

DECLARATION OF TRACT RESTRICTIONS

M.J. BROCK & SONS, INC., a Delaware Corporation herein designated Declarant, owners of a certain subdivision and tract of land situated in the County of Sacramento, State of California, known generally and described as LOTS 107 - 192 inclusive of LARCHMONT SUNRIVER UNIT #2 according to the official plat thereof, filed for record in the office of the County Recorder of Sacramento County, in Book 123 of Maps, Map No. 18, do hereby certify and declare that they have established and do hereby establish the following restrictions, covenants and conditions subject to which all lots, parcels and portion of said subdivision shall be held, used, leased sold and conveyed, each of which is for the benefit of said property and of each and every lot and parcel thereof and shall apply to and bind the respective heirs, executors, administrators, successors in interest and assigns of the Declarant as follows:

1. No buildings other than one detached single-family private residence, a private garage for the use of the occupants of such residence and other usual and appropriate outbuildings strictly incidental to and appurtenant to a private residence shall be erected or maintained on any lot or plot in said subdivision. Subject to exception; no use whatsoever in connection with its use and improvements as the site and grounds of a private residence shall be made of any lot or plot therein. The term "private residence" as used herein is intended to exclude every form of boarding and lodging house, sanitarium, hospital and the like, but is not intended to exclude a "Guest House" for the entertainment of social guests, nor servants quarters for servants or other employed upon the premises.

2. LOTS 162, 163, 166 - 168, 174, 175, 185 - 187 of LARCHMONT SUNRIVER UNIT #2 contiguous to the American River Parkway are in a Parkway Corridor Combining Land Use Zone, herein referred to as the "PC", and are subject to the following restrictions as found in Section 235-24, "Development Standards" of the "PC". All houses on these lots must be of earth tone in color. Any fences erected on the lots must be of natural wood only and the use of a gate or any other form of ingress or egress in the fence backing up to the American River Parkway is prohibited. Screen tree planting at the rear fence line is to be maintained. No dwelling shall be located nearer than 25 feet to the rear lot line.

3. No residence or dwelling shall be erected or permitted to remain on any lot in said subdivision having a total floor area, exclusive of open porches, garage or other outbuildings of less than 1400 square feet.

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than 5 feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and chimneys shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. No dwelling shall be erected or placed on any lot having a width of less than 52 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5,200 square feet, except that a dwelling may be erected or placed on any original lot as shown on the recorded plat.

6. No trailer, garage or other outbuilding shall be used as a temporary or permanent residence nor shall any residential structure be moved on to said subdivision from any other location. When the erection of any structure is once begun, the work thereon must be prosecuted diligently and said structure must be completed within a reasonable time.

7. No fence or hedge exceeding three (3) feet in height shall be erected or permitted to remain or allowed to grow nearer any street than setback lines shown on the recorded plat.

8. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

9. No building, wall or other permanent structure shall be erected, altered or placed on any lot in said subdivision until building plans, specifications and plot plans showing the location of the structure on the lot have been submitted to and approved in writing as to conformity and harmony of the external design and as not interfering with the reasonable enjoyment of any other lot by the Architectural Committee composed of JIM DAVIS AND JIM HOPSON. Upon failure by the Committee or its designated representative to approve or disapprove such plans and specifications within thirty (30) days after the same have been properly presented, approval thereof will be deemed to have been made, provided the proposed construction complies with all of the provisions otherwise in the declaration.

If any member of the Committee resigns or is unable to act, the remaining member shall appoint this successor. Pending such appointment, the remaining member shall discharge the functions of the Committee. At any time, the Committee may by recorded statement to the effect, relinquish the right herein reserved to appoint and maintain the Committee. At such time the then recorded owners of fifty percent (50%) or more of the lots in said subdivision may elect and appoint a Committee of three (3) or more of such owners to assume and exercise all of the powers and functions of the Committee specified herein. No member of any Architectural Committee, however created, shall receive any compensation or make any charge for his services as such.

10. If any restrictions, covenants or conditions herein specified, or any part thereof, is invalid or for any reason become unenforceable, no other restrictions, covenants, or conditions or any part thereof, shall be thereby affected or impaired.

11. Nothing contained in this Declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but title to any property subject to this Declaration obtained through sale in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the restrictions and provisions hereof.

12. The various restrictive measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each lot in said subdivision and failure by the Declarant or any other person or persons entitled so to do to enforce any measure or provision upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so.

13. If at any time it shall become necessary to amend said Restrictions in whole or in part, it shall require a duly executed and recorded statement of the then owners of seventy-five percent (75%) or more of the lots described herein, as shown on the recorded map thereof.

14. These covenants, restrictions and agreements shall run with the land and shall continue in full force and effect until thirty-five (35) years from the date of recordation hereof, at which time the same shall be automatically extended for successive periods of ten (10) years, unless by a duly executed and recorded statement of the then owners of fifty percent (50%) or more of the lots in said subdivision as shown on the recorded map thereof, elect to terminate or amend said restrictions in whole or in part.

15. Each grantee of a conveyance or purchaser under a contract or agreement of sale by accepting a deed or a contract of sale of agreement of purchase, accepts the same subject to all of the covenants, restrictions, easements and agreements set forth in this Declaration and agrees to be bound by the same.

Damages for any breach of the terms, restrictions, and provisions of this Declaration are hereby declared not to be adequate compensation, but such breach and/or the continuation thereof may be enjoined or abated by appropriate proceedings by the Declarant, or by an owner or owners of any other lot or lots in said subdivision.

DATED: June 2, 1978

M.J. BROCK & SONS, INC.
a Delaware Corporation

Signed by Carroll E. Brock
Vice President