



PLACER TITLE COMPANY
A MOTHER LODE COMPANY

NOTICE

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3-28-1989

COMMERCIAL (M.G.)

801 00 00 00

COMMERCIAL (M.G.)
RONALD J. AZEVEDO

COMMERCIAL (M.G.)
RONALD J. AZEVEDO

FEES _____ PP. _____

FEES _____ PP. _____

DECLARATION OF COVENANTS

CONDITIONS AND RESTRICTIONS OF

CALIFORNIA VILLAS

VILLAS AT LAWLER RANCH

RECORDED AT THE OFFICE OF
First American Title Co.

09 APR 28 AM 8:30

FEES _____
PP. _____
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Kaufman and Broad of Northern California, Inc.
6379 Clark Avenue
Dublin CA 94558
(415) 829-4500

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS OF
CALIFORNIA VILLAS
VILLAS AT LAWLER RANCH

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DEFINITIONS

1. COUNTY:
The term "County" shall mean the County of Solano, State of California.
2. DECLARANT:
The term "Declarant" shall mean KAUFMAN AND BROAD OF NORTHERN CALIFORNIA, INC., a California corporation.
3. DECLARATION:
The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions of California Villas and any amendments hereto.
4. LOT: The term "Lot" shall mean Lots 1 through 200, inclusive, as shown on the Map and all improvements thereon.
5. MAP: The term "Map" shall mean the subdivision map of VILLAS AT LAWLER RANCH recorded on June 29, 1988, in the office of the County Recorder of the County of Solano, California in Book 52 of Maps, at page 75, including any subsequently recorded amended final maps, certificates of correction, lot line adjustments and/or records of survey.
6. RESIDENCE:
The term "Residence" shall mean a dwelling unit designed for human occupancy.
7. EASEMENT:
A right created by grant, reservation, agreement, prescription, or necessary implication, which one has in the land of another. It is either for the benefit of land (appurtenant), such as right to cross A to get to B, or "in gross", such as a public utility easement.
8. EASEMENT APPURTENANT:
An easement for the benefit of another parcel of land, such as the right to cross parcel A to reach B. The easement will pass with the transfer of property to a new owner.
9. DOMINANT TENEMENT:
The Lot for which the benefit or advantage of an easement exists.
10. SERVIENT TENEMENT:
The lot subject to an easement in favor of another lot.

RETURN TO:

Kaufman and Broad of
Northern California, Inc.
6379 Clark Avenue
Dublin, CA 94568
Attn. Vernell Torgensen

DECLARATION OF RESTRICTIONS

CALIFORNIA VILLAS

VILLAS AT LAWLER RANCH

Whereas, the undersigned, the owner of all real property in the County of Solano, City of Suisun City, State of California, described as follows:

Lots 1 through 200, inclusive, as said lots are shown on the map entitled Villas At Lawler Ranch, filed June 29, 1988, in the office of the County Recorder of the County of Solano, California in Book 52 of Maps, at page 75 and

WHEREAS, it is in the desire of the undersigned owner to impose salutary and desirable covenants, conditions and restrictions upon the use of said real property for the benefit of any and all persons owning all or a portion of said real property.

NOW, THEREFORE, said undersigned owner does hereby declare that the real property hereinabove described and each lot and plot therein is held and shall be conveyed subject to the covenants, conditions and restrictions hereinafter set forth, as follows:

PART A

RESIDENTIAL AREA COVENANTS

A-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more/or less than two cars per dwelling unit.

A-2. ARCHITECTURAL CONTROL. No building/structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the building/structure have been approved by the Architectural Control Committee as to harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. If television cable is available, no antennas (including satellite dishes) are allowed without prior approval by the Architectural Control Committee. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line similarly approved. Approval shall be as provided in Part C.

A-3. DAMAGE OR DESTRUCTION. If all or any portion of a Lot or the improvements on a Lot is/are damaged by fire or other casualty, the owner shall restore the damaged improvements so that they are in substantially the same condition in which they existed prior to the damage, unless the approval of the Architectural Control Committee is obtained for other plans. The owner must commence such work within sixty (60) days after the damage occurs and must complete the work within one (1) year thereafter."

A-4. 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.

A-5. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tents, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

A-6. 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 builder to advertise the property during the construction and sale period.

A-7. LIVESTOCK AND POULTRY. No animal, 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 a commercial purpose.

A-8. 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 sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

A-9. 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, mineral 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, except that all oil, gas, casinghead gas, asphaltum and other hydrocarbons, and all chemical gas on or hereafter found situated or located in all or any part or portion of the lands above described, lying more than five hundred feet (500 feet) below the surface thereof, as reserved by the Declarant herein, together with the right to slant drill for and remove all or any of said oil, gas, casinghead gas, asphaltum and other hydrocarbons, and all chemical gas lying below a depth of more than five hundred feet (500 feet) below the surface thereof, and the right to grant leases for all or any of said purposes; but without right whatsoever to enter upon the surface of said lands within five hundred feet (500 feet) vertical distance below the surface thereof.

A-10. WATER RESERVATIONS. Declarant hereby reserves all overlying and other water rights, including, without limitations, the right to appropriate water and distribute it to other properties without any right to the use of the land or rights in/or to any portion of the surface of said land. The owner of the reserved water rights covenants that it will not exercise the rights reserved except below 100 feet from the surface of said land. Breach of the foregoing covenant shall not terminate or forfeit the right so reserved, and injunctive relief may be sought and obtained to prevent or remedy any such breach.

A-11. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways, 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 25 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 distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

A-12. PRESERVATION OF VIEW. No tree, shrubbery or other obstruction (i.e. satellite dish) 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. The questions of unreasonableness shall be determined by the Architectural Control Committee provided for in Part C 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 in order to preserve the view from the principal residence of other lots in this tract.

A-13. SOLAR EASEMENT. No property owner shall maintain on his particular lot any structure or landscaping which obstructs the right of his adjacent owners to receive reasonable amounts of solar energy.

A-14. SLOPE CONTROL. 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.

A-15. MAINTENANCE OF DISTRICT AREAS. California Villas is a part of the Lawler Ranch Facilities Maintenance Assessment District which is to maintain community facilities such as the tidal slough, arterial and collector landscaping, parks and street lighting. Costs are determined by the ENGINEER'S REPORT ON LAWLER RANCH FACILITIES MAINTENANCE ASSESSMENT DISTRICT and will be assessed on property tax bills.

There may also be a Hello-Roos Community Facilities District formed for a school project. If that occurs, property tax bills would reflect the necessary assessment.

A-16. AUTOMOBILE, BOAT AND TRAILER STORAGE. No trailer, boat, camper, camper-shell, house trailer or any automobile in non-operable condition shall be parked, left or stored upon any lot for more than 24 hours unless the same is parked, left stored in a garage or other enclosure sufficient to screen such automobile, trailer or camper from view from all public streets. No boat of any kind shall be parked, left or stored upon any lot 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.

A-17. COMMERCIAL VEHICLES. No commercial vehicle exceeding three-quarters (3/4) of a ton shall be kept or stored upon any lots unless such vehicle is kept or stored in an enclosed garage when not in use. No commercial vehicle, owned or in the possession or under the control of any resident or occupant in the project, shall be parked overnight within said subdivision. "Commercial vehicle," for this purpose, shall include, but not be limited to, any truck, pickup, van, bus, tractor, station wagon, taxi, automobile or other vehicle used primarily for business or other commercial purposes as distinguished from vehicles used primarily for the transportation of persons other than for hire or other than for business or other commercial purposes.

A-18. GARAGE CONVERSIONS. No owner of a lot shall convert the garage, which is attached to the residential family structure, to a family room, living room, bedroom, or other such room which would normally be considered a 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.

PART B

EASEMENTS

B-1. ACCESS/ENCROACHMENTS. Each owner of a lot is hereby granted an easement over all adjoining property for the purposes of: (i) accommodating eaves, overhangs, bay windows, fireplaces, roof leaders, gas and electric meters, storm drains, utilities, planter boxes, awnings, wood trim, stucco, sewer cleanouts, and other similar projections created in/on any residential structure situated on any such lot or the reconstruction or repair of improvements on any such lot in accordance with plans and specifications approved by the architectural committee; (ii) accommodating encroachments due to original engineering or surveying, original construction by Declarant, or settlement or shifting or movement of a building or other structure; (iii) maintaining, repairing and reconstructing such eaves, overhangs, projections and encroachments; (iv) accepting water from drainage facilities systems, and patterns including without limitation, drainage from other residence roofs, gutters, downspouts, atriums and drainage from any other lot, all as established by Declarant.

B-2. EASEMENTS FOR UTILITIES AND DRAINAGE. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the filed map of Villas At Lawler Ranch. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or flow of 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 a public authority or utility company is responsible.

B-3. PARTY FENCES. Any fence originally constructed and placed upon a common lot boundary line shall be a "party fence". Each owner of a lot upon which a party fence is situated shall own to the center of the party fence. Each owner of a lot containing a party fence and the lot upon which such party fence is located shall have a reciprocal non-exclusive easement over and across such portions of the contiguous lot as is necessary to maintain such fence. No owner shall do anything which may alter, damage, impair, or tend to alter, damage or impair the structural integrity of the party fence. No additions, alterations, repairs, or restoration to any improvement on any lot shall be commenced, erected, or maintained until the plans and specifications showing the nature, kind, shape, height, materials, locations and approximate costs of the same shall have been approved in writing by all owners whose lots adjoin the fence. If any party fence is damaged or destroyed through the act of an owner or any of his family, guests, or agents so as to deprive the other adjoining lot owner or owners of the full use and enjoyment of such fence, then the first of the aforementioned owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly existed, without cost to the adjoining owner or owners. If any party fence is damaged or destroyed by some cause (including normal wear and tear and deterioration from age), other than the act of one of the adjoining lot owners, his agents, guests or family, all owners whose lots adjoin such fence shall proceed forthwith to rebuild or repair the same to as good condition as formerly existed, at their joint and equal expense. If a dispute arises between owners with respect to the repair or rebuilding of a party fence or with respect to the sharing of the cost thereof, such lot owners shall submit the matter to binding arbitration to, and under the rules of, the American Arbitration Association.

B-4. FOR SIDEYARDS. Each owner of a lot (the Dominant Tenement) whose sideyard is bounded by a fence and a structural wall of the neighboring Residence shall have a non-exclusive appurtenant easement over and across that portion of the adjacent Lots (the Servient Tenements) which is included within the sideyard fencing. Each such easement (the "Sideyard Easement") is shown on Exhibit's "A" and "C" attached. Each Dominant and Servient Tenement is

identified on Exhibit "B" attached. The purpose of each Sideyard Easement is to permit the Owner of the Dominant Tenement to use those portions of the Servient Tenement which are bounded by a structural wall of a Residence and by a fence so as to appear to be included within the Dominant Tenement. Each Sideyard Easement shall be to the approximate boundaries shown on Exhibit "C"; however, the actual boundaries shall be to the structural wall and fences situated on the Servient Tenement. Each Sideyard Easement shall be for the purpose of permitting the owner of the Dominant Tenement to use the Sideyard Easement in any manner which is consistent with this Section and with this Declaration. No permanent structural improvement may be built or placed within the Sideyard Easement. No structure may be built or placed within the Sideyard Easement that would unreasonably interfere with the ability of the owner of the Servient Tenement to maintain the structural wall of his residence. Each owner of a Sideyard Easement shall be responsible for landscaping and maintaining the Sideyard Easement up to the structural wall and fence on the Servient Tenement.

The Sideyard Easement shown on Exhibit "C", if inconsistent with the Sideyard Easement shown on the Final Map, filed June 29, 1938, in the office of the County Recorder of the County of Solano, California in Book 52 of Maps, at page 75 shall replace, control and limit the Sideyard Easement for maintenance shown on the Final Map.

B-5. FOR FRONT YARDS. Each owner of a lot (the Dominant Tenement) whose front yard is bounded by a fence, a structural wall or the neighboring Residence and the driveway of the neighboring Residence shall have a non-exclusive appurtenant easement over and across that portion of the adjacent Lot (the Servient Tenement) which is bounded by a party fence, a structural wall of the neighboring Residence, the driveway of the neighboring Residence and the street. Each such easement (the "Front Yard Easement") is shown on Exhibit "C" attached. Each Dominant and Servient Tenement is described on Exhibit "B" attached. The purpose of each Front Yard Easement is to permit the Owner of the Dominant Tenement to use those portions of the Servient Tenement which are within the boundaries described. With the exception of Lot 160, each Front Yard Easement shall be to the approximate boundaries shown on Exhibit "C"; however, the actual boundaries shall be to the structural wall, the fence and the driveway situated on the Servient Tenement. The boundaries of the Front Yard Easement on Lot 160 shall be as shown on Exhibit "C". Each Front Yard Easement shall be for the purpose of permitting the Owner of the Dominant Tenement to landscape and maintain the Front Yard Easement in a manner which is consistent with this Declaration. No structure may be built or placed within the Front Yard Easement except as originally constructed by Declarant or, in the event of damage, except as reconstructed in accordance with the original construction. Each Owner of a Front Yard Easement shall be responsible for landscaping and maintaining the Front Yard Easement up to the structural wall, fence and driveway on the Servient Tenement.

B-6. RIGHT OF ACCESS FOR MAINTENANCE. Each owner of a Servient Tenement defined in Paragraph B-4 shall have a right of entry over and across the corresponding Dominant Tenement for the purposes of maintaining and repairing the structural wall of the Residence upon the Servient Tenement which comprises a boundary of the Sideyard Easement. The right of entry includes the right to transport materials and equipment which are to be used in the maintenance and repair activities and includes the Owner's employees and agents who are engaged in performing the maintenance or repair. Except in an emergency, the Owner of the Servient Tenement shall give the Owner of the Dominant Tenement at least ninety-six (96) hours notice of his intention to exercise the right of entry granted herein. The right of entry and maintenance and repair activities may be exercised only during daylight hours, unless the Owner of the Dominant Tenement agrees otherwise.

PART C

ARCHITECTURAL CONTROL COMMITTEE

C-1. MEMBERSHIP. The initial members of the Architectural Control Committee are John E. Polk, President, Larry Rogers, Director of Consumer Affairs and C. Boyd Roberts, Vice-President of Sales, located at 6379 Clark Avenue, Dublin, CA 94568. 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. On the first date that Declarant no longer owns any lot in the project, all of the initial members of the Architectural Control Committee who have not resigned shall automatically be deemed to have resigned. Thereafter, the then record owners of a majority of the lots (based on one (1) vote for each lot) shall have the power, through a duly recorded written instrument, to change the membership of the Committee or withdraw from the Committee or restore to it any of its powers and duties. In the event that a majority of the record owners do not, through a duly recorded written instrument, change the membership of the Committee, the powers of said Committee shall revert to the City of Suisun City to enforce.

C-2. 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 any event if no suit to enjoin the construction has been commenced and/or prior to the completion thereof, Architectural Control Committee approval will not be required and the related covenants shall be deemed to have been fully complied with.

C-3. NON-APPLICABILITY TO DECLARANT. Declarant shall not be required to obtain the consent of the Architectural Control Committee for any work performed on any lot as long as Declarant has obtained all approvals and permits required by the City of Suisun.

C-4. PERMITS AND INSPECTIONS. Approval by the Architectural Control Committee of any plans submitted to it shall not relieve any owner from obtaining all permits and inspections required by law.

PART D

GENERAL PROVISIONS

D-1. TERMS. All of the restrictions, conditions, covenants and agreements shall affect all of the lots as hereinabove set forth and are made for the direct and reciprocal benefit thereof, and in furtherance of a general plan for the improvement of said tract, and the covenants shall attach to and run with the land. Said restrictions, conditions and covenants shall be binding on all parties and all persons claiming under them for a period of 35 years. Thereafter, the term of this Declaration shall be automatically extended for successive five (5) year periods unless the owners of at least fifty-one percent (51%) of the lots subject to this Declaration vote to terminate this Declaration. Such vote shall be evidenced by a written instrument executed by such owners in the manner provided by law for the conveyance of real property and shall be effective upon its recordation in the Official Records of the County of Solano.

D-2. ENFORCEMENT. If the parties hereto, or their successors shall violate or attempt to violate any of the covenants herein before or during any of the extended periods for which they are in force, it shall be lawful for any person owning any real property subject thereto, to prosecute any proceedings at law or in equity

against the person or persons violating or attempting to violate any such covenants, or either to prevent him or them from so doing or to recover damages or other dues for such violation. The City of Suisun City in its sole discretion may enforce any or all of these covenants.

D-3: **AMENDMENT.** The provisions of this Declaration may be amended by a vote of at least fifty-one percent (51%) of the Owners, based on one (1) vote per lot. An amendment shall be effective upon the recordation of a Written instrument signed by any three (3) owners which sets forth the terms of the amendment and states that at least fifty-one percent (51%) of the owners, based on one (1) vote per lot, approved the amendment. As long as Declarant owns one (1) or more lots subject to this Declaration, this Declaration may not be amended without the consent of Declarant.

D-4: **MORTGAGE PROTECTION.** A breach of any of the conditions contained herein or any re-entry 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 a lot or any part thereof; but said conditions shall be binding upon and effective against any owner of a lot whose title thereto is acquired by foreclosure, Trustee's Sale or otherwise.

D-5: **SEVERABILITY.** Invalidation of any one or more 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.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 10 day of March, 1989.

KAUFMAN AND BROAD OF NORTHERN CALIFORNIA, INC.

By:

John E. Polk
John E. Polk, President

A. Villar

3002 (1/82) - (Corporation) First American Title Insurance Company

STATE OF CALIFORNIA
COUNTY OF Alameda
On March 13, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared John E. Polk and
_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument as _____, President and _____, Secretary on behalf of Broad of Northern California, Inc.
the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.



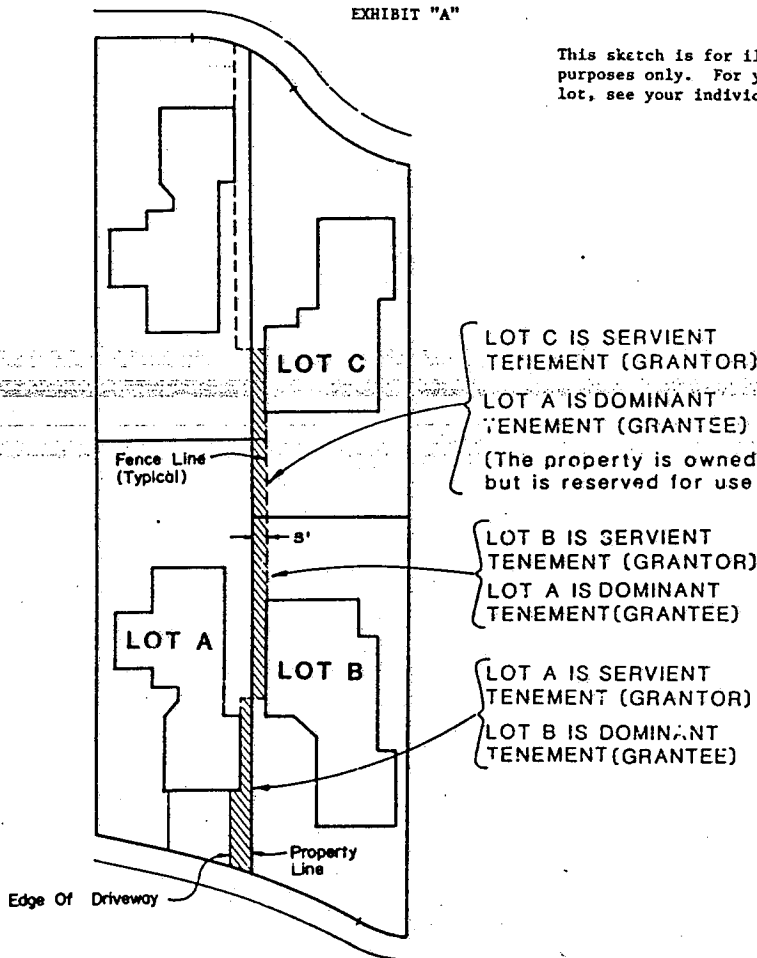
Signature

Donna Connor

(This area for official notarial seal)

EXHIBIT "A"

This sketch is for illustrative purposes only. For your particular lot, see your individual plot plans.



TYPICAL EASEMENT CONFIGURATION AND USE ASSIGNMENT



CREEGAN + D'ANGELO
Engineers • Planners • Surveyors

SAN JOSE, FAIRFIELD, MONTEREY, PLEASANTON, CALIFORNIA • PHOENIX, ARIZONA
1040 UNION AVENUE • SUITE A • FAIRFIELD, CALIFORNIA 94533 • (707) 429-5300

APPROVED BY:

EXP. DATE

R.E. NO.

DATE

| | | | |
|--------------|-----|-------------|----------|
| DRAWN BY: | MKE | DATE: | 7/18/89 |
| CHECKED BY: | ARS | SCALE: | 1" = 30' |
| APPROVED BY: | ARS | JOB NO.: | 688087.1 |
| SHEET 1 OF 1 | | DRAWING NO. | |
| A | | REV. NO. | |

EXHIBIT "B"

SIDEYARD EASEMENTS FOR MAINTENANCE

Villas at Lawler Ranch

LOTS 1 THROUGH 200

Each easement is parallel to the Lot boundary which divides the Dominant Tenement from the Servient Tenement, extends from the front Lot Line to the rear Lot line of the Servient Tenement, and is approximately 3.0 feet wide.

(The Dominant Tenement is the Lot that is entitled to use a portion of someone else's Lot. The Servient Tenement is the Lot that has an easement upon it which someone else can use.)

DOMINANT TENEMENT

SERVIENT TENEMENT

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|----|--------|
| 1 | 2 |
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| 9 | 8 |
| 10 | None |
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DOMINANT TENEMENT

SERVIENT TENEMENT

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114, 119
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120, 122
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DOMINANT TENEMENT**SERVIENT TENEMENT**

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|-----|---------------|
| 123 | 124 |
| 124 | 123, 125 |
| 125 | 124, 126 |
| 126 | 125, 127 |
| 127 | 126, 128 |
| 128 | 127, 129 |
| 129 | 128 |
| 130 | 131 |
| 131 | 130, 132 |
| 132 | 131, 133 |
| 133 | 132, 134 |
| 134 | 133, 135 |
| 135 | 134, 136 |
| 136 | 135 |
| 137 | 138 |
| 138 | 137, 139, 150 |
| 139 | 138, 140, 149 |
| 140 | 139, 141, 142 |
| 141 | 140, 142 |
| 142 | 141, 143 |
| 143 | 142 |
| 144 | 145 |
| 145 | 144, 146 |
| 146 | 145, 147 |
| 147 | 146, 148 |
| 148 | 147, 149 |
| 149 | 148, 150 |
| 150 | 149 |
| 151 | 152 |
| 152 | 151, 153 |
| 153 | 152, 154 |
| 154 | 153, 155 |
| 155 | 154, 156 |
| 156 | 155, 157 |
| 157 | NONE |
| 158 | 159 |
| 159 | 158, 160 |
| 160 | 159, 161 |
| 161 | 160, 162 |
| 162 | 161, 163 |
| 163 | 162, 164 |
| 164 | 163, 165 |
| 165 | 164, 166 |
| 166 | 165 |
| 167 | 168 |
| 168 | 167, 169 |
| 169 | 168, 170 |
| 170 | 169, 171, 162 |
| 171 | 170, 172 |
| 172 | 171, 173 |
| 173 | 172, 174 |
| 174 | 173, 175 |
| 175 | 174 |
| 176 | NONE |
| 177 | 178 |
| 178 | 177, 179 |
| 179 | 178, 180 |
| 180 | 179 |
| 181 | NONE |
| 182 | NONE |
| 183 | 184 |
| 184 | 183 |
| 186 | 187 |
| 187 | 188 |
| 188 | 187 |
| 189 | 190 |
| 190 | 189, 191 |
| 191 | 190, 192 |
| 192 | 191 |

DOMINANT TENEMENT

193
194
195
196
197
198
199
200

SERVIENT TENEMENT

192, 186
193
196
195, 197
196, 198
197, 199
198, 200
199

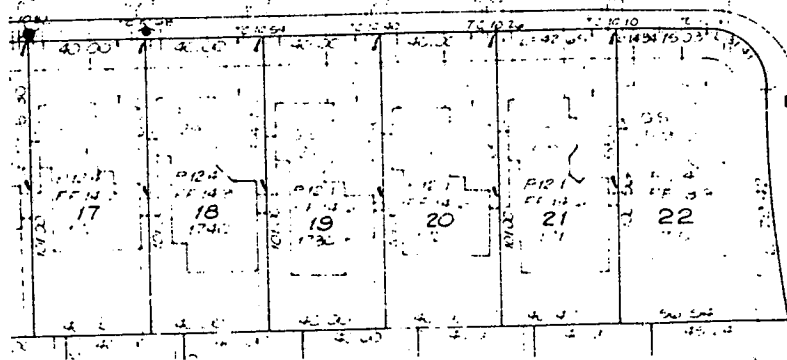
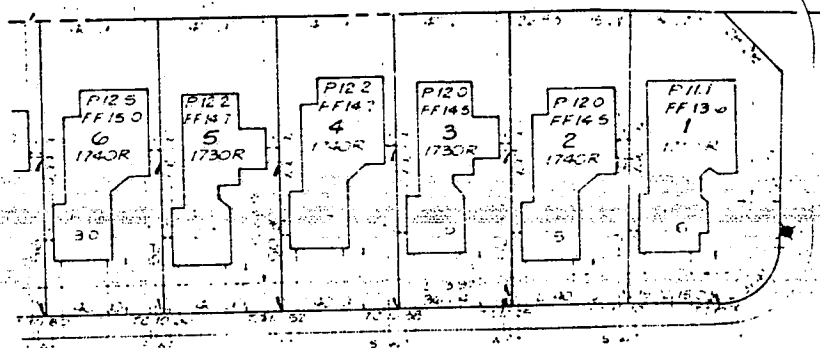


EXHIBIT C
SHEET 1 OF 20
LOTS 1-6 & 17-22

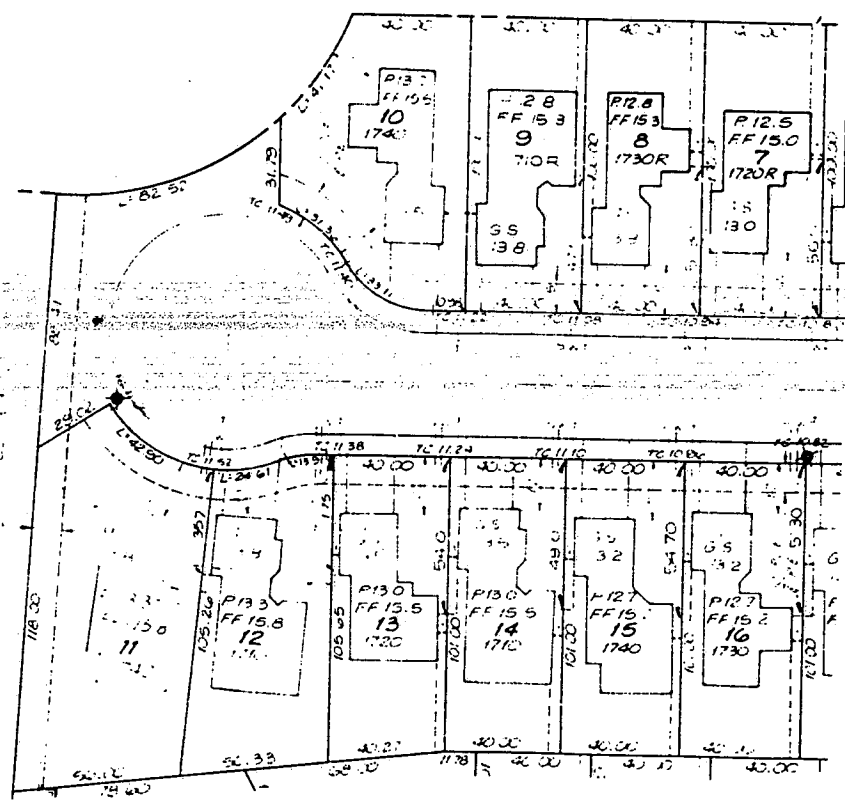


EXHIBIT C
SHEET 2 OF 20
LOTS 7 - 16

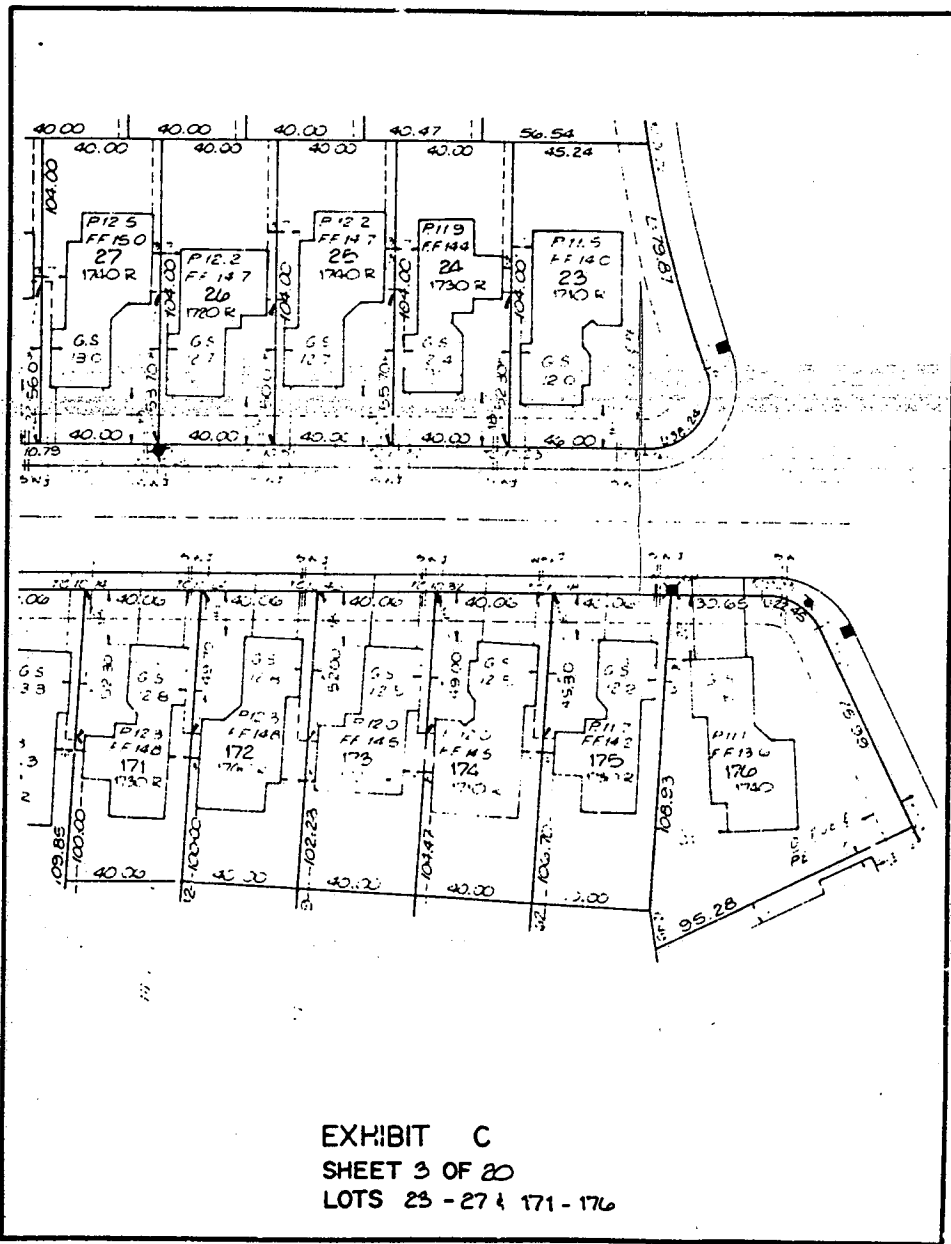


EXHIBIT C
SHEET 3 OF 20
LOTS 23 - 27 & 171 - 176

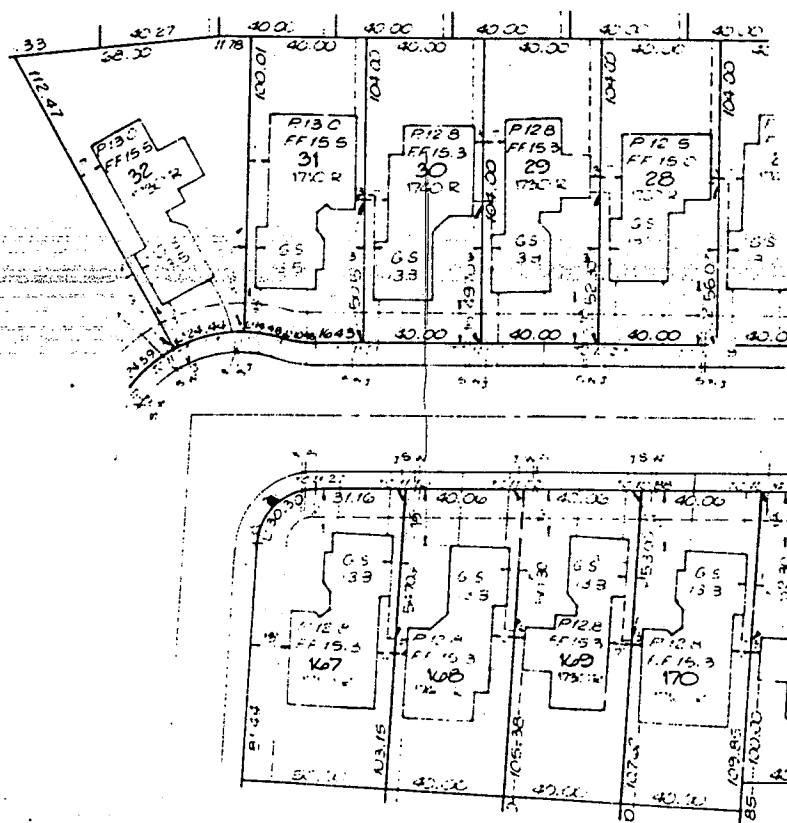


EXHIBIT C
SHEET 4 OF 20
LOTS 28 - 32 & 167-170

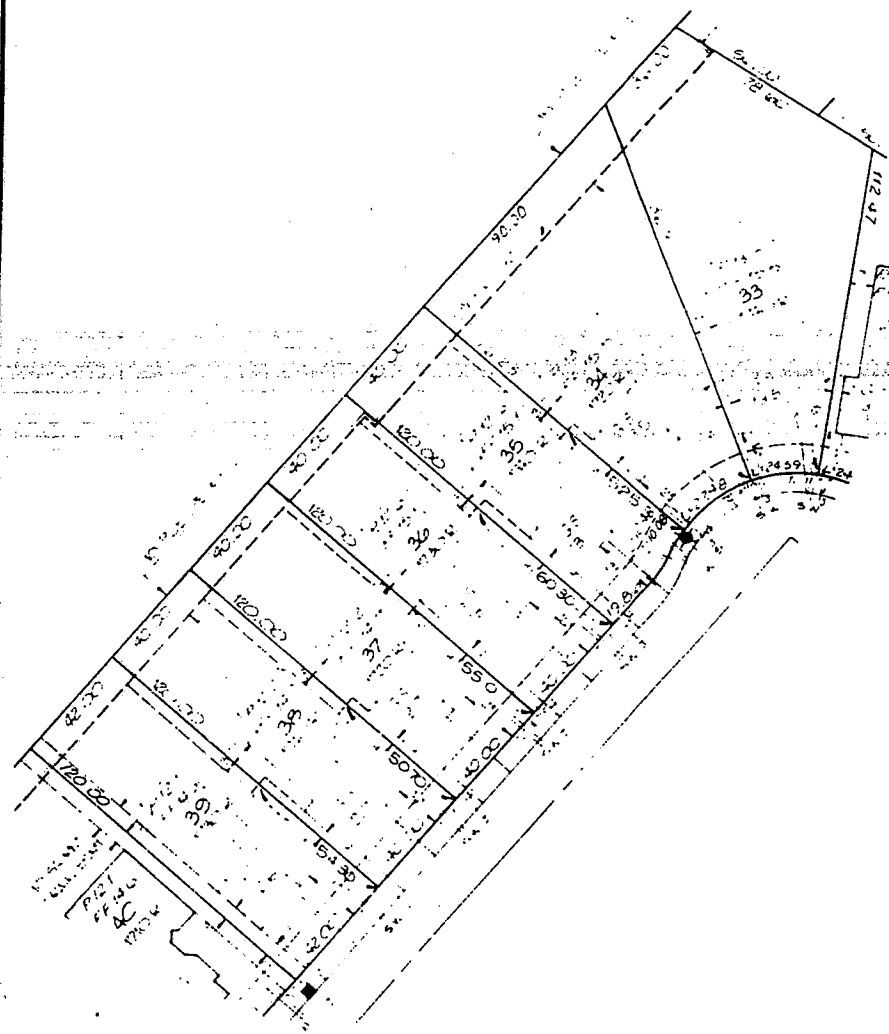


EXHIBIT C
SHEET 5 OF 20
LOTS 33 - 39

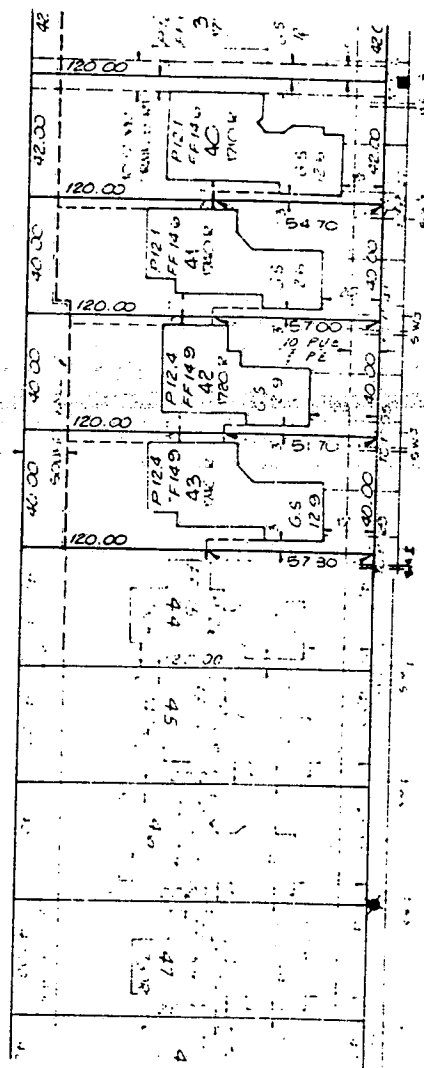


EXHIBIT C
SHEET 6 OF 20
LOTS 40 - 47

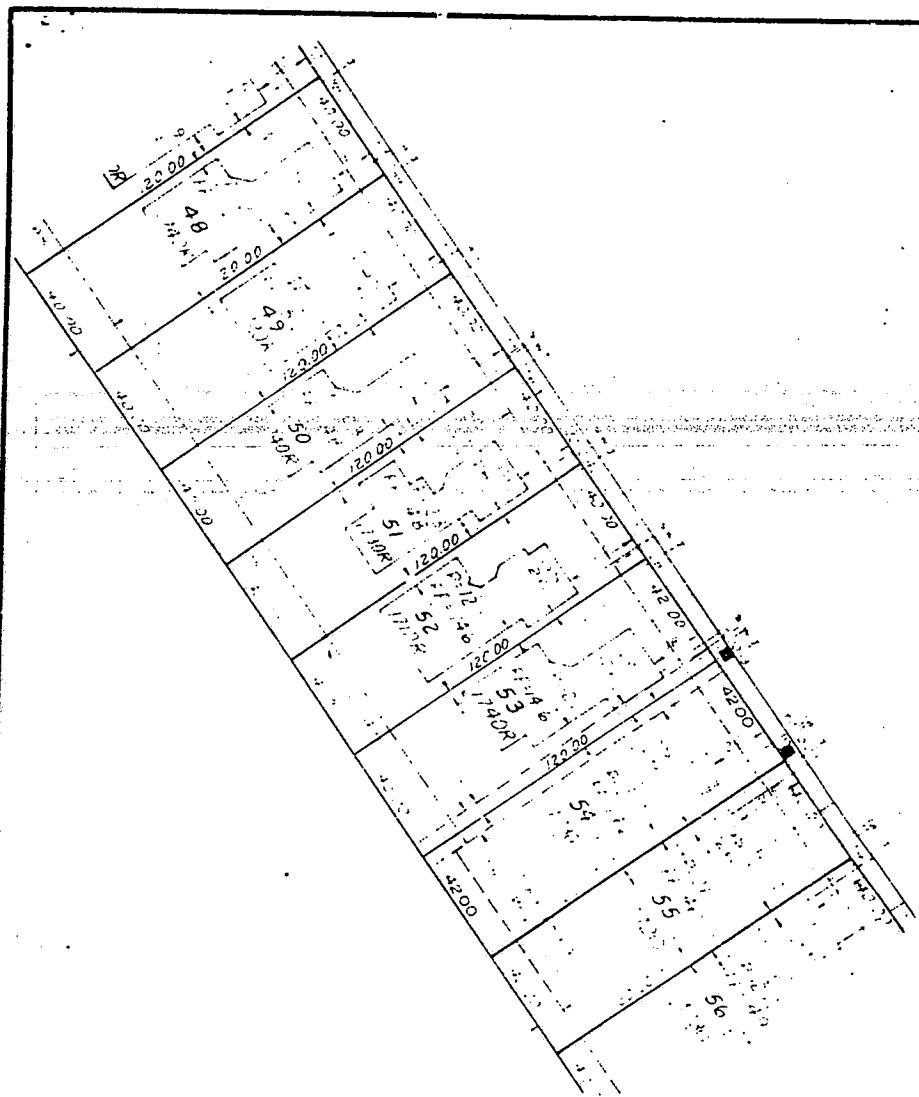
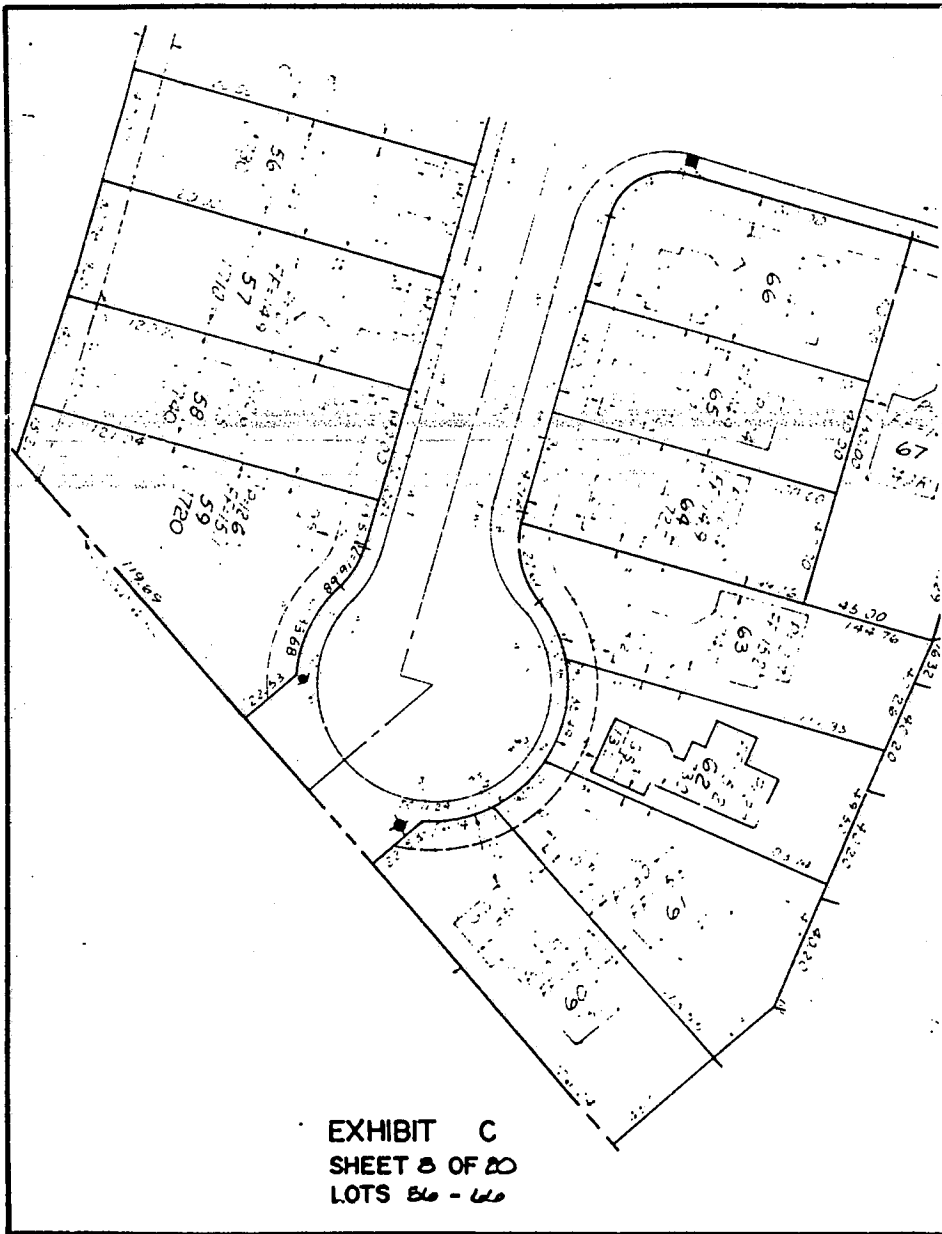


EXHIBIT C
SHEET 7 OF 20
LOTS 48 - 55



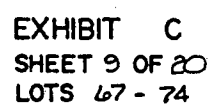


EXHIBIT C
SHEET 9 OF 20
LOTS 67 - 74

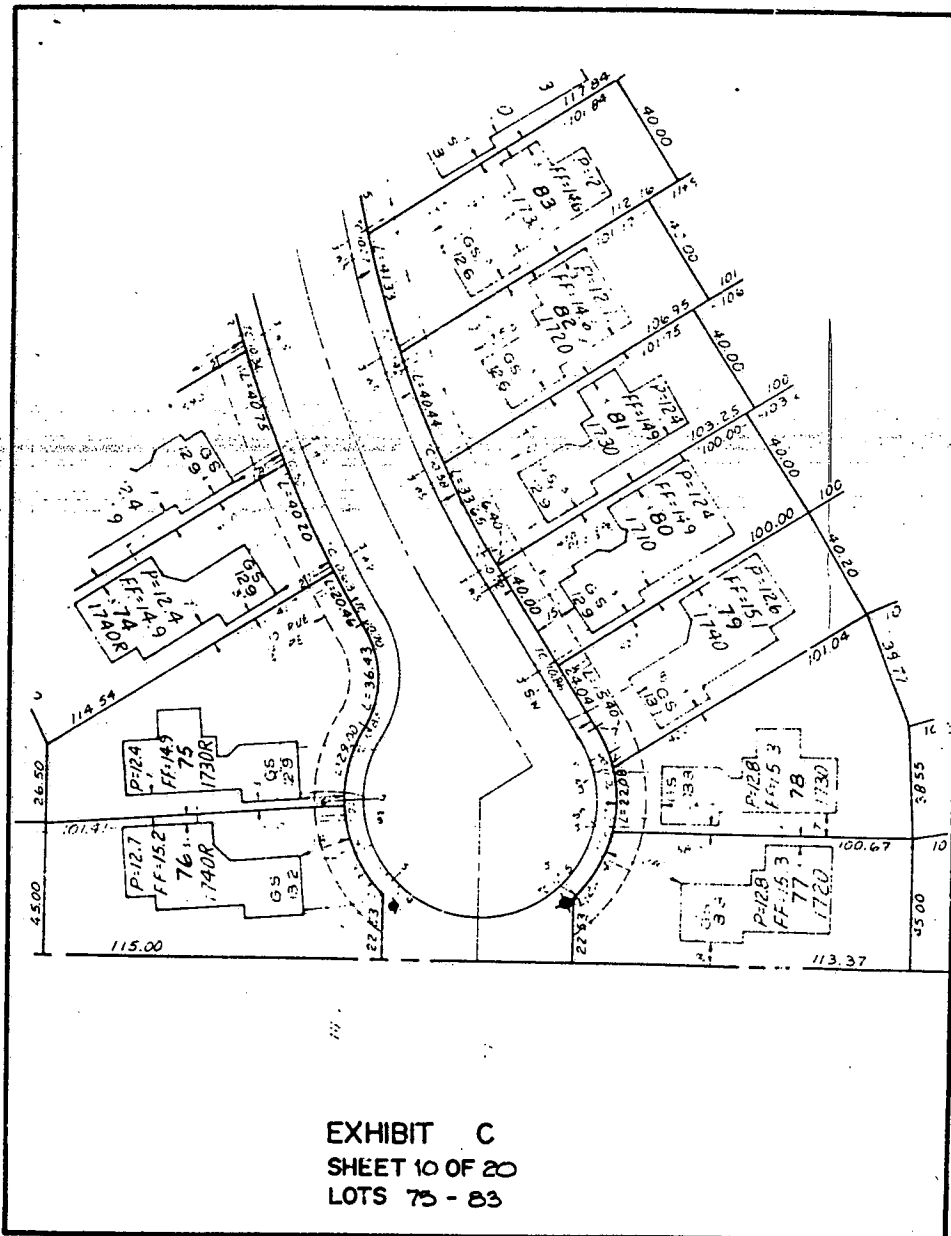


EXHIBIT C
SHEET 10 OF 20
LOTS 75 - 83

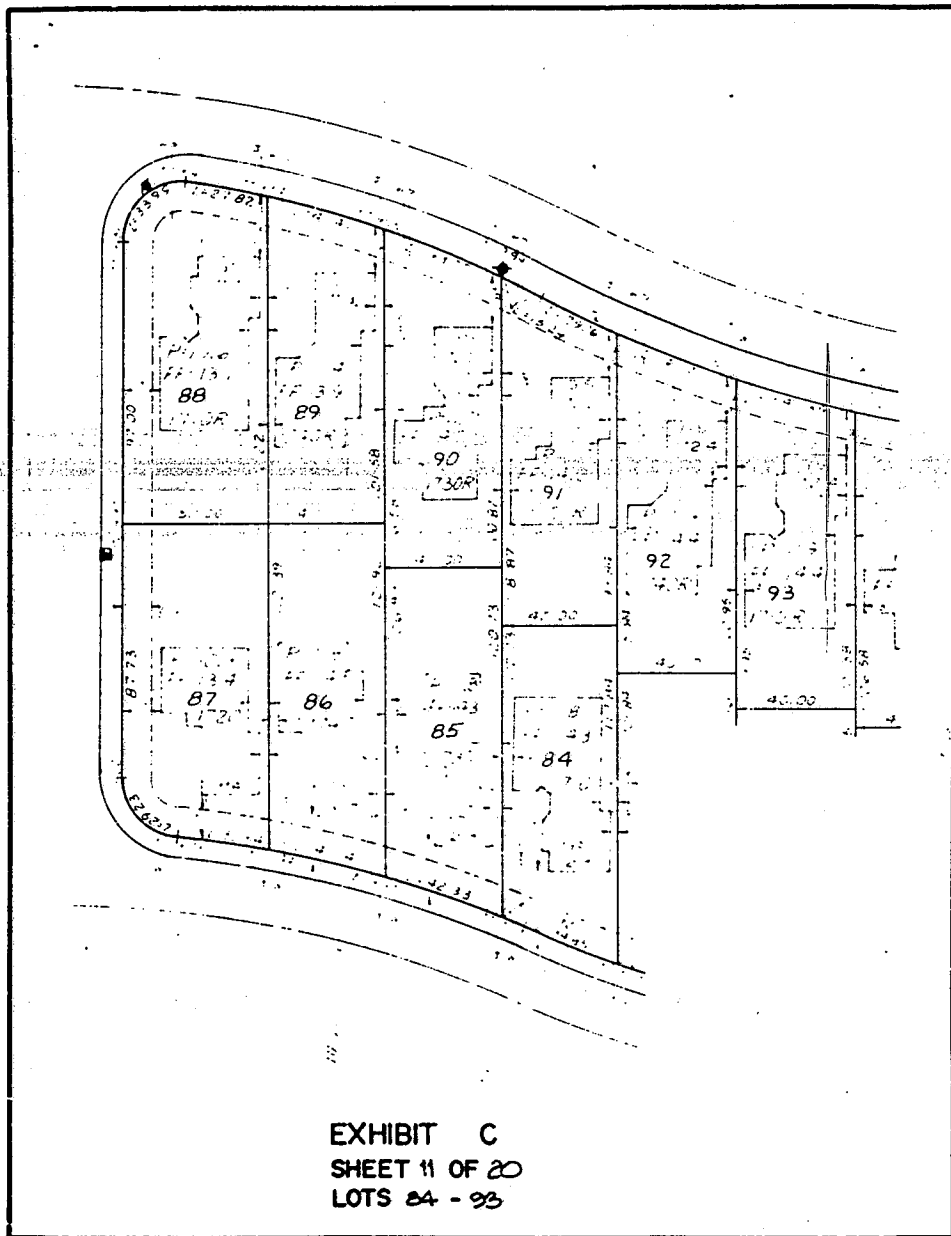
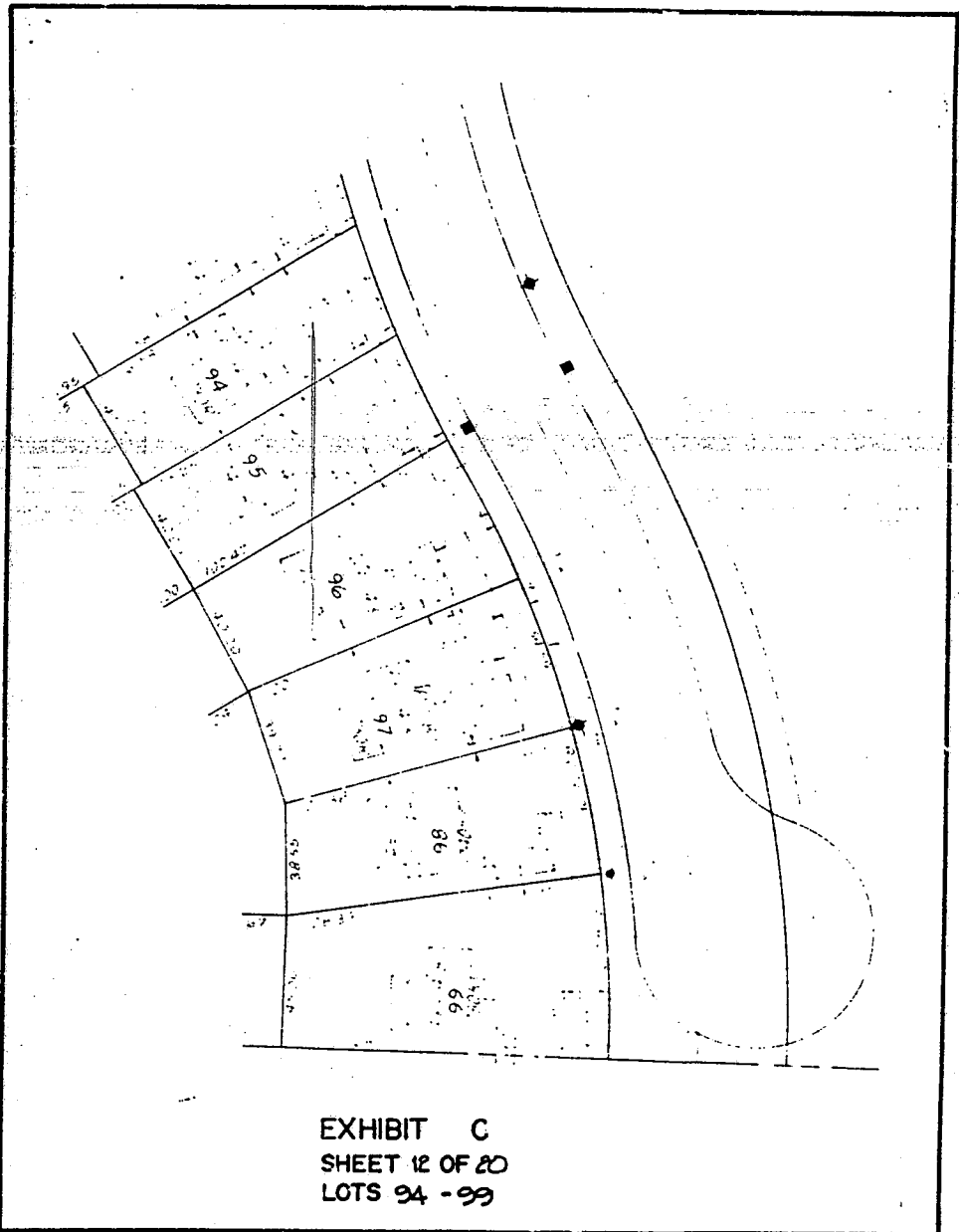


EXHIBIT C
SHEET 11 OF 20
LOTS 84 - 93



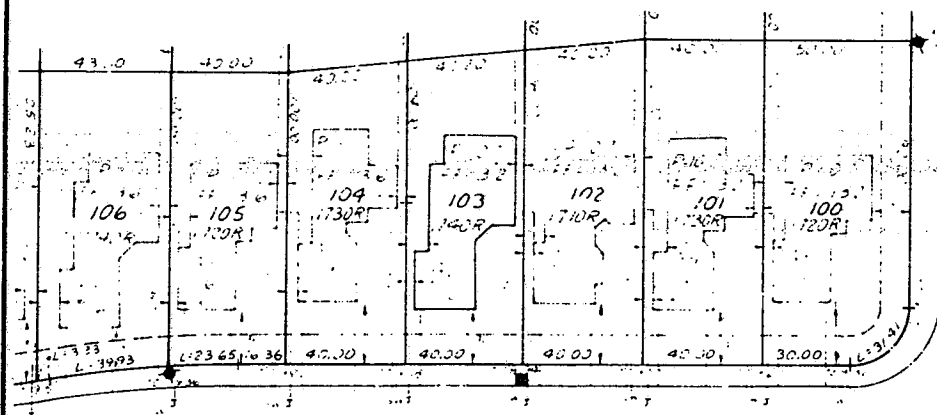


EXHIBIT C
SHEET 13 OF 20
LOTS 100 - 106

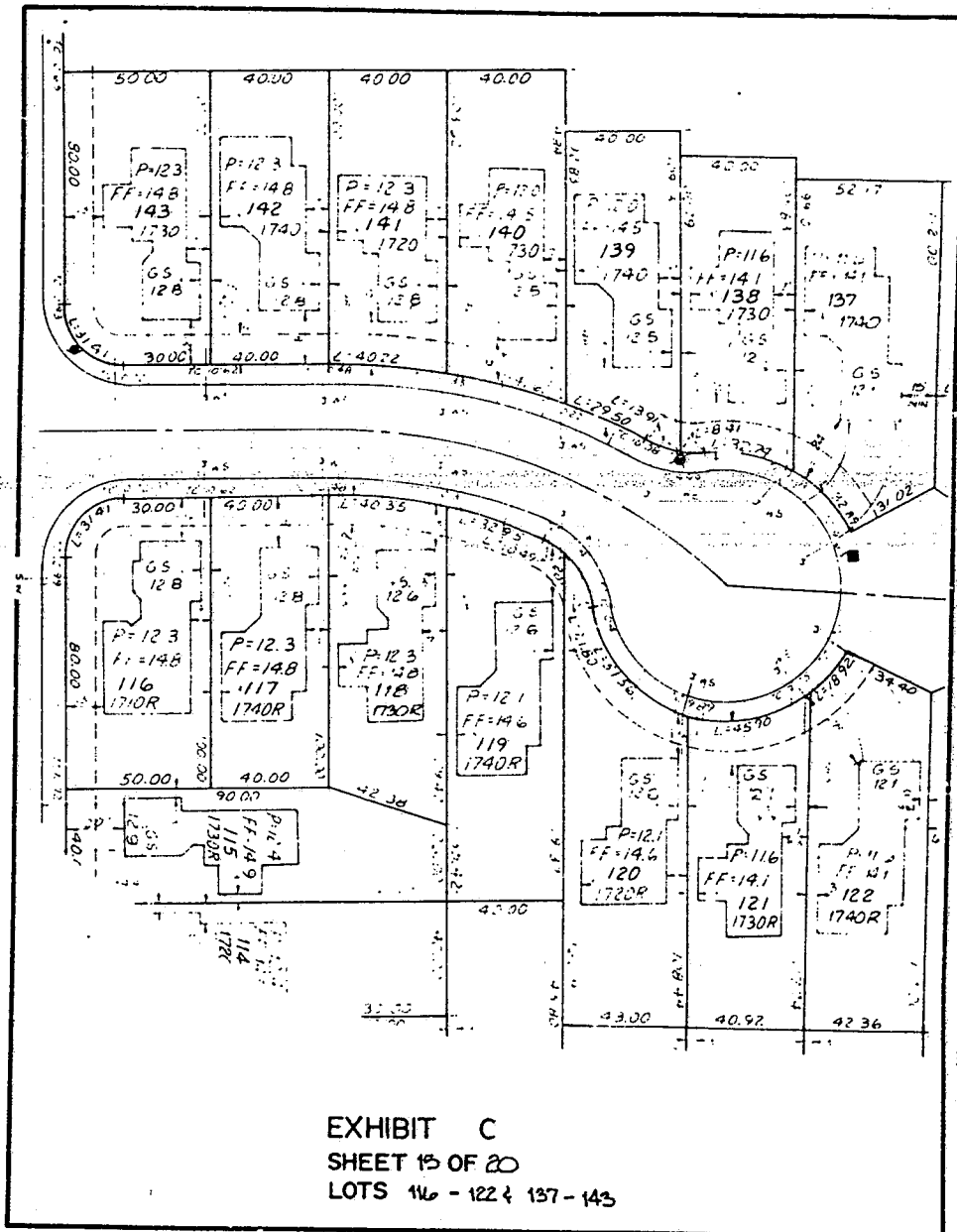


EXHIBIT C
SHEET 13 OF 20
LOTS 116 - 122 & 137 - 143

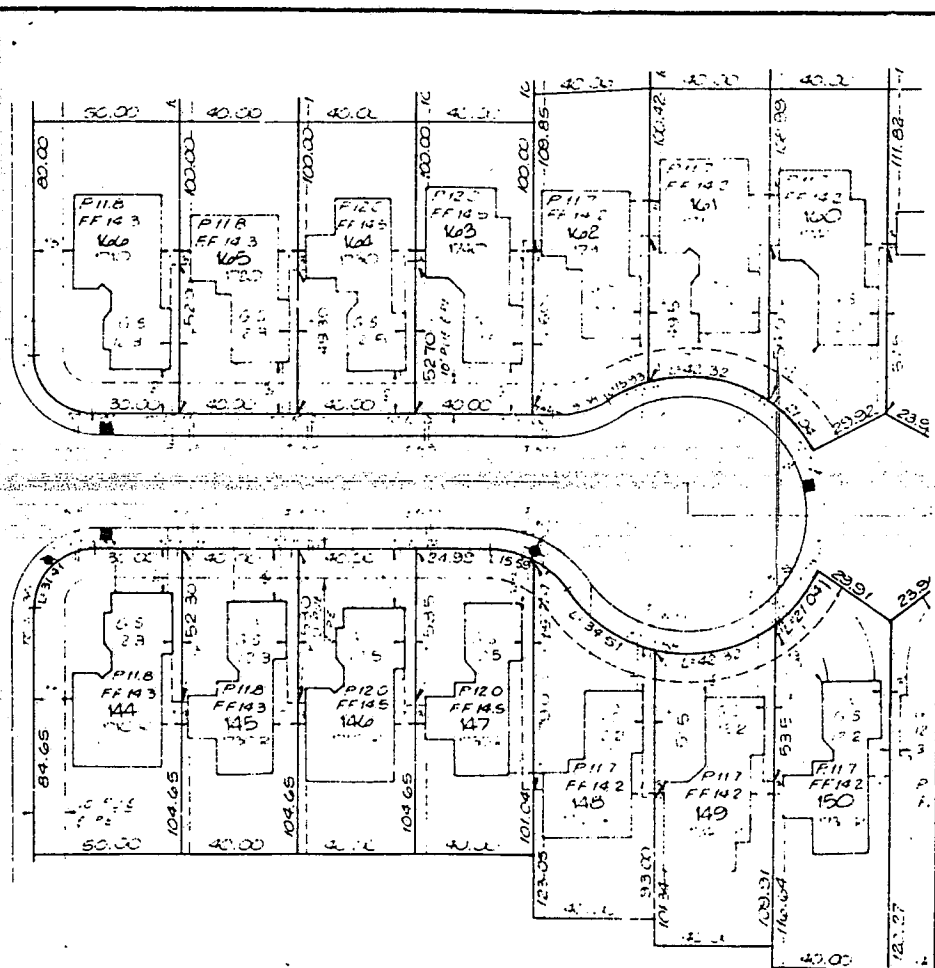


EXHIBIT C
SHEET 16 OF 20
LOTS 144-150 & 140-146

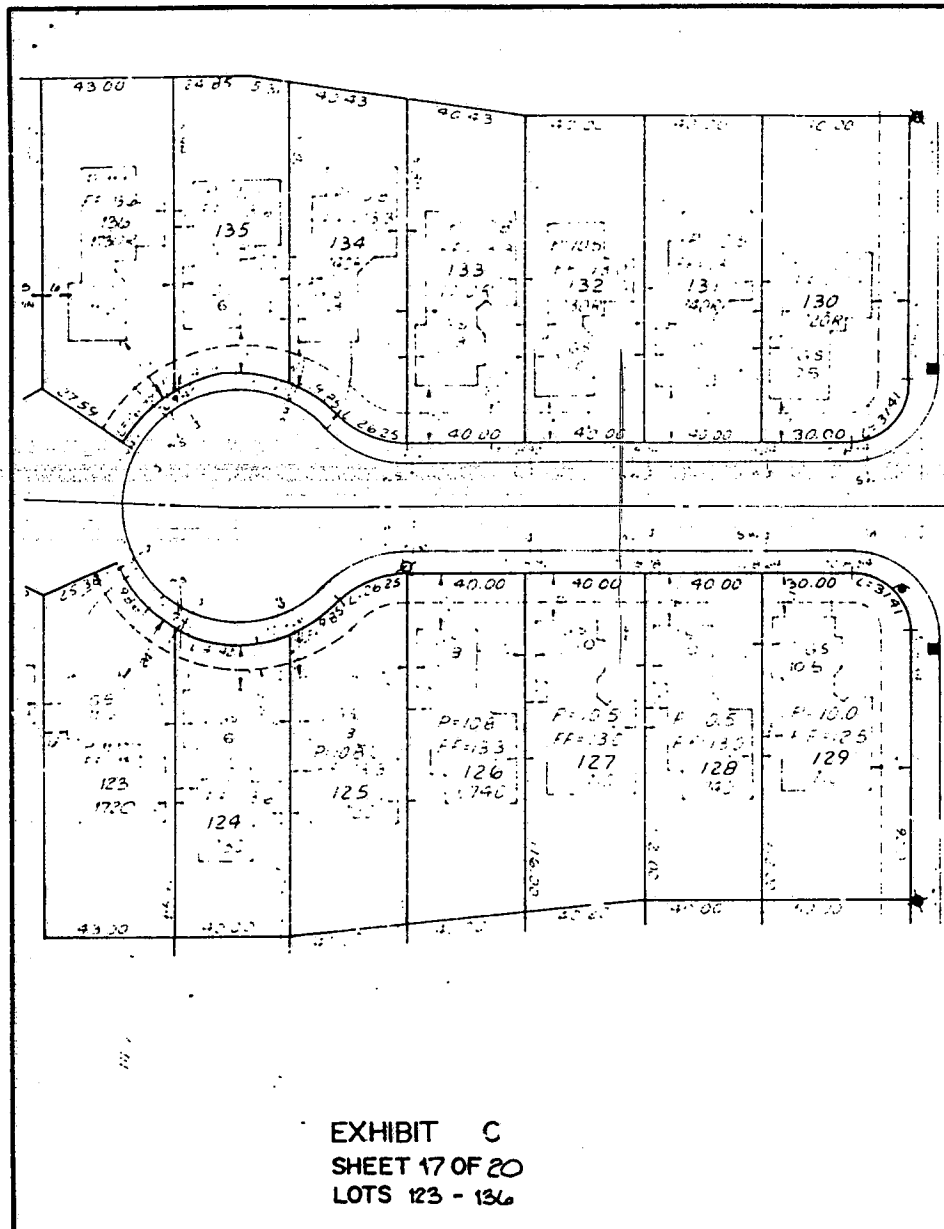
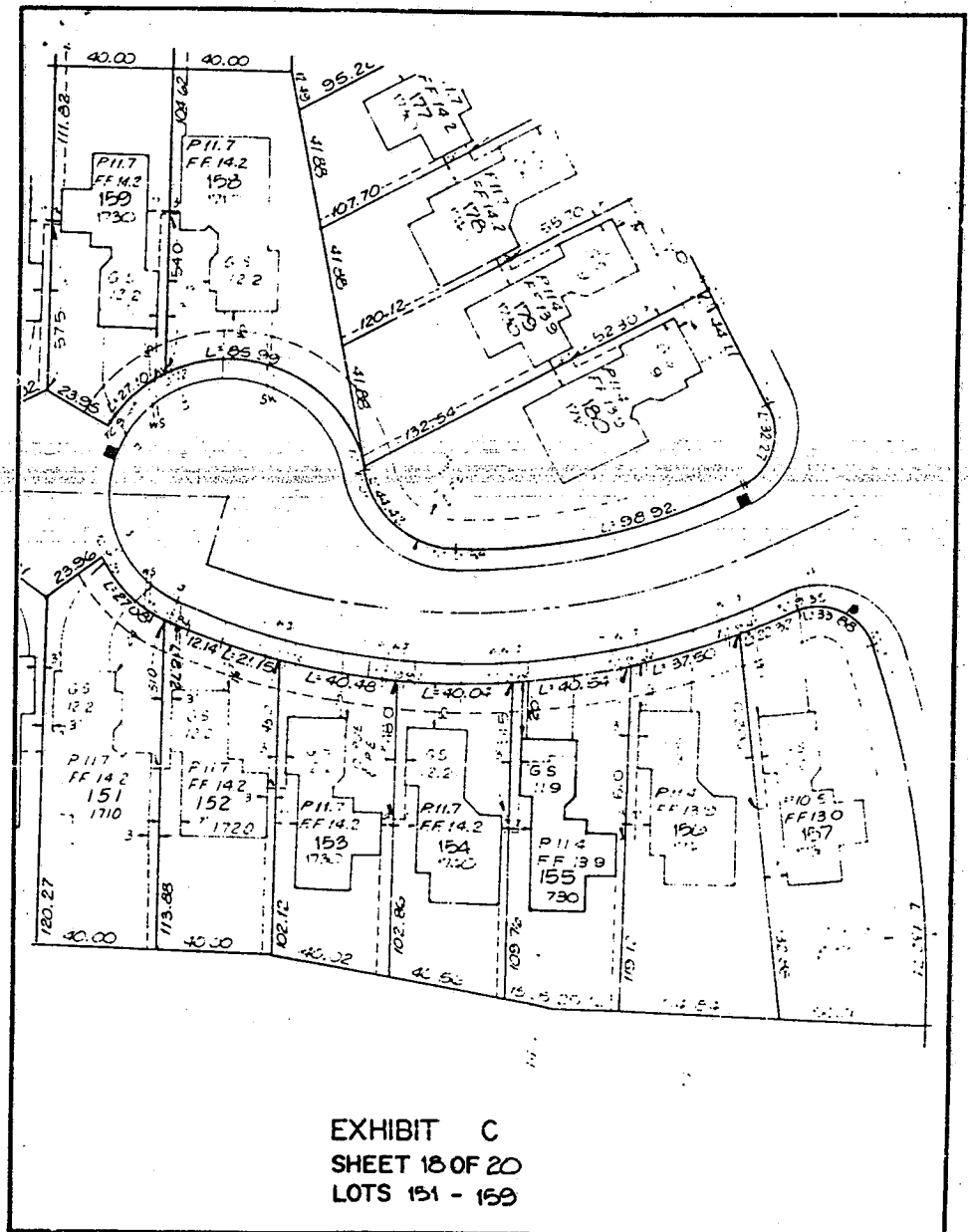
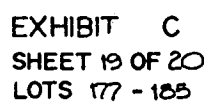


EXHIBIT C
SHEET 17 OF 20
LOTS 123 - 136





RECORDED AT REQUEST OF
FIRST AMERICAN TITLE GUAR. 910042058

91 JUN 19 AM 8:00

OFFICIAL RECORDS
SOLANO COUNTY, CALIF.
ROBERT BLECHSCHMIDT

FEES 9- PP 3

When Recorded Return to:

601311
Richard G. Glenn, Esq.
HALLGRIMSON, McNICHOLS,
McCANN & InderBITZEN
5000 Hopyard Road, Suite 400
Pleasanton, California 94588

AMENDMENT TO
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS OF
CALIFORNIA VILLAS
VILLAS AT LAWLOR RANCH

Under the provisions of the Declaration of Conditions, Covenants, and Restrictions of California Villas, Villas at Lawlor Ranch (the "CC&R's"), Recorded March 28, 1989, Series No. 890018027, in the Official Records, Solano County, California, the persons indicated below do hereby declare that on June 18,, 1991, a final count of duly executed ballots on the question of fence location at the California Villas was made and that at least fifty-one percent

(51%) of the owners of lots within the tract, based upon one vote per lot, have approved the following amendment to said CC&R's:

The existing fences shall remain as currently located.

The CC&R's are hereby amended deleting reference to offset fence locations and associated easements within the tract for certain lots where originally constructed side yard fencing has been installed approximately on the property lines.

The CC&R's are amended with respect to these lots only. Lots 1-16 and 19-22, 67-68 and 180 shall retain the use and maintenance easements as described in the CC&R's.

Lots 17 and 18 shall retain use and maintenance easements as described in the CC&R's except those referring to the common property line between them.

This amendment specifically relates to PART B EASEMENTS and EXHIBITS A, B, and C of the CC&R's.

The CC&R's are hereby amended accordingly.

This Amendment shall be recorded and shall apply to all real property in the County of Solano, City of Suisun City, State of California, described as follows:

Lots 1 through 200, inclusive, as said lots are shown on the map entitled Villas at Lawlor Ranch, filed June 29, 1988, in the office of the County Recorder of the County of Solano, California, in Book 52 of Maps, at page 75.

Executed at Suisun City, Solano County, California.

By: Catherine Drake
(name)
Owner, Lot 137

512 EDWARDS CT
(address)
Suisun, Ca. 94585

Date: June 18, 1991

By: Sandra L. VanEmmerik
(name)
Owner, Lot 119

507 Edwards Ct
(address)
Suisun, CA 94585

Date: June 18, 1991

By: Arthur Kirk
(name)
Owner, Lot 44

920 CRAVEN DR
(address)
SUISUN CA 94585

Date: 6-18, 1991

STATE OF CALIFORNIA
COUNTY OF

Solano

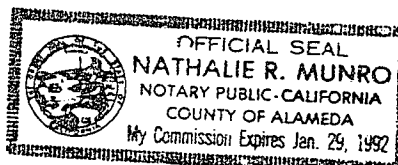
ss.

On June 18, 1991

before me, the undersigned, a Notary Public in and for
said State, personally appeared Catherine Drake, Sandra L. VanEmmerik
and Arthur Kirk

personally known to me (or proved to me on the basis of satis-
factory evidence) to be the person(s) whose name(s) is/are sub-
scribed to the within instrument and acknowledged to me that
he/she/they executed the same.

WITNESS my hand and official seal.



Signature

Nathalie R. Munro

(This area for official notarial seal)