

DocuSigned by:
Dennis Scardaci 4/15/2025 | 5:33 PM PDT
E864EAC44401481

mail TO:
TRANS AMERICA TITLE
3360 CLAYTON RD.
CONCORD, CALIF. JAN 21 1976 6387
DECLARATION OF RESTRICTIONS

Page 1 of 2
Transamerica Title
Recorded at request of
at 9 min. Post. 11 m.
Costa County Recorder
J. R. Olson, Recorder FEE: \$
JAN 21 1976 21.00

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

Lot 40 and Lot 41 owned by Union Bank 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 work "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 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°38'28" West 15.00 feet along the southeasterly line of Lot 40; thence at right angles North 62°21'32" West 6.00 feet; thence at right angles North 27°38'28" East 15.00 feet to the northeasterly line of Lot 38; thence at right angles South 62°21'32" East 6.00 feet along said line to the point of beginning.

Also an area reserved for the purpose of conveying ordinary storm drainage from Lots 30, 41, and 42 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:

A strip of uniform 6 foot width, the centerline of which commences at a point in the northwesterly line of Lot 40, 12.00 feet from the most northerly corner of Lot 40; thence South 62°21'32" East 6.00 feet; thence South 27°38'28" West 58.67 feet; thence South 18°55'10" West 29.68 feet, more or less, to a point in the southwesterly line of Lot 40, 10.50 feet from the most westerly corner of Lot 40, said southwesterly line also being the northeasterly line of Sun View Terrace.

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 6 foot width, the centerline of which lies 12.00 feet southwesterly of and parallel to the northeasterly line of Lot 41 and extending from the southeasterly line of Lot 41 to the northwesterly line of Lot 41.

3. A plat (consisting of one page) showing each area so reserved on said lots is attached hereto.

BOOK 7743 PG 117

BOOK 7743 PG 118

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 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.

The above drainage reserve descriptions supercede and replace those drainage reserve descriptions for lot #40 and lot #41 recorded August 5, 1975 Book 7583, page 227, Series No. 69836 of the Official Records.

IN WITNESS WHEREOF, the undersigned have here unto set our hand this 14th day of January, 1976.

~~UNION BANK, a California Corporation~~

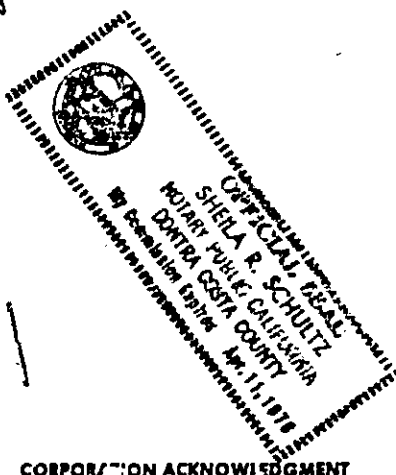
By: Donald A. Benioff
Donald A. Benioff, Vice President

By: Steve Burich
Steve Burich, Asst. Vice President

STATE OF CALIFORNIA
COUNTY OF Contra Costa

} SS

ON January 19, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Donald A. Benioff known to me to be the Vice President, and Steve Burich known to me to be the Assistant Vice President 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.



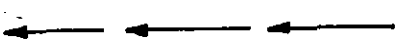
CORPORATION ACKNOWLEDGMENT

Notary's Signature

Sheila R. Schultz
Sheila R. Schultz

Type or Print Notary's Name

LEGEND



SWALE AT 1%



INLET (CHRISTIE VI
OR EQUIVALENT)



DRAIN LINE (PVC OR
APPROVED SMOOTH-BORE
ALTERNATE)



EXISTING DOWNSPOUT



NEW DOWNSPOUT



RETAINING WALL
(SEE DETAIL)



DRAINAGE RESERVE



INDICATES LOT REQUIRING
CITY APPROVAL FOR OCCUPANCY



EXISTING ROOF GUTTER



ADDITIONAL ROOF GUTTER



SLAB CONSTRUCTED OR
RECONSTRUCTED

EXIST. HOUSE 2

EXIST. GROUND

3' MIN.

5' MIN.

2x KICKERS (TYPICAL)

8x8 POSTS (10' LONG AT UPPER WALL) @ 4' O.C.

TOE

CLASS 2 PERMEABLE MATERIAL, OR APPROVED ALTERNATE (3/4" MAX. AGGREGATE) BEHIND WALLS

18" MIN.

CLASS B P.C.C. IN 18" DIA. HOLES (PLACE AGAINST UNDISTURBED EARTH)

PLACE & COMPACT 12" (MIN.) THICKNESS NATIVE CLAY OVER GRAVEL (TYPICAL)

3.5' (TYP.)

4' MIN.

EXIST. HOUSE

TOE

F.G.

6" MIN. BELOW

GRADE SWALE AT 1%

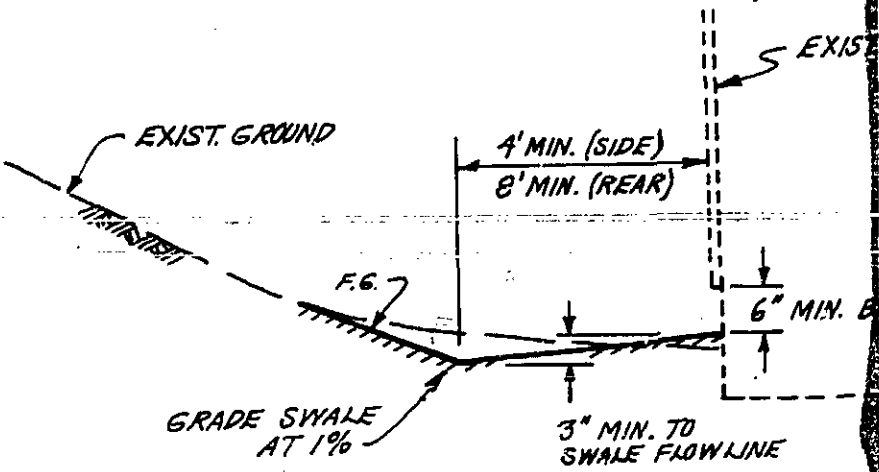
8x8 POSTS (8' LONG AT LOWER OR SINGLE WALL) @ 4' O.C.

3.5' RETAINING WALL DETAIL

N. T. S.

USE

ON WOOD SIDING

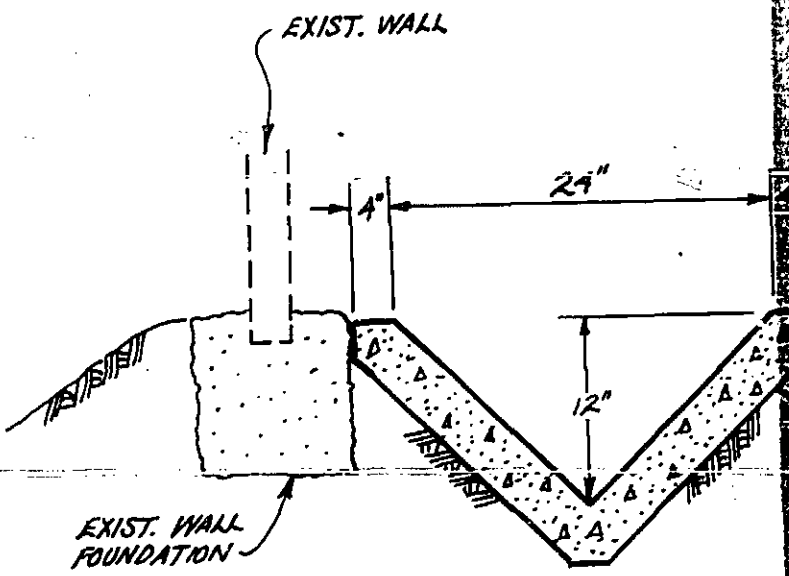


TYPICAL SIDE AND REAR YARD G
N.T.S.

BOOK 7743 PG 122

EXIST. HOUSE

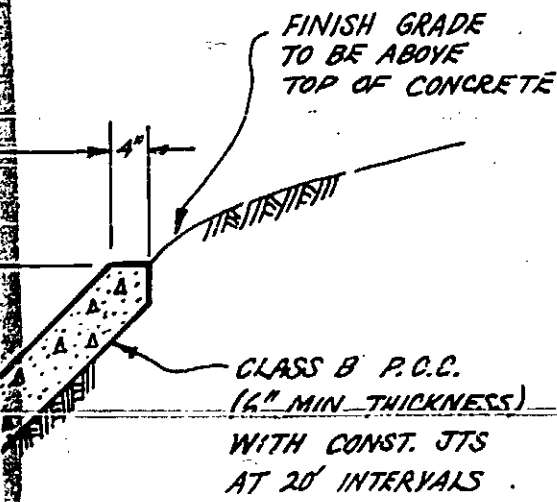
IN. BELOW WOOD SIDING



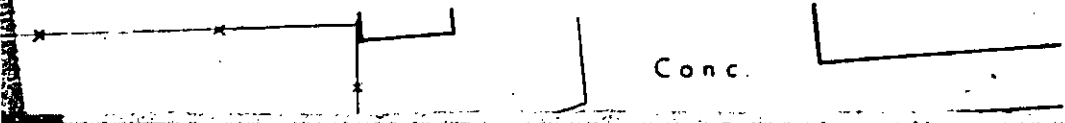
GRADING



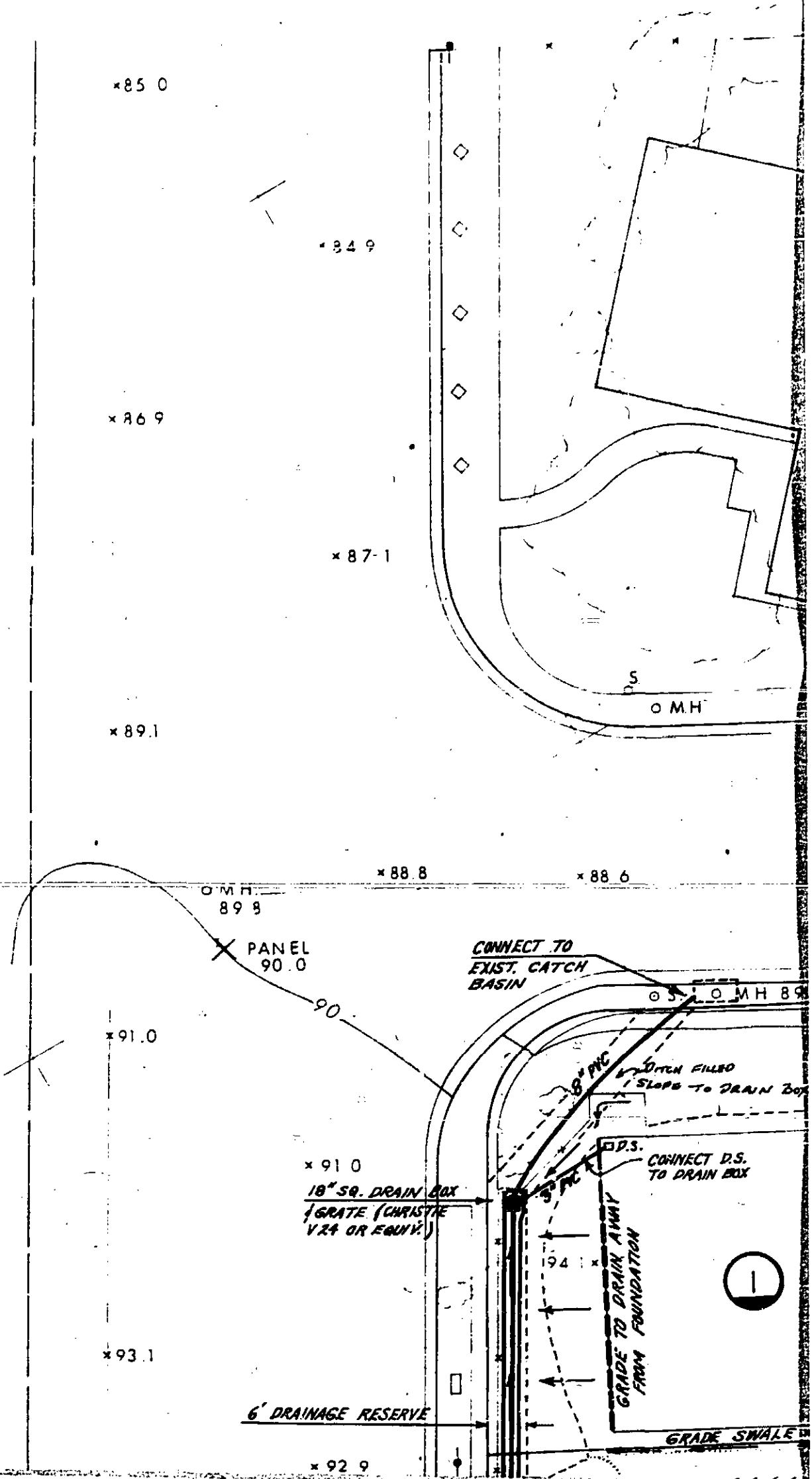
Handwritten signature and notes



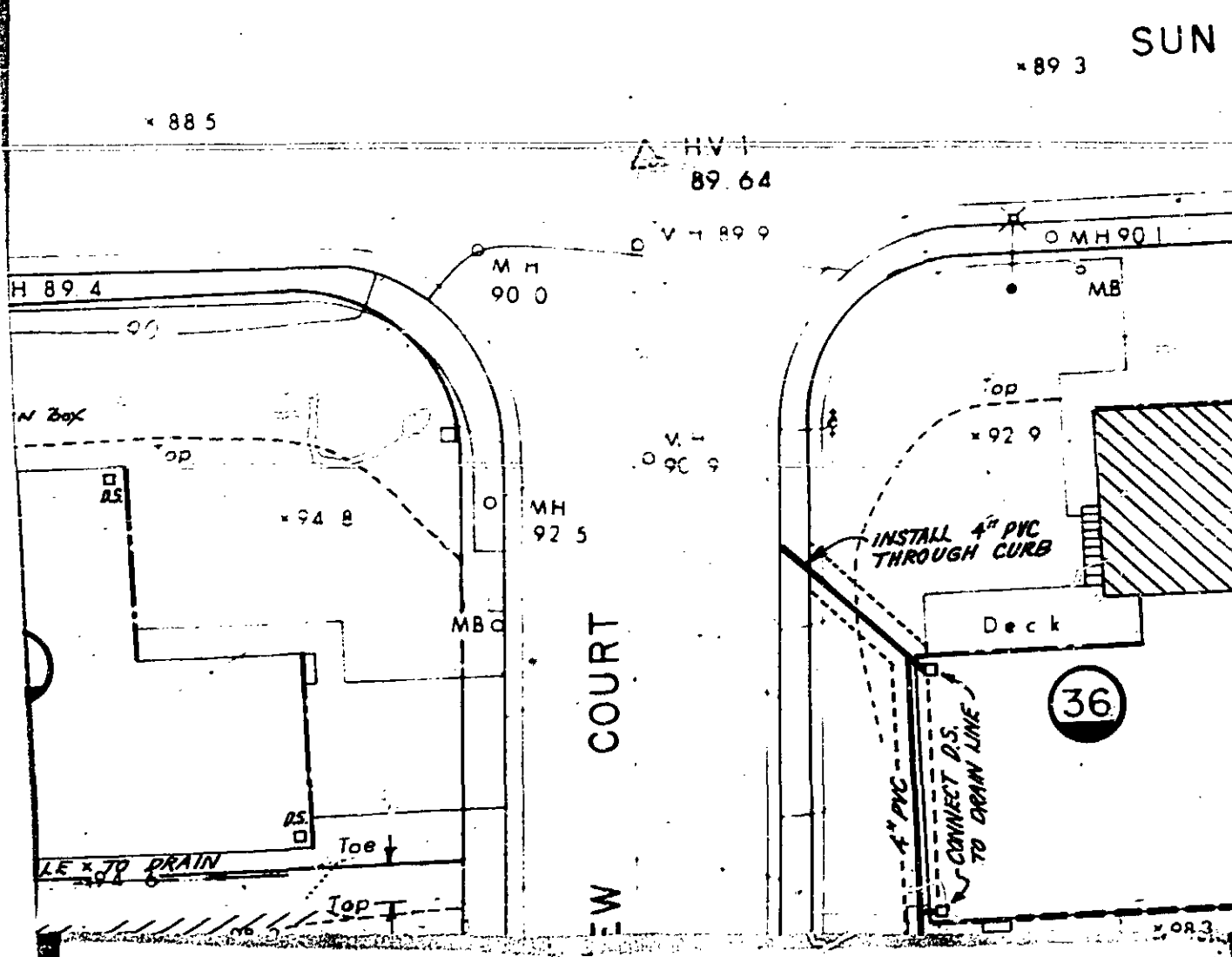
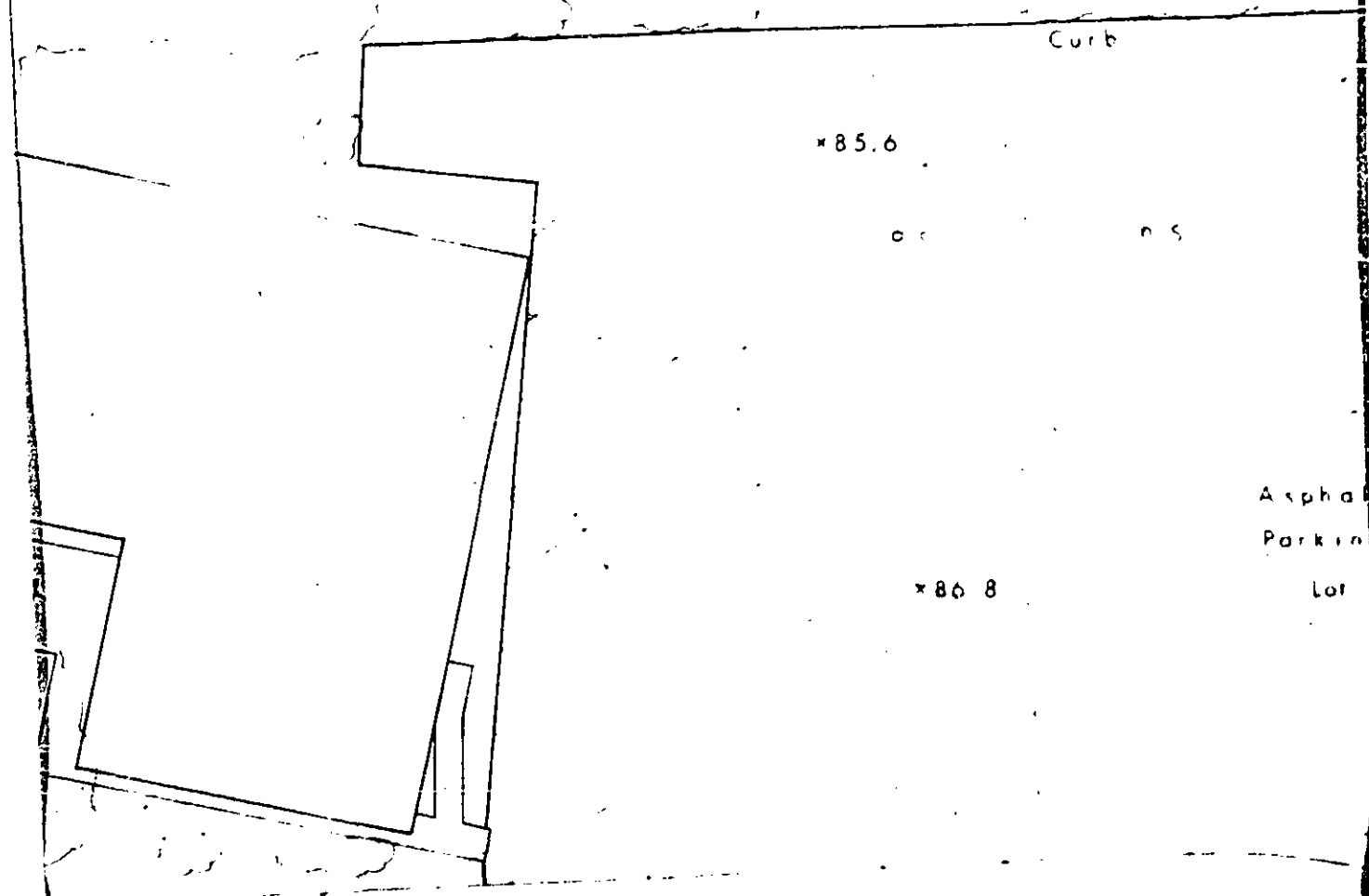
GUTTER

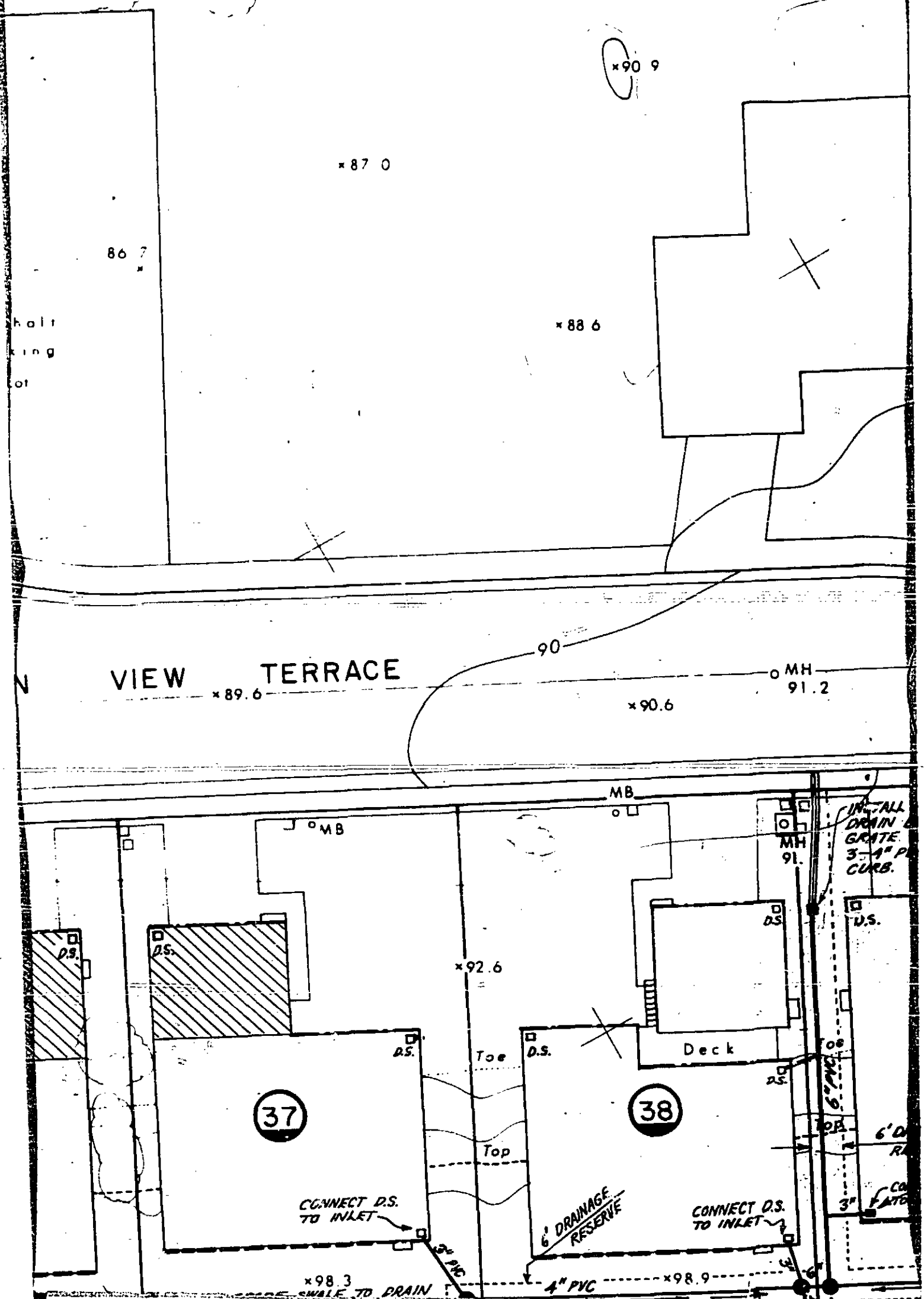


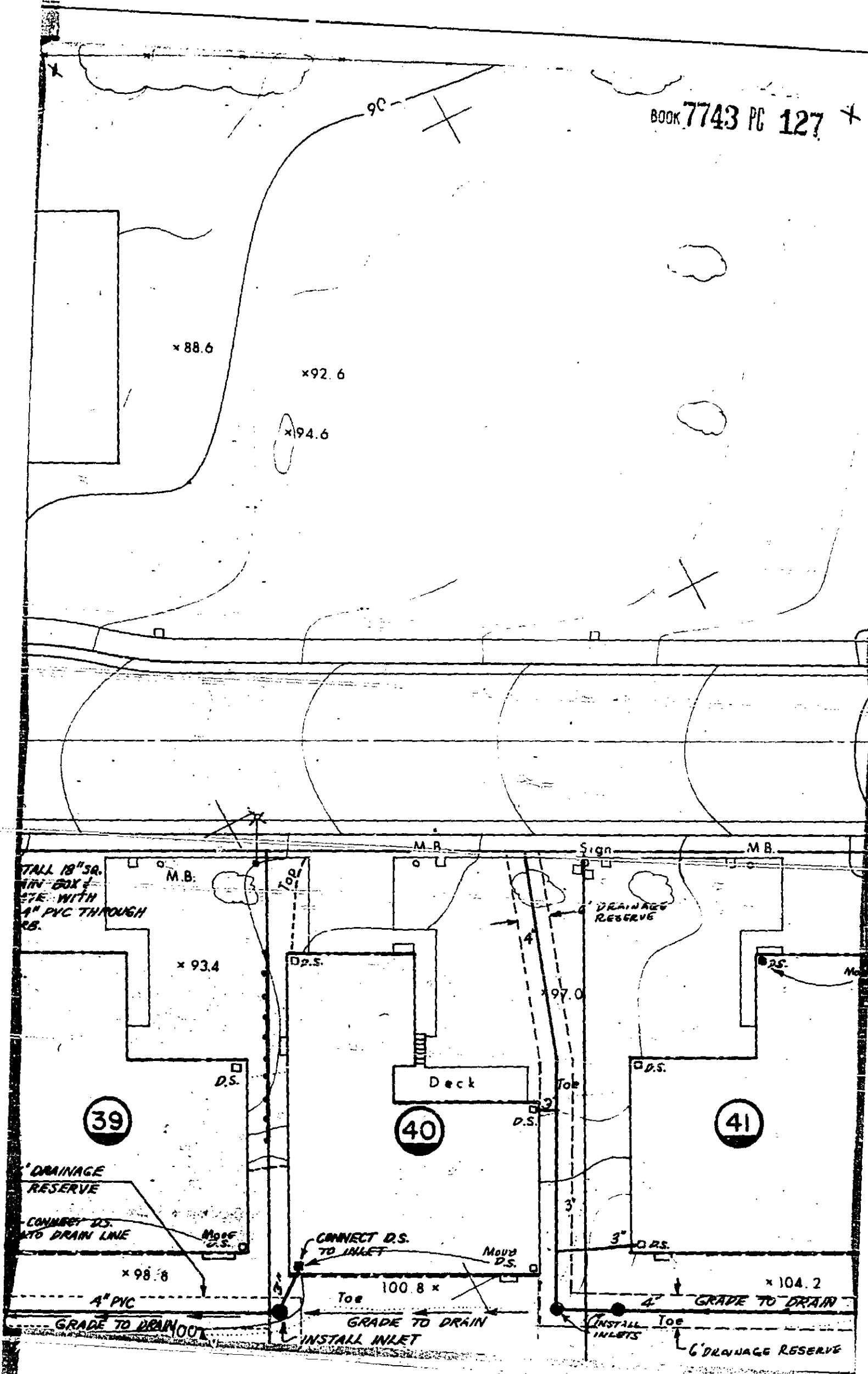
BOOK 7743 PG 124



BOOK 7743 PG 125

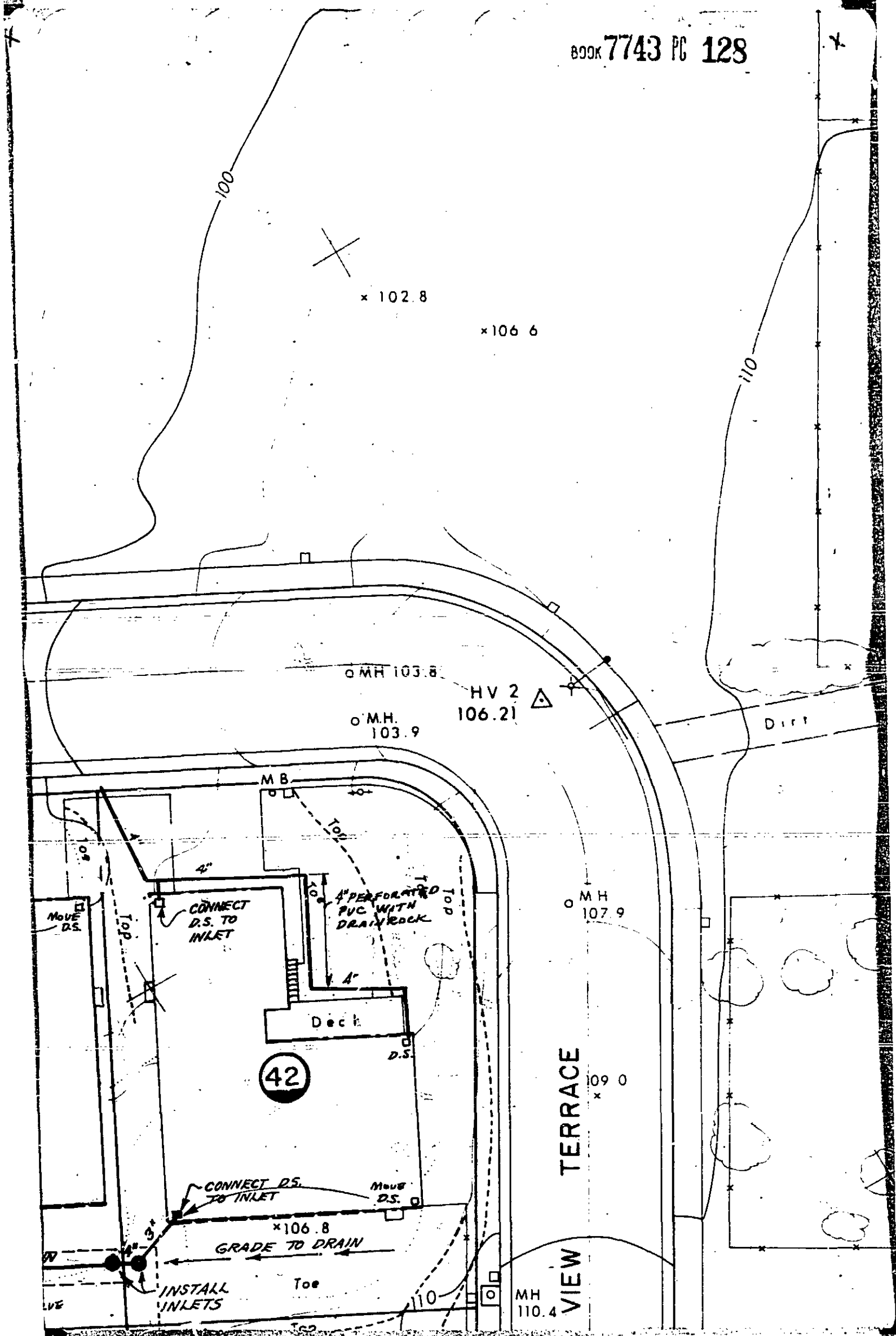




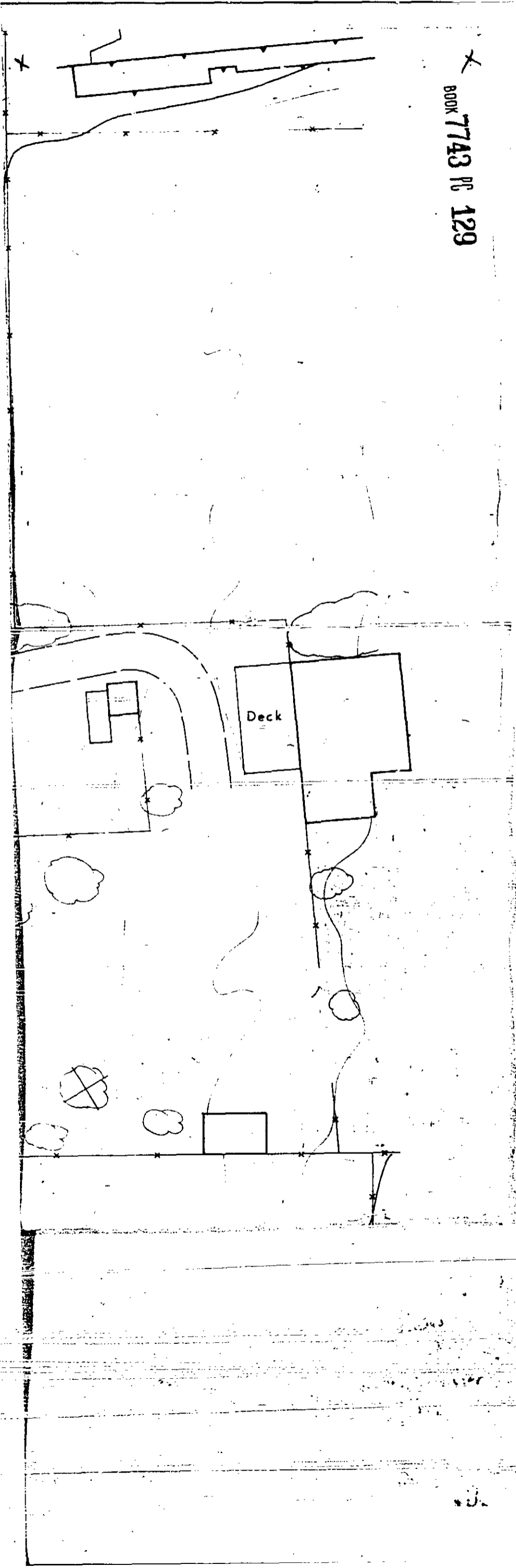


BOOK 7743 PG 127

BOOK 7743 PG 128



BOOK 7743 PG 129



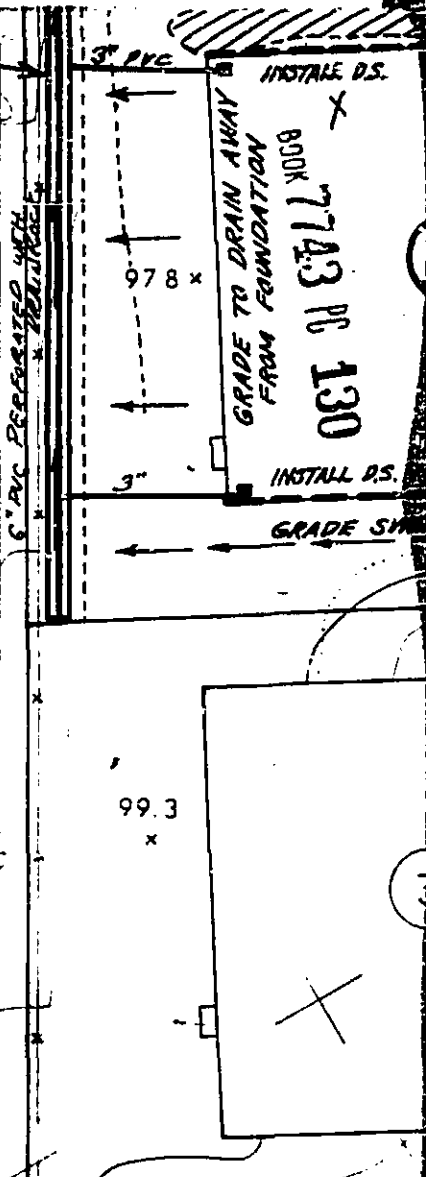
CONSTR. CONC. GUTTER
(SEE DETAIL). PLACE
AT EXIST. WALL
FOUNDATION.

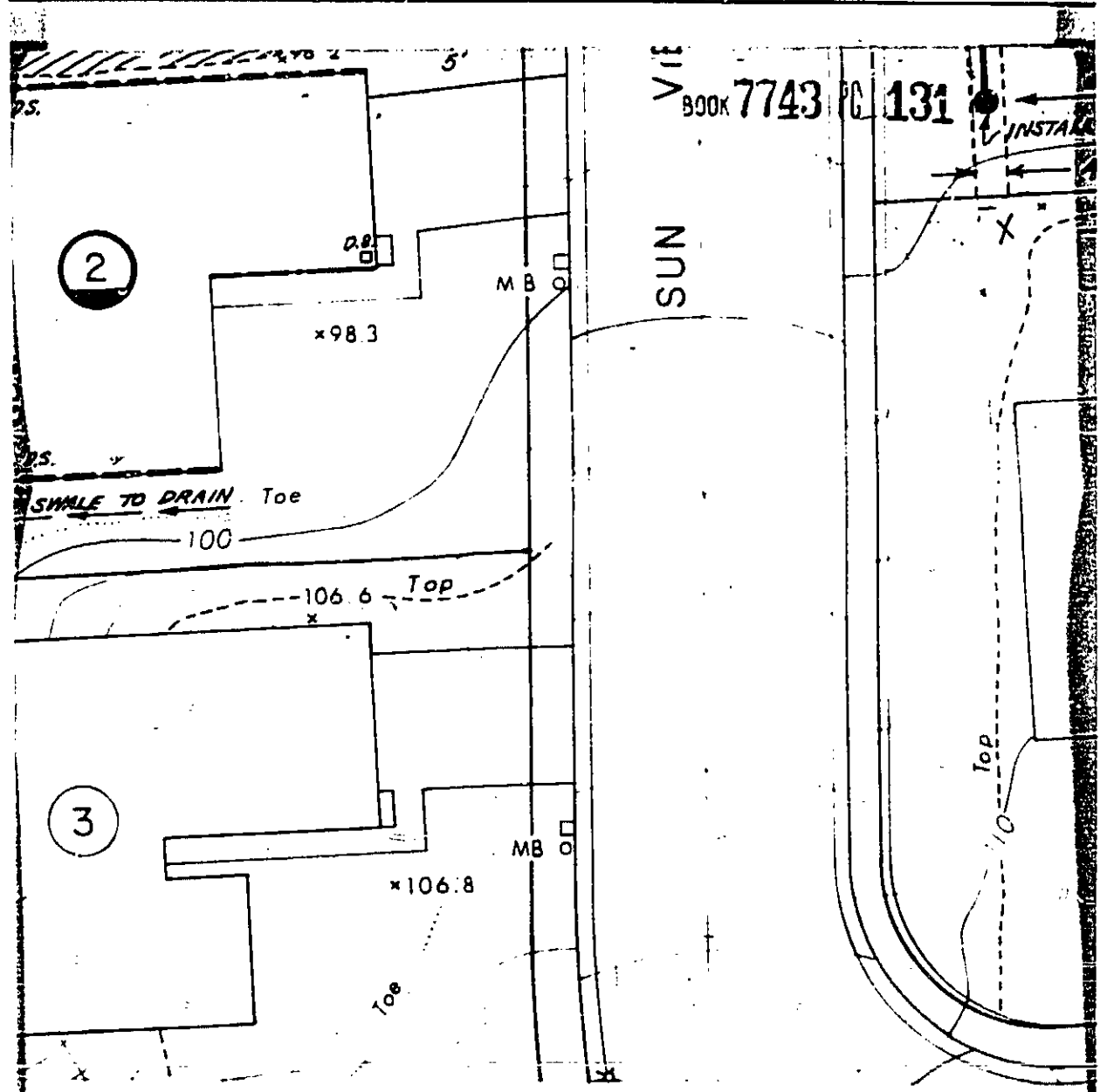
x 94.9

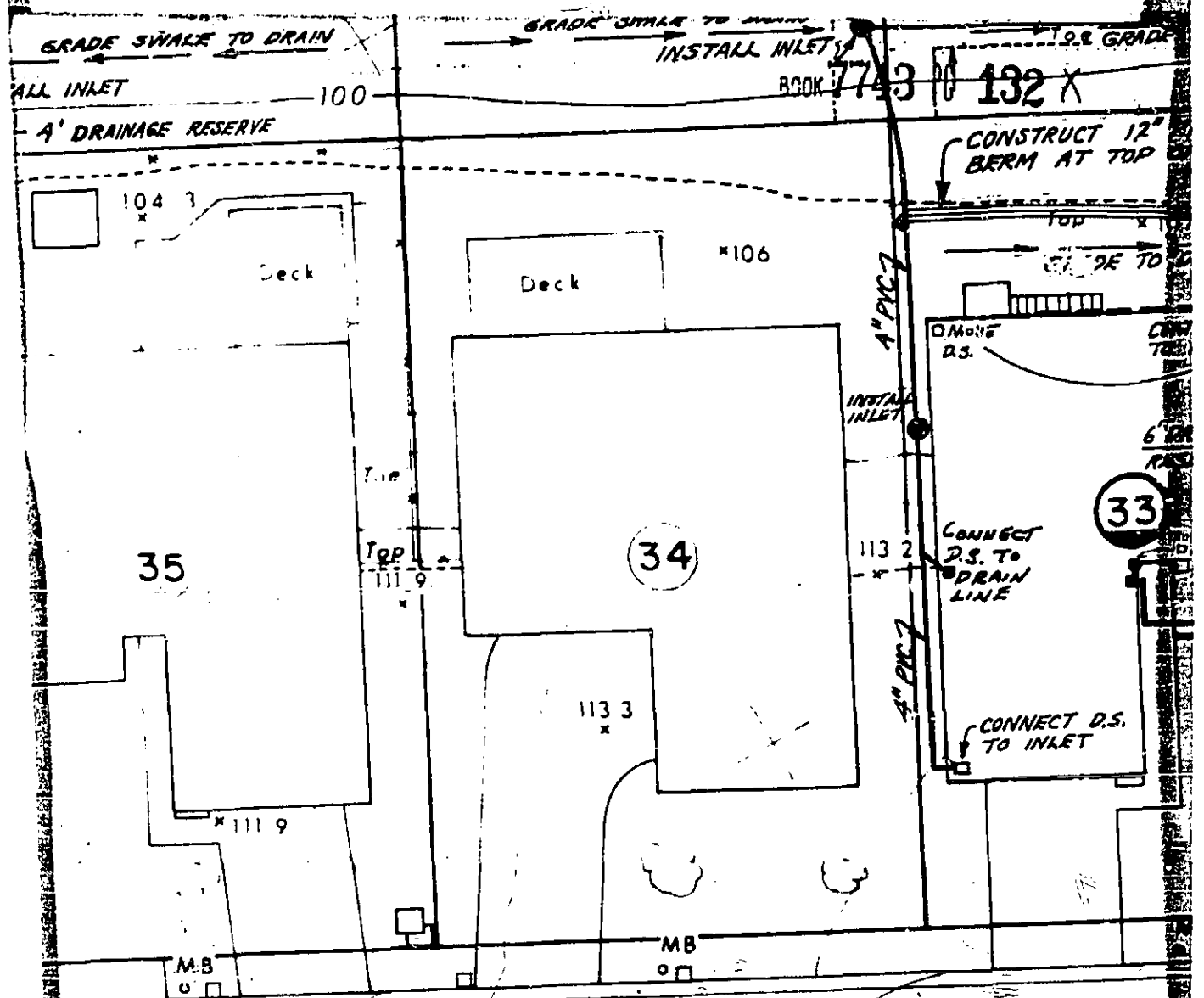
x 95.0

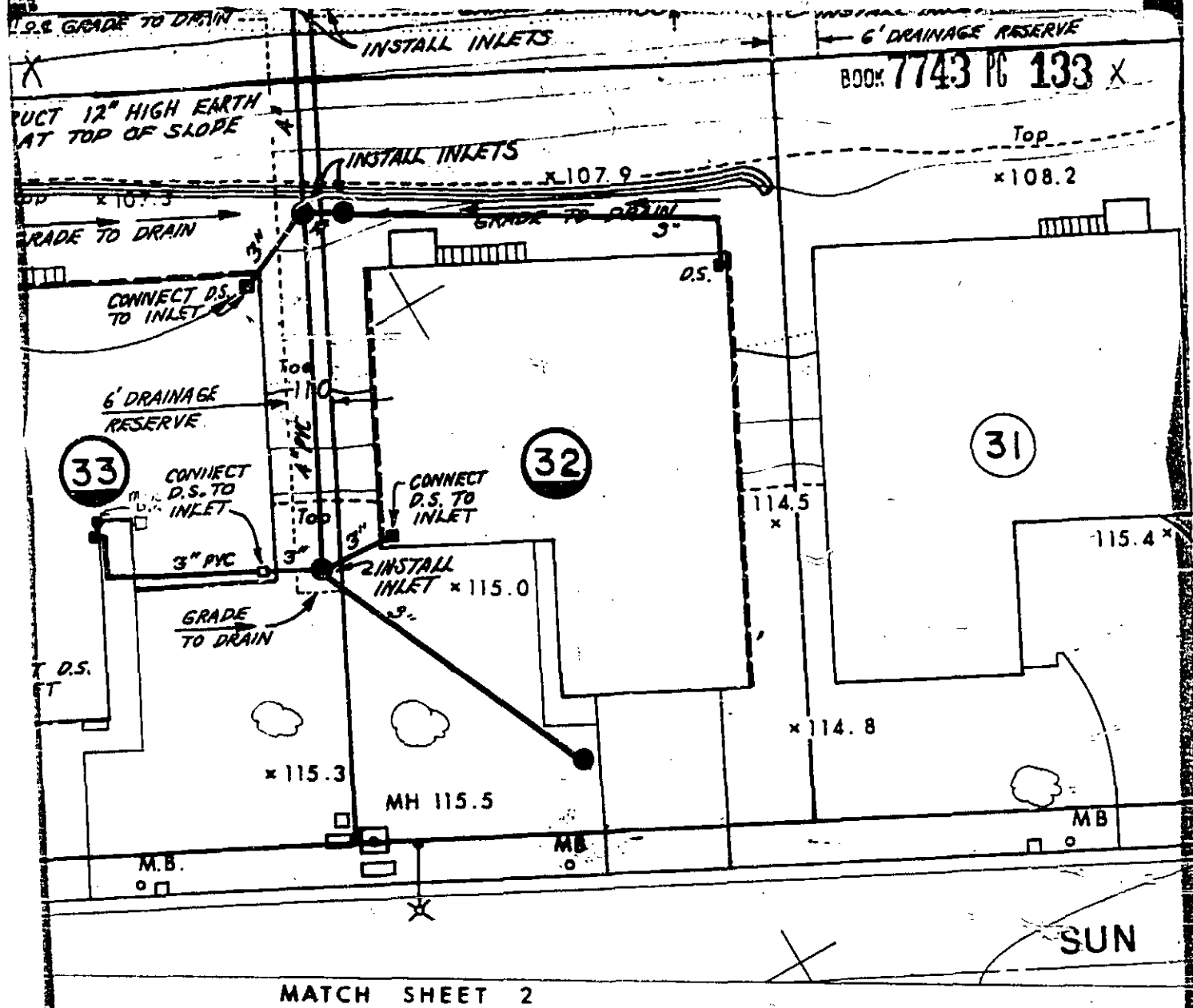
x 97.0

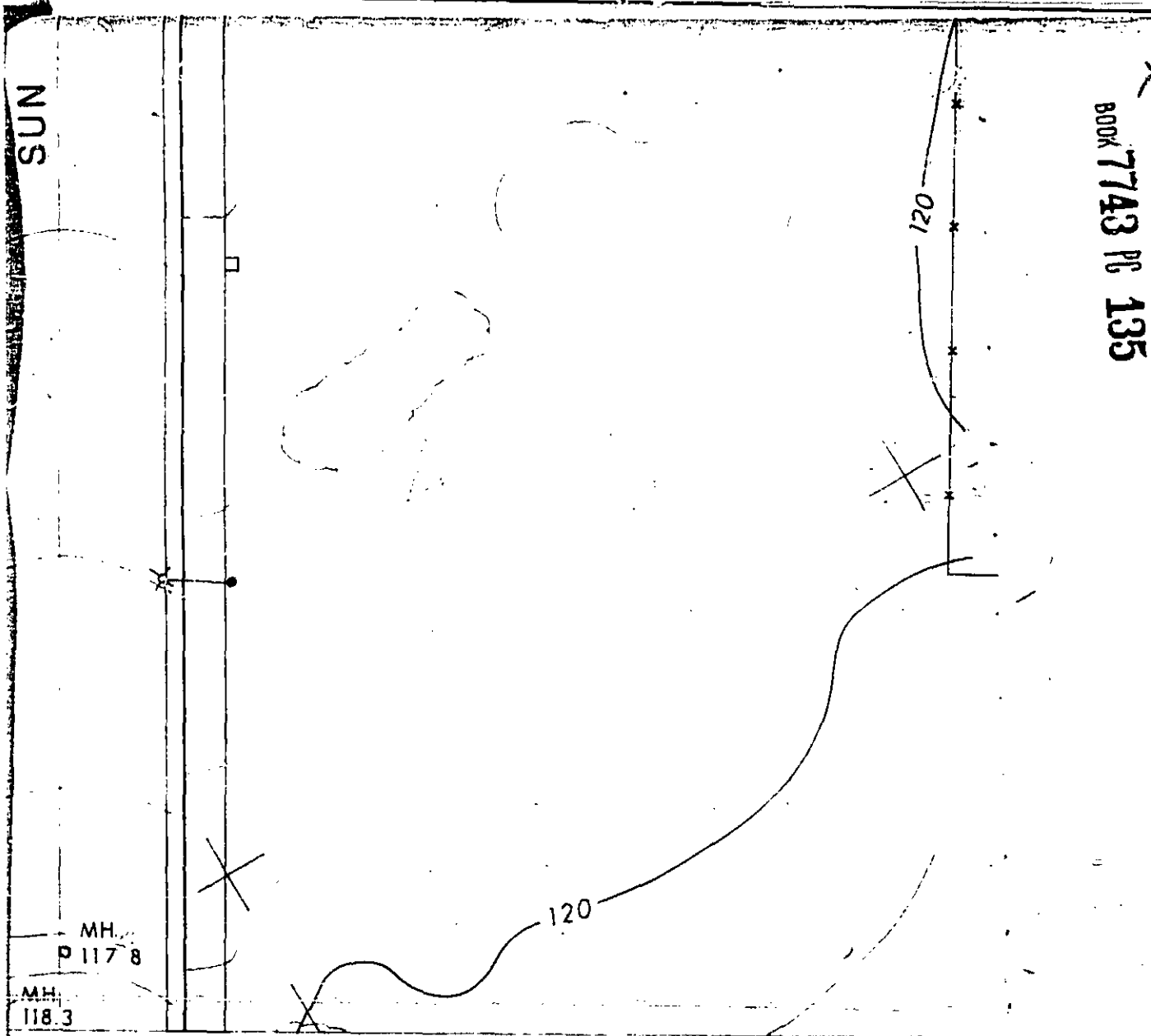
x 96.8











COOPER-CLARK & ASSOCIATES
FOUNDATION ENGINEERS & ENGINEERING GEOLOGISTS



SUN VIEW TERRACE
AS BUILT TOPOGRAPHY

CONCORD

CALIFORNIA

SHEET	
1	2
OF	
FILE No. 281-100	

END OF DOCUMENT

17