

CALIFORNIA VIEW. PG 32905

RETURN TO: Kaufman & Broad
of Northern California, Inc.
6379 Clark Avenue
Dublin, CA 94568
ATT: Jean Johnson

CA VIEW

DECLARATION OF RESTRICTIONS

DILLON POINT ESTATES
UNIT #4

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

Lots 1 thru 102, inclusive, as said lots are shown on the Map entitled, Dillon Point Estates, Unit #4, filed on September 10, 1985 in the office of the County Recorder in and for The County of Solano, State of California, in Book 45 of Maps, at page 87 AM.

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 shall be conveyed subject to the covenants, conditions and restrictions hereinafter set forth, as follows:

PART A RESIDENTIAL AREA COVENANTS

A-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on lots 1 through 102 other than one single-family dwelling not exceeding two stories in height (including a garage for not more than two cars) which may or may not be positioned on a lot line.

A-2. WALLS. Introduction. The owners of homes in the project collectively, and each home owner individually, will have a vested interest in the continued existence of this system of walls in a manner consistent with the original concept of architectural design. Accordingly, this Declaration creates a number of rights and obligations on the part of the owners, intended to accomplish this purpose.

Definitions Regarding Walls: There will be two distinct types of walls constructed on the Property. They are defined as follows:

- A. "Party Wall" means a wall located on a line separating two lots.
- B. "Structural Wall" means a portion of a party wall, which is a part of a residential structure or garage, so that one side of the wall is a part of the interior of the structure (referred to herein as "the interior of the Wall") and the other side is a boundary fence for the neighboring lot (referred to herein as the "exterior of the wall").
- C. The term "Wall" refers to the two types of walls defined above and to no others (except the reference to walls in paragraph 4 refers to all walls of any type located anywhere in the project).
- D. The term "on a lot line" means any wall which is physically located substantially parallel to and within twelve (12) inches of a lot line, it being the intention of this Declaration to constitute such walls as party walls whether they are physically located wholly on the lot of one owner or on the boundary line jointly on both sides.

Rules Applicable to Party Walls

A. **Ownership of Party Walls.** Each party wall or portion thereof shall be owned by the joint owner of the lot on which the wall or portion thereof is located. Notwithstanding the ownership of the walls, all walls of the type defined herein as party walls shall constitute party walls in which the adjoining owners shall have the rights, benefits, burdens, and obligations provided herein.

B. **Maintenance and Decoration of Party Walls.** Each lot owner shall do nothing which may alter, damage, impair, or tend to alter, damage or impair the structural integrity of the wall. The owner of a lot adjoining the exterior of a structural wall shall not drive any nails, screws, bolts, or other objects into the structural wall and shall not erect or maintain within ten (10) feet of a structural wall any structure which may impede or interfere with any necessary maintenance, repairs, or restoration of the structural wall.

C. **Damage to Party Walls.** If any party wall is damaged or destroyed through the act of a lot owner, whose lot adjoins such wall or any of his family, guests, or agents (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining lot owner or owners of the full use and enjoyment of such wall, then the first of the aforementioned owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly existed, without cost to the adjoining owner or owners. If any such party wall is damaged or destroyed by some cause, (including ordinary wear and tear and deterioration from lapse of time), other than the act of one of the adjoining lot owners, his agents, guests or family, all owners whose lots adjoin such wall shall proceed forthwith to rebuild or repair the same to as good condition as formerly existed, at their joint and equal expense provided that the owner of the structure in which any damaged or destroyed structural wall is solely located shall bear all expenses of rebuilding or repairing structural walls. In the event of a dispute between lot owners with respect to the repair or rebuilding of a party wall, or with respect to the sharing of the cost thereof, such lot owners shall submit the matter to binding arbitration to, and under the rules of the American Arbitration Association.

D. **Nonbuildable Easement for Repair and Maintenance of Structural Walls.** There is specifically reserved upon each lot adjoining the exterior of a structural wall as the servient tenement, for the benefit of the adjoining lot on which the structural wall and structure is located and the owner thereof as dominant tenement, an easement of five (5) feet on and over the servient tenement to perform such work during daylight hours, as may be necessary or advisable in connection with the maintenance, repair or restoration of the structural wall and the structure of which it is a part, an easement for ingress and egress to perform such work, the owner of the dominant tenement shall have no liability for damage to or removal of any structures, decoration, landscaping erected within five (5) feet of a structural wall, which is necessarily occasioned by such work. The servient tenement shall not construct any buildings or flammable structures within (10) feet of the adjacent structural wall which would be in violation of the building codes.

E. **Alterations.** In addition, no additions, alterations, repairs, or restoration to any wall shall be commenced, erected, or maintained until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of the same shall have been approved in writing by all owners whose lots adjoin the wall.

F. **Windows.** No windows and/or access openings and/or breezeways and/or similar structural improvements shall be constructed in a wall situated on or immediately adjacent to a property line.

G. **Access/Encroachments.** Declarant does hereby grant to each owner of a residential lot an easement over all adjoining property for the purposes of: (1) Accommodating eaves, overhangs, bay windows, fireplaces, roof leaders, gas and electric meters, storm drains, utilities (including Cable TV), planter boxes, awnings, wood trim, stucco, sewer

cleanouts, and other similar projections created in or on any residential structure situated on any such lot or the reconstruction or repair of any improvements on any such lot in accordance with plans and specifications approved by the architectural committee; (2) accommodating encroachments not exceeding two feet of any fence, part of the dwelling structure, retaining walls, or other improvements due to original engineering or surveying errors, errors in original construction by Declarant, errors in reconstruction or repair in accordance with plans and specifications approved by the architectural committee or settlement or shifting or movement of a building or other structure; (3) maintaining, repairing, and reconstructing such eaves, overhangs, projections and encroachments; (4) accepting water from drainage facilities, systems, and patterns including but not by way of limitation, drainage from other residence roofs, gutters, downspouts, atriums and drainage from any other lot, all as established by Declarant.

324 330 336

A-3. 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-4. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$30,000 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 dwellings 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 950 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one-story.

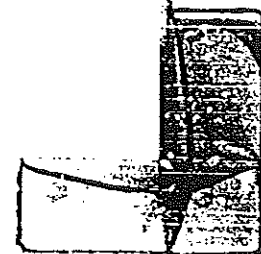
A-5. BUILDING LOCATION. No building shall be located on any lot nearer to the front lines or nearer to the side street line than the minimum building setback lines as required by the City and/or County. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provide however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

A-6. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 40 feet at the minimum building setback lines nor shall any dwelling be erected or placed on any lot having an area of less than 3600 square feet, except that a dwelling may be erected or placed on any lot as shown on the recorded plat.

A-7. EASEMENTS. Easements for installation and maintenance of utilities, drainage facilities, and tree planting purposes are reserved as shown on the recorded plat.

A-8. 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-9. 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 at a residence either temporarily or permanently.



A-10. SIGNS. No sign of any kind shall be displayed to the public view on any lot except 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-11. 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-12. 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-13. 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 and 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 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-14. 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 rights 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 foregoing 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-15. 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 distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

A-16. PRESERVATION OF VIEW. No tree, shrubbery or other obstruction 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 principal 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 be empowered to force the cutting, pruning or trimming of trees and shrubs in order to preserve the view from the principal residence of other lots in this tract.

A-17. SOLAR EASEMENT. 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-18. EASEMENT FOR UTILITIES AND DRAINAGE. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the filed map of Dillon Point, Unit #4. 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-19. SLOPE CONTROL. Slope Control Areas are reserved in accordance with the grading established and being established within the subdivisions in accordance with the approved grading plans. Within these slope 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 or 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-20. CONCRETE LINED DRAINAGE DITCHES. As affecting Lot 1 thru 9, and 16 thru 19.

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 owners mentioned above.

A-21. 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, trailer or camper from view from all public streets. No boat of any kind shall be parked, left or stored 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-22. COMMERCIAL VEHICLES. No commercial vehicles exceeding one-half ton gross weight shall be parked or kept or permitted to remain in front of any residential lot or in any driveway overnight, nor shall any such vehicles be parked in front of any residential lot or any driveway during the daytime for a longer period than is reasonable necessary to load or unload such vehicle.

A-23. 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-24. LANDSCAPING INSTALLATION AND MAINTENANCE. Permanent and complete landscaping for each Lot shall be installed, planted and completed by the Lot Owner within 120 days (4 months) after close of escrow of the sale of any Lot by Declarant to a Public Purchaser. The front yard of all lots in the Project shall be landscaped with lawn and shrubbery. No front yard area of any lot shall be landscaped through the use of desert sand, rock, wood chip, or similar landscaping, nor shall any front yard area of a lot be asphalted or concreted. 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 areas 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-25. MAINTENANCE OF DISTRICT AREAS. The Landscaping Maintenance District will maintain the landscaping and certain other amenities of certain slopes and areas in the Project. 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 uncollectable, then each fee holder of record shall become obligated to pay fees to 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 any benefit of each property owner in the Project. and for the benefit of the City in general.

A-26. LANDSCAPING MAINTENANCE EASEMENT. This Landscaping Maintenance Easement Area contains irrigation, planting, fencing, and other material which shall not be disturbed. Within this easement, no structure, planting, or other material shall be placed or added by the homeowner, and all Access Easement Areas located upon individual Lot No's. 72 thru 89, must remain clear of obstacles such as fencing and plantings so as to allow for the passage of equipment to the Landscape Maintenance Easement. As noted on the Landscape Plan.

EXCEPTION: The following Lots, No. 15, 32, 38 thru 40, 50, 63 and 64 which include Landscape Maintenance Easement improvements as noted on the Landscape Plan, are not restricted by the same requirements as noted above. Each of these homeowners will be responsible for the complete maintenance of their entire lot, including the fenced portion of the area designated Landscape Maintenance Easement.

PART B

ARCHITECTURAL CONTROL COMMITTEE

B-1. MEMBERSHIP. The Architectural Control Committee is composed of John E. Polk, Michael McGee, 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 performed 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. 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 constructions 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 be automatically extended for successive period of five 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 unreasonably 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 so doing 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 of 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.

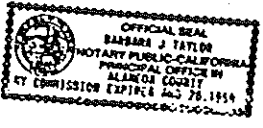
IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 26th day of February, 1986.

KAUFMAN & BROAD OF NORTHERN CALIFORNIA, INC.

John E. Polk
JOHN E. POLK, PRESIDENT

3000 MAR 83 - (Corporation First American Title Insurance Company)

STATE OF CALIFORNIA Alameda
COUNTY OF Alameda
On February 28, 1986
said State, personally appeared John E. Polk before me, the undersigned, a Notary Public in and for
and
personally known to me (or proved to me on the
basis of satisfactory evidence) to be the persons who executed the within instrument as
President and
Secretary, on behalf of Kaufman & Broad
of Northern California, Inc.
the corporation therein named, and acknowledged to me that
such corporation executed the within instrument pursuant to its
by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.



Signature *Barbara J. Taylor*

(This area for official notarial seal)

16822

Recorded in
FIRST AMERICAN TITLE GUARANTEE
8:30 A.M.
BOOK APR 10 1986
OFFICIAL RECORDS
SOLANO COUNTY CALIF.
Barbara J. Taylor
Notary Public

PG 64717

Recorded At Request Of
FIRST AMERICAN TITLE COMPANY

8:30 A.M.

BOOK MAY 15 1987

OFFICIAL RECORDS
SOLANO COUNTY CALIF.

Russell J. Garcia
\$ P.D. Recorder

When Recorded Send To:

Kaufman and Broad of
Northern California, Inc.
6379 Clark Ave.
Dublin, CA 94568

32477

DECLARATION

John E. Folk, Michael C. McGee and Larry Rogers acting pursuant to Part B, Section B-1 of the Declaration of Restrictions of Dillon Point Estates Unit 4 filed April 10, 1986 in Map Book's 16822, Pages 32905-32912, Solano County Records, do hereby exercise their right to appoint the following people as their replacements to the Architectural Review Committee and effectively resign from same:

Joe Ramos
291 Yachtsman Dr.
Vallejo, Ca 94590

Cindy Turner
186 Windsurfer Ct.
Vallejo, CA 94591

Joe Frailey
215 Flying Cloud Ct.
Vallejo, Ca 94590

Dated: May 6, 1987

Michael C. McGee
Michael C. McGee
Architectedural Review Committee

John E. Folk
John E. Folk
Architectedural Review Committee

Larry Rogers
Larry Rogers
Architectedural Review Committee

MAY 8 1987

WAF

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50898 RV-3

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

STATE OF CALIFORNIA Alameda
COUNTY OF

PG 64718

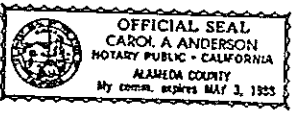
On May 6, 1987

before me, the undersigned, a Notary Public in and for

said State, personally appeared Michael C. McGee, John E. Polk,
Larry Rogers

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 *Carol A. Anderson*

(This area for official notarial seal)

ENCLOSURE

FINAL MAP
OF

DILLON POINT ESTATES
UNIT 4
VALLEJO, SOLANO COUNTY, CALIFORNIA
SEPTEMBER 1980

BRIAN KANGAS-FOULK & ASSOCIATES
PLEASANT HILL, CALIFORNIA

ENGINEER'S CERTIFICATE

I, BRINT P. SALTER, hereby certify that the basis of bearings for the subdivision herein is the California Co-ordinate System, Zone 11; that the subdivision herein is prepared from a survey of the ground made under my direction on March 15, 1979, and is based upon a field survey in compliance with the provisions of the Subdivision Map Act and Local Ordinance No. 1, which state that the subdivision map shall be prepared from a survey of the ground and that the monument will be of the character and occupy the positions indicated on the map. On the basis of the above, I have determined that the monument on the map is sufficient to enable the survey to be retraced. A SUBSOIL INVESTIGATION DATED JANUARY 31, 1979, HAS BEEN PREPARED FOR THIS SUBDIVISION BY POWELL, HOWARD & ASSOCIATES, WALNUT CREEK, CALIFORNIA.

BRINT P. SALTER, REGISTERED CIVIL ENGINEER NO. 24075, STATE OF CALIFORNIA



CITY ENGINEER'S CERTIFICATE

I, CLARA B. LYNGE, CITY ENGINEER OF THE CITY OF VALLEJO, SOLANO COUNTY, CALIFORNIA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS FINAL SUBDIVISION MAP THAT THE SUBDIVISION AS SHOWN HEREIN IS SUBSTANTIALLY IN ACCORDANCE WITH ALL PROVISIONS OF CHAPTER 2 OF THE MAP ACT OF THE STATE OF CALIFORNIA AND ORDINANCE NO. 862 M.C. OF THE ORDINANCES OF THE CITY OF VALLEJO APPLICABLE AT THE TIME OF APPROVAL OF SAID TENTATIVE MAP HAVE BEEN COMPLETED WITH AND THAT SAID FINAL SUBDIVISION MAP IS TECHNICALLY CORRECT.

CLARA B. LYNGE, CITY ENGINEER OF THE CITY OF VALLEJO, SOLANO COUNTY, CALIFORNIA

1687

CITY ENGINEER'S CERTIFICATE
I, MICHAEL B. LYNGE, CITY ENGINEER OF THE CITY OF VALLEJO, SOLANO COUNTY, CALIFORNIA, DO HEREBY CERTIFY THAT THIS FINAL SUBDIVISION MAP WAS PREPARED BY ITS RESOLUTION NO. 158, 5/15/79, M.C. ADOPTED ON THE 20th DAY OF MAY, 1979, APPROX SAID FINAL SUBDIVISION MAP AND ACCEPTED BY RESOLUTION FOR PUBLIC USE OF THE CITY OF VALLEJO, SOLANO COUNTY, CALIFORNIA, DO HEREBY CERTIFY THAT THE PUBLIC UTILITY AND PLUMBING ESTIMATES (U.P.E.), DESIGNATED THEREIN AS "SEWERAGE SYSTEM" AND "WATER SUPPLY SYSTEM" ARE IN ACCORD WITH THE PROVISIONS OF CHAPTER 2 OF THE MAP ACT OF THE STATE OF CALIFORNIA AND ORDINANCE NO. 862 M.C. OF THE ORDINANCES OF THE CITY OF VALLEJO APPLICABLE AT THE TIME OF APPROVAL OF SAID TENTATIVE MAP HAVE BEEN COMPLETED WITH AND THAT SAID FINAL SUBDIVISION MAP IS TECHNICALLY CORRECT.

CLARA B. LYNGE, CITY ENGINEER OF THE CITY OF VALLEJO, SOLANO COUNTY, CALIFORNIA

JOHN T. FOLEY, PLASTERER

ACKNOWLEDGMENT
STATE OF CALIFORNIA
COUNTY OF SOLANO



JOHN T. FOLEY, PLASTERER
CITY OF VALLEJO, SOLANO COUNTY, CALIFORNIA

PLANNING AND COMMISSIONS CERTIFICATE

I, BRUCE WATSON, SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF VALLEJO, SOLANO COUNTY, CALIFORNIA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS FINAL SUBDIVISION MAP AND DID FIND THAT SAID FINAL SUBDIVISION MAP IS IN ACCORD WITH THE PROVISIONS OF THE MAP ACT AND THE TENTATIVE MAP APPROVED BY SAID PLANNING COMMISSION ON THE 15th DAY OF SEPTEMBER, 1980, AND THAT SAID FINAL SUBDIVISION MAP IS IN ACCORD WITH THE PROVISIONS OF THE MAP ACT AND THE TENTATIVE MAP APPROVED BY SAID PLANNING COMMISSION ON THE 15th DAY OF SEPTEMBER, 1980, AND THAT SAID FINAL SUBDIVISION MAP IS TECHNICALLY CORRECT.

BRUCE WATSON, SECRETARY OF THE PLANNING COMMISSION, CITY OF VALLEJO, SOLANO COUNTY, CALIFORNIA

7/18/80

CITY MANAGER'S CERTIFICATE

I, MICHAEL B. LYNGE, CITY MANAGER OF THE CITY OF VALLEJO, SOLANO COUNTY, CALIFORNIA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS FINAL SUBDIVISION MAP THAT THE SUBDIVISION AS SHOWN HEREIN IS SUBSTANTIALLY IN ACCORDANCE WITH ALL PROVISIONS OF CHAPTER 2 OF THE MAP ACT OF THE STATE OF CALIFORNIA AND ORDINANCE NO. 862 M.C. OF THE ORDINANCES OF THE CITY OF VALLEJO APPLICABLE AT THE TIME OF APPROVAL OF SAID TENTATIVE MAP HAVE BEEN COMPLETED WITH AND THAT SAID FINAL SUBDIVISION MAP IS TECHNICALLY CORRECT.

MICHAEL B. LYNGE, CITY MANAGER OF THE CITY OF VALLEJO, SOLANO COUNTY, CALIFORNIA

CITY CLERK'S CERTIFICATE

I, LINDA TEARA, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF VALLEJO, SOLANO COUNTY, CALIFORNIA, DO HEREBY CERTIFY THAT THIS FINAL SUBDIVISION MAP WAS PREPARED BY ITS RESOLUTION NO. 158, 5/15/79, M.C. ADOPTED ON THE 20th DAY OF MAY, 1979, APPROX SAID FINAL SUBDIVISION MAP AND ACCEPTED BY RESOLUTION FOR PUBLIC USE OF THE CITY OF VALLEJO, SOLANO COUNTY, CALIFORNIA, DO HEREBY CERTIFY THAT THE PUBLIC UTILITY AND PLUMBING ESTIMATES (U.P.E.), DESIGNATED THEREIN AS "SEWERAGE SYSTEM" AND "WATER SUPPLY SYSTEM" ARE IN ACCORD WITH THE PROVISIONS OF CHAPTER 2 OF THE MAP ACT OF THE STATE OF CALIFORNIA AND ORDINANCE NO. 862 M.C. OF THE ORDINANCES OF THE CITY OF VALLEJO APPLICABLE AT THE TIME OF APPROVAL OF SAID TENTATIVE MAP HAVE BEEN COMPLETED WITH AND THAT SAID FINAL SUBDIVISION MAP IS TECHNICALLY CORRECT.

LINDA TEARA, CITY CLERK AND CLERK OF THE CITY COUNCIL, CITY OF VALLEJO, SOLANO COUNTY, CALIFORNIA

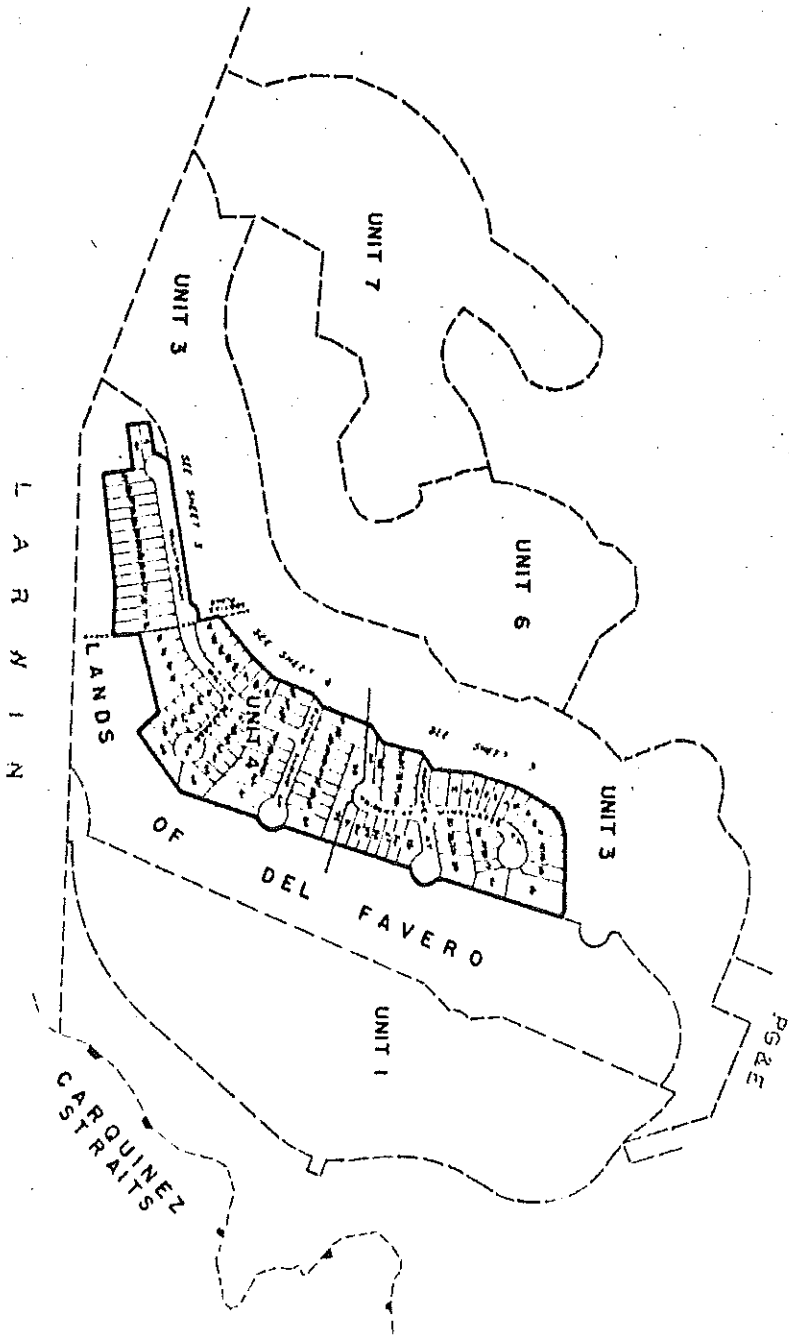
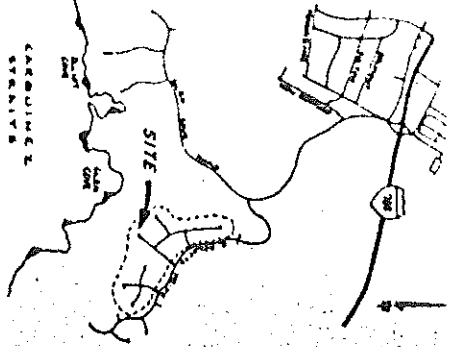
COUNTY RECORDER'S CERTIFICATE

I, VIRGINIA PEARL, THE COUNTY RECORDER OF SOLANO COUNTY, CALIFORNIA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS FINAL SUBDIVISION MAP AND DID FIND THAT SAID FINAL SUBDIVISION MAP IS IN ACCORD WITH THE PROVISIONS OF THE MAP ACT AND THE TENTATIVE MAP APPROVED BY SAID PLANNING COMMISSION ON THE 15th DAY OF SEPTEMBER, 1980, AND THAT SAID FINAL SUBDIVISION MAP IS IN ACCORD WITH THE PROVISIONS OF THE MAP ACT AND THE TENTATIVE MAP APPROVED BY SAID PLANNING COMMISSION ON THE 15th DAY OF SEPTEMBER, 1980, AND THAT SAID FINAL SUBDIVISION MAP IS TECHNICALLY CORRECT.

VIRGINIA PEARL, COUNTY RECORDER OF SOLANO COUNTY, CALIFORNIA

7/18/80

VICINITY MAP



P.31

FINAL MAP

DILLON POINT ESTATES
UNIT 4

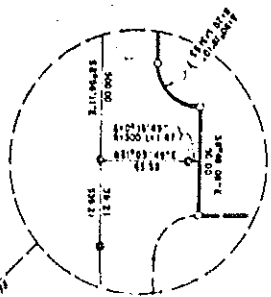
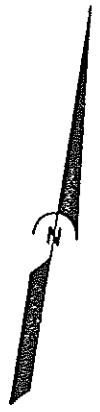
VALLEJO, SOLANO COUNTY, CALIFORNIA
SCALE: 1"=300' SEPTEMBER 1980

BRIAN KANGAS-FOULK & ASSOCIATES
PLEASANT HILL, CALIFORNIA

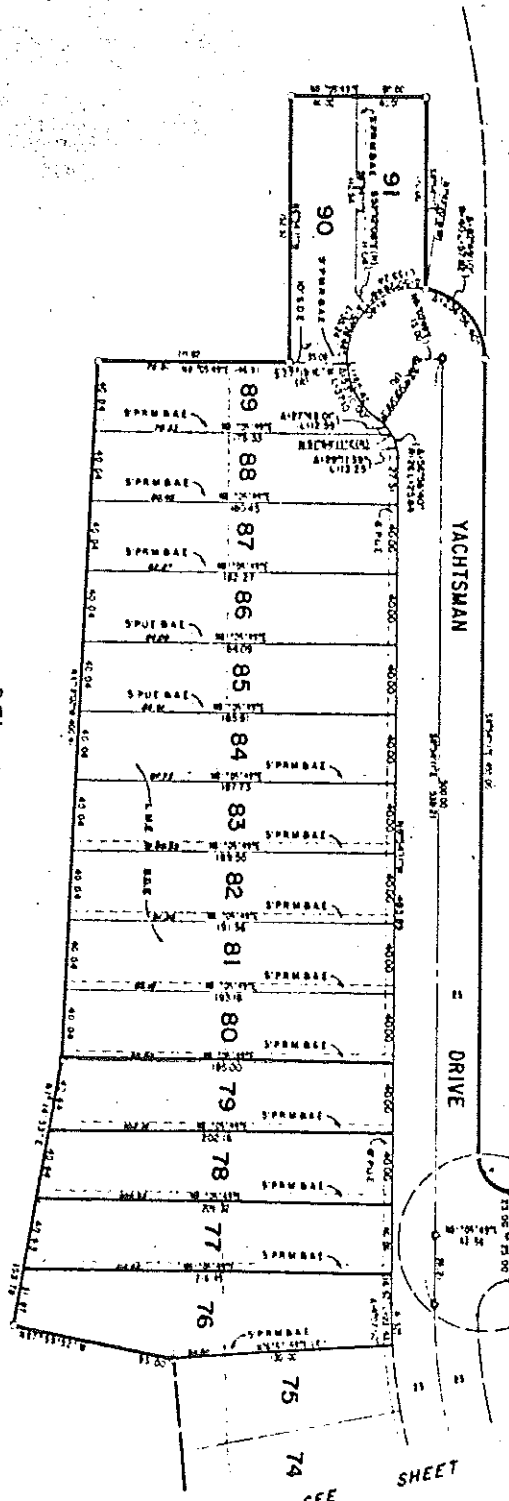
LEGEND

- 1. Lot area not yet shown on set
- 2. Standard fault boundary on set
- 3. 199-4 Utility Easement
- 4. 200' Spill Pail Easement
- 5. 20' Spill Pail Easement
- 6. 20' Spill Pail Easement
- 7. 20' Spill Pail Easement
- 8. 20' Spill Pail Easement
- 9. 20' Spill Pail Easement
- 10. 20' Spill Pail Easement
- 11. 20' Spill Pail Easement
- 12. 20' Spill Pail Easement
- 13. 20' Spill Pail Easement
- 14. 20' Spill Pail Easement
- 15. 20' Spill Pail Easement
- 16. 20' Spill Pail Easement
- 17. 20' Spill Pail Easement
- 18. 20' Spill Pail Easement
- 19. 20' Spill Pail Easement
- 20. 20' Spill Pail Easement

BASIS OF BEARINGS
 Bearings are taken on the California Company
 Survey 200' to obtain and distance bearing
 distances shown by 1:0000718



LANDS OF KAUFMAN AND BROAD
 (1979 O.R. 02084)



DEL FAVERO
 (P.S. S.C. 88000)

FINAL MAP

DILLON POINT ESTATES
 UNIT 4

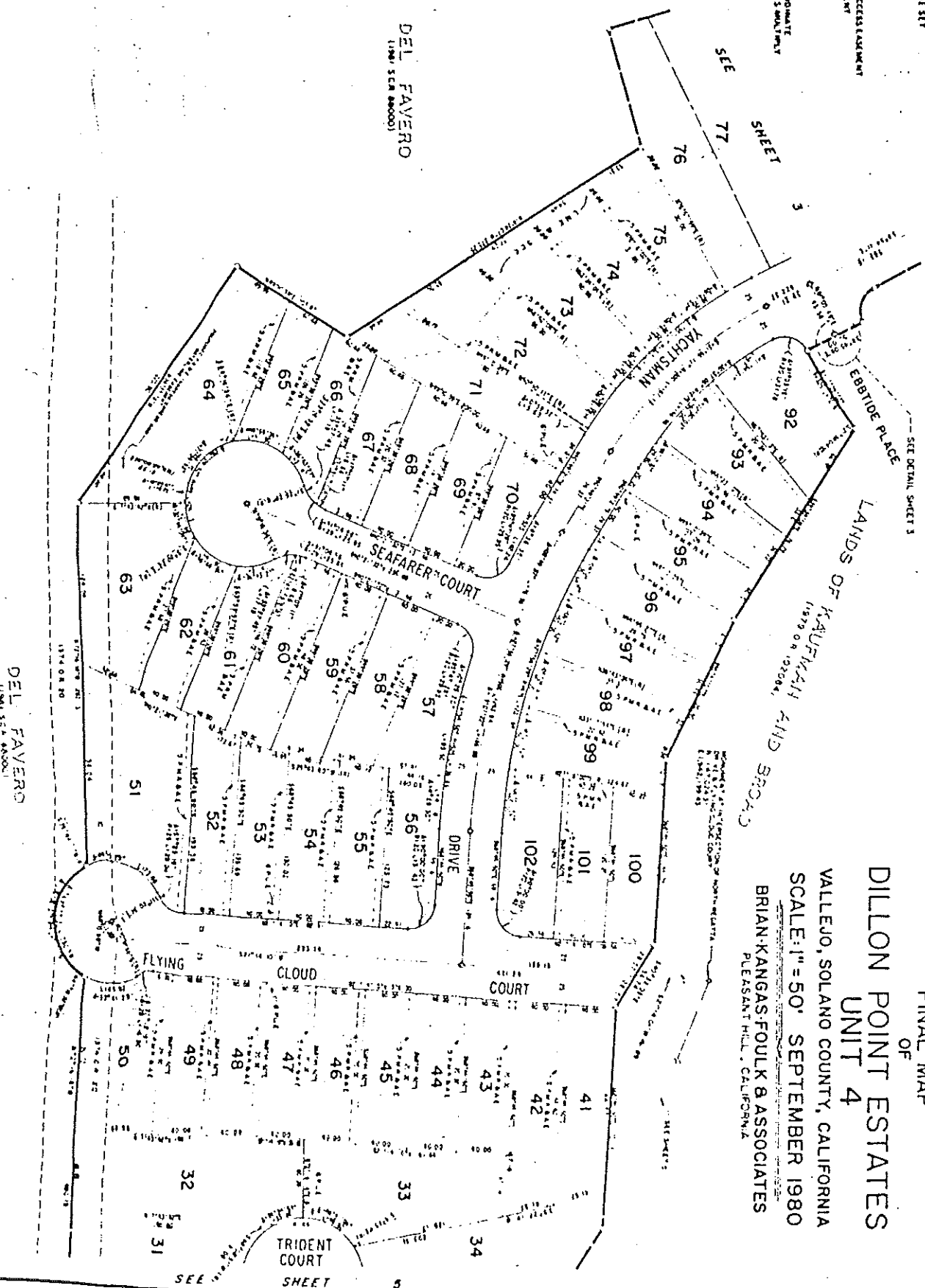
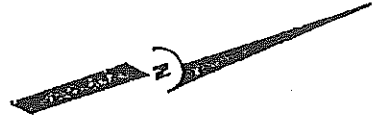
VALLEJO, SOLANO COUNTY, CALIFORNIA

SCALE: 1" = 50'
 SEPTEMBER 1980
 BRIAN KANGAS-FOULK & ASSOCIATES
 PLEASANT HILL, CALIFORNIA

LEGEND

- SURVEY POINT NOT 2000'S TO BE SET
- STAKE SET TO BE RECORDED TO BE SET
- PUBLIC UTILITY LATER SET
- STAKE MARK LATER SET
- SOLANO COUNTY RECORDS
- ORIGINAL RECORDS
- (SEE PLAN) SURVEY POINTS, PERMANENT ACCESS EASEMENT
- (SEE PLAN) SURVEY POINTS, PERMANENT ACCESS EASEMENT
- DIRECTIONAL SYMBOL

BASES OF BEARINGS
 BEARINGS BASED ON THE CALIFORNIA COAST AND GEODETIC SURVEY SYSTEM 1983. 1000' IS THE DISTANCE FROM THE SURVEY POINT TO THE POINT OF INTERSECTION BY 1,000,000'



FINAL MAP
 OF
DILLON POINT ESTATES
 UNIT 4
 VALLEJO, SOLANO COUNTY, CALIFORNIA
 SCALE: 1" = 50' SEPTEMBER 1980
 BRIAN KANGAS-FOLK & ASSOCIATES
 PLEASANT HILL, CALIFORNIA

DEL FAVERO
 (1:500' SCALE)

DEL FAVERO
 (1:500' SCALE)

SEE SHEET 5

SHEET 4 OF 4

