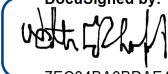
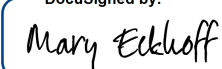


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c/o Lewis Homes Management Corp.  
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1156 N. Mountain Avenue  
Post Office Box 670  
Upland, CA 91785-0670**

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Recorded By:  
FIRST AMERICAN**

**Official Records  
County of Solano  
Robert Blechschmidt  
Assessor/Recorder**

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**DECLARATION OF CONDITIONS, COVENANTS,  
RESTRICTIONS, RESERVATIONS, AND EASEMENTS  
OF  
WESTGATE - UNIT NO. 12A**

INDEX  
DECLARATION OF CONDITIONS, COVENANTS  
RESTRICTIONS, RESERVATIONS, AND EASEMENTS  
OF  
WESTGAGE - UNIT NO. 12A

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KNOW ALL MEN BY THESE PRESENTS, that LEWIS HOMES - VACAVILLE I, a California limited partnership, whose business address is 1156 North Mountain Avenue, Post Office Box 670, Upland, California 91785, hereinafter referred to as "Declarant", owner of the real property in the City of Vacaville, County of Solano, State of California, described as follows:

Lots 1 through 51, inclusive, of WESTGATE - UNIT NO. 12A, as shown on that certain Map which was filed in the Office of the Solano County Recorder on September 4, 1997, in Book 67 of Maps, at Page 29 (the "Final Map"),

hereinafter referred to as said "Covered Property" or as said "Subdivision", and said Lots hereinafter referred to as "Lot" or "Lots", as the context requires,

HEREBY CERTIFIES AND DECLARES that conditions, covenants, restrictions, reservations, and easements, hereinafter collectively referred to as the "provisions" of this Declaration, which will constitute a general scheme for use, occupancy, and enjoyment, are placed on said Covered Property for the purpose of enhancing the value, desirability and attractiveness of the Covered Property for all future grantees ("Owners") thereof, and except as provided to the contrary herein shall apply in their entirety to all Lots of said Subdivision as follows.

#### ARTICLE 1 DEFINITIONS

Unless the context clearly indicates otherwise, the following terms used in this Declaration are defined as follows:

- 1.1 City. "City" shall mean and refer to the City Vacaville, State of California.
- 1.2 County. "County" shall mean and refer to the County of Solano, State of California.
- 1.3 Declarant. "Declarant" shall mean and refer to (a) LEWIS HOMES - VACAVILLE I, a California limited partnership, its successors and assigns, by merger, consolidation, or by purchase of all or substantially all of its assets; and (b) any person or entity, his or its successors and assigns, to which the foregoing Declarant has assigned any or all of its rights and obligations by an express assignment incorporated in a deed, lease, option agreement, land sale contract, or assignment, as the case may be, transferring such interest if such assignee agrees in writing with Declarant to accept such assignment except that any Owner who has acquired fee title to any of Declarant's Lots by reason of a foreclosure of the lien of a First Mortgage or the sale under a power of sale included in such First Mortgage or by acquisition by a First Mortgage by a deed in lieu of foreclosure shall automatically succeed to the rights and obligations of the Declarant notwithstanding that such rights may not have been expressly assigned or accepted.
- 1.4 Dwelling. "Dwelling" shall mean a detached building located on a Lot and designed and intended for use and occupancy as a residence.

**1.5 Improvement.** "Improvement" shall mean all:

- (a) structures and appurtenances thereto of every type and kind, including but not limited to, buildings and additions thereto, Dwellings, out buildings, trash enclosures, walkways, sprinkler and sewer pipes or lines, garages, carports, gazebos, swimming pools and other recreational facilities, roads, driveways, parking areas, solar heating fixtures, fences, screens, screening walls, retaining walls, awnings, patio and balcony covers, stairs, decks, utility pipes, lines or wires, electrical housing, sewer and drainage systems, landscaping, hedges, slopes, windbreaks, the exterior surfaces of any visible structure, trees and shrubs, poles, signs, solar or windpowered energy systems or equipment, and water softener or heater or air conditioning, and heating fixtures and equipment;
- (b) the demolition or destruction by voluntary action of any Dwelling or other structure or appurtenance thereto of every type and kind;
- (c) the grading, excavation, filling, or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern, or change of stream bed;
- (d) landscaping, planting, clearing, or removing of trees, shrubs, grass, or plants;
- (e) any change or alteration of any Improvement including any change of material, exterior appearance, color, or texture; and/or
- (f) the processing and recordation of any lot line adjustment.

1.6 Lot. "Lot" shall mean and refer to a lot shown on the most recently filed Final Map describing such lot, as such lot may be adjusted from time to time by any recorded lot line adjustment, together with any Improvements thereon.

1.7 Mortgage and Mortgagee. "Mortgage" and "Mortgagee" shall mean and refer respectively to any duly recorded mortgage or deed of trust encumbering a Lot and the holder of the mortgagee's or beneficiary's interest under any such Mortgage. "First Mortgage" and "First Mortgagee" shall mean and refer respectively to a Mortgage which has priority over all other Mortgages encumbering a specific Lot and the holder of any such First Mortgage.

1.8 Owner. "Owner" shall mean and refer to one or more persons or entities who are alone or collectively the record owner of a fee simple title to a Lot, including Declarant, excluding those having any such interest merely as security for the performance of an obligation.

1.9 Theme Walls. "Theme Walls" are walls or fences on a residential Lot but crossing a lot line between Lots. In the case of a corner Lot, this includes the wall or fence running parallel to the street which is inside the property line of the residential Lot.

**ARTICLE 2**  
**EASEMENTS AND RIGHTS**

**2.1 Reservations to Declarant.** There are hereby reserved to Declarant, together with the right to grant and transfer same:

(a) **Utility and Drainage Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Subdivision Map or appearing in the public records of the County. In addition, Declarant hereby reserves a blanket easement upon, across, over, through, and under each Lot (other than such portion improved with a Dwelling) for ingress, egress, construction, installation, operation, replacement, repair, and maintenance of all utility and service lines, systems, and other devices and improvements which may be reasonably necessary or beneficial to the development, marketing, and sale of the Lots within said Subdivision, including, but not limited to, water, sewer, drain, gas, telephone, electricity, television, cable and/or communication lines and systems, and storm and water drains and pipes (collectively, the "Facilities"), as further provided below.

(i) Declarant shall have the power to grant and convey to any third party one or more particularly described easements and rights-of-way in, on, over, or under each Lot ("Facilities Easement(s)") for the purposes described above. Each Owner, in accepting a deed to a Lot, expressly consents to such easements and rights-of-way and authorizes and appoints Declarant (so long as Declarant owns one or more Lots in said Subdivision) as attorney-in-fact of such Owner to execute any and all instruments particularly describing and conveying such easements or rights-of-way. Each such Owner specifically recognizes that more than one particularly described Facilities Easement may be reasonably necessary or beneficial to the development, marketing, and sale of the Lots within said Subdivision.

(ii) The location of each Facilities Easement shall be fixed at the earlier of: (a) recordation in the public records of the County of a document whereby the Facilities Easement is granted, in which case the Facilities Easement shall be located at the location referenced in such document; or (b) initial construction or installation of the Facility, in which case the Facilities Easement shall be located at the location where the Facility is actually installed; provided, however, that such Facilities Easement locations may be moved or altered upon reconstruction of the Facility.

(iii) Within the locations of each Facilities Easement so fixed, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the permitted use of such Facilities Easement or the operation of the applicable Facility, which may be in violation of any ordinance or resolution of a utility or governmental agency, or which may change the direction or flow of drainage channels

or may obstruct or retard the flow of water through such channels; provided, however, that an Owner may install property-line fencing or walls subject to removal or destruction at the Owner's risk and expense if necessary to accommodate the purposes of this section.

- (iv) The easement area of each Lot, as set forth on the Final Map or other recorded document or established herein, and all Improvements on it shall be maintained continuously in good condition and repair by the Owner of said Lot, except for those Improvements which a public authority or utility is responsible to maintain.
- (v) The grantee of each Facilities Easement shall, after exercising its rights under the Facilities Easement, expeditiously repair, replace, and reconstruct any damage to a Lot caused by the exercise of such rights to at least the condition existing prior to such exercise; provided that with respect to any Improvements installed within the easement area, which in any way obstruct or interfere with the grantee's use of the Facilities Easement Area, the grantee shall not be responsible for any damage or destruction to these Improvements.
- (vi) Upon Declarant's sale of the last Lot owned by Declarant in said Subdivision, the blanket easement described in the preamble of this section shall terminate and each Owner's Lot shall be subject only to the particularly described Facilities Easement(s) actually conveyed by Declarant prior to the sale of such last Lot as otherwise provided in this section.

- (b) Improvement Easements. Easements over any portion of the Covered Property for the purpose of completing Improvements to be made by Declarant if reasonably efficient access for such purpose is not otherwise available. The work of construction and erection (or reconstruction) of any building or structure on said Subdivision by any Owner other than Declarant shall be prosecuted diligently and continuously from the commencement thereof until the same is completed.

- 2.2 Support, Settlement, and Encroachment. Should any Improvement made by Declarant or an Owner on a Lot, including walls or fences, encroach on any portion of the Covered Property adjacent thereto due to engineering errors, errors in original construction, settlement or shifting of structures, or any other inadvertent cause, the Owner of the adjacent portion of the Covered Property shall be deemed to have granted an appurtenant easement for such encroachment for so long as said Improvement, as constructed or reconstructed, shall remain in a useful state; provided, however, that no valid easement for encroachment shall exist if said encroachment occurred due to negligence or willful misconduct of the Owner of the portion of the Covered Property to be benefitted thereby.

- 2.3 Drainage Easements. There is hereby reserved to Declarant and each Owner an easement over any contiguous portion of the Covered Property (other than such portion improved with a Dwelling) for reasonable surface drainage provided that the Owner benefitting from such easement has not altered the drainage pattern established by Declarant in its original construction in a manner that alters the direction or concentration of the flow, as covenanted in Section 3.11 hereof.

**ARTICLE 3**  
**PROPERTY USAGE**

- 3.1 Nuisance. No noxious or offensive activity shall be carried on upon any Lot nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or in any way interfere with the quiet enjoyment of each of the Owners.
- 3.2 Animals. No animals or fowl, other than household pets, shall be kept or maintained on said Covered Property or any portion thereof, and none shall be kept, maintained, or raised on the premises for commercial purposes. Household pets shall not be kept in unreasonable numbers, or in violation of any law, ordinance, or regulation. Each Owner shall be responsible for clean-up, waste, and removal of any unsanitary conditions created by Owner's animals on any portion of the Covered Property.
- 3.3 Prohibited Uses. Subject to Article 7 herein, which, among other things, exempts Declarant from the provisions of this Article 3, no part of a Lot shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business (unless such business is deemed to be a residential use by law -- e.g., licensed family day care providers), commercial, manufacturing, mercantile, storing, vending, or any nonresidential purposes. No Lot or Dwelling in this Subdivision may be used for a public boarding house, sanitarium, hospital, asylum, or institution of any kindred nature, or any use not permitted by local law. This restriction is not, however, intended to preclude the use, within an individual Dwelling, of computers, telecopy machines or telecommuting devices for business purposes not involving any customer, client, agent, or employee visitation to the Dwelling.
- 3.4 Prohibited Structures. No exterior clotheslines shall be erected or maintained on any Lot.
- 3.5 Oil or Mineral Uses. No derrick or other structure designed for use in boring, mining, or quarrying for oil, natural gas, or precious metals shall ever be erected, maintained, or permitted upon the surface of any Lot in said Subdivision, nor shall any boring, mining, quarrying, or similar operations be performed within five hundred (500) feet of the surface of the Subdivision.
- 3.6 Signs. No sign, billboard, or advertisement, of any kind shall be displayed to the public view on any portion of the Covered Property, except (1) such signs as may be used by Declarant or its sales agents in connection with the development of the Covered Property and sale of the Lots, and (2) signs displayed on a Lot, or on real property owned by



others with their consent, or both, which are reasonably located, in plain view of the public, are of reasonable dimensions and design, do not adversely affect public safety, including traffic safety, and which advertise the property for sale, lease, or exchange, or advertises directions to the property or the Owner's or agent's address and telephone number.

- 3.7 Vehicles. Subject to any contrary municipal regulations, operative motor vehicles designed for use as non-commercial passenger transportation (such as cars and/or vans intended to hold fewer than 10 people, motorcycles, and pick-up trucks) may be parked on the streets of the Covered Property or in a paved driveway or garage. Commercial vehicles (defined as vehicles displaying company advertising or trucks or vans that are longer than the length of the driveway) or any recreational vehicles may not be parked in driveways or on streets. Recreational vehicles of any type, vans intended to hold 10 or more persons, and commercial vehicles, may be parked or located on a side yard of a residential Lot, behind the fence. No type of motor vehicle, whatsoever, operative or inoperative, which is otherwise permitted by the terms of this paragraph, may be used as a temporary or permanent residence anywhere within the boundaries of the Covered Property.

Each Owner shall generally make use of his garage for parking any vehicle(s) which said Owner brings to the Subdivision. To assure appropriate use of the garages within the Subdivision, the following restrictions shall apply to each Lot:

- (a) To the extent that any space remains after Owner's vehicles are accommodated in the garage, Owner may use the garage for storage or any other permitted purpose.
  - (b) Subject to any contrary municipal regulations, garages may be used for storing or parking any recreational vehicle or commercial vehicle if such vehicle is completely enclosed by the garage and there is a space available after all of the Owner's passenger vehicles have been enclosed in the garage.
  - (c) No Owner or resident shall permit overnight guests or frequent visitors to the Subdivision to park in any manner which violates the provisions of this Section.
- 3.8 Outside Installations. Except as set forth below, no television or radio pole, antenna, vertical flag pole, or other exterior fixture, other than those originally installed by Declarant, and any replacements, shall be constructed, erected, or maintained on any Lot or any structure on it if such fixture is visible from any street within the Subdivision. No electrical or electronic devices which may unreasonably interfere with television or radio reception of any Owner shall be located, used, or placed on any portion of the Covered Property. All utility services serving the Covered Property shall be installed and maintained underground. No radio station or shortwave operators of any kind shall operate from any Lot or Dwelling. No exterior radio antenna, "C.B." antenna, television antenna, earth receiving station, satellite dish or other antenna of any type shall be erected or maintained in the Covered

Property, with the exception of a video or television antenna or satellite dish that has a diagonal measurement of one (1) meter or less. A cable television antenna may, but need not, be provided by Declarant for the use of all Owners, accessible from underground or the rough wiring in the walls, and Declarant may grant easements for such purposes. No projections of any type shall be placed or permitted to remain above the roof of any building within the Covered Property, except one or more chimneys and vent stacks originally installed, if at all, by Declarant.

- 3.9 Unightly Items. Trash, garbage, or other waste shall be disposed of only by depositing same into a trash container. No portion of the Covered Property shall be used for the deposit or storage of building materials, other than in connection with approved construction. No shrub or tree clippings, plant waste, scrap, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot so as to constitute an annoyance to neighbors.
- 3.10 Temporary Structures. No temporary buildings or Improvements of any kind, including but not limited to tents or shacks, may be located or built on any portion of a Lot, whether intended to be used temporarily or permanently.
- 3.11 Slopes and Drainage. Each Owner, by accepting conveyance of a Lot, agrees to permit free access by Owners of adjacent or adjoining Lots to slopes or drainageways located on the agreeing Owner's property, when such access is reasonably necessary for the maintenance or permanent stabilization of slopes or maintenance of the drainage facilities for the protection of any portion of the Covered Property.
- Each Owner, by accepting conveyance of a Lot, agrees to accept the burden of, and not in any way interfere with, the established drainage pattern over such Owner's Lot from adjoining or other Lots in said Subdivision. For the purposes hereof, "established" drainage is defined as the drainage which existed on the benefitted and burdened Lots (as applicable) on the date for close of escrow for the last Lot in the Covered Property.
- 3.12 Landscaping Obstructions. No fence, hedge, or shrub planting which obstructs sight lines at elevations of three (3) 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 twenty-five (25) feet from the intersection of the street lines, or, in the case of a round property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within twenty (20) feet from the back of curb. 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 sightlines. In the event of a conflict between the provisions of these CC&R's and any City requirements, the City requirements shall prevail.
- 3.13 Garage Doors. No garage doors are to remain open except for a temporary purpose.

- 3.14 Window Covers. Curtains, drapes, shutters, or blinds may be installed as window covers. No window shall be covered with aluminum foil, newspapers, or other material not designed as a window covering.
- 3.15 Lessees. By accepting conveyance of a Lot, each Owner agrees to provide a copy of this Declaration to any tenant or lessee of such Owner's Lot and to include a provision in such Owner's rental agreement to the effect that the tenancy is subject to the relevant provisions of this Declaration.
- 3.16 Split Single Car Garages. Split Single Car Garages are those single car garages constructed by Declarant and attached to the Dwellings on certain Lots within the Covered Property. The split single car garages shall be used exclusively to meet the needs of the residents of the Dwelling to which it is attached and shall not be rented or sold separately from the Dwelling. The split single car garage shall not be used for food preparation nor shall it contain any kitchen facilities, equipment, or any cooking and food preparation amenities or appliances.

#### ARTICLE 4 REPAIR AND MAINTENANCE

- 4.1 Maintenance by Owner. Each Owner shall maintain all Improvements upon his Lot in good condition and repair and in a clean and attractive condition. All slopes on any Lot shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining property. Each Owner shall maintain, to the point where it meets the sidewalk, all front yard and side yard landscaping, or other landscaping installed by Declarant, even if a portion of such landscaping extends beyond such Owner's property lines/fence lines.
- 4.2 Theme Walls. Each Owner shall maintain all sides and surfaces and the structural integrity of that portion of the Theme Wall, if any, on such Owner's Lot. In the event that any Theme Wall is damaged or destroyed, the Owner who is required to maintain that portion of the Theme Wall shall repair or reconstruct such portion to its original condition as constructed by the Declarant.

#### ARTICLE 5 PARTY WALLS

- 5.1 Definition. Each wall or fence which is placed on the dividing line between two Lots shall constitute a party wall and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. A party wall shall be considered to adjoin and abut against the property line dividing the Lots from the bottom of the foundation over the full length and height of any wall or fence.
- 5.2 Use. Owners whose Lots are separated by a party wall shall equally have the right to use such party wall, except that each shall have the right to the exclusive use of the surface of the wall on his side. Neither such

Owner shall use any portion of such party wall so as to interfere with the use and enjoyment of the other Owner.

- 5.3 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
- 5.4 Destruction. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has the use of such party wall may restore it, and any Owner who shares the use of the same wall shall contribute to the cost of restoration of that portion of the party wall that forms the boundary of such Owner's Lot without prejudice, notwithstanding, however, the rights of any such Owners to call for a larger contribution from others under any rule of law regarding liability for negligent or willful acts or omissions.
- 5.5 Right to Contribution Runs With Land. The right of an Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

#### ARTICLE 6 MORTGAGEE PROTECTION

- 6.1 Priority of Mortgage Lien. No breach of the covenants, conditions, or restrictions set forth in this Declaration shall affect, impair, defeat, or render invalid the lien or charge of any First Mortgage made in good faith and for value encumbering any Lot, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Lot.
- 6.2 Curing Defaults. A Mortgagee, or the immediate transferee of such Mortgagee, who acquires title by judicial foreclosure, deed in lieu of foreclosure, or trustee's sale shall not be obligated to cure any breach of the provisions of this Declaration which is not reasonably economically feasible to cure.
- 6.3 Resale. It is intended that any loan to facilitate resale of any Lot after judicial foreclosure deed in lieu of foreclosure or trustee's sale is a loan made in good faith and for value and entitled to all of the rights and protections afforded to other Mortgagees.
- 6.4 Conflicts. In the event of any conflict between any of the provisions of this Article and any of the other provisions of this Declaration, the provisions of this Article shall control.

#### ARTICLE 7 EXEMPTION AND RIGHTS OF DECLARANT; SUCCESSOR

- 7.1 Limitation of Restrictions on Declarant. Declarant, or its successors or assigns intend, but shall not be obligated, to undertake the work of constructing Dwellings and developing all of the Lots included within the

**Covered Property.** The completion of Declarant's work, and the sale, rental, and other disposal of said Dwellings is essential to the establishment and welfare of the Covered Property as a residential community. As set forth in this Section 7.1, Declarant shall be exempt from restrictions, including, without limiting the generality thereof, those set forth in Article 3 of this Declaration, with respect to the activities described in subsections (a) through (e), below. In order that said work may be completed and the Covered Property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

- (a) Prevent Declarant, or a Successor, or their respective agents from doing on the Covered Property or any residential Lot, whatever is reasonably necessary or advisable in connection with the completion of said work including, but not limited to, redesigning the color scheme, changing style, size, square footage and elevations; or
- (b) Prevent Declarant, or a Successor, or their respective agents from erecting, constructing, and maintaining on any part or parts of the Covered Property, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing the Covered Property as a residential community and disposing of the same in parcels by sale, lease, or otherwise; or
- (c) Prevent Declarant, or a Successor, or their respective agents from conducting on any part of the Covered Property its business of completing said work, and of establishing a plan of ownership and of disposing of the Covered Property, or the individual dwellings, by sale, lease, or otherwise; or
- (d) Prevent Declarant, or a Successor, or their respective agents from maintaining such sign or signs on any of the Covered Property as may be necessary for the sale, lease, or disposition thereof; provided, however, that the maintenance of any such sign shall not unreasonably interfere with the use by any Owner of his residential Lot; or
- (e) Prevent Declarant, at any time prior to acquisition of title to a Lot by a purchaser from Declarant, from establishing on that Lot additional licenses, reservations, and rights-of-way for itself, to utility companies, or to others as may, from time to time, be reasonably necessary for the proper development and disposal of the Covered Property.

This Section 7.1 may not be modified, terminated, or otherwise amended or altered without written approval by Declarant until six (6) months following close of escrow for the last residential Lot sold in the project or ten (10) years from close of escrow of the first Lot in the first phase or segment of development of the Covered Property, after which time it shall terminate and be of no further force or effect. Any act attempting or purporting to effect such change, or to adversely affect the rights granted to or reserved by Declarant hereunder, shall be void and of no force or effect.

- 7.2 Special Rights. Declarant shall not be subject to any provisions of this Declaration pertaining to architectural control and/or use restrictions. In addition, so long as Declarant continues to own any Lot(s) within the Covered Property, the written approval of Declarant shall be required to amend any provision of this Declaration, which approval shall be granted in Declarant's sole discretion.
- 7.3 Assignment of Declarant's Interests and Rights. Any rights of Declarant under this Declaration may be assigned by Declarant to an Owner designated by Declarant to be a successor ("Successor") to all or part of Declarant's interest in the Covered Property by an express assignment incorporated in a recorded deed or supplemental declaration transferring such interest to such Successor.

#### ARTICLE 8 DECLARANT'S RIGHT TO CURE ALLEGED DEFECTS

It is Declarant's intent that all Improvements be built and developed in compliance with all applicable building codes and ordinances and that they be of a quality that is consistent with good construction and development practices for production housing of this type. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and Declarant's responsibility therefor. It is Declarant's intent to resolve all disputes and claims regarding "Alleged Defects" (as defined below) amicably. Accordingly, all Owners shall be bound by the following claim resolution procedure:

- 8.1 Declarant's Right To Cure. In the event that any Owner or Owners ("Owner") claim, contend, or allege that any portion of the Lots on said Covered Property and/or any Improvements are defective or incomplete, or that Declarant or its agents, consultants, contractors or subcontractors (collectively, "Declarant's Agents") were negligent in the planning, design, engineering, grading, construction, or other development thereof (collectively, an "Alleged Defect"), Declarant hereby reserves the right to inspect, cure, repair, and/or replace such Alleged Defect as set forth herein.
- 8.2 Notice to Declarant. In the event that a Owner discovers any Alleged Defect, Owner shall, within a reasonable time after discovery, notify Declarant, in writing, at 9216 Kiefer Boulevard, Post Office Box 26125, Sacramento, California 92625, Attention: Regional Manager, or such other address at which Declarant maintains its principal place of business, of the specific nature of such Alleged Defect ("Notice of Alleged Defect").
- 8.3 Right To Enter, Inspect, Cure, Repair, and/or Replace. Immediately after the receipt by Declarant of a Notice of Alleged Defect or the independent discovery of any Alleged Defect by Declarant or any governmental agency, and for a reasonable time thereafter, as part of Declarant's reservation of right, Declarant shall have the right, upon reasonable notice to Owner and during normal business hours, to enter onto or into, as applicable, any Lot on said Covered Property and/or any Improvements for the purposes of inspecting and, if deemed necessary by Declarant, curing, repairing, and/or replacing such Alleged Defect. In conducting such inspection,

cure, repairs, and/or replacement, Declarant shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

- 8.4 Further Actions. No Owner shall initiate the arbitration process (or any other form of legal action), against Declarant alleging damages for the costs of curing, repairing, or replacing any Alleged Defect unless and until Owner has (a) delivered to Declarant a Notice of Alleged Defect and (b) Declarant has, within one hundred twenty (120) days after its receipt of such Notice of Alleged Defect, either (i) failed to cure, repair, or replace such Alleged Defect or (ii) if such Alleged Defect cannot reasonably be cured, repaired, or replaced within such one hundred twenty (120) day period, failed to commence such cure, repair, or replacement of the Alleged Defect and, thereafter, failed to pursue diligently such cure, repair, or replacement to completion. During any such period while Declarant is diligently pursuing to completion the cure, repair, or replacement of the Alleged Defect, Owner shall not stop, restrict, hinder, interrupt, or otherwise interfere with any reasonable action or activity taken by Declarant, its employees, agents, or independent contractors, to inspect, cure, repair, or replace any Alleged Defect, whether or not such action or activity is taken, or is proposed to be taken, on property owned by Owner.
- 8.5 No Additional Obligations; Irrevocability and Waiver of Right. Nothing set forth in this Article shall be construed to impose any obligation on Declarant to inspect, cure, repair, or replace any item or Alleged Defect for which Declarant is not otherwise obligated to do under applicable law or any limited warranty provided by Declarant in connection with the sale of the Lots and/or the Improvements constructed thereon. The right of Declarant to enter, inspect, cure, repair, and/or replace reserved hereby shall be irrevocable and may not be waived and/or terminated except by a writing, in recordable form, executed and recorded by Declarant in the Official Records of the County.

#### ARTICLE 9 ARBITRATION OF DISPUTES

- 9.1 Definitions. For purposes of this Section (the "Arbitration of Disputes Provision"), the following definitions shall apply:
- (a) "Declarant" shall mean the entity executing this Declaration and its respective predecessors, successors, subsidiaries, and/or affiliated corporations or other entities, parent companies, sister companies, divisions, partners, joint ventures, the general contractor for the Project, affiliates, owners, officers, directors, employees, shareholders, agents, and assigns.
  - (b) "Owner" shall mean the person or persons accepting conveyance of a Lot in the Subdivision and their successors, heirs, assigns, subsequent Owners, and any third party claiming any right or interest in the Property through them; provided, however, that the term "Owner" does not include any lender, its successors, or assigns (collectively, a "Mortgagee") whose loan is secured by a deed of trust on the Property and who takes title to the Property through

foreclosure of such deed of trust or through a deed in lieu of foreclosure. Any third party claiming any right or interest in Property through such a Mortgagee shall, however, be an "Owner" for purposes of this Arbitration of Disputes provision.

- (c) "Property" shall mean the land and improvements which are the subject of this Declaration.
- (d) "Project" shall mean the subdivision and, if applicable, the planned community or common-interest community in which the Property is situated, including, without limitation, any neighboring or adjacent properties.

9.2 Claims and Parties. Owner and Declarant agree that, subject to Declarant's right to cure any Alleged Defect pursuant to the provisions of Article 8 and with the exception of claims under \$5,000, the arbitration procedures described herein shall be the sole, exclusive and final means of resolving any dispute between them and/or between their respective successors-in-interest. As used herein, "Dispute" shall mean any claim, cause of action (whether at law or in equity) or disagreement of any nature whatsoever ("Claim") arising from or in connection with the sale of the Property to Owner, this Declaration, the sales contract, construction or installation of any improvements on the Property or Project, the grading of the Property or Project, Declarant's One-Year Limited Warranty, performance of customer service work by or on behalf of Declarant, or any work or services performed by or on behalf of Declarant on or in connection with the Property or Project. Disputes subject to these arbitration procedures shall include, without limitation, Claims for real and personal property damage, construction defects (whether patent or latent), bodily injury or wrongful death, nondisclosure, misrepresentation, fraud, emotional distress, monetary damages, rescission of any agreement, enforceability of this Arbitration of Disputes Provision, and/or specific performance. Declarant, in its sole discretion, shall be entitled to require that any or all contractors, subcontractors, suppliers, consultants, partners, affiliates, or agents of Declarant who may have liability in connection with the Dispute be participants in the arbitration procedure described below; provided, however, that Declarant's failure or inability to require that such contractors, subcontractors, or agents be parties to the following proceedings shall not affect the obligations and entitlements of Owner and Declarant under this Arbitration of Disputes Provision.

9.3 Civil Code Section 1375; Small Claims; Initiation of Arbitration. With respect to any Dispute governed by California Civil Code Section 1375, as that Section is amended from time to time ("Section 1375"), there shall be compliance, where applicable, with the requirements of Section 1375, with respect to procedures which apply prior to commencement of a civil action (Section 1375 governs disputes based upon a claim for defects in design or construction). Thereafter, in lieu of the civil action provided for in Section 1375, the following procedures shall apply to a Claim governed by Section 1375 and to all other Disputes between Owner and Declarant:



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- (a) Any Dispute between Owner and Declarant where the claim of damage is \$5,000 or less, (including, if applicable, Disputes governed by the provisions of Section 1375 where the estimated cost of repair and/or replacement of the item(s) in dispute is \$5,000 or less) shall be within the sole jurisdiction of the Small Claims Court and neither mediation nor arbitration shall be applicable unless both Owner and Declarant so agree in writing.
- (b) Any Dispute between Owner and Declarant where the claim of damage is more than \$5,000, (including, if applicable, disputes governed by the provisions of Section 1375 where the estimated cost of repair or replacement of the item(s) in dispute is more than \$5,000) shall, upon request by either Owner or Declarant, be submitted to arbitration conducted in accordance with the Federal Arbitration Act, 9 U.S.C. 1, et seq., the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA"), and the Supplementary Procedures for Large, Complex Disputes of the American Arbitration Association (collectively, "the Rules"). The Rules shall apply to all cases to the extent such procedures are not in conflict with the Federal Arbitration Act. Owner and Declarant agree that with respect to discovery and notwithstanding any provisions pertaining to discovery in the Rules, each party shall have all rights of discovery provided for in the California Code of Civil Procedure.

Arbitration shall be initiated by filing a written Demand for Arbitration with the AAA, accompanied by the required filing fee (the "Filing Fee"), and concurrently mailing a copy of the demand to the other party. Before any Dispute can be submitted to arbitration, however, the party wishing to submit the Dispute must first, at least sixty (60) days prior to filing a Demand for Arbitration, give the other party written notice of the Dispute (the "Notice") and, with reasonable specificity, describe the actions that should be taken by the other party to resolve the Dispute. With respect to any Dispute regulated by Section 1375, however, the parties shall follow the notice provisions therein. It is the intention of the parties that the procedures set forth in this Arbitration of Disputes provision shall occur in place of and instead of the civil action described in Section 1375. If no resolution of the Dispute has been accomplished at the end of the sixty day period (or such other longer time period specified in the Notice and/or provided by Section 1375, if applicable), either party may file the Demand for Arbitration.

- 9.4 Arbitration Procedures. The arbitration shall take place in the office of the AAA nearest to the Property, at such time and date selected by the arbitrator. Any dispute regarding the scope of the arbitration or the procedures to be followed in the arbitration shall be resolved by the arbitrator. Only compensatory damages are recoverable and the arbitrator chosen for the arbitration shall have no authority to award punitive damages, or damages for emotional distress or consequential damages, or any other type of damages other than compensatory damages as are recognized by California law. In no event shall one party's liability to the other exceed the original purchase price of the house. The combined cost (fee and expenses) of the AAA and of the arbitrator shall be apportioned equally between Owner and Declarant, except for the Filing

Fee. Each party shall bear its own attorneys' fees and other costs. The award rendered by the arbitrator must be accompanied by a written decision of the arbitrator that contains written findings of fact and conclusions of law and, once so rendered, shall be binding, final, and non-appealable as to all parties in the arbitration to the fullest extent permitted by California law, except that an appeal may be taken if an award is based on any deviation by the arbitrator from the terms of this Arbitration of Disputes Provision. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Except as otherwise expressly set forth in this section, the arbitrator shall strictly follow California law.

No notice, claim, or communication between Declarant and Owner, whether under any written limited warranty or otherwise, shall stop the running of any statute of limitations, except as provided in Section 1375, if applicable. In addition to the Rules of the AAA, the following additional rules shall govern the arbitration: (a) With the exception of contractors, subcontractors, suppliers, consultants, partners, affiliates, and agents added by Declarant as provided herein, the parties to the arbitration shall be limited to Owner and Declarant and (b) Owner and Declarant shall each pay, at the appropriate time, one-half (1/2) of the Filing Fee for such arbitration; provided that if the Dispute arises out of the terms of this Declaration, Declarant shall pay the filing Fee.

- 9.5 Consolidation of Disputes. Declarant may, in its sole discretion, consolidate the Disputes of other Owner(s) in the event that such Disputes are similar in nature and, if the aggregate amount of damage claimed by such buyers exceeds \$5,000, such Disputes will be addressed in the same manner as a single Dispute where the claim of damage is more than \$5,000 as set forth in Paragraph 9.3(b) above.
- 9.6 Enforceability; Conflicts. If any provision or aspect of this Arbitration of Disputes Provision is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision or aspect of this Arbitration of Disputes Provision is superseded or rendered unenforceable by any law which becomes effective after the date of this Declaration, the remaining provisions hereof shall nevertheless remain in full force and effect and continue to be binding. If there is any conflict between this Arbitration of Disputes Provision and this Declaration, the provisions of this Arbitration of Disputes Provision shall control. This Arbitration of Disputes Provision shall not apply to a Mortgagee. However, any third party claiming any right or interest in the Property through any Mortgagee shall be subject to this Arbitration of Disputes Provision.
- 9.7 Waiver of Litigation of Disputes. BY ACCEPTING CONVEYANCE OF A LOT IN THE PROPERTY, OWNER WAIVES ANY RIGHT TO MEDIATION OWNER MIGHT HAVE UNDER CALIFORNIA OR FEDERAL LAW FOR ALL DISPUTES AND, FOR DISPUTES EXCEEDING \$5,000, AGREES TO HAVE ANY SUCH DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION OF DISPUTES PROVISION DECIDED BY NEUTRAL, BINDING ARBITRATION AS PROVIDED HEREIN, AND OWNER GIVES UP ANY RIGHTS OWNER MIGHT POSSESS TO HAVE SUCH DISPUTE LITIGATED IN A COURT OR BY JURY TRIAL, AS WELL AS ANY RIGHTS OWNER MAY HAVE TO OBTAIN EMOTIONAL DISTRESS, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER TYPE OF DAMAGES OTHER THAN COMPENSATORY DAMAGES RECOGNIZED BY CALIFORNIA LAW. BY ACCEPTING

CONVEYANCE OF A LOT IN THE PROPERTY, OWNER ALSO GIVES UP OWNER'S JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, EXCEPT AS THOSE RIGHTS ARE SPECIFICALLY INCLUDED HEREIN. IF OWNER REFUSES TO SUBMIT TO ARBITRATION AFTER SIGNING THIS ARBITRATION OF DISPUTES PROVISION, OWNER MAY BE COMPELLED TO ARBITRATE UNDER CALIFORNIA LAW. OWNER'S AGREEMENT TO THIS ARBITRATION OF DISPUTES PROVISION IS VOLUNTARY.

- 9.8 **Acknowledgment.** BY ACCEPTING CONVEYANCE OF A LOT IN THE SUBDIVISION, OWNER ACKNOWLEDGES THAT OWNER HAS READ AND UNDERSTANDS THE FOREGOING AND AGREES TO NEUTRAL BINDING ARBITRATION SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION OF DISPUTES PROVISION.

**ARTICLE 10  
GENERAL PROVISIONS**

- 10.1 **Enforcement.** Declarant and any successor-in-interest to Declarant /or any Owner shall have the right, but not the obligation, to enforce against any Owner by proceedings at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration, or any amendment thereto, including the right to prevent the violation of such restrictions, conditions, covenants, or reservations and the right to recover damages for such violation.
- 10.2 **Cumulative Remedies.** The remedies herein provided for breach of the Declaration shall be deemed cumulative.
- 10.3 **No Waiver.** The failure to enforce any of the provisions contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.
- 10.4 **Severability.** Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.
- 10.5 **Term.** Each and all of the provisions contained in this Declaration, whether affirmative or negative in nature, shall be covenants running with the land, pursuant to Section 1468 of the California Civil Code or any similar statute then in effect, and shall bind and inure to the benefit of Declarant and all Owners for a term of thirty-five (35) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive terms of ten (10) years unless an instrument signed by a majority of the then Owners has been recorded, agreeing to terminate this Declaration. Said provisions shall also be mutual equitable servitudes upon the Covered Property and each part thereof in favor of and appurtenant to each and every other part thereof.
- 10.6 **Amendment.**
- (a) **Amendment by Owners.** This Declaration may be amended or terminated prior to the expiration date herein established only by the affirmative vote or written assent of the Owners of at least fifty-one percent (51%) of the Lots in said Subdivision, and further, this amendment provision shall not itself be amended to allow amendments by vote of the Owners of less than fifty-one percent (51%) of the

Lots thereof. In determining the number of votes that may be cast hereunder, it shall be understood that an Owner is entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot of the property, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. However, notwithstanding the above, as long as Declarant, or a Successor is the Owner of a Lot in the Subdivision the provisions of this Declaration shall not be altered or terminated without the prior written consent of Declarant and such Successor(s). All amendments, and the consent(s) so required, shall be recorded in the official records of the County prior to being effective.

(b) Declarant's Approval. Notwithstanding any other provisions of this Declaration, for so long as Declarant owns any portion of the Covered Property, this Declaration cannot be amended without the prior approval of the Declarant. Any modification or elimination of this Section shall likewise require the prior written approval of the Declarant.

10.7 Attorney's Fees. In the event that an action is instituted or arbitration is commenced to enforce any of the terms and provisions of this Declaration, the prevailing party shall be entitled to recover from the other party(ies) thereto all costs thereof, including reasonable attorneys' fees, as determined by the court or by the arbitrator.

10.8 Number and Gender. The singular shall include the plural and the plural the singular unless the context requires otherwise, and the masculine, feminine, and neuter shall each include the masculine, feminine, and neuter as the context requires.

10.9 Notices. Any notice to be given to an Owner or to Declarant under the provisions of this Declaration shall be in writing and shall be deemed to have been properly delivered when directed to such addressee at the address indicated below and sent via first class mail, postage prepaid, and deposited in any United States Post Office mailbox. Notice shall also be deemed to have been properly delivered when personally delivered or delivered to a common carrier for personal delivery to the addressee, or delivered to a person giving such notice by electronic means. Any such notice shall be directed to the address of the party to whom intended as follows:

If to Declarant: To the business office of the Declarant which is:

1156 N. Mountain Avenue  
Upland, CA 91786

If to Owner: To the street address of the Lot of such Owner

Notice to co-Owners may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivered on all such co-Owners.

- 10.10 Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community. The article and section headings are for convenience only and shall not be considered in resolving questions of interpretation.
- 10.11 Voting Rights.** Owners shall be entitled to one (1) vote for each Lot owned in voting for any action authorized under this Declaration. If there are multiple Owners of a Lot, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.
- 10.12 Inapplicability to Government Property.** The provisions of this Declaration shall not be applicable to any portion of the Covered Property owned by a public agency and held for a public purpose, but shall apply to any Lot owned by a public agency that is used for a residential purpose.
- 10.13 Effect of Declaration.** This Declaration is made for the purposes set forth in the Recitals to this Declaration and Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with laws, ordinances, and regulations applicable thereto.
- 10.14 Personal Covenant.** To the extent the acceptance or conveyance of a Lot creates a personal covenant between the Owner of such Lot and Declarant or other Owners, such personal covenant shall terminate and be of no further force or effect from or after the date when a person or entity ceases to be an Owner.
- 10.15 View Obstructions.** Each Owner, by accepting title to a Lot, hereby acknowledges that (a) there are no protected views within the Covered Property, and no Lot is assured the existence or unobstructed continuation of any particular view, or any particular source of natural light, and (b) any construction, landscaping, or other installation of Improvements by Declarant or other Owners may impair the view from any Lot. The Owners hereby consent to such impairment of views or sources of natural light.
- 10.16 Expansive Soils.** By acceptance of a deed to a Lot, each Owner acknowledges that:
- (a) The home thereon has been built in an area where expansive soils are known to be present. "Expansive soils" is a term used to describe soils which expand and contract usually as a result of changes in soil moisture content. Expansion and contraction of soils under or about a house can cause heaving, differential movement of the slab and foundation, and settling. Such movement of the soils underneath and about a house may also be a cause of cracking of outside stucco, inside drywall, and concrete (including slabs) and sticking and related problems with doors, windows, and cabinets. Soil movement may also affect improvements other than the house that are built or installed on the Covered Property in similar ways.

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- (b) Declarant, or its affiliates, has contracted with a soils consultant, and other professional structural and/or civil engineers to design the foundation system and other structural components of the homes within the Covered Property to take into account the expansion potential of the soils present at the Covered Property in accordance with applicable local ordinances and existing knowledge of the characteristics of the type of soils found at the Covered Property.
- (c) Declarant, or its affiliates, has contracted with professional civil engineers to design the drainage system for each Lot within the Covered Property in accordance with applicable local ordinances and existing soils conditions. However, it is Owner's responsibility to inspect and maintain the established drainage pattern as it exists when finally completed by Declarant. Modifications of the drainage can occur whenever this established drainage pattern of a Lot is disturbed or if the established drainage patterns are not properly maintained or are allowed to erode or otherwise deteriorate. Such disturbances of the established drainage pattern can result from, among other things, the failure to maintain properly the established drainage pattern, subsequent landscaping installation or maintenance, the construction of decorative flatwork such as patios, sidewalks, and pool decks, the construction and installation of swimming pools, hot tub, and other improvements requiring excavation, or the installation of walls or fences. Declarant will not be responsible for water damage, erosion damage, or expansion or contraction of underlying soils which are a result of any modification or other change to the established drainage patterns created by Declarant.
- (d) The home built thereon has been improved with the installation of rain gutters and downspouts to control the flow of rain water off the roof and sides of the home. The downspouts direct water to either a surface system of drainage swales or buried plastic drain pipe which empties out into the City of Vacaville storm drain system. This system was designed to move water away from the foundations of the home and is an integral part of the structural design of the home on the Lot. Any alteration of this system can lead to ponding and other water collection points on the Covered Property which can then lead to uneven saturation of underlying soils and result in uneven movement of the soils underlying the home. This uneven movement of underlying soils could result in damage to the foundation and other structural components of the home, cosmetic damage to drywall, stucco, and concrete, and problems with the operation of windows, doors, and cabinets that would otherwise have been avoided. Declarant is not responsible for any such damage resulting from any alteration of this system.
- (e) Landscape planning and irrigation methods take on added importance in areas with expansive soils. As noted above, any landscape improvements must not affect the established drainage pattern of the Lot, the rain gutter/downspout system, or allow for the ponding of water especially near the foundation of the house. For example, keep all plants away from the foundation and always water away from

the house. Do not dam water with patio slabs or put planters next to the house. Make sure that the design of the irrigation system is such that it will maintain the soil at a uniform moisture content. If automatic timers are used, make sure the settings are adjusted for the season. Periodically, check all sprinkler systems and water lines for leaks.

**10.17 Electromagnetic Field Disclosure.** Underground and overhead electric transmission and distribution lines are located within and/or adjacent to the Covered Property. These lines are owned, operated, and maintained by the local electricity purveyor. Numerous scientific and epidemiological studies have been conducted as to whether there are any adverse health effects from electric and magnetic fields (EMF) generated by electric power lines. Although the California State Department of Education has established site selection standards for locating new schools near power lines with voltages of 50kV or greater, no state agency has established any setback or other limitations on construction of residential housing in the vicinity of electric power lines. In November 1993, the California Public Utilities Commission (PUC) found that recent EMF studies have not concluded that an EMF health hazard actually exists. However, the PUC also found that additional research is necessary to determine if there is a health hazard from EMF. Not only is there concern among experts as to whether health risks are associated with EMF exposure, but there may also be consequences resulting from perceptions relating to EMF exposure. Some people claim to experience emotional distress resulting from fears relating to EMF exposure. Others have worried about or believe they have experienced diminution of property values relating to proximity to sources of EMF exposure or the possibility of what may be discovered from further research on the subject. It is possible that future scientific research may lead to new conclusions on health risks associated with EMF's which could dramatically affect people's lifestyle choices and property values. The California Department of Health Services is conducting research in this area. Further information on this subject is available from the Electric and Magnetic Fields Program, California Department of Health Services, 5900 Hollis Street, Emeryville, California 94608.

**10.18 Aircraft Overflight.** By acceptance of a deed to a Lot, each Owner acknowledges and understands that the Covered Property is in the area subject to overflight by aircraft using Travis Air Force Base and as a result, residents may experience inconvenience, annoyance, or discomfort arising from the noise of such operations. State law (Public Utilities Code Section 21670) establishes the importance of public use airports, including federal military airports, to the protection of the public interest of the State of California. Residents of property near a federal military airport should therefore be prepared to accept such inconvenience, annoyance, or discomfort from normal aircraft operations.

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IN WITNESS WHEREOF, the undersigned Declarant has caused this instrument to be  
executed this 19 day of NOVEMBER, 1997.

LEWIS HOMES - VACAVILLE I,  
a California limited partnership

By: LEWIS HOMES ENTERPRISES,  
a California general partnership  
Its General Partner

By: [Signature]  
Its Authorized Agent

STATE OF CALIFORNIA )  
COUNTY OF SACRAMENTO ) SS.

On NOVEMBER 19, 1997, before me, KATHLEEN A. REYNOLD, a Notary  
Public in and for said County and State, personally appeared WILLIAM J.  
SULLIVAN personally known to me (~~or proved to me on~~  
~~the basis of satisfactory evidence~~) to be the person whose name is subscribed to  
the within instrument and acknowledged to me that he executed the same in his  
authorized capacity, and that by his signature on the instrument the person, or  
the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kathleen A. Reynolds (Seal)



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Rev. 111297:947\WG12A

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