

Recorded December 8, 1965 in Book 7205 Official Records, page 185, file 2972900

DECLARATION OF RESTRICTIONS

THIS DECLARATION made and dated this 8th day of December, 1965, by HOPKINS CONSTRUCTION CO., a Corporation. WHEREAS, said party is the owner of a certain tract of land situate in the Town of Los Gatos, County of Santa Clara, State of California, described as follows:

THAT CERTAIN Tract entitled, "Belwood of Los Gatos Unit No. 4, Tract No. 3716", a Map of which was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on December 8, 1965 in Book 203 of Maps, at pages 14 and 15, 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 "Belwood of Los Gatos Unit No. 4, Tract No. 3716," 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 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 two 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 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 \$12,000.00 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 1,100 square feet.
- 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 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.
- 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 except for irregular shaped triangle lots, the width shall be a minimum of 35 feet, nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet, except that a dwelling may be erected or placed on any lot as shown on the recorded Map.
- A-6. Easements. Easements for installation and maintenance of public utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot, and at other locations designated on the Final Map.
- 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 25 feet from the intersection of the street line, 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.
- A-14. Slope Control. The maintenance of those portions of any lot herein graded with or containing a slope equal to or greater than one foot vertically to six feet horizontally (1' to 6') shall be the responsibility of the lot owner upon which said slope exists. Said slope control including, but not limited to, planting and/or the installation of appropriate structures shall be maintained by said lot owners upon their respective lots so that the property below said slope shall be protected from excessive erosion of washing of the earth from the face of the slope during inclement weather and normal watering. Owners of Lots 199, 200 and 201 and of those lots adjacent to and

immediately Northerly of the Northerly boundary of this Subdivision are hereby granted the right to enter upon the slope areas of Lots 175, 176, 177 and 202 through 211, inclusive, that are adjacent to their respective lots to install and maintain sufficient slope control planting to protect their respective lots from erosion and washing should the respective owners of Lots 175, 176, 177 and 202 through 211, inclusive, fail to provide the necessary maintenance of said slope. The reasonable cost of the plants installed on one lot by an adjacent owner in order to maintain a slope above his property shall be paid by the owner of the lot upon which said plants are installed. Any question, dispute, controversy or misunderstanding arising or in connection with these slope control maintenance provisions shall be determined by three arbitrators to be appointed for the purposes as follows:

(a) Within Five (5) days after notice by either party to the other requesting arbitration, One (1) arbitrator shall be appointed by each party. Notice of such appointment, when made, shall be given by each party to the other.

(b) Within Five (5) days after notice by either party to the Secretary of Belwood of Los Gatos Homes, Association, a California Non-Profit Corporation, said Secretary shall appoint a third arbitrator.

(c) The arbitrators shall proceed with due dispatch. The decision of any Two (2) of the Three (3) arbitrators shall be binding, final and conclusive on the parties. Such decision shall be in writing and delivered to the parties and shall be in such form that a judgment may be entered on the decision in the Super for Court of the State of California, in and for the County of Santa Clara.

(d) If either party fails to appoint an arbitrator as provided by this Paragraph, then such arbitrator not so appointed shall be appointed as provided in Subparagraph (b) above.

(e) The expense of any such arbitration, including the full cost of enforcing such decision as a judgment in the Superior Court of the State of California, in and for the County of Santa Clara, shall be borne as the arbitrators direct.

PART B. BELWOOD OF LOS GATOS HOMES ASSOCIATION

B-1. Purpose. The primary purpose of the "BELWOOD OF LOS GATOS HOMES ASSOCIATION" is to operate and maintain for the members of said Association, a Community Recreation Area in accordance with the by-laws of said Association.

B-2. Membership. The owner of each building site to which the covenants apply shall automatically become a member of the "BELWOOD OF LOS GATOS HOMES ASSOCIATION", provided that no person or corporation taking title as security for the payment of money or the performance of any obligation shall thereby become entitled to membership, except the corporation and/or entity that originally transferred title to first building site purchaser. The total Association membership shall not exceed 350 individual site owners purchasing sites within the property described in Deeds recorded in Book 5681 Official Records, at page 635 and in Book 5681 Official Records, at page 639, in the office of the Recorder of Santa Clara County, California. The existing owner of the property shall retain individual memberships until such time as all available individual building sites are sold. Any memberships still remaining after all building sites are sold shall be cancelled.

B-3. Participation. Each member shall participate in the operation of the Association in accordance with the by-laws of said Association. Each member shall pay the pro-rata share of the charges made by the Association with the individual pro-rated share being computed by dividing the total charge by the total number of memberships existing.

B-4. Enforcement of Payment of Pro-rated Charges. The non-payment of charges, made by the Association, by any member for a period of 90 days shall constitute a default on the part of the member for as long as the due charges remain unpaid. The Association shall have the right to maximum chargeable interest on any defaulted payments. The non-payment of Association charges shall constitute a lien upon the individual building site of the member in default upon majority action of the Board of Directors of said Association. Further, all member participation rights, voting rights, and use of association facilities shall be suspended for that member whose payments are in default.

PART C. ARCHITECTURAL CONTROL COMMITTEE

C-1. Membership. The Architectural Control Committee is composed of Stanley Solomon, 1645 South Bascom Avenue, Campbell, California; Syd Carnine, 1645 South Bascom Avenue, Campbell, California and Ed Kirk, 1645 South Bascom Avenue, Campbell, 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.

C-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 D. GENERAL PROVISIONS

D-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 December 8, 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 or them, may be supplemented, changed or rescinded in any or all particulars at any time after December 8, 2000, 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.

D-2. Enforcement. If the parties hereto, or their successors shall violate or attempt to violate any of the covenants hereinbefore December 8, 2000, 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.

D-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.

D-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 and seals the day and year first hereinabove written.

HOPKINS CONSTRUCTION CO.,

a Corporation

BY Ed Kirk /s/

ED KIRK - EXECUTIVE VICE-PRESIDENT

AMERICAN SECURITIES COMPANY, Corporation, as Trustee, hereby consents to the execution of the foregoing Declaration of Restrictions.

AMERICAN SECURITIES COMPANY,

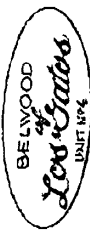
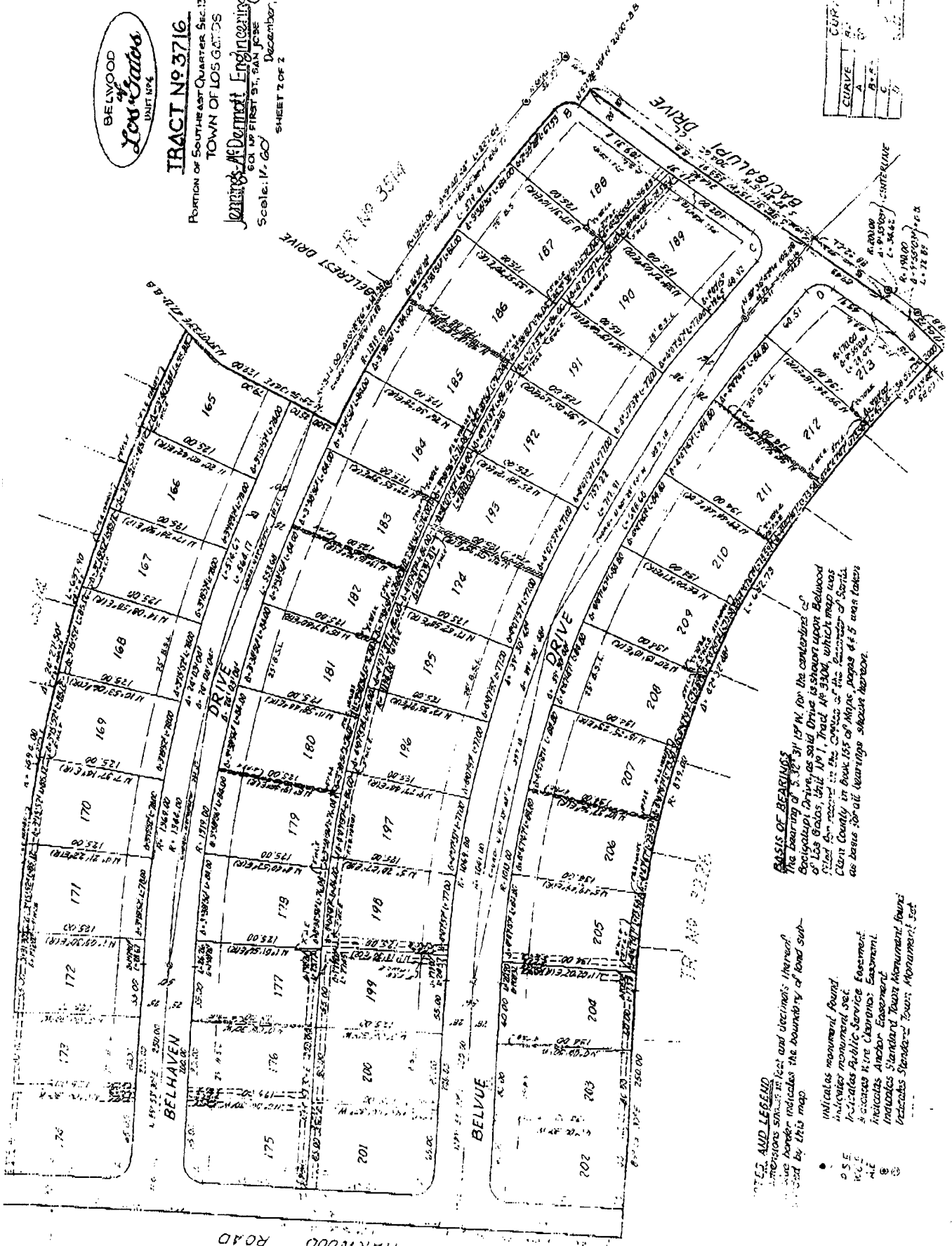
a Corporation

BY William Koves /s/

ASSISTANT VICE PRESIDENT

BY L. E. Beaulieu /s/

Assistant Secretary



TRACT NO 3716

PORTION OF SOUTHEAST QUARTER SEC. 12, T28S R11W,
TOWN OF LOS CABOS

JENNINGS McDEMOTT Engineering
601 W. FIRST ST., SUITE 100
SAN JOSE, CALIF. 95128
Scale: 1/4" = 100'
December, 1964
SHEET 2 OF 2

CURVE	CURVATURE
A	1/1500'
B	1/1500'
C	1/1500'
D	1/1500'
E	1/1500'
F	1/1500'
G	1/1500'
H	1/1500'
I	1/1500'
J	1/1500'
K	1/1500'
L	1/1500'
M	1/1500'
N	1/1500'
O	1/1500'
P	1/1500'
Q	1/1500'
R	1/1500'
S	1/1500'
T	1/1500'
U	1/1500'
V	1/1500'
W	1/1500'
X	1/1500'
Y	1/1500'
Z	1/1500'

BASIS OF BEARINGS
The bearing of S. 31° 31' 19" N. for the centerline of Bacigalup Drive as said Drive is shown upon Belvedere of Los Cabos, Tract No. 1, Tract No. 3300, which map was filed for record in the Office of the Recorder of Santa Clara County on Book 157 of Maps, page 44-5 was taken as basis for all bearings shown hereon.

LEGEND
Dimensions shown in feet and decimals thereof.
Dashed lines indicate the boundary of land submitted by this map.

- indicates monument found.
- S.E. indicates monument set.
- △ indicates Public Service Easement.
- ✱ indicates Fire Clearance Easement.
- ⊕ indicates Anchor Easement.
- ⊙ indicates Standard Town Monument found.
- ⊖ indicates Standard Town Monument set.