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

GREENMEADOW UNIT NO. 2  
TRACT NO. 1401

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

DECLARATION made and dated the 23rd day of December 1954 by San Jose Abstract & Title Co., a corporation.

WHEREAS, San Jose Abstract & Title Co., a corporation, 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, "Tract No. 1401 Greenmeadow Unit No. 2 being a portion of Lots 5 and 6 of the J. J. Morris Real Estate Co's. Subdivision of the M. S. Loucks Tract within the City of Palo Alto, Santa Clara County, California", 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 23rd day of December, 1954 in Book 53 of Maps, at page 55.

WHEREAS, San Jose Abstract & Title Co., is about to sell property shown on said Map which it desires to subject to certain restrictions, conditions, covenants and agreements between it and the purchasers of said property as hereinafter set forth:

NOW THEREFORE, San Jose Abstract & Title Co. 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 herein 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, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be provided in Paragraph 12.

3. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1500 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 6 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.

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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.

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. No trailers are to be parked in subdivision where they are visible from street.

10. No trucks may be parked in driveways.

11. The architectural control committee is composed of J. L. Eichler, Edward Eichler and Richard Eichler. 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.

12. 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 fully complied with.

13. 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 periods 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.

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

15. Invalidation of any one of these covenants by judgment or court order shall in no way 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 any Deed of Trust on said premises but in case of foreclosure and sale thereunder, the purchaser shall take title subject to all of said restrictions and conditions.

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

SAN JOSE ABSTRACT & TITLE CO.

By (sig) A. V. Wildblood  
Vice-President

(Seal)

By (sig) E. L. Andersen  
Assistant Secretary

(There follows a standard Notary Public declaration of witness and authentication of the signatures of A. V. Wildblood and E. L. Anderson, dated the 23rd of December 1954....plus the Notary's signature)

The document also bears a rubber-stamped notation of the Book and Pages of record and stating "Filed For Record at request of San Jose Abstract & Title Co. 1954 Dec 23 PM 2:17 Official Records, Santa Clara County" and bearing the facsimile signature of the then County Recorder.

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AMENDMENT TO RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the San Jose Abstract & Title Co., a corporation, did on December 23, 1954 in the office of the County Recorder of the County of Santa Clara, State of California, record a Declaration of Restrictions, Conditions, Covenants, Charges and Agreements in Book 3041 of Official Records, at page 316, affecting the real property known as Tract No. 1401 Greenmeadow Unit No. 2, which Map was filed for record in the office of the County Recorder of the County of Santa Clara, State of California, on the 23rd day of December, 1954 in Book 53 of Maps, at page 55.

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AND WHEREAS, the undersigned is the owner of the lots in said subdivision,

AND WHEREAS, it is the desire of the undersigned that the said restrictions be amended,

NOW THEREFORE, the undersigned does hereby declare that said restrictions be amended as follows:

16. No sign of any kind shall be displayed to the public view on any lot advertising the property for sale.

17. No basketball courts or basketball baskets shall be constructed or used on any lot where they will be visable from the street.

IN WITNESS WHEREOF, the undersigned has executed and sealed this instrument this 14th day of January, 1955.

SAN JOSE ABSTRACT & TITLE CO.

(Seal)

By (sig) A. V. Wildblood  
Vice-President

By (sig) G. E. Campbell  
Assistant Secretary

(There follows a standard Notary Public declaration of witness and authentication of the signatures of A. V. Wildblood and G. E. Campbell, dated the 17th of January 1955....plus the Notary's signature)

The document also bears a rubber-stamped notation of the Book and Page of record and stating "Filed For Record at the request of San Jose Abstract & Title Co. Jan 18 9:45 AM 1955 Official Records, Santa Clara County" and bearing the facsimile signature of the then County Recorder.