

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

CITY OF MENLO PARK  
ATTN: PLANNING DEPT.  
701 LAUREL STREET  
MENLO PARK, CA 94025

**2013-034073**

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Count of Pages 3

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



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3 p/ae

**DECLARATION OF CONDITIONS & RESTRICTIONS**

135 O'Connor street , Menlo Park, CA

This DECLARATION is made and dated this 3rd day of November 2012, by YAHYA HAMADANI and ROYA HAMADANI (collectively "DECLARANT").

RECITALS

WHEREAS, DECLARANT is the owner of that certain real property commonly known as 135 O'Connor street situated in the City of Menlo Park, County of San Mateo, State of California, ("PROPERTY") and more particularly described as:

Lot 23 as shown on the Charles Weeks Poultry Colony, Fourth Addition to Runnymede, recorded in Volume 10 of maps at page 28, San Mateo County Records.

WHEREAS, DECLARANT intends to subdivide the PROPERTY into two separate parcels and as a condition of recording parcel maps, has agreed to subject the property referred to as parcel "B" in the plat map to certain restrictions.

WHEREAS, pursuant to the City of Menlo Park ("CITY") Planning Commission approval of the parcel map to subdivide the Property, any construction within ten (10) feet of certain Coast Redwood Tree ("TREE") located at 41 feet East and 20 feet North at the corner of parcel "B" requires a use permit subject to review and approval by Menlo Park Planning Commission.

1. Declarant agrees that he will not engage in any construction activities, including but not limited to excavation, trenching, installation or construction of any structure or foundation, within ten (10) feet of the TREE without first obtaining a use permit from the City of Menlo Park, subject to review and approval by Menlo Park Planning

Commission.

2. These CC&R's are made for the direct, mutual and reciprocal benefit of the PROPERTY and the CITY, and properties owned by the CITY in the vicinity of the PROPERTY, and shall run with the land and shall be binding on DECLARANT, any and all owners or future owners of the PROPERTY and their respective successors and assigns. Furthermore, these CC&R's may not be amended, modified, terminated or supplemented without the approval of the City Attorney of the CITY.
3. Every person or other entity who now or hereafter owns or acquires the right, title or interest in or to any portion of the PROPERTY is and shall be conclusively deemed to have consented and agreed to every CC&R contained in this DECLARATION, whether or not any reference to this DECLARATION is contained in the instrument by which such person or entity acquired an interest in the PROPERTY.
4. DECLARANT and his successors and assigns shall indemnify and hold harmless the CITY, its officers, employees, and agents, and their successors and assigns, from and against any claim, loss, expense, damage or injury suffered or sustained by reason of any acts, omissions, or alleged acts or omissions arising out of this DECLARATION. This indemnification shall include, but not be limited to, attorneys' fees and other expenses incurred in settling any claim or threatened action, or incurred in a finally adjudicated legal proceeding.
5. The CITY shall have the right to file an action in the Superior Court of San Mateo County to enforce the terms and provisions of these CC&R's. In addition, the CITY shall have the right to enforce these CC&R's through a code enforcement action. In the event of any such litigation or code enforcement action to enforce the terms and provisions of these CC&R's, the prevailing party shall be entitled to recover its attorney's fees and costs of such lawsuit or the CITY shall be entitled to recover all costs and expenses, including staff time and legal fees associated with any code enforcement action or proceeding.
6. If any term or provision of these CC&R's is declared invalid or unenforceable, such term or provision shall be stricken and the remaining terms and provisions shall remain in full force and effect. Nothing herein is intended to modify or amend the Municipal Code of CITY, or to relieve DECLARANT, or any future owner of the PROPERTY from compliance with the Municipal Code of the CITY.
7. DECLARANT, for himself and his assigns and successors in title agree that this CC&R to stay in force for as long as the TREE remains on the property.

IN WITNESS WHEREOF, the undersigned have executed this DECLARATION,  
this 31 day of December 2012.

Yahya G. Hamadani  
YAHYA HAMADANI

Roya S. Hamadani  
ROYA HAMADANI

STATE OF CALIFORNIA )  
                    Santa Clara ) ss:  
COUNTY OF SAN MATEO )

On Dec 31, 2012, before me, K Robertson, Notary Public,  
personally appeared Yahya Hamadani & Roya Hamadani, who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to the within instrument  
and acknowledged to me that he/she executed the same in his/her authorized capacity,  
and that by his/her signature on the instrument the person, or the entity upon behalf of  
which the person 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.

Signature K Robertson

