now or formerly of said Simonds, and the Northerly line of Lots 5 and 6, in said Block 4, Range 1 North of the base line in said City of San Jose, 97.27 feet; thence at right angles Southerly and parallel with First Street 20 feet to the corner of lands of Annie O'Brion now or formerly; thence at right angles Easterly and along the Northerly line of lands of said Annie O'Brion, 100 feet to the Westerly line of First Street; and thence Northerly and along the Westerly line of First Street 70 feet to the place of commencement; being part of lots 1, 2, 6 in Block 4, Range 1, North of the base line in said City of San Jose.

PARCEL NO. 2: Commencing at a point on the Northerly line of Divine Street distant thereon 150 feet Westerly from the Westerly line of First Street; running thence Northerly at right angles to said line of Divine Street 108 feet to the line dividing Lots 2 and 5 in Block 4 Range 1 North of the base line of the City of San Jose; thence Westerly along said dividing line 50 feet; thence Northerly at right angles 30 feet; thence Westerly at right angles 50 feet; thence Southerly at right angles 138 feet to the Northerly line of Divine Street; thence Easterly along the said Northerly line of Divine Street 100 feet to the point of commencement, being a part of Lots 2 and 5 in Block 4 Range 1 North of the base line in said City of San Jose.

IN WITNESS WHEREOF, the said first party has executed this conveyence this 8th day of June. 1946.

## Y.Archibald

STATE OF CALIFORNIA )

COUNTY OF SANTA CLARA) SS. On this 24th day of June, 1946, before me, a Notary Public in and for said County, personally appeared Y. Archibald known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same.

WITNESS my hand and official Seal.

(NOTARIAL SEAL)

Leeta Wicker, Notary Public in and for the County of Santa Clara, State of California.

FILING NO 409774 Filed for record at the request of San Jose Abstract & Title Insurance Co. Jun 25, 1946 at 2:38 P.M. recorded in Vol. 1358 of Official Records, page 290 et seq., Santa Clara County Records.

CHAS. A. PAYNE RECORDER

Fee 1.00 6f

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

KNOWN AS TRACT NO. 317

## MOORE PARK SUBDIVISION

WHICH IS SITUATED IN THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA DECLARATION made and dated this 12th day of June, 1946.

WHEREAS, Herbert E. Moore and Wilfred S. Moore, as owners of a certain tract of land in the County of Santa Clera, State of California, shown on a Map entitled, "Tract No. 317 Moore Park. Subdivision, Santa Clara County, California", and which said Map was filed for record in the office of the County Recorder of the County of Santa Clara, State of California, on June 3, 1946, in Book 10 of Maps, page 39,

AND WHEREAS, Herbert E. Moore and Wilfred S. Moore, are about to sell property shown on said Map which they desire to subject to certain restrictions, conditions, covenants and agreements between themselves and the purchasers of said property as hereinafter set forth.

NOW, THEREFORE, Herbert E. Moore and Wilfred S. Moore, declare that the property shown on said Map of Tract No. 317 Moore Park Subdivision, is held and shall be conveyed subject to restrictions, conditions, covenants and agreements between themselves and the purchasers of said property and their heirs, successors or assigns, as hereinafter set forth.

- (a) These covenants shall continue in full force and effect until date of March 1, 1971, at which time the same shall be automatically renewed for successive periods of 10 years, unless prior to any such date, a declaration rescinding or modifying such restrictions is executed by a majority of the then owners of lots subject thereto and recorded in the office of the County Recorder of Santa Clara County.
- (b) The word "lot" as herein used refers to one of the numbered lots as delineated upon the original recorded Map of the tract within which the above described real property is located.

The word "plot" as herein used refers to an individual site for a residence, together with the ground in connection therewith, whether composed of one or more "lots" or portions or combinations thereof as said "lots" are above defined.

- (c) All the lots, plots and percels herein described are declared to be residential in character and no structure shall be erected on any building plot other than one detached single family dwelling not to exceed two stories in height, a private garage and other outbuildings purely incident to the residential use of the respective premises.
- (d) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than 50 feet.

(e) No building shall be located on any lot or plot closer to the line of any street than the "Building Line", as shown upon the recorded Map of this tract.

No building shall be erected on any lot or plot closer than 5 feet to any interior side boundary line, except that detached outbuildings, located at least 75 feet from the fron line, may be placed not closer than 3 feet to an interior side boundary line.

- (f) No commercial or manufacturing enterprice shall be carried on upon any plot nor within any building, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
- (g) No persons other than those of the white Caucasian race shall use or occupy any premises or building thereon except that such persons may be employed and housed in the capacity of a servant or domestic of a resident.
- (h) No trailer, basement, tent, shack, garage, barn or other outbuildings shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
- (i) No structure shall be moved on to any plot unless it shall conform to and be in harmony with existing structures in the tract.
- (j) No dwelling exclusive of outbuildings costing less than \$5500.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet in the case of a one-story structure nor less than 850 square feet in the case of a one and one-half, two, or two and one-half story structure.
- (k) No fowl, enimals nor creatures of any kind shall be kept or bred for commercial purposes on any lot nor within any building in this tract. Those that may be kept for domestic use and consumption shall not exceed in numbers the reasonable needs of the occupants of the particular premises where kept. No cloven-footed enimals shall be kept for any purpose.
- (1) Sewage disposal shall be by means of direct connection to individual septic tanks, the type, construction and location of such tank on the lot shall be approved by the County Health Authority and no outside toilets shall be permitted.
- (m) All remedies in law or in equity are accorded to and may be prosecuted by any owner of an interest of record in property subject to these restrictions either to enjoin, abate or realize damages or other dues for an attempted or existing violation thereof, but the undersigned shall be under no liability or responsibility for the observance of or compliance with such restrictions by any future owners of any of the property subject thereto.
- (n) The covenents and provisions hereof are declared to be severable. Invalidation of any single covenant or provisions or part thereof by law, judgment or court order, shall in no wise affect any other covenant hereof.

IN WITNESS WHEREOF, the undersigned have executed these presents the day and year first hereinabove written.

Herbert E. Moore (Herbert B. Moore) Wilfred S. Moore (Wilfred S. Moore)

STATE OF CALIFORNIA )

COUNTY OF SANTA CLARA ) SS. On this 24th day of June in the year one thousand nine hundred and forty-six before me, D.J. Nordberg a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Herbert E. Moore and Wilfred S.Moore known to me to be the persons described in, whose names are subscribed to and who executed the within instrument, and acknowledged that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County, the day and year in this Certificate first above written.

(NOTARIAL SEAL)

D.J.Nordberg, Notary Public in and for said County and State.

My commission expires April 29, 1948

FILING NO 409776 Filed for record at the request of San Jose Abstract & Title Insurance Co. Jun 25, 1946 at 2:38 P.M. recorded in Vol. 1358 of Official Records, page 291 at seq., Santa Clara County Records.

CHAS. A. PAYNE RECORDER

Fee 1.70 12f

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WHEREAS, the beneficiary named in and being the holder of the indebtedness secured to be paid by the deed of trust executed by Fred B.Stafford and Flora Stafford, husband and wife, to W.M.Sontheimer and C.P.Maloney, as trustees, dated March 8, 1944, and recorded in the office of the County Recorder of the County of Santa Clare, State of California, in Vol. 1193 of Official Records, at page 299, et seq., has in writing hereto attached requested the reconveyance of the trust property, and that W.M.Sontheimer shall act alone in so doing as and for the act of both trustees;

NOW, THEREFORE, I.W.M.Sontheimer, as such trustee, do hereby grant, remise, release, and reconvey unto the person or persons legelly entitled thereto, their heirs and assigns, without any warranty, all the estate now held by said trustees derived to them by or through said deed of trust, in the real property therein described, together with the appurtenances. Special reference is hereby made to said deed of trust and the record thereof for a particular description of said lands.

TO HAVE AND TO HOLD the same, without any warranty, unto the person or persons legally