

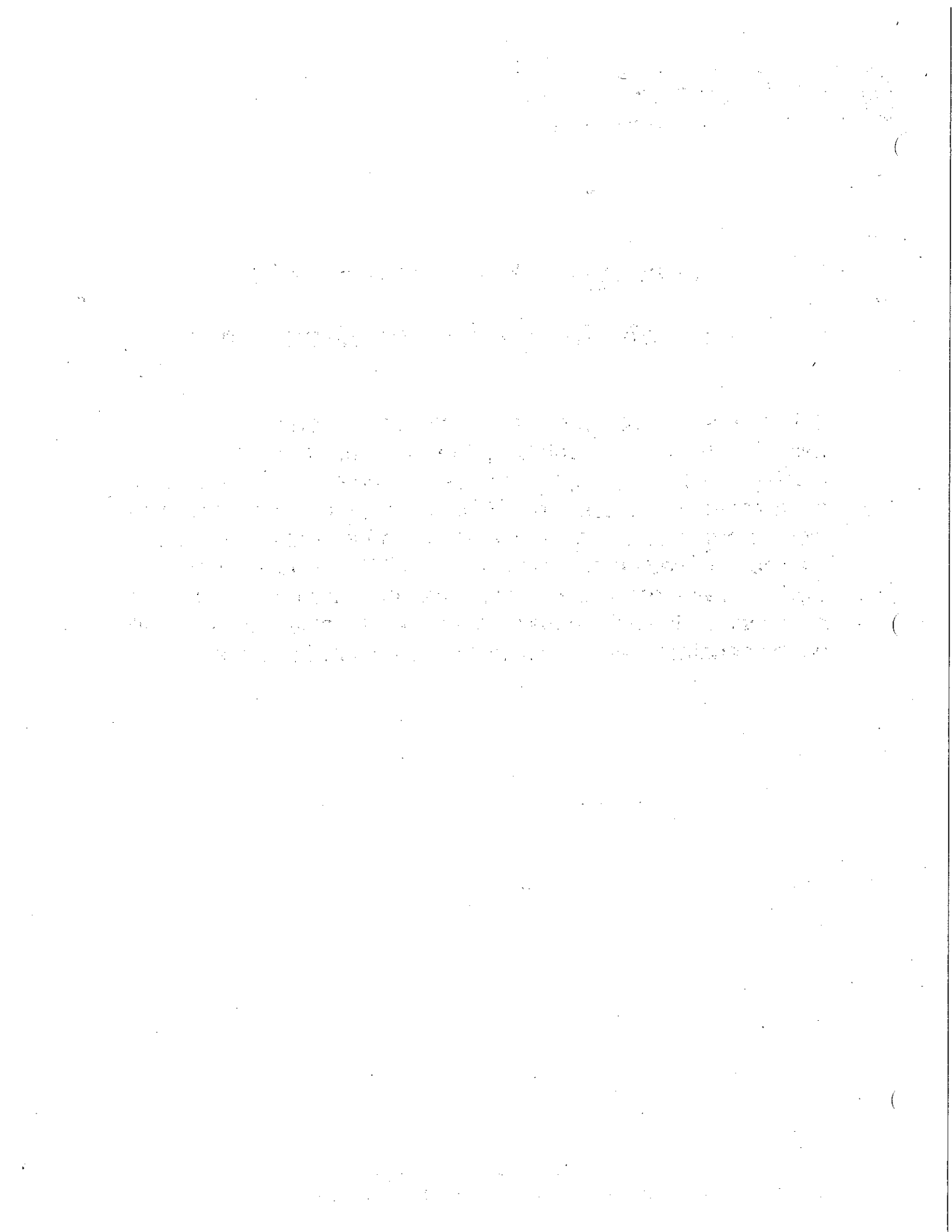


**ROSSMOOR**  
WALNUT CREEK

## **Walnut Creek Mutual No. Eight**

### **Covenants, Conditions and Restrictions**

If these documents contain any restriction based on race, color, religion, sex, sex 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 RESTRICTIONS

Instrument No. 35948  
Recorded 5/17/68 in the  
official records of  
Contra Costa County  
Book 5626 Page 832

THIS DECLARATION made this 7th day of May, 1968, by ROSSMOOR CORPORATION a California corporation, hereinafter sometimes referred to as "declarant".

W I T N E S S E T H:

WHEREAS, declarant is the owner of a parcel of real property in the County of Contra Costa, State of California, described in Exhibit "A" attached hereto, said real property hereinafter referred to as the "subject property";

WHEREAS, it is the desire and intention of declarant to sell the subject property and impose on it mutual and beneficial restrictions under a general plan or scheme of improvement for the benefit of all lands in the subject property and the future owners of those lands and lands appurtenant to the subject property which are owned by declarant, said appurtenant land being described in Exhibit "B" attached hereto;

NOW, THEREFORE, the declarant hereby declares that all of the subject property is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject, for a period of twenty (20) years, to the following covenants, limitations and restrictions.

ARTICLE I

USE RESTRICTIONS

Sections 1: USE RESTRICTIONS

The subject property shall be used only for residential and recreational and community facility purpose related to residential used purposes except for the certain real property described in Exhibit "C" hereto which portion shall be useable for residential or commercial use as in hereinafter specifically allowed in Section 2 hereof. All other uses of the subject property are prohibited. It is understood that nothing in this declaration shall by inference or otherwise be considered to; or shall restrict or limit the use of the subject property, or any portion thereof, against or to the use of the same or of any portion thereof for single family residence purposes, multiple family residence purposes, church purposes or school purposes, together with buildings, structures and facilities in connection therewith, whether such purposes or uses are separate or together.

Section 2: COMMERCIAL RESTRICTIONS

As hereinabove provided in Section 1 hereof, a certain portion of the subject property specifically described in Exhibit "C" attached hereto shall be useable for commercial purposes. That the property specifically described in Exhibit "C" attached hereto being a portion of the subject property, shall be useable during the term hereof for all Commercial purposes as presently or hereafter authorized defined by the zoning ordinances of the City of Walnut Creek, County of Contra Costa, State of California, or for the residential use hereinabove set in Section 1, excepting the following commercial uses which are prohibited during the term of this Declaration of Restrictions.

### Section 3: MODIFICATION OF RESTRICTIONS

Amendment, modification or termination of all or any of the covenants, conditions or restrictions set forth in this declaration may be effected as to the subject property, or any portion thereof, by written instrument duly executed by declarant or its successors or assigns and the then owner or owners of record in the office of the County Recorder of Contra Costa County, California, of not less than sixty percent (60%) in area of all land then covered by this declaration, duly acknowledged as to signatures, and placed of record in the office of the County Recorder of said Contra Costa County, California; provided, however, anything contained in this declaration to the contrary notwithstanding, in the event declarant or its successors or assigns reacquires title to the subject property, or any portion of said property, at or through any foreclosure sale under any deed of trust which is recorded in the office of the County Recorder of said Contra Costa County at the time of or within a period of ten (10) years after the date of acquisition of title by any foreclosure sale, or at any time within ten (10) years after the date of acquisition of title by any foreclosure sale, or at any time within ten (10) years in the event declarant or its successors or assigns receives title to the subject property, or any portion thereof, through a deed which recites that it is a deed given in lieu of foreclosure of any such deed of trust, from the date of said deed, then in any such event, all covenants, conditions, restrictions and provisions contained in this declaration shall terminate at the option of declarant or its successors or assigns, as to (but only as to) such property which is so reacquired by declarant or its successors or assigns through any such foreclosure sale, or by any such deed given in lieu of any such foreclosure upon the recording in the office of said County Recorder of an instrument of termination of restrictions, which instrument shall specifically described the property, or portion thereof, which is to be free of said restrictions.

### Section 4: ENFORCEMENT OF RESTRICTIONS

Every act or omission whereby any covenant, condition or restriction contained in this declaration is violated in whole or in part, is declared to be and shall constitute a nuisance and may be enjoined or abated by declarant, or by any owner or owners of any lot or parcel embraced within the subject property, or within the appurtenant property described in Exhibit "B". Each remedy provided for in this declaration shall be cumulative and not exclusive.

## ARTICLE III

### MORTGAGE CLAUSE, ETC. - ADDITIONAL RESTRICTIONS

#### Section 1: MORTGAGE CLAUSE, ETC.

No breach or violation of any of the covenants, conditions or restrictions contained in this declaration shall in any manner whatsoever affect or impair any bona fide mortgage or deed of trust (or the lien or title thereof) which may have been or which may hereinafter be given in good faith and for value, but any subsequent owner of the subject property, or of any portion thereof, shall be bound by the covenants, conditions and restrictions contained in this declaration, whether acquired by foreclosure (except as provided in Section 2 of Article II hereof), at trust deed sale, or otherwise; and there shall be no right of reversion or right of re-entry under any of the covenants, conditions or restrictions contained herein by reason of any breach or violation of any such covenant, condition or restriction.

Section 2: ADDITIONAL RESTRICTIONS

Nothing contained in this declaration shall prohibit or prevent the establishment of additional covenants, conditions or restrictions upon the subject property, or upon any portion thereof, excepting and providing that such additional covenants, conditions and restrictions shall not, subject to the provisions of Section 2 of Article II hereof, modify, amend or terminate any of the covenants, conditions and restrictions contained in this declaration, but such additional covenants, conditions or restrictions may provide prohibitions, limitations and restrictions as to the use of said property covered hereby or of any portion thereof in addition to the prohibitions, limitations and restrictions contained in this declaration provided that such additional prohibitions, limitations and restrictions do no conflict with the prohibitions, limitations and restriction contained in this declaration.

ARTICLE IV

MISCELLANEOUS

Section 1: MISCELLANEOUS USES

Anything contained in this declaration to the contrary notwithstanding, the permitted uses contained in Sections 1 and 2 or Article 1 of this declaration shall include use of the subject property, or any portion thereof, for public utility and light facilities and pole lines and pipe lines, including without limitation, in singular as well as plural number, water lines, sewer lines, gas lines and electrical transmissions lines, pumping plants for sewage or water and water reservoirs, and also shall include use of portions of said property for parking and service areas for purposes permitted hereunder and also use for roads, bridle trails and driveways and drainage conduits and structures.

Section 2: ACCEPTANCE OF PROVISIONS

Each grantee, owner, lessee and/or occupant of any lot or parcel within the subject property shall accept such lot or parcel subject to all the covenants, conditions and restrictions provided for in this declaration, and each and all of such covenants, conditions and restrictions shall run with the land and shall be binding upon and inure to any pass with each and every lot or parcel of land covered hereby.

Section 3: SEVERABILITY

Should any of the provisions of this declaration prove to be invalid or otherwise ineffective, the other provisions of this declaration shall remain in full force and effect.

IN WITNESS WHEREOF, declarant has affixed its signature the day and year first above written.

ROSSMOOR CORPORATION, a  
California Corporation

BY: R. J. RIGNEY  
Vice President

BY: ROBERT ROSENWALD  
Secretary



Mutuals 8, 16 + 17

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M= 132050

35955

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After Recording Mail to:  
Terra California  
905 California Street  
San Francisco, California  
Attention: Richard M. Adams

MAY 17 1968

RECORDED AT REQUEST OF  
Title Insurance and Trust Company  
AT 4:15 P.M. 1968  
CONTRA COSTA COUNTY RECORDS  
W. I. MASCH  
COUNTY RECORDER

6.80

DECLARATION OF ESTABLISHMENT  
OF  
COVENANTS AND RESTRICTIONS

WHEREAS, TERRA CALIFORNIA, a California Corporation, hereinafter being referred to as "Declarant", is the owner of the hereinafter described property, and

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

All that real property located in the County of Contra Costa, State of California as described in Schedule G-1 attached to that certain Deed of Trust dated May 7, 1968, and recorded May 17, 1968 as document number 35955, in the office of the County Recorder of said County in Book of Official Records at Page

WHEREAS, it is the intention and desire of declarant that the property described above be developed as commercial, recreational and residential property and it is its 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, declarant hereby declares 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

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905 California Street  
San Francisco, California  
Attention: Richard M. Adams

used for private residential purposes exclusively and no residence or 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, aeriols, 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, aeriols, 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, aeriols, 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 the

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BOOK 5627 PG 89

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San Francisco, California  
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President, General Counsel and Secretary of Terra 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 and 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 heretofore 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

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5627 N 90

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 declarant 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 said 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

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BOOK 5627 PG 91

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on 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, declarant 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 declarant is the respective owner of, whether such property is originally owned by declarant, or is acquired, or is reacquired by declarant 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 recorded 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. 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 as of the date of recording of such instrument.

**(C) ENFORCEMENT:** Each deed of conveyance from the declarant 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 declarant without such identification and without such incorporation shall be conclusively deemed not to be residential and therefore 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 abated by declarant, 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 declarant or its 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.

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10. SEVERABILITY: Invalidity 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 not be binding or effective against the Federal Housing Commissioner, the Federal Housing Administration or their successors or assigns.

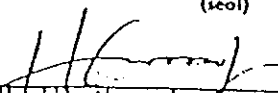
IN WITNESS WHEREOF, said TERRA CALIFORNIA has caused these conditions to be executed and recorded by its duly authorized officers who have hereto affixed their signatures this 17 day of May, 1968.

TERRA CALIFORNIA, a California Corporation

BY:   
Wilburn H. Irish, President

REAL APPLIED

(seal)

BY:   
Hobart L. Moose, Jr., Secretary



