

# SCPOA

## CCR'S Unit 1 - 4

Master Unit 1 dated May 20, 1969

Unit 2 Supplementary dated Oct. 6, 1969

Unit 3 Supplementary dated Nov. 24, 1971

Unit 4 Supplementary dated June 9, 1971

## **NOTICE:**

**If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.**

"Covenants and restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin are deleted unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3.07 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons"

OFFICIAL RECORDS  
EL DORADO COUNTY-CALIF  
RECORD REQUESTED BY

INTER-COUNTY TITLE CO.  
MAY 20 1 40 PM 1969

JAMES W. SWEENEY  
COUNTY RECORDER

Recorded at the request of  
Inter-County Title Co.

When recorded mail to

Geoffrey A. Hughes  
Attorney at Law  
347 Main Street  
Placerville, California 95667

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration made this 19th day of May,  
1969 by W & D Investment Company, Inc. a corporation,  
hereinafter referred to as "Developer", Witnesseth:

WHEREAS, Developer is the owner of the following  
described real property situate in the County of  
El Dorado, State of California, described as follows:

Lots 36 through 39, both inclusive, and  
lots 70 through 96, both inclusive, as  
shown on the Official "Plat of Swansboro  
Country, Unit No. 1", filed for record  
in the office of the County Recorder of  
the County of El Dorado, State of Calif-  
ornia, on the

13th day of May, 1969  
in Book E of Maps, at Page 30

and

WHEREAS, Developer desires to create thereon a  
residential community with permanent common areas,  
and other common facilities for the benefit of

1 8949

said community; and

WHEREAS, Developer desires to provide for the preservation of the values in said community and for the maintenance of said common areas, and other common facilities, and to this end, desires to subject the real property hereinbefore described, together with such additions thereto as may hereafter be made, to the covenants, conditions, restrictions, easements, and agreements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values of said community, to create an agency or entity to which should be delegated and assigned the power of maintaining and administering the common properties and facilities and the maintaining, repairing and improving, and the providing for, and financing of, subsequent stages of construction of the public roads shown upon and dedicated by the Official Map hereinbefore mentioned and the installing, maintaining and replacing of street name signs and traffic control signs on the said public roads shown upon and dedicated by the Official Map of said subdivision hereinbefore mentioned and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of California, as a nonprofit corporation, the Swansboro Country Property Owners Association, for the purpose of exercising the functions hereinbefore set forth;

NOW, THEREFORE, the Developer declares that the real property hereinbefore described and such additions thereto as may hereafter be made pursuant to these Declarations, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

#### ARTICLE I

##### DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration shall have the following meanings:

(a) "Association" shall mean and refer to the Swansboro Country Property Owners Association.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Common Areas" shall mean and refer to those areas of land shown on any recorded subdivision map of the properties and intended to be devoted to the common

use and enjoyment of the owners of the properties.

(d) "Lot" shall mean any numbered lot designated and shown on any recorded subdivision map of the properties with the exception of the common areas as hereinbefore defined.

(e) "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.

(f) "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 situate upon the property, but shall not mean or refer to any lienholder unless or until such lienholder has acquired title due to foreclosure or any proceeding in lieu of foreclosure.

(g) "Members" shall mean and refer to all those owners who are members of the Association as provided in Article III, Section 1 hereof.

## ARTICLE II

### PROPERTIES SUBJECT TO THIS DECLARATION ADDITIONS THERETO

Section 1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject

to this Declaration is located in the County of El Dorado,  
State of California and is more particularly described  
as follows:

Lots 36 through 39, both inclusive, and  
Lots 70 through 96, both inclusive, as  
shown on the Official "Plat of Swam-bone  
Country, Unit No. 1", filed for record  
in the office of the County Recorder of  
the County of El Dorado, State of Calif-  
ornia on the

13th day of May, 1969  
in Book E of Maps, at page 30;

All of which real property shall hereinafter be  
referred to as existing property.

Section 2. Additional land may become subject  
to this Declaration in the following manner:

(a) The Developer, its successors and assigns,  
shall have the right to bring within the scheme of  
this Declaration additional properties in future stages  
of the development, provided that such additions are in  
accord with the General Plan of Development prepared  
prior to sale of any lot and made known to every  
purchaser, which knowledge may be communicated by  
brochure delivered to each purchaser or by referring  
to a posted map prior to such sale.

Such General Plan of Development shall show the  
proposed additions to the existing property and shall  
contain:

1. A general indication of size and location of  
additional development stages and proposed land uses in

each proposed addition;

2. The approximate size and location of common properties proposed for each stage;

3. A limitation that the number of additional lots shall not exceed 1,000 (one thousand).

4. Provisions that said additional lots will not substantially increase assessments or burdens upon the common property;

5. The general nature of proposed common facilities and improvements;

6. A statement that the proposed additions, if made, will become subject to assessment for their just share of Association expenses;

7. A statement that the proposed additions or annexations shall be accomplished within three years from and following the date of the last Final Subdivision Public Report affecting the property subject to this Declaration.

Unless otherwise stated therein, such general plan shall not bind the Developer, his heirs, successors or assigns, to make the proposed additions or to adhere to the plan in any subsequent development of the land shown thereon and the general plan shall contain a conspicuous statement to this effect.

The additions authorized under this subsection shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to this Declaration within the existing properties.

(b) Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation and By-Laws, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection (a) hereof.

(c) Upon a merger or consolidation of the Association with another association as provided in the Articles of Incorporation and By-Laws of the Association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may by operation of law be

added to the properties, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated Association may administer the covenants and restrictions established by this Declaration within the existing property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the existing properties except as hereinafter provided.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Every person who is or entity which is a record owner of a fee, or undivided fee interest, in any lot or plot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds or which holds such interest merely as security for the performance of an obligation shall not be a member.

Section 2. The Association shall have but one class of voting membership. Members shall be entitled to one vote for each lot and one vote and fraction of a vote for the number of lots in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any lot, or lots, all such persons shall be members and the vote for such lot, or lots, and fraction or fractions of a lot or lots, shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one such lot.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the common areas and such easements shall be appurtenant to and shall pass with the title to every lot or plot.

Section 2. The Developer may retain the legal title to the common areas until such time as it has completed such improvements as it desires to make thereon and until such time as in the opinion of Developer, the Association is able to maintain the same. Notwithstanding any provision herein, the Developer hereby covenants for itself, its successors and assigns, that it shall convey the common areas to the Association not later than one year from the date of the sale of the first lot in the subdivision or when twenty-five per cent of all of the lots in the subdivision have been sold, whichever event first occurs.

Section 3. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association in accordance with its Articles and By-Laws to borrow money for the purpose of improving the common areas and in aid thereof to mortgage the property, provided that no

such encumbrance may be placed on the common areas without the affirmative vote of two-thirds of the membership.

(b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosures; and

(c) The right of the Association, as provided by its Articles of Incorporation and By-Laws to suspend the enjoyment rights of any member for any period during which an assessment remains unpaid, and for any period, not to exceed thirty (30) days, for any infraction of its published rules and regulations, provided that no such suspension shall be effective unless and until said member has been afforded the opportunity of a hearing, notice and the conduct of which shall be in accordance with the rules and regulations for administrative hearings as set forth in the California Administrative Code.

(d) The right of the Association to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast three-fourths of the vote of the membership has been recorded agreeing to such dedication, transfer, purpose or conditions and unless written notice

of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken.

#### ARTICLE V

##### COVENANT FOR ASSESSMENTS

Section 1. The Developer, for each lot or plot owned by anyone in the properties, hereby covenants and each owner of any lot or plot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

- (a) Annual assessments or charges or dues;
- (b) Special assessments for annual upkeep, capital improvements and maintenance costs of the common areas; special assessments for maintenance, repair and replacement of the fences on the roads known as "Mosquito Road" and as "Mosquito Cut-Off"; special assessments to maintain, repair, improve, finance and pay for subsequent stages of construction of the public roads shown upon and dedicated by the Official Map of Swansboro Country, Unit No. 1, and special assessments for the purpose of installing, maintaining and replacing street name signs and traffic control signs on the public roads shown upon and dedicated by the Official Map of Swansboro Country, Unit No. 1; all such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and the cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien on the property against which each such assessment is made. Each such assessment, together with such interest thereon and the cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person or owner who was the owner of such property at the time when the assessment fell due.

Section 2. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, welfare, safety, comfort and recreation of the residents in the properties and in particular for the improvement and maintenance of the common areas and, for the purposes set forth in subparagraph (b) of foregoing Section 1 hereof.

Section 3. Until the year beginning January, 1971 the annual assessment shall be fifteen dollars per year per lot payable annually, and from and after January, 1971 the annual assessment may be increased by vote of the members, as hereinafter provided, for the next succeeding three (3) years and at the end of each such period of three (3) years, for each succeeding period of three (3) years. Developer shall pay its proportionate share of the annual assessments, in proportion to the units or lots owned by Developer, until all of the lots in said

subdivision are sold.

Section 4. In addition to the annual assessments authorized by Section 3 hereof, the Association 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 or reconstruction, unexpected repair or replacement of a described capital improvement on the common area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the vote of members who are voting in person or by proxy at the meeting to be called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance setting forth the purpose of the meeting. In addition, the Association 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 costs of maintenance, repair and replacement of the fences on the roads known as "Mosquito Road" and as "Mosquito Cut-Off" and the costs of maintaining, repairing, improving, financing and paying for subsequent stages of construction of the public roads shown upon and dedicated by the Official Map of Swansboro Country, Unit No. 1, and for the purpose of installing, maintaining and replacing street name signs and traffic control signs on the public roads shown upon

and dedicated by the Official Map of Swansboro Country, Unit No. 1, provided that Developer shall not be responsible for payment of such special assessments at any time.

Section 5. Subject to the limitations of Section 2 hereof and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period, provided that any such change shall have the assent of a majority of the vote of members voting in person or by proxy; provided further, that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under its By-Laws and under Article II, Section 2 hereof.

Section 6. The quorum required for any action authorized by Section 4 and by Section 5 hereof shall be as follows: At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members or of proxies entitled to cast a majority of all votes of the membership shall constitute a quorum. In the event a quorum is not present, the meeting may be adjourned, and the adjourned meeting the members present in person or by proxy shall constitute a quorum.

Section 7. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot or plot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of

the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall, upon demand, at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether or not said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. If the assessments are not paid on the date when due then such assessments shall become delinquent and shall, together with such interest thereon and costs of collection thereof as are hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall

bear interest from the date of delinquency at the rate of seven per cent (7%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee, to be fixed by the Court, together with the costs of the action.

Section 10. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon the property subject to the assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or a transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. All property which is subject to this Declaration shall be exempted therefrom to the extent of any easement therein dedicated and accepted by any local public authority and devoted to public use, and also all

properties exempted from taxation by the laws of the State of California.

ARTICLE VI  
BUILDING RESTRICTIONS

Section 1. Uses and improvements.

(a) With the exceptions of Lots 70 and 92, 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 out buildings and structures incident and appurtenant to a private residence shall be erected or maintained on any lot or plot in this 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.

(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, including the common areas.

(c) The common areas are those designated as Lots 70 and 92 on the Official Map of said subdivision.

Section 2. The principal residence building on any lot or plot shall cover a ground floor area of not less than 850 square feet if a one story residence, and not less than 850 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 350 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.

Section 3. No building, projection, or any part thereof, shall be erected on any lot or plot nearer than fifty (50) feet from any lot line or plot line.

Section 4. 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, paths, riding trails, or public services and facilities. No interference shall be made with the free use of such easements for the purposes for which they are intended.

Section 5. No billboards or other advertising devices shall be erected or placed upon any lot or plot in this subdivision, except as follows: The name and profession of any professional person may be displayed upon any dwelling house on a sign not exceeding 200 square inches in area. No more than one "For Sale", "For Lease", or "For Rent" sign, plus one builders' sign during construction of a residence shall be displayed upon any lot or plot, and such sign shall not be larger than 18 inches by 24 inches in size; provided, however, that in the course of developing or improving the subdivision and lots, the Developer or his agent or builders may erect and display larger signs.

Section 6. 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.

Section 7. 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 120 days where such cessation is not excused by the provisions hereof, the existence of such incomplete buildings shall be deemed to be a nuisance and the Developer 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 expense incurred in connection with the removal or completion of such building shall become a lien upon the land and improvements thereon upon which such building is situated, which said lien may be foreclosed either as a mechanic's lien or as a mortgage or deed of trust made on real property.

#### ARTICLE VII

##### BUILDING DESIGN AND MATERIALS

Section 1. Any building placed, erected or maintained upon any lot or plot shall be entirely constructed thereon and the same shall not, nor shall any part thereof, be moved or placed thereon from elsewhere.

Section 2. 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.

Section 3. No reflective metals or other materials which may cause glare shall be used on any exterior surface of any building and in the event metal is used on any exterior surface of any building such metal shall be painted for the purpose of preventing glare.

#### ARTICLE VIII

##### GROUND

Section 1. 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 area not less than ten feet in radius from each such incinerator.

Section 2. Barbed wire shall not be used for fencing purposes on any lot or plot in this subdivision nor shall any electrically charged wire be used for fencing. No fence erected on any portion of any lot or plot shall exceed six feet in height.

Section 3. Each dwelling shall be provided with a sewage disposal system consisting of an individual

septic tank, or other equally sanitary structure for the storage or disposal of sewage, constructed, located, and connected with a drain field, and all such facilities shall conform to the Health and Safety Regulations of the County of El Dorado, State of California.

Section 4. All wells and water facilities on each lot or plot in said subdivision shall conform to the Health and Safety Regulations of the County of El Dorado, State of California.

Section 5. No boats, trucks, campers, automobiles or trailers shall be stored in the open within view of public streets.

#### ARTICLE IX GENERAL PROVISIONS

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or by the owner of any land subject to this Declaration, for a term of thirty-five (35) years from the date of recording of this Declaration, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of three-fourths (3/4) of the lots or plots in said subdivision has been recorded, agreeing to change said covenants and restrictions in

whole or in part, provided, however, that no such agreement as to change or changes shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed change or changes is sent to every owner at least ninety (90) days in advance of any action taken by the owner desiring to make such change or changes.

Section 2. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or as an owner on the records of the Association at the time of such mailing.

Section 3. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation thereof or to recover damages therefor, and against the land to enforce any lien created by these covenants; and failure by the Association or by any owner to enforce any covenant or restriction herein contained shall not be deemed to be a waiver of the right to do so thereafter.

Section 4. Invalidation of any one of these covenants or restrictions by judgment or by court order shall in no way affect any of the other provisions

herein contained which such other provisions shall remain in full force and effect.

Section 5. No lot, plot or building in this subdivision shall be used for the keeping or breeding of fowl, or animals of any kind for commercial purposes. A reasonable and usual number of household pets may be kept for the pleasure of the occupants of the premises where kept, but the same shall not be kept in numbers or under conditions objectionable to other residents in the subdivision. No lot owner shall have more than two dogs or more than two cats over the age of four months.

Section 6. Nothing contained in this Declaration shall impair or defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but title to any property taken subject to this Declaration whether obtained through sale or through foreclosure of any mortgage or deed of trust or in lieu of foreclosure of such mortgage or deed of trust shall thereafter be held subject to all of the terms and provisions herein contained.

Section 7. Each grantee of a conveyance or purchaser under a contract or agreement of sale, by accepting a deed or contract of sale or agreement of purchase, accepts the same subject to all of the

covenants, conditions, restrictions, easements and agreements set forth in this Declaration and agrees to be bound by all of the same. Damages for breach of any of the covenants, restrictions or agreements set forth in this Declaration are hereby declared not to be adequate compensation, but such breach and the continuation thereof may be enjoined or abated by appropriate proceedings by the Developer, the Association, or by an owner or owners of any other lot or lots, or plots in said subdivision. If suit be instituted to enforce any of the provisions of this Declaration, the owner or owners against whom such suit is instituted hereby agree to pay costs and reasonable attorney's fees incurred by any person or persons or corporation, including the Association, duly authorized to prosecute such suit.

Section 8. Failure by the Developer or any other person or persons entitled so to do to enforce any covenant, condition, restriction or agreement herein contained, upon violation thereof, shall not estop, prevent or be deemed to be a waiver of the right of enforcement thereafter.

Section 9. The covenants, conditions, restrictions, easements and agreements set forth in this Declaration may be waived, modified, changed, altered, cancelled or

terminated as to the whole of said subdivision or any part or portion thereof with the written consent of the owners of ~~at least~~ at least ~~five per cent (75%)~~ of the lots and plots in the subdivision. No such waiver, modification, change, alteration, cancellation or termination shall be effective until a proper instrument in writing shall have been executed and recorded in the office of the County Recorder of the County of El Dorado.

IN WITNESS WHEREOF, W & D Investment Company, Inc., a California corporation, the owner in fee of all of the lands described and subdivided as "Swansboro Country, Unit No. 1" has caused this instrument to be executed this 19th day of May, 1969 by its officers thereunto duly authorized.

W & D INVESTMENT COMPANY, INC.,  
a corporation

By

*J. H. Dyer*  
President

By

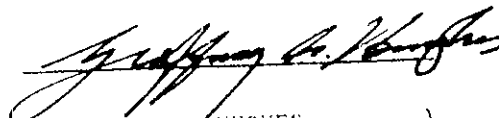
*John W. Ekman*  
Secretary



(CORPORATE SEAL)

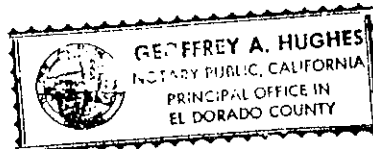
State of California )  
County of El Dorado ) ss.

On the 19th day of May, 1969 before  
me, the undersigned, a Notary Public in and for the  
County of El Dorado, State of California, personally  
appeared R. H. Dyer and John W. Ehlman, known to me to  
be the President and Secretary, respectively, of W & D  
Investment Company, Inc., the corporation that executed  
the within instrument and 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 same.

  
(GEOFFREY A. HUGHES)

Notary Public in and for  
said County and State.

(NOTARIAL SEAL)



MAIL TO

3191 BURNING GUM ST.  
PLACERVILLE, CA 95267

75942

OFFICIAL RECORDS  
EL DORADO COUNTY CALIF  
RECORD REQUESTED BY:

Homesowners Assn.

5<sup>00</sup> 93 DEC 15 AM 9:04

LONITA "JEAN" BELL  
COUNTY RECORDER-CLERK

SWANSBORO COUNTRY SUBDIVISION  
AMENDMENT FOR:

UNIT 1 FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE  
COUNTY OF EL DORADO ON MAY 13, 1969 IN MAP BOOK E NO. 30

UNIT 2 FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE  
COUNTY OF EL DORADO ON OCTOBER 6, 1969 BOOK E MAP NO. 43

UNIT 3 FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE  
COUNTY OF EL DORADO ON NOVEMBER 24, 1969 BOOK E MAP NO 106

UNIT 4 FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE  
COUNTY OF EL DORADO ON JUNE 9, 1971 BOOK E MAP NO. 94

UNIT 3 AMENDED FILED IN THE OFFICE OF THE COUNTY RECORDER OF  
THE COUNTY OF EL DORADO ON APRIL 12, 1973 BOOK F PAGE 19

AMENDMENT AS FOLLOWS:

JULY 1993 AS PER A MAJORITY OF THE VOTERS OF SWANSBORO  
COUNTRY PROPERTY OWNERS ASSOCIATION (SCPOA), THE FOLLOWING  
CHANGE IS IN EFFECT.

ALL PROPERTY SET-BACKS ARE TWENTY (20) FEET. THIS INVOLVES  
UNITS 1 THRU UNIT 4. THIS ALSO CORRESPONDS WITH EL DORADO  
COUNTY REQUIREMENTS.

Swansboro County Property Owners Association

Elsie Gallagher  
ELSIE GALLAGHER, PRESIDENT

Nov. 15, 1993  
DATE:

D.C. Gallagher  
D.C. GALLAGHER, CHAIRMAN, D.C.&R COMMITTEE

15 DEC 93  
DATE:

RECORDED SPECIFICALLY AT REQUEST OF FILER  
RECORDER'S NOTE

CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of El Dorado

SS.

On 12-13-93 before me, RUTH E. BRILLISOUR  
(date) (Notary)  
personally appeared D.C. GALLAGHER

personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s)  
on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Ruth E. Brillisour  
Notary's Signature



BOOK 4173 PAGE 233

END

EL DORADO  
COUNTY RECORDER

OFFICIAL RECORDS  
EL DORADO COUNTY, CALIF.  
RECORD REQUESTED BY  
INTER-COUNTY TITLE CO.

OCT 6 4 26 PM 1969

JAMES P. LENEY  
COUNTY RECORDER

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

AS TO

SWANSBORO COUNTRY UNIT NO. 2

THIS DECLARATION made this 6th day of October, 1969,  
by W & D INVESTMENT COMPANY, INC., a corporation, hereinafter referred to as  
"Developer",

WITNESSETH:

WHEREAS, Developer is the owner of the following described real property, situate  
in the County of El Dorado, State of California, described as follows:

Lots 1 through 39, both inclusive, Lots 41 and 42, Lots 44 through  
85, both inclusive, Lot 87, Lots 89 through 114, both inclusive,  
and Lots 165, 166, 167 and 169, as shown on the Official "Plat of  
Swansboro Country, Unit No. 2", filed for record in the office of  
the County Recorder of the County of El Dorado, State of California  
on the 6th day of October, 1969, in Book E  
of Maps, at Page 43, which real property is hereinafter  
referred to as "Unit No. 2"; and

WHEREAS, Developer filed for record a certain "DECLARATION OF COVENANTS AND  
RESTRICTIONS" dated May 19, 1969, recorded May 20, 1969, in Book 932 of Official  
Records of El Dorado County, at Page 196, which Declaration is hereby referred to  
and incorporated herein by reference, as if fully set forth, subject to the  
modifications hereinafter set forth; and

(i)

BOOK 952 PAGE 667

EL DORADO  
COUNTY RECORDER

WHEREAS, Developer desires to extend the scheme of said Covenants and Restrictions to include Swansboro Country Unit No. 2, in accordance with Article II, Section 2 of said Declaration;

NOW, THEREFORE, Developer declares that the real property described herein as Unit No. 2 shall constitute additional property as provided in said Declaration, and shall be held, transferred, sold, conveyed and occupied subject to said covenants, restrictions, easements, charges and liens as set forth in said Declaration, subject to the modifications hereinafter set forth, without modification of said Declaration as applied to the Lots in Swansboro Country Unit No. 1, and only for the purpose of modification of the Declaration as the same applies to the additional property described herein as Unit No. 2, the reference in said Declaration shall be deemed, and are hereby amended as follows:

- (1) Article V, Section 1 (b) and Article V, Section 4 are modified by Substitution of the words "Unit No. 2" in the place and stead of the words "Unit No. 1", wherever the same appear therein.
- (2) Article VI, Section 1, Subsections (a) and (c) are modified by the substitution of the words "Lots 163, 166, 167 and 169", in the place and stead of the words "Lots 70 and 92" wherever the same appear therein.
- (3) Article VI, Section 3 is amended to read as follows: "No building, projection, or any part thereof, shall be erected on any lot or plot nearer than fifty (50) feet from any Street lot line or plot line".

IN WITNESS WHEREOF, W & D INVESTMENT COMPANY, INC., a California corporation, the owner in fee of all of the lands described and subdivided as "Swansboro Country Unit No. 2" has caused this instrument to be executed this 6th day of October, 1969, by its officers thereunto duly authorized.

W & D INVESTMENT COMPANY, INC.,  
a corporation

BY: [Signature]  
PRESIDENT  
BY: [Signature]  
VICE PRESIDENT



102X 052 AGO 068

EL DORADO  
COUNTY RECORDER

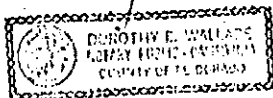
STATE OF CALIFORNIA )  
COUNTY OF EL DORADO ) SS.

On October 6, 1969, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD H. DYER, known to me to be the President and KENNETH WILKINSON, known to me to be the Vice President 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.

*Dorothy E. Wallace*  
DOROTHY E. WALLACE

My Commission Expires Nov. 30, 1970



END OF DOCUMENT

169 669

MAIL TO

3191 BURNING SWAIL ST.  
PLACERVILLE, CA 95267

75942

EL DORADO COUNTY CALIF  
RECORD REQUESTED BY:

Homeowners Assn.

500 93 DEC 15 AM 9:04

SWANSBORO COUNTRY SUBDIVISION  
AMENDMENT FOR:

LONITA "JEAN" BELL  
COUNTY RECORDER-CLERK

UNIT 1 FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE  
COUNTY OF EL DORADO ON MAY 13, 1969 IN MAP BOOK E NO. 30

UNIT 2 FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE  
COUNTY OF EL DORADO ON OCTOBER 6, 1969 BOOK E MAP NO. 43

UNIT 3 FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE  
COUNTY OF EL DORADO ON NOVEMBER 24, 1969 BOOK E MAP NO 106

UNIT 4 FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE  
COUNTY OF EL DORADO ON JUNE 9, 1971 BOOK E MAP NO. 94

UNIT 3 AMENDED FILED IN THE OFFICE OF THE COUNTY RECORDER OF  
THE COUNTY OF EL DORADO ON APRIL 12, 1973 BOOK F PAGE 19

AMENDMENT AS FOLLOWS:

JULY 1993 AS PER A MAJORITY OF THE VOTERS OF SWANSBORO  
COUNTRY PROPERTY OWNERS ASSOCIATION (SCPOA), THE FOLLOWING  
CHANGE IS IN EFFECT.

ALL PROPERTY SET-BACKS ARE TWENTY (20) FEET. THIS INVOLVES  
UNITS 1 THRU UNIT 4. THIS ALSO CORRESPONDS WITH EL DORADO  
COUNTY REQUIREMENTS.

Swansboro County Property Owners Association

Elsie Gallagher  
ELSIE GALLAGHER, PRESIDENT

Dec. 15, 1993  
DATE:

D.C. Gallagher  
D.C. GALLAGHER, CHAIRMAN, D.C.&R COMMITTEE

15 Dec 93  
DATE:

RECORDED SPECIALLY AT REQUEST OF FILER  
RECORDER'S NOTE

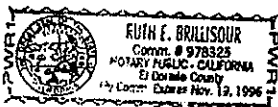
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of El Dorado

SS.

On 12-13-93 before me, RUTH E. BRILLISOUR  
(date) (Notary)  
personally appeared D.C. GALLAGHER



personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s)  
on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.  
WITNESS my hand and official seal.

Ruth E. Brillisour  
Notary's Signature

BOOK 4173 PAGE 233

END

El Dorado County

When recorded return to:  
Inter-County Title Co.  
P.O. Box 1048  
Piscerville, California 95667  
#90323

OFFICIAL RECORDS  
EL DORADO COUNTY, CALIF.  
RECORD REQUESTED BY  
INTER-COUNTY TITLE CO.  
Nov 24 2 44 PM 1971  
JAMES W. SWEENEY  
COUNTY RECORDER

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

AS TO

SWANSHORE COUNTRY UNIT NO. 3

THIS DECLARATION made this 11th day of October, 1971, by LAMBERMAN'S MORTGAGE CO., INC., a California corporation, hereinafter referred to as "Developer",

WITNESSETH:

WHEREAS, Developer is the Owner of the following described real property, situate in the County of El Dorado, State of California, described as follows:

Lots 172 through 276, both inclusive;  
Lots 278 through 311, both inclusive;  
and Lots 313 through 325, both inclusive;  
as shown on the Official "Plat of Swanshore Country, Unit No. 3, filed for record in the Office of the County Recorder of the County of El Dorado, State of California, on the 24<sup>th</sup> day of November, 1971, in Book E of Maps, at Page 166, which real property is hereinafter referred to as "Unit No. 3", and

WHEREAS, W. & D. Investment Co., Inc., a California corporation, filed for record a certain "Declaration of Covenants and Restrictions" dated May 19, 1969, recorded May 20, 1969, in Book 932 of Official Records of El Dorado County, at Page 196, and also filed for record a "Supplementary Declaration of Covenants and Restrictions" dated October 6, 1969, recorded October 6, 1969, in Book 952 of Official Records of El Dorado County, at Page 667, and also filed a "Supplementary Declaration of Covenants and Restrictions" on June 9, 1971, in Book 1057 of Official Records of El Dorado County, at Page 515, which Declarations are hereby referred to and incorporated herein by reference, as if fully set forth, subject to the modifications hereinafter set forth; and

WHEREAS, Developer desires to extend the scheme of said Covenants and Restrictions to include Swanshore Country Unit No. 3, in accordance with Article II, Section 2 of Declaration recorded May 20, 1969, in Book 932, at Page 196;

NOW, THEREFORE, Developer declares that the real property described herein as Unit No. 3 shall constitute additional property provided in said Declaration, and shall be held, transferred, sold, conveyed and occupied subject to said covenants, restrictions, easements, charges and liens as set forth in said Declaration, subject to the modifications hereinafter set forth, without modification of said Declaration and Supplementary Declarations as applied to the Lots in Swanshore Country Unit No. 1, Unit No. 2, and Unit No. 4, and only for the purpose of modification of the Declaration as the same

El Dorado County

applies to the additional property described herein as Unit No. 3, the reference in said Declaration recorded October 6, 1969, in Book 952 of Official Records, at Page 667, shall be deemed, and is hereby amended as follows:

- (1) ARTICLE V, Section 1 (b) and ARTICLE V, Section 4, are modified by substitution of the words "Unit No. 3" in the place and stead of the words "Unit No. 1", wherever the same appear therein;
- (2) ARTICLE VI, Section 1, Subsections (2) and (c) are modified by the substitution of the words "Lot 315", in the place and stead of the words "Lots 70 and 92" wherever the same appear therein;
- (3) ARTICLE VI, Section 3, are amended by deletion in its entirety and substituting and amending said ARTICLE VI, Section 3, to read as follows:

"Section 3. No building, projection, or any part thereof, shall be erected on any lot or plot nearer than twenty (20) feet from any lot line or plot line."

IN WITNESS WHEREOF, LIMBERMAN'S MORTGAGE CO., INC., a California corporation, the owner in fee of all of the lands described and subdivided as "SWANSEBORO COUNTRY, UNIT NO. 3" has caused this instrument to be executed this 11th day of October, 1971, by its officers thereunder duly authorized.

LIMBERMAN'S MORTGAGE CO., INC.,  
a California corporation

By: [Signature] V.P.

By: [Signature] Secy



STATE OF CALIFORNIA, }  
County of El Dorado } ss.  
On this 11th day of October, 1971, in the year one thousand nine hundred and seventy-one,  
before me, the undersigned, a Notary Public,  
State of California, duly commissioned and sworn, personally appeared  
STANLEY D. KRIKAC, and CHARLES H. GIOVANNETTI  
known to me to be the Vice-President and Secretary  
of the corporation described in and that executed the within instrument, and also known to me to be  
the person who executed the within instrument on behalf of the corporation therein named, and  
I acknowledged to me that such corporation executed the same pursuant to its by-laws or a  
resolution of its Board of Directors  
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.  
[Signature]  
Notary Public, State of California.

Notary's Form No. 28 (Acknowledgment—Corporation).  
C.C. Sec. 1150-1150.13

My Commission Expires \_\_\_\_\_

- 2 -

END OF DOCUMENT

BOOK 1090 PAGE 393

MAIL TO

3191 BURNING SWAMP CT.  
PLACERVILLE, CA 95267

75942

OFFICIAL RECORD  
EL DORADO COUNTY CALIF  
RECORD REQUESTED BY:

Homeowners Assn.

500 93 DEC 15 AM 9:04

LORITA "JEAN" BELL  
COUNTY RECORDER-CLERK

SWANSBORO COUNTRY SUBDIVISION  
AMENDMENT FOR:

UNIT 1 FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE  
COUNTY OF EL DORADO ON MAY 13, 1969 IN MAP BOOK E NO. 30

UNIT 2 FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE  
COUNTY OF EL DORADO ON OCTOBER 6, 1969 BOOK E MAP NO. 43

UNIT 3 FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE  
COUNTY OF EL DORADO ON NOVEMBER 24, 1969 BOOK E MAP NO 106

UNIT 4 FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE  
COUNTY OF EL DORADO ON JUNE 9, 1971 BOOK E MAP NO. 94

UNIT 3 AMENDED FILED IN THE OFFICE OF THE COUNTY RECORDER OF  
THE COUNTY OF EL DORADO ON APRIL 12, 1973 BOOK F PAGE 19

AMENDMENT AS FOLLOWS:

JULY 1993 AS PER A MAJORITY OF THE VOTERS OF SWANSBORO  
COUNTRY PROPERTY OWNERS ASSOCIATION (SCPOA), THE FOLLOWING  
CHANGE IS IN EFFECT.

ALL PROPERTY SET-BACKS ARE TWENTY (20) FEET. THIS INVOLVES  
UNITS 1 THRU UNIT 4. THIS ALSO CORRESPONDS WITH EL DORADO  
COUNTY REQUIREMENTS.

Swansboro County Property Owners Association

Elsie Gallagher  
ELSIE GALLAGHER, PRESIDENT

Dec. 15, 1993  
DATE:

D.C. Gallagher  
D.C. GALLAGHER, CHAIRMAN, D.C. & R COMMITTEE

15 Dec 93  
DATE:

RECORDERS NOTE  
RECORDED SPECIFICALLY AT REQUEST OF FILER

CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of El Dorado

SS.

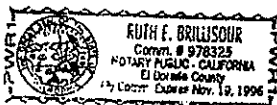
On 12-13-93 before me, RUTH E. BRILLISOUR  
(date) (Notary)

personally appeared D.C. GALLAGHER

personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s)  
on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Ruth E. Brillisour  
Notary's Signature



BOOK 4173 PAGE 233

END

When recorded return to:  
Inter-County Title Co.  
P.O. Box 387  
Placerville, California  
#87522

OFFICIAL RECORDS  
EL DORADO COUNTY - CALIF.  
RECORD REQUESTED BY

INTER-COUNTY TITLE CO. ✓  
JUN 9 2 41 PM 1971

JAMES W. SWINNEY  
COUNTY RECORDER

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

AS TO

SWANSBORO COUNTRY UNIT NO. 4

THIS DECLARATION made this 9th day of JUNE, 1971,  
by W & D INVESTMENT COMPANY, INC., a corporation, hereinafter referred to as  
"Developer",

WITNESSETH:

WHEREAS, Developer is the owner of the following described real property, situate  
in the County of El Dorado, State of California, described as follows:

Lots 115 through 126, both inclusive;  
Lots 129 through 140, both inclusive, and  
Lots 142 through 143, both inclusive, as  
shown on the Official "Plat of Swansboro Country,  
Unit No. 4", filed for record in the office of  
the County Recorder of the County of El Dorado,  
State of California on the 7th day of JUNE, 1971,  
in Book E of Maps, at Page 94, which real  
property is hereinafter referred to as "Unit No. 4"; and

WHEREAS, Developer filed for record a certain "DECLARATION OF COVENANTS AND  
RESTRICTIONS" dated May 19, 1969, recorded May 20, 1969, in Book 932 of Official  
Records of El Dorado County, at Page 196, and also filed for record a  
"SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS" dated October 6, 1969,  
recorded October 6, 1969, in Book 952 of Official Records of El Dorado County,  
at Page 667, which Declarations are hereby referred to and incorporated herein  
by reference, as if fully set forth, subject to the modifications hereinafter  
set forth; and

WHEREAS, Developer desires to extend the scheme of said Covenants and Restric-  
tions to include Swansboro Country Unit No. 4, in accordance with Article II,  
Section 2 of Declaration recorded May 20, 1969, in Book 932 at Page 196;

NOW, THEREFORE, Developer declares that the real property described herein  
as Unit No. 4 shall constitute additional property provided in said Declaration,  
and shall be held, transferred, sold, conveyed and occupied subject to said  
covenants, restrictions, easements, charges and liens as set forth in said  
Declaration, subject to the modifications hereinafter set forth, without  
modification of said Declaration and Supplementary Declaration recorded  
October 6, 1969, in Book 952 of Official Records at Page 667, as applied to.

14715

- (1) Article V, Section 1 (b) and Article V, Section 4 are modified by substitution of the words "Unit No. 4" in the place and stead of the words "Unit NO. 1", wherever the same appear therein.
- (2) Article VI, Section 1, Subsections (a) and (c) are modified by the substitution of the words "Lot 127", in the place and stead of the words "Lots 70 and 292" wherever the same appear therein.

W & D INVESTMENT COMPANY, INC.,  
a California corporation

By Richard H. [Signature]  
President

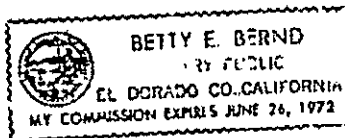
By \_\_\_\_\_ Vice President

STATE OF CALIFORNIA)  
 ) SS.  
COUNTY OF EL DORADO)

On June 9, 1971, before me, the undersigned, a Notary Public in and for said State, personally appear RICHARD H. DYER, known to me to be the President and KENNETH WILKINSON, known to me to be the Vice President 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.

Edw. E. Bernd  
EDW. E. BERND



MAIL TO

3191 BURNING SPRING ST.  
PLACERVILLE, CA 95467

75942

OFFICIAL RECORDS  
EL DORADO COUNTY CALIF  
RECORD REQUESTED BY:

Homeowners Assn.

500 93 DEC 15 AM 9:04  
LONITA "JEAN" BELL  
COUNTY RECORDER-CLERK

SWANSBORO COUNTRY SUBDIVISION  
AMENDMENT FOR:

UNIT 1 FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE  
COUNTY OF EL DORADO ON MAY 13, 1969 IN MAP BOOK E NO. 30

UNIT 2 FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE  
COUNTY OF EL DORADO ON OCTOBER 6, 1969 BOOK E MAP NO. 43

UNIT 3 FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE  
COUNTY OF EL DORADO ON NOVEMBER 24, 1969 BOOK E MAP NO 106

UNIT 4 FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE  
COUNTY OF EL DORADO ON JUNE 9, 1971 BOOK E MAP NO. 94

UNIT 3 AMENDED (FILED) IN THE OFFICE OF THE COUNTY RECORDER OF  
THE COUNTY OF EL DORADO ON APRIL 12, 1973 BOOK E PAGE 19

AMENDMENT AS FOLLOWS:

JULY 1993 AS PER A MAJORITY OF THE VOTERS OF SWANSBORO  
COUNTRY PROPERTY OWNERS ASSOCIATION (SCPOA), THE FOLLOWING  
CHANGE IS IN EFFECT.

ALL PROPERTY SET-BACKS ARE TWENTY (20) FEET. THIS INVOLVES  
UNITS 1 THRU UNIT 4. THIS ALSO CORRESPONDS WITH EL DORADO  
COUNTY REQUIREMENTS.

Swansboro County Property Owners Association

Elsie Gallagher  
ELSIE GALLAGHER, PRESIDENT

Nov. 15, 1993  
DATE:

D.C. Gallagher  
D.C. GALLAGHER, CHAIRMAN, D.C. & R COMMITTEE

15 DEC 93  
DATE:

RECORDED SPECIFICALLY AT REQUEST OF FILER  
RECORDER'S NOTE

CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of El Dorado

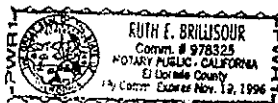
SS.

On 12-13-93 before me, RUTH E. BRILLISOUR  
(date) (Notary)  
personally appeared D.C. GALLAGHER

personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s)  
on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

WITNESS my hand and office? seal,

Ruth E. Brillisour  
Notary's Signature



BOOK 4173 PAGE 233

END