

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

SIGNATURE DATE

SIGNATURE DATE

3.69

TTG 93344

NO. 3940 INC 212

1406044

DECLARATION OF RESTRICTIONS, CONDITIONS, COVENANTS, CHARGES AND AGREEMENTS, AFFECTING THE REAL PROPERTY KNOWN AS TRACT NO. 1961, CHERYHILL FARMS, UNIT NO. 3, SITUATE IN THE CITY OF SUNNYVALE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, A MAP OF WHICH IS OF RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, IN BOOK 63 OF MAPS, PAGES 62 and 63 EXCEPTING THEREFROM, LOT 215

WHEREAS, Valley Title Company of Santa Clara County is about to sell property shown on said Map which it desires to subject to certain restrictions, conditions, covenants and agreements between it and the purchasers of said property as hereinafter set forth:

NOW THEREFORE, Valley Title Company of Santa Clara County declares that the property shown on said Map is held and shall be conveyed subject to restrictions, conditions, covenants and agreements between it and the purchasers of said property and their heirs, successors and assigns as hereinafter set forth.

1. 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 one story in height and private garage for not more than two cars.
2. 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 the street than the minimum building setback lines unless similarly approved. Approval shall be provided in Paragraph 13.
3. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1400 square feet in size and not less than \$14,000.00 in cost. No building lot shall be less than 65 feet in width nor less than 6500 square feet in area.
4. No building shall be erected on the building plot nearer than 15 feet to the front street line, except on cul-de-sacs where front set-backs shall be as per City of Sunnyvale requirements, nor nearer than a distance equal to 10% of the lot width from the side street line, 5 feet from interior lot lines, nor nearer than 15 feet from the rear lot line. EXCEPT that the side line restrictions shall not apply to a detached garage located on the rear 1/2 of the lot.
5. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. 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.
6. 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.
7. No fowl or animals, other than household pets of the usual kind and in a reasonable number, shall be, or be suffered to be, kept or maintained in said Tract; said pets shall not be kept, bred or maintained for commercial purposes.
8. 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.

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9. 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.

10. 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 such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

11. No trailers are to be parked in subdivision where they are visible from the street.

12. No trucks may be parked in driveways.

13. The architectural control committee is composed of Wayne R. Brown, S. H. Kauffmann and Alexander C. Practice. 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 service performed pursuant to this covenant. At any time 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.

14. 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 10 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. 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 (30) 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 owners of the lots has been recorded agreeing to change said covenants in whole or in part.

16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

17. Invalidity 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 effects. The breach of the foregoing restrictions and covenants or any entry by reason of such breach shall not defeat or render invalid the lien of any deed of Trust, on said premises but in the case of foreclosure and sale thereunder, the purchaser shall take title subject to all of said restrictions and conditions.

In witness whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its duly authorized officers the day and year first above written.

VALLEY TITLE COMPANY OF SANTA CLARA COUNTY
a corporation

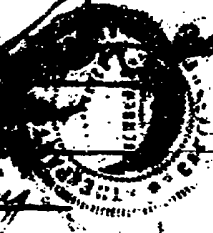
By: Robert Colbert
Robert Colbert-Vice President

NO. 3940 NO. 214

The undersigned Trustee hereby consent to the execution and recording of the foregoing Declaration of Assurances, Covenants, Clauses and Agreements.

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA
NOVEMBER 13, 1957
I, the undersigned, a Notary Public in and for said Santa Clara County and State, personally appeared RILEY C. BELL... President, and STANLEY G. PARI... Secretary of a corporation that executed the within instrument, and know to me by the persons who executed the within instrument on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same.
I HEREBY CERTIFY THAT I AM A NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA.
RILEY C. BELL
Notary Public
My Commission Expires May 6, 1959.
STOCK CONTROL NO. 51

THE PARTON COMPANY
[Handwritten signatures and stamps]



STATE OF CALIFORNIA
County of Santa Clara
On this 13th day of November in the year one thousand nine hundred and fifty seven before me, RILEY C. BELL, a Notary Public in and for the County of Santa Clara State of California, residing therein, duly commissioned and sworn, personally appeared ROBERT COLBERT known to me to be the Vice-President of the corporation described in and that executed the within instrument, and also known to me to be the person 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.
Riley C. Bell
Notary Public in and for the County of Santa Clara State of California.
My Commission Expires 5-6-59

County's Form No. 28—(Acknowledgment—Corporation)
(C. C. Secs. 1190-1190.1)

STATE OF CALIFORNIA

County of Santa Clara

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On this 19th day of November 1956, before me, LEE TELLS

County of Santa Clara State of California, residing therein, duly commissioned and sworn, personally appeared DONALD H. STERLING



known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and official seal in the County of Santa Clara State of California, this 19th day and year in this certificate first above written.

Lee Tells

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

County's Form No. 32 - Acknowledgment - General (C.C. Sec. 114)

My Commission Expires 1-27-61

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FILED FOR RECORD AT 5:00 PM Nov 19 10 56 A 1957

SANTA CLARA COUNTY

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