

RECORDED AT REQUEST OF
Western Title Guaranty Company
IN OFFICIAL RECORDS OF
NAPA COUNTY, CALIF.
10:45
A.M. OCT 17 1967
VELVA SWAN, County Recorder

AK5805

VOL 774 PAGE 785

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

1400

71019

THIS DECLARATION is made this 6th day of
October 1967, by NESTGATE-ANFAC INC., a
corporation (hereinafter called "Declarant");

WHEREAS, Declarant is the owner of all that
certain real property located in the County of Napa,
State of California described as follows:

All of the land located within the boundaries
of that certain Subdivision Map (hereinafter
called "the Map") entitled "Silverado Unit No. 2B",
recorded on July 31, 1967 in the Office of the
Recorder of the County of Napa in Book 8 of
Maps at pages 77 and 78 and following; and

WHEREAS, Declarant desires to impose upon said
real property covenants, conditions and restrictions in -
accordance with a uniform plan in a manner which will
enhance the value of each and every part thereof and
redound to the mutual benefit of the owners of each and
every part thereof and interest therein; and

WHEREAS, the uniform plan for the property shown
on the Map is part of a larger development plan encompass-
ing all of the property described in Exhibit A, attached
hereto and incorporated herein by reference thereto, of
which the property shown on the Map is a part, all of which
will be benefited by the restrictions imposed upon the
property shown on the Map,

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NOW, THEREFORE, Declarant hereby declares that all of the real property shown on the Map is held and shall be held, conveyed, hypothecated, encumbered and used subject to all of the covenants, conditions and restrictions hereinafter contained which are intended to and shall run with the land for the benefit of every part of the property shown on the Map and every interest therein and shall be binding upon the heirs, successors and assigns of all persons owning all or any part thereof or interest therein.

PART A. DEFINITIONS

A-1. "Lot"

For the purposes hereof, the word "lot" shall mean any numbered lot shown on the Map above described.

A-2. "Homesite"

For the purposes hereof, the word "homesite" shall mean any lot, or any site subsequently created for the purposes of accommodating a residential structure by combining two or more lots or fractions thereof, or subdividing a lot, in accordance with the requirements of all applicable laws, ordinances and regulations.

A-3. "Tract"

For the purposes hereof, the word "tract" shall mean all of the property shown on the Map.

PART B. RESTRICTIONS.

B-1. Land Use.

All homesites in the tract shall be used for

single family residential purposes.

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B-2. Building Type.

No building shall be erected, altered, placed or permitted to remain on any homesite other than one detached single family dwelling not to exceed two stories in height and a private garage; provided, however, that no single family residence exceeding one story in height shall be located on Lots 19 through 47 inclusive. Any structure located on any homesite shall be subject to the Architectural Control provisions hereinafter set forth.

B-3. Ancillary and Appurtenant Structures and Improvements.

Fences, walls, outbuildings and other improvements incidental to permitted residential use of a homesite, may be placed thereon subject to the provisions hereinafter set forth with respect to Architectural Control.

B-4. Temporary Structures.

No temporary buildings, structures, outhouses, sheds, tents or trailers of any kind shall be erected, altered, placed or permitted to remain on any homesite except as expressly otherwise provided herein. One temporary structure or trailer may be erected or placed on any homesite during the period of construction thereon for use as a construction office but in no event as a residence. The temporary construction structure or trailer shall remain upon the homesite only during the period of construction or permanent improvements thereon and must be removed within thirty (30) days after completion of such construction.

B-5. Architectural Control.

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No building, fence, wall, retaining wall, out-building, structure, improvement or ornamental addition shall be placed, erected, altered or maintained upon any homesite, nor shall any ornamental tree or shrub be removed therefrom, unless and until completed plans and specifications therefor and a plot plan showing the location thereof shall have been first approved by the Architectural Control Committee, hereinafter described. In the event the proposed improvement or alteration be one for repainting, decorating or redecorating the exterior of any improvement in a manner affecting only the exterior color thereof, it shall only be necessary to obtain Architectural Control Committee approval of the color scheme prior to commencement of such work.

The approval of the Architectural Control Committee may be withheld upon any of the following grounds:

(a) the work of improvement or alteration shown on the plans and specifications and other exhibits submitted would not comply with any of the specific conditions, covenants and restrictions herein contained; or

(b) the finished or altered improvement proposed as shown by the plans and specifications and other exhibits submitted, is unsatisfactory either in location with respect to the homesite, in finished design or material, in proportions, in architectural style or appropriateness; or

(c) the finished or altered improvement as shown by the plans and specifications and other

exhibits submitted or the homesite after completion thereof, would not be in harmony of exterior design or appearance with the other improvements located within the tract or in the general area or with the topography and grade.

Approval of any plans and specifications shall not be deemed to waive the right of the Architectural Control Committee to object to the same or similar plans or specifications or any feature or element embodied therein, if and when the same plans and specifications or any features or elements embodied therein are submitted for approval for use on other homesites.

B-6. Dwelling Size.

The interior floor area of the main dwelling structure, exclusive of one-story open porches and garages, shall be not less than one thousand eight hundred (1,800) square feet; provided, however, that the Architectural Control Committee may grant exceptions from said requirement upon a showing that a smaller structure proposed would be of such high architectural quality as to justify the exception. The finding of the Architectural Control Committee in this regard shall be binding upon all property subject hereto, the owners of every part thereof and of every interest therein.

B-7. Building Location.

No building shall be located on any homesite nearer than twenty five (25) feet to the front street property line or nearer than fifteen (15) feet to any side .

street property line, or nearer than ten (10) feet to an interior property line, or nearer than twenty (20) feet to a rear property line. In addition to the foregoing, no building shall be located on any homesite nearer than fifty (50) feet to Hillcrest Drive regardless of whether Hillcrest Drive forms the front, side or rear street property line. The setback requirement with respect to Hillcrest Drive shall control over all other building location restrictions established in this paragraph.

In the case of special circumstances, the Architectural Control Committee may, subject to any zoning laws, or regulations of the County of Napa or the Silverado Community Services District, permit variances from the requirements for reserves and setback lines above established to relieve hardship or to do equity, and such variances, when granted in writing, shall be binding upon all property subject hereto, the owners of every part thereof and every interest therein.

B-8. Lot Area and Width.

No residential structures shall be erected, placed or maintained on any homesite that has an area of less than six thousand (6,000) square feet or a width of less than sixty (60) feet at the front building setback line.

B-9. Drainage and Slope Control.

The owner of every homesite must make provision for the control and drainage of waters from his homesite over, along and across the front property line to the street or to existing storm drain systems. It shall be the

responsibility of each owner to control said waters on his homesite so that said waters will flow to the street or to existing storm drain systems and not over adjacent homesites whereby erosion, sliding or nuisance problems may result. Any damages to adjacent homesites resulting from failure to control such drainage shall be the responsibility of the owner of the homesite or homesites from which the damaging waters flow.

B-10. Care of Property.

After purchase of the property but prior to the construction thereon of a residence, the homesite shall be kept free from rubbish and litter.

After construction of a residence upon a homesite, all portions of the homesite not covered by the structure, drives, cement walks, or ornamental rock and which are visible from adjoining property shall be properly cultivated to grow and maintain lawn, shrubs, plants or flowers and shall be kept free from rubbish, litter and weeds.

B-11. Clothes Lines.

All clothes lines shall be hidden from public view.

B-12. Nuisances.

No noxious or offensive activity shall be carried on upon any homesite nor shall anything be done or kept thereon which may be or become an annoyance or nuisance to the owners or occupants of any one or more neighboring homesites. No commercial activity shall be carried on or conducted on any homesite.

B-13. Signs.

No signs, placards, or notices shall be erected, placed, maintained, or permitted to remain on any part of any homesite except that not more than one unilluminated "for sale" or "for rent" sign may be placed on any homesite then held for sale or for rent. No such sign shall exceed eighteen (18) inches in height by twenty-four (24) inches in width or contain more than four hundred thirty-two (432) square inches of display surface area.

B-14. Livestock and Poultry.

No animals, livestock, poultry or fish of any kind shall be raised, bred or kept on any homesite, other than household pets in reasonable numbers; provided, however, that no such pets shall be kept, bred or maintained for any commercial purpose.

B-15. Garbage and Refuse Disposal.

No homesite shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from any adjoining property or any public street except for the minimum period necessary in connection with collection activities.

B-16. Oil and Mining Operations.

No drilling, mineral or hydrocarbon development operations, refining, quarrying, or mining operations of any kind shall be permitted upon or in any homesite, nor

shall wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any homesite. No derrick or other structure designed for use in boring for oil, natural gas, hydrocarbons or minerals shall be erected, maintained or permitted on any homesite.

B-17. Automobiles, Boats and Trailers.

No boat, trailer or commercial vehicles may be parked at any time on any homesite in an area visible from adjoining property or any public street. In addition, no automobile, truck, boat or other equipment may be dismantled, repaired or serviced on any homesite in an area visible from adjoining property or any public street.

B-18. Completion of Construction.

When the construction of any building on any lot is once begun, work thereon must be prosecuted diligently and completed within a reasonable time in a workmanlike manner. No building shall be occupied until completion in accordance with all requirements herein contained.

B-19. Compliance with Laws.

Each owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of federal, state or municipal governments or authorities applicable to use and occupancy, construction and maintenance of the homesites and any improvements thereon.

PART C. ARCHITECTURAL CONTROL COMMITTEE

C-1. Appointment, Tenure and Replacement of Members.

The Architectural Control Committee ("Committee")

is composed of three persons whose names are Mr. E. R. Miller, Mr. Wade H. Dozier, Jr., and Mr. William Brock, all with addresses in care of Westgate-Amfac Inc., at 1600 Atlas Peak Road, Napa, California. Said members shall serve until death, resignation, or their removal as hereinafter provided. Upon the death, resignation or removal of one member, the remaining members shall have full authority to designate a successor. At any time, the record owners of seventy five percent (75%) of the homesites within the tract shall have the power to remove and replace members of the Committee or to withdraw from or restore to the Committee any of its powers and duties, said power to be exercised by a duly recorded written instrument. Upon any change in the membership of the Committee, the remaining members thereof, shall forthwith record a writing identifying the new members and their addresses. No member of the Committee shall be liable to any owner or any member of the public for performance of the functions required to be performed hereunder in good faith. Members of the Committee shall serve without compensation.

C-2. Approval or Disapproval.

The Committee's approval or disapproval shall be given in writing. In the event the Committee fails to disapprove within thirty (30) days after a complete submittal has been made to it, or in any event, if no suit to enjoin or require removal of work of construction, alteration or improvement has been commenced within ninety (90) days after the completion thereof, no approval shall be required and the work of construction, alteration or

improvement so completed shall be conclusively deemed to comply with the terms hereof.

C-3. Estoppel Certificate.

Upon payment of a reasonable fee, not in excess of twenty dollars (\$20) the committee shall provide any owner entitled thereto with a statement in recordable form approving proposed or completed work of construction, improvement or alteration or a statement varying the requirements of the setback provisions herein contained. Said certificate, when duly recorded, shall be binding upon all owners and persons claiming under them in favor of all persons who rely thereon in good faith.

PART D. GENERAL PROVISIONS.

D-1. Duration.

The covenants, conditions and restrictions herein contained are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1987, at which time the same shall be automatically extended for successive periods of five (5) years, unless a majority of the then individual owners of property subject hereto record an instrument terminating these restrictions not more than one (1) year prior to nor later than the commencement of any such five (5) year period. Any such termination shall take effect upon expiration of the period during which it is given.

D-2. Enforcement.

In the event the owner of any homesite or part thereof or interest therein violates any provision hereof,

the owner of any other homesite or part thereof or interest therein (including Declarant) may bring any appropriate proceeding at law or in equity against the defaulting owner to enforce specific compliance with this declaration and the provisions herein contained, or to recover damages for such violation as may have been incurred by the plaintiff owner in such proceeding or action. The successful plaintiff in any such action may recover a reasonable attorneys' fee fixed by the court in addition to any other relief awarded. Failure by Declarant or by any other property owner or owners, or their representatives, heirs, successors, or assigns, to enforce any of the covenants, restrictions, reservations, easements or charges herein contained shall in no event be deemed a waiver of the right to do so thereafter unless otherwise herein provided. Nothing contained in any provision of this Declaration of Restrictions shall be understood or construed to prevent the placement, erection, maintenance or operation by Declarant, its duly authorized agent, licensee, or any public body or public utility corporation upon any part of said property owned or controlled by Declarant, of any equipment, structure, building, sign or business related to or connected with the subdivision, development or sale of the real property described or any part thereof, or used by any public utility serving any part of said real property. Declarant hereby reserves, and Declarant, its duly authorized agent, licensee, or such public utility corporation, shall have the express right and authority to place, erect, maintain and operate any such equipment, structure, building, sign

or business; provided, however, Declarant's right to continue such activity shall expire on December 31, 1970.

D-3. Association.

By written instrument duly executed, acknowledged and recorded, the record owners of seventy-five percent (75%) of the homesites in the tract may form an association empowered to enforce, as agent for the owners, all of the provisions hereof.

D-4. Subordination.

All the conditions, covenants, restrictions set forth in this Declaration shall be subject and subordinate to any recorded first mortgage or first deed of trust (meaning a mortgage or deed of trust having first priority over other mortgages or deeds of trust) contracted in good faith and for value at any time executed with respect to any part of said property, and the breach of any such conditions, covenants, restrictions or reservations shall not defeat the lien of any such mortgage or deed of trust; provided, however, that the purchaser at any foreclosure sale under any such mortgage or deed of trust and at any trustee's sale under any such deed of trust, his or its successors and assigns, shall take and thereafter hold the title subject to all of the conditions, covenants and reservations set forth herein.

D-5. Partial Invalidity.

In the event any covenant, restriction, or reservation herein contained is held or declared to be invalid or unenforceable in whole or in part, by any order, judgment

or decree of any Court or other authority, then such decision shall in no wise affect the validity of the other covenants, restrictions or reservations herein contained, and they shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this instrument this 6th day of October, 1967.

WESTGATE-AMFAC INC.

By [Signature]
Its Executive Vice President



EXHIBIT A

All lands in the County of Napa vested of record in Westgate-Amfac Inc. (formerly Westgate Factors Limited) on the date hereof.

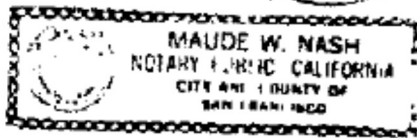
STATE OF CALIFORNIA }
City and County of San Francisco } ss.

On this 6th day of October, 1967, before me,
Maude W. Nash, a Notary Public in
and for the City and County of San Francisco, State of
California, residing therein, duly commissioned and
sworn, personally appeared E. W. Westgate, known to me
to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the
same.

IN WITNESS WHEREOF, I have hereunto affixed my
hand and official seal the day and year last hereinabove
written.



Maude W. Nash *Maude W. Nash*
Notary Public
in and for the City and County of
San Francisco, State of California
My commission expires October 14th 1970



END OF DOCUMENT

AL 9930

RECORDED AT REQUEST OF	
Western Title Guaranty Company	
IN OFFICIAL RECORDS OF	
NAPA COUNTY, CALIF.	
11:35 AM	OCT 4 1968
VELVA SWAN, County Recorder	

13.20

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, is made this 3rd day of October 1968, by AMFAC SILVERADO CORP., a corporation (hereinafter called "Declarant");

WHEREAS, Declarant is the owner of all that certain real property located in the County of Napa, State of California described as follows:

All of the land located within the boundaries of that certain Subdivision Map (hereinafter called "the Map") entitled "Silverado Unit No. 20", recorded on August 22, 1968 in the Office of the Recorder of the County of Napa in Volume 9 of Maps at page 21 and

WHEREAS, Declarant desires to impose upon said real property covenants, conditions and restrictions in accordance with a uniform plan in a manner which will enhance the value of each and every part thereof and redound to the mutual benefit of the owners of each and every part thereof and interest therein; and

WHEREAS, the uniform plan for the property shown on the Map is part of a larger development plan encompassing all of the property described in Exhibit A, attached hereto and incorporated herein by reference thereto, of which the property shown on the Map is a part, all of which will be benefited by the restrictions imposed upon the property shown on the Map.

Indexed _____ Compared _____ Paged _____

NOW THEREFORE, Declarant hereby declares that all of the real property shown on the Map is held and shall be held, conveyed, hypothecated, encumbered and used subject to all of the covenants, conditions and restrictions hereinafter contained which are intended to and shall run with the land for the benefit of every part of the property shown on the Map and every interest therein and shall be binding upon the heirs, successors and assigns of all persons owning all or any part thereof or interest therein.

PART A. DEFINITIONS

A-1. "Lot"

For the purposes hereof, the word "lot" shall mean any numbered lot shown on the Map above described.

A-2. "Homesite"

For the purposes hereof, the word "homesite" shall mean any lot, or any site subsequently created for the purposes of accommodating a residential structure by combining two or more lots or fractions thereof, or subdividing a lot, in accordance with the requirements of all applicable laws, ordinances and regulations.

A-3. "Tract"

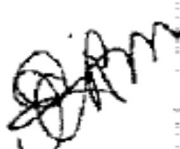
For the purposes hereof, the word "tract" shall mean all of the property shown on the Map.

PART B. RESTRICTIONS.B-1. Land Use.

All homesites in the tract shall be used for single family residential purposes.

B-2. Building Type.

No building shall be erected, altered, placed or permitted to remain on any homesite other than one detached single family dwelling not to exceed two stories in height and a private garage; ~~provided, however, that~~
~~single family residence exceeding one story in~~
~~height shall be located on lots 1 through 10 inclusive.~~
~~Any structure located on any homesite shall be subject~~
~~to the Architectural Control provisions hereinafter set~~
~~forth.~~


B-3. Ancillary and Appurtenant Structures and Improvements.

Fences, walls, outbuildings and other improvements incidental to permitted residential use of a homesite, may be placed thereon subject to the provisions hereinafter set forth with respect to Architectural Control.

B-4. Temporary Structures.

No temporary buildings, structures, outhouses, sheds, tents or trailers of any kind shall be erected, altered, placed or permitted to remain on any homesite except as expressly otherwise provided herein. One temporary structure or trailer may be erected or placed on any homesite during the period of construction thereon for use as a construction office but in no event as a residence. The temporary construction structure or trailer shall remain upon the homesite only during the

period of construction or permanent improvements thereon and must be removed within thirty (30) days after completion of such construction.

B-5. Architectural Control.

No building, fence, wall, retaining wall, outbuilding, structure, improvement or ornamental addition shall be placed, erected, altered or maintained upon any homesite, nor shall any ornamental tree or shrub be removed therefrom, unless and until completed plans and specifications therefor and a plot plan showing the location thereof shall have been first approved by the Architectural Control Committee, hereinafter described. In the event the proposed improvement or alteration be one for repainting, decorating or redecorating the exterior of any improvement in a manner affecting only the exterior color thereof, it shall only be necessary to obtain Architectural Control Committee approval of the color scheme prior to commencement of such work.

The approval of the Architectural Control Committee may be withheld upon any of the following grounds:

(a) the work of improvement or alteration shown on the plans and specifications and other exhibits submitted would not comply with any of the specific conditions, covenants and restrictions herein contained; or

(b) The finished or altered improvement proposed as shown by the plans and specifications and other exhibits submitted, is unsatisfactory

B-7. Building Location.

No building shall be located on any homesite nearer than twenty five (25) feet to the front street property line or nearer than fifteen (15) feet to any side street property line, or nearer than ten (10) feet to an interior property line, or nearer than twenty (20) feet to a rear property line. In addition to the foregoing, no building shall be located on any homesite nearer than fifty (50) feet to Hillcrest Drive regardless of whether Hillcrest Drive forms the front, side or rear street property line. The setback requirement with respect to Hillcrest Drive shall control over all other building location restrictions established in this paragraph.

In the case of special circumstances, the Architectural Control Committee may, subject to any zoning laws, or regulations of the County of Napa or the Silverado Community Services District, permit variances from the requirements for reserves and setback lines above established to relieve hardship or to do equity, and such variances, when granted in writing, shall be binding upon all property subject hereto, the owners of every part thereof and every interest therein.

B-8. Lot Area and Width.

No residential structures shall be erected, placed or maintained on any homesite that has an area of less than six thousand (6,000) square feet or a width of less than sixty (60) feet at the front building setback line.

B-9. Drainage and Slope Control.

The owner of every homesite must make provision

for the control and drainage of waters from his homesite over, along and across the front property line to the street. It shall be the responsibility of each owner to control said waters on his homesite so that said waters will flow to the street and not over adjacent homesites whereby erosion, sliding or nuisance problems may result. Any damages to adjacent homesites resulting from failure to control such drainage shall be the responsibility of the owner of the homesite or homesites from which the damaging waters flow.

B-10. Care of Property.

After purchase of the property but prior to the construction thereon of a residence, the homesite shall be kept free from rubbish and litter.

After construction of a residence upon a homesite, all portions of the homesite not covered by the structure, drives, cement walks, or ornamental rock and which are visible from adjoining property shall be properly cultivated to grow and maintain lawn, shrubs, plants or flowers and shall be kept free from rubbish, litter and weeds.

B-11. Clothes Lines.

All clothes lines shall be hidden from public view.

B-12. Nuisances.

No noxious or offensive activity shall be carried on upon any homesite nor shall anything be done or kept thereon which may be or become an annoyance or nuisance to the owners or occupants of any one or more neighboring homesites. No commercial activity shall be carried on or conducted on any homesite.

B-13. Signs.

No signs, placards, or notices shall be erected, placed, maintained, or permitted to remain on any part of any homesite except that not more than one unilluminated "for sale" or "for rent" sign may be placed on any homesite then held for sale or for rent. No such sign shall exceed eighteen (18) inches in height by twenty-four (24) inches in width or contain more than four hundred thirty-two (432) square inches of display surface area.

B-14. Livestock and Poultry.

No animals, livestock, poultry or fish of any kind shall be raised, bred or kept on any homesite, other than household pets in reasonable numbers; provided, however, that no such pets shall be kept, bred or maintained for any commercial purpose.

B-15. Garbage and Refuse Disposal.

No homesite shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from any adjoining property or any public street except for the minimum period necessary in connection with collection activities.

B-16. Oil and Mining Operations.

No drilling, mineral or hydrocarbon development operations, refining, quarrying, or mining operations of any kind shall be permitted upon or in any homesite, nor

shall wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any homesite. No derrick or other structure designed for use in boring for oil, natural gas, hydrocarbons or minerals shall be erected, maintained or permitted on any homesite.

B-17. Automobiles, Boats and Trailers.

No boat, trailer or commercial vehicles may be parked at any time on any homesite in an area visible from adjoining property or any public street. In addition, no automobile, truck, boat or other equipment may be dismantled, repaired or serviced on any homesite in an area visible from adjoining property or any public street.

B-18. Completion of Construction.

When the construction of any building on any lot is once begun, work thereon must be prosecuted diligently and completed within a reasonable time in a workmanlike manner. No building shall be occupied until completion in accordance with all requirements herein contained.

B-19. Compliance with Laws.

Each owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of Federal, State or Municipal governments or authorities applicable to use and occupancy, construction and maintenance of the homesites and any improvements thereon.

PART C. ARCHITECTURAL CONTROL COMMITTEE

C-1. Appointment, Tenure and Replacement of Members.

The Architectural Control Committee ("Committee") is composed of three persons whose names are Mr. E. R. Miller, Mr. Wade H. Dozier, Jr., and Mr. William Brock

all with addresses in care of Amfac Silverado Corp., at 1600 Atlas Peak Road, Napa, California. Said members shall serve until death, resignation, or their removal as hereinafter provided. Upon the death, resignation or removal of one member, the remaining members shall have full authority to designate a successor. At any time, the records owners of seventy five percent (75%) of the homesites within the tract shall have the power to remove and replace members of the Committee or to withdraw from or restore to the Committee any of its powers and duties, said power to be exercised by a duly recorded written instrument. Upon any change in the membership of the Committee, the remaining members thereof, shall forthwith record a writing identifying the new members and their addresses. No member of the Committee shall be liable to any owner or any member of the public for performance of the functions required to be performed hereunder in good faith. Members of the Committee shall serve without compensation.

C-2. Approval or Disapproval.

The Committee's approval or disapproval shall be given in writing. In the event the Committee fails to disapprove within thirty (30) days after a complete submittal has been made to it, or in any event, if no suit to enjoin or require removal of work of construction, alteration or improvement has been commenced within ninety (90) days after the completion thereof, no approval shall be required and the work of construction, alteration or improvement so completed shall be conclusively deemed to comply with the terms hereof.

C-3. Estoppel Certificate.

Upon payment of a reasonable fee, not in excess of twenty dollars (\$20) the Committee shall provide any owner entitled thereto with a statement in recordable form approving proposed or completed work of construction, improvement or alteration or a statement varying the requirements of the setback provisions herein contained. Said certificate, when duly recorded, shall be binding upon all owners and persons claiming under them in favor of all persons who rely thereon in good faith.

PART D. GENERAL PROVISIONS.

D-1. Duration.

The covenants, conditions and restrictions herein contained are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1987, at which time the same shall be automatically extended for successive periods of five (5) years, unless a majority of the then individual owners of property subject hereto record an instrument terminating these restrictions not more than one (1) year prior to nor later than the commencement of any such five (5) year period. Any such termination shall take effect upon expiration of the period during which it is given.

D-2. Enforcement.

In the event the owner of any homesite or part thereof or interest therein violates any provision hereof, the owner of any other homesite or part thereof or interest therein (including Declarant) may bring any appropriate proceeding at law or in equity against the defaulting owner

to enforce specific compliance with this declaration and the provisions herein contained, or to recover damages for such violation as may have been incurred by the plaintiff owner in such proceeding or action. The successful plaintiff in any such action may recover a reasonable attorneys fee fixed by the court in addition to any other relief awarded. Failure by Declarant or by any other property owner or owners, or their representatives, heirs, successors, or assigns, to enforce any of the covenants, restrictions, reservations, easements or charges herein contained shall in no event be deemed a waiver of the right to do so thereafter unless otherwise herein provided. Nothing contained in any provision of this Declaration of Restrictions shall be understood or construed to prevent the placement, erection, maintenance or operation by Declarant, its duly authorized agent, licensee, or any public body or public utility corporation upon any part of said property owned or controlled by Declarant, or any equipment, structure, building, sign or business related to or connected with the subdivision, development or sale of the real property described or any part thereof, or used by any public utility serving any part of said real property. Declarant hereby reserves, and Declarant, its duly authorized agent, licensee, or such public utility corporation, shall have the express right and authority to place, erect, maintain and operate any such equipment, structure, building, sign or business; provided, however, Declarant's right to continue such activity shall expire on December 31, 1970.

D-3. Association.

By written instrument duly executed, acknowledged and recorded, the record owners of seventy-five percent (75%) of the homesites in the tract may form an association empowered to enforce, as agent for the owners, all of the provisions hereof.

D-4. Subordination.

All the conditions, covenants, restrictions set forth in this Declaration shall be subject and subordinate to any recorded first mortgage or first deed of trust (meaning a mortgage or deed of trust having first priority over other mortgages or deeds of trust) contracted in good faith and for value at any time executed with respect to any part of said property, and the breach of any such conditions, covenants, restrictions or reservations shall not defeat the lien of any such mortgage or deed of trust; provided, however, that the purchaser at any foreclosure sale under any such mortgage or deed of trust and at any trustee's sale under any such deed of trust, his or its successors and assigns, shall take and thereafter hold the title subject to all of the conditions, covenants and reservations set forth herein.

D-5. Partial Invalidity.

In the event any covenant, restriction, or reservation herein contained is held or declared to be invalid or unenforceable in whole or in part, by any order, judgment or decree of any Court or other authority, then such decision shall in no wise affect the validity of the

other covenants, restrictions or reservations herein contained, and they shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this instrument this 3rd day of October, 1968.

AMFAC SILVERADO CORP.,

By E. R. Miller
Its Vice President



STATE OF CALIFORNIA,

County of Napa } ss.

ON THIS 3rd day of October, A. D., 19 68, before me

the undersigned

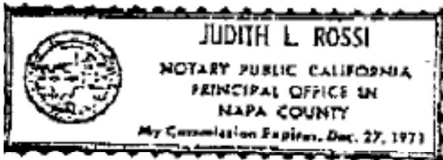
a Notary Public in and for said County and State, personally appear

E. R. Miller

Vice - President, known to me to be

of the AMFAC SILVERADO CORP

the Corporation that executed the within Instrument, known to me to be a person who executed the within Instrument, on behalf of the Corporation, there named, and acknowledged to me that such Corporation executed the same.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year in this certificate first above written.

Judith L. Rossi

Notary Public in and for said County and State.

EXHIBIT A

All lands in the County of Napa vested of record in Amfac Silverado Corp., (formerly Westgate-Amfac, Inc., and formerly Westgate Factors Limited) on the date hereof.

END OF DOCUMENT