

DECLARATION OF ESTABLISHMENT
OF
PROTECTIVE RESTRICTIONS, CONDITIONS, COVENANTS,
LIENS, AND CHARGES AFFECTING THE REAL PROPERTY
KNOWN AS WOODSIDE HILLS
UNIT NO. 3
WHICH IS SITUATED IN THE COUNTY OF SAN MATEO,
STATE OF CALIFORNIA

DECLARATION, made and dated this 1st day of October, 1956, by DAVID D. BOHANNON and OPHELIA E. BOHANNON, hereinafter termed Declarants:

WHEREAS, Declarants are the owners of a certain tract of land in the County of San Mateo, State of California, shown on a certain map entitled "TRACT NO. 742, WOODSIDE HILLS UNIT NO. 3 SAN MATEO COUNTY, CALIF.", which map was filed in the office of the Recorder of the County of San Mateo, State of California, on July 12, 1956, in Volume 45 of Maps, at pages 33 and 34, and which tract of land is in unincorporated territory and is a portion of the land described in deed to Woodside Hills, Inc., recorded in Book 1256 of Official Records at Page 191 thereof, records of San Mateo County, California; and

WHEREAS, the Declarants are about to sell, dispose of or convey said hereinabove described property which they desire to subject pursuant to a general plan or scheme of improvement, to certain easements, restrictions, conditions, covenants, agreements between them and the acquirers or users of said property as hereinafter set forth:

NOW, THEREFORE, Declarants declare that the property shown on said map is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following easements, restrictions, conditions, covenants and agreements between them and the several owners and purchasers of said property and their heirs, successors and assigns:

ARTICLE I

GENERAL RESTRICTIONS

Use of
Structures

Section 1. No buildings other than a single family dwelling house, and appropriate outhouses including garages for private use, shall be erected upon any of said lots, nor shall any houses constructed on any of said lots be used for any purposes other than a dwelling house or appurtenant outhouses including garages for private use, and more particularly, and without the intent of limiting the foregoing restrictions, no store, flats, doublehouses, radio towers, hotels or apartment houses shall be built or placed upon said property, nor shall there be conducted, permitted or maintained upon any of the land in said tract any trade,

manufacture or business, nor shall there be erected, permitted, maintained or operated upon any of the land in said tract any business, processing, manufacturing, trading or amusement establishments, or any outdoor advertising sign except signs placed and maintained by Declarants or their assigns for sale of real property, or any auto camp, crematory, graveyard, penal institutions, asylum, sanitarium or institution of like or kindred nature; nor shall any noxious, dangerous or offensive thing, trade or business whatsoever be permitted or maintained on said property.

Removal
Of
Natural
Materials
Prohibited

Section 2. No derrick or structure designed for boring or for storage of oil, natural gas, minerals or natural materials save wells for private use shall be erected, placed or maintained on any part of said property, nor shall any of said materials, save water for private use, be produced, extracted or quarried from said property, except that rock solely for use within said tract may be quarried under permit from and supervision by Declarants.

No tank for the storage of fuel may be maintained above the surface of said property.

ARTICLE II

OTHER RESTRICTIONS

Keeping of
Livestock

Section 1. No hogs, cattle or other similar livestock, except saddle horses, and no greyhound dogs, shall be permitted or maintained on said property at any time. Chicken hens, pea hens, pigeons, rabbits and other similar small livestock, not exceeding twenty-five (25) in number, and dogs other than greyhounds not exceeding two (2) in number, may be kept for each acre of land in one ownership subject to reasonable regulations as to the distance they must be maintained from dwellings and public roads, and reasonable requirements as to the type of housing for them, sanitary requirements and other regulations of the Association.

Saddle horses may be kept or maintained on any parcel in one ownership of not less than five acres subject to the regulations of the Association.

Trimming
and Removal
of Trees and
and Shrubs

Section 2. (a) No native tree or shrub or any part of said property within hundred (100) feet of any public road, shall be cut back, removed or killed except with the approval of the Association. The Association shall have sole authority and right to trim, remove, replace, plant or replant or otherwise care for the trees, shrubs, and plantings within any public right of way or other public open space.

The Association shall have the right to enter upon any lot or parcel and spray or trim any oak trees, and the Association or any agent or officer thereof shall not thereby be deemed guilty of any manner of trespass.

(b) The Association shall have the right to enter upon any lot and trim or prune, at the expense of the owner maintaining the same, any hedge or other planting that, in the Association's opinion, by reason of its location on the lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property, or obscures the view of street traffic, or is unattractive in appearance.

Maintain-
ing
Natural
Drainage

Section 3. No obstruction, diversion, bridging, pollution or confining of water courses or of the existing channels through which surface water in time of storms naturally flows upon and across any lot, parkway or easement in said property, shall be made by any lot owner, and the right is expressly granted to said Association, its successors and assigns, as an incident of the development of the said property to repair and maintain such natural storm water channels, provided, however, that lot owners may relocate upon their own lot existing water courses which are not shown on the recorded map, so long as such relocation does not interfere with the existing location of said water course where they enter and leave said lots, it being the intention of declarants to prohibit lot owners from altering the topography of any particular lot in any manner to as to cause water to enter or leave said lots in channels other than those presently existing.

Minimum
Size of
Residence

Section 4. The minimum size of the first building erected on any building site on said property shall be not less than two thousand (2,000) square feet, exclusive of open porches, garages, courts and terraces, and the first building erected on any building site shall be a residential building.

Construction
Materials
and
Methods

Section 5. When the erection of any building is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable time. No building shall be occupied during construction or until made to comply with all requirements as set forth herein. Every building or other structure placed on any part of said property shall be constructed from new materials except with written approval of the Association and Architectural Board and no building constructed elsewhere shall be moved to or reconstructed on said property.

Privies
and
Cesspools

Section 6. No cesspool, privy or privy vault or receptacle of any kind for the storage of liquid waste, except septic tanks of a type approved by the San Mateo County Building Inspector and Health Officer shall be built or maintained upon any part of said property, but a temporary privy may be permitted during the course of construction of a building. Septic tanks shall be constructed not closer than forty (40) feet to any property line, and no drain tile from said tanks shall be constructed and operated so that effluent or offensive odors reach the surface of the ground.

Clothes Section 7 No clothes, sheets, or blankets or other articles shall
Drying hung out to dry on any part of said property, except in a yard enclosed by a lattice,
Yard fence, wall or other enclosure approved by the Architectural Board.

Easements Section 8. There are hereby reserved easements for parks and
 bridle paths on and over said property as shown and located on said map.
 Easements and rights of way are hereby expressly reserved in and over a five (5)
 foot strip lying along the side and rear lines of each lot in said tract. Said last
 mentioned easements and rights or way shall be for the following purposes:

 (a) For the erection, construction and maintenance of poles,
 wires and conduits for electricity, telephone and other public services.

 (b) For the construction and maintenance of storm water
 mains, sewers, pipe lines for gas and water, and for any other public or quasi-
 public utility.

 No structure of any kind shall be erected over any of said
 easements except upon written permission of the Association.

ARTICLE III

 Section 1 Every owner of a lot shown on said map, including
Declarants, and all persons who reside on one of said lots and who are purchasing
under a contract or agreement of purchase shall be members of Woodside Hills
Association, a California non-profit corporation, and as such a member shall be
entitled to one vote for every lot owned or being purchased.

Maintenance of Section 2. The Association shall adopt such rules and regula-
Health, tions as it may deem advisable to maintain the health, safety, and general welfare
Safety and of residents on said property, and all parts of said property shall at all times
Welfare be maintained subject to said rules and regulations.

Approval Section 3. No building, fence, hedge fence, wall, tent or other
of Plans structure will be commenced, erected, altered or maintained upon any part of said
 property, unless complete plans and specifications therefor, showing the nature,
 kind, shape, height, construction, materials and color scheme and the location of
 such structure on the building site, and when requested, the grading plans of the
 building site to be built upon, shall have been submitted to, and approved in
 writing by Woodside Hills Association, a California non-profit corporation,
 hereinafter called Association, and Architectural Board, and a copy of such plans
 and specifications, block plan (and grading plan if requested) as finally approved,
 deposited for permanent record with the Association. No roadway shall be
 constructed into a plot from any public street until the plans and specifications
 therefore shall have been submitted to and approved in writing by the

Association, and no roadway shall be constructed from Lots 9 and 10 to Hardwick Road at any time.

The Association shall have the right to refuse to approve any such plans or specifications, grading plans, material or color scheme that are not suitable or desirable, in its opinion, for esthetic or other reasons.

Mainten-
ance and
Improve-
ment charges

Section 4. All of the land included in said tract, under the jurisdiction of the Association, whether owned by the Declarants or others, except streets now or hereafter laid out and except land taken to sold or devoted to public improvement or uses, or to the general benefit or use of the occupants of said tract, shall be subject to an annual Community Maintenance charge at a rate not to exceed \$1.00 per one hundred (\$100) dollars assessed value (as set by the County of San Mateo) of land and improvements, for each year commencing with the year 1957, for the purpose of creating a fund, to be known as the Community Maintenance Fund, to be paid by the respective owners of the tract to the Association annually in advance of the first day of January in each year commencing with January 1, 1957. Said charges or assessments shall become delinquent on the first Monday in February of each year, and if not paid on or before said date said Association may bring proceedings to collect the same by suit and there shall be added to the amount thereof the costs of suit together with legal interest and reasonable attorneys' fees to be fixed by the court.

Powers
and Duties

Each and every owner of said property or of any portion thereof covenants for himself, his heirs, assigns, executors, administrators and successors in interest that the Association shall have the right and power to do any of the following things, for the benefit, maintenance and improvement of said property:

1. Generally to do any and all lawful things which may be advisable, authorized and permitted by the Association under this covenant or laws affecting said property.
2. To pay office expenses and employ such personnel as may be necessary to the successful conduct of its business.
3. To construct, maintain, improve and light gateways, fountains, bridle trails, parks and parkways, tennis courts and playgrounds in said tract, it being understood that only such lands will be used for said purposes as are specifically reserved in said map therefor, or as may be subsequently acquired by Association by gift or purchase.
4. To light, improve and maintain streets, alleys, pedestrian ways and drainage structure in said tract.
5. To purchase water for irrigating parks and parkways and street planting in said tract.

6. To erect and maintain street signs.
7. To care for, clean and/or burn off vacant property, and to trim and spray trees on vacant property in said tract.
8. To provide for fire and police protection, collection and disposal of garbage and such other public services as may be deemed necessary by the Association for said tract.
9. To provide expenses, if any, incident to the enforcement of the conditions, covenants and charges contained in this declaration.
10. To pay necessary expenses and charges incident to the examination and approval of building plans and specifications and for the issuance of permits and supervision of construction in said tract.
11. To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be so used by it.
12. To pay taxes and assessments, if any, that may be levied by any public authority upon streets, parks and playgrounds, now or hereafter opened, laid out or established for the general use of the owners of the land included in said tract.
13. To borrow money and mortgage, pledge or hypothecate any or all of its real property as security for money borrowed or debts incurred.
14. To make agreements with any political subdivision of the state or with the state or Federal government to undertake work projects for the construction, maintenance or improvement of public or quasi-public facilities in the tract.
15. Neither Declarants nor Association shall be obliged to carry out any of said purposes except to the extent possible from the money so collected, nor shall either of said parties be liable to grantees, their heirs, successors or assigns, for any act or omission done or occurring under or with respect to the provisions of this Article; provided such act is done in good faith, and such omission is not occasioned by the willful misconduct of such respective party.
16. It is contemplated that Declarants may put on the market and sell, at future dates, future additional subdivisions of the property generally known as Woodside Hills, when, as and if said "future subdivisions" or any of them shall be made. Declarants hereby reserve the right, and it is specifically

understood and agreed, that Declarants shall have the right, at their option, in their Declaration of Restrictions accompanying or following the recordation of the map or maps of such future subdivision or subdivisions, to declare that each and all of the lots shown on said map or maps shall be subject to the rights, powers, and agreements pertaining to Woodside Hills Association set forth in this declaration, and shall also be subject to the provisions and agreements set forth in this declaration in regard to the levy, collection and expenditure of the Community Maintenance Fund. In such event each owner of lots included in such future subdivision or subdivisions, including Declarants, shall also be entitled to membership in Association, each such owner, including Declarants, being entitled to one vote for every lot held by such owner, said votes, however, to be subject to the voting trust provided for in Article III, Section 1, hereof. In forming said Association such power have been given it as to enable it to enforce and administer such Declaration hereafter made by Declarants respecting such "future subdivisions."

ARTICLE IV

Architectural Board

Section 1. An Architectural Board consisting of three members has been created by Declarants and Declarants may fill vacancies in said Board, and remove members thereof at its pleasure; provided, however, that upon written designation by those who are owners (either under contract of purchase or in fee) of thirty-four (34) per cent of the lots in said tract, some person whom such owners desire to have made a member of said Board, Declarants will appoint such person on the Board, and, if necessary, will remove from said Board an existing member in order to create a vacancy for such new appointment, and upon written designation by those who are owners (either under contract of purchase or in fee) of an additional thirty-four (34) percent of the lots in said tract, or some person whom such owners desire to have made a member of said Board, Declarants will appoint such person to the Board, and, if necessary, will remove from said Board an existing member (other than the prior nominee of the lot owners) in order to create a vacancy for such new appointment; provided further that one person so designated by the undersigned shall always remain a member of said Board if undersigned so desires. The functions of said Board shall be, in addition to the functions elsewhere in this declaration set forth, to pass upon, approve or reject any plans or specifications for structures to be erected on lots in said tract, so that all structures shall conform to the restrictions and general plan of the undersigned, and of the Board, for the improvement and development of the whole tract. The Board may act by any two of its members, and any authorization, approval or power made or granted by the Board must be in writing signed by at least two members thereof.

ARTICLE V

LAND USE

Building Site Area Section 1. Each one-family dwelling, together with its accessory buildings, shall be located on a building site in one ownership having an area of not less than one (1) acre.

Front and Side Yards Section 2. Each lot shall have a front yard of a depth of not less than fifty (50) feet, and a side yard of a width of not less than twenty-five (25) feet.

Rear Yards Section 3. Each lot shall have a rear yard not less than twenty-five (25) feet in depth.

Front Yards Section 4. For the purpose of computing front yard dimensions the measurement shall be taken from the nearest point of the front wall of the building to the street line; provided, however, that if an Official Plan Line has been established for the street, or if a future width line is established therefor by the provisions of San Mateo County Ordinance No. 400, then the measurement shall be taken from the nearest point of the front wall of the building to such Official Plan Line or such future width line.

Location of Accessory Buildings (30) Section 5. A detached accessory building of not over one story and not exceeding twelve (12) feet in height may occupy not to exceed thirty per cent of the area of any rear yard. Any such accessory building may have not to exceed one additional story used for apartments, provided that:

(a) Such additional story, herein construed to be a dwelling, shall not be permitted unless the same is used as a dwelling for servants, including the family of same, which are employed on the same lot.

(b) No exterior wall of such additional story shall be nearer to any lot line than a distance equal to the width of a side yard required on the same lot.

(c) No exterior wall of such additional story shall be nearer than ten (10) feet to any main building on the same lot.

Location
of Accessory
Buildings

Section 6.

(a) In the case of an interior lot abutting upon one street, no detached accessory building shall be erected or altered so as to encroach upon the front half of the lot.

(b) In the case of an interior lot abutting upon two or more streets, no accessory building shall be erected or altered so as to encroach upon the one-quarter (1/4) of the lot nearest either street.

(c) In the case of a corner lot abutting upon two streets, no accessory building shall be erected or altered so as to encroach upon the area between such respective streets and lines drawn parallel to such streets, respectively, in such a manner that each of such lines divides the lot into two equal areas; provided that on a corner lot adjacent to a key lot no accessory building shall be located nearer to the street line of the street upon which such key lot faces than a distance equal to the depth of front yard required on said key lot, provided that this regulation shall not be so applied as to require that that line of such accessory building which is nearest to said street line shall be nearer to the lot line opposite said street line than a distance of twenty (20) feet.

(d) In the case of a corner lot abutting on more than two streets, no detached accessory building shall be erected or altered so as to be nearer to any street line than one-fourth (1/4) the width or length of the lot.

(e) No detached accessory building shall be within five (5) feet of the side line of the front half of any adjacent lot, except as hereinbefore specifically permitted.

(f) Notwithstanding any requirements in this section, the foregoing rules shall not require any detached accessory building to be more than one hundred and twenty (120) feet from any street line bounding the lot.

Section 7. The Architectural Board shall have the power to waive in writing any of the provisions hereinbefore contained regarding the location of buildings or other structures upon said real property, when, because of the contour of the land, or in order to obtain the full advantage of view or to avoid cutting trees, or because of excessive construction costs caused by steepness or an portion of the property, or for any other cause, said Architectural Board shall deem such waiver advisable.

ARTICLE VI

EFFECT, DURATION, AMENDMENT, ENFORCEMENT

Mutual
Benefits

Section 1. All of said restrictions, conditions, covenants, and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot shown on said recorded map and shall be intended to create mutual and equitable servitudes upon each of said lots in favor of each other lot shown on said map, and to create reciprocal rights and obligations between the respective owners of all of the lots shown on said map and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owners of each lot in said tract, his heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots in said tract.

Duration
of Restriction

Section 2. All of the covenants, agreements, easements, restrictions, conditions and charges contained herein, shall continue and remain in full force and effect against said property and the owners thereof until October 1, 1976, and shall as then in force be continued automatically and without further notice from that time for a period of twenty (20) years, and thereafter for successive twenty (20) year periods, unless within the six (6) months prior to October 1, 1976, or within six (6) months prior to the expiration of any twenty (20) year period thereafter, a proper written agreement executed by the then record owners of more than two-thirds in area of said property, exclusive of streets, parks, parkways and other public or quasi-public areas, be placed on record in the office of the County Recorder of the County of San Mateo, State of California, by the terms of which agreement any of said covenants, agreements, easements, restrictions, conditions and charges are changed, modified or extinguished.

Right to
Enter
Property

Section 3. Any agent or officer of the Association or Architectural Board may at any time after reasonable notice, enter, inspect and report upon any property subject to the jurisdiction of the Association as to its improvement or maintenance in compliance with the provisions hereof; and the Association, the Architectural Board or any agent or officer thereof shall not thereby be guilty of any manner of trespass for such entry or inspection.

Right to
Abate
Violations

Section 4. Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the Declarants or their successors in interest and/or the Association the right to enter upon the land, upon which or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof: and Declarants or their successors in interest or the Association shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Benefit
Of
Restrictions

Section 5. The provisions herein contained are for the benefit of each owner of land (or interest therein), in said property and they and each thereof shall inure to and pass with each and every parcel of said property, shall apply to and bind the respective successors in interest of Declarants. Each grantee of Declarants of any part or portion of said property by acceptance of a deed incorporating the substance of this declaration either by setting it forth or by reference therein, accepts the same subject to all restrictions, conditions, covenants, reservation, liens and charges, and the jurisdiction, rights and powers of the Association and of the Architectural Board. As to each lot owner in the said property, the said restrictions, conditions and covenants shall be covenants running with the land, and the breach of any thereof, and the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by Declarants, their successors or assigns, or by any such owner of other lots or parcels in said property or by the Association.

Section 6. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages and/or deeds of trust now or hereafter executed covering real property shown on said map and none of said restrictions, covenants, conditions, agreements or other provisions one shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; but it is distinctly understood and agreed that if any portion of said property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sales, his or its successors or assigns shall hold any and all property so purchased subject to all of the restrictions, covenants, conditions, agreements and other provisions of this declaration.

Right to
Assign

Section 7. Any or all of the rights, titles, easements and estates given to, or reserved by Declarants herein contained may be assigned in whole or in part to any person, corporation, or to the Association, and wherever Declarants are herein referred to, such reference shall be deemed to include its successors in interest.

Right to
Enforce

Section 8. The provisions herein contained shall run with and run with and bind the land included in said tract and shall inure to the benefit of and be enforceable by Declarants, the Association or by the owner of any land included in said tract, their respective legal representatives, heirs, successors and assigns, and failure by Declarants, the Association or any property owner, or their legal representatives, heirs, successors or assigns to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Interpre-
tation

Section 9. In case of any uncertainty as to the meaning of any of the provisions of this declaration, Declarants shall in all cases interpret the same and such interpretation shall be final and conclusive on all interested parties.

Validity

Section 10. All of the restrictions, conditions, covenants, reservations, charges, and liens contained in this declaration shall be construed together, but if it shall at any time be held that any one of said restrictions, conditions, covenants, reservations, charges or liens is invalid, or for any reason becomes unenforceable, no other restriction, condition, covenant, reservation, charge or lien or any part thereof, shall be thereby affected or impaired.

Section 11. The marginal notes and phrases as to the contents of particular sections are inserted only as a matter of convenience and for reference and in no way are or are they intended to be a part of this declaration or in any way to define, limit or describe the scope or intent of the particular paragraph to which they refer.