

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 covenant language pursuant to subdivision (c) of Section 12956.1 of the Government Code.

Government Code Section 12956.1
Effective January 1, 2000

(The original of this page is printed in 20 point, bold face, red type, and it complies with the requirements of Section 12956.1 of the State of California Government Code)

RECORDED AT REQUEST OF
Transamerica Title Ins. Co.
At 9:30 A.M.

MAY - 4 1965

DECLARATION OF RESTRICTIONS

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

TRACT 2478

THIS DECLARATION, made this 19th day of April,
1965, by WINDSOR LAND COMPANY, a Partnership, hereinafter designated
as "Declarant";

WITNESSETH:

1. This Declaration affects the real property in Eden Township, County
of Alameda, State of California, described as follows:

LOTS 1 - 42, inclusive, Block A; LOTS 1 - 4, inclusive,
Block B; LOTS 1 - 31, inclusive, Block C; LOTS 1 - 102,
inclusive, Block D; and LOTS 1 - 58, inclusive, Block E,
as said lots are shown on the Map of "Tract 2478, Eden
Township, Alameda County, California", filed May 4, 1965
in Book 50 of Maps at Pages 25, 26, 27, & 28, of
Official Records of Alameda County.

2. Declarant is the sole owner of all the real property described above.
Declarant prior to conveying the property herein described, or any part thereof,
desires to subject the said property to the conditions, restrictions and charges
hereafter set forth for the benefit of said property and of the present and
subsequent owners thereof.

3. NOW, THEREFORE, Declarant hereby declares the property herein
described is held and shall be conveyed subject to the following conditions,
restrictions and charges which are to run with the land and shall be binding
on all parties claiming under them until May 4, 2000, or thirty-
five (35) years from the date these covenants are recorded, after which time
said covenants shall be automatically extended for successive periods of ten
(10) years unless by vote of a majority of the then owners and by an instrument
signed by the majority of the then owners of the lots (as the term "lots" is
defined as one of the numbered lots on the tract map) has been recorded agreeing
to change said covenants in whole or in part.

RESIDENTIAL AREA

4. RESTRICTIVE COVENANTS

Applicable to Lots 1 - 42, inclusive, Block A; Lots 1 - 4, inclusive,
Block B; Lots 1 - 31, inclusive, Block C; Lots 1 - 102, inclusive, Block D;
and Lots 1 - 58, inclusive, Block E, Tract 2478.

(a) LAND USE AND BUILDING TYPE. No lot shall be used except
for residential purposes. No building shall be erected, altered, placed or
permitted to remain on any lot other than one detached single-family dwelling
not to exceed two stories in height and a private garage.

(b) ARCHITECTURAL CONTROL. No building shall be erected,
placed or altered on any lot until construction plans and specifications and a
plan showing the location of the structure have been approved by the Archtitectural
Control Committee as to quality of workmanship and materials, harmony of
external design with existing structures, and as to location with respect to
topography and finish grade elevation. No fence or wall shall be erected placed
or altered on any lot nearer to any street than the minimum building set back
line unless similarly approved. Approval shall be as provided in clause six (6).

MX 61025

(c) **DWELLING COST, QUALITY AND SIZE.** No dwelling shall be permitted on any lot at a cost of less than \$14,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure exclusive of one-story open porches and garages shall not be less than 1,250 square feet for a one-story dwelling, nor less than 1,000 square feet for a dwelling of more than one-story.

(d) **BUILDING LOCATION.**

(1) No building shall be located on any lot nearer to the front line than twenty (20) feet or nearer to the side street lot line than ten (10) feet.

(2) No building shall be located nearer than five (5) feet to an interior lot line, and the minimum total side yard set back for both sides shall be ten (10) feet, except that a garage or an accessory building located on the rear half of the lot may be located no nearer than five (5) feet from any side property lot line. No dwelling shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line.

(3) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon another lot.

(e) **LOT AREA AND WIDTH.** No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum building set back line nor shall any dwelling be erected or placed on any lot having an area of less than seven thousand square feet (7,000), except that a dwelling may be erected or placed on lots numbered

on the recorded map of said Tract 2478.

(f) **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

(g) **NUISANCES.** No noxious or offensive activity shall be carried on upon any lots nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(h) **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

AX 61025

(i) **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than three square feet, and the height of the sign shall not be higher than three feet in height measured from the ground level on which it stands, and the sign shall be for the purpose of advertising the property for sale or rent or signs used by the Declarant and/or builder to advertise the property during the construction and sales period.

(j) **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot except the building and/or Declarant of the original homes shall not be included in this clause.

(k) **LIVESTOCK AND POULTRY.** No animals, livestock, fowl, birds, or poultry of any kind shall be raised, bred, or kept on any lot, except that no more than two dogs, two cats, or no more than two (2) household pets (and all household pets shall be domesticated animals) may be kept provided all household pets are not unreasonable in number and provided they are not kept, bred, or maintained for any commercial purpose, and any household pet kept shall not cause an annoyance or nuisance to the neighborhood.

(l) **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish, trash. Garbage or other wastes shall not be kept except 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.

(m) **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(n) **FENCES, HEDGES, WALLS.** No fence, hedge, or wall of any type shall be erected or permitted in the set back area between the residential unit and the front street property line or closer to any side street lot line than the established front and side set back line, nor shall any fence, wall or hedge over six (6) feet in height measured from the ground on which it stands be erected or permitted on any other portion of the lot or residential building plot without specific written permission of the Committee referred to in clause 6 hereof.

(o) **LAND NEAR PARKS AND WATER COURSES.** No building shall be placed nor shall any material or refuse be placed or stored on any lot within ten (10) feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

AX 61025

5. ARCHITECTURAL CONTROL COMMITTEE(a) Membership

(1) The Architectural Control Committee is composed of the President, Vice President and Secretary of Eastland Construction Co., Inc., a corporation, whose address is 2200 East 14th Street, San Leandro, California, with full power granted to such Committee to designate a representative to act for such Committee in all matters herein set forth and in the event of death or resignation of any member of said Committee the remaining member or members shall have full authority to act as said Committee or to appoint such representative to fill such vacancy or vacancies by appointment, and copies of all construction plans and specifications and location plans as finally approved shall be deposited permanently with said Committee or its designated representative.

(2) Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

(3) At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

(b) Procedure

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction of any structure or alteration of existing structure has been commenced within one year following completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

6. GENERAL PROVISIONS

(a) TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

(b) ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages or other dues for such violation.

(c) SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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(d) **DEED OF TRUST AND MORTGAGE AND FORECLOSURE.** No breach of any of the above conditions shall defeat or affect the lien of any mortgage or deed of trust in good faith and for value upon any one or more lots or residential building plots, or improvements erected thereon, but said conditions shall be binding upon and shall be part of the estate acquired by anyone acquiring title under or through any such mortgage or deed of trust.

(e) Each and every deed of conveyance and/or executory contract of sale to or for any residential building plot or lot, by whomever and whensoever executed, shall be subject to each and every one of the terms and provisions of this Declaration and the grantee and/or purchaser thereunder shall be bound by each and every one of the terms and provisions of this Declaration.

7. **SLOPE CONTROL**

Slope control areas are reserved as shown on the plat attached hereto marked Exhibit "A" and recorded as a part of this Declaration of Restrictions. Affected Lots are Lots 2, 4, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 37, 38, 39, 40, 41 and 42 in Block A, Lots 1, 2 and 3 in Block B, Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31 in Block C, Lots 1, 2, 10, 11, 12, 13, 20, 21, 22, 23, 24, 25, 28, 29, 30, 33, 34, 35, 36, 37, 41, 42, 43, 45, 46, 50, 51, 52, 53, 61, 62, 64, 65, 66, 68, 69, 72, 73, 74, 75, 81, 82, 83, 85, 86, 87, 88, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101 and 102 in Block D, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 57 and 58 in Block E, as shown on the recorded subdivision map. Within these slope control area no structure, planting or other materials shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems or which may change the direction of the flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

IN WITNESS WHEREOF, Declarant has executed this instrument on the date first above written.

WINDSOR LAND COMPANY,
a Partnership

BY: [Signature]
THOMAS H. BEVILACQUA, a Partner

BY: [Signature]
EDWARD U. BEVILACQUA, a Partner

BY: [Signature]
EDWARD F. TOCCI, A Partner

} ss

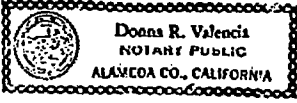
AX 61025

RE:1496 IM: 20

ON April 17, 1966, before me, the
undersigned, a Notary Public in and for said County and State personally appeared
Thomas H. Bevilacqua, Edward U. Bevilacqua and

Edward F. Tocci

known to me to be ~~one~~ of the partners of the partnership that executed the within
instrument, and acknowledged to me that such partnership executed the same.



Notary's Signature Donna R. Valencia

Type or Print Notary's Name... My Commission Expires June 20, 1967
Donna R. Valencia



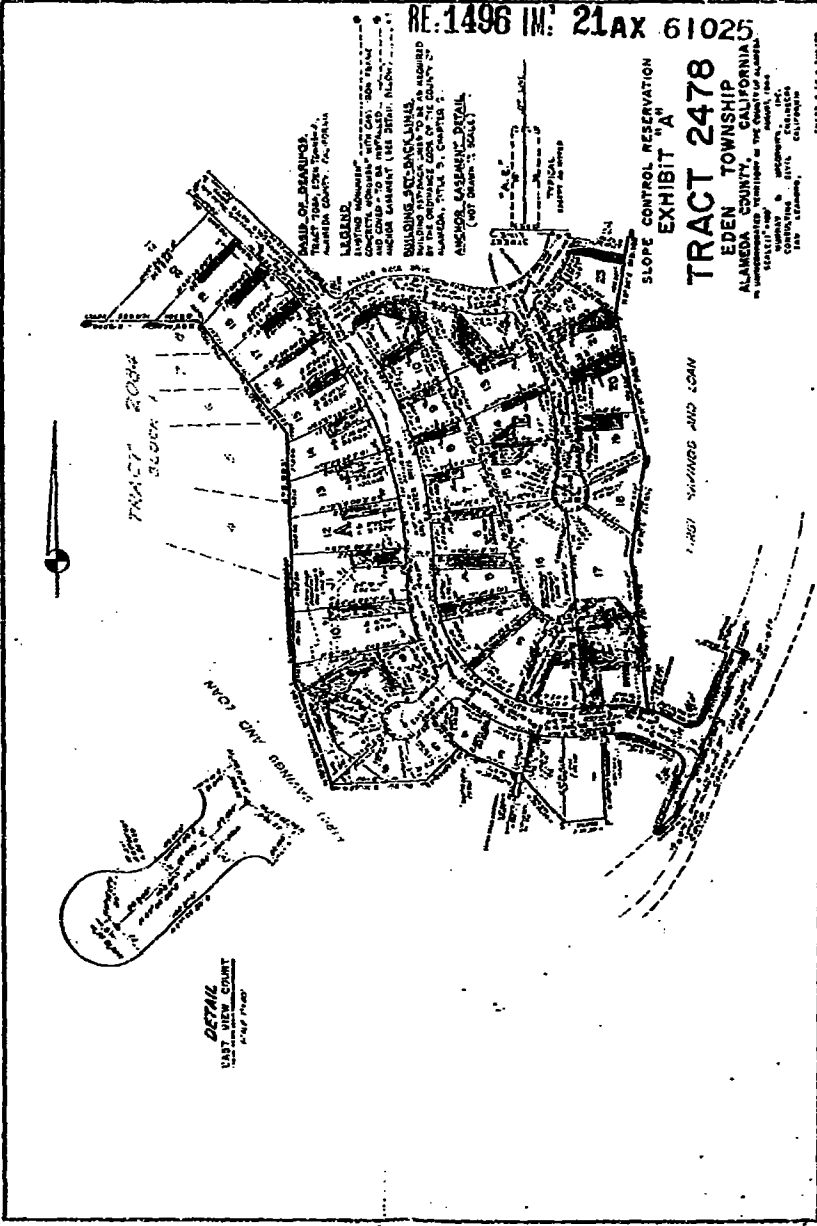
PARTNERSHIP ACKNOWLEDGMENT
Form No. 11

RE: 1496 IN: 21 AX 61025

SLOPE CONTROL RESERVATION
EXHIBIT "A"

TRACT 2478
EDEN TOWNSHIP
ALAMEDA COUNTY, CALIFORNIA

AS SHOWN ON THE PLAT OF TRACT 2478
AS APPROVED BY THE BOARD OF SUPERVISORS
OF ALAMEDA COUNTY, CALIFORNIA
ON MAY 11, 1965
BY THE SUPERVISOR OF THE COUNTY OF
ALAMEDA, TITLE 5, CHAPTER 2,
ARTICLE 1, SECTION 10100
AND THE SUPERVISOR OF THE COUNTY OF
ALAMEDA, TITLE 5, CHAPTER 2,
ARTICLE 1, SECTION 10100
(NOT BEING A SCALE)



DETAIL
EAST VIEW COURT
1/4" = 1' HORIZ.
1" = 10' VERT.

RECORDERS MEMO
LEGIBILITY FOR MICROFILMING AND COPYING
UNSATISFACTORY IN A PORTION OF THIS
DOCUMENT WHEN RECEIVED.

Part 3/16/5

AX 61025

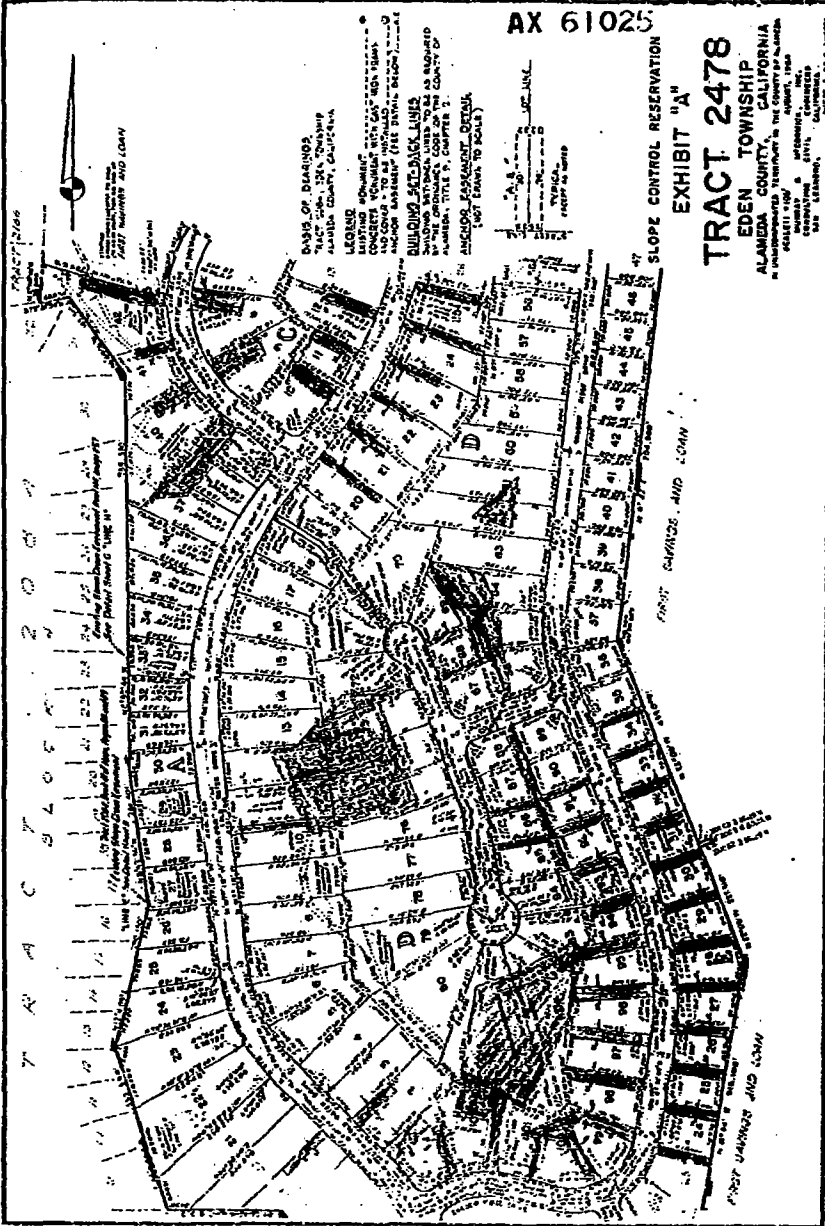
SLOPE CONTROL RESERVATION

EXHIBIT "A"

TRACT 2478

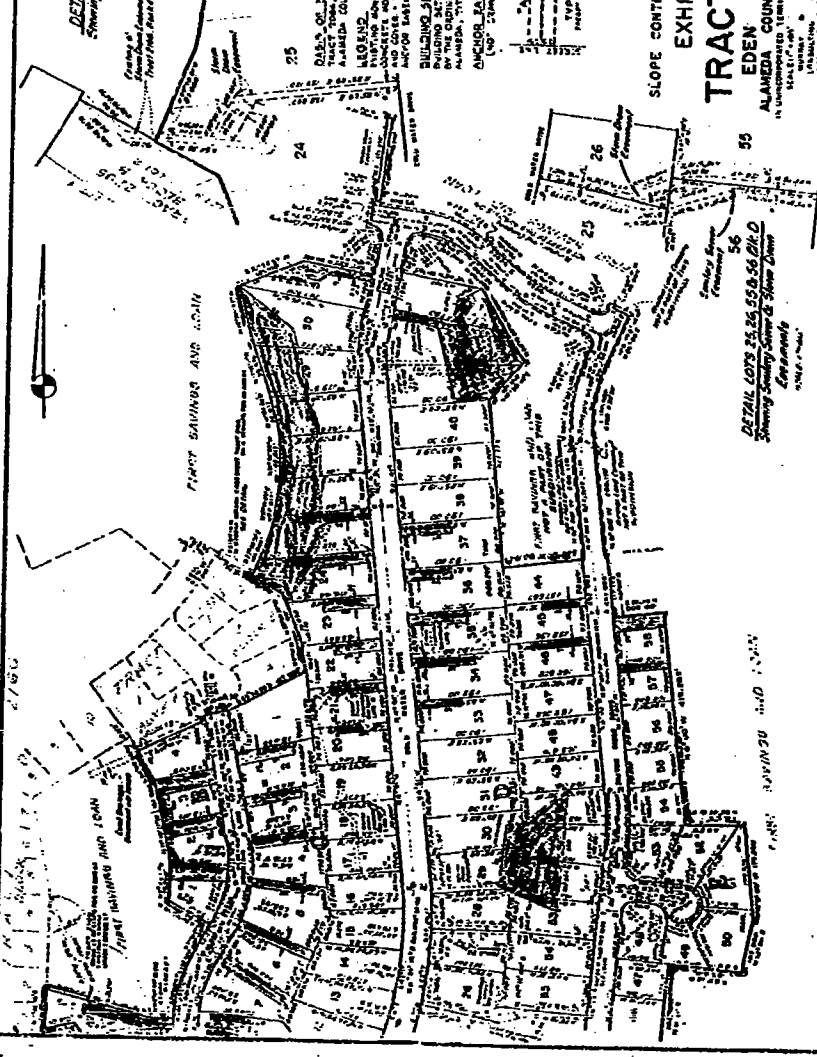
EDEN TOWNSHIP
ALAMEDA COUNTY, CALIFORNIA

PREPARED BY: [illegible]
DATE: [illegible]



RE 1496 III
AX 61025

DETAIL LOTS 24 & 25 B/C
Showing Slope Control Reservations
Scale 1" = 40'



SLOPE CONTROL RESERVATION
EXHIBIT "A"

TRACT 2478

EDEN TOWNSHIP
ALAMEDA COUNTY, CALIFORNIA
A UNINCORPORATED TOWNSHIP IN THE COUNTY OF
ALAMEDA, CALIFORNIA
COUNTY CLERK
154 STANBURY
SAN FRANCISCO, CALIFORNIA

DETAIL LOTS 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
Showing Slope Control Reservations
Scale 1" = 40'

1965 OR

1538

927

ESC# 156114 RE:1538 IM:927

AX 89166

W A I V E R

WINDSOR LAND COMPANY, a Partnership, hereby waives all rights whatsoever created by virtue of provision 4 (j) of that certain Declaration of Restrictions Tract 2478 recorded May 4, 1965 under Series No. AX/61025 Official Records of Alameda County, affecting real property in Eden Township, Alameda County, California, described as follows:

LOTS 1-42, inclusive, Block A; LOT 1-4, inclusive, Block B; LOTS 1-31, inclusive, Block C; LOTS 1-102, inclusive, Block D; and LOTS 1-58, inclusive, Block E, as said lots are shown on the Map of Tract 2478, Eden Township, Alameda County, California, filed May 4, 1965 in Book 50 of Maps at Pages 25, 26, 27 and 28, of Official Records of Alameda County.

DATED this 25 day of June, 1965.

AX 89166

RECORDED at REQUEST OF Transamerica Title Ins. Co. At 9:30 A.M.

WINDSOR LAND COMPANY, a Partnership

BY: *Thomas H. Bevilacqua*

JUN 29 1965

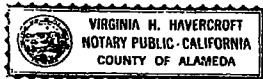
OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA JACK G. BLUE COUNTY RECORDER

2nd

STATE OF CALIFORNIA COUNTY OF ALAMEDA

} ss AX 89166

ON June 25, 1965, before me, the undersigned, a Notary Public in and for said County and State personally appeared Thomas H. Bevilacqua



known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

PARTNERSHIP ACKNOWLEDGMENT Form No. 17

Notary's Signature: *Virginia H. Havercroft* My Commission Expires July 27, 1968 Type or Print Notary's Name: Virginia H. Havercroft