

La Jolla Palisades 1

DECLARATION OF CONDITIONS AND RESTRICTIONS

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LA JOLLA PALISADES

UNIT NO. 1

This Declaration of Conditions and Restrictions made this 19th day of September, 1958, by LA JOLLA PALISADES, a partnership of San Diego, California.

WITNESSETH:

WHEREAS, said LA JOLLA PALISADES, a partnership, is the owner of all that real property situated in the city of San Diego, County of San Diego, State of California, more particularly described as follows:

All of La Jolla palisades Unit No. 1 according to the map thereof No. 3966, filed in the office of the County Recorder of San Diego County September 11, 1958: and

WHEREAS, said LA JOLLA PALISADES, a partnership, hereinafter referred to as "Owner" before selling and conveying any of the above described property desires to subject said property to certain conditions and restrictions for the protection and benefit of the prospective owners thereof:

NOW, THEREFORE, this Declaration of conditions and restrictions is made as follows:

GENERAL PLAN FOR PROTECTION AND BENEFIT OF ALL LOTS

That the owner hereby certifies and declares that it has established and does hereby establish the following general plan for the protection and benefit of all said real property and has fixed and does hereby fix the following protective conditions and restrictions upon and subject to which each and all of the lots to be subdivided from the above described property shall be held, leased or sold, and/or conveyed by it as the Owner; and that such conditions and restrictions shall inure to and pass with each and every lot, and shall apply to and bind the respective successors in interest of the present Owner thereof.

SAID CONDITIONS AND RESTRICTIONS ARE AS FOLLOWS:

SINGLE FAMILY RESIDENCES That said lots shall be used for residential purposes only; and no building shall be erected, constructed, altered or maintained on

any of said lots other than a dwelling for a single family (including guests and household servants), with customary and suitable outbuildings.

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ARCHITECTURAL COMMITTEE There shall be an Architectural Committee consisting of three (3) persons to be appointed. by Owner. Each of said persons so appointed shall be subject to Removal at the direction of Owner at any time, and from time to time, and all vacancies on said committee shall be filled by appointment of Owner. In the event of the failure of Over to appoint such Committee or to fill any vacancies therein within 30 days after such vacancy occurs, then in such event the owners of a majority in number of the lots in said subdivision shall have the right, by written document, to appoint the members of said committee or to fill any vacancies therein.

PLANS AND SPECIFICATIONS No buildings shall be commenced on any of said lots until the complete plans and specifications for such building and the location thereof, together with a Landscape plan, and a grading plan, if a grading plan is requested, have been approved by a Committee appointed by said Owner, or, where such Owner refuses to appoint such Committee, by a Committee elected by the Owners of a majority of the improved lots and plots; provided, however, that in the event said Committee fails to approve or disapprove such design and location, landscaping plan and grading plan, if such grading plan is requested, within thirty (30) days after the submission of said plans to them, or, there is no such Committee appointed or elected, then such approval will not be required provided that any dwelling and out-building to be erected, and the grading, and landscaping conform to and are in harmony with similar structures in said tracts provided, further, that said plans and - specifications shall be drawn-by and the supervision. of construction thereunder, after Committee approval, shall be made by a licensed architect, provided, further, that such Committee may approve the services of a competent designer in llea of the services of a licensed architect, if such designer's request for consideration be submitted in writing to such Committee prior to the drafting of plans and specifications. A charge of \$25.00 shall be made by the Committee for its examination and written report of the original plans and specifications submitted by the lot owner. No charge shall be made for subsequent examination of alterations or additions.

GRADING PLAN REQUIRED The owner of a lot shall submit a grading plan for the lot and no grading shall be done on such lot until a grading plan thereof has been approved in writing by the Architectural Committee. In no instance shall any regrading be done which shall adversely affect the original grading plan or interfere with the maintenance of drainage to the street.

If construction of any building is placed closer than 6 feet to a compacted fill bank, the footing shall be carried to a depth that will provide a horizontal minimum distance of 6 feet from the face of the original compacted fill bank.

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ROOFS That roofs shall have a maximum height of 20 feet from the average ground level surrounding the house to the ridge of the roof, and a minimum pitch of 2 feet in 12 feet, and a maximum pitch of 5 feet in 12 feet, with a ridge at or near the center of the building. The Architectural Committee may approve a higher pitch, provided it does not interfere with the view of the adjoining property; and the Architectural Committee may, in appropriate instances, approve a roof with a lesser pitch, provided it consists of 2 or more planes. Types and colors of all roofs shall be approved by the Committee.

MINIMUM FLOOR AREA That the floor square-foot area, exclusive of porches, patios and garage, of any dwelling, shall not be less than 2,000 square feet. The Architectural Committee may approve variances, not exceeding 10% from said minimum square footage area, in appropriate instances.

SIDE-YARDS COMMON-BOUNDARY That no building shall be erected or maintained on any lot nearer than 10% of the width of the lot (measured at street frontage) from any common line, and in no event closer than 7 feet to any such common line. As to lots having a frontage in excess of 100 feet, a side-yard of 10 feet will be the maximum required. The roof overhang or any chimney structure may extend into said side yard area a maximum distance of 2 feet. The Architectural Committee shall have the right to modify these sideline requirements if the physical characteristics or shape of any lot requires modification thereof in the opinion of the Committee.

VENTS AND STACKS Plumbing, vents and stacks, and ventilation pipes of terra cotta, copper, galvanized iron or other materials shall not be allowed to protrude through roofs, unless such vents or stacks are covered with an approved form of chimney to hide such pipes and vents, and in no instance shall such pipes or vents be permitted on the front surface of any roof, unless approved by the Architectural Committee.

HEIGHT LIMIT No building or out-building shall be more than one story in height. An exception may be made by the Architectural Committee where the natural contour of the property has a slope that will permit a lower story on the side of a hill or slope which will not obstruct the view from adjoining property.

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SHRUBS, LAWN AND TREES That not later than six (6) months after the completion of a dwelling, the owner thereof shall landscape said lot with ornamental plants, trees, shrubs and flowers. No tree of a large or tall variety, shall be planted in the side-yard area of any lot. All trees shall be trimmed by the owner of the lot upon which they are located so that none of them shall exceed the height of the dwelling of said lot; provided, however, that where any tree does not obstruct the view from contiguous lots in said property, the trimming thereof shall not be required. If the owner fails, refuses or neglects to trim any tree which exceeds the height of such dwelling and is obstructing the view of other property owners, the Architectural Committee may cause, said tree or

trees to be trimmed and the cost thereof shall be paid by the owner of the lot upon which such tree or trees are located.

WEEDS AND RUBBISH Purchaser will clear weeds, rubbish, or debris from his lot, and maintain said lot free and clear of any such weeds, rubbish, or other debris to reduce all possible fire hazards, and so as not to damage the value of the adjoining lot or lots.

FENCES AND EDGES That no fence rail or hedge over 32 inches in height shall be placed in front of the set back line on a lot, as shown on the recorded map of said property, and no fence, wall (except a retaining wall), rail, hedge or other barrier which shall exceed 72 inches in height shall be erected elsewhere along any boundary line of the lot.

RADIO AND TELEVISION ANTENNAE AND FLAG POLES That all radio poles or antennae and television antennae placed upon the roof of any building shall not exceed 12 feet in height above the ridge of such roof. No radio or television pole or antenna or flag pole shall be erected, constructed or placed elsewhere upon any of said lots, except with the prior written approval of the Architectural Committee. The Architectural Committee may, in appropriate instances, approve variances from the above requirements.

POST LIGHTS That there shall be installed concurrently with the erection of the buildings, and maintained in good working order at all times, a post-light of ornamental design in the front yard area, or attached to the front of the buildings, which shall be operated by a time clock for the minimum period from sundown to midnight, daily,

NEW BUILDINGS ONLY That no buildings of any kind shall be moved from any other place onto any of said lots, or from one lot onto another lot, without prior written permission from the Architectural Committee.

NO SECONDHAND MATERIALS - PAINTING REQUIRED That no secondhand or used materials shall be employed in the construction of any buildings on any lot herein without the prior written consent of the Architectural Committee. All buildings and fences which are of frame construction shall be painted or stained with at least two coats upon completion.

NO TEMPORARY DWELLINGS That no tent, shack, trailer or garage shall at any time be used on any lot for residence purposes, either temporarily or permanently, and no dwelling of a temporary character shall be permitted.

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DILIGENCE IN CONSTRUCTION REQUIRED That the work of constructing and erecting any building or other structure shall be prosecuted diligently from the commencement thereof and the same shall be completed within a period a period of six

months in accordance with the requirements herein contained. No outbuilding shall be completed prior to the completion of the dwelling, except that temporary quarters may be erected for workmen engaged in building a dwelling on the premises, but such temporary quarters must be removed as soon as the dwelling is completed.

EXTERIOR ALTERATIONS That no alteration shall be made in the exterior design or color of any structure unless such alteration, including any addition, shall have first been approved in writing by the Architectural Committee.

SERVICE YARD That each lot shall be so improved as to provide for a service yard of not less than 200 square feet in area. This service yard shall be located on the rear two-thirds of the lot, and provisions shall be made solely within such area for rubbish disposal, clothes lines and other facilities customarily used in the maintenance of residential property. Said service yard shall be enclosed with a dense hedge, fence, wall or other structure as approved by the Architectural Committee.

NO SIGNS That no sign/of any kind or for any use or purpose whatsoever shall be erected, posted, pasted, painted, or displayed upon any of said lots or upon any building or other structure thereon, without the prior written permission of the Committee.

NO WELLS OR MACHINERY That no well for the production of, or from which there is produced water, oil or gas or other hydrocarbon shall be operated upon any lot; nor shall any machinery, appliance, or structure be placed, operated, or maintained thereon for use in connection with any manufacturing or repairing business.

NO FARM ANIMAL, ETC. That no turkeys, geese, chickens, ducks, pigeons or fowl of any kind or goats, pigs, rabbits, hares, horses, or animals usually termed "farm animals" shall be kept or allowed to be kept on any of said lots.

CATS, DOGS AND OTHER PETS That not more than two dogs and/or two cats shall be kept as pets on any of said lots at any time; and no part of any lot shall be used for the purpose of breeding and raising dogs, cats, birds, parakeets or other pets: and nothing shall be done upon any lot which may constitute a nuisance or annoyance to the adjoining lot owners.

SALE RESTRICTIONS All resales of lots are subject to the approval of a majority of the property owners in the tract. If an owner desires to sell, he must submit in writing to the committee, appointed by the owners for such purpose. The proposed terms and conditions of sale of any bona fide offer to purchase. The majority of the property owners may hereafter elect to purchase the subject property within 30 days from receipt of such notice, on the same terms and for the same price as the bona fide offer submitted by the lot owner, and if they fail to do so within such period said resale shall be deemed approved.

EXTENSION OF CONDITIONS AND RESTRICTIONS

EACH AND ALL OF THE FOREGOING CONDITIONS AND RESTRICTIONS SHALL TERMINATE ON JANUARY FIRST, NINETEEN HUNDRED EIGHTY-EIGHT, unless the owners of a majority of said lots have executed and recorded at any time within six months prior to January 1, 1988 in the manner required for conveyance of real property, a writing in which they agree that said Conditions and Restrictions shall continue for a further specified period, and providing therein a similar provision for the further extension of said Conditions and Restrictions; and said majority may in said agreement provide that said Conditions and Restrictions or some of them, shall no longer apply to certain lots; provided, also that the above and foregoing Conditions and Restrictions may be modified, after said termination date, at the times and in the manner hereinabove provided for the extensions of said Conditions and Restrictions; all of which extensions and modifications shall become effective on the expiration date of the Conditions and Restrictions In force at the time of such extension or modification.

NOTICE OF CLAIM OF BREACH The owner, or any Architectural Committee appointed by the owner, or any Architectural Committee appointed by the Owner of a majority of said lots, say at any time that he or the Architectural Committee doses a breach of these conditions and Restrictions has occurred, execute, acknowledge and record in the Recorder's Office of San Diego County, a Notice of Claim of Breach, setting forth the facts of such breach, describing the lot or lots upon which such breach has occurred and setting forth the name of the owner Or owners thereof. Such notice, upon being recorded, shall be notice to all persons of such breach, provided an action is commenced within 60 days after the recording of such notice to establish such breach, and if no such action is commenced with in such 60-day period, then and in that event such notice shalt be of no force and effect whatsoever and the breach set forth in said notice shall be presumed to have been remedied.

PROTECTION FOR MORTGAGEES AND TITLE INSURANCE COMPANIES That the owner of any encumbrance made for value on any sad lot or lots and any corporation insuring the lien of any such encumbrance may conclusively presume that no breach exists under these conditions and restrictions, provided such encumbrance is recorded in the office of the County Recorder of San Diego County prior to the commencement of any action to establish any such breach, and more than 60 days after the recording of any notice of claim of breach, anything contained herein to the contrary notwithstanding.

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INVALIDITY OF ANY PROVISION That in the event any condition or restriction herein contained be invalid, or held invalid or void by any court of competent jurisdiction, such invalidity or nullity shall in no way affect any other condition or restriction herein contained.

NO WAIVER That no waiver of a breach of any of the foregoing conditions or restrictions shall be construed as a waiver of any succeeding breach of the same, or any other condition or restriction.

MORTGAGE LIENS A breach of the foregoing conditions and restrictions, shall not affect, or render invalid the lien of any mortgage or deed of trust made for value which may then be a lien, or become a lien, upon said property; but such conditions and Restrictions shall be binding upon and effective against any owner, and heirs, devisees, executors, administrators, successors and assigns of any owner, whose title is acquired under or through any such mortgage or deed of trust by foreclosure, trustee's sales, or otherwise.

LEGAL REMEDY If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants contained herein It shall be lawful for any other person owning any real property situated is said subdivision to institute proceedings at law or in equity against the person or persons violating or attempting to violate any such coven-ants, and either to prevent him or them from so doing, or to recover damages for such violation.

NO REVERSIONARY RIGHTS The covenants and restrictions hereby adopted and established do not and shall not be construed (nor shall a breach or violation thereof be so construed) as to create, vest or reserve to the above named Owner, Its successors or assigns, any reversionary rights, title or interest in or to the above described land or any part thereof.

IN WITNESS WHEREOF, said Owner, has signed this instrument the day and year first hereinabove written.

LA JOLLA PALISADES, a partnership,

by, JOINT VENTURES, INC., a partner

BY "Gilbert J. Martin"
Gilbert J. Martin, President

BY "G.M. Trisler"
G.M. Trisler, Assistant Secretary

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STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On this 23rd day of September, in the year 1958 before me, the undersigned a Notary Public in and for said county and state, personally appeared GILBERT J. MARTIN, known to me to be the President and G. M. Trisler, known to me to be the Assistant

Secretary of Joint Ventures, Inc., the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of La Jolla Palisades, the partnership that executed the within Instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

"Max Gundry"
Notary Public In and for said county and State

La Jolla Palisades Extension Document

EXTENSION OF DECLARATION OF CONDITIONS AND RESTRICTIONS
LA JOLLA PALISADES
Unit No. 1

RECITALS:

- A. LA JOLLA PALISADES UNIT NO. 1 is a subdivision in the City of San Diego, County of San Diego, State of California, created by Map No. 3966, filed in the Office of the County Recorder of San Diego County, September 19, 1958.
- B. Declaration of Conditions and Restrictions (the "Declaration") for said LA JOLLA PALISADES UNIT NO. 1 was recorded September 23, 1958, in Book 7267, at Page 308, of official Records of San Diego County, California.
- C. Declaration of Modifications of Restrictions (the "Modifications") affecting LA JOLLA PALISADES UNIT NO. 1 was recorded October 23, 1958, in Book 7316, at Page 20, of Official Records of San Diego County, California.
- D. The Declaration contains the following provisions:

"EXTENSION OF CONDITIONS AND RESTRICTIONS"

"EACH AND ALL OF THE FOREGOING CONDITIONS AND RESTRICTIONS SHALL TERMINATE ON JANUARY FIRST, NINETEEN HUNDRED EIGHTY EIGHT, unless the owners of a majority of said lots have executed and recorded at any time within six months prior to January 1, 1988 in the manner required for conveyance of real property, a writing in which they agree that said Conditions and Restrictions shall continue for a further specified period, and providing therein a similar provision for the further extension of said Conditions and Restrictions; and said majority may in said agreement provide that said Conditions and Restrictions or some of them, shall no longer apply to certain lots; provided, also that the above and foregoing Conditions and Restrictions may be modified, after said termination date, at the times and in the manner hereinabove provided for the extensions of said Conditions and Restrictions; all of which extensions and modifications shall become effective on the expiration date of the Conditions and Restrictions in force at the time of such extension or modification.

- E. The undersigned are the owners of the lots in LA JOLLA PALISADES UNIT NO. 1 set forth following their signatures.
- F. There are ninety (90) lots in LA JOLLA PALISADES UNIT NO. 1, number Lots 1, 2, 3A, 4A, 5A, 7A, 8A, 9A, 11A, 12A, 13A, and 15 through 93, inclusive. The

undersigned are, there, the owners of a majority of the lots in LA JOLLA
PALISADES UNIT NO. 1

AGREEMENT AND EXTENSION:

1. The undersigned agree to extend the Declarations, as modified by the modifications, for an additional term of forty (40) years.
2. The provision of the Declaration quoted in paragraph A above is modified and amended to provide as follows:

"EXTENSION OF CONDITIONS AND RESTRICTIONS"

"EACH AND ALL OF THE FOREGOING CONDITIONS AND RESTRICTIONS SHALL TERMINATE ON JANUARY 1, 2028, unless the owners of a majority of said lots have executed and recorded at any time within six months prior to January 1, 2028 in the manner required for conveyance of real property, a writing in which they agree that said Conditions and Restrictions shall Continue for a further specified period, and providing therein a similar provision for the further extension of said Conditions and Restrictions; and said majority may in said agreement provide that said Conditions and Restrictions or some of them, shall no longer apply to certain lots; provided, also that the above and foregoing Conditions and Restrictions may be modified, after said termination date, at the times and in the manner hereinabove provided for the extensions of said Conditions and Restrictions; all of which extensions and modifications shall become effective on the expiration date of the Conditions and Restrictions in force at the time of such extension of modification."

3. In all other respects, said Declaration as previously modified by the Modifications, shall remain in full force and effect.
4. This instrument may be executed in any number of duplicate counterparts, and the undersigned have signed it with the condition and understanding that it shall be effective and may be recorded only when it has been signed by the Owners of a majority of said lots within LA JOLLA PALISADES UNIT NO. 1.

When Recorded Mail To: Charles R. Lops, P.O. Box 8005, San Diego, CA. 92102