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When recorded, return to:

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BOOK 258 PAGE 512

Lawyers Title Insurance Corp.  
66 North First Street  
San Jose, Ca 95113

Recorded at the request of  
Lawyers Title Insurance Corp.

File No. 41978 TB

MAR 1 1973 8:01A

GEORGE A. MARK, Recorder  
Santa Clara County, Official Records

DECLARATION OF RESTRICTIONS

This Declaration made and dated this 28th day of February, 1973 by LAWYERS TITLE INSURANCE CORPORATION, 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. 5084 Hidden Glen Santa Teresa No. 3", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on February 28, 1973 in Book 317 of Maps, at pages 38, 39 and 40.

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 setforth:

NOW THEREFORE, said party declares that the property shown on said map of Tract No. 5084 Hidden Glen Santa Teresa No. 3 is held and shall be conveyed subject to restrictions, conditions, covenants, charges, and agreements setforth in this declaration, to-wit:

**PART A - RESIDENTIAL AREA COVENANTS**

- 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 three cars.
- 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.
- 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 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 ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story.

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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 12 1/2 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 45 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.
5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback, nor shall any dwelling be erected or placed on any lot having an area of less than 600 square feet, except that a dwelling may be erected or placed on any lot shown on the recorded plat.
6. Easements. Easements for the 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 surrounding neighborhood. No automobiles or trucks shall be stored or otherwise be kept on any exterior portion of any lot for the purpose or prolonged storage or repair.
8. Temporary Structures. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other out-building 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. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, nor kept in such number as to create any annoyance to the surrounding neighborhood. No animals that may be classed as a "wild animal", or reptile of any kind, may be kept or maintained on any lot.
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 at all times.

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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 structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
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 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, the foliage of which does obstruct such sight lines.
14. T.V. Antennas. During any period of time when underground television cable antenna service is available to any lot, no exterior television antenna shall be erected or maintained on or about such lot or any portion of any improvement thereon. No mast, tower, antenna (other than a television antenna), or similar structure shall be erected or maintained on or about any lot or any portion of any improvement thereon except with the approval of the Architectural Control Committee. Any mast, tower, antenna or similar structure installed or maintained in violation of the foregoing restrictive provision shall not be deemed to comply with these restrictions by virtue of the completion thereof without commencement of suit to enjoin such work, the provisions of this subparagraph to the contrary notwithstanding.

PART B - ARCHITECTURAL CONTROL COMMITTEE

1. Membership. The Architectural Control Committee is composed of the following members: Eli Reinhard, Myra Reinhard, and Jesse W. Stacy; Address: P.O. Box 5368, San Jose, California 95150. 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/builder 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, 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.
2. Procedures. 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

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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.

PART C RANCHO SANTA TERESA SWIM AND RACQUET CLUB

- Each beneficial owner (as distinguished from a security owner) of a single family residential unit on the property described herein other than Grantor, shall in accordance with and subject to the laws of the State of California governing non-profit corporations, be a proprietary member of Rancho Santa Teresa Swim and Racquet Club, a corporation, organized and incorporated pursuant to the General Non-profit Corporation Law of the State of California on October 14, 1968, and there shall be no other qualification for such membership, provided that if any such single family residential unit shall be owned by two or more persons, only one of such persons, as they may elect, shall be a member. Each such person shall, in accordance with and subject to the laws of the State of California governing non-profit corporations, have all of the rights and privileges of a proprietary member in accordance with the by-laws of said non-profit corporation, on filing with the Secretary of said non-profit corporation proof of his qualification therefor, and on payment of any dues or assessments then payable. All dues and assessments in the amount fixed as provided in said by-laws shall accrue and be payable by such proprietary member from the date on which he first occupied such unit, whichever is the earlier, and all dues and assessments, if not paid within thirty (30) days after the same becomes due and payable, shall upon the recording at any time thereafter of a claim of lien by said non-profit corporation, be and become a lien on the said proprietary member's residential unit, and said non-profit corporation shall then have the right to enforce the payment of said dues and assessments in accordance with the laws of the State of California governing foreclosure and enforcement of liens.
- Nothing contained in this Part C shall impair or defeat the lien of any mortgage, but title to any property subject to this Part C obtained through sale in satisfaction of any mortgage shall be free of the lien created by this Part C for all charges that have accrued up to the time of such sale, but subject to the lien created by this Part C for all charges accruing thereafter.

PART D - GENERAL PROVISIONS

- 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 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 this declaration is recorded, 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 the date this declaration is recorded in the office of the County Recorder by the owners of

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51% of the number of lots comprising the area incorporated in this declaration, exclusive of streets, and evidenced by an instrument in writing executed by said owners 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.

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 covenant, or either to prevent him or them from so doing or to recover damages or other dues for such violation.
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.
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.

LAWYERS TITLE INSURANCE CORPORATION,  
a corporation

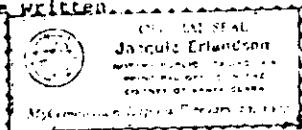
By: E. F. Smith  
E. F. Smith, Assistant Secretary

By: Bert L. Brown  
Bert L. Brown, Assistant Secretary

State of California )  
County of Santa Clara) ss.

On this 28th day of February, 1973 before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared E. F. Smith, and Bert L. Brown known to me to be the Assistant Secretaries 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.



Notary Public,

California

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The undersigned, as Trustees hereby approve, consent to and join in the execution of the foregoing Declaration of Restrictions.

FIRST CALIFORNIA TITLE COMPANY, a Corporation, Trustee

By Vince Pasion Vice President      By Jack K. Plecq Vice President

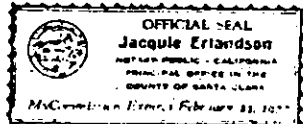
FIRST CALIFORNIA TITLE COMPANY OF SAN DIEGO, a Corporation formerly known as: Stewart Title Company of Southern California, a California Corporation, Trustee

By Vince Pasion Vice President      By Jack K. Plecq Vice President

State of California )  
County of Santa Clara) ss.

On this 28th day of February, 1973 before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared Jack K. Plecq and Vince Pasion known to me to be the Vice President and the Vice President of First California Title Company, a corporation that executed the within instrument and also known to me to be the persons who executed the within instrument on behalf of said corporation, 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.

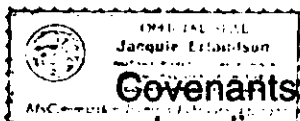


Jacquie Erlanson  
Notary Public, State of California

State of California )  
County of Santa Clara) ss.

On this 28th day of February, 1973, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared Vince Pasion and Jack K. Plecq known to me to be the Vice President and the Vice President of First California Title Company of San Diego, a Corporation formerly known as: Stewart Title Company of Southern California, a California Corporation, that executed the within instrument and also known to me to be the persons who executed the within instrument on behalf of said corporation, 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



Jacquie Erlanson  
Notary Public, State of California

**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.**