

WHEN RECORDED MAIL TO:

C.M.S.D. INVESTMENTS
3389 Mira Loma Drive
Cameron Park, California 95682

77603-SUB

We certify that this is a true and
correct copy of the original document
Recorded 3-6-87 R.S.N. _____ n
Book 116 Page 127 Official Records
FIRST AMERICAN TITLE INSURANCE COMPANY
BY Shelley Joseph

DECLARATION OF COVENANTS AND RESTRICTIONS

GREEN ACRE ESTATES UNIT 1

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made
this 4th day of March, 19 87, by C.M.S.D.
INVESTMENTS, a Limited Partnership, and EDGAR W. COULSON, JR. and
CHARLENE M. COULSON, husband and wife as tenants in common,
hereinafter called "Declarants".

Declarants above named are the owners of record of all
that certain real property situate in the County of El Dorado,
State of California, described as follows:

Lots 1 through 14B, inclusive, as shown on the official
map known as "Green Acre Estates Unit 1", filed in the
Office of the County Recorder of the County of El
Dorado, State of California, on March 6, 1987, in
Book 6 of Maps, at Page 58.

Declarants are about to sell, dispose of and convey
portions of said "Green Acre Estates Unit 1", by lots or parcels
as said lots or parcels are shown, delineated and numbered on
said official plat, and for the purpose of providing against
various encroachments which tend to depreciate the value of
dwelling sites, and which tend to depreciate the value of
residential subdivision, deems it to be to the advantage and best

interest of Declarants and of the purchaser of lots in said subdivision, to create and impose on all lots in said subdivision, the covenants, conditions, restrictions, easements, and agreements specified herein regarding the use and occupancy of said lots.

NOW, THEREFORE, Declarants do hereby certify and declare that they have established and do hereby establish the following covenants, conditions, restrictions, easements, and agreements, subject to which all lots, parcels and portions of said subdivision shall be held, used, leased, sold, conveyed and occupied, each of which covenants, conditions, restrictions, easements and agreements shall inure to the benefit of said subdivision, and to the benefit of each and every owner of lots therein, and shall incur to and pass with said subdivision and each and every lot and parcel thereof, and whether said covenants, conditions, restrictions, easements, and agreements be set forth in subsequent conveyance or not, the same shall, nevertheless, apply to and bind the respective successors in interest of Declarants.

DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

(a) "Lot" shall mean any numbered parcel of land shown on the official map known as "Green Acre Estates Unit 1", shall be synonymous with the word "Parcel" as said word "Parcel" is used upon said official plat for the purpose of designating the several lots or building sites shown thereon.

(b) "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.

(c) "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 situated within the said subdivision, but shall not mean or refer to any lienholder unless or until such lienholder has acquired title due to foreclosure or to any proceeding in lieu of foreclosure.

Said covenants, conditions, restrictions, easements, and agreements are as follows:

SPECIAL PROVISIONS

(1) No buildings other than one duplex (2 family) residence, with attached private garages for the use of the occupants of such residences and other usual and appropriate outbuildings and structures incident and appurtenant to a private residence shall be erected or maintained on any lot or plot in the 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 "duplex (2 family)" is intended to exclude every other form of dwelling for the occupancy of more than two families and is intended to exclude boarding houses, lodging houses, sanitariums and hospitals.

(2) 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.

(3) No residential structure nor any part thereof shall be erected upon any lot or lots nearer to the street or streets adjacent thereto than twenty (20) feet from the back of curb line, nor closer than ten (10) feet from the rear lot property line on lots 7A through 12B, nor closer than fifteen (15) feet from the rear lot property line on all other lots, nor closer than five (5) feet to any side lot property line. Provided, however, that the said five (5) foot side set back shall not apply to a duplex residence built on two lots.

(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, public utilities, and public services and facilities. No interference shall be made with the free use of any of such easements for the purposes for which such easements are intended.

(5) No billboards or other advertising devices shall be erected or placed upon any lots or plots in this subdivision, except as follows: The name and profession of any professional person may be displayed upon a dwelling on a sign not exceeding two hundred square inches in area. No more than one "For Sale" or "For Lease" or "For Rent" sign, plus one builder's sign during construction of a residence shall be displayed upon any lot or plot, and such signs shall not be larger than eighteen inches by twenty-four inches in size; provided, however, that in the course of developing or improving the subdivision and lots therein, Declarant or its agent or builders may erect and display larger

signs.

(6) No structure or building other than a completed duplex shall be used or occupied as a dwelling place on any lot or plot in this subdivision. No tents, trailers or other temporary habitations shall be used or permitted upon any lot or plot in this subdivision.

(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 one hundred eighty (180) days where such cessation is not excused by the provisions hereof, the existence of such incomplete building or buildings shall be deemed to be a nuisance and the Declarant or any other owner of property subject to this Declaration shall have the right to enter upon said uncompleted property and remove the same or carry such construction work to completion, and the expenses incurred in connection with the removal or completion of such building, or buildings shall become a charge against the lot owner which is enforceable at law or in equity.

(8) Any building placed, erected or maintained upon

any lot or plot in this subdivision shall be entirely constructed thereon and the same shall not nor shall any part thereof be moved or placed thereon from elsewhere except roof trusses.

(9) 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.

(10) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such matter shall be kept in clean and sanitary condition. 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 within an area of not less than ten (10) feet in radius from each such incinerator.

(11) No fence or hedge shall be erected or permitted to remain or be allowed to grow to a height exceeding six feet within a distance of twenty (20) feet from any street line shown on the recorded plat of this subdivision.

(12) No boats, campers, or trailers shall be stored in the open within view of public streets. Said items must be concealed by a six (6) foot fence or inside garage. Any fences built must be of wood or masonry, chain link fencing is not permitted.

(13) No noxious or offensive activities shall be

carried on upon any unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(14) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any residential lot or lots, except that dogs, cats or other small household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose on the afore designated residential lots. All dogs and cats shall be kept on a leash or be, otherwise, in control of the owner or person having custody of said animal during the times in which said animal is outside.

(15) Any purchaser of any lot or plot in this subdivision, by the acceptance of a deed to any lot, or lots, or plot, or plots, in said subdivision agrees that the covenants, conditions, restrictions, easements, and agreements hereinbefore set forth and hereby imposed, are for the purpose of carrying out and pursuant to a general plan adopted by the Declarant for the development and improvement of said subdivision, and are designed for the mutual benefit of each and every lot and plot therein, and each deed to any lot, or lots, or plot or plots, in said subdivision, executed by the Declarant, shall be accepted subject to these said covenants, conditions, restrictions, easements, and agreements hereinbefore set forth, with the same force and effect as though specifically set forth in each and every such instrument of conveyance.

(16) Exterior colors of duplex homes must be compatible with the other units, provided that each building

shall be one color. Bright colors are not allowed.

(17) There shall be no alterations to the exterior of a duplex without the approval of all owners of the duplex and the Architectural Control Committee pursuant to §19.

(18) **Maintenance by Owners.** All obligations of maintenance, repair, or reconstruction of any part of the Subdivision, shall be the responsibility of Owners, either individually or jointly with other Owners, in accordance with the following:

- (a) **Maintenance by Individual Owners.** Each Owner shall be separately and individually responsible for the maintenance, repair, or reconstruction of any improvements serving only that Owner's unit including without limitation, doors, windows and other glass surfaces, fences, and screens; air conditioning, heating, plumbing, electrical, water heater, or other mechanical systems serving only that unit; water and sanitary sewer laterals serving only that unit; driveways and walkways serving only that unit, and the exterior and interior of the unit and structural portion of the unit.
- (b) **Joint Maintenance by Owners.** Each Owner shall be jointly responsible, together with the other Owner or Owners of Units in the same building, for the maintenance, repair or reconstruction of any improvements comprising or serving the entire building, including party walls of the building. The joint maintenance shall be in accordance with the provisions hereinafter set out in subparagraph (e).
- (c) **Roof Maintenance.** Each Owner shall be separately and individually responsible for the maintenance, repair, and reconstruction of that portion of the roof over such Owner's Unit. If any portion of a roof serves more than one Unit, the Owners of such Units shall be jointly responsible for the maintenance, repair, and reconstruction of such portion. If any Owner suffers a leak or other adverse condition which such Owner believes to be attributable to the condition of the roof over another Unit, and the Owner of such other Unit

fails to remedy that condition, then such Owner may treat such condition as a joint maintenance item and proceed under the Section entitled "Joint Maintenance". Any Owner whose failure to perform any maintenance obligations under this Section causes damage to another Unit shall be liable for such damage as is determined by the Board.

(d) **Attached Residential Party Walls**

(I) **General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the attached residences on lots and placed on the dividing line between such lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(II) **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

(III) **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(IV) **Weatherproofing.** Notwithstanding any other provision of this Article, an owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection and restoration, if necessary, against such elements.

(V) **Right to Contribution Runs with Land.** The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

(VI) **Easements.** In all cases where a structural wall constituting a portion of a single Residence,

or a structural wall constituting a common wall for two Attached Residences, is located upon the dividing line between adjacent Lots, the Owners of the adjoining lots shall have reciprocal mutual non-exclusive easements for the maintenance of the wall, the reconstruction of the wall in the event of the partial or total destruction of the same, drainage associated with the wall or the residence of which the wall is a part, and an easement to accommodate the foundation and/or roof or eave encroachment as per the original design, plans and specifications which were the basis for the original construction of the residence or residences on such lot or lots. The owner of a lot having a structural wall situated on the boundary line between his lot and the adjoining lot shall not attach anything to the outside of the wall which shall protrude across the boundary line into the adjoining lot, and the owner of the adjoining lot upon which such a wall is situated shall not attach anything to the outside of such wall without the consent and permission of the owner of the adjoining lot upon which the residence of which such wall is a part is situated.

(e) **Joint Maintenance.** All maintenance to be performed jointly by Owners of Units in the same building shall be subject to the provisions of this Section.

(I) **Notice.** Any owner who proposes to perform maintenance subject to this Section shall notify the other owner or owners of units in the same building, in writing, of such proposed maintenance and the cost thereof. Such notice shall set forth the particulars of such maintenance including, where appropriate, plans and specifications. If any owner receiving such notice objects to such proposed maintenance, by written notice to the owner proposing to do such maintenance within thirty (30) days of receipt of notice of the proposed maintenance, the dispute shall be submitted to arbitration which shall render a decision determining all disputed issues, including, without limitation, whether such maintenance is necessary, the proper scope of the maintenance, color and design, and the proper cost thereof.

(f) **Arbitration.** In the event of any dispute arising concerning a party wall or joint maintenance, each party shall choose one arbitrator, and such

arbitrators shall choose one additional arbitrator, and the dispute shall be resolved by decision of a majority of the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, arbitration shall proceed with the arbitrator appointed by the party initiating the arbitration as the sole arbitrator. Said arbitrators shall render a decision within thirty (30) days after appointment.

19. No buildings, or other permanent structure shall be erected, altered or placed on any lot in said subdivision until building plans, specifications and plot plans showing the location of the structures on the lot have been submitted to, and approved in writing, as to conformity and harmony of external design and as not interfering with the reasonable enjoyment of any other lot, by an Architectural Committee composed of EDGAR COULSON, JR., THOMAS G. METZGER, and WILLIAM CONVERSE. Upon failure of the Committee or its designated representative to approve or disapprove plans and specifications within thirty (30) days after the same have been delivered to the Committee, and a written receipt therefor received and/or delivered to the Committee by registered mail, approval thereof will be deemed to have been made, provided the proposed construction complies with all the provisions otherwise of this Declaration. At the latest of (a) twenty-four (24) months from the recording of this Declaration, or (b) upon the conveyance of the last lot owned by Declarants, the powers of the Architectural Committee shall pass to the Architectural Committee of the Cameron Park Services District. (The property subject to this Declaration is within the boundaries of the Cameron Park Services District.

20. Each duplex unit shall be insured against fire and extended coverage (or standard homeowner's coverage) to the extent of the full replacement value of duplex unit. The unit owner shall each obtain and keep in place separate coverage for his unit and provide the other unit owner of the duplex evidence of such coverage.

21. If there is a total or partial destruction of a unit, the affected unit shall be promptly rebuilt by the owner.

22. No garage, carport, breezeway or other shelter for automobiles shall be constructed on the off-street parking areas designated on the subdivision map of the said subdivision.

23. No television or other transmitting or receiving antennas shall be erected or maintained within or upon any lot except those devices which may be erected, maintained and used entirely within the enclosed portion of the dwelling thereon. Satellite antennas are to be restricted to the rear yard only.

24. The exterior of both units of a duplex shall be of the same color.

25. No unit shall be used so as to interfere with the enjoyment any other unit.

26. No unit shall be used for an unlawful purpose.

GENERAL PROVISIONS

(1) The various restrictive measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each lot and each plot in said subdivision and shall run with the land and shall be binding upon the Declarant and all persons claiming

under the Declarant for a period of thirty (30) years from the date his Declaration of Covenants and Restrictions is recorded, after which time the said covenants, conditions, restrictions, easements and agreements shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots or plots within said subdivision has been recorded, changing said covenants, conditions, restrictions, easements, and agreements in whole or in part, or electing to terminate the same in whole or in part.

(2) If the Declarant or its assigns or grantees, or the owner or owners of any lot or lots, or plot or plots in said subdivision, or their heirs, grantees or assigns shall violate or attempt to violate any of the restrictions, covenants, conditions or agreements herein set forth before the expiration thirty (30) years from the date of the recording of this Declaration or any extension of such period, it shall be lawful for any other person or persons owning any other lot or lots, or plot or plots in this subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, conditions, restrictions, easements or agreements and either to prevent or enjoin him or them from so doing or to recover damages for such violation.

(3) Invalidation of any one of these covenants, conditions, restrictions, easements, or agreements by judgment or by court order shall in no way affect any of the other provisions hereof, which such other provisions shall remain in full force and effect.

(4) Nothing contained in this Declaration or any breach of the foregoing covenants, conditions, restrictions, easements and agreements shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value as to the said land and lots herein described, or any part thereof, but titles to any property subject to this Declaration obtained through sale and satisfaction of any such mortgage or deed of trust or by any means in lieu of foreclosure of any such mortgage or deed of trust, shall thereafter be held subject to all of the covenants, conditions, restrictions, easements, and agreements hereinbefore set forth.

(5) This Declaration may be amended by duly recording an instrument executed and acknowledged by not less than fifty-one percent (51%) of the then record owners of lots or plots.

(6) In the event any person entitled to do so shall bring any action to enforce any of the provisions hereof and such person is successful in such action, such person shall be entitled to recover from any person or persons violating any of the provisions hereof and against whom such action was brought, a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, Declarants have cause this instrument to be executed the day and year first hereinbefore written.

DECLARANTS:

C.M.S.D. INVESTMENTS,
A Limited Partnership

BY: COULSON REALTORS & ASSOCIATES,
A California Corporation,
General Partner

BY: [Signature]
E. W. COULSON, JR., President

[Signature]
[Signature]
EDGAR W. COULSON, JR.
[Signature]
CHARLENE M. COULSON
WITNESSED BY: [Signature] J.M. O'SHEA

STATE OF CALIFORNIA
COUNTY OF El Dorado

On March 5, 1987 before me the undersigned, a Notary Public in and for
said State, personally appeared J.M. O'Shea personally

known to me (or proved to me on the basis of the oath of

a credible witness who is personally known to me) to be the person whose name is subscribed to the within instrument, as

a witness thereto, who being by me duly sworn, deposed and said:

That he/she resides in El Dorado County

that he/she

was present and saw CHARLENE M. COULSON

personally

known to him/her to be the same person(s) described in and who
executed the within instrument, as a party(ies) thereto, sign, seal
and deliver the same and that said party(ies) duly acknowledged
in the presence of said affiant, that he/she/they executed the
same, and that said affiant, thereupon at the party(ies)' request,
subscribed his/her name as a witness thereto.

WITNESS my hand and official seal

Signature [Signature]



(This area for official notarial seal)

3001 (6/82) (Individual) First American Title Company

STATE OF CALIFORNIA
COUNTY OF El Dorado) ss.

On March 4, 1987 before me, the undersigned, a Notary Public in and for
said State, personally appeared EDGAR W. COULSON, JR.

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.

WITNESS my hand and official seal.

Signature

Lily Bradshaw



OFFICIAL SEAL
LILY BRADSHAW
NOTARY PUBLIC - CALIFORNIA
MY COMMISSION FILED IN
EL DORADO COUNTY
My Commission Expires October 16, 1987

(This area for official notarial seal)

3003 (6/82) (Partnership) First American Title Company

STATE OF CALIFORNIA
COUNTY OF El Dorado) ss.

On March 4, 1987 before me, the undersigned, a Notary Public in and for
said State, personally appeared E.W. COULSON, JR.,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed the within instrument as ONE OF THE partner(s)
on behalf of C.M.S.D. INVESTMENTS, A
LIMITED PARTNERSHIP the partnership

therein named and acknowledged to me that the partnership executed it.

WITNESS my hand and official seal.

Signature

Lily Bradshaw



OFFICIAL SEAL
LILY BRADSHAW
NOTARY PUBLIC - CALIFORNIA
MY COMMISSION FILED IN
EL DORADO COUNTY
My Commission Expires October 16, 1987

(This area for official notarial seal)