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Frank Gootrad
Signature Properties
6612 Owens Drive
Pleasanton, CA 94588

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Patrick O'Connell, Auditor-Recorder



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DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
OF
STRATFORD PARK III

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CONDITIONS AND RESTRICTIONS
OF
STRATFORD PARK III

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
STRATFORD PARK III

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF STRATFORD PARK III ("Declaration") is made by SIGNATURE PROPERTIES, INC., a California corporation ("Declarant").

ARTICLE I
INTENTION OF DECLARATION

1.1 FACTS: This Declaration is made with reference to the following facts:

1.1.1 Property Subject to Declaration: Declarant is the developer of the real property and Improvements thereon located in the City of Livermore, County of Alameda, State of California, described as follows:

Lots 1 through 57, inclusive, as shown on the subdivision map of Tract 6458 recorded on July 7, 1993, in Book 209 of Maps at Page 19 et seq. in the Official Records of the County of Alameda, State of California, excepting therefrom in perpetuity all rights to water flowing or located under the surface of such real property.

1.1.2 Nature of Project: Declarant intends to develop the Subject Property as a residential subdivision; and therefore, Declarant desires to impose on the Subject Property, and any property annexed thereto, these mutually beneficial restrictions, and easements under a comprehensive general plan of improvement and development for the benefit of all of the Owners and Lots within the Subject Property and any property annexed thereto.

1.1.3 Phases of Project: The Subject Property and the Additional Property are intended to be developed in two (2) or more Phases. The first Phase consists of the Subject Property. Prior to annexation, the Additional Property shall not be subject to any provision of this Declaration. Declarant may, but shall have no obligation to, annex all or any portion of the Additional Property to the Project by recording a Declaration of Annexation in compliance with the provisions of this Declaration. After recordation of a Declaration of Annexation, the property described therein shall constitute a part of the Project and shall be subject to this Declaration.

1.2 APPLICABILITY OF RESTRICTIONS: Declarant hereby declares that the Project and all Improvements thereon are subject to the provisions of this Declaration. The Project shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions and restrictions stated in this Declaration. All such covenants, conditions and restrictions are declared to be in furtherance of the plan for the subdivision, development and management of the Project. All of the limitations, easements, uses, obligations, covenants, conditions, and restrictions stated in this Declaration shall run with the Project and shall inure to the benefit of and be binding on all Owners and all other parties having or acquiring any right, title or interest in any part of the Project. After recordation of a Declaration of Annexation, the property described therein shall constitute a part of the Project and shall be subject to this Declaration.

ARTICLE II
DEFINITIONS

Unless otherwise defined or unless the context clearly requires a different meaning, the terms used in this Declaration, the Map and any grant deed to a Lot shall have the meanings specified in this Article.

2.1 ADDITIONAL PROPERTY: The term "Additional Property" shall mean Parcel A as shown on the subdivision map of Tract 6296 filed for record on November 12, 1991, in Book 199 of Maps at Pages 14 through 19, inclusive, in the Official Records of the County of Alameda, State of California and all Improvements situated thereon, excluding that portion of Parcel A which is shown as Lots 1 through 57, inclusive, on the Map.

2.2 ARCHITECTURAL COMMITTEE: The term "Architectural Committee" shall mean the Committee appointed and/or elected pursuant to the provisions of Article VII.

2.3 CITY: The term "City" shall mean the City of Livermore, California.

2.4 COUNTY: The term "County" shall mean the County of Alameda, State of California.

2.5 DECLARANT: The term "Declarant" shall mean Signature Properties, Inc., a California corporation. The term "Declarant" shall also mean successors in interest of Declarant, if (i) such successor(s) in interest acquires all or any portion of Declarant's interest in the Subject Property and/or the Additional Property for the purposes of development, sale and/or rental, and (ii) a certificate, signed by Declarant, has been recorded in the County in which the successor(s) in interest assumes the rights and duties of Declarant to the portion of the Subject Property and/or the Additional Property so acquired. There may be more than one Declarant.

2.6 DECLARATION: The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions of Stratford Park III and includes any subsequently recorded amendments.

2.7 DECLARATION OF ANNEXATION: The term "Declaration of Annexation" shall mean any instrument recorded in the County which extends the provisions of this Declaration to all or a portion of the Additional Property or any other property.

2.8 FIRST MORTGAGE: The term "First Mortgage" shall mean a Mortgage which has priority under the recording statutes of the State of California over all other Mortgages encumbering a specific Lot.

2.9 FIRST MORTGAGEE: The term "First Mortgagee" shall mean the Mortgagee of a First Mortgage.

2.10 IMPROVEMENTS: The term "Improvements" shall mean everything constructed, installed or planted on property subject to this Declaration, including without limitation, buildings, streets, fences, walls, paving, pipes, wires, grading, landscaping and other works of improvement as defined in Section 3106 of the California Civil Code, excluding only those Improvements or portions thereof which are dedicated to the public or a public or quasi-public entity or utility company, and accepted for maintenance by the public, such entity or utility company.

2.11 INVITEE: The term "Invitee" shall mean any person whose presence within the Project is approved by or is at the request of a particular Owner, including, but not limited to, lessees, tenants, and the family, guests, employees, licensees or invitees of Owners, tenants or lessees.

2.12 LOT: The term "Lot" shall mean Lots 1 through 57, inclusive, as shown on the Map, excepting therefrom in perpetuity all rights to water flowing or located under the surface of such Lot. The term "Lot" shall also mean any Lot described as such in a Declaration of Annexation. Lot includes all Improvements situated thereon or therein.

2.13 MAP: The term "Map" shall mean the subdivision map of Tract 6458 recorded on July 7, 1993, in Book 209 of Maps at Page 19 et seq. in the Official Records of the County, including any subsequently recorded amended final maps, certificates of correction, lot line adjustments and/or records of survey. The term "Map" shall also mean any recorded subdivision map described in a Declaration of Annexation.

2.14 MORTGAGE: The term "Mortgage" shall mean any duly recorded mortgage or deed of trust encumbering a Lot.

2.15 MORTGAGEE: The term "Mortgagee" shall mean a Mortgagee under a Mortgage as well as a beneficiary under a deed of trust.

2.16 OWNER: The term "Owner" shall mean the holder of record fee title to a Lot, including Declarant as to each Lot owned by Declarant. If more than one person owns a single Lot, the term "Owner" shall mean all owners of that Lot. The term "Owner" shall also mean a contract purchaser (vendee) under an installment land contract but shall exclude the contract vendor and any person having an interest in a Lot merely as security for performance of an obligation.

2.17 PARTY FENCE: The term "Party Fence" shall mean any portion of a fence which is constructed and placed approximately on the common boundary of two (2) or more Lots.

2.18 PHASE: The term "Phase" shall mean any Lots which are simultaneously made subject to the provisions of this Declaration either by recording this Declaration or by recording a Declaration of Annexation.

2.19 PROJECT: The term "Project" shall mean the Subject Property and any property described in a Declaration of Annexation.

2.20 RESIDENCE: The term "Residence" shall mean a dwelling situated on a Lot, including any attached garage also situated on a Lot.

2.21 SUBJECT PROPERTY: The term "Subject Property" shall mean the real property described in Section 1.1.1 of this Declaration and all Improvements thereon.

ARTICLE III
OWNERSHIP AND EASEMENTS

3.1 NON-SEVERABILITY: The ownership interests in the Lots described, granted or reserved in this Article are subject to the easements granted and reserved in this Declaration. Each of the easements described, granted and/or reserved herein shall be deemed to be established upon the recordation of this Declaration and shall be enforceable as equitable servitudes and as covenants running with the land for the use and benefit of the Owners and their Lots superior to all other encumbrances applied against or in favor of any portion of the Project.

3.2 OWNERSHIP OF LOTS: Title to each Lot in the Project shall be conveyed in fee to an Owner.

3.3 OWNERSHIP OF PARTY FENCES: Each Owner of a Lot upon which a Party Fence is situated shall own to the center of the Party Fence.

3.4 EASEMENTS: The easements and rights specified in this Article are hereby created and shall exist whether or not they are also set forth in individual grant deeds to Lots.

3.4.1 Easements On Map: The Lots are subject to the easements and rights of way shown on the Map.

3.4.2 Party Fences: Each Owner of a Lot containing a Party Fence shall have a reciprocal non-exclusive easement over and across such portions of the contiguous Lot as are necessary to maintain the Party Fence.

3.4.3 Utilities: Each Owner shall have a non-exclusive right and easement over, under, across and through the Project (excluding those portions occupied by Residences) for utility lines, pipes, wires and conduits installed by Declarant.

3.4.4 Encroachment: Non-exclusive rights and easements are reserved and granted for the benefit of each Lot, as dominant tenement, over, under and across each other Lot, as servient tenement for the purposes of encroachment, support, occupancy and use of such portions of Lots as shall be encroached upon, used and occupied by the dominant tenement as a result of any original construction design, accretion, erosion, deterioration, decay, errors in original construction, movement, settlement, shifting or subsidence of any building or structure or any portion thereof. If any portion of the Project is partially or totally destroyed, the encroachment easement shall exist for any replacement structure which is rebuilt pursuant to the original construction design. The easement for maintenance of the encroaching Improvement shall exist for as long as the encroachment exists; provided, however, that no easement for encroachment shall be created due to the willful misconduct of any Owner. Any

easement for encroachment may but need not be cured by repair or restoration of the Improvement.

3.4.5 Support, Maintenance and Repair: Each Lot and each Owner shall have a non-exclusive right and easement appurtenant to all Lots through each Lot for the support, maintenance and repair of all Lots.

3.4.6 Architectural Committee's Easements: The Architectural Committee and its duly authorized agents and representatives shall have a non-exclusive right and easement as is necessary to perform its duties and obligations set forth in this Declaration, including the right to enter upon Lots, subject to the limitations contained in this Declaration.

3.4.7 Additional Easements: Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted by Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of the Project.

3.4.8 Annexation of Additional Property: Upon the recordation of a Declaration of Annexation, the Lots and the Owners of Lots in the annexed Phase shall have all of the rights and easements specified in this Article and the Lots and the Owners of Lots in the Project prior to annexation shall have all of the easements specified in this Article as though the annexed Phase were initially part of the Project.

ARTICLE IV
USES AND RESTRICTIONS

4.1 CONSTRUCTION OF RESIDENCES: Except for Declarant, no Improvement shall be constructed on any Lot without obtaining prior architectural approval in accordance with the provisions of Article VII. No Owner may submit plans to the City or obtain a building permit until that Owner has received all necessary approvals from the Architectural Committee.

4.2 ALTERATIONS TO EXTERIORS OF RESIDENCES AND/OR LOTS: Once constructed, no alteration or addition may be made to the exterior of any Residence or to or upon any portion of any Lot without obtaining prior architectural approval. For purposes of this Section, the phrase "alteration or addition" does not include repainting, refinishing, repairing or replacing any Improvement with the same type and color of materials as was originally used by Declarant in the construction of the Improvements.

4.3 CONFORMITY WITH CITY ORDINANCES: All construction, landscaping and alterations performed on Lots must comply with the applicable laws of the State of California and the ordinances of the City. If there are conflicts between the two, the most restrictive regulation shall apply.

4.4 USE AND OCCUPANCY OF LOTS AND RESIDENCES: Each residence shall be used solely for residential purposes. Except for uses within residences permitted by local ordinances, and except for the business of Declarant in completing the development and disposition of the Lots in the Project, no business of any kind shall be established, maintained, operated, permitted or constructed in any portion of the Project. No residence shall be permanently occupied by any more than two (2) persons per bedroom. No Owner may permit or cause anything to be done or kept upon, in or about his Lot which might obstruct or interfere with the rights of other Owners or which would be noxious, harmful or unreasonably offensive to other Owners. Each Owner shall comply with all of the requirements of all governmental authorities, federal, state or local, and all laws, ordinances, rules and regulations applicable to his Lot and residence.

4.5 RENTAL OF LOTS: Unless an Owner is a party to an agreement which prohibits or restricts his ability to rent or lease his Lot, an Owner shall be entitled to rent or lease his Lot, if: (i) there is a written rental or lease agreement specifying that the tenant shall be subject to all provisions of this Declaration and a failure to comply with any provision of this Declaration shall constitute a default under the agreement; (ii) the period of the rental or lease is not less than thirty (30) days; and (iii) the Owner gives each tenant a copy of this Declaration.

4.6 ANIMALS: An Owner may keep two (2) dogs, cats or other customarily uncaged household pets within his Lot. Each Owner may

also maintain a reasonable number of small caged animals, birds or fish. No Owner may keep any pet which is a nuisance to other Owners. No animals may be kept for commercial purposes.

4.7 PARKING: Vehicles shall not be parked anywhere in the Project except upon driveways, wholly within garages or upon public streets. No boat, trailer, camper, commercial vehicle, mobile home, recreational vehicle or any inoperable vehicle shall be parked or stored on any driveway; however, all such vehicles may be parked within enclosed sideyards on Lots as long as: (i) the sideyard is screened from view from the street to the maximum extent permitted under City ordinances at the time the enclosure is constructed and (ii) approval of the screening is obtained in accordance with the provisions of Article VII. No commercial vehicles of any nature shall be parked or stored on any Lot or on the streets of the Project except for commercial vehicles providing services to the Owners of Lots and, in that event, only for the duration necessary to provide such services. The preceding restriction does not apply to commercial vehicles used during the construction of the Project. Garage doors shall remain closed, except when a vehicle is entering or leaving the garage. Garages shall be kept sufficiently clear so as to permit parking of the number of vehicles for which the garage was designed. With the exception of garages, no part of any Lot shall be used for repair, construction or reconstruction of any vehicle.

4.8 SIGNS: All signs displayed in the Project shall be attractive and compatible with the design of the Project and shall comply with all applicable local ordinances. The only signs of any kind which may be displayed to the public view on or from any Lot shall be as follows:

4.8.1 Sale or Rent: One (1) sign of reasonable dimensions may be placed on a Lot advertising the Lot for sale or rent;

4.8.2 Declarant: Signs may be displayed by Declarant on unsold Lots, as Declarant deems appropriate, advertising Lots owned by Declarant for sale or rent;

4.8.3 Project Identification: Appropriate signs may be displayed to identify the Project;

4.8.4 Approved By Architectural Committee: Other signs, posters and notices approved by the Architectural Committee or specified in this Declaration may be posted in locations approved by the Architectural Committee; and

4.8.5 Legal Proceedings: Signs required by legal proceedings may be displayed.

4.9 STORAGE OF WASTE MATERIALS: All garbage, trash and accumulated waste material shall be placed in appropriate covered

trash containers, which may be placed where visible only on the night before and the day that pick-up is to occur.

4.10 ANTENNAS: No outside television antenna, microwave or satellite dish, aerial, or other such device shall be erected, constructed or placed on any Lot, unless first approved in accordance with the provisions of Article VII. The Architectural Committee shall not deny a request by an Owner to install a satellite dish as long as (i) satellite dishes are permitted and installed in accordance with applicable local ordinances and (ii) the satellite dish is reasonably screened from view from the streets within the Project.

4.11 INVITEES: Each Owner shall be responsible for compliance with the provisions of the Declaration by his Invitees.

4.12 ALTERATIONS: No Improvement, except landscaping, shall be constructed, performed, installed, altered or demolished, nor shall the color of any Improvement be changed ("Alteration") until plans have been submitted and approved pursuant to Article VII. For purposes of this Declaration, the term "Alteration" shall not include repainting or refinishing any Improvement in the same color or repairing any Improvement with the same materials.

4.13 MINERAL EXPLORATION: No Lot shall be used to explore for or to remove any water, oil, hydrocarbons or minerals of any kind. No wells or other extraction devices may be used, installed, constructed, maintained or located on any Lot except as specifically designated by Declarant. This Section 4.13 may not be amended without the express written consent of Signature Properties, Inc., a California corporation even if the corporation does not own any property in the Project.

4.14 MAILBOXES: Unless installed by Declarant or approved by the Architectural Committee, there shall be no exterior newspaper tubes or freestanding mailboxes placed on any Lot.

4.15 BASKETBALL STANDARDS: Unless approved by the Architectural Committee, no basketball standards or fixed sports apparatus shall be attached to any residence or garage.

4.16 TEMPORARY STRUCTURES: No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

ARTICLE V
MAINTENANCE, REPAIR AND RECONSTRUCTION OF IMPROVEMENTS

5.1 MAINTENANCE OF LOTS AND RESIDENCES: Except as otherwise specifically provided in this Declaration, each Owner shall maintain and care for his Lot, his Residence, and all other Improvements located in or on his Lot in a manner consistent with the standards established by this Declaration and other well maintained residential areas in the vicinity of the Project. Special architectural design standards may be established by the Architectural Committee.

5.2 ALTERATIONS TO LOTS AND RESIDENCES: Owners may alter or remodel the interiors of their Residences, if the alterations do not impair the structural integrity of the Residence and if the Owner complies with all laws and ordinances regarding alterations and remodeling. Any proposals for alterations, additions or other Improvements on Lots or to the exteriors of Residences shall be made in accordance with the provisions of Article VII.

5.3 MAINTENANCE AND REPAIR OF PARTY FENCES: The Owners of a Party Fence shall be responsible for maintaining, repairing and replacing it. The costs of such maintenance, repair and/or replacement shall be shared equally by the Owners; provided, however, that all costs of any maintenance, repair or replacement necessitated by the negligent or willful action of an Owner shall be borne by that Owner. In the absence of negligent or willful conduct, any necessary maintenance, repair or replacement performed by an Owner shall entitle that Owner to a right of contribution from the other Owners of the Party Fence. The right of contribution shall be appurtenant to the Lot and shall pass to the successor(s) in interest of the Owner entitled to contribution.

5.4 LANDSCAPING: Each Owner shall be responsible for all landscaping located within his Lot. If landscaping within Lots is not installed by Declarant, each Owner shall install permanent landscaping within his Lot within six (6) months after (i) the conveyance of the Lot to the Owner or (ii) the issuance of Certificate of Occupancy, whichever occurs last. All landscaping in the Project shall be maintained and cared for in a manner consistent with the standards of design and quality as originally established by Declarant and in a condition comparable to that of other well maintained residential areas in the vicinity of the Project. All landscaping shall be maintained in a neat and orderly condition. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced. All lawn areas shall be neatly mowed and trees and shrubs shall be neatly trimmed. Other specific restrictions on landscaping may be established by the Architectural Committee.

5.5 DAMAGE AND DESTRUCTION: If all or any portion of a Lot or Residence is damaged by fire or other casualty, the Owner shall either (i) restore the damaged Improvements or (ii) remove all

damaged Improvements, including foundations, and leave the Lot in a clean and safe condition. The term "restore" shall mean repairing, rebuilding or reconstructing a damaged Improvement to substantially the same condition and appearance in which it existed prior to fire or other casualty damage. Any restoration under (i) preceding must be performed so that the Improvements are in substantially the same condition in which they existed prior to the damage, unless the provisions of Article VII are complied with by the Owner. The Owner must commence such work within sixty (60) days after the damage occurs and must complete the work within one (1) year thereafter.

ARTICLE VI
DEVELOPMENT RIGHTS

6.1 LIMITATIONS OF RESTRICTIONS: Declarant is undertaking the work of developing Lots and other Improvements within the Project. The completion of the development and the marketing, sale, lease, rental and/or other disposition of the Lots is essential to the establishment and welfare of the Project as a residential community. In order that the work may be completed and the Project be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be interpreted to deny Declarant the rights set forth in this Article.

6.2 RIGHTS OF ACCESS AND COMPLETION OF CONSTRUCTION: Until Declarant no longer owns any Lot in the Project, Declarant, its contractors and subcontractors shall have the right to: (i) do within any Lot owned by it whatever is reasonably necessary or advisable in connection with the completion of the Project; and (ii) erect, construct and maintain within any Lot owned by it such structures as may be reasonably necessary for the conduct of its business to complete the work, establish the Project as a residential community and dispose of the Project in parcels by sale, lease, rental or otherwise.

6.3 MARKETING RIGHTS: Declarant shall have the right to: (i) maintain model homes, sales, leasing and/or rental offices, storage areas and related facilities in any unsold Lots within the Project as are necessary or reasonable, in the opinion of Declarant, for the sale, lease, rental or other disposition of the Lots; and (ii) conduct its business of disposing of Lots by sale, lease, rental or otherwise.

6.4 AMENDMENT: The provisions of this Article may not be amended without the written consent of Declarant until title to all of the Lots in the Project owned by Declarant has been conveyed.

ARTICLE VII
ARCHITECTURAL AND LANDSCAPING CONTROL

7.1 ARCHITECTURAL APPROVAL REQUIRED: No building, fence, wall, sign or other Improvement, or exterior addition to or change or alteration thereof (including painting but excluding landscaping) shall be commenced, constructed, erected, placed, removed, altered, maintained or permitted to remain on any Lot or any portion thereof, until plans and specifications shall have been submitted to and approved in writing by the architectural committee (the "Architectural Committee"). For purposes of this Declaration, the term "Alteration" shall not include repainting or refinishing any Improvement in the same color or repairing any Improvement with the same materials.

7.2 ARCHITECTURAL COMMITTEE: All architectural review shall be performed by an Architectural Committee of three (3) persons. The initial members of the Architectural Committee shall be Patricia L. Ridout, Edward Inderbitzen and Kenneth B. Crews, whose addresses are 6612 Owens Drive, Pleasanton, CA 94588. If a member of the Committee resigns, the vacancy shall be filled by the remaining members. Upon the sale of the last Lot in the Project to be sold by Declarant, all of the initial members of the Architectural Committee who have not yet resigned will automatically be deemed to have resigned. If all members of the Architectural Committee resign or are deemed to have resigned simultaneously, then the new members shall be elected by a majority vote of the Owners. Any member of the Architectural Committee, except the initial members and any replacements who are employees of Declarant, can be removed at any time by a vote of at least fifty-one percent (51%) of the Owners. There shall be only one (1) vote cast for each Lot in the Project. Declarant shall be entitled to cast one (1) vote for each Lot owned by Declarant. The Architectural Committee is not intended to be and shall not be an "association" as that term is defined in Section 1351(a) of the California Civil Code and the Committee shall have no power to levy assessments as described in Section 1366(a) of the California Civil Code. The Architectural Committee shall act in accordance with the provisions of this Article.

7.3 POWERS OF THE ARCHITECTURAL COMMITTEE: The Architectural Committee shall have the following powers:

7.3.1 Review Plans: To review and approve, disapprove or conditionally approve all plans, submittals, applications and requests made or tendered to it by Owners, or their agents, pursuant to the provisions of this Declaration. In connection therewith, the Architectural Committee may investigate and consider the architecture, design, layout, landscaping, fence detail, and other features of the proposed improvement;

7.3.2 Adopt Rules: To adopt rules and regulations for the transaction of business, scheduling of meetings, conduct of meetings and related matters;

7.3.3 Submission Materials: To require the submission of site plans, diagrams, photographs, materials or other presentation material as may be necessary for complete review and consideration of the proposed development. All such plans and specifications shall be submitted in writing in duplicate and each shall be signed by the Owner of the Lot or his authorized agent;

7.3.4 Adopt Criteria: To adopt criteria, consistent with the purpose and intent of this Declaration, to be used in making its determination to approve, disapprove or conditionally approve any matter submitted to it for decision; and

7.3.5 Fees: To adopt a schedule of reasonable fees for processing submittals and to establish the time and manner in which such fees shall be paid.

7.4 DUTIES OF ARCHITECTURAL COMMITTEE: The Architectural Committee:

7.4.1 Time Limitation: Shall render a decision on each matter submitted to it, in writing, within thirty (30) days of receipt of all data required by its rules and regulations. Failure to render a decision within said period of time shall be deemed to be an approval of the matter as submitted. The approved plans and specifications, if any, shall be signed in duplicate by a fully authorized member or employee of the Architectural Committee and shall be incorporated in the decision by reference. One copy shall be retained by the Architectural Committee and one copy shall be returned to the Owner or applicant; and

7.4.2 Publish Rules: May publish and make available to Owners and prospective owners all of its rules, regulations and criteria from time to time adopted, if any.

7.5 APPLICATION FOR APPROVAL OF IMPROVEMENTS: Any Owner, except Declarant and its designated agents, who wants to perform any alteration or addition for which approval is required shall notify the Architectural Committee in writing of the nature of the proposed work and shall furnish such information as may be required by the Architectural Standards or reasonably requested by the Architectural Committee.

7.6 CONDITIONS PRECEDENT TO APPROVAL: As conditions precedent to approval of any matter submitted to it, the Architectural Committee must be able to find that:

7.6.1 Best Interest of Owners: The approval of the plan will be in the best interests of the Owners;

7.6.2 Architectural Review: General architectural considerations, including the character, scale, and quality of the design, the architectural relationship with the site and other buildings, building materials, colors, screening of exterior appurtenances, exterior lighting and similar elements have been incorporated in order to ensure the compatibility of the proposed improvement with its design concept and the character of adjacent buildings;

7.6.3 Site Review: General site considerations including site layout, open space and topography, orientation and locations of buildings, vehicular access, circulation and parking, setbacks, height, walls, fences, and similar elements have been designed to provide a desirable environment; and

7.6.4 Landscape Review: General landscape consideration, including the location, type, size, color, texture and coverage of plant materials, provision for irrigation, maintenance and protection of landscaped areas and similar elements have been considered to ensure visual relief, to complement buildings and structures, and to provide an attractive environment for the enjoyment of the Owners in general and the enhancement of property values in the Project generally.

If the Architectural Committee makes a negative finding on one or more of the items set forth in this Section, it shall disapprove such matter, or condition its approval so as to allow such findings to be made.

7.7 FORM OF APPROVALS AND DENIALS: All approvals and denials shall be in writing. Any denial of a proposal must state the reasons for the decision to be valid. Any proposal which has not been rejected in writing within thirty (30) days from the date of receipt by the Architectural Committee of the submission shall be deemed approved.

7.8 PROCEEDING WITH WORK: Upon approval of the Architectural Committee, the Owner shall diligently proceed with the commencement and completion of all work so approved. Work must be commenced within six (6) months from the date of the approval. If the Owner fails to comply with the provisions of this Section, the approval given shall be deemed revoked unless the Architectural Committee extends the time for commencement. Any request for an extension shall be in writing. No extension shall be granted unless the Architectural Committee finds that there has been no change in the circumstances under which the original approval was granted.

7.9 FAILURE TO COMPLETE WORK: Completion of the work approved must occur in the twelve (12) month period following the approval of the work unless the Architectural Committee determines that completion is impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural

calamities or other supervening forces beyond the control of the Owner or his agents. If the Owner fails to complete the work within the one (1) year period, the Architectural Committee shall proceed in accordance with the provisions of Section 7.10, below.

7.10 DETERMINATION OF COMPLIANCE: Any work performed, whether or not the Owner obtained proper approvals, shall be inspected and a determination of compliance shall be made as follows:

7.10.1 Notice of Completion: Upon the completion of any work performed by an Owner for which approval was required, the Owner shall give written notice of completion to the Architectural Committee. If the Owner fails to give the notice of completion of work performed for which approval was required, the Architectural Committee may proceed upon its own motion.

7.10.2 Inspection: Within sixty (60) days after receipt of the notice of completion, the Architectural Committee shall inspect the work performed and determine whether it was performed in substantial compliance with the approval granted. If the Architectural Committee finds that the work was not performed in substantial compliance with the approval granted or if the Architectural Committee finds that the approval required was not obtained, the Architectural Committee shall notify the Owner in writing of the non-compliance. The notice shall specify the particulars of non-compliance and shall require the Owner to remedy the non-compliance.

7.11 FAILURE TO REMEDY THE NON-COMPLIANCE: If the Owner fails to remedy the non-compliance in accordance with the provisions of the notice of non-compliance, then after the expiration of thirty (30) days from the date of such notification, the Architectural Committee shall have the right to proceed in accordance with Section 8.2.

7.12 WAIVER: Approval of any plans, drawings or specifications for any work proposed, or for any other matter requiring approval shall not be deemed to constitute a waiver of any right to deny approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

7.13 ARBITRATION: If an Owner seeking the approval of the Architectural Committee with respect to a matter affecting that Owner's Lot disputes the decision of the Architectural Committee in connection with such decision, the dispute shall be resolved by binding arbitration between that Owner and the Architectural Committee. The arbitration shall be commenced by the Owner by filing a Demand for Arbitration with the American Arbitration Association. No Owner shall undertake any construction, landscaping or other act in connection with the disputed matter, regardless of whether the construction, landscaping or other act was authorized, prohibited or not subject to a specific

determination, until the award in arbitration is made. The fee necessary to commence the arbitration shall be advanced by the Owner. Such fee and any other fees, costs and expenses in connection with the arbitration shall ultimately be borne as determined by the arbiter.

7.14 NO LIABILITY: Neither Declarant, the Architectural Committee nor the members or designated representatives thereof shall be liable for damages to anyone submitting plans or specifications to them for approval, or to any Owner of property affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications, or for any defect whether in design or construction in any structure constructed from such plans and specifications. Neither the Declarant, the Architectural Committee nor any member thereof shall be responsible for reviewing or approving any plans with respect to the adequacy of engineering design. Every person who submits plans or specifications to the Architectural Committee for approval agrees, by submission of such plans and specifications, and every Owner of any of said property agrees that he will not bring any action, suit or claim against Declarant, the Architectural Committee or any of the members or designated representatives thereof with respect to any matters for which such persons or entities are relieved of liability pursuant to this Section.

7.15 APPOINTMENT AND DESIGNATION: The Architectural Committee may, from time to time, by a majority vote of the members thereof, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified persons who shall have full authority to act on behalf of the Architectural Committee in all matters delegated.

7.16 ESTOPPEL CERTIFICATE: Within thirty (30) days after a determination of compliance is made pursuant to Section 7.10 and written demand is delivered to the Architectural Committee by any Owner, and upon payment to the Architectural Committee of a reasonable fee (as fixed from time to time by the Architectural Committee), the Architectural Committee shall record an estoppel certificate, executed by any two (2) members of the Architectural Committee, certifying that as of the date thereof, either: (a) the work completed complies with this Declaration or (b) the work completed does not comply. In the latter situation, the certificate shall also identify the particulars of the non-compliance. Any successor in interest of the Owner shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between the Architectural Committee, Declarant and all Owners and such persons deriving any interest through any of them.

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7.17 NON-APPLICABILITY TO DECLARANT: The provisions of this Article shall not apply to any Lot owned by Declarant or prior to the first conveyance of a Lot to an Owner.

7.6

02/23/94

LITTLE & SAPUTO
ATTORNEYS AT LAW
300 YGNACIO VALLEY ROAD
WALNUT CREEK, CA 94596
(510) 944-5000

ARTICLE VIII
AMENDMENT AND ENFORCEMENT

8.1 AMENDMENTS: Prior to the conveyance of the first Lot to an Owner other than a Declarant, this Declaration may be amended by Declarant alone. After the conveyance of the first Lot, this Declaration may be amended by the vote or written consent of fifty-one percent (51%) of the Owners (based on one (1) vote for each Lot); provided however that as long as Declarant owns any Lot in the Project, this Declaration may not be amended without the consent of Declarant. Any amendment shall be effective upon the recordation in the Official Records of the County of an instrument executed by any two (2) Owners which (i) sets forth the terms of the amendment and (ii) states that at least fifty-one (51%) of the Owners approved the amendment.

8.2 ENFORCEMENT:

8.2.1 Generally: Declarant, the Architectural Committee and/or any Owner shall have the power but not the obligation to enforce the provisions of this Declaration in any manner provided by law or in equity, including arbitration, and in any manner provided in this Declaration. The provisions of this Declaration shall be equitable servitudes, enforceable by Declarant, any Owner and/or the Architectural Committee against any other Owner, tenant or occupant of the Project. Except as otherwise provided, the Architectural Committee or any Owner(s) shall have the right to enforce, in any manner permitted by law or in equity, including by arbitration, any and all of the provisions of this Declaration, including any decision made by the Architectural Committee upon the Owners or upon any property in the Project.

8.2.2 Enforcement By Declarant: Declarant has the right to enforce the provisions of this Declaration, including any decision made by the Architectural Committee, in any manner provided by law or in equity, including arbitration, and in any manner provided in this Declaration. The provisions of this Declaration are equitable servitudes, enforceable by Declarant against the Architectural Committee and/or any Owner tenant or occupant of the Project. Declarant has no obligation to enforce any provision of this Declaration. Declarant may elect to enforce any provision of this Declaration at any time against any Owner and no such action shall be construed to imply any obligation on the part of Declarant to enforce the same provision against another Owner.

8.2.3 Liquidated Damages: Declarant is developing and marketing Lots and Residences in the Project. The restrictions contained in Articles IV, V and VII of this Declaration exist, among other reasons, for the benefit of Declarant in that they assist in creating and promoting a particular setting, appearance and atmosphere which is critical to the ability of Declarant to

sell Lots and Residences in the Project. Any violation of any such restriction adversely impacts Declarant's ability to sell Lots and Residences in the Project. Declarant and each Owner, by acceptance of a grant deed to a Lot, expressly agree for themselves, and their respective successors-in-interest and assigns that if an Owner violates any provision of Article IV, Article V or Article VII of this Declaration by his action or inaction, the action of his Invitee(s), or by permitting or causing his Lot or Residence to be in violation (collectively "Violation"), it would be extremely difficult and impractical to ascertain the actual damages suffered by Declarant. Therefore, in the event of any Violation of any provision of Article IV, Article V or Article VII of this Declaration, the Owner of the Lot in Violation shall pay to Declarant the sum of \$20.00 per day for each day that the Violation continues as liquidated and agreed upon damages.

As a condition precedent to collecting liquidated damages, Declarant must first give written notice of the Violation to the Owner. The notice must specify the nature of the Violation and the action needed to correct the Violation. The notice must be either personally delivered to the Owner or addressed to the Owner and sent by first class mail, postage prepaid, to the address which appears on the County Assessor's Rolls for the Lot for property tax purposes, return receipt requested. From the time of receipt of the notice, the Owner shall have forty-eight (48) hours to correct the Violation unless the Violation is of Section 4.1 in which case the Owner shall have ninety-six (96) hours to correct the Violation. If the Violation is not corrected by the specified time, liquidated damages shall accrue at the rate of Twenty Dollars (\$20.00) per day from the date of receipt of the notice. Declarant has the right to enforce payment of liquidated damages in any manner permitted by law or in equity, including an action in small claims court.

8.3 VIOLATION OF LAW: Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Project is hereby declared to be a violation of this Declaration and is subject to any or all of the enforcement procedures herein set forth.

8.4 REMEDIES CUMULATIVE: Each remedy provided by this Declaration is cumulative and not exclusive.

8.5 NONWAIVER: The failure to enforce the provisions of any covenant, condition or restriction contained in this Declaration shall not constitute a waiver of any right to enforce any such provisions or any other provisions of this Declaration.

ARTICLE IX
ANNEXATION

9.1 RESTRICTION ON ANNEXATION: Property may be added to the Project by annexation only in accordance with the provisions of this Article.

9.2 PROPERTY WHICH MAY BE ANNEXED; APPROVAL OF MEMBERS: All or any portion of the Additional Property may be added to the Project at any time without the approval of any other Owner. Property other than the Additional Property may be annexed to the Project only with the vote or written consent of fifty-one percent (51%) of the Owners.

9.3 PROCEDURE FOR ANNEXATION: A final subdivision map(s) or final parcel map(s), and a Declaration of Annexation for the property to be annexed must be recorded. The Declaration of Annexation shall describe the portion of the Additional Property to be annexed and specify that all of the covenants, conditions and restrictions of this Declaration shall apply to the annexed Additional Property in the same manner as if it were originally covered by this Declaration. The Declaration of Annexation may also impose any additional covenants, conditions and restrictions on the Additional Property that are necessary to include the property in the Project and to reflect differences in nature, if any, of the Improvements to be constructed on the Additional Property. No Declaration of Annexation shall alter or change the general common plan or scheme created by this Declaration nor shall it affect the provisions hereof as covenants running with the land or as equitable servitudes.

9.4 EFFECT OF ANNEXATION: After complying with the procedures for annexation and upon the conveyance of the first Lot in the annexed Phase to an Owner, Owners of Lots in the annexed Phase shall be subject to this Declaration.

9.5 DEANNEXATION: Declarant has the right, at its sole option, to remove from the Project any property described in a recorded Declaration of Annexation by recording a rescission of the Declaration of Annexation at any time if Declarant owns all of the property described in the Declaration of Annexation.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 **TERM OF DECLARATION:** This Declaration shall continue for a term of fifty (50) years from its date of recordation. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years until two-thirds (2/3rds) of the Owners (based on one [1] vote for each Lot owned) approve a termination of this Declaration.

10.2 **CONSTRUCTION OF PROVISIONS:** The provisions of this Declaration shall be liberally construed to effect its purpose of creating a uniform plan for the development and operation of a residential subdivision.

10.3 **BINDING:** This Declaration shall be for the benefit of and be binding upon all Owners, their respective heirs, legatees, devisees, executors, administrators, guardians, conservators, successors, purchasers, tenants, encumbrancers, donees, grantees, mortgagees, lienors and assigns.

10.4 **SEVERABILITY OF PROVISIONS:** The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

10.5 **GENDER, NUMBER AND CAPTIONS:** As used herein, the singular shall include the plural and masculine pronouns shall include feminine pronouns, where appropriate. The title and captions of each paragraph hereof are not a part thereof and shall not affect the construction or interpretation of any part hereof.

10.6 **REDISTRIBUTION OF DECLARATION:** Upon the resale of any Lot by any Owner, the Owner shall supply to the buyer of the Lot a copy of this Declaration.

10.7 **SUCCESSOR STATUTES:** Any reference in this Declaration to a statute shall be deemed a reference to any amended or successor statute.

10.8 **MORTGAGE PROTECTION:** A breach of any of the conditions contained in this Declaration shall not defeat or render invalid the lien of any First Mortgage made in good faith and for value as to any Lot in the Project; provided however that the conditions contained in this Declaration shall be binding upon and effective against any Owner of a Lot if the Lot is acquired by foreclosure, trustee's sale or otherwise.

16

RECORDED AT THE REQUEST OF:
Chicago Title Company

WHEN RECORDED RETURN TO:
Signature Properties
6612 Owens Drive
Pleasanton, CA 94588

Recorded in Official Records of Alameda Co.
Patrick O'Connell, Clerk-Recorder

13.00

98162053 08:30am 05/15/98

005 320146 40 27 000062
A23 3 7.00 6.00 0.00 0.00 0.00 0.00 0.00 0.00

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fD

**DECLARATION OF ANNEXATION
AND
SUPPLEMENTAL RESTRICTIONS
FOR
STRATFORD PARK III
PHASE V**

SIGNATURE PROPERTIES, INC., a California corporation ("Declarant"), hereby makes this Declaration of Annexation and Supplemental Restrictions for Stratford Park III - Phase V (the "Declaration of Annexation") on the terms and conditions herein stated.

RECITALS:

Declarant makes this Declaration of Annexation based on the following facts and intentions:

A. Declarant is the owner of all that certain real property (the "Annexation Property"), located in the City of Livermore, County of Alameda, State of California described as follows:

Lots 1 through 60, inclusive, as shown on the subdivision map of Tract 6931 recorded on May 4, 1998, in Book 239 of Maps at Pages 43 through 48, inclusive, in the Official Records of the County of Alameda, State of California (the "Map").

B. Pursuant to the provisions of the Declaration of Covenants, Conditions and Restrictions (the "Declaration") of Stratford Park III (the "Project") recorded on February 25, 1994, as Recorder's Series No. 94-075668 in the Official Records of the County of Alameda, State of California, Declarant desires to annex the Annexation Property to the Project.

C. All of the capitalized terms in this Declaration of Annexation shall have the same meanings given them in the Declaration unless this Declaration of Annexation provides otherwise.

Therefore, Declarant hereby declares the following:

1. **ANNEXATION OF ANNEXATION PROPERTY:**

1.1 This Declaration of Annexation is made in compliance with Article IX of the Declaration.

1.2 The Map affecting the Annexation Property has been approved by the City of Livermore and duly recorded in the County of Alameda.

1.3 Upon the recordation of this Declaration of Annexation in the Official Records of the County of Alameda, the annexation of the Annexation Property to the Project shall be deemed accomplished and all of the incidents of annexation, as set forth in the Declaration, shall be in full force and effect.

2. **APPLICATION OF RESTRICTIONS:** The terms and provisions of the covenants, conditions and restrictions of the Declaration shall apply to the Annexation Property as if the Annexation Property were originally covered by the Declaration as a part of the Project.

3. **CLASSIFICATION OF ANNEXATION PROPERTY:** The Annexation Property, being Lots 1 through 60, inclusive, shall be Lots as defined in the Declaration.

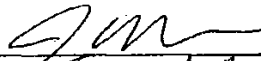
4. **LIMITATIONS ON APPLICATION:** None of the provisions contained herein shall be construed in any event as diminishing any of the covenants, conditions or restrictions established by the Declaration, nor shall any provision be construed to discriminate between any Owner(s) in the Annexation Property and any other Owner(s) within the Project except as otherwise expressly provided in the Declaration. No amendment, addition, change or deletion in this Declaration of Annexation shall be deemed to alter or change the general common plan and scheme created by the Declaration nor shall the same affect the provisions of the Declaration as covenants running with the land or as equitable servitudes, all of which shall be uniformly applicable to all portions of the Project including the Annexation Property.

5. **DEANNEXATION:** Declarant has the right, at its sole option, to remove from the Project any property described in this Declaration of Annexation by executing and recording a rescission of this Declaration of Annexation, as long as at the time of the execution and recordation of the rescission Declarant owns all of the Annexation Property.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration of Annexation on this 13th day of May, 1998.

DECLARANT:

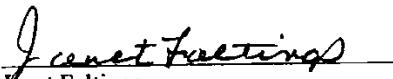
SIGNATURE PROPERTIES, INC.,
a California corporation

By: 
Name: James W. McKeehan
Title: V.P. & General Counsel

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) ss.

On May 13, 1998, before me, Janet Faltings, Notary Public, personally appeared James W. McKeehan, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Janet Faltings



copy for 1/24/2001

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the 24th day of January, 1994.

DECLARANT:

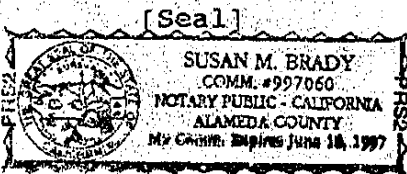
SIGNATURE PROPERTIES, INC., a California corporation

By: [Signature]
Name: James C. Ghielmetti
Title: Chief Executive Officer

State of California)
County of Alameda) ss.

On February 24, 1994, before me, Susan M. Brady, personally appeared James C. Ghielmetti, personally known to me (~~or provided to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
Notary Public

EXHIBITS

NONE

ILLEGIBLE NOTARY SEAL DECLARATION (GOVERNMENT CODE 27361.7)

I Certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Susan M. Brady Date Commission Expires: 6/18/93 94075668
 State: California County: Alameda
 Place of Execution of this Declaration: Alameda
 Date: 2/25/94 Signature: [Handwritten Signature]