

**THIS COVER PAGE MUST BE ATTACHED TO
ANY DECLARATION, GOVERNING DOCUMENT,
OR DEED CONTAINING RESTRICTIONS,
PURSUANT TO CALIFORNIA GOVERNMENT
CODE SECTION 12956.1**

If this document contains any restriction based on race, color, religion, sex familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Recorded June 12, 1972 in Volume 9874 Official Records page 305, file 4276878

DECLARATION OF RESTRICTIONS

This Declaration made and dated this 9th day of June, 1972, by VALLEY TITLE COMPANY, a corporation WHEREAS, said party is the owner of a certain tract of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

That certain Tract entitled, "TRACT NO. 5177", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on June 1, 1972, Book 302 of Maps, at pages 31 and 32, to which said Map and the said record thereof, reference is hereby made, and

WHEREAS, said party is about to sell property shown on said Map, which they desire to subject to certain restrictions, conditions, covenants and agreements between themselves and the purchasers of said property, as hereinafter set forth:

NOW, THEREFORE, said party declares that the property shown on said Map of Tract No. 5177 is held and shall be conveyed subject to restrictions conditions, covenants, charges and agreements set forth in the Declaration, to-wit:

- A-1: Land Use and Building Type. No lot shall be used except for residential purposes. 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 and one-half stores in height and a private garage for not more than two cars.
- A-2: 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 to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback lines unless similarly approved. No building, fence, wall, or other permanent structure shall be erected, altered or placed on any corner lot of any collector street until building plans, specifications, and plot plan showing the location of structure on the lot have been submitted to and approved in writing by the Architectural Control Committee as to conformity and harmony of external design and as not interfering with the reasonable enjoyment of any other lot. Approval shall be as provided in Part B.
- A-3: Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$8,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwelling shall be of a quality of workmanship and materials 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 floor-area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet for a one-story dwelling.
- A-4: Building Location. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 10 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
- A-5: Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 54 feet at the minimum building setback nor shall any dwelling be erected or placed on any lot having an area of less than 5,400 square feet, except that a dwelling may be erected or placed on any lot shown on the recorded plat.
- A-6: Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- A-7: Nuisances. 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.
- A-8: Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- A-9: Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- A-10: Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any 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.
- A-11: 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 material shall be kept in a clean and sanitary condition.
- A-12: Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- A-13: Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within sufficient height to prevent obstruction of such sight lines.
- A-14: Vehicles. No trailer and/or boat, and/or truck, and/or inoperative automobile shall be kept or stored on any lot, unless enclosed within a carport or garage, or unless it is kept or stored on the rear 50 feet of the lot.

PART B. ARCHITECTURAL CONTROL COMMITTEE

3-1. Membership. The Architectural Control Committee is composed of JOHN BROOKS, VIRGIL P. YOUNG, JR. and JOHN VALLEY, all located at 2777 Alvarado Street, San Leandro, California

The Architectural Control Committee is to have full and exclusive power to exercise all those certain duties and privileges set forth in Paragraph A-2 until such time as the subdivider has built and sold all houses to be constructed on all lots within the subdivision. 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, after all houses have been built and sold, the then record owners of a 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-2. 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 hereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART C. GENERAL PROVISIONS

C-1. Terms. All of the restrictions, conditions, covenants and agreements shall affect all of the lots as hereinabove set forth and are made for the direct and reciprocal benefit thereof, and in furtherance of a general plan for the improvement of said Tract, and the covenants shall attach to and run with the land. Said restrictions, conditions and covenants shall be binding on all parties and all persons claiming under them for a period of 35 years from the date hereof, after which time they shall be automatically extended for successive periods of ten years, provided however, that such restrictions, conditions, covenants and agreements, or any of them may be supplemented, changed or rescinded in any or all particulars at any time after 35 years from date hereof by the owners of 51% of the number of lots comprising the area incorporated in this declaration, exclusive of streets, evidenced by an instrument in writing executed by the said owner in the manner provided by law for the conveyance of real property, and duly recorded in the office of the Recorder aforesaid, and upon such recordation shall be valid and binding upon the sellers and owners of the said lots in said tract, and upon all other persons.

C-2. Enforcement. If the parties hereto, or their successors shall violate or attempt to violate any of the covenants herein during the period for which they are in force, or during any of the extended periods for which they are in force, it shall be lawful for any person owning any real property subject thereto, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, or either to prevent him or them from so doing or to recover damages or other dues for such violation.

C-3. Subordination. It is further provided that a breach of any of the conditions contained herein or of any re-entry by reason of such breach, shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value as to said premises or any part thereof; but said conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, Trustee's Sale or otherwise.

C-4. Severability. Invalidation of any one or more of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal the day and year first hereinabove written.

VALLEY TITLE COMPANY,
a corporation

By Pete Borello /s/

The undersigned, as Trustee, hereby approves and consents to the execution of the foregoing Declaration of Restrictions.

DATED: June 9 1972

VALLEY TITLE COMPANY,
a corporation

By Pete Borello /s/

Covenants or Restrictions based on race, color, religion, sex, handicap, familial status, or national origin, if any contained herein, are hereby omitted from this document, unless and only to the extent that said covenant (a) is exempt under chapter 42 section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.