

The GCCA has made the following development CC&R's available to residents of Glen Cove. Please note that the following CC&R's are intended for informational purposes. They were transcribed to the best of our ability, and no errors or omissions shall affect the validity of the original legal document.

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

FOR

SHADOW RIDGE UNIT NO. 1 (WESTPOINTE)

This Declaration is made and dated this 29th day of March 1985, by Citation Homes, a General Partnership, hereinafter referred to as "Owner". Said Citation Homes, a General Partnership, is the Owner of that certain real property situated in the City of Vallejo, County of Solano, State of California, and is more particularly described as follows:

LOTS 1 thru 79, inclusive, as said Lots are shown on that certain Map entitled: "Shadow Ridge Unit No. 1", which Map was filed in the Office of the Recorder of the County of Solano, State of California, on March 19, 1985, in Book 45 of Maps, at Page 1, Solano County Records.

The Owner hereby establishes the general plan for the protection of said real property and fixes the protective conditions and restrictions subject to which all lots described above shall be held, leased, or sold and/or conveyed by it as such Owner, and shall inure and pass with said real property for the benefit of said successors in interest of the present Owners and are imposed upon said realty as a running covenant and as an equitable servitude in favor of each and every lot as the dominant tenement or tenements as follows to wit:

1. LAND USE AND BUILDING TYPE

All lots in said tract of land shall be known and described as single family residential lots. No structures or structure shall be erected, placed or permitted on any lot or portion thereof other than one attached single family dwelling, not to exceed two stories in height with private garage for not more than three cars. The word "Lot" herein used, refers to one or more of the numbered lots, delineated on the tract within the above described real property is located.

2. EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which the public authority or utility company is responsible.

3. DRAINAGE

No concentration of drainage shall be permitted which directs drainage to the rear of any lot, except as expressly approved by the City of Vallejo Engineer; provided however, that this shall be construed not to prohibit the construction of drainage systems by Declarant.

4. SLOPE CONTROL EASEMENT

Slope control areas are reserved in accordance with the grading established and being established within the subdivision in accordance with the approved grading plans. Within these slope control areas, no structure, planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

5. MAINTENANCE OF DISTRICT AREAS

There is a Landscaping Maintenance District which maintains the landscaping and certain slopes and areas in the subdivision. Should said District be declared invalid by a court of competent jurisdiction, or if such a court holds the assessment of the District unenforceable or uncollectible, then each fee holder of record shall become obligated to pay fees to the City of Vallejo for the continued maintenance of the landscaping and other amenities which would have been performed by the District. Said fees shall be established by the Vallejo City Council at public hearings and may be collected under billings provided for by the City. The City of Vallejo shall have the right to enforce this provision for the protection of and benefit of each property owner in the subdivision and for the benefit of the City of Vallejo in general.

6. LANDSCAPE MAINTENANCE EASEMENT

The Landscape Maintenance Easement Area contains irrigation, planting, fencing, and other material which shall not be disturbed. Within this easement, no structure, planting, or other material shall be placed or added by the homeowner, and all Access Easement Areas located upon individual lots must remain clear of obstacles such as fencing and plantings so as to allow for the passage of equipment to the Landscape Maintenance Easement.

7. 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.

8. 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 said subdivision shall be parked overnight on any street within said subdivision.

9. BOAT AND TRAILER STORAGE

No trailer, camper or house trailer shall be parked, left or stored upon any lot for more than 24 hours unless the same is parked, left or stored in a garage or other enclosure sufficient to screen such trailer or camper from view from all

public streets. No boat of kind shall be parked, left or stored in a garage or other enclosure for more than 36 hours unless the same is parked, left or stored in a garage or other enclosure or is otherwise so parked, left or stored so that the same will not be open to view from public streets.

10. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, provided that a temporary office, trailer office, tool shed, lumber shed and/or sales office may be maintained on any lot or lots by any building contractor for the purpose of erecting and selling dwellings and any lot or lots but such temporary structure shall be removed at completion of construction. No trailer or boats of any type or size shall be kept or stored nearer than 15 feet from any street property line for a period of time exceeding forty-eight (48) hours, unless within a garage.

11. ARCHITECTURAL APPROVAL

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony or external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved. No building, fence, wall or other permanent structure shall be erected, altered or placed on any corner lot of any street unless building plans, specifications and plat plan showing the location of the structure on the lot have been submitted to and approved in writing as to conformity and harmony or external design and as not interfering with the reasonable enjoyment of any lot by the Architectural Control Committee. Approval shall be as provided in Paragraph 23 hereof.

12. BUILDING RESTRICTION

No dwelling shall be permitted on any lot at a cost of less than \$35,000.00 based upon cost levels prevailing on the date these covenants are recorded. It being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. With respect to dwelling, the total floor area of the main structure, exclusive of one-story porches and garages, shall not be less than 1200 square feet for a one story dwelling, nor less than 1500 square feet for a dwelling of more than one story.

13. SIGNS

No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a building contractor to advertise the property during the construction and sales period.

14. OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil well tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot.

No derrick or other structure designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

15. ANTENNAS

Except for those erected or constructed with the approval of the Architectural Committee, no outside television antenna, satellite dish, aerial or radio tower shall be erected, constructed or placed on any lot.

16. MAINTENANCE OF RESIDENCE

Each owner shall keep the interior and exterior of his residence, including all fixtures, appliances, appurtenances and fireplaces, if any, and shall otherwise maintain improvements to his lot in good repair and condition.

17. LANDSCAPING

Each owner is responsible for all landscaping located within his lot. All landscaping shall be maintained in a neat and orderly condition. Any diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced. Weeds shall be abated within twenty (20) feet of any residence. All lawn areas shall be neatly mowed and trees and shrubs shall be neatly trimmed. Each owner shall landscape his lot within six (6) months from the date of conveyance from the Owner. All such landscaping shall be undertaken in accordance with landscaping plans approved by the Architectural Committee. There will be no impervious surfaces used in the covering of front yard landscaping areas.

18. PARTY FENCE MAINTENANCE

The owners of lots upon which a Party Fence is situated, shall each own that portion of the Party Fence situated on his lot to the center of the Party Fence. Those owners shall be responsible for maintaining, repairing and/or replacing the Party Fence. The costs shall be shared equally by each owner; provided, however, that all costs incurred as a result of the negligent or willful action of any owner shall be borne by that owner. In absence of negligent or willful conduct, any necessary maintenance, repair or replacement performed by owner shall entitle that owner to a right of contribution from the other owner. The right of contribution shall be appurtenant to the lot and shall pass to the successors in interest of the owner entitled to contribution.

19. PARKING AREAS

All parking areas above the minimum requirements provided by the developer or homeowner shall be of a permeable type as required by the Planning Director and shall not be located in the required setbacks or in the front yard.

20. SIGHT AND DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway, shall be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 20 feet from the intersection of the street line, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

21. ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

22. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in covered sanitary containers. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition.

23. ARCHITECTURAL CONTROL COMMITTEE

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. The Architectural Control Committee is composed of: Dennis W. Cheney, Richard W. Jensen and Ronda Vosti, located at 2777 Alvarado Street, San Leandro, CA 94577. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At which time, the Subdivider has built and sold all dwellings to be constructed by him on all lots within the subdivision, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

24. PROCEDURE

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully satisfied.

25. APPROVAL OF ELEVATIONS AND TYPES OF UNITS

The project having been approved by the City of Vallejo by the granting of a special development permit, the elevations and types of units shall be approved by the Planning Director of the City of Vallejo. Any major or substantial change or modification in the elevation or major or substantial change, modification, restoration or reconstruction of a unit different from the original elevation or unit shall require advance written approval of the Planning Director.

26. GARAGE CONVERSIONS

No person 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.

27. TERM

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of thirty-five (35) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change, supplement or rescind said covenants in whole or in part. This Declaration cannot be amended in a manner which would materially reduce the responsibility of the Architectural Control Committee to approve or disapprove plans and specifications as set forth in Paragraph 23 above, without the written consent of the Planning Director of the City of Vallejo, which consent shall not be unreasonably withheld.

28. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The City of Vallejo is hereby given supervisory jurisdiction over the enforcement of this Declaration. In the event of breach of any duty or interference with any of the rights of benefits herein established, The City of Vallejo may give written notice of such breach or interference to the owner, together with a demand upon the owner to remedy the breach or interference. If the owner refuses to do so, or fails to take appropriate action within 30 days of the receipt of said notice, the City shall have the ability, but not the obligation, to enforce the Declaration.

29. SUBORDINATION

It is further provided that breach of any of the conditions contained herein or of any reentry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said premises or any part; but said conditions shall be binding upon and effective against the owner of said premises, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

30. SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

31. In the event the Declarant shall convey all of its rights, title and interest to any partnership, corporation or corporations, individual or individuals, in and to the real property described herein, then Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such new owner shall succeed to all of the rights, powers, reservations, obligations and duties as though it had originally been named herein as Declarant.

IN WITNESS WHEREOF, the undersigned have hereinabove set their hand the day and year first hereinabove written.

CITATION HOMES, a General Partnership
By: Citation Builders, partner
Richard W. Jensen
Development Manager
Northern Division
STATE OF CALIFORNIA
COUNTY OF ALAMEDA

On this 29th day of March 1985, before me, the undersigned, a Notary Public for the State of California, personally appeared Richard W. Jensen, authorized individual of Citation Builders, a partnership, personally known to me to be the authorized individual that executed this instrument, on behalf of said partnership, said partnership being one of the partners of CITATION HOMES, a partnership, the partnership that executed the within instrument; and acknowledged to me that said Citation Builders executed the same as one of the partners and that said Citation Homes executed the same.

WITNESS my hand and Official Seal.

Sally A. Werthman
Notary Public