

**DECLARATION OF RESTRICTIONS, CONDITIONS, COVENANTS,
CHARGES AND AGREEMENTS AFFECTING THE REAL PROPERTY
KNOWN AS TRACT NO. 1287 SANTA CLARA COUNTY**

THIS DECLARATION made and dated this 12th day of May 1954, by VALLEY TITLE COMPANY OF SANTA CLARA COUNTY, a California corporation.

WHEREAS, VALLEY TITLE COMPANY OF SANTA CLARA COUNTY is the owner of title to certain land situate, lying and being within the County of Santa Clara, State of California, and more particularly described as TRACT NO. 1287, Santa Clara County, California, a Map of which was filed for record in the office of the Recorder of the County of Santa Clara on April 27, 1954 in Book 48 of Maps, at pages 46 and 47; and

WHEREAS, the owner of said property desires to create a residential district in said tract;

NOW THEREFORE, said VALLEY TITLE COMPANY OF SANTA CLARA COUNTY, hereby declares that all the property as hereinabove described is held and shall be sold, conveyed, leased, occupied, hypothecated, and held subject to the following easements, restrictions, covenants, conditions, charges and agreements between it and the purchasers of said property and their heirs, successors and assigns.

Section 1. Use and Improvement. (a) No building or structure shall be, or be suffered to be erected, constructed, placed or maintained, other than for single family private residence on said property; and no other use whatsoever, except in connection therewith, including however, such incidents as schools churches and recreation facilities. (b) This restriction shall not prohibit the erection or maintenance of any guest house, or of housing accommodations for servants employed on the premises, provided the same are attached to the residence and joined thereto by a roofed connection. No additional buildings shall be permitted by reason of any division or subdivision of any lot in said tract. (c) The term "use as a private residence" is intended to exclude every form of business, commercial or manufacturing enterprise.

Section 2. Temporary Buildings. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted, and no structures shall be moved on or brought upon any of such lots unless it shall conform to and be in harmony with existing structures in said area.

Section 3. Architectural Control. 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 architectural control committee as hereinafter constituted, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to setbacks, topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than may have been installed at the time of original construction, or in any event not nearer than the minimum building setback line. Any change of color on the exterior of any house located in this tract must be approved by the architectural committee, prior to the time that any such change is made. No color not in harmony with the surrounding area will be allowed. Approval shall be as provided in Section 4.

Section 4. Membership. (a) The architectural control committee is composed of three (3) members. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither

the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a two-thirds majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. (b) Procedure. The Committee's 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 30 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.

Section 5. Setback of building. No building or projection thereof shall be located nearer than 15 feet from the front lot line, exclusive of bay windows or other projections; except that as to corner lots the said minimum and maximum setback restrictions shall be applied to one street frontage only, and except as otherwise expressly authorized and approved by the architectural committee, all main buildings and structures must be located at least six feet distant from the main structure or building on the adjoining lot. This section shall not apply to the original subdivider.

Section 6. Resubdivision of Lots. No additional buildings shall be permitted by reason of any division or subdivision of any of said lots.

Section 7. Easements. Easements and rights of way, as indicated upon the recorded map of said subdivision, or as now existing on the ground, are reserved for the installation and maintenance of sewers, pole lines, utilities and other public and quasi-public buildings; and no building shall be placed upon such easements or interference made with the free use of the same for the purposes intended; and connections with sewers and the use thereof shall be for sanitary purposes only, unless permission for additional use or uses is previously secured from the governing body of the district or municipality operating and maintaining such sewers.

Section 8. Signs. No billboards or other advertising devices shall be erected or placed on any lot or plot in said tract; and no more than one "for sale, lease or rent" sign shall be displayed upon any single lot, plot or home (regardless of whether inside or outside of such home), and such sign shall not be larger than 18" x 24" provided, however, that during the development and sale of lots and homes in said tract or adjoining tracts, the original subdividers, or their agents, may erect and display one or more larger signs as they may determine.

Section 9. Completion of Construction. (a) Any residence or other building in said subdivision, the construction of which has been started, shall be completed without delay, except when such delay is caused by Acts of God, strikes, actual inability of the owner to procure deliveries of necessary materials, or by interference by other persons or forces beyond the control of the owner to prevent. Financial inability of the owners or his contractor to secure labor or materials or discharge liens or attachments shall not be deemed a cause beyond his control. (b) In the event of cessation of construction of any building for a period of 120 days, where such interruption is not excused by the provisions hereof, the existence of such incomplete building shall be deemed to be a nuisance, and the architectural committee shall have the right to enter upon said incomplete premises and remove the same, or carry such construction forward to completion, and the costs and expenses incurred in connection with such removal or completion shall constitute a lien upon said property under the Mechanic's Lien Law of the State of California, such a lien to attach as of the time of the commencement of the work involved in effecting such removal, or as of the time of the commencement of the work so undertaken to complete such construction, and may be enforced in the manner

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provided for the enforcement of mechanic's liens.

Section 10. No house shall have outside awning, canopies, shutters or blinds not shown on original plans and specifications. No radio or television antenna or aerial on any lot shall be constructed except on the rear one-half of the residence structure. No sign shall be displayed on any lot.

Section 11. Fences and Clothes Poles: No fence, hedge or other enclosure shall be permitted or allowed to remain on any first residential lot or plot in said subdivision between the street and the front fence installed by the subdivider, or the front building line hereinabove established and no rear fences, hedges or other enclosures, or extensions thereof shall be permitted to a height, exceeding six (6) feet, except as authorized or approved by the architectural committee; and no clothes poles or clothes lines (or other similar structure) shall be permitted or allowed to remain on any first residential lot or plot, other than a rotating clothes dryer, or such other type as may be approved by said architectural committee. No clothes lines or racks of any kind, shall at any time be installed in the carports or any area in front of any home except the same be concealed from the street by the front fence installed by subdivider, or such as may be established with the express approval of the architectural committee. This section shall not apply to the original subdivider.

Section 12. Landscaping: No portion of any first residential lot or plot of land between the street line and the main residential building or structure thereon shall be used for the planting or growing of garden vegetables and all front yard landscaping (i. e.) lawns, shrubs, trees, flowers and other plant including all areas within the sidewalk lines, shall be installed, kept, and maintained by the owner in good and husbandlike manner without any right of removal, replacement or substitution as to sidewalk or street area trees, except by written permission of the architectural committee; and caring for all trees shall be by or under the direction of such committee. Upon failure of owner to comply with this section after fifteen (15) days' written notice, the architectural committee may, at its option, restore such portion of lot and such area to the condition in which it is required to be kept pursuant to the provisions of this section, and may so maintain the same, and the reasonable costs and expenses of such restoration and maintenance shall be paid for by such lot owner. In any suit brought by the architectural committee to collect such indebtedness the architectural committee shall be entitled to recover, in addition to such costs and expenses, reasonable attorney's fee to be fixed by the Court.

Section 13. Pets. No first residential lot or plot or building thereon in said subdivision shall be used for the keeping or breeding of fowl, birds, animals or creatures, of any kind for commercial purposes, but such birds and animals may be kept as pets for the pleasure of the occupants of the premises where kept and then only shall it be permissible to keep ordinary or usual species in number and under conditions not constituting a nuisance or otherwise objectionable to other residents in the subdivision; and all yards, pens and outbuildings used in connection with the keeping of such birds and animals shall be located only on the rear half of the respective lots, and shall be adequately screened from view from any street and be at all times kept and maintained in a clean and sanitary condition.

Section 14. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 15. Approval of Plans. (a) No building alterations, fences or extensions thereof, walls or other permanent structure additions or changes shall be erected, altered, made or placed upon any lot or plot in this subdivision until the plans, specifications and plot plan showing the location on the lot or plot have been submitted

to and approved in writing as to conformity and harmony of design and as not interfering with the reasonable enjoyment of any other lot or plot, by the architectural committee. This section shall not apply to the original subdivider. (b) Upon failure of said committee or its designated representative to approve or disapprove such plans and specifications within thirty (30) days after receipt of a proper presentation, approval of such plans and specifications shall be deemed to have been made, provided such proposed construction complies with the law and these restrictive covenants, (c) No member of the architectural committee shall be entitled to receive any compensation or make any charge for his services hereinabove provided.

Section 16. Failure to Enforce. The various restrictive measures and provisions of these restrictive covenants are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each lot in said subdivision and all the members and failure promptly to enforce any measure or provision upon violation thereof shall not estop or prevent enforcement thereafter or be deemed a waiver of the right to so do.

Section 17. Severability. The various measures and provisions of these restrictive covenants are declared to be severable; and the invalidation of any one of these restrictive covenants by judgment or court order shall in no wise affect any of the other provision or covenants herein contained, which shall remain in full force and effect, nor shall such judgment or court order render invalid or operate in any way against the lien of any mortgage or deed of trust given as security for the payment of a debt which may theretofore have been placed upon said property in good faith and for value.

Section 18. Enforcement and Remedy. Each grantee of a conveyance or purchaser under a contract or agreement of sale, by accepting a deed or a contract of sale or agreement of purchase of a first residential lot, whether from the original subdivider or a subsequent vendee, accepts the same subject to all the conditions, restrictions, easements and agreements as now set forth in these covenants and restrictions, or as hereafter amended, and agrees to be bounded by the same; and damages for any breach of the terms, restrictions and provisions of these covenants and restrictions are hereby declared not to be adequate compensation but such breach and/or the continuation thereof may be enjoined or abated by appropriate proceedings by the architectural committee, or any member or members thereof; and in any proceedings under these restrictions and covenants, either at law or in equity, if recovery be had, the plaintiff shall be entitled to recover all costs and expenses, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, Declarant, VALLEY TITLE COMPANY OF SANTA CLARA COUNTY, a corporation has executed this Declaration the date and year first above written.

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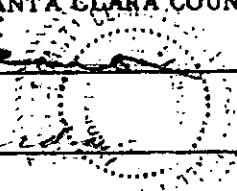
VALLEY TITLE COMPANY MAY 13 10 31 A 1954

Chas. R. Payne

VALLEY TITLE COMPANY OF SANTA CLARA COUNTY,

By [Signature] Vice President

By [Signature] Secretary-Treasurer



County of Santa Clara

On this 12th day of May in the year one thousand nine hundred and Fifty Four

before me, Lee Killrack, a Notary Public in and for the County of Santa Clara

State of California, residing therein, duly commissioned and sworn, personally appeared

S. S. Gans and Clyda Edwards

known to me to be the Vice President and Secretary-Treasurer of the corporation described in and that executed the within instrument, and also 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



IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Santa Clara the day and year in this certificate first above written.

Lee Killrack

Notary Public in and for the County of Santa Clara State of California.

My Commission Expires 1-27-57