

RETURN TO:

70- 94990

Transamerica Title Insurance Company  
1525 Webster Street  
Oakland, California 94612  
SUBDIVISION DEPARTMENT

DECLARATION

OF

COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by TRANSAMERICA TITLE INSURANCE COMPANY, a California corporation a corporation, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in \_\_\_\_\_  
City of Union City, County of Alameda,  
State of California, which is more particularly described as all  
lots as shown on the subdivision map of Tract 3204, filed in  
the office of the County Recorder of Alameda County,  
California, on August 20, 19 70, in Map Book 65 at  
page 77 to 79 incl.

NOW, THEREFORE, Declarant hereby declares that all of the  
properties described above shall be held, sold, and conveyed  
subject to the following easements, restrictions, covenants, and  
conditions, which are for the purpose of enhancing and protecting  
the value, attractiveness, and desirability of, and which shall run  
with, the real property and be binding on all parties having any  
right, title or interest in the described properties or any part  
thereof, their heirs, successors, and assigns, and shall inure to  
the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to \_\_\_\_\_  
Contempo Homeowners Association, its successors and  
assigns.

RECORDED at REQUEST OF  
Transamerica Title Ins. Co.  
At 9 A.M.

SEP - 2 1970

OFFICIAL RECORDS OF  
ALAMEDA COUNTY, CALIFORNIA  
**JACK G. BLUE**  
COUNTY RECORDER

Handwritten initials and numbers: "40" and "70"

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The common area to be owned by the Association at the time of the conveyance of the first lot is Lot A of the tract hereinabove described.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

Section 6. "Declarant" shall mean and refer to Transamerica Title Insurance Company, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the declarant for the purpose of development.

Section 7. "Mortgage" shall mean and include a deed of trust as well as a mortgage in the conventional sense.

Section 8. "Mortgagee" shall mean and include a beneficiary under or holder of a deed of trust as well as a mortgagee.

Section 9. "Member" shall mean and refer to every person or entity who holds membership in the Association.

## ARTICLE II

### ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property shall require the assent of two-thirds of the Class A members and two-thirds of

the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds of the Class A membership or two-thirds of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 2. If within three years after the issuance of the most recent Final Subdivision Public Report of the California Commissioner of Real Estate pertaining to the properties or to the lands to be annexed pursuant to this section the declarant should develop additional lands within the area adjacent to the properties, such additional lands may be annexed to said properties without the assent of the Class A members; provided, however, that the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development. If either the Federal Housing Administration or the Veterans Administration determines that such detailed plans are not in accordance with the general plan on file and either

agency so advises the Association and the declarant, the development of the additional lands must have the assent of two-thirds of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. At this meeting, the presence of members or of proxies entitled to cast sixty percent of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

### ARTICLE III

#### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations, after notice and hearing.

(c) the right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Easements of Encroachment.

(a) There shall be reciprocal appurtenant easements of encroachment as between each lot and such portion or portions of the common area adjacent thereto and/or as between adjacent lots due to the unwillful placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of the restrictions) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each lot and the adjacent portion of the common area or as between said adjacent lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an owner, tenant or the Association.

(b) There shall be reciprocal appurtenant easements for the maintenance and repair of a party wall or walls.

Section 4. Master Television Antennas. To avoid the necessity of a separate television antenna for each lot, master antennas shall be located upon certain lots through the properties with connections thereto being located within or upon the roof structure of the

various residences. Said antennas and connections shall be maintained in good order and repair by the Association. To the extent required to effectuate the foregoing plan, there shall be an easement in favor of each lot for the purpose of providing connection of that lot with the master antenna most convenient thereto. Each lot shall be subject to easements in favor of all the other lots providing for the passage through the roof structure of television connections from all of said lots to the master antenna most convenient thereto. Each lot shall be subject to a further easement for the placement thereon by the Association of a master antenna and appurtenances. All of the foregoing easements are granted and reserved subject to the condition that their use and enjoyment shall not interfere with the use, occupancy or enjoyment of all or any part of the lot servient to them or to which they are appurtenant.

Section 5. Other Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded map. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, or if in a common area by the Association, except for those improvements for which a public authority or utility company is responsible.

(b) No dwelling unit and/or other structure of any kind shall be built, erected or maintained upon any such easement, reservation, or right of way, and said easements, reservations and

rights of way shall, at all times be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing or servicing such utilities and quasi-utilities, and to declarant, its successors or assigns, all of whom shall have the right to ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations, and rights of way are hereby reserved, and may hereafter be reserved.

Section 6. No Partition. There shall be no judicial partition of the common area, nor shall grantor or any person acquiring any interest in the properties or any part thereof seek any judicial partition thereof; provided, however, that if any lot shall be owned by two or more co-tenants as tenants in common, or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants.

## ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to any and may not be separated from ownership of any lot.

Section 2. The Association shall have two classes of voting membership as follows:

Class A. Class A members shall be all owners with the exception of the declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) three years after the date of issuance of the most recent Final Subdivision Public Report by the Real Estate Commissioner of the State of California pertaining to the real property first described in this Declaration of Covenants, Conditions and Restrictions; or
- (c) six years from the date of the sale of the first lot by declarant.



ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2: Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the common area, and of the homes situated upon the properties. Water in subject subdivision will be furnished by means of a master meter system, therefore such portion of the assessment as is devoted to the payment of water charges must be segregated and not commingled with the other assessment funds. Said annual assessments shall include and the association shall acquire and pay for out of the funds derived from said annual assessments the following:

- (a) Water, sewer, electrical, lighting, telephone and gas and other necessary utility service for the common area.

(b) Maintenance and repair of storm drains, sanitary sewers and private driveways lying within the common area.

(c) Water service and maintenance and repair of television antenna systems for all the homes situated upon the properties.

(d) Fire insurance covering the full insurable replacement value of the common area with a minimum of extended coverage

(e) Liability insurance insuring the Association against any liability to the public or to any owner, their invitees or tenants incident to their occupation and/or use of the common area and the lots in a combined personal injury and property damage coverage of liability not less than \$1,000,000.00 for each occurrence (such limits and coverage to be reviewed at least annually by the Association and increased in its discretion).

(f) Workmen's Compensation Insurance to the extent necessary to comply with any applicable laws, and any other insurance deemed necessary by the Board of Directors of the Association.

(g) Standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in the minimum sum of \$1,000.00 or in such greater amounts as the Board of Directors may determine from time to time.

(h) Painting, maintenance, repair, replacement and all landscaping of the common area, and such furnishings and equipment for the common area, as the Association shall determine are necessary and proper, including but without limiting the generality of the foregoing, all equipment, furnishings, and personnel

for the recreational areas necessary or proper for the use thereof, and the facilities thereon by the owners for recreational purposes and the Association shall have the exclusive right and duty to acquire the same.

(i) Painting, maintenance and nonstructural repair of the exterior surfaces of the residences, as the Association shall deem necessary and proper, including but without limitation, replacement of trim, caulking and other repairs of the roof covers, and other miscellaneous repairs, not of a structural nature. Such exterior maintenance shall not include glass surfaces.

(j) Landscape planting (including irrigation) and maintenance service for the common areas; provided, however, that all landscaping inside patio or yard areas of any lot shall be provided and maintained by the owner thereof.

(k) Removal and replacement of any part of a patio or fence that extends into the common area under authority of an easement when access to a utility line underneath such patio or fence is requested by any utility company.

(l) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay for pursuant to the terms of these restrictions or by law or which in the opinion of the Association's Board of Directors shall be necessary or proper for the operation of the common area, or for the benefit of the lot owners, or for the enforcement of these restrictions.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be Thirty Five Dollars (\$35.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 3% by the vote or written assent of 51% of each class of members.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capitol Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capitol improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 51% of each class of members.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4. Any action authorized under section 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting but such vote is less than the requisite 51% of each class of members, members who were not present in person or by proxy may give their assent in writing.

Section 6. Uniform Rate of Assessment. Except as provided in Article VIII, Section 2 hereof, both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments:  
Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum. In the event of a default or defaults in payment of any assessment and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation as follows:

(a) By suit or suits at law to enforce each such assessment obligation. Any judgment rendered in any such action shall include where permissible under any

law, a sum for reasonable attorney fees in such amount that the court may adjudge against such defaulting owner. Upon full satisfaction of any such judgment, it shall be the duty of the Association by any authorized officer thereof to execute and deliver to the judgment debtor an appropriate satisfaction thereof.

(b) At any time within ninety (90) days after the delinquency of any assessment, the Association may give a notice to the defaulting owner, which said notice shall state the date of the delinquency, the amount of the delinquency, and the interest charge for such delinquency, and make a demand for payment thereof. If such delinquency and interest is not paid within ten (10) days after delivery of such notice, the Association may elect to file a claim of lien against the lot of such delinquent owner. Such claim of lien shall state (1) the name of the delinquent owner or reputed owner, (2) a description of the lot against which claim of lien is made, (3) the amount claimed to be due and owing (with any proper offset allowed), (4) that the claim of lien is made by the Association pursuant to the terms of these restrictions (giving the date of execution and the date, book and page reference of the recording hereof in the Office of the Recorder of the County of Alameda), and (5) that a lien is claimed against said described lot in an amount equal to the amount of the stated delinquency plus interest. Any such claim of lien shall be signed and acknowledged by an authorized officer of the Association. Upon recordation of a duly executed original or copy of such claim of lien by the

Recorder of the County : Alameda, the lien claimed therein shall immediately attach and become effective subject only to limitations hereinafter set forth. Each delinquency shall constitute a separate basis for a claim of lien or a lien. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a mortgage under power of sale. In the event such foreclosure is by action in court, reasonable attorney's fees shall be allowed to the extent permitted by law. In the event the foreclosure is as in the case of a mortgage under power of sale, any authorized officer of the Association conducting said sale shall be entitled to actual expenses and such fees as may be allowed by law or as may be prevailing at the time the sale is conducted. A certificate of sale shall be executed and acknowledged by any authorized officer of the Association or by the person conducting the sale. A deed upon foreclosure shall be executed in like manner.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE VI

## ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein, including replanting, be made until the plans and specifications showing the nature, kind, shape, height, materials, colors, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE VII

## PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.



Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners, thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omission.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

#### ARTICLE VIII

##### OBLIGATION TO REBUILD

Section 1. Any owner which has suffered damage may apply to the Board of Directors for reconstruction, rebuilding or repair of his residence in a manner which will provide for an exterior appearance and design different than that which existed prior to the date of the casualty. Application for such approval shall be made in writing together with full and complete plans, specifications, working drawings and elevations showing the proposed reconstruction and the end result thereof. The Board of Directors shall grant such approval only if the design proposed by the owner would result in a finished residence in harmony of exterior design with other residences on the

properties, and the owner shall have deposited with the insurance trustee any additional moneys required to complete reconstruction in such changed manner. Failure of the Board of Directors to act within sixty (60) days after receipt of such a request in writing coupled with drawings and plot plans showing the full and complete nature of the proposed change shall constitute approval thereof.

(1) In any event, the owner or owners of any damaged residence and the Board of Directors shall be obligated to proceed with all due diligence hereunder and commence reconstruction within three (3) months after the damage occurs and complete reconstruction within six (6) months after the damage occurs, unless prevented by causes beyond their reasonable control.

#### ARTICLE IX

##### RIGHT OF ENTRY

For the purpose of performing the exterior maintenance authorized by Article V, and the repair and restoration authorized by Article VIII the Association through its duly authorized agents or employees shall have the right after reasonable notice to the owner to enter upon any lot at reasonable hours on any day.

#### ARTICLE X

##### OWNERS' OBLIGATION TO REPAIR

Section 1. Except for those portions which the Association is required to maintain and repair hereunder (if any) each owner shall, at his sole cost and expense, maintain and repair his residence, keeping the same in good condition and making all structural repairs as they may be required. Upon compliance with the conditions set forth in Article V hereof and with the prior written consent of the Association by an authorized officer thereof, any owner may perform for his residence at his sole cost such services as might otherwise be provided by the

Association hereunder.

#### ARTICLE XI

##### ALTERATIONS, ADDITIONS AND IMPROVEMENTS OF RESIDENCES

Section 1. No owner shall make structural alterations, exterior repainting, repairs of or additions to his residence which said alterations, repairs or additions would substantially alter the exterior appearance thereof without the prior written approval of the plans and specifications therefor by the Association. The Association shall grant its approval only in the event that the proposed work will benefit and enhance the entire properties in a manner generally consistent with the plan of development thereof. The Association's approval or disapproval shall be in writing. In the event that the Association fails to approve or disapprove within thirty (30) days after the appropriate plans and specifications have been submitted to it, or in any event, if no suit to enjoin such work has been commenced within thirty (30) days after completion thereof, approval will be deemed given and compliance with the terms of this paragraph conclusively presumed.

#### ARTICLE XII

##### USE RESTRICTIONS

The property shall be occupied and used as follows:

Section 1. Each lot shall be used as a residence for a single family and for no other purpose.

Section 2. No business of any kind shall be conducted on any residence lot with the exception of the business of declarant's transferees in developing all of the lots as provided in Section 13 hereof.

Section 3. No noxious or offensive activity shall be carried on, in or upon any lot or the common area nor shall anything be

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done therein which may be or become an annoyance or nuisance to other owners.

Section 4. No sign of any kind shall be displayed to the public view on any lot or the common area without the prior written consent of the Association, except customary name and address signs and lawn sign of not more than five square feet in size advertising the property for sale or rent.

Section 5. No owner of a lot shall park, store or keep any vehicle except wholly within the parking space designated therefor and no owner shall park, store or keep any truck, camper, boat, trailer or aircraft or any vehicle other than a private passenger vehicle upon the designated uncovered parking space. In no event shall any truck larger than a 1/2-ton pickup be parked, stored or kept in a parking space. No owner of a lot shall repair or restore any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of any lot or upon the common area except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a proper repair facility.

Section 6. Nothing shall be done or kept on the lot or common area which will increase the rate of insurance relating thereto without the prior written consent of the Association and no owner shall permit anything to be done or kept on his lot or the common area which would result in the cancellation of insurance on any residence or any part of the common area or which would be in violation of any law.

Section 7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or the common area, except that dogs, cats and other household pets may be kept on lots subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose.

Section 8. No rubbish, trash, garbage or other waste material shall be kept or permitted upon any lot or common area except in sanitary containers located in appropriate area screened and concealed from view.

Section 9. No fence, hedge, wall or other dividing instrumentality over six feet in height measured from the ground on which it stands shall be constructed or maintained on any lot except as declarant may vary or exceed said height or location of any fence in accordance with its architectural plans.

Section 10. No masts, tower or pole or outside television antenna, aerial or radio pole shall be erected, constructed or maintained on any lot located in such a manner as to be visible from the outside of such lot except as provided in Section 4, Article III of this declaration.

Section 11. No outbuilding, basement, tent, shack, garage, trailer or shed or temporary building of any kind shall be used as a residence either temporarily or permanently.

Section 12. Nothing shall be altered or constructed in or removed from the common area except upon the written consent of the Association.

Section 13. Declarant's transferees will undertake the work of developing all of the lots included within said property. The completion of that work and sale, rental and other disposal of residential units is essential to the establishment and welfare of said property as a residential community. In order that said work may be completed and said property be established as a fully occupied residential community as rapidly as possible, nothing in this declaration shall be understood or construed to:

- (a) Prevent declarant, its transferees, or its  
or their contractors, or subcontractors, from doing

on said property or any part thereof whatever they determine to be reasonably necessary or advisable in connection with the completion of said work; or

(b) Prevent declarant, its transferees, or its or their representatives from erecting, constructing and maintaining on any part or parts of said property owned or controlled by declarant, or its transferees, or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its business of completing said work and establishing said property as a residential community and disposing of the same in parcels by sale, lease, or otherwise; or

(c) Prevent declarant, or its transferees, or its or their contractors or subcontractors from conducting on any part or parts of said property owned or controlled by declarant, or its transferees, its or their business of completing said work and of establishing said property as a residential community and of disposing of said property in parcels by sale, lease or otherwise; or

(d) Prevent declarant, or its transferees, or its or their contractors or subcontractors, from maintaining such sign or signs on any of said lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of the properties.

As used in this section and its subparagraphs, the words "its transferees" specifically do not include purchasers of lots improved with completed residences.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner,

article XIII

shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than 75% of the Lot Owners. Any amendment must be recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

Annexation of additional properties, dedication of common area, and the amendment of this Declaration of Covenants, Conditions, and Restrictions.

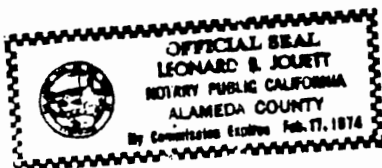
IN WITNESS WHEREOF, the undersigned, being the declarant

STATE OF CALIFORNIA  
COUNTY OF Alameda

}SS  
ON September 1, 1970 before me, the undersigned, a Notary Public in and for said County and State, personally appeared John A. Wagner

RE:2684 IM:905

70- 94990



known to me to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-laws or a Resolution of its Board of Directors.

Notary's Signature [Signature]

Type or Print Notary's Name

DECLARATION OF ANNEXATION

TRACT 3238

Pursuant to the provisions of Article II, Sections 1 and 2 of that Declaration of Restrictions dated September 1, 1970, and recorded on September 2, 1970, as Series No. 94990 in Reel 2684, Image 882, of the Official Records, Alameda County, California, Transamerica Title Insurance Company, a California corporation as Declarant and owner of all of the real property covered by said Declaration of Restrictions and the owner of the below described real property hereby annexes and adds the below described property and makes it part of the project established in said Declaration of Restrictions, upon the following terms and provisions:

- 1. That said additional real property below described is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the restrictions set forth in the Declaration of Restrictions above referred to.
- 2. That said annexation is in accord with a general plan previously submitted to and approved by the Federal Housing Administration.

The property annexed thereto is described as follows:

Lots 1 to 114, inclusive of Tract 3238, as per map recorded *May 5, 1971* in Book *67* pages *79 to 81*, inclusive of Maps, in the Office of the County Recorder of said County

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 29 day of April, 1971.

TRANSAMERICA TITLE INSURANCE COMPANY

RECORDED at REQUEST OF  
TRANSAMERICA TITLE INS. CO.  
APR 29 1971 12:30 P.

BY: *John A. Wagon*

STATE OF CALIFORNIA  
COUNTY OF Alameda

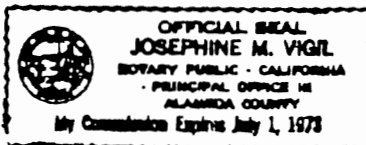
}SS

71- 53066

RE:2843 IM:591

ON April 29th, 1971, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

John A. Wagon Assistant Secretary



known to me to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-laws or a Resolution of its Board of Directors.

*Josephine M. Vigil*



2756 534

Transamerica Title Insurance Company  
1575 Webster Street  
Oakland, California 94612  
REGISTRATION DEPARTMENT

RE 2756 14534

N-141887

**MODIFICATION OF  
DECLARATION OF RESTRICTIONS**

WHEREAS, the undersigned is the Declarant of those certain Declaration of Restrictions recorded September 2, 1970 as Series No. 84990 in Reel 2684, Image 882 of Official Records of Alameda County, California and the Owner of all of the real property described as follows:

Tract 3204, recorded August 6, 1970 in Book 65, pages 77 and 79 of Maps, in the office of the County Recorder of said County

WHEREAS, said Declarant and Owner desire to modify said Declaration to the following extent:

NOW THEREFORE, Article V, Section 3, entitled Maximum Annual Assessment is amended to read as follows:

"Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be Four Hundred Twenty Dollar (\$420.00) per lot."

Executed this 23, day of December, 1970.

RECORDED AT REQUEST OF  
B A M  
JACK G. BLUE  
President, Alameda County Bank

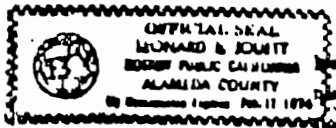
Transamerica Title Insurance Company

By: *[Signature]*  
Asst. Secretary

N-141887

STATE OF CALIFORNIA }  
COUNTY OF Alameda }

ON December 23, 1970, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John A. Wagon known to me to be the



Assistant Secretary of the Corporation that executed the within instrument and the officers who executed the within instrument on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed this within instrument pursuant to its By-Laws or a Resolution of its Board of Directors.

Notary's Signature: *[Signature]*  
Type or Print Notary's Name

REGISTRATION DEPARTMENT  
Form No. 14

17722-6-65

**Pursuant to Subdivision (b) of Section 12956.1 of the Government Code, the following notice is printed in 20-point boldface red type.**

**NOTICE**

**If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void. Any person holding an interest in this property may request that the county recorder remove the restrictive language pursuant to Subdivision (c) of Section 12956.1 of the Government Code.**