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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

\$15.00
C:0

Broadmoor Homes, Inc.
17802 Irvine Boulevard
Tustin, California 92680
Attention: Mr. Larry R. Lizzotte

RECORDED AT REQUEST OF
FIRST AMER. TITLE INS. CO.
IN CRIPPLE VALLEY 40
ORANGE COUNTY, CALIF.
8:00 AM FEB 11 1976
L. WYLLIE CARLYLE, County Recorder

(Above Space For Recorder's Use Only)

SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION, made this 16th day of January, 1976, by BROADMOOR HOMES, INC., a California corporation ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property in the City of San Clemente, County of Orange, State of California, more particularly described as follows:

Lots 1 through 19, inclusive, of Tract 8963 as shown on a Map recorded in Book 369, Pages 43 through 45, inclusive, of Miscellaneous Maps, records of Orange County, California ("Property").

WHEREAS, Declarant desires to annex the Property to the "Original Property" described in, and to bring the Property within the general plan and scheme of, that certain Declaration of Covenants, Conditions and Restrictions recorded August 19, 1974, in Book 11224, Page 587, Official Records of Orange County, California, and as amended by the Amendment to Declaration of Covenants, Conditions and Restrictions recorded December 20, 1974, in Book 11309, Page 1350, Official Records of Orange County, California (the "Master Declaration"), which annexation shall be made pursuant to Section 2(a) of Article II of the Master Declaration; and

WHEREAS, Declarant will convey the Property subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as set forth in the Master Declaration, and specifically pursuant to Section 2 of Article II of the Master Declaration relating to the annexation of additional properties.

NOW, THEREFORE, it is declared as follows:

Section 1. The Property is hereby made subject to all of the terms, covenants, conditions and provisions as set forth in the Master Declaration, and specifically pursuant to Section 2 of Article II of such Master Declaration, to all intents and purposes as though the Property were a part of the Master Declaration.

Section 2. Except as provided in Section 3 of Article VII of the Master Declaration, no building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the Lots within the Property other than a single family dwelling designated for occupancy by not more than one family.

Section 3. No building, structure, improvement or addition (excluding chimneys and roof vents) shall be constructed, erected, altered, placed or permitted to remain on any portion of the Property which exceeds one story in height with a maximum height of 17 feet. No tree, bush or shrub shall be placed or maintained upon (i) any Lot described in Exhibit "A", attached hereto and incorporated herein by reference, which exceeds 17 feet in height or (ii) upon any other lot in the Property which exceeds 20 feet in height.

Section 4. There shall be granted to the Association, easements over the slopes of Lots 1 through 19, inclusive, of the Property, and the City allows encroachment over the parkways of Calle Delicada for maintenance purpose, as more particularly shown and described in the Slope Control Area Plan attached hereto as Exhibit "B" and incorporated herein by this reference for the purpose of maintaining said slopes (referred to herein as "Slope Control Area"). The Association shall maintain the Slope Control Area and all landscaping thereon, as originally improved by Declarant, in a neat, safe, sanitary and orderly condition (including the replacement of landscaping when necessary or appropriate) and in such a manner as to enhance their appearance and to preserve established slope ratios, prevent erosion and sliding problems, and facilitate the orderly discharge of water through established drainage systems.

Section 5: (a) Each Lot within the Property (except Lots 14 and 19 of Tract 8963) shall have an easement created thereon by grant or reservation six (6) feet in width, extending from the front lot line to the rear lot line thereof, as more particularly shown and described on the easement plan attached hereto as Exhibit "C" and incorporated herein by reference, for the benefit of the Lot (including Lots 2 through 14, inclusive, and 16 through 19, inclusive, of Tract No. 8963) adjoining and abutting said easement.

(b) Each such easement shall be used and enjoyed subject to the following terms and conditions:

(i) The easement shall be used only as a general recreational and garden area by the Owner of the Lot adjoining and abutting the easement, and each such Owner shall have the right to enter upon the easement area for such purpose. Such purpose shall include the right of such Owner to (a) construct upon the easement area an uncovered concrete patio and a wall, provided said wall shall not be closer than three (3) feet to the structural wall of the dwelling and (b) establish and maintain a landscaping and irrigation system thereon; provided such patio, wall and system shall be first approved by the Architectural Committee. The easement area and every part thereof, including the drainage system established by Developer and its successors and assigns, as part of the grading and original construction upon the Property, shall be maintained continuously in a neat and orderly condition by such Owner.

(ii) The Owner of the Lot on which the easement is located shall have the right, at reasonable times, upon reasonable notice and in a reasonable manner, to enter upon the easement area for the purpose of maintaining, repairing or restoring the structural wall of his dwelling, the structure of which it is a part, and the fence owned by him which adjoin and abut the easement.

(iii) No storage of any kind shall be permitted on the easement, nor shall any object or device of any kind be affixed to the structural wall or fence adjoining and abutting the easement without the prior written consent of the Owner of such wall or fence.

(iv) Except for the fences and structures established by Developer, or its successors and assigns, as part of the original construction upon the Property, and except as authorized by Section (b) (i) hereinabove, no fence or other structure of any kind shall be constructed within, upon or adjacent to the easement; provided, however, that an Owner of a Lot may construct a rear yard fence (which shall be first approved by the Architectural Committee) which may intersect with the easement area.

(v) No planting or other material or authorized structure (including patios) shall be constructed, altered, placed or permitted to remain upon the easement area which may change the direction of flow of the drainage system established by Declarant, or its successors or assigns, as part of the grading of and original construction upon the Property or which may obstruct, interfere or retard the flow of water through such system. The Owners of each Lot within the Property shall have the right to use the drainage system established within the easement adjoining and abutting their Lots for the purpose of draining their Lots (including atriiums); provided that such right of drainage shall not include the right to discharge noxious or offensive matter.

(vi) No use of the easement shall be made except as provided hereinabove.

Section 6. Each Lot within the Property is hereby declared to have an easement over all adjoining property for the purpose of accommodating any minor encroachment due to original engineering or surveying errors, errors in original construction, or settlement or shifting of a building or other structure, and for the purpose of maintaining such encroachment.

Section 7. The covenants, conditions and restrictions of this Supplementary Declaration may be amended only in accordance with Section 2 of Article X of the Master Declaration. Any amendment must be properly recorded.

IN WITNESS WHEREOF, Declarant has executed this instrument as of the day and year first above written.

BROADMOOR HOMES, INC.
a California Corporation

By [Signature]
Its Vice President / Division Manager

By _____
Its _____

116457 235

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On January 16, 1976, before me, the undersigned,
a Notary Public in and for said State, personally appeared
S. Reid Gustafson, known to me to be the Vice President
and _____, known to me to be the
_____ of BROADMOOR HOMES, 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 within instrument pursuant to its
By-Laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

[Signature]

Notary Public



COMPARA

A.P. LOG

POSTER

LOCATOR

FEB 11 1976

The undersigned, UNITED CALIFORNIA BANK, beneficiary under that certain deed of trust recorded May 16, 1974, in Book 11745, Page 1494, Official Records, Orange County, California, hereby consents to the within Supplementary Declaration of Covenants, Conditions and Restrictions for Broadmoor San Clemente, and hereby subordinates the lien of said deed of trust to the provisions contained herein.

UNITED CALIFORNIA BANK
a California Corporation

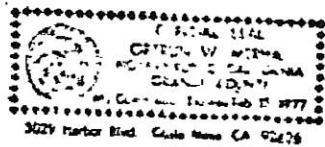
By [Signature]
Its Vice President

By [Signature]
Its Assistant Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On January 16, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared G. Eric Cassett, known to me to be the Vice President and Charles W. Schertzer, known to me to be the Ass't Vice President of United California Bank 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, and acknowledged to me that said corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



[Signature]
Notary Public

POSTER

LOCALIOR

FEB 11 1976

116457E 237

Exhibit "A"

Lots 1 through 19, inclusive, of Tract 8963 as shown on a Map recorded in Book 369, Pages 43 through 45 inclusive, of Miscellaneous Maps, records of Orange County, California.

COMPA

A.P. LOG

POSTER

LOCATOR

FEB 11 1976

1 4
2

SLOPE CONCRETE WALL
TRACT NO. 8963
IN THE CITY OF SAN CLEMENTE

FEB 11 1976

NO 17

116458 238

AVENIDA PRESIDIO

COMPARE

A.P. LOG

POSTER

LOCATOR

FEB 11 1916

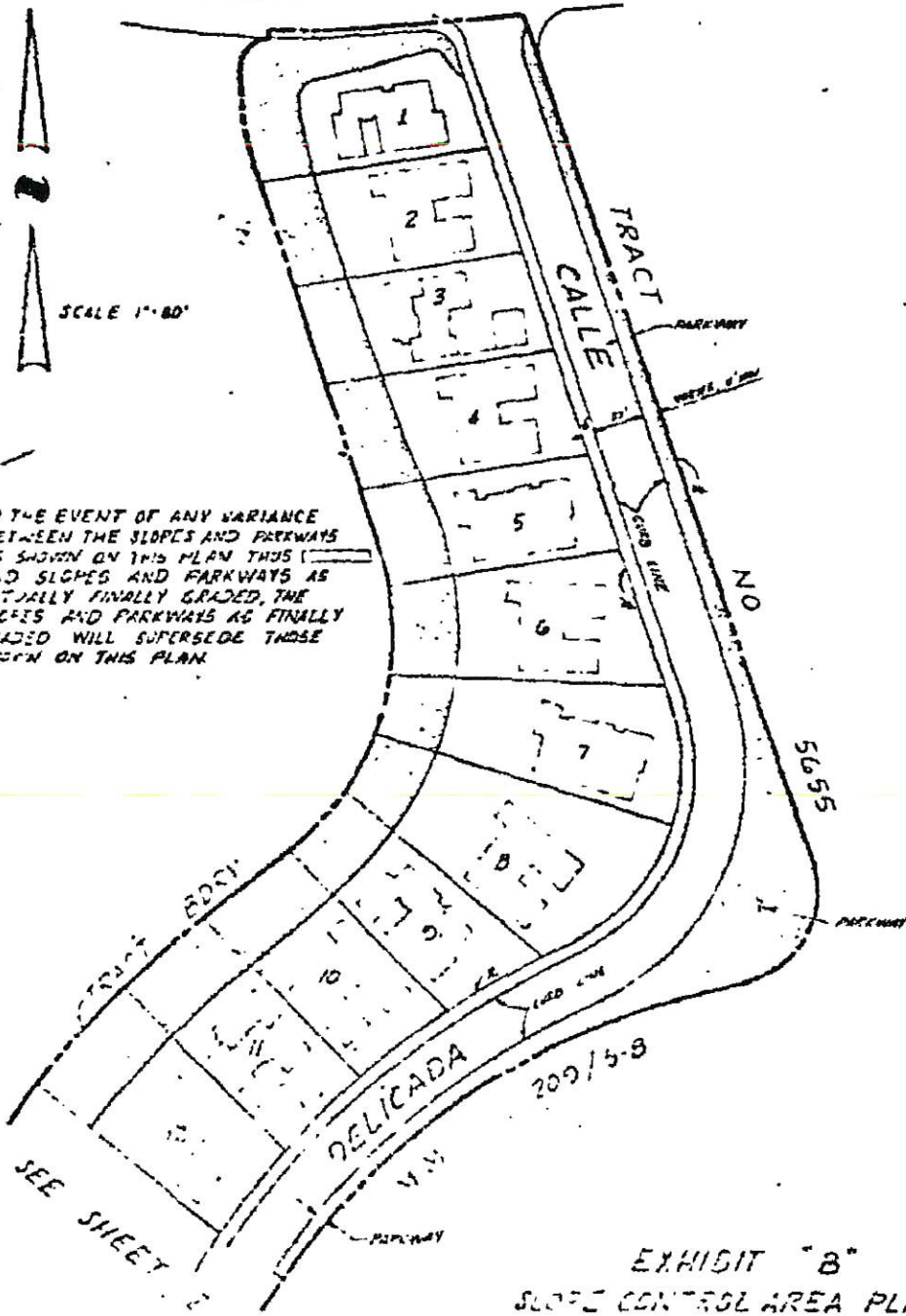
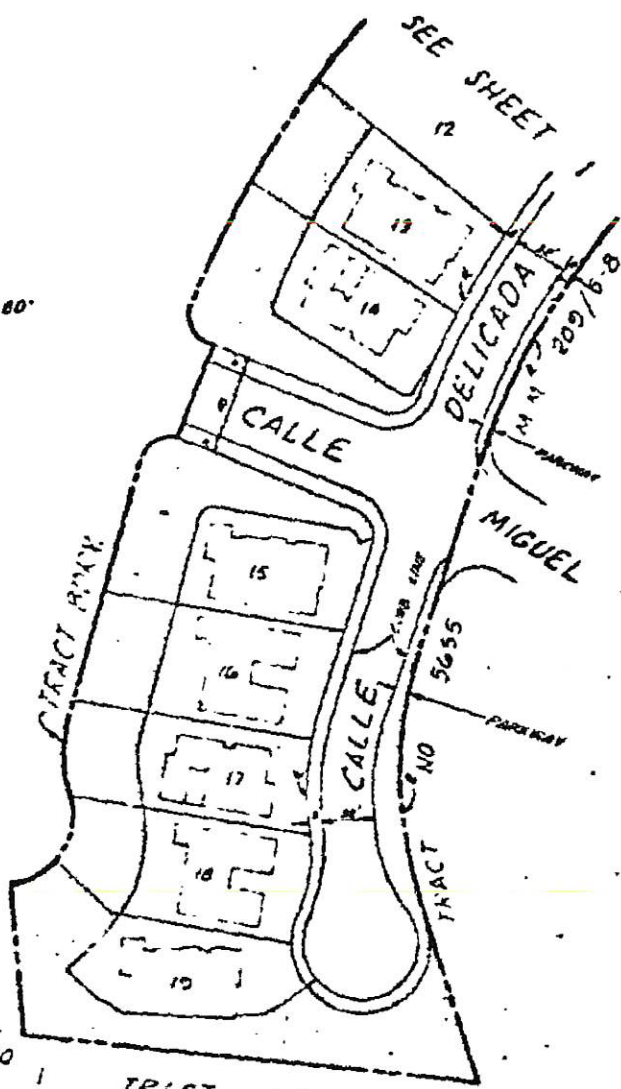


EXHIBIT "B"
 SLOPE CONTROL AREA PLAN
 TRACT NO. 8963
 IN THE CITY OF SAN CLEMENTE

JULY 3, 1975

NO 173-94

AP 108
POSTER
LOCATOR
FEB 1 1976



TRACT NO. 896
M.M. 28/1-6

TRACT NO. 3729
M.M. 131/32-33

EXHIBIT "B"
SLOPE CONTROL AREA PLAN
TRACT NO. 8963
IN THE CITY OF SAN CLEMENTE

JULY 31, 1975

NO 173-94

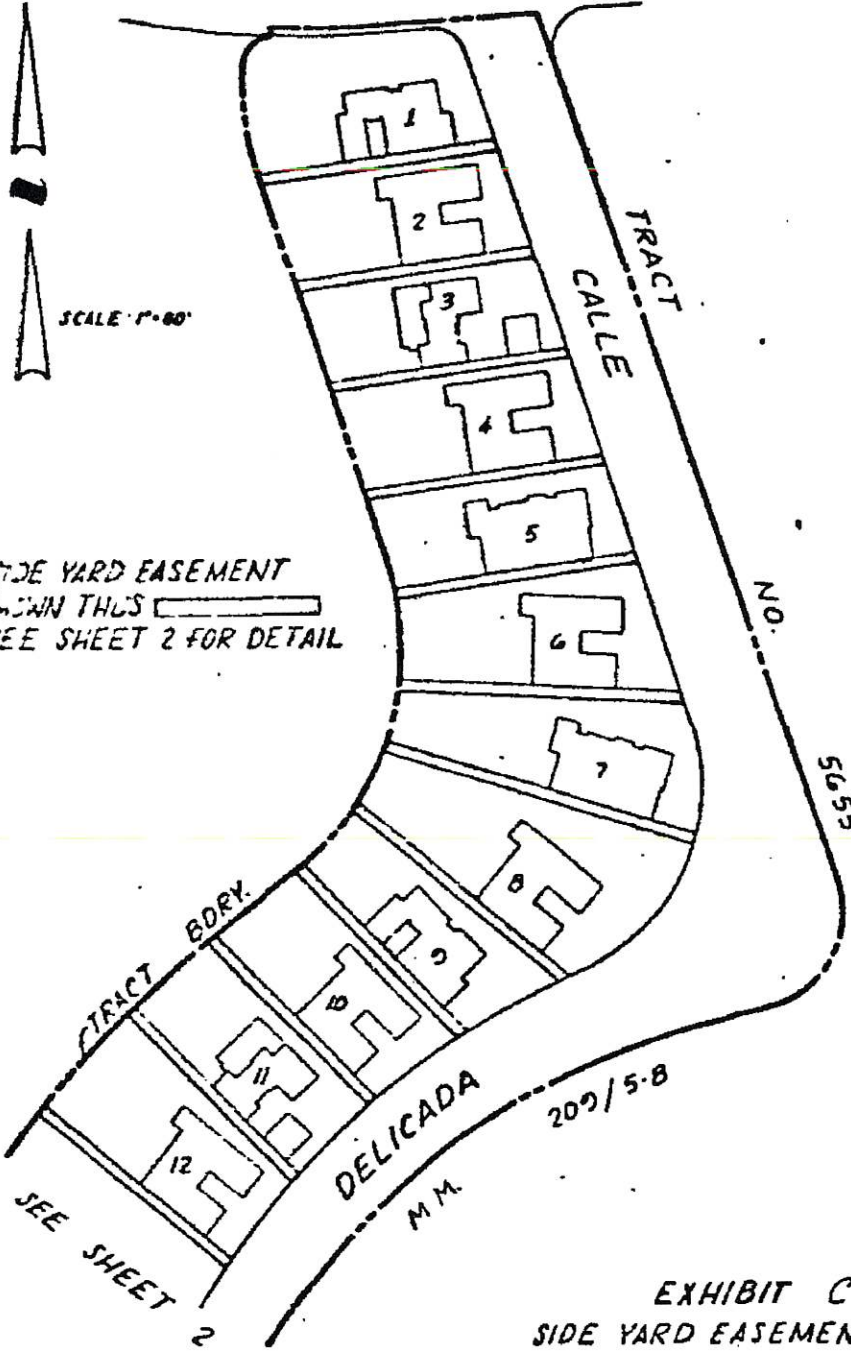
IN THE EVENT OF ANY VARIANCE BETWEEN THE SLOPES AND PARKWAYS AS SHOWN ON THIS PLAN THIS [] AND SLOPES AND PARKWAYS AS ACTUALLY FIELD GRADED, THE SLOPES AND PARKWAYS AS FIELD GRADED WILL SUPERSEDE THOSE SHOWN ON THIS PLAN.



ARCHITECTS PLANS AND SPECIFICATIONS FOR THE CITY OF SAN CLEMENTE

EX 1164586 240

AVENIDA PRESIDIO



SIDE YARD EASEMENT SHOWN THIS SEE SHEET 2 FOR DETAIL

TRACT BDRY.

DELICADA M.M.

209/5.8

56.55

NO.

EXHIBIT C
 SIDE YARD EASEMENT PLAN
 TRACT NO. 8963
 IN THE CITY OF SAN CLEMENTE

JULY 31, 1975

M.O. 173-04

COMPARE

AP. 108

POSTER

LOCATOR

FEB 11 1975



VET ARCHITECTS PLANNERS 2301 CAMPUS DRIVE IRVINE, CALIFORNIA 92714 (714) 833-2450

SHEET 1 OF 2 SHEET.

COMPARE

A.P. LOG

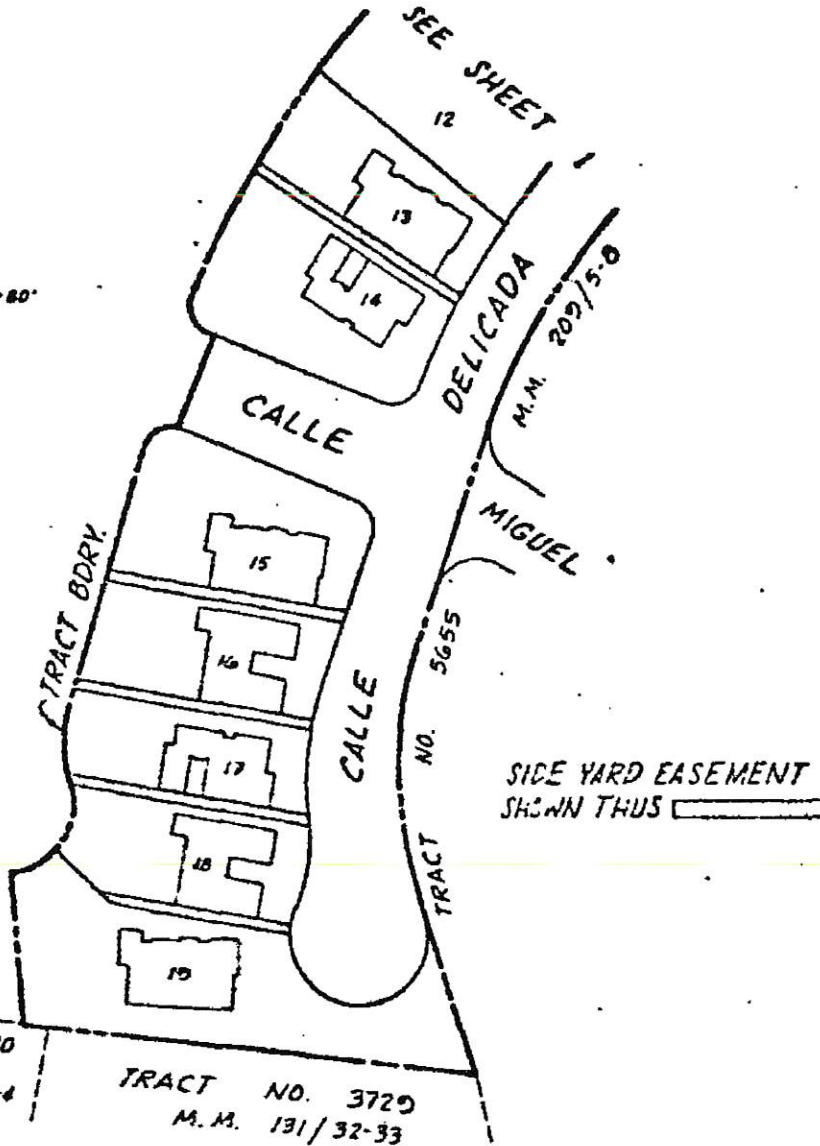
POSTER

LOCATOR

FEB 11 1975



SCALE 1" = 80'



TRACT NO 898
M.M. 28/1-4

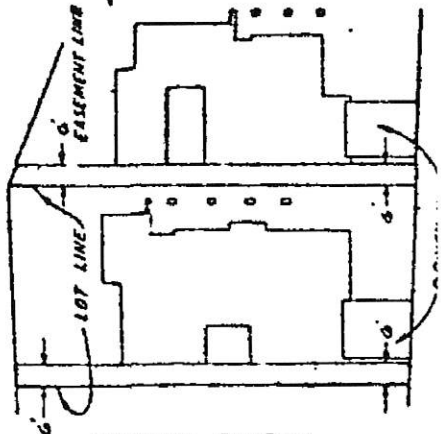
TRACT NO. 3729
M.M. 131/32-33

SIDE YARD EASEMENT
SHOWN THUS

EXHIBIT C
SIDE YARD EASEMENT PLAN
TRACT NO. 8963
IN THE CITY OF SAN CLEMENTE

JULY 31, 1975

W/O 173-94



TYPICAL DETAIL
SCALE: 1" = 40'

