

# Neighbor-to-Neighbor CC&R Edition

[www.bmkcsd.us](http://www.bmkcsd.us)

## Information Only Conditions, Covenants & Restrictions

Bel Marin Keys Community Services District is one of the 3,300 Special Districts within the state of California. Within our District are 9 tracts. Each tract has its own *Conditions, Covenants and Restrictions* (CC&Rs). CC&Rs run with the land, purchasing property within any one of the tracts binds the owner to the property's CC&Rs.

In January 2006, the District was divested of its authority to enforce CC&Rs. Therefore, the District has no authority to enforce any of the CC&Rs. However, homeowners may enforce their tract's CC&Rs against other neighbors as all residents have a vested interest in the community.

It is suggested that you talk first approach your neighbors and talk about your ideas, confer to your CC&Rs and reach an agreement. Being a good neighbor goes both ways.

## In Which Development Is Your Property? ❶

<u>Tracts</u>	<u>Addresses</u>
1-A	Montego Key - 1 to 100
1-B	Montego Key - 101 to 196
1-C	Montego Key - 200 to 327
2	Calypso Shores - 9 to 100 see Keys Landing ❷ Bel Marin Keys Blvd - Odd numbers 963 to 1099 Caribe Isle - 101 to 225 and 7 to 85
3	BMKB - 1028 to 1196 BMKB - 962 to 998 even numbers Bahama Reef - all properties Del Oro Lagoon - 5 to 45 except 40
4	Del Oro Lagoon - 40 to 197 except 41 and 45 Caribe Isle - 7 to 83 Cavalla Cay - all properties Dolphin Isle - all properties
<b>Keys Landing HOA</b>	Calypso Shores - 4 to 32 even numbers only ❷ BMKB - 1105 to 1181 odd numbers only

**The Gardens HOA** Condo Residents  
**Bermuda Harbor HOA** Condo Residents  
Tract's CC&Rs - attached.

❶ Prior to pursuing any action, your address and the applicable CC&Rs, as well as legal advice - **should be confirmed with counsel.**

This publication is for information only and is not intended to be legal advice.

### Board of Directors

Vince Lattanzio, President

Steve Nash, Vice-President

Cheryl Furst, Director

Mercy Angelopoulos Director

Chris Fehring, Director



### CSD STAFF

**Michael Gadoua**  
District Manager

**Brian Clark**  
Waterways & Maintenance

### CSD OFFICE HOURS

Monday - Friday  
9am to 5pm  
Office: 415.883.4222  
admin@bmkcsd.us

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Contributing and  
Editorial N2N Staff

Board Members  
CSD Staff  
BMK Residents

Next Regular Publication:  
September 2023

Unit 1-A

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.

The above notice is required pursuant to subdivision (b) of California Government Code Section 12956.1. The original notice is printed in 20-point, boldface, red type.

Covenants and restrictions, if any, based on race, color, religion, sex, handicap, familial status, or national origin are deleted unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Unit 1-A

KNOW ALL MEN BY THESE PRESENTS: That Jack Hunt West, Jr. and Evelyn Remmele West, owners of all lots in Bel-Marin Keys, Unit 1-A, in the County of Marin, State of California, as per map recorded in Book 11 of Maps, Page 58, in the office of the County Recorder of said county, do hereby certify and declare that they have established and do hereby establish a general plan for the improvements and development of said tract, and do hereby establish the provisions, conditions, restrictions and covenants subject to which all lots shall be improved or sold, or conveyed by them as such owners, and each and all of which are for the benefit of each owner of land in said tract, and shall inure to and pass with each and every parcel of land in said tract, and shall apply to and bind the respective successors in interest of the present owner or owners thereof, and are imposed upon said tract as a servitude in favor of each and every parcel of land therein as the dominant tenement or tenements as follows to wit:

Unit 1-A

A. PURPOSES AND USES.

1. The lots in said tract shall be used for no purpose other than the erection and construction of a single family dwelling and a private garage for not more than three cars upon said lot, which structure shall not exceed two stories in height; and shall have a ground floor area, excluding porches, patios and garages, of not less than 1090 square feet with respect to all lots in said tract, except \lot 163, which is to be used for a Swim Club and Tract Sales Pavilion, and also except Lot 167 which is a waterway.

2. No trailer, basment, tent, shack, garage, barn or other out-building erected in siad tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used either as a residence, or for any business, commercial or professional purposes. nor shall any building be moved from a location outside of said tract on to any lot in the afore described tract.

Unit 1-A

B. SETBACKS AND LOT SIZE

1. On said lots in said tract, subject to the exceptions set out below, no building shall be located nearer than 25 feet from front property line thereof, nor farther back on the lot than 92 feet from front property line, measured at right angles to the front property line, except that if special variance has been obtained from the civic governing body, a building may be set as near as 20 feet from the front property line, but no nearer. No building shall be nearer than 10 feet to any side street line, nor nearer than 6 feet to any side lot line other than a side street line.

2. Minimum lots shall be a total lot area of 7500 square feet.

Unit 1-A

C. FENCES, BOAT DOCKS, PLANTING & MISCELLANEOUS

1. Fences, walls and hedges shall not be over 6 feet in height and shall be located within the building areas as established by the set-back lines above, except that open wire-fences not over 3 feet in height which do not obstruct sight lines may be placed between the waterways and a point 92 feet back from the street front property line.
2. Boat docks, if constructed, shall be inside property lines, except that they may also extend into the portion of the adjacent 20 foot private boat docking, storage and anchorage easement, bounded on the sides by an elongation of the side lot lines. Said docks shall not have walls or be roofed over, except that awnings or shades of not over 36 square feet per lot may be used.
3. In order to minimize leaf problem in the waterways, no deciduous tree or shrub shall be planted or placed nearer the water than 92 feet back from the street front property line. To preserve the view out across the waterways, not more than three non-deciduous trees or large dense shrubs may be planted between a point 92 feet back from the street front property line and the waterways, except that if the trunks or stems are kept trimmed so that view is reasonably clear between the ground and 5 feet up, any number of non-deciduous trees or shrubs may be planted.
4. No fowl, rabbits, goats, cows, horses nor animals, nor creatures of any kind other than usual and common household pets such as cats, dogs and caged birds, in usual and reasonable numbers, shall be kept on any lot in this tract and then only as household pets.
5. No trailers are to be parked in said tract where they are visible. No trucks or seldom-used or broken-down cars are to be parked on the streets or in the driveways of said tract, except delivery trucks or other trucks parked temporarily for the service of the residence.
6. Lots, yards and premises are to be kept reasonably clean, neat and in good repair, clear of trash, rubbish, garbage and debris.
7. No offensive nor noxious activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Unit 1-A

D. ARCHITECTURAL APPROVAL

1. No building, structure, fence, porte-cochere, porch or boat dock shall be erected, placed or altered on any building plot in this subdivision, until the building plans, specifications and plot plan showing the location of such building or construction have been approved in writing as to conformity and harmony of materials and external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation, by Architectural Control Committee composed of Jack H. West Jr., Evelyn R. West and Gertrude Peterson, all of Bel Marin Keys, Novato, Calif. In the event said committee fails to approve or disapprove such building plans, design or location, in writing, within thirty days after said plans and specifications have been submitted to them, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required and this Covenant shall be deemed to have been fully complied with. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the present nor future members of such committee shall be entitled to any compensation for services performed pursuant to this Covenant.

Unit 1-A

E. EASEMENTS

1. Easements affecting all lots in said tract are reserved as shown on recorded plat, for utility installation and maintenance.

These Covenants are to run with the land and all Covenants hereof shall be binding on all parties and all persons claiming under them until January 1, 1983, at which time said Covenants shall automatically be extended for successive periods of ten years unless by a vote of a majority of the owners of lots it is agreed to change said Covenants in whole or in part.

If parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from doing so or to recover damage or any other dues for such violation.

Invalidation of any of these Covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

PROVIDED: that a breach of any of the foregoing Covenants or Conditions, or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value as to said property or any part thereof, but said Covenants or conditions shall be binding upon and effective against any subsequent owner of said property.

IN WITNESS WHEREOF, the undersigned have executed and sealed this instrument this 26th day of August 1965.

*Jack Hunt West, Jr.*  
\_\_\_\_\_  
(Jack Hunt West, Jr.)

*Evelyn Remmle West by*  
\_\_\_\_\_  
(Evelyn Remmle West, by Jack Hunt West, Jr.  
her attorney in fact)  
*Jack Hunt West, Jr.* her attorney in fact

31371

RECORDED AT REQUEST OF  
TITLE INSURANCE  
AND TRUST COMPANY  
AT 31 MIN. PAST 9A M  
AUG 26 1965

BOOK 1974 PAGE 39

Official Records of Marin County, Calif.  
*N. J. Giacomini*  
FEE \$ 5.20 RECORDER

BOOK 1974 PAGE 42

Unit 1-B

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.

The above notice is required pursuant to subdivision (b) of California Government Code Section 12956.1. The original notice is printed in 20-point, boldface, red type.

Covenants and restrictions, if any, based on race, color, religion, sex, handicap, familial status, or national origin are deleted unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

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, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

### CC&R Unit Numbers

Unit	Street	Addresses (Inclusive)	Numbers
1-B	Montego Key	105 to 189	odd
	Montego Key	104 to 196	even

*# 76095*



DECLARATION OF ESTABLISHMENT  
OF  
CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That Jack Hunt West Jr. and Evelyn Remmele West, owners of all Lots in BEL-MARIN KEYS, UNIT 1-B, in the County of Marin, State of California, as per map recorded in Book 12 of Maps, page 35, in the office of the County Recorder of said county, do hereby certify and declare that they have established and do hereby establish a general plan for the improvements and development of said tract, and do hereby establish the provisions, conditions, restrictions and covenants subject to which all lots shall be improved or sold, or conveyed by them as such owners, and each and all of which are for the benefit of each owner of land in said tract, and shall inure to and pass with each and every parcel of land in said tract, and shall apply to and bind the respective successors in interest of the present owner or owners thereof, and are imposed upon said tract as a servitude in favor of each and every parcel of land therein as the dominant tenement or tenements as follows to wit:

A. PURPOSES AND USES

1. The lots in said tract shall be used for no purpose other than the erection and construction of a single family dwelling and a private garage for not more than three cars upon said lot, which structure shall not exceed two stories in height, and shall have a ground floor area, excluding porches, patios and garages, of not less than 1070 square feet with respect to all lots in said tract, except Lot 29, which is to be used as a Park.
2. No trailer, basement, tent, shack, garage, barn or other out-building erected in said tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used either as a residence, or for any business, commercial or professional purposes, nor shall any building be moved from a location outside of said tract on to any lot in the afore described tract.

B. SETBACKS AND LOT SIZE

1. On said lots in said tract, subject to the exceptions set out below, no building shall be located nearer than 25 feet from front property line thereof, nor farther back on the lot than 92 feet from front property line, measured at right angles to the front property line, except that if special variance has been obtained from the civic governing body, a building may be set as near as 20 feet from front property line, but no nearer. No

(2)

Building shall be nearer than 10 feet to any side street line, but not nearer than 6 feet to any side lot line other than a side street line.

2. Minimum lots shall be with a total lot area of 7500 square feet.

C. FENCES, BOAT DOCKS, PLANTING & MISCELLANEOUS

1. Fences, walls and hedges shall not be over 6 feet in height and shall be located within the building areas as established by the set-back lines above, except that open-wire fences not over 4 feet in height and which do not obstruct sight lines may be placed between the waterways and a point 92 feet back from street front property line.

2. Boat docks, if constructed, shall be inside of property lines, except that they may also extend into the portion of the adjacent 20 feet private boat docking, storage and anchorage easement, bounded on the sides by an elongation of the side lot lines. Said docks shall not have walls or be roofed over, except that awnings or shades of not over 36 square feet per lot may be used.

3. In order to minimize the leaf problem in the waterways, no deciduous tree or shrub shall be planted or placed nearer the water than 92 feet back from the street front property line. To preserve the view out across the waterways, not more than three non-deciduous trees or large dense shrubs may be planted between a point 92 feet back from the street front property line and the waterways, except that if the trunks or stems are kept trimmed so that view is reasonably clear between the ground and 5 feet up, any number of non-deciduous trees or shrubs may be planted.

4. No fowl, rabbits, goats, cows, horses nor animals, nor creatures of any kind other than usual and common household pets such as cats, dogs and caged birds, in usual and reasonable numbers, shall be kept on any lot in this tract and then only as household pets.

5. No trailers are to be parked in said tract where they are visible. No trucks or seldom-used or broken-down cars are to be parked on the streets or in the driveways of said tract, except delivery trucks or other trucks parked temporarily for the service of the residence.

(3)

6. Lots, yards and premises are to be kept reasonable clean, neat and in good repair, clear of trash, rubbish, garbage and debris.

7. No offensive nor noxious activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

#### D. ARCHITECTURAL APPROVAL

1. No building, structure, fence, porte-cochere, porch or boat dock shall be erected, placed or altered on any building plot in this subdivision, until the building plans, specifications and plot plan showing the location of such building or construction have been approved in writing as to conformity and harmony of materials and external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation, by the Architectural Control Committee composed of Jack H. West, Jr., Evelyn R. West and Gertrud Peterson, all of Bal-Marín Keys, Novato, Calif. In the event said committee fails to approve or disapprove such building plans, design or location, in writing, within thirty days after said plans and specifications have been submitted to them, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required and this Covenant shall be deemed to have been fully complied with. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the present nor future members of such committee shall be entitled to any compensation for services performed pursuant to this Covenant.

#### E. EASEMENTS

1. Easements affecting all lots in said tract are reserved as shown on recorded plat, for utility installation and maintenance.

These Covenants are to run with the land and all the Covenants hereof shall be binding on all parties and all persons claiming under them until January 1, 1983, at which time said Covenants shall automatically be extended for successive periods of ten years unless by a vote of a majority of the owners of lots it is agreed to change said Covenants in whole or in part.

(4)

If parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenants and either to prevent him or them from doing so or to recover damages or any other dues for such violation.

Invalidation of any of these Covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

PROVIDED, that a breach of any of the foregoing Covenants or Conditions, or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value as to said property or any part thereof, but said Covenants or Conditions shall be binding upon and effective against any subsequent owner of said property.

Unit 1-C

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.

The above notice is required pursuant to subdivision (b) of California Government Code Section 12956.1. The original notice is printed in 20-point, boldface, red type.

Covenants and restrictions, if any, based on race, color, religion, sex, handicap, familial status, or national origin are deleted unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

DECLARATION OF ESTABLISHMENT  
OF  
CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That Jack Hunt West Jr. and Evelyn Remmele West, owners of all Lots in BEL-MARIN KEYS, UNIT 1-C, in the County of Marin, State of California, as per map recorded in Book 12 of Maps, Page 69, in the office of the County Recorder of said county, do hereby certify and declare that they have established and do hereby establish a general plan for the improvements and development of said tract, and do hereby establish the provisions, conditions, restrictions and covenants subject to which all lots shall be improved or sold, or conveyed by them as such owners, and each and all of which are for the benefit of each owner of land in said tract, and shall inure to and pass with each and every parcel of land in said tract, and shall apply to and bind the respective successors in interest of the present owner or owners thereof, and are imposed upon said tract as a servitude in favor of each and every parcel of land therein as the dominant tenement or tenements as follows to wit:

A. PURPOSES AND USES

1. The lots in said tract shall be used for no purpose other than the erection and construction of a single family dwelling and a private garage for not more than three cars upon said lot, which structure shall not exceed two stories in height, and shall have a ground floor area, excluding porches, patios and garages, of not less than 1070 square feet with respect to all lots in said tract.

2. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in said tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used either as a residence, or for any business, commercial or professional purposes, nor shall any building be moved from a location outside of said tract on to any lot in the afore described tract.

B. SETBACKS AND LOT SIZE

1. On said lots in said tract, subject to the exceptions set out below, no building shall be located nearer than 25 feet from front property line thereof, nor farther back on the lot than 92 feet from front property line, measured at right angles to the front property line, except that if special variance has been obtained from the civic governing body, a building may be set as near as 20 feet from front property line, but no nearer. No building shall be nearer than 10 feet to any side street line, nor nearer than 6 feet to any side lot line other than a side street line.

2. Minimum lots shall be with a total lot area of 7500 square feet.

C. FENCES, BOAT DOCKS, PLANTING AND MISCELLANEOUS

1. Fences, walls and hedges shall not be over 6 feet in height and shall be located within the building areas as established by the set-back lines above, except that open-wire fences not over 4 feet in height and which do not obstruct sight lines may be placed between the waterways and a point 92 feet back from street front property lines.

2. Boat docks, if constructed, shall be inside of property lines, except that they may also extend into the portion of the adjacent 20 feet private boat docking storage and anchorage easement, bounded on the sides by an elongation of the side lot lines. Said docks shall not have walls or be roofed over, except that awnings or shades of not over 36 square feet per lot may be used.

3. In order to minimize the leaf problem in the waterways, no deciduous tree or shrub shall be planted or placed nearer the water than 92 feet back from the street front property line. To preserve the view out across the waterways, not more than three non-deciduous trees or large dense shrubs may be planted between a point 92 feet back from the street front property line and the waterways, except that if the trunks or stems are kept trimmed so that view is reasonably clear between the ground and 5 feet up, any number of non-deciduous trees or shrubs may be planted.

4. No fowl, rabbits, goats, cows, horses nor animals, nor creatures of any kind other than usual and common household pets such as cats, dogs and caged birds, in usual and reasonable numbers, shall be kept on any lot in this tract and then only as household pets.

5. No trailers are to be parked in said tract where they are visible. No trucks or seldom-used or broken-down cars are to be parked on the streets or in the driveways of said tract, except delivery trucks or other trucks parked temporarily for the service of the residence.

6. Lots, yards and premises are to be kept reasonable clean, neat and in good repair, clear of trash, rubbish, garbage and debris.

7. No offensive nor noxious activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

#### D. ARCHITECTURAL APPROVAL

1. No building, structure, fence, porte-cochere, porch or boat dock shall be erected, placed or altered on any building plot in this subdivision, until the building plans, specifications and plot plan showing the location of such building or construction have been approved in writing as to conformity and harmony of materials and external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation, by the Architectural Control Committee composed of Jack H. West Jr., Evelyn R. West and Bertrud Peterson, all of Bel-Marine Keys, Novato, Calif. In the event said committee fails to approve or disapprove such building plans, design or location, in writing, within thirty days after said plans and specifications have been submitted to them, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required and this Covenant shall be deemed to have been fully complied with. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the present nor future

members of such committee shall be entitled to any compensation for services performed pursuant of this Covenant.

E. EASEMENTS

1. Easements affecting all lots in said tract are reserved as shown on recorded plat, for utility installation and maintenance.

These Covenants are to run with the land and all the Covenants hereof shall be binding on all parties and all persons claiming under them until January 1, 1983, at which time said Covenants shall automatically be extended for successive periods of ten years unless by a vote of a majority of the owners of lots it is agreed to change said Covenants in whole or in part.

If parties hereto, or any of them, or their heirs or assigns, shall violate

or attempt to violate any of the Covenants herein, it shall be lawful for any other person owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from doing so or to recover damages or any other dues for such violation.

Invalidation of any of these Covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

PROVIDED, that a breach of any of the foregoing Covenants or Conditions, or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value as to said property or any part thereof, but said Covenants or Conditions shall be binding upon and effective against any subsequent owner of said property.

IN WITNESS WHEREOF, the undersigned have executed and sealed this instrument this 5th day of May, 1964.

*Jack Hunt Hunt Jr.*  
\_\_\_\_\_  
Jack Hunt Hunt Jr.

*Evelyn Bessie Hunt*  
\_\_\_\_\_  
Evelyn Bessie Hunt

STATE OF CALIFORNIA )  
COUNTY OF Marin ) ss.

On this 5th day of May, 1964, before me, personally appeared Jack Hunt Hunt Jr. and Evelyn Bessie Hunt, known to me to be the persons that executed the within instrument and acknowledged that they executed same.

WITNESS my hand and official seal the day and year first written above.

My Commission Expires May 22, 1968

*John S. Ramirez*  
\_\_\_\_\_  
JOHN S. RAMIREZ  
Notary Public

Then recorded, mail to:

Mr. Jack H. Hunt Jr.  
800 Belmarin Keys,  
Novato, Calif.

EX-1812 REC-215 18863

RECORDED AT REQUEST OF  
TITLE INSURANCE  
AND TRUST COMPANY  
AT 2 MIN. PAST 12 p. m.



Unit # 2

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.

The above notice is required pursuant to subdivision (b) of California Government Code Section 12956.1. The original notice is printed in 20-point, boldface, red type.

Covenants and restrictions, if any, based on race, color, religion, sex, handicap, familial status, or national origin are deleted unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

DECLARATION OF ESTABLISHMENT  
OF  
CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That Jack Hunt West, Jr. and Evelyn Remmele West, owners of all Lots in BEL-MARIN KEYS, UNIT 2, in the County of Marin, State of California, as per map recorded in Book 12 of Maps at page 87, in the office of the County Recorder of said County, do hereby certify and declare that they have established and do hereby establish a general plan for the improvements and development of said tract, and do hereby establish the provisions, conditions, restrictions and covenants subject to which all lots shall be improved or sold, or conveyed by them as such owners, and each and all of which are for the benefit of each owner of land in said tract, and shall inure to and pass with each and every parcel of land in said tract, and shall apply to and bind the respective successors in interest of the present owner or owners thereof, and are imposed upon said tract as a servitude in favor of each and every parcel of land therein as the dominant tenement or tenements as follows to wit:

A. PURPOSES AND USES

1. The lots in said tract shall be used for no purpose other than the erection and construction of a single family dwelling and a private garage for not more than three cars upon said lot, which structure shall not exceed two stories in height; and shall have a ground floor area, excluding porches, patios and garages, of not less than 1090 square feet with respect to all lots in said tract, except Lot 168 which is a waterway, Lots 206 and 271 which are Parks and Lot 312 which is a 13 acre, more or less, parcel to be used for one or more of the following purposes; school-site, playground, park, church-site, multiple housing, or single-family dwellings.

2. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in said tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used either as a residence, or for any business, commercial or professional purposes, nor shall any building be moved from a location outside of said tract on to any lot in the afore described tract.

B. SETBACKS AND LOT SIZE

1. On said lots in said tract, subject to the exceptions set out below, no building shall be located nearer than 25 feet from front property line thereof, nor farther back on the lot than 92 feet from property line measured at right angles to the front property line, except that if special variance has been obtained from the civic governing body, a building may be set nearer to or farther back from the front property line above specified. No building shall be nearer than 10 feet to any side street line, nor nearer than 6 feet to any side lot line other than a side street line.

2. Minimum lots shall be with a total lot area of 7500 square feet.

C. FENCES, BOAT DOCKS, PLANTING AND MISCELLANEOUS

1. Fences, walls and hedges shall not be over 6 feet in height and shall be located within the building areas as established by the set-back lines above, except that on lots abutting the Lot 168 waterway, the 6 foot fences may extend to a point 104 feet back from the front property line and fences not over 4 feet in height may be placed between the waterway rim-curb and a point 104 feet back from the front property line and also except that on lots abutting the Novato River, the 6 foot fences may extend to a point 117 feet back from the front property line and fences not over 4 feet in height may be further extended to the break of slope near the Novato River and open-wire fences not over 4 feet in height and which do not obstruct sight lines may be further extended down the slope to the Novato River rim-curb.
2. Boat docks, if constructed, shall be inside of property lines, except that they may also extend into the portion of the adjacent 20 foot private boat docking, storage and anchorage easement, bounded on the sides by an elongation of the side lot lines. Said docks shall not have walls or be roofed over, except that awnings or shades of not over 36 square feet per lot may be used.
3. In order to minimize the leaf problem in the waterways, no deciduous tree or shrub shall be planted or placed nearer the water than 92 feet back from the street front property line. To preserve the view out across the waterways, not more than three non-deciduous trees or large dense shrubs may be planted between a point 92 feet back from the street front property line and the waterways, except that if the trunks or stems are kept trimmed so that view is reasonably clear between the ground and 5 feet up, any number of non-deciduous trees or shrubs may be planted.
4. No fowl, rabbits, goats, cows, horses or animals, nor creatures of any kind other than usual and common household pets such as cats, dogs and caged birds, in usual and reasonable numbers, shall be kept on any lot in this tract and then only as household pets.
5. No trailers are to be parked in said tract where they are visible. No trucks or seldom-used or broken-down cars are to be parked on the streets or in the driveways of said tract, except delivery trucks or other trucks parked temporarily for the service of the residence.
6. Lots, yards and premises are to be kept reasonably clean, neat and in good repair, clear of trash, rubbish, garbage and debris.
7. No offensive nor noxious activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

D. ARCHITECTURAL APPROVAL

1. No building, structure, fence, porte-cochere, porch or boat dock shall be erected, placed or altered on any building plot in this subdivision, until the building plans, specifications and plot plan showing the location of such building or construction have been approved in writing as to conformity and harmony of materials and external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation, by Architectural Control Committee composed by Jack H. West Jr., Evelyn R. West and Gertrud Peterson, all of Bel-Marin Keys, Novato, Calif. In the event said committee fails to approve or disapprove such building plans, design or location, in writing, within thirty days after said plans and specifications have been submitted to them, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required and this Covenant shall be deemed to have been fully complied with. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the present nor future members of such committee shall be entitled to any compensation for services performed pursuant to this Covenant.

E. EASEMENTS

1. Easements affecting all lots in said tract are reserved as shown on recorded plat, for utility installation and maintenance and other purposes as specified.

These Covenants are to run with the land and all the Covenants hereof shall be binding on all parties and all persons claiming under them until January 1, 1964, at which time said Covenants shall automatically be extended for successive periods of ten years unless by a vote of a majority of the owners of lots it is agreed to change said Covenants in whole or in part.

If parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from doing so or to recover damage or any other dues for such violation.

(4)

Invalidation of any of these Covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

PROVIDED: That a breach of any of the foregoing Covenants or Conditions, or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value as to said property or any part thereof, but said Covenants and Conditions shall be binding upon and effective against any subsequent owner of said property.

TO 44 C

(Attorney in Fact)

TI

STATE OF CALIFORNIA }  
COUNTY OF MARIN } SS.

On August 26, 1965 before me, the under  
signed, a Notary Public in and for said State, personally appeared  
JACK HUNT WEST JR.

known to me to be the person whose name is  
subscribed to the within instrument, as the Attorney in fact of  
EVELYN REMMELE WEST,  
and acknowledged to me that he subscribed the name of  
EVELYN REMMELE WEST thereto as  
principal and his own name as Attorney in fact.

STAPLE HERE ↑



WITNESS my hand and official seal.  
L. Kay Smith  
NOTARY PUBLIC - CALIFORNIA  
MARIN COUNTY

*L. Kay Smith*  
L. Kay Smith  
(Name Typed or Printed)

My Commission Expires June 14, 1969  
Notary Public in and for said State

TO 447 C  
(Individual)

TI

STATE OF CALIFORNIA }  
COUNTY OF MARIN } SS.

On August 26th, 1965 before me, the undersigned, a Notary Public in and for said  
State, personally appeared JACK HUNT WEST JR.

STAPLE HERE ↑

known to me  
to be the person whose name is subscribed  
to the within instrument and acknowledged that he  
executed the same.

WITNESS my hand and official seal.

Signature L. Kay Smith

L. Kay Smith

(Name Typed or Printed)



L. KAY SMITH  
NOTARY PUBLIC - CALIFORNIA  
MARIN COUNTY

My Commission Expires June 14, 1969

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.

The above notice is required pursuant to subdivision (b) of California Government Code Section 12956.1. The original notice is printed in 20-point, boldface, red type.

Covenants and restrictions, if any, based on race, color, religion, sex, handicap, familial status, or national origin are deleted unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

31371

DECLARATION OF ESTABLISHMENT

OF

CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That Jack Hunt West Jr. and Evelyn Remmele West, owners of all Lots in BEL-MARIN KEYS, UNIT 3, in the County of Marin, State of California, as per map recorded in Book of Maps, Page \_\_\_\_\_ in the office of the County Recorder of said County, do hereby certify and declare they they have established and do hereby establish a general plan for the improvements and development of said tract, and do hereby establish the provisions, conditions, restrictions and covenants subject to which all lots shall be improved or sold, or conveyed by them as such owners, and each and all of which are for the benefit of each owner of land in said tract, and shall inure to and pass with each and every parcel of land in said tract and shall apply to and bind the respective successors in interest of the present owner or owners thereof, and are imposed upon said tract as a servitude in favor of each and every parcel of land therein as the dominant tenement or tenements as follows to wit:

A. PURPOSES AND USES

1. The lots in said tract shall be used for no purpose other than the erection and construction of a single family dwelling and a private garage for not more than three cars upon said lot, which structure shall not exceed two stories in height; and shall have a ground floor area, excluding porches, patios and garages, of not less than 1090 square feet with respect to all lots in said tract, except Lots 390, 459 which are waterways.

2. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in said tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used either as a residence, or for any business, commercial or professional purposes, nor shall any building be moved from a location outside of said tract on to any lot in the afore described tract.

B. SETBACKS AND LOT SIZE

1. On said lots in said tract, subject to the exceptions set out below, no building shall be located nearer than 25 feet from front property line thereof, nor farther back on the lot than 92 feet from front property line measured at right angles to the front property line, except that if special variance has been obtained from the civic governing body, a building may be set nearer to or farther back from the front property line above specified. No building shall be nearer than 10 feet to any side street line, nor nearer than 6 feet to any side lot line other than a side street line.

1974 FEB 39



2. Minimum lots shall be with a total lot area of 7500 square feet.

C. FENCES, BOAT DOCKS, PLANTING & MISCELLANEOUS

1. Fences, walls and hedges shall not be over 6 feet in height and shall be located within the building areas as established by the set-back lines above, except that on lots abutting the Lots 390 and 459 which are waterways. The 6 foot fences may extend to a point 104 feet back from the front property line and fences not over 4 feet in height may be placed between the waterway rim-curb and a point 104 feet back from the front property line.

2. Boat docks, if constructed, shall be inside of property lines. Said docks shall not have walls or be roofed over, except that awnings or shades of not over 36 square feet per lot may be used.

3. In order to minimize the leaf problem in the waterways, no deciduous tree or shrub shall be planted or placed nearer the water than 92 feet back from the street front property line. To preserve the view out across the waterways, not more than three non-deciduous trees or large dense shrubs may be planted between a point 92 feet back from the street front property line and the waterways, except that if the trunks or stems are kept trimmed so that view is reasonably clear between the ground and 5 feet up, any number of non-deciduous trees or shrubs may be planted.

4. No fowl, rabbits, goats, cows, horses nor animals, nor creatures of any kind other than usual and common household pets such as cats, dogs and caged birds, in usual and reasonable numbers, shall be kept on any lot in this tract and then only as household pets.

5. No trailers are to be parked in said tract where they are visible. No trucks or seldom-used or broken-down cars are to be parked on the streets or in the driveways of said tract, except delivery trucks or other trucks parked temporarily for the service of the residence.

6. Lots, yards and premises are to be kept reasonably clean, neat and in good repair, clear of trash, rubbish, garbage and debris.

7. No offensive nor noxious activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

D. ARCHITECTURAL APPROVAL

1. No building, structure, fence, porte-cochere porch or boat dock shall be erected, placed or altered on any building plot in this subdivision, until the building plans, specifications and plot plan showing the location of such building or construction have been approved in writing as to conformity and harmony of materials and external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation, by Architectural Control Committee composed of Jack H. West Jr., Evelyn R. West and Joseph Ricci DeNarie. In the event said committee fails to approve or disapprove such building plans, design or location, in writing, within thirty days after said plans and specifications have been submitted to them, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required and this Covenant shall be deemed to have been fully complied with. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the present nor future members of such committee shall be entitled to any compensation for services performed pursuant to this Covenant.

E. EASEMENTS

1. Easements affecting all lots in said tract are reserved as shown on recorded plat, for utility installation and maintenance and other purposes as specified.

These Covenants are to run with the land and all the Covenants hereof shall be binding on all parties and all persons claiming under them until January 1, 1976, at which time said Covenants shall automatically be extended for successive periods of ten years unless by a vote of a majority of the owners of Lots it is agreed to change said Covenants in whole or in part.

If parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damage or any other dues for such violation.

Invalidation of any of these Covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

PROVIDED: that a breach of any of the foregoing Covenants or Conditions, or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value as to said property or any part thereof, but said Covenants or conditions shall be binding upon and effective against any subsequent owner of said property.

IN WITNESS WHEREOF, the undersigned have executed and sealed this instrument this 26th day of August 1965.

*Jack Hunt West, Jr.*  
\_\_\_\_\_  
(Jack Hunt West, Jr.)

*Evelyn Rennele West by  
Jack Hunt West, Jr.*  
\_\_\_\_\_  
(Evelyn Rennele West, by Jack Hunt West, Jr.  
her attorney in fact)  
*Jack Hunt West, Jr. her attorney in fact*

31371

RECORDED AT REQUEST OF

BOOK 1974 PAGE 39

TITLE INSURANCE  
AND TRUST COMPANY

AT 31 MIN. PAST 9 AM  
AUG 26 1965

Official Records of Marin County, Calif.

*N. J. Giacomini*

PER 520 RECORDER

BOOK 1974 PAGE 42

TO 444 C  
(Attorney in Fact)

(TI)

STATE OF CALIFORNIA  
COUNTY OF MARIN } SS.

On August 26, 1965 before me, the under  
signed, a Notary Public in and for said State, personally appeared  
JACK HUNT WEST JR.

known to me to be the person whose name is  
subscribed to the within instrument, as the Attorney in fact of  
EVELYN REMMELE WEST  
and acknowledged to me that he subscribed the name of  
EVELYN REMMELE WEST thereto as  
principal and his own name as Attorney in fact.



WITNESS my hand and official seal.  
L. KAY SMITH  
NOTARY PUBLIC - CALIFORNIA  
MARIN COUNTY  
L. Kay Smith  
(Type or Printed)

*L. Kay Smith*

My Commission Expires June 14, 1969

TO 447 C  
(Individual)

(TI)

STATE OF CALIFORNIA  
COUNTY OF MARIN } SS.

On August 26th, 1965 before me, the undersigned, a Notary Public in and for said  
State, personally appeared JACK HUNT WEST JR.

known to me  
to be the person whose name is subscribed  
to the within instrument and acknowledged that he  
executed the same.

WITNESS my hand and official seal.

Signature L. Kay Smith

L. Kay Smith

Name (Typed or Printed)



**L. KAY SMITH**  
NOTARY PUBLIC - CALIFORNIA  
MARIN COUNTY

My Commission Expires June 14, 1969

unit #4

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.

The above notice is required pursuant to subdivision (b) of California Government Code Section 12956.1. The original notice is printed in 20-point, boldface, red type.

Covenants and restrictions, if any, based on race, color, religion, sex, handicap, familial status, or national origin are deleted unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

84013257

RECORD AT REQUEST OF

TICOR TITLE

1984 MAR 21 AM 8:00

MARIN COUNTY CALIFORNIA  
W. BRUCE STAVER

750

When Recorded, Mail to:

Richards, Watson, Dreyfuss & Gershon  
333 South Hope Street, 38th Floor  
Los Angeles, California 90071  
Attention: Mark L. Lamken

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
BEL MARIN KEYS UNIT 4

This Declaration of Covenants, Conditions and  
Restrictions made this 24th day of January, 1984, by  
Home Savings of America, F.A. ("Declarant")

WITNESSETH:

WHEREAS Declarant is the sole owner of that certain  
real property in the County of Marin, State of California,  
described as:

Lots 475 through 633, inclusive, of Bel Marin  
Keys Unit 4 as per map recorded on June 24, 1982,  
in Volume 18, page 72 of Record Maps in the office  
of the County Recorder of Marin County, California  
("Lots").

WHEREAS Declarant desires to establish a general  
plan for the improvement and development of the Lots.

NOW, THEREFORE, Declarant hereby declares that all  
of the property described above shall be held, sold and  
conveyed subject to the following easements, restrictions,  
covenants and conditions, all of which are for the purpose  
of enhancing and protecting the value, desirability and  
attractiveness of the real property. These easements,  
covenants, restrictions and conditions shall run with the  
real property and shall be binding on all parties having or  
acquiring any right, title or interest in the described  
properties, or any part thereof, and shall inure to the  
benefit of each owner thereof; and are imposed upon said  
land and every part thereof as a servitude in favor of each  
and every parcel thereof as the dominant tenement or tenements.

A. PURPOSES AND USES

1. The Lots in said Tract shall be used for no  
purpose other than the erection and construction of a single  
family dwelling and a private garage for not more than three  
cars upon each said Lot, which structure shall not exceed  
two stories in height; and shall have a ground floor area,  
excluding porches, patios and garages, of not less than 1090  
square feet.

Covenants and restrictions, if any, based on race,  
color, religion, sex, handicap, familial status, or  
national origin are deleted unless and only to  
the extent that said covenant (a) is exempt under  
Chapter 42, Section 3607 of the United States  
Code or (b) relates to handicap but does not  
discriminate against handicapped persons.

2. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in said Tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used either as a residence, or for any business, commercial or professional purposes, nor shall any building be moved from a location outside of said Tract on to any Lot in the afore-described Tract.

**B. FENCES, BOAT DOCKS, PLANTING & MISCELLANEOUS**

1. Fences, walls and hedges shall not be over 6 feet in height and shall be located within the building areas as established by the set-back lines. The 6 foot fences may extend to a point 104 feet back from the front property line and fences not over 4 feet in height may be placed between the waterway rim-curb and a point 104 feet back from the front property line.
2. Boat docks, if constructed, shall be inside of property lines. Said docks shall not have walls or be roofed over, except that awnings or shades of not over 36 square feet per lot may be used.
3. In order to minimize the leaf problem in the waterways, no deciduous tree or shrub shall be planted or placed nearer the water than 92 feet back from the street front property line. To preserve the view out across the waterways, not more than three non-deciduous trees or large dense shrubs may be planted between a point 92 feet back from the street front property line and the waterways, except that if the trunks or stems are kept trimmed so that view is reasonably clear between the ground level and a level 5 feet above ground level, any number of non-deciduous trees or shrubs may be planted.
4. No fowl, rabbits, goats, cows, horses nor animals, nor creatures of any kind other than usual and common household pets such as cats, dogs and caged birds, in usual and reasonable numbers, shall be kept on any Lot in the Tract and then only as household pets.
5. No trailers, boat trailers and boats are to be parked in said Tract where they are visible. No trucks or seldom-used or broken-down cars are to be parked on the street or in the driveways of said Tract, except delivery trucks or other trucks parked temporarily for the service of the residence.
6. Lots, yards and premises are to be kept reasonably clean, neat and in good repair, clear of trash, rubbish, garbage and debris.
7. No offensive nor noxious activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

### C. ARCHITECTURAL APPROVAL

1. No building, structure, fence, porte-cochere porch or boat dock shall be erected, placed or altered on any building plot in this subdivision, until the building plans, specifications and plot plan showing the location of such building or construction have been approved in writing as to conformity and harmony of materials and external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation, by Architectural Control Committee composed of Brad Bell, Frank A. Smizer, Jr., Craig Page, Christopher Spencer and Shirley Elliott, of 3731 Wilshire Boulevard, Suite 940, Los Angeles, California 90005; provided, however, that after (a) five (5) years from the date of recordation hereof or (b) ninety percent (90%) of the Lots have been conveyed to home purchasers, whichever shall first occur, the Architectural Committee shall be composed of the Board of Directors of the Bel Marin Keys Community Services District or of five (5) representatives appointed by the Board. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. In the event that all of the members of the committee shall have died or resigned without appointing their successors, members of the committee may be appointed by an instrument in writing signed by the owners of not less than sixty percent (60%) of the Lots and filed for record in the office of the County Recorder in the county in which the Lots are located. Neither the present nor future members of such committee shall be entitled to any compensation for services performed pursuant to this Covenant.

2. In the event said committee fails to approve or disapprove such building plans, design or location, in writing, within thirty (30) days after said plans and specifications have been submitted to them, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to one (1) year after completion thereof, such approval will not be required and this Covenant shall be deemed to have fully complied with.

### D. EASEMENTS

1. Easements affecting all Lots in said Tract are reserved as shown on recorded plat, for utility installation and maintenance and other purposes as specified.

These Covenants are to run with the land and all the Covenants hereof shall be binding on all parties and all persons claiming under them until December 31, 2040, at which time said Covenants shall automatically be extended for successive periods of ten years unless by a vote of a majority of the owners of Lots it is agreed to change said Covenants in whole or in part. Anything herein to the contrary notwithstanding, these Covenants may be amended by an instrument in writing signed by the then owners of not less than seventy-five percent (75%) of the Lots and filed



for record in the office of the County Recorder of the county in which the Lots are located.

If any one person or entity shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person owning any real property situated in said Tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damage or any other dues for such violation. In any such action, the prevailing party shall be entitled to recover all costs of suit including actual attorney's fees.

Invalidation of any of these Covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

PROVIDED: That a breach of any of the foregoing Covenants or Conditions shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value as to said property or any part thereof, but said Covenants shall be binding upon and effective against any subsequent owner of said property.

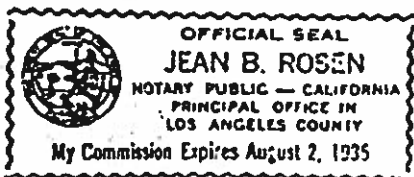
HOME SAVINGS OF AMERICA, P.A.

By Shirley Elliott

By Heidi Curry

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss.

On January 24, 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Shirley Elliott, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President, and Heidi Curry, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Assistant Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation 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.



Jean B. Rosen  
Notary Public in and for said County and State

Neighbor to Neighbor (N2N)  
BMKCSD Newsletter - CC&R Edition

Bel Marin Keys Community Services District  
4 Montego Key  
Novato, CA 94949  
Office: 415.883.4222

Free to residents of BMKCSD

