

NOTICE

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 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

Government Code Section 12956.1
Effective September 5, 2000

Recorded January 21, 1968 in Book 5873 Official Records, page 518, file 2332241

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS made this 16th day of January, 1963, by AMERICAN GUILD HOMES, a general partnership;

WHEREAS, AMERICAN GUILD HOMES, a general partnership, herein referred to as "Owner" is the Owner of that certain real property situate in the City of Sunnyvale, County of Santa Clara, State of California, more particularly described as follows:

All of Lots 1 thru 116 inclusive as shown on that certain Map entitled, "TRACT NO. 3309 HOLLENBECK TERRACE", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on October 5, 1962 in Book 153 of Maps, at page 5, to which said Map and the said record thereof, reference is hereby made, and

WHEREAS, the said owner is about to sell, dispose of, or convey the real property described above, which it described above, which it desires to subject to certain restrictions and protective covenants and conditions:

W I T N E S S E T H:

That the said owner hereby certifies and declares that it has established and does hereby establish the general plan for the protection of said real property and has fixed and does hereby fix the protective conditions and restrictions upon and subject to which all lots and plots of land described above shall be held, leased, or sold and/or conveyed by it as such owner, and of each owner thereof, and shall inure to and pass with said real property each of which is and are for the benefit of said property each and every lot and shall apply to and bind the respective successors in interest of the present owners thereof, and are and each thereof is imposed upon said realty as a servitude in favor of each property and each and every lot and plot of land as the dominant tenement or tenements as follows, to-wit:

1. That all fences or structures of any nature, built or constructed of wood shall be painted or stained upon completion. No fences shall be constructed in front yards.
2. That no farm or domestic animal, other than family dogs, cats, and other household pets, and no poultry, shall be kept or allowed to be kept on the premises herein described.
3. That no outside lavatories or toilets shall be permitted upon said premises, but all lavatories or toilets shall be built in the interior of buildings erected thereon, and shall be connected with a sewer.
4. That no tent, shack, trailer, basement, garage, or other outbuilding shall at any time be used as a residence either temporarily or permanently and no residence of a temporary character shall be permitted, constructed, or erected upon said property, and no building shall be occupied until fully completed and approved by final inspection of the City of Sunnyvale. Temporary structures needed during construction for workmen and storage of material are permitted.
5. That no prefabricated, prebuilt, or preconstructed dwelling, garage, or outbuilding either in whole or in part at any time be assembled, set or moved upon said property unless approved by architectural committee to be appointed by Grantor.
6. No dwelling shall be erected or placed on any lot having a width of less than 57 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.
7. 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.
8. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standard, and requirements of the County of Santa Clara Public Health Department. Approval of such system as installed, shall be obtained from such authority.
9. That before the placing, erection or alteration, as to exterior or building or buildings upon any lot or any portion thereof, there shall first be furnished to and approved by an Architectural Committee to be designated by the Grantor herein, complete plans and specifications for such building; provided that such building or buildings shall be erected wholly in accordance with such plans and specifications which shall include the location and direction of facing of such building or buildings upon said property, and no building may be erected on said premises without such approval of said Architectural Committee first had and obtained.
10. That any building erected on any of said lots which has been completed shall be deemed to comply with each and all of the restrictions contained herein; and no action shall be brought to enforce said restrictions by reason of any violation occurring in the erection of said building after the same has been completed, anything contained herein on the contrary notwithstanding.
11. That no billboards or signs of any kind shall be erected, maintained, or permitted to remain on any lot in said tract. Notwithstanding anything herein to the contrary, owner, its agents, successors in interest or assigns, may place, erect, and maintain customary signs and offices for its accredited agents upon said tract, and any such signs and offices may be moved from time to time to other locations in said tract, so long as any of the lots in said tract remain unsold.
12. That no noxious or offensive trade shall be carried on upon any said lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
13. That the real property shall be used for a single private residential purpose, one first class dwelling being restricted to each lot. Said dwelling shall be of not less than 1200 square feet of floor area, exclusive of porches, patios, attached garages. Said dwelling shall have a minimum total cost of \$13,000.00.
14. One set of blue prints shall be left with the architect or architectural committee until construction is completed.
15. No 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, mining 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.
16. 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 20 feet to the front lot line, or nearer than 6 feet to any side street line.

(b) No building shall be located nearer than 6 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line.

(c) 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.

17. 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. Within these easements, no structure planting or other material shall be placed or permitted to remain which may interfere or damage the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

18. No fence, wall, hedge or shrub planting which obstruct sight lines at elevations between 2 and 6 feet above thoroughways 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.

19. ARCHITECTURAL CONTROL COMMITTEE. MEMBERSHIP. The Architectural Control Committee is composed of M. H. Podell, Arthur H. Emigh, and R. J. Mathot, 2460 Park Boulevard, Palo Alto, 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.

20. PROCEDURE. The committee's approval or disapproval as required in this 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 thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

The Owner, or its committee appointed by the owner, in approving plans and specifications, will favor generally accepted standard of Northern California, residential designs, and where dwellings have been erected will favor the particular design trend of said buildings in the immediate neighborhood in which construction is proposed. Said Owner or said committee may review style, materials, of construction, color and texture of exterior surfaces, to ascertain that the proposed construction will harmonize with other building in the immediate neighborhood.

IT IS UNDERSTOOD AND AGREED that every conveyance of said real property and shall hereafter be made and accepted and said property is and shall hereinafter be granted only upon and subject to the express conditions, provisions, restrictions, and covenants herein referred to and shall bind the parties hereto and their heirs, devisees, legatees, executors, administrators, successors and assigns.

Such conditions are imposed upon said real property as an obligation or charge against the same for the benefit of each and every lot hereinabove described, and the owner and owners thereof, and with the right of enforcement of said condition and each of them vested in the owner or owners of any one or more of said parcels of real property.

The foregoing restrictions and covenants shall terminate and be of no further force and effect after January 15, 1998, but will automatically be renewed thereafter for successive periods of ten years unless the owners of 51% of the above described parcels of real property shall file a protest or a relinquishment of restrictions in the office of the County Recorder within the year preceding the year 1999, or any other successive date as provided therein.

EXCEPT as otherwise provided herein, if any owner of a lot or lots in said tract, or any persons claiming under him, or the heirs, successors or assigns, of such person, shall violate or attempt to violate any of the conditions provided for herein, it shall be lawful for any other person or persons owning any one or more of said lots in said tract to prosecute any proceedings at law or in equity against any such violator either to prevent him from so doing or to recover damages for such violation or both.

It is the intention of owner to create hereby, a condition subsequent or a condition of forfeiture, or an implied condition of forfeiture, or possibility of reverter in the event of any violation of any of the provisions herein set forth, but it is the intention that the remedy for the enforcement of this general plan of covenants and restrictions shall be an action for injunction to prevent the violation thereof, or by action for damages or for both. Such action or actions shall inure to and pass with each and every of said lots in tract for the mutual benefit of the subsequent owner or owners thereof and their successors and assigns, excepting however, that no action for damages nor for injunction shall lie against, nor shall lie against, nor shall any liability accrue on the part of or against American Guild Homes, a general partnership, or any of the partners, agents, or employees of each partnership, or stockholders or their successors in interest of said partnership, by reason of any violation on their part of any of the provisions herein set forth. In accordance with the foregoing restrictions and provisions, owner hereby expressly disclaims any right whether express or implied, or re-entry upon the said property to enforce the provisions hereof, or to reversion of title thereto.

That in the event any covenant or condition therein contained is invalid, or is held to be invalid or void by any court of competent jurisdiction, such invalidity or voidness shall in no way affect any valid covenant or condition herein contained.

That no waiver of a breach of any of the covenant, agreements, restrictions, and conditions herein contained

shall be construed to permit a waiver of any succeeding breach or the same or any other covenants, agreements, restrictions, or conditions.

IN WITNESS WHEREOF, said Owner has caused this instrument to be duly executed the same day and year first hereinabove written.

AMERICAN GUILD HOMES, a general partnership
By Ripley Development Co., a corporation, a Partner
By Michael H. Podall
By Robert J. Mathot

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

VALLEY TITLE COMPANY OF SANTA CLARA COUNTY
By Don Hancock
Vice-President

AMERICAN SECURITIES COMPANY, a corporation
By J. C. McCarthy
Assistant Vice President
By L. E. Beaulieu
Assistant Secretary

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) ss.

On this 16th day of January, 1963, before me, Carol Ann Stewart, a Notary Public in and for said County and State, personally appeared Michael H. Podall, known to me to be the Vice-President and Robert J. Mathot known to me to be the Assistant Vice-President of Ripley Development Co., the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of American Guild Homes, the partnership that executed the within instrument and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

/s/ Carol Ann Stewart
CAROL ANN STEWART

Notary Public in and for said County and State

STATE OF CALIFORNIA)
County of Santa Clara) ss.

On this 16th day of January in the year one thousand nine hundred and sixty-three before me, Carol Ann Stewart, a Notary Public in and for the County of Santa Clara, State of California, duly commissioned and sworn, personally appeared Don Hancock 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.

Carol Ann Stewart /s/ Carol Ann Stewart
Notary Public in and for the County of Santa Clara
State of California.
My Commission Expires 1/21/64

STATE OF CALIFORNIA)
County of Santa Clara) ss.

On this 16th day of January in the year one thousand nine hundred and sixty-three before me, Carol Ann Stewart, a Notary Public in and for the County of Santa Clara, State of California, duly commissioned and sworn, personally appeared J. C. McCarthy and L. E. Beaulieu known to me to be the Asst. Vice-Pres. & Asst. Secy. 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.

Carol Ann Stewart /s/ Carol Ann Stewart
Notary Public in and for the County of Santa Clara
State of California.
My Commission Expires 1/21/64