

# ATTACHMENT D

## NOTICE

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b)(1) of the California Government Code, please take note of the following:

If this document contains any restriction based on 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. 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.

If this cover page is a copy which has been transmitted to you by facsimile, email or other form of electronic transmission, please note that the notice above appears in the original cover page in 14-point bold face type.

4850 702

DECLARATION IMPOSING COVENANTS,  
RESTRICTIONS, EASEMENTS AND AGREEMENTS

AFFECTING

SIERRA VENTURA UNIT NO. 1, TRACT  
NO. 2616

WHICH IS SITUATE IN THE CITY OF LOS ALTOS, COUNTY OF SANTA CLARA  
STATE OF CALIFORNIA

680

FILED  
JUL 11 4 17 PM 1960  
COUNTY OF SANTA CLARA  
RECORDED

4850 702

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned are the owners of a certain tract of land situate in the City of Los Altos, County of Santa Clara, State of California, shown on a Map of Tract No. 2616, Sierra Ventura Unit No. 1, being a portion of the San Antonio Rancho, Los Altos, California, filed for record in the office of the Recorder of the County of Santa Clara, State of California, on the 26th day of May, 1960 in Book 120 of Maps, page 46

All of which property they desire to and intend by these presents to subject to certain conditions, covenants and charges between them and all subsequent purchasers of said property, or any part thereof.

NOW THEREFORE, said owner hereby declares that said property and each and every part hereof is held and shall be conveyed subject to the conditions, covenants and charges set forth in the various clauses and subdivisions of this Declaration to wit:

CLAUSE I. USE AND IMPROVEMENT

A. No buildings other than one detached single family private residence, a private garage for use of the occupants of such residence and other usual and appropriate outbuildings, strictly incident and appurtenant to a private residence, shall be erected or maintained on any lot or plot in this subdivision, and no use whatsoever except in connection with its use and improvement as the site and grounds of a private residence shall be made of any lot or plot in this subdivision.

B. No business, or commercial, or manufacturing enterprise or activity shall be conducted on any lot or within any property in this subdivision. No trucks, trailers, equipment, lumber, binds, or goods of any kind used in connection with any trade, business or service shall be kept or stored in the open in a manner to constitute an eyesore or annoyance to neighboring properties or be unsightly when viewed from the street; nor shall anything be done upon any lot inconsistent with its intended use as the site and grounds of a private single family residence.

The term "private residence" is intended to exclude every form of multi-family dwelling, boarding or lodging house, sanitarium, hospital and like, but is not intended to exclude a proper "guest house" for the entertainment of social guests nor servants quarters for servants or other employees employed upon the premises.

C. The owners of all lots within the subdivision shall accept the surface run-off from the higher lots or adjacent parcels with the exception of roof run-off which shall be carried in full gutters and down spouts and disposed of without infringing upon adjacent property owners except where storm drainage easements have been provided. Said roof run-off shall be disposed of in storm drainage easements provided. Concentrated surface run-off shall also be disposed of within or through the drainage easements provided as shown the attached map of the subdivision.

Owner or owners of the respective parcels of land in, on or through which such easement runs shall keep and maintain the drainage easement and the drainage system in, on or through the land owned by him, her or them, in good condition and working order at his, her or their expense.

12X

Ashi Development Corporation may, if it so desires, enter in and on any of said property through which said drainage easement and system is located, to repair, replace and/or maintain such easement and drainage system.

It shall be the obligation of the contractor or lot purchaser to furnish Ashi Development Corporation with a tentative grading plan indicating disposition of run-off.

**CLAUSE II. "PRESERVATION OF VIEW"**

No tree, shrubbery, or other obstruction of any kind shall be planted, erected, or maintained on any lot in such a manner as to unreasonably obstruct or interfere with the view obtainable from the building plot for the principal residence of any other lot. The question of unreasonableness shall be determined by the Architectural Committee provided in Paragraph XV hereof. The determination of the Committee shall be final and shall be binding upon every lot owner in the subdivision. Native trees whose trunk exceeds 15 inches in diameter are not to be removed without approval of the architectural control committee.

**CLAUSE III. MINIMUM AREA AND COST OF RESIDENCES**

The principal residence building on any lot or plot shall be constructed thereon and not be moved on from some other location and shall not cover a ground floor area of less than 1500 square feet, if a single story dwelling. Ground floor area shall exclude any attached garage, open porch, terrace, stoop, steps and like appurtenances not enclosed by the proper walls of the residence building. The principal residence shall cover a ground floor area of not less than 1200 square feet, if a one and a half or two story structure, with an additional area of at least 500 square feet on the second floor.

**CLAUSE IV. SET-BACK LINES**

No building shall be erected on any residential building plot nearer than 25 feet to the front line, nor nearer than 20 feet to any side street line, nor nearer than 10 feet to the side lot line; except a garage which is located behind a line 30 feet from the front set-back line does not have to be 10 feet from the side line.

**CLAUSE V. EASEMENTS**

Easements, as indicated upon the recorded Map of this subdivision, are reserved for the installation and maintenance of sewers, pole lines, utilities, rights of way and other uses for public or quasi-public good. No buildings shall be placed upon such easements or interference be made with the free use of the same for the purposes intended.

**CLAUSE VI. SIGNS**

No billboards or other advertising device shall be erected or placed upon any lot or plot in this subdivision. No more than one "For Sale, Lease or Rent" sign shall be displayed upon any single lot or plot and such sign shall not be larger than eighteen (18) inches by twenty-four (24) inches; provided, however, during the subdivision and sale of lots in this tract the owner or his agent may erect and display larger signs, and construct a sale's office.

**CLAUSE VII. 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

4850 PAGE 704

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.

#### CLAUSE VIII. SIGHT DISTANCE AT INTERSECTIONS

No fence, hedge or other screening shall be permitted, constructed placed or located on any lot closer than 15 feet to the front property line thereof, nor closer than 8 feet to the side property line of corner lots; nor shall any such fence, hedge or other screening, wherever constructed, placed or located on any lot, have a greater height than six (6) feet above the finished graded surface of the ground upon which the same is constructed, placed or located. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the 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 intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

#### CLAUSE IX. LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet, except that any lot shown upon the recorded Map may be built upon.

#### CLAUSE X. 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. The committee hereinafter referred to is to determine what is noxious or offensive activity.

#### CLAUSE XI. CARE OF PROPERTIES

All vacant lots in this subdivision shall at all times be kept free of rubbish and litter and weeds and grass shall be disked out or kept well mown so as to present a tidy appearance. The yards and grounds in connection with all improved properties shall be at all times kept in a neat and slightly condition and shall be cultivated and planted to any extent sufficient to maintain an appearance not out of keeping with that of typical improved properties in this subdivision.

#### CLAUSE XII. TEMPORARY DWELLINGS

No structure or building of a temporary character other than a completed proper residence designed as such, shall be used, parked, stored and occupied as a dwelling place on any lot or plot in this subdivision. No tents, trailers, or other temporary habitation are to be used.

CLAUSE XIII. COMPLETION OF CONSTRUCTION

BOOK 4850 PAGE 705

Any residence or other building in this subdivision the construction of which has been started, shall be completed without delay, except when such delay is caused by acts of God, strikes, actual inability of the owner to procure delivery of necessary material, or by interference by other persons or forces beyond the control of the owner to prevent. Financial inability of the owner or his contractor to secure labor or materials or discharge liens or attachments shall not be deemed a cause beyond his control.

In the event of cessation of construction of any building for a period of 120 days where such cessation is not excused by the provisions hereof, the existence of such incompleting building shall be deemed to be a nuisance and the undersigned or any other owner of property subject to the Declaration shall have the right to enter upon said incompleting property and remove same or carry such construction work to completion, and the expenses incurred in connection with the removal or completion of such building shall become a lien upon the land and improvements thereon upon which such building is located, which lien may be foreclosed either as a mechanics lien and/or a mortgage made on real property.

The right to remove any improvements, as herein provided shall be subject to all rights of any mortgagee under any mortgage encumbering said land or any trustee or beneficiary in any Deed of Trust which is a lien on or charge against the title to said land.

CLAUSE XIV. KEEPING OF FOWL, ANIMALS, ETC.

No roosters, bantam roosters, chickens, geese, ducks, pigeons, turkeys, guinea fowl, rabbits or hooved livestock shall be kept on any premises in this subdivision. Birds, if kept in cages will be allowed, but are not to be raised for commercial purposes, and no more than 2 cats or 2 dogs shall be kept on any premises in this subdivision. The foregoing is intended to exclude the keeping of any such pets in numbers ordinarily objectionable in closely built up residential sections.

CLAUSE XV. APPROVAL OF PLANS

a. No building, fence, wall or other permanent structure shall be erected, altered or placed on any lot or plot in this subdivision until building plans, specifications, and plot plans showing the location, height and external design thereof have been submitted to and approved in writing as to conformity and harmony of external design, and as not interfering with the reasonable enjoyment of any other lot or plot, by a committee composed of FRANK W. SAUL, ARTHUR E. HILLIER, JACK L. RAABE, IRA R. ANDERSEN, and WILLIAM B. RICHARDS JR., a majority of the committee may designate a representative to act for it. This committee will not approve the plans of any structure which is not artistic and of an architectural type, suitable to a rural suburb. No lot shall be resubdivided except upon approval of the committee.

REV. 4850 PAGE 708

REV. 4850 PAGE 706

failure by said Committee or its designated representative to approve or disapprove such plans and specifications within 30 days after receipt of a proper presentation, then approval of such plans and specifications will be deemed to have been made, provided such proposed construction complies with all other provisions of this Declaration.

c. In the event any member of said Committee resigns or is unable to act, the remaining member or members shall appoint his successor. Pending his appointment, the remaining member or members shall discharge the functions of the Committee.

d. If at any time said Committee shall by appropriate statement, recorded in the office of the County Recorder of Santa Clara County, relinquish the right hereinabove reserved to appoint and maintain said Architectural Committee, or be unable so to act, the then record owners of 51% or more of the lots in this subdivision may elect and appoint a committee of 3 or more of such owners to assume and exercise all the powers and functions of the Committee hereinabove provided for in paragraphs a, b, and c of this clause.

No member of any Architectural Committee, however created, shall receive any compensation or make any charge for his services as such.

#### CLAUSE XVI. FAILURE TO ENFORCE

The various restrictive measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each property in the said subdivision, and failure by the Declarant or any other person or persons entitled, so to do to enforce any measure or provisions upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right so to do.

#### CLAUSE XVII. SEVERABILITY

The various measures and provisions of this Declaration are declared to be severable, and the holding invalid of any one measure or provision shall not affect any other measure or provision.

#### CLAUSE XVIII. SUBORDINATION TO MORTGAGES AND DEEDS OF TRUST

Nothing contained in this Declaration shall impair or defeat the lien of any Mortgage or Deed of Trust, but title to any property subject to this Declaration obtained through sale in satisfaction of any Mortgage or Deed of Trust shall thereafter be held subject to all of the measures and provisions thereof.

#### CLAUSE XIX. TERMS OF RESTRICTIONS

These covenants, restrictions and agreements are to run with the land and shall continue in full force and effect until date of April 15, 1990. Thereafter the same shall be automatically renewed for successive periods of 10 years, unless by a properly executed and recorded statement of the then owners of a majority or more of the lots in said subdivision, said owners elect to terminate or amend said restrictions in whole or in part. Provided further that the owners of 75% of the lots in said subdivision may elect to terminate or amend said restrictions in whole or in part at any time prior to April 15, 1990.

CLAUSE XX. WAIVER OR MODIFICATION.

The undersigned further reserves to itself, its successors and assigns, the right from time to time to waive, release or modify the restrictions, conditions, covenants and agreements herein contained to the extent which may be convenient or necessary for the proper installation, maintenance and repair of public utilities or other public services for use upon or for service to the property which is or may be subject hereto and said rights reserved by this paragraph shall be assignable as provided in Clause XXI hereof.

BOOK 4850 PAGE 707

CLAUSE XXI. ASSIGNMENT

The undersigned, its successors and assigns, shall have the right at any time hereafter to assign any or all of the rights, powers and privileges hereinabove retained by the undersigned for itself, its successors or assigns, with respect to all or any portion of the property subject to the foregoing restrictions, conditions, covenants and agreements. The assignment shall be accomplished by the recordation of a written assignment executed and acknowledged by the undersigned, its successors or assigns.

For the purpose of the Declaration no person shall be deemed a "successor or assign" of the undersigned for the purpose of exercising any rights, powers or privileges reserved hereby to the undersigned, its successors and assigns, by virtue of any conveyance or contract of sale executed by the undersigned unless such conveyance or contract of sale shall expressly refer to such reserved rights and state that they are intended to be assigned thereby.

CLAUSE XXII ENFORCEMENT AND REMEDY

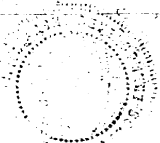
Each grantee of a conveyance or purchaser under a Contract or Agreement of Sale by accepting a Deed or a Contract of Sale or Agreement of Purchase, accepts the same subject to all of the covenants, restrictions, easements and agreements set forth in this Declaration and agrees to be bound by the same.

Damages for any breach of the measures and provisions of this Declaration are hereby declared not to be adequate compensation, but such breach and/or the continuation thereof may be enjoined or abated by appropriate proceedings by the Declarant, or by an owner or owners of any other lot or lots in said subdivision. If suit is instituted to enforce any of the provisions of this declaration, the owner or owners against whom such suit is instituted hereby agree to pay costs and reasonable attorney's fees incurred by any person or persons or corporation duly authorized to prosecute such suit.

IN WITNESS WHEREOF, the party hereto has executed and sealed this instrument this 27th day of May, 1960.

ASHI DEVELOPMENT CORPORATION, as owners

By Frank H. Paul, President  
By Arthur E. Hillier, Secretary



THE FOREGOING IS HEREBY CONSENTED TO AND APPROVED BY:

AMERICAN SECURITIES COMPANY, as Trustee

By CC Smith, ASST. Vice President  
By W. Davis, ASST. SECRETARY



STATE OF CALIFORNIA,

County of Santa Clara } ss.

BOOK 4850 PAGE 708

On this 27th day of May in the year one thousand nine hundred and sixty

before me, the undersigned, a Notary Public in and for the County of Santa Clara

State of California, residing therein, duly commissioned and sworn, personally appeared  
Frank W. Saul and Arthur E. Hillier  
President and Secretary respectively  
known to me to be the of the corporation described in and that executed the within instrument, and also known to me to be the person 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.

Notary Public in and for the County of Santa Clara  
Anthony J. Sota State of California  
My Commission Expires March 24, 1964

Notary's Form No. 28—(Acknowledgment—Corporation).  
(C. C. Sm. 1196-1204.1) 57500

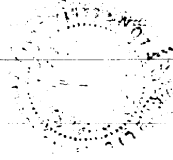
STATE OF CALIFORNIA,

County of Santa Clara } ss.

On this 31st day of May in the year one thousand nine hundred and Sixty

before me, H. S. Scott, a Notary Public in and for the County of Santa Clara,  
L. C. Smith and C. Davis

State of California, residing therein, duly commissioned and sworn, personally appeared  
Asst-Vice President and Asst-Secretary  
known to me to be the of the corporation described in and that executed the within instrument, and also known to me to be the person 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.

Notary Public in and for the County of Santa Clara State of California.  
H. S. Scott  
My Commission Expires 4-6-61

(Acknowledgment—Corporation).