

Description: The land referred to herein is situated in the State of California, County of SANTA CLARA, CITY OF LOS GATOS, and is described as follows:

PARCEL C, RECORD OF SURVEY MAP, LANDS OF HAPPY HOMES CONSTRUCTION CO., A PORTION OF THE SOUTHEAST QUARTER OF SECTION 13, T. 8. S., R. 1 W., M.D.M., FILED JULY 9, 1963 IN BOOK 163 OF MAPS, PAGE 43, SANTA CLARA COUNTY RECORDS.

ASSESSOR'S PARCEL NO.: 527-32-023

Order No. 50170379

This is to certify that this is a true copy of the document on file in this office.

ATTEST:

Regina Alencarras

CLERK-RECORDER
Santa Clara, CA
12/12/2016

3367030

DECLARATION OF RESTRICTIONS

52

THIS DECLARATION, made and dated this 12th day of February, 1968, by HOPKINS CONSTRUCTION CO., a California 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, "Tract No. 3920," 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 5, 1966 in Book 208 of Maps, at page 53, 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. 3920", 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 or one detached two family dwelling not to exceed two and one-half stories in height.

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 single family 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.

No two family dwelling shall be permitted on any lot at a cost of less

DECLARATION OF RESTRICTIONS
PAGE 2

then \$18,000.00 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. Each unit of a two-family dwelling shall contain not less than 800 square feet, exclusive of open porches and garages.

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 7,000 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.

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

DECLARATION OF RESTRICTIONS
PAGE 3

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.

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. Lessees of an owner shall be entitled to a Class "C" membership subject to the terms and conditions of the articles of incorporation and by-laws of BELWOOD OF LOS GATOS HOMES ASSOCIATION. The existing owner of the property shall retain individual memberships until such time as all available individual building sites are sold. Any memberships

DECLARATION OF RESTRICTIONS
PAGE 4

still remaining after all building sites are sold shall be cancelled.

B-3. Participation. Each owner member shall participate in the operation of the association in accordance with the by-laws of said association. Each owner member shall pay double the individual pro-rated share of the charges made by the association. The individual pro-rated share being computed by dividing the total charge by total number of owner 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

DECLARATION OF RESTRICTIONS
PAGE 5

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 February 12, _____, 2003, 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 February 12, _____, 2003, 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 _____, 2003, 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 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.

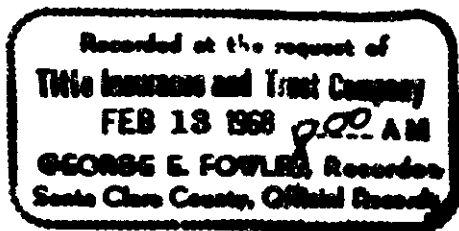
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the day and year first hereinabove written.

3367030

HOPKINS CONSTRUCTION CO.
a California Corporation

BOOK 8023 PAGE 53

BY *Ed Kirk*
ED KIRK EXECUTIVE VICE-PRESIDENT



51

TO 449 C
(Corporation)

BOOK 8023 PAGE 58 (11)

STATE OF CALIFORNIA
COUNTY OF Santa Clara } SS.

STAPLE HERE

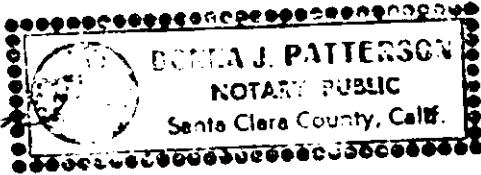
On February 12, 1968 before me, the undersigned, a Notary Public in and for said State, personally appeared Ed Kirk known to me to be the Executive Vice President, ~~and~~

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

WITNESS my hand and official seal.

Signature: *Bonnie J. Patterson*

Name (Typed or Printed)



(This area for official notarial seal)