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## **Government Code Section 12956.1**

**“If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void. Any person holding an interest in this property may request that the county recorder remove the restrictive covenant language pursuant to subdivision (c) of Section 12956.1 of the Government Code.”**

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DECLARATION  
of Easements, Restrictions, Conditions, Covenants, Charges *and*  
Agreements affecting real property known as

WESTWOOD PARK

which is situated in the City and County of San Francisco  
in the State of California

Issued by  
Residential Development Company of San Francisco  
BALDWIN & HOWELL, Agents  
318-324 Kearny Street San Francisco

Prepared by  
THEODORE J. SAVAGE, Attorney at Law  
Humboldt Bank Building  
San Francisco

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DECLARATION made and dated the 24<sup>th</sup> day of March, A.D. 1917, by RESIDENTIAL DEVELOPMENT COMPANY OF SAN FRANCISCO, a California corporation.

WHEREAS, Residential Development Company of San Francisco is the owner of a certain tract of land in the City and County of San Francisco, State of California, shown on a map entitled: "Map of Westwood Park, San Francisco, California", filed in the office of the County Recorder of the City and County of San Francisco, State of California, on the 20<sup>th</sup> day of March, 1917, in Map Book H, at pages 65 to 71 inclusive, to which said map and the said record thereof reference is hereby made; and

WHEREAS, Residential Development Company of San Francisco is about to sell the property shown on said map, which it desires to subject to certain easements, restrictions, conditions, covenants, charges and agreements, between it and the purchasers of said property, as hereinafter set forth; and

WHEREAS, There has been incorporated under the laws of the State of California a non-profit co-operative corporation, without capital stock named WESTWOOD PARK ASSOCIATION, the membership in which corporation (except the five original incorporators) is composed of and is now limited to the owners of lots in Westwood Park and to those holding title in part to lot or lots under agreements of sale or contracts of purchase, and which said Westwood Park Association is to have the interpretation and enforcement of all of the easements, restrictions, conditions, covenants, charges and agreements set forth in this Declaration;

NOW THEREFORE, the Residential Development Company of San Francisco declares that the property shown on said Map of Westwood Park is held and shall be conveyed subject to certain easements, restrictions, conditions, covenants, charges and agreements between it and the purchasers of said property and their heirs, successors and assigns, as hereinafter set forth.

## I DURATION OF RESTRICTIONS, ETC.

All of the easements, restrictions, conditions, covenants, charges and agreements set forth in this Declaration shall affect all of the lots delineated on said "Map of Westwood Park, San Francisco, California"; are made for the direct and reciprocal benefit thereof; and shall attach to and run with the land and continue for the period of forty-nine (49) years from and after the date hereof and thereafter during such extensions of the term of the corporate existence of said Westwood Park Association as may be had or until said easements, restrictions, conditions, covenants, charges and agreements shall have been

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rescinded, abrogated, annulled, waived, changed, modified, or amended by the Westwood Park Association, which rescission, abrogation, annulment, waiver, change, modification or amendment shall be properly certified to by the Secretary of Assistant Secretary after the same shall have been adopted at a meeting of the members of said Westwood Park Association by a vote of members representing not less than two-thirds of the lots in said Westwood Park, and a certified copy of which resolution shall have been acknowledged by said Secretary or Assistant Secretary and recorded in the office of the County Recorder of the City and County of San Francisco.

## II DEFINITION OF TERMS

(a) "*Street.*" The word "street," as used in this Declaration, is defined as meaning any street, highway or thoroughfare shown on said map whether designated thereon as street, avenue, road, way, drive or otherwise.

(b) "*Front Street.*" The "front street" shall, as to any lot other than a corner lot, be deemed the street upon which said lot abuts. A "front street," as to any corner lot, shall be that street upon which said corner lot has its shortest frontage.

(c) "*Side Street.*" A side street" shall, as to any corner lot, be deemed to be that street upon which said corner lot has its longest frontage.

(d) "*Dwelling House*" and "*Outhouse.*" The words "dwelling house" and "outhouse," as used in this Declaration, shall be deemed respectively to include both the main portion of said structures, and all projections therefrom, such as bay, bow or oriel windows, porches or porticos covered in whole or in part by a roof, pergola or otherwise, and the like; but shall not include the eaves of such structures, nor any entirely uncovered porch, stoop or steps, the balustrades or sides of which do not extend more than three feet above the level of the first floor of said building.

(e) "*Setback.*" The "*setback*" of any building or other structure as to any street shall be deemed to be the minimum distance between said building or other structure and the nearest line of said street.

## III PROHIBITION OF NUISANCES

There shall never at any time be erected, permitted, maintained or carried on upon said property any retail liquor saloon or place for the manufacture of malt, vinous or spirituous liquor, any foundry, or blacksmith shop, or any manufactory of any kind, any undertaking establishment, crematory, hospital, clinic, dispensary, sanitarium, asylum, or institution of like or kindred nature, any beer garden, 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 of public laundry, nor any noxious

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things, or noxious trade, or noxious business or use of the property whatsoever, nor shall any cattle, horses, mules, hogs, goats or other similar live stock be kept, permitted or maintained upon said property.

Said Westwood Park Association is hereby given the right and power to grant permits revocable at its pleasure, giving the owners of any lot or lots, after the same shall have been improved by the construction of a building in accordance with the conditions and restrictions of this Declaration, the right to keep and maintain a limited number of dogs, poultry or rabbits or guinea pigs, provided the same are not kept and maintained for commercial purposes. It shall be the duty, however, of the Westwood Park Association to revoke any permits so granted if the use of said property shall have become objectionable to the neighbors adjacent to the owner or owners to whom the permit shall have been granted.

#### IV RESIDENCE RESTRICTIONS

Residential Development Company of San Francisco reserves for itself, its successors and assigns, and its grantees and their successors in interest, the right to sell, lease, use or maintain any portion of the property in Westwood Park for a public or private park or parks, playground or playgrounds, tennis court or tennis courts, and unless the same are maintained by and at the expense of the City and County of San Francisco or otherwise, they shall be kept and maintained by and at the expense of the Westwood Park Association.

Residential Development Company of San Francisco reserves the right to itself, its successors or assigns, and its grantees and their successors in interest, to sell or lease any portion of the property in Westwood Park for the purpose of permitting the construction and maintenance of a public or private school or schools, or the construction or maintenance of a fire engine house or houses, or a hook and ladder house or houses, or the construction and maintenance of a church or churches, or a hall or halls for social or fraternal purposes; provided, however, that no such school, fire engine house, hook and ladder house, church or hall shall be constructed in such place or manner to cover more than 50 percent of the lot or site upon which any of such building or buildings is to be erected, and provided further that the side lines of any said building or buildings shall not be constructed nearer than five (5) feet from the lines of the lots immediately adjoining the lot or site upon which any of said building or buildings is to be constructed.

Residential Development Company of San Francisco reserves to itself, its successors and assigns, and its grantees and their successors in interest, to sell or lease the real property bounded and more particularly

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described as follows:

BEGINNING at a point on the easterly line of Faxon Avenue distant thereon twenty-two and thirty-nine one thousandths (22.039) feet southerly from the northerly line of Lot 18, Block 3196, Westwood Park, thence along said easterly line of Faxon Avenue eleven and nine hundred and sixty-one one thousandths (11.961) feet to the southerly line of said Lot 18, thence along said southerly line of Lots 18, 22 and 23, S 74° 58'E one hundred twenty and ninety-six one thousands (120.096) feet; thence at a right angle northerly N 15° 02' E eleven and 00 one hundredths (11.00) feet; thence at a right angle westerly and parallel to the said southerly line of lots 22 and 23 N 74° 58' W twenty and nine hundred and thirty-eight one thousands (20.938) feet to the westerly line of said Lot 22, thence along said westerly line N 10° 09' 25" east four and nine hundred and thirty-eight one thousandths (4.938) feet; thence westerly parallel to and distant from twenty-two and 00 one hundredths (22.00) feet southerly at right angles, the said northerly line of said Lot 18, N 77° 16' 53" W one hundred and two hundred and forty-eight one thousandths (100.248) feet to the point of beginning.

BEING a portion of Lots 18, 22 and 23, Block 3196, Westwood Park, and any lots fronting on Ocean Avenue except Lot 5 in Block 3196 and Lot 9 in block 3197, for business purposes as well as for residential use or the other uses hereinabove specified, but not for any purpose inconsistent with the provisions and restrictions of Clause III hereof.

As to all of the other lots in said Westwood Park, there shall not be constructed, erected or maintained any flats, apartment houses or any store, or building used for mercantile or business purposes, nor shall any store or mercantile or other business of any kind be maintained or carried on upon said property, nor shall any building be erected thereon excepting only residence or dwelling houses, nor shall more than one residence or dwelling house be erected on any single lot, nor shall said property be used for any purpose other than residence purpose except as herein provided, nor, except as herein provided, shall any building be erected or maintained upon said property except dwelling houses not more than three stories in height exclusive of basement and finished attic, if any, and outhouses hereinafter mentioned.

There shall also be permitted to be erected and maintained on said lots outhouses, conservatories, green-houses and other structures appurtenant to dwelling houses; provided, however, that no outhouse shall be erected thereon except simultaneously with the construction of a dwelling house or residence or after the completion of the same, and not before; provided further that no outhouse shall be more than one story in height. The term "outhouses" shall include private garages not more than one story in height for the sole use of the owners or occupants of the lots upon which said garages are erected. Such

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private garages may be incorporated in and be made a part of dwelling houses, or other permitted structures.

## V RESTRICTION OF FENCES

All lots in said tract for a space of thirty (30) feet back from the front street shall be and remain unfenced. All fences constructed upon any side line of said lots shall not extend nearer to the front street than thirty (30) feet measured along said side line. As to all corner lots, the fence or boundary wall along the line of the side street shall not extend to any point within thirty (30) feet of the line of the front street and said fence or boundary wall shall only be constructed of wire or open metal or brick, stone or concrete, except that the owner of said corner lot may build a side fence of other materials provided that said fence is parallel to said side line and distant at least five (5) feet therefrom.

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 said fence or wall is situated.

## VI REMOVAL OF TREES

If the branches of any tree standing upon any lot shall extend beyond the exterior boundary line of the lot upon which the tree itself stands, the owner or person interested in said lot shall remove said extending branches on demand of the person or persons affected by such extension or on demand of said Westwood Park Association. Said Westwood Park Association may demand the removal of any tree or trees growing upon any easement shown on said map. In case of the neglect or refusal of the owner or person interested in any lot to comply with any such demand or demands Westwood Park Association may remove said branches or said tree or trees and recover the expense thereof from the owner or owners or persons interested in said lot.

## VII SETBACK OF BUILDINGS

(a) No dwelling house or other structure shall be constructed nearer to the front street than the line shown on said map marked "Building Line."

(b) No garage except as incorporated in and forming a part of a dwelling house shall be erected within the front half of any lot.

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## VIII COST OF IMPROVEMENTS

No dwelling one story in height exclusive of the basement and attic shall be erected in or maintained upon any lot in Westwood Park, the cost of which shall be less than FOUR THOUSAND DOLLARS (\$4,000). No dwelling house or other structure exceeding one story in height exclusive of the basement or attic shall be erected upon any lot in Westwood Park, the cost of which shall be less than the sum of SIX THOUSAND DOLLARS (\$6,000). There shall be included in the cost of any of said structures a reasonable fee to the architect as well as a reasonable profit to the builder. Any and all dwelling houses or other structures mentioned in this clause are exclusive of and do not apply to garages, which, if built separately from and not incorporated in the dwelling house or other structure, shall cost not less than ONE HUNDRED DOLLARS (\$100).

Before commencing building operations, plans and specifications for all buildings, including garages and outhouses, must first be submitted to and approved by the duly authorized officer or officers of the Westwood Park Association.

A duplicate set of plans and specifications must be filed with the Westwood Park Association. After work on any building is commenced, the construction thereof must proceed with due diligence to completion.

The name and profession of any professional man or woman may be displayed upon any building in Westwood Park 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 be first submitted to and approved by a duly authorized officer of the Westwood Park Association before the same is displayed upon any portion of said dwelling. There may also be displayed upon any lot a sign not exceeding 14x20 inches, of a form and style approved by said Westwood Park Association, advertising the fact that said lot or the lot together with the house thereon, is for sale or to let or to lease; provided further, however, there may be placed on any building erected on Ocean Avenue used for business purposes within the provisions hereof the usual trade signs advertising the business conducted therein. Such signs must first be submitted to and approved as to form and style by said Westwood Park Association.

## IX EASEMENTS

Each and every lot or part of a lot or parcel of land in said Westwood Park will be sold and each and every conveyance or agreement to convey the same, or any part thereof, will be made subject to certain servitudes, easements and rights of way. The easements so

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reserved are situated and located over, along, upon and under the strips of land shown on said map and indicated thereon by dotted lines. Said servitudes, easements and rights of way are and shall be reserved on said properly for the erection, construction and maintenance of

(a) Poles, wires and conduits for the transmission of electricity for lighting, telephone and other purposes and for the necessary attachments in connection therewith;

(b) Public and private sewers, storm water drains, land drains and pipes, water and gas mains and pipes;

(c) Any other method of conducting and performing any public or quasi-public utility or function over or beneath the surface of the ground;

(d) The right to construct and maintain crossarms on any poles upon which to suspend wires for electric lighting or other purposes, or for telephone service, which arms may extend not more than two feet over the exterior boundary line of said easements, but in no event shall said arms and wires be nearer than twenty feet above the surface of said ground.

No dwelling house or other structure shall be built upon the location affected by said easements. The right to the use, enjoyment, supervision, direction and control of said easements for the purposes aforesaid is hereby vested in said Westwood Park Association, its grantees, successors, and assigns, who shall have the right to ingress and egress thereto and therefrom, and the right, privilege and easement of using the lands charged with said easements for the purposes aforesaid and of doing whatever may be necessary or in their judgment convenient for the carrying out of any of the purposes for which said easements are reserved, with the right to remove trees or to cut and remove overhanging branches of trees thereon, and the right to erect, construct, install and maintain all things hereinbefore specified, with power to grant to any public or municipal or other corporation or individual the right to exercise said rights or to erect, construct or maintain any thereof.

Said Westwood Park Association shall have the right to grant to the owner or owners of lots upon which said easements are located and defined on said map of Westwood Park, the right to use at their own risk that portion of the easement within the limits of any lot for garden purposes, but not for the placing or construction on any portion of said easement of improvements of a permanent character or any that may interfere with the use and maintenance of the utilities for which said easements are designated, to-wit: sewer, water, gas, electric and telephone services.

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X  
PROVISION FOR UPKEEP

“All of the lots shown on said map of Westwood Park shall be subject to an annual charge of assessment of TWENTY-FOUR DOLLARS (\$24) against each and every lot without regard to the square foot area thereof (1.5 lots = \$36; 2.0= \$48; 3.0= \$72, etc.). The Westwood Park Association is hereby expressly delegated by the Residential Development Company of San Francisco with the sole authority to expend for the purposes hereinafter specified the money paid in on such charges or assessments. The right to collect and enforce the collection of such charges or assessments is hereby delegated to said Westwood Park Association.

Such charge or assessment shall be paid annually in advance to Westwood Park Association, at San Francisco, on the 1st day of March, beginning August 28th, 1917, on which dates such charge or assessment shall become a lien upon each lot, and so continue until fully paid. The amount of said annual payment shall be TWENTY-FOUR DOLLARS (\$24). *In the event any assessment shall be delinquent it shall bear interest at the rate of one per cent per month*, and if it is not paid within thirty days after delinquency, the Westwood Park Association may if it deems it necessary begin proceedings to collect said delinquent assessments by suit, and there shall be added to the amount of said delinquent assessment the cost of preparing and filing a complaint in the Justices' Court or in any other court having jurisdiction thereof in the City and County of San Francisco and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the cost of filing said complaint and any other reasonable expenses incurred in bringing and prosecuting said suit or suits; and the purchasers of lots shown on said map of Westwood Park, by the acceptance of deeds whether from Residential Development Company of San Francisco or subsequent owners of such lots, or by the signing of contracts or agreements to purchase said lots, or any portion thereof, shall become personally obligated to pay such charges and assessments so long as they are the owner of any lots or portions thereof in said Westwood Park, and shall vest in Westwood Park Association the right and power to bring all actions for the collection of such charges and assessments, and for the enforcement of such lien. The Westwood Park Association shall, from and after the date of this Declaration, unite in any and all deeds of contracts of sale or mortgages affecting any lot in Westwood Park (excepting original deeds or contracts of sale executed by the Residential Development Company of San Francisco) and shall be a party thereto for the purpose only of certifying that the charges and assessments against the lot sold or agreed to be sold or mortgaged or conveyed by deed of trust are fully paid, also that there has been no breach of any of the covenants of this Declaration. And the failure of the Westwood Park Association to unite, in any deed, contract of sale, mortgage or deed or trust, shall be prima facie evidence, and notice that

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there is due and unpaid some charge or assessment for the purpose herein provided, against the lot or lots so sold and conveyed or contracted to be sold and conveyed by contract or deed of trust or mortgage.

The term "extra sized lot" shall mean an area composed of a single lot as shown on said map and a portion of an adjoining lot sold in conjunction therewith, so as to grant to the purchaser a larger sized lot than according to the subdivision made by said map.

In all cases where the ownership consists of an "extra sized lot" the owner shall pay at the same time and in the same manner as is hereinabove provided for, annual charges as follows.

If said "extra sized lot" consists of a single lot as shown on said map and a portion of an adjoining lot sold in conjunction therewith, which said portion shall be less in area than one-half of the said adjoining lot, then the owner of said "extra sized lot" shall pay an annual charge or assessment of TWENTY-FOUR DOLLARS (\$24) in one annual payment as aforesaid.

If the said "extra sized lot" is composed of a single lot as shown on said map and a portion of an adjoining lot sold in conjunction therewith, which said portion equals one-half in area of said adjoining lot, then the owner of said "extra sized lot" shall pay an annual charge or assessment of THIRTY-SIX DOLLARS (\$36) in one annual payment as aforesaid.

"Said charges and assessments shall be applied by the Westwood Park Association toward the payment of the cost of the following upkeep, or maintenance cost, to-wit:

(a) Any and all expenses connected with the maintenance of an office, for the transaction of the business of the Westwood Park Association;

(b) Expenses, if any, incident to the enforcement of the easements, restrictions, conditions, covenants, charges and agreements, contained in this Declaration, and to the collection of the charge or assessment provided in this clause;

(c) Street lighting, improving and maintaining gateways, ornamental columns or any other ornamental features, repairs to streets, curbs, sidewalks, sewers and any other utilities not maintained by and at the expense of the City and County of San Francisco, shown on said map of Westwood Park, including trees, grass plots and planted areas within the lines of such streets, and tennis courts, and playgrounds;

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(d) Caring for vacant and unimproved lots and plots, removing grass and weeds therefrom, and any other thing necessary and desirable in the judgment of Westwood Park Association to improve, beautify or make more convenient or enjoyable the living conditions and surroundings of the inhabitants and owners of property in Westwood Park;

(e) Taxes and assessments, if any, which may be levied by any authority on any unaccepted streets or portions thereof or park plots now or hereafter opened, laid out or established and other open spaces maintained for the general use of property owners in said Westwood Park;

(f) Sweeping and cleaning streets, sidewalks or any portion of said Westwood Park maintained for the general use of owners of property therein until such time as said sweeping and cleaning of streets are provided for by municipal authorities.

Westwood Park Association agrees that the money so collected, together with the charges and assessments, shall be applied to the purposes mentioned, but the Westwood Park Association shall not be obligated to carry out any of said purposes except to the extent possible from the money so collected. Said annual charge or assessment may be adjusted or rebated in part from year to year by Westwood Park Association, as the needs of said property may in its judgment require, or as the maintenance costs are increasingly met by the municipal authorities; in no event shall the annual assessment be raised to an amount greater than the said sum of TWENTY-FOUR DOLLARS (\$24) per annum on each and every lot as above provided. Said annual charge or assessment may be terminated on the 28th day of February in any year after the year 1918 with the written consent of the then owners of more than two thirds of the lots shown on said map of Westwood Park.

## XI VIOLATION OF RESTRICTONS

Violation of any of the restrictions or conditions or breach of any of the covenants or agreements herein contained shall give to the Residential Development Company of San Francisco or the Westwood Park Association the right to enter upon the property upon or as to which said violation or breach exists, and to summarily abate and remove at the expense of the owner thereof any erection, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof; and the Residential Development Company of San Francisco or the Westwood Park Association shall not thereby be deemed guilty of any manner of trespass for said entry, abatement or removal. The result of every act or omission whereby any restriction, condition, covenant or agreement herein contained is violated in whole or in part is hereby declared to be and constitute a nuisance, and every remedy allowed by law against a nuisance either public

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or private shall be applicable against every such result and may be exercised by Residential Development Company of San Francisco or Westwood Park Association. Such remedy shall be deemed cumulative and not exclusive.

## XII EFFECT OF CHARGES AND ASSESSMENTS AND VIOLATION OF RESTRICTIONS UPON MORTGAGES OR DEEDS OF TRUST

None of the provisions of Clauses X and XI shall supersede or in any way reduce the security nor affect the validity of any mortgage or deed of trust covering real property in Westwood Park; but it is distinctly understood and agreed that if any portion of said property in Westwood Park is sold under a foreclosure of any mortgage or under the provisions of any deed of trusts, any purchaser or purchasers under sales made by reasons of the foreclosure of mortgages or by reasons 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.

## XIII LIMITATION OF OWNERSHIP

This article has been deleted.

## XIV RESTRICTIONS ON SUBDIVISION

The term "extra sized lot" shall mean an area composed of a single lots, as shown on said map, and a portion of an adjoining lot sold in conjunction therewith so as to grant to the purchaser a larger sized lot than according to the subdivision made by said map.

Residential Development Company of San Francisco reserves the right to subdivide any lot and sell a portion of such lot in conjunction with an adjoining lot, thereby granting an "extra sized lot," and to sell the remaining portion of such subdivided lot in conjunction with another adjoining lot, thereby granting another "extra sized lot."

Every such "extra sized lot" shall thenceforth be deemed and considered as a single lot with respect to the provisions of Clause IV hereof, and especially with reference to the provisions thereof reading as follows:

"Nor shall more than one residence or dwelling house be erected on any single lot."

Where two "extra sized lots" adjoin, the erection of a residence or dwelling house on each thereof shall in no wise be deemed a violation of said restriction because of the

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fact that either or both of said dwelling houses may overlap the original line of the lot subdivided.

But it is expressly provided that no lot or lots in Westwood Park shall be re-subdivided in such a manner as to divide the total area affected thereby into a larger number of lots than the number of lots into which said area is divided by said original map.

But in all cases of re-subdivision, the provisions of Clause IV hereof shall strictly apply and shall be construed to mean and shall mean that on no given area in Westwood Park shall a greater number of residences or dwelling houses be erected than the number of single lots (disregarding fractions) into which said area is divided according to said original map.

## XV RIGHT TO ENFORCE

The provisions and conditions of this Declaration shall bind and inure to the benefit of and be enforceable by the Residential Development Company of San Francisco or the Westwood Park Association, and by the owner or owners of said property shown on said map of Westwood Park, and by their and each of their legal representatives, heirs, successors and assigns, and the failure by the Residential Development Company of San Francisco or the Westwood Park Association or any property owners or their legal representatives, heirs, successors, or assigns to enforce any such restrictions, conditions, covenants and agreements herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the Residential Development Company of San Francisco and the Westwood Park Association have caused their names to be hereto subscribed, and their official seals affixed, each by its respective officers thereunto duly authorized, this 24th day of March, 1917.

RESIDENTIAL DEVELOPMENT COMPANY OF SAN FRANCISCO.

(Seal) By Wm. J. Dutton, President  
By Edwin Fowler, Secretary.

WESTWOOD PARK ASSOCIATION.

(Seal) By R. E. Fazackerley, President.  
By Harry C. Jenkins, Secretary.

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STATE OF CALIFORNIA,            }        ss.  
City and County of San Francisco    }

On this 24th day of March in the year one thousand nine hundred and seventeen, before me, GERALD A. GRIFFIN, a Notary Public, in and for the City and County of San Francisco, personally appeared WM. J. DUTTON and EDWIN FOWLER, known to me to be the president and secretary (respectively) of the corporation described in and who executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named, and they acknowledged to me that such corporation 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)       GERALD A. GRIFFIN,  
Notary Public, in and for the City and County of San Francisco,  
State of California.  
318-24 Kearny Street.

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STATE OF CALIFORNIA,            }        ss.  
City and County of San Francisco    }

On this 24th day of March in the year one thousand nine hundred and seventeen, before me, GERALD A. GRIFFIN, a Notary Public, in and for the City and County of San Francisco, personally appeared R.E. FAZACKERLEY and HARRY C. JENKINS, known to me to be the president and secretary (respectively) of the corporation described in and who executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named, and they acknowledged to me that such corporation 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)       GERALD A. GRIFFIN,

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Notary Public, in and for the City and County of San Francisco.  
State of California.  
318-24 Kearny Street.

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Recorded in the office of the County Recorder of the City and County of San Francisco, State of California, March 26th, 1917, in Liber 1015 of Deeds, at pages 25 et seq.

XVI  
CERTIFIED COPY OF RESOLUTION

WHEREAS, the land hereinafter described is a part of the lands within the jurisdiction of this Association and is subject to the restrictions and conditions applying generally to such lands, and particularly to the conditions, covenants, restrictions and easements contained in a Declaration dated March 24, 1917 and recorded on March 26, 1917, in Liber 1015 of Deeds at page 25 thereof in the office of the County Recorder of the City and County of San Francisco, State of California; and

WHEREAS, it appears to the best interests of this Association and the members thereof that said land shall be freed from such conditions and restrictions to the extent that same may be used as a drive-in and parking area operated in conjunction with a food market;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, that the land hereinafter described be and same is hereby freed and released from the hereinabove mentioned conditions and restrictions to the extent but not further or otherwise, that same may be used as and for a drive-in and parking area operated in conjunction with a food market adjacent thereunto; and

RESOLVED, FURTHER, that the President or any Vice President and the Secretary or any Assistant Secretary of this Association be and they are hereby authorized, directed and empowered to sign, acknowledge and file for recordation a written instrument amending the restrictions applicable to said land and permitting same to be used as and for a drive-in and parking area in conjunction with a food market upon property adjacent thereunto; and

RESOLVED, FURTHER, that the land to which this resolution and said instrument of amendment relate is that certain piece or parcel of real property situated in the City and County of San Francisco, State of California, and bounded and described as follows:

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Commencing at the junction of the easterly line of Faxon Avenue and the northeasterly line of Ocean Avenue, thence running in an easterly direction on Ocean Avenue 102.806 feet thence northeasterly 100 feet; thence northwesterly 20 feet; thence northeasterly 38 feet; thence northwesterly 100.676 feet; thence southwesterly on a curve 135.519 feet to the point of commencement, being portion of the westerly 20 feet of lot 14 and lots 15, 16, 17 and 18, Block 3196, map of Westwood Park.

WHEREAS, RESIDENTIAL DEVELOPMENT COMPANY OF SAN FRANCISCO, a California corporation, did on the 24th day of March, A.D. 1917, make and execute, in writing, a certain "Declaration of Easements, Restrictions, Conditions, Covenants, Charges and Agreements affecting real property known as Westwood Park, which is situated in the City and County of San Francisco in the State of California" (hereinafter referred to as "said Declaration") which was also signed by this corporation and which was thereafter on the 16th day of March, A.D. 1917, recorded in the office of the County Recorder of the City and County of San Francisco, State of California, in Liber 1015 of Deeds, at pages 25, et seq; and

WHEREAS, this corporation amended said Declaration by adding thereto a new clause numbered XVI, which said amendment was effected in the manner provided for by Clause I of said Declaration and evidenced by the certificate of the Secretary of Westwood Park Association, a corporation, dated October 31st, 1922 and thereafter recorded in the office of the county recorder of said City And County of San Francisco, in Liber 600 of Official Records, at pages 292, et seq., and thereafter amended said Clause XVI by an amendment effected, evidenced and recorded in like manner; and

WHEREAS, this corporation desires to further amend said Declaration as so amended, to the extent and in the particulars hereinafter set forth, pursuant to the powers conferred upon by it Clause of said Declaration;

NOW, THEREFORE, BE IT RESOLVED: That the said Declaration as so amended be, and the same hereby is, further amended by adding thereto a new Clause which shall be numbered XVII, and shall read as follows:

XVII  
CHANGE, MODIFICATION AND AMENDMENT OF THESE RESTRICTIONS AS  
TO CERTAIN PROPERTY

The foregoing restrictions, conditions, covenants and agreements are hereby changed, modified and amended as to that certain real property forming a part of Westwood Park, and described as follows:

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COMMENCING at the point of intersection of the northeasterly line of Ocean Avenue, as the same now exists, with the westerly line of Lot No.5, in Block 3196, as said westerly line is shown on the map hereinafter referred to; running thence northerly along the westerly line of Lots Nos. 5 and 4, as shown on said map, 38.90 feet to a point distant thereon 20 feet southerly from the northerly line of said Lot 4; thence easterly and parallel with said northerly line of lot 4, 95' to the westerly line of Miramar Avenue; thence southerly along said line of Miramar Avenue 27.902 feet; thence along the arc of a curve to the right with a radius of 28 feet, a distance of 51.329 feet to a point on said northeasterly line of Ocean Avenue; and thence northwesterly along said last named line 61.855 feet to the point of commencement. BEING a portion of Lots Nos. 4 and 5, in Block No. 3196, Westwood Park, according to map thereof filed March 20, 1917, and recorded in Liber "H" of Maps, at pages 65 to 71 inclusive, in the office of the Recorder of the City and County of San Francisco, State of California.

The building now situate upon the said real property so described may be put to store and/or office use. In the event a new building is erected upon said property the same shall be two stories in height, and plans and specifications therefor must be submitted to and approved by a duly authorized officer or officers of the Westwood Park Association.

Except as hereinabove provided, all of the restrictions contained in this Declaration shall apply to said property above described: provided, however, that none of the provisions of Clause XVI, as amended, of this Declaration, shall apply to said property. This Clause shall not apply to any property in Westwood Park other than the property hereinabove described."

AND I CERTIFY the foregoing to be a full, true and correct copy of a resolution adopted on the ninth day of January, 1941, and that said resolution was so adopted by the affirmative vote of members representing more than two-thirds of all the lots in said Westwood Park.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of said Westwood Park Association, a corporation, this 22nd day of January, A.D., 1941.

K. Freitag, Secretary of  
WESTWOOD PARK ASSOCIATION  
A corporation

IN WITNESS WHEREOF, the Westwood Park Association has caused its name to be hereto subscribed by its respective officers.

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Dated: April 11, 1992 at San Francisco, California

KURT MEINHARDT, PRESIDENT

DAVID NAJMAN,  
SECRETARY/TREASURER

STATE OF CALIFORNIA                                    )  
  )  
CITY AND COUNTY OF SAN FRANCISCO    ) ss.

On April 11<sup>th</sup>, 1992, before me, MARGARET E. REED, the undersigned, a Notary Public, in and for said City and County and State, personally appeared KURT MEINHARDT and DAVID NAJMAN, known to me to be the president and secretary/ treasurer (respectively) of the corporation described in and who executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

Signature: MARGARET REED (This area for official notarial seal)

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## AMENDMENT TO THESE RESTRICTIONS AS TO A CERTAIN PROPERTY

WHEREAS, the City and County of San Francisco, a municipal corporation (the "City"), is considering the acquisition of the property known as Lots No. 17, 18, and 19 in Block 3199, as shown on the Map of Westwood Park, San Francisco, recorded March 20, 1917 in Map Book "H" at Pages 65-71, commonly referred to as 1298 Ocean Avenue (the "Proposed Library Site"), in order to construct a branch public library; and

WHEREAS, the Proposed Library Site is a part of the lands subject to the conditions, covenants, restrictions and easements contained in a Declaration dated March 24, 1917 and recorded on March 26, 1917, in Liber 1015 of Deeds at pages 25 et seq. in the office of the County Recorder of the City and County of San Francisco, State of California, as subsequently amended (collectively, the "Westwood Park CC&Rs"); and

WHEREAS, it appears to the best interests of this Association and the members thereof that the Proposed Library Site be freed from the Westwood Park CC&Rs as set forth below;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, that the Proposed Library Site is hereby freed and released from the Westwood Park CC&Rs from and after the date that the City acquires title to the Proposed Library Site for so long as the Proposed Library Site is used as and for a public library and related uses; and

RESOLVED, FURTHER, that the President and the Secretary of this Association be and they are hereby authorized, directed and empowered to sign, acknowledge and file for recordation a written instrument amending the Westwood Park CC&Rs consistent with the above resolution, and to take any and all additional acts necessary to effectuate the intent and purpose of the above resolution; and

I CERTIFY the foregoing to be a full, true and correct copy of a resolution adopted on the 17th day of June, 2003, and that said resolution was so adopted by the affirmative vote of members representing more than two-thirds of all the lots in said Westwood Park.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of said Westwood Park Association, a corporation, this 30th day of June, 2003.

Kathleen Beitiks, Secretary of WESTWOOD PARK ASSOCIATION, a corporation

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