

Rancho Santa Fe

PROTECTIVE

COVENANT



Adopted February 3, 1928

Amended

June 30, 1930

April 7, 1939

May 15, 1973

RANCHO SANTA FE ASSOCIATION

Incorporated August 1, 1927

Rancho Santa Fe, California 92067

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Foreword

Readers will note there are three Declarations of Restrictions. Declaration No. 1 contains the basic restrictions and provisions of the Covenant and applies to all the property under the jurisdiction of the Association. Declaration No. 2 sets up additional restrictions affecting the portion of Rancho Santa Fe legally described as Tract No. 2089. This tract is the subdivision surrounding the Northeast end of the golf course and includes most of the property bounded by public roads Paseo Delicias, El Montevideo, Lago Lindo, Avenida de Acacias and El Tordo. Declaration No. 3 sets up additional restrictions affecting the portion of Rancho Santa Fe legally described as Tract No. 2129. This tract lies across the road South of the West end of the golf course and is bounded by highways La Granada, Rambla de las Flores, El Secreto, Linea del Cielo and Avenida de Acacias.

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RANCHO SANTA FE PROTECTIVE COVENANT

DECLARATION NO. 1 OF ESTABLISHMENT

of

General Basic and Local Protective Restrictions, Conditions, Covenants,
Reservations, Liens, and Charges Affecting the Property Known as
RANCHO SANTA FE

Which is Situated in the County of San Diego in the
State of California

(Recorded February 9th, 1928, in Book 1412, Page 436, Official Records of

San Diego County, California)

PREAMBLE

COVENANT, made this 21st day of January, 1928, by the undersigned owners of property in and adjacent to Rancho Santa Fe, San Diego County, California.

WHEREAS, the undersigned are the owners in severalty of the respective parcels of property, description of which is set immediately above their signatures hereto, and

WHEREAS, Rancho Santa Fe is unusually attractive and valuable as a high class place of residence because of the rare quality of its landscape, trees and shrubs and the fine architecture and other improvements established by its property owners; and

WHEREAS, these property owners are most desirous of preserving, continuing and maintaining this character of community and rare landscape features and of upholding the quality of all future architecture and improvements; and of restricting the use, height and bulk of buildings; and

WHEREAS, the said undersigned property owners desire to enter into and do hereby enter into a mutual covenant between themselves and such other owners of property in Rancho Santa Fe and/or contiguous and/or adjacent thereto, and/or within reasonable distance thereof as shall hereafter duly file for record appropriate additional covenants with the County Recorder of said County, accepting and establishing in general thereon the provisions hereof as provided in Section 5 of Article V hereof; and all of the property described at the end of this instrument immediately above the respective signatures hereto, and all of the property of each owner described in any subsequent covenant or declaration of restrictions, filed for record with said County Recorder as provided in Section 5 of Article V hereof, shall at any subsequent time be taken, together, as the property hereinafter referred as the "said property"; provided, however, that the words "property herein described," wherever used in this covenant, shall be construed to refer to and include lots and parcels at the end of this instrument specifically described, and no other property; and

WHEREAS, the power to interpret and enforce certain of the conditions, restrictions, covenants, reservations, liens and charges set forth in this covenant is to reside in Rancho Santa Fe Association, a non-profit, cooperative association, organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as "The Association" and in Rancho Santa Fe Art Jury, hereinafter referred to as the "Art Jury", created and established as provided herein; and

WHEREAS, Santa Fe Land Improvement Company, a California Corporation, hereinafter referred to as the "Company", did on the 28th day of December, 1922, file in the office of the County Recorder of San Diego County, California, a map of the subdivision of said Rancho Santa Fe numbered 1742; and did also, on the 26th day of September, 1927, file in the office of said County Recorder a resubdivision of Lots 3, 4, 5, 6, and 7, of Block 37 of said Rancho Santa Fe, now known as Map No. 2057, records of said County of San Diego; and

WHEREAS, said Company has sold, disposed of or conveyed certain portions of said Rancho Santa Fe subject to reservations, restrictions, covenants and conditions subsequent as set forth in conveyances and agreements of sale which it is now the intention and desire of said company and its successors in interest and assigns to continue in full force and effect during the respective periods for which the same were imposed, subject, however, to the provisions of Sec. 24 of Article IV hereof, each and all of which is made a part hereof as if set out in full herein, but only for said periods; provided that both from the execution of this covenant and upon the expiration of said hitherto established reservations, restrictions, covenants and conditions subsequent the following restrictions, conditions, covenants, reservations, liens and charges shall be in full force and effect as herein provided.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That said undersigned property owners hereby certify and declare that they have established and do hereby

establish the general and local plan for the protection, maintenance, development and improvement of the property now or hereafter made subject to the conditions hereof as herein provided and have fixed and do hereby fix and impose the general and local protective restrictions, conditions, covenants, reservations, liens and charges upon and subject to which all lots, parcels and portions of said properties shall be held, leased or sold and/or conveyed by them as such owners, except as provided in Section 5 of Article V hereof, each and all of which is and are for the benefit of all of said property and of each owner of land therein and shall inure to and pass with said property and each and every parcel of land therein, shall apply to and bind the assigns and respective successors in interest of the present owners thereof, and are and each thereof is imposed upon the property herein described as a servitude in favor of said property, and each and every parcel of land therein as the dominant tenement or tenements as follows, to-wit:

ARTICLE I

General Basic Restrictions

Par. 1. Section 1. (As amended in 1939.) **Uses of Property Prohibited.** There shall never at any time be erected, permitted, maintained or carried on upon said property or any part thereof, nor shall any part of said property ever be used for any saloon, or place for the sale or manufacture for sale of malt, vinous or spirituous liquors; any foundry, brickyard, cemetery, columbarium, crematory; any institutions for the care or cure of persons afflicted with tuberculosis, or for the care, cure or restraint of the mentally impaired or of victims of drink or drugs or any detention home, detention or reform school, asylum or institution of like or kindred nature; any building for the manufacture of gunpowder or explosives, or any product or by-product of kelp, fish meal, stock food made of fish, fish oil or fertilizer, or for carrying on any copper or other smelting, or for conducting a slaughter house, stock yard, tannery, oil refinery or fish cannery; automobile camp, or a building for other business or industrial use not specifically mentioned herein unless such use is approved by the Association and is located in a use district permitting the same; or any noxious trade or business or use of the property whatsoever; provided, however, that the Board of Directors shall have the right to grant annual licenses, revocable for cause, under the Covenant for the sale of package liquors in grocery and drug stores, or for the sale of light wines and beer for consumption on the premises in restaurants, or for the sale of liquor for consumption on the premises in hotels or guest ranches maintaining forty or more rooms, or to a hotel maintaining at least 20 rooms, if the said hotel has been under the Covenant for at least 5 years, or on golf courses which maintain a regulation eighteen hole golf course, or in the club house of any recognized community club, all subject to the use district limitations described in this Covenant and the County Zoning Ordinance No. 371, and subject to the payment of such annual license fee as shall be determined by the Board of Directors, but not to exceed fifty dollar (\$50.00).

Par. 2. Section 2. (a) (As amended 1973.) ARTICLE I, Section 2, Par. 2 is hereby deleted from the Covenant in its entirety.

Par. 3. Section 3. **Drilling for Oil Prohibited.** No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed, permitted or maintained upon any part of said property, nor shall any oil, natural gas, petroleum, asphaltum, or any other mineral products

or substances be produced or extracted therefrom, provided that if mineral oil be developed and produced in commercial quantity in any well located within three thousand feet of any portion of said property, such portion shall then and thereafter be open for prospecting, drilling or producing of oil.

Par. 4. Section 4. Enforcement by Rancho Santa Fe Association and Art Jury. There is hereby granted to Rancho Santa Fe Association, a non-profit, cooperative corporation, organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as the "Association" and to Rancho Santa Fe Art Jury established as herein provided, hereinafter referred to as the "Art Jury", the right and power as in this covenant provided to interpret and enforce, the restriction, conditions, covenants, reservations, liens and charges imposed by the provisions of this covenant and/or by any conveyance, lease, or contract of sale now, hereafter or heretofore made concerning any of said property or to which any portion thereof may at any time be subject.

Par. 5. Section 5. (As amended in 1939.) Keeping of Stock or Poultry. The keeping of any cattle, hogs, rabbits, horses, poultry, or other animals, on said property shall be subject to reasonable regulations to be made by the Board of Directors, determining the numbers thereof, the distance they must be maintained from dwellings and public roads, and other sanitary requirements. The nature of housing shall be under the jurisdiction of the Art Jury and subject to the provisions in the Covenant as to buildings and major and minor constructions. The setting of traps, except for gophers, squirrels, or small rodents, shall be subject to reasonable regulations to be made by the Board of Directors.

Par. 6. Section 6 (As amended in 1939.) Construction to be Diligently Prosecuted and New Material Used. No building shall be in any manner occupied while in the course of original construction or until made to comply with all requirements of the Covenant. The work of construction of any building or structure shall be prosecuted with reasonable diligence from the time of commencement until the same shall be fully completed. Every building, fence, wall or other structure placed on any part of said property shall be constructed from new material and not from second hand material, except with written approval of the Art Jury. Stone is considered a new material. No building shall be moved on or onto or reconstructed on any of said property, except with the approval of the Art Jury.

Par. 7. Section 7. Status of Split Lot Ownership. An ownership or single lot holding comprising parts or portions of two or more adjoining lots, or all of one lot and parts of one or more lots adjacent thereto or other resubdivision approved as herein provided, the total average width of which is not less than fifty (50) feet and the total area of which is not less than five thousand (5000) square feet may with the approval of the Association be deemed to be a building site for the purposes hereof.

Par. 8. Section 8. Minimum Cost of Improvements and Ornamental Planting. (a) The cost or value of the first building to be erected on any building site in said property including a reasonable fee of architect and reasonable profit for builder, shall be not less than the amount specified for that building site herein or in any subsequent restrictions affecting the same approved by the Association and said minimum cost at any future date is to be taken as that sum which will build the same amount of building as in the judgement of the Board of Directors of the Association was possible to be built for the sum named on July 1st, 1927. Nothing in this clause is intended to prevent the building of private garages or other approved accessory buildings, after or at the same time with the construction of the main building. No temporary stands for the sale of vegetables or other products shall be built on any lot, until a building of the

minimum cost required for said lot is erected and maintained thereon and then only after obtaining a written revocable permit therefor from the Association. With the written consent and approval of the Association, upon notice to owners of adjacent property and a hearing if a protest is filed within five days thereafter, a shed may be erected upon an agricultural or horticultural property for the purpose of processing agricultural products and/or housing machinery or other equipment necessary for the efficient operation of such property prior to the erection of a dwelling on said acreage, providing the Association shall have the right to prescribe the location of any such shed so as to make the same as inconspicuous as reasonably possible, and that the design and color scheme thereof shall be approved by the Art Jury.

Par. 9. (b) In Residence Districts of Classes A, B and C, and in Business and Public Use Districts of Classes H, J, and K, not later than six months after the completion of the above described first or main building on any building site, and in addition to the cost of said building, and of any grading, walks, driveways and construction features exterior to said building there shall be expended for ornamental plants, trees, shrubs, lawns or flowers a sum not less than three per cent (3%) of the cost of said building as indicated by the building permit or permits issued for said building, provided that in no case shall said sum be less than two hundred dollars (\$200) nor more than one thousand dollars (\$1000) required.

Par. 10. Section 9 (As amended in 1930). **Owner Liable for Damage to Streets Caused by Negligence.** If in the opinion of the Board of Directors of the Association, any public improvement, planting, tree or utility of any character is damaged by the negligence or carelessness of any property owner or of any person working for the owner of any part of said property and if on reasonable notice to repair or replace such damage the owner and/or the owner's local agent fails and neglects to make such repairs and/or replacements within a ten day period from and after such notice, then the Board of Directors may on five days written notice to such property owner hold a public hearing and enter written findings of fact as to what the damages consist of, if they find there is any damage, and the approximate cost of the repair, and/or replacement of the property damaged, and the Association shall have the right and authority ten days after the entry of such written finding (or any time thereafter) to repair such damage and/or to replace such plantings and/or trees set forth in said written findings of fact as damaged, unless the owner repairs the damages set forth in said findings of fact within said ten day period, and to pay for the same out of the general fund of the Association and to assess the amount actually expended by the Association therefor against the owner and/or against the property of the owner; and it is hereby expressly stipulated that the amount so expended and so assessed shall constitute a lien against such property, from and after the date notice setting forth the name of the owner, a description of the property and the amount of the money expended and assessed is filed for record by the Association in the office of the Recorder of San Diego County, and that such lien may be enforced by the Association in its own name or in the name of any owner of any portion of said property in any court of competent jurisdiction; such lien shall be subordinate to the lien of any valid bona fide mortgage or deed of trust executed in good faith and for value on the property subject thereto. The amount of such expense and cost when repaid to the Association shall be returned to the general fund of the Association and a release of lien prepared and delivered by the Association to the property owner.

Par. 11. Section 10 (As amended in 1930). **Trimming and Removal of Trees and Shrubs.** No tree or shrub over five feet in height above the ground on any part of said property within twenty-five (25) feet of any public road shall be cut back, removed or killed, except with the written approval of the Association. The Association shall have sole authority and right to trim,

remove, replace, plant or replant, or otherwise care for trees, shrubs and plantings in the sidewalk or other spaces in front of lots or adjoining them, subject to the authority of any county or other officials having superior jurisdiction; this section shall not apply to fruit or orchard trees maintained for their crops.

Par. 12. Section 11. **Right to Plant and Maintain Vacant and Unimproved Lots.** The Association shall have the right at all times to enter on or upon any lot or parcel of said property that is vacant and unplanted or untenanted by the owner thereof, after reasonable notice to the owner thereof, and at its own expense, and without charge to the owner thereof, to plant or replant, trim, cut back, remove, replace and/or maintain hedges, trees, shrubs or flowers on the area within twenty-five (25) feet of any front or rear or side line thereof and/or keep cultivated and/or remove, plants on the said portion of any parcel, lot or building site of said property and the said Association or any officer or agent thereof, shall not thereby be deemed guilty of any manner of trespass. When the owner of a parcel or lot so planted or maintained by the Association shall give written notice to said corporation of his intention to improve the same within thirty days, the Association may within said thirty days and thereafter until the work on said improvements is commenced, transplant, remove or dispose of any or all of the plantings which may have been made by it.

Par. 13. Section 12. **Privies and Cesspools.** No privy shall be erected, maintained or used upon any part of said property, but a temporary privy may, with the approval of the Association, be permitted during the course of construction of a building. Any lavatory, toilet or water-closet that shall be erected, maintained or used thereon shall be enclosed and located within a building herein permitted to be erected on said premises; and, until an adequate public sewerage system shall be provided therefor. The same shall be properly connected with an underground septic tank so constructed, covered and operated that no offensive odors shall arise or otherwise escape therefrom; and provided further that no such septic tank shall hereafter be constructed, altered and maintained unless a building and plumbing permit therefore shall first have been obtained from the Association, and that before any use thereof a Certificate of Completion and Compliance shall also have been issued therefor by said Association.

Par. 14. Section 13 (As Amended in 1939). **Maintenance of Health Safety and Welfare.** To maintain the health, safety and general welfare of people residing on said property, and to prevent danger from fires, street traffic, camping and picnicking, or other hazards to life and limb or property, the Association shall adopt such rules and regulations as it may from time to time deem advisable and necessary and all parts of said property shall at all times be maintained subject to said rules and regulations; provided, however, that all such rules and regulations shall be in addition to any regulations of County, State or other duly constituted public authority. No fires shall hereafter be built and maintained except in chimneys, barbecue pits, fireplaces or other fire arrangements for which a written permit has been issued by said Association. The foregoing shall not apply to fires used in clearing of land or the burning of brush where a permit has been secured from the Fire Warden and the provisions of said permit and the law applicable thereto are being complied with.

Par. 15. Section 14. **Maintaining Natural Drainage.** No obstruction, diversion, bridging, pollution or confining of water courses or of the existing channels, through which surface water in time of storms naturally flows upon and across any lot in said property, shall be made by any lot owner in such a manner as to cause damage to other portions of said property, and the right is expressly granted to said Association, its successors and assigns, as an incident of the development of the said property including the construction of street gutters, ditches, and

otherwise to cause reasonable increases or decreases in the amount of water which would in a state of nature flow into and through any such natural storm water channels.

Par. 16. Section 15. **Clothes Drying Yard Must Be Enclosed.** No clothes, sheets, blankets or other articles shall be hung out to dry on any part of said property except in a yard enclosed by a lattice, fence, wall or other enclosure approved by the Art Jury.

Par. 16-A. Section 16 (As amended in 1930). **Pest Control.** No plants, trees or seeds infected with noxious insects or plant diseases shall be brought upon, grown or maintained upon any part of said property and no plants, trees or seeds shall be brought upon any part of said property nor shall insect pests be suffered to remain thereon except in accordance with regulations established by, and subject to inspection by the Association. The right is specifically granted to the Association to enter upon any part of said property and inspect all plants, trees, and seeds thereon, and also said premises for insect pests, at any time, and if after due written notice from said Association, of the existence on any part of said property of infected plant or tree diseases, or insect pests, the owner fails or neglects to take such measures for the eradication or control of the same as said Association may deem necessary for the protection of the community, the Association may thereupon enter thereon and at the expense of the owner thereof, destroy or remove infected or diseased plants and/or trees, and/or spray the same, and/or take such other measures as may be necessary in the opinion of the Association to protect the community from the spread of such infection and/or pests.

Par. 17. Section 17 (As Amended in 1939). **Storage of Machinery.** No machinery such as spray rigs, tractors, graders, or other such machinery shall be stored in the open upon any property for such a long time that the same shall become an unsightly nuisance. It is realized that short open storing of machinery is a necessary and economical operation; but the storing of such machinery exposed to view from highways or from the residences of members, is to be avoided and the avoidance of the same is hereby provided for. Any member feeling aggrieved in this regard shall have the right to complain to the Board of Directors against the owner of the property where machinery is stored or against the owner of the machinery if the property is under the Covenant or if the owner is a member of the Association, and the Board of Directors shall informally investigate the matter and if it appears to the Board of Directors that the machinery has been stored for too long a time in a place where the view of the same is injurious to the community or to the property of a member, the Board shall order the removal thereof, to an approved site, and all members hereby mutually agree to be bound by the said order and to obey the same.

Par. 18. Section 18 (As Amended in 1939). **Storage of Manure.** No member shall store or permit to be stored upon his property such quantities of manure, composting materials and decaying vegetation matter in such large quantities as to constitute an injury to the property of any other member. Any member feeling aggrieved of what appears to him to be a violation of the foregoing shall have the right to informally complain to the Board of Directors and the Board of Directors shall have the power to investigate the matter and to hold a hearing thereon, and if it shall be the decision of the Board of Directors that the prohibition provided herein is being violated the Board of Directors shall have the right to so decide and each member hereby agrees to abide by the decision of the Board of Directors in that regard, either to promptly remove the offending material, spread it, or so dispose of it that will in the opinion of the said Board of Directors abate said nuisance.

ARTICLE II
Rancho Santa Fe Association

Par. 19. Section 1 (As Amended in 1930 and 1939). **Signs and Billboards.** The erecting of signs, or billboards of any character, except public notices required by law, shall be kept under the continuing jurisdiction of the Board of Directors of the Association so as to prevent disfigurement to the community. It is recognized that signs are divisible into two classes: First, commercial signs, including “for sale” or “for rent” signs; and second, private signs, including road markers on roads leading to properties, and name markers indicating the name of the resident upon a property. No commercial signs shall be erected upon any property under the jurisdiction of this Association except upon permit issued by the Board of Directors pursuant to a petition showing the size, construction, material and location of any such sign. A private sign may be erected without such petition, but subject to the continuing jurisdiction of the Board of Directors. Upon complaint, the Board may cause alteration in design, change in location, or such other alteration as shall be the decision of the Board after a hearing upon said complaint and after the defending property owner has had notice of the complaint and an opportunity to attend the hearing.

Par. 20. Section 2. **Approval of Subdivision Plans.** No part of said property shall be subdivided or disposed of in parcels unless and until the map of the subdivision or the description of the parcel shall have been submitted to and approved in writing by the Association after securing the advice in writing of the Art Jury.

Par. 21. Section 3 (As Amended in 1930 and 1939). **Maintenance and Improvement Charges.** Each and every portion of said property (except streets, whether dedicated or not or hereafter opened, laid out or established, open spaces maintained for the general use of owners of said property, land taken for public uses and property segregated, retained, conveyed or set aside for public, semi-public or common purposes) shall be subject to a continuous maintenance lien securing payment of an annual assessment or charge to be fixed, established and collected from time to time as herein provided.

Par. 22. (As amended in 1973.) The Art Jury and the Park and Recreation Board shall each, on or before the first day of July in each succeeding year, prepare and file with the Association written budgets of estimated annual expenses. The Association shall, on or before the third Friday of July in each succeeding year, prepare and file in its office at Rancho Santa Fe a written budget of estimated annual expenses (which shall include the Art Jury and the Park and Recreation Board budgets) and shall prepare a statement showing reserves, estimated collections, accounts payable, and previous year’s experience on each item for comparison with said budget, so arranged as to show estimated assessment levies for each of the respective departments. The Secretary of the Association shall mail to each member of the Association a copy of said statement on or before the first day of August in each succeeding year. The Board of Directors of the Association shall conduct a public hearing on said budget in the office of the Association or before the second Friday of August in each succeeding year, said hearing to be adjourned from day to day, or to a larger room if necessary, and a budget shall be adopted by the Board after reviewing all complaints. The adoption of the budget by the Board shall be final.

Par. 23. The Association shall have authority:

Par. 24. (1.) To fix and establish annually, as herein provided, the amount of such annual charge or assessment and to determine an assessment rate per \$100.00 of assessed valuation of land and improvements, not exceeding \$2.00 per \$100.00 of valuation, not to exceed \$1.00 of which may be used to support the golf course, said assessed valuations being that which have been

established by the assessment roll of the County Assessor of San Diego County, California, which assessment rate in its judgment will yield sufficient money to defray the expenses set forth and itemized in said budget, or in accordance with some other legal and equitable plan to be adopted by a majority of all members of the Association, provided that the total amount of said charge or assessment under said alternate plan shall never exceed the largest total amount that could have been raised under the assessment rate plan which is based upon the assessed valuations as above provided.

Par. 25. If the Association uses the county assessment roll as above provided, there shall be an assessment roll prepared in such form as in the opinion of the Directors of the Association shall adequately provide for the listing of every individual parcel of property, the name of the owner, the number of acres therein, the assessed value of land and improvements, the rate and amount of assessment and record of payments. It shall be the duty of the Secretary to annually compile said assessment roll and to compute the amount of annual assessments after the fixing of said assessment rate by the Board of Directors.

Par. 26. (2.) To expend the money collected from said charges or assessments as provided in said budget for the purposes set forth in this Covenant. The approval of the said budget shall constitute approval for the Art Jury and the Park and Recreation Board of the amounts provided in said budget therefor; provided, however, that the Association shall have power to make special appropriations as it may deem expedient if funds for same are available; and provided further that if and when an epidemic of assessment delinquencies becomes apparent to the Board of Directors, the Board shall have the right to pro rate assessment collections among the Art Jury, the Park and Recreation Board, and the General Fund on a pro rata basis as determined by the percentage that each bore to the then pending annual budget.

Par. 27. The Art Jury and the Park and Recreation Boards shall, as the need for money arises, file requisitions for payments out of appropriations made by the Association as above provided, which said requisitions shall be paid by the Treasurer of the Association. Any funds remaining unrequisioned by the Art Jury or the Park and Recreation Board at the end of the fiscal year shall revert to the General Fund of the Association.

Par. 28. (3.) The right to collect and enforce the collection of such charges or assessments is hereby granted to said Association and the owners of said property as to any of said property owned or conveyed by them, except as otherwise provided herein, have established and to hereby establish, reserve and impose respectively a lien thereon securing such annual charge or assessment.

Par. 29. Statements of annual assessments shall carry sufficient property description to enable proper identification of property. However, such property description as is placed on said statements shall be considered as complete identification unless request for more complete identification is made in writing to the Secretary within thirty (30) days from day of mailing of statement.

Par. 30. Such annual charge or assessment shall be fixed, determined and spread annually on or about the twentieth of October for the current fiscal year provided that the fiscal year shall run from July 1st of one calendar year to July 1st of the next calendar year; and 50% of said charge or assessment shall be due and payable to the Association on the first day of November of each year, and shall be delinquent on the fifth day of December of each year, and the remaining 50% of said charge or assessment shall be due and payable on the twentieth day of April of each year, on which respective delinquency dates the annual charge or assessment then delinquent shall become enforceable against the respective delinquent owners of said property under this

Covenant and against the said property and so continue until full payment of said charge or assessment, together with penalties, interest charges and cost of collection thereof, (including reasonable attorney's fees not exceeding 10 per cent of the total amount due) is made. Penalties and interest charges are hereby fixed as follows: 8 per cent of the first installment, if not paid on or before the fifth day of each December, an additional 3 per cent of the first installment if not paid on or before the 20th day of April next following, 3 per cent of the second installment if not paid on or before the 20th of April in each year, and interest at the rate of one per cent per month on the total of the unpaid assessments if not paid on or before the 30th of June of the year following the date of levy, said interest to start on the 1st day of July next succeeding.

Par. 31. It is further provided that should a member pay both first and second installments of the said assessments on or before the 5th day of December of the year in which said assessment is levied, that a discount of 3% of the second installment thereof shall be allowed as a premium for the early payment thereof.

Par. 32. The right and power is hereby given to the Board of Directors to waive interest and penalty charges in extraordinary cases after public hearing, and to effect compromise settlements of delinquent assessments in cases where their judgment indicates such compromise to be in the best interests of the Association.

Par. 33. Each of the undersigned property owners, and each other owner of said property, or of any portion thereof, hereby obligates himself personally to pay all annual charges and assessments that are fixed and levied during the time of his ownership against his property and hereby grants to the Association, its successors in interest, and/or to the assigns of the reversionary rights hereunder or that may be hereafter created, the right and authority to bring all actions for the collection of such charges and assessments and the enforcement of such liens. Said charges and assessments shall be subordinate to the lien of any valid bona fide mortgage or deed of trust executed in good faith and for value on the property subject thereto.

Par. 34. Each of the undersigned property owners and each owner who shall hereafter sign this Covenant, covenants and agrees for himself, his heirs, executors, administrators, successors and assigns, that such charges and assessments and each and every one of them (together with penalties and costs of collection, including attorney's fees not to exceed 10 per cent of the amount due) are and shall be a personal charge and claim against him and against his heirs, executors, administrators, successors and assigns collectible in, by and through any court of competent jurisdiction; these charges and assessments shall also be liens against and running with the land and shall be continuous until fully paid. The remedies for the collection and enforcement of the aforesaid charges and assessments shall be concurrent and the Association is expressly granted the right to concurrently pursue both remedies if it elects so to do. Action shall only be instituted, however, by the Association after twenty days written demand for payment of the amount due, specifying a date on or after which action will be instituted unless payment is made and on resolution of the Board of Directors of the Association fixing the amount due and unpaid and directing that action be instituted.

Par. 35. Notice and demand for payment shall be given by the Association by its Secretary by mailing the same in an envelope, postage prepaid, duly addressed to the person or persons in default as their addresses appear upon the books of the Association. The books and records of the Association at Rancho Santa Fe shall be conclusive evidence of the amounts of the assessments and charges against the respective lots and/or parcels of real estate, levied by the Association under this Covenant and of the items from time to time remaining unpaid and the Association shall, on written request by any owner of any portion of the said property, or any

incumbrancer thereof, or any title company or persons certifying, guaranteeing or insuring the title thereto, issue a statement setting forth the amount of charges and assessments and interest and costs then unpaid and when all assessments and charges and interest thereon, if any accrued, and costs are fully paid the Association shall issue a certificate, if so requested in writing certifying that all charges and assessments are fully paid and title companies and others insuring and guaranteeing titles and all subsequent purchasers and all encumbrancers may accept and rely upon the facts stated in such certificates as true. The Secretary of the Association shall upon request acknowledge the execution of any such certificate before an officer authorized to take and certify acknowledgements. Such certificates when filed for record in the office of the County Recorder of San Diego County, California, shall be conclusive evidence as far as the Association is concerned of all facts therein set forth.

Par. 36. Section 4. **Powers of the Association.** Each and every owner of said property or of any portion thereof covenants for himself, his heirs, assigns, executors, administrators and successors in interest that the Association shall have the right and power to do and/or perform any of the following things, for the benefit, maintenance and improvement of said property:

Par. 37. (1) Generally, to do any and all lawful things which may be advisable, proper, authorized and/or permitted to be done by the Association under or by virtue of this covenant or of any restrictions conditions, and/or covenants or laws at any time affecting said property or any portion thereof (including areas now or hereafter dedicated to public use) and to do and perform any and all acts which may be either necessary for, or incidental to the exercise of any of the powers and duties herein authorized and established or as provided in the Articles of Incorporation of said Association approved by the Secretary of State or amendments thereto hereafter adopted by said Association. The regulations of said Association shall have full force and effect from and after the time of their adoption as provided in the By-Laws of the Association and shall thereafter be as binding upon the owners of said property and each of them their successors and assigns, as if set out in full herein

Par. 38. (2) To employ a manager, secretaries, engineers, auditor, technical consultants, and such other employees as may be necessary to the successful conduct of its business and to pay salaries, wages and all other expenses necessary and incidental to the conduct and carrying on of the business of the Association, including the expenses incident to examination and approval as to those matters prescribed in this Article, and for such supervision of construction as may in the opinion of the Board of Directors of the Association, or the Art Jury, be necessary.

Par. 39. (3) To exercise such control over streets, alleys, walks, courts, or other easements or rights of way as may be within its powers, and as it may deem necessary or desirable; to issue permits for plumbers or other parties to make cuts or excavate in streets when necessary and to require and accept bonds or deposits for the repairing of the same. The Association shall have full authority to prevent or control any excavation or cuts in streets, alleys, walks, courts or other easements or rights of way, to require a reasonable deposit to insure the repair of the same and future maintenance of such repairs; to make any and all excavations in streets alleys, walks, courts, parks or rights of way which the Association and/or Art Jury may deem necessary; to refill any excavations; to repave any cuts; and/or to repair any damages, in its opinion justified to any improvements in the streets and pay the cost of same out of the deposits made as above provided; subject at all times to such control of county of other proper officials as may have jurisdiction over streets.

Par. 40. (4) (As Amended in 1930) To care for, trim, protect, plant and replant trees, shrubs or other planting on streets, parks, playgrounds, school grounds, or upon any property over which it may have and/or assume control or jurisdiction.

Par. 41. (5) To care for, trim, protect and plant and repair any vacant or private property it may assume charge of and to make a reasonable charge therefor.

Par. 42. (6) To erect, care for, and maintain adequate signs approved by the Art Jury for marking streets parks or other property.

Par. 43. (7) Cleanup of Vacant Lots. To care for any lots and plots in said property, clean up and/or burn grass and weeds, including noxious weeds, to kill off gophers, squirrels, ants or other pests, and to remove any unsightly or obnoxious thing therefrom, and to take any action with reference to such lots and plots as may be necessary or desirable in the opinion of the Board of Directors of the Association, to keep the said property neat and in good order; and to make and collect additional charges therefor. Any portion of said property, subject to the maintenance and improvement charges established by Section 3 hereof shall also be subject to a continuous additional lien securing payment of such cleanup charges as are provided in this paragraph. The Association shall have full authority to do said cleanup work and to fix and establish annually the amount of such charge, if any, necessary or advisable, to do said work on any lot or parcel, provided that said charge shall only be made when the amount of work done on any such lot or parcel is greater than the ordinary proportionate amount for which funds are available from the general annual maintenance charge; and provided further that the charges so collected from the owner of any such lot or parcel shall be expended solely for cleaning up and keeping in good order such lot or parcel. The Association shall have the right to collect and enforce the collection of such charges or assessment; and the owners of said property have established, and do hereby establish, reserve and impose, a lien thereon securing such annual charge. The amount of such charge, if any, shall be fixed on or about the first Monday of October, of each year and entered upon and collected with the bill for the general annual maintenance charge provided for in Section 3 hereof provided that said additional cleanup charge shall never in any one year exceed 1/10 of one mill square foot. Said charge or assessment shall be subordinate to the lien of any valid bona fide mortgage or deed of trust executed in good faith and for value on the property subject thereto.

Par. 44. (8) To make such agreements with county, township, state, national or other public officials, or with any corporation or individual for and in behalf of the owners of said property for a division of the work upon the streets, parks or other portions of said property or for any other work to be done or utilities to be furnished, as will enable the Association to cooperate with the said officials, corporations, or individuals to secure the greatest benefits to the said property or portions thereof that can be derived from the pro rata share of any county, township, or other funds that may be available for use thereon, or otherwise benefit the said property.

Par. 45. Section 5. Action When Association Fails to Function.

If for any reason the Association or the Board of Directors thereof shall for ninety (90) consecutive days fail to meet and carry on or perform the duties hereby conferred upon and granted unto said corporation shall be dissolved by operation of law or otherwise any committee of not less than fifteen (15) owners of title of portions of said property under deed or contract may at any time thereafter call a meeting of all such owners, provided notice of said meeting is published at least three (3) times in a daily newspaper of general circulation printed and published in said County of San Diego, and written notice be sent to each owner of any part of said property as shown by the last previous tax roll at his address as filed with the tax collector or

if no address be on file, then addressed to him at Rancho Santa Fe P.O. At said meeting each of said owners present shall have one vote; and said owners may elect by majority vote a board of three trustees and provide for appointment of successors in the event of a vacancy arising for any cause, which board shall thereupon and thereafter serve and act in lieu and in stead of, and with all rights, powers and duties granted in this covenant or otherwise to the Association and may designate and appoint a Secretary and other officers to preform like duties, with the same powers and authority, and to do any and all things, assigned to or conferred upon any officer of the Association. In the event said Board is so elected and established, then whenever in this covenant the Association if referred to, said Board of three Trustees shall be substituted therefor with the same force and effect as if named herein, whether or not specifically named in each case; and said Board of Trustees shall serve until such time as such Association shall be reincorporated and/or restored to the right to transact business at which time said Board of Trustees shall cease to have power to serve and said Association shall be reinvested with all rights, powers and duties granted or conferred hereby or which may be hereafter granted to or conferred upon said Association.

ARTICLE III

Rancho Santa Fe Art Jury

Par. 46. Section 1. **Approval of Streets, Subdivisions.** No part of the said property and/or of any property at any time within the jurisdiction of the Art Jury or of the Association shall be subdivided, laid out or improved by buildings, or structures, or its physical contours altered or changed, except in preparing land for orchard or farm use, except with the approval of the Association with the written advice of the Art Jury so as to insure a uniform and reasonably high standard of artistic result and attractiveness, in exterior and physical appearance of said property and improvements.

Par. 47. Section 2 (As Amended in 1939). **Approval of Plans and Improvements.** Before any building is erected upon any building site under the jurisdiction of the Association, plans and specifications therefor including the exterior color scheme together with a block plan indicating location, shall be submitted to the Association by submitting the same to the Secretary of the Association for a preliminary check as to cost limitations, yard requirements, and other specific requirements of this Covenant. If the Secretary shall find any specific clash between the said plans and specifications and the requirements of the Covenant, he shall communicate with the architect or the owner and try to have the matter corrected before the plans and specifications are forwarded to the Art Jury. After such preliminary, check and correction, if any, the Secretary shall forward the said plans and specifications to the Art Jury for examination, correction, approval or rejection, under the provisions of the Covenant.

Par. 48. The building of fences, walls, and similar structures, are divided into two classes: First, major construction; second, minor construction. The property owner may proceed with what he definitely thinks is a minor construction without submitting plans and specifications to the Art Jury as provided above, subject to the continuing jurisdiction of the Association through its Board of Directors to hear complaints against said minor constructions and to hear, try and determine the said complaints upon due notice to the defending property owner. Tennis courts and swimming pools are major constructions.

Par. 49. Major constructions shall be treated the same as buildings as above provided. If there is doubt in the mind of the property owner as to whether or not his contemplated work is a major or minor construction, he shall either submit plans and specifications or petition the Art Jury to determine in writing whether or not his proposed improvement will constitute a major or minor construction. Such determination, however, if it is to the effect that the construction is a minor construction, shall not deprive the Association of its jurisdiction to hear, try and determine complaints and order corrections as above provided.

Par. 50. No alteration shall be made in the exterior color design or openings of any building or major construction unless written approval of said alteration shall have been obtained from the Art Jury. No minor construction shall be altered into a major construction without the approval by the Art Jury of plans and specifications of said alteration.

Par. 51. In any case the Art Jury shall have a right to require grading plans and profile maps in order to aid the Art Jury in finally passing on any plans and specifications.

Par. 52 When the Art Jury issues an approval as provided for in the Covenant, the plans and specifications shall be returned to the Secretary of the Association for permanent record in the office of the Secretary of the Association.

Par 53. Section 3. **Approval of Works of Art.** No work of art located or to be located upon said property or any part thereof shall become the property of the Association, or of any corporation, organization or public or semi-public board which may succeed or be substituted for any of them, whether acquired by purchase, gift, or otherwise, unless such work of art or a design of the same, together with a statement showing the proposed location of such work of art, shall first have been submitted to and approved in writing by the Art Jury; nor shall any work of art until so approved be contracted for, erected, placed in or upon, or allowed to extend over or under any street, avenue, square, park, recreation ground, school, public buildings or other public or semi-public property over which the Art Jury has jurisdiction. The Art Jury may, when it deems proper, also require a model of any proposed work of art, or a map, drawing or profile term "Work of Art" as used in this section shall apply to and include all paintings, mural decorations, stained glass, statues, bas-reliefs, tablets, sculptures, monuments, fountains, arches, entrance gateways, or other structures of a permanent character intended for ornament or commemoration. No work of art over which the Art Jury has jurisdiction under this section shall be removed, relocated or in any way altered without the approval in writing of the Art Jury.

Par 54 Section 4. **Custodian of Art Works.** The Art Jury shall be custodian of and have jurisdiction over such works of art as it may accept charge of.

Par 55. Section 5. (As Amended 1930, 1939 and 1973.) (a) **Membership.** The Art Jury shall be composed of five members appointed by the President of the Association from a list of members of the Association, nominated by the Board of Directors. Such list of nominees shall contain at least two names in excess of the number of appointments to be made. The present incumbents of the Art Jury shall continue in office for their respective terms of appointment and their successors shall be appointed as herein provided.

Par. 56. (b) (As amended 1973.) Each member of the Art Jury shall serve for three (3) years, provided, however, the new members appointed upon the implementation of this Amendment may be appointed for such lesser term as the President of the Association with the approval of the Board of Directors shall determine advisable in order that no more than two members' full terms shall expire in any one year, excepting, however, an appointment to fill a vacancy, which shall be for the unexpired portion of the term. At the expiration of his term a member shall continue to serve until his successor has been appointed and accepted office. If for any reason

the President of the Association shall fail for ninety (90) days after the occurrence of a vacancy on the Art Jury to appoint a successor, as provided herein, the President of the Art Jury shall have the sole power to fill the said vacancy. If the Art Jury for any reason shall fail to meet and perform its duties for a period of ninety (90) consecutive days, the President of the Association shall remove one or all of the members thereof and appoint another member or members in the place of the member or members so removed.

Par. 57. (c) (As amended 1973.) Any member of the Art Jury who shall have any direct or indirect interest in any matter within the jurisdiction of the Art Jury requiring its approval shall be disqualified from voting thereon.

Par. 58. (d) (As amended 1973) The members of the Art Jury shall elect from its own number a President and a Vice-President and shall adopt Rules of Procedure and prescribe regulations for submission of all matters within its jurisdiction. Three members shall constitute a quorum and shall have full power to act as the Art Jury during a period of any vacancy in the membership thereof. The members of the Art Jury shall also appoint a Secretary and such other officers as it may find necessary.

Par. 59. (As amended 1973.) Par. 59 is hereby deleted from the Covenant in its entirety.

Par. 60. Section 6. **Art Jury Funds.** (As amended 1973.) The Art Jury shall recommend to the Board of Directors for its approval and appointment an architect to act solely in an advisory capacity to the Art Jury and may recommend to the Board of Directors for its approval and appointment other experts to act solely in an advisory capacity to the Art Jury. Any funds available to the Art Jury may be used by it to pay such architect or experts for time in attendance at meetings and other expenses which, in the judgment of the Art Jury, are incidental to carrying out the purposes for which it is established and to enforce its decisions and rulings.

Par. 61. Section 7. **Records and Reports.** (a) The Secretary of the Art Jury shall keep minutes of each approval, recommendation or other official act of the Art Jury and furnish certified copies thereof or certificate of the result thereof, on request to any person, and the Art Jury may make a reasonable charge therefor. Said records shall be open to the public.

Par. 62. (b) The Art Jury may authorize the Secretary thereof to issue a certificate of completion and compliance as to any property inspected as herein provided and to make and collect a reasonable charge therefor.

Par. 63. Section 8. (Added in 1930). The secretary of the Art Jury shall file with the Secretary of the Association at Rancho Santa Fe, a written record of all its official acts and final decisions and rulings concerning approvals, recommendations, findings or disapprovals and/or modifications of plans and/or specifications, and/or other matters submitted to it in writing for consideration, within 48 hours after the meeting at which any final rulings and/or decisions are made by the Art Jury; and the Secretary of the Association shall forthwith, in writing notify the owner of the property of the ruling and/or decision filed by the Art Jury. No act, decision or ruling of the Art Jury shall be final until so filed with the Secretary of the Association.

Par. 64. Section 9. (Added in 1930). (a) The owner or owners of any property to which any act, decision and/or ruling of the Art Jury directly applies may, within 30 days after the notice to him by the Secretary of the Association as aforesaid file a written petition appealing therefrom to the Association specifically pointing out the ground of his appeal; if, at the owner's request a certificate of completion and compliance has been issued by the Art Jury no appeal shall lie.

Par. 65. (b) On receipt of such petition for appeal the President of the Association shall arrange or attempt to arrange a conference with the owner or owners appealing and the Art Jury and attempt to mediate the differences between them.

Par. 66. (c) If fifteen (15) days after filing of said petition with the Secretary of the Association mediation has failed and the appeal remains on file the Secretary of the Association shall, after conference with the President of the Association, call a meeting of the Board of Directors at RANCHO SANTA FE for a public hearing to consider the petition for appeal; this meeting shall be held not less than 25 days nor more than 35 days after receipt of such petition by the Secretary of the Association. Notice of such public hearing shall be given in writing by the Secretary of the Association to the petitioner, to each director of the Association and to each member of the Art Jury, at least ten days before the day fixed for such hearing and notice of such public hearing shall also be posted for a ten day period on the bulletin board of the Association to be maintained in a public place at Rancho Santa Fe. At such hearing the appellant and his witnesses shall be fully heard, the decision or ruling of the Art Jury appealed from shall be read and the members of the Art Jury and their officers shall be heard as to the reasons for making the decision or ruling appealed from.

Par. 67. (d) After full hearing as aforesaid and due consideration the Board of Directors of the Association shall have the power by affirmative vote of at least four-fifths of the entire membership of the said directors to modify said act, decision and/or ruling of the Art Jury; provided that said modification shall only be ordered in a case where the directors find that such decision or ruling of the Art Jury works an undue hardship upon said petitioner or that a modification of the decision or ruling of the Art Jury will not tend unduly to lower the standards of attractiveness of the surrounding property or depreciate the neighborhood, or that there was bias or prejudice on the part of one or more members of the Art Jury as to said decision or ruling.

Par. 68. (e) The findings, rulings and decisions of the Board of Directors of the Association made on a hearing held as aforesaid and on the affirmative vote of at least four-fifths of the entire membership of the said Board of Directors shall be final and conclusive upon the Art Jury and upon the appellant and upon all parties concerned as soon as a written copy of the modifications and/or rulings adopted by the Directors as aforesaid is filed with the secretary of the Art Jury and a copy mailed to appellant by the Secretary of the Association.

Par. 69. Section 10 (Added in 1930). Any member of the Art Jury may be removed from office by an affirmative vote of at least four-fifths of the entire membership of the Board of Directors of the Association after a public hearing, of which at least 15 days notice shall have been given to all persons concerned, but only for (1) malfeasance in office and/or (2) absence from meetings of the Art Jury without the written approval of the President of the Association for a period in excess of 60 calendar days.

ARTICLE IV

ZONING

Par. 70. Section 1. **Definitions.** The protective restrictions in this article shall be known as “Building Zone Restrictions”; and for the purposes hereof the following explanations and definitions of words, terms, and phrases shall govern unless the context thereof clearly indicates a different meaning:

Par. 71. (a) Words used in the present tense include the future; the singular includes the plural, and the plural includes the singular; and the word “building” includes the word “structure”.

Par. 72. (b) An “Apartment House” is a building containing three or more separate single family habitations using a common passage or stairway and a common entrance on the ground floor.

Par. 73. (c) A “Building site” shall be taken to be a piece of land (exclusive of streets, open recreation areas, and lands excepted, reserved, segregated or retained in accordance with the restrictions, conditions and covenants affecting same shown on any map of record), to-wit:

Par. 74. (1) Any lot or parcel of said property shown on any map or subdivision of record with the County Recorder of said County subject to the jurisdiction of the Association and of the Art Jury; or

Par. 75. (2) Any lot or parcel of any re-subdivision of any portion of said property which re-subdivision is approved by the Association and conforms to the restrictions applicable thereto and thereby allowed to be used as a building site; or

Par. 76. (3) Any land or any lot or parcel of any subdivision or resubdivision of any land which hereafter becomes subject to the jurisdiction of the Association and the Art Jury by virtue of restrictions, conditions, covenants, and/or agreements, relating thereto, and by acceptance of said jurisdiction by the Board of Directors of the Association of record with the County Recorder of said County.

Par. 77. (d) A “Court” is an open unoccupied space other than a rear yard, on the same lot with a building. A court, one entire side or end of which is bounded by a front yard, a rear or side yard, or by the front of the lot, or by a street or a public alley, is an “outer court”. Every court which is not an “outer court” is an “inner court”. Every court shall be open and unobstructed to the sky, except for balconies or other architectural features approved by the Art Jury, from a point not more than two feet above the floor line of the lowest story in the building in which there are windows in rooms or apartments abutting on such court except that a cornice on the Building may extend into an “outer Court” two inches for each one foot in width of such court, and a cornice may extend into an “inner Court” one inch for each one foot in width of such court.

Par. 78. (e) The “curb level” for the purpose of measuring the height of any portion of a building is the mean level of the curb in front of such portion of the building, where the curb level has been established by resolution of the Association. But where a building is on a corner lot, the curb level is the mean level of the curb on the street of greatest width. If such greatest width occurs on more than one street, the curb level is the mean level of the curb on the street of the greatest width which has the highest curb elevation. The curb level for the purpose of regulating and determining the area of yards, courts, and open spaces is the mean level of the curb on the front of the building where there is the highest curb elevation. Where no curb elevation has been established or the building sets back or does not adjoin the street, the average ground level of that portion of the lot occupied by the building shall be considered the curb level, except for vision clearance at corners in determining which the average road grade shall be taken where no curb level has been established by the Association or the County Surveyor. On any street, road or alley where no public authority has officially established a curb level, the Association may establish such curb level by resolution.

Par. 79. (f) A “detached building” is one that is not less than five feet distant, measured horizontally, from any portion of any other building.

Par. 80. (g) A “flat” is a building having two or more separate single family habitations therein whether one above another or on the same floor and having a separate outside entrance on the ground floor for each such habitation.

Par. 81. (h) The “height” of a building is the vertical distance measured from the curb level to the top of the roof of the highest part of the building (except towers or spires).

Par. 82. (i) The “height of a yard or court” at any given level shall be measured from the lowest level of such a yard or court as actually constructed.

Par. 83. (j) A “House Court” is a group of two or more single family dwellings or flats on the same lot, whether detached or in solid rows, having a separate outside entrance on the ground floor level for each single family dwelling.

Par. 84. (k) A “lot” for the purposes hereof shall be taken as any piece of land fronting on a street as provided herein, the description of which is filed with the Building Commissioner, regardless of maps recorded in the office of the County Recorder, except as provided in Section 7 of Article I hereof. The “depth of a lot” is the mean distance from the street line of the lot to its rear line, measured between the centers of the end lines of the lot. A “corner lot” is a lot bounded on two sides by streets, provided that , for this purpose, no street, alley, court or open space less than thirty feet in width shall be deemed a street. The “front line” or “front” of a lot is the boundary line of the lot bordering on the street upon which it abuts. In case of a corner lot, either frontage may be the front provided that the front line shall be taken to include any cutoff corners. If a lot runs through from street to street, either street line may be taken as the front lot line. The “rear line” of the lot is the boundary line of said lot opposite the front line. All other boundary lines of a lot are “sidelines”.

Par. 85. (l) The word “maintained” shall be interpreted as applying only to buildings, fences, walls, sidewalks, steps, awnings, tents, poles or structures or portions thereof erected, constructed or altered after the date of acceptance of jurisdiction by the Association over the property on which said building, structure or portion thereof exists.

Par. 86. (m) A “multiple dwelling” is a building designed or used for a flat, apartment, tenement, hotel, dormitory or any dwelling other than a single family dwelling.

Par. 87. (n) A “rear yard” is an open, unoccupied space, except as otherwise provided herein, on the same lot with and immediately behind a building; and wherever required shall extend the full width of the lot.

Par. 88. (o) A “single family dwelling” is a dwelling for one family alone, having but one kitchen and within which not more than five (5) persons may be lodged for hire at one time, provided that reasonable quarters may be built and maintained in connection therewith for the use and occupancy of servants or guests, of said family, and that such quarters may be built and maintained as a part of the main building or with the written approval of the Association and the Art Jury in a separate detached accessory building or buildings on the same lot, or as a gatelodge, provided said accessory buildings be not at any time rented or let to persons outside the said family and that they be occupied and used only by persons who are employed by or are by or are the guests of the family, and provided further that no rooms shall be constructed, altered or maintained for sleeping purposes on any floor except the ground floor of any accessory building except on a lot with an area in excess of twenty thousand (20,000) square feet.

Par. 89. (p) A “story” is that portion of a building included between the surface of any floor and the finished ceiling above it.

Par. 90. (q) A “street wall” of a building at any level is the wall of that part of the building nearest to the street line.

Par. 91. (r) The word “use” means the purpose for which the building or property is designed arranged or maintained or for which it is or may be occupied or maintained.

Par. 92. Section 2. **Classes of Use Districts.** The following general plan of zoning or districting is hereby adopted for said property and there are hereby established and defined for said property certain classes of use districts which shall be known as:

Par. 93. Residence Districts of:

- Class A - Single Family Dwellings and farming.
- Class B - House Courts, Flats and Dwellings.
- Class C - Apartments and other kinds of dwellings.

Par. 94. Business and Public Use Districts of:

- Class D - Retail business. Offices and dwellings.
- Class E - Business, theaters and dwellings.
- Class F - General Business, garages and dwellings.
- Class G - Wholesale and material business.
- Class H - Public and semi-public uses.
- Class J - Religious edifices.
- Class K - Hospitals and institutions
- Class L - Riding academies and polo fields.

Par. 95. The districts of said classes and of each thereof are hereby established for said property with location, extent and boundaries thereof as defined and established herein and/or in supplemental and additional restrictions hereafter filed for record with said County Recorder as provided in Section 5 of Article V hereof, provided that further and/or different classes of use districts may be established and defined in said supplemental and additional restrictions. Any reference to said property or any part thereof in any agreement, declaration of restrictions or covenants or in deeds, contracts of sale or leases which shall classify any portion of said property as being within any district or any class of use district of said property, unless referring specifically to some other covenant, shall be construed as referring to the district of the class defined in this covenant or amendment thereof.

Par. 96. No building or premises nor any portion of said property shall be used or structure erected to be used thereon for any purpose other than a use permitted in the use district of the class in which such building or premises or property is located.

Par. 97. Section 3. Residence Districts of Class A - Single Family Dwellings and Farming. In Residence Districts of Class A, no building, structure or premises shall be erected, constructed, altered or maintained which shall be used or designed or intended to be used for any purpose other than that of one detached single family dwelling on any building site, and of farming and the raising of orchards, produce or crops.

Par. 98. Section 4. Residence Districts of Class B - House Courts, Flats and Dwellings. In Residence Districts of Class B, no building, structure, or premises shall be erected, constructed, altered or maintained which shall be used or designed or intended to be used for any purpose other than that of a house court, two family dwelling, and/or single family dwelling, flat, boarding house, and/or fraternity house.

Par. 99. Section 5. Residence Districts of Class C - Apartments and Other Kinds of Dwellings. In Residence Districts of Class C, no building, structure or premises shall be erected, constructed, altered or maintained which shall be used or designed or intended to be used for any purpose other than an apartment house, hotel, private school, fraternity dwelling, club, dormitory, boarding house or lodging house, flat, multiple dwelling, two-family dwelling and/or single family dwelling.

Par. 100. Section 6. Business and Public Use Districts of Class D - Retail Business, Offices and Dwellings. (a) In Business and Public Use Districts of Class D no building, structure or premises shall be erected, constructed, altered or maintained which shall be used or designed or intended to be used for any purpose other than those specified for Residence Districts of Classes

A, B and C hereof, or a retail business office, professional office, retail trade, telephone exchange, fraternal society, printing office or store with the exception of those uses of property specifically prohibited by paragraphs (b) and (c) of this section.

Par. 101. (b) In any Business and Public Use District of Classes D, E, F, G, H, J, K, or L, no building or premises shall be used or erected to be used or maintained for any trade, industry, or use that is obnoxious or offensive by reason of the emission of odor, smoke, gas, dust or noise.

Par. 102. Businesses Prohibited in Class D Districts. (c) In Business and Public Use Districts of Class D, no building or premises shall be used or be erected to be used, for any of the following specific trades, industries or uses, viz.: amusement park, assaying by the furnace method with more than one furnace of a capacity of two (2) cubic feet; blacksmithing or horseshoeing; building for treatment of insane or feeble-minded, carpet cleaning or beating, car barn, coal yard; construction material yard, cotton mill, creameries, dog pound, door factory, distillation of coal, wood or bones, dyeing or dry cleaning; electric station, power plant; fire house, feed yard for cattle, fertilizer manufacture, fish cannery, foundry, public garage other than a salesroom where motor vehicles are kept for sale or for demonstration purposes only; gas (illuminating or heating), manufacture or storage plants or tanks with a capacity of over five hundred cubic feet of gas; glue, size or gelatine manufacture; gun powder, fireworks or explosives, manufacture or storage; hay or grain barn or warehouse; hides or skins (uncured); hospital or sanitarium, junk, scrap paper or rag storage or baling shop or yard, livery stable, laundry or wash-house; lumber yard, machine shop; milk bottling station; monument works; moving picture studio or theater, nursery or greenhouse; oil or gasoline supply station; packing house or plant; petroleum refinery or storage; planing mill or sash or door factory; pickle, sauerkraut, sausage or vinegar manufacture; quarry, railroad freight yard, tram, track, freight depot or shed, shops or roundhouse, rawhide or skin storage, curing or tanning; repair shop for motor vehicles; riding academy; roller or ice skating rink; rock, sand or gravel loading, distributing or receiving station; saw mill; public school; sheet metal works; silk or cotton mill; shoddy manufacture or wool scouring; stable; stone or monument works; stone crusher or quarry; crushed stone yard or bunker; stoneware or earthenware factory; saddle factory; storage warehouse; warehouse for storage of household goods; theater, undertaking parlor; veterinary hospital; wholesale business; wool pullery; wood yard; or any other plant, works or factory, where power is used to operate any such plant, works, or factory, except that this shall not prohibit any machine operated by two horsepower or less, and except as provided in paragraph (d) of this section.

Par 103. (d) In any Business or Public Use District of Class D, no building or premises shall be used or be erected to be used for any kind of manufacturing except that any kind of manufacturing of garments or food products, not included within the prohibition of paragraph (b) of this section, may be carried on; provided not more than twenty-five percent of any one store or of the ground space of the total floor space of the building is so used. The printing of a newspaper, or a printing shop, shall not be deemed manufacturing.

Par. 104. Section 7. Business and Public Use Districts of Class E - Business, Theaters and Dwellings. In Business and Public Districts of Class E, no building, structure or premises shall be erected, constructed or maintained, which shall be used or designed or intended to be used for any purpose other than those specified for Business or Public Use Districts of Class D, or a theater, moving picture theater, or dance hall.

Par. 105. Section 8. Business and Public Use Districts of Class F - General Business, Garages and Dwellings. In Business and Public Use Districts of Class F no building, structure

or premises shall be erected, constructed, altered or maintained which shall be used or designed to be used for any purpose other than that permitted in Residence districts of Classes A, B or C, or in Business and Public Use Districts of Class D, hereof, and that of an undertaking parlor, public garage, automobile repair shop, gasoline or oil supply station, dyeing or dry cleaning establishment or plumbing shop.

Par. 106. Section 9. **Business and Public Use Districts of Class G - Wholesale and Material Business.** In Business and Public Use Districts of Class G, no building, structure or premises shall be erected, constructed, altered or maintained which shall be used or designed or intended to be used for any purpose other than that of a business permitted in Business and Public Use Districts of Class F, hereof, and that of a blacksmith shop, building material yard, car barn, coal yard, creamery, feed or fuel business, laundry, lumber yard, milk bottling or distributing station; railroad freight depot, yard, tram, track or freight shed; roller of ice skating rink; warehouse for any business permitted Class G Districts; wholesale business or wood yard; provided that the approval of the Association thereto and the issuance by it of a temporary, revocable permit therefor, may permit temporary planing mills; and provided further that in Business and Public Use Districts of Class G, no building or structure of any part thereof shall be designed, erected, altered or maintained for any single or multiple dwelling, sleeping or human habitation purposes, except that in connection with any warehouse or business building one single family dwelling quarters for one watchman employed on said building may be used by him, and his family only.

Par. 107. Section 10. **Business and Public Use Districts of Class H - Public and Semi-Public Uses.** In Business and Public Use Districts of Class H, no building, structure or premises shall be erected, constructed, altered or maintained which shall be used or designed or intended to be used for any purpose other than that of a public or private school, playground, park golf course, public art gallery, museum, library, firehouse, nursery or greenhouse or other public or semi-public building, or a single family dwelling.

Par. 108. Section 11. **Business and Public Use Districts of Class J - Religious Edifices.** In Business and Public Use Districts of Class J, no building, structure or premises shall be erected, constructed, or maintained, which shall be used or designed or intended to be used for any purpose other than that of a church, religious edifice, parish house, or a single family dwelling.

Par. 109. Section 12. **Business and Public Use Districts of Class K - Hospitals and Institutions.** In business and Public Use Districts of Class K, no building, structure or premises shall be erected, constructed, altered, or maintained which shall be used or designed or intended to be used for any purpose other than that of a public or private hospital, sanitarium (except an establishment for the care or cure of persons afflicted with tuberculosis, or for the care, cure or restraint of the mentally impaired, or of victims of drink or drugs, which are prohibited by Article I hereof), clinic, day nursery or charitable institution or a use permitted in a Residence District of Classes A, B or C.

Par. 110. Section 13. **Business and Public Use Districts of Class L - Riding Academies and Polo Fields.** In Business and Public Use Districts of Class L, no building, structure or premises shall be erected, constructed, altered or maintained which shall be used or designed or intended to be used for any purpose other than that of a riding academy, stable, polo field or residence or lodging for persons employed on said premises.

Par. 111. Section 14. **Accessory Buildings.** Subsection (a) repealed in 1939.

Par. 112. (b) **Location of Accessory Buildings.** (as amended in 1939). Private garages may be built separately from the dwellings on building sites provided that the area, yard, and court

requirements of this Covenant be complied with and provided that the plans and specifications therefor are submitted to the Art Jury for approval the same as in the case of dwellings.

Par. 113. (c) Except as otherwise provided in further restrictions applicable thereto, filed for record with said County Recorder accessory buildings in Residence Districts of Classes A, B, C, H, J, K and L shall conform to the following regulations as to their location upon the lot, excepting a gate-lodge, provided, however, that where the slope of the lot seems to warrant it or for other unforeseen conditions which may work hardship in certain cases, accessory buildings may, with the written approval of the Association, and the Art Jury, be built nearer to the street. In general the Association and the Art Jury shall not approve plans and structures with garage door openings facing toward the street on which the lot fronts.

Par. 114. (1) In the case of an interior lot fronting upon only one street, no accessory building shall be erected or altered so as to encroach upon that half of the lot depth nearest the street.

Par. 115. (2) In the case of an interior lot fronting upon two or more streets, no accessory building shall be erected or altered so as to encroach upon either fourth of the lot depth nearest such streets.

Par. 116. (3) In the case of a corner lot fronting upon two streets, no accessory building shall be erected or altered so as to encroach upon the area between such respective streets and lines drawn parallel to such streets respectively in a manner to divide the lot into two equal areas.

Par. 117. (4) In the case of a corner lot fronting upon three or more streets, no accessory building shall be erected or altered so as to encroach upon any fourth of the lot depth nearest such streets.

Par. 118. (5) No accessory building shall be located within ten feet of its rear or side lot line when such line forms part of the front half of the side line of an adjacent interior lot, or the front quarter of an adjacent lot whether the latter be an interior or corner lot.

Par. 119. (6) Notwithstanding any requirement in this section, the foregoing rules shall not prohibit any accessory building where otherwise permitted by this covenant seventy-five (75) feet or more from the street bounding the block.

Par. 120. (7) The limitations imposed by this section upon the location of an accessory building shall be waived when the accessory building is incorporated as an integral part of, and attached by enclosing walls to the building to which it is accessory.

Par. 121. Section 15. **Height Limitations.** For the purpose of regulating and limiting the height and bulk of buildings hereafter erected, no building or structure shall be erected, constructed, altered or maintained on said property with a height in excess of two stories, no more than thirty-five (35) feet, except as provided in Section 16 hereof; provided that hotels may be erected, constructed, altered or maintained with a height not in excess of three stories, nor more than forty-five (45) feet, except as provided in Section 16 hereof.

Par. 122. Section 16. **Special Height Provisions.** (a) The height limitations hereof shall not apply to gables, spires, flagpoles, chimneys, and wireless aerials and supports, provided same are approved by the Association and the Art Jury, and provided further that where the slope of the lot is greater than one foot rise in six (6) feet of run an additional story may be permitted by the Association on the downhill side of the building.

Par. 123. **Towers, Tanks and Penthouses Above Height Limit.** (b) Towers, penthouses or water tanks closed in with walls down to the ground or to main part of the building, may with the approval of the Association and the Art Jury be built and used to a greater height than the height limits herein established; provided that no tower shall be erected, constructed, altered or

maintained with rooms used or designed or intended to be used for sleeping rooms on more than three stories.

Par. 124. Section 17. **General Area Requirements.** For the purpose of regulating and determining the area of yards, courts and other open spaces for buildings erected on said property the following area requirements are hereby established:

Par. 125. No building or part of a building shall be erected except in conformity with the area regulations herein prescribed for Use District in which said building is located. Unless otherwise expressly provided herein the terms “rear yard,” “side yard,” “outer court” or “inner court” when used herein shall be deemed to refer only to a rear yard, side yard, outer court or inner court required herein.

Par. 126. Section 18. **Percentage of Lot Occupied.** No building or structure shall be erected, constructed or altered which shall occupy either alone or with other buildings, a greater percentage of the area of the lot than as follows:

Par. 127. (a) In Residence Districts of Class A not more than twenty (20) per centum.

Par. 128. (b) In Residence Districts of Classes B and C and in Business and Public Use Districts of Classes H, J, K and L, and for multiple dwellings in any use district where permitted, not more than fifty (50) per centum.

Par. 129. The measurements shall be taken at the ground level; except that in the case of hotels the measurement may be taken at the floor level of the lowest bedroom story and in the case of other multiple dwellings where there are stores or shops on the entrance story, the measurements may be taken at the story above the top of such entrance story. No measurements of lot area shall include any portion of any street or alley. Any portion of a corner lot distant more than sixty (60) feet from the corner line measured along the front line of the lot, shall be treated as an interior lot.

Par. 130. Section 19. **Rear Yards.** (a) Immediately behind every dwelling erected in any Use District there shall be a rear yard extending across the entire width of the lot. Such yard shall be at every point open and unobstructed from its lowest level to the sky, except for balconies approved by the Art Jury, and shall be of the depth prescribed in Section 21 hereof. Every part of such yard shall be directly accessible from every other part thereof. The depth of said yard shall be measured at right angles from the extreme rear part of the dwelling:

Par. 131. (1) to the middle line of the alley where an alley immediately abuts a lot and extends across its entire width;

Par. 132. (2) To the rear lot line, where there is no such alley;

Par. 133. (3) To the nearest wall of the building, where there is another building at the rear as permitted herein.

Par. 134. The provisions of this Section shall not apply to hotels nor to Business and Public Use Districts of Class G.

Par. 135. (b) If a lot extends through from one street to another street, public alley, walk or court or public park one-half of the narrowest street, alley, walk, court or public park on which such lot abuts may be considered as a part of the lot in computing the size of the rear yard required, provided that in no event shall the open and unoccupied space on the rear of the lot be less than five feet in depth.

Par. 136. (c) In Business and Public Use Districts of Classes D, E and F, the lowest level of the rear yard shall not be above the sill level of the second story windows nor in any case more than 18 feet above the curb level.

Par. 137. (d) In Residence Districts of Classes A, B, C and in Business and Public Use Districts of Classes H, J, K and L, the lowest level of a rear yard shall not be above the curb level, except that a private garage or other outbuilding not more than one story in height may be built in the open space required for the rear yard if the required rear yard area be not thereby diminished, and egress from said rear yard to rear lot line be provided and maintained open and unobstructed to the sky of width equal to the minimum width of required rear yard, and provided further that not more than one private garage may be built upon any one lot in a Residence District of Class A.

Par. 138. Section 20. **Courts.** If a room in which persons live, sleep, work, or congregate receives its light and air in whole or in part directly from an open space on the same lot with the building, there shall be at least one inner court, outer court, side yard or rear yard upon which a window or ventilating skylight opens from such room. Such inner court, outer court or side yard shall be at least of the area and dimensions herein prescribed for an inner court in use districts of Class G. Such inner court, side yard or rear yard shall be at least of the area and dimensions herein prescribed for a court in such district. The unoccupied space within the lot in front of every part of such window shall be not less than five (5) feet measured at right angles thereto and not less than thirty five (35) square feet in area. Courts, yards and other open spaces if provided in addition to those required need not be of the area and dimensions herein prescribed.

Par. 139. Section 21. **Area Requirements in Business and Public Use Districts of Classes D, E, F and G.** (a) In Business and Public Use Districts of Classes D, E, F and G, yards and courts shall not be required except where windows are required, in which case the provisions of Sections 19 and 20 hereof shall apply and the dimensions of said yards and courts shall be the same as required in a Class C District by paragraph (b) hereof; provided that said provisions shall not apply to windows opening under or upon an open porch or arcade.

Par. 140. **Area Requirements in Classes A, B, C, H, J, K and L Use Districts.** (b) In Residence Districts of Classes A, B, C and in all Business and Public Use Districts of classes H, J, K and L, and for each multiple or single dwelling erected in any Use District, the minimum width of outer courts, inner courts and rear yards shall be as follows: (Height of building based on full number of stories in the building measured upward from and including the lowest story in which there is an apartment or bedroom).

	Outer Court And Side Court		Inner Court	Rear Yard on Inside Lot	
	Height of Building (ft.)	Minimum Width of Court (ft.)	Minimum Area (sq. ft.)	Minimum Width (ft.)	Minimum Depth (ft.)
Stories					
1	25	5	80	7	12
2	35	7	100	8	15
2.5	40	8	120	10	18
3	45	10	160	12	20

Rear Yard on Corner Lot

The minimum depth of a rear yard on a corner lot shall be as follows:

Depth of Corner Lot

Not exceeding 100 feet.

Exceeding 100 feet.

Depth of Rear Yard

Not less than 10% of the depth of the lot nor less than five feet, nor less than the minimum width required for an outer court, based on the number of stories in such building.

Not less than twelve (12) feet.

Par. 141. (c) In Districts of Classes A, B, H, J, K and L along each side lot line there shall be a side yard of a minimum width of five (5) feet, provided, however, that upon the presentation of a duly executed party wall agreement between owners of two adjoining lots and with the written approval of the Art Jury, this requirement shall not apply as to said lot line, provided that this shall not reduce any free space of sideline setback requirement elsewhere established. In Residence Districts of Class C and in Business and Public Use Districts of Classes D, E and F, side yards shall not be required except where windows are required.

Par. 142. Section 22. **Additional Buildings on Same Lot.** (a) No building for residence use shall be built nearer in any part than fifteen (15) feet from any other building for single or multiple residence use on the same lot, except where a common party wall more than eight (8) feet in length is used as an integral part of such dwelling.

Par. 143. (b) If a building is erected on the same lot with another building, the area of the several buildings taken together shall for the purpose of this agreement be considered as a single building in computing area requirements. Any structure, whether independent of or attached to a building, shall for the purposes hereof be deemed a building or a part of a building.

Par. 144. (c) No building or structure of any kind shall be placed upon the same lot with an existing building or structure so as to decrease the minimum size of courts or yards as herein prescribed, excepting a one-story accessory private garage or outbuilding, as provided in Section 19 hereof.

Par. 145. (d) In Residence Districts of Classes A and B, on a corner lot, no fence, wall or structure more than three and one-half feet in height above the plane of the established curb grades of said corner shall hereafter be erected or constructed or altered that is included within the street lines of the intersecting streets and a straight line connecting said street lines at points which are respectively twenty feet distant along each street line from their common point of intersection, and no planting or foliage shall be placed or maintained within such area that in the judgement of the Art Jury will materially obstruct the view of a driver of a vehicle on a roadway approaching said street intersection, and provided that in case of steep lots the Art Jury may waive this requirement.

Par. 146. Section 23. **Area Requirement Exceptions.** (a) The area required in a court or yard at any given level shall be open from such level to the sky unobstructed, except for the ordinary projections of skylights, and parapets above the bottom of such court or yard, except for the ordinary projections of window sills, belt courses, cornices and other ornamental features to the extent of not more than four inches, and except for balconies approved by the Art Jury. And provided also that in a Residence District of Class A, a single family dwelling having a side yard

of a clear and unobstructed width of not less than five feet may have a cornice or eave projecting not more than two feet into the side yard on the opposite side.

Par. 147. (b) A corner of a court or yard may be cut off between walls of the same building provided that the length of the wall of such cut-off does not exceed four feet.

Par. 148. (c) An offset to a court or yard may be considered as a part of such court or yard provided that it is no deeper in any part than it is wide on the open side and that such open side be in no case less than six feet wide.

Par. 149. Section 24. **Interpretation.** In interpreting and applying the provisions of this covenant they shall be held to be the minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the owners and occupants of said property. It is not intended by this covenant to interfere with any provisions of law or ordinances or any rules, regulations, or permits previously adopted or issued or which may be adopted or issued pursuant to law relating to the use of buildings or premises; nor is it intended by this covenant to interfere with or abrogate or annul easements, covenants or other agreements between parties; provided, however, that where this covenant imposes, creates or establishes greater, different, or more stringent restrictions, conditions, covenants, reservations, liens or charges than are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such easements, conditions, reservations, covenants or agreements, then and in that case the provisions of this covenant shall control. The State Housing Laws shall be enforced in and apply to all said property as if said property were within the boundaries of an incorporated city.

Par. 150. Section 25. **Alterations.** No building or structure erected or constructed or premises used on any part of said property shall at any time be altered so as to be in violation of this covenant.

Par. 151. Section 26. **Building Permits.** No building permit shall be issued by the Association for the erection or alteration of any building or structure contrary to the provisions of this covenant and the building commissioner shall annually or oftener inspect all buildings and premises in said property and report to the Association and the Art Jury any and all violations hereof in the maintenance of said buildings and premises.

Par. 152. Section 27. **Use Prior to Issuance of Certificate of Completion and Compliance.** No owner or lessor of any portion of said property shall use or permit the use of any building or premises or part thereof created, erected, changed, or converted wholly or partly in its use or structure until a certificate of completion and compliance, to the effect that the building or premises or the part thereof so created, erected, changed or converted and the proposed use there of conform to the provisions of this covenant, shall have been issued by the Association and the Art Jury.

Par. 153. Section 28. **General Requirements as to Architecture.** (a) To preserve the attractiveness of the said property and to prevent the erection, alteration or maintenance of buildings of undesirable and inharmonious design that would depreciate neighboring property, there are hereby established and defined for said property certain districts combining the usual architectural forms as follows:

- Type I - Architecture Districts
- Type II - Architecture Districts
- Type III - Architecture Districts,

as herein further defined and limited, with locations, extent and boundaries thereof as herein defined or as may be defined and established in supplemental declarations or restrictions

hereafter filed for record with said County Recorder. No building or structure shall be erected, constructed, altered or maintained on said property or any part thereof, except in conformity with the regulations herein provided for the Type of Architecture District in which said building or structure is located.

Par. 154. (b) A design must be reasonably good in order to be approved by the Art Jury. A poorly designed example of architecture, regardless of its proposed cost, shall be disapproved.

Par. 155. (c) Materials, color and forms must be used honestly, actually expressing what they are, and not imitating other materials (such as tin, tile, wood and sheet metal, shamming stone, etc.), as for instance, wood being treated frankly as wood and not in imitation of stone, wherever it is used. In this hilly country, roofs will be much seen from above, and their form and color are important to the success and attractiveness of the property. The design of the building must be such as will, in the opinion of the Art Jury, be reasonably appropriate to its site and harmonize with its surroundings. The word "type" is used rather than "style" because attempts to reproduce "archaeological" or "period" styles shall be discouraged.

Par. 156. Section 29. **Type I Architecture Districts.** In Type I Architecture Districts buildings or structures shall conform to the following general requirements and definitions, subject to the discretion of the Art Jury:

Par. 157. Type I shall be that distinctive type of architecture which for several decades has been successfully developing in California, deriving its chief inspiration directly or indirectly from Latin types, which developed under similar climatic conditions along the Mediterranean or at points in California, such as Monterrey.

Par. 158. Color: Generally light in tone (of shades to be approved for each individual case).

Par. 159. Materials: Plaster, adobe or stucco exterior wall surfaces of a durable construction or concrete, stone or an approved artificial stone are to be preferred. Texture and finish of plaster or exterior to be approved by the Art Jury for each individual case.

Par. 160. Roofs: Low pitched roofs are desired in Type I districts, preferably not steeper than thirty (30) degrees and never to exceed thirty five (35) degrees maximum. Roofs shall be of tile, shingles or shakes of a color and type approved by the Art Jury. Roof, if flat, enclosed by parapet walls. Paper or other prepared roofings of these flat roofs to be sprinkled with gravel or other material generally light in tone, approved by the Art Jury.

Par. 161. Section 30. **Type II Architecture Districts.** In Type II Architecture Districts, buildings and structures shall conform to the same general requirements as in Type I Architectural Districts, provided that the main roof of all structures in Type II Architecture Districts shall be burned of clay tile of a color, shape and texture approved by the Art Jury.

Par. 162. Section 31. **Type III Architecture Districts.** In Type III Architecture Districts all buildings or structures shall conform to the requirements of Type I, and of a general group design and color scheme prepared under the direction of the Art Jury, for any and all buildings and structures to be erected in said Type III District, which said design shall indicate the general spacing of bays or openings, exterior facades, roof lines, gables and towers. No building or structure shall be erected, constructed, altered or maintained on any lots in said District except in conformity with said design color scheme, as interpreted by the Art Jury.

ARTICLE V

Duration, Enforcement, Amendment

Par. 163. Section 1 (As amended in 1930). **Duration of Restrictions.** All of the restrictions, conditions, covenants, reservations, liens, and charges set forth or provided for in this covenant shall continue and remain in full force and effect at all times against said property and the owners thereof, until January 1, 1950, and shall as then in force be continued automatically and without further notice from that time for a period of twenty years, and thereafter for successive periods of twenty years each without limitation, unless within the six months prior to January 1, 1950, or within the six months prior to the expiration of any successive twenty-year period thereafter a written agreement executed by the then record owners of more than two-thirds in area of said property, exclusive of streets, parks and open spaces, be placed on record in the office of said County Recorder, by the terms of which agreement any of said conditions, restrictions, covenants, reservations, liens or charges are changed, modified, or extinguished in whole or in part as to all or any part of the property subject thereto, in the manner and to the extent therein provided. In the event that any such written agreement of change or modification be duly executed and recorded, the conditions, restrictions, covenants, reservations, liens and charges as therein modified shall continue in force for successive periods of twenty years each unless and until further changed, modified or extinguished in the manner herein provided. The provisions of this section shall be subject at all times to the right of change or modification in the manner set forth in Sections 2 and 3 of this Article.

Par. 164. Section 2 (As amended in 1930). **Modification of Basic Restrictions.** Amendment, change, modification or termination of any of the conditions, restrictions, reservations, covenants, liens or charges set forth and established in any part of this instrument except in Article VI hereof may be made by mutual written agreement between the then owners of record of not less than two-thirds in area of said property and lot less than two thirds in number of all of the then owners of the record title of said property, and the Association, duly executed and placed of record in the office of said County Recorder.

Par. 165. Section 3 (As amended in 1930). **Modification of Other Restrictions.** Any of the conditions, restrictions, covenants, reservations, liens or charges set forth in Article VI hereof, or hereafter established in any declaration, acceptance or covenant of additional restrictions or deed, contract of sale, or lease approved by the Association as herein provided, and filed for record with said County Recorder, applicable to any part of said property, unless otherwise provided therein, may be changed or modified by written instrument duly executed and placed of record, with the written approval of the Association and the owner or owners of record of two-thirds in area of the property directly subject to said change or modification; provided, however, that no such change or modification shall be made without the written consent duly executed and recorded of the owners of record of not less than two-thirds in area of all of said property held in private ownership within five hundred (500) feet in any direction from the property concerning which a change or modification is sought to be made, and provided further that this shall not be construed as requiring the consent of the owners of any property not under jurisdiction of the Association; and also provided that any approval given thereto by the Association shall not be valid unless and until the Board of Directors shall first have had a public hearing thereon. The phrase "property directly subject to said change or modification," as used in this paragraph, shall be taken to mean only the parcel or parcels of said property described in the application for amendment presented to the Association for approval.

Par. 166. Section 4 (As amended in 1930). **Records and Reports.** (a) provisions thereof; and the Association and/or of the Art Jury may at any reasonable time after reasonable notice enter, inspect and report upon any property subject to the jurisdiction of the Association and/or the Art

Jury as to its maintenance or improvement in compliance with the provisions hereof; and the Association, the Art Jury and/or any agent or officer thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. The Association and/or Art Jury may issue upon request of the owner a certificate of completion and compliance as to any property so inspected and make and collect a charge for such certificate.

Par. 167. (b) For the purpose of making a search upon or guaranteeing or insuring title to, or any lien on and/or interest in any lot or parcel of said property, and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or non-performance of any of the acts in this covenant authorized, permitted or to be approved by the Association and/or Art Jury, the records of the Secretary of the Association and/or the Art Jury shall be prima facie evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Association and by the Art Jury showing that the plans and specifications for the improvements or other matters herein provided for, or authorized, have been approved and that the said improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Association or to the Art Jury by the respective secretaries thereof shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing, or insuring the said title, or any lien thereon and/or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Association and/or the Art Jury. In any event after the expiration of one year from the date of the issuance of a building permit by the Association for any structure, work, improvement or alteration, the said structure, work, improvement or alteration shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all the provisions hereof unless actual notice executed by the Association and/or the Art Jury of such non-completion and/or non-compliance, shall appear of record in the office of the County Recorder of said County, or legal proceedings shall have been instituted to enforce completion and/or compliance.

Par. 168. (c) The Secretary of the Association may file for record with said County Recorder the amount of each lien, established herein, remaining delinquent and unpaid after a reasonable period after the date the said lien becomes due, together with reasonable penalties, and upon payment thereof shall execute and file for record a proper release thereof.

Par. 169. (d) (As amended in 1930). Provided, also, that any encumbrancer in good faith and for value, or any title company or persons certifying, guaranteeing or insuring the said title for any such encumbrancer, shall be fully protected if either prior to the execution of such encumbrance or prior to its recordation, such encumbrancer or title company or persons certifying, guaranteeing or insuring the said title for such encumbrancer shall procure a certificate from the Secretary of the Association showing the status of the property to be encumbered with reference to existing liens, rights of forfeiture, rights to remove or to cause the removal of nonconforming structures and rights to abate or enjoin present existing non-conforming uses of structures, and, in situations where the encumbrancer has been advised that the proceeds of his loan or advancement are to be used in the construction of any structure on or in the effectuation of any improvement upon the said property, such encumbrancer, company or persons certifying, guaranteeing or insuring the said title for such encumbrancer shall also procure a certificate from the Secretary of the Art Jury approving the plans and specifications for any structure or improvement contemplated to be constructed or effectuated, either partly or wholly, from the moneys advanced or to be advanced by such encumbrancer.

Par. 170. (e) (As amended in 1930). No application for amendment, change, modification or termination of any of the restrictions, conditions, covenants, reservations liens and/or charges, as provided in this Article shall be circulated for signature nor shall it be valid or considered by the Association unless the same shall have been submitted to the Secretary thereof prior to the affixing of any signature thereto and shall have endorsed thereon by said Secretary a certificate as to the correctness of form and description of areas referred to therein, and the date of issuance for circulation and a complete copy thereof filed with said Secretary. Each said application and all signatures attached thereto shall become void six months from and after said endorsed date of circulation (provided said time may be extended not to exceed an additional six months by resolution of the Association endorsed on the petition by the Secretary thereof) unless approved as herein provided by the Association prior to the expiration of said six months period or said approved extension thereof. No such application, approval of which has been denied by the Association, shall again be considered by the Association until after a period of one year shall have elapsed from the date of said denial of approval. If the Secretary shall refuse to certify the application as aforesaid the applicant may present the application to the Board of Directors who shall have power and authority to make such certification by a majority vote and it shall be the duty of the Board to duly consider and pass upon such application.

Par. 171. Section 5. **Annexation of Additional Property.** If at any time the owner or owners under deed or under a contract to purchase lands contiguous and/or adjacent, and/or within reasonable distance of said property shall agree to hold, sell and convey such land subject to restrictions, conditions, covenants, reservations, liens, or charges set forth in a covenant executed by such owner or owners and approved in writing by the Association and the Art Jury, and thereafter recorded in the office of said County Recorder, the Association and the Art Jury shall then and thereafter have power to do and perform any and all of the acts, to fix, impose and collect charges, assessments and dues from the owners of said lands as therein provided and to grant said owners membership in the Association as therein agreed to; provided, however, that the Art Jury shall be given full jurisdiction over all lands and property over which the Association may at any time have jurisdiction.

Par. 172. Section 6. **Action of Breach.** (a) Each and all of said restrictions, conditions and covenants, reservations, liens and charges is and are for the benefit of each parcel of land and the owner thereof (or any interest therein) in said property and they and each thereof shall inure to and pass with each and every parcel of said property, shall apply to and bind the respective assigns and successors in interest of the undersigned property owners and of each owner of any part of said property. It is further understood and agreed by each of said owners signatory hereto and by each owner of any part of said property that each and every one of the foregoing covenants shall be conditions subsequent, and that upon the subsequent, and that upon the breach of them, or any of them, by said owner, his heirs, executors, administrators or assigns, and after due notice thereof has been recorded in the office of said County Recorder, and sixty days have elapsed since the recording of said notice of breach, as aforesaid, and no remedy of said breach having been made, the right of re-entry and of reversion of the title to that portion of said property upon or as to which that said breach has occurred shall revert to and be vested in the Association, its successors and assigns. And as to each owner of any part of said property, the said restrictions, conditions and covenants shall be covenants running with the land, and the breach of any thereof, and the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by the owner of the reversionary rights or by any such owner of any part of said property or by the Association, but such reversion shall not affect or

impair the lien of any bona fide mortgage or deed of trust executed in good faith and for value; provided, however, that any subsequent owner of said part of said property shall be bound by the said restrictions, conditions, and covenants, whether title be obtained by foreclosure or at a trustee's sale, or otherwise.

Par. 173. (b) Each owner of any part of said property, for himself, his successors and assigns, hereby agrees and obligates himself, his successors and assigns, by this covenant running with said property, upon the execution of a deed conveying and transferring any part of said property, to insert in such deed each and all of the conditions, covenants of restriction, and other covenants, reservations, covenants for liens and charges, herein and hereby provided for, by proper reference to the same so as to expressly incorporate the same in such deed to the same legal effect as though the same were each and all expressly set forth in full in said deed; provided that the provisions of this paragraph (b) hereof shall become null and void as to any portion of said property from and after such time as a deed shall have been executed therefor under conditions subsequent as herein provided.

Par. 174. (c) Furthermore, each owner of any part of said property, for himself, his successors and assigns, hereby agrees and obligates himself, his successors and assigns, by this covenant running with said property, upon the execution of such deed, to forthwith convey and transfer to the Association all the right, title and interest reserved to him, his successors and assigns, under and by virtue of the said conditions and/or covenants of restriction as a part of said conditions, inclusive of the rights of reentry and/or the right of reversion of title upon breach of said conditions and/or covenants of restriction, or any of them, to the end that said Association, as the holder and owner of such reversionary rights, may exercise the powers and obligations granted to and imposed upon it by the provisions of this instrument.

Par. 175. (d) (As amended in 1930). Anything to the contrary in this section notwithstanding no right of reversion shall exist as to a breach for any of the following causes, namely, non-payment of assessments and/or violation or breach of the provisions of Sections 5, 6, 10 and 15 of Article I hereof, but every other remedy herein provided shall apply to any and all such breaches.

Par. 176. (e) (As amended in 1939). There shall be no forfeiture of any property for breach of any covenant provision until ninety (90) days after a preliminary judicial decree declaring that such property is subject to forfeiture, and there shall be no final decree of forfeiture if during such ninety day period the acts or conduct constituting the grounds for forfeiture shall have been discontinued, or the property shall otherwise have been brought into conformity with the Covenant.

Par. 177. Section 7 (As amended in 1930). **Violation of Conditions.** The violation of any of the restrictions or conditions or the breach of any of the covenants hereby established or provided for shall also give to the Association the right, upon ten days written notice to the owner charged with such violation and/or breach specifying in detail the alleged violations and after public hearing before the Board of Directors at the time and place fixed in said notice and on the entry of written findings by the Board setting forth what the violations consist of, to enter upon the property upon or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning hereof, unless the breach or breaches specifically set forth in the written findings of the Board are cured within ten days from and after the entry of such findings; and the undersigned property owners and the owners of said property or of any part thereof and their successors in interest or the Association shall not thereby be deemed guilty of any manner of trespass for such entry abatement or removal.

Par. 178. Section 8. **Violation Constitutes Nuisance.** Every act of omission, whereby any restriction, condition or covenant is this covenant set forth, is violated in whole or in part, is declared to be and shall constitute a nuisance and may be abated by the undersigned owners and the owners of said property or of any part thereof or their and each of their successors in interest and/or by the Association and/or by any lot owner subject to the jurisdiction of the Association; and such remedy shall be deemed cumulative and not exclusive.

Par. 179. Section 9. **Construction and Validity of Restrictions.** All of said restrictions, conditions, covenants, reservations, liens and charges contained or provided for in this covenant shall be construed together, but if it shall at any time be held that any one of said restrictions, conditions, covenants, reservations, liens or charges or any part thereof, is invalid, or for any reason becomes unenforceable, no other restrictions, condition, covenant, reservation, lien or charge or any part thereof shall be thereby affected or impaired; and each owner of any part of said property, his successors, heirs, and/or assigns, shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this covenant, irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase shall be declared invalid.

Par. 180. Section 10. **Interpretation and Enforcement by the Association.** The Association in its own name so far as it may lawfully do and/or in the name of any lot or parcel owner subject to its jurisdiction, shall interpret and/or enforce any or all restrictions, conditions, covenants, reservations, liens, charges and agreements herein or at any time created for the benefit of the said property or of any property which may thereby be expressly made subject to its jurisdiction by the owners thereof, or to which said lots or any of them may at any time be subject. In case of uncertainty as to meaning of said provisions or of any provisions of this covenant, the Association shall (except as otherwise provided herein and except as to the provisions of Article III hereof which shall be interpreted by the Art Jury) in all cases interpret the same and such interpretation shall be final and conclusive upon all interested parties.

Par. 181. Section 11. **Right to Enforce.** The provisions contained in this covenant shall bind and inure to the benefit of and be enforceable by any undersigned property owner, by the Association, and/or by the owner or owners of any portion of any land at any time under the jurisdiction of the Association, their and each of their legal representatives, heirs, successors and assigns and failure by the undersigned, the Association or any such property owner, or their legal representatives, heirs, successors, or assigns to enforce any of such restrictions, conditions, covenants, reservations, liens or charges shall in no event be deemed a waiver of the right to do so.

Par. 182. Section 12. **Exceptions.** Any portion of the said property or any interest therein, title to which is acquired by the State of California and/or the United States of America and/or by any public authority, may with the written approval of the Association, or its successors in interest to the reversionary rights provided herein, and the Art Jury, be specifically exempted from any or all of the provisions herein except the provisions of Article I hereof.

Par. 183. Section 13. **Void After July 1, 1930, Unless Owners of 5000 Acres Sign.** Anything to the contrary herein notwithstanding, this covenant shall on July 1, 1930, become null and void, and of no effect, unless on or before said date fee owners and/or contract purchasers, exclusive of encumbrance owners, of a total of not less than 5000 acres of record title of property within said Rancho Santa Fe, shall have been made parties of record hereto either by execution of this instrument or by separate acceptance thereof as herein provided, filed for record with said County Recorder. (Not applicable to Tract 2089 - See pages 42 and 43.)

Par. 184. Section 14. If for any reason any owner of hereinbelow described parcels shall fail to sign this covenant, nevertheless the same shall be binding and enforceable as to all of its provisions upon each and every parcel of land and the owner thereof who signs the same.

Par. 185. Section 15 (Added in 1930). All notices required under this covenant must be given in writing by depositing the same in the U.S. Mail, postage prepaid, properly addressed to the person to whom it is to be delivered at his last known address as the same appears upon the books and records of the Association.

ARTICLE VI

Local Protective Restrictions

Par. 186. Section 1. **Uses of the Property, Class A Districts.** The following portions of said property are hereby established as Residence Districts of Class A as defined and limited herein:

Par. 187. All of said property, except as otherwise provided; and provided further:

(1) That the following portions of said property may also be used for a golf course, park, public or private club:

Block 18, Lots 1 to 4 inclusive, 6 to 12 inclusive, 14 and 15.

Block 19, Lots 1 to 4 inclusive.

Block 25, Lots 1, 2 and 3.

Block 26, all.

(2) That the following portions of said property may be used for the quarrying or taking out of sand, gravel or rock:

Block 48, Lot 10.

Block 44, Lot 1.

(3) That the following portions of said property may be used and subdivided as follows:

Block 2, Lots 1 and 2, not to exceed 15 building sites.

Block 11, Lot 1, not to exceed 3 building sites.

Block 30, Lots 3 and 4, not to exceed 3 building sites per acre.

All the remainder of said herein described property in Residence Districts of Class A, not to exceed 1 building site per acre.

and provided further that with the written approval of the Association as provided in Section 2 of Article II hereof a greater number of building sites may be used or subdivided.

Par. 188. Class B Districts. (b) The following portions of said property are hereby established as Residence Districts of Class B, as defined and limited herein:

(1) Block 18, in Lot 16, all that portion thereof lying not more than 192 feet from the centre line of El Tordo and not less than 120 feet from the centre line of La Granada extended northwesterly.

(2) Block 30, in Lot 3, all that portion thereof lying not more than 160 feet from the centre line of La Flecha and not less than 140 feet from the centre line of La Granada extended southeasterly.

(3) Block D, all that herein described portion thereof lying not less than 120 feet northeasterly of the centre of La Granada.

(4) Block E, all that portion thereof lying not less than 140 feet northeasterly of the centre line of La Granada.

Par. 189. Class C Districts. (c) The following portions of said property are hereby established as residence districts of Class C as defined and limited herein:

- (1) Block 26, Lot 6, all that portion thereof lying not more than 192 feet from the centre line of El Tordo nor more than 212 feet from the centre line of Linea del Cielo, excepting therefrom the property owned by Santa Fe Irrigation District.
- (2) Block 31, Lot 1, all that herein described portion thereof lying not more than 182 feet from the centre line of La Gracia or La Flecha.
- (3) Block 32, Lots 1, 2, 3, 7 and 8.
- (4) Block G, Lot 6.

Par. 190. Class D Districts. (d) The following portions of said property are hereby established as business districts of Class D as defined and limited herein.

- (1) Block 18, Lots 16 and 17, all that portion thereof lying not more than 130 feet from the centre line of El Tordo nor more than 120 feet northeasterly from the centre line of La Granada extended northwesterly.
- (2) Block C, all thereof northeasterly of a line drawn parallel to and 160 feet northeasterly from the centre line of Avenida de Acacias, provided that the existing school building at the corner of La Granada and Paseo Delicias may be used for a theater.
- (3) Block D, Lots 1 and 2.
- (4) Block E, Lots 1, 2, 23 and 24 and the southwesterly twenty feet of Lots 3 and 22.
- (5) Block F, all of the northwesterly half thereof, provided the present garage and oil station may be continued in use thereon but only for so long as said buildings are maintained without enlargement.
- (6) Block G, Lots 3, 4 and 5.

Par. 191. Class E Districts. (e) The following portions of said property are hereby established as business and public use districts of Class E as defined and limited herein:

- (1) Block C, all thereof southwesterly of a line parallel to and 160 feet northeasterly from the centre line of Avenida de Acacias.
- (2) Block G, Lots 1, 2, 10, 11 and 12.

Par. 192. Class F Districts. (f) The following portions of said property are hereby established as business and public use districts of Class F as defined and limited herein:

- (1) Block 30, Lot 3, all that portion thereof lying not more than 160 feet southeasterly from the centre line of La Flecha and not more than 140 feet northeasterly from the centre line of La Granada extended southeasterly.
- (2) Block F, the easterly quarter.

Par. 193. Class G Districts. (g) The following portions of said property are hereby established as business and public use districts of Class G as defined and limited herein.

- (1) Block 30, Lot 3, all that portion thereof between Via de Santa Fe and La Granada extended southeasterly and lying not more than 142 feet from the centre line of La Flecha.
- (2) Block F, the southerly one-quarter.

Par. 194. Class H Districts. (h) The following portions of said property are hereby established as business and public use districts of Class H as defined and limited herein:

- (1) Blocks A, B, and H.

Par. 195. Section 2. Type 1 Architecture Districts. (a) The following portions of said property are hereby established as Type 1 Architecture Districts, as defined and limited herein:

Par. 196. All of said property not otherwise established.

Par. 197. Type II Architecture Districts. (b) The following portions of said property are hereby established as Type II Architecture Districts, as defined and limited herein:

Par. 198. All of said property in Districts of Classes B, C, D, E, F, G, H, J, K, and L.

Par. 199. Section 3. Minimum Cost of Buildings. (a) No building or structure exclusive of accessory outbuildings shall be erected, placed or maintained upon any building site embracing any of the following parcels of said property herein described or any portion or portions of said parcels, which, including a reasonable profit of builder, shall cost or be of the value of less than the sum set opposite said parcel in the following list, to-wit:

Lot 1, Block 2, \$10,000.
Lot 2, Block 2, \$6,000.
Lot 1, Block 4, \$8,000.
Lot 2, Block 4, \$8,000.
Lot 3, Block 4, \$8000.
Lot 1, Block 6, \$10,000.
Lot 2, Block 6, 10,000.
Lot 4, Block 6, \$10,000.
Lot 5, Block 6, \$10,000.
Portion Lot 2, Block 10, \$6,000.
Portion Lot 3, Block 10, \$6,000.
Portion Lot 9, Block 10, \$6,000.
Lot 1, Block 11, \$10,000.
Portion Lot 2, Block 12, \$8,000.
Lot 1, Block 14, \$8,000.
Lot 3, Block 14, \$8,000.
Lot 4, Block 14, \$8,000.
Lot 2, Block 15, \$8,000.
Lot 3, Block 15, \$8,000.
Portion Lot 1, Block 17, \$10,000.
Lot 16, Block 18, \$6,000.
Lot 17, Block 18, \$6,000.
Portion Lot 1, Block 19, \$6,000.
Lot 2, Block 19, \$6,000.
Lot 3, Block 19, \$6,000.
Lot 4, Block 19, \$6,000.
Lot 3, Block 20, \$8,000.
Lot 4, Block 20, \$8,000.
Lot 3, Block 21, \$8,000.
Lot 4, Block 21, \$8,000.
Lot 5, Block 21, \$8,000.
Portion Lot 6, Block 21, \$8,000.
Lot 2, Block 22, \$8,000.
Portion Lot 4, Block 22, \$8,000.
Lot 6, Block 22, \$10,000.
Lot 1, Block 23, \$8,000.
Lot 2, Block 23, \$8,000.
Lot 3, Block 23, \$8,000.
Lot 4, Block 23, \$8,000.
Lot 1, Block 24, \$10,000.

Lot 2, Block 24, \$10,000.
Lot 3, Block 24, \$10,000.
Portion Lot 7, Block 24, \$10,000.
Lot 8, Block 24, \$10,000.
Lot 9, Block 24, \$10,000.
Lot 10, Block 24, \$10,000.
Portion Lot 11, Block 24, \$10,000.
Lot 1, Block 25, \$8,000.
Lot 2, Block 25, \$8,000.
Lot 3, Block 25, \$8,000.
Portion of Lot 2 in Block 27, \$15,000.
Portion of Lots 6, 7 and 8 in Block 27, \$10,000.
Portion of Lot 4, Block 27, \$10,000.
Lot 1, Block 29, \$7,500.
Portion Lot 3, Block 30, \$6,000.
Portion Lot 4, Block 30, \$6,000.
Portion Lot 1, Block 31, \$6,000.
Portion Lot 2, Block 31, \$6,000.
Portion Lot 3, Block 31, \$6,000.
Lot 1, Block 32, \$6,000.
Portion Lot 2, Block 32, \$6,000.
Lot 7, Block 32, \$8,000.
Portion Lot 8, Block 32, \$10,000.
Portion Lot 9, Block 32, \$6,000.
Portion Lot 14, Block 33, \$8,000.
Lot 1, Block 34, \$6,000.
Lot 2, Block 34, \$6,000.
Lot 3, Block 34, \$8,000.
Lot 4, Block 34, \$6,000.
Lot 5, Block 34, \$8,000.
Lot 6, Block 34, \$6,000.
Lot 7, Block 34, \$6,000.
Lot 8, Block 34, \$6,000.
Lot 1, Block 35, \$4,000.
Lot 2, Block 35, \$4,000.
Lot 3, Block 35, \$4,000.
Lot 4, Block 35, \$6,000.
Lot 5, Block 35, \$6,000.
Lot 1, Block 36, \$6,000.
Lot 2, Block 36, \$6,000.
Lot 3, Block 36, \$6,000.
Portion Lots 5 and 6, Block 36, \$6,000.
Lot 9, Block 37, \$6,000.
Lot 10, Block 37, \$6,000.
Lot 11, Block 37, \$6,000.
Lot 12, Block 37, \$6,000.

Lot 14, Block 37, \$6,000.
Lot 15, Block 37, \$6,000.
Lot 16, Block 37, \$6,000.
Lot 17, Block 37, \$6,000.
Lot 18, Block 37, \$6,000.
Lot 19, Block 37, \$6,000.
Lot 20, Block 37, \$6,000.
Lot 21, Block 37, \$6,000.
Lot 23, Block 37, \$6,000.
Lot 24, Block 37, \$6,000.
Lot 25, Block 37, \$6,000.
Lot 26, Block 37, \$6,000.
Lot 27, Block 37, \$6,000.
Lot 28, Block 37, \$6,000.
Lot 29, Block 37, \$6,000.
Lot 1, Block 43, \$8,000.
Lot 2, Block 43, \$8,000.
Lot 3, Block 43, \$8,000.
Lot 4, Block 43, \$8,000.
Lot 5, Block 43, \$8,000.
Portion Lot 6, Block 43, \$8,000.
Portion Lot 1, Block 44, \$15,000.
Lot 2, Block 47, \$6,000.
That portion Lot 10, Block 47 (fronting Camino Viejo), \$3,500.
That portion Lot 10, Block 47 (fronting Los Planideros), \$7,500.
Lot 11, Block 47, \$10,000.
That portion Lot 12, Block 47 (fronting Los Planideros), \$7,500
That portion Lot 12, Block 47 (fronting Via de la Valle), \$3,500.
Lot 6, Block 48, \$10,000.
Lot 7, Block 48, \$10,000.
Lot 8, Block 48, \$10,000.
Portion Lot 9, Block 48 (fronting Los Planideros), \$10,000.
Portion Lot 9, Block 48 (fronting Via de la Valle), \$3,500.
Lot 10, Block 48, \$3,500.
Lot 11, Block 48, \$3,500.
Lot 12, Block 48, \$3,500.
Lot 14, Block 48, \$3,500.
Any portion of Block C, \$6,000.
Any portion of Block D, \$6,000.
Any portion of Block E, \$6,000.
Any portion of Block F, \$6,000.
Any portion of Block G, \$6,000.
Any portion of Block J, \$8,000.

Par. 200. The word “portion” as used in this section shall be taken to be the respective portion of the lot above indicated as described at the end of this covenant.

Par. 201. Section 4. Building and Set-Back Lines. No building or part thereof, including porches, except steps, balconies, or other architectural features approved by the Art Jury shall, except as otherwise herein specified, be erected, placed, permitted or maintained on said property nearer any street than the distance set after each parcel as follows:

Par. 202. (a) For all property abutting upon a Major Traffic Street, not less than eighty-two (82) feet from the centre line of said major traffic street, in a residence district of Class A; the major traffic streets of Rancho Santa Fe are hereby established and declared to be as follows:

- (1) Via de la Valle from the south limit of Rancho Santa Fe to Paseo Delicias.
- (2) Linea del Cielo from the west limits of Rancho Santa Fe to El Tordo.
- (3) La Orilla from west limits of Rancho Santa Fe to Rambla de las Flores.
- (4) Rambla de las Flores from La Orilla to La Valle Real.
- (5) La Valle Real from Rambla de las Flores to Avenida de Acacias, and the extension thereof to a connection with La Granada.
- (6) Avenida de Acacias from La Valle Real to San Elijo.
- (7) San Elijo from Avenida de Acacias to El Montevideo.
- (8) El Montevideo from Paseo Delicias to Via de Fortuna.
- (9) Via de Fortuna from El Montevideo to El Camino del Norte.
- (10) El Camino del Norte from the west limits of Rancho Santa Fe to Paseo Delicias.
- (11) Paseo Delicias from El Tordo to El Camino del Norte.
- (12) El Escondido from Paseo Delicias to the east limits of Rancho Santa Fe.
- (13) Via de Santa Fe from Via de la Valle to its connection with La Granada.

Par. 203. Excepting from the provisions of this paragraph (a) the following lots:

Par. 204. (b) except where an arcade is built, as provided in paragraph (c) of this section, for property abutting on Civic Center Traffic Streets, as follows:

- (1) From the centre line of El Tordo, between Linea del Cielo and Paseo Delicias; not less than 46 feet.
- (2) From the centre line of Paseo Delicias, between Avenida de Acacias and El Tordo:
On both sides, not less than 45 feet except on the northwesterly side between a line drawn parallel to and 80 feet northeasterly from the centre line of Avenida de Acacias and a line parallel to and 100 feet southwesterly from the centre line of La Granada, where it shall be not less than 60 feet.
- (3) From the centre line of La Flecha, between a point 140 feet northeasterly of the centre line of La Granada and Paseo Delicias, not less than 46 feet.
- (4) From the centre line of La Granada, extended southeasterly from La Flecha into Via de Santa Fe, on the southwesterly side 28 feet and on the northeasterly side 52 feet.
- (5) From the centre line of La Granada, between La Flecha and Paseo Delicias:
In the northeasterly side, not less than 56 feet.
On the southwesterly side, not less than 36 feet.
- (6) From the centre line of La Granada, between Paseo Delicias and El Tordo:
On the northeasterly side, not less than 35 feet.
On the southwesterly side, not less than 56 feet.
- (7) From the centre line of La Granada extended 130 feet northwesterly from the centre line of El Tordo:
On the northeasterly side, not less than 36 feet.
On the southwesterly side, not less than 56 feet.

Par. 205. (c) The distance of the building setback lines as established in paragraph (b) above from the centre lines of the respective streets, may be reduced 16 feet, provided an arcade or colonnade be constructed and maintained with a sidewalk space on the curb level not less than 16 feet in depth from and adjoining the property line, nor less than ten (10) feet in height, except for columns, arches, piers or other architectural features approved by the Art Jury, and an easement for said arcade passages is hereby established, reserved, and granted in perpetuity to the Association, over and along the property abutting upon the following streets:

- (1) El Tordo, from Avenida de Acacias to 120 feet northeasterly of the centre line of La Granada, on both sides of said street.
- (2) Paseo Delicias, from Avenida de Acacias to La Granada, northwesterly side.
- (3) La Granada, from La Flecha to 130 feet northwesterly from the centre line of El Tordo, on both sides, except on Lot 24 in Block D.

Par. 206. (d) For the remainder of said property, sixty (60) feet from the centre line of any public street in a residence district of Class A.

Par. 207. Set-Backs From Side Lot Lines. (e) On every lot in a residence district of Class A a free space shall be left adjoining each of the side lot lines thereof, extending the full depth of the lot; and no building or part thereof, including porches, and steps, balconies or other architectural features approved by the Art Jury, shall be erected, permitted or maintained on or upon said free spaces of any lot in said property. The width of each of said free spaces measured at any point in the depth of the lot shall be not less than seven and one-half (7½) feet plus one-tenth (1/10) foot for each foot by which the width of the lot at that point exceeds fifty (50) feet up to a maximum required width of free space of twenty (20) feet; provided, however, that the width of free space on one side of a lot may be reduced by not more than one third (1/3) of the width above required if the width of the free space on the opposite side of the lot is at all points greater than the width above required by a proportionate amount. Provided that the provisions of this paragraph shall not apply to the common lot line between lots used jointly as one building site, or as to which an approved partywall agreement exists, as provided in paragraph (c) of section 21 or Article IV, hereof.

Par. 208. (e) If the width, or set back lines of any lot be difficult of determination by reason of its irregular shape or otherwise, or if the extent or location of the free spaces required herein be uncertain, the Building Commissioner of the Association shall in all cases determine what are to be deemed the width and set-back lines of such lot and the extent and location of such free spaces and such determination in respect thereto shall be final.

Par. 209. (f) Variations in Set-Back Lines. Anything to the contrary herein notwithstanding, the right and power is expressly established and granted to the Association, and its successors in interest, on account of the irregular topography in said property, the difficulty of making garages accessible to the street, and other unforeseen conditions which may work undue hardship in certain cases, to make by written agreement with the owner or owners of any building site in said property reasonable variations in the set-back distances herein or hereafter established, provided said variations are not, in the opinion of the Art Jury, injurious or undesirable to the neighborhood in which they occur, and the approval of the Art Jury be given thereto in writing; and provided further that gate lodges may, with the approval of the Art Jury, be constructed and maintained on or adjoining the street line.

DECLARATION NO. 2 OF ESTABLISHMENT
of

Local Protective Restrictions, Conditions, Covenants, Reservations, Liens and Charges Affecting
the Property Known as
TRACT 2089

A Resubdivision of Block 18, Rancho Santa Fe, Which Is Situated in the County of San Diego in
the State of California

(Recorded April 17th, 1928, in Book 1447, Page 468, of Official
Records of San Diego County, California)

PREAMBLE

DECLARATION made on this 14th day of April, 1928, by Santa Fe Land Improvement Company, hereinafter referred to as the "Company," corporation organized and existing under and by virtue of the laws of the state of California:

WHEREAS, said Company is owner of a certain tract of land in the County of San Diego, State of California, known as Tract Number 2089, of said County, as per Map recorded January 30th, 1928, as Map No. 2089, filed in the Office of the Recorder of the County of San Diego, State of California; and

WHEREAS, said Company and others did on the 9th day of February, 1928, file in the office of the said County Recorder, in Book 1412, Pages 436 et seq., of Official Records of said County a certain Declaration No. 1 of Establishment of Basic Protective Restrictions, et cetera, known and hereinafter referred to as "Rancho Santa Fe Protective Covenant"; and

WHEREAS, said Company desires to subject the land in said Tract Number 2089 to certain local protective restrictions, conditions, covenants, liens and charges in addition to those set forth in said Rancho Santa Fe Protective Covenant, as hereinafter set forth; and

WHEREAS, the power to interpret and enforce certain of the conditions, restrictions, and charges set forth in this Declaration is to reside in Rancho Santa Fe Association, a non-profit, cooperative association organized and existing under and by virtue of the laws of the State of California, and in Rancho Santa Fe Art Jury, created and established as provided in said Rancho Santa Fe Protective Covenant:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Company hereby certifies and declares that, anything to the contrary in section 13 of Article V of said Rancho Santa Fe Protective Covenant notwithstanding, all of the terms and provisions of said Rancho Santa Fe Protective Covenant recorded in Book 1412, pages 436 et seq., of Official Records in the Office of the Recorder of the County of San Diego, State of California, except said Section 13 of Article V thereof, and of this Declaration shall be and remain in full force and effect from the date hereof and from and after July 1st, 1930, as to all of the land in said Tract Number 2089, as per Map No. 2089, filed January 30th, 1928, in the Office of said Recorder, regardless of whether or not on or before July 1st, 1930, the fee owners, and/or contract purchasers, exclusive of encumbrance owners, of a total of 5000 acres of record title of property within said Rancho Santa Fe shall have been made parties of record to said Rancho Santa Fe Protective Covenant; and that in addition and supplemental to the basic plan set forth in said Rancho Santa Fe Protective Covenant, it has established and does hereby establish the local plan for the protection, maintenance, development and improvement of said Tract Number 2089, and has fixed and does hereby fix the local protective restrictions, conditions, covenants, reservations, liens and charges upon and subject to which all lots, parcels and portions of said Tract Number 2089 shall be held, leased or sold and/or conveyed by it as such owner, each and all of which is and are for the benefit of all of said tract and of all property at any time subject to

Rancho Santa Fe Protective Covenant and of each owner of land therein and shall inure to and pass with said tract and each and every parcel of land therein and shall apply to and bind the respective successors in interest of the present owners thereof, and are and each thereof is imposed upon said realty as a servitude in favor of said property and of all property at any time subject to Rancho Santa Fe Protective Covenant and each and every parcel of land therein as the dominant tenement or tenements, as follows, to-wit:

ARTICLE I

Local Protective Restrictions

Par. 210. Section 1. Uses of Property, Class A Districts. (a) The following portions of property in said Tract Number 2089 are hereby established as residence districts of Class A as defined and limited in said Rancho Santa Fe Protective Covenant:

Par. 211. All of said property, except as otherwise provided in this section, provided that each of said lots in said Tract may be used as one building site only.

Par. 212. Class B Districts. (b) The following portions of said Tract are hereby established as residence districts of Class B, as defined and limited in said Rancho Santa Fe Protective Covenant:

Lots 136, 137 and 138.

Par. 213. Class D Districts. (c) The following portions of said Tract are hereby established as business districts of Class D, as defined and limited in said Rancho Santa Fe Protective Covenant:

Lots 129 to 134, inclusive,

provided that an arcaded passage shall be constructed as part of buildings on said lots, with size and location as provided in Section 4, Art. VI, of said Rancho Santa Fe Protective Covenant.

Par. 214. Class H Districts. (d) The following portions of said Tract are hereby established as business and public use districts of Class H, as defined and limited in said Rancho Santa Fe Protective Covenant:

Lots 27, 45, 61, 80, 107 and Lots 139 to 148, inclusive,

provided that Lot 145 shall never be used for any purpose other than a golf course, park or recreation field, except with the approval in writing duly acknowledged and filed for record in the office of said County Recorder signed by the owner of each and every lot or parcel touching or adjoining said Lot 145 in any part, excepting a public road.

Par. 215. Section 2. Type II Architecture Districts. (a) The following portions of said property are hereby established as Type II Architecture Districts, as defined and limited in said Rancho Santa Fe Protective Covenant;

Par. 216. All of said property not otherwise established herein.

Par. 217. Section 3. Minimum Cost of Buildings. (a) No building or structure exclusive of accessory outbuildings, shall be erected, placed or maintained upon any building site embracing any of the following parcels of said property herein described or any portion or portions of said parcels, which, including a reasonable profit of builder, shall cost or be of the value of less than the sum set opposite said parcel in the following list, to-wit:

Lot 18, \$20,000	Lot 22, \$12,000	Lot 37, \$10,000
Lot 19, \$15,000	Lot 23, \$10,000	Lot 38, \$10,000
Lot 20, \$15,000	Lot 24, \$10,000	Lot 39, \$12,000
Lot 21, \$12,000	Lot 25, \$10,000	Lot 40, \$12,000

Lot 26, \$10,000	Lot 78, \$10,000
Lot 28, \$10,000	Lot 79, \$10,000
Lot 29, \$10,000	Lot 81, \$10,000
Lot 30, \$10,000	Lot 82, \$10,000
Lot 31, \$10,000	Lot 83, \$10,000
Lot 32, \$10,000	Lot 84, \$10,000
Lot 33, \$10,000	Lot 85, \$10,000
Lot 34, \$10,000	Lot 86, \$10,000
Lot 35, \$10,000	Lot 87, \$10,000
Lot 36, \$10,000	Lot 88, \$10,000
Lot 41, \$12,000	Lot 89, \$10,000
Lot 42, \$12,000	Lot 90, \$10,000
Lot 43, \$15,000	Lot 91, \$10,000
Lot 44, \$15,000	Lot 92, \$15,000
Lot 46, \$15,000	Lot 93, \$10,000
Lot 47, \$20,000	Lot 94, \$10,000
Lot 48, \$20,000	Lot 95, \$12,000
Lot 49, \$15,000	Lot 96, \$12,000
Lot 50, \$12,000	Lot 97, \$12,000
Lot 51, \$15,000	Lot 98, \$10,000
Lot 52, \$12,000	Lot 99, \$10,000
Lot 53, \$20,000	Lot 100, \$10,000
Lot 54, \$12,000	Lot 101, \$ 8,000
Lot 55, \$12,000	Lot 102, \$ 8,000
Lot 56, \$20,000	Lot 103, \$ 8,000
Lot 57, \$12,000	Lot 104, \$ 8,000
Lot 58, \$10,000	Lot 105, \$ 8,000
Lot 59, \$10,000	Lot 106, \$ 8,000
Lot 60, \$20,000	Lot 108, \$10,000
Lot 62, \$10,000	Lot 109, \$ 8,000
Lot 63, \$10,000	Lot 110, \$ 8,000
Lot 64, \$20,000	Lot 111, \$ 8,000
Lot 65, \$15,000	Lot 112, \$ 8,000
Lot 66, \$15,000	Lot 113, \$ 8,000
Lot 67 \$ 7,500	Lot 114, \$10,000
Lot 68, \$15,000	Lot 115, \$10,000
Lot 69, \$ 7,500	Lot 116, \$ 6,000
Lot 70, \$15,000	Lot 117, \$ 6,000
Lot 71, \$10,000	Lot 118, \$ 6,000
Lot 72, \$ 7,500	Lot 119, \$ 6,000
Lot 73, \$ 7,500	Lot 120, \$ 6,000
Lot 74, \$10,000	Lot 121, \$ 6,000
Lot 75, \$10,000	Lot 122, \$10,000
Lot 76, \$15,000	Lot 123, \$15,000
Lot 77, \$10,000	Lot 124, \$15,000

Lot 125, \$15,000	Lot 132, \$ 6,000
Lot 126, \$15,000	Lot 133, \$ 6,000
Lot 127, \$ 6,000	Lot 134, \$ 6,000
Lot 128, \$ 6,000	Lot 135, \$ 6,000
Lot 129, \$ 6,000	Lot 136, \$ 6,000
Lot 130, \$ 6,000	Lot 137, \$ 6,000
Lot 131, \$ 6,000	Lot 138, \$ 6,000

Par. 218. Section 4. **Building Setback Lines.** No building or part thereof, including porches, except steps, balconies, or other architectural features approved by the Art Jury, shall, except as otherwise herein specified, be erected, placed, permitted or maintained on said property nearer any street or from the following mentioned established boundary line than the distance set after each parcel, as follows:

- (a) Not less than fifty (50) feet from Lot 145, except on Lots 85, 86, and 87, on which the setback shall be not less than fifteen (15) feet from Lot 145.
- (b) No building or structure shall be erected, constructed, altered or maintained on a portion of the following lots where such portion is less than sixty (60) feet in width: Lots 30, 34, 37, 51, 53, 54, 56, 57, 60, 108, 143.

Par. 219. Section 5. **Easements and Rights of Way.** (a) Easements and Rights of Way are hereby specifically reserved to the Company its successors and assigns, for the erection, construction, operation and maintenance of:

- (1) Poles, wires and conduits for the transmission of electricity for lighting, heating, power, telephone and other purposes and for the necessary attachments in connection therewith; and
- (2) Public and private sewers, storm water drains, land drains and pipes, water systems, water, heating and gas mains or pipes; and
- (3) Any other method of conducting and performing any public or quasi-public utility service or function beneath the surface of the ground.

Par. 220. (b) Such easements and Rights of Way are hereby specifically reserved on:

- (1) A five (5) foot strip on each side of the lot lines of each and every numbered lot in a Class A or B residence district in said Tract Number 2089,

provided that this subsection shall not apply to a lot line adjoining a street, walk or alley, or lot in a business and public use district of Class H.

- (2) In and over all streets, walks and alleys in said Tract Number 2089.

Par. 221. (c) An easement is specifically reserved by the Company and hereby granted to the Association to build and maintain a bridle trail upon and over that portion of the following lots lying along and within thirty-five (35) feet of the street on which said lots front, and to plant and maintain trees and shrubs thereon:

Lots 28, 29, 30, 31, 32, 33 and 34.

Par. 222. (d) No building or structure shall be erected, constructed, altered or maintained upon locations affected by said easements or rights of way provided that the Association may give temporary permits, revocable at any time, for structures covering such portions of any easement or right of way as in its opinion may not be necessary for other use during the time of said permits.

Par. 223. (e) Said easements shall at all times be open to the Company, its successors and assigns, and to the Association, who shall have the right of ingress and egress thereto and therefrom, and the right, privilege and easement of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements and rights of way are reserved and shall not thereby in any manner be deemed guilty of trespass; and the Company shall have the rights except as provided in paragraph (c) hereof at any time to convey or, with the written approval of the Association, to extinguish such easements and rights of way as to any or all of said property.

Par. 224. (f) The right is expressly reserved to the Company, its successors and assigns, to suspend, use, maintain and replace over any portion of any lot in said tract within five and one-half (5½) feet from any lot line or the line of any easement herein reserved to said Company, wires, cross-arms, and appurtenances for conveying electric energy to be used for light, heat, power or other purposes, and use the same for such purposes, together with the right to alter the same in such manner as the requirements of the Company, its successors and assigns, may from time to time demand. No poles are to be placed within the space where such right to overhang is reserved. The Company, its successors and assigns, and its and their agents and employees, shall at all times have free access to said wires, cross-arms and appurtenances for the purpose of repairing, removing, maintaining and operating the same.

Par. 225. Section 6. **Title to Streets Reserved.** No title to land in any street, walk or alley is intended to be conveyed to purchasers of any property except where expressly so stated in deeds.

Par. 226. Section 7. **Street Grades and Fills.** The Company reserves the right to make such cuts and fills as are necessary to grade the streets or private ways, whether dedicated or not dedicated, within the boundaries thereof, in accordance with such grades as it may establish, including the right so far as is reasonable and proper for the necessary support and protection of streets so graded, to slope upon abutting lots, and may assign said rights or any of them to the Association.

Par. 227. Section 8. **Drilling for Oil Prohibited.** No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of said property, nor shall any oil, natural gas, petroleum, asphaltum, or hydro-carbon products or substances be produced or extracted therefrom.

Par. 228. Section 9. **Wires Underground** All the electric light and telephone connections from building to main trunk lines in streets, alleys or along private rights of way shall be installed in underground conduits. No wireless aerial or other overhead wires shall be strung or maintained except with the special written approval on a temporary revocable permit issued by the Association.

Par. 229. Section 10. **Duration of Restrictions.** All of the restrictions, conditions, covenants, reservations, liens, and charges set forth or provided for in this covenant, and in Rancho Santa Fe Protective Covenant, shall continue and remain in full force and effect at all times against said property and the owners thereof, subject to the right of change or modification provided for in Section 11 of this Article, until January 1, 1973, and shall as then in force be continued automatically and without further notice from that time for a period of twenty years and

thereafter for successive periods of twenty years each without limitations, unless within the six months prior to January 1, 1973, or within the six months prior to the expiration of any successive twenty-year period thereafter, a written agreement executed by the then record owners of more than two-thirds in area of said property, exclusive of streets, parks and open spaces, be placed on record in the office of said County Recorder, by the terms of which agreement any of said conditions, restrictions, covenant, reservations, liens or charges are changed, modified, or extinguished in whole or in part as to all or any part of the property subject thereto, in the manner and to the extent therein provided. In the event that any such written agreement of change or modification be duly executed and recorded, the conditions, restrictions, covenants, reservations, liens and charges as therein modified shall continue in force for successive periods of twenty years each unless and until further changed, modified or extinguished in the manner herein provided.

Par. 230. Section 11. Modification of Other Restrictions. Any of the conditions, restrictions, covenants, reservations, liens or charges set forth herein, or hereafter established in any declaration, acceptance or covenant of additional restrictions or deed, contract of sale, or lease, approved by the Association as herein provided, and filed for record with said County Recorder, applicable to any part of said property, unless otherwise provided therein, may be changed or modified by written instrument duly executed and placed of record by the Association and the owner or owners of record and two-thirds in area of the property directly subject to said change or modification; provided, however, that no such change or modification shall be made without the written consent duly executed and recorded of the owners of record of not less than two-thirds in area of all of said property held in private ownership within five hundred (500) feet in any direction from the property concerning which a change or modification is sought to be made, and provided further that this shall not be construed as requiring the consent of the owners of any property not under jurisdiction of the Association; and also provided that any approval given thereto by the Association shall not be valid unless and until the Board of Directors shall first have had a public hearing thereon.

Par. 231. Section 12. Annexation of Additional Property. If at any time the owner or owners under deed or under a contract to purchase lands contiguous and/or adjacent, and/or within reasonable distance of said property shall agree to hold, sell and convey such land subject to restrictions, conditions, covenants, reservations, liens, or charges set forth in a covenant executed by such owner or owners and approved in writing by the Association and the Art Jury, and thereafter recorded in the office of said County Recorder, the Association and the Art Jury shall then and thereafter have power to do and perform any and all of the acts, to fix, impose and collect charges, assessments and dues from the owners of said lands as therein provided and to grant said owners membership in the Association as therein agreed to; provided, however, that the Art Jury shall be given full jurisdiction over all lands and property over which the Association may at any time have jurisdiction.

Par. 232. Section 13. Reversion of Title. Each and all of said restrictions, conditions, covenants, reservations, liens and charges is and are for the benefit of each owner of land (or any interest therein), in said property and they and each thereof shall inure to and pass with each and every parcel of said property, shall apply to and bind the respective assigns and successors in interest of the Company. Each grantee of the Company of any part or portion of the said property by acceptance of a deed incorporating the substance of this declaration either by setting it forth or by reference therein, accepts the same subject to all of such restrictions, liens and charges, and the jurisdiction, rights and powers of the Art Jury and of the Association. A breach

of any of the restrictions, conditions and covenants hereby established shall cause the real property upon which such breach occurs to revert to the Company or its successor in interest as owner of the reversionary rights herein provided for, and the owner of such reversionary rights shall have the right of immediate re-entry upon such real property, in the event of any such breach; and as to each lot owner in the said property, the said restrictions, conditions, and covenants shall be covenants running with the land, and the breach of any thereof, and the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by the owner of the reversionary rights or by any such owner of other lots or parcels in said property or by the Association, but such reversion shall not affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith, and for value; provided, however, that any subsequent owner of said property shall be bound by the said restrictions, conditions, and covenants, whether obtained by foreclosure or at trustee's sale, or otherwise.

Par. 233. Section 14. **Violation of Conditions.** The violation of any of the restrictions or conditions or breach of any of the covenants hereby established or provided for shall also give to the Association the right to enter upon the property or upon or as to which such violation or breach exists, and to summarily abate and remove at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the undersigned property owners and the owners of said property or of any part thereof and their successors in interest or the Association shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Par. 234. Section 15. **Violation Constitutes Nuisance.** Every act or omission, whereby any restriction, condition, or covenant in this covenant set forth, is violated in whole or in part, is declared to be and shall constitute a nuisance and may be abated by the undersigned owners and the owners of said property or of any part thereof or their and each of their successors in interest and/or by the Association and/or by any lot owner subject to the jurisdiction of the Association; and such remedy shall be deemed cumulative and not exclusive.

Par. 235. Section 16. **Construction and Validity of Restrictions.** All of said restrictions, conditions, covenants, reservations, liens and charges contained or provided for in this covenant shall be construed together but if it shall at any time be held that any one of said restrictions, conditions, covenants, reservations, liens or charges or any part thereof, is invalid, or for any reason becomes unenforceable, no other restriction, condition, covenant, reservation, lien or charge or any part thereof shall be thereby affected or impaired; and each owner of any part of said property, his successors, heirs, and/or assigns, shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this covenant, irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase shall be declared invalid.

Par. 236. Section 17. **Interpretation and Enforcement by the Association.** The Association in its own name so far as it may lawfully do so and/or in the name of any lot or parcel owner subject to its jurisdiction, shall interpret and/or enforce any or all restrictions, conditions, covenants, reservations, liens, charges and agreements herein or at any time created for the benefit of the said property or of any property which may thereby be expressly made subject to its jurisdiction by the owners thereof, or to which said lots or any of them may at any time be subject. In case of uncertainty as to meaning of said provisions or of any provisions of this covenant, the Association shall (except as otherwise provided herein) in all cases interpret the same and such interpretation shall be final and conclusive upon all interested parties.

Par. 237. Section 18. **Right to Enforce.** The provisions contained in this covenant shall bind and inure to the benefit of and be enforceable by any undersigned property owner, by the

Association, and/or by the owner or owners of any portion of land at any time under the jurisdiction of the Association, and/or by the owner or owners of any portion of any land at any time under the jurisdiction of the Association, their and each of their legal representatives, heirs, successors and assigns and failure by the undersigned, the Association or any such property owner, or their legal representatives, heirs, successors, or assigns to enforce any of such restrictions, conditions, covenants, reservations, liens, or charges shall in no event be deemed a waiver of the right so to do.

DECLARATION NO. 3 OF ESTABLISHMENT
OF
Local Protective Restrictions, Conditions, Covenants,
Reservations, Liens and Charges Affecting the Property Known as

TRACT 2129
Rancho Santa Fe, in the County of San Diego, State of California

PREAMBLE

DECLARATION made this 22nd day of November, 1928, by SANTA FE LAND IMPROVEMENT COMPANY, hereinafter called the "Company," a California corporation:

WHEREAS, the Company is owner of all of the numbered lots shown on the hereinafter mentioned Map No. 2129, except Lot 141 and Lot 19 adjoining Lot 150, in that certain tract of land in the County of San Diego, State of California, known as Tract Number 2129, as per Map recorded September 12th, 1928, as Map No. 2129, in the Office of the Recorder of the said County, hereinafter called the "Property"; and

WHEREAS, said Company and others did on the 9th day of February, 1928, file in the office of the said County Recorder, in Book 1412, Pages 436 et seq., of Official Records of said County a certain Declaration No. 1 of Establishment of Basic Protective Restrictions, etc., known as "Rancho Santa Fe Protective Covenant," and herein called the "Covenant"; and

WHEREAS, the Company did on the 17th day of April, 1928, file in the office of said County Recorder in Book 1447, page 468 of Official Records of San Diego County, California, a certain Declaration No. 2 of Establishment of Local Protective Restrictions; and

WHEREAS, said Company desires to subject all its land in said Tract Number 2129 to certain local protective restrictions, conditions, covenants, liens and charges in addition to those set forth in the Covenant, as hereinafter set forth; and

WHEREAS, the power to interpret and enforce certain of the conditions, restrictions, and charges set forth in this Declaration is to reside in the Rancho Santa Fe Association (hereinafter referred to as the Association), a California non-profit, cooperative association, and in Rancho Santa Fe Art Jury (hereinafter referred to as the Art Jury), created and established as provided in the Covenant:

DECLARATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Company hereby certifies and declares that, anything to the contrary notwithstanding in Section 13 of Article V of Said Rancho Santa Fe Protective Covenant Declaration No. 1, all of the terms and provisions of said Covenant recorded in Book 1412, pages 436 et seq., of Official Records in the

Office of the Recorder of the County of San Diego, State of California (except said Section 13 of Article V thereof), and of this Declaration shall be and remain in full force and effect from the date hereof and from and after July 1st, 1930, as to all of the land in said Tract 2129, as per Map No. 2129, filed September 12, 1928, in the Office of said Recorder, except Lot 141 and Lot 19 adjoining Lot 150 (hereinafter called the property) regardless of whether or not on or before July 1st, 1930, the fee owners, and/or contract purchasers, exclusive of encumbrance owners, of a total of 5000 acres of record title of property within said Rancho Santa Fe shall have been made parties of record to the Covenant; and that in addition and supplemental to the basic plan set forth in the Covenant, it has established and does hereby establish the local plan for the protection, maintenance, development and improvement of said Tract Number 2129 (except said Lots 141 and 19), and has fixed and does hereby fix the local protective restrictions, conditions, covenants, reservations, liens and charges upon and subject to which the same shall be held, leased or sold and/or conveyed by it as such owner, each and all of which is and are for the benefit of all of said tract and of all property at any time subject to the Covenant and of each owner of land therein and shall inure to and pass with said tract and each and every parcel of land therein and shall apply to and bind the respective successors in interest of the present owners thereof, and are and each thereof is imposed upon said realty as a servitude in favor of said property and of all property at any time subject to the Covenant and each and every parcel of land therein as the dominant tenement or tenements, as follows, to-wit:

ARTICLE I

Local Protective Restrictions

Par. 238. (Section 1). Uses of Property, Class A Districts. (a) The following portions of the property are hereby established as residence districts of Class A as defined and limited in the Covenant.

Par. 239. All of the property, except as otherwise provided in this section, provided that each of said lots may be used as one building site only except Lots 12 and 14 to 21 inclusive.

Par. 240. Class C Districts. (b) The following portions of the property are hereby established as residence districts of Class C. as defined and limited in the Covenant:

Lots 12 and 14 to 20, inclusive, and lot 147.

Par. 241. Class G. Districts. (c) The following portions of the property are hereby established as business districts of Class G, as defined and limited in the Covenant:

Lots 27 and 28.

Par. 242. Class H Districts. (d) The following portions of the property are hereby established as business and public use districts of Class H, as defined and limited in the Covenant:

Lots 21, 41, Lots 130 to 140 inclusive and

Lots 140 to 145 inclusive and

Lots 156, 157 and 159

provided that Lots 160, 161 and 162 shall never be used for any purpose other than a golf course, park or recreation field, except with the approval in writing duly acknowledged and filed for record in the office of the said County Recorder signed by the then owner of each of the following lots of said Tract:

Lots 22 to 24, inclusive;

Lots 45 to 48, inclusive;
Lots 75 to 79, inclusive;
Lots 98 to 100, inclusive;
Lots 115 to 121, inclusive.

Par. 243. Section 2. Types of Architecture Districts. Type I: The following portion of the property is hereby established as Type I Architecture District as defined and limited in the Covenant:

All of the land shown on Map 2129, except:
Lots 12 and 14 to 23 inclusive;
Lots 141 and Lot 19 adjacent to Lot 150.

Par. 244. Type II. The following portions of the property are hereby established as Type II Architecture Districts as defined and limited in the Covenant:

Lots 12 and 14 to 23, inclusive.

Par. 245. Section 3. Minimum Cost of Buildings. No building or structure exclusive of accessory outbuildings, shall be erected, placed or maintained upon any building site embracing any of the following parcels of the property or any portion or portions of said parcels, which, including a reasonable profit of builder, shall cost or be of the value of less than the sum set opposite said parcel in the following list, to-wit:

Lot 12, \$6,000.	Lot 43, \$7,500.
Lot 14, \$6,000.	Lot 44, \$7,500.
Lot 15, \$6,000.	Lot 45, \$7,500.
Lot 16, \$6,000.	Lot 46, \$7,500.
Lot 17, \$6,000.	Lot 47, \$7,500.
Lot 18, \$6,000.	Lot 48, \$7,500.
Lot 19, \$6,000.	Lot 49, \$7,500.
Lot 20, \$6,000.	Lot 50, \$7,500..
Lot 22, \$7,500.	Lot 51, \$7,500.
Lot 23, \$7,500.	Lot 52, \$7,500.
Lot 24, \$7,500.	Lot 53, \$7,500.
Lot 25, \$6,000.	Lot 54, \$ 7,500.
Lot 26, \$6,000.	Lot 55, \$ 7,500.
Lot 27, \$6,000.	Lot 56, \$ 7,500.
Lot 28, \$6,000.	Lot 57, \$ 6,000.
Lot 29, \$7,500.	Lot 58, \$ 7,500.
Lot 30, \$7,500.	Lot 59, \$10,000.
Lot 31, \$7,500.	Lot 60, \$10,000.
Lot 32, \$7,500.	Lot 61, \$ 7,500.
Lot 33, \$7,500.	Lot 62, \$ 6,000.
Lot 34, \$6,000.	Lot 63, \$ 7,500.
Lot 35, \$6,000.	Lot 64, \$ 6,000.
Lot 36, \$6,000.	Lot 65, \$ 7,500.
Lot 37, \$6,000.	Lot 66, \$ 7,500.
Lot 38, \$6,000.	Lot 67, \$ 7,500.
Lot 39, \$7,500.	Lot 68, \$ 7,500.
Lot 40, \$7,500.	Lot 69, \$ 7,500.
Lot 42, \$7,500.	Lot 70, \$ 7,500.

Lot 71, \$ 7,500.	Lot 106, \$ 7,500.
Lot 72, \$ 7,500.	Lot 107, \$ 7,500.
Lot 73, \$10,000.	Lot 108, \$ 7,500.
Lot 74, \$ 7,500.	Lot 109, \$ 6,000.
Lot 75, \$ 7,500.	Lot 110, \$ 6,000.
Lot 76, \$ 7,500.	Lot 111, \$ 6,000.
Lot 77, \$ 7,500.	Lot 112, \$ 7,500.
Lot 78, \$ 7,500.	Lot 113, \$ 7,500.
Lot 79, \$10,000.	Lot 114, \$ 7,500.
Lot 80, \$10,000.	Lot 115, \$10,000.
Lot 81, \$10,000.	Lot 116, \$ 7,500.
Lot 82, \$10,000.	Lot 117, \$ 7,500.
Lot 83, \$10,000.	Lot 118, \$ 7,500.
Lot 84, \$ 7,500.	Lot 119, \$ 7,500.
Lot 85, \$ 7,500.	Lot 120, \$ 7,500.
Lot 86, \$ 6,000.	Lot 121, \$ 7,500.
Lot 87, \$ 7,500.	Lot 122, \$ 7,500.
Lot 88, \$ 6,000.	Lot 123, \$ 8,000.
Lot 89, \$ 7,500.	Lot 124, \$ 7,500.
Lot 90, \$ 7,500.	Lot 125, \$ 7,500.
Lot 91, \$ 7,500.	Lot 126, \$ 8,000.
Lot 92, \$ 7,500.	Lot 127, \$10,000.
Lot 93, \$7,500.	Lot 128, \$10,000.
Lot 94, \$6,000.	Lot 129, \$10,000.
Lot 95, \$7,500.	Lot 146, \$ 6,000.
Lot 96, \$6,000.	Lot 148, \$ 6,000.
Lot 97, \$6,000.	Lot 149, \$ 8,000.
Lot 98, \$7,500.	Lot 150, \$10,000.
Lot 99, \$7,500.	Lot 151, \$ 7,500.
Lot 100, \$ 7,500.	Lot 152, \$ 7,500.
Lot 101, \$10,000.	Lot 153, \$ 7,500.
Lot 102, \$10,000.	Lot 154, \$ 6,000.
Lot 103, \$10,000.	Lot 155, \$ 7,500.
Lot 104, \$ 6,000.	Lot 156, Park.
Lot 105, \$ 6,000.	Lot 157, Park.

Par.246. Section 4. Building Setback Lines. No building or part thereof, including porches, except steps, balconies, or other architectural features approved by the Art Jury, shall, except as otherwise herein specified, be erected, placed, permitted or maintained on the property nearer any street or from the following mentioned established boundary line than the distance set after each parcel, as follows:

- (1) Not less than thirty (30) feet from any public road.
- (2) No building or structure shall be erected, constructed, altered or maintained on a portion of the following lots where such portion is less than sixty (60) feet in width: Lots 40, 62, 64, 87, 90, 94, 95, 122.

Par.247. Section 5. **Easements and Rights-of-Way.** (a) Easements and Rights-of-Way are hereby specifically reserved to the Company, its successors and assigns, for the erection, construction, operation and maintenance of:

- (1) Poles, wires and conduits for the transmission of electricity for lighting, heating, power, telephone and other purposes and for the necessary attachments in connection therewith;
- (2) Public and private sewers, storm water drains, land drains and pipes, water systems, water, heating and gas mains or pipes; and
- (3) Any other method of conducting and performing any public or quasi-public utility service or function beneath the surface of the ground.

Par.248. (b) Such Easements and Rights-of-Way are hereby specifically reserved on:

- (1) a five (5) foot strip on each side of the lot lines of each and every numbered lot in a Class A residence district in said tract,

provided that these subsections (a) and (b) shall not apply to a lot line adjoining a street, walk or alley, or to a lot in a business and public use district of Class G or H, or to Lots 151 to 155 inclusive, except for underground pipe lines or conduits on said Lots 151 to 155, and

- (2) In and over all streets, walks and alleys in said Tract.

Par.249. (c) An easements is specifically reserved by the Company and hereby granted to the Association to build and maintain a bridle trail upon and over that portion of the following lots lying along and within forty (40) feet of the street on which said lots front, and to plant and maintain trees and shrubs thereon:

Lots 64, 146, 94, 95, 153.

Par.250. (d) No building or structure shall be erected, constructed, altered or maintained upon locations affected by said easements or rights-of-way provided that the Association may give temporary permits, revocable at any time, for structures covering such portions of any easement or right-of-way as in its opinion may not be necessary for other use during the time of said permits.

Par.251. (e) Such easements shall at all times be open to the Company, its successors and assigns, and to the Association, who shall have the right of ingress and egress thereto and therefrom, and the right, privilege and easement of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements and rights-of-way are reserved and shall not thereby in any manner be deemed guilty of trespass; and the Company or its successors or assigns shall have the right at any time to convey or, with the written approval of the Association, to extinguish such easements and rights-of-way as to any or all of said property.

Par.252. (f) The right is expressly reserved to the Company, its successors and assigns, to suspend, use, maintain and replace over any portion of any lot in said tract within five and one-half (5½) feet from any lot line or the line of any easement herein reserved to said Company, wires, cross-arms, and appurtenances for conveying electric energy to be used for light, heat, power or other purposes, and use the same for such purposes, together with the right to alter the same in such manner as the requirements of the Company, its successors and assigns, may from time to time demand. No poles are to be placed within the space where such right to overhang is reserved. The Company, its successors and assigns, and its and their agents and employees, shall at all times have free access to said wires, cross-arms and appurtenances for the purpose of repairing, removing, maintaining and operating the same.

Par. 253. Section 6. **Title to Streets Reserved.** No title to land in any street, walk or alley is intended to be conveyed to purchasers of any property except where expressly so stated in deeds.

Par.254. Section 7. **Street Grades, Cuts and Fills.** The Company reserves the right for itself, its successors and assigns, to make such cuts and fills as are necessary to grade the streets or private ways, whether dedicated or not dedicated, within the boundaries thereof, in accordance with such grades as it may establish, including the right so far as is reasonable and proper for the necessary support and protection of streets so graded, to slope upon abutting lots, and may assign said rights or any of them to the Association.

Par.255. Section 8. **Drilling for Oil Prohibited.** No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of said property, nor shall any oil, natural gas, petroleum, asphaltum, or hydro-carbon products or substances be produced or extracted therefrom.

Par.256. Section 9. **Wires Underground.** All the electric light and telephone connections from building to main trunk lines in streets, alleys or along private rights-of-way shall be installed in underground conduits except that with the approval of the Association in writing overhead connections may be permitted. No wireless aerial or other overhead wires shall be strung or maintained except with the special written approval on a temporary revocable permit issued by the Association.

Par.257. Section 10. **Duration of Restrictions.** All of the restrictions, conditions, covenants, reservations, liens, and charges set forth or provided for in this covenant, and in the Covenant, shall continue and remain in full force and effect at all times against said property and the owners thereof, subject to the right of change or modification provided for in Section 11 of the Article, until January 1, 1973, and shall as then in force be continued automatically and without further notice from that time for a period of twenty years, and thereafter for successive periods of twenty years each without limitation, unless within the six months prior to January 1, 1973, or within the six months prior to the expiration of any successive twenty-year period thereafter, a written agreement executed by the then record owners of more than two-thirds in area of the property, exclusive of streets, parks and open spaces, be placed on record in the office of said County Recorder, by the terms of which agreement any of said conditions, restrictions, covenants, reservations, liens or charges are changed, modified or extinguished in whole or in part as to all or any part of the property subject thereto in the manner and to the extent therein provided. In the event that any such written agreement of change or modification be duly executed and recorded, the conditions, restrictions, covenants, reservations, liens and charges as therein modified shall continue in force for successive periods of twenty years each unless and until further changed, modified or extinguished in the manner herein provided.

Par.258. Section 11. **Modification of Other Restrictions.** Any of the conditions, restrictions, covenants, reservations, liens or charges set forth herein, or hereafter established in any declaration, acceptance or covenant of additional restrictions or deed, contract of sale, or lease, approved by the Association as herein provided, and filed for record with said County Recorder, applicable to any part of said property, unless otherwise provided therein, may be changed or modified by written instrument duly executed and placed of record by the Association and the owner or owners of record of two-thirds in area of the property directly subject to said change or modification; provided, however, that no such change or modification shall be made without the written consent duly executed and recorded of the owners of record of not less than two-thirds in area of all of the property held in private ownership within five

hundred (500) feet in any direction from the property concerning which a change or modification is sought to be made, and provided further that this shall not be construed as requiring the consent of the owners of any property not under jurisdiction of the Association; and also provided that any approval given thereto by the Association shall not be valid unless and until the Board of Directors shall first have had a public hearing thereon.

Par.259. Section 12. **Annexation of Additional Property.** If at any time the owner or owners under deed or under a contract to purchase lands contiguous and/or adjacent, and/or within reasonable distance of said property shall agree to hold, sell and convey such land subject to restrictions, conditions, covenants, reservations, liens or charges set forth in a covenant executed by such owner or owners

and approved in writing by the Association and the Art Jury, and thereafter recorded in the office of said County Recorder, the Association and the Art Jury shall then and thereafter have power to do and perform any and all of the acts, to fix, impose and collect charges, assessments and dues from the owners of said lands as therein provided and to grant said owners membership in the Association as therein agreed to; provided, however, that the Art Jury shall be given full jurisdiction over all lands and property over which the Association may at any time have jurisdiction.

Par. 260. Section 13. **Reversion of Title.** Each and all of said restrictions, conditions, and covenants, reservations, liens and charges is and are for the benefit of each owner of land (or any interest therein) in said property and they and each thereof shall inure to and pass with each and every parcel of said property, shall apply to and bind the respective assigns and successors in interest of the Company. Each grantee of the Company of any part or portion of the said property by acceptance of a deed incorporating the substance of this declaration either by setting it forth or by reference therein, accepts the same subject to all of such restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers of the Art Jury and of the Association. A breach of any of the restrictions, conditions and covenants hereby established shall cause the real property upon which such breach occurs to revert to the Company or its successor in interest as owner of the reversionary rights herein provided for and the owner of such reversionary rights shall have the right of immediate reentry upon such real property in the event of any such breach; and as to each lot owner in said property the said restrictions, conditions and covenants shall be covenants running with the land, and the breach of any thereof, and the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by the owner of the reversionary rights or by any such owner of other lots or parcels in such property or by the Association, but such reversion shall not affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith, and for value; provided, however, that any subsequent owner of said property shall be bound by the said restrictions, conditions, and covenants, whether obtained by foreclosure or at trustee's sale, or otherwise.

Par. 261. Section 14. **Violation of Conditions.** The violation of any of the restrictions or conditions or breach of any of the covenants hereby established or provided for shall also give to the Association the right to enter upon the property or upon or as to which such violation or breach exists, and to summarily abate and remove at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the undersigned property owners and the owners of said property or of any part thereof and their successors in interest or the Association shall not be deemed guilty of any manner of trespass for such entry, abatement or removal.

Par. 262. Section 15. **Violation Constitutes Nuisance.** Every act or omission, whereby any restriction, condition, or covenant in this covenant set forth, is violated in whole or in part, is declared to be and shall constitute a nuisance and may be abated by the undersigned owners and the owners of said property or of any part thereof or their and each of their successors in interest and/or by the Association and/or by any lot owner subject to the jurisdiction of the Association; and such remedy shall be deemed cumulative and not exclusive.

Par. 263. Section 16. **Construction and Validity of Restrictions:** All of said restrictions, conditions, covenants, reservations, liens and charges contained or provided for in this covenant shall be construed together, but if it shall at any time be held that any one of said restrictions, conditions, covenants, reservations, liens or charges or any part thereof, is invalid, or for any reason becomes unenforceable, no other restriction, condition, covenant, reservation, lien or charge or any part thereof shall be thereby affected or impaired; and each owner of any part of said property, his successors, heirs, and/or assigns, shall be bound by each article, section, sub-section, paragraph, sentence, clause and phrase of this covenant, irrespective of the fact that any article, sections, sub-section, paragraph, sentence, clause or phrase shall be declared invalid.

Par. 264 Section 17. **Interpretation and Enforcement by the Association.** The Association in its own name so far as it may lawfully do so and/or in the name of any lot or parcel owner subject to its jurisdiction, shall interpret and/or enforce any or all restrictions, conditions, covenants, reservations, liens, charges and agreements herein or at any time created for the benefit of the said property or of any property which may thereby be expressly made subject to its jurisdiction by the owners thereof, or to which said lots or any of them may at any time be subject. In case of uncertainty as to meaning of said provisions or of any provisions of this covenant, the Association shall (except as otherwise provided herein) in all cases interpret the same and such interpretation shall be final and conclusive upon all interested parties.

Par. 265. Section 18. **Right to Enforce.** The provisions contained in this covenant shall bind and inure to the benefit of and be enforceable by any undersigned property owner, by the Association, and/or by the owner or owners of any portion of any land at any time under the jurisdiction of the Association, their and each of their legal representatives, heirs, successors and assigns, and failure by the undersigned, the Association or any such property owner, or their legal representatives, heirs, successors, or assigns to enforce any of such restrictions, conditions, covenants, reservations, liens or charges shall in no event be deemed a waiver of the right to do so.