

600652  
When recorded return to  
Centex Homes Corporation  
597 Center Avenue, Suite 200  
Martinez, California 94553

PG103215

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

Attn: Ms. Diane Hughes

51104

BOOK JUL 29 1987

OFFICIAL RECORDS  
SOLANO COUNTY CALIF.

*Ronald J. [Signature]*  
27<sup>th</sup> PD. Recorder

DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS FOR  
THE RIDGE AT GLEN COVE

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RIDGE AT GLEN COVE ("Declaration") is made as of the 15 day of July, 1987 by CENTEX HOMES CORPORATION ("Declarant"), with reference to the following facts:

RECITALS

A. Declarant is the owner of the following real property in the State of California, County of Solano, City of Vallejo described as follows and hereinafter referred to as "The Property":

Lots 1 through 134 inclusive, as shown on the Map of Glen Cove Unit 5D filed April 23, 1987 in Map Book 49, Pages 16-21, Solano County Records.

B. Declarant intends to improve the Property by dividing the Property into a total of one hundred thirty-four lots (the "Lots") appropriate for the construction of single-family dwellings, as shown on the final subdivision map entitled Glen Cove Unit 5D filed April 23, 1987 in Map Book 49, Pages 16-21, Solano County Records ("The Map").

C. Declarant intends to subject the Property to the covenants, conditions, restrictions, easements and equitable servitudes set forth in this Declaration, for the benefit of the Property and the future owners thereof.

NOW, THEREFORE, Declarant declares as follows:

ARTICLE 1  
SUBMISSION

1.1 Submission. The property, and each part and parcel thereof, and each of the above described Lots shall be held, sold, leased, rented, hypothecated, encumbered, conveyed, used, occupied and improved subject to the easements, restrictions, covenants and conditions contained in this

Declaration which are imposed as equitable servitudes pursuant to a general plan for the development of the property and for the purpose of protecting, enhancing and maintaining the value and desirability of the Property. This Declaration and all of the covenants, conditions, restrictions, easements and equitable servitudes set forth herein shall run with, be binding upon and inure to the benefit of each and every Lot, shall be binding upon and inure to the benefit of each and every person having or acquiring any right title or interest in any Lot, and shall be binding upon and inure to the benefit of the successors in interest of such persons, their heirs and assigns.

1.2 Incorporation of Declaration into Deeds. Any deed or other instrument by which a lot is conveyed shall be subject to the provisions of this Declaration, whether or not the deed makes reference hereto.

ARTICLE 2  
EASEMENTS

2.1 Easement over adjoining Lot. In order to provide for efficient utilization of the land constituting the Property, certain lots, listed on Exhibit A (the "Servient Tenements"), shall be subject to a non-revocable, exclusive use easement in favor of the next adjacent lot (the "Dominant Tenements") as indicated on Exhibit A. The easement shall extend for a perpendicular distance of five feet or ten feet as shown on the Map from and parallel to the side boundary line of the Servient Tenement and is shown as a reciprocal maintenance easement (R.M.E.) on the Map. The R.M.E. sideline within the servient tenement is also the building and fence line for the Servient Tenement. The easement shall be for the following purposes:

(a) The exclusive use and enjoyment by the owner of the Dominant Tenement; provided, however, such use and enjoyment shall not restrict reasonable access of the owner of the Servient Tenement to the fence or his dwelling for the purposes of maintenance, reconstruction and repair. The owner of the Servient Tenement shall have the right to enter onto the Dominant Tenement from time to time as necessary to gain access to the fence and the dwelling for the purpose of making repairs, reconstruction and conducting maintenance to the fence and his dwelling. Access shall be limited to reasonable hours and shall only occur after reasonable notice is given to the owner of the Dominant Tenement. Upon completion of any maintenance, repair or reconstruction, the owner of the Servient Tenement shall repair or replace any landscaping or other improvements on the Dominant Tenement which are damaged by use of the easement area.

No alteration or termination of the easement shall be valid unless the instrument altering or terminating the easement is executed by Declarant or, if Declarant ceases to hold any interest of record in the Property, by the City of Vallejo or its successor. Any instrument altering or terminating the easement shall be effective only upon recording in the official records of Solano County, California.

2.2 Utility Easements. Easements are reserved as shown on the Map for installation and maintenance of public utilities, storm drainage facilities and sanitary sewer facilities. Any easements for installation, maintenance, use or repair of public utilities or drainage facilities which are dedicated on the Map or created by separate instrument shall be kept free of buildings, and within such easements no structure shall be placed or permitted to remain which may damage or interfere with the installation, maintenance, use or repair of such public utilities or drainage facilities or which may damage, interfere with, or change the direction or flow of drainage in the easements. All such easements at all times shall be accessible to Declarant until Declarant no longer has any interest in the Property and at all times shall be accessible to all persons installing, repairing, using or maintaining such utilities and drainage facilities.

2.3 Fence Maintenance. Adjacent Lot owners shall be mutually bound equally to maintain, repair and replace any common fence bordering their Lots. In the event that the adjacent owners are unable to agree to such maintenance, repair or replacement, the party who desires to proceed with the work shall notify the adjacent owner of his intention to do so. If, within fifteen (15) days after receipt of such notice, the adjacent owner has not made written objections to the proposed work, the work shall proceed and the reasonable costs thereof shall be shared equally between the parties. Upon such written objection by the adjacent owner, the parties shall petition the City of Antioch to appoint as an arbitrator a licensed general contractor, who shall arbitrate the dispute under the rules for commercial arbitration of the American Arbitration Association.

Fences shall be maintained at the same height, location and material composition as originally installed by Declarant.

2.4 No Subdivision of Lots. There shall be no subdivision, partition, or other division of any Lot nor shall any owner or any other person acquiring any interest in a Lot seek any partition or subdivision thereof, except that this prohibition shall not apply to the sale of an entire Lot in any partition action among tenants in common or joint tenants.

USE RESTRICTIONS

3.1 Residential Use. Except as otherwise provided in this Declaration, each Lot shall be used as a residence for a single family and for no other purpose. Except as provided in section 3.12, no owner shall use or permit the use of his Lot for any business, commercial, manufacturing, mercantile or any other nonresidential use or purpose.

3.2 Temporary Habitation. No structure or building other than a completed and proper residence, designed as such, shall be used or occupied as a dwelling place on any portion of the Property. No tent or other temporary habitation is to be used as a dwelling. No trailer, camper, boat or recreational vehicle is to be used as a place of habitation.

3.3 Parking. No automobile, boat, trailer, recreational vehicle, camper, commercial vehicle or truck shall be parked, stored or left for a continuous period in excess of seventy-two hours on any street or on any Lot, except wholly within the garage or behind a fully fenced area located upon the Lot. No repairs to or maintenance of any vehicle shall be made or performed on any street or driveway, except in the case of emergency.

3.4 Signs. No signs, billboards, or other advertising device shall be erected or placed upon any Lot or any portion of the Property, except that one "For Sale," or "For Lease," or "For Rent" sign may be displayed upon any single Lot or other parcel within the Property, provided that such sign shall be no larger than three square feet, nor six feet in height measured from the ground level on which it stands. This prohibition shall not apply to the Declarant or its agent, who may erect and display larger signs and conduct other onsite merchandising efforts, including but not limited to a model home complex and the necessary parking attached thereto in order to effectuate the successful sale of the Property.

3.5 Landscape Maintenance. Grass, hedges, shrubs, vines, and mass planting of any type on any portion of a Lot at regular intervals shall be mowed, trimmed and cut so as to appear neat and attractive. Trees, shrubs, vines, and plants which have died shall be promptly removed. Within one year after the initial purchase of a Lot from Declarant, each owner shall have completed the installation of landscaping, including lawn or ground cover, shrubs, bushes and trees, on all areas of the Lot which are exposed to public view from the street.

3.6 Rubbish and Refuse Disposal. No weeds, vegetation, rubbish, debris, garbage, waste materials or materials of any kind whatsoever shall be placed or permitted to accumulate upon any Lot which would render it unsanitary, unsightly, offensive, or detrimental to any property in the vicinity thereof or to the occupants of any property in such vicinity.

3.7 Nuisance. No noxious or offensive activity shall be carried on in or upon the Property nor shall anything be done thereon which may be or become an unreasonable annoyance, inconvenience or nuisance to the residents of the Property or unreasonably interferes with the quiet enjoyment of occupants of Lots. No owner shall permit anything to be done or kept on his Lot which would result in the cancellation of insurance on any other residence or which would be in violation of any law.

3.8 Oil and Mining Operations. No oil drilling, oil development operation, oil well, tank, tunnel, mineral excavation or shaft, derrick or other structure designed for use on boring for oil, minerals or natural gas shall be erected, maintained or permitted upon any Lot nor shall any septic tank or other individual water or sewage disposal system be permitted on any Lot.

3.9 Pets, Livestock, and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, and other conventional household pets may be kept, provided that: (i) they are not kept, bred, or maintained for any commercial purpose; (ii) their number is reasonable; and (iii) their type is such as not to cause annoyance, nuisance or hazard to the neighborhood.

3.10 Antennas, Etc. No antennas, satellite dishes, windmills or poles of any kind shall be allowed to be displayed to the public view other than a standard home television antenna. If cable television service is provided, exposed antennas must be removed and no further exposed television antennas will be allowed.

3.11 Laundry. No laundry or wash shall be dried or hung upon the exterior of any Lot or any place visible from any street.

3.12 Maintenance of views. In order to maintain views, no owner shall make any addition to the original house structure built by Declarant that will interfere with the view of the neighbors to the side or rear. No alteration shall be made to the fencing as installed by Declarant that would disturb the views of the neighbors to the side or rear. No arbors, outbuildings or other structures shall be erected or placed so as to disturb the views of the neighbors to the side or rear. All trees, shrubs or the

like shall be trimmed so as not to interfere with the view of the neighbors to the side or rear..

3.13 **Declarant's Rights.** Notwithstanding anything to the contrary contained in this Article or elsewhere in this Declaration, Declarant, its agents, employees and contractors shall not be restricted or prevented by this Declaration from doing, and Declarant, its agents, employees and contractors shall have the right to do, whatever they deem necessary, advisable or convenient for completion and improvement of the Property as a residential community and for the sale, rental or other disposition of Lots. The rights of Declarant, its agents, employees and contractors shall include, without limitation:

(a) The right to erect, construct, maintain, demolish or remove from any Lots owned by Declarant such structures as they deem necessary, advisable or convenient for the completion and improvement of the Property as a residential community and for the sale, rental or other disposition of Lots; and

(b) The right to conduct sales activities on any Lots, to use Lots and improvements, mobile homes and trailers owned or leased by Declarant as models, sales offices and contractor's offices and to construct and display promotional, informational and directional signs and other sales aides on or about any portion of the Property owned by Declarant.

#### ARTICLE 4

##### ARCHITECTURAL GUIDELINES

4.1 **Architectural Review.** No building, fence, wall or other structure on any Lot shall be erected, placed, altered, relocated or removed until construction plans and specifications, showing the nature, kind, shape, height, materials, colors and location of the structure, shall have been approved in writing as to conformity and harmony of size, colors, materials and external design with existing structures and with respect to topography and finished ground elevation, by an architectural control committee empowered to approve such plans (the "Committee"). Without limiting the generality of the foregoing, no improvement on any Lot may be painted without first obtaining written approval of the color or colors of paint and the color scheme to be used, and the Committee may require that the color or colors of paint and the color scheme substantially conform to the original colors and color scheme of the improvement. No fence height may be changed from the height originally installed by Declarant without the approval of the Committee. The committee shall grant requests for changes in construction only if the proposed change or deviation will materially benefit and enhance

the entire project in a manner generally consistent with the plan and development thereof.

The restrictions herein contained shall have no application to the development, improvement, maintenance and repair of the Property by Declarant and the Committee shall have no power or authority to review or require modifications in plans and specifications for construction or installation of improvements by Declarant.

Committee Membership. The initial membership of the Committee shall be composed of Diane Hughes, Ralph Walker, and Peter Polce. The initial address of the Committee is c/o Centex Homes Corporation, 597 Center Avenue, Suite 200, Martinez, California 94553. The Committee may effect a change of address by recording a notice of address change in the official records of Solano County, California.

4.3 Resignation and Appointment of Members. Any member may resign from the Committee at any time by giving written notice to the Committee. In the event of the death or resignation of any member of the Committee, the remaining members or member shall have full authority to approve or disapprove architectural plans, and such remaining member, or members, shall also be empowered to fill the remaining vacancy or vacancies. At any time that the Committee membership is entirely vacant, the City of Antioch may appoint Lot owners as members to constitute a new Committee. Not later than when title to at least eighty percent (80%) of the Lots shall have passed to grantees other than Declarant, the Committee shall nominate replacement members from among the owners of Lots and shall conduct an election at which new members shall be chosen. The three nominees receiving the most votes as a result of this balloting shall be designated as replacement members of the Committee, whereupon the power and authority of the members first mentioned above (or their successors) shall cease.

4.4 Qualifications for Membership. The members of the Committee shall be composed of owners of Lots in the Property, provided, however, any designated representative of a corporation, partnership or trust owning one or more Lots shall be qualified to be appointed and to serve on the Committee.

4.5 Approvals. In the event the Committee fails to act with respect to any application within thirty (30) days after the plans and specifications and site plan therefore have been submitted to it, approval will not be required and these provisions will be deemed to have been fully complied with. Following any approval, whether by action of the Committee or failure

of the Committee to act, the applicant shall proceed to make improvements to the lot as authorized, but only in accordance with the plans and specifications so approved and subject to any conditions that may have been imposed by such approval. None of the members of committee, nor any representative thereof, shall be entitled to any compensation for services performed pursuant to the provisions of this Declaration.

4.6 Reconstruction of Residences. In the event of damage or destruction to a residence by fire or other casualty, the owner shall within four (4) months diligently commence to reconstruct such residence and complete such reconstruction as soon as reasonably possible and substantially in accordance with the original plans and specifications thereof. In such case, the residence shall be restored so that the exterior appearance substantially resembles the appearance of the dwelling, both in form and in color, as existed before such damage or destruction, subject to changes in construction approved by the Committee under the procedure contained in this Article 4.

#### ARTICLE 5

##### MISCELLANEOUS

5.1 Mortgages Protection. The restrictions, covenants, conditions and agreements contained in this Declaration shall not prejudice or in any way invalidate the lien or encumbrance of any mortgage or deed of trust, provided, however, that in the event of the foreclosure, whether by judicial or nonjudicial proceedings, of any such mortgage or deed of trust, the purchaser at the sale held pursuant to any such proceedings shall hold the title so acquired subject to all the restrictions, covenants, conditions, easements and equitable servitudes contained in this Declaration.

5.2 Independence of Provisions. Invalidation of any one of these restrictions, covenants, conditions or equitable servitudes by a judgment or court order shall in no way affect any of the other provisions, which other provisions shall remain in full force and effect.

5.3 Enforcement. The failure of any owner to comply with the provisions of this Declaration shall entitle Declarant or any other owner to bring an action to enforce this Declaration, including the recovery of damages or injunctive relief or both, and any owner, or the City of Antioch (after giving due notice to any affected owner) shall have the right to enforce, by any legal proceeding, through the recovery of damages, injunctive relief or both, all covenants, conditions, restrictions, easements, and equitable servitudes imposed by or pursuant to the provisions of this

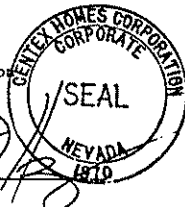


Declaration. Failure to enforce any provision of this Declaration shall not be a waiver of the right to do so thereafter. All remedies provided in this Declaration shall be cumulative and in addition to any other remedies available at law or in equity.

5.4 Amendments. This Declaration may be amended, waived, or terminated at any time by the owners of fifty-one percent (51%) or more of the total number of Lots within the subdivision; provided, however, that so long as Declarant owns two or more Lots, Declarant's written consent to any amendment, waiver or termination must be first obtained. Any instrument amending, waiving or terminating this Declaration shall only be effective if executed by the requisite number of owners and recorded in the official records of Solano County, California.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has executed this Declaration of Covenants, Conditions, and Restrictions for Eagles Ridge as of the date first set forth.

CENTEX HOMES CORPORATION  
Northern California Division



*[Signature]*  
Division Vice President

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_ CONTRA COSTA \_\_\_\_\_

On \_\_\_\_\_ July 15, 1987 \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ Diane I. Hughes \_\_\_\_\_

\_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as \_\_\_\_\_ Division Vice \_\_\_\_\_ President ~~XXXXXXXXXXXXXXXXXXXX~~ on behalf of \_\_\_\_\_ Centex Homes Corporation

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 *Vinclela Fritts*

(This area for official notarial seal)