

Declaration Concerning Restrictions and Improvements

Recorded May 3, 1949, in Book 1837, Page 452 of Official Records of Orange County, California

THIS DECLARATION made this 2nd day of May, 1949, by JENNIE S. CRUTCHER FOUNDATION, INC., a Corporation duly organized and existing under and by virtue of the laws of the State of Oklahoma, herinafter called the "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of the real property located in Corona del Mar, State of California, and more particularly described as:

Lots One (1) to One Hundred-Ninety (190), both inclusive, Corona Highlands, Tract No. 1237, City of Newport Beach, County of Orange, State of California, as recorded in Book 40, Pages 19 & 20, Miscellaneous Maps, Records of said Orange County.

WHEREAS, Declarant, before said property is sold, desires to subject said property to covenant, conditions, restrictions, provisions, reservations and charges herinafter set forth, for the benefit of said property and of the present and subsequent owners thereof.

NOW, THEREFORE, DECLARANT DOES HERE DECLARE AND IMPOSE FOR THE BENEFIT OF:

- (1) Declarant, its successors, and assigns: and
- (2) all others hereafter acquiring title to said lots and each of them,

as a general plan for the use, occupancy and improvement of said lots and each of them, those conditions, provisions, covenants, restrictions, reservations and charges herinafter expressed, which insofar as they are made applicable to each of said lots (a) shall apply to and bind the Declarant as and while the owner of each or any of said lots and also each and every future owner of each, every and any of said lots, (b) shall inure to the benefit of not only Declarant, but also of each and every future owner of each, every and any of said lots; (c) shall run with and be binding upon the land, and (d) may be enforced not only by Declarant, but also by any future owner of each, every or any of said lots; and said lots are and each of them shall be held and conveyed upon and subject to the conditions, provisions, covenants, restrictions, reservations and charges herein set forth.

The word "Lot" or "Building Site," as used herein shall be deemed and construed to refer to any numbered parcel shown on said maps of TRACT NO 1237, or while held in the same ownership, shall be deemed and construed to refer to (a) two or more adjoining parcels having a common side or side lines, (b) all of one such parcel and a portion or portions of adjoining parcels having a common sideline or sidelines, and (c) contiguous portions of two parcels running on the same street and having a combined area equal to or greater than the original area of either of said parcels, and having a total frontage equal to or greater than the original frontage of either of said parcels.

Said covenants, conditions, restrictions, provisions reservations and charges now made applicable to said lots are as follows, to-wit:

1. That all lots in said Tract No. 1237 shall be and are described as single family residential lots except the following: (a) Lots One (1), Two (2), and Three (3), both inclusive, may be used for residential income, commercial and/or professional purposes free from the restrictions set forth in this declaration. (b) Lots Four (4) to Forty-Six (46), both inclusive, and Lots Sixty-One (61) to Sixty-Four (64), both inclusive, and Lot One Hundred-Ninety (190), may be used for residential income purposes, excluding hotels, cafes, tenement houses, auto courts and sanitariums. Not to contain more than two residential units of at least seven-hundred-fifty (750) square feet of liveable area in each unit and not to be over one story in height and the highest ridge or point thereof shall not be over Sixteen (16) feet above the finished grade level at that point of said lot. If a single family residence is erected on any of the lots described in this paragraph, it must have an aggregate usable floor area of not less than One Thousand (1000) square feet.

2. All lots in said tract, except those described in paragraphs 2-a, and 2-b, shall be used only for private one-family residences not to exceed one story in height, said one story shall not exceed sixteen (16) feet above highest finished grade level, except lots 176-180, both inclusive, and lots 159 to 164, both inclusive, which shall be used only for private one-family residences by may, if desired, contain two stories in height and the highest ridge or point thereof shall not be over twenty-two (22) feet above the highest finished grade level of said building location. All lots in said tract except those described in paragraphs 1-a and 1-b must have an aggregate usable floor area (exclusive of porches, patios, cellars and garages incorporated in and forming a part of such residential structure) of not less than one thousand (1000) square feet, except lots 111 to 164, both inclusive, and lots 94-98, both inclusive, must have an aggregate usable floor area (exclusive of porches, patios, cellars and garages incorporated in and forming a part of such residential structure) of not less than twelve-hundred-fifty (1250) square feet.

3. That an Architectural Committee shall be appointed composed of three individuals, at least two of whom shall be appointed by Declarant, its successors, assigns or its duly authorized agent, or as otherwise provided herein, and one of whom the IRVINE COMPANY, A WEST VIRGINIA CORPORATION, shall have the right to appoint. Said Committee is to approve or reject any plot plans, plans or specifications for structures to be erected on the lots in said tract, including the right to approve or reject exterior colors on all buildings and visible roof area. Any actions by said Committee may be taken by a majority thereof and members of said Committee may act without a meeting. Should said Committee fail to approve or disapprove plot plans, building plans and specifications filed with it by the owner or owners of any lot within fifteen (15) days after such filing, owner of said lot shall notify Declarant in writing. If, within thirty (30) days after such notice, Declarant shall fail to approve or disapprove said plans and specifications, then such approval shall be deemed to have been waived and owner of such lot may thereafter effect thereon such structure as these restrictions permit.

4. No Building, fence, wall or other structure shall be erected, or altered upon any portion of any lot or building site unless two complete copies of building plans therefor and two complete specifications for the erection thereof shall have been submitted to and approved in writing by the Architectural Committee. One copy each of the approved plans and specifications is to be retained by the Architectural Committee for its permanent record and evidence of said Committee's approval is to be mailed by said Committee to the Declarant, its successors, assigns or duly authorized agent. The Architectural Committee shall have the right to approve the location of drying and service yards as well as the means taken to shield the same from street view. No residence shall be erected with a single wall construction.

5. Declarant, its successors or assigns or authorized agent, shall have the right to remove any member or members of said Architectural Committee so appointed by it and to fill any vacancies caused by such removal, or death or resignation or any other inability to act of any member so appointed by it. Should a vacancy occur in said Committee and Declarant fails, or if said vacancy is one that can be filled by The Irvine Company and The Irvine Company fails, to appoint a new member to fill said vacancy within thirty days after written notice to do so by any lot owner in said tract, then, in that event, the right of appointing said member of the Architectural Committee shall be vested in the owners of lots in said Tract, and each lot shall be entitled to one vote, irrespective of the number of owners of any one lot, either at a meeting of such owners or in writing without a meeting.

6. Declarant may assign, transfer, delegate and set over all of its rights and power of architectural control and its appointment of members of the Architectural Committee hereunder to any corporation or association now or which may be hereafter organized, members of which shall be lot owners in said tract. Said corporation or association shall assume the duties of Declarant hereunder pertaining to the particular rights and powers so assigned, transferred, delegated and set over, and upon such corporation or association evidencing its consent in writing to accept the same and to assume such duties it shall to the extent thereof have the same rights, powers and duties as are given Declarant herein.

7. No foundation wall of a building erected on any lot shall be placed nearer the side lot line than five (5) feet except with the specific approval of the Architectural Committee hereinabove created, and except in cases where garage is separate from the residence and at the rear of the lot in which event garage may be placed as close as one foot from side line provided that proper drainage equipment is placed on it to carry off all water from roof, etc. so that it shall not fall at any time on adjoining lot.

8. No advertising structures or signs, whether advertising said property for sale or for other purposes, shall be displayed anywhere on said property unless same shall have first been approved by the Architectural Committee.

9. Garbage and trash shall be kept in concealed, covered containers and location of same shall be shown on plans submitted to the Architectural Committee.

10. No trees or shrubs shall be planted which, when fully grown, shall block or interfere with the ocean view of adjoining or other properties in said tract. Any trees planted shall not, when fully grown, exceed sixteen (16) feet in height.

11. A violation of any restriction shall cause the particular property upon which the restriction is violated to revert to the Declarant, its successors or assigns. Said reversion, however, shall not prejudice the rights or security of any mortgage or owner of liens or trust deed on premises, provided, however, any purchaser at foreclosure sale shall be bound by these restrictions.

12. No noxious or offensive trade or activity shall be carried on upon the lots in said tract. House trailers, trailers, boats, business and commercial vehicles must be stored within private garages.

13. There shall be no drilling for or production of oil, gas or hydro-carbon substances on any lots in said tract.

14. No part of a residential lot shall be used for business, professional or mercantile purposes.

15. Nothing herein contained shall prevent the erection, maintenance and use by Declarant and its agents of tract offices upon any lot in said tract in connection with the marketing of the lots in said tract. Lot One Hundred Seventy-Two (172) may be used for storage and shops during construction of homes on said tract.

16. That neither Declarant nor the Irvine Company nor said Committee or any member thereof shall be responsible for structural or other defects of any kind or nature whatsoever in said plans or specifications nor in any building or other structure erected in accordance therewith.

17. That no machinery, appliance or structure shall be placed, operated or maintained on any building site except as may be usual and customary in connection with the maintenance of a private residence. That no excavation for stone, sand gravel, rock or earth, or for any other purpose shall ever be made on any building site unless such excavation is necessary in connection with the erection of an approved structure thereon. That no stable, poultry house or yard, pigeon loft or house, beehive or rabbit hutch or house, kennel or aviary shall be erected, constructed or maintained on any building site, nor shall horses, cattle, hogs, cows, goats, sheep, rabbits, or other animals, pigeons, pheasants, game birds, game or other birds, fowl or poultry be raised, except that dogs and cats may be kept hereon, provided they are not kept, bred or raised thereon for commercial purposes or in unreasonable numbers. It is understood, however, that birds or rabbits may be maintained on said premises as pets, not exceeding four of each number, and that this restriction shall not be construed to prohibit ordinary house hold pets which do not constitute an annoyance or nuisance to neighbors.

18. All fences, buildings and walls, etc., whether constructed at the time of the construction of the residence or in the future, shall be considered part and parcel of the residence and shall be approved by the Architectural Committee.

19. If, for any reason, there is uncertainty as to the front, side, or rear lines of any building site or where the front of the structure is to face, the Architectural Committee in respect thereto shall be final.

20. That the interior walls and ceiling of any garage erected on or maintained on any building site in said tract shall be plastered or finished in some other manner which is approved by the Architectural Committee.

21. It is the intention of the parties and agreed herein, that all of the other conditions and restrictions contained herein shall be binding and effective without respect to changed conditions or circumstances until the 1st day of January 1974. Thereafter, to-wit, after the 1st day of January 1974, the several restrictions, conditions, and covenants aforesaid, other than those contained in paragraphs 1 and 14 may be abrogated, rescinded or annulled in whole or in part, as to all or any of this tract, evidenced by an instrument in writing executed by the owners in the manner provided for by law for conveyances of the real property and duly recorded in the office of the County Recorder. If, within 180 days after the 1st day of January 1974, no such instrument is recorded, said restrictions will remain in full force and may, at 10 year intervals, dating from January 1974, be waived, changed or terminated by instrument in writing by the then owners of not less than 5% of the lots in Tract 1237.

IN WITNESS WHEREOF, the said JENNIE S. CRUTCHER FOUNDATION, INC., a Corporation, has hereunto caused its corporate name and seal to be affixed by its president and secretary thereunto duly authorized this 2nd day of May 1949.

JENNIE S. CRUTCHER FOUNDATION, INC.
By R.L. CRUTCHER
President
By MARIE B. CRUTCHER
Secretary

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss

On this 2nd day of May, 1949, before the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared R.L Crutcher, known to me to be the president, and Marie Be. Crutcher, known tome to be the Secretary of JENNIE S. CRUTCHER FOUNDATION, INC., 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 same.

IN WITNESS WHEREOF, I have herunto set my hand and affixed my official seal the day and year in this certificate first above written

SUSAN P. FOLEY
Notary Public in and for said County and State

My Commission Expires Aug. 4, 1952