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## **CC&R's**

Lakeshore Highlands  
**Declaration of Restrictions**  
Lakeshore Homes Association  
Oakland, California

Lakeshore Glen  
South Lakeshore Glen  
Lakeshore Hills  
Lakeshore Oaks  
Tract 2198

## **INTRODUCTION**

### **A. HISTORY OF THE AREA AND ITS SUBDIVISION**

In June of 1917, Mr. Wickham Havens, then President of the Lakeshore Highlands Company, filed the first of several subdivision maps for a residential development to be built within a laurel lined canyon and hillside area, formally known as Indian Gulch.

Mr. Havens and Walter H. Leimert, who later became president of the Lakeshore Highlands Company, sought to preserve the inherent qualities and great natural beauty of this area, once known for its waterfall, streams, and oak studded groves. The Olmsted Brothers, famous landscape architects of the time from Brookline, Massachusetts, were retained to assist in the preparation of the subdivision maps which would lay out our streets and lots in such a manner as to follow, or compliment, the natural contours of the canyons, ridges, and hillsides of the area.

The Lakeshore Homes Association was incorporated on October 4, 1917. It was established to preserve and increase the beauty of the property within Lakeshore Highlands as the development grew from its early days. To that end, the Lakeshore Highlands Company drafted a Declaration of Restrictions for the Association, with the assistance and advise of the most knowledgeable and respected landscape architects and residential experts of the day. The original restrictions were revised by the Association, in 1979, to conform to the differing needs of an established residential area of more than sixty years later.

### **B. THE ASSOCIATION, ITS ORGANIZATION & PURPOSE**

The whole intent and purpose in creating and structuring the Lakeshore Homes Association was to place in the hands of the residents and property owners themselves, the complete supervision and control of the various questions affecting the general welfare of the neighborhood.

Among the general functions of the Association are: to maintain the commonly owned private parks, open spaces, entrance gates and other ornamental features; to monitor City, County, and other governmental activities, and represent the membership in any matters that would potentially affect the quality and character of the neighborhood; to provide such services and sponsor any social activities, as may be desired by the membership, if furtherance of the Association purpose to enhance the quality and character of the neighborhood; and to ensure compliance and adherence to the Declaration of Restrictions, created for the benefit of the property, the residents, and the neighborhood as a whole.

The Association is governed by a board of five directors elected from the membership. The Board is aided in its duties by several standing committees and any number of sub-committees which the Board may, from time to time, desire to establish; all committee members and members of the Board serve without compensation. The Board and committees are assisted in their functions by the Association's salaried administrator. As the organization is largely managed and operated through the volunteers, membership participation in the affairs and activities of the Association is very strongly encouraged and, in fact, considered crucial to the continued viability of the Association.

In order to defray the necessary expenses to properly maintain the commonly owned properties and fulfill the purpose of the Association, a nominal assessment is levied annually on all lots within the Association. The assessments are computed by dividing the annual budget by the total number of properties (1054). Assessments are the obligation of each lot owner; any delinquent assessments shall become a lien upon the Lot assessed.

Ultimately, the preservation of the quality and character of our neighborhood depends upon the support, the cooperation, and the participation of each Association member.

#### C. SUMMARY OF RESTRICTIONS

The Association's First Amended and Restated Declaration of Restrictions, taken as a whole, may appear to be unnecessarily complex and restrictive upon the first reading; however, these protective restrictions were designed, and written, to promote and safeguard the quality and character of our residential neighborhood by providing specific guidance and regulatory covenants pertaining to occupancy and use of Lots, building restrictions, use of common park areas, Association organization, and assessments.

The following is a summary of some major provisions of the Association's Declaration of Restrictions; to the extent it may differ from the actual Declaration of Restrictions, the Declaration controls:

#### OCCUPANCY AND USE OF LOTS

Each Lot shall be improved and used as a residence for a single family and for no other purpose.

Each Lot shall at all times be kept free of litter and rubbish, and all weeds and grass shall be well mowed.

Trees having a diameter of twelve (12) inches at a height of four (4) feet above the ground, shall not be removed without prior written approval of the Association.

A reasonable number of normal household pets may be kept; however, they shall not be kept in numbers or under conditions objectionable to other Lot owners. Dogs shall be leashed when not confined to an owner's Lot.

No trucks, trailers, recreational vehicles, or other non-operational automobiles shall be parked on the street longer than 24 hours.

No signs shall be displayed to public view from any Lot, except; signs indicating the address of the property, a single sign advertising the Lot for sale, and political campaign advertisements of a temporary nature.

#### BUILDING RESTRICTIONS

Only one single family, private residence, plus a detached private garage (and other usual and appropriate out buildings), shall be erected, or maintained , on any Lot.

Prior written approval of plans and specifications shall be obtained before any building, residence, swimming pool, fence, wall, deck, tennis or other kind of sport court, or any permanent structure is erected, or placed on any Lot; approval shall also be obtained for any substantial alteration of the exterior of any existing structure.

All new construction, or modification of existing structures, shall be substantially the same quality, or better; and exterior surfaces shall consist of materials and texture having a visual impact compatible with existing improvements.

Buildings shall be located a minimum of 15 feet from the front Lot line; 10 feet from any side street Lot line; and 5 feet from any interior Lot line, except from the rear Lot line which must be a minimum of 15 feet.

Fences or boundary walls shall be no higher four (4) feet within the front setback area and no higher than six (6) feet elsewhere on any Lot.

The complete restrictions, which follow, are legally binding on all property owners within or Lakeshore Highlands area. In part, they restrict property owners from using their property in certain ways that would most likely, adversely affect the desirability and habitability of adjacent properties and detract from the character of the greater neighborhood area; considering as a whole, the restrictions have given life to an organization designed, and intended, to serve the total neighborhood in a very positive manner.

#### FIRST AMENDED AND RESTATED DECLARATION OF RESTRICTIONS Lakeshore Homes Association

##### 1. RECITALS

1.1 Purpose. This Amended Declaration of Restrictions consolidates and amends a series of Declarations of Restrictions, which are more particularly identified in Exhibit A attached hereto and by this reference incorporated herein. Each said Declaration confers upon the Lakeshore Homes Association the power to enforce and interpret the conditions, restrictions, and charges contained therein.

1.2 Owners. The undersigned, whose names are subscribed or appended hereto, are owners of record of not less than sixty-five percent (65%) in area for each of the four areas of real property described in Exhibit B and not less than three fourths (3/4) of the building sites on which dwelling houses are located on each of the four areas of real property described in Exhibit B and as such said owners have the power under each of the restrictions described in Exhibit A to amend said restrictions and do so by this Amended Declaration of Restrictions.

1.3 Property. The real property described in Exhibit B which is by this reference incorporated herein, is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject the following limitations, restrictions, covenants, and conditions, all of which are declared and agreed to be in furtherance of a general plan or scheme of improvements for the benefit of all portions of said real property, the structures thereon and future owners thereof, and are established and agreed upon for the purpose of enhancing and perfecting the value, and desirability and attractiveness of the real property and every part thereof. All of the limitations, covenants, restrictions, and conditions shall run with the real property and shall be binding upon all parties having or requiring any right, title, or interest in the described real property or any part thereof, and shall be for the benefit of each owner of any portion of said real property, or any interests therein, and shall inure to the benefit of and be binding upon each successor in interest of owners thereof.

2 DEFINITIONS As used in this Declaration the following definitions shall apply, unless the context otherwise requires;

(a) Association. Lakeshore Homes Association, a California non-profit corporation, its successors and assigns acting in accordance with its Article of Incorporation and Bylaws.

(b) Articles and Incorporation Bylaws. Articles of Incorporation or Bylaws, or both, as the case may be, of the Association, as the same may be amended from time to time.

(c) Owner. Each person shown by duly acknowledged instrument recorded in the office of the County Recorder of Alameda County, California, to be the owner of a fee interest in a Lot.

(d) Lot. Refers to each of the lots or parcels specified in the description of the real property described in 1.3 above.

(e) The Property. The real property described in 1.3 above.

(f) The Street. Any street, highway, pathway, or other thoroughfare shown on the subdivision maps described in Exhibit B or contiguous to the property, or any part

thereof, whether designated on said maps as street, avenue, boulevard, drive, road, terrace, way, lane, path, or otherwise.

(g) Single Family. Any of the following categories:

Category One: A single person;

Category Two: Two or more persons who are married or are related by blood or adoption;

Category Three: Not more than three persons who are neither married or related by blood or adoption.

Single Family shall also include, for all three of the above categories, two servants, one student and guests. Single Family shall further include, for categories One and Two only, wards and conservatees of one or more persons making up such category.

(h) Servant. Any person who is employed and paid to render full-time personal services for an owner at the owners residence.

(l) Guest. A person living in a single family residence for not more than ninety (90) days in any consecutive twelve (12) month period.

(j) Student. Any person who is pursuing a full-time regular course of academic study in a generally recognized academic institution.

### 3. OCCUPANCY AND USE OF LOTS

3.1 Residential use. Each Lot shall be improved and used as a residence for a Single Family and for no other purpose. No guest shall be permitted to stay in a residence for a period of more than a total of three (3) months in any calendar year. No manufacturing, repair work, sales of personal property, the providing of any service, or other businesses shall be performed or conducted on a Lot for a fee which causes or requires employees, clients, or customers to visit or go upon a Lot or materials or merchandise to be delivered to a Lot (other than delivery by the ordinary and regular mail service).

3.2 Temporary Structures. No structure or building other than a completed proper residence, designed as such, shall be used or occupied as a residence on any Lot in the property. No tent or any other temporary habitation is to be used. No mobile homes, or recreational vehicles for living purposes are to be used, nor may they be stored or parked on any Lot or parked in front of any Lot unless within a garage, or within a fully fenced area designed and reasonably adapted for such use.

3.3 Care of Properties. Each Lot shall at all times be kept free of rubbish and litter, and all weeds and grass shall be well mowed. Within three (3) months after completion of a residence on a Lot, as determined by the date of the issuance of a certificate of occupancy, installation of landscaping shall commence thereon and said landscaping shall be effectively and substantially completed within twelve (12) months from the date of completion of the residence, unless an extension of time shall be granted by the Association. The Association shall also have the power to

bring action against any owner of a Lot who in its opinion, is in violation of this clause in order to enforce compliance by such a non-complying owner.

3.4 Preservation of Trees. No tree having a diameter of twelve (12) inches at a height of four feet above the ground shall be cut down, or in any way mutilated, unless removal or trimming of the same is necessary to provide space upon which to erect the principal residence, is necessary to protect persons or property from imminent injury or damages, or is necessary to comply with governmental regulations. Written permission to remove trees otherwise situated shall be obtained from the Association.

3.5 Preservation of View. No tree, shrubbery, or other obstruction of any kind shall be planted, erected, or maintained on any Lot in such a manner as to unreasonably obstruct or interfere with the view obtainable from the building plot for the principal residence of any other Lot. The question of unreasonableness shall be determined by the Association. The determination of the Association shall be final and shall be binding upon every Lot owner in the property.

3.6 Prevention of Nuisance.

(a) Animals and Pets. No Lot, building, or other structure thereon in the Property shall be used for the keeping or breeding of fowl, animals, or creature of any kind or for commercial purposes. A reasonable and usual number of normal household pets may be kept for the pleasure of the occupants of the Single Family residence, but the same shall not be kept in numbers or under conditions objectionable to other Lot Owners. Dogs shall be confined to the Owners' Lot or leashed when not so confined.

(b) Noise. Radios and other audio amplifiers, whether operated in or out of doors, shall be turned down to reasonable levels to avoid annoyance to others.

(c) Antenna. No antennae, wires and aerials of any type or kind shall be installed or located on a Lot or building thereon without the prior approval of the Association, except antennae for commercial television reception.

(d) Nuisance. No noxious, offensive, or unlawful activity shall be carried on or in any Lot or building or other structure thereon, nor shall anything be done in either place which may become an annoyance or nuisance to any other Owners.

3.7 Parking of Non-Passenger Type Vehicles. No passenger automobiles in a nonoperational state (i.e. being disassembled, assembled, or repaired), trucks, trailers, or other vehicles, with the exception of operational private passenger automobiles, shall be parked for longer than twenty-four (24) hours on the street within the Property.

3.8 Signs. No sign of any kind shall be erected or displayed to the public view on or from any Lot, provided that this limitation shall not apply to a single sign on a Lot indicating the address of the Lot which has been approved by the Association, a single sign of reasonable dimensions advertising a Lot for sale or lease located on the Lot, or political campaign advertisements of a temporary nature.

3.9 Concealment of Garbage. All garbage storage facilities on each Lot shall be so enclosed, or so screened, as not to be visible from any street.

#### 4. BUILDING RESTRICTIONS

4.1 Residential Limitations. No building other than one single-family private residence, a detached private garage for use of the occupants of such residence, and other usual and appropriate outbuildings which are strictly incident and appurtenant to a Single Family residence, shall be erected or maintained on any Lot.

4.2 Approval of Plans and Specifications. No building, residence, swimming pool, fence, wall, deck, tennis or other kind of sport court, or any other permanent structure shall be erected, or placed on any Lot in the Property, nor shall the exterior of any existing structure be substantially altered unless first approved in writing by the Association. The Association will not approve the plans for any improvement which is not in compliance with the applicable provisions of this Declaration and which is not of an architectural type compatible with existing improvements within the Property. A complete set of preliminary plans and specifications for each structure to be erected, placed, or altered shall be delivered by the Owner of a Lot to the Association for approval prior to the Owner making application for any required governmental permits. Such plans and specifications shall be delivered personally to the President of the Association or deemed delivered forty-eight (48) hours after deposit in the U.S. mail properly addressed to the Association's regular business office, postage prepaid and registered with return receipt requested. If the Association fails to approve any plans filed in accordance with this 4.2, in writing, within sixty (60) days after the date of delivery thereof, such plans will be deemed to have been approved, but such approval shall be conditional upon compliance with all other provisions of this Declaration and all applicable governmental regulations. Thereafter, construction shall be carried out in accordance with such approved plans and specifications and completed within a reasonable time.

4.3 Quality. Each single-family residence constructed on a Lot shall contain at least two thousand square feet of living space. Construction materials must be substantially the same or better than materials used in residences existing on the date these covenants are recorded. Exterior surfaces shall consist of materials and texture having a visual impact compatible with existing improvements within the Property.

4.4 Building Location. No building or other structure shall be located on any Lot nearer to the front lot line or nearer to the side street line than permitted by the applicable zoning ordinance for the City of Oakland. In any event, no building shall be located on any Lot nearer than 15 feet to the front lot line, or nearer than 10 feet to any side street line. No building or other structure shall be located nearer than 5 feet to an interior Lot line and no residence shall be located on any interior Lot nearer than 15 feet to the rear Lot line. For the purpose of these limitations, eaves, steps, and open porches shall be considered as part of the building.

4.5 Fences. No fence or boundary wall situated upon a Lot shall have a height greater than six (6) feet above the finished graded surface of the ground upon which such fence or wall is situated. No wall, fence or hedge situated within the setback area to the front lot line shall have a height greater than four (4) feet above the finished graded surface of the ground upon which fence, wall or hedge is situated.

4.6 Existing Building. Any building on any Lot which is in compliance with the Declaration of Restrictions in full force and effect just prior to the recording of this Declaration shall be deemed to be in compliance with the restrictions contained in this section 4, provided however, that the restrictions contained in this Section 4 shall apply once the existing building or any part thereof is razed or otherwise destroyed and replaced with a new structure.

## 5. Common Park Area

5.1 Description. The Common Park Area subject to this Declaration is described as follows:

Plot A in Block Thirteen (13),  
Plot B in Block One (1),  
Plot C in Block Twelve (12),  
Plot D in Block Two (2),  
Plot F in Block Two (2),

as said Plots A, B, C, D, and F are shown upon that certain Map entitled Lakeshore Highlands, Oakland Alameda County, California, filed in the Office of the County Recorder of Alameda County, California, on June 18, 1917 in Map Book 16, page 37, et. seq.

5.2 Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Park Area, which shall be appurtenant to and shall pass with the title to every Lot ownership, subject to the provisions of this Declaration including but not limited to:

(a) The right of the Association to control and regulate the use of the Common Park Area, including the adoption and posting of reasonable rules and regulations;

(b) The right of the Association to dedicate, sell or transfer the Common Park Area as provided by 6.4.

## 6.0 ASSOCIATION

6.1 Membership. Every person or entity who is record owner of the fee, or undivided fee, interest in any Lot shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from the ownership of the Lot. The Association shall have one class of voting members. All members shall be owners of a Lot and shall be entitled to vote for each Lot owned. When more than one person or entity, is shown of record to be the Owner of a Lot, all such persons or entities shall be members. The vote for such Lot shall be exercised as the Owners thereof among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

6.2 Enforcement. The Association shall have the right to enforce all the provisions of this Declaration, including the duty to seek to enjoin any breach or threatened breach of any of the provisions hereof to pay all costs, including attorney's fees, of any such action or other enforcement procedure.



6.3 Upkeep and Improvements. The Association shall have authority and power to do any of the following in its sole discretion:

(a) Provide lighting, to improve, and maintain entrance gates, ornamental fences, fountains, and other ornamental features now existing or that may hereafter be erected on The Property or the street area or bordering thereon.

(b) Improving and maintaining such streets, parks and other open spaces, including all grass plants and other planted areas within the lines of said streets now existing or hereafter created unless the same have been approved for by Municipal authority:

(c) Acquire, construct and maintain land for parks, swimming pools, playgrounds, tennis courts and a site for a community club house, all for the general use of the Owners of Lots within The Property:

(d) Care for vacant, unimproved or unkempt Lots or remove grass and weeds therefrom and such other things necessary and desirable in the judgment of the Association to keep such Lots in neat and good order;

(e) Sweep and clean the Streets within the borders of The Property; collect and dispose of street sweepings therefrom, and rubbish, garbage and the like from the Property and from individual Lots. Provide and maintain an office incident to the conduct of business for the Association and to pay for all licensed franchise taxes of any type and kind levied against the Association, and pay all expenses incident to the enforcement of the restrictions, conditions, covenants, charges and assessments contained in this Declaration.

6.4 Power of Sale. The Association shall have the authority and power to dedicate, to sell, or to transfer any interest in all or in part of the Park Common Area to any public agency, authority, or utility to be used for such purposes and subject to such conditions that shall be deemed necessary and beneficial to the Association. Any other property sold by the Association other than to a public agency authority or utility shall be sold subject to this Declaration and as the same may be amended from time to time.

## 7. ASSESSMENTS

7.1 Assessment Rate. Commencing in December, 1978, and not less than 30 days prior to the beginning of each calendar year thereafter, the Association shall estimate the cash requirements for the ensuing year necessary for the Association to operate the Association, to maintain the Common Park Area, including reasonable reserves, and to provide and perform such other services permitted under this Declaration as determined by the Association in its sole discretion to perform. Each Lot shall be assessed annually for its pro rata share in an amount equal to the result of dividing the total estimated cash requirements by the total number of Lots. The Association shall determine the pro rata assessment and notice of the total estimated cash requirements together with the Lot's assessment for the next calendar year shall be delivered to each Lot Owner at the Lot address.

7.2 Special Assessments. In addition, if after establishing the amount of the assessment rate, the Association determines the assessment rate is inadequate or

anticipated to be inadequate to pay the costs of operations, maintenance and services, or any other extraordinary costs, the Association may from time to time during the year establish a special rate assessment to pay the costs of such incurred costs and each Lot Owner shall be assessed its share of the special assessment in the manner provided in 7.1

7.3 Cost and Interest on Assessments. In addition to the foregoing assessments, each Lot shall also be assessed from time to time costs (including reasonable attorney's fees) incurred in collecting the foregoing assessments and interest, at the maximum interest rate permitted by law on such assessments from the due date until paid in full.

7.4 Individual Assessment. Each Lot shall be assessed from time to time for all assessments and penalties to which its Owner is subject as a result of the violations of the terms of this Declaration or any rules prescribed by the Association and for other liability, indebtedness or other obligation of the Owner to the Association arising under any other provisions of this Declaration or otherwise.

7.5 Payment The Association shall inform each Lot Owner in writing of all assessments against his Lot. The annual assessment shall be paid in advance, on the first day of January of each year to which such assessments pertain. Special and individual assessments shall be payable on the first day of the first month next on the date on which the Lot Owner is informed of such an assessment, unless other provision is made therefor. Each assessment shall be delinquent ten (10) days after its due date. All such assessments shall be paid to the Association or to any commercial banking institution designated by the Association to handle the receipt and disbursement of all such funds pursuant to the direction of the Association. The Association, upon request and for a reasonable charge, shall furnish an Owner a certificate, executed by an officer, setting forth the status of payment of all assessments against a Lot.

7.6 Transfer. An assessment upon any Lot in addition to any lien right provided in Section 8 shall be a personal debt of the Owner of the Lot from the time of the assessment is made, and the personal debt shall not pass to any new Owner upon the transfer of the unit ownership unless expressly assumed by that transferee. The interest of any Owner in the amount paid pursuant to any assessment upon the transfer of the Lot shall pass to the new Owner. Upon the termination of these covenants for any reason, any amounts remaining from the collection of such assessments after repaying all amounts properly charged against such assessments shall be distributed to the then Lot Owner, without interest, on the same pro rata basis on which the assessments were collected.

## 8. LIENS

8.1 General. The amount of any assessment plus any other charges thereon, such as interest, costs and penalties, and the amount of any delinquent payment or fine as may be provided for in this Declaration, shall be and become a lien upon the Lot assessed when the Association causes to be recorded with the County Recorder of Alameda County, California, a notice of assessment, which shall state the amount of such assessment and such other charges as may be authorized by this Declaration, a description of the Lot against which the same have been assessed, and the name of the record Owner thereof. Such notice shall be signed by an authorized

representative of the Association. Upon payment of said assessment and charges in connection with which such notice has been so recorded, or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction and release of the lien thereof.

8.2 Priority. Such lien shall be prior to all other liens recorded subsequent to the recordation of said notice of assessment.

8.3 Enforcement. Such lien may be enforced by sale by the Association, its attorney or other person authorized to make the sale, after failure of the owner to pay such an assessment in accordance with its terms, such sale to be conducted in accordance with the provisions of Section 2924, 2924B, and 2924C, of the California Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The Association shall have the power to bid in the amount of the assessment at foreclosure sale and to hold, lease, mortgage, and convey the same.

## 9. MISCELLANEOUS

9.1 Acceptance of Provisions by Grantees. The Association and each Owner hereafter or any part or portion of or interest in the project, and any purchaser under any grant or contract of sale, or any leasee under any lease covering any part or portion of or interest in the Property, accepts the same subject to all of the restrictions, liens and charges, and the jurisdiction, rights and powers of the Association provided for in this Declaration.

9.2 Conclusiveness of Records. A certificate of the Secretary of the Association, or in his absence, of any two Directors of the Association, shall be conclusive proof of all matters contained in the certificate when the certificate shall relate to acts or non-acts of the Association, its Board of Directors, or any committee or agent of the Association, and when the certificate shall be prepared for or delivered to any title insurer or land abstractor for use in a search, in preparing an abstract or in insuring title in any unit ownership for other interest therein, or lien thereupon.

9.3 Interpretation of Restrictions. In interpreting and applying the provisions of the Declaration they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the owners and occupants of the property affected by this Declaration. It is not the intent of this Declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued pursuant to law relating to the use of buildings or premises other than the Declaration amended thereby, nor is it in the intent of this Declaration to interfere with or abrogate or annul easements, covenants or other agreements between parties; provided, however, that where this Declaration imposes a greater restriction upon the use of or occupancy of a Lot or upon the construction of buildings or structures, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations, or permits or by such easements, covenants and agreements, then in that case the provisions of this Declaration shall control.

9.4 Construction and Validity of Restrictions. All of said restrictions, conditions, covenants, reservations, liens, and charges contained in this Declaration shall be

construed together; but if it shall at any time be held that any one or more of such a restrictions, conditions, covenants, reservations, liens or charges or any part thereof, is invalid or for any reason becomes unenforceable, no other restriction, condition, covenant, reservation, lien or charge, or any part thereof, shall be thereby affected or impaired. It is the intent of this Declaration to bind all of the Property described in Exhibit B, but in the event that it is held that any one or more lots or parcels are not bound by this Declaration, the binding affect of this Declaration on the balance of The Property described in Exhibit B shall not thereby be affected or impaired. It is the further intent of this Declaration to amend and consolidate, in this Declaration, the Declaration described in Exhibit A; provided, however, in the event that this Declaration is held to be invalid in its entirety, then the Declaration described in Exhibit A shall be deemed, to have continued in full force and effect as if they had never been amended by this Declaration.

9.5 Waiver and Exempting. The failure by the Association or of any Owner of any Lot included in the Property, or any other person, to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which said Lot or any part thereof is subject, shall in no event be deemed to be a waiver of the right to do so thereafter or to enforce any other restrictions, conditions, covenant, reservations, lien, or charge.

9.6 Titles. All titles used in this Declaration, including those of sections, paragraphs and subparagraphs are intended solely for convenience of reference and the same shall not nor shall any of them affect that which is set forth in such paragraph or subparagraph nor any of the terms or provisions of this Declaration nor the meaning thereof.

9.7 Duration, Termination, and Amendment. This Declaration shall continue indefinitely, however, this Declaration may be amended, or terminated, at any time, upon the vote or written consent of the Owners of not less than 67% of Lots then subject to this Declaration. Any amendment or election of termination, adopted in compliance with this 9.7 shall be effective as of the date a written amendment or election of termination, executed and acknowledged wither by the required 67% majority or more of Owners or by the President and Secretary of the Association (with a verified certificate of said officers attached that the required 67% majority or more of Owners have voted or delivered to the association their written consent to the amendment or election of termination in compliance with this 9.7) is recorded in the Official Records of Alameda County. Any amendment shall be binding upon every Owner and every Lot whether the burdens thereon are increased or decreased thereby, and whether the Owner of each and every Lot consents thereto or not.

9.8 Mortgage Protection. A breach of any of the terms, covenants, conditions and restrictions of this Declaration shall not defeat or impair the lien of any recorded mortgage or deed of trust made at any time in good faith and for value at any time affecting any part of the property provided herein, provided that the purchaser, at any foreclosure sale under any such mortgage or deed of trust, at any trustee's sale under any such deed of trust, and the purchaser's successors and assigns shall take subject to and shall be bound by all terms, covenants, conditions, and restrictions set forth herein.

9.9 Effective Date. This Declaration shall become effective on the date or its recordation in the Official Records of Alameda County.

9.10 Counterparts. This Declaration may be executed in counterparts by different Owners. When one part is to be recorded, the signature of Owners to other parts may be added to the part to be recorded and deemed to be a part of the recorded part without the necessity of the recording any of the other counterparts.

#### EXHIBIT A

##### LIST OF DECLARATIONS BEING AMENDED

1. A Declaration of Restrictions dated October 25, 1917 by Lakeshore Highlands Company recorded October 29, 1917 in Book 2600 of Deeds at page 310 and following:
2. A Declaration of Restrictions dated June 9, 1921 by Lakeshore Highlands Company recorded June 11, 1921 in Book 41 of Official Records at page 37 and following.
3. A Declaration of Restrictions by Lakeshore Highlands Company dated June 15, 1922, recorded June 26, 1922 in Book 207 of Official Records at page 285 and following.
4. A Declaration of Restrictions by California Pacific Title Insurance Company dated November 16, 1960 recorded November 23, 1960 on Reel 212, Image 549 and following.

Each of the foregoing Declaration of Restrictions in force on January 1, 1950 was extended and continued in full force and effect for an additional period of twenty years to and until January 1, 1970 by Agreement effective December 31, 1949 and recorded on or about December 21, 1949 in Book 5969, page 411 and following, Official Records of Alameda County, State of California. Each of said Restrictions was further extended and continued in full force and effect for an additional period of twenty years to and until January 1, 1990, by an Agreement to Extend Restrictions effective December 31, 1969 and recorded on October 17, 1969 in Reel 2498, Image 404 and following, Official Records of Alameda County, State of California.

#### EXHIBIT B

##### DESCRIPTION OF THE PROPERTY

Each of the Lots or parcels of The Property situated or delineated within the boundaries of the real property delineated on the Maps entitled:

Lakeshore Highlands  
Oakland, Alameda County, California;

Lakeshore Highlands, Addition Number One  
Oakland, Alameda County, California;

Lakeshore Glen,  
Oakland, Alameda County, California;

South Lakeshore Glen  
Oakland, Alameda County, California;

Lakeshore Hills,  
Oakland, Alameda County, California;

Lakeshore Oaks,  
Oakland, Alameda County, California; and

Map of Tract 2198  
Oakland, Alameda County, California,

each of which Maps was filed in the Office of the county Recorder of Alameda County as hereinafter set forth or, if not situated or delineated within the boundaries of the real property delineated on one of said Maps; is described in one of the Deeds hereinafter mentioned in Paragraph 1. Each document is recorded in the Office of the County Recorder of Alameda County, State of California as follows, to wit:

1. The Map entitled Lakeshore Highlands, Oakland, Alameda County, California, filed June 18, 1917, in Map Book 16, page 37, and the several Deeds conveying lots or parcels of land from Lakeshore Highlands Company, a corporation, to the respective purchasers each of which Deeds describe property delineated on a Map entitled Lakeshore Highlands Addition Number One, Oakland, Alameda County, California, filed September 28, 1920, in Map Book 6, page 43.

The several Deeds conveying lots or portions of lots located in Plot 3 as shown on the Map entitled: Lakeshore Highlands, Oakland, Alameda County, California, filed June 18, 1917, in Book 16, page 37, from the Key System to the respective purchasers thereof, including but not limited to the following:

<u>Recording Date</u>	<u>Series No.</u>	<u>Book</u>	<u>Page</u>	<u>Assessor's Parcel No.</u>
May 2, 1944	RR 26466	4548	77	11-898-3-1
January 30, 1946	TT 8050	4830	187	24-566-15

The several Deeds conveying lots or portions of lots located in Plot 2 and in Plot 3 as shown on the Map entitled Lakeshore Highlands, Oakland, Alameda County, California, filed June 18, 1917, in Book 16, page 37, from C. O. Boden to the respective purchasers thereof, including but not limited to the following:

<u>Recording Date</u>	<u>Series No.</u>	<u>Book</u>	<u>Page</u>	<u>Assessor's Parcel No.</u>
April 2, 1923	T-21034	402	211	11-898-16
February 29, 1924	T-100140	636	246	11-898-15
April 6, 1923	T-22137	436	7	11-898-14
August 14, 1923	T-51380	502	169	11-898-13
April 7, 1923	T-22427	411	148	11-898-12
March 22, 1923	T-18496	402	142	11-898-11
April 4, 1923	T-21465	412	159	11-898-10
March 26, 1923	T-19379	415	66	11-898-9
March 6, 1923	T-14155	364	332	11-898-8
February 23, 1923	T-11714	385	181	11-898-7

The several Deeds conveying lots or parcels of land located in what is locally known as Creed Court, including but not limited to the following:

<u>Recording Date</u>	<u>Series No.</u>	<u>Book</u>	<u>Page</u>	<u>Assessor's Parcel No.</u>
October 2, 1936	GG-51932	3412	34	11-898-1
June 13, 1939	KK-28281	3767	333	11-898-2
April 1, 1947	AB-27209	5129	25	11-898-4
March 13, 1944	RR-14927	4489	236	11-898-21-1
and				
April 10, 1944	RR-21456	4516	247	11-898-20
April 18, 1946	TT-31306	4868	391	11-898-19
January 19, 1934	EE-2598	3028	53	11-898-18
June 7, 1935	FF-23452	3191	194	11-898-17

2. Several Maps entitled and filed respectively: Lakeshore Glen, Oakland, Alameda County, California, filed April 4, 1921 in Map Book 6, page 29; South Lakeshore Glen, Oakland, Alameda County, California, filed May 5, 1921 in Map Book 6, page 46; and Lakeshore Hills, Oakland, Alameda County, California, filed

May 13, 1921 in Map Book 7, page 83.

3. A Map entitled Lakeshore Oaks, Oakland, Alameda County, California, filed May 13, 1922 in Map Book 3, page 39.

4. A Map entitled Map of Tract 2198, filed October 6, 1960, in Map Book 42, page 72.

NOTE: The foregoing document entitled First Amended and Restated Declaration of Restrictions of Lakeshore Homes Association, having been duly executed by the property owners of Lakeshore Homes Association, was recorded, with signatures and acknowledgments attached, in the Office of the County Recorder of the County of Alameda, State of California, on the 19th day of April, 1979.

(Reference Number 79-072943)