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recorded At Request Of
TICOR TITLE INSURANCE COMPANY

OFFICIAL RECORDS OF
TICOR TITLE INSURANCE COMPANY

8:30 A.M

8:30 A.M

BOOK JUL 9 1984

26112

BOOK JUN 14 1984

OFFICIAL RECORDS
SOLANO COUNTY CALIF.

DECLARATION OF RESTRICTIONS

OFFICIAL RECORDS
SOLANO COUNTY CALIF.

30120

Rose J. Alvarez
PD. Recorder

Rose J. Alvarez
PD. Recorder

WHEREAS, the undersigned, hereinafter called "DECLARANT" are the owners of all the hereinafter described property situated in the City of Suisun, County of Solano, State of California.

Now, therefore, to carry out the purposes herein after recited, DECLARANT, does hereby declare the following real property situated in the City of Suisun City, County of Solano, State of California, more particularly described as follows:

Lots 1 through 73 inclusive, as shown on the map entitled: "COUNTRY ESTATES, CITY OF SUISUN CITY, SOLANO COUNTY, CALIFORNIA", which map was filed in the Office of the Recorder of Solano County, California on June 14, 1984, in Book 43 of Maps, at Page 72

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

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for 35 years from the date of recording of this declaration, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.
2. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of the said real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages or other dues for such violation.
3. Invalidation of any one of these covenants by judgment or court order shall in no wise affect the other provisions which shall remain in full force and effect.
4. All of the lots in the tract shall be known and described as residential lots and shall be used for residential purposes only.
5. No structures shall be erected, placed or permitted to remain on any residential building plot other than one detached single family dwelling building on designated lots, not to exceed two stories in height and a private garage and other buildings incidental to residential use of the plot.
6. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 15 feet to any interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

THIS DOCUMENT IS BEING RE-RECORDED TO INSERT RECORDING INFORMATION OF SUBDIVISION MAP.

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Umar D. ...
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7. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet except that a residential home may be erected or placed on any original lot as shown on the recorded plat.

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

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

10. No dwelling shall be permitted on any lot at a cost of less than \$20,000.00 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, exclusive of one story open porches and garages, shall be not less than 1050 square feet for a one-story dwelling, nor less than 1700 square feet for a dwelling of more than one story.

11. None of the provisions of this indenture shall in any way reduce the security or defeat or render invalid the lien of any mortgage or deed of trust covering the real property shown on said map or any part thereof. It is agreed, however, that if any portion of said property is sold under foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser or purchasers under same by reason of such foreclosure or by reason of such sale under any deed of trust, shall hold any and all property so purchased subject to all of the terms and conditions of this indenture.

12. Sewerage disposal shall be by means of public sewer and no cesspool or outside toilets shall be permitted.

13. No fowl or animals, other than the usual and common pets, in reasonable numbers, not to exceed three, shall be kept or bred upon any lot or plot. No animals are to be kept, bred or maintained for commercial purposes.

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14. The term "Purchaser" as used herein, shall include not only those acquiring title in fee simple, but also all persons entitled to purchase a lot or lots in said tract under outstanding contracts of sale, and the heirs, successors and assigns of each of them.

15. Easements for the installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded map.

16. No oil drilling, oil development operations, oil refining, quarry 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.

17. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, which shall not be kept except in sanitary containers, in incinerators or other equipment for the storage of such materials shall be kept in a clean and sanitary condition.

18. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

19. No fence, wall, hedge or shrub planting, which obstructs sight lines at elevations between 2 and 6 feet above 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 line 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.

20. No individual water supply system shall be permitted on any lot unless such system is located, constructed or equipped in accordance with the requirements, standards and recommendations of the City of Suisun. Approval of such system as installed shall be obtained from such authority.

21. No trailer, and/or boat, and/or truck, other than a pick-up truck, and/or inoperative automobile shall be kept or stored on any lot, unless enclosed within a carport or garage, unless it is kept or stored on the rear 50 feet of the lot. No vehicle of any type (including motorcycles) shall be parked in or upon the public street within the subdivided areas for the purposes of accomplishing repairs thereto, except for emergency repairs and then only to the extent necessary to enable movement of the vehicle.


IN WITNESS WHEREOF, the undersigned owners have executed these presents this 27th day of May, 1984.


LEROY F. PARKER


GARY C. INGRAHAM


JAMES F. WILEY


LYDIA J. PARKER


MARTHA J. INGRAHAM


MARJORIE L. WILEY

CAT. NO. NN00627
TO 1944 CA (7-82)

PG 59681



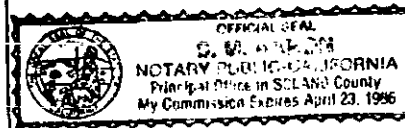
(Individual)

STATE OF CALIFORNIA
COUNTY OF Solano } ss.

PG 51395

On May 22, 1984 before me, the undersigned, a Notary Public in and for said State, personally appeared James F. Wiley and Marjorie I. Wiley

STAPLE HERE
_____, personally known to me or proved to me on the basis of satisfactory evidence to be the person James F. Wiley whose name James F. Wiley subscribed to the within instrument and acknowledged that they executed the same.
WITNESS my hand and official seal.



Signature James F. Wiley

(This area for official notarial seal)

CAT. NO. NN00627
TO 1944 CA (7-82)

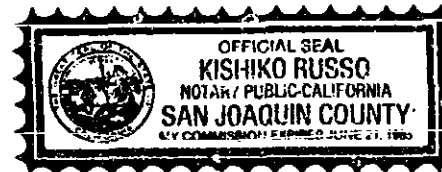


(Individual)

STATE OF CALIFORNIA
COUNTY OF San Joaquin } ss.

On May 21, 1984 before me, the undersigned, a Notary Public in and for said State, personally appeared Gary C. Ingraham and Martha J. Ingraham

STAPLE HERE
_____, personally known to me or proved to me on the basis of satisfactory evidence to be the person Gary C. Ingraham whose name Gary C. Ingraham subscribed to the within instrument and acknowledged that they executed the same.
WITNESS my hand and official seal.



Signature Kishiko Russo

(This area for official notarial seal)

CAT. NO. NN00627
TO 1944 CA (7-82)



(Individual)

STATE OF CALIFORNIA
COUNTY OF San Joaquin } ss.

On May 21, 1984 before me, the undersigned, a Notary Public in and for said State, personally appeared LeRoy F. Parker

STAPLE HERE
_____, personally known to me or proved to me on the basis of satisfactory evidence to be the person LeRoy F. Parker whose name LeRoy F. Parker subscribed to the within instrument and acknowledged that he executed the same.
WITNESS my hand and official seal.



Signature Kishiko Russo

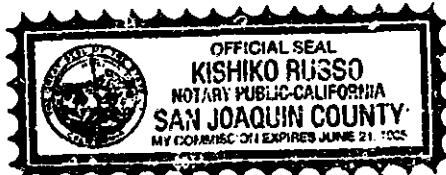
(This area for official notarial seal)

County of SAN JOAQUIN
On this 21st day of May in the year 1984 before me Kishiko Russo

a Notary Public, State of California, duly commissioned and sworn, personally appeared LeRoy F. Parker, 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 as the attorney in fact of Lydia J. Parker

and acknowledged to me that he subscribed the name of Lydia J. Parker thereto as principal and in his own name as attorney in fact.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the San Joaquin County of San Joaquin on the date set forth above in this certificate.



Kishiko Russo
Notary Public, State of California.

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Cowdery's Form No. 24—(Acknowledgment to Notary Public—Attorney in Fact) (C.C. Sec. 1181, 1192.)

My Commission Expires _____