

Introductory Sheet

This document is the CC&R's for Lake Berryessa Estates Subdivision, Unit 2, and it is recorded on every lot's title; on some in the full version, and on others in an abbreviated version. It can be found in your title insurance report.

A few important points pertaining to it are:

These CC&R's are strictly architectural and address no other aspects of the subdivision. They were created in 1966 by the developer, and were enforced by a Committee of Architecture. There were amended a couple of times and then renewed in 1968. A new Committee of Architecture was named in 1979, but since then there has been no change to the document.

The CC&R's renew automatically every ten years unless action is taken to prevent the renewal.

As with any document of this kind, when in conflict with County, State or Federal law the CC&R's are subservient.

In 2005/2006 an attempt was made to amend these CC&R's in order to create a Common Interest Development (CID).

Amendments making material changes, (changing the rights of the owners) cannot be made, as stated in Article 11018.7 of the Subdivided Lands Act.

The Subdivided Lands Act may be viewed at:

<http://www.andysirkin.com/andysirkin/Resource/sla.htm>

Lake Berryessa Estates Subdivision does not have any bylaws.

Finally, it appears that the Committee of Architecture no longer exists and any enforcement of the CC&R's would have to be carried out by either a County Agency or through litigation.

Mel Gray, LBEPOA

DECLARATION OF RESTRICTIONS

TRACT

THIS DECLARATION, made this 28th day of August July, 1966 by the LABRY CORPORATION, a California Corporation, having its principal place of business in the City of San Francisco, San Francisco County, California, hereinafter referred to as the Declarant.

WHEREAS, the Declarant is the owner of that certain tract of land shown on the map entitled, "Final Map of Lake Berryessa Estates Unit No. 2", filed July 21, 1966 in Book 8 of Maps at pages 27 to 38, in the office of the County Recorder of the County of Napa, State of California, and

WHEREAS the Declarant is about to sell, dispose of or convey the lots in said Tract No. 2 above described, and desires to subject the same to certain protective covenants, conditions, restrictions (hereinafter referred to as "Conditions") between it and the acquirers and/or users of the lots in said Tract.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Declarant hereby certifies and declares that it has established and does hereby establish general plan for the protection, maintenance, development and improvement of said Tract, that

THIS DECLARATION is designed for the mutual benefit of the lots in said Tract and Declarant has fixed and does hereby fix the protective conditions upon and subject to which all lots, parcels and portions of said Tract shall be held, leased, or sold, and/or conveyed by them as such owners, each and all of which is and are for the mutual benefit of the lots in said Tract and of each owner thereof, and shall run with the land and shall inure to and pass said Tract and each and every parcel of land therein, and shall apply to and bind the respective successors in interest thereof, and are, and each thereof is imposed upon said Tract as a mutual, equitable servitude in favor of each and every parcel of land therein as the dominant tenement or tenements.

SAID CONDITIONS ARE AS FOLLOWS:

That lots 1 to 40 are single family, 41 to 53 are duplex, 54 to 60 are single family, 61 to 68 are duplex and 69 to 351 are single family and lots in said Tract shall be used, occupied and improved under the conditions as hereinafter set forth.

II. GENERAL

- A. No building, fence, patio, or other structure shall be erected, altered, added to, placed, or permitted to remain on said lots or any of them or any part of any such lot until and unless the plans showing flood areas, external design and the ground location of the intended structure along with a plot plan and a checking fee in the amount of five (\$5.00) dollars have been first delivered to and approved in writing by any two (2) members of a "Committee of Architecture" which

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OFFICIAL RECORDS

NAVA COUNTY, CALIFORNIA

John Swan

shall be initially composed of E. G. Coopman, M. E. Kelly, and C. Morgan, provided that any vacancy on such committee caused by death, resignation, or disability to serve shall be filled on the nomination of the remaining members. It shall be the purpose of this committee to provide for the maintenance of a high standard of architecture and construction in such manner as to enhance the aesthetic properties of the developed subdivision. Notwithstanding other requirements imposed, this committee shall require not less than 1000 (one thousand) square feet of floor area for any single family residence INCLUDING carport, garage, covered porches, covered contiguous patios, etc., with a minimum floor area of 800 (eight hundred) square feet for living area in the dwelling portion of the structure. All structures shall basically be of ONE LEVEL construction and no two-story structure shall be permitted unless, in the opinion of the "Committee of Architecture" such a structure conforms to the over-all design and pattern of development. On commercial structures submitted for approval, this "Committee" may require changes, deletions, or revisions in order that the architectural and general appearance of all such commercial buildings and grounds be in keeping with the architecture of the neighborhood and such as not to be detrimental to the public health, safety, general welfare and architectural appearance effecting the property values of the community in which such use or users are to be located.

- B. It shall remain the prerogative and in the jurisdiction of the "Committee of Architecture" to review applications and grant approvals for exceptions to this declaration. Variations from requirements and, in general, other forms of deviations from those restrictions imposed by this declaration, when such exceptions, variances and deviations do, in no way, detract from the appearance of the premises, nor in any way be detrimental to the public welfare or to the property of other persons located in the vicinity thereof, in the sole opinion of the "Committee".

III. RESIDENTIAL ZONES:

- A. As used in this declaration, "Residential Zones" means zones R-1, R-2 and R-3, as defined in Napa County Ordinances, unless otherwise stated in this declaration.
- B. A person shall not use any premises in any residential zone, which is designed, arranged or intended to be occupied or used for any purpose, other than expressly permitted in this declaration.
- C. In any building project, during construction and sixty (60) days thereafter, property in a residential zone may be used for the storage of materials used in the construction of the individual buildings in project and for the contractor's temporary office. Said construction period shall not exceed one hundred and twenty (120) days unless specifically approved by the Committee of Architecture.

STORAGE
OF
MATERIALS

- LIVESTOCK**

D. A person shall not keep or maintain any live pig or hog or livestock or goats, cows or fowl of any age in any residential zone, whether such animals are kept or maintained for the personal use of the occupants or otherwise.
- TEMPORARY BUILDINGS**

E. No temporary buildings, basement, cellar, tent, shack, garage, barn or other outbuilding or structure shall at any time, be used for human habitation, temporarily or permanently.
- TRAILER USE**

F. A trailer may be used as a residence of the owner and his family during construction by such owner of a permanent residence, but only after approval has been gained from the architectural committee for such residence, but in no event shall said trailer be used longer than ninety days.
- BUILDING EXTERIOR**

G. The exterior portions of all buildings, which are constructed of wood, stucco or cement shall be painted or stained immediately upon completion or shall have color mixed in the final structural application.
- PLUMBING**

H. Residences shall have complete and approved plumbing installations before occupancy.
- TEMPORARY OFFICES**

I. A temporary Real Estate tract office, for the purpose of conducting the sale of property in the sub-division upon which such office is located, for a period not to exceed one year, provided such tract office is not used for conducting a general real estate business. Any structure, used for such purpose, shall, at the end of such one year period, be either removed or used for a purpose permitted in the zone in which it is located.
- STORAGE OF TOOLS AND TRASH**

J. The storage of tools, landscaping instruments, household effects, machinery or machinery parts, empty or filled containers, boxes, or bags, trash, materials or other miscellaneous items that shall, in appearance, detract from the aesthetic values of the property, shall be so placed and stored to be concealed from view from the public right of way. Trash for collection may be placed at the street line on regular collection days for a period not to exceed eighteen hours, prior to pick up.

ZONE R-1 REGULATIONS

- A. PROPERTY IN ZONE R-1 MAY BE USED FOR:

 - 1. A single family residence, together with outbuildings customary to such use, located on the same lot or parcel of land, including:

 - a. A private garage with a capacity not to exceed three (3) automobiles.
 - b. A boat repair or storage building for the personal use of the occupant.
 - c. A children's playhouse.
 - d. Lath or greenhouse.
 - e. Tool houses.
 - f. Hobby shops not used commercially.

2. Churches, temples, or other places used exclusively for religious worship shall be permitted within this zone upon approval of location and development plans by the "Committee of Architecture".
 3. The following auxiliary uses, if they do not alter the character of the premises as single family residences:
 - a. One detached guest house on the same premises as and not less than twenty (20) feet from the main building for the use of temporary guests of the occupants of the premises, if such quarters have no kitchen or kitchen facilities and are not rented or otherwise used as a separate dwelling.
 - b. Fences, walls, or hedges may be erected, started or maintained to a height of 72" above the adjacent grade when used as a property line or boundary separation, except that no fence, wall, or hedge may be used for this purpose in the front setback area of a lot in excess of 42" above the adjacent grade.
- B. BUILDING SETBACKS:
1. Front yard setbacks shall conform to a minimum depth of twenty-five (25) feet and a maximum depth of thirty-five (35) feet from the front property line to the furthest structural projection, including eaves, overhangs, porches of any building or structure.
 2. A side yard shall be maintained of at least five (5) feet in depth from all side property lines to the building line of any structure, with a minimum clearance of 30" from eaves or other projections to the side property line, EXCEPT on corner lots which shall maintain a minimum setback of ten (10) feet or a maximum thirty-five (35) feet from the side street line. An attached garage, a detached garage or other auxiliary buildings or structures, not intended or used for human habitation, shall be located to provide a minimum 12" clearance from the side property line to eaves or other projections, when the auxiliary building or structure is a minimum of twenty (20) feet to the rear of the front wall of the residence nearest the street if attached, or forty (40) feet to the rear of the residence nearest the street if detached.
 3. A rear yard shall be maintained of at least twelve (12) feet from the property line to the furthest structural projection, excepting fences, walls, and hedges when used as a boundary line separation which shall be ten (10) feet from the rear property line.
- C. VEHICLE STORAGE:
- Every dwelling or other structure in Zone R-1 designed for or intended to be used as a dwelling, shall have on the same lot or parcel of land, automobile storage space conveniently accessible from the street and not located at any place where the erection of a structure is prohibited. This space shall be of sufficient capacity so as to not exceed maximum vehicle storage requirements as outlined above.
- D. SUBDIVISION OF LOTS:
- No lot or parcel of land shall be divided into smaller lots or parcels under any conditions or circumstances whether for lease, sale, or rental purposes.
- E. REQUIRED LAND AREA:
- A person shall not erect, construct, occupy, or use more than one (1) single family residence on any parcel of land or lot except those zoned "duplex".
- F. BUILDING HEIGHT LIMITATION:
- All structures shall be of ONE-LEVEL constructions unless as otherwise provided for under GENERAL of these restrictions.

These conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1968, at which time said Conditions and Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of a majority of the lots in said Tract, it is agreed to change said Conditions in whole or in part.

PROVIDED, FURTHER, that if any paragraph, section, sentence, clause or phrase of the restrictions, conditions, and covenants herein contained shall be or become illegal, null, or void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained shall not be affected thereby. It is hereby declared that these restrictions, conditions, and covenants herein contained would have been and are imposed and each paragraph, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases are of shall become or be illegal, null, or void.

PROVIDED, FURTHER, that if any owner of any lot in said property of his heirs, or assigns, shall violate or attempt to violate any of the conditions, covenants and/or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants, and/or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

PROVIDED, FURTHER, that a breach of any of the foregoing conditions, covenants, and/or restrictions shall not defeat or render invalid the lien of any mortgage, or deed of trust in good faith, and for value, as to said property or any part thereof; but such conditions, covenants, and/or restrictions shall be binding upon and effective against any owner of any lot or lots in said property whose title is acquired by foreclosure, trustee's sale, or otherwise.

IN WITNESS WHEREOF, LABRY CORPORATION has caused its corporate name and seal to be hereunto affixed by its officers thereunto duly authorized this 22 day of July, 1966.

(Over)

By

President

By

Vice President

STATE OF CALIFORNIA

COUNTY OF

NAPA

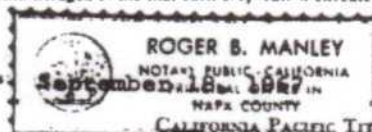
On August 2, 1966

in and for said
E. G. Coopman
Matthew E. Kelly

the corporation that executed the within instrument, and 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 same pursuant to its by-laws or a resolution of its board of directors.

(SEAL)

My Commission Expires



Before me, the undersigned, a Notary Public in and for the County and State, personally appeared

known to me to be the

known to me to be the Vice President

resident, and

XXXXXX

Notary Public

Roger B. Manley

Type or Print Name of Notary

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NAPA COUNTY, CALIF.
10:45
JUN 12 1968
VELVA SWAN, County Recorder

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1 4.40 CHANGE AND MODIFICATION OF DECLARATION OF RESTRICTIONS

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Pursuant to the terms of that certain declaration of restrictions (hereafter called "The Declaration") signed by Labry Corporation, by E. G. Coopman as president and M. E. Kelly as vice president, dated July 28, 1966 and recorded in the office of the recorder of the County of Napa, State of California on August 3, 1966 in book 751, page 45, Napa County Official Records, the undersigned, an owner of a majority of the lots (hereafter called "Lots") within that certain tract of land (hereafter called "Tract") FINAL MAP OF LAKE BERRYESSA UNIT NO. 2 described in The Declaration, hereby changes and modifies The Declaration as follows:

1. The sixth paragraph on page one of The Declaration, which reads as follows:

"That lots 1 to 40 are single family, 41 to 53 are duplex, 54 to 60 are single family, 61 to 68 are duplex and 69 to 351 are single family and lots in said Tract shall be used, occupied and improved under the conditions as hereinafter set forth."

is hereby modified and changed to read as follows:

"That lots 1-351 inclusive are single family lots in said Tract and shall be used, occupied and improved under the conditions as hereinafter set forth."

2. The name "M. E. Kelly," which appears in paragraph II(A) of page one of The Declaration, is hereby deleted therefrom and replaced with the name "John Roos."

3. The following quoted language is hereby deleted from that portion of paragraph II(A) which appears on page two of The Declaration:

"On commercial structures submitted for approval, this "Committee" may require changes, deletions.

1 or revisions in order that the architectural
2 and general appearance of all such commercial
3 buildings and grounds be in keeping with the
4 architecture of the neighborhood and such as
5 not to be detrimental to the public health,
6 safety, general welfare and architectural
7 appearance effecting the property values of
8 the community in which such use or users are to
9 be located."

10 4. Paragraph III(A), which appears on page two of The
11 Declaration, is hereby changed to read as follows:

12 "As used in this Declaration, "residential
13 zones" means zone R-1 as defined in Napa County
14 Zoning Ordinances, unless otherwise stated in
15 this Declaration."

16 5. Paragraph A(1)(a), which appears on page three of
17 The Declaration, is hereby changed to read as follows:

18 "A private garage with a capacity not to exceed
19 two automobiles."

20 6. Paragraph B(3), which appears on page four of The
21 Declaration, is changed to read as follows:

22 "A rear yard shall be maintained of at least
23 twelve (12) feet from the rear property line to
24 the furthest structural projection, excepting
25 fences, walls and hedges when used as a boundary
26 line separation. Such fences, walls and hedges
27 shall be no closer than six inches to the rear
28 property line."

29 7. Paragraph C, which appears on page four of The
30 Declaration, is hereby deleted in its entirety.

31 8. Paragraph E, which appears on page four of the
32 Declaration, is hereby changed to read as follows:

1 "A person shall not erect, construct, occupy
2 or use more than one (1) single family
3 residence on any parcel of land or lot."

4 9. The Declarations are further changed by the
5 addition of the following paragraph II(C) to page two
6 of The Declaration:

7 "In cases where the "Committee of Architecture,"
8 pursuant to paragraph II(B) on page two of the
9 Declarations, approves a lot owner's request for
10 a variation from any of the restrictions con-
11 tained herein or in said Declaration, but the
12 plans so approved violate any provision of the
13 then existing Napa County zoning ordinance,
14 such approval of the architectural committee
15 shall not become effective unless and until
16 the said lot owner applies to the appropriate
17 agency of Napa County within twenty days after
18 the date the Committee of Architecture gives
19 such approval, and said lot owner obtains the
20 additional approval of such variances from the
21 above-said Napa County agency.

22 The Declaration is not hereby changed in any manner
23 except as expressly provided above.

24 DATED: 12 June 68

Labry Corporation, a California
corporation,

25
26 By J. L. Labry
27 President

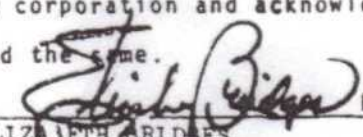
28
29 By J. L. Labry
30 Vice President
31 Secretary & Treasurer

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ACKNOWLEDGMENT

State of California) ss.
County of NAPA

On this 15th day of June, 1968, before me, the undersigned, a notary public in and for said County and State, personally appeared E. G. COOPMAN and JOHN M. ROOS known to me to be the PRESIDENT and SECRETARY TREASURER, respectively. of the corporation that executed the within instrument, and also known to me to be the persons who executed it on behalf of such corporation and acknowledged to me that such corporation executed the same.


Notary Public
ELIZABETH BRIDGES
My Commission expires Aug 22, 1969



END OF DOCUMENT

Return to: MARTIN I. ZANKEL
611 Front Street
San Francisco, CA 94111

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HARRIS EDWARDS
12:05
NOV 8 1979

ELIZABETH F. KILPATRICK
COUNTY RECORDER

FEE \$ 4.00

CHANGE AND MODIFICATION TO DECLARATION OF RESTRICTIONS

Pursuant to the terms of those certain Declarations of Restrictions applicable to Lake Berryessa Estates, Units 1 and 2, identified on Exhibit "A" attached hereto and made a part hereof, the undersigned, being the sole remaining member of the "Committee of Architecture" does hereby take the following action:

1. Tenders his resignation as a member of the Committee of Architecture, which resignation shall be effective as at October 15, 1979.

2. Appoints JERROLD BOSCOE, ALVIN CORKLAND and TIMOTHY O'DONOGHUE to fill the vacancies created by this resignation and previous resignations as at October 15, 1979.

I do hereby represent and assert as at this date that I comprise all of the membership of the Committee of Architecture.

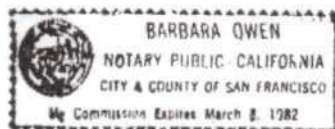
Dated this 11th day of October, 1979.

E. G. Coopman
E.G. COOPMAN

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) ss.

On this 2nd day of November, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared E. G. Coopman known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.



Barbara Owen

CK0844

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1. That certain Declaration of Restrictions recorded July 10, 1974, in Book 702 of Official Records of Napa County on Page 274.

2. That certain Declaration of Restrictions recorded August 3, 1966, in Book 751 of Official Records of Napa County at Page 45.

3. That certain Declaration of Easements and Restrictions recorded May 8, 1969, in Book 807 of Official Records of Napa County at Page 301.

4. That certain Declaration of Easements, Restrictions and Covenants recorded May 22, 1970, in Book 828 of Official Records of Napa County at Page 954.

END OF DOCUMENT