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DECLARATION OF RESTRICTIONS

TRACT NO. 3049 NORTH PARK WOODS UNIT NO. 1

THIS DECLARATION, made this 8th day of November, 1961, by
SOBET BUILDING COMPANY, a Partnership.

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract of land
situated in the City of Sunnyvale, County of Santa Clara, State of
California, and described as follows:

LOTS 1 to 67, inclusive, as shown on that certain Map
entitled, "Tract No. 3049 North Park Woods Unit No. 1", which Map
was filed for record in the office of the Recorder of the
County of Santa Clara, State of California, on November 6,
1961 in Book 140 of Maps, at pages 4 and 5; and

WHEREAS, Declarant is about to sell property shown on said Map
which it desires to subject to certain restrictive covenants between
itself and the purchasers of said property, and between said purchasers;
and

WHEREAS, said restrictive covenants are part of a common plan for
all of said tract and are intended to apply to each lot and plot
situated therein so that each lot or plot sold shall be so restricted
for the benefit of every other lot or plot in said Tract;

NOW THEREFORE, Declarant declares that said property is held and
shall be conveyed subject to the following covenants:

1. Definitions: The word "Lot" as used herein means one of the
numbered lots as delineated upon the said recorded Map of the Tract.
The word "Plot" as used herein means an individual site for a residence;
together with the grounds in connection therewith, whether composed of
one or more lots or combination thereof.

2. Land Use: No plot shall be used except for residential
purposes, and no structure shall be erected, altered, placed or
permitted to remain on a plot other than one detached single-family
dwelling, not to exceed two stories in height, and a private garage and
other outbuildings incidental to the residential use of the plot.

3. Right of Way: Within the rear and side lines of all lots,

RECEIVED & READ

SIGNATURE

DATE

SIGNATURE

DATE

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a right of way five feet in width is hereby provided for and is hereby reserved in all deeds to be hereafter delivered. In the event that a residence is constructed in such a position so that the present lot line is not the building plot line, said right of way shall be located five feet in width within said building plot line. Said right of way may be used for the benefit of owners of lots in said subdivision for the purpose of installing and maintaining sanitary and storm sewers, gas and water pipe lines and electric, power and telephone lines. No structures are to be located over said five foot strips of land other than eaves, fireplaces, steps, open porches, fences, walks, driveways, decorative appurtenances.

4. Setback: No building shall be located on any plot nearer than fifteen (15) feet to the front property line, or nearer than seven and one-half (7 1/2) feet to a side street line; no building shall be located nearer than five (5') feet to an interior property line, for these purposes, eaves, steps, fireplaces, open porches, fences, walks, driveways, and decorative appurtenances shall not be considered as part of a building.

5. Special Circumstances. It is intended that the provisions of Paragraph 3 and Paragraph 4 above, providing for the creation of reserves and free space, be uniformly observed, provided, however, in the case of special circumstances, the Declarant or the Committee hereinafter provided for may, subject to the zoning laws of the City of Sunnyvale, permit digression from the requirements for reserves and setback lines above established in Paragraph 3 and Paragraph 4 to relieve hardship or do equity when the same, in the opinion of Declarant or said Committee is warranted under the particular facts involved.

6. Building Area: No building shall be erected or placed on any plot which has an area of less than 6,000 square feet. No single story dwelling having an area of less than 1,200 square feet, nor a two-story dwelling having a ground floor area of less than 700 square

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feet, exclusive of garages, open porches, and other appurtenances, shall be erected upon any plot. No dwelling shall be permitted on any lot at a cost of less than \$15,000.00 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 permitted dwelling size.

7. Fence: No fence, wall, hedge, or garden appurtenances of any type shall be erected, placed or maintained in the setback area between the dwelling and the front street property line of such residential building plot or nearer than 7-1/2 feet to the side street property line, unless the same do not exceed twenty-four inches in height (measured from the ground on which it stands) and the design and plan for same meet the approval of the Declarant or Committee hereafter provided, nor shall any fence, wall or hedge over six feet in height (measured from the ground upon which it stands) be erected, placed or maintained on any other portion of the residential building plot.

8. Architectural Control:

a. 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. Approval shall be as provided in Part "b" hereof.

b. The Architectural Control Committee is composed of: George

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Ditz, Jr., 26480 Arastradero Road, Los Altos; Leo C. Clements, 1029 Katrine Court, Sunnyvale, and Robert L. Crane, 1421 Webster Road, Palo Alto. 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. 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 thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

9. Miscellaneous: No trailer, tent, shack, garage, barn or other out-building shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary nature be used as a residence, nor shall any trailer, truck or commercial vehicle be stored or parked overnight on any plot in such a manner or place that is visible from the street or adjoining building plots.

10. Landscaping: The front yards of all plots and side street yards of corner plots shall be cultivated and landscaped and shall be maintained in a neat and orderly appearance free of rubbish, trash, and other unsightly things.

11. Prohibited Activities: No trade, commercial, professional nor manufacturing enterprise shall be carried on or conducted upon any lot or plot. No noxious or offensive activity shall be carried on or conducted upon any lot or plot, nor shall anything be done thereon

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which may become an annoyance or nuisance to the neighborhood.

12. Animals: No fowl or animals, other than the usual and common household pets, shall be kept or bred upon any plot.

13. A breach of any of the covenants contained hereof, or any re-entry by reason of any 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 covenants shall be in binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, Trustee's Sale or otherwise.

14. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of a majority of the lots has been recorded, agreeing to change said covenants in whole or in part.

15. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

16. Severability: Invalidation of any one 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.

17. 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

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natural gas shall be erected, maintained or permitted upon any lot.

18. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

19. Amendment: These covenants may be amended, changed, added to, revoked or rescinded at any time by the owners of more than 50% of the lots in said Tract.

IN WITNESS WHEREOF, the said Declarant has executed this instrument the day and year first hereinabove written.

SOBET BUILDING COMPANY,
a Partnership

DITZ-CRANE,
a Corporation, a partner

BY

Robert L. Crane, Secretary

BY

ESCROW ENTERPRISES, INC., a Corporation, as Trustee, hereby consents to the foregoing Declaration of Restrictions.

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Recorded at the request of
California Pacific Title Insurance Co.
DEC 15 1961/12⁴ AM
PAUL R. TEILH, Recorder,
Santa Clara County, Official Records

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ESCROW ENTERPRISES, INC.,
a Corporation

BY

BY

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

} ss.

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On this 14th day of November, 1961, Evelyn M. Wilson, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared ROBERT L. CRANE, known to me to be the Secretary of DITZ-CRANE, a California Corporation, one of the partners that executed the within instrument, and acknowledged to me that said partnership executed the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Evelyn M. Wilson
Notary Public in and for the County of
Santa Clara, State of California
My commission expires: 9/16/62

STATE OF CALIFORNIA,
Santa Clara

} ss.

County of Santa Clara
On this 14th day of November in the year one thousand nine hundred and sixty-one
before me, M. Belgin, a Notary Public in and for the County of
Santa Clara, State of California, duly commissioned and sworn, personally appeared

K. R. Thomas and E. Gelphman
known to me to be the Ass't. Vice-President and Ass't. Secretary
of the corporation described in and that executed the within instrument, and also known to me to be
the person S 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.

M. BELGIN

M. Belgin
Notary Public in and for the County of Santa Clara State of California.

Cowdery's Form No. 28—(Acknowledgment—Corporation).
(C. C. Secs. 1190-1190.1) 2173

My Commission Expires 10-21-63