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BOOK 9758 PAGE 240

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

BOOK 9733 PAGE 594

THIS DECLARATION, made on the date hereinafter set forth by LARWIN-NORTHERN CALIFORNIA, INC., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Santa Clara, State of California, which is more particularly described as:

All of the lots as shown on the Map of "Tract No. 4992" which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on July 23, 1971 in Book 286 of Maps, pages 52 and 53.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to WILLOW-GLEN HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common area" shall mean all real property owned by the Association for the common use and enjoyment of the owners together with the recreational facility located thereon. The common area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

LOTS 38 through 42 inclusive, as said Lots are shown on Map of "Tract No. 4953", filed in Book 282 of Maps, at Pages 30 and 31, Santa Clara County Records.

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BOOK 9758 PAGE 240

RE - Recorded at the request of
Valley Ditch Company

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George E. Fowles, Recorder
Santa Clara County, Official Records

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BOOK 9733 PAGE 594

Recorded at the request of
Valley Ditch Company

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George E. Fowles, Recorder
Santa Clara County, Official Records

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Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

Section 6. "Declarant" shall mean and refer to LARWIN-NORTHERN CALIFORNIA, INC., its successors and assigns if such successors or assigns should acquire more than One (1) undeveloped lot from the Declarant for the purpose of development.

Section 7. "Member" shall mean and refer to every person or entity who is membership in the Association.

Section 8. "Mortgage" shall mean the establishment of a lien upon a lot to secure the performance of an obligation.

Section 9. "Mortgagee" shall mean a person or entity to whom a mortgage is made; "Mortgagor" shall mean a person or entity who mortgages his or its property to another, i.e., the maker of a mortgage.

Section 10. Wherever the word "Deed of Trust" is used herein, it shall mean and be synonymous with the word "mortgage", and the same be used interchangeably with the same meaning; and likewise, the work "Beneficiary" shall be synonymous with the word "Mortgagee"

ARTICLE II

USE RESTRICTIONS PERTAINING TO RESIDENTIAL LOTS

Section 1. The properties described herein except the common area, shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than One (1) single-family dwelling not to exceed Two (2) stories in height, and a private garage for not more than Three (3) cars and other out-buildings incidental to residential use of the lots.

Section 2. All buildings erected or constructed on any lot shall conform to the ordinances and statutes pertaining thereto.

Section 3. No building shall be located on any lot nearer to the front lot line or side street line, nor nearer to the side or rear yard line of such lot than shall be permitted by the ordinances and regulations of the applicable governmental agency governing the same, nor in any event closer to the front and side yard lines than established by the original construction of such building; provided that no side yard set-back shall be required for a garage or other permitted accessory building located Thirty (30) feet or more from the front lot line. For the purposes of this covenant, eaves, steps and open porches shall not be construed to permit any portion of a building on a lot to encroach upon any other lot.

Section 4. No noxious or offensive trade or activity shall be carried on upon any lot described herein, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

Section 5. No trailer, basement, tent, shack, garage, bar or other out-building erected on any lot described herein, shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 6. No residence shall be erected or permitted on any lot or building plot in said tract containing less than Nine Hundred (900) square feet of floor area. Such area shall be exclusive of attached garage and open entries, porches patio or basement. The minimum required floor shall be deemed to include the total enclosed floor area of the residence, building measurements to be taken for this purpose from the outerfacing of exterior walls.

Section 7. No derrick or other structure designed for use in boring, mining, or quarrying for oil or natural gas, or precious minerals, shall be erected, maintained or permitted upon any lot in said tract, provided that nothing in this Declaration shall be construed to restrict a public utility from erecting, maintaining and operating upon any lot owned by it in said tract, a well, housing and equipment for the purpose of extracting water from the subsurface and/or for the treatment, storage and distribution of water through the system of such public utility.

Section 8. No sign, billboard or other advertising device of any character shall be erected or maintained upon any part of said tract or on any lot therein; excepting, however, One (1) sign for each lot (with dimensions of not more than Eighteen (18) inches by Twenty-Four (24) inches) advertising such lot for sale or rent; and provided, further, that Declarant (or its successors or assigns) may erect and maintain within said tract such signs, billboards and other advertising device or structures as Declarant (or said successors or assigns) may deem necessary or proper in connection with the development, subdivision and sale of said tract or the lots therein.

Section 9. No radio or television receiving or transmitting antennae or external apparatus shall be installed on any lot. Normal radio and television installations wholly within a building are excepted.

Section 10. Easements for installation and maintenance of the utilities, sewer pipelines and facilities and drainage facilities over each of said lots, and all pipelines and other facilities located and to be located in said easements are reserved as shown on the said recorded map. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or a utility company is responsible. In addition, all sewer pipelines and other sewer facilities located and to be located within public roads, streets and highways abutting each of said lots are reserved.

Section 11. Breach of any of the covenants in this Declaration 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 lots or property, or any part thereof, but such provisions, restrictions or covenants shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

ARTICLE III
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed Thirty (30) days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

COLLECTOR
HEARD

(c) the right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast Two-Thirds (2/3) of the votes of each class of membership has been recorded agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than Thirty (30) nor more than Sixty (60) days in advance;

(d) the right of the Association to limit the number of ~~g~~ of members;

(e) the right of the Association to establish uniform rules and regulations pertaining to the use of the common area and the recreational facilities located thereon;

(f) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving or reconstructing the common area and facilities thereof and in aid thereof, to mortgage said property, provided that the rights of such mortgagee shall be subordinated to the rights of the members;

(g) the right of Declarant or the developers of other tracts within the area described in Exhibit "A" hereof (and their respective sales agents and representatives) to the non-exclusive use of the common area and the facilities thereof, for display and exhibit purposes in connection with the sale of residential units within such tracts, which right Declarant hereby reserves, provided, however, that such use shall not be for a period of more than Three (3) years after the conveyance of the common area to the Association, or the sale of all the residential lots in said tract, whichever is the earlier; nor shall the members be otherwise restricted in their use and enjoyment of said common area.

PROPERTY

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the common area to the members of his family, his tenants, or contract purchasers who reside on the property.

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Section 3. Waiver of Use. No member may exempt himself from personal liability for assessment duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the common area or by abandonment of his lot.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

PROPERTY

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Section 1. Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. Transfer. The membership held by any owner of a lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such lot, and then only to the purchaser or mortgagee of such lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the owner of any lot should fail or refuse to transfer the membership registered in his name to the purchaser of such lot, the Association shall have the right to record the transfer upon the books of the Association and issue a new certificate to the purchaser; and thereupon the old certificate outstanding in the name of the seller shall be null and void as though the same had been surrendered.

Section D. Voting. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to One (1) vote for each lot owned. When more than One (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than One (1) vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to Three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (2) Two (2) years from the date of the issuance of the most recent Public Report for a phase of the overall development, or
- (3) on December 31, 19 74.

ARTICLE V

COMMON AREA

Section 1. Conveyance of the Common Area. Prior to the first conveyance to an individual owner of any lot in this tract which lot is improved with a single-family residential structure, there will be conveyed to the Association the common area, described as:

All that certain real property situated in the City of San Jose, County of Santa Clara, State of California, being all of Lots 38 through 42 inclusive, as said lots are shown on Map of Tract 4953 filed in Book 282 of Maps at Pages 30 and 31, Santa Clara County Records.

Such conveyance shall be made free and clear of all encumbrances and liens except current real property taxes, which taxes shall be prorated to the date of transfer, and easements for utility and drainage purposes and conditions, restrictions and reservations then of record, including those set forth in this Declaration.

Said common area shall be used and maintained as a private park and recreational area for purposes incidental thereto. Said common area shall be for the exclusive use and enjoyment of the owners of lots in this tract and of the owners of the lots in other tracts located within the area described in Exhibit "A" hercof, provided that such additional tracts have complied with the annexation provision set forth in Article IX, Section 4.

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties and any other lots annexed thereto pursuant to the provisions of this Declaration, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of operating the Association for the benefit, welfare and enjoyment of its members, and in this connection, for the maintenance and improvement of the common area and the facilities thereon, and to provide funds for the Association to carry on its duties set forth herein, or in its Articles of Incorporation and By-Laws.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be FOURTY ONE DOLLARS AND TWENTY EIGHT CENTS Dollars (\$41.28) per lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than Three Percent (3%) above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above Three percent (3%) by the vote or written assent of Fifty-one percent (51%) of each Class of members.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of Fifty-one percent (51%) of each class of members.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Any action authorized under Section 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all

members not less than Thirty (30) days nor more than Sixty (60) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite Fifty-one Percent (51%) of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than Thirty (30) days from the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least Thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. The regular assessments as to subdivision units brought under this Declaration by annexation shall commence with respect to all lots within each such subdivision on the first day of the month following the conveyance of the common area in such tract to the Association, and in the event there is no common area in a particular tract, then on the first day of the month following the conveyance of the first lot therein to an individual owner.

Section 8. Certificate of Payment. The Association shall, upon demand, furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified lot have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessment created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the common area; and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of California. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within Thirty (30) days after the due date shall bear interest from the due date at the rate of Six Percent (6%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

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Section 11. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than Thirty (30) days after the date a notice of claim of lien is deposited in the United States Mail, Certified or Registered, postage prepaid, to the owner of said lot, and a copy thereof is recorded by the Association in the office of the County Recorder in which the properties are located; such notice of claim must recite a good and sufficient legal description of any such lot, the record owner or reputed owner thereof, the amount claimed (which may at Association's option include interest on the unpaid assessment at the legal rate, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of claimant.

Section 12. Foreclosure Sale. Any such sale provided for above is to be conducted in accordance with the provisions of Section 2924, 2924 (a) and 2924 (c) of the Civil Code of the State of California, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The Association, through its duly authorized agents, shall have the power to bid on the lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

Section 13. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed Fifteen Dollars (\$15.00), to cover the costs of preparing and filing or recording such release.

Section 14. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 15. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII

DUTIES AND POWER OF THE ASSOCIATION

Section 1. In addition to the duties and power enumerated in the Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- (a) Own, maintain, improve, construct, reconstruct (in the event of deterioration or destruction) and manage all of the common area and all facilities, improvements and landscaping thereon, and all property acquired by the Association, and to pay all the costs thereof;
- (b) Pay all real and personal property taxes and other charges assessed against the common area.
- (c) Have the authority to obtain, for the benefit of the common area, all water, gas and electric service and refuse collection.

(d) Grant easements where necessary for utilities and sewer facilities over the common area to serve the common area.

(e) Maintain such policy or policies of insurance on the common area as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members.

(f) Have the authority to employ a manager or other persons, and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the members of the Association, or when membership in Class B is terminated as provided for in Article IV, Section 3.

(g) Enforce applicable provisions of this Declaration and the By-Laws of the Association and to establish and enforce uniform rules and regulations pertaining to the use of the common area and the recreational facilities thereof.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of Three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within Thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. No members of the Board or of the architectural committee shall be entitled to any compensation for such services performed pursuant to this Article VIII.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by an proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Term and Amendment. The covenants and restrictions of this Declaration shall run with and bind the properties and shall inure to the benefit of and be enforceable by the Association, its legal representatives, successors and assigns, until December 1, 2001, and after which time they shall be automatically extended for successive periods of Ten (10) years. This Declaration may be amended by an instrument signed by not less than Seventy-five Percent (75%) of the lot owners. Any amendment must be recorded.

Section 4. Annexation.

(a) Annexation Pursuant to Approval. Upon approval in writing of the Association, pursuant to a Two-thirds (2/3rds) majority of the voting power of its members, or the written assent of such members, excluding the voting power or written assent of the Declarant, the owner of any property who desires to add it to this Declaration and to subject it to the jurisdiction of the Association, may file or record a Declaration of Annexation as described in Section B(4) of this Article. The procedure set forth in this Section shall be in addition to and not in substitution for the procedure outlined in Section B of this Article.

(b) Annexation Pursuant to General Plan: The lot owners in each of the tracts located within the area described in Exhibit "A" hereof shall be entitled to be members of the Association and to the use and enjoyment of the common area provided and on condition that:

- (1) Any annexation pursuant to this Section shall be made prior to Three (3) years from the date of recording of this Declaration.
- (2) The development of the additional tracts shall be in accordance with a general plan of development submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for this tract.
- (3) Detailed plans for the development of each portion of the additional tracts shall have been submitted to, and approved by, the Federal Housing Administration or the Veterans Administration prior to the development thereof.
- (4) There shall have been recorded with respect to such additional tract, a Declaration of Annexation or similar instrument making the lots therein subject to this Declaration, including provisions subjecting said lots to assessment by the Association.
- (5) Prior to the conveyance of any improved lots in a recorded tract located within the real property described in Exhibit "A" of the Declaration, fee simple title to the common area within said tract shall be conveyed to the Association, free and clear of all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and easements, conditions and reservations then of record, including those set forth in this Declaration.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: dedication of common area and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Mergers or Consolidations. Upon a merger or consolidation of the Association with another association, as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations

of the Association as a surviving corporation pursuant to a merger. The surviving or consolidation association may administer the Covenants and Restrictions established by this Declaration together with the covenants and restrictions established upon any other properties, as one scheme.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3 day of March, 19 72.

LARVIN-NORTHERN CALIFORNIA, INC.
By Roderick M. Stevenson
By R. M. Davis

The undersigned, as Trustee, hereby approves and joins in the execution of the foregoing Declaration of Restrictions.

VALLEY TITLE COMPANY
A Corporation (Trustee)

BY: Pete Borello
PETE BORELLO
Assistant Vice-President

STATE OF CALIFORNIA
County of Santa Clara
On March 6, 1972 before me a Notary Public in and for said County and State personally appeared
PETE BORELLO known to me to be the Asst. Vice - President
of the corporation that executed the within and foregoing instrument, and did declare to me to be the person who executed the within instrument on behalf of the corporation named and acknowledged to me that such Corporation executed the same.
ACKNOWLEDGMENT - CORP. STATE OF CALIFORNIA, COUNTY OF SANTA CLARA
MONA M. LOPEZ
NOTARY PUBLIC
My Commission Expires Dec. 17, 1972

STATE OF CALIFORNIA
COUNTY OF Alameda
ON March 3rd, 19 72
before me, the undersigned, a Notary Public in and for said State, personally appeared Roderick M. Stevenson and R.M. Davis known to me to be the President and Ass't Secretary respectively of the Larvin-Northern California, Inc. the Corporation that executed the within instrument, 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.
WITNESS my hand and official seal.
Barbara Phillips
Barbara Phillips
Notary Public in and for said State.

STATE OF CALIFORNIA

County of Santa Clara

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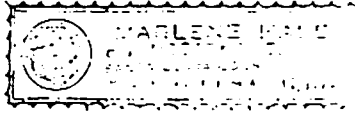
March 23, 1972

Pete Borello

Assistant Vice

XXXXXXXXXXXXXXXXXXXX

I, a Notary Public in and for said County and State, personally appeared the person named above, who acknowledged to me that such corporation executed the same instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same



Marlene Hale
Notary Public

ACKNOWLEDGMENT-CORPORATION

STATE OF CALIFORNIA

County of Santa Clara

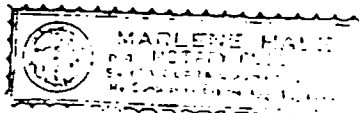
March 23, 1972

Roderick M. Stevenson

Assistant

R. M. Davis

I, a Notary Public in and for said County and State, personally appeared the person named above, who acknowledged to me that such corporation executed the same instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same



Marlene Hale
Notary Public

ACKNOWLEDGMENT-CORPORATION

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EXHIBIT "A"

PARCEL A

Lots 1 through 37 and Lots 43 through 97 inclusive as shown on the Map of "Tract No. 4953", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on April 30, 1971 in Book 287 of Maps, at Pages 30 and 31.

PARCEL B

Lots 1 through 100, inclusive, as shown on the Map of "Tract No. 5019", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on October 1, 1971 in Book 290 of Maps, at Pages 52 and 53.