

CHICAGO TITLE INSURANCE CO.
141 HERITAGE LANE, SUITE 100
SACRAMENTO, CA. 95815

14614

OFFICIAL RECORDING
DEPARTMENT OF REVENUE OF
CALIFORNIA

BS10123P 200

JAN 20 1984 10:00 AM

J. A. Simpson
COUNTY CLERK - SACRAMENTO

LYON MUTUAL INVESTMENT CORPORATION INC.
Declaration of Conditions and Restrictions of
RIVER OAKS RANCH UNIT NO. 2

15⁰⁰

This declaration made this 6th day of January, 1984,
by Lyon Mutual Investment Corporation, Inc., a Corporation herein called
"Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of lots 51 through 107 inclusive, as said
lots are laid out and delineated on that certain map entitled RIVER OAKS RANCH
UNIT NO. 2, which said map was recorded in the Office of the Recorder of
Sacramento County, in Book 144 of Maps, Map No. 15.

WHEREAS, Declarant is about to offer said Lots for sale and desired to
create, establish and impose certain mutual, beneficial restrictions, covenants,
conditions, limitations, and agreements on and against said lots and each of
them, and the purchasers and subsequent owners thereof pursuant to and in
furtherance of a general plan or scheme for the improvement, development,
subdivision and sale of said lots to enhance their value desirability and
attractiveness and to subserve and promote the sale thereof:

NOW THEREFORE, Declarant hereby declares that said lots and each of them
are held and shall be held, conveyed, hypothecated or encumbered, leased, rented,
used, occupied, improved and held upon the subject to the limitations, restrictions,
covenants, conditions and agreements, set forth herein below, all of which are
declared and agreed to be in furtherance of a plan for the subdivision,
improvement, and sale of the above described lots, and are established and agreed
upon for the purpose of enhancing and protecting the value, desirability, and
attractiveness of said lots and each of them. All of the limitations, restrictions,
covenants, conditions and agreements shall run with the land and shall be binding
on the several purchasers and subsequent owners thereof, and each of their heirs,
personal representatives, successors and assigns, and on all parties having or
acquiring any right, title, or interest in the above described lots, or any of
them and shall be enforceable by the Declarant or by any lot owner.

Each grantee of Declarant, by acceptance of a deed conveying any of said lots
shall accept 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 Declarant; and for himself, his heirs personal
representatives, successors and assigns, shall covenant, consent and agree to and
with Declarant, and to and with the grantees and subsequent owners of each of said
other lots, to keep, observe, comply with and perform said restrictions, covenants,
conditions and agreements and each thereof.

Section 1:FURTHER SUBDIVISION: HEIGHT RESTRICTIONS

None of said lots 51 through 107 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 & 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 51 through 107 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 51, 52, 59, 69, 77, 78, 83, 89, 92, and 97 through 107, 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 97 and its adjoining Westerly lot, and 98-99, 100-101, 102-103, 104-105, and 106-107, 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 driveways 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, swimming pool, wall, fence, coping, mail box, or other structure or improvement of any kind or character whatsoever, 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 materials, 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, hereof.

Declarant hereby appoints MIKE P. LYON AND FRANK R. SKOYER to act as the above mentioned Architectural Control Committee, reserving however to Declarant, the right, exercisable at any time during which Declarant owns any lots in RIVER OAKS RANCH UNIT NO. 2, to appoint additional or replacement members of such committee; provided, further, at such time as Declarant owns no lots in RIVER OAKS RANCH UNIT NO. 2, Declarant will delegate and transfer all of Declarant's rights, interest and powers of enforcement otherwise exercisable by Declarant with respect to Sections 2., through 10., inclusive, hereof, to an Architectural Control Committee to be selected by majority vote of the then record owners of lots in RIVER OAKS RANCH UNIT NO. 2.

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 specification submitted, reviewed, or approved in accordance with the foregoing, nor 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 51 through 107, 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 70,000 single family and 84,000 for duplex, exclusive of the cost of lot, bonds, landscaping and furnishings. Such costs to be based on the 1980 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 51 through 107.

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 Architectural 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 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.

