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Rochelle Chilton-Gray

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 Official Records
 Solano County, California
 M. J. [Signature]
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 1192-2-3091

RECISION AND DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned is the record owner of the real property situate in the City of Fairfield, County of Solano, State of California, known and described as "ROLANDO PARK", according to the Official Map thereof; filed for record on May 15, 1959, in the Office of the County Recorder of said County of Solano, in Book 18 of Maps at page 53.

WHEREAS, the undersigned did execute and place of record a Declaration of Restrictions for purpose of carrying out the purposes therein recited. Such Declaration was recorded June 19, 1959, in Book 980 of Official Records, at page 188, Instrument No. 12684, and

WHEREAS, it has been found that said Restrictions do not contain the true facts as originally intended to be shown in said Declaration,

NOW, THEREFORE, the undersigned, the owners, of all of said subdivision hereby rescinds and declares the above mentioned Declaration of Restrictions to be null and void and of no effect,

AND FURTHER, does hereby certify and declare that it has established and does hereby establish the following Restrictions, Covenants and Conditions; subject to which all lots, parcels and portions of said subdivision shall be held, used, leased, sold and conveyed, each of which is for the benefit of said property and each and every lot and parcel thereof and shall apply to, and bind the respective heirs, executors, administrators, successors in interest, and assigns of the undersigned Declarants, as follows:

1. No buildings other than one detached single family private residence, a private garage for the use of the occupants of such residence and other usual and appropriate outbuildings, strictly incident to and appurtenant to a private residence, shall be erected or maintained to any lot or plot in said subdivision. No use whatsoever except in connection with its use and improvement as the site and grounds of a private residence shall be made of any lot or plot therein. The term "private residence" is intended to exclude every form of multi-family dwelling, boarding or lodging house, sanitarium, hospital and the like, but is not intended to exclude a "guest house" for the entertainment of social guests, not servants' quarters for servants or other employees employed upon the premises.

2. No single family dwelling shall be erected or permitted to remain on any lot used for residential purposes in said subdivision having a ground floor area, exclusive of open porches, garage or other outbuildings, of less than Eight Hundred and Fifty (850) square feet.

3. No building shall be located on any lot nearer to the front lot 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 25 feet to the front lot line, or nearer than 12.5 feet to any side street line except on Lot 36, in Block 7 and Lots 1, 2, 3, 4 and 6, in Block 3, abutting Woolner Avenue no building shall be located nearer than 10 feet to the side street property lines. No building shall be located nearer than 5 feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory buildings located within the minimum building set back line. No dwelling shall be located on any interior lot nearer than 20 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.

4. No more than one dwelling house shall be erected on any lot used for residential purposes. No lot shall be divided in to lots having a smaller frontage than the smallest lot on the street where said lot fronts.

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5. No trailer, basement, tent, shack, garage or other outbuildings shall be used as a temporary or permanent residence, nor shall any residential structure be moved on to said subdivision from any other location. When the erection of any structure is once begun, the work thereon must be prosecuted diligently and said structure must be completed within a reasonable time.

6. No dwelling shall be erected or placed on any lot having a width of less than 55 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 850, square feet.

7. No fence, construction or obstruction, of any material whatsoever, and no hedge or planting of a permanent nature, may be placed, or allowed to grow, on any portion of any lots or lot within this subdivision nearer to the street than that portion of the front wall of any dwelling on such lots farthest removed from the street on which it fronts, or nearer to any side street than the setback line shown and delineated on the recorded map of the tract or subdivision.

Nothing in this paragraph shall be construed as preventing the planting of a suitable shade tree between such dwelling and the street on which it fronts, but no such planting or replanting shall be made except by or with the permission of the Declarant or the Park Department of the City of Fairfield, and any such shade tree shall be selected, as to variety, and located, as to placement, by or with the permission of the Declarant or the park Department of the City of Fairfield.

8. Easements for installation and maintenance of utilities and drainage facilities as shown on the recorded plat.

9. In order that the harmonious appearance of the subdivision may be maintained, no portion of the exterior surface of any dwelling or garage may be painted or repainted without first submitting to the tract committee for approval, color samples and paint schemes. Any painting or repainting of the exterior masonry walls must be accomplished with a paint that will meet the specifications of the manufacturing of the material to be painted. Should the tract committee fail to approve or disapprove the proposed painting within 30 days of submitting the necessary samples and schemes, the proposed painting may be accomplished as though such approval had been granted.

10. No building, fence, wall or other permanent structure shall be erected, altered or placed on any lot in said subdivision until building plans, specifications and plot plan showing the location of structures on the lot have been submitted to and approved in writing as to conformity and harmony of external design and as not interfering with the reasonable enjoyment of any other lot, by an Architectural Committee composed of Manuel Jacinto and Ed Cowperthwaite, nor shall the color of any building, fence, wall or other permanent structure be changed unless approved by said Architectural Committee. Upon failure by the Committee or its designated representative to approve or disapprove plans and specifications for new structure or change in color of any existing structures within thirty (30) days after the same have been properly presented, approval thereof will be deemed to have been made, provided the proposed construction complies with all the provisions otherwise of this declaration. If any member of the Committee resigns or is unable to act, the remaining members shall appoint his successor. Pending such appointment, the remaining member shall discharge the functions of the Committee. At any time the Committee may by recorded statement to that effect relinquish the right herein reserved to appoint and maintain the Committee and at such time the then record owners of fifty per cent (50%) or more of the lots in said subdivision may elect and appoint a Committee of three (3) or more of such owners to assume and exercise all of the powers and functions of the Committee specified herein. No member of any Architectural Committee, however created, shall receive any compensation or make any charge for his services as such.

11. No hogs or livestock which shall prove objectionable to the residents of this subdivision shall be kept or placed on any portion of any lot or parcel in said subdivision. No lot or plot or building thereon in said subdivision shall be used for the keeping or breeding of fowl, animals or livestock of any kind for commercial purposes.

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12. No sign of any kind shall be displayed to the public view on any lot except one provisional sign of not more than 1 square foot, 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.

13. 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.

14. 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.

15. 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 Fairfield. Approval of such system as installed shall be obtained from such authority.

16. Protective screening areas are established as shown on the recorded plat, including a 10-foot strip of land on the residential lots along the property lines of Woolner Avenue. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", planting, fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

17. 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.

18. If any restriction, covenant or condition herein specified or any part thereof, is invalid or for any reason becomes unenforceable, no other restriction, covenant or condition, or any part thereof, shall be thereby affected or impaired.

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

20. The various restrictive measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each lot in said subdivision, and failure by the Declarants or any other person or persons entitled so to do to enforce any measure or provision upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so.

21. These covenants, restrictions and agreements shall run with the land and shall continue in full force and effect until January 1, 1990, at which time the

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same shall be automatically extended for successive periods of ten (10) years, unless by a duly executed and recorded statement, the then owners of fifty per-cent (50%) or more of the lots in the said subdivision, as shown on the recorded map thereof, elect to terminate, or amend said restrictions in whole or in part.

22. Each grantee of a conveyance or purchaser under a contract or agree-ment of sale by accepting a deed or contract of sale or agreement of purchase, ac-cepts the same subject to all of the covenants, restrictions, easements and agree-ments set forth in this Declaration and agrees to be bound by the same.

23. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

It is specifically understood and agreed that although title to the real property hereinabove described stands of record in the name of Solano County Title Company, a corporation, such Company has no real interest in said property; but merely holds the naked legal title thereto for Zupan Builders, Inc., a corporation, and that Solano County Title Company executed this instrument as record owner with-out warranty, express or implied.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed by its officer thereunto-duly authorized, this 26th day of January, 1960.

ZUPAN BUILDERS, INC.

AL

By Manuel Jacinto
Manuel Jacinto, President

SOLANO COUNTY TITLE COMPANY,
a California corporation

AL

By Garry C. Rees
Garry C. Rees, Secretary-Manager

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STATE OF CALIFORNIA, }
COUNTY OF SOLANO } ss.

On this 26th day of February in the year one thousand nine hundred and 1962,
before me, R. T. Rowe a Notary Public in and for the County of Solano,
State of California, residing therein, duly commissioned and sworn, personally appeared
James J. [unclear]
known to me to be the [unclear]
of the corporation described in and that executed the within instrument, and also known
to me to be the person who executed the within instrument on behalf of the corpora-
tion therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official
seal in the Solano County of Solano
the day and year in this certificate first above written.

SEAL

R. T. Rowe
Notary Public in and for the County of Solano, State of California.
My Commission Expires 12-25-61

STATE OF CALIFORNIA, }
COUNTY OF SOLANO } ss.

On this 26th day of January in the year one thousand nine hundred and Sixty
before me, GEORGE TOMASINI a Notary Public in and for the County of Solano,
State of California, residing therein, duly commissioned and sworn, personally appeared
Garry C. Rees
known to me to be the Secretary-Manager
of the corporation described in and that executed the within instrument, and also known
to me to be the person who executed the within instrument on behalf of the corpora-
tion therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official
seal in the Solano County of Solano
the day and year in this certificate first above written.

George Tomasini
Notary Public in and for the County of Solano, State of California.
My Commission Expires Dec. 9, 1962

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SUBORDINATION AGREEMENT

WHEREAS, the undersigned are trustees or beneficiaries under certain Deeds of Trust that appear of record in the office of the County Recorder, of the County of Solano, State of California, encumbering the property herein above described,

WHEREAS, it is the intention of the undersigned that such Deeds of Trust be subject and subordinate to the restrictive covenants and conditions contained in the Recision and Declaration of Restrictions attached hereto, and hereby made a part thereof.

NOW THEREFORE, the undersigned hereby declares that such record Deeds of Trust are subject and subordinate to the restrictive covenants and conditions contained in the Declaration of Restrictions incorporated by reference hereto.

IN WITNESS WHEREOF, the undersigned have executed these presents this 26th day of January, 1960.

SOLANO COUNTY TITLE COMPANY, a corporation, Trustee

ZUPAN BUILDERS, INC., a corporation, Beneficiary

By Donald B. Maffei
Donald B. Maffei
Assistant Secretary

By Manuel Jacinto
Manuel Jacinto
President

ANGLO SAFE DEPOSIT COMPANY a corporation, Trustee

CROCKER ANGLO NATIONAL BANK, a national banking association, Beneficiary

By E. V. Taylor
E. V. Taylor
Vice President

By E. V. Taylor
E. V. Taylor
Vice President

By Geoffrey
Geoffrey
Assistant Secretary

By Geoffrey
Geoffrey
Assistant Cashier

SYAR & HARMS, a co-partnership, Beneficiary

By Partner
Partner

STATE OF CALIFORNIA, }
COUNTY OF SOLANO } ss.

On this 26th day of January in the year one thousand nine hundred and Sixty before me, Garry C. Rees a Notary Public in and for the County of Solano

State of California, residing therein, duly commissioned and sworn, personally appeared Donald B. Maffei

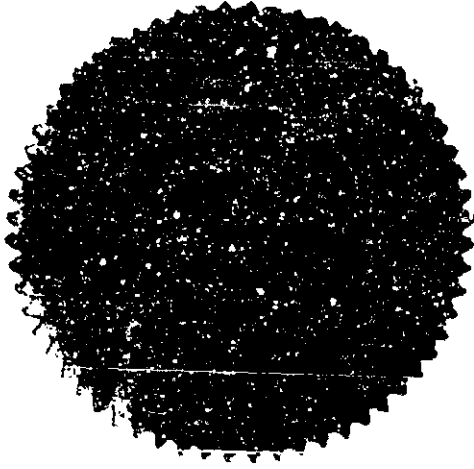
known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Solano the day and year in this certificate first above written.

SEAL Garry C. Rees
Notary Public in and for the County of Solano, State of California.
My Commission Expires April 22, 1962

STATE OF CALIFORNIA
City and County of San Francisco

Anglo safe deposit



On this 28th day of January in the year one thousand nine hundred and sixty before me, ALICE C. MORSE, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared E. V. Taylor

Geo. A. Rice known to me to be the Vice President & Assistant Secretary respectively of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of 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

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County of San Francisco the day and year in this certificate first above written.

ALICE C. MORSE Notary Public in and for the City and County of San Francisco, State of California.
My Commission Expires August 25, 1967

(CORPORATION)

STATE OF CALIFORNIA

County of SOLANO

On this 26th day of January in the year one thousand nine hundred and sixty before me, [Signature] a Notary Public in and for the County of Solano, State of California, residing therein, duly commissioned and sworn, personally appeared [Signature]

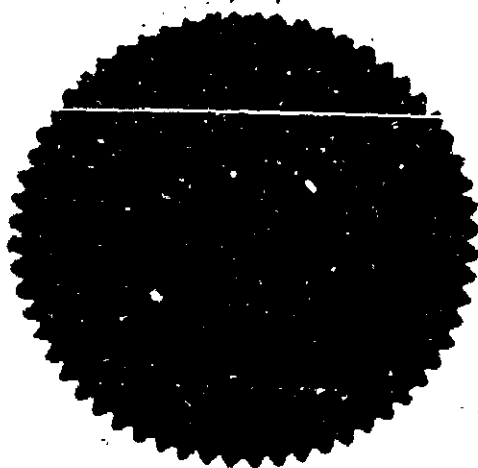
known to me to be one of the partners of the partnership that executed the within instrument and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Solano the day and year in this certificate first above written.

Notary Public in and for the County of Solano, State of California.
[Signature]

STATE OF CALIFORNIA
City and County of San Francisco

Crocker-Anglo Bank



On this 28th day of January in the year one thousand nine hundred and sixty before me, ALICE C. MORSE, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared E. V. Taylor

Geo. A. Rice known to me to be the Vice President & Assistant Cashier respectively of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of 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.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County of San Francisco the day and year in this certificate first above written.

ALICE C. MORSE Notary Public in and for the City and County of San Francisco, State of California.
My Commission Expires August 25, 1967

(CORPORATION)