

THE SHORES

164601

Small Business Division
County of Orange
4 Crow Canyon Court, Suite 200
Santa Ana, Ca. 94503

INDEX 80896

BOOK 060-797

This instrument filed for record by title insurance company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE SHORES

OFFICIAL RECORDS
SOLANO COUNTY CLERK

[Signature]
11/11/87

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
THE SHORES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE SHORES ("Declaration") is made this 1st day of December, 1987, by WARMINGTON AMERICAN ASSOCIATES, a California limited partnership ("Declarant").

ARTICLE I

INTENTION OF DECLARATION

1.1 FACTS: This Declaration is made with reference to the following facts:

1.1.1 Property Owned by Declarant: Declarant is the owner of all the real property and improvements thereon located in the City of Vallejo, County of Solano, State of California, described as follows:

Lots 1 through 76, inclusive, as shown on the subdivision map of Valls Ensenada Unit 1 filed for record on April 10, 1987, in Book 48 of Maps at Page 92, et. seq., in the Official Records of the County of Solano, State of California.

1.1.2 Nature of Project: Declarant intends to develop the Project as a residential subdivision; and therefore, Declarant desires to impose on the Project these mutually beneficial restrictions and easements, under a general plan of improvement and development for the benefit of all of the Owners and Lots within the Project.

1.2 APPLICABILITY OF RESTRICTIONS: Declarant hereby declares that the Project and all improvements thereon are subject to the provisions of this Declaration and shall constitute the Project. The Project shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions and restrictions stated in this Declaration. All such covenants, conditions and restrictions are declared to be in furtherance of the plan for the subdivision, improvement and sale of the Project. All of the limitations, easements, uses, obligations, covenants, conditions, and restrictions stated in this Declaration shall run with the Project and shall inure to the benefit of and be binding on all Owners

and all other parties having or acquiring any right, title or interest in any part of the Project.

ARTICLE II

DEFINITIONS

Unless the context clearly indicates a different meaning, the terms used in this Declaration, the Map, and any grant deed to a Lot shall have the meanings specified in this Article.

2.1 ADDITIONAL PROPERTY: The term "Additional Property" shall mean the Real Property described on Exhibit "A" attached.

2.2 CITY: The term "City" shall mean the City of Vallejo, County of Solano, State of California.

2.3 COUNTY: The term "County" shall mean the County of Solano, State of California.

2.4 DECLARANT: The term "Declarant" shall mean Harnington American Associates, a California limited partnership. The term "Declarant" shall also mean successor(s) in interest of Declarant, if (i) such successor(s) in interest acquires all or any portion of Declarant's interest in the Project for the purpose of development and/or sale, and (ii) a certificate signed by Declarant has been recorded in the County in which the successor(s) in interest assumes the rights and duties of Declarant to the portion of the Project so acquired. There may be more than one Declarant.

2.5 DECLARATION: The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions of The Shores and any amendments hereto.

2.6 DECLARATION OF ANNEXATION: The term "Declaration of Annexation" shall mean any instrument recorded in the County which annexes all or a portion of the Additional Property or any other property to the Project by imposing the provisions of this Declaration upon such property.

2.7 IMPROVEMENTS: The term "Improvements" shall mean buildings, facilities, streets, driveways, fences, walls and other structures constructed or to be constructed upon property subject to this Declaration which are not

owned and maintained by a public or quasi-public entity or agency or a utility company.

2.8 LOT: The term "Lot" shall mean Lots 1 through 76, inclusive, as shown on the subdivision map of Valle Ensenada Unit 1 and all improvements thereon. The term "Lot" shall also mean those portions of the Additional Property described as Lots in a Declaration of Annexation.

2.9 MAP: The term "Map of Valle Ensenada Unit 1" shall mean the subdivision map recorded on April 10, 1987, in Book 48 of Maps at Page 92, et. seq., in the Official Records of the County. The term "Map" shall include the Map of Valle Ensenada Unit 1 and subsequent to the recording of a Declaration of Annexation, any recorded subdivision map which subdivides all or a portion of the Additional Property subject to such Declaration of Annexation.

2.10 OWNER: The term "Owner" shall mean the holder of record fee title to a Lot, including Declarant as to each Lot owned by Declarant. If more than one person owns a single Lot, the term "Owner" shall mean all owners of that Lot. The term "Owner" shall also mean a contract purchaser (vendee) under an installment land contract but shall exclude any person having an interest in a Lot merely as security for performance of an obligation.

2.11 PROJECT: The term "Project" shall mean Lots 1 through 76, inclusive, as shown on the subdivision map of Valle Ensenada Unit 1 and all improvements thereon. The term "Project" shall also include any real property described in a Declaration of Annexation.

2.12 RESIDENCE: The term "Residence" shall mean a dwelling unit designed for human occupancy.

ARTICLE III

OWNERSHIP AND EASEMENTS

3.1 NON-SEVERABILITY: The ownership interests in the Lots are subject to the easements granted and reserved in this Declaration. Each of the easements reserved or granted herein shall be deemed to be established upon the recordation of this Declaration and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots superior to all other encumbrances applied against or in favor of any portion of the Project.

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3.2 OWNERSHIP OF LOTS: Title to each Lot in the Project shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such persons and/or entities shall constitute one Owner.

3.3 EASEMENTS: Individual grant deeds to Lots may, but shall not be required to, set forth the easements specified in this Article.

3.3.1 Easements On Map: The Lots are subject to the easements and rights of way shown on the Map.

3.3.2 Additional Easements: Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted by Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of the Project.

3.3.3 Annexation of Additional Property: Upon the recordation of a Declaration of Annexation, the Lots and the Owners of Lots in the annexed Phase shall have all of the easements specified in this Article and the Lots and the Owners of Lots in the Project prior to the annexation shall have all of the easements specified in this Article as though the annexed property were initially part of the Project.

ARTICLE IV

RESTRICTIONS

4.1 ALTERATIONS TO EXTERIORS OF RESIDENCES AND/OR LOTS: Except for construction by Declarant, no improvement shall be constructed on any Lot without obtaining prior architectural approval in accordance with the provisions of Article V. No alteration or addition may be made to the exterior of any Residence or to or upon any portion of any Lot without obtaining prior architectural approval in accordance with the provisions of Article V. For purposes of this Section, the phrase "alteration or addition" does not include repainting, refinishing, repairing or replacing any improvement with the same type and color of materials as was originally used by Declarant in the construction of the improvements.

4.2 LANDSCAPING: Each Owner is responsible for all landscaping located within his Lot. All landscaping in the Project shall be maintained and cared for in a manner

consistent with that of other first class residential subdivisions in the City. Landscaping within unenclosed portions of a Lot shall be installed within six (6) months following the issuance of a Certificate of Occupancy for the Residence or a Lot. All landscaping shall be maintained in a neat and orderly condition. Maintenance shall include pruning, mowing, weeding, cleaning of debris and trash, fertilizing and regular watering. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced. All lawn areas shall be neatly mowed and trees and shrubs shall be neatly trimmed. Any landscaping which is removed or altered must be immediately replaced with landscaping of like kind and quality.

4.3 CONFORMITY WITH CITY ORDINANCES: All construction and alterations (excluding landscaping) performed on Lots must comply with the applicable laws of the State of California and the ordinances of the City. If there are conflicts between the two, the most restrictive regulation shall apply.

4.4 USE AND OCCUPANCY OF LOTS AND RESIDENCES: Each Residence shall be used solely for residential purposes. No other use is allowed except as specifically permitted by local ordinance. No Residence shall be permanently occupied by any more than two (2) persons per bedroom. No Owner may permit or cause anything to be done or kept upon, in or about his Lot which might obstruct or interfere with the rights of other Owners or which would be noxious, harmful or unreasonably offensive to other Owners. Each Owner shall comply with all of the requirements of all governmental authorities, federal, state or local, and all laws, ordinances, rules and regulations applicable to his Lot and Residence.

4.5 ANIMALS: An Owner may keep two (2) dogs, cats or other customarily uncaged household pets within his Lot. Each Owner may also maintain a reasonable number of small caged animals, birds or fish.

4.6 PARKING: Vehicles shall not be parked anywhere in the Project except wholly within garages, upon driveways and upon public streets. No boat, trailer, camper, commercial vehicle, mobile home, other recreational vehicle or any inoperable vehicle shall be parked or stored on any public street or upon the driveway of any Lot. Recreational vehicles may be parked within sideyards of Lots if the sideyard has been enclosed so as to screen the vehicle from view from the street and neighboring Lots. Garage doors shall remain closed, except when the garage is in use. As long as applicable ordinances and laws are

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observed, the Board may cause the removal of any vehicle which is in violation of this Declaration.

4.7 SIGNS: All signs displayed in the Project shall be attractive and compatible with the design of the Project and shall comply with all applicable local ordinances. The only signs of any kind which may be displayed to the public view on or from any Lot in the Project shall be as follows:

4.7.1 One (1) sign of reasonable dimensions may be placed on a Lot advertising the Lot for sale or rent;

4.7.2 Signs may be displayed by Declarant on unsold Lots, as Declarant deems appropriate, advertising Lots owned by Declarant for sale or rent;

4.7.3 Appropriate signs may be displayed to identify the Project; and

4.7.4 Signs required by legal proceedings may be displayed.

4.8 STORAGE OF WASTE MATERIALS: All garbage, trash and accumulated waste material shall be placed in appropriate covered trash containers which may be placed or where visible from the street or a neighboring Lot only on the day of the week that pick-up is to occur.

4.9 ANTENNAS: Except for those erected or constructed by Declarant or installed by a licensed public or quasi-public utility or cable franchise, no outside television antenna, microwave or satellite dish, aerial or radio tower or any other such device shall be erected, constructed or placed on any Lot.

4.10 FENCES: Except as installed by Declarant or approved by the Architectural Committee, no fence, hedge or wall shall be erected or maintained on any Lot.

4.11 BASKETBALL STANDARDS: Unless approved by the Architectural Committee, no basketball standards or fixed sports apparatus shall be attached to any Residence or Garage.

4.12 RESTRICTION ON BUSINESS: No business of any kind shall be established, maintained, operated, permitted or constructed in any portion of the Project, except as may be permitted by local ordinance.

LITTLE & SAPUTO
ATTORNEYS AT LAW
40 QUINN COURT, SUITE 311
PALM BEACH, CALIFORNIA 94464
415 844-4380

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4.13 MINERAL EXPLORATION: No Lot shall be used to explore for or to remove any water, oil, hydrocarbons or minerals of any kind.

4.14 MACHINERY AND EQUIPMENT: No machinery or equipment of any kind shall be maintained or operated upon any Lot except as is customary and necessary in connection with approved construction.

4.15 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.

4.16 TEMPORARY STRUCTURES: No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

4.17 CAR REPAIRS: Except for emergency service, no vehicle repairs shall be performed on public streets or in driveways of Lots.

4.18 WINDOW COVERINGS: All awnings, window shades and other window coverings shall appear on the exterior of the Residence to be white, off-white or a neutral color.

ARTICLE V
ARCHITECTURAL CONTROL

5.1 ARCHITECTURAL COMMITTEE: All architectural review shall be performed by an Architectural Committee of three (3) persons. The initial members of the Architectural Committee shall be John Costello, Tom Sanborn, and Robin Hunt, whose addresses are 4 Crow Canyon Court, San Ramon, CA 94583. If a member of the Committee resigns, the vacancy shall be filled by the remaining members. Upon the sale of the last Lot in the Project to be sold by Declarant, all of the initial members of the Architectural Committee who have not yet resigned will automatically be deemed to have resigned. If all members of the Architectural Committee resign simultaneously, then the new members shall be elected by the Owners. There shall be only one (1) vote cast for each Lot in the Project. The Architectural Committee is not intended to be an "association" as that term is defined in Section 1351(a) of the California Civil Code and the Committee shall have no power to levy assessments as described in Section 1366(a) of the California Civil Code.

LITTLE & SAPUTO
ATTORNEYS AT LAW
17 JUDICIAL COURT, SUITE 311
WALNUT CREEK, CALIFORNIA 94596
415 946-6262

12/02/87

The Architectural Committee shall act in accordance with the provisions of this Article.

5.2 APPLICABILITY: Any Owner, except Declarant, who wishes to construct any Improvement on his Lot or to make any alteration or addition which will affect the exterior of his Residence or Lot (excluding landscaping) is required to obtain the approval of the Architectural Committee pursuant to this Article prior to making any such alteration or addition. For purposes of this Section, the phrase "alteration or addition" does not include repainting, refinishing, repairing or replacing any Improvement with the same type and color of materials as was originally used by Declarant in the construction of the Improvements. Any Owner who makes an alteration or addition for which approval is required without the prior approval of the Architectural Committee shall be deemed to be in violation of this Declaration, and the Architectural Committee, upon its own motion, shall proceed as though the Owner gave the notice of completion as specified in Section 5.9. Nothing in this Article shall be deemed to relieve any Owner from obtaining all consents and permits and otherwise complying with all applicable State and County laws and ordinances.

5.3 DUTIES: The Architectural Committee shall consider and act upon proposals and/or plans submitted pursuant to this Article. The Architectural Committee, from time to time and in its sole discretion, may adopt architectural rules, regulations and guidelines ("Architectural Standards"). The Architectural Standards shall interpret and implement the provisions of this Declaration by setting forth the standards and procedures for architectural review and guidelines for architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features which may be used in the Project; provided, however, that the Architectural Standards shall not be in derogation of the minimum standards established by this Declaration. The Architectural Committee's jurisdiction shall extend only to matters of visual appearance and aesthetics.

5.4 APPLICATION FOR APPROVAL OF IMPROVEMENTS: Any Owner, except Declarant and its designated agents, who wants to perform any alteration or addition for which approval is required shall notify the Architectural Committee in writing of the nature of the proposed work and shall furnish such information as may be required by the Architectural Standards or reasonably requested by the Architectural Committee.

5.5 BASIS FOR APPROVAL OF IMPROVEMENTS: The Architectural Committee may approve the proposal only if the Architectural Committee finds that the plans and specifications conform to this Declaration and to the Architectural Standards in effect at the time the proposal was submitted.

5.6 FORM OF APPROVALS AND DENIALS: All approvals and denials shall be in writing. Any denial of a proposal must state the reasons for the decision to be valid. Any proposal which has not been rejected in writing within forty-five (45) days from the date of submission shall be deemed approved.

5.7 PROCEEDING WITH WORK: Upon approval of the Architectural Committee, the Owner shall diligently proceed with the commencement and completion of all work so approved. Work must be commenced within six (6) months from the date of the approval. If the Owner fails to comply with the provisions of this Section, the approval given shall be deemed revoked unless the Architectural Committee extends the time for commencement. Any request for an extension shall be in writing. No extension shall be granted unless the Architectural Committee finds that there has been no change in the circumstances under which the original approval was granted.

5.8 FAILURE TO COMPLETE WORK: Completion of the work approved must occur in the twelve (12) month period following the approval of the work unless the Architectural Committee determines that completion is impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or his agents. If the Owner fails to complete the work within the one (1) year period, the Architectural Committee shall proceed in accordance with the provisions of Section 5.9, below.

5.9 DETERMINATION OF COMPLIANCE: Any work performed, whether or not the Owner obtained proper approvals, shall be inspected and a determination of compliance shall be made as follows:

5.9.1 Upon the completion of any work performed by an Owner for which approval was required, the Owner shall give written notice of completion to the Architectural Committee. If the Owner fails to give the notice of completion of work performed for which approval was required, the Architectural Committee may proceed upon its own motion.

5.9.2 Within sixty (60) days thereafter, the Architectural Committee shall inspect the work performed and determine whether the improvement visually appears to be substantially the same as the improvement depicted on the approved plans. If the Architectural Committee does not so find, or if the Architectural Committee finds that the approval required was not obtained, the Architectural Committee shall notify the Owner in writing of the non-compliance. ✓

5.10 FAILURE TO REMEDY THE NON-COMPLIANCE: If the Owner fails to remedy the non-compliance in accordance with the provisions of the notice of non-compliance, then after the expiration of thirty (30) days from the date of such notification, the Architectural Committee shall have the right to proceed in accordance with Section 7.2.

5.11 WAIVER: Approval of any plans, drawings or specifications for any work proposed, or for any other matter requiring approval shall not be deemed to constitute a waiver of any right to deny approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

5.12 ESTOPPEL CERTIFICATE: Within thirty (30) days after written demand is delivered to the Architectural Committee by any Owner, and upon payment of recording fees, the Architectural Committee shall record an estoppel certificate, executed by any two (2) members of the Architectural Committee, certifying that as of the date thereof, either: (a) the work completed was performed in compliance with the provisions of this Declaration or (b) the work completed was not performed in compliance with the provisions of this Declaration. In the latter situation, the certificate shall also identify the particulars of the non-compliance. Any successor in interest of the Owner shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between the Architectural Committee, Declarant and all Owners and such persons deriving any interest through any of them. ✓!

5.13 LIABILITY: If members of the Architectural Committee have acted in good faith on the basis of such information possessed by them, the Architectural Committee shall not be liable to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved ✓

plans, drawings, and specifications; (c) the development of any property within the Project; or (d) the execution and filing of any estoppel certificate, whether or not the facts therein are correct.

5.14 NON-APPLICABILITY TO DECLARANT: Declarant shall be except from the requirements of obtaining architectural approval from the Architectural Committee with respect to Lots owned by Declarant; however, Declarant shall comply with all other provisions of this Declaration.

ARTICLE VI

DEVELOPMENT RIGHTS

6.1 LIMITATIONS OF RESTRICTIONS: Declarant is developing Lots and other improvements within the Project. The completion of the development work and the marketing and sale, rental and other disposition of the Lots is essential to the establishment and welfare of the Project as a residential community. In order that the work may be completed and the Project be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be interpreted to deny Declarant the rights set forth in this Declaration.

6.2 RIGHTS OF ACCESS AND COMPLETION OF CONSTRUCTION: Until the Fifth (5th) anniversary of the date of recordation of this Declaration, Declarant, its contractors and subcontractors shall have the right to:

6.2.1 Obtain reasonable access over and across the Project and/or do within any Lot owned by it whatever is reasonably necessary or advisable in connection with the completion of the Project; and

6.2.2 Erect, construct and maintain on any portion of the Project such structures as may be reasonably necessary for the conduct of its business to complete the work, establish the Project as a residential community and dispose of the Project in parcels by sale, lease or otherwise.

6.3 MARKETING RIGHTS: Declarant shall have the right to: (i) maintain model homes, sales offices, storage areas and related facilities in any unsold Lots within the Project as are necessary or reasonable, in the opinion of Declarant, for the sale or disposition of the Lots and/or Residences; and/or (ii) conduct its business of disposing of Lots by sale, lease or otherwise.

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6.4 AMENDMENT: The provisions of this Article may not be amended without the consent of Declarant until five (5) years after the date of recordation of this Declaration or until Declarant no longer owns any Lot in the Project, whichever first occurs.

ARTICLE VII

AMENDMENT AND ENFORCEMENT

7.1 AMENDMENTS: Prior to the conveyance of the first Lot, this Declaration may be amended by Declarant alone. After the conveyance of the first Lot, this Declaration may be amended upon the vote or written consent of fifty-one percent (51%) of the Owners based on one (1) vote for each Lot; provided however, that while Declarant still owns a Lot in the Project, no amendment shall be valid without the consent of Declarant. Any amendment shall be effective upon the recordation in the Official Records of the County of an instrument executed by any two (2) Owners which (i) sets forth the terms of the amendment and (ii) states that at least fifty-one (51%) of the Owners approved the amendment and if Declarant still owns a Lot in the Project, states that Declarant approved the amendment.

7.2 ENFORCEMENT AND NON-WAIVER:

7.2.1 Right of Enforcement: The Architectural Committee and/or any Owner shall have the power to enforce the provisions of this Declaration in any manner provided by law or in equity and in any manner provided in this Declaration. The provisions of this Declaration shall be equitable servitudes, enforceable by any Owner and/or the Architectural Committee against any other Owner, tenant or occupant of the Project. Except as otherwise provided, Declarant, the Architectural Committee or any Owner(s) shall have the right to enforce, in any manner permitted by law or in equity, any and all of the provisions of this Declaration, including any decision made by the Architectural Committee upon the Owners, the Architectural Committee or upon any property in the Project.

7.2.2 Violation of Law: Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Project is hereby declared to be a violation of this Declaration and is subject to any or all of the enforcement procedures herein set forth.

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7.2.3 Remedies Cumulative: Each remedy provided by this Declaration is cumulative and not exclusive.

7.2.4 Nonwaiver: The failure to enforce the provisions of any covenant, condition or restriction contained in this Declaration shall not constitute a waiver of any right to enforce any such provisions or any other provisions of this Declaration.

ARTICLE VIII

ANNEXATION

8.1 RESTRICTION ON ANNEXATION: Property may be added to the Project by annexation only in accordance with the provisions of this Article.

8.2 PROPERTY WHICH MAY BE ANNEXED; APPROVAL OF MEMBERS: All or any portion of the Additional Property may be added to the Project at any time without the approval of any other Owner. Property other than the Additional Property may be annexed to the Project only with the vote or written consent of fifty-one percent (51%) of the Owners.

8.3 PROCEDURE FOR ANNEXATION: A final subdivision map(s) or final parcel map(s), and a Declaration of Annexation for the property to be annexed must be recorded. The Declaration of Annexation shall describe the portion of the Additional Property to be annexed and specify that all of the covenants, conditions and restrictions of this Declaration shall apply to the annexed Additional Property in the same manner as if it were originally covered by this Declaration. The Declaration of Annexation may also impose any additional covenants, conditions and restrictions on the Additional Property that are necessary to include the property in the Project and to reflect differences in nature, if any, of the improvements to be constructed on the Additional Property. No Declaration of Annexation shall alter or change the general common plan or scheme created by this Declaration nor shall it affect the provisions hereof as covenants running with the land or as equitable servitudes.

8.4 EFFECT OF ANNEXATION: After complying with the procedures for annexation and upon the conveyance of the first Lot in the annexed Phase to an Owner, Owners of Lots in the annexed Phase shall be subject to this Declaration.

8.5 DEANNEXATION: Declarant has the right, at its sole option, to remove from the Project any property described in a recorded Declaration of Annexation by recording a rescission of the Declaration of Annexation at any time if Declarant owns all of the property described in the Declaration of Annexation.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 TERM OF DECLARATION: This Declaration shall continue for a term of thirty-five (35) years from its date of recordation. Thereafter, this Declaration shall be automatically extended for successive periods of five (5) years until a vote of fifty-one percent of the Owners (based on one (1) vote for each Lot) determines that this Declaration shall terminate.

9.2 CONSTRUCTION OF PROVISIONS: The provisions of this Declaration shall be liberally construed to effect its purpose of creating a uniform plan for the development and operation of a planned residential development.

9.3 BINDING: This Declaration shall be for the benefit of and be binding upon all Owners, their respective heirs, legatees, devisees, executors, administrators, guardians, conservators, successors, purchasers, tenants, encumbrancers, donees, grantees, mortgagees, lienors and assigns.

9.4 SEVERABILITY OF PROVISIONS: The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

9.5 GENDER, NUMBER AND CAPTIONS: As used herein, the singular shall include the plural and masculine pronouns shall include feminine pronouns, where appropriate. The title and captions of each paragraph hereof are not a part thereof and shall not affect the construction or interpretation of any part hereof.

9.6 MORTGAGE PROTECTION: A breach of any of the conditions contained in this Declaration shall not defeat or render invalid the lien of any First Mortgage made in good faith and for value as to any Lot in the Project, provided however that the conditions contained in this Declaration shall be binding upon and effective against any Owner of a

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Lot if the Lot is acquired by foreclosure, trustee's sale or otherwise.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date first above written.

DECLARANT: WARRINGTON AMERICAN ASSOCIATES, a California limited partnership

By: Warrington Homes, a California corporation

By: *[Signature]*
Its Duly Authorized Agent
David M. Ryan, President
Northern California Division

STATE OF CALIFORNIA
COUNTY OF Contra Costa

On December 3, 1987 before me, the undersigned, a Notary Public in and for said State, personally appeared David M. Ryan

personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as

[Signature] President and *[Signature]* Secretary, on behalf of Warrington American Associates, a California limited partnership, by Warrington Homes, a California Corporation, its General Partner

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: *[Signature]*
Robin L. Lence



(This area for official notarial seal)

3002 (04/87) - (Copies) First American Title Insurance Company

MINUTES

A. -- LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

Valle Encenada Unit 2A, being a subdivision of portion of Lot 36, as shown on that certain subdivision map, recorded in Book 47 of subdivision maps at pages 36 thru 49, Solano County Records, Vallejo, Solano County, California.

Valle Encenada Unit 2B being a subdivision of a portion of Lot 36, and a portion of Lot 38, as shown on that certain subdivision map, recorded in Book 47 of subdivision maps at pages 36 thr 49, Solano County Records, Vallejo, Solano County, California.

THE FIRST ALPHABETICAL OF
TICOR TITLE INSURANCE COMPANY

PG 52253

8:30 A.M.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO: BOOK MAY -9 1988

RECEIVED

MAY 3 - 1988

Warmington Homes

25395

OFFICIAL RECORDS
SOLANO COUNTY CALIF.

Rose J. Gove
FD. Recorder

DECLARATION OF ANNEXATION
AND
SUPPLEMENTAL RESTRICTIONS
FOR
THE SHORES
PHASE II

WARMINGTON AMERICAN ASSOCIATES, a California limited partnership, ("Declarant"), hereby makes this Declaration of Annexation and Supplemental Restrictions for The Shores - Phase II (the "Declaration of Annexation") on the terms and conditions herein stated.

RECITALS:

Declarant makes this Declaration of Annexation based on the following facts and intentions:

A. Declarant is the owner of all that certain real property (the "Annexation Property"), described as follows:

PARCEL ONE:

Lots 1 through 9, inclusive, as shown on the subdivision map entitled "Final Map of Valle Ensenada Unit 2A" recorded in the Official Records of the County of Solano, State of California, in Book 49 of Maps at Page 54 et seq. on July 10, 1987, (the "Map").

PARCEL TWO:

Lots 1 through 73, inclusive, as shown on the subdivision map entitled "Final Map of Valle Ensenada Unit 2B" recorded in the Official Records of the County of Solano, State of California, in Book 49 of Maps at Page 56 et seq. on July 10, 1987, (the "Map").

B. Pursuant to the provisions of the Declaration of Covenants, Conditions and Restrictions (the "Declaration") of The Shores (the "Project") recorded in the Official Records of the County of Solano, State of California, on December 7, 1987, in Book 80896 at Page 164601, Declarant desires to annex the Annexation Property to the Project.

LITTLE & SAMPUTO
ATTORNEYS AT LAW
20 QUAIL COURT, SUITE 111
WALNUT CREEK, CALIFORNIA 94694
(916) 944-8888

-1-

05/02/88

Therefore, Declarant hereby declares the following:

1. ANNEXATION OF ANNEXATION PROPERTY:

1.1 This Declaration of Annexation is made in compliance with Article VIII of the Declaration.

1.2 The Map affecting the Annexation Property has been approved by the City of Vallejo and duly recorded in the County of Solano.

1.3 Upon the recordation of this Declaration of Annexation in the Official Records of the County of Solano, the annexation of the Annexation Property to the Project shall be deemed accomplished and all of the incidents of annexation, as set forth in the Declaration, shall be in full force and effect.

2. APPLICATION OF RESTRICTIONS: The terms and provisions of the covenants, conditions and restrictions of the Declaration shall apply to the Annexation Property as if the Annexation Property were originally covered by the Declaration as a part of the Project.

3. LIMITATIONS ON APPLICATION: None of the provisions contained herein shall be construed in any event as diminishing any of the covenants, conditions or restrictions established by the Declaration, nor shall any provision be construed to discriminate between any Owner(s) in the Annexation Property and any other Owner(s) within the Project. No amendment, addition, change or deletion in this Declaration of Annexation shall be deemed to alter or change the general common plan and scheme created by the Declaration nor shall the same affect the provisions of the Declaration as covenants running with the land or as equitable servitudes, all of which shall be uniformly applicable to all portions of the Project including the Annexation Property.

4. DEANNEXATION: Declarant has the right, at its sole option, to remove from the Project all or any portion of the Annexation Property by executing and recording a rescission of this Declaration of Annexation as long as no Lot in the Annexation Property has been conveyed to an Owner.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration of Annexation on this 4th day of May 1988.

DECLARANT:

WARMINGTON AMERICAN ASSOCIATES, a California limited partnership
BY: WARMINGTON HOMES, a California corporation,
Its General Partner

BY: [Signature]
TITLE: David M. Ryd, President
Northern California Division

CAT. NO. MN00836
TO 1984 CA (7-82)

(Corporation as a Partner of a Partnership)

STATE OF CALIFORNIA } ss.
COUNTY OF Contra Costa }

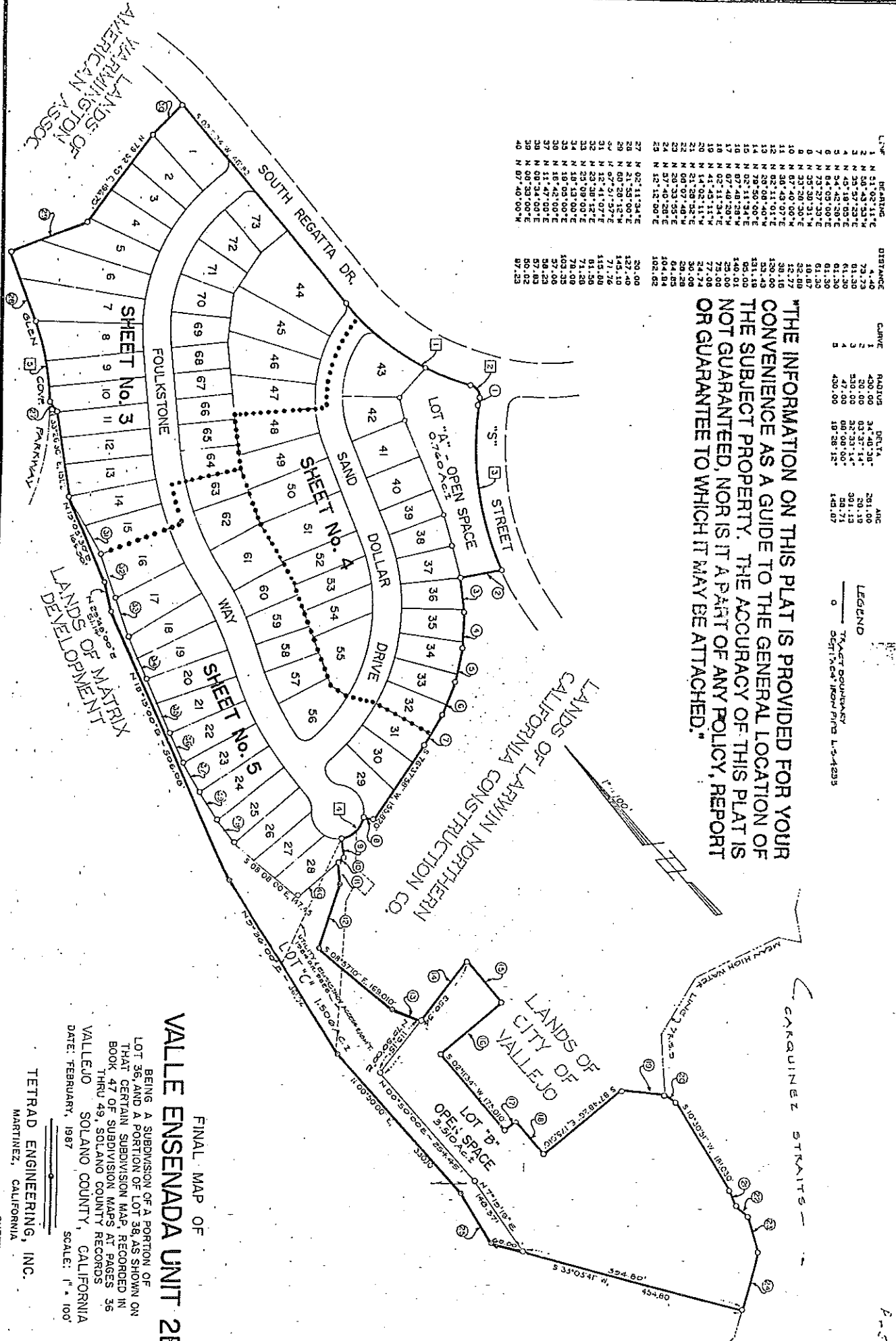
On May 4, 1988 before me, the undersigned, a Notary Public in and for said State, personally appeared David M. Ryan personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President, 1988 personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Secretary of Warmington Homes

the corporation that executed the within instrument on behalf of Warmington American Associates, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.
WITNESS my hand and official seal.

Signature Robin L. Lance



(This area for official notarial use)



LINE	BEARING	DISTANCE
1	N 51°02'13"E	4.40
2	N 20°42'31"W	7.73
3	N 40°18'03"E	61.30
4	N 54°42'20"E	61.30
5	N 04°09'00"E	61.30
6	N 73°57'39"E	61.30
7	N 35°50'31"W	38.87
8	N 07°49'00"E	12.77
9	N 07°49'00"E	38.16
10	N 26°43'07"E	38.16
11	N 02°11'01"E	130.00
12	N 20°00'40"W	63.43
13	N 20°00'40"W	63.43
14	N 02°50'50"E	331.18
15	N 02°50'50"E	140.01
16	N 07°48'28"W	25.00
17	N 07°48'28"W	25.00
18	N 02°11'34"E	75.00
19	N 41°43'11"W	24.74
20	N 21°52'13"E	24.74
21	N 02°11'34"E	20.28
22	N 00°07'48"W	64.85
23	N 28°33'55"E	64.85
24	N 37°40'28"E	104.84
25	N 37°40'28"E	102.62
26	N 02°11'34"E	30.00
27	N 21°52'00"E	127.40
28	N 60°20'13"W	145.10
29	N 07°51'57"E	71.76
30	N 12°41'07"E	115.88
31	N 23°28'15"E	81.58
32	N 23°28'15"E	74.28
33	N 18°13'00"E	103.35
34	N 18°03'00"E	57.06
35	N 18°42'00"E	58.23
36	N 11°47'00"E	57.83
37	N 08°34'00"E	59.02
38	N 08°34'00"E	59.02
39	N 07°40'00"W	87.23
40	N 07°40'00"W	87.23

CURVE	RADIUS	DELTA	ARC
1	430.00	34°40'38"	251.00
2	20.00	03°37'14"	20.18
3	500.00	26°23'14"	90.13
4	420.00	18°28'32"	148.07

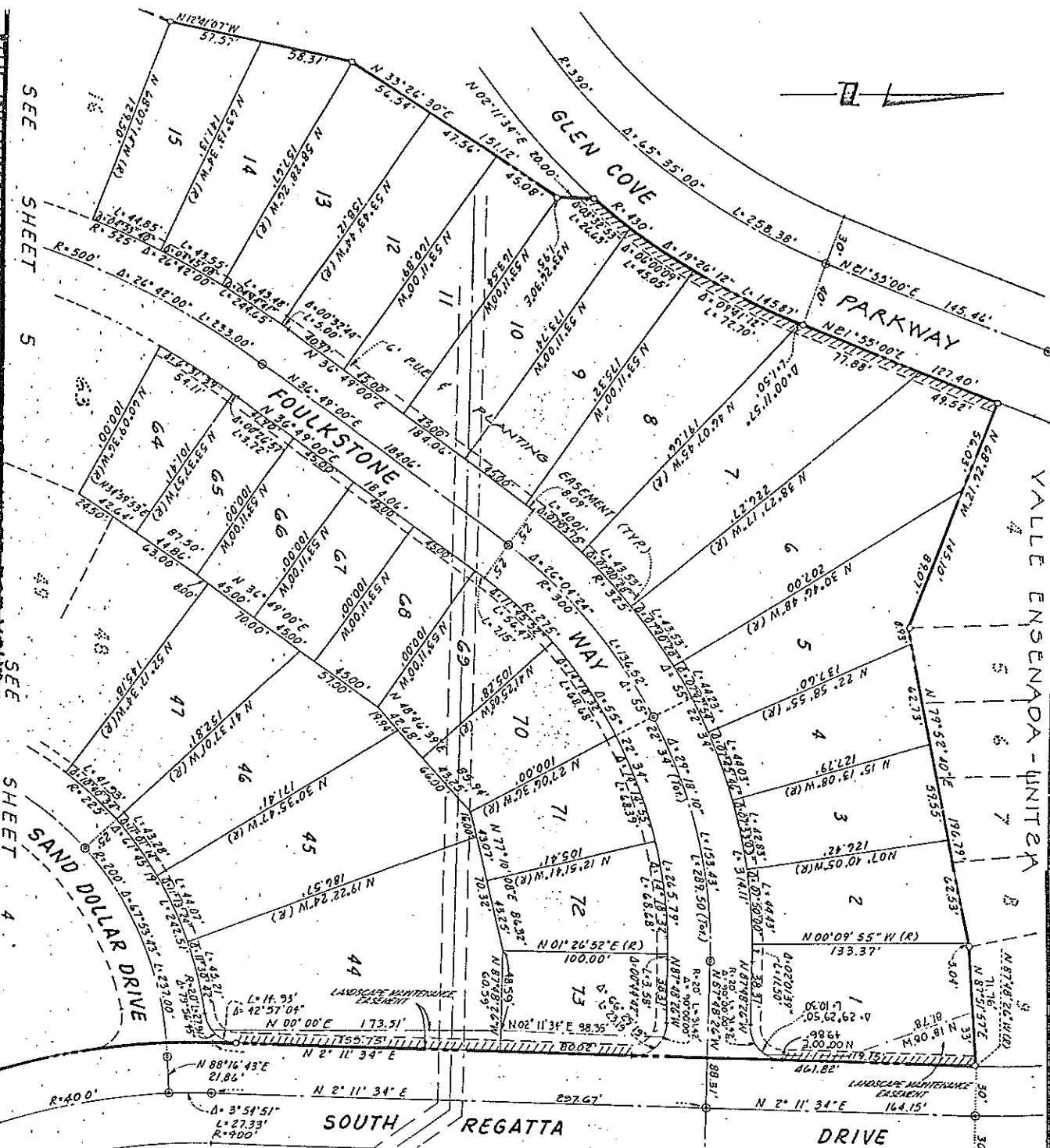
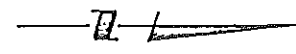
LEGEND
 0 TRACT BOUNDARY
 0 5/8" INCH REPRESENTS 1" = 4229'

"THE INFORMATION ON THIS PLAT IS PROVIDED FOR YOUR CONVENIENCE AS A GUIDE TO THE GENERAL LOCATION OF THE SUBJECT PROPERTY. THE ACCURACY OF THIS PLAT IS NOT GUARANTEED, NOR IS IT A PART OF ANY POLICY, REPORT OR GUARANTEE TO WHICH IT MAY BE ATTACHED."

FINAL MAP OF
VALLE ENSENADA UNIT 2B
 BEING A SUBDIVISION OF A PORTION OF
 LOT 36, AND A PORTION OF LOT 38, AS SHOWN ON
 THAT CERTAIN SUBDIVISION MAP, RECORDED IN
 BOOK 47 OF SUBDIVISION MAPS AT PAGES 36
 THRU 49, SOLANO COUNTY RECORDS
 VALLEJO SOLANO COUNTY, CALIFORNIA
 DATE: FEBRUARY, 1987
 SCALE: 1" = 100'
TETRAD ENGINEERING, INC.
 MARTINEZ, CALIFORNIA

49 SD 57

SHEET 2 OF 5 SHEETS



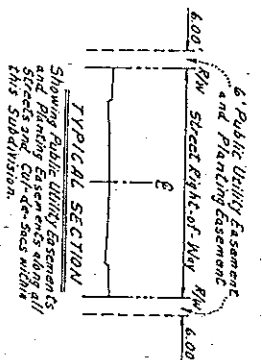
P-58

- LEGEND**
- ADJUTERS RIGHT OF ACCESS RELINQUISHED
 - TRACT BOUNDARY
 - FOUND STANDARD STREET MONUMENT
 - SET STAKED BURNING POINT MONUMENT
 - SET STAKED CORNER MONUMENT
 - PUBLIC UTILITY EASEMENT

NOTES OF REVISIONS

1. DISTANCES SHOWN FOR THIS SUBDIVISION ARE BASED ON U.S.C. & G.S. DISTANCE MEASUREMENT SYSTEM. DISTANCES SHOWN ARE GRID DISTANCES. TO OBTAIN GROUND DISTANCES MULTIPLY DISTANCES SHOWN BY 0.9999992.

6.15' WIDE P&E ESMT.
242 DEEDS 430
(TO BE ABANDONED)



FINAL MAP OF VALLE ENSENADA UNIT 2B

BEING A SUBDIVISION OF A PORTION OF LOT 36, AND A PORTION OF LOT 38, AS SHOWN ON THAT CERTAIN SUBDIVISION MAP RECORDED IN BOOK 47 OF SUBDIVISION MAPS AT PAGES 36 THRU 49, SOLANO COUNTY RECORDS. VALLEJO SOLANO COUNTY, CALIFORNIA DATE: FEBRUARY, 1987 SCALE: 1" = 40'

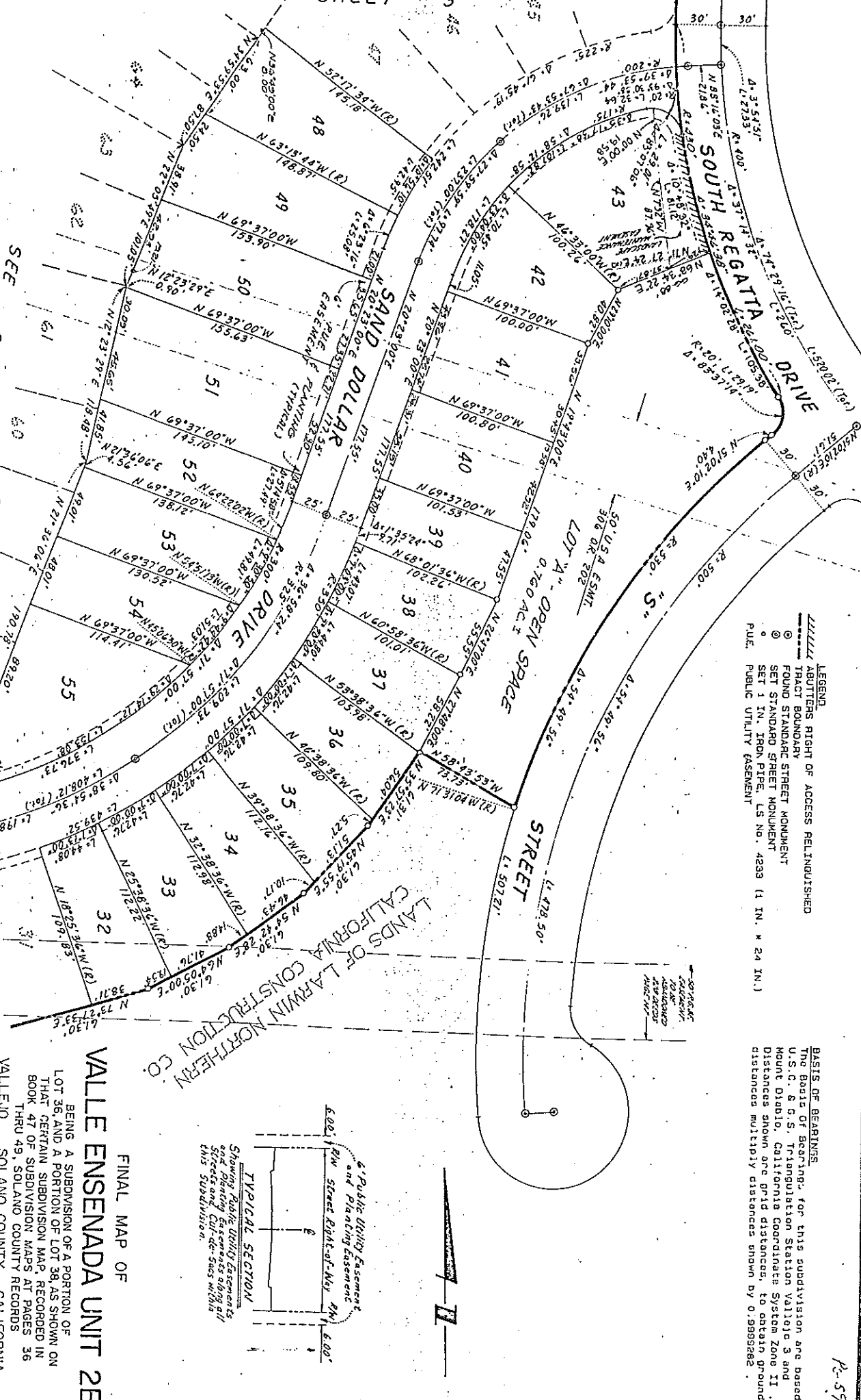
TETRAD ENGINEERING, INC.
MARTINEZ, CALIFORNIA

SEE SHEET 5
SEE SHEET 4
SEE SHEET 1
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49 SD 58

THE INFORMATION ON THIS PLAT IS PROVIDED FOR YOUR CONVENIENCE AS A GUIDE TO THE GENERAL LOCATION OF THE SUBJECT PROPERTY. THE ACCURACY OF THIS PLAT IS NOT GUARANTEED, NOR IS IT A PART OF ANY POLICY REPORT OR GUARANTEE TO WHICH IT MAY BE ATTACHED.

49 SN 59



FINAL MAP OF
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 MARTINEZ, CALIFORNIA
 SHEET 4 OF 5 SHEETS

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