RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

SUN RIDGE RANCH HOMEOWNERS ASSOCIATION 6000 Grazing Hill Road Latrobe, CA 95682

(Space Above For Recorder's Use)

SUPPLEMENTAL DECLARATION OF RESTRICTIONS FOR SUN RIDGE RANCH (Lot ____)

	Supplemental Declaration of Restrictions for Sun Ridge Ranch (Lot) is made by ("Owner").
	RECITALS
	Owner is the owner of the following property (the "Property") that is located un Ridge Ranch residential planned development (the "Development") in Elty, California:
IF LOT IS IN	UNIT NO. 1:
	Lot as shown on the map entitled "SUN RIDGE RANCH UNIT NO. 1", recorded in the office of the Recorder of El Dorado County, California, on July 9, 1985, in Book G of Maps, at page 24.
IF LOT IS IN	UNIT NO. 2:
	Lot as shown on the map entitled "SUN RIDGE RANCH UNIT NO. 2", recorded in the office of the Recorder of El Dorado County, California, on July 25, 1986, in Book G of Maps, at page 42.
В.	All property comprising the Development, including the Property, is subject

to the "First Restated and Consolidated Declaration of Covenants, Conditions and Restrictions for Sun Ridge Ranch Unit No. 1 and Sun Ridge Ranch Unit No. 2, a Planned

Development" which was recorded on May 20, 2005, as Instrument No. 041996, in the official records of El Dorado County, California (the "Declaration").

C. Article VII, Section 4 of the Declaration provides in relevant part as follows:

A second unit and/or granny flat may be constructed and maintained upon said Property provided that such second unit, and the Owners thereof, meet all of the following criteria:

- (a) such unit may only be occupied by a maximum of two (2) persons, one of whom shall be related to an Owner of the subject Lot by not greater than the second degree, or a domestic employee, caretaker, or a guest provided that such guest's stay does not exceed ninety (90) days;
- (b) under no circumstances may the unit be rented separately and apart from the primary dwelling;
 - (c) such unit may contain a kitchen;
- (d) any second unit constructed after August 15, 1996 shall not have a living area which exceeds one-third of the size of the living area of the primary dwelling or 1,000 square feet whichever is less; and
- (e) any Lot which contains such a second unit shall have but one address.

Prior to the commencement of any construction of a second unit, the Lot Owner(s) shall first apply to and obtain the approval of the Architectural Control Committee in accordance with Article VIII of this Declaration. In making application to the Architectural Control Committee for the approval of a second unit, the Lot Owner(s) shall execute and deliver to the Association, on written form prescribed by the Association, a certificate executed under penalty of perjury stating that the Lot Owner(s) is in compliance with or will be in compliance with the above The certificate shall also provide that the Lot Owner(s) acknowledges and agrees that in the event of a violation, the Lot Owner(s) shall be subject to per diem liquidated damages of not less than \$200.00 per day for each day such Lot Owner(s) is in violation commencing ten (10) days after receipt of written notice from the Association and an opportunity to be heard is given. The certificate shall be in sufficient form to permit its recordation and on recordation shall constitute a covenant running with the land thereby binding subsequent Owners of the Lot.

D. Owner desires to construct a second unit on the Property.

NOW, THEREFORE, Owner hereby declares and certifies, under penalty of perjury, as follows:

- 1. <u>Compliance</u>. Upon completion of the second unit and at all times thereafter, Owner and the Property will be in compliance with all of the provisions of Article VII, Section 4 of the Declaration.
- 2. <u>Acknowledgment of Liquidated Damages</u>. Owner acknowledges and agrees that in the event of a violation of Article VII, Section 4 of the Declaration, Owner shall be subject to per diem liquidated damages of not less than \$200.00 per day for each day Owner is in violation commencing ten (10) days after receipt of written notice from the Association and an opportunity to be heard is given.
- 3. <u>Certificate; Binding Effect</u>. This Certificate constitutes the "certificate" referenced in Article VII, Section 4 of the Declaration. Upon its recordation in the official records of El Dorado County, California, this Certificate shall constitute a covenant running with the land and shall be binding on all subsequent owners of the Property.

OWNER:					
(Print Name)					
(Print Name)					