



BOOK 6039 p. 465

T.I. 243615

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DECLARATION OF RESTRICTIONS

THIS DECLARATION, made and dated this 27th day of May, 1963, by CALSON PROPERTIES, INC., a Corporation.

WHEREAS, said party is the owner of a certain tract of land situate in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

ALL OF LOTS 111 through 199, inclusive, as shown upon that certain Tract entitled, "Tract No. 3437 Castledale Unit No. 2", a Map of which was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on May 27, 1963 in Book 161 of Maps, at pages 42 and 43, 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 it desires to subject to certain restrictions, conditions, covenants and agreements between itself and the purchasers of said property, as hereinafter set forth:

NOW THEREFORE, said party declares that the property shown on the Map of "Tract No. 3437 Castledale Unit No. 2", is held and shall be conveyed subject to restrictions, conditions, covenants, charges and agreements set forth in the Declaration, to-wit:

PART A. RESIDENTIAL AREA COVENANTS

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 stories in height and a private garage for not more than two cars. No structure shall be moved onto any lot unless it meets with the approval of the committee hereinafter referred to, or if there is no committee, it shall conform to and be in harmony with existing structures in the tract.

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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 line unless similarly approved. 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 \$15,000.00 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

RECEIVED & READ

SIGNATURE DATE

SIGNATURE DATE

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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. No single family dwelling house of one story having a ground floor area of less than twelve hundred (1200) square feet, exclusive of garage, open porches, terraces and other appurtenances shall be erected upon any building plots, nor shall any dwelling more than one story have less than one thousand (1000) square feet on the ground floor. No duplex or multiple family dwelling shall be erected on any building plot having less than seven hundred (700) square feet of floor space per living unit, nor less than twelve hundred (1200) square feet of ground floor area, exclusive of garage, open porches, terraces and other appurtenances.

A-4. Building Location. 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 6 feet to any interior lot line, except that a garage or other permitted accessory building located within the rear one-half of the lot may be placed not closer than 6 feet to the side lot line. For the purposes of these covenants, eaves, steps and open porches shall be not 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 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 on original lots as 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 and over the rear five feet of each lot.

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 20 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.

PART B. ARCHITECTURAL CONTROL COMMITTEE

B-1. Membership. The Architectural Control Committee is composed of Ray T. Lindsay, 585 East Crescent Drive, Palo Alto, California; Ronald K. Lindsay, 1336 Miette Way, Sunnyvale, California and Dean R. Lindsay, 1368 Miette Way, Sunnyvale, 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, 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 constructions has been commenced prior to the completion hereof, approval will not be required and the

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related covenants shall be deemed to have been fully complied with.

PART C. GENERAL PROVISIONS

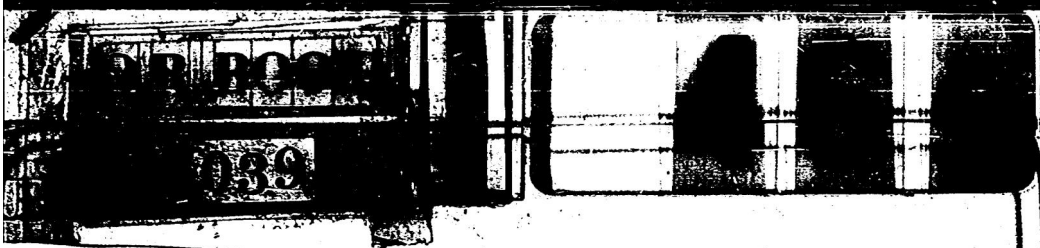
C-1. Terms. All of the restrictions, conditions, covenants and agreements shall affect all of the lots as hereinabove set forth and are made for the direct and reciprocal benefit thereof, and in furtherance of a general plan for the improvement of said Tract, and the covenants shall attach to and run with the land. Said restrictions, conditions and covenants shall be binding on all parties and all persons claiming under them until May 27th, 1998, at which time they shall be automatically extended for successive periods of five 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 May 27th, 1998, 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 hereinbefore May 27th 1998, 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 good faith and for value as to said premises or any part thereof; but said conditions shall be binding upon and effective against the 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 hands



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and seals the day and year first hereinabove written.



CALSON PROPERTIES, INC.,
a Corporation

BY Ray T. Lindsay
RAY T. LINDSAY PRESIDENT

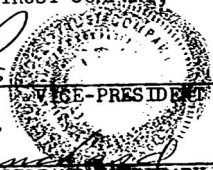
BY Ronald K. Lindsay
RONALD K. LINDSAY SECRETARY

TITLE INSURANCE AND TRUST COMPANY, a Corporation, as Trustee, hereby consents to the execution of the foregoing Declaration of Restrictions.

TITLE INSURANCE AND TRUST COMPANY,
a Corporation

BY Paul E. Potts
PAUL E. POTTS VICE-PRESIDENT

BY B. M. Blanchard
B. M. BLANCHARD ASSISTANT SECRETARY



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FILED AT RECORDS

The Insurance and Trust Company

MAY 27 11 05 AM 1963

OFFICIAL RECORDS
SANTA CLARA COUNTY
PUBLIC TELM
RECORDS DEPT

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TO 449 C
(Corporation)
STATE OF CALIFORNIA } SS.
COUNTY OF Santa Clara
On May 27, 1963 before me, the under-
signed, a Notary Public in and for said County and State, personally
appeared RAY T. LINDSAY
known to me to be the President, and
RONALD K. LINDSAY, known to me to be
Secretary of the corporation that executed the
within instrument, 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 within instru-
ment pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.
(Seal)
Signature M. Belgin
M. BELGIN 10/21/63
Name (Typed or Printed)
Notary Public in and for said County and State ✓

TO 449 C
(Corporation)
STATE OF CALIFORNIA } SS.
COUNTY OF Santa Clara
On May 27, 1963 before me, the under-
signed, a Notary Public in and for said County and State, personally
appeared PAUL E. POTTS
known to me to be the Vice president, and
B. M. BLANCHARD, known to me to be
Assistant Secretary of the corporation that executed the
within instrument, 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 within instru-
ment pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.
(Seal)
Signature M. Belgin
M. BELGIN 10/21/63
Name (Typed or Printed)
Notary Public in and for said County and State ✓✓

Appl. No. 243615
Return to: Dick Lloyd