

239219

ISABEL LAND CO. a corporation, herein designated as Declarants, are the owners of that certain subdivision situated in the City of San Bruno, County of San Mateo, State of California, more particularly described as follows, to wit: PACIFIC HEIGHTS NO. 3, SAN BRUNO SAN MATEO COUNTY, CAL. which map was filed in the office of the Recorder of San Mateo County on February 27, 1959 in Book 50 at page 37.

WHEREAS, the above declarants and owners do hereby certify and declare that all of the above described land shall be subject to the following restrictions, covenants, and conditions which are hereby established and shall apply to and bind the respective heirs, executors, administrators, successors in interest and assigns of declarants.

1. No building other than one detached single family private residence with private garage shall be erected or maintained on any lot in said subdivision and no use whatsoever shall be made of any lot except its use and improvement exclusively as a single family private residence.
2. No single family dwelling shall be erected or permitted to remain on any lot used for residential purposes in said subdivision having a ground floor area, exclusive of open porches, garage and other outbuildings, of less than 800 feet.
3. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 15 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
4. No more than one dwelling house shall be erected on any lot used for residential purposes. No lot shall be divided into lots having a smaller frontage than the smallest lot on the street where said lot fronts.
5. No trailer, basement, tent, shack, garage, barn or other outbuildings erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any residential structure or other structure be moved on to said subdivision from any other location. When the erection of any structure is once begun, the work thereon must be prosecuted diligently and said structure must be completed within a reasonable time.
6. No fowl nor any animal other than household pets shall be located or maintained or kept on any part of said premises.
7. No fence or hedge shall be erected or permitted to remain or allowed to grow to a height exceeding three (3) feet nearer any street than the set-back line on the recorded plat and no fence or wall exceed six (6) feet in height on any lot line at any point in the subdivision.
8. No building, fence, wall or other permanent structure shall be erected, altered or placed on any lot in said subdivision until building plans, specifications and plot plan showing the location of structure on the lot have been submitted to and approved in writing as to conformity and harmony of external design and as not interfering with the reasonable enjoyment of any other lot, by the owner of the tract, or their successor as such. Upon failure by the owners to approve or disapprove such plans and specifications within thirty (30) days after the same have been properly presented, approval thereof will be deemed to have been made, provided the proposed construction complies with all of the provisions otherwise of this declaration.
9. If any restriction, covenant or condition herein specified or any part thereof, is invalid or for any reason becomes unenforceable no other restrictions,

10. Nothing contained in this Declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but title to any property subject to this Declaration obtained through sale in satisfaction of any mortgage or deed of trust shall hereafter be held subject to all of the restrictions and provisions hereof.

11. The various restrictive measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each lot in said subdivision, and failure by the Declarants or any other person or persons entitled so to do to enforce any measure upon violation thereof shall not stop or prevent enforcement thereafter to be deemed a waiver of the rights to do so.

12. These covenants, restrictions, and agreements shall run with the land and shall continue in full force and effect until January 1, 1970, at which time the same shall automatically be extended for successive periods of ten (10) years, unless by a duly executed and recorded statement the then owners of fifty (50) percent or more of the lots in the subdivision, as shown on the recorded map hereof, elect to terminate or amend said restrictions in whole or in part.

13. Each grantee of a conveyance or purchaser under a contract or agreement of sale by accepting a deed or contract of sale or agreement of purchase, accepts the instrument subject to all of the covenants, restrictions, easements and agreements set forth in this Declaration and agree to be bound by them.

14. Damages for any breach of the terms, restrictions, and provisions of this Declaration are hereby declared not to be adequate compensation, but such breach and/or the continuation thereof may be enjoined or abated by appropriate proceedings by the Declarants, or by any owner or owners of any other lot or lots in said subdivision.

IN WITNESS WHEREOF, Declarants have caused these presents to be executed this 25th day of March, 1959.

YSABEL LAND CO, a corporation

by [Signature]
by [Signature]

STATE OF CALIFORNIA
San Mateo

County of San Mateo
On this 25th day of March

in the year one thousand nine hundred and fifty-nine
before me, Theodore A. Lawson, a Notary Public in and for the said County of San Mateo

Ferry Liebman and Isaac Liebman, State of California, duly commissioned and sworn, personally appeared
President and Secretary

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

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the
San Mateo County of San Mateo the day and year in this certificate
first above written.

Theodore A. Lawson
Notary Public in and for the San Mateo County of San Mateo State California.

Credentia Form No. 28 (Acknowledgment-Corporation)
(C.C. Secs. 1192-1194.1)

My Commission Expires February 10, 1963

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RECORDED AT REQUEST OF

CALIFORNIA PACIFIC TITLE INSURANCE CO.

MAR 27 11 24 A 1959

OFFICIAL RECORDS
SAN MATEO COUNTY

MAR 27 1959

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