

The following is a copy (down to the signatures) of the Partial Rescission and Supplemental Declaration of Restrictions made by Hergan, Inc., et al, dated March 1, 1950 and recorded April 21, 1950 (File No. 18557).

CONTRA COSTA COUNTY TITLE COMPANY Order No. \_\_\_\_\_  
YOUR Order No. \_\_\_\_\_

WHEREAS, the undersigned parties are owners of all of the tracts of land described in the declaration of restrictions made by Century Finance Corporation, et al, recorded December 23, 1949 in Volume 1481 of Official Records, at page 569; and

WHEREAS, it is the desire of the undersigned owners to rescind all of the hereinbefore referred to declaration (1481 OR 569) except item numbered 5 thereof which reads as follows:

"No person other than that of the Caucasian race shall use or occupy any building on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.", and

WHEREAS, the tracts of land described in said declaration (1481 OR 569) have been subdivided into two units known as "Paradise Valley Unit No. 1, Contra Costa County, California", which map was filed in the office of the Recorder of the County of Contra Costa, State of California, on February 16, 1950 in Volume 39 of Maps, at page 11, and "Paradise Valley Unit No. 2, Contra Costa County, California", which map was filed in the office of the Recorder of the County of Contra Costa, State of California, on March 6, 1950 in Volume 39 of Maps, at page 28, and

WHEREAS, it is the desire of the undersigned owners of all the lots designated on said maps of Paradise Valley Units 1 and 2 (39 M 11 and 39 M 28), to record a supplemental declaration of restrictions;

NOW THEREFORE, the undersigned do hereby rescind all of the hereinbefore referred to declaration of restrictions except item numbered 5 thereof which reads as follows:

"No person other than that of the Caucasian race shall use or occupy any building on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant," and do further declare as follows:

WHEREAS, it is the desire of the undersigned owners of all of the lots designated on said maps (39 M 11 and 39 M 28) to establish the nature of the use and occupancy of the whole of said premises;

NOW THEREFORE, the undersigned, each for himself and itself, agree that all of said property shall be held and shall be conveyed and be held by each successor under the following conditions, which conditions are for the benefit of said land, the benefit of the respective owners of said land and their respective successors:-

1- All lots in the tracts shall be known and described as residential lots, and no structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage and other outbuildings incidental to residential use of the plot.

2- No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat of said property. In any event, no building shall be located on any residential building plot nearer than 15 feet to the front nor nearer than 10 feet to any side street line. No building, except a detached garage or other outbuilding located 40 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.



3. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6500 square feet or a width of less than 70 feet at the front building setback line, except that a residence may be erected or placed on any original lot as shown on the recorded plat.

4. No noxious or offensive trade or activity or kennels shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5- No trailer, basement, tent, shack, garage, barn, or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6- The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet.

7- Within the rear and side lines of all lots, a right of way five feet in width is hereby provided for and is hereby reserved in all deeds to be hereafter delivered. In the event that a residence is constructed in such a position so that the present lot line is not the building plot line, said right of way shall be located five feet in width within said building plot line. Said right of way may be used for the benefit of owners of lots in said subdivision for the purpose of installing and maintaining sanitary and storm sewers, gas and water pipe lines and electric power and telephone lines. No structure is to be located over said five foot strips of land.

8- No tight fences of any material shall be installed on any lot; fences, other than tight fences, which are not over 5 feet in height may be installed in the back yard or side yard area of any lot; no fences of any kind shall be installed in the front yard area of any lot.

9- Should any residence hereafter erected on said property or any portion thereof be destroyed by fire or otherwise, any structure erected to replace same shall conform in design to typical houses in said subdivision.

10- No animals or birds or fowl of any kind shall be kept or bred on any lot in the tract for commercial purposes. Only conventional and customary household pets shall be permitted, and only in reasonable numbers and of such types so as not to cause any annoyance or nuisance in the neighborhood.

11- Nothing contained herein shall impair or defeat the lien of a mortgage or deed of trust made in good faith and for value but any title acquired through foreclosure of a mortgage or by exercise of the power of sale under a deed of trust shall be subject to the terms, conditions, reservations and agreements of this declaration.

12- These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1973, at which time said Covenants shall be automatically extended for successive periods of 10 years, unless by vote of a majority of the then owners of the lots it is agreed to change said Covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.



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

(SIGNED AND ACKNOWLEDGED)