



**Secluded Valley Homeowners Association**  
**PO Box 1441**  
**Lafayette, CA 94549-1441**

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**Secluded Valley Homeowner's Association CC&R's**

Original with all Amendments incorporated as of June, 2020

**Declaration of Covenants, Conditions and Restrictions**

This declaration, made on this date hereinafter set forth by Envar-Lafayette Company, a co-partnership, hereinafter referred to as "Declarant".

**WITNESSETH:**

Whereas, Declarant is the owner of certain property in the County of Contra Costa, State of California, which is more particularly described as all lots as shown on the subdivision map of Tract 4220, files in the office of the County Recorder of Contra Costa, California, on January 23, 1973, in Map Book 153 at pages 43-48, inc. **NOW THEREFORE**, Declarant hereby declares that all of the properties described above shall be held, sold, conveyed and encumbered subject to the following easements, restrictions, covenants and conditions; which are for the purpose of enhancing and protecting the value, attractiveness and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE 1- DEFINITIONS**

**Section 1** "Association" shall mean and refer to the Secluded Valley Homeowner's Association, a California corporation, its successors and assigns.

**Section 2** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee single title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 3** "Properties" shall mean and refer to that certain property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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**Section 4** "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: Lot A, Map of Tract No. 4220.

**Section 5** "Lot" shall mean and refer to those plots of land, with the exception of the common area, shown upon the subdivision maps of Tract 4220 filed in the office of the County Recorder of Contra Costa California, on January 23, 1973, in Map Book 153 at pages 43-48 inclusive; Tract 4380 filed in the office of the County Recorder of Contra Costa, California, on October 30, 1974, in Map Book 174 at pages 7-12 inclusive; and Tract 5065 filed in the office of the County Recorder of Contra Costa, California, on November 17, 1980 in Map Book 242 at pages 25-30 inclusive. This specifies the number, size and configuration of those lots, which existed as of the said date.

**Section 6** "Declarant" shall mean and refer to Envar-Lafayette Company, a co-partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the declarant for the purpose of development.

**Section 7** "Mortgage" shall mean and include a deed of trust as well as a mortgage in the conventional sense.

**Section 8** "Member" shall mean and refer to every person or entity who holds membership in the Association.

### **ARTICLE II – The Restrictions**

**Section 1** No lot shall be used except for residential purposes or building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one half stories in height and a private garage for not less than two cars.

**Section 2** No dwelling shall be permitted on any lot at a cost of less than \$20,000.00 based upon cost levels prevailing on the date these Covenants are recorded, it being the intention and purpose of this Covenant to assure that all dwellings shall be of quality and materials substantially the same or better than that which can be produced on the date these Covenants are recorded at the minimum cost stated herein for the minimum dwelling size. The ground floor area of the main structure, exclusive of the One Story Open Porches and Garages shall not be less than 1,300 square feet for a one story dwelling nor less than 900 square feet for a dwelling of more than one story.

**Section 3** No business or practice of any profession of any kind shall be conducted on any

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residential lot, with the exception of Declarant or assigns in development of lots and sales.

**Section 4** No noxious or offensive activity shall be carried on, in or upon any lot or the common area nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.

**Section 5** No sign of any kind shall be displayed to the public view on any lot or the common area without prior written consent of the Association, except customary name and address signs and lawn sign of not more than five square feet in size advertising the property for sale or rent.

**Section 6** Nothing shall be done or kept on the common area which will increase the rate of insurance relating thereto without prior written consent of the Association and no owner shall permit anything to be done or kept on his lot or the common area which would result in the cancellation of insurance on any part of the common area or which would be in violation of any law.

**Section 7** No animals, livestock or poultry of any kind shall be raised, bred, harbored or kept on any lot or the common area, except that no more than two (2) dogs, cats or other common household pets may be kept on lots subject to the rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purposes.

**Section 8** No rubbish, trash, garbage or other waste material shall be kept or permitted upon any lot or common area except in sanitary containers located in appropriate area screened and concealed from view.

**Section 9** No fence, hedge, wall or other dividing instrumentality over six feet in height from the ground upon which it stands shall be constructed or maintained on any lot except as declarant may vary or exceed said height or location of any fence in accordance with its approved architectural plans.

**Section 10** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot: nor shall oil wells, tanks, tunnels, mineral excavations of shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

**Section 11** No outbuilding, basement, tent, shack, garage, trailer, shed or temporary building of any kind shall be used as a residence either temporarily or permanently.

**Section 12** Nothing shall be altered or constructed in or removed from the common area except upon written consent of the Association.

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**Section 13** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of a street property lines extended. The same sight lines limitation shall apply on any lot within Ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**Section 14** Slope control areas are reserved on all lots as shown on the plan titled: "Development Plan" and designated as erosion control areas. Within these slope control areas no structures, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

**Section 15** No lot shall be subdivided.

### **Section 16.** Rentals

**Section 16.1** No Lot, structure, or other real property or any portion of any Lot, structure or other real property, may be rented in whole or in part for a period of less than 90 days.

**Section 16.2** Rental of a Lot, structure or other real property, in whole or in part, for any period of time for any social, entertainment or recreational purpose, or any purpose other than single family residential, is a business use of the Property that is prohibited by Article II, Section 3. Nothing in this section limits the definition of what are other prohibited business uses.

**Section 16.3** Providing residential space for a caregiver in support of a resident of a single-family residence shall not be considered a rental prohibited by this Section 16 regardless of whether the compensation or consideration for the caregiver includes a charge, no charge or reduced charge for the rental value of such space.

The restrictions of this Section 16 apply to all rentals and subrentals, and without regard to by whom the Property or any portion thereof is rented. Any rental of any Property shall in writing expressly prohibit (1) any subrental for a period of less than 90 days and (2) any use, rental or subrental for any period of time for any social, entertainment or recreational purpose, other than single family residential.

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These restrictions do not apply to a rental approved by a majority vote of the Board of Directors for the benefit of the SVHOA as a whole.

### **ARTICLE III – PROPERTY RIGHTS**

#### **Section 1** Owner's Easement of Enjoyment

Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for the period not to exceed 30 days for any infraction of its published rules and regulations, after hearing by the Board of Directors of the Association.
- (c) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds, 2/3rds of each class of members agreeing to such dedication or transfer has been recorded.

#### **Section 2** Delegation of Use

Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

#### **Section 3** Easements

- (a) Easements for the installation and maintenance of utilities including water, sewer and drainage facilities are reserved as shown on the recorded plan. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere, or change the direction of flow of drainage facilities in easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, or if in a common area by the Association, except for those improvements for which a public authority or utility company is responsible.

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(b) No dwelling unit and/or other structure of any kind shall be built, erected or maintained upon any such recorded easement, reservation or right of way, and said easements, reservation and rights of way shall, at all times be open and accessible to public and quasi-public utility corporations, and other persons erecting , constructing or servicing such utilities and quasi-utilities, and to declarant , its successors or assigns, all of whom shall have the right of ingress egress thereto and there-from, and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out any of the purposes for which said easements, reservations and rights of way are hereby reserved and may hereafter be reserved.

### **Section 4 No Partition**

There shall be no judicial partition of the common area, nor shall grantor or any person acquiring any interest in the properties or any part thereof seek any judicial partition thereof; provided, however, that if any lot shall be owned by two or more co-tenants, as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants.

## **ARTICLE IV – MEMBERSHIP AND VOTING RIGHTS**

**Section 1** Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

**Section 2** The Association shall have two classes of voting membership as follows:

Class A – Class A members shall be all owners with the exception of the declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B – Class B member(s) shall be the declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total outstanding in the Class B membership or

(b) two (2) years from the date of the issuance of the most recent Public Report for a phase of the overall development; or

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(c) October 15, 1974

## **ARTICLE V – COVENANT FOR MAINTENANCE ASSESSMENTS**

### **Section 1** Creation of the Lien and Personal Obligation of Assessments

The declarant, for each lot owned within the properties, hereby covenant and each owner of any lot by acceptance of a deed therefore, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

### **Section 2** Purpose of Annual Assessments

The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties, and for the improvements and maintenance of the common area. As herein provided, said annual assessments shall include, and the Association shall require and pay for out of the funds derived from said annual assessments the following:

- (a) Water, sewage, garbage, electrical, lighting, telephone, gas and other necessary utility service for the common area.
- (b) Landscape planting, maintenance of pathways and fire control services for the common area; provided, however, that all landscaping, planting and weed control within private lot areas of any lot shall be provide by the owner thereof.
- (c) Fire insurance covering the full insurable replacement value of the improvements to the common area with extended coverage of amounts to be determined by the Board of Directors.
- (d) Liability insurance insuring the Association against any liability to the public or to any owner, their invitees or tenants, incident in their occupation and/or use of the common area and the lots in a combined personal injury and property damage coverage of liability not less than \$100,000.00 for each occurrence (such limits and coverage to be

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reviewed at least annually by the Association and increased or decreased at its discretion.)

(e) Workman's Compensation Insurance to the extent necessary to comply with any applicable laws and any other insurance deemed necessary by the Board of Directors of the Association.

(f) Standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in the minimum sum of \$10,000.00 or in greater amounts as the Board of Directors may determine from time to time.

(g) Painting, maintenance, repair, replacement and all landscaping of the common area, and such furnishings, buildings and equipment for the common area as the Association shall determine are necessary and proper, including but without limiting the generality of the foregoing, all equipment, furnishings and personnel for the recreational areas necessary or proper for the use thereof, and the facilities thereon by the owners for recreational purposes and the Association shall have the exclusive right and duty to acquire the same.

(h) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance but not to include hazard insurance for the lots or improvements thereon, taxes or assessments which the Association is required to secure or pay for pursuant to the terms of these restrictions, or by law or which in the opinion of the Association's Board of Directors shall be necessary or proper for the operation of the common area, or for the benefit of the lot owners, or for the enforcement of these restrictions.

### **Section 3 Maximum Annual Assessment**

Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be sixty (\$60.00) dollars per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to Owner, the maximum annual assessment may be increased not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 3% by a vote or written assent of 51% of each class of members.



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(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

### **Section 4** Special assessments for Capital Improvements

In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written consent of 51% of each class of members.

### **Section 5** Notice and Quorum for any Actions Authorized under Sections 3 & 4

Written notice of any meeting called for the purpose of taking any action by the members authorized under Sections 3 & 4 shall be sent by regular United States mail, or personally delivered to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting, such notice to be sent to the address of owner's lot or such other address designated in writing by said owner. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite percentage of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officer of the Association not later than 30 days from the date of such meeting.

### **Section 6** Uniform Rate of Assessment

Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

### **Section 7** Date of Commencement of Annual Assessments: Due Dates

The annual assessments provided for herein shall commence as to all the lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific lot have been paid.

### **Section 8** Effect of Nonpayment of Assessments: Remedies of the Association

If the assessment is not paid within the thirty (30) days after the due date, the assessment shall bear interest from the date of the delinquency at the rate of 8% per annum. In the event of a default or defaults in payment of any assessment and in addition to any other remedies herein

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or by law provided, the Association may enforce each such obligation as follows:

(a) By suit or suits at law to enforce each such assessment obligation. Any judgment rendered in any such action shall include where permissible under any law, a sum for reasonable attorney fees in such amount that the court may adjudge against such defaulting owner. Upon full satisfaction of any such judgment, it shall be the duty of the Association by any authorized officer thereof to execute and deliver to the judgment debtor an appropriate satisfaction thereof.

(b) At any time ninety (90) days after the delinquency of any assessment, the Association may give a notice to the defaulting owner, which said notice shall state the date of the delinquency and make a demand for payment thereof. If such delinquency and interest is not paid within ten (10) days after delivery of such notice, the Association may elect to file a claim of lien against the lot of such delinquent owner. Such claim of lien shall state (1) the name of the delinquent owner or reputed owner, (2) a description of the lot against which the lien is made, (3) the amount claimed to be due and owing (with any proper offset allowed), (4) that the claim of lien is made by the Association pursuant to the terms of these restrictions (giving the date of execution and the date, book and page reference of the recording hereof in the office of the Recorder of the County of Contra Costa), (5) that a lien is claimed against said described lot in the amount equal to the amount of the stated delinquency plus interest. Any such claim of lien shall be signed and acknowledged by an authorized officer of the Association. Upon recordation of a duly executed original or copy of such claim of lien by the Recorder of the County of Contra Costa, the lien claimed therein shall immediately attach and become effective subject only to limitations hereinafter set forth. Each delinquency shall constitute a separate basis for a claim of lien or a lien. Any such lien may be foreclosed by appropriate action in court or in a manner provided for by law for the foreclosure of a mortgage under power of sale. In the event such foreclosure is by action in court, reasonable attorney's fees shall be allowed to the extent permitted by law. In the event the foreclosure is as in the case of a mortgage under power of sale, any authorized officer of the Association conducting said sale shall be entitled to actual expenses and such fees as may be allowed by law or as may be allowed by law or as may be prevailing at the time the sale is conducted. A certificate of sale shall be executed and acknowledged by any authorized officer of the Association or by the person conducting the sale. A deed upon foreclosure shall be executed in a like manner.

(c) The Association shall, once a year, record a list of delinquent assessments as of December 31<sup>st</sup> of the preceding year. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

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### **Section 9** Subordination of the Lien to Mortgage

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from liability for any assessments thereafter becoming due or from the lien thereof.

## **ARTICLE VI – ARCHITECTURAL CONTROL**

No buildings, fence, wall or other structure shall be commenced, executed or maintained upon the properties, nor shall exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and locations of the same shall have been submitted to and approved in writing as to harmony of eternal design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board, excepting therefrom the Declarant. In the event said board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Nothing in this Article shall preclude the requirement for meeting all applicable government codes.

## **ARTICLE VII – ANNEXATION OF ADDITIONAL PROPERTY**

**Section 1** Annexation of additional property shall require the vote or written assent of two thirds (2/3rds) of all the Class A members and two-thirds (2/3rds) of all Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. If the proposed action is favored by two-thirds (2/3rds) of the votes cast at such meeting, but such vote is less than the requisite two-thirds (2/3rds) of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting.

**Section 2** If within five (5) years after the issuance of the most recent Final Subdivision Public Report of the California Commissioner of Real Estate pertaining to the properties or to the

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lands to be annexed pursuant to this section, the Declarant should develop additional lands within the area adjacent to the properties, such additional lands may be annexed to said properties without the assent of both classes of members; provided, however, that the development of additional lands described in this section shall be in accordance with a general plan submitted to the Department of Real Estate and County of Contra Costa with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the Department of Real Estate prior to such development. If the Department of Real Estate determines that such detailed plans are not in accordance with the general plan on file and such agency so advises the Association and the declarant, the development of the additional lands must have the assent of two-thirds of all the Class A members and two-thirds of all the Class B members, who may vote in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members, not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. If the proposed action is favored by two-thirds of the votes cast at such meeting, but such vote is less than the requisite two-thirds of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

### **ARTICLE VIII - GENERAL PROVISIONS**

#### **Section 1** Enforcement

The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

#### **Section 2** Severability

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

#### **Section 3** Amendment

The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or owner of any lot subject to this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be properly recorded.

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### **Section 4** Breach

A breach of any of said covenants, conditions or restrictions shall not defeat, affect or render invalid the lien of any mortgage or deed of trust made in good faith for value upon any lot or lots or portions of lots shall in said tracts, but such conditions shall be binding upon and effective against any owner thereof whose title is acquired by foreclosure, trustee's sale or otherwise, as to any subsequent breach. It is expressly understood and agreed that a violation of any said covenants, conditions or restrictions shall not result in re-entry, forfeiture or reversion of title.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, Transamerica Title Insurance Company, a California corporation, as Trustee under that certain deed of trust recorded February 3, 1972, book 6578, page 498 Series No. 9330, re-recorded February 24, 1972, book 6592, page 326, Official book 6738, page 146, Series No. 81694, Official Records does hereby consent to and join in the execution of this Declaration of Covenants, Conditions and Restrictions.

Original Signed by Edward Egoian, Assistant Secretary Seal affixed Mar 2, 1973

**AMENDMENTS** incorporated into this document (identified in text in italics) include:

### **First Approved Amendment:**

Article V Section 8 (b) updated Article VII, Section 2 modified; Article VIII, Section 1 modified

Executed 4/18/1973 and recorded 8/8/73 in Book 7016 of Official Records, Page 82 Serial No. 77041 in the Office of the County Recorder in and for the County of Contra Costa State of California.

**Second Approved Amendment:** Article I Section 5 modified; Article II Section 15 added

Executed 2/18/2010 and recorded 2/18/2010 as Doc – 2010-0033102-00 in the Office of the County

**Third Approved Amendment:** Article II modified; Section 16 Section added

Executed 6/2/2020 and recorded 6/6/2020 in the Office of the County Recorder in and for the County of Contra Costa State of California