

DECLARATION OF RESTRICTIONS

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.

October 7, 1967

TO ALL CASTLEWOOD COUNTRY CLUB
AREA PROPERTY OWNERS:

Enclosed find a copy of the 1954 Declaration of Restrictions made the 31st day of August 1954 and duly executed and recorded on most all the lands within the Castlewood Country Club grounds.

This affects all the property with few exceptions either by the original recording or later agreements, when a parcel has been connected to the sewer or the water systems belonging to the Castlewood Country Club.

A copy of this Declaration of Restrictions should have been given to you upon purchase of your property by the Title Insurance Company who gave title to the parcel. You should read this Declaration carefully.

The Castlewood Country Club has been designated the power to interpret and enforce certain of the conditions, restrictions and charges set forth in this Declaration. The Castlewood Country Club has extended the courtesy to the Castlewood Property Owners Association's "Building Committee" to review the plans for new homes and improvements regarding architecture and plot planning and make recommendations to the Castlewood Country Club. The Castlewood Country Club reserves and does

make all final decisions and is not bound by the Associations recommendations.

Very truly yours,

R. O. Curtola
General Manager

DECLARATION OF RESTRICTIONS

This Declaration made this 31st day of August 1954, by North American Title Guaranty Corporation, Alameda Division, a corporation organized and existing under the laws of the State of California, hereinafter referred to as Declarant.

WITNESSETH

That whereas Declarant is the owner of that certain tract of land lying in the County of Alameda, State of California, located on the Castlewood Country Club and delineated on that certain map of Castlewood Country Club prepared by W. Edward Dutra, Civil Engineer, dated June, 1954 and filed with the Division of Real Estate of the State of California, and referred to in that final subdivision public report on Castlewood Country Club, Res #1558 Oak, by the Division of Real Estate of the State of California.

WHEREAS, Declarant is about to sell parcels of land shown on the aforesaid map and desires to subject the said parcels more particularly described in clause one (1) hereof, prior to the sale thereof, to the respective conditions, restrictions and charges hereinafter set forth for the benefit of said parcels and of the present and subsequent owners thereof; and

WHEREAS, the power to interpret and enforce certain of the conditions, restrictions and charges set forth in this Declaration is to reside in Castlewood Home Association, or other organization, organized and existing under the laws of the State of California;

NOW, THEREFORE, North American Title Guaranty Corporation, Alameda Division, hereby declares that the real property described in and referred to in Clause one (1) hereof is and shall be conveyed subject to the covenants, conditions, restrictions and charges set forth in the various clauses and subdivisions hereof, to-wit:

CLAUSE I
Property Subject to This Declaration of Restrictions

The real property which is and shall be held and shall be conveyed subject to the covenants, conditions, restrictions and charges with respect to the various portions thereof set forth in the various Clauses and Subdivisions of this Declaration is located in the County of Alameda, State of California and is particularly described as is set forth in Exhibit A attached hereto and made a part hereof.

CLAUSE II
General Purposes of Restrictions

The real property described in Clause I (one) hereof is subjected to the restrictions hereby declared to insure the best use and most artistic development and improvement of each building site thereof; to preserve so far as practicable the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes to insure the highest and best development of said property; to encourage and secure the erection of artistic and attractive homes thereon; to guard against depreciation in values thereof occasioned by haphazard and inharmonious improvement of building sites; to secure and maintain uniform set backs from streets and adequate free spaces between structures; to blend the development of homes, fences and landscaping and other improvements into the contiguous and adjacent golf courses in a harmonious manner consistent with the use of said contiguous and adjacent golf courses for the sport of golf and in a manner and method of construction, design and landscaping so as not to interfere, hinder, restrict or prevent the use of said golf courses for the sport of golf; and in general, to adequately provide for a high type and quality of improvement in said property.

CLAUSE III
Definition of Terms

1. Dwelling-house. The word "dwelling-house" wherever used in this Declaration shall be deemed and construed to include both the main portion of such structure, and all projections therefrom, such as bay, bow, or oriel windows, exterior chimneys, covered porches or porticoes and the like, including garage incorporated in and forming a part thereof; but shall not include the eaves of such structures, nor any open pergola, nor any uncovered porch, stoop or steps, the balustrades or sides of which do not extend more than three (3) feet above the level of the first floor of said building.

2. Aforesaid map. The words "aforesaid map" wherever used in this Declaration mean and refer to that certain map entitled Map of Castlewood Country Club, prepared by W. Edward Dutra, Civil Engineer, dated June 1954, and filed with the office of the Division of Real Estate of the State of California, delineating the property more particularly described in Exhibit A attached hereto.

3. Said property. The term "said property" wherever used in this Declaration means and refers to the property described in the foregoing Clause I hereof and shall be construed as referring to such property only.

4. Setback. The term "setback" as used in this Declaration means the distance between the

dwelling-house or other structure referred to and the nearest line of the street referred to.

5. Street. The word "street" wherever used in this Declaration means and refers to any street, highway, or other thoroughfare shown on said map or contiguous to said property or any part thereof, whether designated thereon as street, avenue, boulevard, drive, road, place or court.

6. Castlewood Home Association. This name whenever used shall refer to the organization to whom declarant may or shall assign the enforcement of these restrictions which said name may be different therefrom at discretion of declarant.

CLAUSE IV

Prohibition Against Use For Other Than Private Residence Purposes

1. Said property shall not be used, nor shall any portion thereof be used for any purpose other than private residence purposes;

2. No dwelling designated or intended for occupation by more than one family shall be erected or maintained on said property, or on any part thereof; and no flat, duplex, double house, apartment house or bungalow court shall be erected or maintained on said property or any part thereof;

3. No store, market shop or other mercantile or business establishment of any kind whatsoever shall be maintained, operated or conducted on said property or on any part thereof;

4. No hotel or public boarding or lodging house shall at any time be erected, maintained, carried on or conducted on said property, or on any part thereof;

5. There shall not be erected, permitted or maintained upon said property or on any part thereof any saloon or place for the sale or manufacture of malt, vinous, spirituous or intoxicating liquors, any foundry, blacksmith shop or manufactory of any kind; any quarry or pit; any undertaking establishment, crematory, hospital, public baths, sanitarium, asylum or institution of like or kindred nature; any stable, cattle yard, corral, slaughter house, hog pen, kennels, poultry yard, pigeon loft, house or cage, rabbit hutch or house; any public or livery stables, nor shall any carpet beating plant, dyeing or cleaning works, tannery or public laundry; nor shall any noxious thing, activity, trade or business or use of the property whatsoever be permitted, carried on or maintained thereon; nor shall any cattle, goats, hogs or similar livestock, dogs, cats, poultry, pigeons or rabbits be bred or raised upon said property, nor shall there be maintained any sign, notice or public bulletin.

CLAUSE V
Character of Buildings

1. No building shall be erected or maintained upon any lot or building site of said property except a private dwelling-house and the outhouses hereinafter permitted. Each such dwelling-house shall be designed and intended for occupation by no more than one family.

2. Outhouses appurtenant to said dwelling-house may be erected and maintained provided that no outhouses shall be more than one and one-half (1 ½) story in height.

3. For the purposes of this Declaration a private garage (not more than one and one half (1 ½) story in height) for the use of the owner or occupant of the building site upon which said garage is erected shall be deemed an outhouse.

4. A private garage may be incorporated in and be made a part of such private dwelling-house as is permitted by this Declaration of Restrictions to be erected on the building site.

5. No outhouse of any kind shall be erected or maintained upon any building site prior to the erection thereof of such dwelling-house as is permitted hereby.

6. Nothing in this Clause or in Clause IV hereof shall be construed to prevent the maintenance by Delcarant or their designee of structures for the conduct of its business in connection with said property.

CLAUSE VI
Conditions as to Fences

1. No tight board fence shall be erected or maintained on said property.

2. No fence or boundary wall situated anywhere upon any lot or building site shall have a height greater than 6 (6) feet above the finished graded surface of the ground upon which such wall or fence is situated. Nor shall any wall, fence or hedge situated within the setback area of any dwelling-house as to any street have a height greater than four (4) feet above the finished graded surface of the ground upon which such fence or wall is situated.

CLAUSE VII
Approval of Plans and Location of Structures

1. No building, fence, wall, retaining wall or other structures shall be erected or maintained upon said property, or on any part thereof, nor shall any alteration for which it is necessary to secure a

permit from any official, or board, or other public authority, be made in the exterior of such structure, unless and until complete plans and specifications thereof, color scheme thereof, and a block plan showing and fixing the location of such structure or of such altered structure on the building site with reference to the street and side lines thereof (and grading plan, if requested) shall have been first submitted in writing for approval to and approved in writing by Castlewood Homes Association, and copies of such plans, specifications, color scheme, block plan (and grading plan, if requested) as finally approved deposited permanently with Castlewood Homes Association. Such plans, specifications, color scheme, block plan and grading plans shall be submitted in writing for approval, over the signature of the owner of the building site, or over the signature of his duly authorized agent, on a form prepared by and satisfactory to Castlewood Homes Association. The approval of said plans and specifications, color scheme, block plan and grading plan, may be withheld not only because of the non-compliance of any thereof with any of the specific conditions, covenants and restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of Castlewood Homes Association, with grading plans, location of the structure on the building site, the color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed structure, or altered structure, the materials used therein, the kind, pitch, or type of roof proposed to

be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of Castlewood Homes Association would render the proposed structure inharmonious or out of keeping with the general plan of improvement of said property or with the structures erected or to be erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected, or with the golf course maintained or improvements made by the Castlewood Country Club.

2. No building, fence, wall, retaining wall or other structure shall be erected or maintained upon said property unless the same shall be constructed and located in conformity with the plans and specifications, color scheme, block plan (and grading plan if requested) therefor approved by Castlewood Homes Association as provided in Subdivision one (1) of this Clause VII (seven).

3. After the expiration of one (1) year from the date of issuance of a building permit by the duly constituted authority, the structure or alteration described in such permit shall, in favor or purchasers and encumbrancers from the owner causing such structures to be erected or alteration to be made, be deemed to comply with all the provisions of Subdivisions I and II (1 and 2) of this Clause VII (7), unless actual notice to the contrary shall have been given to such purchaser or

encumbrancer or legal proceedings shall have been instituted to enforce such compliance.

4. The approval of Castlewood Homes Association for use on any building site of any plans or specifications, color scheme, block plan, or grading plan, submitted for approval, as herein specified, shall not be deemed to be a waiver by Castlewood Homes Association of its right to object to any of the features or elements embodied therein, if and when the same features or elements are embodied in any subsequent plans or specifications, color scheme, block plan, or grading plan submitted for approval as herein provided with respect to other building sites.

5. If, after such plans and specifications, color scheme, block plan (and grading plan if requested) have been approved by Castlewood Homes Association, the building, fence, wall or other structure shall be altered, erected or maintained upon the building site otherwise than in accordance therewith, such alteration, erection or maintenance shall be deemed to have been undertaken without the approval thereof by Castlewood Homes Association ever having been obtained as required by this Declaration.

CLAUSE VIII
Setback of Building

1. Every dwelling-house or building erected or maintained on any building site of said property shall have a setback of not less than twenty (20) feet from the street upon which such building site fronts unless Castlewood Homes Association shall determine that the topography or shape of the building site renders a setback of twenty (20) feet impracticable, in which event Castlewood Homes Association shall fix the setback for such building site.

2. Declarant hereby delegates to Castlewood Homes Association the power to determine whether or not the topography or shape of any building site renders a setback of not less than twenty (20) feet impracticable therefor; and if Castlewood Homes Association shall determine that a minimum setback of twenty (20) feet is not practicable for any building site, Declarant delegates to Castlewood Homes Association the power to fix the setback for such building site.

3. For the purposes of this Declaration a building site shall be deemed to front on one side only; and if a building site borders upon more than one street Castlewood Homes Association shall determine upon which of said streets such building site fronts, and is hereby given authority to do so.

CLAUSE IX
Building Sites

1. A building site shall be a unit, lot or parcel composed as follows:

A. Of a portion of any unit, lot or parcel (other than a corner unit, lot or parcel) provided that such parcel shall have a frontage of not less than one hundred (100) feet or;

B. Of contiguous portions of any two or more contiguous units, lots or parcels (other than corner units, lots or parcels), provided that such unit, lot or parcels shall have a frontage of not less than one hundred (100) feet; or

C. Of any two or more contiguous units, lots or parcels, or of any unit, lot or parcel or contiguous units, lots or parcels and a portion of one, or portions of any unit, lot or parcel, or units, lots or parcels (other than a corner unit, lot or parcel) contiguous to said unit, lot or parcel or units, lots or parcels;

D. With the consent and approval of Castlewood Homes Association, portions of corner units, lots or parcels may be used in forming building sites otherwise composed as described in that certain map of Castlewood Country Club prepared by W. Edward Dutra, Civil Engineer June 1954, provided that no corner unit, lot or parcel

shall be thereby reduced to a less area than ten thousand (10,000) square feet;

E. Corner units, lots or parcels shall otherwise be kept intact;

2. The term "building site" whenever used in this Declaration means and refers to a building site as above defined.

3. No more than one dwelling-house shall be built upon any one building site.

CLAUSE X

Cost of Improvements

1. No dwelling-house shall be erected or maintained upon any building site embracing any of the units, lots or any portion or portions of any of said units or lots which, including a reasonable fee of Architect, as well as a reasonable profit for Builder, shall cost, or be of the value of less than the sum of fifteen thousand (\$15,000) dollars or such larger sum as may be specified by Declarant in the contract and conveyance covering any such building site to be conveyed, or a living floor area of less than fifteen hundred (1,500) square feet.

CLAUSE XI

Preservation of Trees

1. No tree growing on said property shall be cut down, destroyed, mutilated or disfigured without the written consent of Castlewood Homes Association.

CLAUSE XII
Streets and Rights of Way

1. All streets or portions of streets shown on said map of Castlewood Country Club herein referred to in Clause IX (9) are private streets.

2. Declarant has dedicated to said Castlewood Corporation, its successors, and assigns forever, the right to construct and maintain a sewer or sewers, and the right to permit to construct and maintain gas pipes and water pipes, poles, and pole lines, underground conduits and manholes, and the appurtenances thereof, and on said poles and pole lines and in and through said conduits, to carry, conduct and use telephone and telegraph wires and cables, and wires and cables of all kinds used for conveying and supplying electric current of all kinds and for all purposes, upon, in and under a strip of land five (5) feet wide contiguous to the property line of each building site and running completely around each said building site, and the right to enter upon or permit to enter upon said strips of land, for the purpose of constructing, maintaining, reconstructing or repairing said sewer or sewers for the purpose of constructing, erecting,

maintaining, reconstructing or repairing said gas pipes and water pipes, poles, pole-lines, conduits and manholes, with their appurtenances and said wires and cables, excepting, however, that any of said strips of land used for sewer purposes shall not be used for any of the other purposes heretofore stipulated, except gas pipes and water pipes.

3. Declarant has also dedicated to Castlewood Corporation, its successors and assigns, all natural drainage and floor ditches and culverts existing on the real property herein described in Clause I (one) as of the date of this Declaration; provided, however structures may be built over said drainage and flood ditches, or landscaping installed if drainage pipes or conduits are provided by owner. No said installation shall be made by owner unless and until plans and specifications therefore, shall have been first submitted in writing for approval to and approved in writing by Castlewood Corporation, its successors or assigns to the area from which water drains into each said dedicated ditch or culvert.

CLAUSE XIII
Provision for Upkeep

1. All of said property, whether owned by Declarant or otherwise (except streets, parks, playgrounds now or hereafter opened, laid out or established, open spaces and areas maintained for general use of owners of portions of said property

and land dedicated, taken or sold for public improvements or use), shall be subject to an annual charge or assessment per square foot.

2. The annual charge or assessment upon said property shall in no event exceed twenty mills (\$.020) per square foot of determined area.

3. Declarant hereby expressly delegates to Castlewood Homes Association the sole authority to fix the rate per square foot of such charges or assessments, subject to the aforesaid limitation as to the amount thereof, and to expand for the purposes hereinafter specified the money paid in on such charges or assessments.

4. Said annual charge or assessment shall be determined and fixed during December of each year for the ensuing year by Castlewood Homes Association as the needs of said property may in its judgment require, or as the maintenance costs are increasingly met by municipal authority.

5. The right to collect and enforce the collection of such charges or assessments is hereby granted to Castlewood Homes Association, its successors or assigns. Such charges or assessments shall be paid annually in advance to Castlewood Homes Association on the first (1st) day of January in each and every year, on which date such charge or assessment for the ensuing year shall become a lien upon the land and so continue until fully paid.

6. And the purchasers of portions of said property by the acceptance of deeds, therefor, whether, from Declarant or subsequent owners of such property, or by the signing of contracts or agreements to purchase the same, shall become personally obligated to pay such charges or assessments upon the portion or portions of said property purchased or agreed to be purchased by them and shall thereby vest in Declarant, or its assigns, the right and power to bring all actions for the collection of such charges and assessments and the enforcement of such liens. And such right and power shall continue in Declarant and its assigns and such obligation shall run with the land, so that the successive owners and owner of record of any portion of said property, and the holder or holders of contracts or agreements for the purchase thereof, shall in turn become liable to pay all such charges or assessments which shall become a lien thereon during their ownership thereof.

7. Declarant, their successors or assigns agree to pay to Castlewood Homes Association the aforesaid charges or assessments levied upon any portion of said property owned by it which is subject to such charges or assessments, on the same basis as such charges or assessments are paid by other building site owners in said property on building sites in the same locality, but only until such portion of said property is sold or contracted to be sold.

8. Said charges or assessments and the lien thereof shall be subordinate to the lien of any mortgage, or mortgages, on the property subject thereto, and shall also be subordinate to and subject to the interest created and title conveyed by any deed of trust or deeds of trust on such property; provided, however, that upon foreclosure sale, or trustee's sale, under any such mortgage or deed of trust, the property therein described shall be sold subject to the charges and assessments imposed by this Clause and the lien thereof.

9. Said charges or assessments shall be applied by Castlewood Homes Association toward the payment of the cost of any or all of the following "upkeep", "road maintenance" or "maintenance costs", to-wit:

A. Improving and maintaining entrance gateways, ornamental fences, fountains and other ornamental features now existing or hereafter to be erected on said property or on the streets therein or bordering thereon;

B. Improving and maintaining such streets, parks and other open spaces, including all grass plots, park strips and other planted areas within the lines of said streets now existing or hereafter to be created, in or bordering upon said property; or shall be maintained for the general use of the owners

of lots or building sites within said property described in Clause I (one) hereof, and their successors in interest.

C. Caring for vacant, unimproved or unkept lots and plots, removing grass and woods therefrom, and any other things necessary or desirable in the judgment of Castlewood Homes Association to keep said property and the plots contiguous thereto neat and in good order;

D. Sweeping, cleaning and sprinkling the streets within or bordering upon said property, collecting and disposing of street sweepings therefrom, and rubbish, garbage and the like from said property.

E. Taxes and assessments, if any, which may be levied by any authority upon the streets and parks now or hereafter opened, laid out or established, and other open spaces maintained and lands acquired for the general use of the owners of lots or building sites within said property, including taxes and assessments levied on the aforesaid entrance gateways, ornamental fences and fountains and other ornamental features, whether taxed or assessed as a part thereof or separately;

F. The expense incident to the examination and approval of plans and specifications, color schemes, block plans and grading plans, as provided in Clause VII (seven), and to such supervision of construction as may be required to insure compliance therewith; including the services of architects employed to examine and advise upon said plans and specifications, color schemes, block plans and grading plans;

G. Expenses, if any, incident to the enforcement of the restriction, conditions, covenants, charges and agreements contained in this Declaration, and to the collection of the charges or assessments provided for in this Clause; and

H. Payment of a sum per year to the Castlewood Corporation, their successors or assigns of the private roads and sewer delineated on aforesaid map, and for the purpose of maintaining and repairing the private roads, drains and sewers leading to and servicing the real property described herein in leading to and servicing the real property described herein in Clause I (one) from the public roads adjacent to said real property.

I. Office expenses incident to the conduct of the business of Castlewood Homes

Association and all licenses, franchise taxes and governmental charges levied against said corporation.

CLAUSE XIV
Scope and Duration of Conditions,
Restrictions and Charges

All of the conditions, restrictions and charges set forth in this Declaration are imposed upon said property for the direct benefit thereof as a part of a general plan of development, improvement, building, occupation and maintenance hereby adopted therefor by Declarant; and said conditions, restrictions and charges shall run with the land.

CLAUSE XV
Modification of Conditions,
Restrictions and Charges

Any of the conditions, restrictions and charges contained in this Declaration, except those set forth in Subdivision 5 (five) of Clause IV (four) and the upkeep and maintenance charges set forth in Clause XIII (thirteen) may be annulled, waived, changed or modified with respect to any portion of said property by Declarant with the consent of Castlewood Homes Association, and of the owner or owners of record of such portion of said property.

CLAUSE XVI
Violation of Conditions and
Restrictions

1. Violation of any of the conditions or restrictions herein contained shall give to Declarant and to Castlewood Homes Association the right to enter upon the property upon or as to which such violation exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and Declarant or Castlewood Homes Association shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

2. The result of every act or omission, thereby any condition or restriction herein contained is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by the Declarant or by Castlewood Homes Association at the option of Declarant. Such remedies shall be deemed cumulative and not exclusive.

CLAUSE XVII
Right to Enforce

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, Castlewood Homes Association, Castlewood Corporation, their successors or assigns, or by the owner or owners of any portion of said property, and each of their legal representatives, heirs, successors and assigns; and failure of Declarant, Castlewood Homes Association, Castlewood Corporation or any other property owner, or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so thereafter.

CLAUSE XVIII
Assignment of Powers

Any or all of the rights and powers of Declarant herein contained may be assigned to Castlewood Homes Association, Castlewood Corporation or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights and powers assigned, and, upon any such corporation or association evidencing its consent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be

subject to the same obligations and duties as are given to and assumed by Declarant.

Subject to Errant Golf Balls

Said real property is subject to the passage through or landing upon by golf balls driven through or upon said property by inadvertence, error or incompetence of any person using any adjacent or contiguous golf course for the sport of golf; provided, however, the owner of any building site may prohibit any said person from trespassing on his said property to recover possession of said errant golf ball or from extracting said errant ball from said property by any manner or make of device.

The owner of any lot, parcel or building site in said property assumes the risk of damage to said property or any improvement thereon and said property is subject to damage or injury caused by any said errant golf balls.

IN WITNESS WHEREOF the undersigned have duly executed this Declaration this 31st day of August, 1954.

North American Title Guaranty Corporation, Alameda Division

By J. L. Long
J. L. Long

Assistant Secretary

This is a copy of the original:
Declaration of Restrictions
Dated August 31, 1954

CASTLEWOOD PROPERTY OWNERS ASSOCIATION
A non-profit corporation
C/O 4 Castlewood Drive
Pleasanton, California 94566

Eugene T. Marsh
Secretary-Treasurer
August 31, 1967