

23182
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
GLEN COVE UNIT II

RECORDED AT REQUEST OF
TRANSAMERICA TITLE
INSURANCE CO.

42 180
MAY 16 1979

OFFICIAL RECORDS
SOLANO COUNTY, CALIF.
Frank Aguirre
S. J. Smith

This Declaration made and dated on the date hereinafter set forth, by
DONALD L. BREN COMPANY, a California Corporation
WHEREAS, Declarant is the Owner of that certain tract of land situate in
the City of Vallejo, County of Solano, State of California, described
as follows: Lots 1 through 166, inclusive, GLEN COVE UNIT II
as filed on MAY 16, 1979, in Book 36 of Maps, at Page 93
inclusive, Solano County Records, and WHEREAS, the owner of the
above tract of land hereby declares that, in addition to and without limiting the
effect of any conditions, restrictions or reservations to which said lands or the
use thereof are now subject, including zoning and building ordinance of the City
of Vallejo, County of Solano, said land is held and shall
be held, conveyed, hypothecated, leased, used, improved and occupied subject to the
following covenants, conditions, restrictions, easements and agreements, which are
imposed pursuant to a general plan of improvement and shall create mutual equitable
servitudes on each of the lots, plots or parcels in said tract and a privity of
contract with reference thereto between the various owners thereof, their heirs,
personal representatives, successors, and assigns, to wit:

RESTRICTED PROVISIONS

1. USE AND IMPROVEMENT

No buildings other than one detached, single-family private residence, not to exceed two and one-half stories or thirty-five feet in height, a private garage for use of the occupants of such residence, guest home for the entertainment of social guests, servants quarters for housing servants employed upon the premises, and other usual and appropriate outbuildings which are strictly incident and appurtenant on any lot or plot. No use whatsoever except in connection with its use and improvement as the site and grounds of a private residence shall be made of any lot or plot. The term, "private residence", is intended to exclude every form of multifamily dwelling, boarding or lodging house, sanitarium, hospital and the like. The term, "use as a private residence", is intended to exclude every form of business, commercial, manufacturing or storage enterprise or activity, and/or exploration for or production of minerals, stone, gravel, oil, gas and other natural resources.

2. MINIMUM AREA OF RESIDENCE

The principal residence building on any lot or plot shall be constructed thereon and shall not be moved onto said premises from some other location. No garage, guest house or other appurtenant building shall be commenced prior to the commencement of construction on the principal residence. The principal residence shall cover a ground floor area of not less than 1,100 square feet, if a one-story structure, and not less than 1,500 square feet in total if a two-story structure. "Ground floor area" shall exclude any attached garage, open porch, terrace, stoop, steps, and like appurtenances not enclosed by the bearing walls of the residence building.

3. EASEMENTS

Easements, as indicated upon the recorded Map, are reserved for the erection, construction, maintenance and operation therein or thereon of pipes, conduits, fills, poles, wires and appurtenances and any and all facilities necessary or convenient for providing gas, electric power, water, sewers, telephone and telegraph, drainage, slopes, or other public or quasi-public services or facilities. No buildings shall be placed upon such easements or interfere with the free use of the same for the purposes intended. The undersigned, its successors and assigns, shall have the right to reserve any additional easements for said purposes in contracts of sale of deeds to any or all of the lots in the Tract. 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 a public authority or utility company is responsible.

4. DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted on any lot at a cost of less than \$20,000.00 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.

5. BUILDING LOCATION

- (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than permitted by the applicable zoning ordinance for the City. In any event, no building shall be located on any lot nearer than 15 feet to any side street line, or nearer than 10 feet to any side street line.
- (b) No building shall be located nearer than 5 feet to an interior lot line and no dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.

6. LOT AREA

No dwelling shall be erected or placed on any lot having an area of less than 5,000 square feet.

7. 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 wells, tanks, tunnels, miner excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

8. SIGHT 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 placed or permitted to remain on any corner lot within the triangular area formed by the rearer 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.

9. SIGNS

No billboards or other advertising device shall be erected or placed upon any lot or plot in this tract, except as follows: No more than one "For Sale", "Lease", or "Rent" sign shall be displayed upon any single lot or plot and such sign shall not be larger than eighteen (18) inches by twenty-four (24) inches, provided, however, during the subdivision and sale of lots in this tract, the Declarant or his agent may erect and display larger signs and conduct other on-site merchandising efforts including but not limited to a model home coupous and the necessary parking attached thereto in order to affectuate the successful sale of the project.

10. CARE OF PROPERTIES

any vacant lots in the tract shall at all times be kept free of rubbish and litter by their owners and said owners shall also keep disked and well mowed all weeds and grass so as to not exceed a height of 12 inches. Within 3 months after conveyance of title of a lot by Declarant, installation of landscaping shall commence thereon and said landscaping shall be effectively and substantially completed within 6 months from date of conveyance. The Architectural Committee shall have the power to bring action against any owner in this tract, who in their opinion, is in violation of this clause in order to enforce compliance by said non-complying owner.

11. TEMPORARY DWELLINGS

No structure or building other than a completed proper residence, designed as such, shall be used or occupied as a dwelling place on any lot or plot in this tract. No tent or other temporary habitation is to be used. No trailers are to be used, nor may trailers be stored or parked on any lot or plot in this tract unless within a garage, or within a fully fenced area designated for such use.

12. COMPLETION OF CONSTRUCTION

Any residence or other building in this tract, the construction of which has been started, shall be completed without delay, except when such delay is caused by acts of God, strikes, actual inability of the owner to procure delivery of necessary materials or by interference by other persons or forces beyond the control of the owner. Financial inability of the owner or his contractor to secure labor, or materials, or discharge liens or attachments shall not be deemed a cause beyond his control. In the event of cessation of construction of any building for a period of 120 days where such a cessation is not excused by the provisions hereof, the existence of such building shall be deemed to be a nuisance and the undersigned or any other owner of the property subject to this Declaration shall have the right to enter upon said incomplected property and remove the same or carry such construction work to completion, and the expense incurred in connection with the removal or completion of said building shall become a lien upon the land and implements thereon, upon which such building is located, which lien can be foreclosed either as a mechanic's lien and/or a mortgage on real property.

13. PRESERVATION OF TREES

No tree having a diameter of six inches at a height of three feet above the ground shall be cut down or any way mutilated unless removal or trimming of the same is necessary to provide space upon which to erect a principal dwelling house. Permission to remove trees otherwise situated shall be obtained from the Architectural Committee provided for in Clause 15 hereof.

14. PRESERVATION OF VIEW

No tree, shrubbery, or other obstruction of any kind shall be planted, erected, or maintained on any lot in such a manner as to unreasonably obstruct

or interfere with the view obtainable from the building plot for the principal residence of any other lot at the time of filing this Declaration. The question of unreasonableness shall be determined by the Architectural Committee provided for in Paragraph 18 hereof. The determination of the Committee shall be final and shall be binding upon every lot owner in this tract. The Committee shall also be empowered to force the cutting, pruning or trimming of trees and shrubs existing at the time of recordation of this Declaration in order to preserve the view from the principal residence of other lots in this tract.

15. PREVENTION OF NUISANCE

No lot or building thereon in this tract shall be used for the keeping or breeding of fowl, animals or creature of any kind, for commercial purposes. A reasonable and usual number of household pets may be kept for the pleasure of the occupants of the premises where kept, but the same shall not be kept in numbers or under conditions objectionable to other residents in this tract. The keeping of other animals or fowl shall not be allowed unless a permit therefore has been obtained from the Architectural Committee. Such permits may be revoked by the said Committee at any time.

Barking dogs and unleashed dogs permitted to roam free to the detriment of the property of others, and other noisy pets objectionable to other residents of this tract shall not be permitted. No lot owner shall have more than two dogs under three months old. At no time shall any roosters, chickens, drakes, ducks, geese, or geese be kept or allowed anywhere on any lot either in any building or outside. Radios and other audio amplifiers, if operated out of doors, shall be turned down so as to be heard only by those using them.

Any violation of any provisions of this Clause shall be deemed to be a nuisance and action to abate same shall be commenced by the Architectural Committee. All questions of reasonableness or whether a nuisance does or does not exist in connection with the provisions of the Clause shall be decided by the Architectural Committee. The decision of the Committee shall be binding upon each and every lot owner in this tract.

16. PARKING OF NON-PASSENGER TYPE VEHICLES

No trucks, trailers or other vehicles, with the exception of private passenger automobiles shall be parked for longer than one hour on the public or private roads or driveways within this tract and this restriction shall also pertain to passenger automobiles in a non-operational state (i.e. being disassembled, assembled, repaired, etc.). Said restricted vehicles as herein described may only be parked or stored within this tract in garages or in the rear of residences in such a manner as to be completely out of sight from public view.

17. CONCEALMENT OF GARBAGE AND LAUNDRY

All garbage and laundry facilities on each lot shall be so enclosed or so screened as not to be visible from any land or building outside of such lot.

18. ARCHITECTURAL COMMITTEE

(a) An Architectural Committee shall be formed for the purpose of approving all plans and specifications for improvements in said tract and to exercise the other powers and functions conferred upon said committee by this Declaration.

(b) The committee shall be composed of David F. Coombs, Donald Allen,
William E. Brown, 1990 North California Boulevard, Suite 500,
Walnut Creek, California 94596

The committee may, by appropriate statement recorded in the office of the County Recorder of Solano County relinquish the right herein reserved to appoint and maintain said Architectural Committee. In such event, the then record owners of 50% or more of the lots in this tract may elect and appoint to a committee of three (3) or more of such owners to assume and exercise all of the powers and functions of the committee. The appointment

of all members of the committee shall be evidenced by a written document recorded in the Office of the County Recorder of Solano County, California. If an election is held pursuant to this paragraph, the record owner or owners of each lot in this tract shall be entitled to one (1) vote per lot.

- (c) The Committee may act by any two of its members. Any action taken by the committee must be in writing and signed by at least two members. The committee may adopt rules and regulations for the conduct of its proceedings and may fix the time and place for its regular meetings and for such extraordinary meetings as may be necessary. The committee shall keep written minutes of these meetings which shall be open for inspection to any lot owner.
- (d) No member of the Architectural Committee, however created, shall receive any compensation or make any charge for his services as such. In the event a member of said committee resigns or is unable to act, the undersigned shall appoint his successor. Pending his appointment, the remaining members shall discharge the functions of the committee.
- (e) It shall be the responsibility of this committee and no other to interpret the declarations and restrictions enumerated herein and its decision shall be binding in all cases upon the lots in question.

19. APPROVAL OF PLANS AND SPECIFICATIONS

- (a) No building, residence, swimming pool, fence, wall, hedge, tennis court, badminton court or any other permanent structure shall be created, altered, or placed on any lot or lots in this tract, nor shall any existing improvements be altered, refinished or re-improved, until building plans, samples, specification and plot plans showing the nature, location, height and external design have been submitted to and approved in writing by the Architectural Committee. The plot plan shall show the exterior boundaries of the lots, the location and height of any proposed trees, shrubbery or other improvements which may obstruct the view from the principal residence upon any other lot, all existing assessments on the plot, and other information requested by the committee. The committee will not approve the plans for any improvement which is not artistic and which is not of an architectural type suitable to a rural suburb and will not approve any landscaping which may unreasonably obstruct the view or impair the enjoyment of any other lot or plot.
- (b) Two complete sets of plans for each separate improvement shall be submitted by the owner to the Architectural Committee. Said committee will return one approved or corrected set of plans to the owner retaining the second duplicate set of plans in a file which shall be available to all owners of property in this tract.
- (c) If said committee fails to disapprove such plans and specifications within thirty (30) days after receipt thereof, such plans and specifications will be deemed to have been approved, but such approval shall be conditional upon compliance with all other provisions of this Declaration and all applicable ordinances.

20. ANTENNA RESTRICTIONS

No television, shortwave radio or other antenna or aerial shall be erected on any structure or lot.

21. MAINTENANCE OF DISTRICT AREAS

The Glen Cove Maintenance District has been formed to maintain the landscaping and certain other amenities of certain slopes and areas in the tract. Should said district be declared invalid by a court of competent jurisdiction, or if such a court holds the assessments of the district unenforceable or 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 hearing, and may be collected under billings as provided for by the City. The City of

Wallein shall have the right to enforce this provision for the protection and benefit of each property owner in the tract, and for the benefit of the City in general.

22. SUBORDINATION TO MORTGAGES AND DEEDS OF TRUST

Nothing contained in this declaration shall impair or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but title to and property subject to this Declaration obtained through sale in satisfaction of any mortgage or deed of trust or otherwise shall thereafter be held subject to all of the terms and provisions hereof.

23. TERM OF RESTRICTIONS

These covenants, conditions and restrictions are to run with the land and shall continue in full force for thirty-five (35) years from the date of recordation, at which time the same shall be automatically extended for successive periods of ten years, unless by a properly executed and recorded statement, the then owners of 50% or more of the lots subject to this Declaration elect to terminate or amend them in whole or in part.

24. RIGHT TO MODIFICATION

The undersigned further reserves to itself, its successors and assigns, the right from time to time to waive, release or modify the restrictions, conditions, covenants and agreements herein contained to the extent which may be convenient or necessary, or for the proper installation, maintenance and repair of public utilities or other public services for use upon or for service to the property which is or may be subject hereto, and said rights reserved by this paragraph shall be assignable as provided in Clause 26 hereof.

25. ASSIGNMENT

The undersigned, its successors and assigns, shall have the right at any time hereafter to assign any or all of the rights, powers and privileges hereinabove retained by the undersigned for itself, its successors or assigns, with respect to all or any portion of the property subject to the foregoing restrictions, conditions, covenants and agreements. Such assignment shall be accomplished by recordation of a written instrument executed and acknowledged by the undersigned, its successors or assigns.

For the purpose of this Declaration no person shall be deemed a "successor or assign" of the undersigned for the purpose of exercising any rights, powers or privileges reserved hereby to the undersigned, its successors and assigns, by virtue of any conveyance or contract of sale executed by the undersigned unless such conveyance or contract of sale shall expressly refer to such reserved right and state that they are intended to be assigned thereby.

26. SEVERABILITY

The various measures and provisions of this Declaration are declared to be severable, and the holding that any one measure or provision is invalid shall not affect any other measure or provisions.

27. ENFORCEMENT AND REMEDY

The various restrictive measures and provisions of this Declaration are hereby declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each property owner in the said tract. All of the restrictions and other provisions of this instrument shall run with the land, both as to all of the duties, obligations, liabilities and servitudes thereof, and also as to all of the rights, privileges, protections, benefits and dominances thereof.

Each and every grantee of any and all conveyance, and each and every purchaser under any and all contracts or agreements of sale, and each and every lessee or tenant or licensee under any and all leases or tenancies or licenses, and any and all of the transferees and successors and assigns of the same, by accepting a Deed or Contract of Sale or Agreement or Purchase or Lease or Tenancy or License, as the case may be, accepts the same subject to all of the covenants, conditions, restrictions, easements and agreements set forth in this Declaration and agrees to be bound by the same. Damages for breach of any of the covenants, restrictions or agreements set forth in this Declaration are hereby declared not to be adequate compensations, but such breach and/or the continuation thereof may be enjoined or abated by appropriate proceedings by the undersigned, or by an owner or owners of any other lot or lots in this tract.

28. FAILURE TO ENFORCE

Failure by the undersigned or any other person or persons entitled so to do to enforce any covenant, condition, restriction or agreement upon violation thereof shall not stop, prevent or be deemed a waiver of the right of enforcement thereafter.

29. DEFINITION

As used in this Declaration, the term "undersigned" shall mean the undersigned, its successors and assigns.

30. ATTORNEY'S FEES

In the event that the Architectural Committee or the undersigned owners of said tract of land deem it necessary to commence legal proceedings to enforce any of the provisions of these covenants or restrictions against any lot owner in said tract, then said lot owner shall be liable to pay a reasonable attorney's fee to said Architectural Committee or said owner and all costs in connection with said suit, including but not limited to attorney's fees and costs for consultation and advice incurred prior to suit and any and all attorney's fees and cost incurred in connection with the remedy thereof, even if no suit is subsequently filed.

Dated this 27th day of April, 1979.

DONALD L. BREN COMPANY,
A California Corporation

BY:

William H. M. Grayland
President
David E. Coombs
Assistant Secretary

STATE OF CALIFORNIA

COUNTY OF Contra Costa

ss.

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ON April 27, 1979,
before me, the undersigned, a Notary Public in and for said State, personally appeared
William H. McFarland and David F. Coombs

_____ , known to me to be the
president and asst. secretary

of the Donald L. Egan Company
the Corporation that executed the within instrument, known to me to be the person who
executed the within instrument, on behalf of the Corporation, therein named, and acknowledged
to me that such Corporation executed the same.

WITNESS my hand and official seal.



Christine A. Mohr
Notary Public in and for said State.