

**The following notice is pursuant to
Subdivision (b) of Section 12956.1 of the
California Government Code**

Notice

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, 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.

Amended January 1, 2012

Solano County

When Recorded Mail To:
Transamerica Title Ins. Co.
P.O. Box 339
Fairfield, Ca. 94533
Order No. 101155

DocuSigned by:
Tami Phillips, Executor
2421038FD0474D1...
4/26/2021 | 3:21 PM PDT 7903

RECORDED AT REQUEST OF
TRANSAMERICA TITLE
INSURANCE CO.
4/26 min. past 10:4
APR 13 1972

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

PART A. PREAMBLE: This Declaration, made this 12th day of April 1972, by HOFMANN CONSTRUCTION COMPANY, a California corporation hereinafter called Declarants,

OFFICIAL RECORDS SECTION
SOLANO COUNTY, CALIF.
Raymond S. Russell
Recorder

WITNESSETH:

WHEREAS, Declarants include all of the record owners related to that real property which has been subdivided into lots designated as Lots 1 through 181, inclusive, as shown on that certain map entitled: "WOODSIDE, VALLEJO, SOLANO CO., CALIF.", filed in the Office of the County Recorder of said County on APRIL 13, 1972, in Book 26 of Maps, page 21.

WHEREAS, Declarants desire to subject said real property to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property, and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest of and any owner thereof.

NOW THEREFORE, Declarants hereby declare that the real property herein described is and shall be held, transferred, sold and conveyed subject to the conditions, restrictions and covenants hereinafter set forth.

PART B. AREA OF APPLICATION

The residential area covenants hereinafter set forth in Part C in their entirety shall apply to all of the building sites designated by lot numbers within said subdivision.

PART C. RESIDENTIAL AREA COVENANTS.

C-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. 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 setback line unless similarly approved.

The Architectural Control Committee is composed of Kenneth H. Hofmann, Barrett E. Scherman, and Albert T. Shaw, all addressed at 989 Detroit Avenue, South, Concord, 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.

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.

C-2 DWELLING COSTS, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than Ten Thousand Dollars (\$10,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of 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 of single story dwellings exclusive of open porches and garages, shall be not less than nine hundred (900) square feet. The ground floor area of two story structures, exclusive of open porches and garages, shall be not less than seven hundred (700) square feet.

C-3 BUILDING LOCATIONS. No building shall be located on any lot or building site nearer than the respective setback lines delineated on the recorded subdivision map hereinbefore referred to. No building shall be located nearer than five (5) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located forty (40) feet or more from the minimum

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building setback line. No dwelling shall be located on any interior lot nearer than ten (10) feet to the rear lot line. For the purpose of this covenant, caves, 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.

C-4 LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than forty (40) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than five thousand (5,000) square feet.

C-5 EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the filed plat.

C-6 NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

C-7 TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

C-8 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 sales period.

C-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 designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-10 LIVESTOCK AND POULTRY. No animals, 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 any commercial purposes.

C-11 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.

C-12 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 placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them at points twenty-five feet from the intersections 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 ten (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 obstructions of such sight lines.

C-13 PROTECTIVE SCREENING AREA. Lots 66 through 79, inclusive, and Lots 176 through 181, inclusive, which lots lie adjacent to Sereno Drive, North Camino Alta Drive and Richardson Drive will be provided with protective screening and/or decorator fencing. Said protective screening and/or fencing, in addition to the planting easement for trees, will be provided at the expense of the developer and all future maintenance of said screening and/or trees planted within the planting easement as provided on the map shall be at the expense of the owners, their heirs and/or assigns of the hereinbefore referred to lots. Said lots are further restricted in the following manner: no ingress or egress and/or vehicular access over or across the areas mentioned above where protective screening and/or fencing exists shall be permitted. Lots 79 through 90, inclusive, Lots 92 through 94, inclusive and Lots 98 through 100, inclusive which lots lie adjacent to Southern Pacific Railroad right-of-way as set forth on the map of Woodside Subdivision are restricted in the following manner: no ingress, egress, and/or vehicular access over or across the rear areas which abut on the aforementioned Southern Pacific Railroad right-of-way shall be permitted.

C-14 SLOPE CONTROL AREAS. Slope Control Areas are reserved as shown on the plan entitled: "Slope Control Areas" attached hereto and made a part hereof. Those lots shown on the above mentioned subdivision map affected by said Slope Control Areas are Lots 1-10, inclusive, 26-37, inclusive, 55-57, inclusive, 66-71, inclusive, 79 - 101, inclusive, 110-113, inclusive, 117-122, inclusive, 125-130, inclusive, 132-139, inclusive, 141-144, inclusive, 146-148, inclusive, 151-154, inclusive, 163-172, inclusive and 174-181, inclusive. 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 or flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements on 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.

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PART D. GENERAL PROVISIONS

D-1 TERMS. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of fifteen years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

D-2 ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

D-3 SEVERABILITY. 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 affect.

D-4 BREACH OF COVENANT. The breach of covenants, conditions and restrictions herein shall not defeat the lien or encumbrance of any mortgage or deed of trust, and in case of entry the title shall remain subject to such Mortgage or Deed of Trust; provided, however, that the purchaser at any foreclosure sale under any such Mortgage or Deed of Trust and at any Trustee's Sale under any such Deed of Trust, his or its successors and assigns shall take and thereafter hold the title subject to all of the covenants, conditions and restrictions set forth in this Declaration.

IN WITNESS WHEREOF, Declarants have executed this instrument the day and year hereinabove written.

HOFMANN CONSTRUCTION COMPANY, a
California corporation

By: Albert T. Shaw
Albert T. Shaw, Vice President

STATE OF CALIFORNIA
COUNTY OF SOLANO

} SS

ON April 12, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Albert T. Shaw

known to me to be the Vice President, and known to me to be the Secretary of the Corporation that executed the within instrument and the officers 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.



Notary's Signature

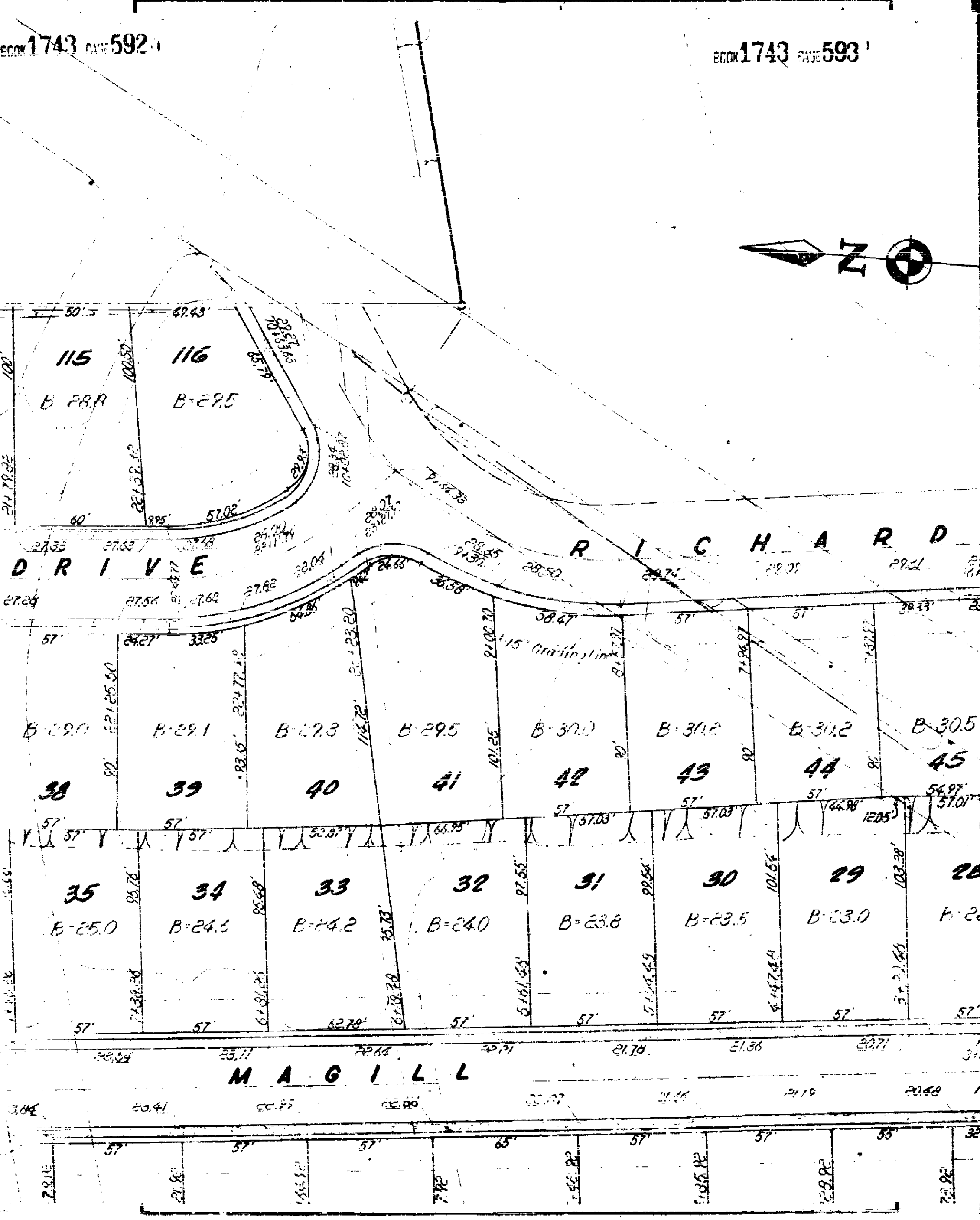
Vella P. Myers
Vella P. Myers

CORPORATION ACKNOWLEDGMENT
Form No. 14

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BOOK 1743 PAGE 592

BOOK 1743 PAGE 593



Solano County

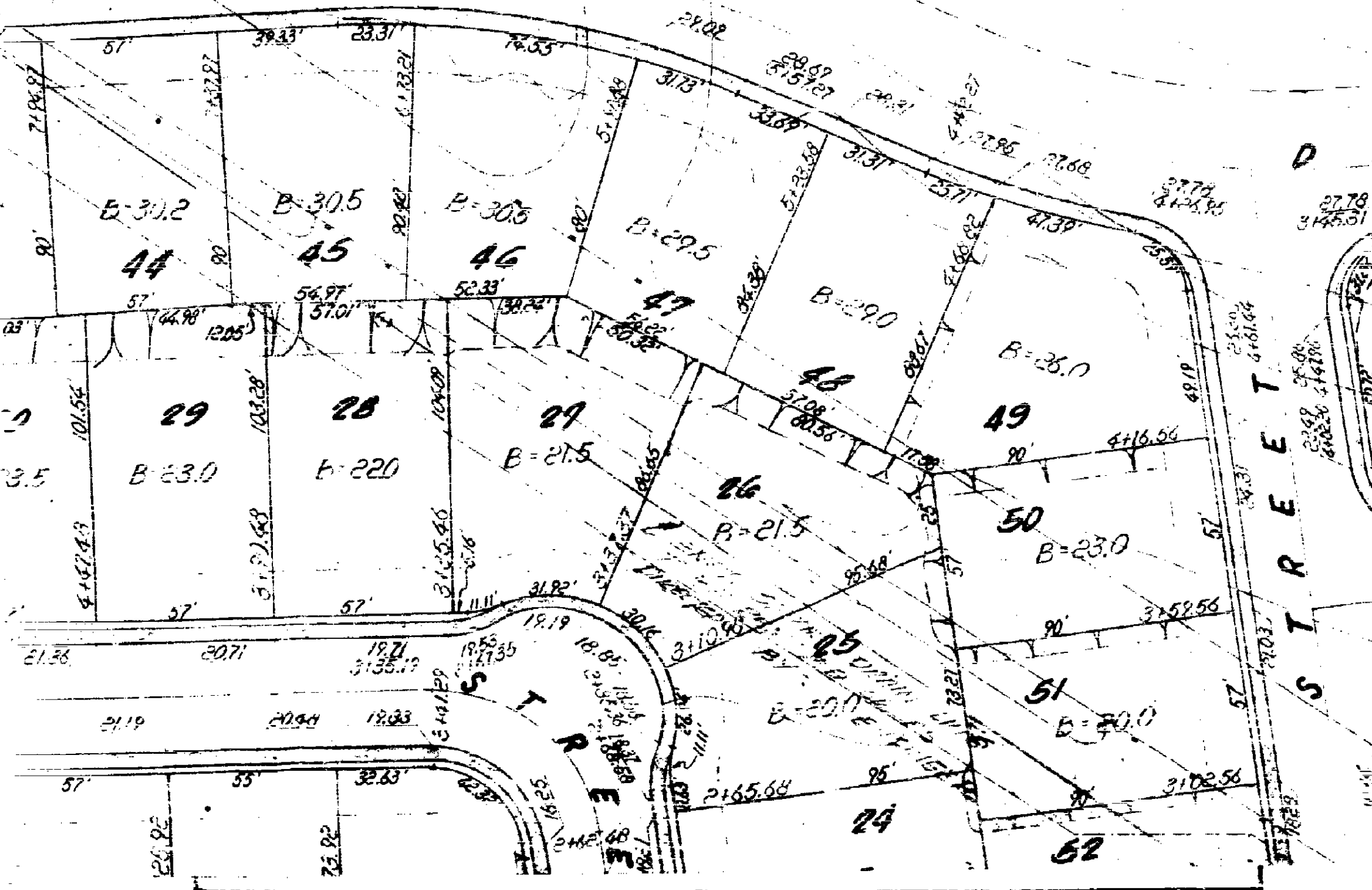
1743 PAGE 593'

BOOK 1743 PAGE 594'



H A R D S O N

29.37 29.31 29.51 29.58



S T R E E T

27.78 3146.01

23.69 3141.36 23.69 3141.36

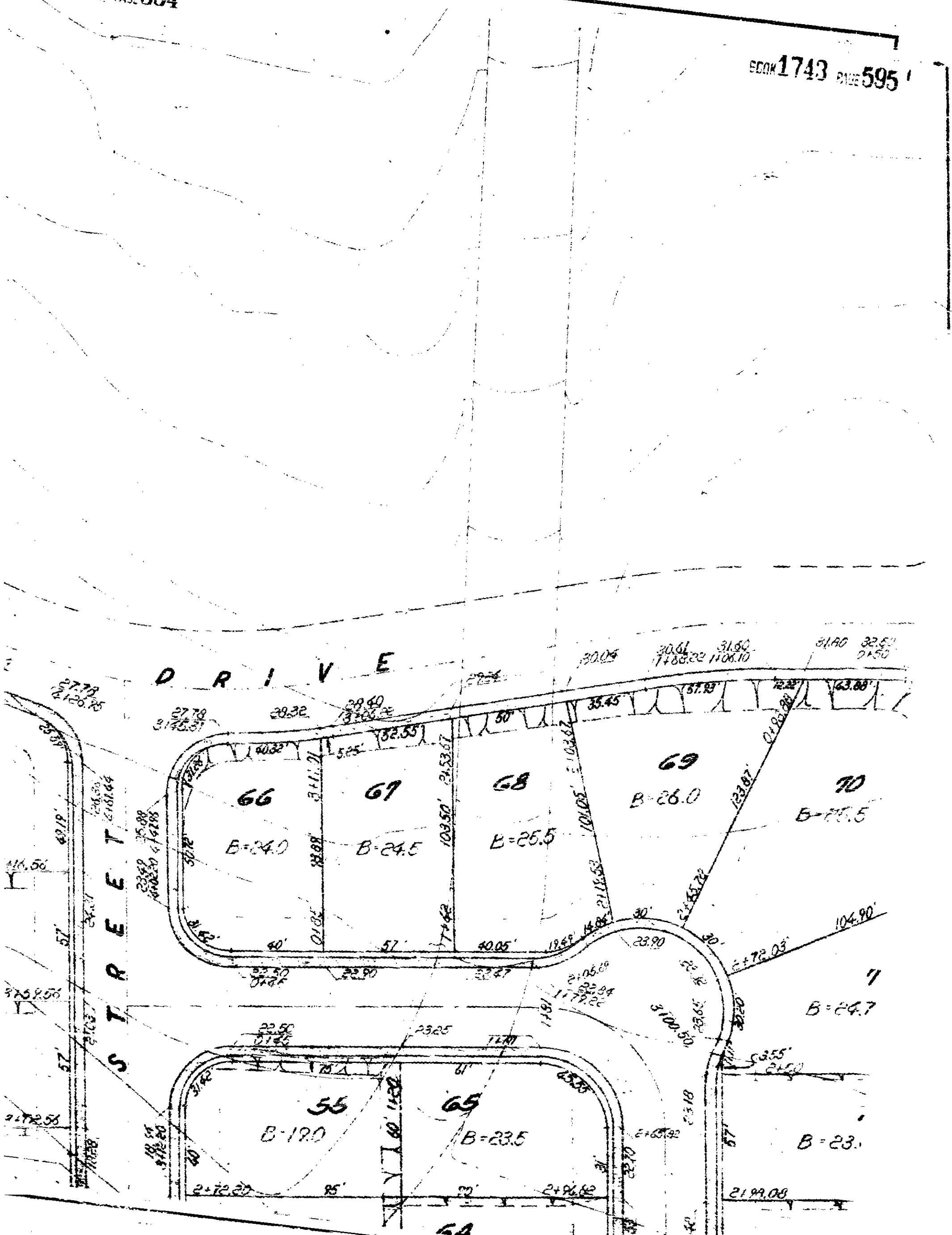
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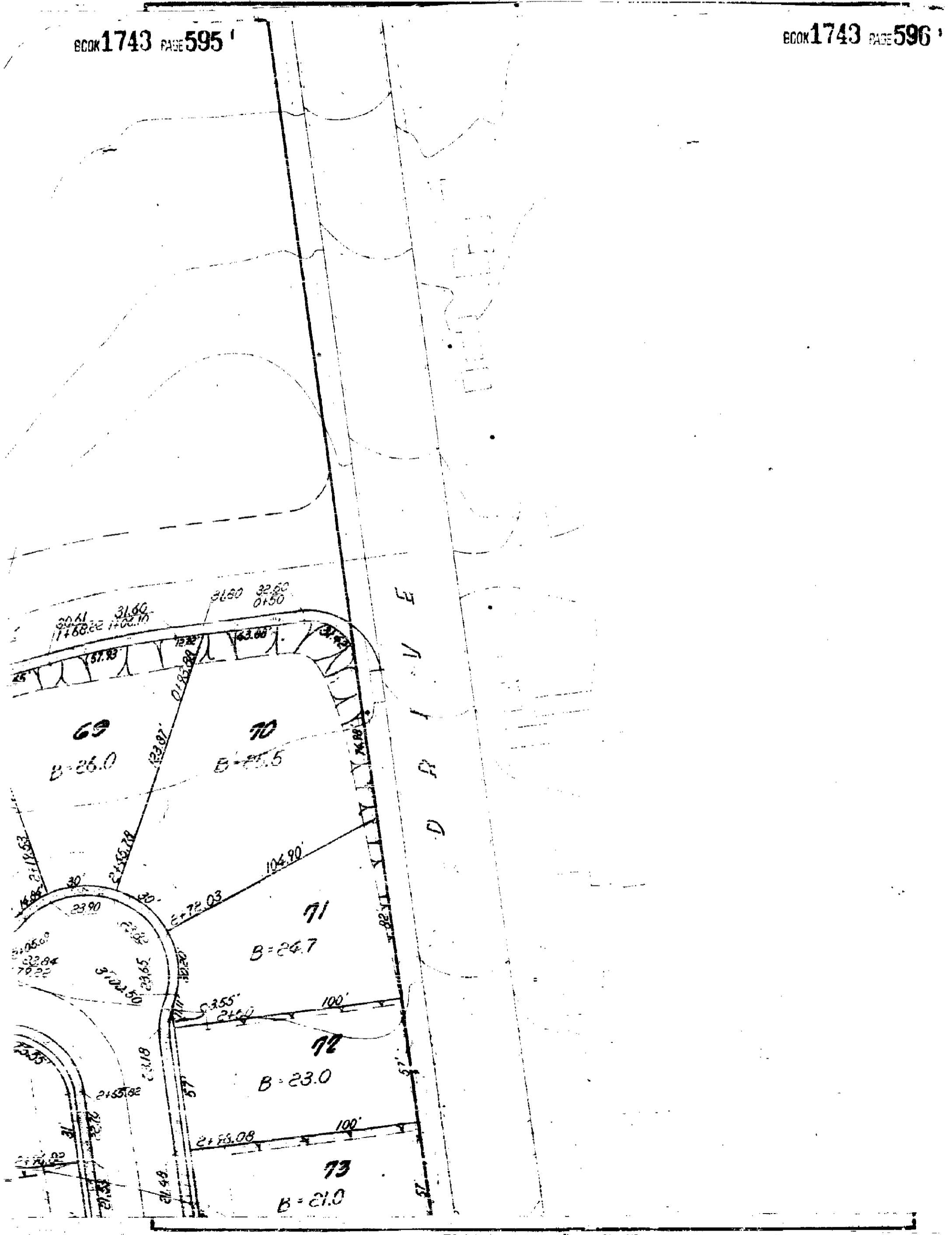
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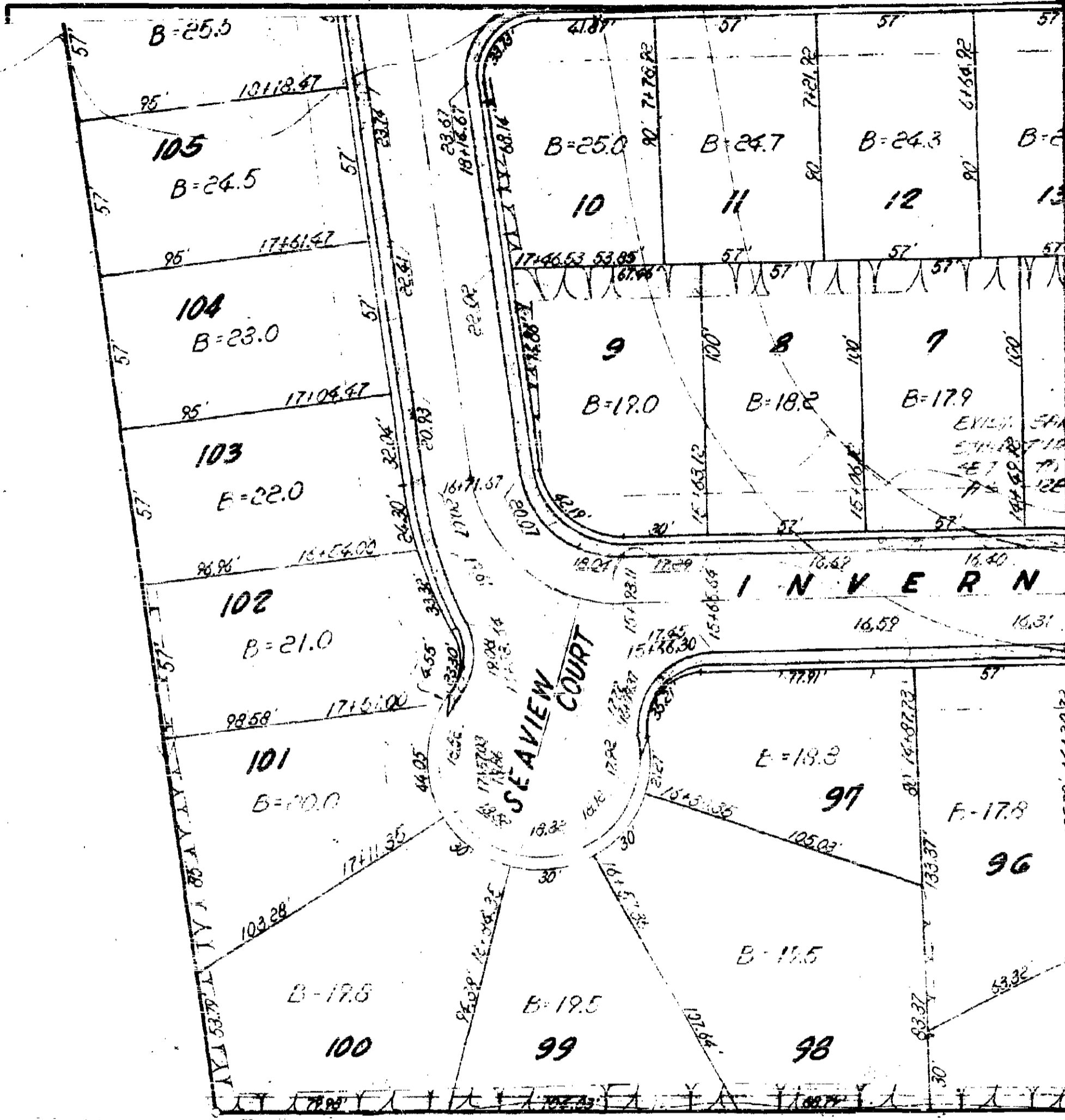
Solano County

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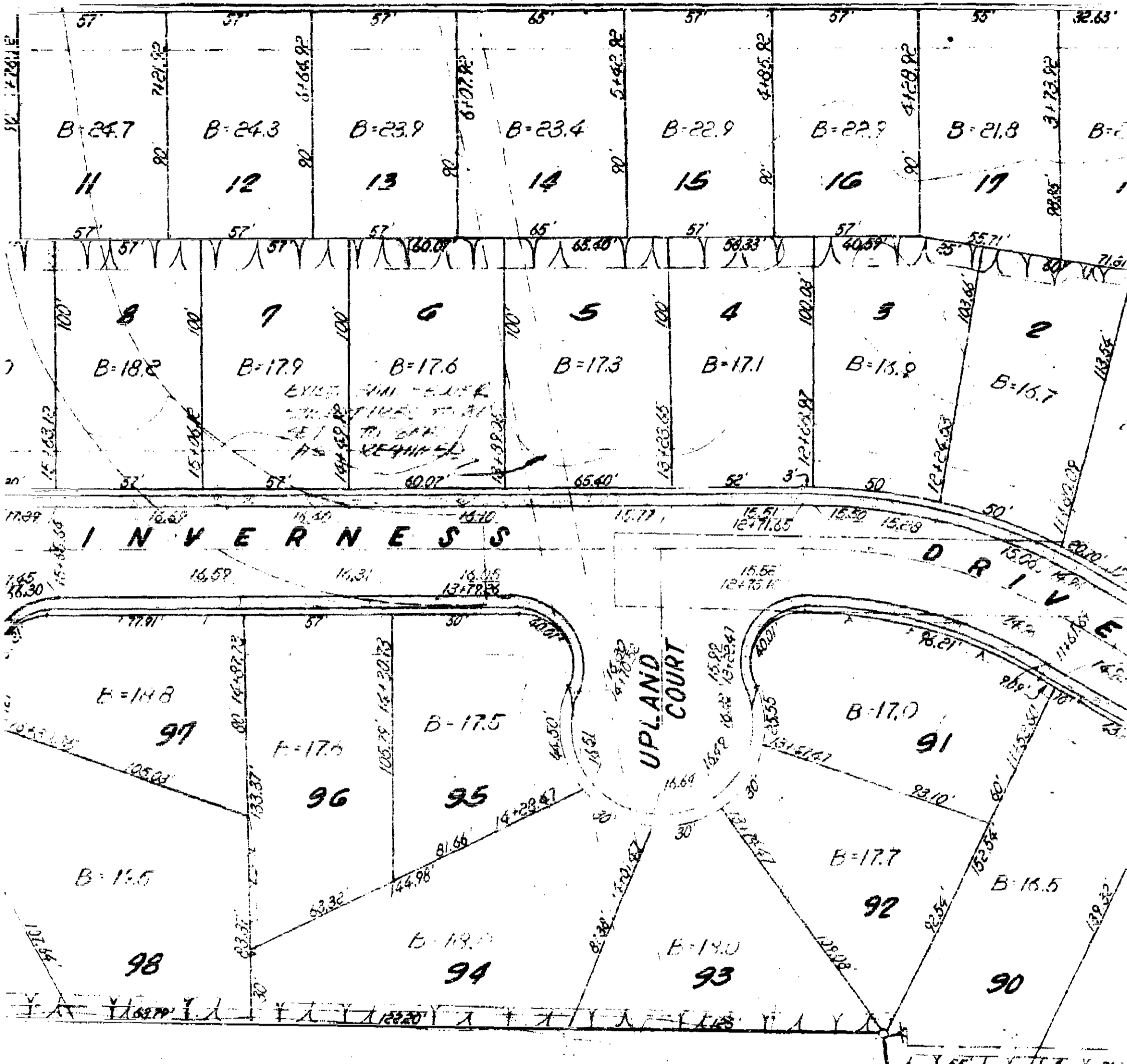
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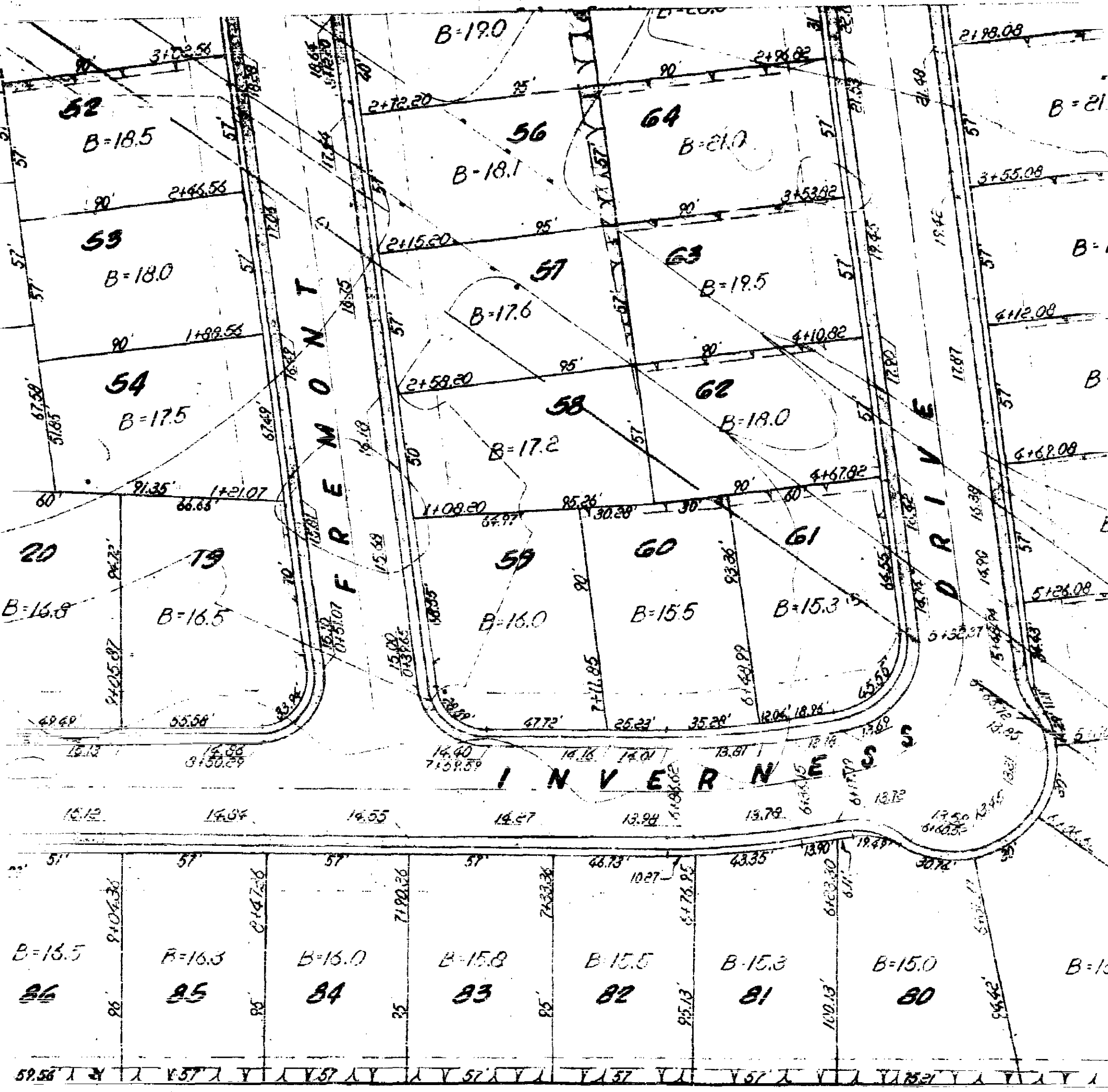


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Salerno County



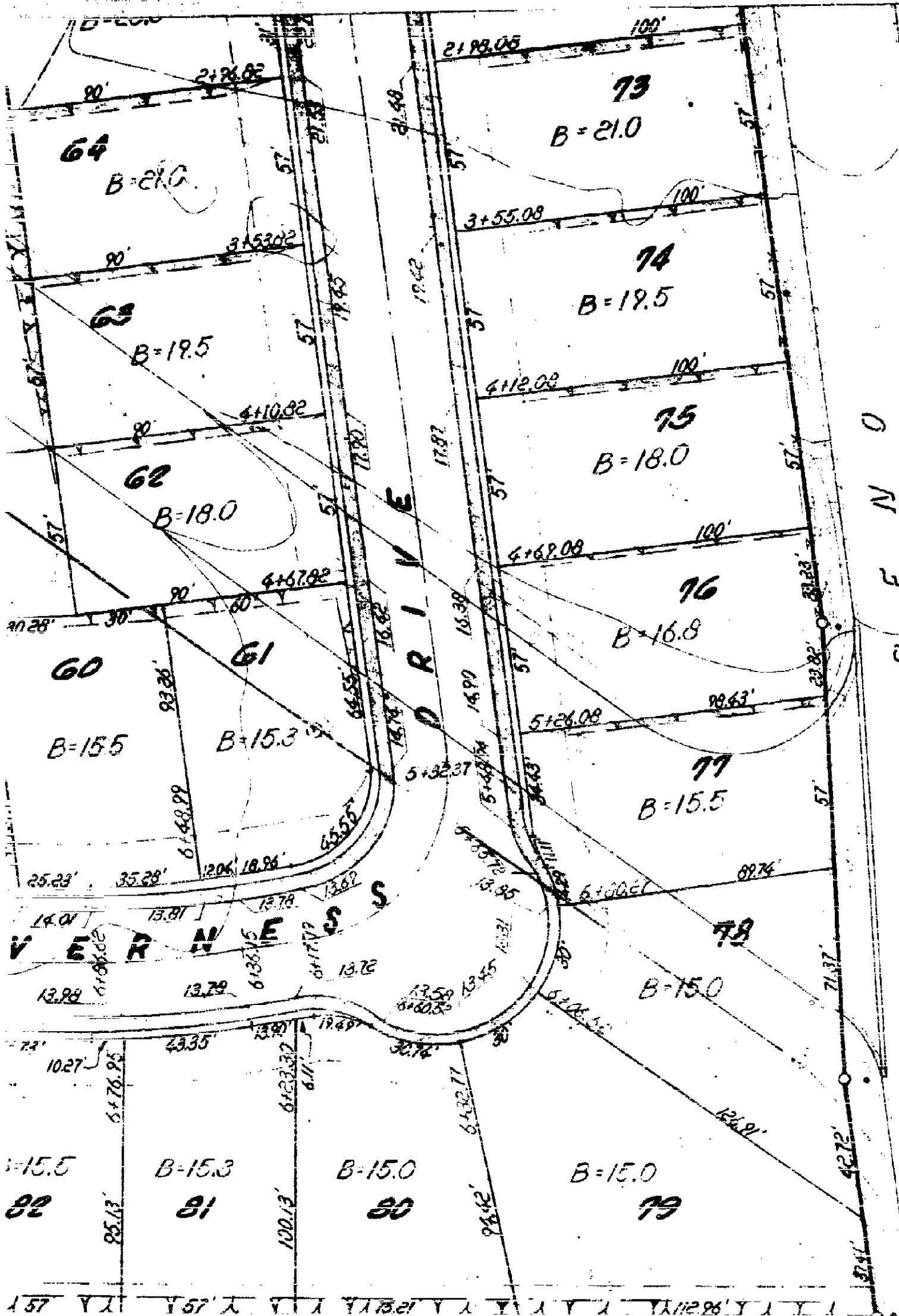


SLOPE

DATE	BY	REVISION	OTHER
3-8-72	Gen'l.	Changed Pad Elev's. Lots 39, 40, 41, 97, 98, 102, 103, 104, 105, 106	MA
3-7-72	Gen'l.	Removed Sidewalk from Courts	MA
3-7-72	Gen'l.	Removed Ret. Wall from Lots 25, 27	MA

1743 501

FOR: T.



LEGEND

1/4" = 1' slope

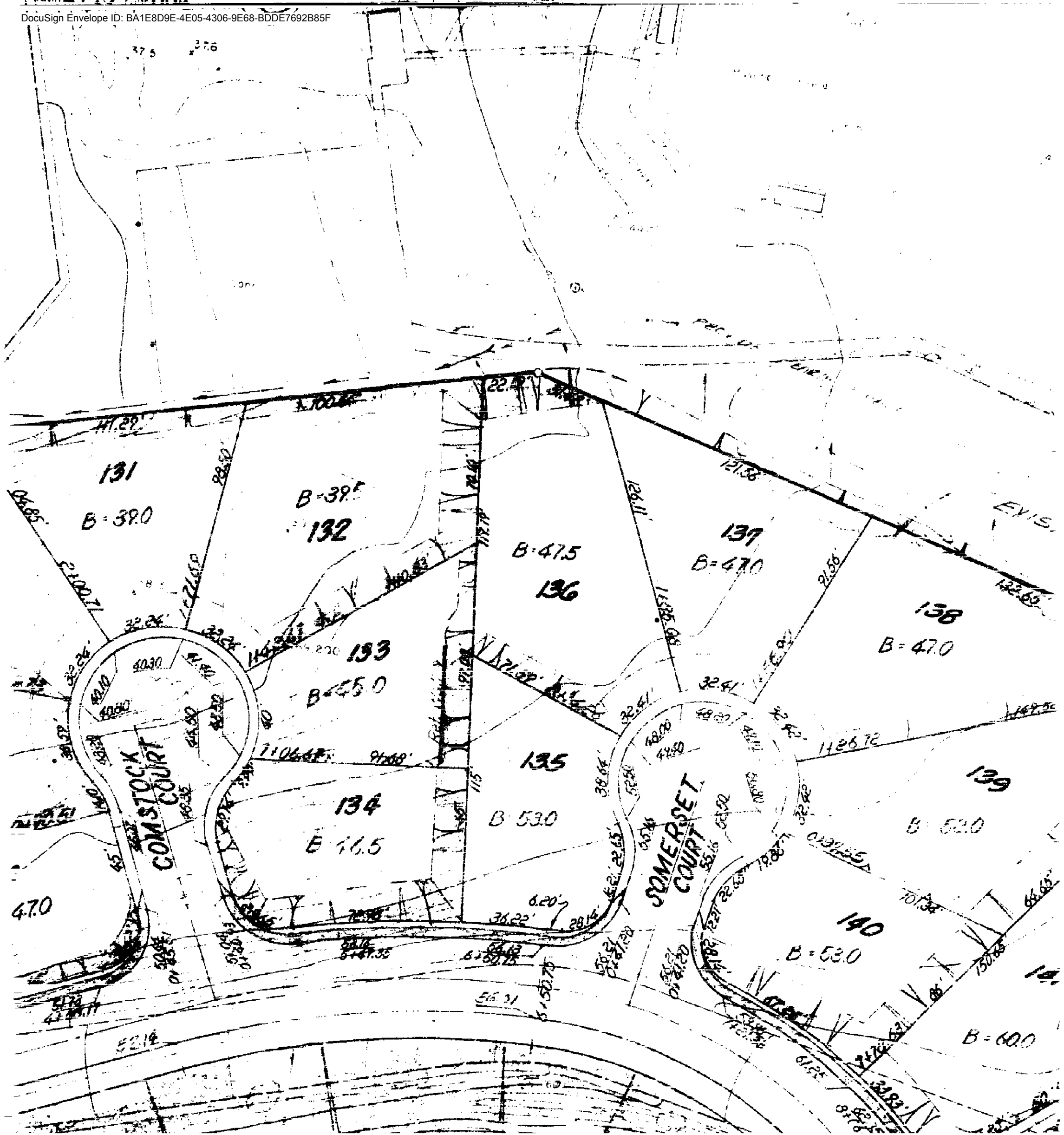
SLOPE CONTROL

**GRADING PLAN
WOODSIDE**

VALLEJO, CALIFORNIA

SCALE: 1" = 40'	EC
DATE: 2-1-72	
DRWN: M.A. & L.V.E.	
CHK:	

Changed Pad Floor Levels
 Removed Sidewalk from Courts



Plotted



137
B=47.0

138
B=47.0

139
B=52.0

140
B=63.0

141
B=60.0

142
B=57.0

143
B=57.0

144
B=60.0

145
B=56.0

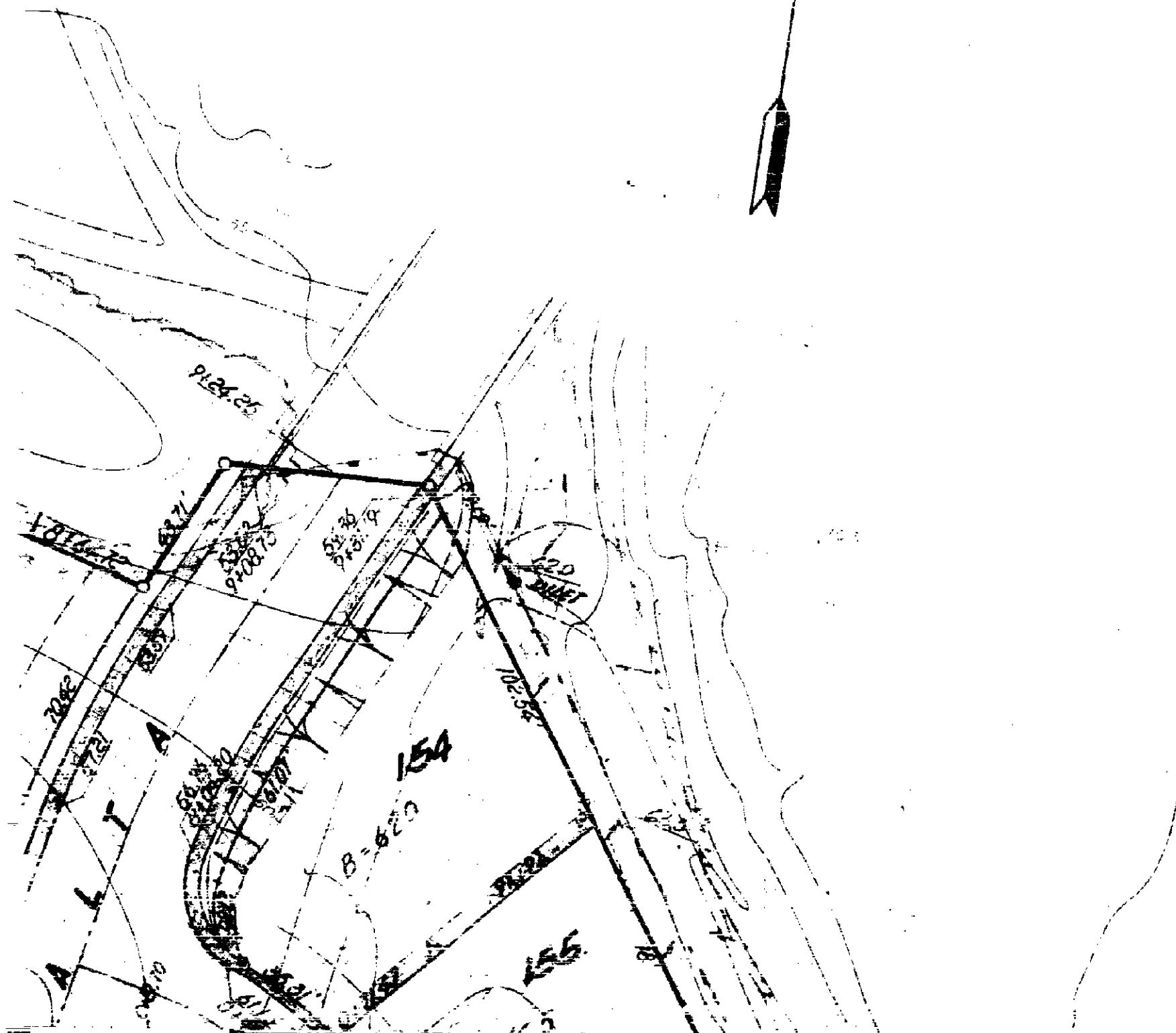
152
B=60.0

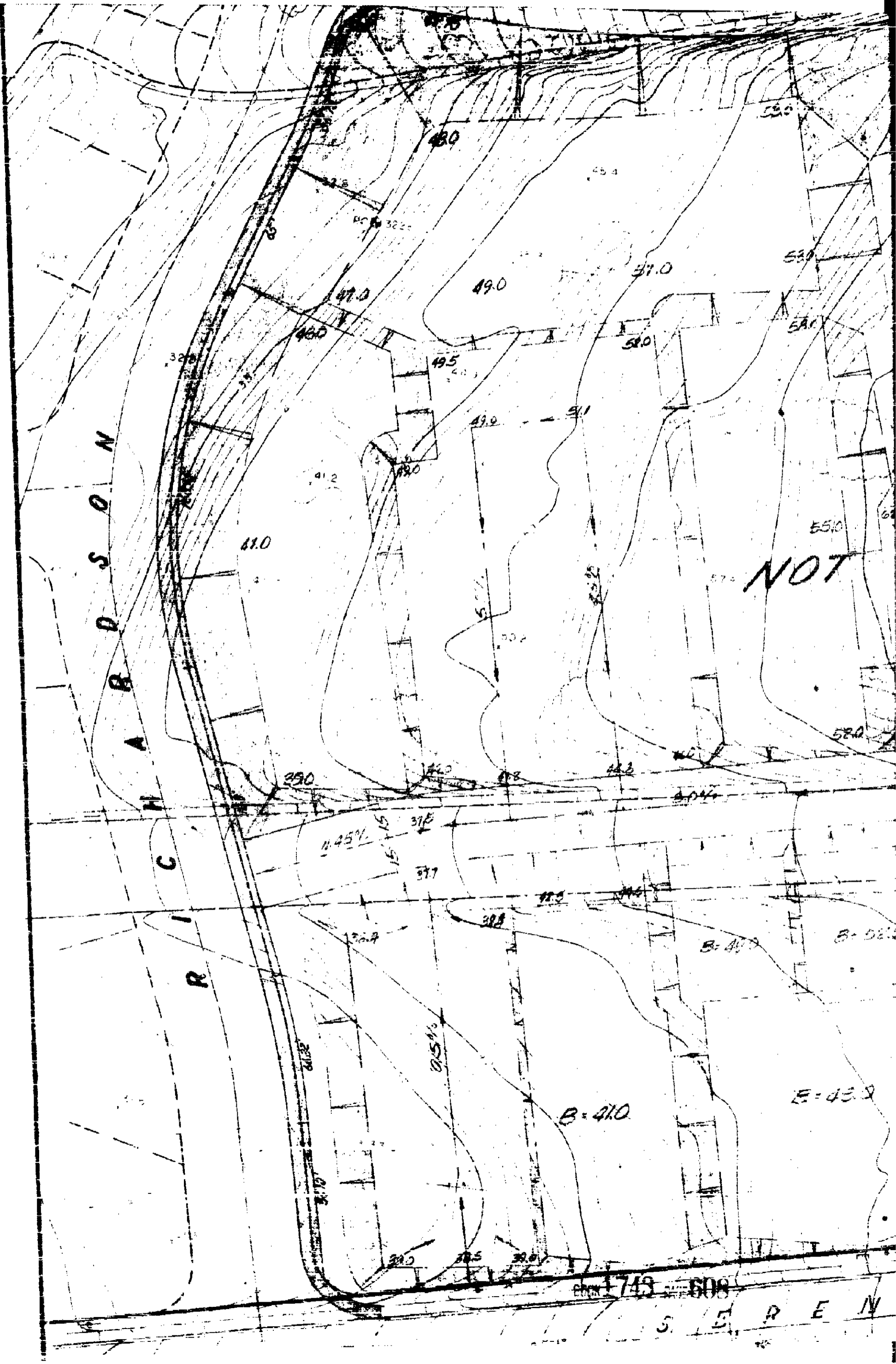
EXISTING

ELECTRIC LINES
(10' BENCHING)

SEHILL COURT

TELEPHONE LINES





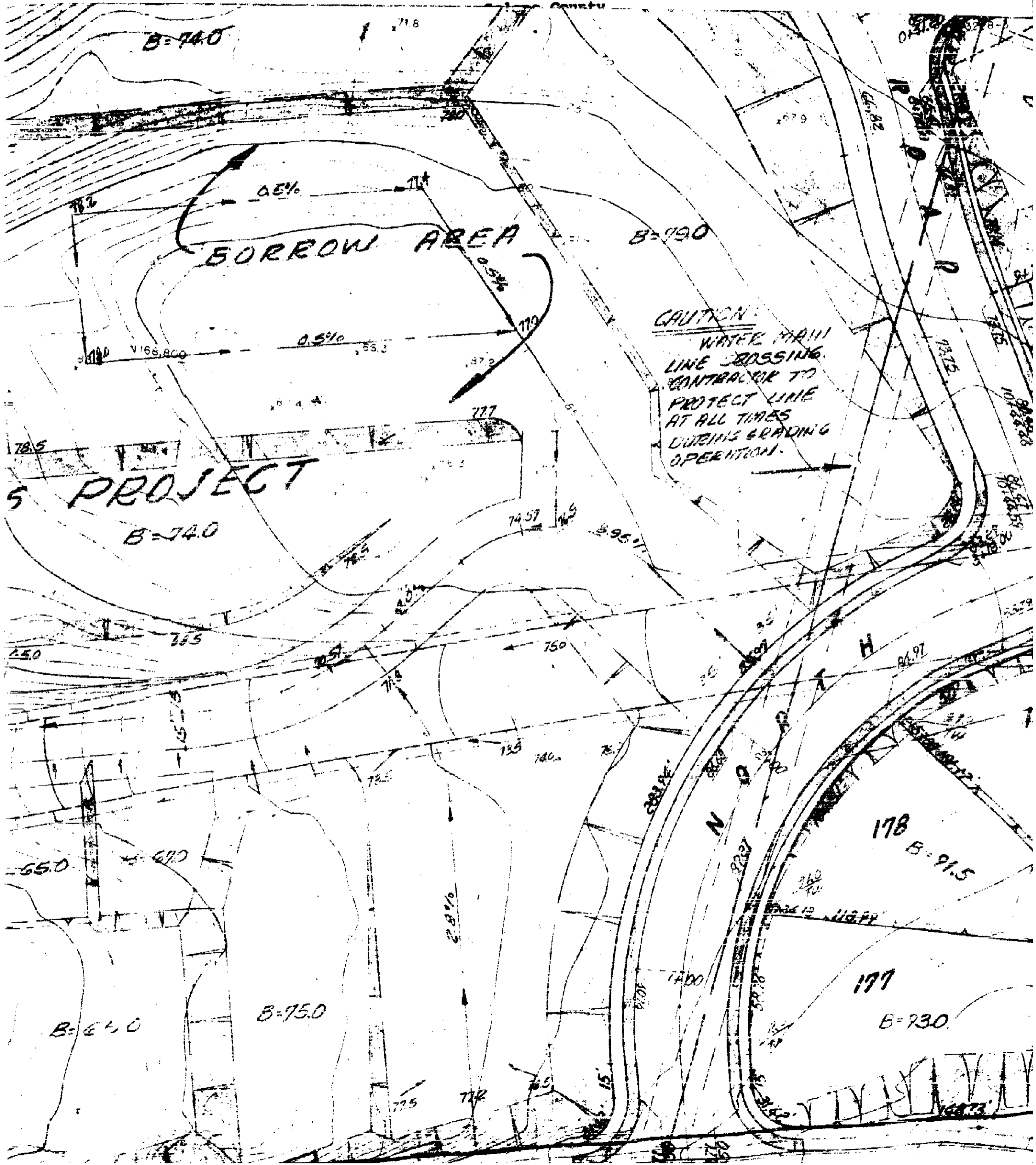
NOT

B-410

E-432

743 608

S E R E N



B=740

BORROW AREA

B=790

CAUTION:
WATER MAIN
LINE CROSSING.
CONTRACTOR TO
PROTECT LINE
AT ALL TIMES
DURING GRADING
OPERATION.

S PROJECT

B=740

178 B=915

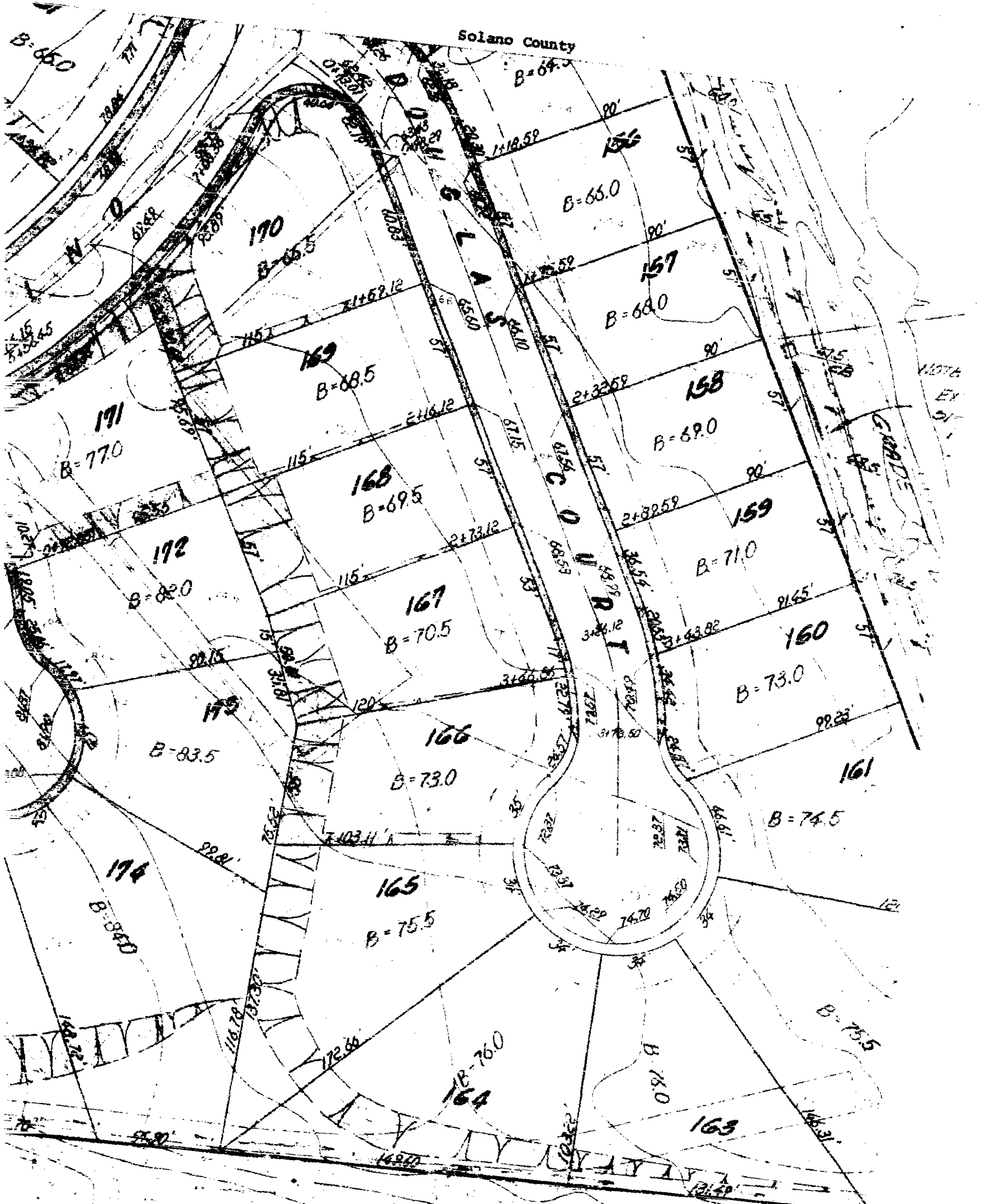
177 B=930

B=640

B=750

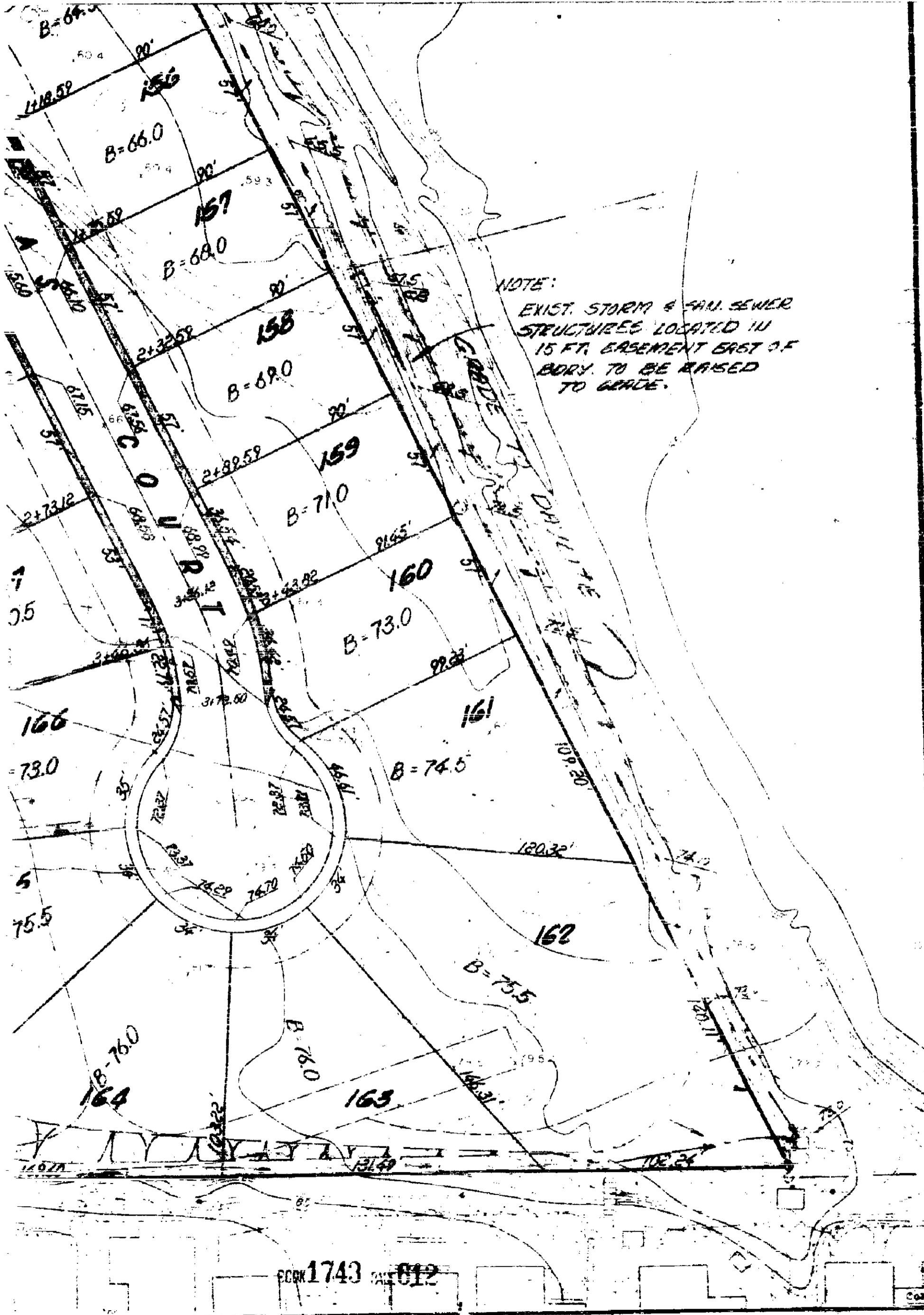
N O R T H

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NOTE EX ST

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NOTE:
 EXIST. STORM & SAN. SEWER
 STRUCTURES LOCATED IN
 15 FT. EASEMENT EAST OF
 BORD. TO BE RAISED
 TO GRADE.

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