
DECLARATION

[DATED JUNE 15, 1925]

of

CONDITIONS, COVENANTS,

RESTRICTIONS AND

CHARGES AFFECTING THE

REAL PROPERTY

KNOWN AS

“FERN SIDE”

Do not record this document.

Keep it with your deed.

DECLARATION

Dated June 15, 1925

of

CONDITIONS, COVENANTS, RESTRICTIONS AND CHARGES AFFECTING THE REAL PROPERTY KNOWN AS "FERNSIDE"

THIS DECLARATION made this 15th day of June, 1925, by THE OAKLAND BANK, a corporation organized and existing under and by virtue of the laws of the State of California,

W I T N E S S E T H

WHEREAS, THE OAKLAND BANK is the owner of a certain tract of land and of all the lots, pieces and parcels of real property therein, situate in the City of Alameda, County of Alameda, State of California, shown on that certain Map (consisting of three sheets) entitled "Fernside," filed in the office of the County Recorder of the County of Alameda, State of California, on the 9th day of June, 1925, in Map Book 4 at pages 76 and 77; and

WHEREAS, The Oakland Bank is about to sell said property, to wit, said lots of land as shown on said Map, subject to conditions, covenants, restrictions and charges between it and the purchasers of said property as hereinafter set forth, for the benefit of said lots and each portion thereof, and the present and subsequent owners thereof; and

WHEREAS, it is the purpose and intent of the said The Oakland Bank that each and every lot sold should be deemed to be and construed as a part of the whole tract of land as shown on said Map, and that said conditions, covenants, restrictions and charges to be placed on any one lot or lots or portions thereof shown on said Map shall be for the benefit of said lot and of all other lots and portions of lots shown on said Map, and that all parcels and portions of said tract of land and lots shall be subject to conditions, covenants, restrictions and charges for the common benefit of all the tract of land and the owners and grantees thereof, present and subsequent, as hereinafter specified; and

WHEREAS, said conditions, covenants, restrictions and charges are part of a common or general plan or scheme of restrictions and covenants with regard to said tract of land and all the lots therein contained, and are designed for the mutual benefit of each parcel and lot therein, and in favor of each parcel as against the other parcels in said tract, and also that the other of said parcels shall be subject to the conditions, covenants, restrictions and charges hereinafter set forth for the benefit of any lot or lots of said tract of land sold; and

WHEREAS, there is about to be organized and incorporated under the laws of the State of California a non-profit, co-operative corporation, without capital stock, to be known as "Fernside Home Owners Association" in which it is proposed that there shall reside certain powers to interpret and enforce certain of the conditions covenants and charges set forth in this declaration; and

WHEREAS, it is proposed that said restrictions and covenants shall be included in any and all conveyances and contracts relating to the sale or transfer of said property, or any part thereof, and that such deed or conveyance of said tract, or any part or portion thereof, either directly or by reference, shall declare that the conditions, covenants, restrictions and charges contained therein should as to each owner of any other lot in said tract of land, his heirs, executors, administrators, successors or assigns, operate as covenants running with the lands for the benefit of the remaining lots in said tract, or their owners;

NOW, THEREFORE, The Oakland Bank declares that the property shown on said Map entitled "Fernside" is held and shall be conveyed subject to the conditions, covenants, restrictions and charges set forth in the various clauses and subdivisions of this Declaration, to wit;

CLAUSE ONE

Description of Property

The property which is held and shall be conveyed, subject to the conditions, covenants, restrictions and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration comprehends all those lots and blocks of land intended for sale or reserved for private purposes, particularly set forth and described, respectively, by number and letter, and whose respective dimensions and boundaries and the courses of

boundary lines are shown and delineated, on and by that certain Map, (consisting of three sheets) entitled "Fernside," filed in the office of the County Recorder of the County of Alameda, State of California, on the 9th day of June, 1925, in Map Book 4, at pages 76 and 77.

CLAUSE TWO

Definition of Terms

(a) **Said Property.** The term "said property" wherever used in this Declaration means and refers to the property delineated on said Map and particularly described in the foregoing Clause One hereof, and shall be construed as referring to said property only.

(b) **Block.** The word "block" wherever used in this Declaration means and refers to one of the major parcels, sections or divisions of land bounded by a different street on each of not less than three sides, as laid down and delineated upon said Map.

(c) **Lot.** The word "lot" wherever used in this Declaration means and refers to the numbered subdivision of land delineated and specified on said Map and as contained within the respective blocks wherein said tract is segregated.

The numbers following the words "lot" or "lots" refer to the particular lot or lots as so consecutively designated and numbered on said Map. When the term "building site" is used in this Declaration it shall mean and refer to a lot unless otherwise indicated, or as described in Clause Nine of this Declaration.

(d) **Dwelling House and Out House.** The words "dwelling house" and "out house" wherever used in this Declaration shall be deemed and construed, respectively, to include both the main portion of such structure, and all projections therefrom, such as bay, bow, or oriel windows, exterior chimneys, covered porches or porticoes and the like, including in the case of dwelling houses, garages, incorporated in and forming a part thereof, but shall not include eaves of such structures nor any open pergola nor any uncovered porch, stoop or steps, the ballustrades or sides of which do not extend laterally more than three feet above the level of the first floor of said building.

(e). **Setback.** The word "setback" wherever used in this Declaration means and refers to the distance between the dwelling house or other structure referred to and a given line, street, lot or plot.

The setback herein provided for any dwelling house or other structure from any line shall be deemed and construed to be the minimum distance between such dwelling house or other structure and the said line. The setback herein provided for any dwelling house or other structure from any street, plot or lot shall be deemed and construed to be the minimum distance between said dwelling house or other structure and the line of said street plot or lot nearest thereto.

Whenever the setback or setback line for any lot or building site herein provided for is in conflict with or less than the setback or setback line established by law, said setback or line so established shall be the setback or setback line for such lot or building site; but it is hereby declared to be the express purpose of The Oakland Bank to seek to establish the setback lines hereinafter specified in accordance with Ordinance No. 207, New Series, adopted by the Council of the City of Alameda on the 7th day of March, 1922, and that the setback of any and each specific lot in said property contained shall be in accordance with such setback or other line as may be established by the legislative authority and act of said City of Alameda.

(f) **Street frontage.** The term "street frontage" wherever used in this Declaration means and refers to that portion of a lot or building site which borders upon a street fifty feet or more in width. Bordering upon a path does not constitute a street frontage, within the meaning of said term as used herein.

(g) **Street.** The word "street" wherever used in this Declaration means and refers to any street, highway, pathway or other thoroughfare shown on said Map or contiguous to said property, or any part thereof, whether designated thereon, as a street, avenue, boulevard, drive, road, terrace, way, lane, path or otherwise.

(h) **Path and Lane.** The words "path" and "lane," respectively, wherever used in this Declaration mean and refer to any of the pathways designated either as path or lane upon the aforesaid Map.

CLAUSE THREE

Prohibition of Nuisances

There shall not at any time be erected, permitted or maintained upon said property any saloon or place for the sale and/or manufacture of malt, vinous, spirituous or intoxicating liquors; any foundry, blacksmith shop, repair shop or manufactory of any kind; any undertaking establishment, crematory, hospital, public baths, sanitarium, asylum, or institution of like or kindred nature; any cattle yard, corral, slaughter house, hog pen; any public or livery stable; nor shall any carpet beating plant, dyeing or cleaning works, tannery or public laundry, nor shall any noxious thing, trade or business, or use whatsoever of said property, or of any part thereof, be permitted to be carried on or maintained thereon.

CLAUSE FOUR

Prohibition for Use against other than private residence purposes

No store, butcher shop, grocery or mercantile business of any kind shall be maintained, carried on or conducted upon said property, nor shall any of said property (except streets, parks or playgrounds now or hereafter opened, laid out or established, open spaces and areas, intended for the general use of the owners of the property shown on said Map and the land dedicated, taken or sold for public purposes or uses) be used for any purpose other than residence purposes, except that Lots Nos. 245 to 253, inclusive, as shown on said Map may be devoted to the purposes and uses specified and permitted for the Class 5 business district provided and established by Ordinance 227, New Series adopted by the Council of the City of Alameda on the 2nd day of January, 1923, but any such use of said lots shall be subject to the permission, approval, control and supervision of the proper legislative or other authority of said City of Alameda, and except that Lots Nos. 486 to 490, inclusive, as shown on said Map may be devoted to the purposes and uses specified and permitted for the Class 3 business district provided and established by said Ordinance, subject to like permission, approval, control and supervision.

No flat, double house, apartment house, multiple-family dwelling house, bungalow court, duplex bungalow or tenement house shall be erected or maintained on said property, nor shall any hotel or public boarding or lodging house at any time be erected, maintained, carried on or conducted thereon,

except that Lots Nos. 265 to 269, inclusive, Nos. 287 to 291, inclusive, Nos. 381 to 387, inclusive, Nos. 406 to 410, inclusive and Nos. 450 to 454, inclusive, all as shown upon said Map, may be devoted to the purposes and uses specified and permitted for Class 2 residence district provided and established by said Ordinance, but subject to like permission, approval, control and supervision.

CLAUSE FIVE

Character of Building

No building shall be erected or maintained upon any lot or building site of said property exclusive of the lots specified in Clause Four, hereof, except a private dwelling house and the out-houses hereinafter permitted. Each such dwelling house shall be designated and intended for occupation by no more than one family. No dwelling house so erected or maintained shall be less than one and one-half stories in height. Fences must be of attractive design. Out houses appurtenant to such dwelling houses may be erected and maintained, but no outhouses shall be of more than one and one-half stories in height. For the purposes of this Declaration a private garage (not more than one and one-half stories in height) for the use of the owner or occupant of the building site upon which the garage is erected shall be deemed an outhouse.

A private garage may be incorporated in and made a part of said private dwelling house.

No outhouse of any kind may be erected or maintained prior to the erection of said dwelling house.

Nothing in this Clause or in Clauses Three and Four hereof shall be construed to prevent the maintenance by The Oakland Bank of structures for the conduct of its business in connection with this said property.

CLAUSE SIX

Conditions as to Fences

No fence or boundary wall situated anywhere upon any lot shall have a height greater than six feet above the finished graded surface of the ground upon which such fence or wall is situated, nor shall any fence, wall or hedge situated within the setback area of any dwelling as to any street have a height greater than four feet above the finished graded surface of the ground upon which such fence, wall or hedge is situated.

CLAUSE SEVEN

Approval of Plans

No building, fence, wall or other structure shall be erected or maintained, nor shall the erection or construction thereof be commenced, nor shall any alteration of any structure for which it is necessary to secure a permit from the Building Inspector of the City of Alameda, or from any official or board of said City, or other public authority, be made in the exterior of such structure, upon any building site or building, unless complete plans and specifications therefor showing the nature, kind, shape, height, material and color scheme thereof and plan indicating the location of such structure or of such altered structure on the building site or lot and, when specifically requested, the grading plan of the building site to be built upon, shall have been first submitted to, and approved in writing by The Oakland Bank, or, with its authority by said Fernside Home Owners Association, and a copy of such plans, specifications, building site plan (and grading plan if requested) as finally approved, deposited permanently with The Oakland Bank or, with its authority, with said Fernside Home Owners Association.

No plan for any building or structure to be erected on any building site or lot, as such lot is designated and numbered on said Map shall be approved, unless in the judgment of The Oakland Bank or, with its authority, of said Fernside Home Owners Association, the portions of such building which are to face the street whereon said building site fronts and the sides whereof face adjoining ways or building sites are respectively attractive and harmonious architecturally.

After the expiration of one year from the date of issuance of building or other appropriate permit by the Building Inspector or other properly constituted public authority for any alteration or structure, the structure or alteration described in such permit shall, in favor of purchasers and encumbrancers from the owner causing such structure or alterations to be erected or made, be deemed to comply with all the provisions of this Declaration, unless actual notice to the contrary shall have been given to such purchaser or encumbrancer or legal proceedings shall have been instituted to enforce such compliance.

No more than one sign and no sign larger than eighteen (18) inches by two (2) feet shall be erected or maintained on any lot without the consent in writing of The Oakland Bank or, with its authority, of said Fernside Home Owners Association, and no sign shall be erected or maintained in the setback area of any lot.

CLAUSE EIGHT

Setback of Buildings

No dwelling house with setback less than that prescribed by this Declaration for the specified lot whereon the same is to be constructed shall be permitted to be erected or maintained on any of said property. The setback of dwelling houses constructed on the following lots as to the respective front streets of such lots shall be not less than the number of feet first set down after the number of said lots, to-wit:

Nos.	Street	Feet.	In.
A	1, 2 and 3 as to Central Avenue.....	15	
	3, as to Grove Street.....	7	6
	4, 5 and 6 as to Grove Street.....	15	
	7, 8 and 9, as to Santa Clara Avenue.....	15	
	9 as to Grove Street.....	7	6
B	10, as to Santa Clara Avenue.....	7	6
	10, 11, 12, 13 and 14, as to Grove St.....	15	
	15, as to Grove Street.....	7	6
	15, 16, 17, 18 and 19, as to Central Ave.....	15	
	19, 20, 21, 22, 23, 24, 25, as to Gibbons Dr.....	15	
	25, as to Santa Clara Avenue.....	7	6
C	26, as to Santa Clara Avenue.....	7	6
	26, 27, 28 and 29, as to Gibbons Drive.....	15	
	28, 29, 30 and 31, as to Versailles Ave.....	12	
	31, as to Santa Clara Avenue.....	7	6
D	32, as to Santa Clara Avenue.....	7	6
	32, 33, 34, 35, 36, 37, 38, 39 and 40, as to Versailles Avenue.....	15	
	41, as to Versailles Avenue.....	7	
	41, 42, 43, 44 and 45 as to Lincoln Ave.....	15	
	46, as to Lincoln Avenue.....	7	6
	46, 47, 48, 49, 50, 51, 52, 53, 54 55 and 56, as to Gibbons Drive.....	15	
	56, as to Santa Clara Avenue.....	7	6
E	57, as to Santa Clara Avenue.....	7	6
	57, 58, 59 and 60, as to Gibbons Drive.....	15	
	60, as to Johnson Avenue.....	7	
	61, 62, 63, 64, 65, 66, as to Santa Clara.....	15	
	67, 68, 69, 70, 71, 72 and 73, as to Johnson Avenue.....	15	
F	74, 75, 76, 77, 78, 79, as to Johnson Ave.....	15	
	80, as to Johnson Avenue.....	6	
	80, 81, 82, 83, 84, as to Gibbons Drive.....	15	
	84, 85, 86, 87, 88, 89, as to Lincoln Ave.....	15	
G	90, as to Moreland Drive.....	7	6
	90, 91, 92 and 93, as to Lincoln Ave.....	15	
	93, as to Versailles Avenue.....	7	6
	94, 95, 96, 97, 98, 99, 100 and 101, as to Moreland Drive.....	15	
	101 and 102, as to Buena Vista Ave.....	7	6
	102, 103, 104, 105, 106, 107 108 and 109, as to Versailles Ave.....	15	
H	110, as to Moreland Drive.....	6	
	110, 111 and 112 as to Lincoln Ave.....	15	
	112 and 113, as to Gibbons Drive.....	15	
	114, 115, 116, 117, 118, 119 120 and 121 as to Northwood Drive.....	15	
	121 and 122, as to Buena Vista Ave.....	7	6
	122, 123, 124, 125, 126, 127, 128 and 129, as to Moreland Drive.....	15	

I	130, as to Gibbons Drive.....	8	
	130, 131 and 132, as to Lincoln Ave.....	8	
	133, 134, and 135, as to Southwood Dr.....	8	
	136 and 137, as to Southwood Dr.....	15	
	138, 139, 140, 141, 142, 143, 144, 145, 146 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, as to Thompson Ave.....	15	
	157, as to High Street.....	15	
J	158, as to Thompson Avenue.....	6	
	158, 159, 160, 161, 162 as to High St.....	15	
	162 and 163, as to Fairview Ave.....	6	
	163, 164, 165, 166, 167 as to Cornell Dr.....	15	
K	168, as to Cornell Drive.....	6	
	168, 169, 170, 171, 172, 173, 174, 175, 176, 177, as to Thompson Avenue.....	15	
	177, 178, 179, 180, as to Southwood Dr.....	15	
	181, 182, 183, 184, 185, 186, 187, 188 and 189, as to Fairview Avenue.....	15	
	189, as to Cornell Drive.....	6	
L	190, as to Fairview Avenue.....	5	
	191, 192, 193, 194, 195, as to Cornell Ave.....	15	
	195, as to Bayo Vista Avenue.....	7	6
	196, 197, 198, 199, 200, as to Bayo Vista.....	15	
	200, 201, 202, as to Fairview Avenue.....	15	
M	203, as to Fairview Avenue.....	5	
	203, 204, 205, 206, 207, 208, 209, 210 and 211, as to High Street.....	15	
	212, as to High Street.....	6	
	212, 213, 214, 215, 216, 217 and 218, as to Bayo Vista Ave.....	15	
	218, as to Cornell Drive.....	6	
	219, 220, 221, 222, 223 and 224, as to Cornell Drive.....	15	
	224, as to Fairview Avenue.....	5	
N	225, as to High Street.....	6	
	225, 226, 227, 228, 229, 230, 231, 232, 233, and 234, as to Bayo Vista Ave.....	15	
	234 and 235, as to Cornell Drive.....	6	
	235, 236, 237, 238, 239, 240, 241, 242, 243 and 244, as to Gibbons Drive.....	15	
O	254 and 255, as to Cornell Drive.....	7	6
	255, 256, 257, 258, as to Gibbons Drive.....	15	
P	259, as to Cornell Drive.....	15	
	259 and 260, as to Gibbons Drive.....	15	
	261, 262, 263, 264, as to Cornell Drive.....	15	
	265, as to Cornell Drive.....	5	
	265, 266, 267, 268, 269, as to Fernside Blvd.....	15	
	269, as to Yale Drive.....	5	
	270, 271, 272, 273, 274, as to Yale Drive.....	15	
	275 and 276, as to Gibbons Drive.....	15	
	276, as to Yale Drive.....	7	6
Q	277, as to Northwood Drive.....	15	
	277, as to Gibbons Drive.....	15	
	277, 278, 279, 280, 281, 282, 283, 284, 285, 286, as to Yale Drive.....	15	
	287, as to Yale Drive.....	5	
	287, 288, 289, 290 and 291, as to Fernside Boulevard.....	15	
	291, as to Harvard Drive.....	5	
	292, 293, 294, 295, 296, 297, 298, 299, 300 and 301, as to Harvard Drive.....	15	
R	302, as to Gibbons Drive.....	7	6
	302, 303, 304, 305, as to Southwood Dr.....	15	
	305, as to Bayo Vista Avenue.....	8	
	306, 307, 308, 309, 310, 311 and 312, as to Bayo Vista Ave.....	15	
	312 and 313, as to Cornell Drive.....	5	
	313, 314, 315, 316, 317, 318 and 319, as to Gibbons Drive.....	15	
S	320, 321, 322, 323, 324, 325, 326, 327 328 and 329, as to Southwood Drive.....	15	
	330 and 331, as to Southwood Drive.....	10	
	331 and 332, as to Gibbons Drive.....	10	
	333, 334, 335, 336, 337, 338, 339, 340, 341, 342 and 343, as to Gibbons Drive.....	15	
	343, as to Southwood Drive.....	15	

T	344, as to Northwood Drive.....	10	
	344, 345, 346, 347, 348, 349, 350, 351, 352, 353 and 354, as to Gibbons Drive.....	15	
	355 and 356, as to Gibbons Drive.....	10	
	356 and 357, as to Northwood Drive.....	10	
	358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368 and 369, as to Northwood Dr.....	15	
U	370, as to Fremont Drive.....	7	6
	370, 371, 372, 373, as to Northwood Dr.....	15	
	373, as to Harvard Drive.....	10	
	374, 375, 376, 377, 378, 379 and 380, as to Harvard Drive.....	15	
	381, as to Harvard Drive.....	5	
	381, 382, 383, 384, 385, 386 and 387, as to Fernside Boulevard.....	15	
	387, as to Fremont Drive.....	6	
	388, 389, 390, 391, 392, 393, and 394, as to Fremont Drive.....	15	
V	395, as to Northwood Drive.....	15	
	395, 396, 397, 398, 399, 400, 401, 402, 403, 404 and 405, as to Fremont Drive.....	15	
	406, as to Fremont Drive.....	5	
	406, 407, 408, 409 and 410, as to Fernside Blvd.....	15	
	410, as to Cambridge Drive.....	5	
	411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, as to Cambridge Dr.....	15	
	423, as to Cambridge Drive.....	10	
	423, as to Northwood Drive.....	10	
W	424, as to Buena Vista Avenue.....	7	6
	424, 425, 426, 427, 428, 429, 430 and 431, as to Cambridge Drive.....	15	
	431 and 432, as to Yosemite Ave.....	7	6
	432, 433, 434, 435, 436, 437, 438 and 439, as to Moreland Drive.....	15	
	439, as to Buena Vista Avenue.....	7	6
X	440, as to Moreland Drive.....	5	
	440, 441, 442, 443 and 444, as to Yosemite Avenue.....	15	
	444, as to Cambridge Drive.....	5	
	445, 446, 447, 448 and 449, as to Cambridge Drive.....	15	
	450, as to Cambridge Drive.....	5	
	450, 451, 452, 453 and 454, as to Fernside Boulevard.....	15	
	454, as to Moreland Drive.....	5	
	455, 456, 457, 458 and 459, as to Moreland Drive.....	15	
Y	460, as to Buena Vista Avenue.....	7	6
	460, 461, 462, 463, 464, 465, 466 and 467, as to Moreland Drive.....	15	
	467 and 468, as to Yosemite Avenue.....	7	6
	468, 469, 470, 471, 472, 473, 474 and 475, as to Versailles Ave.....	15	
	475, as to Buena Vista Avenue.....	7	6
Z	476, as to Versailles Avenue.....	5	
	476, 477, 478, 479 and 480, as to Yosemite Avenue.....	15	
	480, as to Moreland Drive.....	5	
	481, 482, 483, 484 and 485, as to Moreland Drive.....	15	
	491, 492, 493, 494 and 495, as to Versailles Avenue.....	15	

No garage except as incorporated in and forming part of a dwelling house, nor any outhouse shall be erected within the front half of any lot or building site, but where the topography or location of any lot or building site may make access to a garage located in the rear half thereof difficult or dangerous. The Oakland Bank, or

by its authority, the Fernside Home Owners Association, shall determine the location of the garage to be constructed thereon, and such determination in respect thereto shall be final.

No outhouse of any kind with a setback of less than five feet additional to the foregoing applicable dwelling house setback shall be erected or maintained on any lot having only one street frontage.

No outhouse of any kind shall be erected or maintained with a setback as to any other than a front street less than the dwelling house setback established for adjoining lots on said street.

No outhouse of any kind shall be erected or maintained with a setback of less than four feet as to any lane or path.

For the purpose of this Declaration a lot bordering on a path is not to be construed as a corner lot.

No structure shall be erected or maintained on any lot or building site with a setback of less than five feet from the rear lines of such lot or building site.

No uncovered porch, stoop or pergola projecting more than six feet into any setback area and in no event over more than one-half of such area shall be erected or maintained.

The principal frontage of a corner lot and the respective setback lines of any lot may be determined and fixed by The Oakland Bank in the contract and deed for such lot or, with its authority by the Fernside Home Owners Association.

CLAUSE NINE

Building Sites and Free Spaces

A building site shall be either a lot, or a portion thereof composed as follows:

(a) Of a portion of any lot (other than a corner lot) provided that such portion shall have a frontage of not less than 40 feet; or

(b) Of portions of any two or more contiguous lots (not including a corner lot), but such portions shall have a frontage not less than the greatest frontage of any one of such lots, except that The Oakland Bank or, with its authority, the Fernside Home Owners Association, may permit a lesser frontage on any such building site so formed, but in no event may the frontage of any such building site be less than 40 feet; or

(c) Of any lot, or contiguous lots, and a portion or portions of any lot or lots (other than a corner lot) contiguous to said lot or lots; or

(d) With the consent and approval of The Oakland Bank or with its authority, of the Fernside Home Owners Association, a building site may be nevertheless composed of a portion of a corner lot, provided that such building site shall have an area of not less than 5000 square feet.

Corner lots shall otherwise be kept intact.

No more than one single-family dwelling house shall be built or maintained on any one building site, except as to lots Nos. 245 to 253, inclusive; Nos. 265 to 269, inclusive; Nos. 287 to 291, inclusive; Nos. 381 to 387, inclusive; Nos. 406 to 410, inclusive; Nos. 450 to 454, inclusive; Nos. 486 to 490, inclusive, and then only in the event that such lots shall be classified according to lot by the governing authority of the City of Alameda for use other than for single-family residence purposes, and in that event only with the written consent and approval of The Oakland Bank or, with its authority, of the Fernside Home Owners Association.

Free spaces shall be left upon each lot or building site built upon extending on both sides of every dwelling house or other structure thereon, the full length of such dwelling house or other structure, which free space shall be independent of any free space pertaining to or required for any other dwelling house. No portion of any dwelling house, except eaves, stoops or steps of the character described in Paragraph (d) of Clause Two hereof shall encroach on these free spaces.

No outhouse shall be erected or maintained in these free spaces, of which any portion shall rise above the surface of the ground within said free space.

The minimum width of the free space on each side of any dwelling house or other structure shall be not less than 1/10 of the width of the building site on which such dwelling house or other structure is erected.

CLAUSE TEN

Cost of Improvement

No dwelling house shall be erected or maintained on any building site in this property which, including a reasonable fee for architect as well as a reasonable fee for builder, shall cost or be of a value less

than the sums hereinafter specified, or such larger sum as may be specified by The Oakland Bank in the contract and/or conveyance covering such property or lot to be conveyed, to-wit:

On Building Sites in

Blk. A, Lots 1, 2 and 4 to 8 incl.	\$6,000
Lots 3 and 9	7,000
Blk. B, Lots 11 to 14 and 16 to 18 incl.	6,000
Lots 10 and 15 and 20 to 24 incl.	7,000
Lots 19 and 25	7,500
Blk. C, Lots 27, 28, 30	6,000
Lot 31	7,000
Lots 26 and 29	7,500
Blk. D, Lots 33 to 40 incl., 42 to 45 incl.	5,000
Lots 41 and 47 to 55, incl.	6,000
Lot 32	7,000
Lots 46 and 56	7,500
Blk. E, Lots 67 to 73 incl.	5,000
Lots 58 and 59, 61 to 66 incl.	6,000
Lots 57 and 60	7,500
Blk. F, Lots 74 to 79 incl.	5,000
Lots 81 to 83 incl. and 85 to 89 incl.	6,000
Lots 80 and 84	7,500
Blk. G, Lots 91 to 109 incl.	6,000
Lot 90	7,000
Blk. H, Lots 110, 111 and 113 to 120, incl. 122	7,000
Lots 123 to 129 incl.	6,000
Lots 112 and 121	7,500
Blk. I, Lots 139 to 156 incl.	5,000
Lots 136 to 138 incl. and 157	5,500
Lots 131 to 134 incl.	6,000
Lots 130 and 135	7,500
Blk. J, Lots 159 to 161 incl., 164 to 166 incl.	5,000
Lots 158, 162, 163 and 167	5,500
Blk. K, Lots 169 to 175 incl.	5,000
Lots 168, 176, 178, 179, 181 to 189 incl.	6,000
Lots 177 and 180	7,500
Blk. L, Lots, 190-192 incl., 196-199 incl., 202	5,000
Lots 193 to 195 incl. and 201	6,000
Lot 200	7,500
Blk. M, Lots 204 to 211 incl., 213 to 217 incl. and 219 to 223 incl.	5,000
Lots 203, 218 and 224	5,500
Lot 212	6,000
Blk. N, Lots 226 to 233 incl., 236 to 244 incl.	5,000
Lots 234 and 235	5,500
Lot 225	6,000
Blk. O, Lots 254, 256 and 257	5,000
Lots 255 and 258	6,000
Blk. P, Lots 261 to 274 incl.	4,500
Lots 260 and 275	5,500
Lots 259 and 276	6,000
Blk. Q, Lots 281 to 297 incl.	4,500
Lots 278 to 280 incl., 298 to 300 incl.	5,500
Lots 277 and 301	7,500
Blk. R, Lots 306 to 319 incl.	5,000
Lots 302 to 305 incl.	7,500
Blk. S, Lots 321-329 incl., 333 to 342 incl.	6,000
Lots 330 and 332	7,000
Lots 320, 331 and 343	7,500
Blk. T, Lots 345 to 353 incl., 359 to 368 incl.	6,000
Lots 355, 357 and 369	7,000
Lots 344 and 356	7,500
Blk. U, Lots 376 to 392 incl.	4,500
Lots 374, 375, 393 and 394	5,500
Lots 370 to 373 incl.	7,500
Blk. V, Lots 400 to 405 incl., 407 to 409 incl. and 411 to 416 incl.	4,000
Lots 406 and 410	4,500
Lots 398, 399, 417 and 418	5,000
Lots 396, 397 and 419 to 422 incl.	6,000
Lots 395 and 423	7,500
Blk. W, Lots 425 to 439 incl.	6,000
Lot 424	7,500
Blk. X, Lot 445 to 449 incl., 451 to 453 incl. and 455 to 459 incl.	4,000
Lots 450 and 454	4,500
Lots 440 to 444 incl.	5,000
Blk. Y, Lots 460 to 475 incl.	6,000
Blk. Z, Lots 481 to 485 incl., 491 to 495 incl.	4,000
Lots 476 to 480 incl.	5,000

CLAUSE ELEVEN

Trees and Shrubs

No tree growing on said property, the diameter of which is twelve inches or more at a height of four feet from the ground shall be cut down, mutilated or disfigured, without the written consent of The Oakland Bank or, with its authority, the Fernside Home Owners Association.

CLAUSE TWELVE

Streets and Rights of Way

No title to land in any street is intended to be conveyed to purchasers of any of said property unless expressly stated in deeds therefor.

Said property is subject to the following easements and rights of way, and the same shall be reserved on said property for the erection, construction and maintenance of

(a) Poles, wires and conduits for the transmission of electricity for lighting, telephone and other purposes, and for the necessary attachments in connection therewith.

(b) Public and private sewers, storm water drains, land drains and pipes, water, heating and gas mains or pipes; and

(c) Any other method of conducting and performing any public or quasi-public utility or function beneath the surface of the ground.

Such easements and rights of way are located on said Map entitled "Fernside" and, except where otherwise indicated thereon or specified in conveyances, shall be confined to the rear five feet of all lots shown thereon. No dwelling house and no outhouse shall be built upon the locations affected by said easements and rights of way, and said locations shall at all times be open to such public service corporations as may have made use of said easements, and to The Oakland Bank, its successors and assigns, who shall have the right of ingress and egress thereto and therefrom and the right, privilege and easement of doing whatever may be necessary in, under and upon said locations for the carrying out of any purpose for which said easements and rights of way are hereby reserved, and the said The Oakland Bank, its successors and assigns shall have the right at any time to extinguish such easements and the rights of way as to all or any portion of said property.

CLAUSE THIRTEEN

Provisions for Upkeep

All of said land shown on said Map entitled "Fernside" whether owned by The Oakland Bank or otherwise (except streets, parks, now or hereafter opened, laid out, or established upon spaces maintained for the general use of owners of property shown on said Map, and land taken or sold for public improvements or uses), shall be subject to an annual charge, or assessment of not to exceed one mill (\$.001) per square foot of area. The Oakland Bank will delegate to said Fernside Home Owners Association the sole authority to fix the rate per square foot of such charge or assessment (which shall in no event exceed one mill (\$.001) per square foot of area), and to expend for the purposes hereinafter specified the money paid in on such charges or assessments. The right to collect, and enforce the collection of, such charges or assessments is hereby retained by The Oakland Bank until said right is transferred by it to the Fernside Home Owners Association.

Such charge or assessment shall be paid annually in advance to The Oakland Bank at Oakland, California, on the first day of January in each and every year, on which date such charge or assessment shall become a lien upon the land and so continue until fully paid. And the purchasers of property shown on said Map, by the acceptance of deeds therefor, whether from The Oakland Bank, or subsequent owners of such property, or by the signing of contracts or agreements to purchase the same, shall become personally obligated to pay such charges or assessments and shall vest in The Oakland Bank, or its assigns, the right and power to bring all actions for the collection of such charges and assessments and the enforcement of such liens. Said charge or assessment shall, with the consent in writing of The Oakland Bank its successors or assigns be subordinate to the lien of any mortgage or mortgages on the property subject thereto. The Oakland Bank shall promptly pay the proceeds of said charges or assessments to the said Fernside Home Owners Association as they are collected. Said charge or assessment shall be applied by the Fernside Home Owners Association toward the payment of the cost of the following "Upkeep" or "Maintenance Costs," to-wit:

(a) Lighting, improving and maintaining gateways and other ornamental features now existing or hereafter to be erected on said property.

(b) Improving and maintaining such streets, parks and other open spaces, including all grass plots and other planted areas within the lines of said streets now existing or hereafter to be created, in or bordering upon said tract, as shall be maintained for the general use of the owners of said property and their successors in interest.

(c) Purchasing water for irrigation of the parks and grass plots, and of the other planted area now existing or hereafter to be created within the lines of the streets shown on such Map or within the lines of any street bordering upon said tract;

(d) Caring for vacant, unimproved or unkept lots and plots shown on said Map, removing grass, weeds and small trees therefrom and any other things necessary or desirable in the judgment of the Fernside Home Owners Association to keep the property neat and in good order—the right to remove such grass, weeds, and small trees from any lot being hereby reserved to The Oakland Bank or, with its authority, to Fernside Home Owners Association.

(e) Taxes and assessments, if any, which may be levied by any authority upon the streets and parks now or hereafter opened, laid out, or established and other open spaces in the property shown on said Map, including tennis courts, community clubhouse, pumping plant and irrigation system, sewers and storm drains contained within the property shown on said Map, or the streets adjacent thereto, whether taxed or assessed as a part thereof or separately.

(f) Expenses, if any, incident to the enforcement of the conditions, restrictions, covenants and charges contained in this Declaration, and to the collection of the charge or assessment provided for in this clause, including the expenses incident to the examination and approval of plans and specifications, as provided in Clause Six hereof, and to such supervision of construction as may be necessary to insure its compliance with said plans and specifications.

(g) Office expenses incident to the conduct of the business of said Association:

(h) Sweeping and cleaning of streets, collecting and disposing of street sweepings, rubbish, garbage and the like, and maintaining the sewer system.

The Oakland Bank agrees to pay to Fernside Home Owners Association the charges or assessments levied upon such of its property shown upon said Map and not conveyed or contracted to be sold, as is subject to charges or assessments, on the same basis as they are paid by the other lot owners in said tract.

Said annual charge or assessment shall be determined and fixed during December of each year for the ensuing year by Fernside Home Owners Association, as the needs of said property may in its judgment require, or as the maintenance costs are increasingly met by municipal authority; but, in no event, shall the annual assessment be raised to an amount greater than the said one mill (\$.001) per square foot, as above provided. And said annual charge or assessment may be terminated on January 1, 1940, or on the first day of January of any year thereafter, with the written consent of the then owners of at least two-thirds in area of the property subject to said charges.

CLAUSE FIFTEEN

Construction of Conditions and Restrictions

If, for any reason, it is uncertain which are the front, side or rear lines of any building site, or the restricted area provided therefor, The Oakland Bank, or with its authority, the Fernside Home Owners Association shall in cases (except where such lines and restricted areas have been determined in the contract and deeds of The Oakland Bank) determine what are to be deemed such lines and restricted areas, and the decision of The Oakland Bank or, with its authority, of the Fernside Home Owners Association in respect thereto shall be final.

The Oakland Bank, in any case, may, prior to sale, determine what are to be deemed such lines and restricted areas and particularly describe them in the contracts and deeds covering the building sites as to which such determination is made by The Oakland Bank.

If the setback of any building or the width of any building site be difficult of determination by reason of its irregular shape or otherwise, or if the extent or location of the free spaces required for any building by Clause Nine of this Declaration be uncertain, The Oakland Bank, or with its authority, the Fernside Home Owners Association, shall in all cases (except where the matter has been determined in the contracts and deeds of The Oakland Bank) determine what is to be deemed the setback of such building or the width of such building site, or the extent and location of such free spaces, as the case may be, and the decision of The Oakland Bank or of the Fernside Home Owners Association in respect thereto shall be final.

The setback of any building, or the width of any building site, or the location and extent of free spaces may, in any such case be determined by The Oakland Bank prior to sale, and be particularly described in the contracts and deeds covering the lots or building sites as to which such determination is made by The Oakland Bank.

If two or more setback provisions of this Declaration as to the same street line, plot, or lot affect the erection and maintenance of the same class of buildings applicable to the same lot or building site, then the setback provisions requiring the greater setback shall control.

CLAUSE SIXTEEN

DELETED

CLAUSE SEVENTEEN

Scope and Duration of Conditions, Restrictions and Charges

All of the conditions, covenants, restrictions and charges set forth in this Declaration are imposed upon said property for the direct benefit thereof as part of a general plan of development, improvement, building, occupation and maintenance hereby adopted therefor by The Oakland Bank; and said conditions, covenants, restrictions and charges shall run with the land and continue and be in full force and effect, except as hereinafter provided, and subject to the provisions of Clauses Eighteen and Nineteen hereof until January 1, 1950 and may, as then in force, be extended as to all or part of said property from that time for a period not exceeding twenty (20) years, and thereafter for successive periods of not more than twenty (20) years each without limitation, by the assent, evidenced by appropriate agreement entitled to record, entered into by the owners of not less than sixty-five (65%) per cent in area of said property, exclusive of streets, parks, and open spaces intended for the general use of the owners of said property, which shall become effective only upon the recordation of such agreement in the Office of the County Recorder of the County of Alameda, State of California.

CLAUSE EIGHTEEN

Modifications of Conditions, Covenants, Restrictions and Charges

Any of the conditions, covenants, charges and restrictions contained in this Declaration, except those set forth in Clause Number Three and the said maximum rate of one mill (\$.001) per square foot of assessment set forth in Clause Number Thirteen may be annulled, waived, changed or modified by The Oakland Bank, with the consent of said Fernside Home Owners Association and of the owner of the property to which said modification applies.

CLAUSE NINETEEN

Cancellation and Annulment of Conditions, Restrictions and Charges

At any time after the first day of January, 1940, the owners of record of lots having an aggregate area equivalent to not less than sixty-five (65%) per cent of the total area of said portions of said property described in Clause One hereof and who shall include in their number the owners of record of not less than three-fourths of the building sites in said property, on which dwelling-houses are then located, may cancel and annul all or any of the conditions, restrictions or charges contained in this Declaration, by an instrument in writing signed by said owners, which shall be acknowledged by them so as to entitle it to record, and shall be recorded in the office of the County Recorder of said County of Alameda.

All or any of the conditions, restrictions and charges set forth in this Declaration may nevertheless be cancelled and annulled at any time by an instrument in writing signed by The Oakland Bank, or with its authority, the Fernside Home Owners Association and all of the owners of record of all of said property (except such portions thereof as may have been dedicated to public use or acquired by The Oakland Bank or by the Fernside Home Owners Association for the general use of owners of portions of said property) which said instrument shall be acknowledged by said owners and The Oakland Bank or the Fernside Home Owners Association, as the case may be, so as to entitle it to record and shall be recorded in the Office of said County Recorder.

CLAUSE TWENTY

Violation of Conditions and Restrictions

Violation of any of the conditions or restrictions herein contained shall give to The Oakland Bank and to the Fernside Home Owners Association, or any of the owners of record of the remaining portions of said Tract, the right to enter upon the property upon or as to which such violation exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and The Oakland Bank or, with its authority the Fernside Home Owners Association, and said owner or owners upon such other property, shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal, nor shall it or they be liable in damages therefor.

The result of every act or omission, whereby any condition or restriction herein contained is violated in whole or in part, is hereby declared to be and constitute a nuisance, and every remedy allowed by law against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by The Oakland Bank, or, with its authority, by the Fernside Home Owners Association or by the owner of any other property in such tract, at their, or either or any of their options. Such remedies shall be deemed cumulative and not exclusive.

CLAUSE TWENTY-ONE

Right to Enforce

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by The Oakland Bank and its successors or assigns, or by the owner or owners of any portion of said property, their and each of their legal representatives, heirs, successors and assigns; and failure by The Oakland Bank, its successors or assigns, or any property owner, or their legal representatives, heirs, successors or assigns, to enforce any of such covenants, conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so thereafter.

All of the conditions, covenants, restrictions and charges contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, restrictions or charges, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant, restriction or charge, shall be thereby affected or impaired.

CLAUSE TWENTY-TWO

Assignment of Powers

Any or all of the rights and powers of The Oakland Bank herein contained may be assigned to the Fernside Home Owners Association when incorporated or to any other corporation or association which is now organized or which may hereafter be organized, and which will assume the duties of The Oakland Bank hereunder pertaining to the particular rights and powers assigned, and, upon any such corporation or association evidencing its consent in writing to accept such assignment and assume such duties, it shall to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by The Oakland Bank herein.

IN WITNESS WHEREOF the undersigned, The Oakland Bank, a corporation, has caused its corporate name to be hereunto subscribed by its vice-president and assistant secretary, thereunto duly authorized, and its Corporate Seal to be hereunto affixed the day and year first above written.

THE OAKLAND BANK.

By J. Y. Eccleston,
Vice-President.

and by R. B. Baker,
Assistant Secretary.

(SEAL)

STATE OF CALIFORNIA,
County of Alameda—ss.

On this 22nd day of June in the year One Thousand Nine Hundred and Twenty-five, before me, Bessie R. Tallman, a Notary Public in and for said County, duly commissioned and sworn, and residing therein, personally appeared J. Y. Eccleston and R. B. Baker, known to me to be the Vice-President and Assistant Secretary respectively, of THE OAKLAND BANK, the corporation that executed the within instrument, and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office, in the City of Oakland, County and State aforesaid, the day and year in this certificate first above written.
(SEAL)

BESSIE R. TALLMAN,
Notary Public in and for said County of
Alameda, State of California.

Recorded in the office of the County Recorder of Alameda County, State of California on the 22nd day of June, 1925. Recorder's series number U51569.

Extended by agreement dated January 20, 1949
Recorded December 29, 1949
Book 59770. R. Page 1

Extended by agreement dated December 23, 1969
Recorded December 23, 1969
Instrument #69144064

Extended by agreement dated December 18, 1989
Recorded December 18, 1989,
Instrument #89338828

Extended by agreement dated January 5, 2017
Recorded February 27, 2017
Instrument #2017050694

