

restrictions, covenants, charges and agreements between them and the purchasers of said property as hereinabove set forth pursuant to a general plan or scheme of improvement.

NOW, THEREFORE, said Henry Stoneson and Ellis L. Stoneson, declare that the property in said tract, to be shown on said Map of Subdivision No. 3; Lakeside, is held and shall be sold, conveyed, leased, occupied and hypothecated subject to the following easements, restrictions, conditions, covenants, and agreements between themselves and the purchasers of said property and their heirs, successors and assigns as hereinafter set forth:

I. DURATION OF RESTRICTIONS: All of the easements, restrictions, conditions, covenants, charges and agreements set forth in this declaration shall affect all and each of the lots or any portion thereof to be delineated on said map, except as otherwise provided, and shall run with the land and shall be binding on all of the parties owning said land, or any part thereof, and all persons claiming under them until January 1st, 1965, at which time said covenants and restrictions shall terminate, provided, however, that all of said covenants and restrictions or any of them may be continued in effect after said last mentioned date by agreement of the owners of two-thirds (2/3rds) of the area in said tract.

II. PROHIBITION OF NUISANCES: There shall never at any time be erected, permitted, maintained or carried on upon said property, any place for the manufacture or sale of malt, vinous or spirituous liquor; any foundry, blacksmith shop, bakery, or manufactory of any kind, any undertaking establishment, crematory, hospital, clinic, dispensary, sanitarium, asylum or institution of like or kindred nature, any place of public resort, any cattle yard, dog kennels, slaughter house, hog-pen, any stable of any kind, any public garage, or repair shop, any carpet-beating plant, dyeing or cleaning works, tannery or public laundry, or school for the teaching of wind instruments, nor any noxious thing or noxious trade, or noxious business or use of the property whatsoever, nor shall any cattle, horses, mules, hogs, goats or other live stock or bees be kept, permitted or maintained upon said property.

III. RESIDENCE RESTRICTIONS: All lots in said tract shall be known and described as residential lots. No structure shall be erected on any lot other than one detached single family dwelling with one or two car garage and appurtenant out-buildings. No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

IV. SIGNS ETC.: The name and profession of any professional man or woman of the medical profession may be displayed upon any building in said tract owned or occupied by said professional man or woman, with the understanding, however, and upon the condition that the size, place and character of said sign must first be submitted to and approved by said Henry Stoneson and Ellis L. Stoneson, their successors or assigns, before the same is displayed upon any portion of said dwelling. There may also be displayed upon any lot, a sign not exceeding 20 x 24 inches, of a form and style approved by said Henry Stoneson and Ellis L. Stoneson, their successors or assigns, advertising the fact that said lot or the lot together with the house thereon, is for sale or to let or to lease.

NO radio aerial or supports for a radio aerial shall be erected on any lot or upon any building in said tract of any unsightly nature, or unless drawings showing the location, size, design and material of the proposed erection shall be first submitted to said Henry Stoneson and Ellis L. Stoneson, their successors or assigns and approved by them.

V. RESTRICTION OF FENCES: No fence or boundary wall situated anywhere upon

any lot shall have a height greater than six (6) feet above the graded surface of the ground upon which such fence or wall is situated, nor shall any tight wall or tight fence situated within the set-back area of any dwelling house facing any front street have a height greater than four (4) feet above the graded surface of the ground upon which such fence or wall is situated.

VI. APPROVAL OF PLANS: No building shall be erected on any lot or moved onto any lot until the design and location thereof have been approved in writing by Henry Stoneson and Ellis L. Stoneson, or by a committee appointed by the declarants, their successors or assigns, but in the event of the failure of said declarants to appoint such committee, or its failure to function, then by a committee elected by the owners of a majority of lots in said subdivision provided, however, that in the event that such committee is not in existence or fails to approve or disapprove such design or location within thirty (30) days after submission to it of such design or location, then such approval shall not be required, provided that the design and location on the lot conform to and are in harmony with existing structures in the tract. In any case either with or without the approval of the committee, the buildings erected or moved upon any lot in said tract shall be subject to all of the covenants and restrictions herein provided for.

VII. SETBACK OF BUILDING: BUILDING AREA - No dwelling or other structure shall be constructed on any lot nearer to the front street line than the set back line shown on said Map of said tract.

No dwelling having less than a ground floor area of 1000 square feet in the case of a one story dwelling or 700 square feet in the case of a one and one-half or two story dwelling, exclusive of porches, terraces etc. shall be erected or constructed on any lot or building site. On all double frontage lots, or building sites fronting or abutting on Danslow Drive, the frontage on this street is designated as the front lot line and dwellings erected or constructed on said lots or building sites shall front toward the front lot line.

No lot shall be subdivided into building plats having less than 3000 square feet of area, or a frontage of less than 33 feet each. Excepting lots in Block 7244.

VIII. COST OF IMPROVEMENT: No dwelling house shall be erected on any lot or portion thereof, the construction of which shall cost less than FOUR THOUSAND AND 00/100 (\$4000.00) DOLLARS.

IX. RIGHTS OF WAY: There is hereby reserved all easements shown on said Map to be filed as aforesaid.

X. LIMITATION OF OWNERSHIP: No person other than one of the white Caucasian Race shall rent, lease, use or occupy any building on any lot in said tract, except that this covenant shall not prevent occupancy by domestic servants of a race other than White Caucasian employed by an owner or tenant in said tract.

XI. PROVISION FOR UPKEEP - Each lot in said tract shall be subject to an annual charge or assessment of TWELVE AND 00/100 (\$12.00) DOLLARS which shall constitute a lien against such lot on the First day of January of each year such charge shall be payable in two equal installments on the First day of January and the First day of July of each year. The lien hereby created shall be subordinate to the lien of any mortgage or deed of trust against such lot, existing prior to the time such lien attaches. The term "lot" as used with reference to said charge refers to an individual building lot sold or transferred by declarants, or their successors or assigns, pursuant to declarants aforesaid intention and purpose to subdivide said tract, said charge shall be effective against each such lot, whether or not a building has been erected thereon and regardless of the

square foot area of such lot, however, that no part of said tract of land shown on said Map used for streets, parks now or hereafter opened, laid out or established upon space maintained for the general use of owners of property shown on said map or land taken or sold for public improvement or uses shall be subject to said charge, provided further that no part of the area in said tract owned by declarants shall be subject to said charge, unless and until such part has been subdivided into individual building lots and sold, except that any individual lot, the ownership or which declarants or either of them shall retain, and upon which a dwelling house shall be erected shall be subject to such charge upon the completion of such dwelling house. Any individual building lot sold for the first time as such by declarants, their successors or assigns, shall become subject to a pro-rata proportion of said charge for the balance of the year in which such sale is made, proration to be computed from date of execution of the deed conveying such lot, such pro-rata charge shall, if not paid, be added to the annual charge accruing on the first day of the next succeeding year and shall constitute a lien against such lot as above provided, payment of the annual charge above provided for shall be made to said Henry Stoneson and Ellis L. Stoneson, their successors or assigns, to be held and expended for the purposes hereinafter specified, and said Henry Stoneson and Ellis L. Stoneson, their successors and assigns, are authorized and empowered to take all necessary and proper steps to enforce collection of said charge. Every purchaser of a lot in said tract shall by acceptance of a deed thereto or by signing of a contract for the purchase thereof become personally liable for the payment of said charge and shall by such act be deemed to have vested in said Henry Stoneson and Ellis L. Stoneson, their successors and assigns, power and authority to enforce collection of said charge, and to enforce said liens.

THE funds collected by said Henry Stoneson and Ellis L. Stoneson, their successors and assigns, pursuant to the foregoing provisions shall be expended for the following purposes:

(a) Lighting and improving and maintaining gateways, fences and ornamental features, parks, rear driveway and easements and other open areas, maintained for the general use of owners of property shown on said map, including all trees, grass plots and planted area within the lines of such streets, community club house, the erection of which is hereby expressly made an exception to the restrictions for dwelling houses, tennis courts and play grounds:

(b) Caring for vacant or unimproved lots, removing grass and weeds therefrom and any other things necessary or desirable to keep the property neat and in good order.

(c) Expense of any proceedings incident to the enforcement of the restrictions, conditions, covenants, charges and agreements contained in this declaration and to the collection of the charges or assessments provided for in this clause.

Henry Stoneson and Ellis L. Stoneson agree that the money so collected shall be applied to the purposes mentioned and they shall not be obligated to carry out any of said purposes except to the extent possible from the money so collected.

XII: VIOLATION OF RESTRICTIONS-RIGHT TO ENFORCE: If the parties hereto or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, while said covenants and restrictions remain in effect, it shall be lawful for any other person or persons owning any other lots in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants, restrictions and either to prevent him or them from so doing or to recover damages for such violation.

XIII: VALIDITY OF COVENANTS AND RESTRICTIONS: The invalidity of any of the covenants and restrictions herein contained, whether such invalidity be established by

judgment or court order or otherwise shall in no way affect any of the other covenants or restrictions herein contained.

XIV - CONSENT BY PURCHASERS: All purchasers of property shown on said map by the acceptance of deeds therefor whether from Henry Stoneson and Ellis L. Stoneson, or subsequent owners of such property or the signing of contracts or agreements to purchase the same, shall thereby and by said act assent and agree to all of the provisions and covenants of this declaration and covenant and agree to be bound by and keep and perform the same, and shall be personally obligated to pay the charges or assessments hereinbefore provided for, and shall thereby consent to the formation of the association mentioned in Paragraph XVI hereof, and shall thereby agree to be and remain members of such association so long as they shall hold an interest as aforesaid in any lot or portions hereof shown on said map.

XV. MORTGAGES - NONE of the provisions of this declaration and of these restrictions shall supersede or in any way reduce the security nor affect the validity of any mortgage or deed of trust covering real property shown on said map; but it is distinctly understood and agreed that if any portion of said property is sold under a foreclosure of any mortgages or under the provisions of any deed of trust, any purchaser or purchasers under sales made by reason of the foreclosure of mortgages or by reason of the failure to pay debts due under deeds of trust shall hold any and all property so purchased at said sales subject to all of the conditions of this declaration.

XVI. FORMATION OF ASSOCIATION: POWERS: All the powers and duties herein conferred and imposed upon said Henry Stoneson and Ellis L. Stoneson, with respect to the collection and expenditure of funds, and the appointment of a committee to approve plans, shall pass to and be conferred and imposed upon such association or corporation as may be hereafter be formed with authority to assume such powers and duties by agreement of the owners of two-thirds (2/3rds) of the area contained in said tract.

SAID powers and duties shall pass to such association or corporation immediately upon its formation and said Henry Stoneson and Ellis L. Stoneson, or their successors or assigns will forthwith pay over to such association or corporation, all funds held by them hereunder. Such association or corporation shall in turn assume all undischarged debts and obligations incurred by said Henry Stoneson and Ellis L. Stoneson for purposes specified in Paragraph XI above.

NOTHING herein contained shall prevent said Henry Stoneson and Ellis L. Stoneson from at any time prior to formation of such association or corporation, assigning such powers and duties to any other person or corporation and thereby relieving themselves of all obligations for the exercise of those powers or the performance of those duties.

IN WITNESS WHEREOF, we have hereunto set our hands this 9th day of August, 1940. ✓

ELLIS L. STONESON
BERTHA K. STONESON
HENRY STONESON

State of California } ss.
City and County of San Francisco }

On this 3rd day of September, in the year one thousand nine hundred and forty, before me, Carl L. Maritzen, a Notary Public, in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Ellis L. Stoneson and Bertha K. Stoneson, his wife, and Henry Stoneson, a widow, known to me to be the persons whose names are subscribed to the within instrument, and they duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City and County of San Francisco, the day and year in this certificate

first above written.

(Seal)

CARL L. MARITZEN, Notary Public

in and for the City and County of San Francisco, State of California.

My Commission expires December 29, 1942.

THE undersigned who has an interest in the real property affected by the foregoing declaration, does hereby consent and agree to each of the covenants and restrictions in said declaration contained, and does agree that said real property and its interest therein shall be subject to each of said covenants and restrictions, except that its interest therein shall not be subject to the charges provided for in Paragraph XI of said Declaration.

(Corp: Seal)

THE SAN FRANCISCO BANK, a Corporation
By PARKER S. MADDOX, President
By H. HERZER, Secretary

State of California }
City and County of San Francisco } ss.

On this 3rd day of September, in the year one thousand nine hundred and forty, before me, Carl L. Maritzen, a Notary Public, in and for said City and County, personally appeared Parker S. Maddux, known to me to be the President and H. Herzer, 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 within named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said City and County, the day and year in this certificate first above written.

(Seal)

CARL L. MARITZEN, Notary Public

in and for the City and County of San Francisco, State of California.

My Commission expires December 29, 1942.

Recorded at request of North: Co: T. I. Co. Sep. 4, 1940 at 30 min. past 8 A.M.

No. P 11124 Fee \$5.10 Fol. 46

Compared-Book KAKE

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RESIDENTIAL DEVELOPMENT CO. OF S.F.

TO

L. SUNDBERG & Wife

} 1 \$1.00, 1 50¢, 1 10¢, 1 5¢ U.S.I.R.S. Cancelled.

RESIDENTIAL DEVELOPMENT COMPANY OF SAN FRANCISCO (a corporation) organized and existing under the laws of the State of California, the first party, hereby grants to LLOYD SUNDBERG and MARY SUNDBERG, his wife, of the City and County of San Francisco, State of California, the second parties, in joint tenancy, all that real property situated in the City and County of San Francisco, State of California, and bounded and described as follows:

THAT portion of Lot 1, in Block 7064-A, according to Map of Subdivision No. 3, Geneva Terraces, filed October 20, 1937, in Book "NN" of Maps; Pages 45 to 48 inclusive, in the office of the Recorder of the City and County of San Francisco, State of California, described as follows: BEGINNING at the point of intersection of the Southeasterly line of Cayuga Avenue with the Southwesterly line of said Lot 1; running thence Northeasterly along said line of Cayuga Avenue 15 feet to the Westerly terminus of a curve with a radius of 10 feet; thence Northeasterly along said curve with a radius of 10 feet, a distance of 15.708 feet to the Southwesterly line of Foote Avenue; thence Southeasterly along said line of Foote Avenue 75 feet to a point distant thereon 15 feet Northwesterly from the Southwesterly line of said Lot 1; thence at a right angle Southwesterly 25 feet to the Southwesterly line of said Lot 1; thence Northwesterly along the Southwesterly line of said Lot 1, a distance of 85 feet to the point of beginning.