

When RECORDED ret . to
Marlon R. Ginney
P.O. Box 264
El Dorado Hills, Ca.
95630

SEP 11 1981

DECLARATION OF RESTRICTIONS
SPRINGFIELD MEADOWS, UNIT NO. 3

AT MIN. PAST 9 O'CLOCK A M.
EL DORADO COUNTY, CALIFORNIA
Dorothy Carr, Recorder

THIS DECLARATION, is made this 27 day of August, 1981, by
MARLON R. GINNEY and DOLORES J. GINNEY, sometimes hereinafter called
"Declarant".

WITNESSETH:

WHEREAS, MARLON R. GINNEY and DOLORES J. GINNEY, are the owners of the
real property described in Section 1 of this Declaration of Restrictions,
consisting of 13 residential lots in a portion of the development known as
Springfield Meadows; and

WHEREAS, it is the desire and intantion of Declarant to sell said lots
and to impose upon them mutual, beneficial restrictions under a general plan
or scheme of improvement for the benefit of all of said lots and the future
owners thereof, to insure a pleasant residential environment and the
preservation of property value;

NOW THEREFORE, Declarant hereby declares that all of the property de-
scribed in Section 1 hereof is held and shall be held, sold, conveyed,
encumbered, leased, rented, used, occupied, enjoyed and improved and subject
to the following covenants, restrictions, limitations, reservations and
easements, hereinafter sometimes referred to merely as "Covenants" each and
all of which are declared, and agreed to by each purchaser, to be in further-
ance of a general plan for the subdivision, improvement and sale of the
property, and same shall inure to the benefit of and pass with each and every
lot covered hereby, and the same are established and agreed upon for the
purposes set forth above, for the mutual benefit of all of said lots. All of
the covenants, restrictions, limitations, reservations, and easements shall
run with the land and shall be binding on all parties having or acquiring
any right, title or interest in the described property or any part thereof.

1. Property Subject to this Declaration. The real property subject to
this declaration is all that property in the County of El Dorado, State of
California that is described as follows:

Lots 64 through 76, as shown upon that Plat of Springfield Meadows,
Unit No. 3 filed in the office of the County Recorder of El Dorado
County on September 10, 1981 in Book F of Maps, Page 139.

2. Land Use and Building Type. Lots 64 through 76 shall be used
solely for single family residential purposes, and no building shall be
erected, placed or permitted to remain on any lot other than one single
family dwelling, a private garage or carport for the use of the occupants of
said dwelling, and other usual and appropriate outbuildings incidental
and appurtenant to a private dwelling.

3. Architactural Control of Improvements. No building, fence, wall or
other structure shall be erected, placed or altered in external design or color
on any lot until construction plans and specifications, the exterior color
schema, and a plan showing the location of the structure on the lot have been
approved by the Architectural Control Committee as to conformity and harmony
of external design and appearance with surrounding development, and as to
location of the building and finished grounds elevation. Approval shall be
as provided in Section 19.

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4. Dwellings. No dwelling shall be constructed or permitted to remain on any lot having total floor area of less than 2,000 square feet exclusive of open porches, garages or other outbuildings. Each residence or dwelling shall further comply with each of the following unless the Architectural Control Committee specifically approves variation therefrom.

- a. Enclosure of Service Areas. Storage and service area shall not be visible from any street or adjacent property on which the property fronts, and no clothing or household fabrics shall be hung out on any lots unless the same are enclosed by a fence or other enclosure at least six (6) inches higher than such hanging articles, but in no case shall exceed six (6) feet in height.
- b. Off-Street Parking. There shall be a minimum of two (2) off-street parking spaces within enclosed private garage or within a carport approved by the Architectural Control Committee upon the lot, and a minimum of two off-street parking spaces on an approved driveway surfacing shall be provided.
- c. Driveways. All driveways shall be surfaced with concrete, asphaltic concrete, or bituminous mix with no coloring except the natural color of said materials. The gradient between any two points on the surface of the driveway shall not exceed a maximum of 15%. An encroachment permit for said driveway shall be obtained from the Springfield Meadows Community Service District. There shall be no driveway encroachments from White Rock Road.
- d. Garage Doors. The home owners shall use diligence in closing any garage doors that may face the street scene. It is generally accepted that garages are unsightly and that a series of garage doors being left in an open position would destroy or tend to destroy the quiet enjoyment of the lots within the subdivision.
- e. Roof, Material and Color. All roofs shall be subject to Architectural Control Committee approval. Visible roof cop heating and/or air conditioning units are prohibited.
- f. Siding Material and Color. There shall be no prescribed siding material except that no vertical side of any structure shall have a finished surface of imitation wooden shingles, composition or board of other siding which is unsuitable or inferior in the opinion of the Committee.

5. Completion and Occupancy of Dwellings. When the erection of any dwelling is once commenced, the work thereon must be prosecuted diligently and must be completed within a reasonable time. The exterior finish, including finished painting, shall be in any event completed within twelve months after the commencement of construction. No dwelling shall be occupied prior to its completion and connection as incidental to and during the period of construction of a dwelling on any lot. No such temporary structure, such as a mobile home or recreation vehicle, shall be inhabited or used for any residential purposes, either temporarily or permanently.

6. Design Control of Swimming Pools, Fence, Landscaping and Trees. No swimming pool, fence or wall shall be constructed or permitted upon any lot without the approval of the Architectural Control Committee as to location, heights, materials, design, color and safety. No tree shall be removed without written consent of the Architectural Control Committee. No fence shall exceed six (6) feet in height or three (3) feet in height within the front setback line. Open wood fencing is preferred. Chain link, barbed wire or other wire fencing is prohibited.

7. Setback Lines. No portion of any structure on any inside lot shall be nearer than ~~seventy five~~ ^{(20) thirty} feet to the front lot line; nearer than ~~seventy five~~ ^{(20) thirty} feet to the rear lot line. As used in this document, front lot line shall be defined as the edge (boundary) of the easement for road purposes which is at the front of each lot. The orientation of the structure on any corner lot as to front and side designation shall be determined by the Architectural Control Committee. Nothing herein shall be construed to permit noncompliance with any more restrictive setback requirements of the County of El Dorado or other applicable law. For the purposes of the foregoing setback restrictions, terraces, balconies, caves, steps, open porches, fences and shrubs shall not be considered structures.

8. Cross Visibility of Vehicular Traffic. No trees or shrubbery shall be planted or permitted to remain on any lot between the street and the setback line unless the foliage line is maintained to prevent obstruction of safe cross visibility of vehicular traffic approaching and/or using said street.

9. Lot Size. No lot shown on the recorded plat shall be subdivided. No dwelling shall be erected or placed on any lot having a width of less than one hundred (100) feet at the minimum building setback line nor upon any lot having an area of less than one (1) acre.

10. Signs. No sign of any kind shall be displayed to the public view on any lot upon which a dwelling has been constructed and inhabited as a residence except the following:

- a. One identification sign, non-animated and non-flashing and not exceeding seventy-two (72) square inches in area on the face thereof, containing only the name(s) and/or the address of the property.
- b. On any lot and/or structure for sale or for rent, one non-flashing and non-animated sign not to exceed one hundred forty-four (144) square inches, advertising the sale or rental of said property, and said sign shall only be placed in front twenty (20) foot setback as previously designated.
- c. Notwithstanding any provisions hereinabove to the contrary, the Declarant herein expressly reserves unto himself the right to construct and maintain signs for the orderly advertisement and sale of all or any portion of Springfield Meadows.

11. Nuisances. No noxious or offensive activity shall be carried on upon any lot; nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

12. Antennas. Homeowners shall erect no television or other transmitting or receiving antennas on any portion of the dwelling thereon.

13. Parked Vehicles, etc. No boats, boat trailers, house trailers, recreation vehicles or other vehicles shall be regularly parked on any street, upon any driveway, or upon any lot unless they are behind the front setback line and behind a suitable fence, or in an enclosed garage or carport, so as to be not visible from the street. Offending vehicles may be towed away at owners expense.

14. Livestock, Poultry and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs and/or cats (not exceeding two adults of each) which are kept as household pets. No structure for the sole habitation of said animals shall be located or kept within twenty-five (25) feet of any dwelling units erected on adjacent lots without the consent of the persons then occupying said adjacent dwelling. All dogs shall be kept on leash.

15. Garbage and Refuse Disposal. Rubbish, garbage, trash and all other refuse shall be stored in sanitary containers, in a clean condition. Such containers and refuse shall be concealed so as not to be visible from the street or adjacent property, but shall be so situated to be readily accessible to the service agency responsible for disposal of the same. No materials or waste shall be so stored in such manner that they may be transferred off the property by natural causes (wind, rain, etc.). No garbage, refuse or soil materials shall be placed on any vacant lots or land within Springfield Meadows.

16. Slope Control. The existing slope or conformation of any lot shall not be unreasonably altered, nor shall any structure, retaining wall, planting or other activity be taken which retards, changes or otherwise interferes with the natural flow of surface or drainage waters to erosion or sliding problems.

17. Easements. The following easements shall be established:

- a. Easements over strips of land as shown and delineated on the recorded plat of Springfield Meadows Subdivision, Unit No. 3 and for such underground services as stated on said plat for construction, use, maintenance, modification, operation and repair with the facilities within said easements to include wire, cables, conduits, pipes, tanks, manholes, valves and any other appurtenant facilities are hereby reserved unto the Declarant, together with the right to use said easements for the benefit of other property than that described by Section 1. of these Covenants for Springfield Meadows Subdivision, Unit No. 3 and power to grant, convey and dedicate all portions thereof from time to time to any public body or private company for installation of utility services.
- b. Drainage easements across strips of land as shown and delineated on the recorded plat of Springfield Meadows Subdivision, Unit No. 3.
- c. An easement of undetermined location is hereby created on each of the 19 lots of Springfield Meadows Subdivision, Unit No. 3 which is adequate for ingress and egress from the road for the purpose of inspecting, pumping or replacing the septic tanks; if and when it should become necessary, are hereby reserved unto the Declarant together with the right and power to grant, convey and dedicate all portions thereof from time to time to any public body, private company or their nominee.

Within the boundaries of said easement strips, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, maintenance or modification of utilities or services, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through the drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except those improvements for which a public authority or utility company is responsible for maintenance.

18. Telephone and Electrical Service Lines. No overhead telephone, electrical, or other utility service lines may be constructed on any lot or may cross over any lot. All portions of telephone and electrical service lines not located entirely within the enclosed portion of a dwelling must be buried beneath the surface of the ground other than service pedestals.

19. Architectural Control Committee.

a. Membership: The Architectural Control Committee shall be composed of three (3) members appointed by the Board of Directors of Springfield Meadows Community Service District. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member or members shall have full authority to designate a successor or successors. Neither the members of the Committee nor its designate representative shall be entitled to any compensation for services performed pursuant hereto. In the event of the failure of the remaining member or members of the Committee to appoint a successor or successors within ninety

(90) days after the death or resignation of a member or members, then the record owners of a majority of the lots covered by these Covenants shall have the power through a duly recorded written instrument to appoint such successor or successors.

b. Procedure. Requests for approval shall be submitted on Form AC-1 as supplied by the Committee or their delegated representative, along with three (3) sets of plans. (The Committee's approval or disapproval shall be in accordance with these Covenants and the Committee's adopted policies and procedures.) The Committee's approval or disapproval as required in these Covenants shall be in writing and the Committee shall not arbitrarily or unreasonably withhold its approval of any plans or request submitted to it pursuant hereto. If plans or a request has been submitted to the Committee or its designated representative for approval, and the Committee or its designated representative fails to act within thirty (30) days thereafter, approval shall be deemed to have been obtained as required in these Covenants. The Committee shall have the power to establish and grant variances from these Covenants where extraordinary circumstances warrant.

c. Responsibility. Neither Declarant nor the Committee nor any member(s) thereof, nor any successor(s) or assign(s) thereto or thereof, shall be liable in damages to anyone submitting any plans or request to them for approval, or to any owner of land affected by these Covenants by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or request. Every person who submits any plans or request to the Committee for approval agrees, by submission thereof, and every owner of any said property agrees by acquiring title thereto, that he will not bring any such action or suit to recover any such damages.

20. Term. 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 thirty-five (35) years from the date these Covenants are recorded, after which time the Covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots and Declarant or its successors by merger or assignment of all or substantially all of its rights and assets has been recorded agreeing to change said Covenants in whole or in part. At any time that Declarant or its successors by merger or assignment of all or substantially all of its rights and assets, shall own in excess of 25% of the lots covered by these Covenants, Declarant (or successors), shall have the power and right to cancel or amend any or all of the Covenants contained herein by recording a document setting forth said cancellations of or amendments to said Covenants; if less than 25% of said lots are owned by Declarant (or successors), then approval of three-fourths (3/4) of the then owners and Declarant, or their successors are required to change or amend said Covenants.

21. Breach.

a. Enforcement. The result of every act or omission whereby any of the covenants contained herein are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against such result and may be exercised by Declarant or its successors in interest or by the Architectural Control Committee.

b. Attorneys' Fees. In any legal proceeding for the enforcement of this Declaration, the losing party or parties shall pay the attorneys' fees of the prevailing party or parties and such amount as may be fixed by the Court in such proceedings.

22. Time Limits. Except as herein provided, the failure to enforce any restriction herein contained shall in no event constitute a waiver of the right to do so thereafter nor of the right to enforce any other restriction herein.

23. Assignability. Any and all of the rights and powers of the Declarant herein contained may be assigned by Declarant to any person, corporation or association which will assume the duties of Declarant pursuant to said rights and powers.

24. Acceptance. Every person who now or hereafter owns or acquires any right, title, estate or interest in any lot covered by these Covenants is and shall be deemed to have consented and agreed to every covenant and restriction contained in the instrument by which such person acquired an interest in said property.

25. Affect of Deeds of Trust. Nothing contained in this Declaration shall impair or defeat the lien of any mortgage or Deed of Trust made in good faith and for value, but title to any property subject to this Declaration obtained through sale in satisfaction of any such mortgage or Deed of Trust shall thereafter be held subject to all of the restrictions and provisions hereof.

26. Severability. Invalidation of any one of these Covenants by judgment or court shall in no way effect any of the other provisions which shall remain in full force and effect.

Marlon R. Ginney
MARLON R. GINNEY

Dolores J. Ginney
DOLORES J. GINNEY

TO 1968 CA 10-741
(Individual)


STATE OF CALIFORNIA }
COUNTY OF EL DORADO } ss.


On August 27, 1981 before me, the undersigned, a Notary Public in and for said State, personally appeared Marlon R. Ginney and Dolores J. Ginney

_____, known to me to be the person he whose name he subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Vicki K. Stockdale

 TITLE INSURANCE AND TRUST
A TRUST COMPANY

 OFFICIAL SEAL
VICKI K. STOCKDALE
NOTARY PUBLIC - CALIFORNIA
EL DORADO COUNTY
My Commission Expires July 22, 1983

(This area for official notarial seal)

The undersigned, Heirs or devisees of Leroy J. Joerger, deceased subject to the administration of the Estate of said decedent in Sacramento County, Herman E. Lorenz, Jr., Executor of said estate; Margaret E. Hodgson, Lillian M. Mac Beth, and Mary R. Quinn, and Oleeta Myers, present owner and holder of the deed of trust and note, does hereby authorize INTER COUNTY TITLE CO., as Trustee under that certain Deed of Trust dated June 30, 1978, executed by Marlon R. Ginney and Dolores J. Ginney, recorded October 1, 1978 in Book 1681, at page 640, of Official Records of El Dorado County, to endorse and consent to the filing of that certain Subdivision Map entitled "SPRINGFIELD MEADOWS UNIT 3" which is to be filed in the County Recorder's Office of El Dorado County, State of California.

In consideration of the mutual benefits accruing to the parties hereto and other valuable considerations, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood, and agreed, and Beneficiary does hereby agree and acknowledge and consent to and approve all of the provisions in the Declaration of Restrictions Springfield Meadows Unit 3, recorded in Book 2012 at page 587 Official Records of El Dorado County, and intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust in favor of the lien or charge upon said land of said Declaration of Restrictions described herein.

IN WITNESS WHEREOF, the undersigned, have hereunto set their hands this tenth day of September, 1981.

Herman E. Lorenz, Jr.
Herman E. Lorenz, Jr., Executor

Margaret E. Hodgson
Margaret E. Hodgson

Lillian M. Mac Beth
Lillian M. MacBeth

Mary R. Quinn
Mary R. Quinn

Oleeta Myers
Oleeta Myers

by E. S. Nicolas their
by E. S. Nicolas their attorney
in fact
attorney in fact

STATE OF CALIFORNIA,

County of El Dorado } ss.

On this 10th day of September in the year
one thousand nine hundred and 81 before me Patricia Ruth Dellinger
a Notary Public, State of California, duly commissioned and sworn, personally appeared
C. S. Nicolas

known to me to be the person whose name
is subscribed to the within instrument as the attorney in fact of Herman E. Lorenz, Jr.,
Executor, Margaret E. Hodgson, Lillian M. MacBeth, Mary R. Quinn &
Oleeta Meyers
and acknowledged to me that he subscribed the name S of Herman E. Lorenz, Jr.,
E. Hodgson, Lillian M. MacBeth, Mary R. Quinn & Oleeta Myers

Oleeta Meyers
Margaret E. Hodgson

thereto as principalS, and is own name as attorney in fact.

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 above written.

Patricia Ruth Dellinger
Notary Public, State of California

My Commission Expires March 23, 1982

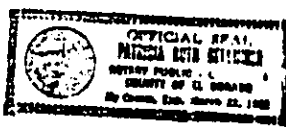


EXHIBIT "A" TO DEED OF TRUST

LEGAL DESCRIPTION

All that certain property situate in the unincorporated area, County of El Dorado, State of California, described as follows:

PARCEL ONE:

Lot 2, the SW 1/4 of the NE 1/4 and the S 1/2 of Section 4, T 8 N., R 11 E., M.D.M.

EXCEPTING THEREFROM that portion of the S 1/2 of Section 4, T 8 N., R 11 E., as conveyed by Belle S. Strawn to Robert Jameson and Paul Jameson in that certain Deed recorded January 14, 1920 in Book 89 of Deeds, page 226, El Dorado County Records.

PARCEL TWO:

The SW 1/4 of Section 3, T 8 N., R 11 E., M.D.M.

PARCEL THREE:

The N 1/2 of the S 1/2 of the SW 1/4 of Section 2, T 8 N., R 11 E., M.D.M.

PARCEL FOUR:

The S 1/2 of the S 1/2 of SW 1/4 and that portion of the SW 1/4 of SE 1/4 of Section 2, T 8 N., R 11 E., M.D.M., lying West of the County Road. Also the E 1/2 of the NW 1/4 and the NE 1/4 of Section 11, T 8 N., R 11 E., M.D.M.

EXCEPTING THEREFROM that portion of the NE 1/4 of Section 11, T 8 N., R 11 E., as conveyed by Enrico D'Agostini, et ux., to Antonio D'Agostini, et ux., in that certain Deed recorded February 24, 1930, in Book 117 of Deeds, page 360, El Dorado County Records.

PARCEL FIVE:

The NE 1/4, the E 1/2 of the NW 1/4 and the N 1/2 of the SE 1/4 of Section 10, T 8 N., R 11 E., M.D.M. Also the W 1/2 of the NW 1/4 and the SW 1/4 of Section 11, T 8 N., R 11 E., M.D.M.

PARCEL SIX:

The NW 1/4 of the NW 1/4 of Section 14, T 8 N., R 11 E., M.D.M.