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OLMSTED TERRACE FACULTY HOMES

DECLARATION OF EASEMENTS,  
COVENANTS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (the "Declaration") is entered into as of May 13, 2009 (the "Effective Date"), by THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers under the laws of the State of California ("Declarant").

RECITALS

A. Declarant is the owner of the land described in Exhibit A attached hereto (the "Property"). Declarant intends that thirty-nine single family homes, including associated parking areas, driveways and walkways (collectively, the "Project"), shall be constructed on the Property, and such single family homes shall be leased to certain faculty and staff members of the Leland Stanford Junior University (collectively, the "Lessees").

B. Declarant has caused the Property to be subdivided into the following forty-three parcels: (i) Lots 1-39, on which the thirty-nine single family homes and associated parking areas, driveways and walkways will be constructed (the "Lots"); and (ii) Lots 40-43, which will be reserved as open space areas (the "Open Space Parcels") pursuant to an Open Space Easement Agreement recorded simultaneously with the Map. These parcels are identified on that certain final map entitled "Tract No. 10032 filed in book 832 of Maps, pages 16 through 25, inclusive (the "Map"), in the Official Records of Santa Clara County (the "Official Records"). The Lots and the Open Space Parcels are collectively referred to as the "Project Parcels".

C. The Project is not a common interest development, as defined in the Common Interest Development Act, California Civil Code Section 1351. The easements, covenants, and restrictions created by the Map and Section 3 of this Declaration are intended to comply with the conditions of approval for the Map imposed by the County (File No. 9792-08CS-08A-08G), support the efficient use of the Project as a residential community and provide for the rights, duties and obligations incidental to or necessary for the use and enjoyment of each Lot in accordance with the purposes for which the improvements thereon are constructed. The covenants created by this

Declaration are intended to be enforceable as covenants running with the land pursuant to California Civil Code Section 1468, and as a common ownership covenant of easement pursuant to County of Santa Clara Ordinance Code Section C1-80.

NOW, THEREFORE, Declarant hereby creates and establishes easements, covenants and restrictions that will run with the land and be binding upon and inure to the benefit of the Project Parcels, Declarant and the Lessees as part of a common plan to regulate and govern the use and occupancy of the Property and to enhance the value thereof, and for other beneficial purposes.

## Section 1 DEFINITIONS

- 1.1 **"County"** means the County of Santa Clara.
- 1.2 **"Ground Lease"** means the long-term ground lease entered into with respect to each Lot between Declarant and one or more Lessees.
- 1.3 **"Residents"** means each Lessee, members of such Lessee's family, and any other persons who are authorized to occupy a Lot pursuant to the terms of any Ground Lease.
- 1.4 **"Permittees"** means the agents, employees, contractors, visitors and other invitees of any Lessee, other than Residents of such Lessee's Lot.

## Section 2 SUBORDINATION AND TERM

2.1 **Subordination of Ground Leases and Other Instruments.** The terms and provisions of this Declaration are and shall be superior and prior to (a) the Ground Leases, and (b) any other instrument or agreement creating or transferring an interest in a Lot or otherwise affecting the Property.

2.2 **Term.** This Declaration shall govern and be binding upon the Property, each Project Parcel, Declarant and all Lessees as of the Effective Date, unless and until all of the following have occurred: (a) each of the Ground Leases shall have expired, and Declarant no longer intends to use the Property for single-family housing; (b) the Property has reverted to acreage or the Lots have otherwise been eliminated; and (c) the County (or successor public entity with land use jurisdiction over the Property) approves the termination of this Declaration in connection with the foregoing, as evidenced by the recordation of a release of covenants by the Clerk of the County Board of Supervisors, or by such other lawful method then in use by the County. Upon the satisfaction of the foregoing conditions precedent, Declarant may record a termination of this Declaration in the Official Records.

## Section 3 EASEMENTS

- 3.1 **Open Space Easement.**
- (a) **Dedication of Easement.** In connection with the recordation of the Map, and pursuant to an Open Space Easement Agreement dated as of ~~May 15~~<sup>June</sup>, 2009, Declarant has dedicated to the County an open space easement over the Open Space Parcels. Nothing in this

Declaration is intended to alter any of the provisions or restrictions of the Open Space Easement Agreement. As provided in the Open Space Easement Agreement, the Open Space Parcels may be used for the following purposes: (i) an approximately five (5) foot wide area running the length of the Easement Area immediately adjacent to Stanford Avenue shall be developed, maintained, repaired and replaced as a public pedestrian and bicycle path (the "**Pedestrian Path**"); (ii) an approximately five (5) feet wide area running the length of the Easement Area immediately adjacent to the pedestrian and bicycle path shall be developed, maintained, repaired and replaced as a bioretention area for storm drainage and treatment in connection with the Project (the "**Bioretention Area**"); (iii) approximately five (5) feet wide walkways leading to homes within the Subdivision that border Stanford Avenue shall be developed, maintained, repaired and replaced to bisect the Easement Area (the "**Entry Walkways**"); (iv) approximately six (6) feet wide walkways within an eight (8) feet wide easement area shall be developed, maintained, repaired and replaced to bisect the Easement Area as part of the Pedestrian Sidewalk Access Areas (as defined in Section 3.4(a) below) that connect Stanford Avenue and Olmsted Road (the "**Paseos**"); and (v) an existing subsurface sanitary sewer line may be maintained, repaired and replaced within the Easement Area; provided that the ground surface is restored and revegetated promptly after completion of the work. A typical drawing of a cross-section of the Open Space Easement is shown on the attached Exhibit B.

#### (b) Rules Regarding Open Space Parcels.

(1) Residents and other persons shall have the right to use the Pedestrian Path for walking, jogging, running and bicycling during the term of this Declaration. No motorized equipment shall be used on the Pedestrian Path. No person shall place, store, maintain or dispose of any materials, supplies, equipment, or articles of any nature in or on the Open Space Parcels.

(2) Residents shall not access the Bioretention Area, shall not allow their pets to access the Bioretention Area, and shall not interfere with or otherwise impair the proper functioning of the Bioretention Area or the use of the Pedestrian Path by other pedestrians in any manner.

(3) Residents of Lots 1-6, 8, 10, 31, 36, 37 and 38 shall have an additional right to use the Entry Walkway immediately adjacent to each such Lot to cross over that portion of the Open Space Parcel for pedestrian access to such Lot. No Resident shall interfere with the access rights of others in exercising such right.

(4) Residents of the Lots listed in Section 3.4(a) shall have an additional right to use the Paseo immediately adjacent to each such Lot to cross over that portion of the Open Space Parcel for pedestrian access to such Lot, subject to the provisions of Section 3.4(b).

### 3.2 Private Access Easements.

(a) **Grant of Private Access Easements.** Pursuant to the Map, Declarant has granted to Residents of the Project non-exclusive private access easements for vehicular and pedestrian access to and from the Project, and for parking in designated areas to be identified by Declarant (the "**Private Access Easements**"). As shown on the Map, the Private Access Easements allow travel on Escondido Road, Olmsted Road, Oberlin Street, Wellesley Street and Yale Street in order to gain access to the public street, Stanford Avenue. The Private Access

Easements shall not be deemed to be a dedication of a public right-of-way, and the Private Access Easements are private easements for the benefit of the Residents and Permittees only.

**(b) Rules Regarding Private Access Easements.**

(1) Residents and Permittees shall have the right to use the Private Access Easements for vehicular and pedestrian ingress and egress purposes and for parking, subject to the limitations set forth herein. The rights of any Permittees visiting the Project shall be limited to those of any other visitor to the Stanford University campus, and the grant of Private Access Easements for the benefit of Project Residents shall not be deemed a public dedication of such easements.

(2) In no event shall any Resident store or maintain any materials, supplies, equipment, or articles of any nature in the Private Access Easements, or otherwise restrict or impede the use of or access to the Private Access Easements in any manner.

(3) Residents and/or Permittees shall have the right to park non-commercial vehicles only in those portions of the Private Access Easements specifically identified as parking areas and/or spaces for the Project. Parking areas or spaces designated for visitors shall be available to Permittees only, and Residents shall not park in those areas.

**3.3 Ingress and Egress Easements.**

**(a) Reservation of Ingress and Easement Areas.** Pursuant to the Map, Declarant has identified certain areas on Lots 9, 10, 11 and 12, Lots 13, 14, 15 and 16, Lots 17, 18, 19 and 20, Lots 21, 22, 23 and 24, Lots 25, 26, 27 and 28, and Lots 29, 30 and 31 (each group, a "**Cluster**", and collectively, the "**IEE Areas**") for shared driveways, parking and vehicular and pedestrian ingress and egress (the "**Ingress and Egress Easements**"). The Ingress and Egress Easements shall not be deemed to be a dedication of a public right-of-way, and the Ingress and Egress Easements are private easements for the benefit of the Residents and Permittees only. Notwithstanding the foregoing, this Declaration shall not be deemed to impose any restrictions on emergency vehicle access.

**(b) Rules Regarding IEE Areas.**

(1) Residents of each Cluster that share an IEE Area and their respective Permittees shall have the right to use such IEE Area for shared vehicular and pedestrian ingress and egress, parking and other purposes, subject to the limitations set forth herein.

(2) In no event shall any Resident store or maintain any materials, supplies, equipment, or articles of any nature in the IEE Area, including, without limitation, any basketball hoops, planters, garbage cans or other refuse (other than in designated areas).

(3) In no event shall any Resident restrict the use of or access to the IEE Area by any other Resident or Permittee in any manner.

(4) Parking spaces within the IEE Areas are designated for use by to Permittees only, and Residents shall not park in those areas.

### **3.4 Pedestrian Sidewalk Access Easements.**

**(a) Reservation of Pedestrian Sidewalk Access Easements.** Pursuant to the Map, Declarant has identified certain areas on Lots 11 through 14, 15 through 18, 19 through 22, 27 through 30, 32, 33, 39, and 41 through 43 (the "**PSAE Areas**") for non-exclusive pedestrian ingress and egress purposes (the "**Pedestrian Sidewalk Access Easements**"). The Pedestrian Sidewalk Access Easements shall not be deemed to be a dedication of a public right-of-way, and the Pedestrian Sidewalk Access Easements are private easements for the benefit of the Project only. Notwithstanding the foregoing, in no event shall the Pedestrian Path be deemed a Pedestrian Sidewalk Access Easement or part of the PSAE Areas.

#### **(b) Rules Regarding PSAE Areas.**

(1) Residents and Permittees shall have the right to use the PSAE Areas for pedestrian ingress and egress purposes only, subject to the limitations set forth herein.

(2) In no event shall any Resident or Permittee store or maintain any materials, supplies, equipment, or articles of any nature in the PSAE Areas, including, without limitation, any planters, garbage or refuse (other than in designated areas).

(3) In no event shall any Resident or Permittee restrict or otherwise impede the use of or access to the PSAE Areas in any manner.

(4) It is Declarant's intent that each PSAE Area be used primarily by the Residents whose Lots abut each such area, and that all Residents respect the property rights of the Lessees on whose Lots the PSAE Areas are located. No Resident or Permittee shall trespass on those portions of any Lot adjacent to a PSAE Area, and all Residents shall exercise control over their pets and children while using the PSAE Areas.

**3.5 Storm Drainage Easements.** Pursuant to the Map, Declarant has reserved Storm Drainage Easements within Lots 1, 2, 25, 35, 36, 37, 38, 39 and 43 (collectively, the "**SDE Areas**") for the installation, operation, use, maintenance, repair, replacement, relocation, restoration and removal of storm drainage systems serving the Project. In no event shall any Owner or Permittee interfere or otherwise impede the installation, operation, use, maintenance, repair, replacement, relocation, restoration or removal of the storm drainage systems within the SDE Areas. Without limiting the foregoing, no excavation, filling or grading shall be permitted within any of the SDE Areas.

**3.6 Storm Drainage Overland Release Easements.** Pursuant to the Map, Declarant has reserved Storm Drainage Overland Release Easements within Lots 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30 and 31 (collectively, the "**SDORE Areas**") for the overland release of water on and from Project. In no event shall any Owner or Permittee interfere or otherwise impede the overland flow of water in the SDORE Areas. Without limiting the foregoing, no excavation, filling or grading shall be permitted within any of the SDORE Areas.

**3.7 Sanitary Sewer Easement.** Declarant hereby reserves a sanitary sewer easement along the full length of the project boundary adjacent to Stanford Avenue. In no event shall any Owner or Permittee interfere or otherwise impede the installation, operation, use, maintenance,

repair, replacement, relocation, restoration or removal of the sanitary sewer system. Without limiting the foregoing, no excavation, filling or grading shall be permitted within ten (10) feet of any property line that borders Stanford Avenue.

#### **Section 4 RESERVATION OF DECLARANT'S RIGHTS**

**4.1 Declarant's Right to Grant Permits and Easements.** Declarant shall have the right, without payment to or charge from the Lessees, to reserve to itself or grant to any person, governmental entity or other public or private agency or entity licenses, permits or easements (collectively, "**Additional Easements**") on, over, under, across and through the Project, to the extent such Additional Easements are deemed by Declarant to be necessary or convenient for (a) the construction, installation, operation, maintenance, repair and replacement of (i) improvements, whether on the Property or on other properties owned by Declarant; (ii) underground lines and other transmission facilities and appurtenances for electricity, gas, telephone, water, sewage, drainage and any other service or utility; (iii) rights of way, curbs, pavements and other roadway or transit improvements; and (iv) landscaping, whether serving the Project or other properties of Declarant; (b) the relocation of any of the easements described in Section 3(c). All Additional Easements reserved or granted by Declarant shall be upon such terms and conditions as Declarant may determine in its sole discretion, or as may be specified by the grantee in connection with the acceptance of the same.

**4.2 Assignment of Declarant's Rights.** Declarant may assign all or any portion of its rights and delegate all or any portion of its duties to any other Person; and from and after the date of such assignment and/or delegation, the Declarant shall have no further rights and/or duties hereunder with respect to the rights assigned and duties delegated. Any successor assignee of the rights and duties of the Declarant shall execute an instrument assuming the rights and duties of the Declarant hereunder and thereafter shall be entitled to exercise all the rights of Declarant so assigned and shall be obligated to perform all the Declarant's duties so delegated, provided such successor or assignee shall not be liable in any manner for any act or omission committed or omitted by the Declarant before the date the successor or assignee succeeded to the rights of the Declarant hereunder.

#### **Section 5 General Restrictions.**

**5.1 Residents and Permittees.** Each Lessee shall be responsible for the compliance with this Declaration by each Resident and Permittee having access to the Project pursuant to any relationship, agreement, contract or other undertaking with such Lessee. The violation of this Declaration by any such Resident or Permittee shall be deemed a violation of this Declaration by such Lessee.

**5.2 Rules and Regulations.** Each Lessee, Resident and Permittee shall comply with the Rules and Regulations attached hereto as **Exhibit C**.

#### **Section 6 DEFAULT, ENFORCEMENT AND REMEDIES**

**6.1 Enforcement Rights and Remedies.** The covenants, restrictions, rights and duties contained in this Declaration constitute covenants running with the land and equitable servitudes that benefit and bind each Lot in the Project, each Lessee, and each successive Lessee thereto,

and may be enforced by the Declarant, County, or any Lessee in any legal or equitable action pursuant to the procedures described herein. Declarant may enforce any covenants, restrictions, and rights set forth in this Declaration without regard to whether Declarant has leased all the Lots in the Project. Each Lessee acknowledges and agrees that if Lessee, any other Resident of such Lessee's Lot, or any Permittee of such Lessee breaches any of the restrictions contained herein, money damages may not be adequate compensation. As a result, each Lessee agrees that in the event of a breach, any non-breaching party, in addition to any other remedy available at law or equity, shall be entitled to equitable relief, including, but not limited to, an order compelling the breaching party to perform an act which the party is required to perform under this Declaration or which is necessary to bring the breaching party or the breaching party's Lot into compliance with restrictions contained herein or prohibiting the breaching party from performing any act that violates the restrictions.

**6.2 Performance by Declarant.** If any Lessee shall fail or neglect to do or perform any act or thing herein provided by it to be done or performed and such failure shall not be cured within thirty (30) days after receipt of written notice from Declarant, County or any other Lessee demanding such performance, then without limiting any other rights of Declarant under this Declaration or any Ground Lease, Declarant shall have the right, but shall have no obligation, to pay any amounts payable by Lessee to third parties hereunder, or do or perform or cause to be done or performed any such other act or thing (entering upon the Lot of the defaulting Lessee for such purposes, if Declarant shall so elect), and Declarant shall not be or be held liable or in any way responsible for any loss, disturbance, inconvenience, annoyance or damage resulting to Lessee on account thereof (except to the extent of Declarant's gross negligence or willful misconduct), and the defaulting Lessee shall repay to Declarant upon demand the entire cost and expense thereof, including, without limitation, compensation to the agents, consultants and contractors of Declarant and attorneys' fees and expenses. Declarant may act upon shorter notice or no notice at all if necessary in Declarant's judgment to meet an emergency situation or governmental or municipal time limitation. Any act or thing done by Declarant pursuant to the provisions of this Section shall not be or be construed as a waiver of any default by the defaulting Lessee, or as a waiver of any term, covenant, agreement or condition contained in this Declaration or any Ground Lease, or of the performance thereof.

## **Section 7 Dispute Resolution.**

**7.1 Meet and Confer.** Any dispute between Lessees under this Declaration shall be resolved through reasonable business-like dispute resolution procedures, and each Lessee shall use reasonable effort to reach a resolution without resort to litigation. Accordingly, if a dispute arises between Lessees, any party may call a special meeting of the parties by written request specifying the nature of the matter to be addressed. The meeting shall be held at a mutually agreeable location, and shall be attended by representatives of each party who have authority to resolve the dispute. Such representatives shall confer in a good faith attempt to resolve the dispute until they either succeed or one or both parties concludes that the dispute will not be resolved through one or more special meetings.

**7.2 Mediation.** If a matter in dispute is not resolved through the special meeting process, either party may initiate mediation by delivering written notice to the other. Each party to the dispute shall attend and participate in the mediation, which shall be non-binding and without prejudice to any other rights or remedies which any party may have. Unless the parties agree

otherwise, the mediation proceeding shall be conducted in San Jose, California, by an independent mediator from the offices of the American Arbitration Association (or any successor or mutually acceptable alternative, referred to hereafter as the "AAA") in accordance with AAA procedures, within thirty (30) days after the notice initiating mediation is delivered. The costs of the mediation shall be shared equally by both parties to the mediation, except that each party shall pay the fees, costs and expenses of its own legal counsel and consultants in connection with such mediation. Any voluntary settlement reached as a result of the mediation proceeding shall be reduced to writing. All mediation proceedings shall be subject to the provisions of California Evidence Code sections 1152 and 1152.5, and any amended, similar or successor laws.

**7.3 General.** The foregoing dispute resolution procedure shall not in any way affect any statutes of limitation relating to any dispute relating to this Declaration. This dispute resolution procedure may be conducted before or during the pendency of any other legal proceedings, and any party shall be entitled to bring any legal or judicial action to enjoin an act or proposed act by another party which is in dispute, or seek any other ancillary relief to preserve the status quo or protect the rights of any party, pending the commencement or completion of any mediation process.

**7.4 Judicial Reference.** Any dispute, claim, controversy or action (collectively, a "*Dispute*") between any Lessee(s) arising directly or indirectly out of or in any way relating to this Declaration shall be resolved by a general judicial reference pursuant to California Code of Civil Procedure Section 638, and/or other successor or applicable statute, court rule or provision of law, in accordance with the provisions set forth in this Section 7.4. In no event shall the County or Declarant be bound by the provisions of this Section.

**(a) Parties.** For purposes of this Section 7.4, the term "*Reference Parties*" shall include any Lessee and/or Declarant, to the extent any such party is involved in a particular Dispute.

**(b) Jury Waiver.** Declarant and each Lessee unconditionally and irrevocably waives any right to a trial by jury.

**(c) Reference.** Any Dispute shall be tried by a judicial referee as judge pro tem under an order of general judicial reference to try and determine all issues of fact and law, whether legal or equitable, to be chosen by the Reference Parties from a list of retired California Superior, Appellate and Supreme Court judges and justices. If the Reference Parties are unable to agree on the selection of the referee, then the retired judge or justice who shall act as the referee shall be appointed by the Santa Clara County Superior Court in accordance with California Code of Civil Procedure Section 640, and/or other successor or applicable statute, court rule, or provision of law, with each of the Reference Parties entitled to only one disqualification pursuant to California Code of Civil Procedure Section 170.6, which right to disqualification must be exercised, if at all, at the hearing on the petition to obtain the judicial reference order and/or to have the referee appointed. The reference shall be conducted and the issues determined in compliance with all judicial rules and all statutory and decisional law of the State of California as if the matter were formally litigated in Superior Court and not by way of judicial reference.

**(d) Costs and Attorneys' Fees.** The cost of the reference shall initially be borne pro rata by the Reference Parties, but the prevailing party shall be entitled to obtain reimbursement for its pro rata share of the reference cost and shall be awarded its actual attorney's and expert's fees and all other costs and expenses relating to resolution of the Dispute.



(e) **Procedure.** The referee shall conduct and decide all pre-trial, trial and post-trial procedures which may arise as if the matter were formally litigated in the Superior Court. The judgment entered upon the decision of the referee shall be subject to all post-trial procedures and to appeal in the same manner as an appeal from any order or judgment in a civil action. All rules of evidence as set forth in the California Evidence Code, all rules of discovery as set forth in the California Code of Civil Procedure, other applicable California and federal statutory and decisional law, and all rules of court shall be applicable to any proceeding before the referee.

(f) **Enforcement.** This reference agreement may be specifically enforced by the filing of a complaint or petition or motion seeking specific enforcement as may be directed by applicable statute and/or rule of court.

(g) **Jurisdiction and Venue.** The Reference Parties agree and consent to the exclusive jurisdiction and venue of the Santa Clara County Superior Court, and specifically recognize and acknowledge the waiver of any right to remove any action to federal court on the basis of diversity jurisdiction or on any other basis.

(h) **Preliminary Relief.** The Reference Parties may apply to the Santa Clara County Superior Court for injunctive or other pre-judgment relief prior to the appointment of the referee, and such application and related proceedings prior to the appointment of the referee shall not be a waiver of the enforceability and application of this judicial reference agreement to such Dispute or any other Dispute.

## **Section 8     AMENDMENT**

**8.1     Amendment.** This Declaration may be amended by Declarant in any respect that does not affect the rights of the Lessees with respect to the easements described in Section 3. The amending or rescinding instrument shall make appropriate reference to this Declaration and its amendments and shall be acknowledged and recorded in the Official Records. Any amendment that affects the rights of the Lessees with respect to the easements described in Section 3 shall require the written consent of the County (or successor public entity with land use jurisdiction over the Property).

**8.2     Corrections.** Notwithstanding anything herein to the contrary, Declarant reserves the right to record an amendment or appropriate instrument of correction to correct any errors in this Declaration, or any exhibits thereto that does not affect the rights of the Lessees with respect to the easements described in Section 3, and the consent of neither the County nor any Lessees shall be required.

## **Section 9     MISCELLANEOUS**

**9.1     Severability.** If any term, provision or condition contained in this Declaration shall, to any extent, be invalid or unenforceable, the remainder of this Declaration (or the application of such term, provision or condition to persons or circumstances other than those in respect to which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

**9.2 Severance.** To the extent that any provision of this Declaration would otherwise be invalid or unenforceable due to a violation of the rule against perpetuities, the same shall be construed and interpreted so that it shall have effect, as though it were expressly stated that the happening of any contingency or event must take place, if at all, within the maximum period permitted therefor in order not to violate said rule.

**9.3 Change of Circumstances.** Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

**9.4 References to the Covenants in Instruments.** Ground Leases to and instruments affecting any Lot or any part of the Property may contain the restrictions herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any such Ground Lease or other instrument, each and all of the restrictions shall be binding upon the Person claiming through any such Ground Lease or other instrument and such Person's heirs, executors, administrators, successors and assigns.

**9.5 Gender and Number.** Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

**9.6 Captions and Titles.** All captions, titles or headings of the Sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

**9.7 Notices.** All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Declaration shall be in writing and shall be deemed to have been properly given if sent by registered or certified mail with a return receipt requested, postage prepaid, or sent by facsimile transmission with verification of receipt, nationally recognized overnight express carrier or delivered by hand. Notices so sent shall be effective seventy-two (72) hours from the time of mailing if mailed as provided in this Section, and otherwise upon receipt. Any notice to a Lessee shall be sent to the address of that Lessee's Lot, and any notice to Declarant shall be sent as follows:

Stanford University Faculty Staff Housing  
Owen House  
552 Lane A  
Stanford, California 94305

**9.8 Incorporation of Exhibits.** The exhibits attached to this Declaration are by this reference incorporated herein.

**9.9 Governing Law.** This Declaration shall be construed in accordance with the laws of the State of California.

**9.10 No Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of a portion of the Project to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed.

**9.11 No Waiver.** No waiver of any default by any Lessee shall be implied from any omission by Declarant to take any action in respect of such default, whether or not such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Declaration.

IN WITNESS WHEREOF, this Declaration has been executed by Declarant as of the Effective Date.

**DECLARANT:**

THE BOARD OF TRUSTEES OF THE LELAND  
STANFORD JUNIOR UNIVERSITY

By: 

Its: VICE PRESIDENT, LAND, BUILDINGS + REAL ESTATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

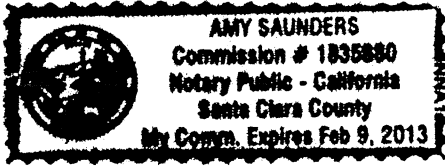
STATE OF CALIFORNIA )  
 )  
COUNTY OF Santa Clara ) ss.

On May 13, 2009, before me, Amy Saunders, Notary Public  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Robert C. Reidy,  
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Amy Saunders  
Signature of Notary Public

EXHIBIT A

**LEGAL DESCRIPTION**

Real property in the City of PALO ALTO, County of SANTA CLARA, State of CALIFORNIA, described as follows:

Being a portion of the lands of The Board of Trustees of the Leland Stanford Junior University, more particularly described as follows:

Beginning at the point of intersection of the northwesterly line of Stanford Avenue, being 60.00 feet in width, with the northeasterly line of Escondido Road, being 60.00 feet in width;

Thence leaving said point and along said northeasterly line of Escondido Road, North  $56^{\circ}13'45''$  West, 207.39 feet to the beginning of a non-tangent curve, concave to the southeast, having a radius of 60.00 feet, from which a radial line bears South  $69^{\circ}37'10''$  East;

Thence leaving said northeasterly line of Escondido Road, the following fifteen (15) courses:

1. Northeasterly, along said curve, through a central angle of  $38^{\circ}16'30''$  for an arc length of 40.08 feet to the beginning of a compound curve, concave to the southeast, having a radius of 240.00 feet;
2. Northeasterly, along said curve, through a central angle of  $13^{\circ}41'42''$  for an arc length of 57.37 feet to the beginning of a reverse curve, concave to the northwest, having a radius of 400.00 feet;
3. Northeasterly, along said curve, through a central angle of  $49^{\circ}00'58''$  for an arc length of 342.20 feet;
4. North  $23^{\circ}20'04''$  East, 101.56 feet to the beginning of a curve to the left, having a radius of 1200.00 feet;
5. Northeasterly, along said curve, through a central angle of  $02^{\circ}59'35''$  for an arc length of 62.69 feet to the beginning of a reverse curve, concave to the southeast, having a radius of 600.00 feet;
6. Northeasterly, along said curve, through a central angle of  $07^{\circ}13'42''$  for an arc length of 75.69 feet to the beginning of a compound curve, concave to the southeast, having a radius of 1000.00 feet;
7. Northeasterly, along said curve, through a central angle of  $01^{\circ}20'43''$  for an arc length of 23.48 feet to the beginning of a compound curve, concave to the southeast, having a radius of 1600.00 feet;
8. Northeasterly, along said curve, through a central angle of  $16^{\circ}14'11''$  for an arc length of 453.41 feet to the beginning of a reverse curve, concave to the northwest, having a radius of 380.00 feet;
9. Northeasterly and northerly, along said curve, through a central angle of  $34^{\circ}54'55''$  for an arc length of 231.57 feet;
10. North  $34^{\circ}33'15''$  East, 270.86 feet to the beginning of a non-tangent curve, concave to the northwest, having a radius of 200.00 feet, from which a radial line bears North  $07^{\circ}47'29''$  West;
11. Northeasterly, along said curve, through a central angle of  $32^{\circ}37'56''$  for an arc length of 113.91 feet to the beginning of a compound curve, concave to the northwest, having a radius of 660.00 feet;
12. Northeasterly, along said curve, through a central angle of  $15^{\circ}01'20''$  for an arc length of 173.04 feet;
13. North  $34^{\circ}33'15''$  East, 354.37 feet to the beginning of a curve to the left, having a radius of 240.00 feet;

14. Northeasterly, along said curve, through a central angle of  $37^{\circ}09'21''$  for an arc length of 155.64 feet;

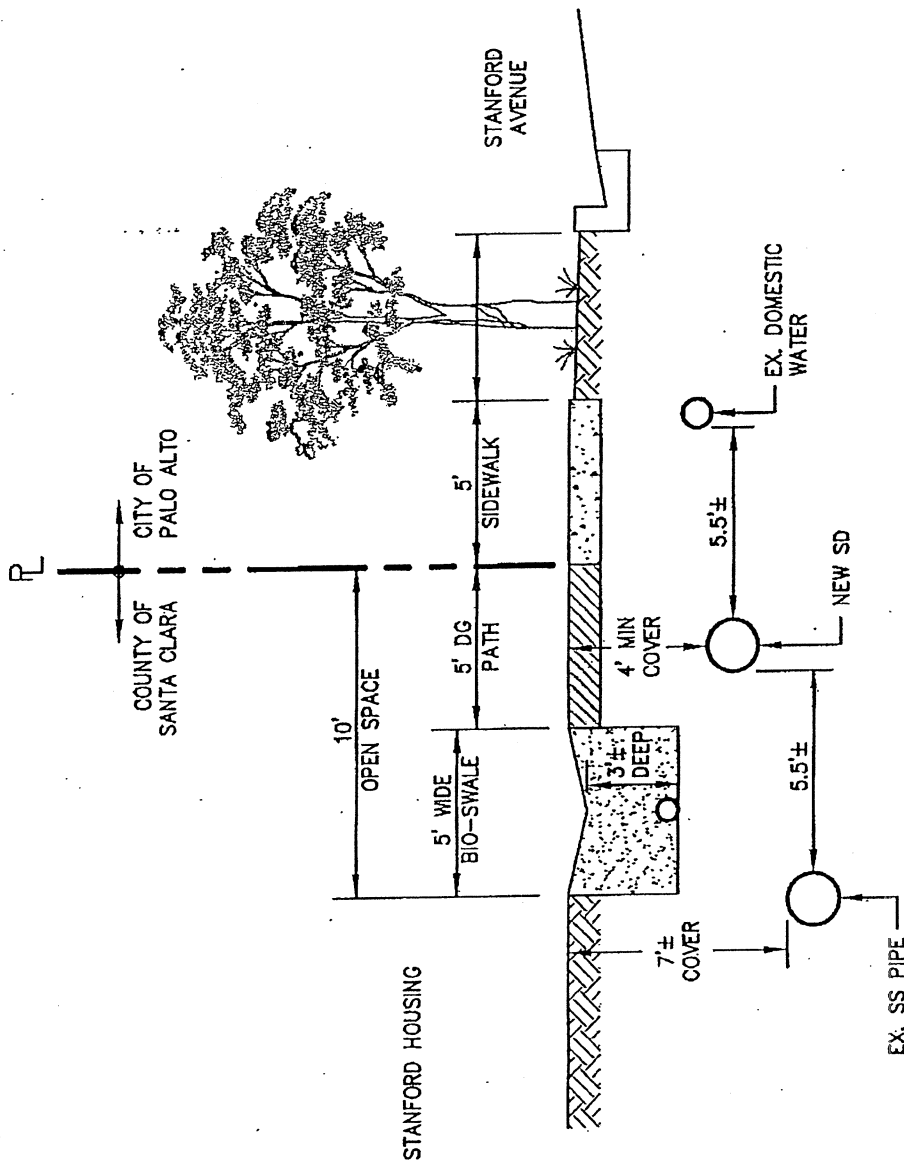
15. South  $55^{\circ}26'45''$  East, 123.72 feet to a said northwesterly line of Stanford Avenue;

Thence along said northwesterly line of Stanford Avenue, South  $34^{\circ}33'15''$  West, 2381.92 feet to the point of Beginning.

APN: PORTION OF 142-04-020

EXHIBIT B

NOT TO SCALE



SECTION



1650 TECHNOLOGY DRIVE  
SUITE 650  
SAN JOSE, CA 95110  
408-467-9100  
408-467-9199 (FAX)

Subject STANFORD AVENUE FACULTY HOMES

Job No. 20076072

By \_\_\_\_\_ Date 05/11/09 Chkd. \_\_\_\_\_

SHEET 1 OF 1

## EXHIBIT C

### Rules and Regulations

1. **Nuisance; Waste.** No use shall be made of any Lot: (a) for any purpose that in any manner causes, creates, or results in a nuisance or waste; (b) for any purpose that is of a nature to involve substantial hazard; (c) for any purpose that would or could invalidate or be in conflict with the provisions of any fire or other insurance policies covering the improvements on such Lot; (d) for any purpose that would or could result in a refusal by insurance companies of good standing to insure such improvements in amounts required hereunder; (e) for any purpose that violates any applicable law; or (f) that in any manner unreasonably interferes with the use or quiet enjoyment of the occupants of any other Lot.

2. **Vehicle and Parking Restrictions.**

(a) Each Lessee may have up to two vehicles that are parked within the Project on a regular basis. Such vehicles shall not exceed one ton or be larger than a standard sports utility vehicle.

(b) No mobile home, camper or recreational vehicle, boat, truck or similar equipment shall be parked within the Project. For purposes herein, "truck" does not include a non-commercial pickup truck, or a sports utility vehicle. Notwithstanding the foregoing, trucks may park on a temporary basis for delivery or pickup purposes.

(c) No vehicle shall be parked within the Project except within designated parking spaces. Residents shall park their vehicles in their garages or driveways so that parking spaces located elsewhere in the Project are available exclusively for guest parking. No garage or parking space may be converted into any use that would prevent its use for parking the number of vehicles the garage or space was originally designed to contain. Garage doors shall remain closed at all times except when entering, exiting or engaged in activities requiring access to the garage.

(d) There shall be no maintenance (other than routine vehicle maintenance, vehicle washing and cleanup) or repairs performed on any automobile, except (i) within an enclosed garage, (ii) any emergency repairs that are necessary in order to remove the vehicle to a proper repair facility, or (iii) oil changes that are performed in a Resident's driveway; provided that in all such instances any tools, products or materials used in connection with such maintenance work are stored and disposed of immediately and in accordance with applicable laws. In no event shall vehicles undergoing such maintenance be left unattended or inoperative overnight.

(e) No inoperative vehicles shall be parked or maintained within the Project.

3. **Exterior Areas.**

(a) Residents shall maintain in good order, condition and repair all of the areas within the fenced portion of each Lot (the "**Patio Area**").



(b) No materials, supplies, equipment or personal property of any nature shall be stored in any Patio Area unless completely concealed behind a fence. No tarps or other covering shall be installed on any part of the Patio Area that is visible from the exterior of the Lot.

(c) Residents shall not store or maintain any materials, supplies, equipment, or personal property of any nature in those portions of the Lot beyond the Patio Area.

(d) No exterior clothesline shall be erected or maintained on any Lot that is visible beyond the fenced area of such Lot; and there shall be no exterior drying or laundering of clothes on any balcony, patio, porch or other outside area of any Lot that is visible from the exterior of the Lot.

(e) Residents shall not install or maintain any flowers, plants or other landscaping on any portion of the Lot beyond the Patio Area.

(f) Except as otherwise expressly authorized by applicable law, no commercial signs of any nature shall be posted or displayed anywhere within the Project. Residents shall have the right to post or display non-commercial signs, posters, flags or banners on their own Lot, subject to applicable law and public health and safety considerations. A non-commercial sign, poster, flag or banner may be made of paper, cardboard, cloth, plastic or fabric and may be posted or displayed from the yard, window, door, balcony or outside wall of the Lot, but may not be made of lights, roofing, siding, paving materials, flora or balloons or any other similar building, landscaping or decorative component, or include the painting of architectural surfaces. No non-commercial sign and poster in excess of nine square feet in size or non-commercial flag or banner in excess of 15 square feet in size shall be permitted anywhere in the Project.

(g) No television, video or radio poles, antennae, satellite dishes, cables or other transmission and/or reception fixtures or equipment shall be installed or maintained on any Lot without Declarant's prior written consent, except a television satellite dish that is less than 18 inches in diameter. Notwithstanding the foregoing, in no event shall any Resident allow the installation of any device the purpose of which is to enable and/or facilitate the commercial transmission of wireless communications.

**4. Exterior Paint Colors.** The exterior of all improvements located on any Lot shall be painted in neutral, earth tones as set forth in the color palette identified by Declarant.

**5. Animals.** Residents shall have the right to maintain normal and customary household pets, provided that the ownership of all such pets complies with all local ordinances and the following conditions:

(a) no more than two dogs and two cats shall reside in any home in the Project;

(b) no animal shall be maintained for any commercial purposes;

(c) all animals shall be primarily indoor animals (both day and night) and shall not be allowed outside for extended periods of time;

(d) no animal shall be allowed to disturb the peace of the neighborhood by excessive barking or other noises;

- (e) each Resident shall immediately clean up after his or her animal; and
- (f) each Resident shall be responsible for any damage to the Project caused by his or her animal.

**6. Window Coverings.** The exterior side of all window coverings shall be white, off-white or natural wood window coverings.

**7. Good Neighbor Fences.** As part of the original construction of the Project, Declarant constructed fences on or about the common boundary line between two adjoining Lots that are to be shared by the adjoining Lessees. The adjoining Lessees shall jointly maintain, repair and replace as necessary such shared fence in good condition and repair. The cost of the maintenance, repair and replacement shall be allocated equally between the Lots unless the circumstances warrant a different allocation for a fair and equitable allocation of such costs.

**8. Trash Removal.** Each Resident shall be responsible for the removal of all the trash and refuse from such Resident's Lot. All trash or refuse shall be kept only in sanitary containers, which shall be kept in the areas within the garage or otherwise screened from view from any other Lot except on trash collection day. Trash containers shall be placed outside at the location designated by Declarant for curbside service no earlier than the evening before trash collection day and shall be retrieved no later than the evening of trash collection day.