

"TRACT NO. 4602 JACKSON OAKS UNIT NO. 1"
Recorded March 12, 1969 in Book 8462 Official Records, page 410,
file 3582532

A DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR
JACKSON OAKS

THIS DECLARATION made and dated this 20th day of February, 1969,
by Lake Anderson Corporation,

WHEREAS, said party is the owner of a certain tract of land
situate in the City of Morgan Hill, County of Santa Clara, State
of California, described in Exhibit A of this Declaration and
desires to create thereon a residential community with common
facilities for the benefit of the said community.

WHEREAS, said party is about to sell property shown on said Map,
which it desires to subject to certain restrictions, conditions,
covenants and agreements between itself and the purchasers of
said property, as hereinafter set forth.

The initial development shall be the following described
property:

All of lots 1 to 88 inclusive and lot 91 as shown upon that
certain map entitled "TRACT NO. 4602 JACKSON OAKS UNIT NO. 1",
which Map was filed for record in the office of the Recorder of
the County of Santa Clara, State of California, on December 6th,
1968, in Book 245 of Maps, at pages 23 to 32 inclusive.

NOW, THEREFORE, said party declares that those paragraphs
hereinafter set forth affects the following lots:

Part A affects lots 1 to 88 inclusive.

Part B affects lots 1 to 88 inclusive.

Part C affects lots 1 to 88 inclusive.

Part D affects lots 1 to 88 inclusive and lot 91.

Part E affects lots 1 to 88 inclusive and lot 91.

Part F affects lots 1 to 88 inclusive.

and the same shall be held, sold, conveyed, encumbered, leased,
occupied and improved, subject to the Jackson Oaks Restrictions,
meaning the limitations, restrictions, covenants and conditions
set forth in that Declaration, all of which are declared and
agreed to be in furtherance of a plan of subdivision and are
established and agreed upon for the purpose of enhancing and
perfecting the value, desirability and attractiveness of said
real property. All of the Jackson Oaks Restrictions shall run
with said real property together with such other real property
annexed thereto and made subject to Jackson Oaks Restrictions
shall constitute Jackson Oaks.

The Declarant may, pursuant to the following provisions of this
section, from time to time and at its sole discretion, annex to
Jackson Oaks all or any part of the real property (not then
constituting a part of Jackson Oaks) owned by it described in

Exhibit A of this Declaration.

(a) The annexation of such property shall become effective when and only when the last of each of the following events occur:

(1) Declarant or Association shall have recorded a declaration, which may consist of more than one document, and which shall, among other things (aa) describe the real property to which it is to be so annexed to Jackson Oaks; (bb) declare that such property is held and shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to Jackson Oaks Restrictions; and

(2) With respect to the real property described in such declaration, Declarant or Association shall have filed a subdivision map.

(b) Upon the annexation becoming effective, the property covered by such annexation shall become and constitute a part of Jackson Oaks.

PART A. RESIDENTIAL AREA LAND USE

Each lot shall be for the exclusive use and benefit of the Owner thereof, subject, however, to all of the following limitations and restrictions:

A-1. Each lot shall be used exclusively for residential purposes, and no more than one family (including its servants and transient guests) shall occupy such lot, provided, however, that nothing in this paragraph shall be deemed to prevent the leasing of any lot from time to time by the Owner thereof, subject, however, to all of the restrictions of the Jackson Oaks Restrictions.

A-2. Each lot and any and all improvements from time to time located thereon shall be maintained by the Owner thereof in good and clean condition and repair and in such manner as not to create a fire, safety, or health hazard, all at such Owner's sole cost and expense. Without acting as a limitation on the foregoing, the Owner of each lot shall maintain in good repair any fence or wall on his lot.

A-3. No exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the lot and improvements thereon, shall be placed or used upon any lot.

A-4. The keeping for any period of time of animals, or fowl, other than a reasonable number of dogs, cats, canaries, parrots or other generally recognized house pets for personal pleasure and not for sale or other commercial purposes, on any lot is prohibited. Parcel (None) consisting of one acre or more is permitted to have one horse or colt. Property owners who by acquisition increase their lot size to one acre or more are also permitted to keep not more than one horse.

A-5. No signs whatsoever shall be displayed to the public view

on any lot except: (a) such signs as may be required by legal proceedings, (b) residential identification signs of a combined total face area of one (1) square foot or less for each residence, (c) during the time of construction of any residence or other improvement job identification signs having a maximum face area of six (6) square feet per sign and of the type usually employed by contractors, subcontractors and tradesmen, and (d) not more than one "For Sale" or "For Rent" sign having a maximum face area of three (3) square feet, such sign to refer only to the lot on which it is situated.

A-6. No house trailer, mobile home, permanent tent, or similar facility or structure shall be kept, placed or maintained upon any lot at any time; provided, however, that the provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any work or improvement; provided, further, however, that such temporary construction shelters or facilities, in no event, may be maintained on any lot for a period in excess of one year.

A-7. No accessory, structures or buildings shall be constructed or maintained upon any lot prior to the construction of the main structure of the residence; provided, however, that the provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of the main structure of the residence; provided, further, however, that such temporary construction shelters or facilities, in no event, may be maintained on any lot for a period in excess of one year.

A-8. No trailer of any kind, truck camper, or boat shall be kept, placed or maintained upon, and no trailer, vehicle or boat shall be constructed, reconstructed or repaired upon, any lot in such a manner that such trailer, truck camper or boat is, or that such construction, reconstruction or repair is, visible from neighboring property,

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nor shall any vehicle not in good operating condition be maintained upon any lot so as to be visible from any adjoining street.

A-9. All garbage and trash on any lot shall be placed and kept in closed receptacles. In no event shall such receptacles be maintained so as to be visible from neighboring property or adjacent streets. The maintenance of accumulated waste plant materials is prohibited on any lot except as part of an established compost pile which shall be maintained in such manner as not to be visible from neighboring property.

A-10. Owner shall permit no exterior fires on his lot

whatsoever, except barbecue fires; and no Owner shall permit any condition on his lot which creates a fire hazard.

A-11. No furniture, fixtures, appliances or other goods and chattels not in active use shall be stored upon any lot in such manner that such material is visible from neighboring property; and all outside clothes lines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced service yard and shall not be visible from neighboring property.

PART B. CONSTRUCTION AND ALTERATION OF IMPROVEMENTS, EXCAVATIONS, ETC.

The right of an Owner to construct, reconstruct, refinish, alter or maintain any improvement upon, under or above this lot, or to make any excavation or fill thereon, or to alter surface drainage thereon or thereover, or to install any utility line thereon or thereover, shall be subject to all of the following limitations and conditions of this section.

B-1. All improvements shall be constructed in accordance with:

(a) Building line setbacks and side line setbacks as set forth on the DEVELOPMENT PLAN filed under the R.P.C. Ordinance with the City of Morgan Hill.

(b) Height limit, as interpreted by City of Morgan Hill general zoning ordinance, shall not be more than that set forth on Exhibit B, attached hereto, and that set forth in the DEVELOPMENT PLAN, whichever establishes the lesser height.

B-2. No excavating or grading of any lot which would change the natural or existing surface drainage of the lot is permitted. No excavating and/or grading of any lot which would create an unsightly appearance that would be visible from neighboring property is permitted. Any Owner who excavates and/or grades any portion or portions of his lot shall, within six months after the completion of such excavation and/or grading, plant and/or landscape the cuts and fills on his lot which resulted from said excavation and/or grading and such Owner shall thereafter maintain such planted and/or landscaped area in an attractive and live condition.

B-3. Where exterior surfaces of improvements on a lot or upon construction, reconstruction, alteration or refinishing, would be, visible from neighboring property, no reflective materials, other than glass and the surfaces of hardware fixtures, shall be used on such exterior surfaces. The color of all exterior surfaces visible from neighboring property shall be shades of gray, brown, red-brown, yellow-brown, brown-green and gray-green in values from white to 75% of black and blue-green between medium and dark values.

B-4. All power, telephone and other utility lines, pipes, wires and conduits on a lot, to the extent that they are outside the

exterior walls of a residence, shall be located under the ground surface of the lot.

B-5. If an improvement is of post and girder, pole or cantilever type construction, the lower or under side or sides of the improvement shall be so screened that wires, plumbing, ducts, pipes, bracing, drainage material, cuts and fills and the like shall not be visible from neighboring property.

B-6. No roof upon any improvement on a lot shall be finished with tar and gravel or tar and rock if the slope of the roof exceeds 2-1/2" of vertical rise to 12" of horizontal measurement.

B-7. No gas, propane, butane or other type fuel or storage tanks shall be permitted on any lot unless such is not visible from neighboring property.

B-8. No permanent exterior electric lighting of any sort shall be installed or maintained on any lot, the light source of which is visible from neighboring property.

B-9. No antenna of any sort shall be installed or maintained on any lot which is visible from neighboring property except that antenna placed on the ground and not exceeding ten (10) feet in height above normal grade are allowed if not visible from the street or streets contiguous to the lot. If at the time of issuance of a building permit, franchised television with an energized system is not available, a conventional antenna will be allowed on the individual lot until CATV is available.

B-10. Each residence shall have covered parking for not less than two cars.

B-11. No substantial structural addition or alteration visible from the street on which any lot abuts shall be made after the initial residence has been completed without the prior approval of the Architectural Control Committee. An addition or alteration shall be deemed substantial if its fair replacement cost is in excess of \$250.00 measured in the purchasing power of the dollar in 1968.

PART C. ENFORCEMENT.

C-1. Except to the extent otherwise expressly provided herein, the Association or any Owner or Owners shall have the right to enforce any and all of the limitations, restrictions, covenants, conditions, obligations, liens and charges now or hereafter imposed by Jackson Oaks Restrictions upon other Owners or upon any property within the Jackson Oaks, and the costs of enforcement, including court costs and attorneys' fees, shall be paid by an Owner who violated any such limitation, restrictions, covenants or condition, or failed to pay and satisfy when due any such lien or charge. No entry upon the lot of any Owner or other action to enforce any such limitation, restriction, covenant, condition, obligation, lien or charge may be made or

taken without first giving not less than thirty (30) days' written notice and demand to the Owner concerned to cure or rectify the default or breach involved.

C-2. Except to the extent otherwise expressly provided herein, any Owner or Owners shall have the right to enforce any and all limitations, restrictions, covenants, conditions and obligations now or hereafter imposed by the Jackson Oaks Restrictions upon the Jackson Oaks Association, provided, however, anything herein to the contrary notwithstanding, no Owner as such shall, have any right to enter upon the property of any other Owner or to abate any nuisance or enforce any provision hereof against another Owner or the Association except by proper legal proceedings and authority of a court having jurisdiction.

C-3. Every act or omission whereby any restriction, condition or covenant of the Jackson Oaks Restrictions is violated, in whole or in part, is hereby declared to be and to constitute a nuisance and may be enjoined or abated, whether or not relief sought is for negative or affirmative action, by the Association or by an Owner or Owners as provided for in paragraphs C-1 and C-2 above, provided, however, that any provision to the contrary notwithstanding only the Association or its duly authorized agents may enforce any limitation, restriction, covenant, condition or obligation herein set forth by its or their own action without authority of a court having jurisdiction.

C-4. Each remedy provided for in the Jackson Oaks Restrictions is cumulative and non-exclusive.

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C-5. The failure in any case to enforce the provisions of any limitation, restriction, covenant, condition, obligation, lien or charge of the Jackson Oaks Restrictions shall not constitute a waiver of any right to enforce any such provision or any other provisions of the Jackson Oaks Restrictions in another case against or with respect to the same Owner or lot or any other Owner or lot.

PART D. JACKSON OAKS ASSOCIATION.

D-1. A non-profit corporation, named JACKSON OAKS ASSOCIATION, has been formed under the general non-profit corporation laws of the State of California for the purpose of owning, operating and maintaining the community facilities to be made available to the owners of said real property and certain other real property as hereinafter provided. "Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the

performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership. Owners of a lot, as defined herein, applies not only to lots 1 to 88 of Tract No. 4602, but to property hereafter annexed as provided in Part D-4 of this document.

D-2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all those Owners as defined in D-1 with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by D-1. When more than one person or entity holds such interest in any lot, all such persons shall be members but shall in the aggregate be entitled to one vote for said lot. The vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B members shall be the Declarant. The Class B members shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Part D-1, provided that the Class B memberships shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On January 1, 1974, or
- (c) At the expiration of three years from the date of issuance of the most recent public report concerning this project, by the office of the Division of Real Estate of the State of California.

D-3. Said Association, pursuant to its Articles of Incorporation and By-Laws, acting through its Board of Directors, shall have the powers, in addition to the powers set forth in the Charter, together with the general powers of a non-profit corporation except as limited by the Charter and the Jackson Oaks Restrictions, to:

- (a) Use and expend the assessments collected to maintain, care for, improve, expand and preserve the common facilities, grounds and improvements.
- (b) Pay taxes and assessments levied and assessed against the real property owned by the corporation and such equipment and tools, supplies and other personal property as are owned by the corporation for the common benefit of all owners of the benefited property.
- (c) Contract and pay for water, insurance, sewerage, and other

utilities and expenses as shall be used by the corporation.

(d) To contract and pay for or otherwise provide for the maintenance, repair and replacement of facilities, machinery, and equipment as is necessary and convenient, in the discretion of the Board of Directors and to set up a reserve for depreciation, if deemed necessary.

(e) Insure, and keep insured, all buildings and improvement owned or leased, against loss from fire or other casualty, and to purchase such other insurance as the Board of Directors may deem advisable. Such insurance may, at the discretion of the Board of Directors, be taken in the name of the Association for the benefit of all Owners, or in such other manner as the Board of Directors may deem advisable. In the event any of such insurance proceeds are insufficient to repair or replace loss or damage, to levy an additional assessment to proportionate amounts to cover such deficiency.

(f) Collect delinquent assessments by suit or otherwise.

(g) Protect and defend the property of the Association from loss and damage and to restrain or enjoin any breach or threatened breach of the Jackson Oaks Restrictions, or enforce by mandatory injunction or otherwise all of the provisions of the Jackson Oaks Restrictions by suit or otherwise.

(h) Employ personnel and purchase supplies and equipment, to enter into contracts and generally to have all powers of management in connection with the matters hereinbefore set forth.

(i) Make reasonable rules governing the use of common areas and facilities and amend the same from time to time, and such rules and amendments shall be binding upon the Owners of the benefited real property.

(j) Appoint officers and agents to carry out the business of the Association.

(k) No member of the Board shall be personally liable to any Owner, guest, lessee or to any other person, including the Declarant for any error or omission of the Association, its representatives and employees, provided, however, that such member has with actual knowledge acted in good faith.

(L) Levy assessments, as follows:

(1) Assess Owners of benefited real property for the cost of maintenance and operation (including but in no way limited to taxes, insurance, utilities, repairs, legal expenses and other expenses for Association purposes) of the community facilities in a sum not to exceed ninety dollars (\$90.00) per year per lot or its equivalent, except that said limit may be raised; upon an affirmative vote of not less than fifty-one percent (51%) of each class of voting membership.

(2) The sum or net estimate to be incurred by the Association in performing its function in each fiscal year (including a reasonable provision for contingencies, reconstruction, alterations or replacements) shall be divided and assessed against the Owners. If at any time the assessment proves inadequate, the Board may levy a further assessment subject to the maximum herein expressed.

Assessments shall be due and payable by the Owners to the Association in equal quarterly installments on the first day of January, April, July and October or in such other manner as the Association shall designate.

(3) The Board shall levy a special assessment against any Owner as a direct result of whose acts or failure or refusal to act or otherwise to comply with the Jackson Oaks Restrictions, the Jackson Oaks Rules or the Architectural Control Committee Rules, monies were expended from the operating fund by the Association in performing its functions under the Jackson Oaks Restrictions. Such assessments shall be in the amount so expended and shall

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be due and payable to the Association when levied. Monies so expended shall include, without limitation, engineers', architects', attorneys' and accountants' fees where reasonably incurred by the Association.

(4) Each assessment under this paragraph and D-4 shall be a separate distinct and personal debt and obligation of the Owner against whom it is assessed, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay the same to the Association. If the Owner does not pay such assessment or any installment thereof when due, the Owner shall be deemed in default, and the amount of the assessment not paid, together with the amount of any subsequent default, plus interest at ten per cent (10%) and costs, including reasonable attorneys' fees, shall be and become a lien upon the lot or lots of such Owner upon recordation by the Association of a notice of default. Such lien shall be subject and subordinate to the lien of any mortgage upon the lot or lots of such Owner, and the sale or transfer of any lot in foreclosure of any such mortgage, whether by judicial proceedings or pursuant to a power of sale contained in such mortgage, or the transfer or conveyance to the mortgagee in lieu of foreclosure, shall extinguish the lien as to payments of assessments which become due prior to such sale, transfer or conveyance, but no such sale, transfer or conveyance shall relieve such lot or the purchaser or transferee thereof with regard to assessments thereafter becoming due. The

Association shall record such notice of default within ninety (90) days following the occurrence of such default and shall commence proceedings to enforce such lien within six (6) months following such recordation. Such lien may be foreclosed by suit by the Association in like manner as a mortgage of real property, and the Association shall have power to bid on the lot at foreclosure sale and to acquire and hold, lease, mortgage or convey the same. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same. The foregoing remedies shall be in addition to any other remedies provided by law for the enforcement of such assessment obligation.

The Association shall execute and acknowledge a certificate stating the indebtedness secured by the lien upon any lot or lots and such certificate shall be conclusive from the Association and the Owners in favor of all persons who rely thereon in good faith as to the amount of such indebtedness as of the date of the certificate. The Association shall furnish a copy of such certificate to any Owner upon request for a reasonable fee.

D-4. Benefited Property. The property herein included and to be benefited by and to have the use of the facilities of the non-profit corporation shall be all of lots 1 to 88 inclusive, Tract No. 4602 as hereinabove described and any additional land as lies within the parcel described as Exhibit A and attached hereto as may be from time to time subsequently subdivided into lots for use as single family residential lots. The adjoining real property is not, in its present undeveloped state, subject to the provisions of this Declaration of Restrictions. It is expressly understood, however, that at such time as these properties are annexed as provided herein, all lots will be subject to this Declaration of Restrictions to the same degree and with the same force and effect as applies to those properties contained in Unit 1 of said development encompassing lots 1 to 88. All Owners of later developed lots shall receive recorded instruments referring to this Declaration of Restrictions. Said Owners shall be members of the non-profit corporation and shall benefit from the community facilities and be subject to the rules, regulations and assessments of the non-profit corporation. It is the intent of this provision that the Owners of lots 1 to 88 and the eventual Owners of lots developed on the land described in Exhibit A shall be subject to identical rights, privileges and obligations created by this instrument. Each may enforce said right, as an equitable servitude, against the other.

PART E. GENERAL PROVISIONS.

E-1. Terms. The restrictions, conditions, covenants and

agreements shall affect those lots in Tract No. 4602 and any property annexed hereafter pursuant to this document, and are made for the direct and reciprocal benefit thereof, and in furtherance of a general plan for the improvement of said Tract, and the Covenants shall attach to and run with the land. These restrictions, conditions, covenants and agreements, or any of them, may be supplemented, changed, amended or rescinded in any or all particulars at any time prior to January 1, 2003 by the Owners having not less than 75% of the total votes of each class of Owners of lots within Jackson Oaks incorporated in this Declaration, evidenced by an instrument in writing executed by the said Owners having not less than 75% of the total votes of each class of Owners of lots in Jackson Oaks in the manner provided by law for the conveyance of real property, and duly recorded in the office of the recorder aforesaid, and upon such recordation shall be valid and binding upon the sellers and Owners of the said properties, and upon all other persons. From and after January 1, 2003, the restrictions, conditions, covenants and agreements, as they may then exist, shall be automatically extended for successive periods of five years; provided, however, that from and after January 1, 2003, said restrictions, conditions, covenants and agreements, or any of them, may be supplemented, changed, amended or rescinded in any or all particulars by the Owners of 51% of the lots acting in accord with the hereinabove conditions of this provision.

E-2. Subordination. It is further provided that a breach of any of the conditions contained herein or of any re-entry by reason of such breach, shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value as to said premises or any part thereof; but said conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, Trustee's sale or otherwise.

E-3. The Association shall accept all of the real property and interests in real property conveyed to it as common area by the Declarant, provided that the Association need not accept any such property in fee subject to any exceptions, liens and encumbrances except as follows:

- (1) The lien of any real property taxes and assessments non-delinquent;
- (2) Such easements and rights-of-way on, over or under all or any part thereof as may be reserved to the Declarant or granted to any Owner in accordance with the provisions of the Jackson Oaks Restrictions.

PART F. ARCHITECTURAL CONTROL COMMITTEE.

F-1. No building, fence, wall or other structure shall be erected, placed or altered on any lot, nor shall any exterior

addition to or change or alteration therein be made until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the architectural control committee as to nature, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be as provided in Part F-3.

F-2. Membership. The Architectural Control Committee is composed of Warren G. Haight, Oceanic Properties, Inc., 401 Kamakee Street, Honolulu, Hawaii, and Nelson S. Wright and John H. Wright, 777 North First Street, Suite 220, San Jose, California. In the event of death or resignation of any member of the Committee, the remaining members shall have the full authority to designate a successor. Neither the members of the Committee, nor its designated

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representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record Owners of 75% 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. The policies and decisions of said Committee shall be dictated by a majority of the Committee members present at Committee meetings.

F-3. The Architectural Control Committee may from time to time and at its sole discretion, adopt, amend and repeal by unanimous vote, rules and regulations to be known as the Architectural Control Committee Rules which, among other things, interpret or implement the provisions of the applicable sections of Part F pertaining to the design of improvements which must be approved by the Architectural Control Committee. The Committee may charge a reasonable fee for review, but in no event to exceed \$50.00. The Architectural Control Committee Rules shall, to the extent practical, establish the standards which shall be required in the construction of any residences, apartment or condominium buildings to be constructed in Jackson Oaks.

F-4. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee fails to approve or disapprove, within thirty (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 hereof, approval will not be required and this article shall be deemed to have been fully

complied with.

IN WITNESS WHEREOF, the undersigned hereunto sets its hand and seal the day and year first hereinabove written.

ANDERSON CORPORATION

corporation

Warren C. Haight /s/

Its President

Jack Palk /s/

Its Secretary

LAKE

a

By

By

EXHIBIT A

COMMENCING at the point of intersection of the center line of Hill Road as relocated (50 feet wide) with the center line of Dunne Avenue, said point being also the most westerly corner of Lot No. 40 of the Catherine Dunne Ranch, Map No. 5, recorded in Book "I" of Maps at page 59, Santa Clara County Records; THENCE northeasterly along the center line of Dunne Avenue and the northerly boundary of Catherine Dunne Ranch, Map No. 7, recorded in Book "L" of Maps, page 26, Santa Clara County Records, North 64° 31' East a distance of 2393.38 feet to the most northerly corner of the Dunne Avenue Annexation No. 4 as adopted by Ordinance No. 193 on December 21, 1966 by the City of Morgan Hill and the tru point of beginning of this description; THENCE southeasterly along the northeasterly line of said Dunne Avenue Annexation No. 4, South 25° 29' 01" East a distance of 1650.00 feet to the most easterly corner of said Dunne Avenue Annexation No. 4, said point being also referred to as a 6" x 6" Post "KC6" in the description of that certain 138.754 acre tract described in the deed from J. F. Kallam et ux to Allen J. Close et ux, recorded December 29, 1944 in Book 1235 Official Records, at Page 300, Santa Clara County Records; THENCE continuing along the boundary of said 138.754 acre parcel South 26° 08' East a distance of 911.88 feet to a 4" x 5" fence post marked KC5; THENCE South 25° 34' East a distance of 1117.08 feet to a 4" x 5" fence post marked "KC4"; THENCE North 64° 31' East a distance of 1325.76 feet to an iron pipe "KC3" set in the easterly line of that certain 307.49 acre parcel designated as Parcel No. 1 in the deed from Alice M. White et al to J. F. Kallam et ux, dated August 5, 1943, and recorded in Book 1157 Official Records at Page 85, Santa Clara County Records;

THENCE South 35° 08' East a distance of 447.20 feet, more or less, to the southeasterly line of Lot No. 194 of the above-mentioned Catherine Dunne Ranch, Map No. 7;

THENCE North 64° 31' East and along said southeasterly line of Lot No. 194 a distance of 149.82 feet to the most easterly corner of said Lot No. 194, being also a point in the southwesterly line of Lot No. 8, Santa Catherina Hills, Map No. 1, recorded in Book "O" of Maps at page 36, Santa Clara County Records;

THENCE South 25° 29' East and along the southwesterly line of said Lot No. 8 a distance of 35.64 feet to the common corner for Lots 7 and 8 of said Santa Catherina Hills, Map No. 1;

THENCE North 64° 33' East and along the line between said Lots 7 and 8 a distance of 3349.50 feet to the common corner of Lots 7, 8 and 10 of said Santa Catherina Hills, Map No. 1;

THENCE North 25° 29' West and along the northeasterly line of Lots 8 and 9 of said Santa Catherina Hills, Map No. 1 a distance of 863.02 feet to the common corner for Lots 9 and 10 of said Santa Catherina Hills, Map No. 1 in the southeasterly line of Lot 207 of the above-mentioned Catherine Dunne Ranch, Map No. 7;

THENCE North 64° East and along the southeasterly line of said Lot No. 207 a distance of 456.06 feet to the most easterly corner of said Lot No. 207, said point being on the common line between the Rancho Ojo de Agua de la Coche and the Pueblo Lands of San Jose;

THENCE South 52° 55' East and along said common line a distance of 1158.30 feet, more or less to the intersection of the easterly and westerly lines of the Pueblo Lands of San Jose, said point being described as a post in a rock mound marked "P.S.J. No. 7"

THENCE North 25° 10' West and along said easterly line of the Pueblo Lands of San Jose a distance of 621.06 feet to the common line between T9S, R4E, M.D. B. & M. and T9S, R3E, M.D. B. & M.

THENCE Northerly and along said common line a distance of 4962 feet more or less to the Northerly line of the extension of Dunne Avenue as condemned in the Judgment of Condemnation entered on October 5, 1950 in an action had in Superior Court of the State of California, in and for the County of Santa Clara, entitled "Santa Clara Valley Water Conservation District vs. Alfred M. Jackson, as Administrator with the will annexed of the Estate of Aphelia F. Cochrane, deceased, alias et al" Case No. 78250, a certified copy of which was recorded on October 6, 1950 in Book 2069 Official Records at page 521, Santa Clara County Records; thence Southwesterly along the Northwesterly boundary line of said Dunne Avenue Extension (40 feet wide) the center line of which is described as follows: Beginning at the point of intersection of the center line of said Dunne Avenue Extension

with the common boundary line between T9S R3E and T9S R4E, M.D. B. & M.; thence North 65° 58' West and along the centerline of said Dunne Avenue Extension 81.05 feet to a tangent curve; thence along the arc of a curve to the left with radius of 106.10 feet and an interior angle of 125° 45' for 232.87 feet to a point of reverse curve; thence along the arc of a curve to the right with a radius of 110.20 feet and an interior angle of 86° 00' for 165.39 feet to a point of reverse curve; thence along the arc of a curve to the left with a radius of 197.60 feet and an interior angle 37° 30' for 129.31 feet to a point of reverse curve; thence along the arc of a curve to the right with a radius of 154.85 feet and an interior angle of 80° 00' for 216.22 feet; thence North 63° 13' West 250.00 feet to a tangent curve; thence along the arc of a curve to the left

"TRACT NO. 4602 JACKSON OAKS UNIT NO. 1"-Page 6 with a radius of 150.78 feet and an interior angle of 113° 30' for 278.70 feet to a point of reverse curve; thence along the arc of a curve to the right with a radius of 249.10 feet and an interior angle of 49° 30' for 215.22 feet; thence South 52° 47' West 104.26 feet to a tangent curve; thence along the arc of a curve to the right with a radius of 102.32 feet and an interior angle of 77° 30' for 138.39 feet; thence North 49° 43' West 49.26 feet to a tangent curve; thence along the arc of a curve to the left with a radius of 150.78 feet and an interior angle of 108° 45' for 286.18 feet; thence South 21° 32' West 224.78 feet to a tangent curve; thence along the arc of a curve to the left with a radius of 243.81 feet and an interior angle of 44° 05' for 187.49 feet to a point of reverse curve; thence along the arc of a curve to the right with a radius of 159.16 feet and an interior angle of 60° 00' for 166.67 feet; thence South 37° 27' West 115.56 feet to a tangent curve; thence along the arc of a curve to the left with a radius of 572.96 feet and an interior angle of 30° 00' for 300.00 feet; thence South 7° 27' West 28.46 feet to a tangent curve; thence along the arc of a curve to the right with a radius of 477.46 feet and an interior angle of 31° 00' for 258.33 feet; thence South 38° 27' West 168.40 feet to a tangent curve; thence along the arc of a curve to the left with a radius of 73.14 feet and an interior angle of 59° 57' for 76.54 feet to a point of reverse curve; thence along the arc of a curve to the right with a radius of 95.49 feet and an interior angle of 120° 00' for 200.00 feet to a point of reverse curve; thence along the arc of a curve to the left with a radius of 114.59 feet and an interior angle of 40° 00' for 80.00 feet; thence South 58° 30' West 13.68 feet to a tangent curve; thence along the arc of a curve to the left with a radius of 212.21 feet and an interior angle of 42° 00' for 155.55 feet; thence

South 16° 30' West 268.57 feet to a tangent curve; thence along the arc of a curve to the left with a radius of 409.26 feet and an interior angle of 7° 00' for 50.00 feet; thence South 9° 30' West 224.03 feet to a tangent curve; thence along the arc of a curve to the right with a radius of 318.30 feet and an interior angle of 18° 30' for 102.73 feet; thence South 28° 00' West 248.16 feet more or less to the point of intersection with the westerly line of the Pueblo Lands of San Jose, said point being also a point on the northeasterly line of Lot No. 220 of the above-mentioned Catherine Dunne Ranch, Map No. 7; THENCE northwesterly along said northeasterly line of said Lot No. 220, North 52° 35' West a distance of 853.63 feet, more or less, to the most northeasterly corner of said Lot No. 220, described as a granite monument; THENCE South 64° 31' West and along the northwesterly line of Catherine Dunne Ranch Map No. 7 and the boundary of the City of Morgan Hill a distance of 3659.62 feet to the true point of beginning, containing 633 acres of land, more or less.

EXHIBIT B
JACKSON OAKS UNIT NO. 1
TRACT NO. 4602

Lots With 15' Maximum Maximum Building Height or or 1 1/2 Stories 1-3 inclusive inclusive 7-13 " 23 " 25-33 " 35-61 " 63 65-88 "	Lots With 30' Building Height 2 1/2 Stories 4-6 14-22 " 24 34 62 64
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"JACKSON OAKS"

Recorded May 15, 1969 in Book 8535 Official Records, page 352, file 3618354

AMENDMENT OF
JACKSON OAKS RESTRICTIONS

THIS AMENDMENT is made as of this 13th day of May, 1969, by LAKE ANDERSON CORPORATION, a California corporation ("Declarant"). WHEREAS, Declarant executed a certain "Declaration of Covenants, Conditions and Restrictions for Jackson Oaks," a copy of which was recorded on March 12, 1969, in Book 8462 of Santa Clara County Official Records at page 410 ("Jackson Oaks Restrictions");

WHEREAS, Part E-1 of the Jackson Oaks Restrictions provides that the Jackson Oaks Restrictions may be amended by an instrument in writing executed by owners having not less than 75% of the total votes of each class of owners of lots within Jackson Oaks, as such term is defined in the Jackson Oaks Restrictions;

WHEREAS, Declarant owns all of the lots within Jackson Oaks and therefore holds all of the votes to which owners of such lots are entitled; and

WHEREAS, Declarant desires to amend Part E-1 of the Jackson Oaks Restrictions;

NOW, THEREFORE, Declarant hereby amends Part E-1 of the Jackson Oaks Restrictions to read in full as follows: "E-1. Terms.

The restrictions, conditions, covenants and agreements shall affect those lots in Tract No. 4602 and any property annexed hereafter pursuant to this document, and are made for the direct and reciprocal benefit thereof, and in furtherance of a general plan for the improvement of said Tract, and the Covenants shall attach to and run with the land. These restrictions, conditions and agreements, or any of them, may be supplemented, changed, amended or rescinded in any or all particular upon the happening of all of the following events:

(1) At any time prior to January 1, 2003, the vote or written consent of Owners having not less than 75% of the total votes of each class of Owners of lots within Jackson Oaks, approving the proposed amendment or amendments to the Jackson Oaks Restrictions; and

(2) The recordation in the office of the County Recorder of a certificate executed by the Secretary or an Assistant Secretary of the Association setting forth in full the amendment or amendments to the Jackson Oaks Restrictions so approved, including any portion or portions thereof repealed, and certifying that said amendment or amendments have been approved by Owners having not less than 75% of the total votes of each class of Owners of lots within Jackson Oaks.

From and after January 1, 2003, the restrictions, conditions, covenants and agreements, as they may then exist, shall be automatically extended for successive periods of five years; provided, however, that from and after January 1, 2003, said restrictions, conditions, covenants and agreements, or any of them, may be supplemented, changed, amended or rescinded in any or all particulars by the Owners of 51% of the lots acting in accord with the hereinabove conditions of this provision."

IN WITNESS WHEREOF, Declarant has executed this Amendment the day and year first above written.

ANDERSON CORPORATION

LAKE

By Nelson

S. Wright /s/

Nelson

S. Wright, Vice President

By John

H. Wright /s/

John

H. Wright, Assistant Secretary

"TRACT NO. 4691, JACKSON OAKS UNIT NO. 2"
Recorded September 5, 1969 in Volume 8661 Official Records, page
144, file 3680016

DECLARATION OF ANNEXATION
FOR JACKSON OAKS UNIT NO. 2

THIS DECLARATION is made this 4th day of September, 1969, by LAKE ANDERSON CORPORATION, a California corporation (hereinafter referred to as "Declarant"), as the owner of certain real property located in an unincorporated area of the County of Santa Clara, State of California, described as follows:

Lots 1 to 96, inclusive (hereinafter referred to as "said real property"), all as shown on that certain subdivision map, entitled "Tract No. 4691, Jackson Oaks Unit No. 2," filed in the Office of the Recorder of the County of Santa Clara, State of California, on September 5, 1969, in Book 258 of Maps at page 44 thru 51, inclusive.

Declarant hereby declares that all of said real property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the Jackson Oaks Restrictions, meaning the limitations, restrictions, covenants and conditions set forth in that certain declaration recorded in the Office of the Recorder of the County of Santa Clara, State of California, on March 12, 1969, in Book 8462 of Official Records at page 410 and following, as said limitations, restrictions, covenants and conditions may from time to time be implemented or amended, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said real property and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part thereof. The Jackson Oaks Restrictions shall run with said property and shall be binding upon and inure to the benefit of Declarant, Jackson Oaks Association, a California non-profit corporation, each owner of said real property or any part thereof, and each successor in interest of such owner. Said real property constitutes a portion of the real property described in Exhibit A attached to the Jackson Oaks Restrictions, and it is Declarant's express intention by this declaration to effect the

annexation of said real property to Jackson Oaks, as defined in the Jackson Oaks Restrictions.

Notwithstanding anything to the contrary contained herein, the Jackson Oaks Restrictions, as they apply to and affect said real property, are amended as follows:

1. Part A-4 of the Jackson Oaks Restrictions is hereby amended to read as follows:

"A-4. The keeping for any period of time of animals or fowl on any lot, other than a reasonable number of dogs, cats, canaries, parrots or other generally recognized house pets for personal pleasure and not for sale or other commercial purposes, is prohibited, provided, however, that the owner of any lot having an area of one acre or more, or the owner of two or more contiguous lots the combined area of which is one acre or more, may keep and maintain one horse on such lot or lots."

2. Part B-1(b) of the Jackson Oaks Restrictions is hereby amended to read as follows:

"(b) Height limit, as such term is used in the City of Morgan Hill general zoning ordinance, for each of Lots 1 to 96, inclusive, in Tract No. 4691, Jackson Oaks Unit No. 2, shall be the height limit set forth in said Development Plan or the height limit set forth below, whichever establishes the lesser height.

Lots with 15' Maximum Building Height or 1-1/2 Stories Lots 1 through 8, inclusive; 12 through 11; 17 through 54, inclusive; 55 and 56; 57 through 60, inclusive; inclusive." 68 through 96, inclusive.	Lots with 30' Building Height 2-1/2 Stories Lots 9 and 10; 16, inclusive; 61 through 67,
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IN WITNESS WHEREOF, Grantor has executed this declaration the day and year first above written.

CORPORATION

Wright s/s

President

LAKE ANDERSON

BY: Nelson S.

Its Vice

DECLARATION OF ANNEXATION
FOR JACKSON OAKS UNIT NO.3

THIS DECLARATION is made this 15th day of April, 1970, by LAKE ANDERSON CORPORATION, a California corporation (hereinafter referred to as "Declarant"), as the owner of certain real property located in an unincorporated area of the County of Santa Clara, State of California, described as follows:

Lots 1 to 34, inclusive (hereinafter referred to as "said real property"), all as shown

on that certain subdivision map entitled "Tract No. 4696, Jackson Oaks Unit No. 3", filed in the Office of the Recorder of the County of Santa Clara, State of California, on April 20, 1970, in Book 267 of Maps at page 1,2,3,4,5,6.

Declarant hereby declares that all of said real property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to

the Jackson Oaks Restrictions, meaning the limitations, restrictions, covenants and conditions set forth in that certain declaration recorded in the Office of the Recorder of the County of Santa Clara, State of California, on March 12, 1969, in Book 8462 of Official Records at

page 410 and following, as said limitations, restrictions, covenants and conditions may from

time to time be implemented or amended, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said real property and are established

and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part thereof. The Jackson Oaks Restrictions shall run with said property and shall be binding upon and inure to the benefit of Declarant, Jackson Oaks Association, a California nonprofit corporation, each owner of said real property or any part thereof, and each successor in interest of such owner. Said real property constitutes a portion of the real property described in Exhibit A attached to the Jackson Oaks Restrictions, and it is Declarant's express intention by this declaration to effect the annexation of said real property to Jackson Oaks, as defined in the Jackson Oaks Restrictions.

Notwithstanding anything to the contrary contained herein, the Jackson Oaks Restrictions, as they apply to and affect said real property, are amended as follows:

1. Part A-4 of the Jackson Oaks Restrictions is hereby amended

to read as follows: "A-4. The keeping for any period of time of animals or fowl on any lot, other than a reasonable number of dogs, cats, canaries, parrots or other generally recognized house pets for personal pleasure and not for sale or other commercial purposes, is prohibited, provided, however, that the owner of any lot having an area of one acre or more, may keep and maintain one horse on such lot or lots."

2. Part B-1 (b) of the Jackson Oaks Restrictions is hereby amended to read as follows:

"(b) Height limit, as such term is used in the City of Morgan Hill general zoning ordinance, for each of lots 1 to 34, inclusive, in Tract N . 4696, Jackson Oaks Unit No. 3, shall be the height limit set forth in said Development Plan or the height limit set forth below, whichever establishes the lesser height.

Lots with 15' Maximum building Height or 1-1/2 Stories	Lots
with 30' Maximum Building	
Lots 1 through 25, inclusive, 27 through 34, inclusive	Height
or 2-1/2 Stories	
	Lot 26

IN WITNESS WHEREOF, Grantor has executed this declaration the day and year first above written.

ANDERSON CORPORATION

Nelson S. Wright /s/

Its Vice President

John H. Wright /s/

Its Assistant Secretary

LAKE

By

By

"TRACT NO. 4815"

Recorded April 20 1970 in Volume 8894 Official Records page 715, file 3794588

DECLARATION OF ANNEXATION
FOR JACKSON OAKS UNIT NO. 4

THIS DECLARATION is made this 15th day of April 1970, by LAKE ANDERSON CORPORATION, a California corporation (hereinafter referred to as "Declarant"), as the owner of certain real property located in an unincorporated area of the County of Santa Clara, State of California, described as follows:
Lots 1 to 72, inclusive (hereinafter referred to as "said real property"), all as shown on that certain subdivision map,

entitled "Tract No. 4815, Jackson Oaks Unit No. 4," filed in the Office of the Recorder of the County of Santa Clara, State of California, on April 20, 1970, in Book 267 of Maps at page 7,8,9,10,11,12,13,14.

Declarant hereby declares that all of said real property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the Jackson Oaks Restrictions, meaning the limitations, restrictions, covenants and conditions set forth in that certain declaration recorded in the Office of the Recorder of the County of Santa Clara, State of California, on March 12, 1969, in Book 8462 of Official Records at page 410 and following, as said limitations, restrictions, covenants and conditions may from time to time be implemented or amended, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said real property and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part thereof. The Jackson Oaks Restrictions shall run with said property and shall be binding upon and inure to the benefit of Declarant, Jackson Oaks Association, a California nonprofit corporation, each owner of said real property of any part thereof, and each successor in interest of such owner. Said real property constitutes a portion of the real property described in Exhibit A attached to the Jackson Oaks Restrictions, and it is Declarant's express intention by this declaration to effect the annexation of said real property to Jackson Oaks, as defined in the Jackson Oaks Restrictions.

Notwithstanding anything to the contrary contained herein, the Jackson Oaks Restrictions, as they apply to and affect said real property, are amended as follows:

"A-4. The keeping for any period of time of animals or fowl on any lot, other than a reasonable number of dogs, cats, canaries, parrots or other generally recognized house pets for personal pleasure and not for sale or other commercial purposes, is prohibited, provided, however, that the owner of any lot having an area of one acre or more, or the owner of two or more contiguous lots the combined area of which is one acre or more, may keep and maintain one horse on such lot or lots".

2. Part B-1 (b) of the Jackson Oaks Restrictions is hereby amended to read as follows:

"9b) Height limit, as such term is used in the City of Morgan Hill general zoning ordinance, for each of Lots 1 to 72, inclusive, in Tract No. 4815, Jackson Oaks Unit No. 4, shall be the height limit set forth in said Development Plan or the height limit set forth below, whichever establishes the lesser height.

Lots with 15' maximum Building Height or 1-1/2 Stories
Lots with 30' Maximum Building Height or 2-1/2 Stories
Lots 12 through 37, inclusive; 56 through 58, inclusive. Lots
1 through 11, inclusive; 38 through 55, inclusive; 59 through
72, inclusive."

IN WITNESS WHERE OF, Grantor has executed this declaration the
day and year first above written.

ANDERSON CORPORATION

S. Wright /s/

Vice President

Wright /s/

Assistant Secretary

LAKE

By Nelson

Its

By John H.

Its

Restrictions herein, if any, based on race, color, religion, or
national origin are deleted.

TRACT NO. 4882

Recorded July 28, 1971 in Volume 9437 Official Records page 228,
File 4058611

DECLARATION OF ANNEXATION
FOR JACKSON OAKS UNIT NO. 5

THIS DECLARATION is made this 12th day of July, 1971, by LAKE
ANDERSON CORPORATION,

A California corporation (hereinafter referred to as
"Declarant") as the owner of certain real property located in an
unincorporated area of the County of Santa Clara, State of
California, described as follows:

Lots 1 through 6 and Lots 8 through 92, inclusive (hereinafter
referred to as "said real property"), all as shown on that
certain subdivision map, entitled "Tract No. 4882, Jackson Oaks
Unit No.5", filed in the Office of the Recorder of the County of
Santa Clara, State of California, on July 28, 1971 in Book 287

of Maps at pages 4 thru 13.

Declarant hereby declares that all of said real property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the Jackson Oaks Restrictions, meaning the limitations, restrictions, covenants and conditions set forth in that certain declaration recorded in the Office of the Recorder of the County of Santa Clara, State of California, on March 12, 1969 in Book 8462 of Official Records at page 410 and following, as said limitations, restrictions, covenants and conditions may from time to time be implemented or amended, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said real property and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part thereof. The Jackson Oaks Restrictions shall run with said property and shall be binding upon and inure to the benefit of Declarant, Jackson Oaks Association, a California nonprofit corporation, each owner of said real property or any part thereof, and each successor in interest of such owner. Said real property constitutes a portion of the real property or any part thereof, and each successor in interest of such owner. Said real property constitutes a portion of the real property described in Exhibit A attached to the Jackson Oaks Restrictions, and it is Declarant's express intention by this declaration to effect the annexation of said real property to Jackson Oaks, as defined in the Jackson Oaks Restrictions.

Notwithstanding anything to the contrary contained herein, the Jackson Oaks Restrictions as they apply to and affect said real property, are amended as follows:

1. Part A-4 of the Jackson Oaks Restrictions is hereby amended to read as follows: "A-4. The keeping for any period of time of animals or fowl on any lot, other than a reasonable number of dogs, cats, canaries, parrots or other generally recognized house pets for personal pleasure and not for sale or other commercial purposes, is prohibited, provided, however, that the owner of any lot having an area of one acre or more, or the owner of two or more contiguous lots the combined area of which is one acre or more, may keep and maintain one horse on such lot or lots."

2. Part B-1 of the Jackson Oaks Restrictions is hereby amended to read as follows: "B-1. All improvements on lots in Tract No. 4882, Jackson Oaks Unit no. 5 shall be constructed in accordance with:

- (a) the applicable building setback lines shown or referred to on the recorded subdivision map for said subdivision; and
- (b) the maximum building height limits set forth below:

15' Maximum Building Height or 30' Maximum
Building Height or
1-1/2 stories, whichever is greater 2-1/2
stories, whichever is greater
Lots 1 through 6, 8 thru 11, 13 thru
12,26,27,28 and 53 Lots

25, 29 thru 52 and 54 thru 92, inclusive.

Provided, however, that variances may be granted by Architectural Control Committee for building heights in excess of the foregoing limits of said Committee finds that the configuration or topography of a given lot justifies such variance, that improvements on such lot will be sited in such a manner as to minimize the impairment of the view from neighboring lots, and that any variance required by the City of Morgan Hill has been obtained."

IN WITNESS WHEREOF, Grantor has executed this declaration the day and year first above written.

LAKE ANDERSON

CORPORATION

By John H.

Wright /s/ Its Vice President

TRACT NO. 5117

Recorded September 25, 1972 in Book 0034 Official Records page 152, file 4353741

DECLARATION OF ANNEXATION
FOR JACKSON OAKS UNIT NO. 6

THIS DECLARATION is made this 12th day of September, 1972, by LAKE ANDERSON CORPORATION, a California corporation (hereinafter referred to as "Declarant"), as the owner of certain real property located in an unincorporated area of the County of Santa Clara, State of California, described as follows:

Lots 1 through 44, inclusive (hereinafter referred to as "said real property"), all as shown on that certain subdivision map, entitled "Tract No. 5117, Jackson Oaks Unit No. 6," filed in the Office of the Recorder of the County of Santa Clara, State of California, on September 25, 1972, in Book 389 of Maps at pages 18 thru 23.

Declarant hereby declares that all of said real property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the Jackson Oaks Restrictions, meaning the limitations, restrictions, covenants and conditions set forth in that certain declaration recorded in

the Office of the Recorder of the County of Santa Clara, State of California, on March 12, 1969, in Book 8462 of Official Records at page 410 and following, as said limitations, restrictions, covenants and conditions may from time to time be implemented or amended, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said real property and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part thereof. The Jackson Oaks Restrictions shall run with said property and shall be binding upon and inure to the benefit of Declarant, Jackson Oaks Association, a California nonprofit corporation, each owner of said real property or any part thereof, and each successor in interest of such owner. Said real property constitutes a portion of the real property described in Exhibit A attached to the Jackson Oaks Restrictions, and it is Declarant's express intention by this declaration to effect the annexation of said real property to Jackson Oaks, as defined in the Jackson Oaks Restrictions.

Notwithstanding anything to the contrary contained herein, the Jackson Oaks Restrictions, as they apply to and affect said real property, are amended as follows:

1. Part A-4 of the Jackson Oaks Restrictions is hereby amended to read as follows: "A-4. The keeping for any period of time of animals or fowl on any lot, other than a reasonable number of dogs, cats, canaries, parrots or other generally recognized house pets for personal pleasure and not for sale or other commercial purposes, is prohibited, provided, however, that the owner of any lot having an area of one acre or more, or the owner of two or more contiguous lots the combined area of which is one acre or more, may keep and maintain one horse on such lot or lots."

2. Part B-1 of the Jackson Oaks Restrictions is hereby amended to read as follows: "B-1. All improvements on lots in Tract No. 5117, Jackson Oaks Unit No. 6 shall be constructed in accordance with:

(a) the applicable building setback lines shown or referred to on the recorded subdivision map for said subdivision; and

(b) the maximum building height limits set forth below:

15' Maximum Building Height or	30' Maximum Building Height or
1-1/2 stories, whichever is greater	2-1/2
Stories, whichever is greater	
Lots 5 through 18, 22 thru 34, 36	Lots 1
through 4, 19 thru 21,	
and 38 thru 44	35 and 37

Provided, however, that variances may be granted by

Architectural Control Committee for building heights in excess of the foregoing limits if said Committee finds that the configuration or topography of a given lot justifies such variance, that improvements on such lot will be sited in such a manner as to minimize the impairment of the view from neighboring lots and that any variance required by the City of Morgan Hill has been obtained."

IN WITNESS WHEREOF, Grantor has executed this declaration the day and year first above written.

LAKE

ANDERSON CORPORATION

By John H.

Wright /s/ Its Vice President

TRACT NO. 5134

Recorded March 28, 1973 in Book 298 Official Records page 439,
file 4480384

DECLARATION OF ANNEXATION
FOR JACKSON OAKS UNIT NO. 7

THIS DECLARATION is made this 24th day of March, 1973, by OCEANIC CALIFORNIA, INC., formerly known as Lake Anderson Corporation, a California corporation (hereinafter referred to as "Declarant"), as the owner of certain real property located in an unincorporated area of the County of Santa Clara, State of California, described as follows:

Lots 1 through 78, inclusive (hereinafter referred to as "said real property"), all as shown on that certain subdivision map, entitled "Tract No. 5134, Jackson Oaks Unit No.7," filed in the Office of the Recorder of the County of Santa Clara, State of California, on March 26, 1973, in Book 319 of Maps at pages 37 through 45 inclusive.

Declarant hereby declares that all of said real property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the Jackson Oaks Restrictions, meaning the limitations, restrictions, covenants and conditions set forth in that certain declaration recorded in the Office of the Recorder of the County of Santa Clara, State of California, on March 12, 1969 in Book 8462 of Official Records at page 410 and following, as said limitations, restrictions, covenants and conditions may from time to time be implemented or amended, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said real property and are established and agreed upon

for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part thereof. The Jackson Oaks Restrictions shall run with said property and shall be binding upon and inure to the benefit of Declarant, Jackson Oaks Association, a California nonprofit corporation, each owner of said real property or any part thereof, and each successor in interest of such owner. Said real property constitutes a portion of the real property describe in Exhibit A attached to the Jackson Oaks Restrictions, and it is Declarant's express intention by this declaration to effect the annexation of said real property to Jackson Oaks, as defined in the Jackson Oaks Restrictions.

Notwithstanding anything to the contrary contained herein, the Jackson Oaks Restrictions, as they apply to and affect said real property, are amended as follows:

1. Part A-4 of the Jackson Oaks Restrictions is hereby amended to read as follows: "A-4. The keeping for any period of time of animals or fowl on any lot, other than a reasonable number of dogs, cats, canaries, parrots or other generally recognized house pets for personal pleasure and not for sale or other commercial purposes, is prohibited, provided, however, that the owner of any lot having an area of one acre or more, or the owner of two or more contiguous lots the combined area of which is one acre or more, may keep and maintain one horse on such lot or lots."

2. Part B-1 of the Jackson Oaks Restrictions is hereby amended to read as follows:

"B-1. All improvements on lots in Tract No. 5134, Jackson Oaks Unit No. 7 shall be constructed in accordance with:

- (a) the applicable building setback lines shown or referred to on the recorded subdivision map for said subdivision, and
- (b) the maximum building height limits set forth below:

15' Maximum Building Height or	30'
Maximum Building Height or	
1-1/2 Stories, whichever is greater	2-1/2
Stories, whichever is greater	
Lots 1 through 20, 24 thru 26, 34 thru	Lots 21
through 23, 27 thru 33,	
46, 52 thru 55, and 58 thru 78	47 thru
51, 56 and 57	

Provided, however, that variances may be granted by Architectural Control Committee for building heights in excess of the foregoing limits if said Committee finds that the configuration or topography of a given lot justifies such variance, that improvements on such lot will be sited in such a manner as to minimize the impairment of the view from

neighboring lots and that any variance required by the City of Morgan Hill has been obtained."

IN WITNESS WHEREOF, Grantor has executed this declaration the day and year first above written.

CALIFORNIA, INC., formerly known as
Corporation
Wright /s/ Its Vice President

OCEANIC

Lake Anderson

By John H.