

as follows: Beginning at a point which is 674 feet Northerly of the point which is at the Southeast corner of Section 5 in Township 7 North, Range 12 East, M.D.B. & M., and thence from said point of beginning 300 feet Northerly along the line which is common to Sections 4 and 5 in said Township 7 North, Range 12 East, M.D.B. & M.; thence Easterly 300 feet on a line which is perpendicular to said line which is common to said sections 4 and 5; thence Southerly 300 feet on a line which is parallel to said line which is common to said Sections 4 and 5; thence Westerly 300 feet to said point of beginning.

B. A 60 foot easement, lying 30 feet from the centerline of each and every now existing road and pathway, for both vehicular and pedestrian purposes, as and for roadways for ingress and egress to and from every part or parcel of the property covered hereby, and for the purpose of maintaining utility services and drainage facilities. Further, in the event that part of the property covered hereby should be divided, then there shall be an easement of 30 feet from the boundary of each parcel for roadway purposes as aforesaid as may be necessary for ingress and egress to and from said divided parcels for the aforesaid purposes. Such easements shall be mutual and non-exclusive. Such easements along with other now existing roadways shall be maintained by the Association.

7. Appearance of Property. Each parcel of property covered hereby at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, lumber, or other building material shall be permitted to remain exposed upon any parcel so they are visible from any neighboring parcel or road except as necessary during a reasonable period of construction, which in no event shall be deemed longer than one year. No parcel shall be used in whole or in part for the storage of any property or thing that will cause such parcel to appear in an unclean, disorderly or untidy condition or that will be otherwise obnoxious. No obnoxious or offensive activity shall be carried upon any parcel nor shall anything be done, placed or stored thereon which may be or become an annoyance or nuisance to an adjacent parcel.

8. No Rights Waived By Delay. No delay or omission on the part of the Declarant, or its successors or assigns in interest, in exercising any right, power or remedy provided for herein shall constitute a defense in any legal action.

9. Partial Invalidity. In the event that one or more of the provisions of this Declaration set forth herein shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth shall continue unimpaired and in full force and effect.

10. Attorneys Fees. Any suit brought by the Committee to enforce the provisions hereof, the Committee shall be entitled to recover, in addition to damages for breach hereof, reasonable attorneys fees and costs of suit as may be fixed by the court.

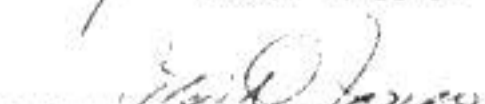
11. Captions. The captions of the various paragraphs of this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms or provisions thereof.

IN WITNESS WHEREOF, THE DECLARANT HAS EXECUTED THIS DECLARATION THE AND YEAR FIRST WRITTEN ABOVE.

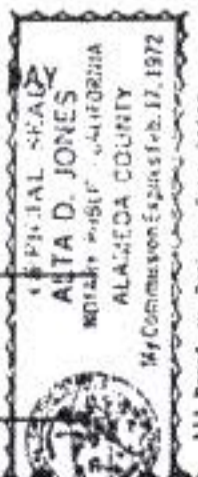
STATE OF CALIFORNIA )  
COUNTY OF Alameda ) SS

On November 14, 1970, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MARVIN T. LEVIN known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

  
MARVIN T. LEVIN

  
Notary's Signature  
ALTA D. JONES

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BUCK

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