

HEADLANDS

UNIT 3B

600662  
When recorded return to:

First American Title Guaranty Company  
1319 Travis Blvd., Suite A  
Fairfield, CA 94533

74528

NOV 4 1987

RECORDED AT REQUEST OF  
FIRST AMERICAN TITLE GUAR  
8:30 A.M.

OFFICIAL RECORDS  
SOLANO COUNTY CALIF.

*[Signature]*  
P.O. Recorder

PL44374

DECLARATION OF RESTRICTIONS

THIS DECLARATION is made this 30th day of October, 1987  
by THE PRESLEY COMPANIES, a California Corporation  
(hereinafter referred to as the "Declarant").

RECITALS

(a) Declarant is the owner of that certain real property  
located in the County of Solano, State of California, more particularly  
described as:

Lots 1 through 169, inclusive, as shown on the map  
entitled "GLEN COVE UNIT 3-B", filed September 4, 1987  
in Book 50 of Maps, Page 43, Solano County Records.

(b) Declarant desires to create and develop upon said  
real property a single-family residential project, (hereinafter  
referred to as the "Project"); and

(c) Declarant deems it desirable to impose a general  
plan for the use, occupancy and enjoyment of the Project and to  
establish, adopt and impose covenants, conditions and restrictions  
upon the Project for the purpose of enforcing, protecting, and pre-  
serving the value, desirability and attractiveness of same;

NOW, THEREFORE, Declarant agrees and declares that it has  
established, and does hereby establish a plan for the development,  
maintenance, protection, use, occupancy and enjoyment of the Pro-  
ject, and has fixed and does hereby fix the covenants, conditions,  
restrictions, easements, reservations, liens and charges (herein-  
after collectively referred to as "covenants") upon the Project.  
Each and all of the covenants shall run with the land and shall  
inure to the benefit of and be binding upon Declarant, its succes-  
sors and assigns, all subsequent owners of all or any portion of  
the Project, together with their grantees, successors, heirs, exe-  
cutors, administrators, devisees and assigns.

ARTICLE I

DEFINITIONS

Section 1. "Project" shall mean and refer to all of that  
certain real property described in paragraph (a) of the Recitals  
hereinabove and all structures and other improvements constructed  
thereon.

Section 2. "Declarant" shall mean and refer to THE  
PRESLEY COMPANIES, a California Corporation.

Section 3. "Owner" shall mean and refer to the record owner  
or owners, if more than one, or the buyer under a conditional sales  
contract of the fee simple title to a Lot in the Project.

Section 4. "Lot" shall mean and refer to, unless the context  
shall imply otherwise, all residential Lots within the Project.

Section 5. "Residential Structure" shall mean and refer to the individual dwelling which is designed and intended for use and occupancy as a single-family residence and which occupies a separate Lot in the Project, and to all other buildings or other structures constructed on said Lot.

Section 6. "City" shall mean and refer to the City of Vallejo.

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## ARTICLE II

### USE RESTRICTIONS

The Project shall be occupied and used as follows:

Section 1. Each Lot shall be used exclusively as a private single-family residence. No owner of a Lot in the Project shall use or permit his Lot to be used for any business, commercial, industrial or other nonresidential purposes. Declarant reserves the right to carry on normal sales activity in the Project, including the operation of models and a sales office, until all lots in the Project are sold.

Section 2. No dwelling shall be permitted on any Lot at a cost of less than Thirty Five Thousand (\$35,000.00), based upon cost levels prevailing on the date these covenants are recorded. The intention and purpose of this covenant is to assure that all dwellings shall be of 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 of a single-story dwelling exclusive of open porches and garages, shall be no less than One Thousand (1,000) square feet. The ground floor area of two-story structures, exclusive of open porches and garages, shall be no less than six hundred (600) square feet.

Section 3. No dwelling shall be erected or placed on any Lot having an area of less than Six Thousand (6000) square feet.

Section 4. Buildings shall be located on Lots as specified by City of Vallejo ordinances. No building shall be located nearer than Five (5) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than Ten (10) feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

Section 5. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five (25) feet from the intersections 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 Ten (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 foliage line is maintained at sufficient height to prevent obstruction of such site lines.

Section 6. No owner shall permit or suffer anything to be done or kept upon his Lot which will obstruct or interfere with the rights of other owners, or annoy them by unreasonable noises or otherwise, nor will he suffer or permit any nuisance on the premises.

Section 7. No owner shall install or cause to be installed

any T.V. or radio antenna or other similar electronic receiving or broadcasting device on any portion of the exterior of any residential structure, or free standing on any lot in the Project.

Section 8. No sign of any kind shall be displayed to the public view on or from any Lot in the Project, except such signs as may be used by Declarant in connection with the development of the Project and Sale of Lots, and except reasonable "for sale" or "for Lease" signs not to exceed five (5) square feet.

Section 9. No owner of a Lot shall park, store or keep any vehicle on any Lot except wholly within the parking area designated therefore, such as garages and driveways. No large commercial type vehicle, motorhome, camping trailer, boat, mobile home or other similar vehicles shall be parked or stored on any Lot at any time closer to the front Lot line than the front of the residential structure. The foregoing shall not include pick-up trucks up to and including three-quarter (3/4) ton when used for everyday-type transportation. No owner of a Lot in the Project shall repair or restore a motor vehicle of any kind on his Lot unless such work is conducted in his garage, except emergency repairs of restoration required to enable movement of a vehicle to a repair facility is permitted outside his garage.

Section 10. No animals of any kind shall be raised, bred or kept in any Lot in the Project except that an owner may keep ordinary household pets, subject to all local ordinances, provided however that said pets shall not be kept or bred for any commercial purpose.

Section 11. No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Lot in the Project, except in sanitary containers located in appropriate areas on a Lot, screened and concealed from view.

Section 12. No outbuilding, basement, tent, shack, garage, trailer, camper, motorhome or shed or temporary building of any kind shall be used as a residence, either temporarily or permanently.

Section 13. The Declarant may assign any or all of its rights under this Declaration to any successor to all or any part of Declarant's interest in the Project by an express assignment incorporated in a recorded deed transferring such interest to such successor.

Section 14. No oil, drilling, oil development, nor oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of any Lot or to a depth of five hundred (500) feet below the surface. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 15. Subject to the provisions of this Declaration regarding Architectural Control Committee approval, each owner shall, at his sole cost and expense, maintain his Lot and residential structures keeping same in neat, clean, safe, attractive, sanitary and orderly condition at all times and shall make all structural repairs as they may be required.

Section 16. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Subdivision Map.

Section 17. Each owner of a Lot in the Project shall install landscaping and adequate irrigation and drainage systems on his lot within six (6) months of close of escrow. Each owner shall maintain his lot in a condition consistent with a first class residential neighborhood, and shall keep his lot clear of all weeds and other debris at all times.

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Section 18. Each Owner of a Lot in the Project covenants, and agrees that he shall not interfere with nor change the drainage patterns created or designated by approved plans for the Project.

Section 19. Each owner of a Lot in the Project which has a concrete drainageway or other water course constructed thereon, covenants and agrees that he shall, at his own cost, maintain said drainageway or water course in good working order. Further, each Owner covenants and agrees that he shall permit the owners of adjacent or adjoining Lots in the Project free access to any drainageway or other water course located on his lot, if said drainage way or water course adversely affects the adjacent or adjoining lots and such access is necessary to maintain the drainageway or water course for the protection and use of the adjacent or adjoining lots.

Section 20. A landscape maintenance assessment district will be formed to maintain the landscaping and certain other amenities of certain slopes and areas in the tract. 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 hearing, and may be collected under billings as provided by the City. The City of Vallejo shall have the right to enforce this provision for the protection and benefit of each property owner in the tract, and for the benefit of the City in general.

No owner shall have any right of access to any portion of a lot, or any lot, and or land, within the landscaped maintenance district. No owner shall fence or crossfence any of the land within the landscaped maintenance district. No playground equipment or other temporary or permanent improvement shall be permitted within any land in the landscape maintenance district.

### ARTICLE III

#### ARCHITECTURAL CONTROL

Section 1. Architectural Approval. No building, fence, wall or other structures shall be erected or altered upon any Lot in the project, nor shall any exterior addition to or other exterior alteration of a Residential structure ( including but not limited to patio covers) be made until all requirements which may be imposed by the City have been satisfied, and the plans and specifications showing the nature, kind, color, shape, dimensions, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location of relation to surrounding structures and topography by the Architectural Control Committee provided for in Section 2 hereof. In the event said committee, or its designated representatives, fails to approve or disapprove such plans and specifications in writing within forty-five (45) days after said plans and specifications have been submitted to it, approval by said committee will not be required.

Section 2. Architectural Control Committee. The committee is hereby authorized with the rights and powers set forth herein. It shall consist of two (2) members and in the event of the failure or inability to act of any member of the committee, the remaining member or members shall designate a successor who shall serve for the remainder of the term of the member he replaces. The initial members of the committee shall be the Senior Vice President and the Vice President of the Declarant.

notwithstanding the foregoing, Declarant shall have the right and power to appoint or remove any or all members of said committee or to fill any vacancy, prior to sale of all of the lots in the project. At such time that all of the lots in the project have been sold, the initial committee shall dissolve, and the Declarant shall have no further rights or obligations as to the committee. Thereafter, the owners shall have the right to form an Association which may assume the functions of said committee and shall operate the same by and through a committee. At any time after the formation of the Association, the members of said committee shall be elected by a majority vote of the then owners and shall serve for such term as may be decided by the owners. No member of the committee shall be liable to any person for his decisions or failure to act in making decisions as a member of the committee.

ARTICLE IV

GENERAL PROVISIONS

PC151078

Section 1. Enforcement.

(a) The city and/or the owner of any lot in the project, including the Declarant, shall have the right, but not the obligation, to enforce by proceedings at law or in equity all of the covenants imposed by this Declaration, including, without limitation, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of said covenants, to enjoin or prevent them from doing so, to cause said violation to be remedied, and/or to recover damages for said violation.

(b) The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative.

(c) The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

(d) A breach of the covenants contained in this Declaration shall not affect nor impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any lot, provided however, that any subsequent owner of such property shall be bound by said covenants, whether or not such owner's title was acquired by foreclosure, a trustee's sale or otherwise.

Section 2. Severability. Invalidaton of any one of these covenants by judgement or court order shall in no way affect any other provisions hereof, which shall remain in full force and effect.

Section 3. Term. The covenants set forth in this Declaration shall run with and bind the Project, and shall inure to the benefit of and be enforceable by any owner of a lot in the project, his heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument agreeing to change said covenants in whole or in part has been signed by a majority of the then owners and has been recorded.

Section 4. Amendments. This Declaration of Restrictions may be amended only by the affirmative vote or written assent of the owners of a least seventy-five percent (75%) of the lots in the project, and further, this amendment provision shall not be amended to allow amendments by vote of the owners of less than seventy-five percent (75%) of the lots in the project; provided however, that the provisions of this Declaration shall not be amended without the written consent of either the City Director of Planning or the City Attorney, to the extent such provisions relate to the original conditions placed upon the project by the City, or to the extent such provisions affect the City's rights herein. In determining the number of votes that may be cast hereunder, it shall be understood that an owner is entitled to one(1) vote for each lot owned. When more than one (1) person holds an interest in any lot in the project, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

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Section 5. Attorney's Fees. In the event that legal proceedings are commenced to enforce any of the terms and provisions of this Declaration, the Prevailing party shall be entitled to recover all costs of suit, including reasonable attorney's fees as determined by the Court.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto set its hand and seal on the day and year first above written.

THE PRESLEY COMPANIES,  
a California corporation

BY: [Signature]  
Michael S. McKissick, Senior Vice President

BY: [Signature]  
Peter N. Hellmann, Vice President

STATE OF CALIFORNIA  
COUNTY OF Contra Costa  
On October 30, 1987 before me, the undersigned, a Notary Public in and for  
said State, personally appeared Michael S. McKissick and  
Peter N. Hellmann, personally known to me (or proved to me on the  
basis of satisfactory evidence) to be the persons who executed the within instrument as Senior  
Vice President and Vice President ~~XXXXX~~ on behalf of  
The Presley Companies  
the corporation herein 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 [Signature]

(This area for official notarial seal)

3002 16/871 - (Incorporated First American Title Insurance Company)