

FAIRMONT UNIT #12

C-2 Covenants, Conditions and Restrictions, which do not contain express provisions for forfeiture or reversion of title in the event of violation, but deleting restrictions, if any, based on race, color, religion or national origin, as provided in an instrument

ENTITLED : Declaration of Restrictions
EXECUTED BY : STANLEY M. DAVIS & ASSOCIATES, a partnership

RECORDED : August 30, 1972 in Book 1773, page 131, Series 19992

C-8 Said Covenants, Conditions and Restrictions provide that a violation thereof shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value.

C-20 Declaration; slope control; Lots 28, 29, 30, 39, 40, 65, 67, 69, 70, 71 and 72

NOTICE:

If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

19992

RECORDED AT REQUEST OF
TITLE INSURANCE AND TRUST COMPANY

AUG 30 1972

OFFICIAL RECORDS
SOLANO COUNTY, CALIF.
L. J. BROWN, RECORDER

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, hereinafter called "DECLARANT", is the owner of all of the hereinafter described real property situate in the City of Vacaville, County of Solano, State of California:

NOW, THEREFORE, to carry out the purposes herein recited, Declarant does hereby declare that the following real property situate in the City of Vacaville, County of Solano, State of California, more particularly described as follows:

All lots as shown on the map of FAIRMONT, UNIT NO. 12, VACAVILLE, SOLANO COUNTY, CALIFORNIA, filed in the Office of the Solano County Recorder on August 30, 1972 in Book 26 of Maps, Page 7B .

shall be subject to the following restrictive covenants which are made for the mutual benefit of and shall be enforceable by Declarants and all of the lot owners of the above described property, which restrictive covenants are imposed as part of a general and uniform plan for the improvement of said Tracts and are as follows, to-wit:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.
2. If the parties hereto, or any of them, or their heirs, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of the said real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages or other dues for such violation.
3. Invalidation of any one of these covenants by Judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.
4. All of the lots in the tracts shall be known and described as residential lots and shall be used for residential purposes only.
5. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two stories in height and a private garage and other out buildings incidental to residential use of the plot.
6. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 15 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a

seller *[Signature]*
seller *[Signature]*

1773-131

"Covenants and restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin are deleted unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons"

garage or other permitted accessory building located 30 feet or more from the rear building set-back line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purposes of this covenant eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

7. No dwelling shall be erected or placed on any lot having a width of less than 30 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than 5000 square feet except that a residence may be erected or placed on any original lot as shown on the recorded plat.

8. 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 than two cars.

9. No building shall be erected, placed or altered on any lot, until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee, as to 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 set-back line unless similarly approved.

10. The architectural control committee is composed of:

Alfred V. Bertero, Ray Thompson, and Merl Prince, all of P. O. Box 988, Davis, California.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

11. 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 prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

12. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

13. No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

14. No dwelling shall be permitted on any lot at a cost of less than \$12,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality or workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 825 square feet for a one-story dwelling nor less than 650 square feet for a dwelling of more than one story.
15. None of the provisions of this indenture shall in any way reduce the security or defeat or render invalid the lien of any mortgage or deed of trust covering the real property shown on said map or any part thereof. It is agreed, however, that if any portion of said property is sold under foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser or purchasers under sales made by reason of such foreclosure by reason of such sale under any deed of trust, shall hold any and all property so purchased subject to all of the terms and conditions of this indenture.
16. Sewage disposal shall be by means of public sewer and no cess-pool or outside toilets shall be permitted.
17. No fowl or animals, other than usual and common pets (such as birds, cats and dogs) in reasonable numbers, shall be kept or bred upon any lot or plot. No animals are to be kept, bred or maintained for commercial purposes.
18. The term "purchasers" as used herein, shall include not only those acquiring title in fee simple, but also all persons entitled to purchase a lot or lots in said tract under outstanding contracts of sale, and the heirs, successors and assigns of each of them.
19. Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the filed plat.
20. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than 2 square feet, one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
21. 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.
22. 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.
23. No fence, wall, hedge or shrub planting, which obstructs sight lines at elevations between 2 and 6 feet above the roadways, shall be placed or 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 lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of

a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

- 24. No building shall be placed nor shall any material or refuse be placed or stored on any lot within twenty feet of the property line of any park or edge of any open water course except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.
- 25. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the City of Vacaville. Approval of such system as installed shall be obtained from such authority.
- 26. Slope control areas are reserved as shown on the plan titled "Grading Plan Fairmont Unit No. 12, City of Vacaville, California", prepared by MacKay and Soms, dated July, 1972. Affected lots 28, 29, 30, 39, 40, 65, 57, 69, 70, 71 and 72, as shown on the filed subdivision plat. Within these slope control areas no structure, planting or other material shall be placed or permitted to remain or their activities undertaken which may damage or interfere with established slope ratios, created erosion channels or obstruct or retard the 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.

IN WITNESS WHEREOF, the undersigned owner has executed these presents the 11th day of August 1972.

STANLEY M. DAVIS AND ASSOCIATES,
a partnership

BY: Ray Thompson
RACO ENTERPRISES, INC., a
California corporation,
Partner, by Ray Thompson,
President.

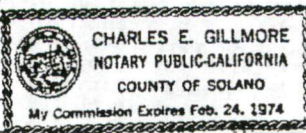
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Partnership)

STATE OF CALIFORNIA }
COUNTY OF Solano } ss.
August 11, 1972

I, the undersigned, a Notary Public in and for said State, personally appeared L. Galbraith BY: L. Galbraith
L. Galbraith, Partner

be one of the partners of the partnership
as executed the within instrument, and acknowledged to me
at such partnership executed the same.

WITNESS my hand and official seal
signature Charles E. Gillmore



Corporation as a Partner of a Partnership)

STATE OF CALIFORNIA }
COUNTY OF Solano } ss.

on August 11, 1972 before me, the undersigned, a Notary Public in and for
said State, personally appeared Ray Thompson known to me to be the
President. Ray Thompson known to me to be the

secretary of _____ the corporation that executed
the within instrument and known to me to be the persons who
executed the within instrument on behalf of said corporation,
said corporation being known to me to be one of the partners of
Raco Enterprises, Inc., the partner of
said corporation executed the same as such partner and
that such partnership executed the same.

WITNESS my hand and official seal
signature Charles E. Gillmore

