

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

CALIFORNIA LIGHTHOUSE

WHEAREAS, the undersigned, the owner of all real property in the County of Solano, State of California, described as follows:

Lots 1-102, inclusive, as said lots are shown on the Map entitled, Dillon Point Estates, Unit #7, filed on 11/26/85, in the office of the County recorder in and for Solano County, California, in Book 46 of Maps, at pages 18-19.

WHEREAS, it is the desire of the undersigned owner to impose salutary and desirable covenants, conditions and restrictions upon the use of said real property for the benefit of any and all persons owning all or a portion of said real property.

NOW, THEREFORE, said undersigned owner does hereby declare that the real property hereinabove described and each lot and plot therein is held and hereinafter set forth, as follows:

PART A

RESIDENTIAL AREA COVENANTS

A-1. LAND USE BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars per dwelling unit.

A-2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line similarly approved. Approval shall be as provided in Part B.

A-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$40,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwelling shall be a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

The ground floor area of the main structure, exclusive of one-story open porches, and garages, shall not be less than 1200 square feet for a one-story dwelling, nor less than 1500 square feet for a dwelling of more than one-story.

A-4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lines or nearer to the side street line than the minimum building setback lines as required by the City.

"For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided however, that (a) this provision shall not be construed to permit any portion of a building on a lot to encroach upon another lot and (b) the location of said eaves, steps and open porches shall comply in all respects with City requirements."

A-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 35 feet at the minimum building setback lines nor shall any dwelling be erected or placed on any lot having an area of less than 5000 square feet, except that a dwelling may be erected or placed on any lots as shown on the recorded plat.

A-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

A-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

A-8. TEMPORARY STRUCTURES. No structures of a temporary character, trailer, basement, tents, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

A-9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except for one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

A-10. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

A-11. GARBAGE AND REFUSE DISPOSAL. 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 the storage or disposal of such material shall be kept in a clean and sanitary condition.

A-12. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot, except that all oil, gas, casinghead gas, asphaltum or other hydrocarbons, and all chemical gas on or hereafter found situated or located in all or any part or portion of the lands above described, lying more than five hundred feet (500 feet) below the surface thereof, as reserved by the Declarant herein, together with the right to slant drill for and to remove all or any of said oil, gas, lying below a depth of more than five hundred feet (500 feet) below the surface thereof, and the right to grant leases for all or any of said purposes; but without right whatsoever to enter upon the surface of said lands within five hundred feet (500 feet) vertical distance below the surface thereof.

A-13. WATER RESERVATIONS. Declarant hereby reserves all overlying and other water rights, including, without limitations, the right to appropriate water and distribute it to other properties without any right to the use of or right in or to any portion of the surface of said land. The owner of the reserved water rights, however, covenants that it will not exercise the rights reserved over the surface of the property described above or within the subsurface of such property above a depth of 100 feet below the surface of said property. Breach of the forgoing covenant shall not however, terminate or forfeit the rights so reserved, but injunctive relief may be sought and obtained to prevent or remedy any such breach.

A-14. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways, shall be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street line, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

A-15. PRESERVATION OF VIEW. No tree, shrubbery or other obstruction (i.e. satellite dish) of any kind shall be planted, erected or maintained on any lot in such a manner as to unreasonably obstruct or interfere with the view obtainable from the building plot for the principle residence of any other lot. The

question of unreasonableness shall be determined by the Architectural Committee provided for in Part B hereof. The determination of the Committee shall be final and shall be binding upon every lot owner in this tract. The Committee shall also be empowered to force the cutting, pruning or trimming of trees of trees and shrubs in order to preserve the view from the principle residence of other lots in this tract.

A-16. SOLAR EASMENT. No property owner shall maintain on his particular lot any structure or landscaping which obstructs the right of his adjacent owners to receive reasonable amounts of solar energy.

A-17. EASEMENTS FOR UTILITIES AND DRAINAGE. Easements for the installations and maintenance of utilities and drainage facilities are reserved as shown on the filed map of Dillon Point Subdivision, Unit #7. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

A-18. SLOPE CONTROL. Slope Control Areas are reserved in accordance with the grading established and being established within the subdivisions control areas, no structure planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

A-19. CONCRETE LINED DRAINAGE DITCHES. As affecting lots 27-35. Within these Concrete Lined Drainage Ditches, no structure, planting or other material, such as gas, oil, paint, etc., or any noxious substance shall be placed or permitted to remain or other activities undertaken which may damage or interfere with or obstruct or retard the flow of water therein. Said Concrete Lined Drainage Ditches shall be maintained continuously by the individual lot owner mentioned above.

A-20. AUTOMOBILE, BOAT AND TRAILER STORAGE. No trailer, camper, house trailer or any automobile in non-operable condition shall be parked, left or stored upon any lot for more than 24 hours unless the same is parked, left or stored in a garage or other enclosure sufficient to screen such automobile, in a garage or other enclosure for more than 36 hours unless the same is parked, left or stored in a garage or other enclosure or is otherwise so parked, left or stored so that the same will not be open to view from public streets.

A-21. COMMERCIAL VEHICLES. No commercial vehicles over $\frac{3}{4}$ ton shall be kept or stored upon any of said lots unless such vehicle is kept or stored in an enclosed garage when not in use. No commercial vehicle owned or in the possession or under the control of any resident or occupant in said subdivision shall be parked overnight in any street within subdivision. "Commercial vehicle" for this purpose shall include, but not be limited to, any truck, pickup, van, bus, tractor, station wagon, taxi, automobile or other vehicle used primarily for business or other commercial purposes as distinguished from vehicles used primarily for the transportation of persons other than for hire or other than for business or other commercial purposes.

A-22. GARAGE CONVERSIONS. No owner of a lot shall convert the garage which is attached to the residential family structure on the lot to a family room, living room, bedroom or other such room which would normally be considered living area for the owner; provided, however, that this shall not prohibit the placement of a washer, dryer, freezer, or other such appliance in such garage.

A-23. FRONT YARD INDIVIDUAL LOT LANDSCAPING INSTALLATION AND MAINTENANCE. Permanent and complete landscaping for each lot shall be installed, planted and completed within 120 days (4 months), by owner, after close of escrow of the sale of any lot by the builder to a purchaser. The entire front yard area, up to the front view fence, is landscaped with a combination of sod, ground cover, trees and/or shrubs. Also included is an irrigation system designed by the installer. The

builder will determine if underground drainage is necessary. Each lot owner shall maintain all landscaping of his lot in a neat, orderly condition; shall promptly replace any diseased or dead lawn, trees, ground cover or shrubbery and shall keep the lawn neatly mowed and maintained and in a condition comparable to that of other first class residential subdivisions in the City in which the Project is located.

A-24 LANDSCAPE MAINTENANCE EASEMENT DISTRICT. The Landscape Maintenance District will maintain the landscaping and certain other amenities of certain slopes and areas in the project, on lots 54 thru 69. Within this area no structure, planting or other material shall be placed or added by the homeowner. Should said district be declared invalid by a court of competent jurisdiction, or if such a court holds the assessments of the district unenforceable or uncollectible, then each fee holder of record shall become obligated to pay fees the City of Vallejo for the continued maintenance of the landscaping and other amenities which would have been performed by the District. Said fees shall be established by the Vallejo City Council at public hearings and may be collected under billings provided for by the City. The City of Vallejo shall have the right to enforce this provision for the protection of and benefit of each property owner in the project, and for the benefit of the City in general.

A-25. LANDSCAPE MAINTENANCE AREA. This area contains irrigation, planting and other material which shall not be disturbed. Within this area no structure, planting or other material shall be placed or added by the homeowner. All Access Areas must remain clear of obstacles such as fencing and plantings so as to allow for the passage of equipment to the Landscape Maintenance Area for maintenance by the City of Vallejo. These lots, 82-90 and 92-101, are not included in the Landscape Maintenance Easement District described in Paragraph A-24.

Exception: The following Lots No's. 4-7, 11-13, 19-21, 24-32, 38-40, 50-53 and 76 include landscape improvements. Within this area no structure shall be placed or added by the homeowner. Each of these homeowners will be responsible for the complete maintenance of their entire lot. These homeowners shall maintain this landscaped area in a neat and orderly condition, shall promptly replace any diseased or dead trees, ground cover or shrubbery. These lots are not included in the Landscape Maintenance Easement District described in Paragraph A-24.

B-1. MEMBERSHIP. The Architectural Control Committee is composed of John E. Polk, Michael Magee, and Larry Rogers, located at 6379 Clark Avenue, Dublin, CA. 94568. 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 services pursuant to this covenant. At any time, 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 to withdraw from the Committee or restore to it any of its powers and duties.

B-2. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 days, after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART C

GENERAL PROVISIONS

C-1. TERMS. All of the restrictions, conditions, covenants and agreements shall affect all of the lots as hereinabove set forth and made for the direct and reciprocal benefit thereof, and in furtherance of a general plan for the improvement of said Tract, and the covenants shall attach to and run with the land. Said restrictions, conditions and covenants shall be binding on all parties and all persons claiming under them for a period of 35 years, at which time they shall automatically be extended for successive periods of 5 years, provided, however, that such restrictions, conditions and covenants and agreements, or any of them

may be supplemented, changed or rescinded in any or all particulars at any time after the above expiration date by owners of 51% of the properties comprising the area incorporated in this declaration exclusive of street, evidenced by an instrument in writing executed by the said owners in the manner provided by law for the conveyance of real property and duly recorded in the office of Recorder aforesaid, and upon such recordation shall be valid and binding upon the sellers and owners of the said properties, and upon all other persons. This Declaration cannot be amended in a manner which would materially reduce the responsibility of the Architectural Control Committee to approve or disapprove plans and specifications as set forth in paragraph A-2, above, without the written consent of the Planning Director of the City of Vallejo, which consent shall not be unreasonable withheld.

C-2. ENFORCEMENT. If the parties hereto, or their successors shall violate or attempt to violate any of the covenants herein before or during any of the extended period for which they are in force, it shall be lawful for any person owning any real property subject thereto, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, or either to prevent him or them from doing so or to recover damages or other dues for such violation. The City of Vallejo in its sole discretion may enforce any or all of these covenants.

C-3. APPROVAL OF ELEVATIONS AND TYPES OF UNITS. The Project having been approved by the City of Vallejo by the granting of a special development permit, the elevations and types of units shall be approved by the Planning Director of the City of Vallejo. Any major or substantial change or modification in the elevation or major substantial change, modification, restoration or reconstruction of a unit different from the original elevation or unit shall require advance written approval of the Planning Director.

C-4. SUBORDINATION. It is further provided that a breach of any of the conditions contained herein or any re-entry by reason of such breach, shall not defeat or tender invalid the lien of any Mortgage or Deed of Trust made in good faith and for value as to said premises or any part thereof; but said conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, Trustee's Sale or otherwise.

C-5. SEVERABILITY. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.