

DocuSigned by:

*Robert H Brestler Trust dated May 25 2017*

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**The following notice is pursuant to California Government Code  
Section 12956.1(b)(1))**

**Notice**

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

## **Restrictive Covenant Modification**

Under current state law, including AB1466 effective January 1, 2022, homeowners can request to modify property documents that contain unlawful discriminatory covenants. Government Code Section 12956.2 allows a person who holds an ownership interest of record in property that the person believes is the subject of an unlawfully restrictive covenant to record a Restrictive Covenant Modification document to have the illegal language stricken. Unlawful restrictions include those restrictions based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, national origin, source of income as defined in Government Code Section 12955 subdivision (p), ancestry, or genetic information.

### **To Record a Restrictive Covenant Modification, you must:**

- Complete a Restrictive Covenant Modification Form; this must be signed in front of a notary public.
- Attach a copy of the original document containing the unlawful restrictive language with the unlawful language stricken.
- Submit the completed document to the County Recorder.

### **This document requires the following:**

1. Name(s) of current owner(s)
2. Identification of document page number and language in violation
3. Recording reference of document with unlawful restrictive covenant
4. Copy of referenced document attached complete with unlawful restrictive language stricken out
5. Signature(s) of owner(s)
6. Signature(s) acknowledged
7. Approval by County Counsel provided to County Recorder

Upon receipt, the Recorder's office will submit the document to County Counsel who will determine whether the original document contains any unlawful restrictions, as defined in Government Code Section 12956.2 subdivision (b). Only those determined to be in violation of the law will be recorded and those that are not, will be returned to the submitter unrecorded.

Please note that the County Recorder is not liable for modification not authorized by law. This is the sole responsibility of the holder of ownership interest who caused the modified recordation per Government Code Section 12956.2 subdivision (f).

Pursuant to the requirements of AB1466, and no later than July 1, 2022, the Assessor-County Clerk-Recorder will post an implementation plan outlining our strategy to identify records with discriminatory restrictions.

Recording Requested By

When recorded mail document to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Above Space for Recorder's Use Only

## RESTRICTIVE COVENANT MODIFICATION

I (We) \_\_\_\_\_ have an ownership interest of record in the property located at \_\_\_\_\_ that is covered by the document described below.

The following referenced document contains a restrictive covenant based on race, color, religion, sex, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry that violates state and federal fair housing laws and that restriction is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive

covenant as shown on page(s) \_\_\_\_\_ of the document recorded on \_\_\_\_\_ (date)

In book \_\_\_\_\_ and page \_\_\_\_\_, or Document No. \_\_\_\_\_ of the Official records of the County of \_\_\_\_\_, State of California.

The document referenced above was originally indexed in the following manner \_\_\_\_\_ and this document shall be indexed in like manner pursuant to Section 12956.2 (e).

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document referenced above.

Dated \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Printed Name(s)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

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WHEREAS, Ecco Land Co., Inc., a corporation is the owner of that group of lots lying within that certain tract of land in the Township of Pleasanton, County of Alameda, State of California, described as follows:

Lots 1 to 28 inclusive in Block 1, Lots 1 to 27 inclusive in Block 2 and Lots 1 to 27 inclusive in Block 3, as said Lots and Blocks are shown on the Map of "TRACT 2773 PLEASANTON TOWNSHIP, ALAMEDA COUNTY, CALIFORNIA", recorded June 28, 1965 in the office of the County Recorder of Alameda County in Book 50 of Maps, at page 50.

WHEREAS, it is the desire of the undersigned owner to create a uniform and general plan of development for the Tract and to impose salutary and useful restrictions for the mutual benefit of all owners of lots in the Tract.

NOW THEREFORE, the undersigned owner, does hereby agree that his interest in all lots in the Tract, as hereinabove mentioned, shall hereafter be held and conveyed subject to the following conditions and restrictions:

1. All lots in the Tract above described shall be known and described as residential lots and no structure shall be erected on any residential building plot other than one detached single family dwelling not to exceed two stories in height and a one or two car garage and appurtenant outbuildings.
2. No building shall be erected, placed or construction plans and specifications and a plan showing the location of the structure approved until such building plans and specifications and location plan has been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. No fence or wall shall be erected, placed or altered on any residential lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Paragraph 15 herein.
3. No dwelling shall be erected on any residential lot at a cost of less than \$10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 950 square feet.

4. No building shall be located on any residential lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines specified by local ordinances. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located 35 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. No dwelling shall be erected or placed 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5000 square feet, except that a dwelling may be erected or placed on any original lot as shown on the recorded Map.
6. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, nor in such number as to create an annoyance to the neighborhood.
9. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
10. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, 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 utility company is responsible.

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11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. No lot shall be used for or maintained as a dumping ground for rubbish, trash, garbage or other waste and such rubbish, trash, garbage or waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall not be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

14. The Architectural Control Committee is composed of three members: Hyman Weisel, Rena Weisel and Stanley Dorshkind, 164 North Bascom Avenue, San Jose, California. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

15. The Committee's approval or disapproval as required in these covenants, shall be in writing. In the event the Committee, or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

16. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of thirty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument, signed by a majority of the then owners of the lots has been recorded, agreeing to charge, modify or rescind said covenants in whole or part.

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17. Enforcement shall be by proceedings in equity against any person or persons violating or attempting to violate any covenant either in restrain violation or to recover damages.

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

19. Nothing contained in the Declaration shall be held to invalidate the lien of any mortgage or deed of trust prior to foreclosure, provided, however, that any purchaser at any mortgage foreclosure sale or sale under the deed of trust shall hold title subject to all the provisions hereof.

IN WITNESS WHEREOF, the undersigned owner has executed these presents this 27th day of June, 1966.

44 80657

RECORDED at REQUEST OF  
Western Title Guaranty Company  
At 9:30 A.M.

JUN - 5 1966

OFFICIAL RECORDS OF  
SANTA CLARA COUNTY, CALIFORNIA  
JACK G. BLUE  
COUNTY RECORDER

ECCO LAND CO., INC., a corporation

by [Signature] its President  
by [Signature] its Secretary

STATE OF CALIFORNIA )  
COUNTY OF SANTA CLARA ) ss.

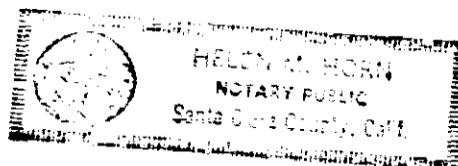
On June 27th, 1966, before me, Helen M. Horn, a Notary Public in and for said County and State, personally appeared

HYMAN WEISEL and RENA WEISEL

known to me to be the President and known to me to be the Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

My commission expires:  
January 11, 1967

[Signature]  
Notary Public  
Helen M. Horn



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