". THE HEAVY LINE IS THE BOUNDARY LINE FOR THE COMMON AREA. ALL THE MAINTENANCE FOR THE COMMON AREA WILL BE AT THE EXPENSE OF THE HOME OWNERS.