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DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF  
  
GLACIER PLACE

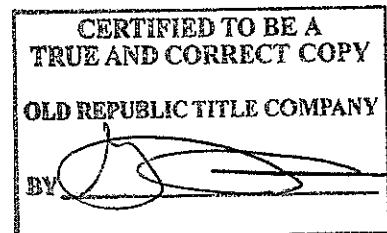


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**DECLARATION OF  
COVENANTS, CONDITIONS, & RESTRICTIONS FOR, AND  
GRANTS OF RECIPROCAL EASEMENTS AFFECTING, GLACIER PLACE  
(Including Covenants To Preserve South Boundary Trees)**

This Declaration of Covenants, Conditions, and Restrictions for GLACIER PLACE is made on the 3<sup>rd</sup> day of NOVEMBER, 2004 by West Davis Associates, a California general partnership.

**RECITALS**

Declarant is the owner of certain real property in the City of Davis, Yolo County, State of California (the "Property") which is more particularly described on Exhibit "A" attached hereto and shown on the Map attached hereto as Exhibit "B," and incorporated herein by this reference.

The real property described on Exhibit "A" is subject to the conditions, covenants, and restrictions hereby declared, including the reciprocal easements provided for herein, to insure, with respect to the Residential Lots described herein, the best use and the most appropriate development and improvement of each building site thereof, to protect the Owners of building sites against improper use of surrounding building sites that will depreciate the value of their property; to preserve so far as practicable, the natural beauty of said property; to guard against the reaction thereon of poorly designed or proportioned structures, and structures built of improper and unsuitable materials; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between, to preserve certain existing trees, as required by the City, along the southern boundary of the Property, and in general to provide adequately for a high type and quality of improvements on said property, and thereby to enhance the values of improvements made by purchasers of building sites thereon, and with respect to some of the Residential Lots, Office Lots and the Adjacent Lots described herein, to provide appropriate reciprocal ingress and egress and joint use parking over and within the applicable Easements described herein.

**ARTICLE 1  
DEFINITIONS**

The following terms used in this Declaration shall be applicable to this Declaration and to any amendments hereto and are defined as follows:

1.1 **Adjacent Lots.** The term "Adjacent Lots" means that certain real property commonly referred to as Lots 29 through 37, inclusive, of Glacier Place, as more particularly described in Exhibit "E" hereto, which is benefitted by this Declaration but is not included within the Property and is not burdened by any of the provisions herein.

1.2 **City.** The term "City" means the City of Davis, County of Yolo, State of California.

1.3 **Committee.** The term "Committee" means the Architectural Review Committee established under this Declaration for the initial development of the Project.

1.4 **Common Fence.** The term "Common Fence" shall mean any portion of a fence common to two (2) residences which is constructed and placed approximately on the common boundary of two (2) Lots.

1.5 **Common Wall.** The term "Common Wall" shall mean any portion of a wall common to two (2) residences which is constructed and placed approximately on the common boundary of two (2) Lots.

1.6 **County.** The term "County" means the County of Yolo, State of California.

1.7 **Declarant.** The term, "Declarant" means West Davis Associates, a California general partnership and its successors and assigns, if such successors and assigns acquire any or all of Declarant's interest in the Subject Property for the purpose of development or sale, and if Declarant has expressly transferred or assigned to such successors or assigns its rights and duties as Declarant to a portion of all of the projects. For any successor or assigns of "Declarant" to be deemed a Declarant under the terms hereof, Declarant shall record in the County a certificate designating said successor or assignee as Declarant.

1.8 **Declaration.** The term "Declarations" means the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR, AND GRANT OF EASEMENTS AFFECTING, GLACIER PLACE, including amendments made from time to time.

1.9 **DRE.** The term "DRE" shall mean the California Department of Real Estate and any successors thereto.

1.10 **Improvement or Improvements.** The term "Improvement" or "Improvements" means and includes but is not limited to buildings, outbuildings, lighting, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, water lines, irrigations, sewers, electrical, cable television, landscaping, and all other structures, installations, landscaping of every type and kind installed or to be installed on a Residential Lot, all of which is required to be reviewed and approved by the Committee, whether above or below the land surface.

1.11 **Joint Use Parking Easement.** The term "Joint Use Parking Easement" means the joint use parking easement designated to provide approximately ten (10) parking spaces within and upon the southwestern portion of Lot 1, as shown and designated on Lot 1 of the Map as a "Reservation of 21.76' Private Parking Easement Per This Map," for the benefit of Office Lot 1, Residential Lots 3 through 19, and the Adjacent Lots.

1.12 **Lot.** The term "Lot" means the subdivided Residential Lots 3 thru 28 inclusive, together with improvements thereon or therein, and the subdivided Office Lots 1 and 2, as shown on Exhibit "B."

1.13 **Lot Line.** The term "Lot Line" means the boundary line of each Lot.

1.14 **Map.** The term "Map" means the final subdivision map recorded on AUG. 17, 2004, in Book 2004 of Maps, Page 99, Yolo County Records, entitled "Subdivision No. 4697, Glacier Place, a Merger and Resubdivision of Parcels A, B, & C of Parcel Map No. 4011, in Book 10 of Parcel Maps at Pages 96 and 97, Yolo County Records." A copy of the Map is attached hereto as Exhibit "B."

1.15 **Maximum Height.** The term "Maximum Height" means the maximum permitted height of any Improvement to a Residential Lot, excluding landscaping.

1.16 **Mortgage.** The term "Mortgage" means a recorded mortgage or deed of trust encumbering a Lot in the Project.

1.17 **Mortgagee.** The term "Mortgagee" means a mortgagee under a Mortgage, as well as a beneficiary under a deed of trust.

1.18 **Office Lots.** The term "Office Lot 1" means Lot 1, as shown on Exhibit "B," the term "Office Lot 2" means Lot 2 as shown on Exhibit "B," and the term "Office Lots" means Lots 1 and 2 as shown on Exhibit "B," and as more particularly described in Exhibit "D" hereto.

1.19 **Owner.** The term "Owner" means the recorded Owner, or record Owners, including Declarant, of the fee simple title to any Lot in the Project, excluding those having such interest merely as security for the performance of an obligation. The term "Owner" also includes the Vendee of a Lot under a contract of sale (Real Property Sales Contract).

1.20 **Person.** The term "Person" means a natural person, a corporation, a partnership, a trustee, or other legal entity.

1.21 **Private Office Access Easement.** The term "Private Office Access Easement" means the private access easement over, across, and along the southwestern and western portions of Office Lot 1 and the eastern portion of Office Lot 2, as shown and designated on Lots 1 and 2 of the Map as a "Reservation of 25' Private Access & Parking Easement and Public Water Easement Per This Map," for the benefit of the Office Lots, Residential Lots 3 through 16, and the Adjacent Lots.

1.22 **Private Residential Access Easement.** The term "Private Residential Access Easement" means the private access easement over, across, and along the northern portions of Lots 3 thru 16 inclusive, as shown and designated on Lots 3 through 16 of the Map as a "Reservation of 25' Private Access Easement for Reciprocal Access & Drainage Easement Per This Map," for the benefit of the Office Lots and Residential Lots 3 through 16.

1.23 **Project.** The term "Project" means all of the real property described on Exhibit "A," with all Improvements made thereon.

1.24 **Public Report.** The term "Public Report" shall mean a Final Subdivision Public Report issued by the Department of Real Estate of the State of California for the project.

1.25 **Residence.** The term "Residence" means a building or buildings used for residential purposes.

1.26 **Residential Lots.** The term "Residential Lots" means Lots 3 thru 28 inclusive, as shown on Exhibit "B."

1.27 **Rules.** The term "Rules" means the rules adopted by the Architectural Review Committee, as they may from time to time be in effect pursuant to the provisions of Section 2.1.

1.28 **Setback.** The term "Setback" shall mean the minimum permitted distance between a Property Line and an Improvement such as a building as set forth in this Declaration or by the City.

**1.29 South Boundary Trees.** The term "South Boundary Trees" shall mean the existing trees planted along the Southern boundary of Lots 20 through 28, which trees are required to be preserved, as set forth in Article 7 below.

**1.30 Street or Streets.** The term "Street or Streets" shall mean any publicly dedicated Street or any other publicly dedicated thoroughfare within or adjacent to the Property and shown on any recorded subdivision or parcel map or record of survey, whether designated thereon as a dedicated street, boulevard, place, drive, road, terrace, way lane, circle, or court.

**1.31 Subject Property.** The term "Subject Property" means all the real property described in Exhibit "A."

## ARTICLE 2 ARCHITECTURAL COMMITTEE FOR RESIDENTIAL LOTS

**2.1 Architectural Review Committee:** The Architectural Review Committee (hereinafter, "ARC") is initially composed of three (3) members appointed by Declarants. In the event of death or resignation of any member of the ARC, the remaining members shall have full authority to designate a successor and all replacements until the first anniversary of the Final Public Report. From after the first anniversary of the issuance of the Final Public Report, the Declarant may appoint a majority of the members of the ARC, until ninety percent (90%) of all Residential Lots have been developed, or until the fifth (5<sup>th</sup>) anniversary of the date of the issuance of the Final Public Report, whichever occurs first. Thereafter, the then record Owners of fifty-one percent (51%) or more of the number of Residential Lots shall have the power, by written notice to Declarant and the other Owners, to appoint all of the members of the ARC. Until the Owners elect to exercise such power, the Declarant shall continue to have the power to appoint the members of the ARC until the ARC is terminated pursuant to Section 2.2 below. Members appointed by the Owners shall be Residential Lot Owners. Members appointed by Declarant need not be Residential Lot Owners.

The ARC shall have the power to establish and amend its own rules and regulations with regard to membership, meetings, quorums, and other procedural matters.

Except as rights are specifically reserved, or are implied to be reserved for Declarant or Owners in this document, the intent of these declarations is to bestow upon the ARC the following right and responsibilities with respect to the improvement and use of the Residential Lots:

- 1) Administration of building requirements as specified in the Architectural and Fencing Requirements and Guidelines set forth in Exhibit "C" attached hereto.
- 2) The enforcement of use restrictions.
- 3) Adherence to procedural requirements as contained herein.

**2.2 Automatic Termination of ARC.** Declarant is establishing the ARC to review and approve the design of all Improvements within the Residential Lots during the initial buildout of the Project. Accordingly, upon the earlier of (i) completion of construction of Improvements within all the Residential Lots within the Project and approval by the City of occupancy thereof or (ii) ten (10) years from the date of recordation of this Declaration, the ARC shall automatically terminate. Upon such termination, the rights and powers of the ARC to enforce any of the provisions of this Declaration with respect to the Residential Lots shall terminate and the provisions of Article 2 of this Declaration,

including any requirements for Plan submission for review and approval by the ARC, shall be of no further force or effect.

Declarant acknowledges and intends that, upon such termination of the ARC, additional Improvements to the Residential Lots, including without limitation, remodeling, additions, expansions and/or reconstruction of the existing Improvements may subsequently be made without having to obtain the prior approval of the ARC or of any Owner within the Project, provided any such additional Improvements will still be obligated to comply with all other applicable terms and conditions of this Declaration and with all rules, regulations and policies of the City.

**2.3 Plan Approval.** Until the ARC is terminated, no building on any Residential Lot shall be erected, placed, improved, repaired, or altered in any way or any manner which changes or alters a Residential Lot from its natural or improved state existing on the date such Residential Lot was first conveyed in fee by Declarant to Owner, until such plan has been submitted to and approved by the ARC in accordance with the provisions of this Section 2.3. All plans submitted should be in compliance with this Declaration and Exhibit "C," Architectural and Fencing Requirements and Guidelines. Exhibit "C" is attached hereto and incorporated herein by this reference.

(a) Plans Required. Before any Owner shall begin construction, installation, reconstruction, remodeling, painting, repainting, addition or alteration of any building, swimming pool, wall, fence, play structure, planting or other structure or other improvements on any Residential Lot, there shall be submitted to the ARC two (2) complete sets of plans, elevations and specifications based on such written approval as previously provided. Such plans shall include floor plans, specifications, building plan or plans, wall sections, exterior elevations, color schemes or exterior materials with samples if required by the ARC, roof plans, landscaping plans, graphics and exterior furnishings, and the Owner's proposed construction schedule. Plans shall include a plot plan reduced to the scale of one inch to twenty feet showing the locations on the Residential Lot of the buildings, walls, fences, transition zones or other structures or improvements to be constructed, altered, or placed.

**2.4 Committee Action.**

(a) Preliminary Review. Any Owner or potential purchaser of a Residential Lot proposing to construct any improvement on a Lot requiring the prior approval of the ARC may apply to such ARC for preliminary review by submission of preliminary drawings of the proposed structure or improvement. The purpose is to allow an Owner to obtain guidance from the ARC concerning design considerations before expending substantial sums for plans and other exhibits required to apply for final architectural approval. The ARC shall grant the preliminary approval only if the proposed building, structure, or improvement, to the extent its nature and characteristics as shown by the application would be entitled to a final approval on the basis of a full and complete application. In granting or denying preliminary approval, the ARC may give the applicant such directions concerning the form and substance of the final application for approval as the ARC may deem proper or desirable for the guidance of the applicant. In no event shall any preliminary review be deemed to be a final approval authorizing construction of the requested buildings, structure, or improvements or any other improvement or structures.

(b) Final Approval.

The ARC shall grant approval of the plans, drawings, and specifications submitted to it only if the following conditions have been satisfied:

1) Plan Submission. The Owner has submitted the plans and material required by the ARC.

2) Conformity. The ARC finds that the proposed improvement conforms to these Declarations. Notwithstanding the above, the ARC may in its sole discretion, grant variances for a good cause from the Restriction herein contained. All such approval shall be in writing and may be conditioned upon the submission by the Owner, of such additional plans and for the purpose of insuring that the construction of the proposed improvement shall be in accordance with the improved plans.

Applications made in accordance with this section which have been neither approved, nor rejected, within sixty (60) days from the date of submission shall be deemed approved, unless additional information from the applicant is requested, in which case said sixty (60) day period shall begin upon ARC's receipt of all additional information requested. One set of plans as finally approved and bearing the endorsement of the ARC shall be returned to the Owner for the Owner's permanent records. The ARC may charge the applicant a reasonable fee for application review.

3) Consultation. In either the preliminary or final approval processes, the ARC may, but is not required to, consult with any Owner(s) or any qualified person with respect to any plans, drawings, or specifications submitted to the ARC for approval.

(c) Construction Duration. Upon receipt of the approval from the ARC, the Owner shall, as soon as practicable, satisfy all conditions of that approval and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, and alterations pursuant to the approved plans within one (1) year from the date of such approval or within such longer time as the ARC may grant on the application of such Owner. If the Owner shall fail to comply with this paragraph, any approval given shall be deemed revoked and the improvement may be treated as having been constructed in violation of this section. Extension shall be given as a matter of course when delays in completion of construction are caused by strikes, unavailability of materials, fire, storms, acts of God or similar events not within the control of the particular Owner.

(d) Reconstruction. Any building within a Residential Lot damaged or destroyed by fire, explosion, or any other type of disaster must be repaired or reconstructed, or completely removed within six (6) months. An Owner must have the ARC approve the plans for said repairs or reconstruction. The ARC may extend the six (6) month period if requested and if deemed reasonably necessary by the ARC.

(e) Completion Inspection. Upon the completion of any construction or reconstruction of, or alteration or refinishing of the exterior of, any improvement, or upon the completion of any other work for which approved plans are required under this section, Owner shall give written notice thereof to the ARC, and within thirty (30) days thereafter the ARC, or its duly authorized representative, may inspect such improvement to determine whether it was constructed, reconstructed, altered, or refinished in substantial compliance with approved plans, including quality of workmanship and materials.

(f) Noncompliance. If the ARC finds that such construction, reconstruction, alteration, or refinishing was not done in substantial compliance with approved plans, it shall notify the Owner of such noncompliance within sixty (60) days from the notice of completion and shall require the Owner to remedy such noncompliance. If for any reason the ARC fails to notify the Owner of such noncompliance within sixty (60) days after receipt of the written notice of completion from the Owner, the improvement shall be deemed to have been completed in accordance with the approved plans.



(g) Non-waiver. The approval by the ARC of any plans, drawings, or specification for any work done or proposed, or in connection with any other matter requiring the approval of the ARC shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification, or matter whenever appropriate.

(h) Right of Inspection. During reasonable hours and after reasonable notice, the Declarant, the ARC, or its representative shall have the right to enter upon and inspect the property of any portion thereof and any improvement thereon within a Residential Lot for the purpose of ascertaining whether or not the provisions of the Declaration are being complied with and Owner hereby grants an irrevocable license to enter at reasonable times.

**2.5 Exemption of Office Lots.** None of the provisions set forth in this Article 2 shall apply or be deemed to apply to restrict, encumber or affect the development or use of the Office Lots. In particular, and without limitation thereof, the ARC shall have no authority or responsibility to review or approve the design of any Improvements within the Office Lots.

### **ARTICLE 3 USE RESTRICTIONS FOR RESIDENTIAL LOTS**

**3.1 Animals.** No animals of any kind shall be raised, bred, or kept in any Residential Lot except dogs, cats, or other customary household pets in reasonable number; provided that they are not kept, bred, or maintained for any commercial purpose. For purposes of this paragraph, except for a reasonable number of fish or birds normally maintained as household pets, a reasonable number of pets shall be limited to four (4).

No structure for the care, housing, or confinement of any yard pet shall be maintained within a Residential Lot so as to be visible from neighboring property.

**3.2 Utility Service.** No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be constructed, placed and maintained anywhere in or upon any Residential Lot unless the same shall be contained in conduits or cables constructed, placed, and maintained underground or concealed in, under, or on buildings of other approved structures. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved buildings.

**3.3 Temporary Occupancy.** No trailer, tent, shack, garage, basement, or any incomplete building or temporary building or structure of any kind shall be used at any time as a Residence, either temporary or permanent. Temporary buildings or structures used during the reconstruction or renovation of a Residence shall be expressly approved by the ARC and shall be removed immediately after the completion of construction.

**3.4 Restriction of Commercial Vehicles.** No commercial vehicles of any nature shall be parked or stored on any Residential Lot or the Private Residential Access Easement as defined in Section 1.22 herein, except for vehicles providing services to the Owners of Residential Lots, and in that event only for the duration necessary to provide such services.

**3.5 Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate on or adjacent to a Residential Lot and no odors shall be permitted to accumulate on or adjacent to a Residential Lot and no odors shall be permitted to arise therefrom which might render any Residential Lot

or portion thereof unsanitary, unsightly, harmful, or detrimental to any of the property in the vicinity thereof or the occupants thereof. No nuisance shall be permitted to exist or operate upon any Residential Lot which might be harmful or detrimental to any property in the vicinity thereof or to its occupants. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells, or other sounding devices, except security devices used exclusively for security purposes, shall be located, used or placed on a Residential Lot.

**3.6 Sanitary Disposal.** No weeds, vegetation, rubbish, debris, garbage, objects, waste materials, or materials of any kind whatsoever shall be placed or permitted to accumulate upon any portion of a Residential Lot, which would render it unsanitary, unsightly, offensive, or detrimental to any property in the vicinity thereof or to the occupants of any such property in such vicinity thereof or to the occupants of any such property in such vicinity thereof.

No refuse, refuse containers or recycling containers, shall be placed on streets or in public view more than twenty-four (24) hours prior to the scheduled pickup time. Refuse containers and recycling containers must be removed from public view within twenty-four (24) hours of pickup time.

**3.7 Clothes Drying Facilities.** No clothes or other articles shall be hung out to dry on any part of a Residential Lot, except in a yard enclosed by a fence, wall or any other enclosure approved by the ARC. In addition, no articles shall be hung to dry in a garage or storage area in which the garage door has been left open so as to be visible from the street.

**3.8 Fences.** Fencing restrictions and guidelines are contained in Architectural and Fencing Requirements and Guidelines Exhibit "C" which is attached hereto and incorporated herein by this reference.

**3.9 Fires.** There shall be no exterior fires whatsoever except barbecue fires contained within receptacles designated for such purposes.

**3.10 Machinery and Equipment.** No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Residential Lot except such machinery or equipment as is usual and customary in connection with the maintenance of a Residence or appurtenant structures on such Residential Lot.

**3.11 Disease and Insects.** No Owner shall permit any thing or condition to exist upon his Residential Lot which shall induce, breed, or harbor infections, plant diseases or noxious insects.

**3.12 Restrictions on Further Subdivision.** No Residential Lot shall be further subdivided nor shall less than all of any such Residential Lot be conveyed by an Owner thereof.

**3.13 Signs.** No signs whatsoever (including but not limited to commercial and similar signs) which are visible from neighboring property shall be erected or maintained on any Residential Lot except:

- 1) Such signs as may be required by legal proceedings;
- 2) Residential identification signs, subject to the approval of the ARC;
- 3) During the time of construction of any Residence or other improvement by Declarant, job identification signs;
- 4) Not more than one "for sale" or "for rent" sign per Lot which is of reasonable dimensions; and
- 5) Political or candidate signs shall be permitted only during the normal election period and shall be removed within five days of the election.

**3.14 Construction And Alteration of Improvements.** No construction or alteration of Improvements, including landscaping, may be undertaken on a Residence without prior approval of the ARC as described herein in Article 2, so long as the ARC retains power hereunder to approve such Improvements. Upon termination of the ARC, the only required approval, if any, shall be to obtain the approval of the City with respect to any such Improvements. Notwithstanding termination of the ARC, Declarant acknowledges, on behalf of all Owners, that any such additional Improvement will still be obligated to comply with all other applicable terms and conditions of this Declaration and City approval of such construction or alteration may be required pursuant to the City's Building Code and any additional building restrictions, limitations or conditions imposed by the City pursuant to conditions of approval for the Project, including without limitation, the condition to obtain City approval of any alteration, trimming or removal of any of the South Boundary Trees, as more particularly described in Article 7 below.

**3.15 Parking Restrictions.**

(a) Unless otherwise permitted by this Declaration, no automobile shall be parked or left within any Residential Lot other than within an enclosed garage or upon the driveway serving such garage. In particular, and without limitation hereof, except as otherwise provided in Section 3.15(b), no automobile shall be parked or left unattended within the Private Residential Access Easement. Furthermore, the City has restricted parking to the north side of Glacier Place only; the City will not allow street parking on the south side of Glacier Place and may paint, sign and/or otherwise designate the area to prohibit such parking on the south side of Glacier Place.

(b) No vehicle which exceeds 12,000 gross vehicle weight, or is fitted with dual rear wheels, or any bus, boat, motorcycle, trailer, farm vehicle, detached camper body, aircraft, or any vehicle which is battered or in need of repair or otherwise unsightly (any and all of which are herein referred to as "prohibited vehicles") shall be regularly parked, stored or regularly kept on any Residential Lot for more than forty-eight (48) hours each, unless such vehicle is parked, stored, or kept in an enclosed garage with garage door closed except for ingress or egress.

No vehicle of any type shall be parked, stored, or kept on any Residential Lot for the purpose of cleaning such vehicle, or accomplishing repairs thereto, except for occasional periods of time not lasting more than eight (8) hours in a given day and in no event later than 9:00 p.m., unless such vehicle is kept in an enclosed garage with the garage door kept closed except for ingress and egress.

However, parking by commercial vehicles for the purpose of making deliveries shall be permitted in accordance with the Rules. Garages shall be used for parking automobiles or other vehicles only and shall not be converted for living or recreational activities. Garage doors shall remain closed at all times except when being used to enter or exit.

(c) Any boat, tent, portable home, trailer house or motor vehicle trailer house or vehicle shall be stored within the garage constructed within a Residential Lot.

**3.16 Building Setback Zones And Height Restrictions.** No Improvement shall be located on any Residential Lot nearer to the front street line or nearer to the side street line than permitted by the minimum setback lines established by the City of Davis. All buildings shall be constructed on said Residential Lots in accordance with the requirements of the City of Davis. It is the responsibility of all Residential Lot Owners to research the building setbacks, floor area ratio requirements, and all other City restrictions on their Residential Lots, which restrictions may be generally applicable throughout the City or unique to the City's approval of the Project.

No single-family residential buildings height shall exceed thirty (30) feet or two stories.

All Improvements to be constructed within the Residential Lots must be designed to harmonize with their surrounding environment, including pre-existing homes in the neighborhood.

**3.17 Drainage Patterns.** The Lots have been designed to drain in a specific manner. Due to the close proximity and narrow width of the Lots, it is critical that the Lot drainage pattern shown on the subdivision's grading plan be met. The drainage requirements may put some constraints on the type of landscaping used on portions of a Lot due to steeper than usual cross slopes (ie. 4:1) resulting from the narrowness of the Lot and the ultimate building configuration. A copy of the subdivision's grading plan is on file with the City of Davis Public Works Department, and should be followed closely during final grading and landscaping to the Lots. Each Owner shall insure that his or her driveway is graded and maintained so as to drain into the street and not onto adjacent Lots or other property. Any Owner may notify a Lot Owner of a situation that is creating unreasonable drainage and if the Owner does not begin to take reasonable corrective steps within five (5) days, the ARC or complaining Owner may take reasonably necessary corrective action and the Lot Owner shall pay all costs thereof.

**3.18 Common Fences, Walls, And Roofs: General Rules of Law to Apply.** Each fence and wall which is built as a part of the original construction of the Residences in the Residential Lots and office buildings in Office Lot 1 within the Project and placed on the dividing line between the Lots and, with respect to Lots 14 through 16, each roof which is built as part of the original construction of the residences thereon that crosses the dividing line between the Lots and serves as the roof for more than one residence, shall constitute, respectively, a common fence, common wall and common roof. To the extent not inconsistent with the provisions of this section, the general rules of law regarding common fences, common walls, and common roofs liability for property damage due to negligence or willful acts or omissions shall apply thereto. The Owner of each Lot upon which a common fence, common wall, and common roof is located shall have a reciprocal nonexclusive easement to each contiguous Lot for the purpose of maintaining the common fence, common wall, and common roof. The costs of reasonable repair and maintenance of a common fence, common wall and common roof shall be shared equally by the Owners who make such use of the fence, wall and roof. If a common fence, common wall, or common roof is destroyed or damaged by fire or other casualty, any Owner who has used the fence, wall, or roof may restore it, and the other Owners shall contribute equally to the cost of restoration thereof (i.e., for a common wall between two Lots, each Owner shall pay 50% of the cost thereof and for a common roof that serves three Lots, each Owner shall be responsible for one-third of the cost thereof). Such contribution shall be made without prejudice, however, subject to the right of the Owner who originally restored the fence, wall, or roof to call for a larger contribution from such other Owners under any rule of law regarding liability due to negligent or willful acts or omissions. The foregoing rights of any Owner are appurtenant to the land and shall pass to such Owner's successors in title.

**3.19 Limited Application of Use Restrictions to Office Lots.** Except for the provisions set forth in Section 3.18 above applicable to Office Lot 1, none of the other provisions set forth in this Article 3 shall apply or be deemed to apply to restrict, encumber or affect the development or use of the Office Lots.

#### ARTICLE 4 EASEMENTS

**4.1 Easement to Public Entities.** An easement for ingress, egress and support through the Private Office Access Easement described in Section 1.21 herein and the Private Residential Access Easement described in Section 1.22 herein is hereby granted to the City of Davis and the County of Yolo,

all public utilities, law enforcement, fire protection, welfare and other related public or county agencies, their vehicles and personnel, as reasonably necessary to perform their authorized duties.

**4.2 Private Office Access Easement.** Every Owner of Residential Lots 3 through 16, inclusive, and the Owners of the Adjacent Lots, and all tenants, guests and invitees thereof, and the Owners of the Office Lots, and all tenants, employees, invitees and guests thereof, shall have a non-exclusive right and easement for the ingress and egress, use and enjoyment of the Private Office Access Easement as defined in Section 1.21 herein over and across the portions of the Office Lots affected thereby, which shall be appurtenant to and pass with the title to every such Residential Lot, the Office Lots and the Adjacent Lots. Except for temporary parking of delivery trucks related to the use and operation of the Office Lots, no automobile shall be parked or left unattended within the Private Office Access Easement. The Owners of the Office Lots shall be solely responsible for the costs to construct and maintain the pavement improvements within the Private Office Access Easement area in accordance with the provisions of Section 5.2 below, except as otherwise expressly provided herein.

**4.3 Private Residential Access Easement.** Every Owner of Residential Lots 3 through 16, inclusive, and all tenants, guests and invitees thereof, shall have a non-exclusive right and easement for the ingress and egress, use and enjoyment of the Private Residential Access Easement as defined in Section 1.22 herein over and across the portions of such Lots affected thereby, which shall be appurtenant to and pass with the title to every such Residential Lot. The Owners of such Residential Lots shall be solely responsible for the costs to maintain the pavement improvements located within the Private Residential Access Easement area in accordance with the provisions of Section 5.1 below, except as otherwise expressly provided herein.

**4.4 Joint Use Parking Easement.** Every Owner of Residential Lots 3 through 16, inclusive, and the Owners of the Adjacent Lots, and all tenants, guests and invitees thereof, and the Owner of Office Lot 1, and all tenants, employees, invitees and guests thereof, shall have a non-exclusive right and easement to park their vehicles within the approximately ten (10) parking spaces to be provided within the Joint Use Parking Easement as described in Section 1.11 before and after normal working hours and on weekends and holidays. As used in this document "normal working hours" means Monday through Friday (excluding holidays) between 7:00am and 6:00pm (e.g., these parking spaces will be available for use by such Residential Lot Owners from 6:00 pm to 7:00 am, Monday through Thursday, from 6:00 pm Friday through 7:00 am Monday, and all day on holidays). During normal working hours, the Owner of Lot 1, and all tenants, employees, invitees and guests thereof, shall have the exclusive right to park their vehicles within all parking spaces to be provided within Office Lot 1, including the approximately ten (10) parking spaces to be provided within the Joint Use Parking Easement. These spaces are to be installed by the Lot 1 Owner within the Joint Use Parking Easement within the portion of Office Lot 1 affected thereby, and this Joint Use Parking Easement shall be appurtenant to and pass with the title to every Residential Lot and the Adjacent Lots benefitted hereby. The Owner of Office Lot 1 shall be solely responsible for the costs to construct and maintain the parking improvements within the Joint Use Parking Easement area, except as otherwise expressly provided herein.

**4.5 Reciprocal Appurtenant Easements.**

(a) **Utility Easements.** Some Lots may be served by utilities which are located on or under another Lot or Lots. There is hereby created appurtenant easements for the use and benefit of the respective Lots served, as dominant tenements, on, under and across the Lots burdened thereby, as servient tenements, for ingress and egress for pedestrians and vehicles, utility, telephone, sewer and drainage pipes, water and sprinkler systems, lines, conduits and culverts, and utility meters. The specific location of each such utility shall be determined by the physical location of the improvements thereon and thereunder installed, constructed and completed at the time of the first conveyance of each respective

servient tenement. In particular, and without limitation thereof, Lots 13 through 19 are and shall be subject to a 10' private sewer and water easement serving Lots 14 through 19, as shown on the Map.

(b) Lot Maintenance Access Easement. Lots 4 to 18, inclusive, are hereby granted a five foot (5') nonexclusive easement over the portion of an adjacent Lot where Improvements on the benefitted Lot are located less than five feet from the boundary of such adjacent Lot, together with a reasonable rights of access to and from such maintenance access area, for the limited purpose of allowing the Owner of the benefitted Lot to maintain, repair, replace and/or reconstruct the Improvements located less than five feet from such adjacent Lot. In particular, the non-exclusive easements for five (5) feet maintenance access to maintain, repair, reconstruct and/or replace Improvements on the applicable benefitted Lots are as follows:

- Lot 4 has a five-foot maintenance access easement over Lot 3
- Lot 5 has a five-foot maintenance access easement over Lot 4
- Lot 6 has a five-foot maintenance access easement over Lot 5
- Lot 7 has a five-foot maintenance access easement over Lot 6
- Lot 8 has a five-foot maintenance access easement over Lot 7
- Lot 9 has a five foot maintenance access easement over Lot 8
- Lot 10 has a five foot maintenance access easement over Lot 9
- Lot 11 has a five-foot maintenance access easement over Lot 10
- Lot 12 has a five-foot maintenance access easement over Lot 11
- Lot 13 has a five-foot maintenance access easement over Lot 12
- Lot 14 has a five-foot maintenance access easement over Lot 15
- Lot 15 has a five-foot maintenance access easement over Lots 14 & 16
- Lot 16 has a five-foot maintenance access easement over Lot 15
- Lot 17 has a five-foot maintenance access easement over Lot 18
- Lot 18 has a five-foot maintenance access easement over Lot 19

An Owner whose Lot is burdened by the foregoing maintenance access easement may use the affected area in any manner that is not inconsistent with providing such maintenance access and permitting maintenance to be performed for the benefitted Owner's Improvements, including planting and maintaining landscaping that does not interfere with the benefitted Owner's ability to access and maintain and/or replace the Improvements on the benefitted Owner's Lot. Also, the benefitted Owner's rights under this Section 4.5(b) shall be limited to the right of access to perform such maintenance on its Improvements and such benefitted Owner shall have no right to install any Improvements within this maintenance access area.

(c) Reciprocal Access for Office Lots. Declarant hereby grants and reserves for the benefit of the Office Lot Owners and their respective employees, agents, invitees and guests, the perpetual, mutual, reciprocal and non-exclusive right to use the entrances, exits, driveways, and circulation ways improved within the Office Lots for the purpose of ingress, egress, and access of vehicular traffic, including commercial vehicular traffic such as delivery trucks. Provided, however, notwithstanding such reciprocal access and circulation rights, no reciprocal parking rights are or shall be deemed to be granted to an Office Lot Owner, or its employees, agents, invitees and guests, to park any of its vehicles within the other Office Owner's Lot and each Office Lot shall at all times be "self-parked" for all uses on such Lot, such that such Lot independently satisfies all existing applicable ordinances, regulations, laws, and requirements relating to parking accommodations. Furthermore, these reciprocal access and circulation rights shall be subject and subordinate to, and shall not limit or restrict, the actual configuration and design of the development of the Office Lots, as may be revised or reconfigured from time to time; accordingly, as, if and when each Office Lot is developed or redeveloped to change or modify the location of any entrances, exits, driveways, circulation ways or parking areas, these reserved

access and circulation rights shall automatically be deemed to apply only to the modified areas that permit such access and circulation. Except as otherwise expressly provided herein, the Owner of each Office Lot shall be solely responsible for the costs to maintain the entrances and paved areas located within its applicable Office Lot.

**4.6 Easements for Encroachments.** Each Lot and its Owner shall have and is granted an easement over all adjoining Lots for the purpose of accommodating encroachments due to engineering errors, errors in original construction, settlement or shifting of structures, or any other reason as long as the encroachment remains. However, in no event shall a valid easement for encroachment exist in favor of an Owner if the encroachment occurred due to willful misconduct of an Owner. In the event that a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owner of each Lot agrees that the minor encroachments over adjoining Lot and the Private Access Easements shall be permitted and there shall be valid easements for the maintenance of the encroachments for as long as they exist.

## **ARTICLE 5 PRIVATE ACCESS AREA MAINTENANCE**

**5.1 Maintenance Agreement for Private Residential Access Area.** The Owners of all the Residential Lots numbered 3 through 16 inclusive herein shall bear equal shares of any and all costs required for maintenance and repairs of the area encumbered by the Private Residential Access Easement (the “Residential Access Area”) under the terms and conditions set forth herein.

(a) Said easement shall be used in common with other Owners of said easement or lands to which such easement is attached (i.e., by the Owners of Residential Lots 3 through 16);

(b) Said Residential Access Area shall be maintained in good, passable condition, which is reasonable under all traffic and weather conditions. Each Owner of Residential Lots 3 through 16 shall be responsible for keeping its portion of the Private Access Area in a neat, clean and attractive condition and free and clear of any debris, trash or obstructions.

(c) Repairs or maintenance on said Residential Access Area shall be required when a majority of the Owners of Residential Lots 3 through 16 inclusive reach a decision that such repairs or maintenance are necessary. A written acknowledgement of this decision by a majority of the Owners shall constitute conclusive evidence of their decision. Any one Owner may bind all co-Owners of a particular Residential Lot. Pursuant to that decision, such Owners shall then initiate repairs or maintenance within thirty days with each of the Owners of Residential Lots 3 through 16 inclusive bearing equal shares of the cost and expense thereof, regardless of whether such Owners shall have concurred in the decision to initiate repairs or not.

(d) Each of the Owners agree that if they cause or allow said Residential Access Area to be used in any manner which results in unusual wear or damage to the surface of said easement, they shall bear the costs and expenses of restoring said surface as their sole and separate cost and expense.

(e) If any one of the Owners of said easement or lands to which said easement is attached fails, after demand in writing, to pay their portion of the expense, action may be brought against said Owner in a court of competent jurisdiction by the other Owners, either jointly or severally for contribution and costs of such legal action, including legal fees.

**5.2 Maintenance Agreement for Private Office Access and Joint Parking Areas.** Notwithstanding the rights of the Owners of Residential Lots 3 through 16 and the Owners of the

Adjacent Lots to use the area encumbered by the Private Office Access Easement (the “Office Access Area”) pursuant to Section 4.2 herein and the rights of the Owners of Residential Lots 3 through 16 and the Owners of the Adjacent Lots to use the area encumbered by the Joint Use Parking Easement (the “Joint Use Parking Area”) pursuant to Section 4.4 herein, the Owners of the Office Lots shall be solely responsible for the costs of the maintenance and repairs of the Office Access Area and the Owner of Office Lot 1 shall be solely responsible for the costs of the maintenance and repairs of the Joint Use Parking Area and that portion of the 25’ Private Access area immediately west of Lot 3 and adjacent to the Joint Use Parking Area, except in the event of unusual wear or damage to the surface of said easement caused by an Owner of a benefitted Lot, or its tenants, employees, guests or invitees.

(a) Said easements shall be used in common with other Owners of said easement or lands to which such easement is attached, as provided in said Sections 4.2 and 4.4;

(b) Said Office Access Area shall be maintained in good, passable condition and said Joint Use Parking Area shall be maintained in good, useable condition, which is reasonable under all traffic, parking and weather conditions. The Owners of the Office Lots shall be responsible for keeping their applicable portions of the Office Access and Joint Use Parking Areas in a neat, clean and attractive condition and free and clear of any debris, trash or obstructions.

(c) Repairs or maintenance on the Office Access and Joint Use Parking Areas shall be required as and when needed to conform to the foregoing requirements, provided the Owners of the Residential Lots benefitted by these Easements shall have no right of self-help to enter upon and perform any maintenance on the Office Lots or to charge the Owners of the Office Lots for the cost thereof prior to any court action thereon. The sole remedy for the Owners of the Residential Lots in the event of an Office Lot Owner’s failure to maintain the Office Access or Joint Use Parking Area as required hereby shall be to enforce its remedies hereunder, including the right to seek an action for specific performance (which specific performance remedy, if approved by the court, may then permit the Residential Owners’ to perform the work and charge the applicable Office Lot Owner therefor). The costs of maintenance, repair or replacement of the Private Office Access Area, including the driveway entrance improvements located therein, shall be shared equally between the Owners of the Office Lots, and either Owner may perform such maintenance after providing at least ten (10) business days advance written notice of its intention to perform such work to the other Owner.

(d) Each of the Owners agree that if they cause or allow the Office Access Area and/or the Joint Use Parking Area to be used in any manner which results in unusual wear or damage to the surface of said easement, they shall bear the costs and expenses of restoring said surface as their sole and separate cost and expense.

(e) If any one of the Owners of said easement or lands to which said easement is attached fails, after demand in writing, to perform its obligations hereunder and/or pay any expense required thereby, action may be brought against said Owner in a court of competent jurisdiction by the other Owners, either jointly or severally for contribution and costs of such legal action, including legal fees.

**5.3 Maintenance Agreements Run With the Land.** This Agreement as contained in this Declaration shall be deemed and is intended to run with the land and to be a covenant upon each Lot benefitted or burdened by the foregoing Easements and shall be binding upon the undersigned, their heirs, personal representative, successors and assigns. It is the intent hereto that this Declaration be recorded and that any subsequent transferee of Residential Lots 3 through 16 inclusive or the Office Lots, or any part thereof, by acceptance of delivery of a deed and or to conveyance of the said property shall be deemed to have consented to and become bound by these terms.



Nothing herein shall be interpreted as limiting or restructuring the rights of the undersigned or their successors in interest from pursuing such remedies as may be available under Civil Code Section 845 or other provisions of law against Owners of said easement of lands to which said easement is attached who are not bound by this covenant.

**5.4 Provisions Restricting Delegation of Use.** Any Owner may delegate his right of use of the Private Office Access Easement, the Private Residential Access Easement and the Joint Use Parking Easement to the members of his family, his guests, tenants, and invitees and to such other persons as may be permitted by the Rules, subject however, to this Declaration. However, if an Owner has sold his Lot to a contract purchaser or has leased or rented it, the Owners, members of the Owner's family, guests, tenants, and invitee shall not be entitled to use and enjoy any of such right in the Project, while the Owner's Lot is occupied by the contract purchaser or tenant. Instead, the contract purchaser, or tenant, while occupying such Lot, shall be entitled to use, and can delegate the rights of use in the same manner as if such contract purchaser or tenants were an Owner during the period of his occupancy. Any lease, rental agreement or contract of sale entered into between an Owner and a tenant or contract purchaser of a Lot shall require compliance by the tenant or contract purchaser with all of the covenants, conditions, and restrictions contained in the Declaration, which provision shall be for the express benefit of each Owner. Each Owner shall have a right of action directly against any tenant or contract purchaser of an Owner, as well as against the Owner, for non-performance of any of the provisions of this declaration to the same extent that such right of action exists against such Owners.

## **ARTICLE 6 CONSTRUCTION AND MAINTENANCE OF RESIDENTIAL LOTS**

### **6.1 Construction and Occupancy.**

(a) General. No building or structure upon a Residential Lot shall be occupied in course of original construction until same is completed and made to comply with the covenants, conditions and restrictions contained in this Declaration. All work shall be prosecuted diligently and continuously, in compliance with the City of Davis requirement for erosion control, from the time of commencement of construction until the same shall be fully completed, to the extent prevented by strikes, lockouts, boycotts, the elements, or inability to obtain materials, acts of God, or similar causes beyond the reasonable control of the builder.

(b) If construction of any building stops for a continuous period of 120 days, and said interruption is not caused by circumstances beyond the reasonable control of the Owner of the Residential Lot on which the building under construction is located, or other persons actually performing construction, Declarant or any other person entitled to enforce these restrictions may notify the Owner in writing of the existence of such interruption of work and request that work proceed forthwith. If within twenty (20) days after the giving of notice such work has not resumed and shall not thereafter be continued with due diligence, Declarant or other persons entitled may enter upon a Residential Lot and remove an incomplete building or complete the construction thereof. The cost and expenses incurred in connection with such removal or completion shall constitute a lien upon said property which would attach at the time of work to remove or complete building 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.

(c) Construction sites must be kept free of trash and other debris. If construction debris is allowed to accumulate on site or if it intrudes on any other property, Declarant has the right to perform cleanup and charge the Residential Lot Owner or contractor for any costs incurred in such

cleanup. Upon completion of construction all materials and rubbish as well as all tools, construction equipment, machinery and surplus material shall be removed from the site.

(d) Materials Storage. No materials of any kind or character, including building materials shall be placed or stored upon any Residential Lot so as to be open to view by the public or neighbors unless such material will be used and is used within three (3) months for construction of a building or a structure upon the Residential Lot which the material is stored.

**6.2 Maintenance.**

(a) Driveways and Walkways. Each Owner shall keep his or her driveway or walkway in a neat, clean, attractive and safe condition at all times. Any repairs, replacements, or maintenance required to be made in connection with any such driveways or walkways shall be the sole responsibility of the Owners.

(b) Maintenance of Structures. Each Owner shall be responsible for maintenance and repair of any improvement which may be constructed or installed upon that Owner's Residential Lot. Such maintenance and repair shall be of high quality and be performed in a timely manner. Each Owner's repair and maintenance obligations shall extend to and include painting, repairing, replacing and caring for roofs, fences, exterior building surfaces, exterior glass surfaces, and exterior doors.

(c) Planting and Yards. If an Owner does not plant and maintain front, and side yards within one (1) year after a Notice of Completion is issued by the appropriate governmental authority or substantial completion of construction, the Committee may, after five (5) days written notice, perform all necessary planting and maintenance to make appearance of front yard satisfactory and presentable, and if appropriate, comparable to adjoining property, and the Committee may bill the Owner for the expense thereof, including 15% overhead and profit which the Owner shall be compelled to pay. Neither Declarant nor the ARC nor their agents shall be deemed guilty of any manner of trespass as a result of such planting and maintenance.

**6.3 Exemption of Office Lots.** None of the provisions set forth in this Article 6 shall apply or be deemed to apply to restrict, encumber or affect the development or use of the Office Lots.

**ARTICLE 7  
PROTECTION OF SOUTH BOUNDARY TREES**

Declarant hereby notifies the Owners of Lots 20 through 28 that the City has imposed upon each of these Lots the following restriction: All existing boundary trees south of the subdivision shall be preserved in perpetuity consistent with the City's "GUIDELINES FOR THE PRESERVATION OF EXISTING TREES", except those recommended for removal by the City arborist." This condition requires that no tree shall be substantially pruned or removed without prior approval by the City of Davis in accordance with the procedures of the Tree Preservation Ordinance, Chapter 37 of the Municipal Code. Each Owner of Lots 20 through 28, inclusive, by accepting title to such Lot, hereby agrees to comply with the foregoing condition and shall protect the South Boundary Trees that are located within or adjacent to its Lot in accordance with such restriction.

**ARTICLE 8  
DECLARANT'S RIGHTS**

**8.1 Entry Or Use Rights.** Each Lot or the Private Office Access Easement, Private Residential Access Easement and Joint Use Parking Easement, as the case may be, shall be subject to the following rights or entry and use:

The right of Declarant or its designees to enter upon any portion of the Project to construct the Improvements to the Subject Property and to make such repairs and remedy construction defects, provided that such entry shall not interfere with the use or occupancy of any occupied Lot unless authorized by its Owner, which authorization shall not be reasonably withheld.

The right of the ARC, or its agents, during the term of the ARC, to enter any Residential Lot to cure any violation or breach of this Declaration or the Rules, provided that at least thirty (30) days prior written notice of such violation or breach (except in cases of emergency) has been given to the Owner, and provided that, within the thirty (30) day period such Owner had not acted to cure such violation or breach. The ARC shall be entitled to levy an assessment for its costs of effecting such cure against the Owner of such Residential Lot. The rights of entry and cure shall be immediate in case of an emergency originating upon or threatening any Residential Lot, whether or not its Owner is present.

The right of the Declarant, or its agents, to enter any of the Lots to perform its obligations and duties under this Declaration, including obligations or duties with respect to construction, maintenance, or repair of the Private Office Access Easement, Private Residential Access Easement or Joint Use Parking Easement, or for the benefit of such Easements. The rights shall be immediate in case of an emergency originating upon or threatening any unit, whether or not its Owner is present.

The right of any Owner, or Owner's representatives, to enter the Residential Lot of any other Owner for purposes of performing installations, alterations, repairs to mechanical or electrical services, including installation of television related underground cables, which are reasonably necessary for the use and enjoyment of his Residential Lot, provided requests for entry are made to Owners (or their representatives) of adjoining Residential Lot of entry upon and access to slopes and drainage ways located upon a Residential Lot when such access is essential for the maintenance or stabilization of slopes or drainage, or both, on such adjoining Residential Lots, provided requests for entry is at a time convenient to the Owner whose Residential Lot is being entered upon. In case of emergency the right of entry shall be immediate.

**ARTICLE 9  
DURATION, MODIFICATION, AND TERMINATION**

**9.1 Duration of Restrictions.** This Declaration shall run with the land, and continue and remain in full force and effect at all times (except as otherwise expressly provided herein with respect to the early sunset of the ARC) with respect to any and all real property now or hereafter made subject to this Declaration (subject, however, to the right to amend and repeal as provided for herein) for a period of thirty (30) years from the date on which this Declaration is recorded. After that time, this Declaration and all covenants, conditions, restrictions, limitations, agreements, and other provisions contained herein shall be automatically extended for successive ten (10) year periods unless this Declaration is revoked by an instrument executed by a majority of the Owners and first Mortgagees (meaning a Mortgagee with first priority over any other Mortgagee) of the Lots and recorded in the Office of the County Recorder in Yolo County, in which case they shall terminate at the expiration of the applicable thirty (30) or ten (10) year term.

**ARTICLE 10  
OWNER'S COVENANTS OF ACCEPTANCE**

**10.1 Constructive Notice And Acceptance.** Every person who now or hereafter owns, occupies, or acquires any right, title, or interest in or to any portion of the Property subject to this Declaration is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction, limitation, and agreement contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said Property.

**10.2 Project Documents.** By its acceptance of a deed to a Lot, each Owner is and shall be conclusively deemed to have examined and accepted this Declaration and any amendments thereof.

**10.3 Leasing of Property, Subject to this Declaration.** Every lease or other agreement for the hire ("lease") of any portion of the Property subject to this Declaration shall be subject to the provisions of this Declaration, and every tenant or occupant of a Lot or a portion thereof shall in all applicable respects comply with the provisions of this Declaration. Every Owner shall:

(a) Include in any agreement for the lease of all or any portion of his Lot a specific provision that said lease is subject to this Declaration, that the tenant or occupant of the Lot will comply with the provisions of this Declaration, and that such provisions are an integral part of the lease; and

(b) Not execute a lease to any portion of the property without complying with the provisions of Section 10.3(a); provided, however, that an Owner's failure to do so shall not diminish the effect of this Declaration with respect to any such lease or tenant.

**ARTICLE 11  
GENERAL PROVISIONS**

**11.1 Approvals.** Any formal or informal consent, approval or permission given by Declarant, the ARC, or any ostensible agent thereof, shall not be construed as consent, approval, or permission by the County or any other government agency entity or authority.

**11.2 Exhibits.** All exhibits are attached hereto and are incorporated herein by this reference.

**11.3 Waiver of Liability.** Neither Declarant nor the ARC, nor the employees, officers, or agents thereof, shall be liable to any Owner, lessee, licensee or occupant of real property subject to this Declaration by reason of any mistake in judgment, nonfeasance, action or inaction, or for the enforcement, or failure to enforce any provision of this Declaration provided such person or entity acted in good faith without willful or intentional misconduct.

Every Owner, lessee, licensee or occupant of such real property by acquiring his interest therein agrees not to bring any action or suit against Declarant or the ARC, nor the employees, officers, or agents thereof, to recover damages from or to seek equitable relief by reason of the foregoing, and each and every Owner, lessee, licensee or occupant hereby waives any right to do so.

**11.4 Enforcement.** During the term of the ARC, the ARC shall have the right, but not the obligation, to enforce the provisions of this Declaration. If the ARC determines that there is a breach or violation of any of the provisions of this Declaration and the ARC fails to act with respect thereto within

thirty (30) days after written demand by any Owner to take such action, then neither Declarant nor the ARC shall have any liability whatsoever which may arise out of or in connection with the ARC failure to so act. Upon any such failure of the ARC to act and/or upon termination of the ARC, any Owner shall then have the right to enforce the provisions of this Declaration. In any action brought by Declarant, the general partner of Declarant, the ARC, or any Owner to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover its attorneys' fee and costs.

**11.5 Amendment.** Prior to the first conveyance, under authority of a final Public Report, of a Residential Lot in the Project, Declarant shall have the unilateral right to amend or revoke this Declaration. After the first conveyance of a Residential Lot, this Declaration shall be amended only upon written approval of sixty-six and two-thirds percent (66 2/3%) of the Owners (based on the number of Lots within the Project and one-vote per Lot). An amendment shall be effective when it has received the required percentage approval and has been recorded in the Office of the County Recorder. The County Recorder shall rely on and record any amendment executed by the minimum number of required Owners or more shall be entitled to rely upon the signature on any one or more of the then Owner of record.

**11.6 Invalidity of Any Provision.** Should any provisions or portion hereof be declared invalid or in conflict with any law of any jurisdiction where the property is stationed, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

**11.7 Mortgage Protected Clause.** Notwithstanding any other provision of this Declaration, it is hereby provided that a breach of any of the conditions contained in this Declaration by the Owner or of any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said Lot or any part thereof

**11.8 Termination of Declarant's Responsibility.** In the event Declarant shall convey all of its right, title, and interest in and to the Property to any partnership, individual, or individuals, corporation or corporations, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and said person shall be obligated to perform all such duties and obligations of the Declarant. Such successor to Declarant shall be included in the definition of Declarant.

**11.9 Owner's Compliance.** Each Owner, tenant, or occupant of a Lot shall comply with the provisions of this Declaration as amended from time to time, and failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover sums due, for damage for injunctive relief or for other relief. Each Owner, tenant or occupant of a Lot shall also comply with all applicable laws, statutes, ordinances, and regulations, and shall defend, indemnify and hold harmless Declarant or the Committee, or both, as the case may be, from any loss, claim, liability or expense, including attorneys' fees, arising out of or in connection with its failure to comply therewith or with the provisions of this Declaration.

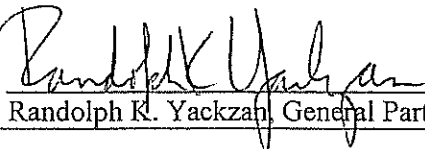
**11.10 Attorneys' Fees.** In the event of any controversy, claim or dispute arises out of or relating to this Declaration or the interpretation of breach thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, costs as determine by the Court.

**11.11 Headings.** Article and Section headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to limit or expand the scope or intent of the particular Article or Section to which each refers.

**11.12 Notices.** Any notice permitted or required herein may be delivered either personally or by mail. If delivery is by mail it shall deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid first class addressed to each

person at the address given by such person to Declarant or addressed to the Lot of such person if no address has been give to Declarant. For purposes of plan submission and providing notice to the ARC, the address shall be 2224 Glacier Drive, Davis, CA 95616.

**IN WITNESS WHEREOF**, the undersigned has executed this Declaration as of the date first above written.

	<p><b>WEST DAVIS ASSOCIATES,</b> <b>a California general partnership</b></p> <p>By:  Randolph K. Yackzan, General Partner</p>
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**LIST OF EXHIBITS**

- Exhibit "A"      Legal Description of Project (Lots 1 through 28)
- Exhibit "B"      Copy of Final Map for Project
- Exhibit "C"      Architectural and Fencing Requirements and Guidelines
- Exhibit "D"      Legal Description of Office Lots 1 and 2
- Exhibit "E"      Legal Description of Adjacent Lots 29 through 37

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

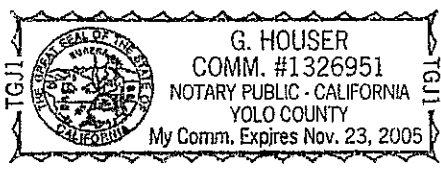
State of California

County of Yolo

On November 3, 2004 before me, G. Houser  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Randolph K. YACKZAN  
Name(s) of Signer(s)

personally known to me – OR –  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.

[Signature]  
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 reattachment of this form to another document.*

**Description of Attached Document**

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

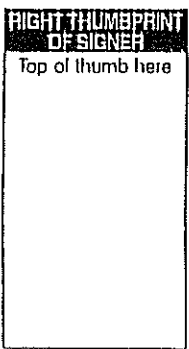
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

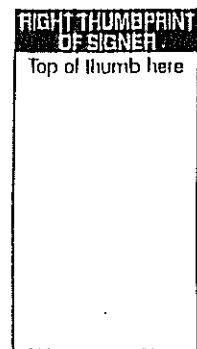
- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

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

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



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT A

DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE STATE OF CALIFORNIA,  
COUNTY OF YOLO, CITY OF DAVIS AND DESCRIBED AS FOLLOWS:

A PORTION OF PARCELS "B" & "C" OF PARCEL MAP NO. 4011, RECORDED IN  
BOOK 10 OF PARCEL MAPS AT PAGES 96 & 97, YOLO COUNTY RECORDS,  
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "C", THENCE  
NORTHERLY ALONG THE EAST LINE OF SAID PARCEL "C", ON THE ARC OF  
A CURVE TO THE LEFT, WITH A RADIUS OF 1034.50 FEET, THROUGH A  
CENTRAL ANGLE OF 02°24'28", FOR AN ARC LENGTH OF 43.47 FEET;  
THENCE NORTH 01°05'38" EAST, 243.44 FEET; THENCE LEAVING SAID EAST  
LINE, NORTH 88°54'22" WEST, 18.09 FEET; THENCE NORTH 09°47'18" WEST,  
2.86 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, WITH A  
RADIUS OF 17.50 FEET, THROUGH A DELTA ANGLE OF 47°14'22", FOR AN  
ARC LENGTH OF 14.43 FEET; THENCE ALONG A COMPOUND CURVE, WITH  
A RADIUS OF 44.00 FEET, THROUGH A DELTA ANGLE OF 38°19'51", FOR AN  
ARC LENGTH OF 29.44 FEET; THENCE SOUTH 78°53'55" WEST, 20.96 FEET;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF  
40.00 FEET, THROUGH A DELTA ANGLE OF 31°55'34", FOR AN ARC LENGTH  
OF 22.29 FEET; THENCE WEST, 415.61 FEET; THENCE SOUTH, 99.00 FEET;  
THENCE ON THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 25.00  
FEET, THROUGH A DELTA ANGLE OF 64°45'07", FOR AN ARC LENGTH OF  
28.25 FEET; THENCE SOUTH 02°39'51" EAST, 30.69 FEET; THENCE ON THE  
ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 25.00 FEET, THROUGH A  
DELTA ANGLE OF 90°00', FOR AN ARC LENGTH OF 39.27 FEET; THENCE  
NORTH 87°20'09" EAST, 13.76 FEET; THENCE SOUTH, 78.74 FEET TO THE  
SOUTH LINE OF SAID PARCEL "B", THENCE ON SAID SOUTH LINE, NORTH  
85°47'06" EAST, 142.98 FEET; THENCE SOUTH 79°49'51" EAST, 341.56 FEET TO  
THE POINT OF BEGINNING.

CONTAINING 3.08 ACRES, MORE OR LESS.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

DATE: APRIL 28, 2004

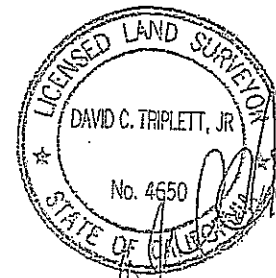
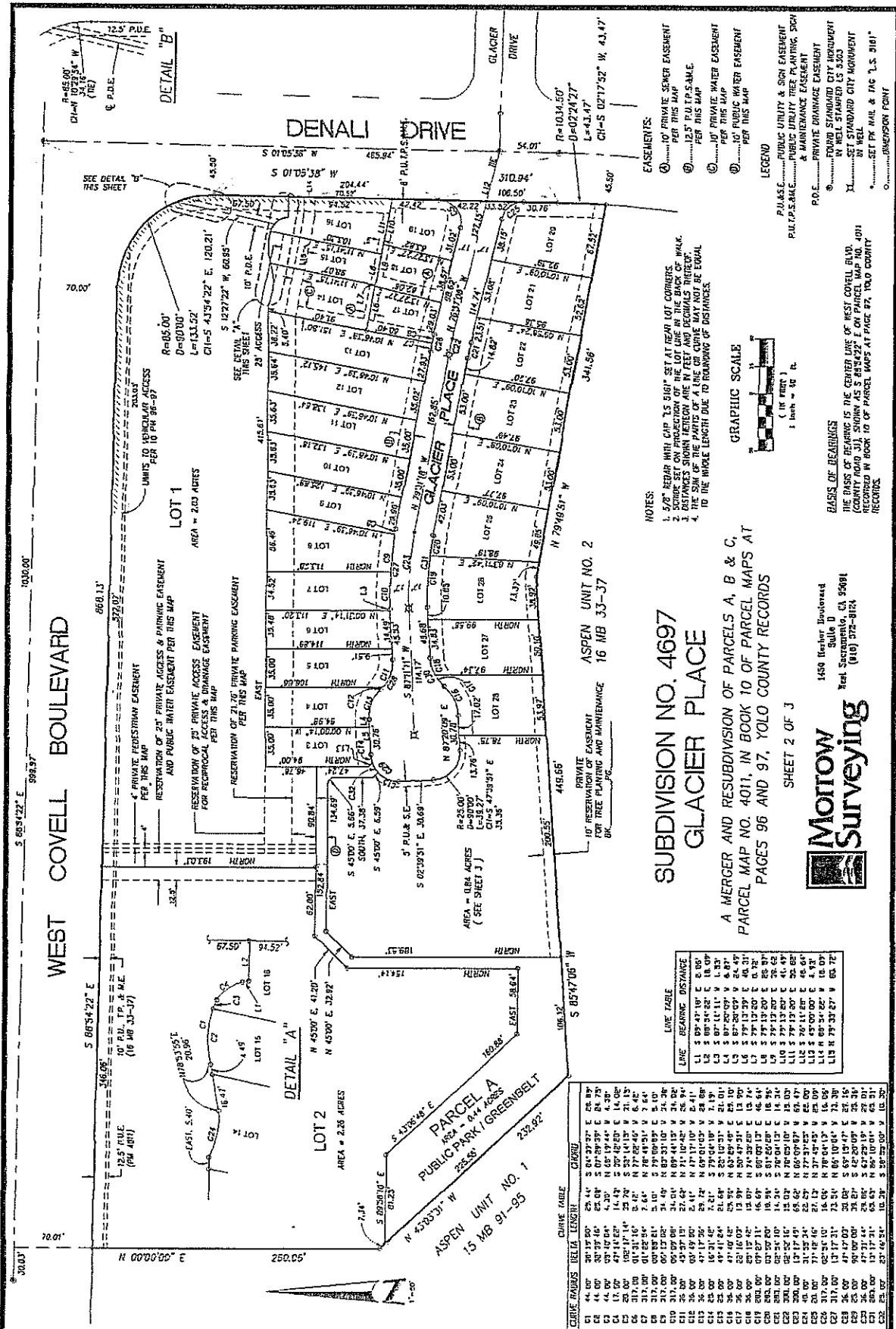




EXHIBIT B



SHEET 2 OF 3

## EXHIBIT C

# ARCHITECTURAL AND FENCING REQUIREMENTS AND GUIDELINES

### DESIGN REVIEW PROCEDURES

Preliminary Review: While not a requirement, it is highly recommended that plans be submitted for preliminary review by submitting drawings to the Glacier Place Architectural Review Committee (ARC) prior to preparation of working drawings. The purpose of this is to allow the opportunity to obtain guidance and recommendations from the Committee before spending substantial time on preparation of working drawings. At the preliminary review stage the Committee may make suggestions as to how the proposed structure may best conform to the Building and Site Standards.

In no event shall any preliminary review be deemed to be final approval authorizing construction of the requested structure or any other improvements.

Documents required at this stage:

1. Site Plan
2. Exterior Elevations
3. Floor Plan

Final Approval: Final approval should be obtained prior to submittal of building permit in case revisions need to be made. Documents required at this stage:

- 1) Working drawings for building elevations and floor plans.
- 2) Site plan indicating location of proposed structures, required porch, walks, driveway and any additional transition zones, as well as required setback and sightlines. Driveway and walk surface materials must be noted.
- 3) Exterior material samples, showing exact materials and colors of siding and trim, roof and any other exterior surface.
- 4) Plans for any proposed fencing.
- 5) Preliminary/conceptual landscape plan.
- 6) Construction schedule

Whether for preliminary review or final approval, your plans will be reviewed by the Committee and you will receive a written response regarding recommendations, requirements and/or approval. You will also be notified if additional information is needed to complete the approval process.

Conceptual landscape plans are required prior to installation of landscaping. The purpose of reviewing the landscape plan is to insure adherence to the landscape guidelines. Play structures, trellis or gazebos located in the rear yards are required to be processed through the ARC.

### **BUILDING AND SITE STANDARDS**

One of the primary goals of the ARC is to insure, to the degree possible, that all structures blend harmoniously with one another. The ARC refrains from dictating style or subjective aesthetics because it feels that variety in the architecture makes a positive contribution to the character of the neighborhood; however, the consistent use of a limited range of colors, materials and design vernacular in the context of architectural variety will give the neighborhood a sense of continuity and harmony. It is therefore required that all buildings and structures conform in a very general sense to their surroundings. Some general requirements are:

- No building may be constructed to height of greater than two stories or thirty feet high
- No concrete block construction may be used for exterior walls
- Roof pitches for main roofs must be between 4 in 12 and 9 in 12
- Main roof ridges should generally run in an east-west direction
- Garage must be placed on the side of the lot indicated on the Subdivision Final Planned Development Map
- The size of the house should be coordinated with the lot size.

All buildings shall be constructed on Lots 3 through 28 in accordance with the requirements of the City of Davis. It is the responsibility of all Lot Owners to research the building setbacks, floor area ratio requirements and all other associated restrictions on their Lots.

### **Energy Considerations**

One of the major concepts in the design of the Glacier Place development is to encourage energy efficient designs. Homes should maximize shadeable south glazing and minimize east west glazing. Homes should use energy conservation products and construction techniques whenever possible. Well-integrated, energy-efficient designs are encouraged. Houses and landscaping should be designed and located so as to not shade solar collection devices of other houses. Summer shading of windows should be planned to allow solar access during the cold season. Deciduous plantings, operable exterior shades, properly sized overhangs and trellis or arbors with removable shading panels all work well for this purpose. Trellises and gazebos must conform to City zoning requirements as they relate to setbacks from property lines.

## Design for Community and Transition Zones

Another basic planning concept utilized in Glacier Place is design which encourages and facilitates community interaction – transition zones, greenbelts, bikepaths, parks, etc. All homes in Glacier Place are required to have a covered front porch, with a minimum space of 6' x 6', excluding any area judged by the Committee to be for circulation. A porch must have a roof, a floor and either a railing or low wall (36" or less) and must be architecturally integrated with the house; a landscape feature such as a patio or gazebo would not fulfill this requirement. Any additional transition zone space is encouraged.

Also in the interest of fostering interaction among neighbors, fencing of any part of the front yard is not allowed. The front yard is defined as the area of the considered to be street side (between front of house and public right of way).

## Building Exteriors

The use of continuous and integrated exterior design around the entire structure is required.

**Exterior Siding:** Acceptable exterior siding materials include stucco, wood siding and shingles. Acceptable colors for all materials, in addition to natural wood, are generally muted, natural tones which should blend easily with each other and with the landscape. However, accent colors which contrast with the main house color and which are used in small areas, such as doors and trim, are encouraged to add diversity and individuality to the homes. All colors shall be approved by the Committee prior to application.

**Windows:** When determining size and placement of windows, take into consideration the following:

Neighbors' backyard privacy. While this is not written as a hard and fast policy, due primarily to the unfeasibility of absolute compliance, the Committee will retain the right to reject a design which has not considered options for minimizing intrusion on visual privacy, such as locating balconies or sliding glass doors in a position in which they overlook a neighbor's backyard.

Again, for reasons of maximizing energy efficiency, south glass is encouraged and east and west glass are discouraged. Provision for cross ventilation is encouraged.

**Roofing:** Concrete clay tile roofing is preferred because of its fire resistance and its longevity. Colors should be in the natural muted color range – gray, terra cotta, brown, and tan. Wood shakes or shingles are acceptable. **The use of Composition roofing may be approved if it is 50 year, architectural grade with a high definition and raised profile and is justified architecturally.** No mansard or sloped tar and gravel roof will be allowed.

Solar collectors or skylights with tilt angles of 46-79 degrees will not be permitted without provision for blocking reflected glare.

Flashings, vents, downspouts and other utility hardware must be painted to match their surroundings.

Exterior lighting as seen from the street or a neighbors' home must be indirect, softened or textured. Floodlights not screened from public and neighbors' view are not permitted. Exterior lights must use bulbs of 40 watts or less. One 25-watt bulb per fixture, maximum, is recommended. All fixtures must have shields or be designed to avoid lighting of the sky.

Any mechanical devices or other utility equipment must be screened from view and must be situated, screened or muffled to prevent noise pollution. Service areas for garbage, garbage containers, lawn equipment storage, clothes drying, bicycle parking, etc., must be screened from view.

Mailbox placement is determined by the Postal Service.

## Fencing Requirements and Guidelines

Fencing requirements and guidelines fall into two categories:

- 1) Permanent fencing which have been initially installed by Declarant:  
Those fences adjacent to Denali Drive and between residential and office lots..
- 2) Fencing of individual lots.

### 1. Permanent Fencing

The fencing designed and built by the developer, located along Denali Drive and adjacent to the greenbelt/bike path and between the residential and office lots, have been designated and built to provide overall design continuity to the neighborhood. It is required that no modifications or alterations be made to these fences. When and if repairs or maintenance are needed for the fencing along Denali Drive and the greenbelt/bike path, they are the responsibility of the homeowner and must be done in a manner that maintains the original designed appearance and construction quality. When and if repairs or maintenance are needed for the fencing between the residential and office lots they are the responsibility of the owner of the office buildings. In the event that a repair is necessary due to the negligence of a person other than the property owner, that person shall be solely responsible for the cost of the repair.

### 2. Fencing of Individual Lots

Front yard fencing is not permitted from the front plane of the home to the back of sidewalk. In the event a front side yard fence is installed, behind the plane of the home, it is required that a gate be installed for access to side yard and ease of access to refuse containers.

Design harmony within the community will be enhanced if everyone uses variations on similar fence styles and materials.

Permitted fencing materials include:

- Vegetation or hedge
- Wood of decay-resistant species (redwood, cedar, etc.)
  - All wood boards to have flat tops (no dog eared or round tops)
- Stucco or wood-sided walls which relate architecturally to the house
- Rustic block or stone which relates architecturally to the house

Fencing materials not permitted include:

- Wood fence boards with dog-eared or round tops
- Chain link
- Aluminum or sheet metal or metal panels
- Plastic or fiberglass materials
- Reed or straw like materials
- Rope or other fibrous stand elements

Design suggestions and guidelines:

Fence posts should be placed no greater than 6' apart and should be of the highest quality material for decay resistance and thus greatest appearance and longevity – (construction heart redwood, pressure-treated fir or metal set in concrete).

No fencing shall exceed 6' in height.

Fences which abut existing walls or fences shall not exceed the height of the existing walls or fences, except heights required by building codes for enclosure of pools or spas.

Fence heights are measured vertically from the average finished grade at the base of the fence. Tops of all fences shall be level. Where terrain is sloped, fence tops shall be stepped to follow slope.

Side and rear yard fences shall be constructed inside of the property line and shall not be constructed on the property line without approval of all lot owners affected.

Structural framing and/or unfinished sides of fences shall not be exposed to any public right of way or greenbelt.

Fences must meet City of Davis guidelines especially relative to the attachment of fences to housing (flashing is required).

## **Sightlines and Landscape Guidelines**

### **Sightlines**

In the original site design for the Glacier Place community, a conscious effort was made, for both aesthetic and safety reasons, to keep a feeling of openness at street intersections. Therefore, the following restriction applies:

1. Sightlines at street intersections: No fence, wall hedge or other planting which obstructs sightlines at elevations between 2 and 6 feet above the roadways, both public and private, shall be placed or permitted to remain on any corner within the triangle formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the street property lines extended.

### **Landscape Guidelines**

The landscaping of each lot is important to the overall appearance of the neighborhood; therefore the following guidelines and requirements have been established.

The front, rear and side yards of each lot shall be cultivated and landscaped in a horticultural manner and shall be maintained in a neat and orderly appearance free of rubbish, trash and other unsightly things. A minimum of 50% of the lot area, exclusive of the house footprint, must be landscaped with natural plants. Plantings of deciduous trees on the south and west sides of homes so as to substantially shade the residence during the summer season is encouraged. A combination of vegetation, trees, shrubs, ground cover, lawn, native vegetation, edible or food-producing plants or other elements or features shall be used. Use of drought-tolerant plants in the landscaping is encouraged. No decorative gravel, rock, lava white stones or other non-growing ground cover may be used in the landscape design for the purpose of covering extensive areas of ground. Berms may be utilized as long as there is no interferences with proper lot drainage.



## EXHIBIT D

### DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE STATE OF CALIFORNIA,  
COUNTY OF YOLO, CITY OF DAVIS AND DESCRIBED AS FOLLOWS:

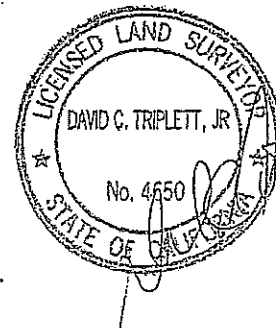
A PORTION OF PARCELS "B" & "C" OF PARCEL MAP NO. 4011, RECORDED IN  
BOOK 10 OF PARCEL MAPS AT PAGES 96 & 97, YOLO COUNTY RECORDS,  
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF PARCEL "A" OF SAID  
PARCEL MAP, THENCE ALONG THE NORTH LINE OF SAID PARCEL "A",  
SOUTH 88°54'22" EAST, 346.06 FEET TO THE NORTHEAST CORNER OF SAID  
PARCEL "A" AND THE POINT OF BEGINNING.; THENCE CONTINUING  
ALONG THE NORTH LINE OF SAID PARCEL "B" & "C" SOUTH 88°54'22" EAST,  
522.07 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A  
RADIUS OF 85.00 FEET, THROUGH A DELTA ANGLE OF 90°00', FOR AN ARC  
LENGTH OF 133.52 FEET; THENCE ALONG THE EAST LINE OF SAID PARCEL  
"C", SOUTH 01°05'38" WEST, 67.50 FEET; THENCE LEAVING SAID EAST LINE,  
NORTH 88°54'22" WEST, 18.09 FEET; THENCE NORTH 09°47'18" WEST, 2.86  
FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS  
OF 17.50 FEET, THROUGH A DELTA ANGLE OF 47°14'22", FOR AN ARC  
LENGTH OF 14.43 FEET; THENCE ALONG A COMPOUND CURVE, WITH A  
RADIUS OF 44.00 FEET, THROUGH A DELTA ANGLE OF 38°19'51", FOR AN  
ARC LENGTH OF 29.44 FEET; THENCE SOUTH 78°53'55" WEST, 20.96 FEET;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF  
40.00 FEET, THROUGH A DELTA ANGLE OF 31°55'34", FOR AN ARC LENGTH  
OF 22.29 FEET; THENCE WEST, 415.61 FEET; THENCE SOUTH, 56.76 FEET;  
THENCE WEST, 90.84 FEET TO THE WEST LINE OF SAID PARCEL "B";  
THENCE ON SAID WEST LINE, NORTH, 203.03 FEET TO THE POINT OF  
BEGINNING.

CONTAINING 2.05 ACRES, MORE OR LESS.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

DATE: APRIL 28, 2004



**EXHIBIT D continued**

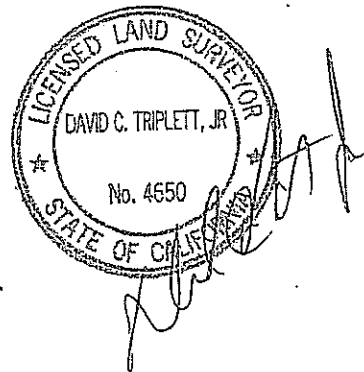
**DESCRIPTION**

ALL THAT REAL PROPERTY SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF YOLO, CITY OF DAVIS, AND IS DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 4011, RECORDED IN BOOK 10 OF PARCEL MAPS AT PAGES 96 & 97, YOLO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF SAID PARCEL A, THENCE FROM SAID POINT OF BEGINNING, SOUTH 88°54'22" EAST, 346.06 FEET TO THE EASTERLY LINE OF SAID PARCEL A; THENCE ON SAID LINE, SOUTH, 193.03 FEET; THENCE LEAVING SAID EAST LINE, WEST, 62.00 FEET; THENCE SOUTH 45°00'00" WEST, 41.20 FEET; THENCE SOUTH, 154.14 FEET; THENCE WEST, 58.64 FEET; THENCE NORTH 43°06'48" WEST, 160.88 FEET; THENCE NORTH 89°58'10" WEST, 81.26 FEET; THENCE NORTH 43°03'31" WEST, 7.34 FEET; THENCE NORTH, 260.06 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 98,461 SQUARE FEET OR 2.260 ACRES, MORE OR LESS.



## EXHIBIT E

### DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF YOLO, CITY OF DAVIS, AND IS DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL A AND B, AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 4011, RECORDED IN BOOK 10 OF PARCEL MAPS AT PAGES 96 & 97, YOLO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL A, THENCE ALONG THE SOUTH LINE OF SAID PARCEL A, SOUTH 85°47'06" WEST, 81.36 FEET TO THE POINT OF BEGINNING, THENCE NORTH, 189.53 FEET; THENCE NORTH 45°00'00" EAST, 32.92 FEET; THENCE EAST, 134.69 FEET; THENCE SOUTH 45°00'00" EAST, 5.66 FEET; THENCE SOUTH, 37.38 FEET; THENCE SOUTH 45°00'00" EAST, 6.59 FEET; THENCE ON THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 49°41'24" FOR AN ARC LENGTH OF 21.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 22°10'51" WEST, 21.01 FEET; THENCE SOUTH 02°39'51" EAST, 30.69 FEET; THENCE ON THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" FOR AN ARC LENGTH OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 47°39'51" EAST, 35.36 FEET; THENCE NORTH 87°20'09" EAST, 13.76 FEET; THENCE SOUTH, 78.75 FEET TO THE SOUTH LINE OF SAID PARCELS A & B, THENCE ON SAID SOUTH LINE, SOUTH 85°47'06" WEST, 200.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.84 ACRES, MORE OR LESS.

