

Pulte Homes
c/o First American Title
606943

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Pulte Home
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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

OFFICIAL RECORDS
SOLANO COUNTY CALIF.

Rose J. Alvarez
P.D. Recorder

This Declaration is made and dated this 29th day of July, 1988, by Pulte Home Corporation hereinafter referred to as "Owner/Declarant". Said Pulte Home Corporation is the Owner of that certain real property situated in the County of Solano, State of California, and is more particularly described as follows:

LOTS 1 - 90, inclusive, as said lots are shown on that certain Map which was filed for record in the Office of the Recorder of the County of Solano, State of California on July 7, 1988, in Book 52 of Maps, at page 96.

ARTICLE I

Declarant hereby declares that all of the Properties described above shall be held, sold and conveyed subject to the following easements, reservations, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Properties. These covenants, easements, restrictions, conditions and reservations shall run with the Properties and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

It is the intention of the Declarant to sell and convey residential lots improved by single family residences originally constructed by Declarant to owners, subject to the protective covenants, conditions, restrictions, limitations, reservations, liens, grants of easements, rights, rights of way, charges and equitable servitudes between Declarant and such owners which are set forth in this Declaration.

Architectural and Landscaping Control

Section 1. Architectural Approval. No fence, wall, building, sign or other structure (including basketball standards), or exterior addition to or change or alteration thereof (including painting) or landscaping, shall be commenced, constructed, erected, placed, altered, maintained, or permitted to remain on the Project or any portion thereof, until plans and specifications shall have been submitted to and approved in writing by an architectural committee, initially to be appointed by the Declarant. Said plans and specifications shall be prepared by a duly licensed architect or other person approved by the Architectural committee and shall include, where appropriate, the following: (a) plot plans, showing the location of all structures and showing grade elevations and drainage; (b) building plans, including floor, foundation and roof plans, with all materials specified; (c) exterior elevations, surfaces, and sections, structural design and exterior details; (d) general exterior color schemes; and (e) landscaping plans, showing type, location and elevation of trees, bushes, shrubs, plants, hedges and fences.

All such plans and specifications shall be submitted in writing over the signature of the owner of the property or such owner's authorized agent. Approval shall be

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based, among other things, on adequacy of site dimensions; adequacy of structural design and material; conformity and harmony of external design with neighboring structures; effect of location and use of improvements and landscaping on neighboring property, improvements, landscaping, operations and uses; relation of topography, grade and finished ground elevation of the property being improved to that of neighboring property; proper facing of main elevations with respect to nearby streets; preservation of view and aesthetic beauty with respect to fences, walls and landscaping; conformity with such rules and regulations as may be adopted by the Architectural Committee in accordance with this Article; and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. Approval shall be conditioned upon the owner complying with all applicable government requirements. In any event, the Architectural Committee shall have the right, but not the obligation, to require any member to remove, trim, top, or prune any shrub, tree, bush, plant or hedge which such Committee reasonable believes materially obstructs the view of any lot. The Declarant shall not be required to comply with any of the provisions of this Section 1.

Section 2. The Architectural Committee is composed of: Tom Manley, Richard Steele and Gary Ables located at: 5976 West Las Positas Blvd., Suite 100, Pleasanton, CA 94566. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant. At which time the Declarant has built and sold all dwellings to be constructed by him on all lots within the subdivision, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or restore to it any of its powers and duties.

Section 3. Failure to Approve or Disapprove Plans and Specifications. In the event the Architectural Committee, or its representatives designated in accordance with Section 2 above, fails to either approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that the Architectural Committee has approved such plans and specifications. All improvement work approved by the Architectural Committee shall be diligently completed and constructed in accordance with approved plans and specifications.

Section 4. No Liability. Neither the Declarant, the Architectural Committee, nor the members or designated representatives thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications, or for any defect in any structure constructed from such plans and specifications. Such plans and specifications are not approved for engineering design. Every person who submits plans or specifications to the Architectural Committee for approval agrees, by submission of such plans and specifications, and every owner of any of said property agrees that he will not bring any action or suit against the Declarant, the Architectural Committee, or any of the members or designated representatives thereof to recover any such damages.

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Section 5. Rules and Regulations. The Architectural Committee may, from time to time, in its sole discretion, adopt, amend and repeal reasonable rules and regulations interpreting and implementing the provisions hereof and establishing reasonable architectural standards for the Project.

Section 6. Review and Address. All plans and specifications required by Section 1 hereof shall be submitted in writing for approval. The address of the Architectural Committee is 5976 West Las Positas Blvd., Suite 100, Pleasanton, CA 94566, or such other place as may from time to time be designated by such Committee.

Section 7. Inspection. Any member or agent of the Architectural Committee may, from time to time, at any reasonable hour or hours and upon not less than forty-eight (48) hours prior written notice, enter and inspect any property subject to the jurisdiction of the Architectural Committee as to its improvement or maintenance in compliance with the provisions hereof.

ARTICLE II

General Restrictions

Section 1. No building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the Lots within the subdivision other than a residential dwelling and customary appurtenances designed for occupancy by not more than one family.

Section 2. Neither the Project, nor any portion thereof, shall be used for any purpose tending to injure the reputation thereof, or to disturb the neighborhood or occupants of adjoining property, or to constitute a nuisance, or be in violation of any public law, ordinance or regulation in any way applicable thereto.

Section 3. None of the lots shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such nonresidential purposes.

Section 4. With the exception of one or more chimneys and one or more vent stacks, no projections of any type shall be placed or permitted to remain above the roof of any unit or any other building unless and until the same shall have been approved by the Architectural Committee. No outside television or radio pole or antenna or other electronic device shall be constructed, erected or maintained on any building or on any property within the Project or connected in such a manner as to be visible from the outside of any such building unless and until the same shall have been approved by the Architectural Committee.

Section 5. No shed, tent or temporary building shall be erected, maintained or used on any property within the Project; provided, however, that temporary buildings for use and used only for purposes incidental to the initial construction of improvements and dwellings on any portion of the Project may be erected, maintained, and used, provided that such erection, maintenance and use has been approved by the Architectural Committee and provided further that said temporary buildings shall be promptly removed upon the completion of such construction work.

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Section 6. When garages are not in use, garage doors shall be closed. Garages shall be used only for the purpose of parking automobiles and other vehicles and equipment and storing an owner's household goods; provided, however, that all such uses shall be accomplished so that garage doors can be closed.

Section 7. No mobile home, boat, truck (weighing in excess of 1/2 ton), motorcycle, trailer, recreational vehicle of any kind or similar equipment shall be kept, stored, parked (other than temporarily) on any property within the project except in the garage. Temporary parking shall mean parking of vehicles belonging to guests of owners, delivery trucks, service vehicles and other commercial vehicles belonging to or being used by owners for loading or unloading purposes. No vehicle shall be maintained, constructed or repaired, on any property within the Project in such a manner as to be visible from any neighboring property; provided, however, that the provisions of this Section shall not apply to emergency vehicle repairs.

Section 8. No animal, fowl, reptiles, insects or poultry shall be kept within the Project, except that domestic reptiles, dogs, cats, birds and fish may be kept as household pets upon said property, provided that they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities. All dogs permitted to be kept by this Section shall be kept on a leash within the Project when not within an enclosed area of a lot. Pet owner is responsible for the removal and proper disposal of all pet wastes from his property.

Section 9. Except for a sign of customary and reasonable dimensions, the area of which shall not exceed four (4) square feet and advertising of lot for sale, no sign or other advertising device of any character shall be erected, maintained or displayed upon any portion of the Project; provided, however, that Declarant, its agents and designers, may erect and maintain such signs and other advertising devices or structures as they may deem necessary or proper in connection with the conduct of the Declarant's operations for the development, improvement, subdivision and sale of the lots within the Project.

Section 10. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any property within the Project which render such property unsanitary, unsightly, offensive or detrimental to any property in the vicinity thereof or to the occupants of any such property in such vicinity. Trash, garbage, rubbish and other waste shall be kept only in sanitary containers. All service yards or service areas, clothesline areas, sanitary containers and storage piles on any property within the Project shall be enclosed or fenced in such a manner that such yards, areas, containers and piles will not be visible from any neighboring property or street. Sanitary containers may be set out for a reasonable period of time before and after scheduled trash pick-up times.

Section 11. No plants or seeds infected with noxious insects or plant diseases shall be brought upon, grown or maintained upon any part of the Project.

Section 12. No noxious or offensive activity shall be carried on upon any property within the Project, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood.

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Section 13. All buildings and other structures upon the Project and each portion thereof shall at all times be maintained in good condition and repair and well and properly painted. No windows shall be covered, either inside or outside with aluminum foil or any other similar material. Windows may be covered with other material approved by the Architectural Committee.

Section 14. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on any slope area or any other area within the Project which might damage or interfere with established drainage systems or patterns. Any area drains, gutters, downspouts, berms, swales and other drainage facilities and systems shall be maintained by the owner thereof in a neat, orderly, safe and sanitary condition and in such a manner as to facilitate the orderly discharge of water by means of same.

Section 15. Each owner is responsible for all landscaping located within his lot. All landscaping shall be maintained in a neat and orderly condition. Any diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced. All lawn areas shall be neatly mowed and trees and shrubs shall be neatly trimmed. All landscaping plans must be approved by the Architectural Committee. There will be no impervious surfaces used in the covering of front yard landscaping areas. No owner in the course of landscaping his lot, shall in any manner alter the acquired title thereto.

Section 16. As used herein, the term "drainage pattern and system" includes, but is not necessarily limited to, underground drain pipes and patterns of drainage over Lots. The owner of each lot shall have the right to use the established drainage pattern and system for the purpose of draining his lot and improvements thereon; provided that such right of drainage shall not include the right to discharge noxious or offensive matter. Water from any lot and the improvements thereon may drain or flow into adjacent streets. Water shall not be allowed to drain or flow on to adjacent lots, except to the extent provided for by the established drainage pattern and system. All slopes or terraces on any Lot shall be maintained as provided herein so as to prevent any erosion thereof upon adjacent streets or adjoining property.

Section 17. No property within the Project shall be used in any manner to explore for or to remove any water, oil or other hydrocarbon minerals of any kind, gravel, earth or any earth substance or any other mineral of any kind. No machinery or equipment of any kind shall be placed, operated or maintained upon any lot, except such machinery or equipment as is usual and customary in connection with the maintenance of a private residence.

Section 18. All sideyard walls and fences within the Project ("Party Fences") shall be located on the common property line of the lots. The owners of lots upon which Party Fences are situated shall each own that portion of the Party Fence situated on their lots to the center of the Party Fence. Those owners shall be responsible for maintaining, repairing and/or replacing as necessary the Party Fences located on their lots. The costs of maintaining, repairing, and /or replacing Party Fences shall be shared equally by each owner of such fence; provided, however, that all costs incurred as the result of negligent or willful action of any owner shall be borne by such owner. In the absence of any negligent or willful conduct, any and all necessary maintenance, repair or replacement

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performed by any owner shall entitle that owner to a right of contribution from the other owner of said Party Fence. The right of contribution shall be appurtenant to such owner's lot and shall pass to the successor(s) in interest of the owner entitled to contribution.

Section 19. Construction of Declarant. Nothing in this Declaration shall limit the right of the Declarant to commence and complete construction of improvements to the Project (including, without limitation, constructing, maintaining and/or using temporary improvements during the course of such construction) or to alter the foregoing or the lots or to construct such additional improvements as the Declarant deems advisable prior to the completion and sales of the entire Project. The Declarant may use any of the property within the Project owned by it for model home sites and incidental parking and for any other purpose for which the Declarant may use the Common Area as provided in this Section 19. The Declarant shall have the right and easement to enter upon, use and enjoy and designate and permit others (including, without limitation, Declarant's agents, employees, representatives, contractors and prospective purchasers) to enter upon, use and enjoy the property owned by the Declarant for any purpose in connection with or incidental to (a) the construction, development, sale, lease or other transfer of property within the Project or which may be annexed thereto (including, without limitation, the erection, construction and maintenance of displays, sales offices and incidental parking, exhibits, signs and other structures), (b) the management, operation or maintenance of the Project and/or (c) the exercise of any rights or powers granted hereunder to the Declarant; provided, however, that the exercise of such right and easement shall not unreasonably interfere with the reasonable use and enjoyment of the sold lots. The Declarant reserves the right to alter its construction and development plans and designs as it deems appropriate. This Declaration shall not limit the right of the Declarant at any time prior to acquisition of title by a purchaser from the Declarant to establish on any lot additional licenses, easements, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be necessary or appropriate to the proper development and disposal of the Project.

Section 20. These covenants are to run with the land and shall be binding on all parties claiming under them for a period of thirty-five (35) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change, supplement or rescind said covenants in whole or in part.

Section 21. Enforcement of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, restrictions, reservations, liens or charges provided hereby, either to restrain said violation or to recover damages including, but not limited to, reasonable attorney fees as are ordered by the court and interest on any delinquent payment from the date of delinquency until such payments are made at the rate of fifteen percent (15%) per annum or the then maximum rate permitted by law. Failure by any party entitled to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so in the event of any subsequent breach of any covenant or restriction.

Section 22. It is further provided that breach of any of the conditions

