

RECORDING REQUESTED BY

**Sheffield Village Homeowners' Association
247 Marlow Drive
Oakland, CA 94605**

AND WHEN RECORDED MAIL TO

**Sheffield Village Homeowners' Association
247 Marlow Drive
Oakland, CA 94605**

Know All Persons by These Present:

**DECLARATION OF RESTRICTIONS - COVENANTS,
CODES, AND RESTRICTIONS**

(as amended November, 2004)

OF

SHEFFIELD VILLAGE HOMEOWNERS' ASSOCIATION

DECLARATION OF RESTRICTIONS - COVENANTS, CODES, AND RESTRICTIONS

This Declaration of Restrictions (Agreement) is made on the date indicated below by the undersigned parties.

WHEREAS, the undersigned are owners of the lots described as set forth below, adjacent to each parties' signature and address as such lots are shown in Book of Maps 29, page 29, recorded December 26, 1936, Official Records, Alameda County, California and designated Tract No. 537 (referred to as "Sheffield Village"); and

WHEREAS, it is the desire and intention of all parties hereto to restrict said land as to use and permissible buildings according to a common plan so that all of said lands shall be benefited and each successive owner of all or a part of said lands shall be benefited by the preservation of the value and character of said lands;

WHEREAS, the original Declaration of Restrictions for Sheffield Village was recorded on March 10, 1939 by E. B. Field Corporation, a California Corporation, Official Records of Alameda County, California, in Book 3752, Page 132 and re-recorded on March 10, 1941, Official Records, Alameda County, California, Book 4062, Page 1; and was amended by document recorded on August 31, 1971, Official Records, Alameda County, California, Reel 2938, Image 560 (referred to hereinafter collectively as Original CC&Rs); was further amended by document recorded on May 27, 1983, as Alameda County Recorder document number 83092236; was further amended by document recorded on January 29, 2004 as Alameda County Recorder document number 2004036320; and was further amended by document recorded on May 25, 2004 as Alameda County Recorders document number 2004232280; and

WHEREAS, the Sheffield Village Homeowner's Association (the "Association"), incorporated under the laws of the State of California, has administered and enforced the Original CC&R's and the parties hereto grant to the Association the powers, rights and duties herein contained;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, each to the others as Covenantors and Covenantees, and expressly for the benefit of, and to bind, their successors in interest, the said parties agree as follows:

1. Land Use and Building Type

(a) No lot shall be used except for residential purposes except as provided in Paragraph (d) of this Section 1. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than two (2) cars and appurtenant out buildings not to exceed one (1) story in height used in connection with such residential buildings.

(b) No hospital, sanitarium, rest home, hotel or public boarding or lodging house or enterprise of similar or like character shall be kept or maintained on said property, or any portion thereof. No noxious or offensive occupation shall be carried on on said property, or any portion thereof, nor shall anything be done which shall be or become an annoyance or nuisance to the neighborhood.

(c) No retail or wholesale shop or store, or any business, profession or industry of any kind or character, shall be conducted or maintained on said property or any portion thereof, except as provided in Paragraph (d) hereof.

(d) Notwithstanding the foregoing provisions of this Section 1 the following lots, as shown on said Map, may be used for the purposes indicated, as well as for residential purposes:

(1)Lots 316 to 328 inclusive, may be used for the purpose of conducting retail business; Lots 37 and 330 are owned by and maintained by the City of Oakland; Lots 331, 332 (Parks) and the triangle on Marlow Drive at Revere Avenue (west) are the property of the Association. The two park properties are to be used only by members of the Association with their families and guests. The triangle property is off limits for all, except during maintenance. These properties are maintained by the Association. Except as in this Paragraph (d) specifically otherwise provided, lots mentioned in this Paragraph (d) shall remain subject to all the provisions of this Section 1, but shall not be subject to any other conditions or restrictions in this Declaration of Restrictions set forth.

(2) No business shall be conducted on Lots 316 to 328, both inclusive, until such business has been approved in writing by the Association. However, if the Association fails to approve or disapprove the proposed type of business in writing within forty-five (45) days, then such approval will not be required, provided such business is not of an illegal nature nor in violation of Paragraph (b) of this Section 1.

2. Dwelling Costs, Quality and Size

No dwelling shall be permitted on any lot at a cost of less than two hundred dollars (\$200.00) per square foot based upon cost levels prevailing on the date these covenants are recorded or cost levels prevailing during the time of reconstruction, it being the intention and purpose of the covenant to assure that all dwellings shall be of equal workmanship and materials and substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 900 square feet for a one-story family dwelling, not less than 800 square feet for a dwelling of more than one story.

3. Setbacks

(a) No dwelling house shall be constructed or maintained on any residential lot having a setback of less than twenty (20) feet nor more than thirty (30) feet from the street upon which the lot fronts, nor within five (5) feet of any sidelines of the lot. No garage or appurtenant outbuilding shall be constructed or maintained on any residential lot having a setback of less than twenty (20) feet from the street on which the lot fronts or within five (5) feet of any side line of the lot. In the case of corner lots, the Association shall designate the manner and under the conditions set forth in Paragraph 14 herein which line or lines of the lot shall be sidelines, and on which street a dwelling house shall face, which street shall be the street from which setbacks shall be effective in the case of corner lots the setback from the side street shall be not less than ten (10) feet.

(b) In the case of structures, other than dwellings, located on the rear half of any lot, the sideline restrictions contained in Paragraph (a) of this Section 3 shall not apply.

(c) No building or structure shall be constructed or maintained upon any lot which shall prevent the free and unobstructed use of any easement across any portion of said lot for sewers or other public services or utilities, The easements affecting Lots 250 to 315, both inclusive, and 318 to 328, both inclusive, are delineated on said Map, With respect to the remaining lots as shown on said Map, and with respect to that portion of said property not shown on said Map, the right to grant any such easement at any time or from time to time is hereby expressly reserved by and to the Association.

(d) Notwithstanding any other provisions of this Section 3, in the case of any lots designated on said Map, or in the case of portions of said property not included in such Map, setbacks less than those set forth in Paragraph (a) of this Section 3 may be established by the Association where the topography of the ground or the location of easements for sewers or other public services or utilities so requires, provided that such setbacks shall not be less than ten (10) feet in any case. In the case of lots designated on the Map, as to which the setback is modified for any of the foregoing reasons, the Association shall in any case prior to the sale of, or the erection of any structure on, any such lots, recorded in the office of the County Recorder of Alameda, a Supplemental Declaration of Restrictions showing such modified setbacks, the right to establish which is hereby expressly reserved by and to the Association.

(e) Set back Modifications:

(1) The first supplemental Declaration of Restrictions was made December 16, 1940 and was recorded December 18, 1940 in the records of Alameda County.

(2) The second supplemental Declaration of Restrictions was made on March 7, 1941 and was recorded March 11, 1941 in the records of Alameda County.

4. Area of Residential Lots.

No residential lot or lots shall be resubdivided into building lots having less than 5,000 square feet of area, or a width of less than 50 feet, nor shall any dwelling house be constructed or maintained on any residential lot having an area of less than 5,000 square feet or a width of less than 50 feet. The restriction applies only to resubdividing and shall in no way affect residential lots as designated on the Map, or upon any map subsequently filed covering portions of the property affected by this Declaration of Restrictions not contained on the Map.

5. Nuisances

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be a common annoyance or nuisance to the neighborhood.

6. Temporary Structures

No structure of a temporary character, motor home, trailer, basement, tent, shack, garage, barn or other building may be used on any lot at any time as a residence either temporarily or permanently.

6-A Use of Street for Storage of Vehicle Prohibited.

No person who owns or has possession, custody or control of any vehicle shall park such vehicle upon any street or alley for more than a consecutive period of seventy-two (72) hours.

7. Signs

No sign of any kind shall be displayed to public view on any lot except one sign of not more than five (5) feet square advertising the property for sale or rent, or signs used by builder to advertise the property during construction and sale.

8. Livestock and Poultry

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on a lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

9. Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

10. Water Supply

No individual water supply system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the requirements, standards and recommendations of the Association, the state and local public health authorities. Approval of such system as installed shall be obtained from such authorities by the lot owner.

11. Sewage Disposal

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Association, the state and local public health authorities. Approval of such system as installed shall be obtained from such authorities by the lot owner.

12. The Association

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Board of Directors of the Association as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

13. Board of Directors

The Board of Directors of the Association is constituted as set forth in the Articles of Incorporation and the By-Laws of said corporation. A majority of the committee may designate a representative to act for it. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

14. Procedures of the Board of Directors

(a) Approval of plans by the Engineering Department of the City of Oakland may be obtained before or after submittal of plans to the Association. No dwelling house, garage, fence, wall, retaining wall, or other structure, or any alteration of any of the foregoing shall be constructed or maintained upon said property, or any part thereof, until complete plans and specifications therefore, and a plat showing accurately the location of such structure on the building site, showing the street lines and other boundaries thereof, shall have been first submitted in writing, signed by the owner or his authorized agent, to, and approved in writing, by the Association, as the case may be and copies of such plans, specifications and plats as finally approved shall have been deposited permanently with the Association. Such approval may be withheld (a) because of non-compliance with any of the specific conditions and restrictions contained in this Declaration of

Restrictions, or (b) because of the reasonable dissatisfaction of the Association with the location of the structure on the building site or with the appearance of the proposed structure, having in mind the character of the neighborhood in which it is proposed to be erected.

(b) No dwelling house, garage, fence, wall, retaining wall or other structure shall be constructed or maintained upon said property unless the same shall have been constructed and located substantially in accordance with plans, specifications and plats therefore approved by the Association as provided in Paragraph (d) of this Section 14.

(c) After the expiration of one year from the date of issuance of a building permit by duly constituted authority, the structure or alteration described in such permit shall be deemed to comply with the provisions of Paragraphs (a) and (b) of this Section 14, unless actual notice to the contrary shall have been previously given by the person whose approval is required under the provisions of this Section 14 or legal proceedings shall have been instituted to enforce such compliance.

(d) The approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within sixty (60) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

15. Provisions for Upkeep

(a) All of the lots designated on said Map not including the lots reserved for parks or playgrounds shall be subject to an annual charge or assessment per lot, which in no event shall be less than seventy five dollars (\$75.00) per lot per annum, nor more than one hundred fifty dollars (\$150.00) per lot per annum. An additional charge of fifty dollars (\$50.00) per annum will be placed on all properties located on Lots 316 to 328 inclusive. An increase in the yearly assessments must not exceed, the rate of inflation based on the yearly cost of living index, unless approved by the Board of Directors in December for the following year, and made only after due notice of the amount is given to all members affected and a vote taken by the membership. Any new assessment proposal shall be approved by at least three members of the Board of Directors.

(b) The Association has the authority to fix the amount of such annual charge or assessment, subject to the said limitation as to the amount thereof per lot, and to expend for the purposes hereinafter specified the money received on such charges or assessments. Said annual charge or assessment shall be determined by the December meeting of the Board of Directors of each year for the ensuing year in an amount necessary to meet the expenses of the Association for the purposes hereinafter specified during the ensuing year.

Such charges or assessments shall be paid annually in advance to the Association, at its office, by January 31 of each year, on which such date such any unpaid charge or assessment for the ensuing year shall become a lien upon the land and so continue until fully paid.

Purchasers of lots, by the acceptance of deeds therefore from owners of such property, or by the execution of agreements to purchase the same shall become personally obligated to pay such charges or assessments upon the lot or lots purchased or agreed to be purchased from them, falling due after such delivery of deed or execution of purchase agreement, as the case may be, and shall thereafter be vested in the Association before its assigns, the right and power to bring all actions for the collection of such charges and assessments and the enforcement of such liens, such right and power shall continue in the Association and such obligation shall run from the land, so that the successive purchasers of any lot or lots shall, in turn, become liable to pay all such charges or assessments which shall become a lien thereon after they have accepted a deed or executed a contract of purchase thereof, as the case may be.

Any court or any costs including attorney's fees incurred due to the collection of charges advanced by the Association for filing and removing liens on property are hereby required to be charged against the land and shall be paid by the persons in arrears as additions to the yearly assessments due.

(c) Said charges or assessments and the lien thereof shall be subject to the lien of any mortgage or mortgages on the lot subject thereto existing at the time of recordation of the lien, and shall also be subordinate to and subject to the interest created and title conveyed by any deed of trust or deeds of trust on said lot existing at the time of recordation of the lien; provided, however, after foreclosure sale or trustee's sale, under any such mortgage or deed of trust, the lot or lots covered hereby shall be sold subject to the charges or assessments imposed by this Section 15 and the lien thereof.

(d) Said charges or assessments shall be applied by the Association toward the payment of the cost of any or all of the following upkeep costs, which are hereby designated as the purposes for which said charges or assessments may be levied by the Association:

(1) Planting, improving and maintaining parkways, park strips and other planted areas within the lines of street now existing or hereafter to be created in or bordering upon the property designated on said Map, which shall be maintained for public use or for general use of the owners of lots, but only until such time as such costs are adequately provided for by municipal authority.

(2) Planting, improving and maintaining parks and playgrounds upon any of the areas designated for such purposes upon said map, or elsewhere on the real property covered by the declaration of restrictions, whether the same be maintained for public use or for the private use of the Association and its members, but only until such time as such costs are adequately provided for by municipal authority;

(3) Taxes and assessments which may be levied by any authority upon any property of the Association;

(4) The expense incident to the examination and the proof of the plans, specifications and plats as provided in Section 14 and to such supervision of construction as may be required to assure compliance therewith, including the services of architects, in the discretion of the Association.

(5) Expenses, including attorney fees, incident to the enforcement of the restrictions, conditions, charges and assessments contained in this declaration and to the collection of the charges and assessments provided in this Section 15.

(6) Office expense incident to the conduct of the business of the Association and all licenses and franchise taxes and any other taxes and/or governmental charges levied against the Association.

(e) No charges or assessments shall be levied or collected upon any of the lots designated on said Map which are, or may be, used for public or private parks or playgrounds.

16. Term

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifteen (15) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of fifteen (15) years unless an instrument signed by two-thirds (2/3) of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. Enforcement

(a) If the Association, or its successors or assigns, or any other person or persons owning any portion of the real property covered by this Agreement, shall violate or attempt to violate any of the covenants or restrictions herein contained before May 15, 1998, (or, in case of amendment hereof or automatic renewal hereof in accordance with the provisions of Section 16 thereof, prior to the expiration of such covenants and restrictions as fixed by such amendment or renewal), it shall be lawful for any other person or persons owning any other portion or portions of the real property covered by this agreement, or for the Association, if it be not the violator, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions, either to prevent him or them from so doing, or to recover damages for such violation.

(b) Nothing herein contained shall be construed as preventing the application of any remedies given by law against a nuisance, public or private, but the remedies herein contained shall be deemed to be in addition to any other remedies given by law.

18. Assignment of Power

Any or all of the rights and powers herein contained are assigned and granted to the Association; any or all of the rights and powers of the Association may be assigned to any other non-profit corporation which may hereafter be organized of which not less than a two-thirds (2/3) majority in numbers of the owners of parcels or land in the real property covered by this Agreement shall be members; provided that such assignment from the Association shall not be valid until the assignee shall have first agreed in writing to accept such assignment and to assume such rights and powers and the duties

incident thereto. In case of any assignment made under the provisions of this Section, the assignee shall have the same rights and powers, and be subject to the same obligation.; and duties, as though it had been an original party to this Agreement.

19. General

(a) Any person dealing with any of the property covered by this Agreement may fully rely upon the due execution and the truth of the facts stated herein as to any action taken or not taken by the Association, or a Resolution of the Board of Directors of the Association executed and acknowledged by the Secretary of the Association and the seal of the Association attached.

(b) Any notices, requests or other writings intended for the Association may be delivered personally to the Secretary of the Association. Oakland, California, or may be sent by registered mail to the Association. The Association expressly reserves the right to change the place at which such communications may be delivered, or to which they may be sent to any other address or addresses in the said City of Oakland or other city by direction of the Board of Directors.

(c) This Agreement shall be binding upon and inure to the benefit of the Association, its successors and assigns.

20. Severability

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

IN WITNESS WHEREOF, the Association and the undersigned declarants have duly executed this declaration of restrictions the day and year indicated herein.

SHEFFIELD VILLAGE HOMEOWNERS ASSOCIATION

Dated: November 28, 2004

By: _____ **President**
Steven C. Murphy

By: _____ **Secretary/Treasurer**
Christopher L. Barker

STATE OF CALIFORNIA |
 | **SS**
County of Alameda |

On November 28, 2004 before me the undersigned, a notary public in and for said state, personally appeared **Steven C. Murphy** and **Christopher L. Barker**, known to me to be the President and Secretary/Treasurer, respectively of the Sheffield Village Homeowners' Association, ET AL, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation, therein named and acknowledged to me that such corporation executed the same.
WITNESS MY HAND AND OFFICIAL SEAL

Notary Public in and for said State