

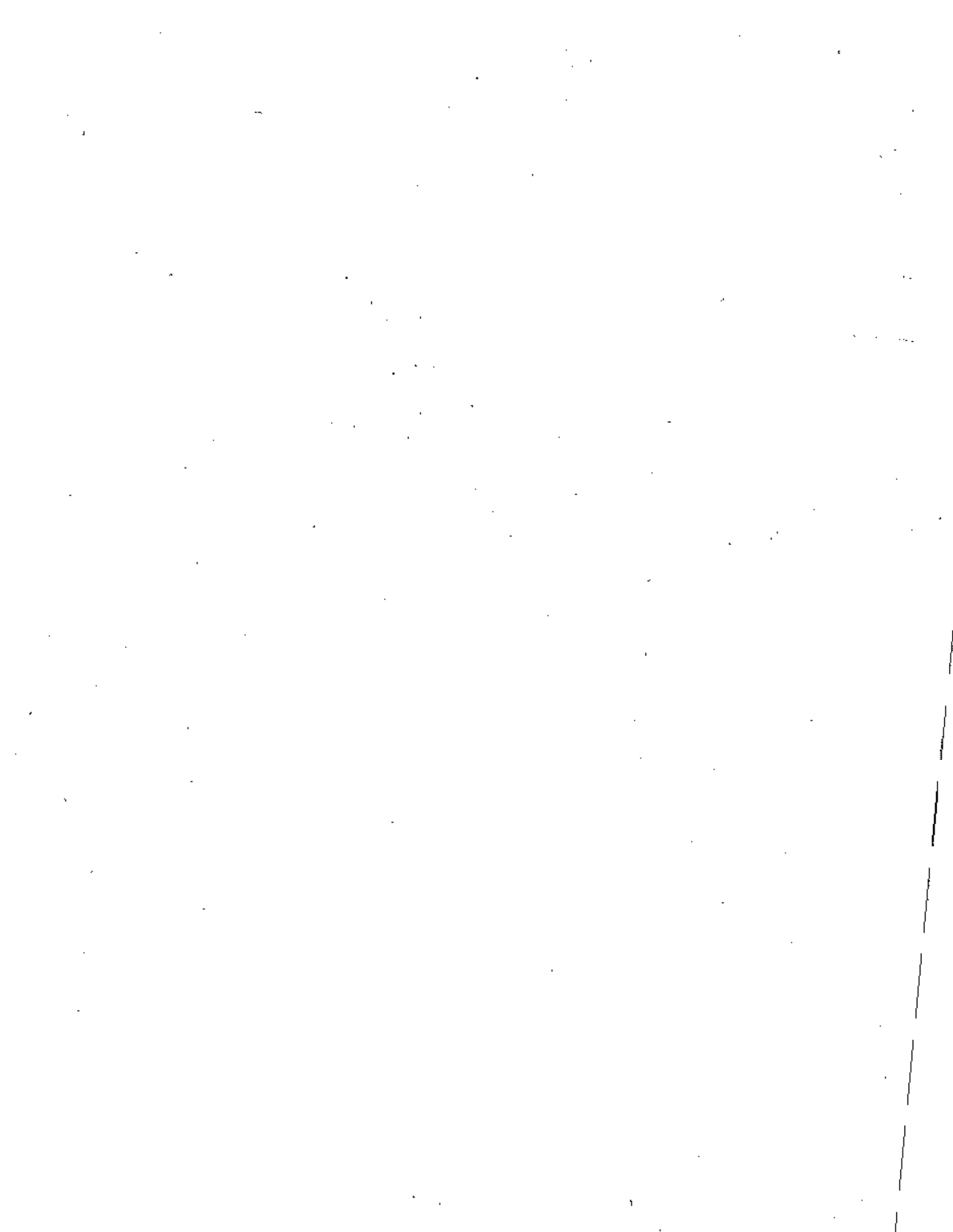
First Walnut Creek Mutual



ROSSMOOR
WALNUT CREEK

DECLARATION OF ESTABLISHMENT OF COVENANTS AND RESTRICTIONS

If this document contains any restrictions based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.



**DECLARATION OF ESTABLISHMENT
OF
COVENANTS AND RESTRICTIONS**

WHEREAS, STATE MUTUAL LIFE ASSURANCE COMPANY OF AMERICA, a Massachusetts corporation, is the owner of the hereinafter described property, and ROSSMOOR CORPORATION, a California Corporation, has the right under the hereinafter referred to Short Form Agreement of Sale and Purchase of Real Estate to purchase the hereinafter described property upon the terms, covenants and conditions set forth in an unrecorded Agreement dated June 10, 1963, executed by and between STATE MUTUAL LIFE ASSURANCE COMPANY OF AMERICA as seller and ROSSMOOR CORPORATION as Buyer, said STATE MUTUAL LIFE ASSURANCE COMPANY OF AMERICA and ROSSMOOR CORPORATION hereinafter being referred to as "Declarants";

WHEREAS, it is the desire and the intention of the declarants that ROSSMOOR CORPORATION is to develop the following described property in the manner hereinafter stated, said property being described as:

All the real property located in the County of Contra Costa, State of California as described in Exhibit "A" attached to that certain Short Form Agreement of Sale and Purchase of Real Estate dated June 27, 1963, and recorded July 3, 1963 as document number 58239 in the office of the County Recorder of said County in Book 4400 of official Records at Page 240.

WHEREAS, it is the intention and desire of declarants that the property described above be developed by ROSSMOOR CORPORATION as commercial, recreational and residential property and it is their intention to sell said property and to impose on the property which is developed as residential property mutual and beneficial restrictions under a general plan or scheme of improvement for the benefit of all the lands in the above described property and the future owners of those lands;

NOW, THEREFORE, declarants hereby declare that all those portions of the property described above which are developed for residential use or are to be developed for residential use are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following restrictions, and covenants, all of which are declared and agreed to be in furtherance of a plan for the division, improvement and sale of the property described above and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property and every part thereof developed for said residential, commercial and recreational uses. All the restrictions, and covenants, shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described land or any part thereof for the hereinafter stated term. None of the restrictions or covenants shall apply or be deemed to apply to any of the above described property which is developed or which is to be developed for commercial or recreational uses.

1. LAND USE: All those portions of the land hereinabove described which are developed for residential use or which are to be developed for residential use shall be used for private residential purposes exclusively and no residence other structure other than residential dwellings, laundry buildings, car ports and/or garages shall be erected, altered, placed or maintained or permitted on any of the land developed or to be developed for residential use.

2. ARCHITECTURAL CONTROL: (A) Except for the purposes of proper maintenance and repair, and except as provided in Paragraph (C) hereof, no person, persons, entity or entities shall install, erect, attach, apply, paste, hinge, screw, nail, build or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, or make any changes or otherwise alter whatsoever the exterior of any residential dwelling unit, residential car port, or residential garage constructed on or to be constructed on the above described property. For the purpose of this provision the term "exterior" shall mean any outside walls, outward surfaces, roofs, outside doors, or other outside structures of said residential dwelling units, residential car ports, and residential garages, including, but not limited to, the roof, outside wall, outward surface, outside doors, and outside structures of all atrium type residential dwelling units.

(B) Except for the purposes of proper maintenance and repair, and except as provided in Paragraph (C) hereof, no person, persons, entity or entities, shall install, construct or build any walkways, slabs, sidewalks, curbs, gutters, patios, porches, driveways, fences, lighting, decorations, aerials, antennas, radio or television broadcasting or receiving devices, or other structures of any kind, on the property developed for residential use except for such walkways, fences, lighting, decorations, aerials, antennas, radio or television broadcasting or receiving devices, or other structures which are to be constructed concurrently with the construction of the residential dwellings, residential car ports or residential garages on the above described property.

(C) Except for proper maintenance and repair, no person, persons, entity or entities shall perform any of the acts specifically set forth in Paragraphs (A) and (B) above until.

(1) The complete plans and specifications, showing the kind, nature, shape, height, material, type of construction, scheme and all information specified by the hereinafter named committee for the proposed alteration, modification, addition, deletion or any other proposed form of change to the exterior of any residential dwelling unit, residential car port or residential garage, as set forth in Paragraph (A), or changes to the property developed for residential use, as set forth in Paragraph (B), and

(2) The block plan showing the location of such proposed alteration, modification, addition, deletion, or any other proposed form of change, have been approved in writing, as to conformity and harmony of external design with existing structures of the property developed for residential use, by a committee composed of M. E. Ward, Lewis M. Letson and Charles Hiller, P. O. Box 125, Seal Beach, California, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such proposed alteration, modification, addition, deletion, or other proposed form of change and location, and/or appoint a suitable replacement or replacements with like authority,

and/or designate a representative with like authority. The membership of said committee or any representative appointed thereby, if other than as stated in this declaration, shall be evidenced by a certificate of identity of the persons then constituting same, which certificate shall refer to the book and page number designated by the County Recorder of Contra Costa County, California for this declaration, shall be executed by at least one member of said committee and be recorded in the office of said County Recorder; which certificate shall then be conclusive evidence thereof in favor of any person relying thereon in good faith. In the event the committee or the representative appointed by the committee fails to approve or disapprove such proposed alteration, modification, addition, deletion, or other proposed form of change and location within thirty (30) days after said complete plans and specifications have been submitted to it, such approval will not be required on this covenant will be deemed to have been fully complied with. Such complete plans and specifications shall be personally delivered to any member of the committee or mailed to the committee via certified mail, return receipt requested, postage prepaid. The plans and specifications shall be deemed submitted to the committee upon the date of receipt by the committee of such plans and specifications. The committee shall have the right of changing its mailing address by recording an instrument of change of mailing address with the County Recorder of Contra Costa County, California, such instrument to refer to the book and page number designated by said County Recorder for this declaration. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 2008. Thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the property owners of the hereinabove described property developed for residential use and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

3. EASEMENTS: No structure, planting or other material other than driveways and sidewalks shall be placed or permitted to remain which may damage or interfere with the easements for installation and maintenance of utilities, or which may change the direction of flow of drainage or sewage channels, or which may obstruct or retard the flow of water through drainage or sewage channels within any easements for installation and maintenance of sewers, utilities and drainage facilities reserved by declarants, or either of them, and/or as shown, or as will be shown on the recorded plat of each lot or parcel. The easement area of each lot or parcel and all improvements in it shall be maintained continuously by the owner of the lot or parcel, except for those improvements for which a public authority or utility company is responsible.

4. SIGNS: No signs of any character shall be erected, posted, pasted or displayed upon or about any lot or building and improvement constructed on any lot of said property except "for sale" or "for rent" signs pertaining to the residential dwelling unit on which said sign may be displayed.

Notwithstanding the foregoing it is understood that the above restriction shall not be understood to prevent the construction and temporary maintenance on any part of said property of any office or offices to be used by the duly authorized selling agent of said property, and/or the duly authorized selling agent of residential units constructed or to be constructed on said

property, their successors or assigns; likewise declarants and the duly authorized selling agent of said property, and/or the duly authorized selling agent of residential units constructed or to be constructed on said property, their successors or assigns shall be permitted to display billboards advertising the sale of said property and/or the residential dwelling units and erect such construction fences and other proper structures as are necessary during construction.

5. NUISANCES: No noxious or offensive trade or activity shall be carried on upon or in any residential dwelling unit or appurtenances or within the confines of the land hereinabove described which are developed for residential use or are to be developed for residential use, nor shall anything be done thereon or therein to said residential dwelling unit, appurtenances and land which may be or become any annoyance or nuisance to the residential neighborhood or neighborhoods developed or to be developed upon land.

6. LIVESTOCK, POULTRY AND PETS: The maintenance, keeping, boarding and/or raising of animals, livestock or poultry, of any kind, regardless of number or quantities shall be and is hereby prohibited on any lot or parcel and in any residential dwelling on said lot or parcel of said above described land which are developed for residential use or are to be developed for residential use, except that this shall not prohibit the keeping of dogs, cats, or caged type birds as domestic pets, provided, however, not exceeding a total of three (3) such domestic pets are maintained in any residential dwelling unit at any one time.

7. TEMPORARY STRUCTURES: No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any of the above described land at any time as a residence either temporarily or permanently.

8. CONTEXT: The singular shall include the plural in all cases in reference to lot and lot shall be deemed to include all parcels or property covered by this Agreement, the purchase of which is to uniformly restrict all properties developed for residential use herein. The term "said property" where used herein shall be deemed to include all properties covered by these restrictions which are developed for residential use or are to be developed for residential use.

9. DURATION, AMENDMENT AND ENFORCEMENT:

(A) DURATION: All the covenants and restrictions set forth in this declaration shall continue and remain in full force and effect at all times against all residential property covered hereby, subject to any amendment, modification or termination provided for in Paragraph (B) hereof, until January 1, 2008, after which date the covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the property developed for residential use has been recorded agreeing to terminate or change the covenants and restrictions in whole or in part. In the event such an instrument for termination or change is agreed to and recorded, such change or termination shall become effective on the date of conclusion of the period within which such instrument is recorded.

(B) AMENDMENT, MODIFICATION AND TERMINATION: Notwithstanding the provisions of Paragraph (A) of this section, the declarants, jointly or severally, shall at all times have the right to modify, amend or terminate, in whole or in part, all covenants and restrictions contained in this declaration as to, and only as to, such property which declarants are the

respective owner or owners of, whether such property is originally owned by declarant, STATE MUTUAL LIFE ASSURANCE COMPANY OF AMERICA, or ownership is acquired by declarant, ROSSMOOR CORPORATION, or ownership is reacquired by declarants, or either of them, upon the recording in the office of the County Recorder of Contra Costa County, California of an instrument or instruments (if for portions of said property) terminating or amending or modifying the covenants and restrictions of this declaration, which instrument shall specifically describe the property, and such instrument or instruments when so reported shall be conclusive evidence thereof in favor of any person relying thereon in good faith. Any such instrument or instruments shall also refer to the book and page number designated by the County Recorder of Contra Costa County, California for this declaration, and shall be executed by the declarant owning said property at the time of recording. Such amendment, modification or termination shall apply only to the property specifically described in said instrument and it shall not apply or effect property no longer owned by the declarant which executed said instrument as of the date of recording of such instrument.

(C) ENFORCEMENT: Each deed of conveyance from the declarants of residential property shall be so identified and shall incorporate by reference the covenants and restrictions set forth in this declaration, which shall be binding thereon, and any of the property described in this declaration that is conveyed by said declarants without such identification and without such incorporation shall be conclusively deemed not to be residential and therefor not subject to the restrictions of said declaration.

No breach of any of the foregoing covenants and restrictions shall cause any forfeiture of title or reversion or bestow any right of re-entry whatsoever, but, violation of any one or more of these covenants or restrictions may be enjoined or agated by declarants, or either of them, or by the Golden Rain Foundation of Walnut Creek, a California Corporation, or by any owner or owners of the property described herein (in the first page hereof) or any portion thereof, by action of any court of competent jurisdiction, and damages may be awarded against such violations, provided, however, that any such violation shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said property or any part thereof, but said covenants and restrictions shall be binding upon and effective against any owner of said property, or portion thereof, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

No delay or admission on the part of declarants, or either of them, or their respective successors in interest as owner of said rights, herein provided for, or the owner of lots in said property, in exercising any rights, power or remedy herein provided in the event of any violations of the covenants and restrictions herein contained shall be construed as a waiver thereof, or acquiescence therein.

10. SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions and all other provisions shall remain in full force and effect.

11 EXCLUSION: None of the hereinabove set forth covenants and restrictions shall apply to any of the land developed or to be developed for commercial uses and recreational uses, but said covenants and restrictions shall be and hereby are declared to be established for the mutual purpose of enhancing and benefiting the land, and every part thereof, developed or to be developed for commercial, recreational and residential uses. Notwithstanding any other

provisions hereinabove contained, the covenants and restrictions hereinabove set forth shall provisions hereinabove contained, the covenants and restrictions hereinabove set forth shall not be binding or effective against the Federal Housing Commissioner, the Federal Housing Administration or their successors or assigns.

IN WITNESS WHEREOF, said STATE MUTUAL ASSURANCE COMPANY OF AMERICA and said ROSSMOOR CORPORATION, has caused these conditions to be executed and recorded by their respective duly authorized officers who have hereto affixed their signatures this 9th day of March, 1964.

STATE MUTUAL LIFE ASSURANCE COMPANY
OF AMERICA, a Massachusetts Company

ROSSMOOR CORPORATION,
A California corporation

BY: /s/ Edson D. Phelps
Edson D. Phelps, V. President

BY: /s/ Ross W. Cortese
Ross W. Cortese,
President

(seal)

(seal)

BY: /s/ Machiel P. Van Dordrecht
Machiel P. Van Dordrecht
Secretary

STATE OF MASSACHUSETTS

COUNTY OF WORCESTER

On March 9, 1964, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Edson D. Phelps known to me to be the Vice President of STATE MUTUAL LIFE ASSURANCE COMPANY OF AMERICA; the corporation that executed the within instrument, known to me to be the person who executed the within instrument, on behalf of the corporation herein 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

(seal)

/s/ John H. Lothrop
Notary Public in and for said County
and State

My commission Expires: April 17, 1969

STATE OF CALIFORNIA)

SS

COUNTY of ORANGE

On March 16, 1964, before me, the undersigned, a Notary Public, in and for said County and State personally appeared Ross W. Cortese known to me to be the President and Machiel P. Van Dordrecht, known to me to be the Secretary of ROSSMOOR CORPORATION, the corporation that executed the within instrument, known to be the persons who executed the within instrument, on behalf of the corporation herein 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

/s/ Jeanne M. Cadwell
Notary Public in and for said County
and State

My commission expires July 4, 1967

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER, SS.

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I, JAMES J. JOYCE, Clerk of the Superior Court, which is a court of Record for the County and commonwealth aforesaid, do hereby certify that John H. Lothrop whose name is subscribed to the Proof or Acknowledgment of the annexed instrument in writing, was at the time of taking such proof or acknowledgment a Notary Public in and for said Commonwealth, residing in said County, duly commissioned, sworn and authorized to take the same and also to take the acknowledgment or proof of deeds or conveyances of lands, tenements or hereditaments, or any interest therein, situate, lying and being in said Commonwealth, to be recorded therein, and further that I am well acquainted with his handwriting and verily believe that the signature to the said proof or acknowledgment is genuine and further, that the annexed instrument is executed and acknowledged according to the law of said Commonwealth. I further certify that an impression of a seal of Notaries Public is not required by law to be filed in my office. Given under my hand and the seal of said Court, this 9th day of March in the year one thousand nine hundred and sixty-four.

/s/ James J. Joyce
Clerk

SEAL AFFIXED

END OF DOCUMENT

For Mutuals 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 13, 14, and 15.

