

WHEN RECORDED RETURN TO

DISCOVERY BAY PROPERTY OWNERS ASSN
P.O. Box 666
BYRON, CA. 94514

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DISCOVERY BAY

COVENANTS, CONDITIONS & RESTRICTIONS

----- INDEX -----

RECORDED AT REQUEST OF
Discovery Bay Property Owners Assn
OCT 18 1985

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COUNTY RECORDER
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PAGE ARTICLE TITLE

1 INTRODUCTION

CHAPTER 1 - ADMINISTRATION

- 1-1 1.1: Mutual and Reciprocal Covenants and Agreements
- 1-1 1.2: Discovery Bay Property Owners Association
- 1-2 1.3: Design and Environmental Review Committee (DERC)
- 1-2 1.4: DERC Approval
- 1-3 1.5: Variances
- 1-3 1.6: Enforcement and Remedy
- 1-4 1.7: Amendments
- 1-4 1.8: Duration of Restrictions
- 1-4 1.9: Definition of Terms

CHAPTER 2 - DESIGN

- 2-1 2.1: Dwelling House Design; Materials; Quality and Size
- 2-1 2.2: Workmanship
- 2-2 2.3: Completion of Construction
- 2-2 2.4: Height
- 2-2 2.5: Basements
- 2-2 2.6: Setbacks
- 2-3 2.7: Garages
- 2-4 2.8: Slope Control Areas and Elevation Control Easements
- 2-5 2.9: Berthing Area and Docking
- 2-5 2.10: Docks and Docking Facilities
- 2-6 2.11: Resubdivisions of Lots
- 2-6 2.12: Multiple Unit and Commercial Developments

PAGE ARTICLE TITLE

CHAPTER 3 - SPECIFIC RESTRICTIONS

3-1	3.1:	Only Residential Purposes / Single Family Dwellings
3-1	3.2:	Temporary and Moveable Structures
3-2	3.3:	Front Yards
3-2	3.4:	Exterior Service Yards
3-2	3.5:	Excavations
3-2	3.6:	Fences, Walls, Hedges, Trees and Landscaping
3-4	3.7:	Laundry
3-4	3.8:	Garbage
3-4	3.9:	Permanent Storage
3-5	3.10:	Exterior Lights
3-5	3.11:	Nuisances and Noise
3-5	3.12:	Parking
3-5	3.13:	Signs
3-6	3.14:	Aerials
3-6	3.15:	Auctions
3-7	3.16:	Drilling
3-7	3.17:	Boats and Floating Objects
3-8	3.18:	Hunting
3-8	3.19:	Fishing
3-8	3.20:	Animals
3-8	3.21:	Maintenance, Restoration and Repair of Structure
3-8	3.22:	Aircraft or Balloons

CHAPTER 4 - MISCELLANEOUS

4-1	4.1:	Invalidity
4-1	4.2:	Waiver of Breach
4-1	4.3:	Interpretation
4-1	4.4:	Title Headings
4-1	4.5:	Assignment of Powers
4-2	4.6:	Provision for County to Maintain

BOOK 12570PG 897

R E V I S E D

June 1, 1985

AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

DISCOVERY BAY

THIS DECLARATION is made on the date hereinafter set forth by the DISCOVERY BAY PROPERTY OWNERS ASSOCIATION, a California Nonprofit Corporation, herein called "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is an association representing all property owners of residential subdivision lots within certain real property in the County of Contra Costa, State of California, commonly known as "Discovery Bay"; and

WHEREAS, "Discovery Bay" real property encompasses nearly 2000 acres under a general plan of development, which real property is more particularly described in Exhibits "A" and "B" hereto, which Exhibits and all others referred to in this Declaration are attached to it and are incorporated in it by such reference and made a part of it as if set forth in full; and

WHEREAS, on October 1, 1970, Veronica Development Corporation recorded a "DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS, AGREEMENTS AND CHARGES AFFECTING REAL PROPERTY KNOWN AS DISCOVERY BAY UNIT NUMBER ONE, A RESIDENTIAL SUBDIVISION IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, at Page 283 of Volume 6225 of Official Records of Contra Costa County, said property as described on Exhibit "A", which provided for the creation of a "Discovery Bay Property Owners Association" and a "Design and Environmental Control Committee"; and

WHEREAS, a "Design and Environmental Review Committee" was created by Veronica Development Corporation by recordation of a Declaration on November 12, 1970, at Page 495 of Volume 6253 of the Official Records of Contra Costa County; and

WHEREAS, individual Property Owners created Declarant August 6, 1973 as a California non-profit Corporation, and

WHEREAS, Veronica Development Corporation and its successor Discovery Bay Corporation recorded additional

Declarations affecting "Discovery Bay" as set forth in Exhibit "B" hereto; and

WHEREAS, Veronica Development Corporation and Discovery Bay Corporation as owners and subdividers of Discovery Bay assigned all their rights, powers and duties under each of the said recorded Declarations to the Design and Environmental Review Committee as set forth in a Notice of Assignment recorded March 25, 1976 at Page 251 of Volume 7803 of the Office Records of Contra Costa County; and

WHEREAS, since the original recordation of a Declaration of Covenants, Conditions and Restrictions for "Discovery Bay" substantial development and construction has occurred involving approximately 1200 residential structures and encompassing most of the property described in Exhibits "A" and "B" and

WHEREAS, portions of the real property described in Exhibit "A" and Exhibit "B" are currently owned and being developed by the Hofmann Company, a California corporation, under a general plan that has been approved by Contra Costa County; and

WHEREAS, the Hofmann Company desires to subdivide, improve, develop and sell the remainder of the "Discovery Bay" real property in phases as an interdependent and interrelated community composed of residential dwellings and private facilities for the benefit of the Owners and Residents thereof, as well as the community; and

WHEREAS, the Hofmann Company and Declarant deem it desirable to improve, maintain, and construct the development of a general plan for the protection, maintenance, improvement, development, use, occupancy and enjoyment of the real property described in Exhibit "A" and properties described in Exhibit "B" which are subsequently annexed to "Discovery Bay" and to amend and re-establish Covenants, Conditions and Restrictions identical for all the property for the purpose of enforcing and protecting the value, desirability, and attractiveness of "Discovery Bay"; and

WHEREAS, the property owners have deemed it desirable for the efficient preservation of the value, desirability and attractiveness of "Discovery Bay" to delegate and assign the powers of administering and enforcing the amended Covenants, Conditions and Restrictions to the Declarant.

NOW THEREFORE, Declarant hereby declares that various developers of "Discovery Bay" have established covenants, conditions and restrictions pursuant to the "Discovery Bay" general plan of development for the protection, maintenance, improvement, development, use, occupancy and enjoyment of "Discovery Bay" property owners and have fixed the covenants, conditions and restrictions upon and subject to which all of

BOOK 12570PG 899

"Discovery Bay" and each portion thereof shall be held, used, sold and conveyed. Declarant hereby further declares on behalf of individual owners, two-thirds of whom have consented in writing, that said covenants, conditions and restrictions, as amended, are re-established and ratified and that all "Discovery Bay" residential property shall be held, transferred, sold, and conveyed subject to the covenants, conditions and restrictions hereinafter set forth, to wit:

CHAPTER 1 - ADMINISTRATION

ARTICLE 1.1: MUTUAL AND RECIPROCAL COVENANTS AND AGREEMENTS

All of these covenants, conditions and restrictions shall be made for the direct, mutual and reciprocal protection and benefit of each and every lot shown on the subdivision maps covering the real property described in Exhibit "A", except those lots owned by the Developer until such time as the lot is initially sold and such portions of property described in Exhibit "B" as are annexed, (as Exhibit "B") and shall be intended to create mutual and equitable servitudes upon each of said lots in favor of each other and to create reciprocal rights and obligations between respective owners of all the lots shown and to create a privity of contract and estate between the purchasers of said lots, their heirs, successors in interest and assigns, and shall, as to the owners of each lot, their heirs, successors in interest and assigns, operate as covenants running with the land for the protection and benefit of all other lots in each and every part of "Discovery Bay".

ARTICLE 1.2: DISCOVERY BAY PROPERTY OWNERS ASSOCIATION

A nonprofit corporation, the Discovery Bay Property Owners Association, (hereinafter referred to as the "Declarant" or "Association") has been established, which has for its purpose the doing of any and all things necessary to promote the general welfare of the Residents and Owners of real property located in the area known as "Discovery Bay" or any part thereof.

Ownership of a residential lot shall be the sole qualification for membership and all Discovery Bay Property Owners are automatically members of the Association for as long as they own the property. Membership shall not be transferred, pledged, or alienated in any way except upon the sale of a lot or residence and then only to the purchaser thereof. Any attempt to make a prohibited transfer is void and shall not be reflected on the records of the Association. In the event any owner shall fail or refuse to transfer the membership registered in his name to the purchaser of his lot or residence, the Association shall have the right to record the transfer on the records of the Association. All voting in the Association shall be in accordance with the Bylaws of the Association. The Association may assess its members to cover reasonable administrative expenses (i.e. elections, meetings, legal, office, printing, etc.) incurred by the Association in connection with carrying out its duties under this Declaration. Such assessments, if unpaid as stipulated in the Bylaws, shall constitute a lien against the subject property.

DBP NOTES

BOOK 12570PG 901

ARTICLE 1.3: DESIGN AND ENVIRONMENTAL REVIEW COMMITTEE (DERC)

The Design and Environmental Review Committee (DERC) shall be appointed by the Discovery Bay Property Owners Association (DBPOA) and shall consist of not more than five (5) members. The appointment of such members shall be disclosed by a written document setting forth the fact of the appointment, the names and business addresses of the members, and the period for which they are appointed. Said document shall be signed by the Association, acknowledged before a Notary Public and recorded in the office of the County of Contra Costa, State of California. Committee members shall serve at the pleasure of the Association for a period of two (2) years. Any changes in the membership of the committee shall be similarly acknowledged and recorded. DERC may act by any three (3) of its members, and any authorization, approval or action taken by DERC must be in writing signed by the chairman.

DERC may, at its discretion, require a payment of a fee to accompany plans, specifications, or other documents when deemed warranted by DERC and such documents shall not be considered to have been submitted to DERC, nor shall approval of the same be given, until such fee is received.

In the event DERC fails to approve or disapprove any plan, specification, color scheme, location or other matter involving the Covenants, Conditions and Restrictions within ninety (90) days after submission with all fees, then such plan, specification or matter shall be deemed conclusively approved by the DERC. Provided however, that at any time prior to the end of the ninety (90) day period DERC may extend the period for consideration of such plan, specification or matter for not more than thirty (30) additional days by giving written notice of such extension to the lot owner.

At any time after giving reasonable notice any member or agent of DERC may enter and inspect any lot and the improvements located thereon for the purpose of determining whether such improvements are in compliance with the provisions of this Declaration and the requirements of the DERC.

ARTICLE 1.4: DERC APPROVAL

No structure, tennis court, swimming pool or other improvement shall be constructed or maintained on any lot, or shall any alteration in the exterior of a structure for which it is necessary to secure a permit under any applicable building ordinance or law be made, unless complete plans and specifications thereof showing the exterior design, nature, kind, shape, height, building, material, and color scheme thereof, the general plan of landscaping with special reference to location of proposed tree and hedge planting and kind of tree and hedges, the grading plan, the location and height of

