

Pursuant to Subdivision (b) of Section 12956.1 of the Government Code, the following notice is printed in 14-point boldface type.

**NOTICE**

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 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.

**RECEIVED & READ**

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**SIGNATURE** **DATE**

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**SIGNATURE** **DATE**

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DECLARATION IMPOSING COVENANTS,  
CONDITIONS, RESTRICTIONS, EASEMENTS AND AGREEMENTS  
AFFECTING

Whereas, The undersigned is the owner of a certain Tract of Land situate in the County of Santa Clara, State of California, described as follows:

Tract No. 3967, Cameo Villas [REDACTED]

filed on JAN 10, 1969 in Book 247 of Maps, at pages 3, 4 & 5, Santa Clara County Records.

All of which property they desire to and intend by these presents to subject to certain Covenants, Conditions, Restrictions, Easements and Agreements between them and all subsequent purchasers of said property or any part thereof.

NOW THEREFORE, the undersigned does declare that said property is held and shall be conveyed subject to Covenants, Conditions, Restrictions, Easements and Agreements hereinafter set forth, to wit:

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 stories in height and a private garage for not more than two cars.
2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until 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, finish, and 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. Approval shall be as provided in Paragraph 15.
3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$12,000.00 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 dwellings 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 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 be not less than 1200 square feet for a one-story dwelling, nor less than 1200 square feet for a dwelling of more than one story.
4. BUILDING LOCATION. (a) No building shall be located on any lot nearer to the front lot 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 15

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feet to the front lot line, or nearer than 10 feet to any side street line (b) 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.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6000 square feet, Except that a dwelling may be erected or placed on any Lot shown on the recorded plat.
6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
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.
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.
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.
10. 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.
11. 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.
12. 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.

COMPARISON

13. **VEHICLE PARKING.** No parking, of commercial vehicles exceeding  $3\frac{3}{4}$  ton capacity shall be permitted for any period exceeding 24 hours. No parking or storage of trailers or combinations of boat and boat trailer shall be permitted on any lot within said subdivision, between the front (or side on corner lots) of the dwelling structure and the curb line. Said trailers and boats may be parked or stored behind the front or side of the dwelling structure provided said vehicles are screened from public view by approved fencing or landscaping.
14. **SIGHT DISTANCE AT INTERSECTION.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or 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 such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
15. **ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP.** The Architectural Control Committee is composed of Elwood J. Leep and Leonard B. Bearden, Sr., 378 Town & Country Village, San Jose, California. 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 the sale of all lots, 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.
16. **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 commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
17. **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 thirty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
18. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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- 19. SUBORDINATION. Nothing contained in this Declaration shall impair or defeat the lien of any mortgage or Deed of Trust, but title to any property subject to this Declaration obtained through sale in satisfaction of any mortgage or Deed of Trust shall thereafter be held subject to all of the measures and provisions thereof.
- 20. SEVERABILITY. Invalidation of any one 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 PARTY (IES) HERETO HAS EXECUTED AND SEALED THIS INSTRUMENT THIS 13th DAY OF December 19 68

Leep Construction Corporation, a Calif. Corp.

BY Edward J. Leep  
President



STATE OF CALIFORNIA )  
                                  ) ss.  
County of Santa Clara )

On this 13th day of December, 1968, before me, the undersigned, a Notary Public in and for said State and County, residing therein, duly commissioned and sworn, personally appeared Edward J. Leep known to me to be the PRESIDENT of said corporation that executed the within instrument and known to me to be the person who executed it on behalf of said corporation and they acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its Board of Directors, as Owner.

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

Notary Public

M. T. Kline  
M. T. KLINE



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FILED FOR RECORD  
AT REQUEST OF

WESTERN TITLE GUARANTY COMPANY  
SANTA CLARA COUNTY, CALIFORNIA

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OFFICIAL RECORDS  
SANTA CLARA COUNTY  
GEORGE E. FOWLES  
RECORDER

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