

SHIPWATCH

600749
When Recorded Return To:
John Paul Hanna, Esq.
525 University Avenue, Suite 705
Palo Alto, California 94301

20160

SHIPWATCH DECLARATION OF RESTRICTIONS

PG 38416
Recorded At Request Of
FIRST AMERICAN TITLE GUAR.
8:30 A.M.

BOOK MAR 27 1987
OFFICIAL RECORDS
SOLANO COUNTY CALIF.
R. J. [Signature]
3 PD. Recorder

CALPROP CORPORATION, a Delaware corporation (the "Declarant") owns certain real property located in the County of Solano, California (the "Property") more particularly described as Lots 1 through 32 (individually and collectively "Lots") as shown on that certain map entitled "Marina Hills Subdivision" filed for record on December 24, 1986, in Book 48 of Maps at page 7, in the Official Records of Solano County, California (the "Map").

Declarant desires to impose certain restrictions regarding the use of the Property and the improvements that may be installed on the Property, which restrictions will run with the land and bind all owners thereof and their successors and assigns.

Declarant declares that the Property and each Lot thereon is subject to each of the following:

- 1. Use of Lot:** No Lot shall be occupied and used except for residential purposes by the owners, their tenants, and social guests, provided that the Declarant may use any Lot(s) for a model homesite(s) and/or sales office during the period that Declarant is offering any Lot for sale. No tent, shack, trailer, basement, garage, outbuilding or structure of a temporary character shall be used on any Lot at any time as a residence, either temporarily or permanently.
- 2. Nuisances:** No noxious, illegal, or seriously offensive activities shall be carried on upon any Lot, or in any part of the Property, nor shall anything be done thereon which may be or may become a serious annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the owners of his respective Lot.
- 3. Commercial Activity:** No business, professional, or commercial activity of any kind shall be conducted on any Lot.
- 4. Signs:** No signs shall be displayed to the public view on any Lot or on any portion of the Property except such signs as are approved by the Committee. "For Sale" or "For Rent" signs shall be allowed, provided they do not exceed five (5) square feet in size. Only one (1) such sign shall be permitted on any Lot. The sign shall not be attached to the outside of the house or fence. It may be displayed in the window, or staked in the yard.
- 5. Garbage and Refuse Disposal:** All rubbish, trash and garbage shall be regularly removed from the Lots, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, and shall be screened from view of neighboring Lots and streets.

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MAR 24/87

6. **Radio and Television Antennas:** No external antennas, towers, poles, satellite dishes or any structure to be used for the purpose of transmitting or receiving radio, television or related signals, shall be installed, affixed, mounted or constructed on any Lot so as to be visible from any other Lot or from any public street.

7. **Fence Restrictions:** Side yard fences shall be no higher than sixty (60) inches in height. All fences shall satisfy any requirements imposed by the City of Vallejo (the "City") regarding design, color, materials and related criteria. No back yard fence shall be altered or replaced without the prior approval of the City.

8. **Construction or Alteration:** No improvement or fixture shall be constructed on the Lot or, if previously constructed, shall be altered nor any grading performed on any lot unless such construction, alteration or grading is in compliance with all applicable governmental laws or regulations.

9. **Leasing of Lots:** No owner shall be permitted to lease his or her Lot for any period less than thirty (30) days. Any lease agreement shall be required to provide that the term of the lease shall be subject in all respects to the provisions of this Declaration and that any failure of the lessee to comply with the terms of such Declaration shall be a default under the lease. All leases shall be required to be in writing. Other than the foregoing, there is no restriction in the right of any owner to lease his or her Lot.

10. **Maintenance and Repair Obligations:** The owner of each Lot shall maintain all improvements and landscaping thereon in good condition and repair. All vegetation, including lawns, shall be kept in a neat and trim condition. All dead or dying vegetation immediately shall be replaced.

11. **Damage or Destruction:** If an improvement on any Lot is damaged or destroyed, the owner of such Lot shall repair or reconstruct the improvement in accordance with applicable building codes and regulations in force at the time of such repair or reconstruction. The repair or reconstruction shall commence no later than ninety (90) days after the date of such damage or destruction, and shall be completed no later than one hundred eighty (180) days after such date, subject to delays that are beyond the control of the owner. Notwithstanding the foregoing, the owner immediately shall take such steps as may be reasonably required to secure any hazardous conditions resulting from the damage or destruction and to screen unsightly views pending the completion of the repair or reconstruction.

12. **Slope Landscape Requirements:** Lots 7 through 18 and 24 and 25 as shown on the Map have slopes that have been landscaped by the Declarant as part of an erosion control program required by the City of Vallejo. The locations of the slopes are shown in Exhibit "A" attached hereto. The owners of these Lots shall maintain the landscaping installed in these areas in a healthy, weed free condition, shall immediately replace any dying or dead vegetation with the same or substantially similar vegetation and shall not modify the landscaping without the prior written consent of the City of Vallejo.

13. **Firebreak Landscape Requirements:** Lots 5, 6, 7, 25, 26, 27 and 28 have been landscaped as part of a firebreak installed as a part of a fire control program required by the City of Vallejo. The firebreak consists of an area twenty-five (25) feet in width extending into the Lot as measured from the project boundary line as shown on the Map. The owners of these lots shall maintain the landscaping installed in these areas in a healthy condition, shall immediately replace any dying or dead vegetation with the same or substantially similar vegetation and shall not modify the landscaping without the prior written consent of the City of Vallejo.

14. **Storm Drainage Lateral System:** Lots 7 through 13 as the servient tenement is subject to an easement in favor of each other Lot subject to this easement as the dominant tenement for the installation, maintenance, repair and replacement of the storm drainage lateral system installed by the Declarant in the "Private Mutual Drainage Reserve" area shown on the Map. No occupant of any Lot shall install any property or conduct any activity that would obstruct or interfere with the operation of the system. The owner of each Lot shall keep the storm drainage lateral system on that owner's Lot free and clear of debris and other obstructions at all times.

15. **Catch Basin:** Lot 11 as shown on the Map as the servient tenement is subject to an easement in favor of Lots 7 through 10 and 12 and 13 as the dominant tenement for the installation, maintenance, repair and replacement of the catch basin installed thereon. The occupants of Lot 11 shall not install any property or conduct any activity that would obstruct or interfere with the operation of the catch basin and shall keep the basin free and clear of debris and other obstructions at all times. The agents of the Vallejo Sanitation and Flood Control District, or any successor thereto, may enter the Lot on reasonable notice (unless immediate entry is necessary because of an emergency situation) to maintain and repair the catch basin.

16. **Breach:** If any Lot owner breaches any restriction described herein, the owner of any other Lot may bring an action in any court of appropriate jurisdiction for legal and/or equitable relief, and, in addition to any other relief ordered by the court, shall be entitled to recover costs, including reasonable attorney's fees.

17. **Term:** The restrictions described herein shall be effective for a term of thirty (30) years from the date this declaration is recorded in the Official Records of Solano County, after which the term automatically shall be extended for successive ten (10) year periods unless on or before the commencement of any successive ten (10) year period, the majority of the then owners of the Lot (based on one (1) vote for each Lot) recorded in the Official Records of Solano County, a document terminating the restrictions. The easements described in sections 14 and 15 are in perpetuity unless otherwise terminated by operation of law.

18. **Amendment:** This Declaration of Restrictions may be amended by Lot owners holding a majority of the voting power, provided that as long as Declarant owns at least two (2) Lots in the Property, no amendment shall be effective without the prior written consent of Declarant. For voting purposes herein, each Lot shall be entitled to one (1) vote despite the number of owners thereof. Any vote cast by one (1) Lot owner shall be conclusively presumed to be the vote of all of the owners of that Lot. The amendment shall be effective when recorded in the Official Records of Solano County, California, signed by the owners of any two (2) Lots and containing a certificate from the two (2) Lot owners certifying that the amendment was duly adopted by the owners in accordance with the provisions of this section 19.

19. **Limitation of Restrictions on Declarant:** Declarant is undertaking the work of construction of a residential subdivision and incidental improvements upon the Property. Nothing in this Declaration shall be understood or construed to:

A. Prevent Declarant, its contractors, or subcontractors from doing on the Property or any Lot, whatever is reasonably necessary or advisable in connection with the completion of the work;

B. Prevent Declarant or its representatives from erecting, constructing and maintaining on the Property (except upon Lots owned by others), such structures as

may be reasonable and necessary for developing the Property as a residential community and disposing of the same by sale, lease or otherwise;

C. Prevent Declarant from conducting on the Property (except upon Lots owned by others) its business of completing the work and of establishing a plan of residential ownership and of disposing of the Property in Lots by sale, lease or otherwise; or

D. Prevent Declarant from maintaining such sign or signs on the Property (except upon Lots owned by others) as may be necessary for the sale, lease or disposition thereof.

20. Covenants Running With The Land: Each restriction described herein is a covenant running with the land and an equitable servitude that benefits and burdens each Lot in the Property, and each successive owner thereto.

21. Additional Easements: In addition to the restrictions and easements contained herein, each Lot is subject to such easements, dedications, rights, rights of way, covenants, conditions and restrictions of record, including, but not limited to, any easements shown on the Map.

22. Effective Date: The restrictions and easements described herein shall be effective as of the date of the recordation of the first deed executed by Declarant, or its successor or assign, conveying any interest in any of the Lots in the Property to any third party regardless of whether the instrument of conveyance describes these restrictions or easements.

Dated: 3-25-87

CALPROP CORPORATION
A Delaware Corporation

By: Cathy Greenwald
Cathy Greenwald, Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN MATEO)

On this 25th day of MARCH, 1987, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared CATHY GREENWOLD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as VICE PRESIDENT or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of SAN MATEO the day and year in this certificate first above written.



Laurie A. Cone
Notary Public, State of California

03/24/87