

DECLARATION OF ESTABLISHMENT

of

PROTECTIVE RESTRICTIONS, CONDITIONS, COVENANTS, LIENS, AND CHARGES AFFECTING THE REAL PROPERTY KNOWN AS WOODSIDE HILLS

H H R I S T S D C H M S D N T M S N E R M L S D N
R S S D N E H E N M H
AMENDED 12-13-2007

DECLARATION, made and dated this second day of May, 1938, by ROGER D. LAPHAM and SELAH CHAMBERLAIN, JR., 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. 513, Woodside Hills Unit No. 1, San Mateo County, California," which map was filed in the office of the Recorder of the County of San Mateo, State of California, on April 6, 1938, in Liber 21 of Maps, pages 65-66-67, 68, and

WHEREAS, the Declarants are about to sell, dispose of or convey in portions said hereinabove described property which they desires 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

Uses 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, double houses, 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 approved by Architectural Board for sale of real property, 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.

Race Restriction

Section 2 Deleted by Amendment 12-13-2007

Removal of Natural Materials Prohibited

Section 3. No derrick or structure designed for boring or for storage of oil, natural gas, minerals or natural materials save wells for water 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 Shrubs

Section 2. (a) No native tree or shrub on any part of said property within one 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.

Maintaining 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.

Minimum Cost of Improvements

Section 4. The cost or fair value of the first building erected on any building site in said property shall be not less than ten thousand (10,000) dollars, and said minimum cost at any future date shall be taken as the sum which will build the same amount of building as was possible to build for ten thousand (10,000) dollars on October 1st, 1937. In computing the costs of building under this section said building costs shall be deemed to vary as the Index of Commodity Prices compiled and published by the United States Department of Labor varies, to-wit, for every rise or fall in said Index from the Index figure for October 1, 1937, said cost of building shall be deemed to have risen or fallen proportionately.

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 Drying Yard

Section 7. No clothes, sheets, or blankets or other articles shall be hung out to dry on any part of said property except in a yard enclosed by a lattice, 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 of 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 Association.

ARTICLE III

Section 1. Every owner of a lot shown on said map, including Declarant, 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 Homes Association, a California non-profit corporation, sometimes referred herein as Association, and such members shall collectively be entitled to exercise one vote for every lot owned or being purchased. *Amended 12-13-2007.*

Maintenance of Health, Safety and Welfare

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

Approval of Plans

Section 3. No building, fence, wall, tent or structure shall 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, the 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 therefor shall have been submitted to and approved in writing by the Association.

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.

Maintenance and Improvement 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 or 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 or assessment at the same amount for each lot, 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 on a date fixed by the Association but not later than June 30th of each year.

Said charges or assessments shall be fixed by the Association annually at or after its annual meeting in January or other initial meeting date after notice of the annual budget, the proposed charge or assessment amount and the meeting date is given to the owners.

Said charges or assessments shall be a lien on the property against which it is made and shall become delinquent 45 days after billing and if not paid on or before said date said Association may assess a delinquency penalty and record a lien on said property with the delinquent charge or assessment and, further, bring proceedings to collect the same by suit and there shall be added to the amount thereof the costs of the suit together with legal interest and reasonable attorneys' fees to be fixed by the court. *Amended 12-13-2007*

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 play grounds 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,

n 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 mortgages, 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. *Deleted by Amedment 12-13-2007*

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. Subsequent to the establishment of the original Woodside Hills subdivision there were additional subdivisions created, all of which were subject to administration by the Woodside Hills Homes Association, sometimes referred to as the Woodside Hills Association in this Declaration. It is hereby declared that all of the covenants, conditions and restrictions for each Woodside Hills unit, including this unit, shall be administered as a single tract with uniform application of the covenants, conditions and restrictions throughout except when the individual covenants, conditions and restrictions provide otherwise, under the administration of a single association, the Woodside Hills Homes Association. *Amended 12-13-2007*

ARTICLE IV

Architectural Board

Section 1. An Architectural Board consisting of three members has been or is about to be 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 34% of the lots in said tract, of 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 34% of the lots in said tract, of 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 (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 width of not less than twenty-five (25) feet. *Amended 12-13-2007.*

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

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 (30) per cent of the area of any rear yard. Any such accessory building may have not to exceed one (1) 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.

Garage on Lot Line

Section 6. Detached accessory buildings shall conform to the following additional regulations as to their locations upon the lot; provided, however, that where the slope of the front half of the lot is greater than one (1) foot rise or fall in a distance of seven (7) feet from the established street elevation at the property line, or where the elevation of the lot at the street line is five (5) feet or more above or below the established street elevation, a private garage may be built to the front and side lines of the lot:

Location of Accessory Buildings

- (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 (2) 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 (2) 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 (2) 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 of any 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 Restrictions

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, 2016, and shall as then in force be continued automatically and without further notice from that time for a period of eight (8) years, and thereafter for successive eight (8) year periods, unless within the six (6) months prior to October 1, 2016, or within six (6) months prior to the expiration of any eight (8) year period thereafter, a proper written agreement executed by the then record owners of more than, two-thirds of the lots within the subdivision, 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. *Amended 12-13-2007*

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 or 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 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 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.

Interpretation

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.

IN WITNESS WHEREOF, said Declarants have signed their names the day and year first above written.

By ROGER D. LAPHAM

By SELAH CHAMBERLAIN, JR.

(Acknowledged before a Notary Public)