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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
HARBOR PARK**

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
HARBOR PARK

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HARBOR PARK ("Declaration") is made by HARBOR PARK, LLC, A California Limited Liability Company.

ARTICLE I
INTENTION OF DECLARATION

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

1.1.1 Property Subject To Declaration: Declarant is the owner of all the real property and Improvements thereon located in the City of Suisun City, County of Solano, State of California, described as follows:

Lots 1 through 55, inclusive, as shown on the subdivision map entitled "Final Map of Harbor Park" filed for record on August 23, 2001, in Book 72 of Maps at Page 48 et. Seq., in the Official Records of the County of Solano, State of California.

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

1.1.3 Disclosure Regarding Soil Conditions: All lots in the Project have fill in excess of two (2) feet deep. Information concerning filled ground and soil conditions at the Project is available at the Department of Planning and Development, 701 Civic Center Blvd., Suisun City, CA 94585.

1.2 APPLICABILITY OF RESTRICTTIONS: Declarant hereby declares that the Project and all Improvements thereon are subject to the provisions of this Declaration. The Project shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the

covenants, conditions and restrictions stated in this Declaration. All such covenants, conditions and restrictions are declared to be in furtherance of the plan for the subdivision, development and management of the Project. All of the limitations, easements, uses, obligations, covenants, conditions, and restrictions stated in this Declaration shall run with the Project and shall inure to the benefit of and be binding on all Owners and all other parties having or acquiring any right, title or interest in any part of the Project.

ARTICLE II
DEFINITIONS

Unless otherwise defined or unless the context clearly requires a different meaning, the terms used in this Declaration shall have the meanings specified in this Article.

2.1 ACCESSORY STRUCTURE: The term "Accessory Structure" shall mean any structure or building located on the same Lot as the Residence, the use of which is customarily incidental to the Residence, including any attached or detached garage, shed, storage building, arbor, etc.

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

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

2.4 DECLARANT: The term "Declarant" shall mean Harbor Park, LLC, a California limited liability company, so long as the company owns some portion of the Project. The term "Declarant" shall also mean successors in interest of Declarant, if (i) such successor(s) in interest acquires all or any portion of Declarant's interest in the Project for the purposes of development, sale and/or rental and (ii) a certificate, signed by Declarant, has been recorded in the County in which the successor's interest assumes the rights and duties of Declarant to the portion of the Project so acquired. There may be more than one Declarant.

2.5 DECLARATION: The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions of Harbor Park and includes any subsequently recorded amendments.

2.6 DWELLING UNIT: The term "Dwelling Unit" shall mean a house designed for permanent occupancy by one (1) family, where cooking takes place.

2.7 FAMILY: The term "Family" shall mean one or more persons occupying a Dwelling Unit and living as a single, nonprofit housekeeping unit, as distinguished from persons occupying a hotel, club, boarding house, or dormitory. A "Family" shall include domestic or medical employees serving residents of the household.

2.8 FENCES: Each fence in the Project shall be one of the following types:

2.8.1 Linear Park Fence: The term "Linear Park Fence" shall mean any portion of a fence which is constructed and placed approximately along the boundary of a Linear Park or adjacent landscape area or planter.

2.8.2 Block-End Fence: The term "Block-End Fence" shall mean any portion of a fence which is constructed on any Lot or the common boundary line of a Lot and a lot and a public street right-of-way.

2.8.3 Party Fence: The term "Party Fence" shall mean any portion of a fence which is constructed and placed approximately on the common boundary of two or more Lots.

2.8.4 Perimeter Fence: The term "Perimeter Fence" shall mean any portion of a fence which is constructed on the lots 21 through 32, inclusive, and the Lots 49 through 55, inclusive, in the rear yard delineating the Project boundary.

2.9 FIRST MORTGAGE: The term "First Mortgage" shall mean a mortgage which has priority under the recording statutes of the State of California over all other Mortgages encumbering a specific Lot.

2.10 FIRST MORTGAGEE: The term "First Mortgagee" shall mean the Mortgagee of a First Mortgage.

2.11 IMPROVEMENTS: The term "Improvements" shall mean everything constructed, installed or planted on property subject to this Declaration, including without limitation, buildings, streets, fences, walls, paving, pipes, wires, grading, accessory structures, landscaping and other works of improvement as defined in Section 3106 of the California Civil Code excluding only those Improvements or portions thereof which are dedicated to the public or a public or quasi-public entity or utility company, and accepted for maintenance by the public, such entity or utility company.

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2.12 INVITER: The term "Inviter" shall mean any person whose presence within the Project is approved by or is at the request of a particular Owner, including, but not limited to, lessees, tenants, and the family, guests, employees, licensees or invitees of Owners, tenants or lessees.

2.13 LANDSCAPE EASEMENT: The term "Landscape Easement" shall mean those portions of Lots identified as such on the Map.

2.14 LOT: The term "Lot" shall mean Lots 1 through 55, inclusive, as shown on the Map. Lot includes all Improvements situated thereon or therein.

2.15 Main Or Primary Structure: The term "Main or Primary Structure" shall mean the dominant structure on a Lot, designed and constructed as a single Family Dwelling Unit or Residence.

2.16 MAP: The term "Map" shall mean the subdivision map entitled "Final Map of Harbor Park" filed on August 23, 2001, in Book 72 of Maps, at Page 48, in the Official Records of Solano County, including any subsequently filed final maps, and/or records of survey, or recorded certificates of correction, and/or lot line adjustments and/or records of survey.

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

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

2.19 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 the contract vendor and any person having an interest in a Lot merely as security for performance of an obligation.

2.20 PROJECT: The term "Project" shall mean Lots 1 through 55, inclusive, as shown on the Map and all Improvements thereon.

2.21 RESIDENCE: The term "Residence" shall mean a single Dwelling Unit that is located in the Main or Primary Structure situated on a Lot.

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ARTICLE III
OWNERSHIP AND EASEMENTS

3.1 NON-SEVERABILITY: The ownership interests in the Lots described, granted or reserved in this Article are subject to the easements granted and reserved in this Declaration. Each of the easements described, granted and/or reserved herein shall be deemed to be established upon the recordation of this Declaration and shall be enforceable as equitable servitudes and as 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.

3.2 OWNERSHIP OF LOTS: Title to each Lot in the Project shall be conveyed in fee to an Owner.

3.3 OWNERSHIP OF PARTY FENCES: Each Owner of a Lot upon which a Party Fence is situated shall own to the center of the Party Fence.

3.4 OWNERSHIP OF LINEAR PARK, BLOCK-END AND PERIMETER FENCES: Each Owner of a Lot upon which a Linear Park Fence is situated shall own the Linear Park Fence. Each Owner of a Lot upon which a Block End-Fence is situated shall own the Block-End Fence. Each Owner of a Lot upon which a Perimeter Fence is situated shall own the Perimeter Fence.

3.5 EASEMENTS: The easements and rights specified in this Article are hereby created and shall exist whether or not they are also set forth in individual grant deeds to Lots.

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

3.5.2 Party Fences: Each Owner of a Lot containing a Party Fence shall have a reciprocal non-exclusive easement over and across such portions of the contiguous Lot as are necessary to maintain the Party Fence.

3.5.3 Utilities: Each Owner shall have a non-exclusive right and easement over, under, across and through the Project (Excluding those portions occupied by Main or Primary Structures) for utility lines, pipes, wires and conduits installed by Declarant.

3.5.4 Support, Maintenance and Repair: Each Lot and each Owner shall have a non-exclusive right and easement appurtenant to all Lots through each Lot for the support, maintenance, and repair of all Lots.

3.5.5 Additional Easements: Notwithstanding anything expressed or implied to the contrary, this Declaration shall be

subject to all easements granted by Declarant or previously recorded on the Lot for the installation and maintenance of utilities and drainage facilities necessary for the development of the Project.

ARTICLE IV
USES AND RESTRICTIONS

4.1 CONSTRUCTION OF IMPROVEMENTS: Except for Declarant, no Owner shall construct any Improvement on any Lot without obtaining prior architectural approval in accordance with the provisions of Article VI. Applications for architectural approval shall be made to the City in accordance with the provisions of the City's Downtown/Waterfront Specific Plan and/or other applicable City codes and ordinances. No Owner shall obtain a building permit or commence construction on any Improvement until that Owner has received all necessary approvals from the City of Suisun City.

4.2 ALTERATIONS TO EXTERIORS OF MAIN OR PRIMARY STRUCTURES, ACCESSORY STRUCTURES AND/OR LOTS: Except for work performed by Declarant, no Improvement shall be constructed, performed, installed, altered or demolished, nor shall the color of any Improvement be changed ("Alteration") until plans have been submitted and approved pursuant to Article VI. For purposes of this Declaration, the term "Alteration" shall not include repainting or refinishing any Improvement (including fences) in the same color or repairing any Improvement with the same materials and in the same proportions and appearance as the original. Notwithstanding, this exclusion is not a waiver of a building Permit, should it be required.

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

4.4 USE AND OCCUPANCY OF LOTS MAIN OR PRIMARY STRUCTURES AND ACCESSORY STRUCTURES: Except as provided in section 4.15, below, each Main or Primary Structure and Accessory Structure shall be used solely for residential purposes. No other use is allowed except as specifically permitted by local ordinance. No Main or Primary structure shall be permanently occupied by any more than two (2) persons per bedroom. No Owner may permit or cause anything to be done or kept upon, in or about his/her Lot which might obstruct or interfere with the rights of other Owners or which would be noxious, harmful or unreasonably offensive to other owners. Unreasonably offensive is defined as any act in the "Acts Declared to be Nuisances" as defined in Section 8.12.090 of the Suisun City Municipal Code. Each Owner shall comply with all of the requirements of all governmental authorities, federal, state or local, and all laws, ordinances, rules and regulations applicable to his or her Lot, Main or Primary Structure and Accessory Structure.

4.5 RENTAL OF LOTS: An owner shall be entitled to rent or lease his or her Lot, if: (i) there is a written rental or lease agreement specifying that the tenant shall be subject to all provisions of this Declaration and a failure to comply with any provision of this Declaration shall constitute a default under the agreement; and (ii) the rental or lease agreement complies with the RESALE RESTRICTION AGREEMENT governing the Lot, if any.

4.6 ANIMALS: An Owner may keep one (1) dog or two (2) cats or other customarily uncaged household pets allowed by city Ordinance within his or her Lot. Each Owner may also maintain a reasonable number of small caged animals, birds or fish as allowed by city Ordinance. No other animals, livestock, or poultry of any kind shall be raised or bred within the Project. No animals may be kept for commercial purposes. All dogs shall be kept on a leash or otherwise restrained when outside the Main or Primary Structure or Accessory Structure of the Owner in accordance with City Ordinance.

4.7 PARKING: Vehicles shall not be parked anywhere in the Project except wholly within garages, and upon designated parking spaces along the public streets. No boat, trailer, camper, camper shell, tent camper, commercial vehicle, mobile home, other recreational vehicle or any inoperable vehicle shall be parked or stored on any driveway, public street, Linear Parks or where visible from the streets. Garage Doors shall remain closed except when the garage is in use. Garages shall be kept sufficiently clear so as to permit parking of the number of vehicles for which the garage was designed. To the extent possible, no more than one designated street parking space shall be occupied by each Owner.

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

4.8.1 Sale or Rent: One (1) sign of reasonable dimensions may be placed on a Lot advertising the Lot for sale or rent if renting is not prohibited by the Resale Restriction Agreement;

4.8.2 Declarant: Signs may be displayed by Declarant on unsold Lots, as Declarant deems appropriate, advertising Lots owned by Declarant for sale or rent.

4.8.3 Project Identification: Appropriate signs may be displayed to identify the project as long as such signs conform to applicable city ordinances and have been approved by the City, and;

4.8.4 Legal Proceedings: signs required by legal proceedings may be displayed.

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

4.10 INVITEES: Each owner shall be responsible for compliance with the provisions of the Declaration by his or her Invitees.

4.11 MINERAL EXPLORATION: No Lot shall be used to explore for or to remove any water, oil, hydrocarbons or minerals of any kind unless permitted by local ordinances.

4.12 MAILBOXES: Unless installed by Declarant or required by the United States Postal service, there shall be no exterior newspaper tubes or freestanding mailboxes placed on any Lot.

4.13 BASKETBALL STANDARDS: No basketball standard or fixed sports apparatus shall be attached to any Main or Primary Structure, Accessory Structure or garage where visible from a public street.

4.14 RESTRICTION ON BUSINESSES: No business of any kind shall be established, maintained, operated, permitted or constructed in any portion of the Project, except as permitted in a Residential Zoning District by City ordinance and except for the business of Declarant in completing the Project and selling, renting or leasing Lots.

4.15 MACHINERY AND EQUIPMENT: No machinery or equipment of any kind other than that which is customary and essential to domestic use of the Lot, Main or Primary Structure and Accessory Structure shall be maintained or operated upon any Lot, except as is customary and necessary in connection with approved construction.

4.16 NUISANCES: No noxious or offensive activity shall be carried on any Lot, as defined as Acts Declared to be Nuisances in the City Municipal Ordinance, Section 8.12.090; nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood or which may increase rate of insurance applicable to the neighborhood.

4.17 RESIDENTIAL USE OF TEMPORARY STRUCTURES PROHIBITED: No structure of a temporary character, trailer, mobile, shack, barn or other outbuilding shall be used on any Lot at anytime as a residence either temporarily or permanently.

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4.18 WINDOW COVERINGS: All coverings installed in the windows of Main or Primary Structures which are visible from the exterior of the Main or Primary Structure shall be curtains, drapes, blinds or other customary materials commonly used as window coverings. All window coverings shall be installed within ninety (90) days after close of escrow for the lot.

4.19 DRAINAGE: No owner shall alter the drainage patterns initially installed and constructed by Declarant and as established by the grading and natural course of surface and subsurface water run-off. Drainage includes catch basins or other underground drainage improvements, drainage swales, surface and subsurface water and roof and gutter run-off.

ARTICLE V
MAINTENANCE REPAIR AND RECONSTRUCTION OF
IMPROVEMENTS

5.1 MAINTENANCE OF LOTS AND MAIN OR PRIMARY STRUCTURES AND ACCESSORY STRUCTURES: All Lots, Main or Primary Structures, Accessory Structures, and Garages shall be maintained by each Owner in good condition and repair.

5.2 MAINTENANCE AND REPAIR OF FENCES: The responsibilities for maintaining, repairing and replacing fences in the Project shall be as follows:

5.2.1 Linear Fences: The Owners of a Linear Park fence shall be responsible for maintaining, repairing and replacing it so that the Linear Park Fence remains in the same appearance, design, color, and condition as originally installed by Declarant. No substitutions of other materials or designs shall be allowed. If an Owner fails to maintain, repair or replace the Linear Park Fence as required by this Section, then the necessary maintenance, repair or replacement may be performed by the City at the expense of the Owner as provided in Section 8.2, below.

5.2.2 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 willful action of an Owner shall be borne by that negligent or willful 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.

5.2.3 Block-End and Perimeter Fences: The Owners of a Block-End Fence or a Perimeter Fence shall be responsible for maintaining, repairing and replacing it so that the Block-End Fence remains in the same appearance, design and condition as it was when it was originally installed or constructed. No substitutions of other materials or design shall be allowed. If an Owner fails to maintain, repair or replace the Block-End and Perimeter Fences as required by this Section, then the necessary maintenance, repair or replacement may be performed by the City at the expense of the owner as provided in Section 8.2 below.

5.3 MASONRY WALL: All masonry walls situated approximately on the perimeter boundary of the Project and which adjoin public streets shall be maintained, repaired and replaced by the City

through the Victorian Harbor Lighting and Landscaping District or other successor entity.

5.4 LANDSCAPING: All landscaping in the Project shall be maintained and cared for in a manner consistent with the standards of design and quality as originally established by Declarant and in a condition comparable to that of other well maintained residential areas in the vicinity of the Project. All landscaping shall be maintained in a neat and orderly condition. Any weeds or diseased or dead lawn, ground cover or shrubbery shall be removed and replaced. No trees shall be removed without prior City approval. All lawn areas shall be mowed so that the grass does not exceed a maximum height of six (6) inches. Trees, ground cover and shrubs shall be neatly trimmed.

5.4.1 Owners Responsibilities: Each Owner shall be responsible for all landscaping located within his or her Lot. If landscaping within unenclosed portions of Lots which are visible from the public streets is not installed by Declarant, each Owner shall install permanent landscaping within those portions of his or her Lot within three (3) months after the conveyance of the Lot to the Owner. No Owner shall alter (as that term is defined in Section 4.2, above) the landscaping installed within the Landscape Easement.

5.4.2 City's Responsibilities: Maintenance, replacement, and alteration of the landscaping within the Linear Parks and within Landscape Easements shall be solely the responsibility of the City and shall be performed through the Victorian Harbor Lighting and Landscaping District or other successor entity.

5.5 DAMAGE AND DESTRUCTION: If all or any portion of a Lot, Main or Primary Structure or Accessory Structure is damaged by fire or other casualty, the Owner shall either (i) restore the damaged Improvements or (ii) remove all damaged Improvements, including foundations, and leave the Lot in a clean and safe condition. The term "restore" shall mean repairing, rebuilding or reconstructing a damaged improvement to substantially the same condition and appearance in which it existed prior to fire or other casualty damage. Any restoration under (i) preceding must be performed so that the Improvements are in substantially the same condition in which they existed prior to the damage, unless the provisions of Article VI are complied with by the Owner. The Owner must commence such work within sixty (60) days after the damage occurs and must complete the work within one (1) year thereafter.

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ARTICLE VI
ARCHITECTURAL AND LANDSCAPING CONTROL

6.1 ARCHITECTURAL APPROVAL REQUIRED: No building, fence, wall, sign or other improvement, or exterior addition to or change or alteration thereof (including painting or landscaping) shall be commenced, constructed, erected, placed, removed, altered, maintained or permitted to remain on any Lot or any portion thereof, until plans and specifications have been submitted to, and approved by, the City's staff, as applicable. Application shall be made in conformance with city requirements for Architectural Review. For purposes of this Declaration, the term "Alteration" shall not include repainting or refinishing any improvement in the same color or repairing any improvement with the same materials in the same proportions, so as not to alter in any way the original appearance of that Improvement. The City shall have the sole discretion to approve, deny or conditionally approve such plans and specifications.

6.2 BASIS FOR APPROVAL OR DENIAL: Decisions of the City regarding approval or denial of proposed Improvements, alterations, or demolitions, shall be based on the Residential Guidelines contained in Section 7.3 of the Downtown/Waterfront Specific Plan as it may be amended from time to time, the provisions contained in Exhibits "A" through "G" attached to this Declaration, and the following guidelines and standards. If a conflict exists between the Specific Plan and Exhibits "A" through "G" or the guidelines contained in this Article VI the more restrictive provisions shall control.

6.2.1 General: All proposed Improvements, exterior alterations shall exhibit a quality of design, materials, and workmanship that is compatible with that of the surrounding neighborhood as originally designed and constructed.

6.2.2 Height Scale and Spacing: The height, scale, shape and spacing of proposed Improvements shall bear a reasonable relationship to those of existing, surrounding structures.

6.2.3 Materials: Siding and trim shall be wood, masonite or similar wood derived products that create a compatible appearance with the surrounding structures. Additions to existing structures should be finished in the same materials as the original

6.2.4 Windows: Window frames shall be painted or finished in a light color. Unfinished or clear aluminum is not acceptable. New window openings shall retain the proportions and scale of the original or the surrounding structures. Windows

should predominantly be single or double hung, vertical opening. Exterior metal window grills are inappropriate.

6.2.5 Building Form and Composition: New additions, alterations and improvements shall respect and maintain the overall design quality and appearance of the existing structure. Major architectural elements to be related and replicated include low-pitched gable rooflines, large porches, massive support columns, and exposed wooden trellis structures. Alterations should be constructed in a manner that is least disruptive to the original building form. Closing or filling porches or window openings is generally inappropriate. Pool forms should be consistent with the existing structure and the surrounding neighborhood.

6.2.6 Exterior Color: Colors may express individual taste, but should always harmonize with other colors on the same structure and the surrounding neighborhood. New colors should compliment those of adjacent buildings.

6.2.7 Fences: Except as installed by Declarant or approved by the City, no fence, hedge or wall shall be erected or maintained on any Lot. Each Linear Park Fence shall be a picket fence, thirty six (36) inches in height above the average ground elevation of the lot on which it is constructed. Each Block-End Fence shall not exceed Five (5) feet in height above the average ground elevation of the Lot on which it is constructed. Party Fences shall not exceed Five (5) feet in height above the adjacent ground elevation of the Lot on which the fence is constructed. Perimeter Fences shall be six (6) feet in height above the adjacent ground elevation of the Lot on which the fence is constructed.

6.2.8 Front, Side and Garage Setback and Fence Locations: Front, side and garage setbacks and fence locations shall be as specified by the master plot plan for each Lot on file at the offices of the City Community Development Department.

6.3 EXCEPTIONS: Exceptions from the controlling guidelines or standards may be granted by the City only where the applicant can demonstrate that an equal or superior design would result. The City is solely responsible for determining if a specific exception is equal or superior to standard in question.

6.4 APPEALS: The procedure for an appeal shall be per the City Code.

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ARTICLE VII
DEVELOPMENT RIGHTS

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

7.2 RIGHTS OF ACCESS AND COMPLETION OF CONSTRUCTION: Until Declarant no longer owns any Lot in the Project. Declarant, its contractors and subcontractors shall have the right to: (i) do within any Lot owned by it whatever is reasonably necessary or advisable in connection with the completion of the Project and (ii) erect, construct and maintain within any Lot owned by it such structures as may be reasonably necessary for the conduct of its business to complete the work, establish the Project as a residential community and dispose of the Project in parcels by sale, lease, rental or otherwise.

7.3 SIZE AND APPEARANCE OF PROJECT: Declarant shall not be prevented from increasing or decreasing the number of Lots that may be included within the Project or from changing the exterior appearance of Main or Primary Structures or Accessory Structures, the landscaping or any other matter directly or indirectly connected with the Project in any manner deemed desirable by Declarant, if Declarant obtains all governmental consents required by law.

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

7.5 AMENDMENT: The provisions of this Article may not be amended without the written consent of Declarant until title to all of the Lots in the Project owned by Declarant has been conveyed.

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ARTICLE VIII
AMENDMENT AND ENFORCEMENT

8.1 **AMENDMENTS:** Prior to the conveyance of the first Lot to an owner other than a Declarant, this Declaration may be amended by Declarant provided however, that no amendment shall be valid without the written consent of the City. After the conveyance of the first lot, this Declaration may be amended by the vote or written consent of fifty-one percent (51%) of the Owners (based on one (1) vote for each Lot), provided however that (i) as long as Declarant owns any Lot in the Project, this Declaration may not be amended without the consent of Declarant and (ii) no amendment shall be valid without the written consent of the City. Any amendment shall be effective upon the recordation in the Official Records of the County of an instrument executed by any two (2) Owners which (i) sets forth the terms of the amendment, (ii) states that at least fifty-one (51%) of the Owners approved the amendment and (iii) states that the City approved the amendment.

8.2 **ENFORCEMENT BY CITY:** In consideration of the approval by the City of the subdivision and development of the Project, Declarant hereby covenants and agrees, and each owner of a Lot by the acceptance of any deed thereto, whether or not this Declaration shall be so expressed in said deed, and all heirs, executors, administrators, assigns and successors in interest of each lot Owner, covenant and agree as follows:

8.2.2 **Failure to Maintain:** If an Owner fails to maintain, repair, or replace any Improvement for which the Owner is responsible as specified herein so that Owners, lessees, or their invitees suffer, or will suffer substantial diminution in the enjoyment, use or property value of their Property, thereby impairing the health, safety and welfare of the residents in the Project, the City, by and through its duly authorized officers and employees have the right to enter upon the project and to commence and complete whatever work is necessary. The City must first give the Owner written notice of the Owner's failure to maintain, repair, or replace the Improvement. Such notice must provide detail sufficient to inform the Owner of the steps that must be taken to remedy the failure. If the Owner does not commence correction within thirty (30) days from the Owner's receipt of the notice and proceed diligently to completion, the City shall have the right to enter upon the Lot and perform the work specified in the notice. The Owner agrees to pay all expenses incurred by the city in performing such work, including any notices, procedures or related action that requires the time of City staff, consultants, attorneys or other costs to complete within thirty (30) days of receipt of written demand. If the Owner fails to reimburse the City in full within the thirty day

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period, the City shall have the right to take legal action against the Owner. Notwithstanding the above, in public health and safety matters the City's enforcement process shall apply.

8.2.3 Violations; Enforcement; Variances and Appeals: Failure to Comply with the provisions of Article IV, Sections 4.1, 4.2, 4.3, 4.4, 4.8, 4.10, 4.11, 4.13, 4.14, 4.15, 4.16, 4.17 or Article VI of this Declaration shall be considered a violation of the City's Downtown/Waterfront Specific Plan and Zoning Ordinance and shall be deemed an infraction, subject to the penalties specified therein. Failure to comply with all other provisions of this Declaration shall be deemed a public nuisance and shall be abated as specified by the City's municipal code. Aggrieved parties may apply for a variance to specific provisions or appeal the proposed enforcement under the procedures specified by the applicable ordinance or code section.

8.2.4 Additional Rights of Enforcement: The City shall have the power but not the obligation to enforce any provisions of this Declaration in any manner provided by law or in equity and in any manner provided in this Declaration. The provisions of this Declaration are equitable servitudes and shall be enforceable by the City against any Owner, tenant or occupant of the Project. Except as otherwise provided, the City shall have the right to enforce, in any manner permitted by law or in equity, any and all of the provisions of this Declaration.

8.2.5 City Not Required To Take Action: It is understood that by the provisions hereof, the City is not required to take any affirmative action, and any action undertaken by the City shall be that which the City, in its sole discretion, deems reasonable to protect the public health, safety and general welfare, and to enforce the provisions of this Declaration and City regulations and ordinances and other laws.

8.2.6 Non-Waiver: It is understood that action or inaction by the City, under the provisions hereof, shall not constitute a waiver or relinquishment of any of the City's rights to seek redress for the violation of any of the provisions of these restrictions or any of the rules, regulations and ordinances of the City, or of other laws by way of a suit in law or equity in a court of competent jurisdiction or by other action.

8.2.7 Remedies Cumulative: It is further understood that the remedies available to the City by the provision of this Section or by reason of any other law shall be cumulative and not exclusive, and the maintenance of any particular remedy shall not be a bar to the maintenance of any other remedy. In this connection, it is understood and agreed that the failure by an Owner to comply with all provisions of this Declaration and to maintain, repair and replace Improvements for which the Owner is

responsible shall be deemed to be a public nuisance and the city shall have the right to abate the condition, assess the costs thereof to the owner and cause the collection of said costs and assessments to be made on the tax roll in the manner provided by Municipal Code or any other applicable law.

8.2.8 Relinquishment of Rights: The City Council of the City, at any time, may relinquish its rights and interest in the Project as herein set forth by appropriate resolution. Any such relinquishment by the City Council shall be effective on the date that the resolution is adopted and a copy thereof is placed in the United States mail, postage prepaid, addressed to each Owner in the Project, and recorded with Solano County.

8.3 ENFORCEMENT BY OWNERS AND/OR DECLARANT: The provisions of this Declaration shall be equitable servitudes, enforceable by any Owner or Declarant against any other Owner, Declarant, tenant or occupant of the Project. Any dispute between an Owner(s) and another Owner(s) or between Declarant and an Owner(s) relating to this Declaration, the use or condition of any portion of the Project and/or the construction and installation of any Improvements shall first be submitted to arbitration in accordance with the applicable procedures of the American Arbitration Association. The Solano County Superior Court, based upon the ruling of the arbiter, can enforce the provisions of this Declaration or prohibit a violation of them. The prevailing party in any such action shall be entitled to recover reasonable attorneys' and experts fees and costs as awarded by the arbiter or by the court.

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

8.5 REMEDIES CUMULATIVE: Each remedy provided by this Declaration is cumulative and not exclusive.

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

ARTICLE IX
MISCELLANEOUS PROVISIONS

9.1 TERM OF DECLARATION: This Declaration shall continue for a term of thirty-five (35) years from its date of recordation. Thereafter, this Declaration shall be automatically extended for successive periods of five (5) years until the City and a vote of fifty-one percent (51%) of the Owners (based on one vote for each Lot owned) approve a termination of this Declaration.

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

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

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

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

9.6 SUCCESSOR STATUTES: Any reference in this Declaration to a statute shall be deemed a reference to any amended or successor statute.

9.7 MORTGAGE PROTECTION: A breach of the conditions contained in this Declaration shall not defeat or render invalid the lien of any First Mortgage made in good faith and for value as to any Lot in the Project; provided however that the conditions contained in this Declaration shall be binding upon and effective against any Owner of a Lot if the Lot is acquired by foreclosure, trustee's sale or otherwise.

IN WITNESS WHEREOF the undersigned has executed this Declaration on the 31st day of MAY, 2002.

DECLARARANT:

HARBOR PARK, LLC
A California Limited Liability
Company

Name: Camran Nojoomi
Its Managing Member

STATE OF CALIFORNIA
COUNTY OF SOLANO

On May 31, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Camran Nojoomi, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Tarienne Reni Grover

Name Tarienne Reni Grover



END OF DOCUMENT

