202-53889-05

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

Placer Title Company 175 Placerville Drive Placerville, CA 95667

El Dorado, County Recorder

William Schultz Co Recorder Office

DOC- 2002-0040171-00

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Monday, JUN 03, 2002 13:20:45

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REVOCATION OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
GREEN ACRE ESTATES UNIT NO. 2

THIS REVOCATION OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GREEN ACRE ESTATES UNIT NO. 2 ("Revocation") is made on the date hereinafter set forth by PARS GREEN ACRE, LLC, a Limited Liability Company ("Declarant"), is made with reference to the following facts:

### RECITALS

- A. On April 13, 1999, a document entitled "Declaration of Covenants, Conditions and Restrictions of Green Acre Estates Unit No. 2 ("Declaration"), recorded as Document No. 99-0023821-00 of the Official Records of El Dorado County. Said Declaration directly affects that certain real property located in said County, and more particularly described as Lots 15A through 28B, inclusive, all as shown on that certain map entitled "Green Acre Estates Unit No. 2" filed in the Office of the El Dorado County Recorder on April 1, 1999, in Book I of Maps, at Page 29. Unless otherwise specified herein, all terms used herein shall have the same definitions as set forth in said Declaration.
- B. Page 15, General Provisions, item no. (6) of said Declaration provides that said Declaration may be amended (or revoked) by duly recording an instrument executed and acknowledged by not less than fifty-one percent (51%) of the then record Owners of Lots.
- C. At this time no Lots in the project have been sold, and Declarant, who is successor in interest to PARS DEVELOPMENT, LLC, desires to revoke said Declaration.

NOW THEREFORE, it is hereby declared by Declarant that said Declaration is revoked in its entirety.

The undersigned, being the Declarant herein, has executed this Revocation on March 27th, 2002

PARS GREEN ACRE, LLC, a Limited Liability Company

MARYAM A. RI

Title: Member Manae

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County of <u>Sacraments</u>	) ss.	
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My Comm. Expires Apr 24, 2003	WITNESS my hand and official seal.	
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Description of Attached Document Fills or Type of Document Revocation of Restrictions of	Declaration of Covenants Condition	DRS
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Signer(s) Other Than Named Above:	- o -	
Individual O	himia w Might min	M.K
Corporate Officer — Title(s): Partner — D Limited D General Attorney in Fact Trustee	·	
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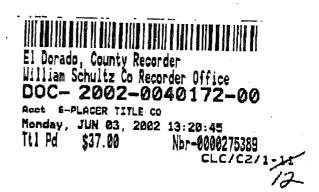
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RECORDING REQUESTED BY:

PARS GREEN ACRE, LLC

WHEN RECORDED MAIL TO:

PARS GREEN ACRE, LLC C/O MOTION CONTROL ENGINEERING INC. 11380 WHITE ROCK RD. RANCHO CORDOVA, CA 95742 ATTN: K. SCOTT STIEWIG



# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GREEN ACRE ESTATES, UNIT NO. 2 AKA BEL CANTO

05/03/2002 20020040172

RECORDING REQUESTED BY, AND WHEN RECORDED, RETURN TO:

October 16, 2001

Placer Title Company 175 Placerville Drive Placerville, CA 95667

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GREEN ACRE ESTATES, UNIT NO. 2 AKA BEL CANTO

THIS DECLARATION is made on the date set forth below by PARS GREEN ACRE LLC, a California Limited Liability Company (referred to in this Declaration as "Declarant").

# **SECTION 1: RECITALS**

- 1.01. <u>Description of Real Property.</u> Declarant is the owner of that certain real property located in the unincorporated area of El Dorado County, California, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.
- 1.02. <u>Common Plan for Project.</u> By this Declaration, Declarant intends to establish a common scheme and plan for architectural approval and control of the Project.

NOW, THEREFORE, Declarant hereby declares that the real property described on Exhibit "A" shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Project, and every part thereof, in accordance with the plan for improvement of the Project and the division thereof into Lots. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land and shall be binding upon Declarant and its successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Project.

# SECTION 2: DEFINITIONS

In addition to other definitions provided for herein, the following terms shall have the following meanings:

- 2.01. "County" shall mean the County of El Dorado, the County in which the Project is located.
  - 2.02. "Declarant" shall mean Pars Green Acre LLC, a California Limited Liability Company,

# 06/03/2002,20020040172

its successors and assigns.

- 2.03. "Improvement" shall mean Structures, as defined herein, substantial plants such as trees, hedges, shrubs, bushes and major landscaping of any kind. "Improvement" shall also mean any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface or subsurface water from, upon, under or across any portion of the Project. "Improvement" shall also mean any utility line, conduit, pipe or other related facility or equipment.
- 2.04. "Lot" shall mean any parcel of land shown on the Map, including the legal re-subdivision of any such Lot into any additional parcel or parcels, provided, however, that such re-subdivision is not prohibited by this Declaration. All "A" Lots and "B" Lots shall contain Residences that are attached at the garages.
- 2.05. "Map" shall mean that subdivision map entitled "Green Acre Estates, Unit No. 2", which Map recorded April 1, 1999, in Book I, at Page 29, Document No. 99-0021326, of the Official Records of said County. Said Map is also described in Exhibit "A" of this Declaration.
- 2.06. "Mortgage" shall mean a mortgage or deed of trust encumbering a Lot. A "mortgagee" shall include the beneficiary under a deed of trust.
- 2.07. "Owner" shall mean each person or entity, including Declarant, holding a record fee ownership interest in a Lot. "Owner" shall not include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation.
- 2.08. "Party Walls" means any improvements that are constructed on the property line of any two adjoining Lots, a portion of which is located on each of the two adjoining Lots.
- 2.09. "Project" shall mean the real property described on Exhibit "A" attached hereto, including any Improvements erected thereon.
- 2.10. "Residence" shall mean a dwelling structure on a Lot, but is not intended to exclude a "guest house" for the entertainment of social guests, nor servants' quarters for servants or other employees employed upon the premises of a Lot.
- 2.11. "Structure" shall mean any tangible thing or device to be fixed permanently or temporarily to real property including, without limitation, any building, garage, driveway, walkway, concrete pad, asphalt pad, fence, wall, pole, sign, antennae, sprinkling system, swimming pool, spa, tennis court or trash enclosures.

# **SECTION 3: USE RESTRICTIONS**

3.01. <u>Use of Lots.</u> No Lot, or any portion thereof, shall be occupied and used except for single family residential purposes on each side of the building connected at the lot line by the garage portion of the building by the Owners, their contract purchasers, lessees, tenants or social guests. No trade or business or commercial activity shall be carried on or conducted upon any Lot, except that Declarant, its successors or assigns, may use any Lot in the Project owned by Declarant for a model home site and display and sales office during construction and until the last Lot is sold by Declarant, or until three years from the date of closing of the first sale of a Lot in the Project, whichever occurs first. The provisions of this section shall

# 06/03/2002,20020040172

not prohibit home occupations so long as they are merely incidental to the use of the Lot as a dwelling, are permitted by local law, and are conducted in such a manner as to not adversely affect other Owner's use and enjoyment of the Project.

- 3.02. Owners Easement for Party Wall. Each attached Lot that shares a Party Wall with an adjoining Lot and its Owner is declared to have an easement appurtenant, and the same is granted by Declarant, on, over, and upon such adjoining Lot for such Party Wall, including the right to enter such adjoining Lot to service and maintain such Party Wall and to service, maintain, repair, or replace the improvements constituting such Party Wall. Such entry shall be at reasonable times after prior notice, except that in case of emergency the right of entry shall be immediate. No Owner shall alter the shape, size, or construction or use any materials different from those used in the initial construction of any such Party Wall without the written consent of the Association.
- 3.03. Party Walls. The following provisions shall apply with regard to Party Walls in this development:
- a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a Party Wall, and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding Party Walls and liability for Property damage due to negligence or willful acts or omissions shall apply thereto.
- b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the Owners on each side of the Party Wall.
- c) <u>Destruction by Fire or Other Casualty</u>. If a Party Wall is destroyed or damaged by fire or other casualty, the Owner on either side of it may restore it, and the other Owner shall contribute one half of the cost of restoration, without prejudice however, to the right of any such Owners to call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions.
- d) Weatherproofing. Notwithstanding any other provision of this Section, an Owner who by his/her negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- e) Right to Contribution Runs with Land The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.
- f) Arbitration. If any dispute arises concerning a Party Wall, or under the provisions of this Section, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators.
- 3.04. Garages. Each Owner shall keep his/her garage area in a neat and orderly condition with any storage areas completely enclosed. Garage doors shall be kept closed when not in use. Each Owner shall be entitled to the exclusive use of the driveway serving his/her garage and shall keep said driveways shall be kept clean and free of debris.
  - 3.05. Parking and Vehicle Restrictions.

- a) All driveways and garages shall be maintained in a neat and orderly condition and garage doors shall be kept in a closed position except as necessary to permit ingress and egress of vehicles or to clean or work in the garage area. Garages are to be used for the parking of standard passenger vehicles and trucks not to exceed three-quarter tons in gross weight, boats or the storage of similar items of personal property so long as such storage of personal property will not necessitate or result in the parking of any vehicle on streets or regularly on driveways within the Project. Furthermore, garages shall not be converted to living quarters or workshops which will preclude the parking of vehicles.
- b) No vehicle shall be parked or left on any street except within designated parking areas.
- c) No motor vehicle shall be constructed, reconstructed or repaired within the Project and no dilapidated or inoperable vehicle, including vehicles without wheel(s) or an engine, shall be stored on the Project, provided, however, that the provisions of this subparagraph shall not apply to emergency vehicle repairs.
- d) Campers, boats, trailers and trucks shall only be parked entirely within an Owner's garage. If an Owner or resident has a boat and/or trailer that are not regularly parked and stored on the Owner's Lot in accordance with this subparagraph, the Owner may park the boat and/or trailer during week days in accordance with the limitations imposed on commercial vehicles under subparagraph (e) below, and overnight on Friday and Saturday nights.
- e) Commercial trucks and vehicles that bear signage on the exterior shall not be parked within the Project, except for purposes of loading or unloading and then for periods not in excess of four hours. This restriction shall not apply to commercial vehicles involved in construction activities on a Lot or vehicles owned and operated by persons providing services to a Lot (during the time when the services are being rendered).
- 3.06. <u>Burning</u>. There shall be no exterior fires whatsoever except barbecue fires located only upon Lots and contained within receptacles designed for such purpose. No Owner or resident shall permit any condition to exist on his or her Lot, including, without limitation, trash piles, or weeds, which create a fire hazard or is in violation of local fire regulations.
- 3.07. Signs. No sign of any kind shall be displayed to the public view on or from any Lot or any portion of the Project, except as follows:
- a) One sign of customary and reasonable dimensions advertising a Lot for sale, lease, rent or exchange displayed from a Lot; or,
- b) Such signs as may be used by Declarant or its assignees in connection with the development of the Project and sale of Lots and/or Lots with Residences, or,
- c) Such other signs or notices as are required by law or as are otherwise necessary to perfect a right provided for in law.
- 3.08. Animals. No animals, reptiles, rodents, birds, fish, livestock or poultry shall be raised, bred or kept on any Lot or portion of the Project; except that no more than two usual and ordinary household

pets such as dogs, cats, fish or birds may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and they are kept under reasonable control at all times. This provision shall not apply to aquarium type fish. Notwithstanding the foregoing, no pets may be kept on the Project which result in an annoyance or nuisance to other Owners. No dog shall be allowed to travel off an Owner's Lot except while on a leash which is held by a person capable of controlling it. Owners shall prevent their pets from soiling any portion of the Project off their Lot.

- 3.09. Trash and Storage of Materials. All garbage and trash shall be regularly removed from the Project, and shall not be allowed to accumulate thereon. It shall be placed and kept in covered sanitary containers where it is not visible from any neighboring Lot except for a reasonable time prior to or after collection. All woodpiles or storage piles shall be kept screened and concealed from view of other Lots and streets. Garbage and trash shall be placed for pick up as required by the disposal service.
- 3.10. Television or Radio Equipment. No television, video or radio poles, antennae, satellite dishes, cables or other transmission and/or reception fixtures or personal property (individually and collectively the "Antenna Equipment") shall be installed or maintained on any Lot except Antenna Equipment that is one meter or less in length or diameter or diagonal measurement, provided that the location, color and screening requirements shall comply with applicable State and Federal laws regulating restrictions on Antenna Equipment.
- 3.11. Right to Lease. No Owner shall be permitted to lease or rent his/her Lot for transient or hotel purposes, which shall include, but not be limited to, rental for any period less than thirty days. All leases must be in writing and the breach of any provision shall be a default under the lease or rental Agreement. The Owner shall provide the Lessee with a copy of this Declaration.
- 3.12. Architectural Approval. An Architectural Control Committee ("Committee") shall be formed and shall consist of three members. The Declarant may appoint all of the original members of the Committee and all replacements until the first anniversary of the recordation of Declaration. The Declarant reserves to itself the power to appoint a majority of the members of the Committee until 100% of the Lots in the Project have been sold. In the event of death or resignation of any member of the Committee, the successor shall be appointed by the person, entity or group which appointed such member until Declarant no longer has the right to appoint any members to the Committee. The members of the Committee shallnot be entitled to any compensation for services performed pursuant hereto.

No building, fence, wall, obstruction, screen, awning or structure of any kind shall be commenced, erected or maintained upon the Project, nor shall any alteration or improvement of any kind be made thereto until the same has been approved in writing by the Committee. Plans and specifications showing the nature, kind, shape, color, size, materials and location of such improvements, alterations, etc., shall be submitted to the Committee for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography and finish grade elevation.

No landscaping on a Lot visible from the street shall be undertaken by any Owner other than Declarant until plans and specifications showing the nature, kind, shape and location of the materials have been submitted to and approved in writing by the Committee. Failure of the Committee to act within thirty days after the plans have been submitted to it shall constitute approval.

In the event of the failure of any individual Lot Owner to comply with a written directive or order from the Committee, the Committee shall have the right and authority to perform the subject matter

of such directive or order and the cost of such performance shall be charged to the Owner of the Lot in question and may be recovered by the Committee in an action of law against such individual Lot Owner.

- 3.13. Window Coverings. Windows shall be covered by drapes, shades or shutters and shall not be painted or covered by foil, cardboard or similar materials. All window coverings visible from other portions of the Project shall be of a material, design and color which, in the opinion of the Committee, is compatible with the exterior design and coloration of adjacent portions of the Project.
- 3.14. <u>Clotheslines.</u> No exterior clotheslines or other outside clothes drying or airing facility shall be erected or maintained on the Project in any location where the same would be visible from any street or neighboring Lot. Further, no clothes washers, clothes dryers, refrigerators or freezers may be kept, stored or operated on any balcony, patio, porch or other exterior area.
- 3.15. <u>Drainage</u>. No Owner shall do any act or construct any improvement which would interfere with the natural or established drainage systems or patterns within the Project.
- 3.16. Sports Fixtures. No basketball standards or fixed sports apparatus shall be attached to any residence on a Lot or garage or erected on any Lot unless the location of the standard or other sports fixture is not visible from the street or other adjacent Lots. It is the intent that this restriction also apply to portable basketball standards. When such portable standards are not in use, they shall either be stored out of view or, if located in the rear yard, retracted so as not to be visible over the rear yard fence.
- 3.17. <u>Nuisances.</u> No noxious, illegal or offensive activities shall be carried on within any Lot, or in any part of the Project, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each Owner's Lot, or which would in any way increase the rate of insurance for the Project or for any Lot, or cause any insurance policy to be cancelled or to cause a refusal to renew the same, or which would impair the structural integrity of any building.
- 3.18. Individual Fire Insurance. Each Owner shall obtain and maintain, at his/her expense, fire and casualty coverage as may be required by the Owner's Individual Mortgagee or if no Mortgagee encumbers a Lot, fire and casualty coverage as may be determined by the Committee, with respect to damage or destruction to improvements on the Owner's Lot which includes the Party Wall. All such individually carried insurance shall also contain a waiver of subrogation rights by the carrier as to other Owners, Declarant and First Mortgagee of such Lot.
- 3.19. <u>Compliance with Declaration</u>. Each Owner, contract purchaser, lessee, tenant, guest, invitee or other occupant of a Lot shall be governed by the provisions of this Declaration.

# SECTION 4: MORTGAGEE PROTECTION

- 4.01. Mortgages Permitted. Any Owner may encumber his Lot with Mortgages.
- 4.02. Priority of Mortgage. Notwithstanding any other provision of this Declaration, it is hereby provided that a breach of any of the provisions contained in this Declaration by any Owner or of any re-entry by reason of such breach shall not defeat or render invalid the lien of any Mortgage or deed of trust made in good faith and for value as to any Lot or any part thereof.
- 4.03. <u>Effect of Breach.</u> No breach of any provision of this Declaration shall invalidate the lien of any Mortgage made in good faith and for value, but all of the covenants, conditions, restrictions, declarations, easements and limitations of this Declaration shall be binding upon and effective against any Owner whose title is derived through foreclosure sale, trustee's sale, or otherwise.

# SECTION 5: GENERAL PROVISIONS

- 5.01. Term. The declarations, covenants, conditions, restrictions, limitations and easements of this Declaration shall run with and bind the Project, and shall inure to the benefit of and be binding on the Owners of any Lots, their legal representatives, heirs, grantees, tenants, successors and assigns, subject to this Declaration, for a term of thirty years from the date this Declaration is recorded. Thereafter, subject to the Subsection below entitled "Amendment; Revocation", they shall be automatically extended for successive periods of ten years.
- 5.02. <u>Notices</u>. Notices provided for in this Declaration shall be in writing and shall be deemed sufficiently given when delivered personally or within seventy-two hours after deposit in the United States mail, postage prepaid, addressed to an Owner's last known address, or if there is none, at the address of the Owner's Lot.
- 5.03. Amendment; Revocation. Until conveyance of the first Lot, Declarant shall have the unilateral right to amend or revoke this Declaration. After the first conveyance of a Lot, this Declaration shall be (a) amended only upon the written approval of the then record Owners of at least sixty-six and two-thirds percent (66-2/3%) of the Lots, or (b) revoked only upon the written approval of the then record Owners of at least seventy-five percent (75%) of the Lots. If co-Owners of a Lot are unable to agree among themselves as to how their vote shall be east in the matters addressed in this subsection, they shall forfeit the vote on the matter in question. If only one Owner exercises the vote of a particular Lot, it shall be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Lot. An amendment or revocation shall be effective when it has received the required percentage approval and has been recorded in the Office of the County Recorder.
- 5.04. Termination of Declarant's Responsibility. In the event Declarant shall convey all of its right, title and interest in and to the Project to any partnership, individual or individuals, corporation or corporations, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and said person or entity shall be obligated to perform all such duties and obligations of the Declarant. Such successor to Declarant shall be included in the definition of "Declarant".
- 5.05. Owner's Compliance. Each Owner of a Lot, his legal representatives, heirs, grantees, tenants, successors and assigns, or occupant of a Lot shall comply with the provisions of this Declaration, as amended from time to time, and failure to comply with any such provisions or decisions shall be grounds for an action to recover sums due for damage for injunctive relief or for other relief. Each such Owner, legal

representative, heir, grantee, tenant, successor or assign or occupant of a Lot shall also comply with all applicable laws, statutes, ordinances and regulations, and shall defend, indemnify and hold harmless Declarant or the Committee, or both, as the case may be, from any loss, claim, liability or expense, including attorney's fees, arising out of or in connection with its failure to comply therewith or with the provisions of this Declaration.

- 5.06. Attorney's Fees. In the event of any controversy, claim, or dispute arising out of or relating to this Declaration or the interpretation or breach of this Declaration, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney's fees, and costs, as determined by the court.
- 5.07. Severability. Should any provision or portion of this Declaration be declared invalid or in conflict with any law of the jurisdiction where this Project is located, the validity of all other provisions and portions of this Declaration shall remain unaffected and in full force and effect.
- 5.08. <u>Headings</u>. The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.
- 5.09. Enforcement. 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 in the Project and failure by Declarant or any other person or persons entitled so to do to enforce any measure or provision upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so.

-IN WITNESS WHEREOF, Declarant has executed this Declaration.

DATED: 5/3/02 2001

PARS – GREEN ACRE LLC, a California Limited Liability Company

MARYAM A. RAHIMIAN

Title: Manag

EXHIBIT "A"

ARS-GREEN ACRE, U.C.

12 pgs attached

U40172

### EXHIBIT "A"

# DESCRIPTION OF PROJECT SUBJECT TO DECLARATION

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

Lots 15A, 15B, 16A, 16B, 17A, 17B, 18A, 18B, 19A, 19B, 20A, 20B, 21A, 21B, 22A, 22B, 23A and 23B, as shown on the Map entitled "Green acre Estates, Unit No.2", which Map recorded in the Office of the El Dorado County Recorder, April 1, 1999, in Book I, at Page 29, Document No. 99-0021326.

EXHIBIT "A"