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Fairfield, CA 94533

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DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS  
AND RESERVATION OF EASEMENTS

THIS DECLARATION is made on the date hereinafter set forth by BEAR FOREST PROPERTIES, a California corporation, hereinafter referred to as "Declarant".

RECITALS

A. Declarant is the owner of certain real property (the "Development") in the County of Solano, State of California, described as:

Lots 1 through 19, inclusive, as the same are shown on that certain map entitled: "GLEN COVE ESTATE LOTS" (the "Map"), in Book 51 of Maps, Pages 73 through 75, inclusive, in the Office of the County Recorder of the County of Solano, State of California.

B. Declarant will convey the Development and said lots subject to certain protective covenants, conditions, restrictions, and easements as hereinafter set forth.

DECLARATION

Declarant hereby declares that all of the real property described above shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions and easements, all and each of which are for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the properties. All, and each of these covenants, conditions, restrictions, and easements are hereby imposed as equitable servitudes upon the properties, 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 in any part thereof, their successors and assigns.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration or in any supplemental declaration, unless the context shall prohibit, shall have the following meanings:

Section 1.01 Development. "Development" shall mean and refer to that certain real property described in Recital A above.

Section 1.02 Lots. "Lot" shall mean and refer to any numbered residential plot of land designated as a lot on the Map referred to in Recital A above, along with any improvements which may be added to such Lot from time to time.

**Section 1.03 Owner.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot that is a part of the Development, including contract sellers, but notwithstanding any applicable theory of mortgage or trust deed, shall not mean or refer to the mortgagee or beneficiary unless and until such mortgagee or beneficiary has acquired title pursuant to foreclosure, trustee's deed, or any proceeding in lieu of foreclosure.

**Section 1.04 Wall or Fence.** "Wall or Fence" shall mean and refer to a wall or fence that is not a structural wall or fence.

**Section 1.05 Construction Project.** "Construction Project" shall mean and refer to building, erecting, or placing upon a Lot any structure, including, but not limited to, dwelling houses, garages, outbuildings, walls, fences, temporary structures, trailers, barns, and basements, and shall also mean and refer to the improvement, alteration, expansion, or remodeling of any such structure, including, but not limited to, exterior painting, but not including interior painting.

**Section 1.06 Maintenance District; Maintenance Easements.** "Maintenance District" shall mean and refer to a landscape maintenance district which has been or will be established for the purpose of maintaining certain slopes located in the Development and maintaining City-owned open space and trails, among other items and purposes. "Maintenance Easements" shall mean and refer to certain landscape maintenance easements which have or will be established on or across certain Lots for the purpose of being maintained by or providing access to those areas which are to be maintained by or on behalf of the Maintenance District. All Owners of Lots shall be included within the Maintenance District even though certain Lots will not have portions which are maintained by the Maintenance District or which otherwise are subject to Maintenance Easements. All Lots will be assessed for the cost of maintaining and operating the Maintenance District in accordance with applicable state and local law, which assessments will ordinarily be paid as a portion of each Owner's real property taxes applicable to each Lot. The Maintenance District may annex other areas not a part of the Development or may be annexed by an existing landscape maintenance district already established for the Glen Cove Community.

**Section 1.07 Glen Cove Community.** "Glen Cove Community" shall mean and refer to the overall Glen Cove area of the City, of which the Development is a part.

**Section 1.08 City.** "City" shall mean and refer to the City of Vallejo, including any governmental entity or district to which the City has transferred or should transfer its rights.

**Section 1.09 County.** "County" shall mean and refer to the County of Solano, including any governmental entity or district to which the County has transferred or should transfer its rights.

Section 1.10 Declarant. "Declarant" shall mean and refer to BEAR FOREST PROPERTIES, a California corporation, its successors and assigns, if such successors and assigns acquire or hold record title to all or any portion of the Development for development purposes.

## ARTICLE II

### USE RESTRICTIONS

Section 2.01 One Family Residences. The Lots shall be used solely for private one-family residences, and only one such residence may be constructed on each Lot; provided, however, that temporary structures may be erected for use in connection with the actual construction of a residence, but no such temporary structure shall remain on any Lot for a longer period of time than is customarily required to construct like or similar residences; and provided further, that any Lots may be used by Declarant or its successors as models for the purpose of selling the Lots until all of the Lots are sold by Declarant, and also for the purpose of developing, improving and selling other property and lots that Declarant owns in the Glen Cove Community.

Section 2.02 Prohibited Dwellings. Subject to the exemption of Declarant provided herein, no trailer, basement, tent, shack, garage, barn nor other outbuildings constructed or placed upon any Lot shall be used as a permanent or temporary dwelling, nor shall any temporary structure be used as a residence.

Section 2.03 Nuisance. No Lot shall be used in such manner as to obstruct or interfere unreasonably with the residential uses of other Lots, nor in such a manner as to unreasonably annoy the occupants of other Lots by unreasonable noises, offensive odors, noxious or offensive trade or activity, or otherwise.

Section 2.04 Committee Approval of Construction. No construction project shall be undertaken on any Lot unless and until such construction project is approved by the Architectural Committee as provided in Article IV of this instrument, if applicable.

Section 2.05 Antennas. No facilities, including without limitation poles and wires and wind-powered generators, for the transmission, reception or generation of electricity, telephone messages, and television or radio, except as specifically provided herein, shall be placed or maintained above the surface of the ground of any Lot.

Section 2.06 Local Ordinances. All buildings and other improvements erected or constructed on any Lot shall conform to the ordinances and statutes pertaining thereto. Without limiting the generality of the foregoing, no building shall be located on any Lot nearer to the front Lot line or side street line, nor

nearer to the side or rear yard line of such Lot than shall be permitted by the ordinance and regulations of the local body governing the same. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as 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 2.07 Drilling Operations. No derrick or other structure designed for use in boring, mining, or drilling for oil, natural gas, precious metals, water, or the like, shall be erected, maintained or permitted upon any Lot in said tract, provided that nothing in this declaration shall be construed to restrict a public authority or utility company from erecting, maintaining, and operating derricks and other structures, including housing and equipment, upon any Lot owned by it in said tract for the purpose of extracting water from the subsurface and/or for the treatment, storage and distribution of water through the system of such public authority or utility company.

Section 2.08 Signs. No sign, billboard or other advertising device of any character shall be erected or maintained upon any part of the Development or on any Lot, except the following: (i) one sign for each Lot (with dimensions of not more than 18 inches by 24 inches) advertising such Lot for sale or rent; and (ii) such signs, billboards and other advertising devices as Declarant may erect and maintain as it deems necessary or proper in connection with the development, subdivision and sale of the Development and/or the Lots therein.

Section 2.09 Fencing. No fencing shall be constructed along the side or the rear Lot lines which are in violation of the Development Plan approved by the City for the Development and which have not been approved in design and in height by the Architectural Committee.

Section 2.10 Garage Conversions Prohibited. No Owner or other person or entity 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.

Section 2.11 Commercial Vehicles. No vehicles shall be kept or stored upon any of said Lots other than those vehicles primarily and currently used for transportation of persons other than for hire, unless it be kept or stored in an enclosed garage when not in use. No such vehicle owned or in the possession or under the control of any resident in the Development shall be parked overnight in any street within the Development.

Section 2.12 Boat and Trailer Storage. No trailer, camper or house trailer shall be parked, left or stored upon any Lot for

more than twenty-four (24) hours unless the same is parked, left or stored in a garage or other enclosure sufficient to screen such trailer or camper from view from all public streets. No boat of any kind shall be parked, left or stored on a Lot for more than thirty-six (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.

### ARTICLE III

#### EASEMENTS AND ENCROACHMENTS

Section 3.01 Utility Easements. Each Owner agrees, by the acceptance of his deed, that his Lot may be granted subject to easements for installation and maintenance of the utilities, sewer pipelines and facilities, and drainage facilities, over each of said Lots, and all pipelines and other facilities located and to be located in said easements, are reserved as shown on the said recorded Map and such easements that may be recorded by the parties hereto either prior or subsequent to the recordation of this Declaration. Within these easements, no structure shall be placed or permitted and no changes may be made which may change the direction in the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement areas of each Lot and all improvements within 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. No structure shall be placed within an easement which will interfere with the use of, or the maintenance of, the facilities for which the easement has been granted. In addition, all sewer pipelines and other sewer facilities located and to be located within public roads, streets or highways abutting each of said Lots are reserved.

Section 3.02 Access to Slopes and Drainage Ways. Each Owner agrees, by acceptance of his deed, to permit free access to slopes or drainage ways located on his Lot, which slopes or drainage ways affect said other Lots, when such access is essential for the maintenance of permanent stabilization on said slopes or for the maintenance of said drainage ways for the protection or use of said other Lots. In addition, no Lot Owner shall restrict the access of the Maintenance District to the areas covered by the Maintenance Easements, such as by constructing fencing or other barriers, and no Lot Owner shall landscape, alter, grade, or construct any structures of any kind whatsoever within the areas of the Maintenance Easements.

Section 3.03 Surface Waters. Except as provided by law, each Owner agrees, by the acceptance of his deed, not to interfere with or obstruct the established drainage pattern over his Lot from or to adjacent or other Lots. For the purpose of this Section, "Established Drainage" means the drainage that existed at the time that such Lot is conveyed to a purchaser from Declarant.

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Each Lot has been graded to provide the correct drainage pattern for water flow. It is very important that each Owner understands that he may not alter or interfere with this drainage, and that Declarant shall not be responsible for any alterations or interference in the drainage pattern as it was established at the time that each Lot was graded.

Section 3.04 Landscaping and Backyard Slope. Each Owner agrees, by the acceptance of the deed to his Lot, to install and maintain landscaping on the backyard slope of his Lot. The Owner of a Lot, prior to installing any such landscaping, shall submit a landscaping plan to the City for its approval.

#### ARTICLE IV

##### ARCHITECTURAL COMMITTEE

Section 4.01 Composition of Committee. An Architectural Committee, composed of one or more persons, shall initially be composed of representatives appointed by Declarant. The powers and duties of Declarant under this Article IV shall cease on the date on which escrows have closed for the sale of ninety percent (90%) of the Lots in the Development from Declarant. Thereafter, approvals described in this Article IV shall not be required unless, prior to the above date, and effective thereon, a written instrument shall be executed by the then record Owners of a majority of the Lots in the Development and duly recorded, appointing a representative or representatives, including the address of such representative or representatives who shall thereafter exercise the same power as previously exercised by Declarant hereunder.

Section 4.02 Powers of Committee. No Construction Project shall be commenced on any Lot until the plans, specifications and plot plan showing the proposed location of the improvements, description of all materials to be used and the colors to be used have been submitted and approved in writing by the Architectural Committee as to conformity and harmony of exterior design, location, color and elevation with existing structures on the properties. Neither Declarant, nor any other members of the Architectural Committee, shall be liable to any person for its decisions or failure to act in making decisions pursuant to the within Declaration. Declarant shall not be required to obtain approval of its plans from the Architectural Committee.

#### ARTICLE V

##### TERMINATION, AMENDMENT AND SEVERABILITY

Section 5.01 Termination and Amendment. All the covenants, conditions, and restrictions contained in this Declaration shall run with the land and shall be binding upon, and enforceable by, all Lots and their respective Owners for a period of thirty (30) years from the date these covenants are recorded and thereafter

said covenants, conditions and restrictions shall automatically be extended for successive periods of ten (10) years, unless, by a written instrument signed by the Owners of fifty-one percent (51%) of the Lots (based upon one vote per Lot owned) at any time and recorded in the Office of the County Recorder, the owners determine to revoke or change in whole or in part this Declaration. This Declaration cannot be amended in a manner which would materially reduce the power and responsibility of the Architectural Committee and/or the City of Vallejo to approve or disapprove plans and specifications as set forth in Section 4.02 above, without the written consent of the Planning Director of the City of Vallejo, which consent shall not be unreasonably withheld.

Section 5.02 Severability. Invalidation of any one of the easements, covenants, conditions or restrictions of this Declaration by judgment or court order shall not affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

#### ARTICLE VI

##### EXEMPTION AND RIGHTS OF DECLARANT

Section 6.01 Exemption and Rights of Declarant. Nothing in this Declaration shall limit the right of Declarant to complete construction of improvements in or on the Development or to alter the foregoing, or to construct such additional improvements as Declarant deems advisable prior to the completion and the sale by Declarant of all of the Lots. Such rights shall include, but shall not be limited to, the erection, construction, and maintenance on any portion of the Development owned by Declarant of such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease, or otherwise. Declarant specifically reserves the right to use any unsold Lots on the properties for model and sales offices, and further reserves the right to rent any unsold Lots. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title by a purchaser from Declarant to establish in and on the Development additional easements, reservations and rights of way for itself, utility companies, the Maintenance District, or others as may from time to time be reasonably necessary for the proper development and disposal of the properties. Declarant reserves the right to alter its construction plans and designs as it deems appropriate. The rights of Declarant hereunder may be assigned by Declarant to any successor to all or part of Declarant's interest in the properties by an express assignment incorporated in a recorded deed transferring such interest to such successor. The provisions of this section shall not be altered or terminated without the prior written consent of Declarant.



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## ARTICLE VII

## MISCELLANEOUS

**Section 7.01 Enforcement.** Breach of any of the easements, covenants, conditions, or restrictions contained in this Declaration and the continuation of any such breach may be enjoined, abated, or remedied by appropriate legal or equitable proceedings by any Owner, by Declarant, or by the City. Breach of any easements, covenants, conditions, or restrictions contained in this Declaration shall not defeat or render invalid the lien of any recorded mortgage or deed of trust, or any part thereof, made in good faith and for value as to any lot, but such easements, covenants, conditions, and restrictions shall be binding and effective against any Owner of a lot or lots whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

**Section 7.02 Costs and Attorney's Fees.** If an action is instituted in a court of competent jurisdiction to enforce any of the covenants, conditions, restrictions, or easements contained in this Declaration, the party against whom the judgment, decree, order, or declaration is entered shall, and agrees to, pay all costs of suit and a reasonable attorney's fee, such as may be established by said court.

**Section 7.03 No Representations or Warranties.** No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with the Development or any portion thereof, relating to (1) the Development's physical condition, zoning, compliance with applicable laws, or fitness for intended use, or (2) the subdivision, sale, operation, or use of the Development and the Lots, except as specifically and expressly set forth in this Declaration or otherwise in writing.

**Section 7.04 Constructive Notice and Acceptance.** Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Development does and shall be conclusively deemed to have consented and agreed to the reasonableness and binding effect of every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the Development or any portion thereof.

**Section 7.05 Slope Control Areas.** Slope control areas are defined as that portion of the lot where the slope exceeds four feet in height and the slope ratio equals or is steeper than one foot vertical to three feet horizontal. 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 of flow of drainage channels, or obstruct or retard the flow of water

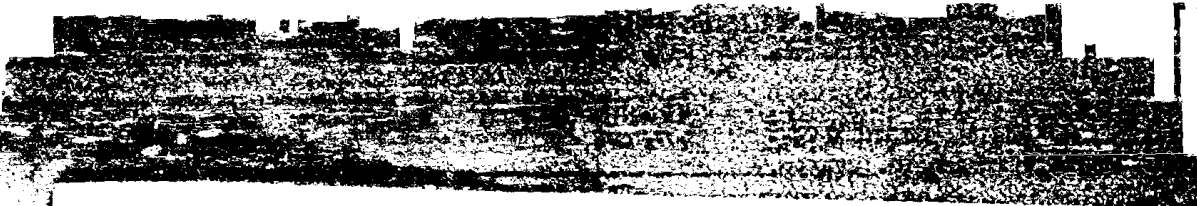
through drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the Owner of the Lot, except for those slope control areas and improvements for which the Maintenance District, a public authority or a utility company is responsible.

Section 7.06 Visual Site Obstruction Control. 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 a line connecting them at points 25 feet from the intersection of the street lines, 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.

Section 7.07 Front Yard Landscaping. Each Owner of a Lot shall, within ninety (90) days after such Owner takes title to such Lot, plant and irrigate a lawn or otherwise landscape his front yard in accordance with acceptable standards in the area. Said landscaping and irrigation shall be sufficient to prevent the flow of soil or dirt from Owners Lot onto any adjacent sidewalk, street, parkway or Lot. Said landscaping and irrigation (including grass and/or other plant materials) shall be sufficient to cover at least ninety percent (90%) of the non-paved area of such front yard. After installation, Owner shall be responsible for the continuous maintenance of the landscaping of his yard in accordance with acceptable standards in the area. No tree, shrub or other planting of any kind shall be allowed to overhang or otherwise to encroach upon any sidewalk or other pedestrian way.

Section 7.08 Special Enforcement. In addition to any other remedies provided in these Covenants, Conditions and Restrictions for any breach hereof, the obligations of the Owner of any Lot under Section 7.07 above may be specifically enforced, it being understood that the other Owners within this the Development will suffer continuing and irreparable harm in the event that such obligations are not duly performed.

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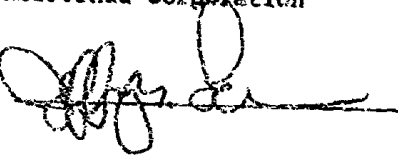


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The undersigned Declarant has executed this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements on this 1<sup>st</sup> day of November, 1988.

DECLARANT:

BEAR FOREST PROPERTIES  
A California Corporation

By: 

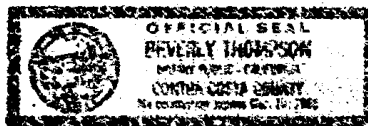
[Attach Corporate Notarial Acknowledgment:]

STATE OF CALIFORNIA  
COUNTY OF Contra Costa  
On October 31, 1988 before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey B. Lawrence 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 \_\_\_\_\_

Bear Forest Properties  
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: 



(This area for official notarial seal)

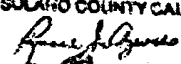
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RECORDED IN THE OFFICE OF THE COUNTY CLERK OF CONTRA COSTA COUNTY  
8:30 A.M. 11/1/88

BOOK NOV -- 3 1988  
OFFICIAL RECORDS  
CONTRA COSTA COUNTY CALIF.  
  
P.D. Recorder