

## **To Our Valued Customers,**

The state of California requires the following disclosure to our clients receiving copies of recorded documents:

**“If this document contains any restriction based on age, 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 by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Please contact your escrow or title office with any additional questions or instructions. 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.”**

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2835480

T.I. 256260

DECLARATION OF RESTRICTIONS

THIS DECLARATION, made and dated this 21st day of April, 1965, by EDWARD R. LACROIX and DORIS ANN LACROIX, his wife; JOSEPH SIDERINE and MILDRED SIDERINE, his wife; DUNCAN S. IWAGAKI and SHIRLEY IWAGAKI, his wife.

WHEREAS, said parties are the owners of a certain tract of land situate in the Town of Los Gatos, County of Santa Clara, State of California, described as follows:

ALL OF LOTS 1 through 16, inclusive, as shown upon that certain Tract entitled, "Tract Number 3842", a Map of which was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on April 21, 1965 in Book 193 of Maps, at page 38, to which said Map and the said record thereof, reference is hereby made, and

WHEREAS, said parties are about to sell property shown on said Map, which they desire to subject to certain restrictions, conditions, covenants and agreements between themselves and the purchasers of said property, as hereinafter set forth:

NOW THEREFORE, said parties declare that Lots 1 through 16, inclusive as shown on the Map of "Tract Number 3842", are 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 and one-half stories in height and a private garage for not more than three (3) cars.

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 the 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 \$7,000.00 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 porches

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and garages, shall be not less than 1250 square feet for a one-story dwelling, nor less than 1250 square feet for a dwelling of more than one story.

A-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 40 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 purpose 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.

A-5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 36 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, except that a dwelling may be erected on any original lot as shown on the recorded map.

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, nor shall a house trailer be stored at any time on any lot within 60 feet of the sideline of any street.

A-9. Signs. No sign of any kind shall be displayed to the public view on any lot except 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

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

A-14. Automobiles, Boats and Trailers. No more than one (1) automobile belonging to the owner may be parked on the street at any one time. No boat or trailer may be parked at any time on any lot within 20 feet of the front property line.

PART B. ARCHITECTURAL CONTROL COMMITTEE

B-1. Membership. The Architectural Control Committee is composed of EDWARD R. LACHOIX, DUNCAN S. IWAGAKI and JOSEPH SIDERINE, 1241 Meridian Road, 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, 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 construction has been commenced prior to the completion hereof, approval will not be required and the 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

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shall affect all of the lots as hereinabove set forth and are made for the benefit of the Subdivider and in furtherance of a general plan for the improvement of said Tract. Said Restrictions, Conditions and Covenants shall be binding on all parties and all persons claiming under them until April 21st, 2000, 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 by the record 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 April 21st, 2000, or during any of the extended periods for which they are in force, it shall 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.

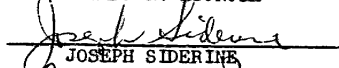
C-3. Subordination. It is further provided that a breach of any of the conditions contained herein or of any re-entry by reason of such breach, shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value as to said premises or any part thereof; but said 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.

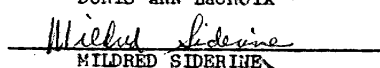
C-4. Severability. Invalidation of any one or more of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

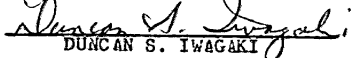
IN WITNESS WHEREOF, the undersigned have hereunto set their hands the day and year first hereinabove written.

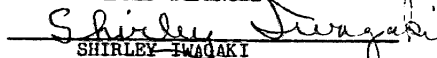
  
EDWARD R. LaCROIX

  
DORIS ANN LaCROIX

  
JOSEPH SIDERINE

  
MILDRED SIDERINE

  
DUNCAN S. IWAGAKI

  
SHIRLEY IWAGAKI

TITLE INSURANCE AND TRUST COMPANY, a Corporation, as Trustee, hereby

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DECLARATION OF RESTRICTIONS  
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consents to the execution of the foregoing Declaration of Restrictions.



TITLE INSURANCE AND TRUST COMPANY,  
a Corporation

BY Paul E. Totto

Vice-President

BY Jan D. Smith  
Assistant Secretary

2835480  
BOOK 6928 PAGE 526  
FILED FOR RECORD  
AT REQUEST OF  
Title Insurance and Trust Company  
APR 21 2 28 PM 1965  
OFFICIAL RECORDS  
SANTA CLARA COUNTY  
PAUL R. TELM  
RECORDER

520

6928

TO 449 C  
(Corporation)

STATE OF CALIFORNIA

COUNTY OF Santa Clara

SS.

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(TI)

On April 21, 1965

State, personally appeared PAUL E. POTTS before me, the undersigned, a Notary Public in and for said

known to me to be the

Vice-President

and JOHN J. BUTLER

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 instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

M. Belgin

Name (Typed or Printed)



(This area for official notarial seal)

TO 447 C  
(Individual)

STATE OF CALIFORNIA

COUNTY OF Santa Clara

SS.

On April 21, 1965

State, personally appeared EDWARD R. LACROIX, DORIS ANN LACROIX,

JOSEPH SIDERINE, MILDRED SIDERINE, DUNCAN S. IWAGAKI and

SHIRLEY IWAGAKI

to be the person S whose name S ARE subscribed

to the within instrument and acknowledged that THEY

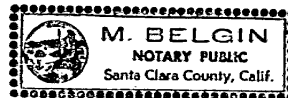
executed the same.

WITNESS my hand and official seal.

Signature

M. Belgin

Name (Typed or Printed)



(This area for official notarial seal)

When recorded return to:

ROY D. REESE  
Attorney at Law  
1 Kearny Street  
San Francisco, Calif. 94104

3178440

BGM 7624 PAGE 129

CHANGE OF MEMBERSHIP  
OF  
ARCHITECTURAL CONTROL COMMITTEE

WHEREAS, the undersigned, CITIZENS FEDERAL SAVINGS  
AND LOAN ASSOCIATION, a corporation, is the owner of 13 of  
the 16 lots in the Town of Los Gatos, County of Santa Clara,  
State of California, described as follows:

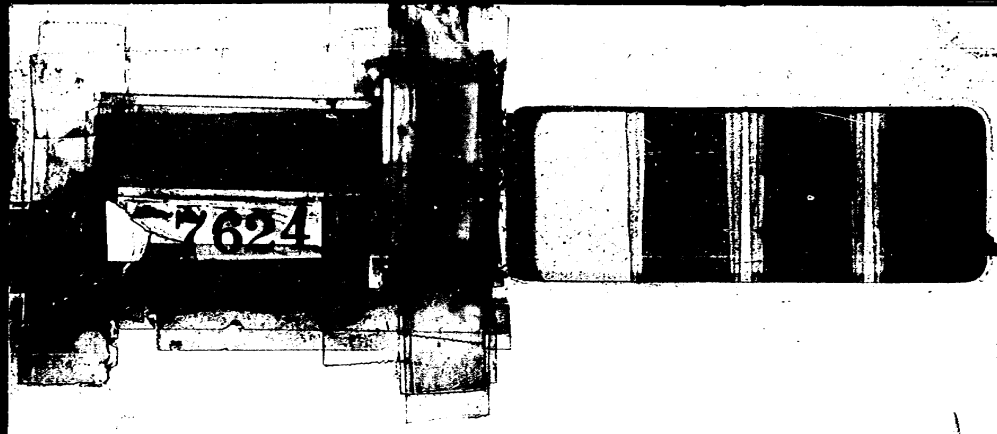
All of Lots 1 through 16, inclusive, as shown  
upon that certain tract entitled, "Tract No. 3842",  
a map of which was filed for record in the office  
of the Recorder of Santa Clara County, State of  
California, on April 21, 1965, in Book 193 of Maps,  
at Page 38; and

WHEREAS, a declaration of restrictions pertaining  
to said lots was recorded on April 21, 1965 in Book 6928 of  
Official Records, at Page 526, in the office of the County  
Recorder of the County of Santa Clara, State of California;  
and

WHEREAS, it is provided in Part B, paragraph B-1  
of said declaration of restrictions with respect to member-  
ship of the Architectural Control Committee, in part as  
follows: "At any time, the then record owners of the major-  
ity 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 or duties.

NOW, THEREFORE, the undersigned, being the record  
holder of a majority of the above described lots, does hereby  
appoint, in substitution for EDWARD R. LACROIX, DUNCAN S.  
IWAGAKI and JOSEPH SIDERINE, the persons stated in said de-  
claration of restrictions as composing the Architectural  
Control Committee, the following named persons: STANLEY G.





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PARTON, GRAHAM L. KINNEY and HERBERT F. PHILLIPS, c/o  
Citizens Federal Savings and Loan Association, 50 North First  
Street, San Jose, California.

DATED: January 24, 1967.

CITIZENS FEDERAL SAVINGS AND LOAN  
ASSOCIATION, a corporation

BY V. Ray Britton  
Vice President

By Roy D. Reese  
Secretary

STATE OF CALIFORNIA )  
City and County of San Francisco ) ss.

On this 24th day of January 1967, before me, a  
Notary Public in and for said City and County and State,  
residing therein, duly commissioned and sworn, personally  
appeared V. RAY BRITTON, known to me to be the Vice Presi-  
dent, and ROY D. REESE, known to me to be the Secretary of  
CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION, the corpora-  
tion that executed the foregoing instrument, and known to  
me to be the persons who executed the same on behalf of the  
corporation therein named, and acknowledged to me that such  
corporation executed the same.

WITNESS my hand and official seal.

3175440

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FILED FOR RECORD  
AT REQUEST OF

ROY D. REESE

JAN 26 9 23 AM 1967

OFFICIAL RECORDS  
SANTA CLARA COUNTY

RECORDER

Gertrude Rauch  
NOTARY PUBLIC - State of California  
Principal Office, City and County  
of San Francisco.

My commission expires April 16, 1969

