

DECLARATION OF RESTRICTIONS, CONDITIONS,
COVENANTS, CHARGES AND AGREEMENTS AFFECTING THE
REAL PROPERTY KNOWN AS

GREENMEADOW

WHICH IS SITUATE IN THE CITY OF PALO ALTO,
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

DECLARATION made and dated the 8'th day of July, 1954, by Valley Title Company of Santa Clara County, a corporation.

WHEREAS, Valley Title Company of Santa Clara County, the owner and subdivider of a certain tract of land in the City of Palo Alto, County of Santa Clara, State of California, shown upon a Map entitled, "Green Meadow", which said Map was filed for record in the office of the County Recorder of the County of Santa Clara, State of California, on the 7'th day of July, 1954 in Book 50 of Maps, at pages 50 and 51.

WHEREAS, Valley Title Company of Santa Clara County, is about to sell property shown on said Map which it desires to subject to certain restrictions, conditions, covenants and agreements between it and purchasers of said property as hereinafter set forth:

NOW, THEREFORE, Valley Title Company of Santa Clara County, declares that the property shown on said Map is held and shall be conveyed subject to restrictions, conditions, covenants and agreements between it and the purchasers of said property and their heirs, successors and assigns, as hereinafter set forth.

1. 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, not to exceed one story in height and a private garage for not more than two cars.

2. 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 or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be as provided in Paragraph 9.

3. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1100 square feet for a one-story dwelling.

4. No building shall be erected on any building plot nearer than 20 feet to the front street line, nor nearer than 5 feet to any side lot line, except that the side line restrictions do not apply to a

detached garage located on the rear one-half (1/2) of the lot.

5. No dwelling house shall be erected upon any lot or plot resulting from rearrangement or re-subdivision of original lots, as shown upon the recorded Map of this subdivision.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. 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.

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8. No fowl or animals, other than household pets of the usual kind and in a reasonable number, shall be, or be suffered to be, kept or maintained in said tract.

9. The architectural control committee is composed of Joseph L. Eichler, John Harlow and Valley Title Company of Santa Clara County. 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 (sic) instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

10. 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 constructions has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been full (sic) complied with.

11. 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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period (sic) of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

12. 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.

13. 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.

The breach of the foregoing restrictions and covenants or any entry by reason of such breach shall not defeat or render invalid the lien of

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any Deed of Trust on said premises but in the case of foreclosure and sale thereunder, the purchaser shall take title subject to all of said restrictions and conditions.

IN WITNESS WHEREOF, the undersigned has executed and sealed this instrument the day and year first above written.

VALLEY TITLE COMPANY OF SANTA CLARA COUNTY

(Seal)

By: (sig) Don Edwards
President

By: (sig) Clyda Edwards
Secretary

The foregoing Declaration of Restrictions is hereby consented to and approved

By: (sig) Don Edwards
President

By: (sig) Clyda Edwards
Secretary

(There follows a standard Notary Public declaration of witness and authentication of the signatures of Don Edwards and Clyda Edwards, dated the 8th of July 1954....the Notary's signature being illegible)

The document also bears a rubber-stamped notation of the Book and Pages of record and stating "Filed For Record at request of Valley Title Company Jul 12 3:45 PM 1954 Official Records, Santa Clara County" and bearing the facsimile signature of the then County Recorder.