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FILED FOR RECORD
AT REQUEST OF

5150 H04

JUL 10 11 09 AM 1985

OFFICIAL RECORDS
SANTA CLARA COUNTY
LAURIE KANE
RECORDER

J395 PAGE 1394

RECORDED AT THE REQUEST OF

The City of Saratoga

AFTER RECORDATION RETURN TO

City of Saratoga
Department of Community Development
13777 Fruitvale Ave.
Saratoga, CA 95070

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RMF	5
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COMMON AREA MAINTENANCE AGREEMENT

THIS AGREEMENT, dated 7-1-, 1985, by and between the **CITY OF SARATOGA**, a municipal corporation ("City") and the **FRUITVALE AVENUE UNIT ONE IMPROVEMENT ASSOCIATION**, also known as the **IMPROVEMENT ASSOCIATION OF TRACT 5150**, a non-profit unincorporated association ("the Association"), is made with reference to the following facts:

A. The Association has been established under and pursuant to that certain Declaration of Covenants, Conditions and Restrictions pertaining to Tract 5150, as recorded in the Office of the Recorder for Santa Clara County, California, on August 27, 1972, in Book 9987, Page 715; and

B. The Association is the owner of the common areas as shown on the final subdivision map for Tract 5150 ("the Common Area"), and is responsible under the terms of said Declaration of Covenants, Conditions and Restrictions for the management of the Common Area and the maintenance of all landscaping, walkways, buildings, structures or facilities constructed or installed therein; and

C. City's approval of the subdivision map for Tract 5150 was conditioned upon the execution of an agreement by the owner of the Common Areas for perpetual maintenance of the same.

NOW, THEREFORE, City and the Association agree as follows:

1. The Association, at no cost to City, shall cause the Common Area, including any portion thereof which may be located within any public right of way, to

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be at all times perpetually kept and maintained in good and orderly condition, repair and maintenance, in accordance with the requirements and standards as set forth in the development plan for Tract 5150 and such other requirements as reasonably imposed by City's Director of Maintenance, including, without limitation of the foregoing, the replanting and replacing of any lawns, trees, plants, shrubs and other landscaping that may become diseased, destroyed or die, and the maintenance and repair of all walkways, buildings, structures or facilities now or hereafter located within the Common Area.

2. The implementation of this Agreement may affect the safety and welfare of the residents of City residing in close proximity to the landscaping, landscaped area and other improvements within the Common Area. When, in the opinion of City's Director of Maintenance, said landscaping, landscaped area or other improvements, or any part thereof, have deteriorated to such an extent that they no longer meet the aforementioned requirements and standards, the Director of Maintenance may give written notice of the deficiencies to the Association and a demand for correction thereof. In the event the Association fails to perform and complete the corrective work within ninety (90) days following receipt of the written demand from the Director of Maintenance to do so (or if the corrective work is of such nature that it cannot reasonably be completed within ninety (90) days, then in the event the Association fails to promptly commence such work and prosecute the same diligently to completion), then City shall have the right, but not the obligation, to cause such corrective work to be performed, in whole or in part, by its own agents and employees or by outside contractors retained by City for such purposes. Any and all costs or expenses incurred by City in connection with the performance of the corrective work shall be charged to the Association and will be immediately due and payable by the Association to City. Until such charges are paid in full by the Association, the amount thereof will constitute a lien and encumbrance upon each of the lots within Tract 5150 in the same manner and to the same extent as other dues and charges of the Association. Said lien may be enforced in a civil action brought in the name of City in any Court of competent jurisdiction, or in the alternative, shall constitute a special assessment against said real property and shall be collected at the same time and in the same manner as real property taxes are collected by City, all the provisions relating to tax delinquency being made applicable thereto. Nothing herein contained shall be construed to impose any duty, responsibility, or obligation upon the Director of Maintenance to inspect, visit or otherwise view said landscaping,

landscaped area or other improvements for purposes of determining whether upkeep and maintenance repairs are required pursuant to this Agreement.

3. Any demand by the Director of Maintenance pursuant to Paragraph 2 hereof, requiring the Association to perform corrective work, may be appealed by the Association to the Saratoga City Council by filing a Notice of Appeal with the City Clerk within fifteen (15) days after the Association's receipt of such demand. If an appeal is taken and the demand by the Director of Maintenance is affirmed, or affirmed as modified by the City Council, the period of time for the Association's completion of the corrective work set forth in Paragraph 2 hereof shall begin to run from the date the City Council renders its decision.

4. This Agreement shall constitute a covenant running with the land, and shall be binding upon and inure to the benefit of the heirs, executors, administrators, grantees, successors and assigns of the Association.

5. The persons who execute this Agreement on behalf of the Association hereby represent and warrant to City that they constitute all of the members of the Association.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

IMPROVEMENT ASSOCIATION
OF TRACT 5150

Walter H. Blaseck

Walter H. Blaseck

Kenneth H. Rothmuller

Glenda D. Denis

Nancy J. Mason

CITY OF SARATOGA, a
municipal corporation

By *Virginia Ladin Tanelli*
MAYOR

Kenneth H. Rothmuller

Glenda D. Denis



JUL 10 1985

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) ss.

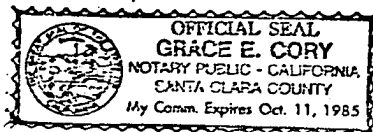
1395 PAGE 1397

On this 5th day of April, 1985, before me, the undersigned Notary Public, personally appeared Anneth A. Rothmuller

- ☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within strument, and acknowledged that they executed it.

WITNESS my hand and official seal.



Grace E. Cory
Notary Public for California

State of California }
County of Santa Clara } ss.

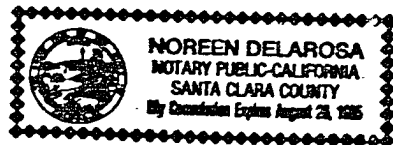
On this the 12th day of April, 1985, before me,

Noreen DeLaRosa

the undersigned Notary Public, personally appeared

Nancy J. Nason

- ☒ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that she executed it.
WITNESS my hand and official seal.



Noreen DeLaRosa
Notary's Signature

GENERAL ACKNOWLEDGMENT FORM 7110 052

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GENERAL ACKNOWLEDGMENT

MO. 201

State of California }
County of Santa Clara } ss.

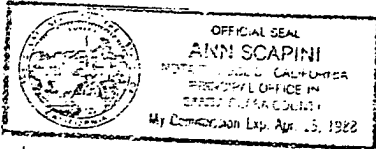
On this the 2nd day of April, 1985, before me,

Ann Scapini

the undersigned Notary Public, personally appeared

Glenda S. Tews

- ☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) SAL subscribed to the within instrument, and acknowledged that SAL executed it.
WITNESS my hand and official seal.



Ann Scapini
Notary's Signature

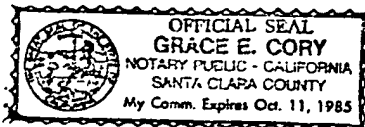
7110 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91364

STATE OF CALIFORNIA
COUNTY OF Santa Clara

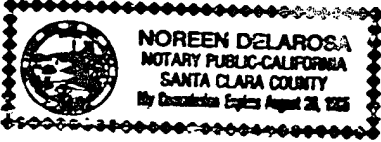
On this 9th day of April, 1985, before me

JUL 10 1985



Grace E. Cory
Notary Public for California

State of California }
County of Santa Clara } ss.
On this the 12th day of April 1985, before me,
Noreen DeLaRosa
the undersigned Notary Public, personally appeared
Nancy J. Nason
☒ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the
within instrument, and acknowledged that she executed it.
WITNESS my hand and official seal.
Noreen DeLaRosa
Notary's Signature

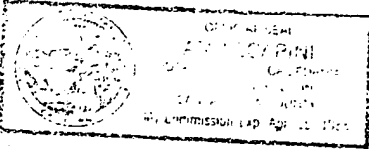


GENERAL ACKNOWLEDGMENT FORM 7110 052 NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • Woodland Hills, CA 91364

GENERAL ACKNOWLEDGMENT

MO. 201

State of California }
County of Santa Clara } ss.
On this the 2nd day of April 1985, before me,
Ann Scarpini
the undersigned Notary Public, personally appeared
Glenda S. Tews
☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) she subscribed to the
within instrument, and acknowledged that she executed it.
WITNESS my hand and official seal.
Ann Scarpini
Notary's Signature



7110 122 NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91364

STATE OF CALIFORNIA

COUNTY OF Santa Clara

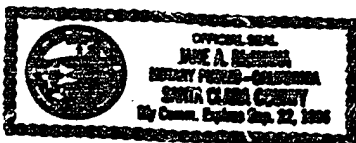
On this 9th day of April 1985, in the year
1985, before me

JANE A. Mc KINNA, a Notary Public, State of California,
duly commissioned and sworn, personally appeared

WALTER A. BLASACK,
personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged to me
that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed
my official seal in the State of California County of
Santa Clara on the date set forth above
in this certificate.

Jane A. McKinna
Notary Public, State of California
My commission expires 9/22/86



This document is only a general form which may be proper for use in simple transactions and in no
way sets, or is intended to set, as a substitute for the advice of an attorney. The publisher does not
make any warranty, either express or implied as to the legal validity of any provision or the
suitability of these forms in any specific transaction.

Cowdery's Form No. 32—Acknowledgement to Notary Public-Individuals (c.c. sec. 1189.)

JUL 10 1985

On this 5th day of April, 1985, before me, the undersigned Notary Public, personally appeared Hennrich A. Rothmuller

() personally known to me
(x) proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that they executed it.

WITNESS my hand and official seal.



Grace E. Cory
Notary Public for California

State of California }
County of Santa Clara } ss.

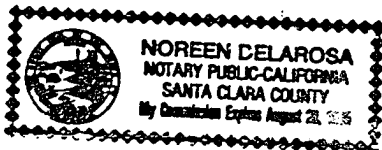
On this the 12th day of April, 1985, before me,

Noreen DeLaRosa

the undersigned Notary Public, personally appeared

Nancy J. Nason

(x) personally known to me
(x) proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the
within instrument, and acknowledged that she executed it.
WITNESS my hand and official seal.



Noreen DeLaRosa
Notary's Signature

GENERAL ACKNOWLEDGMENT FORM 7110 052

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GENERAL ACKNOWLEDGMENT

MO. 201

State of California }
County of Santa Clara } ss.

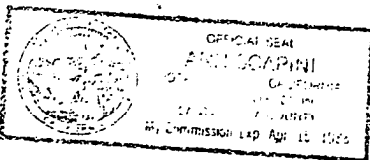
On this the 2nd day of April, 1985, before me,

Ann Scarpini

the undersigned Notary Public, personally appeared

Glenda S. Tewis

() personally known to me
(x) proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) she subscribed to the
within instrument, and acknowledged that she executed it.
WITNESS my hand and official seal.



Ann Scarpini
Notary's Signature

7110 122

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STATE OF CALIFORNIA

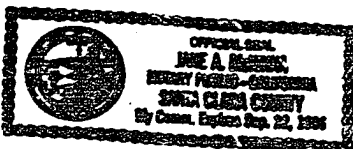
COUNTY OF Santa Clara

On this 9th day of April, 1985, in the year

1985, before me
James H. Mc Kinna, a Notary Public, State of California,
duly commissioned and sworn, personally appeared
WALTER H. BLASER

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California County of Santa Clara on the date set forth above in this certificate.



J395 PAGE 1398

Grace E. Cory
City Clerk

Subscribed and sworn to before me this
2nd day of July, 1985.

Grace E. Cory
GRACE E. CORY
Deputy City Clerk

Government Code §40814

between the CITY OF SARATOGA, a municipal corporation (City) and the
FRUITVALE AVENUE UNIT ONE IMPROVEMENT ASSOCIATION, also known as the
IMPROVEMENT ASSOCIATION OF TRACT 5150, a non-profit unincorporated
association ("the Association"), is made with reference to the following facts:

A. The Association has been established under and pursuant to that
certain Declaration of Covenants, Conditions and Restrictions pertaining to Tract
5150, as recorded in the Office of the Recorder for Santa Clara County, California, on
12/15/1979, Book 2267, Page 715, and

JUL 10 1985