

RECORDING REQUESTED BY  
TITLE INSURANCE AND TRUST CO.

WHEN RECORDED MAIL TO:

Pacific-Atlantic Prop Inc.  
99 South Lake Avenue  
Pasadena, California  
Attn: Edward R. Grace, Jr.  
Vice President  
#379537-EZ

DECLARATION OF RESTRICTIONS

RECORD OF SURVEY

TRACT 2529 R.S.

A.

THIS DECLARATION, made this 2nd day of January, 1965, by PACIFIC-ATLANTIC PROPERTIES, INC., a California corporation having its principal place of business in the City of Pasadena, Los Angeles County, California, hereinafter referred to as the Declarant.

WHEREAS, the declarant is the owner of all the lots in that certain Tract 2529 R.S., Kern County, California, save and except lots No. 32, 65, 79, 80, 113, 114, 123, and 124, as per plat thereof recorded in Book 8, Page 97, records of said County, and

WHEREAS, the declarant is about to sell, dispose of or convey the lots it owns in said Tract 2529 R.S. above described, and desires to subject the same to certain protective covenants, conditions, restrictions (hereinafter referred to as "Conditions") between it and the acquirers and/or users of said lots in said Tract, and wherever herein the word "lots", "parcels", or "portions" is used it shall mean the lots above described.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Declarant hereby certifies and declares that it has established and does hereby establish general plan for the protection, maintenance, development and improvement of said Tract, that

THIS DECLARATION is designed for the mutual benefit of the lots in said Tract and Declarant has fixed and does hereby fix the protective condition upon and subject to which all lots, parcels, and portions of said Tract shall be held, leased or sold, and/or conveyed by them as such owners, each and all of which is and are for the mutual benefit of the lots in said Tract and of each owner thereof, and shall run with the land and shall inure to and pass said Tract and each and every parcel of land therein, and shall apply to and bind the respective successors in interest thereof, and are and each thereof is imposed upon said Tracts as a mutual, equitable servitude in favor of each and every parcel of land therein as the dominant tenement or tenements.

B. SAID CONDITIONS ARE AS FOLLOWS:

1. That all of the lots within this Subdivision shall be designated as single residence lots with a minimum lot area of 20,000 square feet per residence.

A "single family dwelling" is a dwelling for one family alone, having but one kitchen and within which no persons may be lodged for hire at any 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 detached accessory building or buildings on the same lot, provided said accessory buildings be not at any time rented or let to persons outside the said family and that they may be occupied and used only by persons who are employed by members of, or are guests of said family.

2. That no professional office, business, or trade of any kind shall be conducted in any building or any portion of any lot or building site in said development herein designated as a residential lot.

3. TEMPORARY DWELLINGS. Except with the written consent of the Architectural Committee no structure, tent, trailer or other living quarters, permanent or temporary shall be placed upon any such lot and used for residence purposes prior to erection and completion of the main residence thereon.
4. OUTHOUSES. No privy shall be erected, maintained, or used upon any part of said real property, but a temporary privy may be permitted during the course of construction of building. Any lavatory, toilet or water closet that shall be erected, maintained or used therein shall be enclosed and located within a building herein permitted to be erected on said premises, and shall be properly connected with an underground septic tank and so constructed and operated that no offensive odors shall arise or otherwise escape therefrom.
5. APPROVAL OF PLANS. No building, fence, wall, utility, or other structure shall be erected, altered or maintained upon, under, or above any part of said property unless plans and specifications thereof and a plot plan indicating the location of said structure on the building site to be built upon have been approved by the Architectural Committee. Each main residence placed upon any lot within said property shall be of such size that it shall contain at least one thousand (1,000) square feet of ground floor area, exclusive of porches, patios, basement, cellar and any garage incorporated in and forming part of the house. Any building, wall, wall, utility or other structure erected or maintained without the approval of the Architectural Committee may be removed by the grantors at the owner's cost.
6. FENCES. All said line fences for a distance of 75 (seventy-five) feet and front fences shall be of general ranch type. By "general ranch type of fence" is meant a fence which is constructed substantially as follows: A minimum of four-inch posts six feet to twelve feet apart extending to a maximum of five and one-half feet above the ground with a minimum of three one-inch by six-inch horizontal rails equally spaced. It is expressly agreed that any type of woven wire fence may be used inside the above described general ranch type fence provided it does not extend above the ranch type fence.
7. KEEPING OF LIVESTOCK, POULTRY OR PETS. Keeping livestock, poultry or pets upon the property for commercial gain is prohibited. Livestock, poultry or pets may be kept for domestic use only under the following conditions: No barn, stall, coop or pen in which livestock, poultry or pets are kept or housed shall be constructed, erected or maintained within an area seventy-five (75) from any street property line or fifteen (15) feet from any other boundary line.
8. MAINTAINING NATURAL DRAINAGE. No obstructions, diversion or confining of the existing channels through which surface water in time of storms naturally flows upon and across any lot, shall be made by any lot owner in such a manner as to cause damage to other properties.
9. BUILDING SET-BACK LINES. No building or structure for any use shall be erected, constructed, altered or maintained within fifty (50) feet of any street property line or fifteen (15) feet from any other boundary line. The construction of all buildings once commenced on said lots shall be prosecuted diligently to completion.
10. No signs, advertisements, bill boards, or advertising structures of any kind may be erected, or maintained on any of these lots without the consent in writing of the Declarant; provided, however, that permission is hereby granted for erection and maintenance of not more than one advertising board on each lot which may be used for the purposes of advertising the sale or lease of the lot upon which it is erected.

## C.

## ARCHITECTURAL CONTROL COMMITTEE

1. MEMBERSHIP. The architectural control committee is composed of R.S. Morton, N.N. Schreiber, Coleman W. Morton, Pasadena, California. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within 30 days after plans and specification have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and related covenants shall be deemed to have been fully complied with.
3. It shall remain the prerogative and in the jurisdiction of the "Committee of Architecture" to review applications and grant approvals for exceptions to this declaration. Variations from requirements and, in general, other forms of deviation from those restrictions imposed by this declaration, when such exceptions, variances, and deviations do, in no way, detract from the appearance of the premises, nor in any way be detrimental to the public welfare or to the property of other persons located in the vicinity hereof, in the sole opinion of the Committee.
4. A temporary Real Estate tract office, for the purpose of conducting the sale of property in the subdivision. Such office to be located, for a period not to exceed one year, provided such tract office is not used for conducting a general real estate business. Any structure, used for such purpose, shall, at the end of such one year period, be either removed or used for a purpose permitted in the area in which it is located.

D.

## GENERAL PROVISIONS

These conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1970, at which time said Conditions and Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of a majority of the lots in said Tract it is agreed to change said Condition in whole or in part.

PROVIDED, FURTHER, that if any paragraph, section, sentence, clause or phrase of the restrictions, conditions, and covenants herein contained shall be or become illegal, null or void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained shall not be affected thereby. It is hereby declared that these restrictions, conditions and covenants herein contained would have been and are imposed on each paragraph, section, clause or phrase thereof, irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases are or shall become or be illegal, null or void.

PROVIDED, FURTHER, that if any owner of any lot in said property, or his heirs or assigns, shall violate or attempt to violate any of the conditions, covenants, and/or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants, and/or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violations.

PROVIDED, FURTHER, that a breach of any of the foregoing conditions, covenants, and/or restrictions shall not defeat or render invalid the lien or any mortgage, or deed of trust in good faith, and for value, as to said property or any part thereof; but such conditions, covenants, and/or restrictions shall be binding upon and effective against any owner of any lot or lots in said property whose title is acquired by foreclosure, trustee's sale or otherwise.

IN WITNESS WHEREOF, PACIFIC-ATLANTIC PROPERTIES, INC., has caused its corporate name and seal to be hereunto affixed by its officers thereunto duly authorized this 2<sup>nd</sup> day of January, 1965.

PACIFIC-ATLANTIC PROPERTIES, INC.

By R.S. Morton  
President

By O.M. Polovina  
Secretary

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF LOS ANGELES )

On February 2, 1965 before me the undersigned, a Notary Public in and for said County and State, personally appeared R.S. Morton known to me to be the President, and O.M. Polovina known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal:

Signature. D.W. Archer  
My commission expires July 22, 1968

**6788**

RECORDED IN OFFICIAL RECORDS  
OF KERN COUNTY CALIF. FOR  
TITLE INSURANCE & TRUST COMPANY

FEB 5, 1965  
1 Min. Past 8 A.M.

RAY A. VERCAMMEN, County Recorder