

## **ATTACHMENT**

**Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b) of the California Government Code, please take note of the following:**

**"If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income (as defined in subdivision (p) of Section 12955 of the Government Code) or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."**

For value received SANTA CRUZ LAND TITLE COMPANY, a corporation

GRANT S. to A. N. ANDERSON and  
PHYLLIS L. ANDERSON, his wife

as JOINT TENANTS all that real property situate in the

County of Santa Cruz State of California, described as follows:

BEING Lot 51, as the same is shown and designated on that certain map entitled, "A Record of Survey Map, Westdale, of a part of Sec. 13 T. 10 S. R. 3 W., M. D. B. & M. S. a part of lands of G. D. Potter, et ux (938 O. R. 490), Santa Cruz County, California, Surveyed at the request of Marion Nichols March, 1957, E. R. & C. P. Mittersbach, Licensed Surveyors, Santa Cruz" filed for record in the office of the County Recorder May 27, 1957 in Map Book 33, Page 77, Santa Cruz County Records.

RESERVING and EXCEPTING Rights of Way for public utilities, water lines and surface drains.

This deed is expressly conditioned that said property shall be used for residence purposes only, except those lots which may be designated for business purposes by Grantors agent, Marion H. and/or Bernie E. Nichols are hereinafter designated Grantors agent.

No house, building, fence or structure of any kind shall be placed or maintained upon said property prior to January 1, 1938 unless a copy of the plans and specifications there-of and plot plan shall have first been filed with Grantors agent and their written approval thereon obtained.

All structures built hereon must be constructed with a hip or gable roof. Any other style roof may be used only with the written consent of Grantors agent. All building materials used on this property must be of good quality and in keeping with rustic surroundings.

Main dwelling to contain not less than 1,200 square feet floor space including attache garage, unless permission to build smaller floor space is given in writing by Grantors Agent.

All storage tanks are to be placed underground except water and household gas tanks which are placed in such a manner to meet the written approval of Grantors agent.

All septic tanks and drain lines must be inspected and approved by Grantors agent before being covered. No sumps of any kind will be allowed except upon the written consent of Grantors agent and Health department.

All water pumping systems must be designed, placed and enclosed to meet the written approval of Grantors Agent.

No billboards, signs, tents, trailers or temporary living quarters shall ever be placed constructed or maintained on said property except with written consent of Grantors Agent.

No hunting or shooting will be allowed on said property. No animals shall be kept on said property except ordinary domestic pets.

No trees six inches in diameter or larger may be removed from ground without written consent of Grantors agent. No waste matter or rubbish of any kind or anything which Grantors agent may deem unsightly, shall ever be exposed to view on said property.

The Grantors hereby declare the foregoing are not covenants, but conditions subsequent, running with the land. That they intend hereby to convey a conditional estate; and that on breach of any such condition they reserve the right to re-enter said property and, without notice, to remove any such prohibited structure, animal or person; and to institute and prosecute an action to cancel this deed, and to quiet title to said property. This remedy is not exclusive, but in addition to any other remedy provided by law.

Provided that no such breach nor re-entry, nor anything herein contained shall defeat the lien of any mortgage, or any deed of trust to secure a debt; but such condition shall remain in force as against any owner of said property acquiring same under foreclosure of mortgage or sale under deed of trust.

Grantees will not allow shrubs or trees to grow sufficiently tall to impair the general view of adjoining property owners.

Grantors Agent reserves the right to amend the above restrictions.

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IN WITNESS WHEREOF, said corporation has executed these presents by its officers thereto duly authorized, this 20th day of April, 1959.

SANTA CRUZ LAND TITLE COMPANY  
By *Francis B. McCaskill* President  
By *Annice M. McCaskill* Secretary

STATE OF CALIFORNIA  
County of SANTA CRUZ

On April 20, 1959  
before me, the undersigned, a Notary Public,  
in and for said County and State, personally appeared  
**FRANCIS B. McCASKILL**  
**ANNICE M. McCASKILL**  
known to me to be the President and Secretary  
of the corporation that executed the within instrument, and also  
known to me to be the persons who executed it on behalf of such  
corporation and acknowledged to me that such corporation  
executed the same.

*Elizabeth Savage*  
Notary Public

My commission expires July 19, 1959.

RECORDED AT REQUEST OF  
SANTA CRUZ LAND TITLE CO.  
APR 30 2 55 PM 1959  
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RECORDS  
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