

RECORDING AND RETURN
REQUESTED BY

Balboa Terrace Homes Association
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San Francisco Assessor-Recorder
Phil Ting, Assessor-Recorder
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BALBOA TERRACE HOMES ASSOCIATION

**FOURTH AMENDMENT TO MODIFY CONDITIONS AND ADD CONCITIONS
TO THE ORIGINAL DECLARATION**

RECITALS

**THIS FOURTH AMENDMENT TO MODIFY CONDITIONS AND
ADD CONDITIONS TO THE ORIGINAL DECLARATION** (THE "Fourth
Amendment) is made by **BALBOA TERRACE HOMES ASSOCOATION** ("the association")
based on the following recitals:

- A. The Association is a non-profit, mutual benefit corporation established for the purpose of managing and maintaining a common interest development located in San Francisco, California ("the property"). The physical boundaries of the Property and individual ownership interests are shown on the following Maps recorded in the Office of the County Recorder ("the County Recorder") of the City and County of San Francisco, California:
1. The "Map of Balboa Terrace, San Francisco, California" recorded September 4, 1920 in Map Book "J" at Page 4;
 2. The "Map of Balboa Terrace Addition, San Francisco, California" recorded December 26, 1924 in Map Book "K" at Pages 4, 5, and 6:
and
 3. The "Map of Blocks 3260 to 3269, inclusive, Balboa Terrace Addition, San Francisco, California" recorded June 22, 1927 in Map Book "L" at pages 29 to 33 inclusive.
- B. This Fourth Amendment, once recorded with the County Recorder, will amend (i) those conditions designated herein and that appear in the original deeds for each lot or parcel within the Property in the form shown on Exhibit "A" to this amendment by adding condition

ELEVENTH , (ii) the "Extension of Term of Conditions and Confirmation of Charges Upon Certain Real Estate Commonly Known as Balboa Terrace situate in the City and County of San Francisco, State of California"(the First Amendment"), recorded with the County Recorder on November 19, 1959 in Book A57, at Page 53 through 56, and (iii),the "Amendment and Further Extension as Amended of Term of Conditions and Confirmation of Charges Upon Certain Real Estate Commonly Known as Balboa Terrace Situate in the City and County of San Francisco, State of California" (the Second Amendment"), recorded with the County Recorder on December 21, 1979 in Book C917, at Pages 218 through 223. and (iv) the Third Amendment to Modify and Extend Term of Original Declaration (the "Third Amendment"), recorded September 18, 2000 with the County Recorder as Document 2000-G831827-00 on Reel H724, Image 0220.

C This Fourth Amendment preserves the original uniform plan of property ownership as amended by the First Amendment, Second Amendment, Third Amendment except as modified herein.

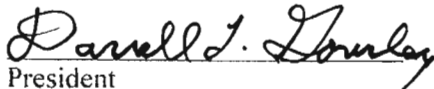
THEREFORE, the original declaration of the Association as amended by the First Amendment, Second Amendment and Third Amendment, is further amended as follows:

1. **Enforcement of conditions.** "Eleventh Condition". The Board of Directors may adopt a schedule of penalties, both monetary and otherwise, including , but not limited to suspension of voting rights in the Association during a period of non-compliance, for violations of Conditions First through Tenth, and a process for imposing such penalties on members.
2. **Certificate of President.** Pursuant to Civil Code Section 1355(a), I, the undersigned, declare under penalty of perjury that the following facts are true and correct of my own personal knowledge:

A. I am the duly elected President of the BALBOA TERRACE HOMES ASSOCIATION

B. The required percentage of owners have given their approval to amend the currently effective declaration by adopting this Fourth amendment.

Executed in San Francisco, California on April 16 2007


President

DEED RESTRICTIONS

Extract from Original Deed on file in Recorder's Office, City and County of San Francisco.

... AND THIS CONVEYANCE and the estate in said above described real property hereby conveyed are made and created subject to the following express conditions, to wit:

FIRST: That until the 1st day of January, 1980, any structure or building hereafter erected or constructed upon said premises shall be so erected or constructed as to cost not less thanDollars

and not to come nearer to the front street line than a distance of one-tenth of the depth of lot and not to come nearer to the side street line than a distance of one-tenth of the width of lot, nor shall any garage be built or constructed in front of or nearer to the front or side street line of the said premises than the front or side line of the building nor shall any part or portion of building come nearer than.....feet, or garage come nearer than.....feet of the line of any lot or lots of any contiguous property owner, nor shall any line or division fence be built or constructed from the front line of the building to the front street line or on

the said front street line, and the portions of said premises in front of the front line occupied by the building thereon shall be kept free from rubbish, litter and weeds and properly cultivated to grow and maintain plants, flowers, shrubs or a lawn.

SECOND: That no building or structure which may hereafter be erected upon said land, or any part thereof, shall be used for any purpose except that of a dwelling house or appurtenances thereto at any time before the 1st day of January, A.D. 1980

THIRD: That prior to the said 1st day of January, A. D. 1980 no trade, business or manufactures of any kind, or anything of the nature thereof, shall be carried on or conducted upon said real property, or any part thereof, and prior to said time no stable fowl or animals (other than household pets) store, grocery or mercantile business shall be located or maintained or kept on any part of said land, or conducted thereon.

FOURTH: That prior to the 1st day of January A.D, 1980, no building shall be erected or placed upon any lot unless the exterior plan and elevation of such building shall have been first approved by Lang Realty Company or assigns.

FIFTH: That prior to the 1st day of January, A. D. 1980 no flats, double houses or apartment house or houses shall be built or placed upon said real property, or any part thereof; that no more than one dwelling house shall be built or placed upon the hereinbefore described lot, and each and every dwelling house placed or built upon said property shall be of a height no greater than two stories, with basement and attic; and no fence or wall or similar structure shall be built or placed upon said land, or any part thereof, or along any boundary line thereof which is of a greater height than five (5) feet from the lot level.

SIXTH: That the party of the first part reserves the right to, an easement in and upon a strip of land of a uniform width of.....feet along the..... line of said property over the entire length of said line to itself, its successors or assigns for the purpose of constructing and forever maintaining thereupon a public drive-way, a drainage sewer, light, power, telephone or other wires for

the transmission of electricity, together with poles or other devices necessary to establish and maintain the same; and with the right and privilege of doing whatever it may deem necessary in, upon and about the said strip of land therefor.

SEVENTH: That all garages or garage runways shall be built or constructed only from the rear driveway and not further away from rear driveway than 35 feet; therefore eliminating all runways or driveways from crossing the front sidewalk and making it necessary for all vehicles or automobiles to use rear driveways for ingress and egress to their respective garages.

EIGHTH: That the aforesaid restrictions, covenants and conditions have been and are considered by the parties hereto to be in furtherance of the general plan for the improvements, subdivision and sale of the said tract, and have been created with a view to and are regarded as, subserving the sale of the lots in said tract, and as enhancing and protecting the value, desirableness and attractiveness of said tract, and of the several subdivisions thereof, for such purposes; and accordingly, that the said parties of the second part have accepted and do accept this conveyance upon and subject to the said restrictions, covenants and conditions and for.....

.....and.....heirs, personal representatives and assigns have covenanted and agreed, and do hereby covenant, undertake and agree to and with the said party of the first part, and also to and with the other owners of lots in said Balboa Terrace, and the several grantees and successors in interest of said party of the first part of, in or to the said Balboa Terrace, or any portion of the same, to comply with, abide by and to well and truly observe, fulfill and keep and perform the restrictions, provisions, covenants and conditions herein set forth; and each and every one thereof.

NINTH: The cost of maintaining and the upkeep of Balboa Terrace shall be borne equally by all property owners, in proportion to the amount of square feet, the cost of such maintenance shall not exceed 1.2¢ per year which said cost of maintenance shall be a charge and a lien upon each lot in said tract, payable at the office of the Lang Realty Company, or assigns.

TENTH: That no "For Sale" signs of a larger size than 18" x 24" shall be placed on any lot or house, and no more than one sign on any lot or house, the Lang Realty Co. or assigns, however are to have the exclusive right to maintain larger signs for the purpose of advertising Balboa Terrace.