

UNION BANK
50 California Street
San Francisco, California
ATTN: STEVE BURICH

69836
AUG - 5 1975

RECORDED AT COUNTY OF
TRAILBLAZER-CAT... INC. CO.
AUG - 5 1975
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DocuSigned by:
Dennis Scardaci
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DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned are owners of all real property in the County of Contra Costa, State of California, described as follows:

Lots 1, 2, 6, 11, 12, 20, 21, 22, 23, 36, 38, 40, 41, and 42 owned by Union Bank; and Lot #7 owned by Mr. Jack Nyce and Mrs. Sue Nyce; and Lot #33 owned by Mr. Cheng Fong Hsu and Mrs. Wong Woo-Yeng Hsu; and Lot #37 owned by Mr. Benjamin Smith and Mrs. Edythe Smith; and Lot #39 owned by Mr. Martin Smith and Mrs. Kathy Smith, as shown on the map of Subdivision 4130 filed on February 4, 1972 in the office of the County Recorder in and for said County in Book 143 of Maps at pages 30, 31, and 32.

WHEREAS, it is the desire of the undersigned owner to impose salutary and desirable covenants, conditions and restrictions upon the use of said real property for the benefit of any and all persons owning all or a portion of said real property.

NOW THEREFORE, said undersigned owner does hereby declare that the real property herein above described and each lot and plot therein is held and shall be conveyed subject to the covenants, conditions, restrictions and reservations, herein after set forth as follows:

1. For the purpose of this declaration, the word "lot" shall mean any numbered lot shown on the subdivision map herein above referred to.
2. There shall be established on the lots enumerated below certain drainage, covenants, conditions, restrictions and reservations as follows:

LOT 1

An area reserved for the purpose of conveying ordinary storm drainage from Lot 2 through and across Lot 1, containing drainage facilities which are to be maintained clean and operable by the owner of Lot 1, and more particularly described as follows:

A strip of uniform six foot width, the centerline of which commences at a point in the northeasterly line of Lot 1, three feet at right angles from the southeasterly line of Lot 1, thence South 30°45'41" West 42.00 feet; thence South 71° West 30 feet, more or less, to the southwesterly line of Lot 1, said line also being the northeasterly line of Sun View Terrace.

LOT 2

An area reserved for the purpose of conveying ordinary storm drainage from Lot 3 through and across Lot 2, containing drainage facilities which are to be maintained clean and operable by the owner of Lot 2, and more particularly described as follows:

A strip of uniform six foot width, the southeasterly line of which coincides with the southeasterly line of Lot 2, said line also being the westerly line of Port Chicago Highway; extending the full width of Lot 2, from the common boundary with Lot 3 to the common boundary with Lot 1.

LOT 6

An area reserved for the purpose of conveying ordinary storm drainage from Lot 7 through and across Lot 6, containing drainage facilities which are to be maintained clean and operable by the owner of Lot 6, and more particularly described as follows:

A strip of uniform six foot width, the southeasterly line of which coincides with the southeasterly line of Lot 6, said line also being the westerly line of Port Chicago Highway; extending the full width of Lot 6, from the common boundary with Lot 7 to the common boundary with Lot 5.

LOT 7

An area reserved for the purpose of conveying ordinary storm drainage from Lot 8 through and across Lot 7, containing drainage facilities which are to be maintained clean and operable by the owner of Lot 7, and more particularly described as follows:

A strip of uniform six foot width, the southeasterly line of which coincides with the southeasterly line of Lot 7, said line also being the westerly line of Port Chicago Highway; extending the full width of Lot 7, from the common boundary with Lot 18 to the common boundary with Lot 6.

LOT 11

An area reserved for the purpose of conveying ordinary storm drainage from Lot 12 through and across Lot 11, containing drainage facilities which are to be maintained clean and operable by the owner of Lot 11, and more particularly described as follows:

A strip of uniform six foot width, the southeasterly line of which coincides with the southeasterly line of Lot 11, said line also being the common boundary with Lot 10; extending the full width of Lot 11, from the common boundary with Lot 12 to the northeasterly line of Sun View Place.

LOT 12

An area reserved for the purpose of conveying ordinary storm drainage from Lot 13 through and across Lot 12, containing drainage facilities which are to be maintained clean and operable by the owner of Lot 12, and more particularly described as follows:

A strip of uniform six foot width, the southeasterly line of which coincides with the southeasterly line of Lot 12, said line also being the common boundary with Lot 9; extending the full width of Lot 12, from the common boundary with Lot 13 to the common boundary with Lot 11.

LOT 20

An area reserved for the purpose of conveying ordinary storm drainage from Lots 19 and 27 through and across Lot 20, containing drainage facilities which are to be maintained clean and operable by the owner of Lot 20, and more particularly described as follows:

A strip of uniform six foot width, the northwesterly line of which coincides with the northwesterly line of Lot 20, said line also being the common boundary with Lot 27; extending the full width of Lot 20, from the common boundary with Lot 19 to the common boundary with Lot 21.

LOT 21

An area reserved for the purpose of conveying ordinary storm drainage from Lots 20 and 26 through and across Lot 21, containing drainage facilities which are to be maintained clean and operable by the owner of Lot 21, and more particularly described as follows:

A strip of uniform six foot width, the northwesterly line of which coincides with the northwesterly line of Lot 21, said line also being the common boundary with Lot 26; extending the full width of Lot 21, from the common boundary with Lot 20 to the common boundary with Lot 22.

LOT 22

An area reserved for the purpose of conveying ordinary storm drainage from Lots 21 and 25 through and across Lot 22, containing drainage facilities which are to be maintained clean and operable by the owner of Lot 22, and more particularly described as follows:

A strip of uniform six foot width, the northwesterly line of which coincides with the northwesterly line of Lot 22, said line also being the common boundary with Lot 25; extending the full width of Lot 22, from the common boundary with Lot 21 to the common boundary with Lot 23.

LOT 23

An area reserved for the purpose of conveying ordinary storm drainage from Lots 22 and 24 through and across Lot 23, containing drainage facilities which are to be maintained clean and operable by the owner of Lot 23, and more particularly described as follows:

A strip of uniform six foot width, the northwesterly line of which coincides with the northwesterly line of Lot 23, said line also being the common boundary with Lot 24; extending the full width of Lot 23, from the common boundary with Lot 22 to the northeasterly line of Sun View Place.

LOT 36

An area reserved for the purpose of conveying ordinary storm drainage from Lot 35 through and across Lot 36, containing drainage facilities which are to be maintained clean and operable by the owner of Lot 36, and more particularly described as follows:

A strip of uniform four foot width, the centerline of which commences at a point in the northeasterly line of Lot 36, 14.00 feet from the most easterly corner of Lot 36; thence South 27°38'28" West 52.00 feet; thence South 27°21'32" East 16 feet, more or less, to the southeasterly line of Lot 36, said line also being the northwesterly line of Sun View Court.

LOT 33

An area reserved for the purpose of conveying ordinary storm drainage from Lot 32 through and across Lot 33, containing drainage facilities which are to be maintained clean and operable by the owner of Lot 33, and more particularly described as follows:

A strip of uniform six foot width, the northwesterly line of which coincides with the northwesterly line of Lot 33, said line also being the common boundary with Lot 32; commencing at the southwesterly line of Lot 33, common boundary with Lot 38, and extending North 27°38'28" East 68.00 feet.

LOT 38

An area reserved for the purpose of conveying ordinary storm drainage from Lot 33 and 37 through and across Lot 38, containing drainage facilities which are to be maintained clean and operable by the owner of Lot 38, and more particularly described as follows:

Beginning at the most northerly corner of Lot 38, said point also being common to Lots 32, 33, and 39; thence South $62^{\circ}21'32''$ East 6.00 feet along the northeasterly line of Lot 38; thence at right angles South $27^{\circ}38'28''$ West 9.00 feet; thence at right angles South $62^{\circ}21'32''$ East 48.00 feet; thence at right angles North $27^{\circ}38'28''$ East 9.00 feet to the northeasterly line of Lot 38; thence South $62^{\circ}21'32''$ East 6.00 feet along said line to the most easterly corner of Lot 38; thence at right angles South $27^{\circ}38'28''$ West 15.00 feet along the southeasterly line of Lot 38; thence at right angles North $62^{\circ}21'32''$ West 60.00 feet to the northwesterly line of Lot 38; thence at right angles North $27^{\circ}38'28''$ East 15.00 feet along said line to the point of beginning.

LOT 39

An area reserved for the purpose of conveying ordinary storm drainage from Lots 38 and 40 through and across 39, containing drainage facilities which are to be maintained clean and operable by the owner of Lot 39, and more particularly described as follows:

Beginning at the most southerly corner of Lot 39, said point being common with Lot 38 and in the northeasterly line of Sun View Terrace; thence North $62^{\circ}21'32''$ West 6.00 feet along said line; thence at right angles North $27^{\circ}38'28''$ East 85.00 feet; thence at right angles North $62^{\circ}21'32''$ West 54.00 feet to the northwesterly line of Lot 39; thence at right angles North $27^{\circ}38'28''$ East 6.00 feet along said line; thence at right angles South $62^{\circ}21'32''$ East 60.00 feet to the southeasterly line of Lot 38; thence at right angles South $27^{\circ}38'28''$ West 91.00 feet along said line to the point of beginning.

LOT 40

An area reserved for the purpose of conveying ordinary storm drainage from Lot 31 through and across Lot 40, containing drainage facilities which are to be maintained clean and operable by the owner of Lot 40, and more particularly described as follows:

Beginning at the most easterly corner of Lot 40, said point also being common to Lots 31, 32, and 39; thence South $27^{\circ}38'28''$ West 15.00 feet along the southeasterly line of Lot 40; thence at right angles North $62^{\circ}21'32''$ West 6.00 feet; thence at right angles North $27^{\circ}38'28''$ East 15.00 feet to the northeasterly line of Lot 38; thence at right angles South $62^{\circ}21'32''$ East 6.00 feet along said line to the point of beginning.

LOT 41

An area reserved for the purpose of conveying ordinary storm drainage from Lots 30 and 42 through and across Lot 41, containing drainage facilities which are to be maintained clean and operable by the owner of Lot 41, and more particularly described as follows:

A strip of uniform four foot width, the centerline of which commences at a point in the northeasterly line of Lot 41, two feet at right angles from the northwesterly line of Lot 41, thence South $27^{\circ}38'28''$ West 82.00 feet; thence South 41° East 49 feet, more or less, to a point in the southwesterly line of Lot 41, said line also being the northeasterly line of Sun View Terrace.

3. A plat (consisting of ten pages) showing each area so reserved on said lots is attached hereto.
4. Within the areas above reserved, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such drainage facilities, or which may change direction of flow of drainage, or which may obstruct or retard the flow of water through the area reserved.
5. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them from the date this instrument is recorded.
6. In the event the party hereto, or their heirs or assigns, shall violate or attempt to violate any of the covenants, conditions, restrictions or reservations herein set forth, it shall be lawful for any person owning any real property subject hereto, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, conditions, restrictions or reservations and either to prevent him or them from so doing or to recover damages for such violations.
7. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
8. The breach of any of the foregoing conditions, covenants, restrictions or reservations shall not defeat the lien of any mortgage or deed of trust made in good faith and for value; provided, however, that the purchaser at any foreclosure sale under any such mortgage or deed of trust and at any trustee's sale under any such deed of trust, his or its successors and assigns, shall take and there after hold the title subject to all of the conditions, covenants, restrictions or reservations set forth in this Declaration.

IN WITNESS WHEREOF, the undersigned have here unto set our hand this 21st day of July, 1975.

UNION BANK, a California Corporation

By: Donald A. Benioff
Donald A. Benioff, Vice President

By: Steve Burich
Steve Burich, Asst. Vice President

SEAL AFFIXED

By: Jack Nyce
Mr. Jack Nyce

By: EXCLUDED
Benjamin Smith

By: Mrs. Sue Nyce
Mrs. Sue Nyce

By: _____
Edythe Smith

By: Cheng Fong Hsu
Cheng Fong Hsu
his attorney in fact

By: Martin Smith
Martin Smith

By: Wong Woo Yeng Hsu
Wong Woo Yeng Hsu

By: Kathy Smith
Kathy Smith

Witnessed By: Richard Brown

BOOK 7583 232

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

} SS

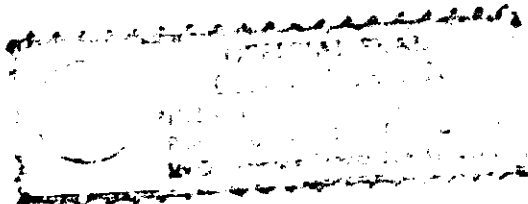
ON August 4, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

DONALD A. BONNIE known to me to be the

VICE President, and STEVE BURICH

ASSISTANT VICE PRESIDENT

known to me to be the Secretary of the Corporation that executed the within instrument and the officers who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-laws or a Resolution of its Board of Directors.



CORPORATION ACKNOWLEDGMENT
Form No. 14

Notary's Signature

Type or Print Notary's Name

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

} SS

ON AUGUST 4, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RICHARD J. NEVINS

known to me to be the same person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposes and says that he resides in CONTRA COSTA

COUNTY & that he was present and saw JACK NYCE & SUE NYCE & MARTIN SMITH & KATHY SMITH personally known to him to be the same person(s) described in and who

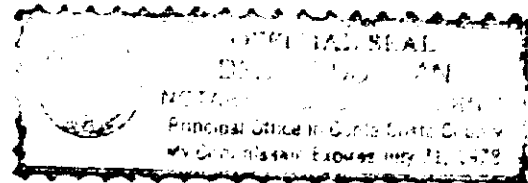
executed the said within instrument as THEDIPART thereto, sign, seal and deliver the same; and that said PARTIES

that they duly acknowledged in the presence of said affiant

that they executed the same, and that he, the said

affiant, did thereupon at THEDIPART

request subscribed his name as a witness thereto.



WITNESS ACKNOWLEDGMENT
Form No. 18

Notary's Signature

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

} SS

ON August 1, 1975, before me, the

undersigned, a Notary Public in and for said County and State personally appeared

W. W. YENG, H.

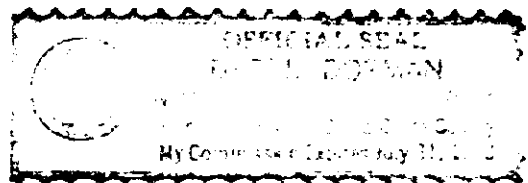
known to me to be the person

whose name is subscribed to the within instrument as the ATTORNEY IN FACT

of CHENG FONG HSU and acknowledged to me

that s/he subscribed the name of CHENG FONG HSU

thereto as principal, and her own name as ATTORNEY IN FACT.



ATTORNEY IN FACT ACKNOWLEDGMENT

Notary's Signature

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

} SS

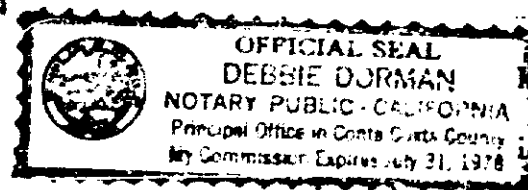
ON August 1, 1975 before me, the

undersigned, a Notary Public in and for said County and State, personally appeared

LONG LOO YENG, HSU

known to me to be the person whose name is subscribed to the within

instrument, and acknowledged to me that s/he executed the same.



Notary's Signature

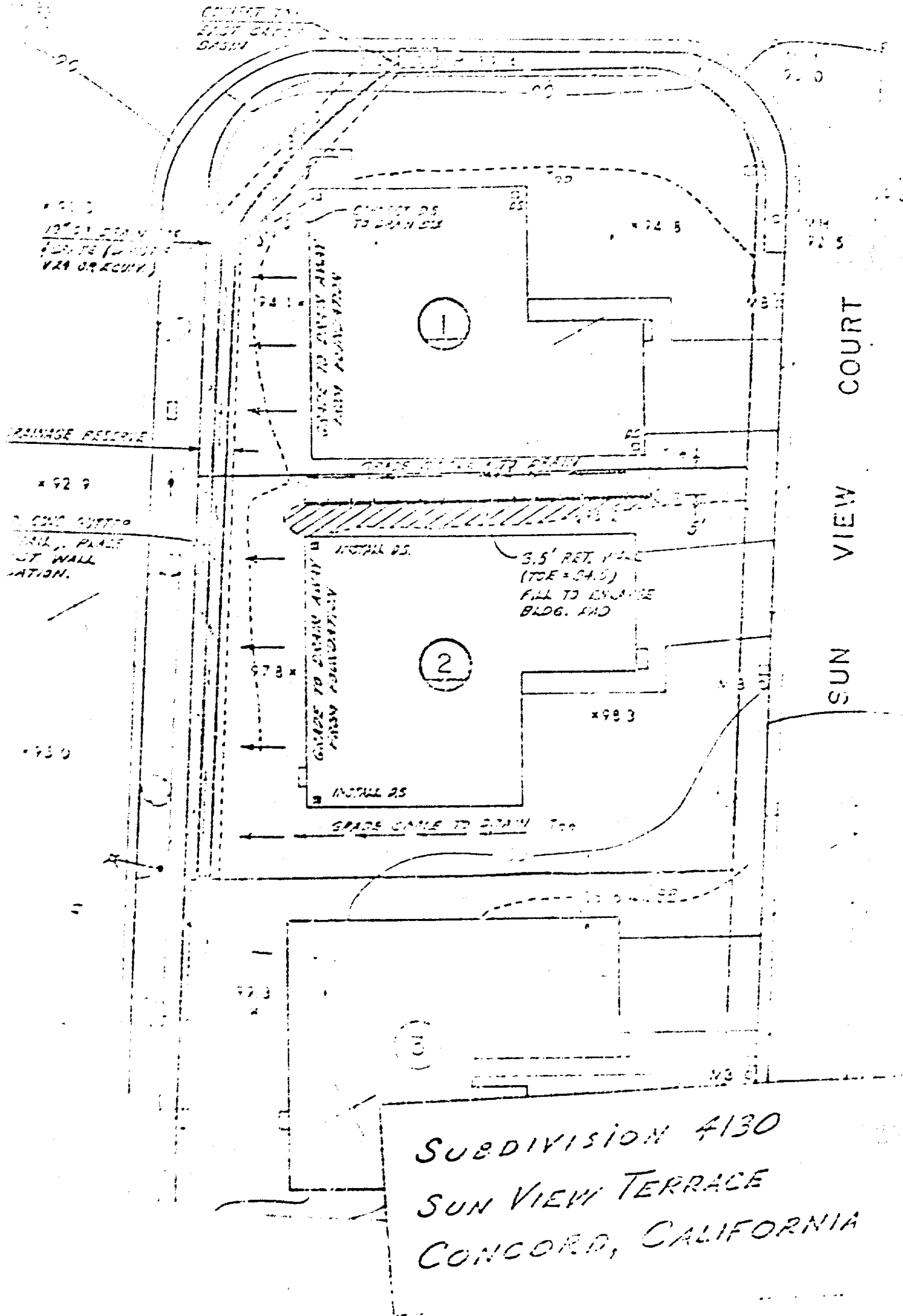
GENERAL ACKNOWLEDGMENT
Form No. 16

C.M.H.

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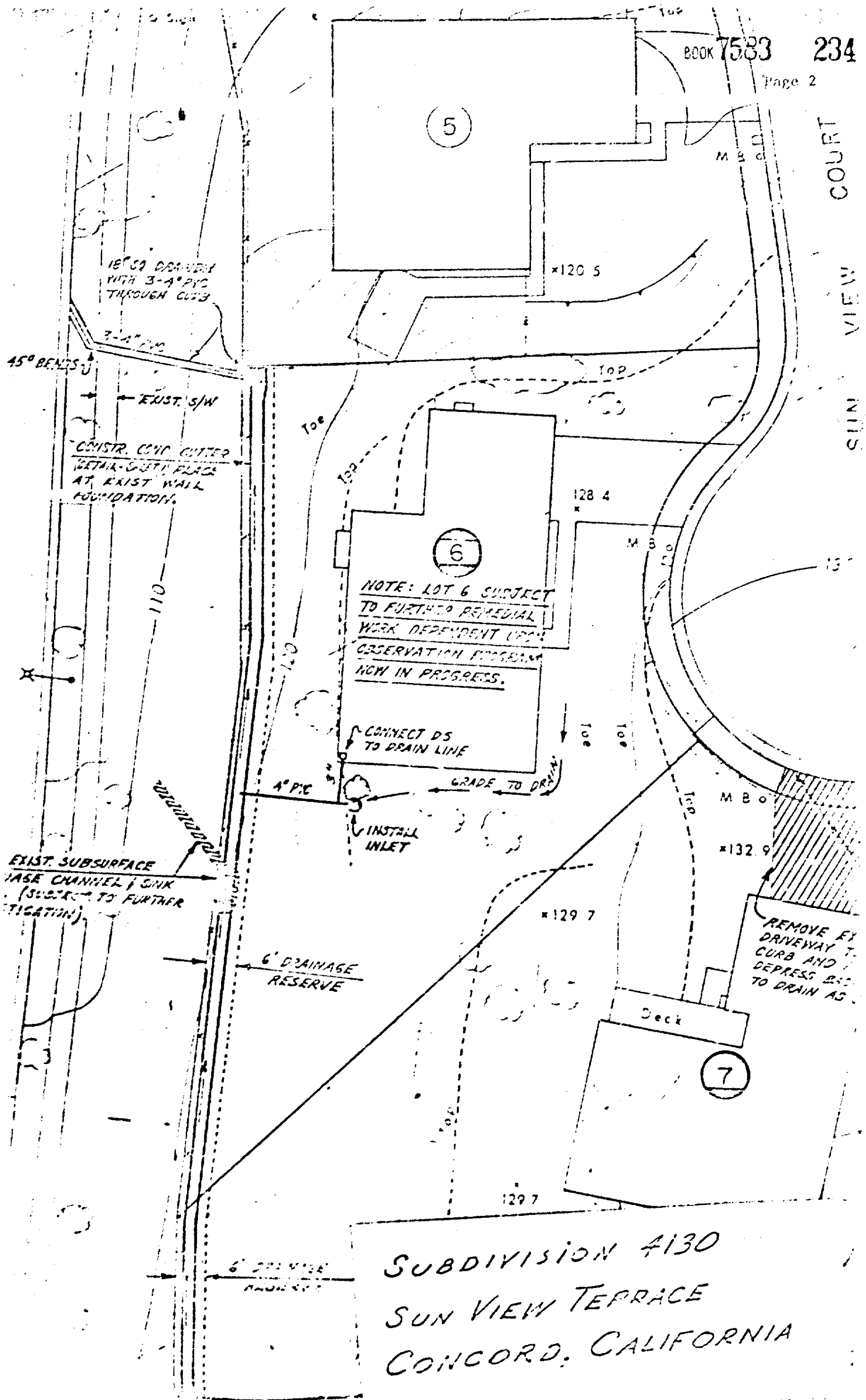
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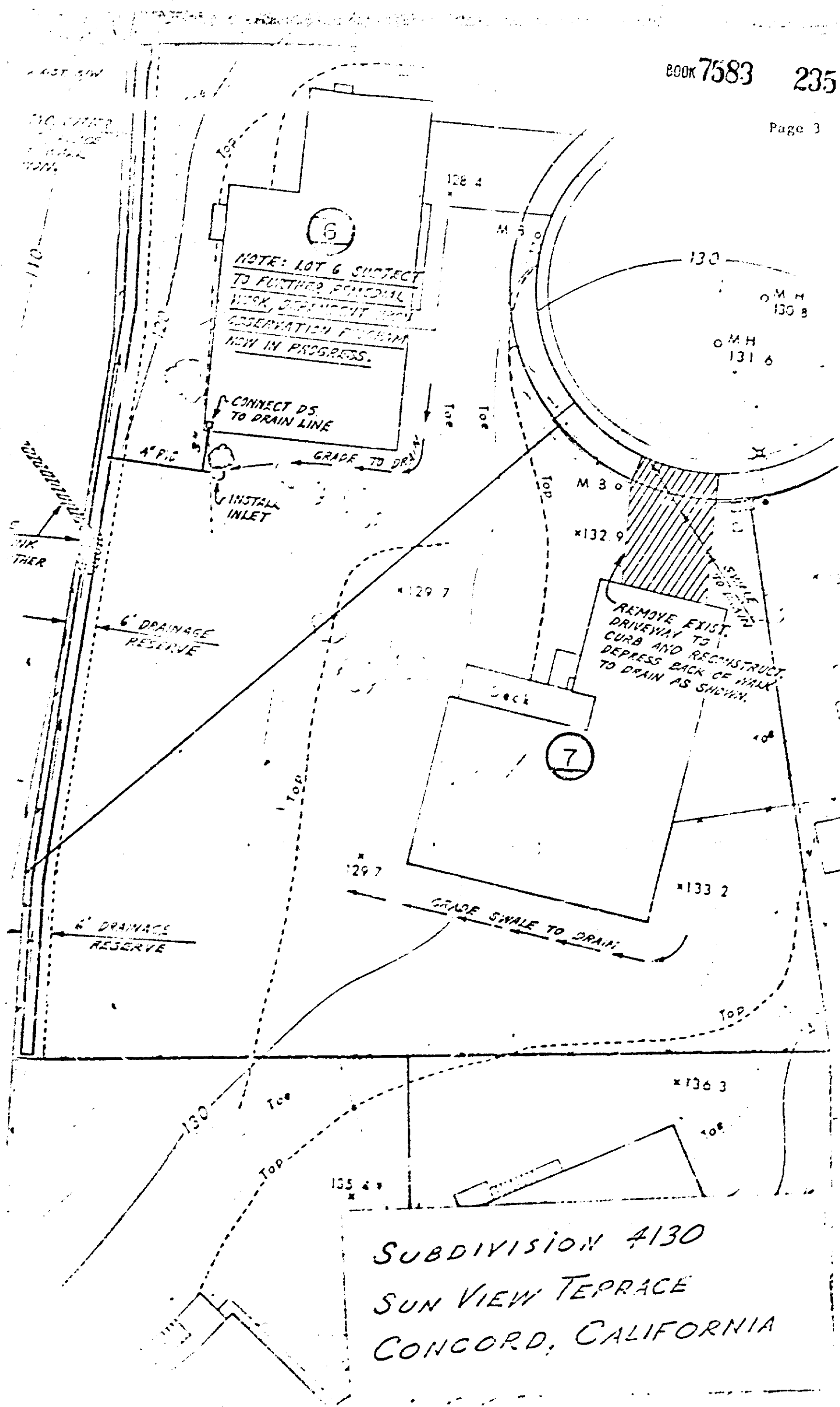
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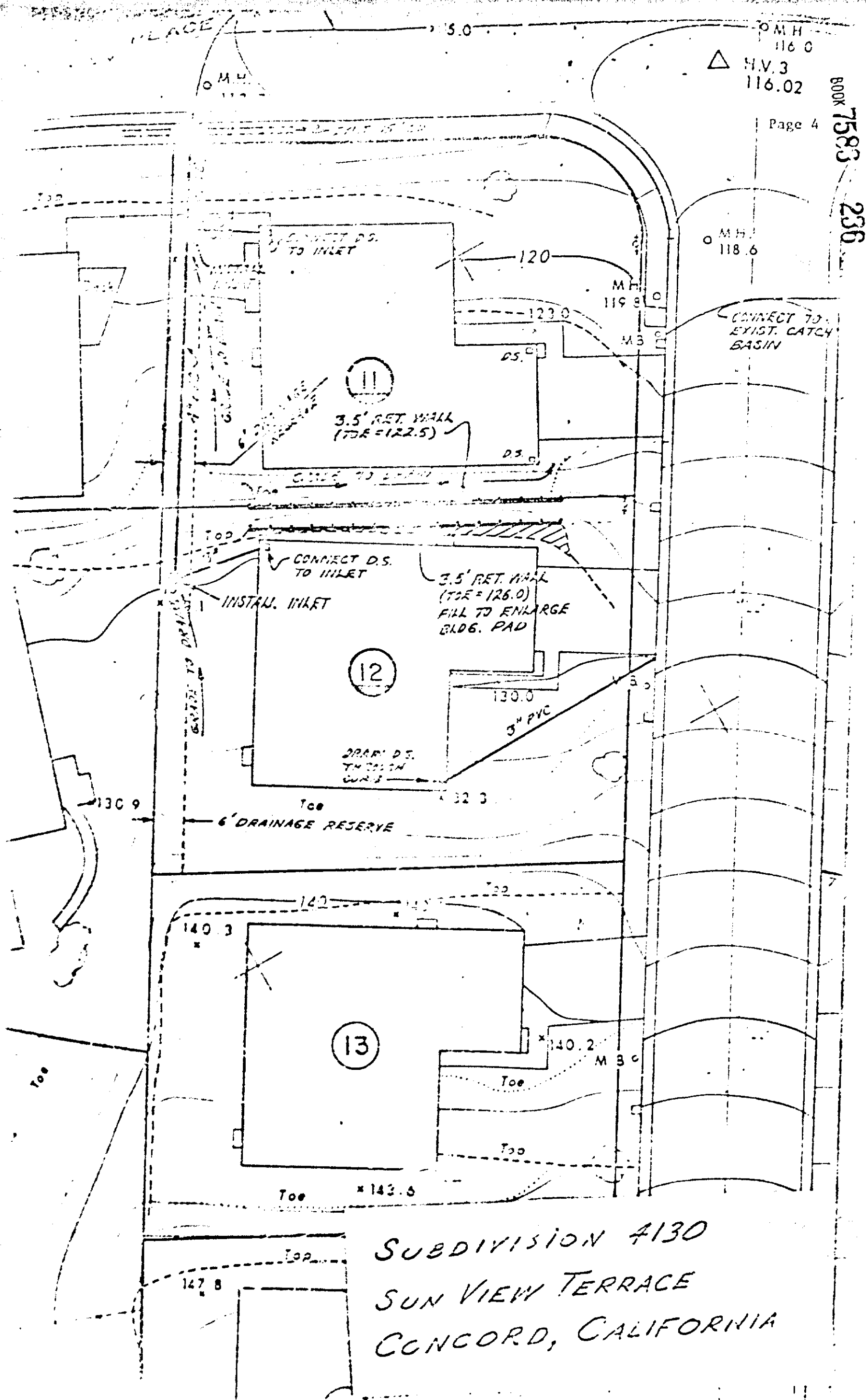
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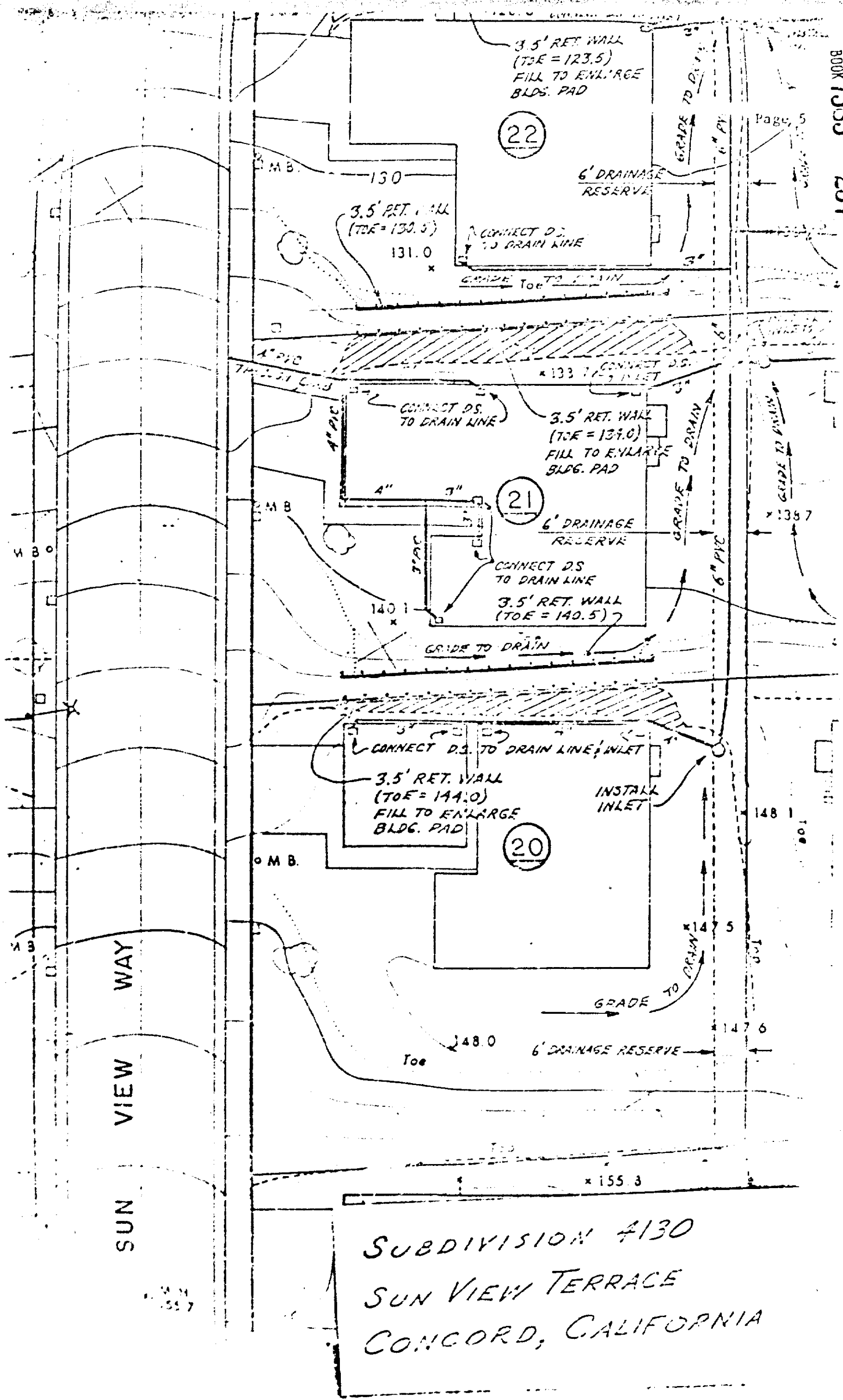
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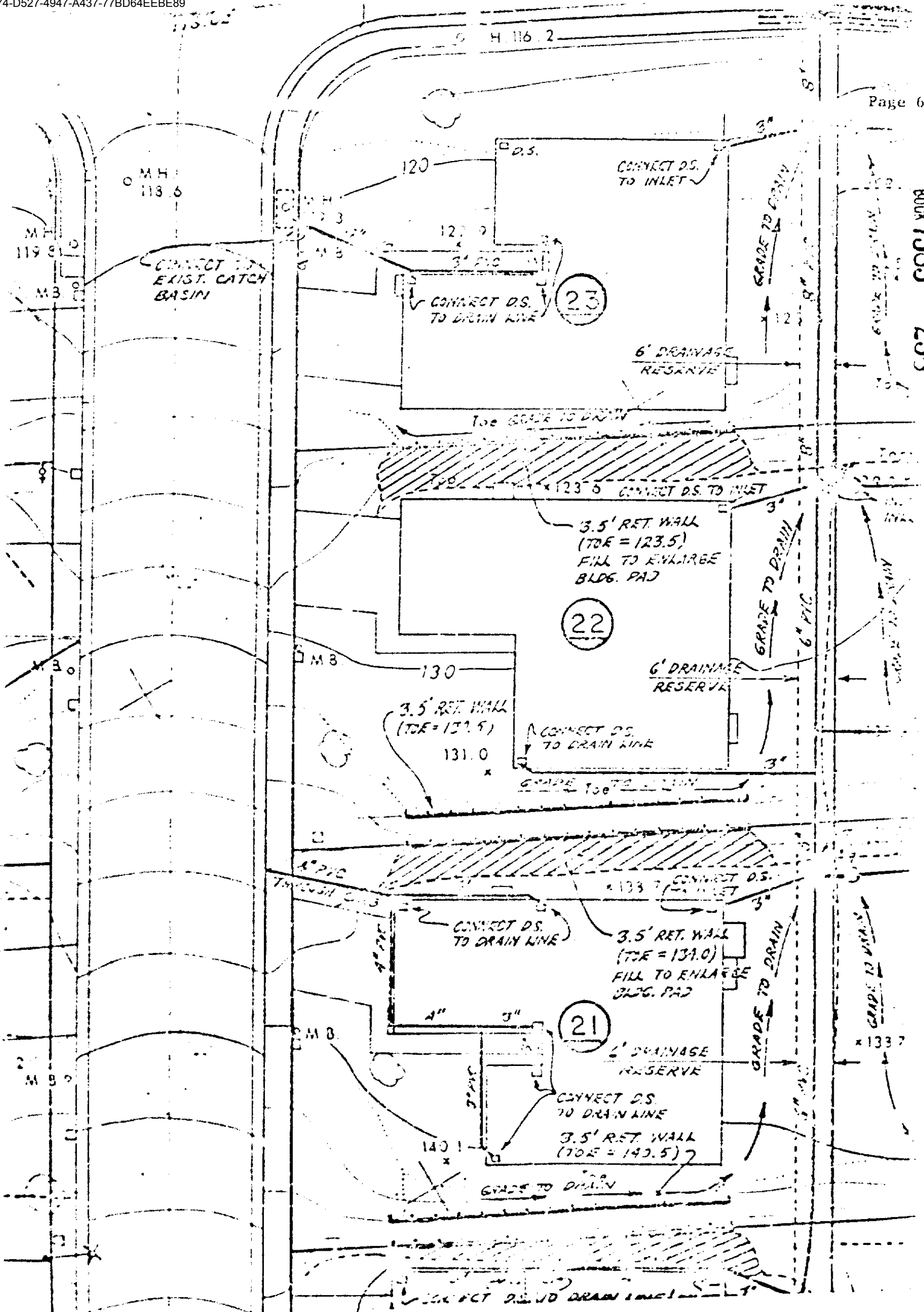
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SUN VIEW TERRACE
CONCORD, CALIFORNIA







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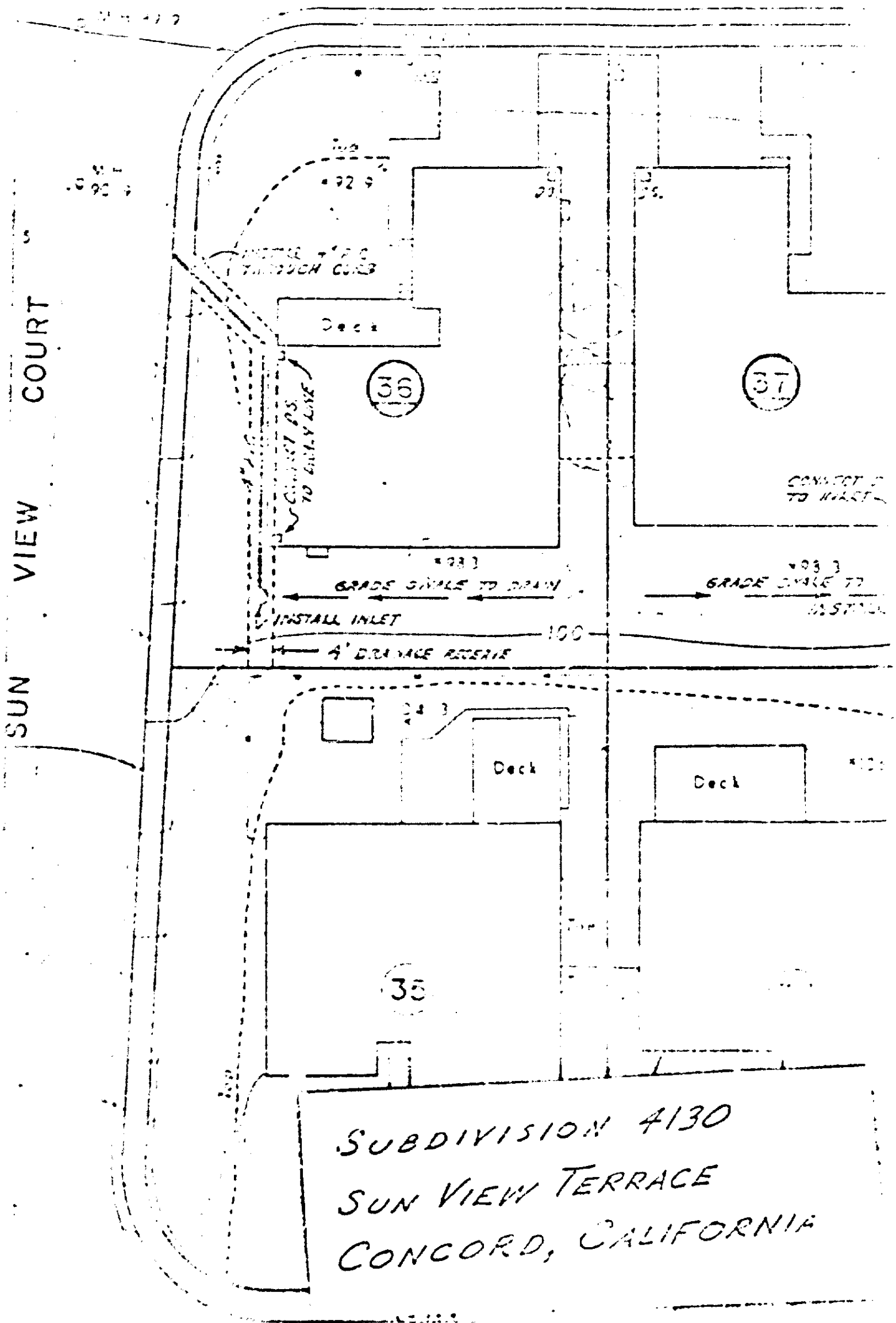
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 CONCORD, CALIFORNIA

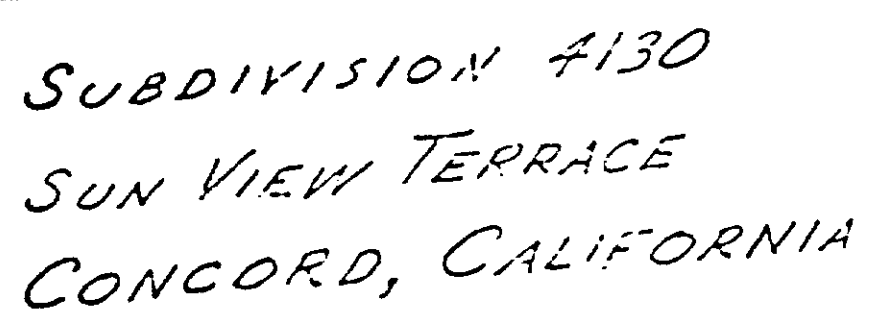
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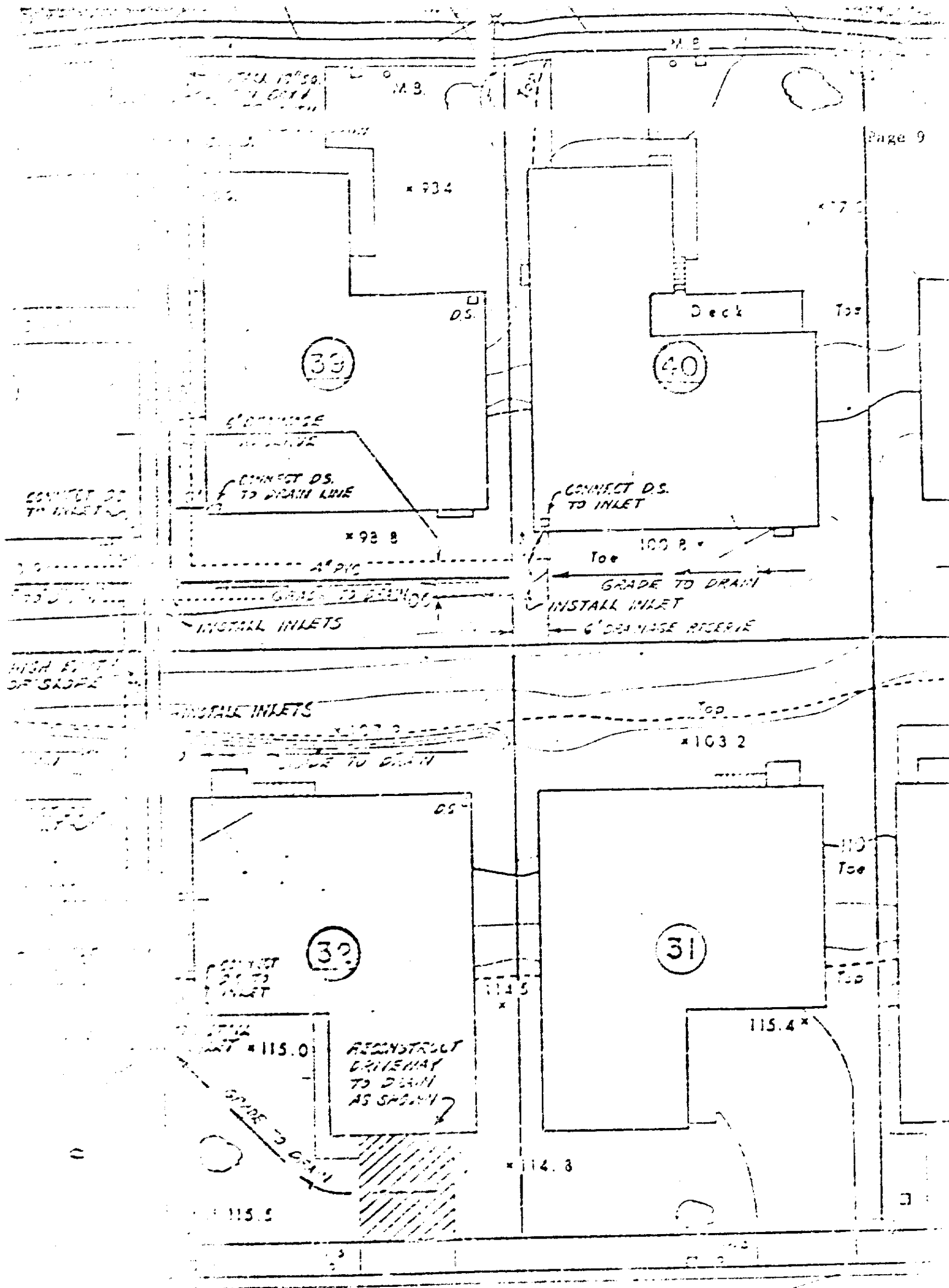
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SUN VIEW TERRACE

△ H.V.I.
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SUBDIVISION 4130
SUN VIEW TERRACE
CONCORD, CALIFORNIA

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