

Covenants, Conditions, and Restrictions

Different parts of HEIA have different CC&Rs. There is an ongoing effort to unify them, for the purpose of making them consistent and stronger. The existing CC&Rs are already similar to each other. This particular CC&R was reported to apply to all properties in HEIA except those on private roads.

Said real property is conveyed, and the grantee accepts this conveyance, subject to the following restrictions which shall be treated both as covenants and conditions:

- First: That no building or structure to be used for any purpose except that of a single-family dwelling house with the usual appurtenances thereto shall be erected or placed upon the above described property or any portion thereof at any time.
- Second: That no dwelling house shall be erected or placed upon the above described property which shall have a ground floor square foot area (exclusive of porches, terraces, porticos, patios and garages) of less than 1200 square feet for a one-story dwelling or less than 1000 square feet for a one and one-half or two-story, dwelling; and that no more than ONE (1) single-family dwelling house shall be erected or placed upon said real property before said last mentioned date; provided, however, that the foregoing shall not be construed to prohibit the erection or placement upon said real property of not more than one structure, separate from such single-family dwelling house, containing not to exceed three rooms and designed for and used solely as sleeping and recreational facilities on a completely gratuitous basis for members of the family of the owner or tenant of said single-family dwelling house and guests of said owner or tenant; and provided further that in no event shall legal or equitable title to the site of such separate structure be severed from legal title to the site of said single-family dwelling house. The design of said separate structure shall conform architecturally to the design of said single-family dwelling house, and for purposes of the restrictions said separate structure shall be deemed to be an appurtenance to said single-family dwelling house. The term "Ground Floor" as used herein shall refer to the principal or main floor of such dwelling house, and a dwelling house with finished living area below the ground floor shall be considered as one and one-half or two-story house.

No dwelling house or appurtenances thereto shall be erected or placed upon said real property, or any portion thereof, unless prior to the commencement of any construction, excavation or other work, two sets of complete plans and

specifications therefore, including front, side and rear elevations and floor plans for each floor and basement and two plot plans indicating and fixing the exact location of such structure on the building site with reference to the street and side lines thereof and together with grading plan, if requested first, shall have been submitted in, writing for approval of and approved in writing by the grantor.

Approval of such plans, specifications and location of structures by grantor shall be endorsed upon both sets of said plans and specifications, and one set thereof forthwith shall be returned by grantor to the person submitting the same and the other shall be retained by grantor as a permanent record.

Approval of any plans and Specifications as above set forth shall not be deemed to be a waiver by grantor of the right to object to any feature or element embodied therein, if and when the same feature or element is embodied in any subsequent plans or specifications submitted for approval for use on other building site as embraced within the tracts of land hereinafter referred to of which the above described property forms a part.

Any duly authorized agent of grantor may at any reasonable time enter and inspect any building or building site upon or in the above described property in the event grantor in good faith believes that a violation of any part of these restrictions is occurring or has occurred therein or thereon.

Grantor from time to time may delegate to any person or persons the right to consider and investigate and to approve or disapprove any plans and - specifications, plot plan and grading plan hereinabove referred to.

Any building or structure commenced to be erected or placed upon the above described property shall be prosecuted to completion with due diligence.

No outhouse, garage, stable, shed, tent, trailer or temporary buildings of any kind shall be erected, constructed; permitted or maintained on the above-described property prior to commencement of the erection of such dwelling house as is permitted in paragraph second as set forth in this deed.

- Third: That no store, saloon, grocery, factory or any mercantile business or other establishment of any kind or nature shall be erected on said real property, nor shall say such business be carried on on said real property, nor shall any spirituous or malt liquors be manufactured, sold, exchanged, bartered or dealt in upon said real property at any time and that said real estate shall not be used for anything except residential purposes at any time; provided, however, that a

barn for horses may be maintained upon said premises for the use of the residents thereof but not for rental nor an a business.

No hospital, sanitarium, rest home or institution of similar character shall be conducted or maintained upon any part of the above described property.

No noxious, dangerous or offensive things activity or nuisance shall be erected, maintained, operated, carried on, permitted or conducted upon, any part of the above described property.

No signs, placards or notices shall be erected, placed or maintained upon any part of said described property, except that not more than one "for sale" or "for rent" sign may be placed on said described property then held for sale or for rent, and such sign shall not exceed 18 inches by 24 inches in dimensions.

The foregoing restrictions shall be deemed automatically renewed and extended for an additional period of ten years on the tenth anniversary of January 1, 1973, unless prior to said last mentioned date the owner or owners of more than one-half of the total land area (exclusive of areas within the roads shown on the above described maps, or on maps covering the future tracts above referred to) embraced within the tracts of land as delineated upon those certain two maps entitled "Records of Survey, etc." and filed respectively July 19, 1947, in Book 2 of Licensed Surveys, pages 37 to 40, inclusive, and April 13, 1951 in Book 3 of Licensed Surveys, pages 14 and 15, in the office of the County Recorder of Alameda County, and the lands in any further and future tracts contiguous to said lands, or contiguous to such further or future tracts, provided the lands embraced in such further and future tract or tracts are now owned by grantor and form a part of that portion of the parcel of land firstly described in the deed by Syndicate Merriewood Co., Ltd. to American Trust Company, dated August 22, 1946, recorded August 30, 1946, in Book 4934 of Official Records of Alameda County, page 304 (Recorder's Series TT/77284) that lies Easterly of the general Western line of the land shown on said Records of Survey, of which the land above granted forms a part, execute, acknowledge and record in said office a declaration modifying or terminating said restrictions; and in the same manner said restrictions as the same now exist or as they may have been last so modified shall be deemed, renewed and extended for successive additional periods of ten years each unless prior to the expiration of any such ten-year period, the owner or owners of more than one-half of said total land area (exclusive of areas within the roads shown on the above described maps or on maps covering the future tracts above referred to) execute, acknowledge and record in said office a declaration modifying or terminating said restrictions.

For the purpose of modifying or terminating said restrictions upon any given date, it shall be conclusively presumed for all purposes that the owner or owners of the land embraced within said tracts of land are the persons, firms or corporations in whose names title to said land stands of record on such date as disclosed by the records on file in the office of said County Recorder.

- Fourth: At any time during the term of the restrictions (whether original or as extended or modified pursuant to the provisions hereof) all of the power and authority of the grantor hereunder may, by instrument duly executed by the grantor and recorded in the office of the County Recorder of said Alameda County, be transferred, assigned and conveyed to any association or non-profit corporation, the members of which include the owners of not less than 50% in area (exclusive of areas within the roads shown on the above-described maps, or on maps covering the future tracts, above referred to) of all the real property subject to like or substantially similar restrictions as embraced within the tracts of land covered by Records of Survey filed respectively on July 19, 1947, in Book 2 of Licensed Surveys, pages 37 to 40, inclusive, and on April 13, 1951, in Book 3 of Licensed Surveys, page 14 and 15, in the office of the County Recorder of said Alameda County, of which the land above granted forms a part, and within any further and future tracts, contiguous to said lands, or tracts contiguous to such further and future tracts, provided the lands embraced in such further and future tracts are now owned by grantor and form a part of that portion of the parcel of land firstly described in the deed by Syndicate Merriewood Co., Ltd. to American Trust Company, dated August 22, 1946, recorded August 30, 1946 in Book 4934 of Official Records of Alameda County, page 304 (Recorder's Series TT/77284) that lies Easterly of the general Western line of the land shown on said Records of Survey; provided, however, that the articles or by-laws of any such association or corporation shall at the date of such assignment, transfer and conveyance provide that the owner of any of the parcels of land embraced within all said tracts of land shall be entitled to membership therein and that in connection with any matter requiring the vote of the members of such association or corporation each member shall be entitled to one vote. As used in this deed the word "Grantor" shall mean any such transferee or assignee of or successor to Grantor after any such transference, assignment or conveyance by American Trust Company.
- Fifth: The grantee by the acceptance of this deed, agrees to contribute to the expense of the beautification, upkeep, repair and care of the roads, except Skyline Boulevard, as delineated upon those certain maps covered by Records of Survey filed respectively on July 19, 1947 in Book 2 of Licensed Surveys, pages 37 to 40, inclusive, and on April 13, 1951 in Book 3 of Licensed Surveys, pages 14 and 15, in the office of the County Recorder of Alameda

County, of which the land above granted forms a part, and any other roads in any further and future tracts contiguous to the area described in said maps, or tracts contiguous to such further tracts, provided such lands embraced in such further tract or tracts are now owned by grantor and form a part of that portion of the parcel of land firstly described in the deed by Syndicate Merriewood Co., Ltd. to American Trust Company, dated August 22, 1946, recorded August 30, 1946 in Book 4934 of Official Records of Alameda County, page 304 (Recorder's Series TT/77284) that lies Easterly of the general Western line of the land shown on said Records of Survey. The amount to be contributed by the grantee to said expense shall be such proportion of the entire expense as the area of the land above granted bears to the entire area of all the parcels fronting on said roads shown on the above described maps, and the roads in any further and future tract or tracts as above referred to, except Skyline Boulevard. The calculations of the amount to be paid at any time shall be made upon the areas as the same exist at the time of as calculations and shall be made by the Grantor. The payment of said contributions shall be made annually to the grantor or to its successor in interest on the first day of January of each year. The said beautification, upkeep, repair and care shall be such as grantor or its successor in interest determines upon and the amount herein agreed to be contributed and paid to grantor shall be secured by a lien upon said land herein conveyed, which lien may be evidenced by a writing describing the land and setting forth the amount of the lien, and recorded in the office of the County Recorder of Alameda County; and unless said lien appears of record, it shall be conclusively presumed as to any bona fide purchaser or encumbrancer that there is no such lien.

Said restrictions shall be binding upon the heirs, executors, administrators, successors and assigns of the grantee and shall run with the land; violation or breach of any of the foregoing restrictions shall, give the grantor, its successors or assigns, the right, in addition to the ordinary remedies of breach of covenant, to re-enter the said promises by reason of the breach of conditions, whereupon the title to said real property shall revert forthwith to the grantor, its successors or assigns.