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1380 Galaxy Way  
Concord, CA 94520  
Attn: Tom Whalen

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County of Solano  
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DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

OF

LAWLER RANCH UNIT NO. 11

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DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
LAWLER RANCH UNIT NO. 11

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DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
LAWLER RANCH UNIT NO. 11

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 21st day of June, 2001, by HOFMANN CONSTRUCTION CO., a California corporation, hereinafter referred to as "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 that certain real property located in an incorporated area of the County of Solano, State of California, described as follows:

Lots 1 through 47, inclusive, as shown on the subdivision map of Lawler Ranch, Unit No. 11, filed December 27, 2000, in Book 71 of Maps, Page 53, in the official records of the County of Solano, State of California.

1.1.2 Nature of Project: It is the desire and intention of the Declarant to subdivide, develop and sell the Subject Property and to impose on the Subject Property mutually beneficial restrictions, conditions, covenants, charges, easements, and agreements under a general plan of improvement for the benefit of all the Lots in the Subject Property and the future Owners of said Lots.

1.2 APPLICABILITY OF RESTRICTIONS: Declarant hereby declares that the Subject Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Subject Property and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Subject Property and every part thereof. All of the limitations, easements, uses, obligations, covenants, restrictions and conditions stated herein shall run with the Subject Property; and shall be binding on all parties having or acquiring any right, title or interest in the described Subject Property or any part thereof; shall be for the benefit of each owner of any portion of the Subject Property or any interest therein; and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof. Each and all of said limitations, easements, uses, obligations, covenants, conditions and restrictions shall be deemed to be, and shall be construed as equitable servitude, enforceable by any of the owners of any of the individual Lots in the Subject Property against any other owner, tenant or occupant of the Lots, the Subject Property, or any portion thereof.

## ARTICLE II

### DEFINITIONS

Unless the context clearly indicates a different meaning therefore, the terms used herein, in the Map and in any deeds conveying Lots in the Project shall have the meanings specified in this Article.

2.1 ARCHITECTURAL COMMITTEE: The term "Architectural Committee" or "Committee" shall mean the committee appointed pursuant to Article VI of Declaration.

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

2.3 DECLARANT: The term "Declarant" shall mean HOFMANN CONSTRUCTION CO., a California corporation. The term "Declarant" shall also mean successors in interest of Declarant if (i) such successor(s) in interest acquires more than one Lot in the Project for the purpose of development and/or sale and (ii) if Declarant expressly assigns to such acquiring party the rights and duties as a successor Declarant by a written document executed by Declarant and recorded in the County. There may be more than one Declarant.

2.4 DECLARATION: The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions of Lawler Ranch Unit No. 11, and any amendments hereto.

2.5 FAMILY: The term "Family" or "Single Family" shall mean one or more person each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not all so related, including their domestic servants, who maintained a common household in a Residence.

2.6 IMPROVEMENTS: The term "Improvements" shall mean building, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and other structures or landscaping improvements of every type and kind constructed or to be constructed upon property subject to this Declaration.

2.7 LOT: The term "Lot" shall mean any one lot of Lots 1 through 47, inclusive, as shown on the Map, and all improvements thereon all easements appurtenant thereto as reflected on the Map or as reserved and granted in this Declaration.

2.8 MAP: The term "Map" shall mean the subdivision map recorded on December 27, 2000, in Book 71 of Maps, Page 53, in the official records of the County.

2.9 MORTGAGE: The term "Mortgage" shall mean any duly recorded mortgage or deed of trust encumbering a Lot.

2.10 MORTGAGEE: The term "Mortgagee" shall mean a mortgagee under a Mortgage as well as a beneficiary under a deed of trust.

2.11 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.

2.12 PARTY FENCE: The term "Party Fence" shall mean any fence or wall originally constructed and placed on the common boundary of two or more Lots.

2.13 PROJECT: The term "Project" shall mean the real property described in Section 1.1.1 above, including all improvements thereon.

2.14 PUBLIC PURCHASER: The term "Public Purchaser" shall mean a purchaser who is unrelated to Declarant or any corporation, partnership, joint venture, or other business entity in which Declarant has an ownership interest or over which (in this use including persons) Declarant exercises contractual or other control relating to the improvement, development or sale of Lots in the Project.

2.15 RESIDENCE: The term "Residence" shall mean a structure situated upon a Lot designed or arranged for use and occupancy as residence.

2.16 SINGLE FAMILY RESIDENTIAL USE: The term "Single Family Residential Use" shall mean occupation and use of a Residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state or municipal rules and regulations.

2.17 SUBJECT PROPERTY: The term "Subject Property" shall mean all of the real property described in Section 1.1.1 of this Declaration.

2.18 YARD: The term "Yard" shall mean the enclosed or fenced patio, deck or garden area of a Lot, as originally constructed by Declarant, or as subsequently modified or enclosed by an Owner.



### ARTICLE III

#### PERMITTED USES AND LIMITATIONS

3.1 SINGLE FAMILY USE: Each Lot within the Project shall be improved and used exclusively for Single Family Residential purposes. No other use shall be allowed except as specifically permitted by local ordinance. No residence shall be permanently occupied by more than two (2) persons per bedroom. Each Owner shall comply with all the requirements of all governmental authorities, federal, state or local, and all laws, ordinances, rules and regulations applicable to his Lot and Residence. Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof subject to all of the provisions of this Declaration.

3.2 RENTAL OF LOTS: An owner shall be entitled to rent the Residence situated on his Lot to a single family, provided that the term of said rental shall not be for a term less than sixty (60) days nor more than two (2) years. Any rental or lease of a Residence shall be subject to this Declaration. Each tenant or lessee shall be provided with a copy of this Declaration by the Owner so renting or leasing. The Owner shall at all times be responsible for compliance by any tenant or lessee of his Residence with all of the provisions of this Declaration.

3.3 PETS: No animals, livestock, or poultry of any kind shall be raised, bred or kept in any Lot or on the Project, except that two (2) cats or two (2) dogs or other ordinary household pets, such as a bird or fish, may be kept in a Lot. No pet shall be permitted to run free within the Project except on the Owner's Lot, and dogs shall at all times while in other areas within the Project be on a handheld leash. An Owner is permitted to exercise his pet on the Project outside the confines of the Owner's Lot only upon the condition that solid bodily wastes of such pet are immediately removed. Each Owner shall be responsible for seeing that his pet or pets do not endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots.

3.4 STRUCTURES FOR ANIMALS: No structure for the care, housing or confinement of any house or yard pet shall be maintained on a Lot so as to be visible from neighboring property.

3.5 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, aerial or radio tower shall be erected, constructed, placed, used or maintained outdoors, whether attached to a building or structure or otherwise situated on any Lot, except for satellite dishes with a diameter of eighteen (18) inches or less.

3.6 UTILITY SERVICE: No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be constructed, placed or contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or any other approved structures except as constructed by Declarant. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved buildings.

3.7 TEMPORARY OCCUPANCY: No modular home, tent, barn, trailer, basement of any incomplete building, tenant shack, garage, or temporary building or structure of any kind shall be used at any time for a Residence, either temporary or permanent. Temporary buildings or structures used during the construction or improvement of a Residence shall be expressly approved by the Architectural Committee and shall be removed immediately after the completion of construction of the Residence on said lot and in no event later than one (1) year after the commencement of construction.

3.8 TRAILERS, BOATS, AND MOTOR VEHICLES: No owner shall park, store, or keep any vehicle except wholly within an enclosed garage, carport, driveway or other parking space designated therefor. No mobile home, trailer, of any kind, permanent tent, or similar structure, and no truck camper larger than a three-quarter (3/4) ton pick-up truck, recreational motor home, or boat, shall be kept, or stored except within a side yard behind the front fence. However, such storage shall not extend into the rear yard past the rear building line of the residence; PROVIDED, HOWEVER, that the provision of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any work or Improvement on a Lot which has been approved by the Architectural Committee. No commercial, industrial or trade vehicles of any nature shall be parked or stored on any Lot or on the streets of the Project, except for commercial, industrial or trade vehicles providing services to Owners and in that event only for the duration necessary to provide such services; provided, however, no commercial, industrial or trade vehicles shall be parked overnight or on weekends on any Lot or street in the Project.

3.9 NUISANCES: No rubbish or debris of any kind shall be placed or permitted to accumulate on or adjacent to a Lot so as to render any Lot, or portion thereof, unsanitary, unsightly, offensive, or detrimental to any of the property or occupants of property in the vicinity thereof. No noxious or offensive activity shall be carried on, in or upon any Lot nor shall anything be done or kept therein which may be or become an annoyance or nuisance to other Owners. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on a Lot.

3.10 GARBAGE: All garbage, trash and accumulated waste plant material shall be placed and kept in covered containers, and such containers shall be maintained in the garage or behind the front fence. In no event shall such containers be maintained so as to be visible from any street or other area used by the public or in common with other Owners. Such containers shall not be placed upon the public streets, sidewalks, pathways or adjacent to same, except for the purpose of and on the day of collection, nor shall such containers at any time be filled to such capacity as to prevent the secure and complete covering of the contents by an animal-proof lid.

3.11 CLOTHES DRYING FACILITIES: No outside clotheslines or other outside clothes drying or airing facilities shall be maintained on any Lot, unless such facilities are adequately concealed so as not be visible from any other property in the Project.

3.12 FENCES: Without the approval of the Architectural Committee, no fence, hedge, wall or other dividing instrumentality shall be erected or maintained on that portion of a Lot between the front street line and a line parallel thereto running throughout the front setback line of a Residence other than as initially installed by Declarant. Approval by the Architectural Committee shall not relieve an Owner from the responsibility for obtaining approval for the installation of any such fencing from governmental agencies having jurisdiction over the Project.

3.13 FIRES: There shall be no exterior fires whatsoever except barbecue fires contained within receptacles designed by such purpose which meet fire district requirements.

3.14 MAILBOXES: There shall be no exterior newspaper tubes or free-standing mailboxes, except as may have been initially installed by Declarant or thereafter approved by the Architectural Committee and the U.S. Postal Service.

3.15 GARAGES: Garages shall be used only for parking motor vehicles and normal residential storage and maintenance activities. Each Owner shall be responsible for the maintenance and repair of his garage and shall keep his garage area, including the interior thereof, in a neat orderly condition. Garage doors shall be kept closed at all times except when necessary for the movement of motor vehicles and other items stored therein.

3.16 MINERAL EXPLORATION: No property within the Project shall be used in any manner to explore for or remove any water, oil or hydrocarbons, gravel, earth or any other earth substance or other minerals of any kind.

3.17 MACHINERY AND EQUIPMENT: No machinery or equipment of any kind (specifically including large freestanding equipment such as power saws, drill presses, lathes, etc.) shall be maintained or operated upon any Lot, except as follows: (i) machinery and equipment which is customary and necessary in connection with approved construction or maintenance of residential Improvements; (ii) small hand-held machines; (iii) machines typically used for maintaining landscaping (such as lawnmowers, hedge trimmers, etc.); (iv) machines located in a garage, the door to which can and shall be kept closed during the machine's operation.

3.18 DISEASES AND INSECTS: No Owner shall permit any thing or condition to exist upon his Lot which shall induce, breed, or harbor infectious plant or noxious insects.

3.19 RESTRICTIONS ON FURTHER SUBDIVISION: No Lot shall be further subdivided nor shall less than all of a Lot be conveyed by an Owner thereof, with the exception that Declarant shall have the right to reconfigure one or more Lots as Declarant may deem necessary by obtaining an approved lot line adjustment from the City or County having jurisdiction over the Project. No easement or other interest in a Lot shall be conveyed or transferred without the prior written approval of the Architectural Committee. The Owner of two or more contiguous Lots may apply for permission to use Lots as a site for a single Residence. Upon approval thereof by the Architectural Committee, which shall not be unreasonably withheld, a written consent to such use shall be executed by the Owner and by all members of the Architectural Committee in recordable form, shall be recorded forthwith in the Office of the Recorder of the County, and thereafter, said Lots shall be treated as a single Lot for all purposes and shall not be re-subdivided.

3.20 RIGHT OF ENTRY: Upon twenty-four (24) hours written notice (emergencies excepted) and during reasonable hours, Declarant or any member of the Architectural Committee or any authorized representative of any of them, shall have the right to enter upon and inspect any building site, Lot or parcel and the Improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

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3.20 RIGHT OF ENTRY: Upon twenty-four (24) hours written notice (emergencies excepted) and during reasonable hours, Declarant or any member of the Architectural Committee or any authorized representative of any of them, shall have the right to enter upon and inspect any building site, Lot or parcel and the Improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

3.21 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 that may be displayed to the public view on or from any Lot in the Project shall be as follows:

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

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

3.21.3 Other signs, posters and notices approved by the Architectural Committee; and

3.21.4 Signs required by legal proceeding may be displayed.

3.22 OUTSIDE LIGHTING: No exterior yard lighting without adequate and proper shielding from other Residences and the street shall be installed on any Lot. The Architectural Committee shall determine whether the shielding is adequate and proper if a dispute should arise. No exterior lighting fixtures shall be installed which constitute an annoyance or nuisance to an adjoining Owner or to the neighborhood. Except for seasonal Christmas decorative lights, which may be displayed between December 1 and January 10 only, and except as installed by Declarant, all exterior lights must be approved in advance by the Architectural Committee.

3.23 CURB AND SIDEWALK AREAS: All areas between the curb and sidewalk of any Lot shall be kept free of debris and shall not be filled with building materials of any kind.

3.24 RESTRICTION ON BUSINESS: No business of any kind shall be established, maintained, operated, permitted or conducted in any portion of the Project except as may be permitted by local ordinance, and as long as there are no external indications or signs of such activity.

3.25 DRIVEWAY ACCESS: There shall be no access by motor vehicle to any Lot on the perimeter of the Project other than from designated streets or roads within the Project as established by Declarant.

## ARTICLE IV

### IMPROVEMENTS

4.1 ARCHITECTURAL CONTROL: Except for the construction and development of Improvement by Declarant, no building or other Improvements shall be erected, placed, altered or removed on or from any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line unless similarly approved. Any such approval shall be obtained pursuant to the procedure provided in Article VI.

4.2 IMPROVEMENTS, ALTERATIONS AND REPAIRS: No improvement, repair, excavation or other work which in any way alters the exterior appearance of any Lot or the Improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by Declarant to an Owner shall be made or done without the prior approval of the Architectural Committee, except as specifically authorized herein. All repairs, maintenance and care of the exterior surfaces of Residences shall be undertaken by the Owner in compliance with Article VI.

4.3 LANDSCAPING INSTALLATION AND MAINTENANCE: Except for areas within a Lot landscaped by Declarant, permanent and complete landscaping for each Lot shall be installed, planted and completed by Owner within six (6) months after close of escrow of the sale of any Lot by Declarant to a Public Purchaser. All plantings of any kind made on any Lot by an Owner shall be nursery certified plantings. Each Owner shall maintain all landscaping on his Lot in a neat, orderly condition; shall promptly replace any diseased or dead lawn, trees, ground cover or shrubbery and shall keep the lawn area neatly mowed and maintained and in a condition comparable to that of other first class residential subdivisions in the City in which the Project is located. No planting, seeding or introduction or maintenance of any flower, seed, shrub, bush, tree or other plant, which by its appearance, odor, spread, development or existence encroach upon the Lot of any other Owner, easement or any part thereof or in any way whatsoever reduces or impairs the enjoyment by any other Owner of any Lot or Lots, shall be permitted at any time. No portion of any Lot between the street line and the Residence or other structure thereupon shall be used for the planting or growing of garden vegetables, and all front yard areas shall at all times be kept in a neat and orderly manner, and with regard to this condition, the front line of any structure shall be considered extended to any and all sidelines of the Lot.

4.4 MAINTENANCE OF RESIDENCES: Each Owner shall maintain and care for his Lot and all Improvements located on his Lot in a manner consistent with the standards established by and pursuant to this Declaration and other first class residential subdivisions in the County. The exterior maintenance shall include the painting, repair, replacement and care of foundations, pavement, walkways, building surfaces, roof surfaces, gutters, downspouts, glass surfaces of the Residence and, in general, the maintenance of the interior and exterior of such Residence in good repair, condition and appearance. All such work shall be identical in materials, color scheme and workmanship to the work originally completed by Declarant or approved by the Architectural Committee, unless the alteration thereof is approved in advance by the Architectural Committee in accordance with the provisions of the Article VI of this Declaration. The Rules may impose more detailed standards for such exterior maintenance.

4.5 **RECONSTRUCTION:** If any Improvements on a Lot are damaged or destroyed by fire or any other calamity, the insurance proceeds shall be paid to the Owner of the Residence or the Mortgagees thereof, as their respective interests may appear, and such Owner or Mortgagee shall use said proceeds to rebuild or repair the damage. In the event that the insurance proceeds are insufficient to complete such rebuilding or repair, the Owner shall pay in advance such additional sums as may be necessary to complete such rebuilding or repair. In the event said Owner does not commence such rebuilding or repair within a reasonable time, the Architectural Committee and/or any Owner may bring appropriate legal action to compel the Owner to perform such rebuilding or repair. All plans and specifications for the reconstruction, repair or rebuilding of any damaged or destroyed improvements shall be approved by the Architectural Committee pursuant to Article VI prior to the commencement of any such work.

4.6 **PARTY FENCES:** The Owners of a Party Fence shall be responsible for maintaining, repairing and replacing it. The costs of such maintenance, repair and/or replacement shall be shared equally by the Owners; provided, however, that all costs of any maintenance, repair or replacement necessitated by the negligent or willful action of an Owner shall be borne by that Owner. In the absence of negligent or willful conduct, any necessary maintenance, repair or replacement performed by an Owner shall entitle that Owner to a right of contribution from the other Owners of the Party Fence. The right of contribution shall be appurtenant to the Lot and shall pass to the successor(s) in interest of the Owner entitled to contribution.

## ARTICLE V

### EASEMENTS

5.1 EASEMENTS: The ownership interests in the Lots described in this Article 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 henceforth 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. Individual grant deeds to Lots may, but shall not be required to, set forth the easements specified in this Article.

5.1.1 Subdivision Map: Easements are reserved and granted as shown on the Map.

5.1.2 Utilities: Some Lots may be served by utilities and drainage facilities, which are, located on or under another Lot or Lots. There is hereby created appurtenant easements for the use and benefit of the respective Lots served, as dominant tenements, on, under and across the Lots burdened thereby, as servient tenements, for ingress and egress for pedestrians and vehicles, and for utility, telephone, sewer and drainage pipes, sprinkler systems, lines, conduits and culverts, and utility meters. Each such easement shall be and is located outside of the foundation lines and patios of the Residence located on the servient tenement, and the specific location of each such utility easement shall be determined by the physical location of the Improvements thereon and thereunder installed, constructed and completed at the time of the first conveyance of each respective servient tenement. No Residence, structure, planting or other material of any kind shall be built, erected or maintained upon any such easement, reservation, or right-of-way which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with or change the direction of flow of drainage facilities, and said easements, reservations and right-of-way shall at all times be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing and servicing such utilities and quasi-utilities, and to Declarant, its successors and assigns, all of whom shall have the right of ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under and upon such locations to carry out any of the purposes for which said easements, reservations, and right-of-way are hereby granted.

5.1.3 Encroachment: There are reserved and granted for the benefit of each Lot, as dominant tenement over, under and across each other Lot, as servient tenement, non-exclusive easements for encroachment, support, occupancy and use of such portions of Lots as are encroached upon, used and occupied by the dominant tenement as a result of any original construction, addition, deterioration, decay, errors in original construction, movement, settlement, shifting or subsidence of any building or structure or any portion thereof, or any other cause. In the event any portion of the Project is partially or totally destroyed, the encroachment easement shall exist for any replacement structure that is rebuilt pursuant to the original construction design. The easement for the maintenance of the encroaching Improvement shall exist for as long as the encroachments exist; provided, however, that no valid easement of encroachment shall be created due to the willful misconduct of any Owner. Any easement of encroachment may but need not be cured by repair and restoration of the structure.

5.2. ADDITIONAL EASEMENTS: Notwithstanding anything herein expressly or impliedly to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities and drainage facilities that are necessary for the development of the Project.



## ARTICLE VI

### ARCHITECTURAL COMMITTEE

6.1 ORGANIZATION: There shall be an Architectural Committee consisting of three (3) persons. There shall also be one alternate member who may be designated by the Committee to act as a substitute in the event of the absence or disability of any member.

6.2 DESIGNATION OF MEMBERS AND TERMS OF OFFICE:

6.2.1 Initial Members: The Initial Members of the Architectural Committee shall be appointed by Declarant, prior to the first conveyance of a Lot to a Public Purchaser. Such designation may be reflected by recordation of a Notice of Appointment of Architectural Committee, which notice shall specify the names and addresses of each member of the Committee, the term of each member, and the principal address of the Committee for the purpose of giving notices. Members of the Architectural Committee appointed by Declarant shall serve until removed or replaced by Declarant, or until the conditions set forth in subparagraph 6.2.2, below, have occurred.

6.2.2 Termination of Declarant's Right of Appointment: Until such time as Owners other than Declarant own one hundred percent (100%) of the Lots within the Project, the right to appoint and remove all members and alternate members of the Architectural Committee shall be, and is hereby, vested solely in Declarant; provided, however, that upon sale by Declarant of seventy-five percent (75%) of Lots in Project to Public Purchasers, or at any time thereafter, Declarant may waive its right to appoint and maintain members on the Architectural Committee by recordation of a Notice of Declarant's Withdrawal from Architectural Committee, a copy of which shall be sent by first-class mail to all Owners. Effective upon recordation of said Notice, but no sooner than five (5) days following deposit of such Notice in the U.S. mail, first class, to all Owners, all of the members of the Committee shall be deemed replaced or removed, and all of the rights and obligations of Declarant and of each of the members of the Committee appointed by Declarant to carry out the responsibilities of the Architectural Committee shall cease.

6.2.3 Appointment by Owners: Upon recordation of the said Notice of Declarant's Withdrawal from Architectural Committee, or upon sale of one hundred percent (100%) of Lots in the Project to Public Purchasers, whichever is sooner, the right and obligation to appointment members to the Architectural Committee shall vest solely in the Owners acting by majority vote. Upon the vesting of said right, the Owners, acting by a majority vote shall have the duty and obligation to appoint three (3) persons to act as members of the Committee. Such new members shall not be employees or agents of Declarant or any corporation, partnership, joint venture, or other business entity in which Declarant has an ownership interest or over which Declarant exercises contractual or other control relating to the improvement, development or sale of Lots in the Project. The Owners shall designate one (1) member to serve a term of one (1) year; one (1) member to serve a term of two (2) years and one (1) member to serve a term of three (3) years. Thereafter, the terms of all Architectural Committee members appointed shall be three (3) years. Any new member appointed to replace a member who has resigned or been removed shall serve for the unexpired term of the member whom he has replaced. Members who have resigned, been removed or whose terms have expired, may be reappointed; however, no person shall serve as a member of the Architectural Committee, either as a regular or alternate member, for a period in excess of six (6) years in any ten (10) year period. Upon each appointment and/or removal of a member of the Committee, as set by the recordation of a Notice of Appointment or Removal of appointed and each member or alternate replaced or removed from the Architectural Committee.

6.2.4 Resignations: Any member or alternate member of the Architectural Committee may at any time resign upon written notice delivered to Declarant or to the Owners, whichever then has the right to appoint members.

6.2.5 Vacancies: Vacancies on the Architectural Committee, however caused, shall be filled by the Declarant or the Owners, whichever then has the power to appoint members.

6.3 DUTIES: It shall be the duty of the Architectural Committee to consider and act upon proposals or plans submitted to it pursuant to the terms hereof, to adopt Rules to perform other duties delegated to it by a majority of the Owners and to carry out all other duties imposed upon it by this Declaration.

6.4 MEETINGS: The Architectural Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any two (2) members shall constitute an act by the Committee unless the unanimous decision of its members is otherwise required by this Declaration. The Committee shall keep and maintain a record of all actions taken by it at such meeting or otherwise.

6.5 ARCHITECTURAL COMMITTEE RULES: The Architectural Committee may, from time to time and in its sole discretion, adopt, amend and repeal, by unanimous vote, rules and regulations to be known as "Architectural Committee Rules." Said Rules shall interpret and implement the provisions hereof by setting forth the standards and procedures for Architectural Committee review and guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which may be used in the Project; provided, however, that said Rules shall not be in derogation of the minimum standards required by this Declaration.

6.6 APPLICATION FOR APPROVAL OF IMPROVEMENT: Any Owner, except the Declarant and its agents proposing any work of any kind whatever which requires the prior approval of the Architectural Committee pursuant to Article IV, or any other section of this Declaration, shall apply to such committee for approval by notifying the Architectural Committee of the nature of the proposed work in writing and furnishing such information as the Committee may reasonably require.

6.7 BASIS FOR APPROVAL OF IMPROVEMENTS: The Architectural Committee shall grant the required approval only if:

- (a) The Owner shall have complied with the provisions of Section 6.6 above;
- (b) The Architectural Committee shall find that the plans and specifications conform to this Declaration and to the Architectural Committee Rules in effect at the time such plans were submitted to such Committee; and
- (c) The members of the Architectural Committee in their sole discretion determine that the proposed Improvements would be compatible with the standards of the Project and the purposes of this Declaration as to the quality of workmanship and materials, as to harmony of external design with the existing structures, and as to location with respect to topography and finished grade elevations.

6.8 FORM OF APPROVAL AND DENIAL: All approvals and denials shall be in writing; provided, however, that any request for approval which has not been rejected within forty-five (45) days from the date of submission thereof to the Architectural Committee shall be deemed approved. Any denial of a proposal must state the reasons for decision to be valid.

6.9 PROCEEDING WITH WORK: Upon receipt of approval from the Architectural Committee, the Owner shall, as soon as practicable, satisfy all conditions hereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations pursuant to said approval, said commencement to be in all cases, within one (1) year from the date of such approval. If the Owner fails to comply with this Paragraph, the approval; given shall be deemed revoked unless the Architectural Committee, upon written request of the Owner made prior to the expiration of said one (1) year period, extends the time for such commencement. No such extension shall be granted except upon a finding by the Architectural Committee that there has been no change in the circumstances upon which the original approval was granted.

6.10 FAILURE TO COMPLETE WORK: The Owner must complete the work approved within one (1) year after commencing construction thereof, except and for so long as such completion is rendered 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 an Owner fails to comply with this Paragraph, the Architectural Committee shall notify the Owner of such failure, and the Committee shall proceed in accordance with the provisions of Paragraph 6.11 below as though the failure to complete the Improvement were a non-compliance with approved plans.

6.11 DETERMINATION OF COMPLIANCE:

6.11.1 Upon the completion of any work for which approval is required, the Owner shall give written notice of completion to the Architectural Committee.

6.11.2 Within sixty (60) days thereafter the Architectural Committee, or its duly authorized representative, shall inspect the work performed and determine whether it was performed in substantial compliance with the approval granted or if the Architectural Committee finds that the approval required was not obtained, it shall notify the Owner in writing of such non-compliance within such sixty- (60-) day period. The notice shall specify the particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

6.12 FAILURE TO REMEDY THE NON-COMPLIANCE:

6.12.1 If, upon expiration of thirty (30) days from the date of such notification, the Owner shall have failed to remedy such non-compliance, the Architectural Committee shall notify the Owner in writing of such failure. The Committee shall then set a date on which a hearing before the Committee shall be held regarding the alleged non-compliance. The hearing date shall be not more than thirty (30) days nor less than fifteen (15) days after notice of the non-compliance is given to the Owner by the Architectural Committee. Notice of the hearing date shall be given at least ten (10) days in advance thereof by the Committee to the Owner and, at the Committee's discretion, to any other interested party.

6.12.2 At the hearing, the Owner, the Architectural Committee and, in the Committee's discretion, any other interested person may present information relevant to the question of the alleged non-compliance. After considering all such information, the Committee shall determine whether there is a non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a non-compliance exists, the Committee shall require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Committee's ruling. If the Owner does not comply with the Committee's ruling within such period or within any extension of such period as the Committee, in its discretion, may grant, the Committee, at its option, and at the expense of the Owner, may either remove the non-complying Improvement or remedy the non-compliance.

6.12.3 If for any reason the Architectural Committee fails to notify the Owner of any non-compliance within sixty (60) days after receipt of said notice of completion from the Owner, the Improvement shall be deemed in accordance with said approved plans.

6.13 APPLICATION FOR PRELIMINARY APPROVAL: Any Owner proposing to construct Improvements requiring the prior approval of the Architectural Committee may apply to the Committee for preliminary approval by submission of preliminary drawings of the proposed Improvements in accordance with the Architectural Committee Rules. The purpose of the preliminary approval procedure is to allow an Owner proposing to make substantial Improvements an opportunity to obtain guidance concerning design considerations before expending substantial sums for plans and other exhibits required to apply for final approval. Applications for preliminary approval shall be considered and disposed of as follows:

6.13.1 Within thirty (30) days after proper application for preliminary approval, the Architectural Committee shall consider and act upon such request. The Architectural Committee shall grant the approval only if the proposed Improvement, to the extent its nature and characteristics are shown by the application, would be entitled to a final approval on the basis of a full and complete application. Failure of the Architectural Committee to act within said thirty (30) day period shall constitute an approval. In granting or denying approval, the Architectural Committee may give the applicant such directions concerning the form and substance of the final application for approval as it may deem proper or desirable for the guidance of the applicant.

6.13.2 Any preliminary approval granted by the Architectural Committee shall be effective for a period of ninety (90) days from the date of issuance. During said period, any application for final approval which is substantially consistent with the provisions of the preliminary approval, and which is otherwise acceptable under the terms of this Declaration and architectural rules and guidelines in effect at the date of preliminary approval, shall be approved by the Architectural Committee.

6.13.3 In no event shall any preliminary approval be deemed to be an approval authorizing construction of the subject Improvements.

6.14 WAIVER: The approval by the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

6.15 ESTOPPEL CERTIFICATE: Within thirty (30) days after written demand is delivered to the Architectural Committee by any Owner, and upon payment to the Committee of a reasonable fee (as fixed from time to time by the Architectural Committee), the Architectural Committee shall record and file an estoppel certificate, executed by any two (2) of its members, certifying (with respect to any Lot of said Owner) that as of the date thereof either: (i) the work completed complies with this Declaration, or (ii) the work completed does not comply. 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 said certificate with respect to the matters therein set forth, such matter being conclusive as between the Committee, Declarant and all Owners and such persons deriving any interest through them.

6.16 LIABILITY: Neither Declarant nor the Architectural Committee nor any its members shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of: (i) the approval or disapproval of any plans, drawings and/or specifications, whether or not defective, or (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (iii) the development of any property within the Project, or (iv) the execution and filing of an estoppel certificate pursuant to Section 6.15, whether or not the facts therein are correct; provided, however, that such member has acted in good faith on the basis of such information as may be possessed by said member. Architectural Committee, or any member thereof, may but is not required to, consult with or hear the views of any Owner with respect to any plans, drawings, specifications or any other proposal submitted to the Architectural Committee.

6.17 NON-APPLICABILITY TO DECLARANT: The provisions of this Article shall not apply to the initial development or construction of Improvements in the Project by Declarant, whether prior to or after conveyance of a Lot to an Owner.

## ARTICLE VII

### DECLARANT'S DEVELOPMENT RIGHTS

7.1 LIMITATIONS OF RESTRICTIONS: Declarant is undertaking the work of constructing residential single-family Residences and incidental Improvements within the Project. The completion of that work and the sale, rental and other disposal of said Residences is essential to the establishment and welfare of the Project as a residential community. In order that said work may be completed and the Project established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

7.1.1 Prevent Declarant, its contractors, or subcontractors, from doing on the Project or any Lot therein, whatever is reasonably necessary or advisable in connection with the completion of said work; or

7.1.2. Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Project, including property, if any, annexed thereto, such structures as may be reasonably necessary from the conduct of its business of completing said work and establishing the Project as a residential community and disposing of the same in parcels by sale, lease, or otherwise; or

7.1.3. Prevent Declarant from conducting on any part of the Project, including property, if any, annexed thereto, its business of completing said work and of establishing the Project as a residential community and of disposing of the Project in parcels or Lots by sale, lease or otherwise; or

7.1.4 Prevent Declarant from maintaining such sign or signs on any portion of the Project as may be necessary for the sale, lease or disposition thereof; or

7.1.5 Prevent Declarant from revising or changing the original design of all or part of the Improvements within the Project.

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

8.1 RIGHTS OF CITY: The City of Suisun City is hereby granted the right, but not the duty, to enter upon the Project, after reasonable notice to the affected Owner(s) and opportunity for a hearing, to make or cause to be made any repairs or engage in any maintenance necessary to abate any nuisances, health or safety hazards, and where appropriate to assess the Owner(s) for any such repair or maintenance.

8.2 TERM OF DECLARATION: The provisions of this Declaration shall continue in effect for a term of fifty (50) years from the date of recordation of this Declaration; thereafter this Declaration shall be automatically extended for successive periods of ten (10) years, until a majority vote of the Owners shall determine that this Declaration shall terminate.

8.3 AMENDMENTS: After the first conveyance to a Public Purchaser or title to a Lot, this Declaration may be amended by a vote or written consent of record Owners constituting not less than seventy-five percent (75%) of all Owners other than Declarant. Said amendment shall be effective upon the recordation in the Office of the Recorder of the County of an instrument in writing executed by said Owners in the manner provided by law for the conveyance of real property and upon such recordation such amendment shall be valid and binding upon all Owners, and their successors in interest.

8.4 ENFORCEMENT: Any Owner shall have the right to institute such legal action as may be necessary to enforce the terms and covenants and conditions of this Declaration, or to recover damages from any other Owner(s) for a violation of the provisions hereof. Each remedy provided by this Declaration is cumulative and not exclusive. The failure to enforce the provisions of any covenants, conditions or restriction contained in this Declaration shall not constitute a waiver or any right to enforce any such provisions or any other provisions of this Declaration. The Declarant shall not be responsible to enforce the terms, covenants and conditions and restrictions of this Declaration if the Declarant is not an owner of any real property described in article 1.1.1.

8.5 SUBORDINATION: A breach of any of the conditions contained herein or 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 or for value on any Lot, or any part thereof, but said conditions shall be binding upon and effective against any Owner of said Lot whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

8.6 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 the Project.

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

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

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

8.10 REDISTRIBUTION OF MANAGEMENT DOCUMENTS: Upon the resale of any Lot by any Owner, the Owner shall supply to the buyer of the Lot a copy of this Declaration.

8.11 EXHIBITS: All exhibits attached to this Declaration are incorporated by this reference as though fully set forth herein.

8.12 CONFLICT: In the event of a conflict, the provisions of this Declaration shall prevail over the Rules.

8.13 ARBITRATION: In the event that any dispute or controversy arises between any of the Owners with respect to this Declaration, the same shall, at the election of any such Owner, be submitted to arbitration to and in accordance with the rules and procedures of JAMS/Endispute and shall be conducted at its office nearest to the Subject Property. The cost of arbitration and reasonable travel costs shall be borne by the losing party or in such proportion as the arbitrator may decide.



IN WITNESS WHEREOF, the undersigned Declarant has executed the within Declaration the day and year first above written.

DECLARANT:

HOFMANN CONSTRUCTION CO.,  
a California corporation

By: Thomas A. Whalen  
Name: Thomas A. Whalen  
Title: President

State of California, County of Contra Costa

On this 22<sup>nd</sup> day of June, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas A. Whalen, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

Sandra K. Curran  
Notary Public in and for said state



END OF  
DOCUMENT