

790222

B 7903-22 P648

When Recorded Mail To:

LAWYERS TITLE INSURANCE CORPORATION  
1565 Exposition Boulevard  
Sacramento, CA 95815

400328

OFFICIAL RECORDS  
SACRAMENTO COUNTY, CALIF.

FEB 22 8 00 AM 1979

ALVIN V. RODDA  
SACRAMENTO COUNTY RECORDER  
29035

DECLARATION OF RESTRICTIONS

PARKWAY OAKS UNIT NUMBER ONE

\$6.00

THIS DECLARATION made and dated this 19<sup>th</sup> day of JANUARY, 19 79,  
by Underwood-Wiese Company, a Corporation,

WHEREAS, Declarant is the owner of that certain tract of land situate  
in the County of Sacramento, State of California, described as follows:

All of Lots 1 through 56, inclusive, as shown on that certain Map entitled  
"Parkway Oaks Unit No. 1" which map was filed for record in the Office of  
the Recorder of the County of Sacramento, State of California on  
FEBRUARY 22, 1979 in Book 128 of Maps, Map No. 13.

WHEREAS, Declarant is about to sell property shown on said Map which  
it desires to subject to certain restrictive conditions between itself  
and the purchasers of said property, and between said purchasers, and

WHEREAS, said restrictive covenants are part of a common plan for all  
of said tract and are intended to apply to each lot and plot situated  
therein so that each lot or plot sold shall be so restricted for the  
benefit of every other lot or plot in said tract.

NOW, THEREFORE, Declarants declare that said property is held and shall  
be conveyed subject to the following covenants:

WITNESSETH:

1. Definitions. The word "lot" as used herein means one of  
the numbered lots delineated upon the said recorded map of the tract.  
The word "plot" as used herein means an individual site for a residence  
together with the grounds in connection therewith, whether composed of  
one or more lots or combination thereof. The word "building" as used  
herein is defined to mean any structure with a roof or overhead structure  
of any kind, whether such roof be enclosed, covered or open framework.

2. Land Use. (a) No plot shall be used except for residential  
purposes, and no structure shall be erected, altered, placed, or permitted  
to remain on a plot other than one detached single-family dwelling,  
not to exceed two stories in height and a private garage and other out-  
buildings incidental to the residential use of the plot except as pro-  
vided for in Paragraph 2 (b).

(b) Subject to the provisions of Paragraph 7, a duplex or  
two-family dwelling may be erected or placed on any corner lot, as well  
as on Lots 1, 55 and 56.

3. Setback. No building shall be located on any plot nearer  
than 20 feet to the front property line or nearer than 12 1/2 feet to  
a side street line; and no building shall be located nearer than 5  
feet to an interior property line. For these purposes eaves, steps,  
fireplaces, open porches, fences, walks, driveways and decorative  
appurtenances shall not be considered as a part of a building. A  
detached garage may be located adjacent to an interior property line  
provided said garage is located on the rear 1/2 of said building plot.

29035

FEB 22 1979

7081 Main Street

90222

B 7902-22 P649

4. Special Circumstances. It is intended that the provisions providing for the creation of reserves and free space be uniformly observed, provided however, in the case of special circumstances the Declarants or the Committee hereinafter provided for may, subject to the zoning laws of the County of Sacramento, permit digression from the requirements for reserves, fences and setback lines to relieve hardship or do equity when the same, in the opinion of Declarant or said Committee, is warranted under the particular facts involved.

5. Building Area. (a) No building shall be erected or placed on any plot which has an area of less than 8,000 square feet except that a dwelling may be erected or placed on any original lot as shown on the recorded map of Parkway Oaks Unit No. 1. No single-story single-family dwelling having an area of less than 1,400 square feet, no two-story single-family dwelling having a ground floor area of less than 750 square feet, exclusive of garages, open porches and other appurtenances, shall be erected upon any plot.

(b) No duplex shall have a ground floor area of less than 1,000 square feet exclusive of garages, open porches and other appurtenances, nor a total square feet area of less than 1,900 shall be erected upon any plot.

6. Fences. (a) No fence, wall, hedge, or garden appurtenances of any type shall be erected, placed or maintained in the area between the front street property line and a line parallel with said front street property line at the part of the building nearest said front street property line, nor more than 10 feet closer to said front street property line than the building on the adjoining building plot if said building fronts on the same street; for this purpose the most forward part of the side of the adjoining building toward the common plot line only is to be considered and the distance measured from the intersection of a perpendicular line from said common plot line to said building. No fence, wall, hedge or garden appurtenance of any type shall be erected, placed or maintained nearer than 7 1/2 feet to the side street property line.

(b) Excepted from the provisions of this paragraph are fences, walls, hedges and garden appurtenances not exceeding 24 inches in height measured from the ground on which it stands.

(c) No fence, wall or hedge over six feet in height (measured) from the ground on which it stands shall be erected, placed or maintained within the setback areas referred to in Paragraph 3 hereof. In the event said fence, wall or hedge is a common fence, wall or hedge between adjoining building plots and the ground elevation of said plots differ, the height of said fence, wall or hedge may be measured from the higher ground elevation of said adjoining plots at said fence, wall or hedge.

7. Architectural Control. (a) No building nor a structure of any type shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Committee as to quality of workmanship and materials, harmony of the external design with existing structures, and as to location with respect to topography and finish grade elevations. Entries and garages for each unit of a duplex or two-family dwelling shall face different streets unless otherwise approved in writing by the Committee. Approval shall be as provided in Part (c) hereof.

(b) The Architectural Control Committee is composed of Glen E. Underwood and Gene K. Wiese located at 3425 American River Drive, Sacramento, California 95825. Said Architectural Control Committee is to have full and exclusive power to exercise all those certain duties and privileges set forth in Paragraph 7. A Majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. After completion of construction of all said houses, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its power and duties.

23035

790222

SACRAMENTO COUNTY

B 7902-22 P650

(c) The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

8. Miscellaneous. No trailer, tent, shack garage, barn or other out-building shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.

9. Landscaping. The front yard of all plots and side street yards of corner plots shall be cultivated and landscaped and shall be maintained in a neat and orderly appearance free of rubbish, trash and other unsightly things.

10. Prohibited Activities. No trade, commercial, professional or manufacturing enterprise shall be carried on or conducted upon any lot or plot. No noxious or offensive activity shall be carried on or conducted upon any lot or plot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

11. Storage of Boats and/or Trailers. No boats, campers or house trailers shall be stored in such a manner as to be visible from the street.

12. Exceptions. Excepted from the provisions of these restrictions are the activities and structures necessary or convenient to the construction and sale of the dwellings within the tract described herein.

13. Animals. No fowl or animals, other than the usual and common household pets, shall be kept or bred upon any lot.

14. Breach. A breach of any of the covenants contained herein, or any reentry by reason on any breach, shall not defeat nor render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value as to said premises, or any part thereof, but said covenants shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, Trustee's Sale or otherwise.

15. Terms. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 35 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the then owners of a majority of the lots has been recorded, agreeing to change said covenants in whole or in part.

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

17. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

18. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, on 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.

19. Right of Way. Within the rear and sidelines of all lots a Right of Way 5 feet in width is hereby provided for and is hereby reserved in all Deeds to be hereafter delivered. In the event that a residence is constructed in such a position so that the present lot line is not the building plot line, said Right of Way shall be located 5 feet in width within said building plot line. Said Right of Way may be used for the

29035

790222

SACRAMENTO COUNTY

B 7902-22 P651

benefit of owners of lots in said Subdivision for the purpose of the installation and maintenance of utilities and drainage facilities. No structures are to be located over said 5 foot strips of land other than eaves, fireplaces, steps, open porches, fences, walks, driveways and decorative appurtenances.

20. Amendment. These covenants may be amended, changed, added to, revoked or rescinded at any time by a recorded instrument signed by the owners of more than 50% of the lots in said tract.

UNDERWOOD-WIESE COMPANY, A Corporation

*Glen E. Underwood*  
Glen E. Underwood

*Gene K. Wiese*  
Gene K. Wiese

Continental Auxiliary Company,  
a California Corporation

*Frank J. Steffano*  
Frank J. Steffano

LTIC CAL 7-1102  
Corporation Acknowledgment

STATE OF CALIFORNIA } SS.  
COUNTY OF SACRAMENTO

On JANUARY 19, 1979

before me, the undersigned, a Notary Public in and for said State, personally appeared

GLEN E. UNDERWOOD known to me

to be the GENE K. WIESE President, and known to me

to be \_\_\_\_\_ Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.  
Signature SUE MOORE  
SUE MOORE  
Notary's Name (Typed or Printed)



M&M

(This area for official notarial seal)

29035

CORPORATE ACKNOWLEDGMENT

State of California } S.S.  
County of Sacramento

On this 19 day of January, 1979, before me, Sally Weddle, a Notary Public in and for said Sacramento County, personally appeared

(SEAL) \* \* \* \* F. E. Steffano \* \* \* \*  
known to me to be the \_\_\_\_\_ agent

and \_\_\_\_\_, known to me to be the \_\_\_\_\_ of the Continental Auxiliary Company,

the Corporation that executed the within instrument, and also known to me to be the person who executed the within instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same, and further acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal Sally Weddle  
Notary Public in and for said Sacramento County and State.  
My commission expires July 4, 19 81



BOOK PAGE  
87 02 10 2577

OFFICIAL RECORDS  
SACRAMENTO COUNTY, CALIF.

Recording requested by:

HEMPEL & HEMPEL  
A Professional Corporation

When recorded return to:

HEMPEL & HEMPEL  
A Professional Corporation  
1121 L Street, Suite 402  
Sacramento, CA 95814

1987 FEB 10 PM 3:07

*John Russell Smith*  
COUNTY CLERK-RECORDER  
038625

CERTIFICATE OF ADDENDUM TO DECLARATION OF  
CONDITIONS AND RESTRICTIONS OF  
PARKWAY OAKS, UNIT NO. 1

FEE  
\$11  
K

1. On February 22, 1979, Underwood Wiese Company, (the "Declarant") recorded in the office of the Sacramento County Recorder in Book 790222 at Page 18 et seq. a Declaration of Conditions and Restrictions pertaining to Parkway Oaks, Unit No. 1, ("the Declaration") the legal description of which is:

All of Lots 1 through 56, inclusive, as shown on that certain map entitled "Parkway Oaks Unit No. 1", which map was filed for record in the office of the Recorder of Sacramento County, in Book 128 of Maps, map no. 13.

2. Pursuant to Section 7 of the Declaration, Declarant is empowered to appoint an architectural committee.

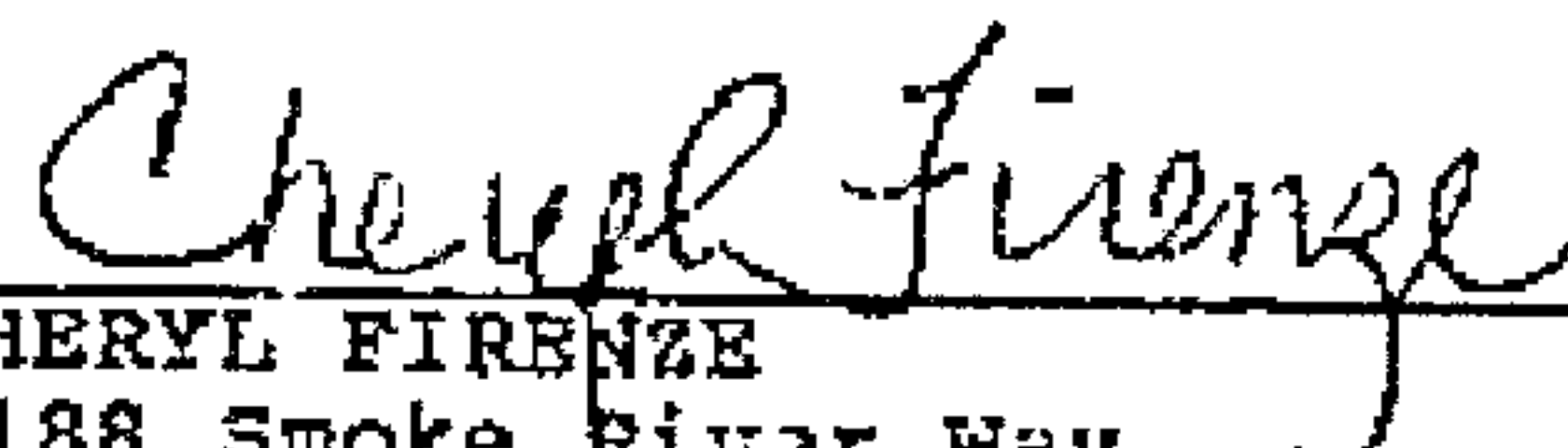
3. Declarant has, by letter attached as Exhibit "A", appointed the River Oaks Ranch Architectural Review Committee as replacement members of the committee. The committee was merged and is now a part of the South Pocket Homeowners Association. The South Pocket Homeowners Association is an unincorporated homeowners association.


4. The Association has met and considered the membership in the architectural control committee and after approval of the Board of Directors, named those persons whose signatures appear at the end of this document as members of the architectural committee.


5. By their signatures on this addendum, the persons executing this document accept their appointment to the architectural committee for Parkway Oaks, Unit No. 1.


I accept my appointment as a member of the architectural committee for Parkway Oaks, Unit No. 1.

Dated: 11/16/86

  
CHERYL FIRENZE  
1188 Smoke River Way  
Sacramento, CA 95831

  
KEN GIESE  
1208 Cedarbrook  
Sacramento, CA 95831

  
JAN RILLIET  
10 Fox Oaks Court  
Sacramento, CA 95831

  
JIM WEATHERBEE  
1201 Cedarbrook  
Sacramento, CA 95831

[Signature]  
TERRY STEVENS  
1192 Smoke River Way  
Sacramento, CA 95831

[Signature]  
JAY STEWART  
1184 Smoke River Way  
Sacramento, CA 95831

I certify that no approval by the owners of the Association is required by the governing documents.

Dated: 1/12/87

[Signature]  
ANITA FANTE  
President  
South Pocket Homeowners Association

GENERAL ACKNOWLEDGMENT

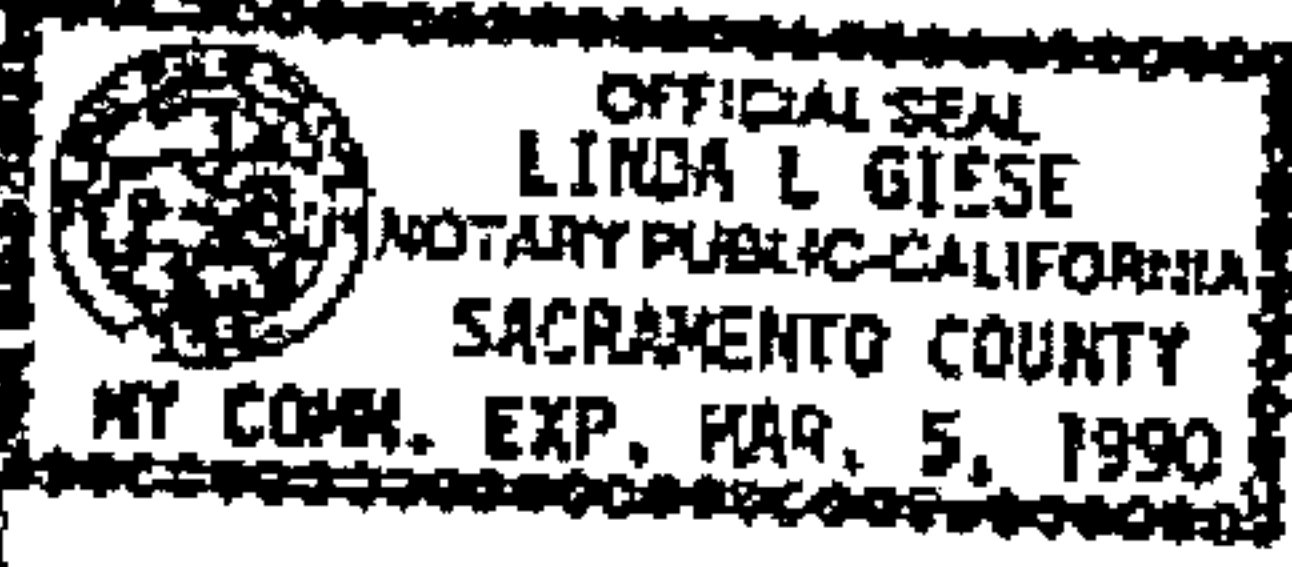
NO 201

State of CALIFORNIA }  
County of SACRAMENTO } ss.

On this the 12<sup>th</sup> day of January, 19 87 before me,  
LINDA L. GIESE  
the undersigned Notary Public, personally appeared  
ANITA FANTE

personally known to me  
 proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is subscribed to the  
within instrument, and acknowledged that she executed it.  
WITNESS my hand and official seal.

[Signature]  
Notary's Signature



710 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd • P.O. Box 4023 • Woodland Hills, CA 91364

August 14, 1985

Mrs. Cheryl Firenze  
1188 Smoke River Way  
Sacramento, California 95831

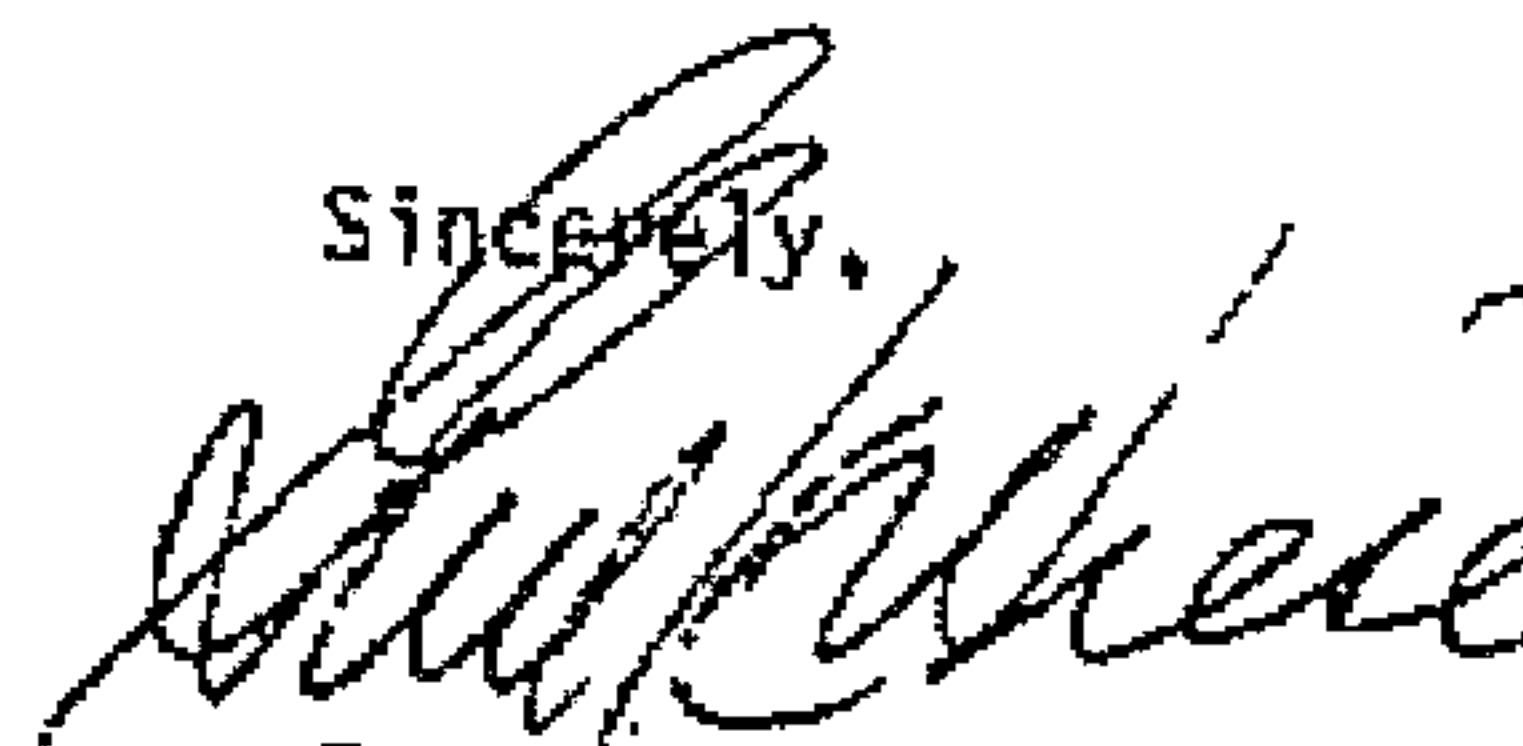
Dear Mrs. Firenze:

This written notification officially transfers the responsibility of architectural control for Union House (Parkway Oaks Unit No. 1) to the River Oaks Ranch Architectural Review Committee.

This document serves as an amendment to the existing covenants, codes and restrictions, releasing Gene K. Weise and Glen E. Underwood from further obligation regarding architectural control.

Signed this 19 day of August, 1985

Sincerely,

  
Gene K. Weise  
W/SE

cc: River Oaks Ranch Architectural Review Committee  
South Pocket Homeowner's Association

Exhibit "A"

RECORDING REQUESTED BY

MENS & LESTER  
ATTORNEYS AT LAW  
P.O. BOX 161509  
SACRAMENTO, CA 95816  
(916) 443-0541

AND WHEN RECORDED MAIL TO

NAME SOUTH POCKET HOMEOWNERS ASSOCIATION  
ADDRESS P.O. BOX 221787  
CITY SACRAMENTO, CA 95822

131185

PAGE  
89 06 -9 2195

OFFICIAL RECORDS  
SACRAMENTO COUNTY, CALIF.

89 JUN -9 PM 2:29

*Joyce Russell Smith*  
COUNTY CLERK-RECORDER



FIRST RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS OF  
PARKWAY OAKS UNIT NUMBER ONE

SOUTH POCKET HOMEOWNERS ASSOCIATION  
P.O. BOX 221787  
SACRAMENTO, CA 95822

BOOK

PAGE

89 06-9 2196

PARKWAY OAKS UNIT NO. ONE (UNION HOUSE)  
FIRST RESTATED  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

Table of Contents

<u>Section No.</u>	<u>Page No.</u>
Recitals.....	1
1: Further Subdivision.....	2
2: Architectural Control.....	3
3: Presentation of Plans.....	3
4: Minimum Size.....	5
5: Design Features.....	5
6: Set-Back Requirements.....	5
7: Screening & Fencing, Landscaping, Sprinklers.....	6
8: Antennas/Satellite Dishes/Ham Radios.....	6
9: Gas and Electric Meters.....	6
10: Garages and Service Areas.....	7
11: Exterior Lighting.....	7
12: Vehicles & Boats.....	7
13: Lot Maintenance.....	8
14: Landscaping.....	9
15: Signs.....	9
16: Maintenance and Repainting.....	10
17: Roof Coolers or Heaters.....	10
18: Variances and Adjustments.....	11
19: Sewage Disposal.....	11
20: Construction Time.....	11
21: Trash Containers.....	12
22: Miscellaneous Structures.....	12
23: Animals.....	13
24: Severability of Provisions.....	13
25: Mortgages and Deeds of Trust.....	13
26: Duration of Restrictions.....	14
27: Enforcement.....	14
28: Purpose of Restrictions.....	15
29: Failure to Enforce.....	15
30: Effect of Restrictions.....	15
31: Assignment.....	15

FIRST RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
PARKWAY OAKS UNIT NUMBER ONE

THE DECLARATION, executed by UNDERWOOD-WIESE COMPANY, a California corporation ("Declarant") entitled "Declaration of Covenants, Conditions and Restrictions recorded the 22nd day of February, 1979, in Book 128 of Maps, Map No. 13, of Sacramento County Official Records (the "Original Declaration"), is hereby amended and restated in its entirety as follows:

RECITALS

1. Declarant is the South Pocket Homeowners Association, comprised of owners of certain real property in the County of Sacramento, State of California, which is more particularly described in the Original Declaration and incorporated by reference herein (the "Properties").
2. On February 21, 1989, 50 Percent of the owners of lots in Parkway Oaks Unit Number One (successors in interest to Declarant) voted by written ballot to amend and restate the Original Declaration, all in accordance with the procedures for amendment set forth in Section 20 of the Original Declaration. As so amended and restated, these easements, covenants, restrictions, and conditions shall run with the Properties and shall be binding on all parties having or acquiring any right, title or interest in the Properties or any portion thereof, and shall inure to the benefit of each Owner thereof.
3. Each owner and grantee of an owner shall hold title to such property upon and subject to each and all of the restrictions, covenants, conditions and agreements herein contained and the jurisdiction rights and powers of the South Pocket Homeowners Association as set forth herein; and for himself, his heirs and personal representatives, successors and assigns shall covenant, consent and agree to and with the grantees and subsequent owners of each of said other lots, to keep, observe and comply with and perform said restrictions, covenants, conditions and agreements and each hereof.

BOOK PAGE  
89 06 -9- 21 98

Section 1:

FURTHER SUBDIVISION

None of said lots 1 through 56 inclusive shall be further subdivided except upon approval of Declarant which shall be granted only in the particular case where a lot is to be divided equally, or nearly equally, between the two immediate adjacent owners for the purpose of developing their single lot into one and one-half lots to accommodate a single residence on the newly developed lot. No lot shall be divided or subdivided in any other manner or for any other purpose whatsoever. The newly created lot so developed from one and one-half lots shall then be considered as one lot for the purpose of restrictions, limitations, conditions, covenants and agreements herein contained and shall be subject to each thereof. Any lot splits are subject to proper approval through all the proper and necessary Governmental agencies.

No buildings other than one single family dwelling and appropriate outbuildings, including garages, servant quarters, and one guest house for private use by social guests only, shall be erected or placed on any lots 1 through 56 nor shall any building erected or placed on any of said lots be used for any purpose other than a single family dwelling house or appurtenant outbuilding. Except for lots 1, 55, 56, and any corner lot \_\_\_\_\_,

\_\_\_\_\_ inclusive which may be used for Duplex lots. No rooming house or room and boarding establishment shall be maintained from any principal residence. Only servants or servant quarters shall be permitted as generally accepted in the normal family functions. Guests whose principal residence is elsewhere shall be permitted from time to time as normally accepted. No trade or craft or commercial or manufacturing or retail trade (including garage sales and/or rummage sales) activity of any kind or character whatsoever shall be conducted or carried on upon any of said lots or in any buildings thereon.

Duplexes: Declarants shall provide that lot 1 and its adjoining n/a lot, and 55, 56, \_\_\_\_\_, \_\_\_\_\_ will be used as paired lots. That each group of two duplexes shall share a mutual drive for off street parking, with four spaces per duplex, and a mutual driveway for each group of two duplexes to be mutually used, and maintained for eight spaces of the two duplexes. Duplexes constructed on any of the lots, other than the above mentioned pair, must place drive-ways to the far side of each lot. This is for the purpose of giving a single family appearance to the duplex structure. At no time excepting when a variance is issued, may the duplex have a mutual drive for both sides of the duplex.

Section 2:ARCHITECTURAL CONTROL

No building, dwelling, wall, fence, coping, mailbox, or other structure or improvement of any kind or character whatsoever, (including any structure on either side of or behind the dwelling or garage that exceeds the normal six foot fence height) shall be erected, constructed, placed upon, moved to, altered, or remodeled, until the construction plans and specifications and plot plan showing the location of such structure or improvement have been approved in writing as to quality of workmanship and material, compliance with the provisions of this Declaration, harmony of external design and color scheme with existing or contemplated structures, and location with respect to topography and finished grade elevation, by an Architectural Control Committee, to be appointed by Declarant, and to which Architectural Control Committee, Declarant hereby delegates all of Declarant's rights, interest and powers of enforcement otherwise exercisable by Declarant with respect to Section 2., through Section 10., inclusive thereof.

The Architectural Control Committee shall consist of six members who shall serve for a term of eighteen (18) months. In order to provide continuity, the initial election for the Architectural Control Committee shall be for two members serving terms of six (6) months, two serving terms of twelve (12) months, and two serving terms of eighteen (18) months. All subsequent elections shall be for terms of eighteen (18) months.

The Board of Directors of the Homeowners Association shall nominate homeowners for election to the Architectural Control Committee. The Architectural Control Committee members shall be elected by a majority vote of the homeowners voting at a general meeting of the Homeowners Association. The members of the Architectural Control Committee shall select one of said members to serve as the chairperson of the Committee. The chairperson of the Committee shall serve as one of the Directors of the Board of Directors of the Homeowners Association.

A member of the Architectural Control Committee may be removed from office by a vote of 2/3's of the members voting at a general meeting of the Homeowners Association. The President of the Board of Directors for the Homeowners Association shall appoint an interim member to replace the removed Committee Member until the next regularly scheduled meeting of the Homeowners Association.

Section 3:PRESENTATION OF PLANS

Presentation of a proposal for the approval of the Architectural Control Committee by any person or entity desiring to erect, construct, move to, alter, remodel or change the outside color scheme of any building, swimming pool, wall, fence, coping, or other structure upon any of the lots hereinabove described, shall be made in the following manner:

a. The person or entity desiring such approval hereinafter referenced to as "Applicant" shall submit three (3) complete sets of plans, including construction drawings, complete specifications, plot plan, floor plan, all exterior elevations, exterior color scheme, landscaping plans, and screening and fencing plans to an architect designated by the Architectural Control Committee for review. Any fees imposed by said architect shall be paid by the applicant directly to the architect. The architect will retain one (1) set of the plans for his file and forward two (2) sets to the Architectural Control Committee, with the architect's suggestions for changes, if any, and with recommendation of approval or disapproval. Within thirty (30) days after submission of said plans to the architect, the Architectural Control Committee will return one (1) set of plans to the Applicant, with either written notice of approval or disapproval or with written suggestion of changes required for approval. If no written notice of approval or disapproval is received by the Applicant within thirty (30) days after such submission or resubmission to the architect, the plans shall be deemed to have been approved by the Architectural Control Committee.

The Applicant shall pay all fees imposed by the architect in connection with the architectural review.

b. Should unforeseen circumstances require changes in the exterior of the structure after receipt by Applicant of the approval of plans by the Architectural Control Committee, prior to commencing construction embodying such changes, application for approval of such changes must be made in accordance with the provisions of subparagraph a. of this Section 3.

c. Should an A.I.A. Architect designated by the Architectural Control Committee cease to act, for any reason, as reviewing architect as contemplated hereinabove, declarant, or the nominee or successor shall have all powers herein granted to, and be subject to all duties herein imposed upon said A.I.A. Architect. The appointment of such successor shall be evidenced by a written instrument, executed and acknowledged by Declarant or Declarant's nominee or successor in interest, and recorded in the Office of the County Recorder of Sacramento County, California.

d. No member of the Architectural Control Committee, nor any agent, successor or nominee of any of them, shall be responsible in any way for any defects in any plans or for any structural or other defects in any work done according to any of such specifications.

e. From and after the erection, construction, alteration, or remodeling of any building, swimming pool, wall, fence, coping, structure or work of improvement on any of the lots above described, the same shall not be moved or removed without the written approval of the Architectural Control Committee, obtained in accordance with the provisions hereinabove contained.

f. There shall be no fees paid directly to the Architectural Control Committee for any labor involved in reviewing or supervising any of their before mentioned duties.

Section 4:MINIMUM SIZE

Every principal residence constructed on any lot 1 through 56, inclusive shall not have less than 1900 square feet single family and 2,400 square feet for duplex of fully enclosed floor area devoted to residential purposes (exclusive of roofed porches, terraces, garages and other outbuildings) and combined cost of construction of each such home and the garage constructed concurrently therewith, shall not be less than \$ 85,500 single family and \$ 109,000 for duplex, exclusive of the cost of lot, bonds, landscaping and furnishings. Such costs to be based on the 1984 level of costs of construction, it being the intention and purpose of this covenant to insure 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 hereof at the minimum cost stated herein for the minimum dwelling size permitted for lots 1 through 56.

Section 5:DESIGN FEATURES

Every principal residence constructed on any of the lots above described shall have a minimum roof overhang of three (3) feet, unless deviation for a specific design feature is approved by the Architecture Control Committee. In designing and constructing each of such principal residences, so far as possible, all roof vents shall be run to the rear of the roof ridge. All visible roofing on any residence shall be uniform in design and material. Tile roofing to be authentic Mission Barrel Tile only of the deep color tones of maroon to red and brown. Not the clear red tone found in most cheaper Spanish tiles. No principal residences will be constructed on any of the lots above described of the types commonly referred to as "package homes", "tract type homes" or "look alike homes", nor will construction of principal residences be permitted which constitute "duplication" of an existing principal residence or which are markedly similar to an existing principal residence. Nevertheless, all plans for proposed principal residences should be harmonious in design and "atmosphere" with existing residences.

Section 6:SET-BACK REQUIREMENTS

Except as the Architectural Control Committee may require greater set-back in particular lots, all principal residences constructed on any of the lots above described shall be constructed with a minimum set-back of twenty-five (25) feet from the front property line. Corner lots are to have a 12 and 1/2 foot side street set-back line. No dwelling (including garage or other structure physically a part of such dwelling) shall be erected on any lot nearer than five (5) feet from the side boundary thereof.

89 06-9 2202

Section 7:

SCREENING & FENCING, LANDSCAPING, SPRINKLERS

a. Screening & Fencing: All screening and fencing must be approved and must be designed to conform to the design of the proposed or existing principal residence; such screening must be architecturally designed and in its construction wood, rock, brick or wrought iron or a combination thereof shall be employed.

All screening and fencing must be maintained in a good sound structural manner, painted periodically so it doesn't appear shabby or unkempt.

Screening and fencing must be so designed as to face its most attractive side toward the street. All screening must complement adjacent residences, stained or painted to blend. The screening must be of a quality design, construction, and materials to complement the existing adjacent structures. Screening or fencing of double sided construction, with cap board and base board to guarantee a lasting appearance is desired.

b. Landscaping: Concurrently with the construction of residence by "Speculative Builders" on any of the above described lots, the lot shall be completely landscaped and sprinklers, screening and fencing will be installed and constructed.

Section 8:

ANTENNAS/SATELLITE DISHES/HAM RADIOS

Construction or placement of a satellite dish antenna is prohibited unless the maximum height of the satellite dish antenna does not exceed the top of the normal six foot fence line and the satellite dish antenna is screened on all sides. One single mast antenna with all its guide wires attached to the roof on which it is placed will be permitted per residence. Operation of "ham" radio transmitters or other electronic devices which interfere with television or radio reception will not be permitted.

Section 9:

GAS AND ELECTRIC METERS

Gas and electric meters installed by Pacific Gas and Electric Company, or others, shall be built into the wall of the principal residence in such a manner as not to be visible from any side of the principal residence.

Any solar heating devices, panels, pipes and miscellaneous parts will be treated as a utility and must be properly screened.

Section 10:GARAGES AND SERVICE AREAS

a. Garages: Interior walls of garages are to be completely finished in sheetrock, plaster, stucco, wood or with the material employed on the exterior surface of the garage.

Garages shall have doors for pedestrian use at or near the front and rear of the garage to provide access to the front and rear yard, to eliminate use of the automobile garage doors as walkways. Automobile garage doors must remain closed when not in use, and must be equipped with automatic door openers.

The unattractive side of the garage areas shall be screened by custom designed screening or fencing that shall complement the existing structure, double sided or with the attractive finished side facing the visible areas.

b. Service Areas: All service areas shall be screened with custom designed fencing or screening that will complement the residence, double sided, or the attractive finished side facing the visible areas.

Section 11:EXTERIOR LIGHTING

It is recommended for the safety of all residents and their guests that each residence be provided with at least two exterior lights adjacent to or near the street, which are turned on automatically at dark by a mechanical device.

Section 12:VEHICLES & BOATS

No house trailers, campers or other vehicles containing living quarters will be parked or stored either on any of the lots above described nor on the street in front of any such lots for more than overnight while being loaded or unloaded, except that such vehicles may be stored or parked in a garage with the garage doors closed. No boats, trailers, commercial vehicles (other than standard pickup trucks without signs) may be left in front of a principal residence, on the street adjacent to any of the above described lots, or on any of the above described lots unless stored or parked in the garage with the doors closed.

The operation of motorcycles, motorscooters, automobiles and other vehicles which create excessive noise to the annoyance of the residents is prohibited and continued violation will be reported to the local law enforcement agencies.

Section 13:LOT MAINTENANCE

Vacant lots are to be kept clean and free from debris, litter, trash, empty containers and the like and shall be kept watered and mowed at least once (1) per month to maintain them in a sightly condition.

Should any purchaser fail to comply with this covenant, Declarant, its agents and employees, may at its option and without being required to do so, perform such maintenance work, in which event it shall be reimbursed by the buyer. Purchase of any of the above described lots shall constitute agreement and consent by the purchaser to the entry upon and the accomplishment on said lot or lots of the above described cleaning, cultivation and maintenance by representatives of the Architectural Control Committee or Declarant, at the expense of such purchaser and purchaser further agrees that should a reassessment be unpaid by purchaser, any expense incurred in connection with such cleaning, cultivating and maintenance, purchaser is obligated to pay pursuant to Section 27 of these Restrictions.

Every improved lot including the improvements thereon, shall be kept at all times in a clean, neat, sightly and wholesome condition. No trash, debris, litter, empty containers or the like shall be allowed or permitted to accumulate on or by any lots, and no machinery, implements, building material or articles of similar nature shall be allowed to remain on any lot exposed to general view from the street or surrounding premises. If any lot owner shall fail to comply with the provisions of this Section 13 within twenty (20) days after Declarant or any person entitled to enforce these restrictions shall notify him in writing of such failure and request that it be corrected, then the Declarant or other person giving such notice may, in addition to other remedies he may have, go upon the lot where such failure of compliance has occurred and perform such acts as may be necessary to correct such failure shall constitute a charge against the owner of the lot where such failure occurred and purchaser is obligated to pay pursuant to Section 27 of these Restrictions.

All builders are to maintain their construction sites in a neat and orderly fashion.

The owner and general contractor shall be responsible for the maintenance of such neatness and removal of debris by subcontractors employed on the construction site. Transitmix concrete trucks shall not be permitted to dump excess concrete mix on any of the described lots.

Section 14:

LANDSCAPING

Landscaping must be completed within sixty (60) days (or as weather permits) after completion of principal residence unless a written schedule for completion longer than sixty (60) days has been submitted to and approved by the Architectural Control Committee. Said schedules shall include the reasons that the completion date will exceed the sixty (60) days. Landscaping must be thereafter maintained in a neat and orderly manner, all lawns are to be kept green and cut weekly. Shrubberies must be maintained, kept free of weeds and trimmed periodically. All dead plants, shrubs and trees are to be removed immediately. Each yard principal open areas are to be maintained in lawn, cut and trimmed weekly or ivy trimmed quarterly or other ground cover satisfactory to the Architectural Control Committee.

Upon written complaint, the Architectural Control Committee shall review said yard to determine the nature of said complaint and make a determination as to what should be done to make the yard comply with the restrictions.

All yards, front, side and rear, must be kept in a neat and orderly fashion, free of debris, overgrown areas, dead trees and shrubs, all lawns are to be maintained, trimmed, mowed weekly, fertilized each quarter and are to be free from fungus, lawn moths; in general to have a healthy appearance.

No area of the yard shall be permitted to become shabby, overgrown or poorly maintained.

Section 15:

SIGNS

No signs shall be installed, erected, placed or maintained on any of the above described lots, except in accordance with the following:

- a. Special display signs not to exceed one hundred (100) square feet in area, designating new units, special promotions and special model homes may be installed for a period not exceeding one hundred eighty (180) days, upon approval in writing by Declarant. Upon the expiration of such one hundred eighty (180) day period, if such approval for an additional period is not obtained, the sign shall be removed;
- b. On weekends an "open house" sign, professionally designed and not exceeding 24" x 36" may be erected on any of such lots provided the residence to which the sign appertains is also located on such lot;

- c. On weekdays, a professionally designed "open house" sign, not exceeding 24" x 36", may be erected on any of such lots provided that the residence to which the sign appertains is staffed by a licensed sales agent and provided that the sign is erected on the lot to which it appertains;
- d. Normal "For Sale" signs, not exceeding 18" x 24" may be erected. For sale signs are limited to one per residence. During the original offering of lots for sale, Declarant or its agents may number each lot and place thereon a "For Sale" or "Sold" sign not to exceed 12" x 18" in size;
- e. A general contractor's sign, not exceeding 18" x 24" containing only the name, phone number and address of the building firm may be erected and maintained during construction, provided such sign does not indicate the residence is offered for sale and further provided, such sign does not contain any "slogans" or company mottos;
- f. A sub-contractor's sign, not exceeding 18" x 24", containing only the name, phone number and address of the sub-contractor may be erected and maintained only during the period that the sub-contractor is doing work on the construction site;
- g. No political or other commercial signs will be permitted.

Section 16:

MAINTENANCE AND REPAINTING

Each principal residence, its garage, screening and fencing shall be kept in good repair, painted periodically, maintained in a neat and well kept manner.

No repainting of the exterior of a structure constructed on any of the lots above described shall be commenced or undertaken until approval of the Architectural Control Committee, as to compatibility with the surrounding structures, is obtained in accordance with the procedure set forth in Section 3, herein above.

Section 17:

ROOF COOLERS OR HEATERS

No roof coolers or heaters will be permitted unless completely screened and approved in writing on an individual basis by the Architectural Control Committee. This type of unit is not recommended and in most every case will be rejected. Ground units, well screened from view, have been most acceptable.

Section 18:

VARIANCES AND ADJUSTMENTS

Declarant may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations herein contained, provided this may be done in conformity to the intent and purposes hereof and also provided in every instance that such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood.

In the event there shall be governmental regulations which conflict with or prevent works of construction or improvement in the manner required by the within regulations these circumstances shall be deemed to constitute practical difficulties justifying allowance of variances and adjustments of said regulations in order to prevent unnecessary hardship, provided however, in every instance that the variance or adjustment shall not be materially detrimental or injurious to property or improvements in the neighborhood.

Section 19:

SEWAGE DISPOSAL

No building or structure shall be constructed with plumbing fixtures, dishwashers, toilets or sewage disposal systems unless said plumbing fixtures, toilets and sewage disposal systems are connected to an established sewage system, or, if permitted by law and applicable public regulations and approved by the Declarant, to a septic tank or cesspool.

Section 20:

CONSTRUCTION TIME

When constructions of any improvement has been commenced on any of said lots, all work thereon must be performed in a good and workmanlike manner, and prosecuted diligently to completion within a reasonable time. Any building erected upon any of said lots shall be deemed to have been constructed in full compliance with the restrictions, covenants and conditions herein contained, unless notice by Declarant of non-compliance therewith has been recorded in the Office of the County Recorder of said County of Sacramento within sixty (60) days after completion of construction. No building shall be occupied during new construction, only after notice of completion is recorded, nor until made to conform with all requirements herein set forth.

If work on any building under construction shall stop for a continuing period of 120 days, and such interruption is not caused by circumstances beyond the reasonable control of the owner of the lot on which said building under construction is located, or

89 06-9 2208

other person causing said construction work to be done, the Declarant or any other person entitled to enforce these restrictions may notify said owner in writing of the existence of such interruption of work and request that said work proceed forthwith, and if within twenty (20) days after the giving of said notice such work shall not have been resumed and shall not thereafter be continued with due diligence the Declarant or other person giving such notice shall have the right to enter upon said lot and remove said incom- pleted building or complete the construction thereof, and the costs and expenses incurred in connection with such removal or completion shall constitute a lien upon said property, attaching as of the time of commencement of the work of removal or completion, and said lien shall be enforceable in the manner provided by law for the enforcement of mechanic's or material men's liens. Financial inability to complete construction shall not be a cause of delay excusing the performance of construction work hereunder.

Section 21:

TRASH CONTAINERS

Trash must be placed and kept in covered containers and removed regularly and frequently from the premises and may not be burned or buried on any lot. No open fires shall be permitted on any lot.

Section 22:

MISCELLANEOUS STRUCTURES

Any building placed, erected or maintained upon any lot in the tract shall be entirely constructed thereon, and the same shall not nor shall any part thereof be moved placed thereon from elsewhere, except with express consent of Declarant or the Architectural Control Committee. No derrick or other structure designed for use in boring for oil, or natural gas shall be erected, placed, or permitted upon any of the above described lots. Oil or natural gas can be extracted by off site well systems.

Notwithstanding anything to the contrary contained herein, builders may during the course of construction of any building on any of said lots, maintain a normal "builder's shed", but the same must be maintained in a neat and sightly manner and must be removed promptly upon completion of construction.

No elevated tanks of any kind shall be erected, placed or permitted on any of the lots above described. Any tanks for use in connection with a residence on any of said lots, including tanks for the storage of gas and oil, must be below ground or fully enclosed in a building. All mailboxes are to be custom designed in keeping with the surroundings and in each particular case, with the design of the owner's residence.

All clothes lines, service yards, woodpiles, and storage piles shall be walled in or kept screened by adequate planting in such a manner as to conceal them from view from neighboring lots, and roads.

Children's tree houses or other play structures shall be so constructed and situated as not to be visible from neighboring lots or the street unless written consent from the Architectural Control Committee is first had and obtained.

Section 23:

ANIMALS

No horses, cattle, hogs, sheep, goats, poultry, rabbits or livestock of any description, may be kept or permitted on the property, with the exception of dogs, cats or other animals which are bona fide household pets and which do not make objectionable noise or constitute a nuisance or inconvenience to owners of other property nearby. No commercial raising, breeding, training, or dealing in dogs, cats or any other animals shall be permitted on or from any lot.

Bona fide household pets must be maintained and controlled so as not to constitute a nuisance. Dogs allowed beyond the boundaries of the owner's lot must be leashed at all times. Animals which are allowed to roam unattended and cause annoyance to any resident will be reported once to the owner thereof. If subsequent complaints are received concerning the same animal, the matter will be referred to the Sacramento City Animal Control Agency for appropriate action.

Section 24:

SEVERABILITY OF PROVISIONS

Invalidation of any one or more of these covenants, conditions, restrictions, agreements or limitations by judgment or court order of any court of competent jurisdiction shall in nowise affect any of the other provisions, which shall remain in full force and effect.

Section 25:

MORTGAGES AND DEEDS OF TRUST

All restrictions, covenants, conditions, agreements and other provisions herein contained are and shall continue to be subject and subordinate to any and all mortgages or Deeds of Trust hereafter executed in good faith and for value, and covering any of said lots, and none of said restrictions, covenants, conditions agreements or other provisions shall in any way reduce the security, impair the priority or affect the validity of any such mortgage,

BOOK PAGE

89 06-9 2210

or deed of trust, but if any of said lots are sold under a foreclosure of any such mortgage or under the provisions of any such Deed of Trust, any purchaser or purchasers at any such sale, his or their successors and assigns, shall hold such property subject to all of the Restrictions, covenants, conditions, agreements and other provisions of this declaration.

Section 26:

DURATION OF RESTRICTIONS

All of the restrictions, covenants, conditions, agreements and limitations contained herein shall continue and remain in full force and effect as to said lots and each of the owners thereof until January 1, 2024, provided, however, that by written agreement executed by the then record owners of not less than two-thirds (2/3) in area of the lots subject to the provisions of this declaration and recorded in the office of the County Recorder of the City of Sacramento, California, said restrictions, covenants, conditions, agreements and limitations, or any part thereof, may at any time be changed, modified and annulled; provided further, however, should no such written agreement be executed and recorded which changes or annuls the provisions hereof, from and after January 1, 2024, the restrictions, covenants, conditions, agreements and limitations herein contained shall be automatically extended for successive periods of forty (40) years.

Section 27:

ENFORCEMENT

A violation of any of the provisions, conditions, restrictions or covenants contained herein shall be deemed to constitute a nuisance, and redress in money damages shall not be deemed an adequate remedy therefore. If any such violation shall occur or be attempted, the Declarant or any other owner or owners of land subject hereto shall have the right to institute an action or proceeding in any court of competent jurisdiction, either at law or in equity, and obtain a judgment enjoining the continuance of an existing violation or the creation of one that is threatened, or granting the plaintiff such other relief as may be appropriate and adequate in the premises. In any such action or proceeding the plaintiff, if successful, shall be entitled to recover his or its costs of suit, together with an attorney's fee in such amount as the court shall adjudge reasonable.

Section 28:

PURPOSE OF RESTRICTIONS

Said restrictions, covenants, and agreements are intended and imposed for the direct and mutual and reciprocal benefit and each and all of said lots and subsequent owners thereof, and to create mutual and equitable servitudes upon each of said lots in favor of each other lot, and reciprocal rights and obligations and privity of contract and estate between the grantees of said lots, their respective heirs, successors and assigns and may be enforced by any lot owner against any other lot owner.

Section 29:

Failure promptly to enforce any of the provisions hereof or require the correction of a violation of any of the foregoing restrictions, covenants, conditions or agreements shall not constitute a waiver of the right subsequently to enforce said provisions in their entirety or to require the correction of said violation or any other one of similar nature.

Section 30:

EFFECT OF RESTRICTIONS

The provisions herein contained are for the benefit of each and all of said lots, and are and shall operate as covenants running with the land and shall inure to the benefit of and be binding upon Declarant and the purchasers and subsequent owners of each of said lots. The provisions herein contained may be enforced and any breach thereof enjoined, abated or remedied by appropriate proceedings by Declarant or by any owner or owners of any of said lots.

Section 31:

ASSIGNMENT

Any or all of the rights, title, interest and estate given to or reserved by Declarant herein may at any time be transferred or assigned to any person, persons, corporation or association by appropriate instrument in writing executed by Declarant and recorded in the office of the County Recorder of Sacramento County, and wherever Declarant is herein referred to, such reference shall be deemed to include its successor or successors in interest; any duties imposed upon or assumed by Declarant herein may, at any time and in like manner, be delegated and transferred to any person, persons, corporation or association, and upon such transfer, Declarant, its officers, directors and shareholders shall be relieved from any further liability or responsibility for the performance thereof.

BOOK PAGE  
89 06-9 2212

South Pocket  
Homeowners Association

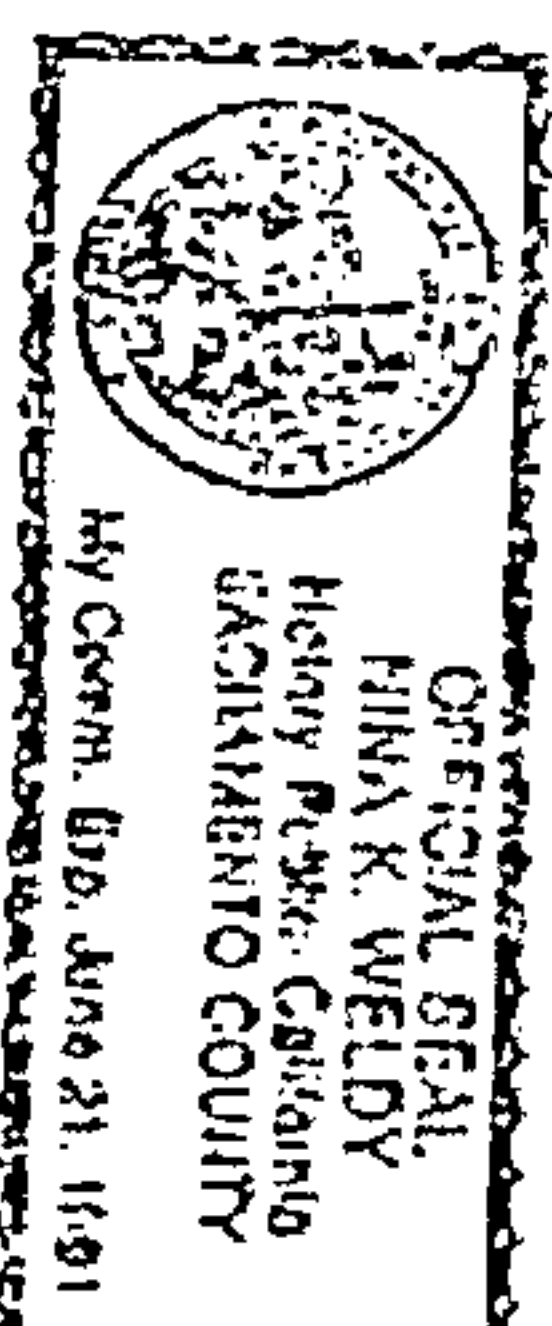
Dated: 5/11/89

BY: Linda K. Weldy  
LINDA GIBBE, President  
President

STATE OF CALIFORNIA  
CITY OF SACRAMENTO                   §§

On 2/11/1989, before me, the undersigned,  
a Notary Public in and for said County and State, personally  
appeared LINDA GIBBE, personally known to me (or proved to me  
on the basis of satisfactory evidence) to be the President of the  
South Pocket Homeowners Association that executed the within  
Instrument, and acknowledged to me that such actly executed the  
same.

Signature Linda K. Weldy  
Notary Public in and for said County and State



RECORDING REQUESTED BY  
OLD REPUBLIC TITLE CO.  
Order No. 318518 BS  
WHEN RECORDED MAIL TO

NAME David J. Spottiswood  
MAILING McDonough Holland & Allen  
ADDRESS 555 Capitol Mall, 9th Floor  
CITY, STATE Sacramento, CA 95814  
ZIP CODE

Recorded in the County of Sacramento  
John Dark, Clerk/Recorder

57.00

199901060158 09:05am 01/06/99

885 1802005 01 07  
R01 17 7.00 48.00 0.00 0.00 0.00 0.00 0.00  
2.00

SPACE ABOVE RESERVED FOR COUNTY RECORDER'S USE  
TITLE(S)

*Agreement*

(COVENANTS RUNNING WITH THE LAND)

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

David J. Spottiswood  
McDonough Holland & Allen  
555 Capitol Mall, 9th Floor  
Sacramento, CA 95814

#### COVENANTS RUNNING WITH THE LAND

THIS AGREEMENT is made as of this 12th day of October, 1998, by and between L & P - PACIFIC/TEICHERT, a California general partnership ("LPPT"), and MARVIN L. OATES, trustee of the Marvin L. Oates Trust dated March 7, 1995, a Revocable Trust; MARK O'BRIEN, an unmarried man; TIM O'BRIEN and PHYLLIS O'BRIEN, husband and wife, as community property as joint tenants; DOUGLAS N. POPE and MONICA J. POPE, husband and wife, as community property, as joint tenants; all as tenants in common (collectively the "Lot 23 Owners").

#### Recitals

A. LPPT is the owner of certain real property (the "LPPT Property") in the City and County of Sacramento, California. The LPPT Property is more particularly described in Exhibit A attached hereto.

B. The Lot 23 Owners are the owners of certain real property (the "Lot 23 Property") in the City and County of Sacramento, California. The Lot 23 Property is more particularly described in Exhibit B attached hereto.

C. In consideration of LPPT's sale of the Lot 23 Property to the Lot 23 Owners, the Lot 23 Owners have agreed to impose certain covenants and restrictions on the Lot 23 Property, which restrictions shall benefit the LPPT Property.

D. LPPT and the Lot 23 Owners now desire by this Agreement to establish and impose covenants and restrictions upon the Lot 23 Property, which covenants and restrictions shall be for the benefit of the LPPT Property and each and every portion thereof, and the owners of each and every such portion and their successors, shall constitute covenants running with the land on the Lot 23 Property and the LPPT Property as the burdened and benefited properties, respectively, and

shall bind and inure to the benefit of each successive owner, during its ownership, or any portion of such property.

E The constituent partners of LPPT are Parker Development Company, Teichert Land Co. and Pacific Coast Building Products, Inc., each of which is a California corporation. In this Agreement, the term "affiliate" of a constituent partner means, with respect to such constituent partner, a corporation, limited liability company or other business entity which, directly or indirectly, owns the constituent partner, is owned by the constituent partner, or is owned, directly or indirectly, by the same corporation, limited liability company or other business entity which owns the constituent partner.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the Lot 23 Owners and LPPT hereby agree as follows:

#### Agreements

1. Covenants Running with the Land. All of the provisions of this Agreement shall be covenants running with the land pursuant to applicable law, including but not limited to Section 1468 of the Civil Code of the State of California. It is expressly agreed that each covenant to do or refrain from doing some act on the Lot 23 Property hereunder (a) is for the benefit of the LPPT Property and each and every portion thereof and is a burden upon the Lot 23 Property, (b) runs with each and every portion of the Lot 23 Property and the LPPT Property, and (c) shall benefit or be binding upon each successive owner during its ownership of the LPPT Property or the Lot 23 Property, respectively, or any portion thereof; and each person having any interest therein derived in any manner through any owner of any of the LPPT Property or the Lot 23 Property or any portion thereof and the owners of each parcel comprising the same.

2. Successors Bound. All of the covenants and restrictions contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring the Lot 23 Property or the LPPT Property, or any portion of either, or any interest in either, whether by operation of law or in any manner whatsoever.

3. Duration. This Agreement shall become effective as of the date of recordation hereof and shall remain effective so long as the Master Declaration referred to in paragraph 9 below remains in force and effect.

4. Modification and Termination. This Agreement may be modified in whole or in part or terminated only by a written instrument duly executed and acknowledged by each of the then record owners of the Lot 23 Property and (i) if LPPT or any of its constituent partners, or affiliates of any such constituent partners is then the record owner of any portion of the LPPT Property, by LPPT if it is a record owner, by such of its constituent partners as are record owners, and by such affiliates of such constituent partners as are then record owners, or (ii) if no part of the LPPT Property is then owned by LPPT or any of its constituent partners, or affiliates of any such constituent partners, by the Riverlake Community Association.

5. Litigation Expenses. If any owner brings an action at law or in equity against another by reason of the breach of any covenant, restriction or obligation hereof, or otherwise arising out of this Agreement, the prevailing party in such action shall be entitled to its costs of suit and reasonable attorneys' fees in addition to all other appropriate relief. For the purposes of this Agreement, the term "prevailing party" shall include any party who obtains substantially the relief sought by it in such action irrespective of whether such action is prosecuted to judgment.

6. Restriction on Use. Commencing on the date of recordation of this Agreement and continuing to and including the date which is 20 years after an elderly care facility or facility for care of residents with Alzheimer's or similar afflictions, opens for business on the Lot 23 Property, the Lot 23 Owners and their successors shall use the Lot 23 Property only for the purpose of a first-class facility for the care of the elderly and/or the care of residents with Alzheimer's or similar afflictions. The Lot 23 Owners and their successors shall not use the Lot 23 Property for any other purposes during such period, even though such other uses might be permitted by applicable zoning, without the express written consent of owners of the LPPT Property pursuant to paragraph 8 hereof.

7. Architectural Approval. The Lot 23 Owners and their successors shall construct any improvements or structures on the Lot 23 Property in accordance with the building and site plans and specifications approved by LPPT. Any replacement or substitute improvements or structures shall be constructed during the term hereof on the Lot 23 Property only to the extent that (i) such structures or improvements are consistent in kind, type and quality with such previously approved plans and specifications, or (ii) plans and specifications for such replacement or substitute structures or improvements shall have been first approved by the person or person entitled to enforce the covenants and restrictions

pursuant to paragraph 8A, if applicable, or otherwise by the Riverlake Architectural Control Committee.

8. Enforcement and Approval. The enforcement of the covenants and restrictions contained herein and the giving of consents provided for herein may be done only by persons as follows:

A. if LPPT or any of its constituent partners, or affiliates of any such constituent partners is then the record owner of any portion of the LPPT Property, then (i) by LPPT if it is a record owner, (ii) if LPPT is not a record owner, jointly by all of its constituent partners as are record owners, or (iii) if neither LPPT nor a constituent partner is a record owner, jointly by all such affiliates of such constituent partners as are then record owners; or

B. if no part of the LPPT Property is then owned by LPPT or any of its constituent partners, or affiliates of any such constituent partners, by the Riverlake Community Association.

9. Contributions To Riverlake Community Association. Although LPPT has not caused the Lot 23 Property to be annexed to the Master Declaration of Covenants, Conditions and Restrictions for Riverlake (the "Master Declaration"), the Lot 23 Property benefits and will benefit from the maintenance of so-called Community Common Area by the Riverlake Community Association. To pay its fair share of the costs incurred by the Riverlake Community Association in connection with Community Common Area, commencing on the first day of the month following the initial opening of any business on the Lot 23 Property, and monthly thereafter, the Lot 23 Property shall pay to the Riverlake Community Association an amount which shall initially be \$173.25 [ $\$19.25 \times (72, \text{ being the anticipated number of patients for which the facility on the Lot 23 Property will be licensed, } / 8)$ ]. The reason why the denominator of the fraction in parentheses is "8" is that if the Lot 23 Property had been annexed to the Master Declaration, the assessment level provided for therein for elderly care facilities (which is how the proposed facility should be characterized) is one dwelling unit for each 8 patients for which the facility is licensed.

Although the initial level of required contributions is based on the assessment level which would prevail if the Lot 23 Property were annexed to the Master Declaration, the level of assessments in the future shall be adjusted as provided herein regardless of the then current level of assessments under the Master Declaration. Effective on January 1 of each year, beginning January 1, 2000, the contribution amount provided for above shall be adjusted by multiplying that

amount times a fraction, the numerator of which shall be the Adjustment Index and the denominator of which shall be the Base Index. The "Index" shall be the Consumer Price Index for All Urban Consumers, All Items (San Francisco-Oakland-San Jose Metropolitan Area, 1982-84=100), as published by the United States Department of Labor, Bureau of Labor Statistics, except that if, as anticipated, effective in 1998, the San Francisco-Oakland-San Jose Index is revised and updated (which revisions and updates are expected to include a new set of expenditure weights using 1993-95 Consumer Expenditure Survey data to replace the 1982-84 weights), the "Index" shall be the revised and updated "Index." Should said Bureau discontinue the publication of the above Index, or alter the same in some other manner, then any person entitled to enforce this Agreement pursuant to paragraph 8, above, shall adopt a substitute Index or substitute procedure which reasonably reflects and monitors consumer prices. The Adjustment Index shall be the Index last published prior to the particular January 1 adjustment date. The Base Index shall be the Index last published prior to January 1, 1998 unless during 1998 the Index is revised as anticipated, in which case the Base Index shall be the revised and updated Index first published during 1998.


10. Use of Name. The Lot 23 Owners agree and acknowledge that they use the name Riverlake only with the permission and consent of LPPT, and that such permission and consent is subject to revocation at any time should LPPT consider that use of the name Riverlake by the Lot 23 Owners is damaging to the image of LPPT's Riverlake development. Upon receipt of notice of revocation, the Lot 23 Owners shall promptly cease to use the name Riverlake, and will change their stationery, signage and other improvements, documents or communications so that the word "Riverlake" no longer appears.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first hereinabove set forth.

LPPT:


L & P - PACIFIC/TEICHERT, a California general partnership

By: Parker Development Company, a California corporation, managing venturer

By:   
Glen A. Campbell, CFO

-AND-

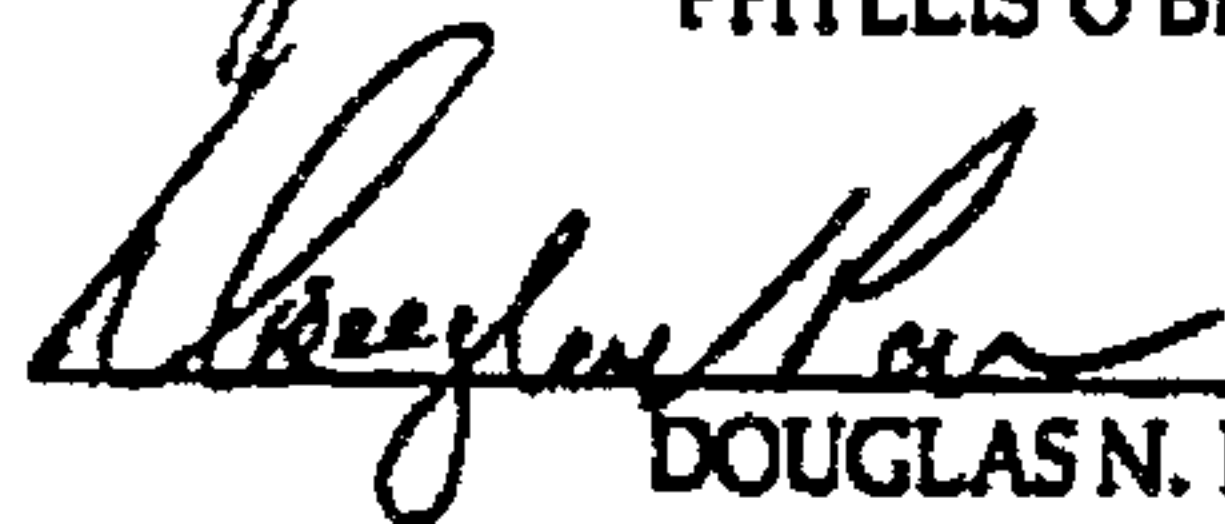
LOT 23 OWNERS

  
MARVIN L. OATES, trustee of the Marvin L. Oates  
Trust dated March 7, 1995, a Revocable Trust

  
MARK O'BRIEN

  
TIM O'BRIEN

  
PHYLLIS O'BRIEN

  
DOUGLAS N. POPE

  
MONICA J. POPE

**Notarizations**

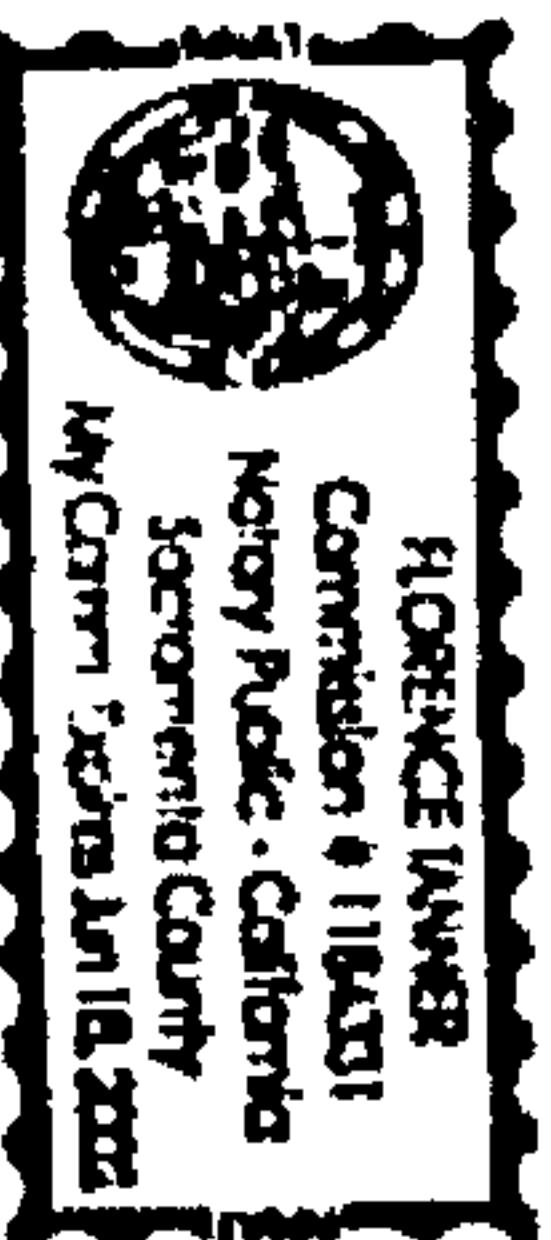
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of San Mateo  
On 12-23-98 before me, Shirine Yanni, Notary Public  
personally appeared Ellen R. Campbell  
Name and Title of Officer (e.g., "Notary Public, Notary Public")  
Number of Signers

Personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Shirine Yanni  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reinsertion of this form to another document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Notary Public Seal  
No. of Pages Here

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Notary Public Seal  
No. of Pages Here

Signer is Representing: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

State of California  
County of Sacramento

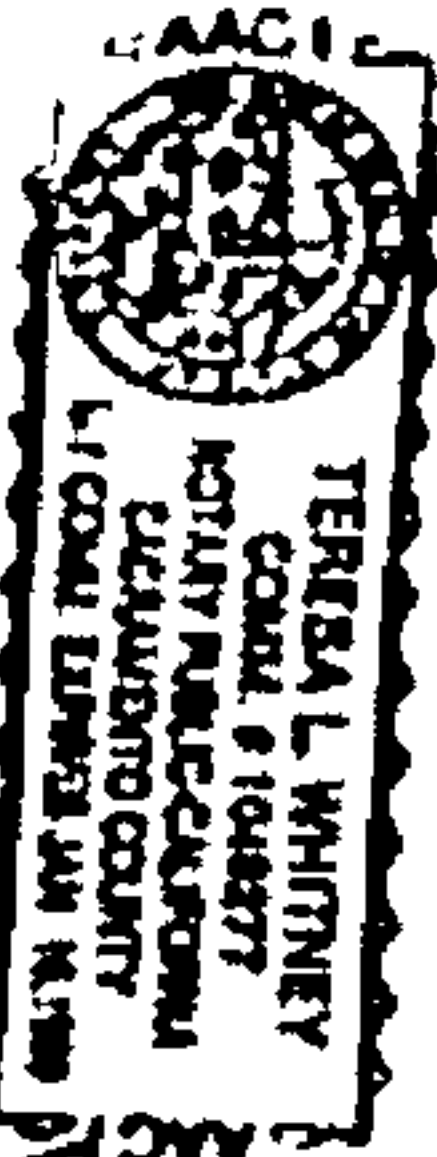
On 12-9-98 before me, TERESA L. WHITNEY  
DATE MINISTRIS OF DIRECTOR, JUDICIAL BRANCH, STATE OF CALIFORNIA

personally appeared Mr. O'Brien, Tim O'Brien,  
NAME(S) OF PERSON(S)

Phyllis O'Brien, Douglas D. Pope &  
Marica J. Pope

personally known to me -OR-  known to me on the  
basis of satisfactory

evidence to be the  
persons) whose name(s)  
are subscribed to the  
within instrument and  
acknowledged to me that  
he/she/they executed the  
same in his/her/their  
authorized capacity(ies),  
and that by his/her/their  
signature(s) on the  
instrument the person(s)  
of the entity upon behalf  
of which the person(s)  
acted, executed the  
instrument.



Teresa L. Whitney  
SIGNATURE OF NOTARY

Witness my hand and official seal.

ATTENTION NOTARY

The information requested below and in the column to the right is OPTIONAL.  
Recording of this document is not required by law and is also optional.  
It could, however, prevent fraudulent attachment of this certificate to any  
unauthorized document. LOT 23 QUINER - LOT 23 QUINER - WINDLAND  
COLEHAITS PUBLISHERS

THIS CERTIFICATE COLEHAITS PUBLISHERS - WINDLAND  
MUST BE ATTACHED 10-12-98  
TO THE DOCUMENT 10-12-98  
DECLARED AT NIGHT: 10-12-98

Number of Pages 8 Date of Document 10-12-98  
Special Other Than Normal Above MARILYN L. DATES, Trustee

POWER IS REPRESENTING  
Name of Person or Entity

RIGHT TRANSFERRED (optional)  
CORPORATE

CAPACITY CLAIMED BY BORROWER:  
CORPORATE  
OFFICER: \_\_\_\_\_  
CHAIRMAN: \_\_\_\_\_  
DIRECTOR: \_\_\_\_\_  
ATTORNEY IN FACT: \_\_\_\_\_  
TRUSTEE: \_\_\_\_\_  
COLLATERAL ASSIGNMENT: \_\_\_\_\_  
OTHER: \_\_\_\_\_

POWER IS REPRESENTING  
Name of Person or Entity

CAPACITY CLAIMED BY BORROWER:  
INDIVIDUAL  
CORPORATE

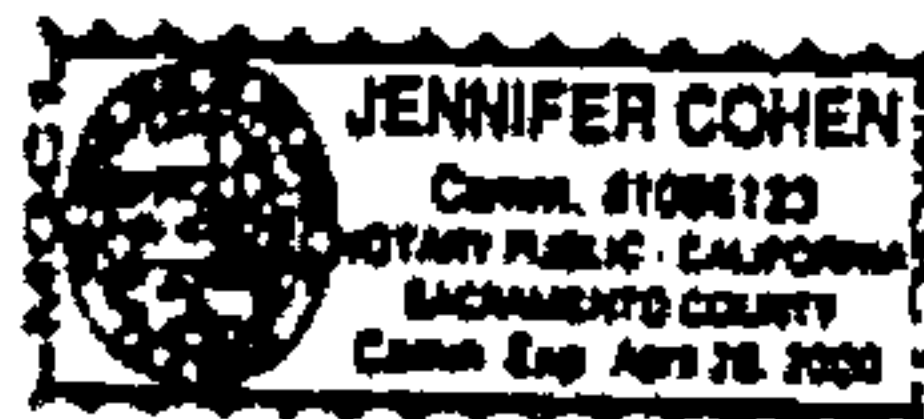
OFFICER: \_\_\_\_\_  
CHAIRMAN: \_\_\_\_\_  
DIRECTOR: \_\_\_\_\_  
ATTORNEY IN FACT: \_\_\_\_\_  
TRUSTEE: \_\_\_\_\_  
COLLATERAL ASSIGNMENT: \_\_\_\_\_  
OTHER: \_\_\_\_\_

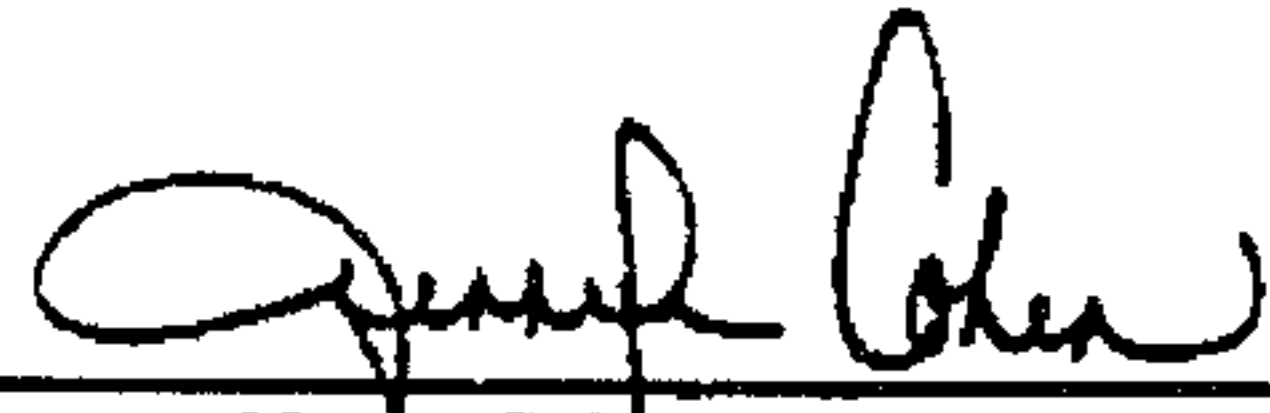


STATE OF CALIFORNIA     )  
COUNTY OF SACRAMENTO    )

On 12-15-98 before me, Jennifer Cohen, Notary Public, personally appeared, Marvis L. Oates personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in 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.



  
\_\_\_\_\_

Notary Public Signature

(SEAL)

**Exhibit A**

**Legal Description of LPPT Property**  
**This is to describe all property owned by LPPT**  
**as of the date of the recordation of these covenants**

ATTACHMENT TO EXHIBIT "A" LEGAL DESCRIPTIONS:

Parcel No. 1

The real property situate in the City of Sacramento, County of Sacramento, State of California described as follows:

Lots 2, 15, 17, 20, 29, 61, 71, 78, 91 & 105, as shown on the "Plat of Stillwater at Riverlake", filed in the office of the Sacramento County Recorder on June 20, 1989 in Book 184 of Maps, Map No. 5.

EXCEPTING from a portion thereof all mineral rights below a depth of 500 feet measured vertically from the surface with no rights of surface entry or rights to intrude within 500 feet of surface as conveyed to Andrew J. Johas, in those certain deeds recorded July 6, 1984, in Book 84-07-06 of Official Records at Page 648, 652 and 655 or as reserved by Mary B. Pitzer, et al, in those certain Deeds recorded November 1, 1984 in Book 84-11-01 of Official Records, at Pages 1530, 1532 and 1534.

ALSO EXCEPTING all oil, gas, asphaltum, other hydrocarbons, chemical gas and minerals now or hereafter found situated or located in all or any part or portion of the lands herein described lying more than five hundred feet (500') below the surface thereof, which have not previously been reserved herefrom together with the right to slant drill for and remove all or any of said oil, gas, asphaltum and other hydrocarbons and chemical gas lying below a depth of more than five hundred feet (500') below the surface thereof, but without any right whatsoever to enter upon the surface of said land or upon any part of said lands within five hundred feet (500') vertical distance below the surface thereof, as reserved by L & P Pacific/Teichert, a general partnership, formerly known as L&P - Powell/Teichert, a general partnership, deed recorded September 5, 1989 in Book 89-09-05 of Official Records at Page 405.

PARCEL NO. 2

All that portion of Lot 88 as said lot is shown on the "Plat of Bridgview at Riverlake" recorded in the Office of the Recorder of Sacramento County in Book 180 of Maps, Map No. 24, described as follows:

Beginning at the most Westerly corner of said Lot 88; thence from said point of beginning along the Northwesterly boundary of said Lot 88 the following three (3) courses: (1) North  $62^{\circ} 21' 12''$  East 29.59 feet, (2) curving to the right on an arc of 10.28 feet radius, said arc being subtended by a chord bearing North  $88^{\circ} 11' 09''$  East 8.96 feet, and (3) curving to the left on an arc of reverse curvature with a radius of 38.00 feet, said arc being subtended by a chord bearing South  $83^{\circ} 38' 02''$  East 23.05 feet; thence South  $35^{\circ} 13' 18''$  West 15.91 feet; thence South  $35^{\circ} 26' 15''$  East 57.50 feet; thence South  $80^{\circ} 26' 15''$  East 10.97 feet; thence South  $35^{\circ} 26' 15''$  East 32.21 feet to a point located on the Southeasterly boundary of said Lot 88; thence along the boundary of said Lot 88 the following three (3) courses: (1) South  $52^{\circ} 23' 50''$  West 51.38 feet, (2) North  $35^{\circ} 26' 15''$  West 60.83 feet and (3) North  $31^{\circ} 32' 12''$  West 68.34 feet of the point of beginning.

Parcel No. 3

Lots 6, 8A, 8B, 15A, 15B, 17A, 17B, 18, 19 20 and 41, as shown on the "Plat of Westshore at Riverlake Unit No. 2", recorded in Book 200 of Maps, Map No. 12, records of said County.

Parcel No. 4

Lots 1, 2, 3, 19A, 19B, 29A and 29B, as shown on the "Plat of Oakshore at Riverlake Unit No. 1", recorded in Book 203 of Maps, Map No. 1, records of said County.

EXCEPTING THEREFROM all mineral rights below a depth of 500 feet measured vertically from the surface with no rights of surface entry or rights to intrude within 500 feet of the surface, as reserved by Elliot J. Adams, et al., in that certain deed recorded July 18, 1978 in Book 78-07-18 of Official Records, at Page 418; as conveyed to Andrew J. Johas, in those certain deeds recorded July 6, 1984 in Book 84-07-06 of Official Records, at Pages 648, 652 and 655; or as reserved by Mary B. Fitzer, et al., in those certain deeds recorded November 1, 1984 in Book 84-11-01 of Official Records, at Pages 1530, 1532 and 1534.

Parcel No. 5

Lots 31, 32, 45, 46, 48, and 49 as shown on the "Plat of Oakshore at Riverlake Unit No. 2", recorded in Book 209 of Maps, Map No. 11, records of said County.

EXCEPTING THEREFROM all mineral rights below a depth of 500 feet measured vertically from the surface with no rights of surface entry or rights to intrude within 500 feet of the surface, as reserved by Elliot J. Adams, et al., in that certain deed recorded July 18, 1978 in Book 78-07-18 of Official Records, at Page 418; as conveyed to Andrew J. Johas, in those certain deeds recorded July 6, 1984 in Book 84-07-06 of Official Records, at Pages 648, 652 and 655; or as reserved by Mary B. Fitzer, et al., in those certain deeds recorded November 1, 1984 in Book 84-11-01 of Official Records, at Pages 1530, 1532 and 1534.

Parcel No. 6

Lot 1, 10A, 10B, 16A, 16B, 20, 23, 24, 26, 37A and 37B, as shown on the "Plat of Eastshore at Riverlake", recorded in Book 200 of Maps, Map No. 11, records of said County.

Excepting from Lot 23, all oil, gas, asphaltum, other hydrocarbons, chemical gas and minerals now or hereafter found situated or located in all or any part or portion of the lands herein described lying more than five hundred feet (500') below the surface thereof, which have not previously been reserved herefrom together with the right to slant drill for and remove all or any of said oil, gas, asphaltum and other hydrocarbons and chemical gas lying below a depth of more than five hundred feet (500') below the surface thereof, but without any right whatsoever to enter upon the surface of said land or upon any part of said lands within five hundred feet (500') vertical distance below the surface thereof, as reserved in the Deed recorded July 27, 1990, in Book 90-07-27 of Official Records at Page 378.

Parcel No. 7

Lots 1 and 2, as shown on the "Plat of Cobble Shores at Riverlake", recorded in Book 172 of Maps, Map No. 2, records of said County.

EXCEPTING THEREFROM all mineral rights below a depth of 500 feet measured vertically from the surface with no rights of surface entry or rights to intrude within 500 feet from the surface of said land, as reserved of record by numerous instruments.

Parcel No. 8

All that portion of Lot 23, as said lot is shown on the official plat of Cobble Shores at Riverlake, recorded in the office of the Recorder of Sacramento County in Book 172 of Maps, Map No. 2, described as follows:

Beginning at the Southeast corner of said Lot 23; thence from said point of beginning along the boundary of said Lot 23 the following five (5) courses: (1) South 87° 26' 58" West 97.77 feet, (2) South 80° 34' 02" West 35.94 feet, (3) North 06° 48' 51" West 15.97 feet, (4) curving to the right on an arc of 38.00 feet radius, said arc being subtended by a chord bearing North 13° 18' 51" East 26.15 feet and (5) curving to the left on an arc of 38.00 feet radius, said arc being subtended by a chord bearing North 25° 08' 25" East 9.66 feet; thence North 87° 26' 58" East 48.73 feet; thence South 02° 33' 02" East 4.25 feet; thence North 87° 26' 58" East 21.50 feet; thence North 02° 33' 02" West 8.00 feet; thence North 87° 26' 58" East 10.00 feet; thence North 02° 33' 02" West 7.50 feet; thence North 87° 26' 58" East 44.70 feet to a point located on the Easterly boundary of said Lot 23; thence along said Easterly boundary south 00° 27' 05" East 56.54 feet to the point of beginning.

Parcel No. 9

Lots 1, 20, 25, 35, 36, 41, 42, and 51, as shown on that certain "Plat of Marina Cove at Riverlake", recorded in the office of the County Recorder of Sacramento County, in Book 234 of Maps, Map No. 16.

Parcel No. 10

Lot 22, as shown on the "Plat of Riverlake", recorded in Book 172 of Maps, Map No. 1, records of said County.

Parcel No. 11

Lot A, as shown on the "Plat of Bridgeview at Riverlake", recorded in Book 180 of Maps, Map No. 24, records of said County.

EXCEPTING THEREFROM all mineral rights in or on said land below a depth of 500 feet from the surface of said land with no rights of surface entry or rights to intrude within 500 feet of the surface of said land, as reserved by Elliot J. Adams, et al., in that certain deed recorded July 18, 1978, in Book 78-07-18 of Official Records, at Page 418, or as conveyed to Andrew J. Johas, in those certain deed recorded July 6, 1984, in Book 84-07-06 of Official Records, at Pages 648, 652 and 655.

Parcel No. 12

Lot 1, as shown on "Parkway Oaks Unit No. 1", the official plat of which is recorded in the Office of the Recorder of Sacramento County in Book 128 of Maps, Map No. 13, and all

that portion of Lot B, as shown on "Dutra Bend at Riverlake", the Official plat of which is recorded in the office of said Recorder in Book 171 of Maps, Map No. 21, described as follows:

Beginning at the most Southerly corner of said Lot 1; thence from said point of beginning along the boundary of said Lot 1 and the boundary of said Lot B the following eight (8) courses; (1) North 65° 26' 10" East 78.82 feet, (2) North 24° 33' 50" West 146.00 feet (3) South 65° 26' 10" West 14.50 feet, (4) curving to the left on an arc of 3,945.00 feet radius, said arc being subtended by a chord bearing South 64° 46' 46" West 90.43 feet, (5) South 64° 07' 20" West 100.00 feet, (6) curving to the left on an arc of 945.00 feet radius, said arc being subtended by a chord bearing South 60° 08' 51" West 131.01 feet, (7) South 55° 11' 40" West 32.26 feet and (8) curving to the left on an arc of 945.00 feet radius, said arc being subtended by a chord bearing South 54° 0' 36" West 6.81 feet; thence South 36° 11' 47" East 115.78 feet; thence South 03° 54' 22" West 57.74 feet to the boundary of said Lot B; thence along the boundary of said Lot B the following five (5) courses: (1) North 49° 50' 44" East 82.22 feet, (2) South 73° 47' 29" East 196.51 feet, (3) North 03° 36' 39" East 5.00 feet, (4) North 06° 30' 39" East 140.00 feet and (5) North 33° 23' 21" West 22.83 feet to the point of beginning.

Parcel No. 13

Lot 24, as shown on the "Plat of Northland at Riverlake", recorded in Book 223 of Maps, Map No. 9, records of said County.

EXCEPTING THEREFROM all mineral rights below a depth of 500 feet measured vertically from the surface with no rights of surface entry or rights to intrude within 500 feet of the surface as reserved by Elliot J. Adams, et al., in that certain deed recorded July 18, 1978, in book 78-07-18 of Official Records at page 418; as conveyed to Andrew J. Johns, in those certain deeds recorded July 6, 1984 in book 84-07-06 of Official Records at pages 643, 652 and 655; or as reserved by Mary B. Fitzer, et al., in those certain Deeds recorded November 1, 1984, in book 84-11-01 of Official Records at pages 1530, 1532 and 1534.

**Exhibit B**

**Legal Description of Lot 23 Property**

The land referred to is situated in the State of California, County of Sacramento, City of Sacramento, and is described as follows:

Lots 23, as shown on the "Plat of Northland at Riverlake", recorded in Book 223 of Maps, Map No. 9, records of said County.

EXEPTING THEREFROM all mineral rights below a depth of 500 feet measured vertically from the surface with no rights of surface entry or rights to intrude within 500 feet of the surface as reserved by Elliot J. Adams, et al., in that certain deed recorded July 18, 1978 in book 78-07-19 of Official Records at page 418; as conveyed to Andrew J. Johas, in those certain deeds recorded July 6, 1984 in book 84-07-06 of Official Records at pages 648, 652 and 655; or as reserved by Mary B. Fitzer, et al., in those certain Deeds recorded November 1, 1984, in book 84-11-01 of Official Records at pages 1530, 1532 and 1534.

APN: 031-1440-023