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BOOK 6225 PAGE 283

DISCOVERY BAY  
COVENANTS AND RESTRICTIONS

RECORDED AT REQUEST OF  
FINANCIAL TITLE COMPANY

OCT -1 1970  
AT 11 O'CLOCK A M  
CONTRA COSTA COUNTY RECORDS

W. T. PAASCH  
COUNTY RECORDER

FEE \$ 24.40

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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

THIS DECLARATION made and dated this 29th day of September, 1970,  
by VERONICA DEVELOPMENT CORPORATION, a California corporation,

WITNESSETH:

WHEREAS, VERONICA DEVELOPMENT CORPORATION, hereinafter called "Declarant", is the owner of real property in the County of Contra Costa, State of California, as shown on a map entitled "DISCOVERY BAY UNIT NUMBER I", said map having been filed in the office of the County Recorder of the County of Contra Costa, State of California, on the 11th day of September, 1968, in Map Book 123 at page 19 through page 36; and

WHEREAS, Declarant intends to sell, and is desirous of selling, certain numbered lots shown on said map; and

WHEREAS, Declarant is desirous of subjecting said real property to the conditions, covenants, restrictions, agreements and charges hereinafter set forth, each and all of which are for the protection and benefit of said property and each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the owner of each and every parcel thereof and his heirs, successors in interest and assigns;

NOW, THEREFORE, Declarant hereby declares that said real property is, and shall be, held, transferred, sold and conveyed subject to the conditions, covenants, restrictions, agreements and charges hereinafter set forth in the various articles of this Declaration, to wit:

ARTICLE I - MUTUAL AND RECIPROCAL COVENANTS AND AGREEMENTS

All of said conditions, covenants, restrictions, agreements and charges shall be made for the direct and mutual and reciprocal protection and benefit of each and every lot shown on said map, as recorded, and shall be intended to create mutual and equitable servitudes upon each of said lots in favor of each other lot shown on said map, and to create reciprocal rights and obligations between respective owners of all of the lots shown on said map 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 shown on said map, 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, Unit Number I.

#### ARTICLE II - DEFINITION OF TERMS

Whenever used in this Declaration, the following terms shall have the following meanings:

- (a) The term "said property" means and refers to the real property shown and described on a certain map entitled "Discovery Bay, Unit Number I", said map having been recorded at and filed in the office of the County Recorder of the County of Contra Costa, State of California, as hereinbefore stated.
- (b) The term "said map" means and refers to that certain map described and defined in Article II. Section (a) of this Declaration.
- (c) The term "lot" means and refers to a numbered subdivision of land delineated and specified on said map and as contained within the respective blocks wherein said property is segregated.
- (d) The term "Public Authority" means and refers to any city, county, state or federal governmental body or agency having competent authority to permit, regulate, enjoin or initiate any improvement or activity on said property hereinbefore described.
- (e) The terms "dwelling house", "structure", "accessory building" and similar expressions mean and refer to the main portion of such structure and all projections therefrom, such as bay, bow or oriel windows, exterior chimneys, covered porches or porticoes and the like, including in the case of dwelling houses, garages, incorporated in and forming a part thereof, but shall not include eaves of such structures nor any open pergola nor any uncovered porch, stoop or steps, the balustrades or sides of which do not extend laterally more than three (3) feet above the level of the first floor of said structure. Unless the context indicates to the contrary, the term "structure" or "structures" includes "dwelling house", "accessory building" and all other buildings of every type.
- (f) The terms "purchasers" and "owners" mean and refer not only to those acquiring title to any lot in fee simple, but also all persons entitled to purchase a lot or lots on said property under outstanding contracts of sale and persons having a possessory interest in any lot or lots as tenants or otherwise, and the heirs, successors in interest and assigns of each of them.
- (g) The term "set back" means and refers to the horizontal distance between the furthest applicable projection of any dwelling house or other structure referred to

- and a given line, street, lot or plot.
- (h) The term "Committee" means and refers to the Design and Environmental Control Committee established by Article XLIX of this Declaration.

#### ARTICLE III - COMMITTEE APPROVAL

No structure nor any tennis court, swimming pool or other improvement shall be constructed or maintained upon any lot, nor 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 therefore, 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 trees and hedges, the grading plan, the location on the lot and type of any mailbox, television antenna or aerial, the location and height of any wall or windbreak and the floor plan of any proposed structure plotted on the lot, shall have been submitted to and approved in writing by the Committee, and a copy of such plans and specifications and other data, as finally approved, deposited with the Committee. Such approval shall be given to those plans, specifications and proposals which the Committee, in its sole discretion, finds to be consistent with the intent of this Declaration and such approval may be given subject to such conditions as the Committee deems necessary to fulfill said intent. Such conditions may include, but are not limited to, a requirement that the pitch, surfacing and color scheme of the roof of any proposed structure shall be of a design and material acceptable to the Committee. Subsequent to approval, no plan, specification, or proposal shall be changed without written consent of the Committee, nor shall any change be made in the exterior color scheme of any structure without such approval. After the expiration of one (1) year from the date of issuance of the building permit by the appropriate Public Authority, authorizing construction or alteration of any structure, or after the expiration of one (1) year from the date of such construction or alteration, whichever is later, the structure or alteration described in such permit shall, as to purchasers and encumbrancers from the owner causing such construction or alteration, be deemed to comply with the provisions of this Declaration, unless, prior to the expiration of such period, notice to the contrary shall have been given to such purchaser or encumbrancer or to a person residing on the lot, or unless legal proceedings shall have been instituted to enforce such compliance.

#### ARTICLE IV - ONLY RESIDENTIAL PURPOSES

No lot, except Lots 33 and 107, in whole or in part, shall be used for anything other than residential purposes. No trade, traffic or business of any kind, whether professional, commercial or industrial, shall be engaged in or carried on upon said property, or any part thereof. Without restricting the generality of the phrases "professional trade, traffic or business", "commercial trade, traffic or business" or "industrial trade, traffic or business", said phrases are also intended to prohibit any use

