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WHEN RECORDED, MAIL TO:

McBail Company
3200 Danville Blvd., Ste. 200
Alamo, California
ATTN: Jim Roe

**I N D E X
TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
WILD FLOWER UNIT 1
48383**

Recorded At Request Of
FIRST AMERICAN TITLE GUAR.
8:30 A.M.
BOOK JUL 17 1987
OFFICIAL RECORDS
SOLANO COUNTY CALIF.
[Signature]
PD. Recorder

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
WILD FLOWER UNIT 1

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WILD FLOWER UNIT 1 ("Declaration") is made this 10th day of July, 1987, by MCBAIL COMPANY, a general partnership ("Declarant").

ARTICLE I

INTENTION OF DECLARATION

1.1 FACTS: This Declaration is made with reference to the following facts:

1.1.1 Property Owned by Declarant: Declarant is the owner of all the real property and Improvements thereon located in the City of Vacaville, County of Solano, State of California, described as follows:

Lots 1 through 110, inclusive, as shown on the subdivision map entitled "Gonsalves Lockie Unit No. 1" filed for record on April 17, 1987, in Book 49 of Maps at Page 1 et seq. in the Official Records of the County of Solano, State of California.

1.1.2 Nature of Project: Declarant intends to develop the Project as a residential subdivision; and therefore, Declarant desires to impose on the Project these mutually beneficial restrictions and easements, under a general plan of improvement and development for the benefit of all of the Owners and Lots within the Project.

1.2 APPLICABILITY OF RESTRICTIONS: Declarant hereby declares that the Project and all Improvements thereon are subject to the provisions of this Declaration and shall constitute the Project. The Project shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions and restrictions stated in this Declaration. All such covenants, conditions and restrictions are declared to be in furtherance of the plan for the subdivision, improvement and sale of the Project. All of the limitations, easements, uses, obligations, covenants, conditions, and restrictions stated in this Declaration shall run with the Project and shall inure to the benefit of and be binding on all Owners

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and all other parties having or acquiring any right, title or interest in any part of the Project.

ARTICLE II
DEFINITIONS

Unless the context clearly indicates a different meaning, the terms used in this Declaration, the Map, and any grant deed to a Lot shall have the meanings specified in this Article.

2.1 **CITY:** The term "City" shall mean the City of Vacaville, County of Solano, State of California.

2.2 **COUNTY:** The term "County" shall mean the County of Solano, State of California.

2.3 **DECLARANT:** The term "Declarant" shall mean McBail Company, a general partnership. The term "Declarant" shall also mean successors in interest of Declarant, if (i) such successor(s) in interest acquires all or any portion of Declarant's interest in the Project for the purpose of development and/or sale, and (ii) a certificate signed by Declarant has been recorded in the County in which the successor(s) in interest assumes the rights and duties of Declarant to the portion of the Project so acquired. There may be more than one Declarant.

2.4 **DECLARATION:** The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions of Wild Flower Unit 1 and any amendments hereto.

2.5 **IMPROVEMENTS:** The term "Improvements" shall mean buildings, facilities, streets, driveways, fences, walls and other structures and all landscaping constructed or to be constructed upon property subject to this Declaration which are not accepted for dedication and maintenance by the public.

2.6 **LOT:** The term "Lot" shall mean Lots 1 through 110, inclusive, as shown on the Map and all Improvements thereon.

2.7 **MAP:** The term "Map" shall mean the subdivision map recorded on April 17, 1987, in Book 49 of Maps at Page 1, et. seq., in the Official Records of the County.

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2.8 **OWNER:** The term "Owner" shall mean the holder of record fee title to a Lot, including Declarant as to each Lot owned by Declarant. If more than one person owns a single Lot, the term "Owner" shall mean all owners of that Lot. The term "Owner" shall also mean a contract purchaser (vendee) under an installment land contract but shall exclude any person having an interest in a Lot merely as security for performance of an obligation.

2.9 **PROJECT:** The term "Project" shall mean Lots 1 through 110, inclusive, as shown on the Map and all Improvements thereon.

2.10 **RESIDENCE:** The term "Residence" shall mean a dwelling unit designed for human occupancy.

ARTICLE III

OWNERSHIP AND EASEMENTS

3.1 **NON-SEVERABILITY:** The ownership interests in the Lots are subject to the easements granted and reserved in this Declaration. Each of the easements reserved or granted herein shall be deemed to be established upon the recordation of this Declaration and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots superior to all other encumbrances applied against or in favor of any portion of the Project.

3.2 **OWNERSHIP OF LOTS:** Title to each Lot in the Project shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such persons and/or entities shall constitute one Owner.

3.3 **EASEMENTS:** Individual grant deeds to Lots may, but shall not be required to, set forth the easements specified in this Article.

3.3.1 **Easements On Map:** The Lots are subject to the easements and rights of way shown on the Map.

3.3.2 **Utilities:** There are reserved and granted for the benefit of each Lot, as dominant tenement, over, under, across and through the Project, as the servient tenement, non-exclusive easements for utility services.

3.3.3 **Support, Maintenance and Repair:** There is hereby reserved and granted a non-exclusive easement ap-

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purtenant to all other Lots, as dominant tenements, through each Lot, as servient tenement, for the support, maintenance and repair of all Lots.

3.3.4 Additional Easements: Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted by Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of the Project.

ARTICLE IV

IMPROVEMENTS

4.1 LANDSCAPING: Each Owner is responsible for all landscaping located within his Lot. All landscaping in the Project shall be maintained and cared for in a manner consistent with the standards of design and quality as originally established by Declarant and in a condition comparable to that of other first class residential subdivisions in the City. All landscaping shall be maintained in a neat and orderly condition. Maintenance shall include pruning, mowing, weeding, cleaning of debris and trash, fertilizing and regular watering. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced. All lawn areas shall be neatly mowed and trees and shrubs shall be neatly trimmed. Any landscaping which is removed or altered must be immediately replaced with landscaping of like kind and quality. Irrigation systems, if any, shall be fully maintained in sound operating condition with heads periodically cleaned and replaced when missing to insure continued regular watering of landscape areas, and health and vitality of landscape materials.

4.2 EXTERIORS OF RESIDENCES AND/OR LOTS: No alteration or addition may be made to the exterior of any Residence or to or upon any portion of any Lot without obtaining prior architectural approval. For purposes of this Section, the phrase "alteration or addition" does not include repainting, refinishing, repairing or replacing any Improvement with the same type and color of materials as was originally used by Declarant in the construction of the Improvements.

ARTICLE V ARCHITECTURAL CONTROL

5.1 ARCHITECTURAL COMMITTEE: All architectural review shall be performed by an Architectural Committee of

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three (3) persons. The initial members of the Architectural Committee shall be Stephen Bailey, Michael Gallagher and Wesley Bailey, whose addresses are 705 Bordeaux Drive, Petaluma, CA 94952. If a member of the Committee resigns, the remaining members shall appoint a person to fill the vacancy. Upon the sale of the last Lot in the Project to be sold by Declarant, all of the initial members of the Architectural Committee who have not yet resigned will automatically be deemed to have resigned. If all members of the Architectural Committee resign simultaneously, then the new members shall be elected by the Owners. Upon the sale of the last Lot in the Project to be sold by Declarant, the Owners shall vote whether to continue to have an Architectural Committee. Absent an affirmative vote of fifty-one percent (51%) of the Owners to continue to have an Architectural Committee, the Architectural Committee shall terminate and all provisions in this Declaration requiring architectural approval shall no longer have any force or effect. There shall be only one (1) vote cast for each Lot in the Project. The Architectural Committee is not intended to be an "association" as that term is defined in Section 1351(a) of the California Civil Code and the Committee shall have no power to levy assessments as described in Section 1366(a) of the California Civil Code. The Architectural Committee shall act in accordance with the provisions of this Article.

5.2 APPLICABILITY: Any Owner, except Declarant, who wishes to construct any Improvement on his Lot or to make alteration or addition which will affect the exterior of his Residence or Lot is required to obtain the approval of the Architectural Committee pursuant to this Article prior to making any such alteration or addition. For purposes of this Section, the phrase "alteration or addition" does not include repainting, refinishing, repairing or replacing any Improvement with the same type and color of materials as was originally used by Declarant in the construction of the Improvements. Any Owner who makes an alteration or addition for which approval is required without the prior approval of the Architectural Committee shall be deemed to be in violation of this Declaration; and the Architectural Committee, upon its own motion, shall proceed as though the Owner gave the notice of completion as specified in Section 5.9. Nothing in this Article shall be deemed to relieve any Owner from obtaining all consents and permits and otherwise complying with all applicable State and County laws and ordinances.

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5.3 DUTIES: The Architectural Committee shall consider and act upon proposals and/or plans submitted pursuant to this Article. The Architectural Committee, from time to time and in its sole discretion, may adopt architectural rules, regulations and guidelines ("Architectural Standards"). The Architectural Standards shall interpret and implement the provisions of this Declaration by setting forth the standards and procedures for architectural review and guidelines for architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features which may be used in the Project; provided, however, that the Architectural Standards shall not be in derogation of the minimum standards established by this Declaration.

5.4 APPLICATION FOR APPROVAL OF IMPROVEMENTS: Any Owner, except Declarant and its designated agents, who wants to perform any alteration or addition for which approval is required shall notify the Architectural Committee in writing of the nature of the proposed work and shall furnish such information as may be required by the Architectural Standards or reasonably requested by the Architectural Committee.

5.5 BASIS FOR APPROVAL OF IMPROVEMENTS: The Architectural Committee may approve the proposal only if the Architectural Committee finds that the plans and specifications conform to this Declaration and to the Architectural Standards in effect at the time the proposal was submitted.

5.6 FORM OF APPROVALS AND DENIALS: All approvals and denials shall be in writing. Any denial of a proposal must state the reasons for the decision to be valid. Any proposal which has not been rejected in writing within forty-five (45) days from the date of submission shall be deemed approved.

5.7 PROCEEDING WITH WORK: Upon approval of the Architectural Committee, the Owner shall diligently proceed with the commencement and completion of all work so approved. Work must be commenced within six (6) months from the date of the approval. If the Owner fails to comply with the provisions of this Section, the approval given shall be deemed revoked unless the Architectural Committee extends the time for commencement. Any request for an extension shall be in writing. No extension shall be granted unless the Architectural Committee finds that there has been no change in the circumstances under which the original approval was granted.

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5.8 FAILURE TO COMPLETE WORK: Completion of the work approved must occur in the twelve (12) month period following the approval of the work unless the Architectural Committee determines that completion is impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or his agents. If the Owner fails to complete the work within the one (1) year period, the Architectural Committee shall proceed in accordance with the provisions of Section 5.9, below.

5.9 DETERMINATION OF COMPLIANCE: Any work performed, whether or not the Owner obtained proper approvals, shall be inspected and a determination of compliance shall be made as follows:

5.9.1 Upon the completion of any work performed by an Owner for which approval was required, the Owner shall give written notice of completion to the Architectural Committee. If the Owner fails to give the notice of completion of work performed for which approval was required, the Architectural Committee may proceed upon its own motion.

5.9.2 Within sixty (60) days thereafter, the Architectural Committee shall inspect the work performed and determine whether it was performed in substantial compliance with the approval granted. If the Architectural Committee finds that the work was not performed in substantial compliance with the approval granted or if the Architectural Committee finds that the approval required was not obtained, the Architectural Committee shall notify the Owner in writing of the non-compliance. The notice shall specify the particulars of non-compliance and shall require the Owner to remedy the non-compliance.

5.10 FAILURE TO REMEDY THE NON-COMPLIANCE: If the Owner fails to remedy the non-compliance in accordance with the provisions of the notice of non-compliance, then after the expiration of thirty (30) days from the date of such notification, the Architectural Committee shall have the right to proceed in accordance with Section 7.2.

5.11 WAIVER: Approval of any plans, drawings or specifications for any work proposed, or for any other matter requiring approval shall not be deemed to constitute a waiver of any right to deny approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

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5.12 ESTOPPEL CERTIFICATE: Within thirty (30) days after written demand is delivered to the Architectural Committee by any Owner, and upon payment to the Architectural Committee of the recording fees, the Architectural Committee shall record an estoppel certificate, executed by any two (2) members of the Architectural Committee, certifying that as of the date thereof, either: (a) the work completed complies with this Declaration or (b) the work completed does not comply. In the latter situation, the certificate shall also identify the particulars of the non-compliance. Any successor in interest of the Owner shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between the Architectural Committee, Declarant and all Owners and such persons deriving any interest through any of them.

5.13 LIABILITY: If members of the Architectural Committee have acted in good faith on the basis of such information possessed by them, the Architectural Committee shall not be liable to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (c) the development of any property within the Project; or (d) the execution and filing of any estoppel certificate, whether or not the facts therein are correct.

5.14 NON-APPLICABILITY TO DECLARANT: Declarant shall be exempt from the requirements of obtaining architectural approval from the Architectural Committee with respect to Lots owned by Declarant; however, Declarant shall comply with all other provisions of this Declaration.

ARTICLE VI

DEVELOPMENT RIGHTS

6.1 LIMITATIONS OF RESTRICTIONS: Declarant is developing Lots and other improvements within the Project. The completion of the development work and the marketing and sale, rental and other disposition of the Lots is essential to the establishment and welfare of the Project as a residential community. In order that the work may be completed and the Project be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be interpreted to deny Declarant the rights set forth in this Declaration.

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6.2 RIGHTS OF ACCESS AND COMPLETION OF CONSTRUCTION: Until Declarant no longer owns any Lot in the Project, Declarant, its contractors and subcontractors shall have the right to:

6.2.1 Obtain reasonable access over and across the Project and/or do within any Lot owned by it whatever is reasonably necessary or advisable in connection with the completion of the Project; and

6.2.2 Erect, construct and maintain on any portion of the Project such structures as may be reasonably necessary for the conduct of its business to complete the work, establish the Project as a residential community and dispose of the Project in parcels by sale, lease or otherwise.

6.3 MARKETING RIGHTS: Declarant shall have the right to: (i) maintain model homes, sales offices, storage areas and related facilities in any unsold Lots within the Project as are necessary or reasonable, in the opinion of Declarant, for the sale or disposition of the Lots and/or Residences; and/or (ii) conduct its business of disposing of Lots by sale, lease or otherwise.

6.4 AMENDMENT: The provisions of this Article may not be amended without the consent of Declarant until Declarant no longer owns any Lot in the Project, whichever first occurs.

ARTICLE VII

AMENDMENT AND ENFORCEMENT

7.1 AMENDMENTS: Prior to the conveyance of the first Lot, this Declaration may be amended by Declarant alone. After the conveyance of the first Lot, this Declaration may be amended upon the vote or written consent of fifty-one percent (51%) of the Owners based on one (1) vote for each Lot; provided that no amendment shall be effective without the consent of Declarant until Declarant no longer owns any Lot in the Project. Any amendment shall be effective upon the recordation in the Official Records of the County of an instrument executed by any two (2) Owners which (i) sets forth the terms of the amendment and (ii) states that at least fifty-one (51%) of the Owners approved the amendment.

7.2 ENFORCEMENT AND NON-WAIVER:

7.2.1 Right of Enforcement: The Architectural Committee and/OR any Owner shall have the power to enforce the provisions of this Declaration in any manner provided by law or in equity and in any manner provided in this Declaration. The provisions of this Declaration shall be equitable servitudes, enforceable by any Owner and/or the Architectural Committee against the Architectural Committee and/or any other Owner, tenant or occupant of the Project. Except as otherwise provided, Declarant, the Architectural Committee or any Owner(s) shall have the right to enforce, in any manner permitted by law or in equity, any and all of the provisions of this Declaration, including any decision made by the Architectural Committee, upon the Owners, the Architectural Committee or upon any property in the Project.

7.2.2 Violation of Law: Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Project is hereby declared to be a violation of this Declaration and is subject to any or all of the enforcement procedures herein set forth.

7.2.3 Remedies Cumulative: Each remedy provided by this Declaration is cumulative and not exclusive.

7.2.4 Nonwaiver: The failure to enforce the provisions of any covenant, condition or restriction contained in this Declaration shall not constitute a waiver of any right to enforce any such provisions or any other provisions of this Declaration.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 TERM OF DECLARATION: This Declaration shall continue for a term of thirty-five (35) years from its date of recordation. Thereafter, this Declaration shall be automatically extended for successive periods of five (5) years until a vote of fifty-one percent of the Owners (based on one (1) vote for each lot) determines that this Declaration shall terminate.

8.2 CONSTRUCTION OF PROVISIONS: The provisions of this Declaration shall be liberally construed to effect its purpose of creating a uniform plan for the development and operation of a planned residential development.

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8.3 **BINDING:** This Declaration shall be for the benefit of and be binding upon all Owners, their respective heirs, legatees, devisees, executors, administrators, guardians, conservators, successors, purchasers, tenants, encumbrancers, donees, grantees, mortgagees, lienors and assigns.

8.4 **SEVERABILITY OF PROVISIONS:** The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

8.5 **GENDER, NUMBER AND CAPTIONS:** As used herein, the singular shall include the plural and masculine pronouns shall include feminine pronouns, where appropriate. The title and captions of each paragraph hereof are not a part thereof and shall not affect the construction or interpretation of any part hereof.

8.6 **MORTGAGE PROTECTION:** A breach of any of the conditions contained in this Declaration shall not defeat or render invalid the lien of any First Mortgage made in good faith and for value as to any Lot in the Project; provided however that the conditions contained in this Declaration shall be binding upon and effective against any Owner of a Lot if the Lot is acquired by foreclosure, trustee's sale or otherwise.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date first above written.

DECLARANT: MCBAIL COMPANY, a general partnership

BY: BAILEY & ASSOCIATES, Its General Partner

By Wesley Bailey
Name: _____
Its General Partner

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CC&RS -WILDFLOWER I

STATE OF CALIFORNIA)
)SS.
COUNTY OF CONTRA COSTA)

On July 10, 1987, before me, VIRGINIA STILLSON, a Notary Public in and for the County of Contra Costa, State of California, duly commissioned, personally appeared WESLEY BAILEY, known to me to be one of the partners of BAILEY & ASSOCIATES, a limited partnership, that is a general partner of McBAIL COMPANY, a general partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

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



Virginia Stillson
Notary Public in and for said
County and State
My Commission Expires 4/22/88