

AGREEMENT

ED FLETCHER

TO

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.....
.....
=====

Date....., 192.....
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AGREEMENT

No.

San Diego, California, January 5th 1928

An Agreement made and entered into this 5th day of January, 1928

by and between M. F. Baumgardner

of , hereinafter called the Buyer, and
Ed Fletcher, of California, hereinafter called the Seller, for the
purchase and sale of real estate.

Witnesseth: In consideration of the Seller agreeing to sell to the Buyer, and convey to the Buyer by
good and sufficient deed Lot No. 31 in Block 3560X Avocado Acres, of Subdivision No. 3
2063 per Map No. 1539, filed in the Office of the County Recorder, San Diego County, California, March 5, 1927, the
Buyer agrees to buy said lot, and to pay said Seller the sum of Forty-one Hundred

and Twenty-five and no/100 - - - - - Dollars (\$4125.00)

as follows: Eight Hundred Twenty-five and no/100 - - - - - Dollars (\$825.00)

at the time of signing this contract, receipt of which is hereby acknowledged, and

Eight Hundred Twenty-five and no/100 - - - - - Dollars (\$825.00)

on or before the 5th day of January of each year hereafter

per , or more, until the full sum of \$4125.00 shall have been paid by said Buyer,
semi-annually

together with interest at the rate of seven per cent per annum, payable ~~monthly~~ on all unpaid portions of the purchase price. The Buyer agrees to make said payments to the office of said Seller at 920 Eighth Street, or any other place requested in writing by the said Seller.

It is understood and agreed that the Buyer shall have immediate possession of said lot, but that title to said lot does not pass to said Buyer until he has paid in full the above mentioned amount of purchase price and the above mentioned deed has been delivered to him. Time is the essence of this agreement, and it is understood and agreed by and between the parties to this agreement, that upon any default or neglect on the part of the Buyer to make the above mentioned payments, or any of the above payments, after notice of ten days, from time of mailing said notice to the Buyer's address, written hereon, this agreement shall be null and void, and any and all sums paid by the Buyer on this agreement shall become forfeited to the Seller, as rentals and liquidated damages for the non-fulfillment of this agreement and not as a penalty. Said Buyer shall forfeit all his right, title and interest to the above mentioned lot by such default and neglect to make the above mentioned payments.

It is further agreed that the Buyer upon payment of one-half of the total price shall be entitled to a deed upon giving back to the Seller a first mortgage upon the said premises to secure the balance of the purchase price.

It is further understood and agreed that the Buyer shall not assign this contract to any person not of the white or Caucasian race, and that the deed to be delivered shall contain a forfeiture clause in the event the said premises shall be sold to any person not of the white or Caucasian race.

The Buyer further agrees that no ~~dwelling~~ shall be erected upon said premises to cost less than Four Thousand Dollars and that no building shall be erected within 25 feet of the front line of said lot; and that no garage or chicken yard or out-

building shall be put within 25 feet of the front line of said lot, or within feet of the side line thereof, and that any such garage, chicken houses, or out-buildings, shall be painted immediately upon their completion; and that the deed so to be made shall contain similar restrictions. ~~It is further understood and agreed that the Buyer shall not assign this contract to any person not of the white or Caucasian race, and that the deed to be delivered shall contain a forfeiture clause in the event the said premises shall be sold to any person not of the white or Caucasian race.~~ It is understood, however, that all of the foregoing reservations and restrictions are to hold good for ten years only.

It is further agreed that a septic tank for sewerage purposes shall be installed of a standard satisfactory to the State Board of Health before any improvements are made on said lot.

The Buyer agrees to pay all special assessments, which may be levied against said lot, and all taxes of whatsoever character which may be levied or become due against said lot after this date, and if not so paid the Seller reserves the right to pay said taxes and penalties and collect from Buyer, together with ten per cent interest on the amount advanced, and the failure to pay such taxes or assessments promptly when the same become due shall work a forfeiture of the entire purchase price.

It is further understood that these lands are within the boundaries of the ~~San Diego~~ Irrigation District, and that the certificate of title hereinafter provided for will so show.

~~It is further understood and agreed that the Buyer shall not assign this contract to any person not of the white or Caucasian race, and that the deed to be delivered shall contain a forfeiture clause in the event the said premises shall be sold to any person not of the white or Caucasian race.~~

Upon the execution and delivery of the deed hereinbefore provided for, the Seller is to furnish without cost to the Buyer a certificate of title of some responsible title company, showing the property free and clear of incumbrances as of the date of signing of this agreement, except the lien of any taxes or bonds which are not yet due or payable.

It is further understood that in all deeds there will be reserved rights of way for sewer, gas, electricity and water mains with the right of ingress or egress thereto.

~~The agreement is to be deposited in escrow with the Southern Title Guaranty Company under instructions to be delivered by such escrow agent to the Buyer when one-half of the total purchase price hereinbefore mentioned shall have been paid in full and at the time said deed is recorded.~~ Buyer to assume any improvement district bonds, if any.

In Witness Whereof, the parties of this agreement have hereunto set their hands and seals the day and year first above written.

Buyer's Signature

Seller's Signature Ed Fletcher

Buyer's Address

AGREEMENT

ED FLETCHER

TO

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.....
.....
=====

Date....., 192.....
=====

AGREEMENT

No.

San Diego, California, January 5, 1928 192.....

An Agreement made and entered into this 5th day of January, 1920.

by and between.....M. F. BAUMGARDNER.....

of, hereinafter called the Buyer, and

Ed Fletcher,, of California, hereinafter called the Seller, for the purchase and sale of real estate.

Witnesseth: In consideration of the Seller agreeing to sell to the Buyer, and convey to the Buyer by good and sufficient deed ~~XXXX~~ East 1.25 ~~block~~ acre Avocado Acres No. 3 Lot 30 of Suburban Beach Subdivision, all as

per Map No. ~~2063~~²⁰⁶³ filed in the Office of the County Recorder, San Diego County, California, ~~Map No. 2063~~ the

Buyer agrees to buy said lot, and to pay said Seller the sum of.....Three Thousand One Hundred
Twenty-five and no/100 - - - - - Dollars (\$ 3125.00)

as follows: Six Hundred Twenty-five and no/100 - - - Dollar. (\$625.00)

at the time of signing this contract, receipt of which is hereby acknowledged, and.....

Six Hundred Twenty-five and no/100 - - - - - ~~50~~ Dollars (\$ 625.00)

on or before the 5th day of January each year/after
per X....., or more, until the full sum of \$ 3125.00..... shall have been paid by said Buyer.

semi-annually

together with interest at the rate of seven per cent per annum, payable ~~monthly~~ on all unpaid portions of the purchase price. The Buyer agrees to make said payments to the office of said Seller at 920 Eighth Street, or any other place requested in writing by the said Seller.

It is understood and agreed that the Buyer shall have immediate possession of said lot, but that title to said lot does not pass to said Buyer until he has paid in full the above mentioned amount of purchase price and the above mentioned deed has been delivered to him. Time is the essence of this agreement, and it is understood and agreed by and between the parties to this agreement, that upon any default or neglect on the part of the Buyer to make the above mentioned payments, or any of the above payments, after notice of ten days from time of mailing said notice to the Buyer's address, written hereon, this agreement shall be null and void, and any and all sums paid by the Buyer on this agreement shall become forfeited to the Seller, as rentals and liquidated damages for the non-fulfillment of this agreement and not as a penalty. Said Buyer shall forfeit all his right, title and interest to the above mentioned lot by such default and neglect to make the above mentioned payments.

It is further agreed that the Buyer upon payment of one-half of the total price shall be entitled to a deed upon giving back to the Seller a first mortgage deed on the said premises to secure the balance of the purchase price.

It is further understood and agreed that the Buyer shall not assign this contract to any person not of the white or Caucasian race, and that the deed to be delivered shall contain a forfeiture clause in the event the said premises shall be sold to any person not of the white or Caucasian race.

The Buyer further agrees that no building shall be erected upon said premises to cost less than Four Thousand Dollars and that no building shall be erected within 25 feet of the front line of said lot; and that no garage or chicken yard or out-

building shall be put within 25 feet of the front line of said lot, and within _____ feet of the side line thereof, and that any such garage, chicken houses, or out-buildings, shall be painted immediately upon their completion; and that the deed so to be made shall contain similar restrictions. ~~It is not intended, however, that all of the foregoing reservations and restrictions are to hold good for ten years only.~~ It is understood, however, that all of the foregoing reservations and restrictions are to hold good for ten years only.

It is further agreed that a septic tank for sewerage purposes shall be installed of a standard satisfactory to the State Board of Health before any improvements are made on said lot.

The Buyer agrees to pay all special assessments, which may be levied against said lot, and all taxes of whatsoever character which may be levied or become due against said lot.....after this date, and if not so paid the Seller reserves the right to pay said taxes and penalties and collect from Buyer, together with ten per cent interest on the amount advanced, and the failure to pay such taxes or assessments promptly when the same become due shall work a forfeiture of this contract and a

It is further understood that these lands are within the boundaries of the ~~San Joaquin~~ Irrigation District, and that the certificate of title hereinafter provided for will so show.

[illegible]

Upon the execution and delivery of the deed hereinbefore provided for, the Seller is to furnish without cost to the Buyer a certificate of title of some responsible title company, showing the property free and clear of incumbrances as of the date of signing of this agreement, except the lien of any taxes or bonds which are not yet due or payable.

It is further understood that in all deeds there will be reserved rights of way for sewer, gas, electricity and water mains with the right of ingress or egress thereto.

[illegible]

In Witness Whereof, the parties of this agreement have hereunto set their hands and seals the day and year first above written.

Buyer's Signature M. F. Thompson, Jr.

Seller's Signature..... *Ed Mullen*

Buyer's Address

Cuyamaca

Solana Beach



Pine Hills

Grossmont

Ed Fletcher Company

Fletcher Building

920 Eighth St.

San Diego, California

January 23, 1928.

Mrs. M. F. Baumgardner,
Encinitas, Calif.

My dear Mrs. Baumgardner:

I am receiving from you this day \$1325.00, together with bonds in the amount of \$1800.00, known as Public Service Company of Colorado. This pays in full for an acre and a quarter of Lot 31, as per our agreement of January 5, 1928. It also includes the payment of \$625.00 on account of the purchase of Lot 31, dated January 5, 1928, covering the purchase of property in Avocado Acres No. 3.

I will immediately see that a grant deed is executed in favor of M. F. Baumgardner, as her separate property, covering the East $1\frac{1}{4}$ acres of Lot 30 and the South 40 feet of Lot 31 of Avocado Acres No. 3, and will credit your contract of January 5th, 1928 for the purchase of Lot 31, Avocado Acres No. 3 with the payment of \$625.00.

The deed will cover the usual restrictions and conditions, you to pay for the recording of the deed. I am to pay for the certificate to the above described property, you to pay for the continuation of the certificate in your name.

It is understood that this property is being sold subject to the improvement act wherein the paving, etc. is being installed at the present time.

Yours very truly,

Mr. Ed Fletcher:

Please have the deed recorded and send me the certificate of title, together with the expense of recording the deed, you furnishing the certificate of title in your name free and clear except as above stated, and I paying for the continuation of the certificate showing the property in the name of M. F. Baumgardner.

MAIL TO

Grant Deed

ED FLETCHER

AND

MARY C. B. FLETCHER

TO

Dated..... 192.....

ED FLETCHER and MARY C. B. FLETCHER, husband and wife, for and in consideration of.....

Ten and no/100..... DOLLARS,

Do Hereby Grant To..... M. F. BAULIGARDNER, a married woman.....
as her separate property

San Dieguito

All That Real Property situated in the ~~San Dieguito~~ Irrigation District and in the County of San Diego, State of California, bounded and described as follows:

All that portion of Lot Thirty-two (32) of Avocado Acres No. 3, as per Map No. 2063 filed October 3, 1927 in the Office of the County Recorder of San Diego County, State of California, EXCEPTING all that portion of said Lot 32 lying Northerly of a straight line parallel with and distant Southerly 120 feet measured along the Easterly line of said Lot 32 from the Northerly line thereof, Subject to easements for road purposes of record and subject to Improvement District Bonds.

This Deed is subject to the following reservations and restrictions, a breach of which will work a forfeiture of title, which said reservations and restrictions shall inure to the benefit of the Grantors, their successors or assigns.

(a) The Grantee shall not sell or lease the said premises, or any part thereof, to any person not of the white or Caucasian race.

~~(b) The property hereby conveyed shall be used for residential purposes only, and no building or structure permitted to be erected on the premises shall be used for any other purpose.~~

(c) No ~~dwelling~~ shall be erected upon the said premises which shall ~~be reasonably worth less than \$4000~~ ^{be reasonably worth less than \$4000} ~~and no building or structure shall be erected on the premises which shall be used for any other purpose.~~

(d) No building shall be erected within ~~thirty~~ ^{twenty-five} feet of the front line of the said premises.

(e) No garage, or chicken yard, or out-building, shall be erected within fifty (50) feet of the front line of said property; and any such out-buildings, garages, or chicken yards, shall, if constructed of wood, be painted immediately upon their completion.

~~(f) None of the foregoing referred to buildings shall be constructed on said premises until the plans therefor shall have been approved in writing by the parties of the first part, their successors or assigns.~~

(g) ~~Before any building is erected upon said premises a septic tank for sewerage purposes shall be installed of a standard satisfactory to the State Board of Health of the State of California.~~

(h) All of the foregoing reservations and restrictions, except the one provided for in clause (a) hereof, are to hold good for ten (10) years only. The restriction provided for in clause (a) is to continue in force indefinitely.

~~(i) The Grantors further reserve a right of way across said premises for the installation and maintenance of sewer, water and gas mains, poles and wires for the conveyance of electricity, with the right of ingress and egress for the maintenance and operation thereof, which said reservation shall inure to the benefit of the Grantors and any public utility corporation, whether private or municipal.~~

To Have and to Hold the above granted and described premises unto the said Grantee, ~~her~~ ^{her} heirs and assigns, forever.

In Witness Whereof, the said Grantors, have hereunto set their hands and seals this 28th day of August, 1928

STATE OF CALIFORNIA, } ss.
County of San Diego.

On this 28th day of August, A. D. Nineteen Hundred and twenty-eight

before me, Katherine L. May, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared ED FLETCHER and MARY C. B. FLETCHER, known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office, in the City of San Diego, County of San Diego, State of California, the day and year in this Certificate first above written.

Notary Public in and for the County of San Diego,
State of California.

MAIL TO

Grant Deed

ED FLETCHER
AND
MARY C. B. FLETCHER
TO

Dated.....*192*.....

43.25
225.56
68.61

ED FLETCHER and MARY C. B. FLETCHER, husband and wife, for and in consideration of.....

Ten and no/100 - - - - - DOLLARS,

Do Hereby Grant To..... M. F. BAUMGARDNER.....

a married woman, as her separate property.....

All That Real Property situated in the ~~San Diego~~ ^{San Dieguito} Irrigation District and in the County of San Diego, State of California, bounded and described as follows:

All of Lot Thirty-one (31) and the East Two Hundred Twenty-five and fifty six hundredths (225.56) feet of Lot Thirty (30) of Avocado Acres No. 3, San Diego County, California, as per Map No. 2063 on file in the office of the Recorder of said San Diego County.

It is understood that this deed in addition to clearing the balance of Lot 31 to said grantee also is intended to correct that certain deed dated February 2, 1928 and filed of record March 2, 1928 as to reservations therein contained to conform to reservations contained in this deed.

This Deed is subject to the following reservations and restrictions, a breach of which will work a forfeiture of title, which said reservations and restrictions shall inure to the benefit of the Grantors, their successors or assigns.

(a) The Grantee shall not sell or lease the said premises, or any part thereof, to any person not of the white or Caucasian race.

~~(b) No building shall be erected upon the said premises which shall be less than three (3) acres in area and in the event that such building shall have more than three (3) acres, the said minimum cost shall be increased at the rate of Five Hundred Dollars (\$500.00) for each and every such additional acre and only one residence shall be built upon each lot.~~

(c) No ~~dwellings~~ ^{dwelling} be erected upon the said premises which ~~shall be less than three (3) acres in area~~ ^{be reasonable worth less than \$4000.} and in the event that such building shall have more than three (3) acres, the said minimum cost shall be increased at the rate of Five Hundred Dollars (\$500.00) for each and every such additional acre and only one residence shall be built upon each lot.

(d) No building shall be erected within ~~fifty (50)~~ ^{twenty-five} feet of the front line of the said premises.

(e) No garage, or chicken yard, or out-building, shall be erected within fifty (50) feet of the front line of said property; and any such out-buildings, garages, or chicken yards, shall, if constructed of wood, be painted immediately upon their completion.

~~(f) None of the foregoing referred to buildings shall be constructed on said premises until the plans therefor shall have been approved in writing by the parties of the first part, their successors or assigns.~~

~~(g) Before any building is erected upon said premises a septic tank for sewage purposes shall be installed of a standard satisfactory to the State Board of Health of the State of California.~~

(h) All of the foregoing reservations and restrictions, except the one provided for in clause (a) hereof, are to hold good for ten (10) years only. The restriction provided for in clause (a) is to continue in force indefinitely.

~~(i) The Grantors further reserve a right of way across said premises for the installation and maintenance of sewer, water and gas mains, poles and wires for the conveyance of electricity, with the right of ingress and egress for the maintenance and operation thereof, which said reservation shall inure to the benefit of the Grantors and any public utility corporation, whether private or municipal.~~ This deed is given subject to easements now of record.

To Have and to Hold the above granted and described premises unto the said Grantee,her.....heirs and assigns, forever.

In Witness Whereof, the said Grantors, have hereunto set their hands and seals this.....21st..... day of.....March....., 19...28

STATE OF CALIFORNIA, } ss.
County of San Diego.

On this.....21st..... day of.....March....., A. D. Nineteen Hundred and.....Twenty-eight.....

before me. Katherine L. May....., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared ED FLETCHER and MARY C. B. FLETCHER, known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office, in the City of San Diego, County of San Diego, State of California, the day and year in this Certificate first above written.

Notary Public in and for the County of San Diego, State of California.

All that portion of Lots 30 and 31 of Avocado Acres No 3 according to the Map thereof No 2063, filed October 3rd 1927 in the Office of the County Recorder of said San Diego County.

Beginning at the most Southeastly corner of said Lot 30 and following thence the Southeastly line thereof South $74^{\circ}-09'$ West ^{225.55} feet; thence parallel with the Southeastly line of said Lot 30 North $16^{\circ}-01'-30''$ West ^{241.55} 240.96 feet to a point on the Northwestly line of said Lot 30; thence following the Northwestly line of said Lot 30 North $74^{\circ}-13'-30''$ East ^{225.55} 225.70 feet to the Northwestly corner thereof; thence following the Northwestly line of said Lot 30 South $16^{\circ}-01'-30''$ East 241.25 feet to the point of beginning.

Also the Southeastly 40.0 feet of said Lot 31, the Northwestly line of said 40.0 foot strip being parallel with and distant 40.0 feet at right angles ^{Northwestly} from the Southeastly line of said Lot 31.

The land hereby conveyed being subject to ~~the~~ easements for road purposes of record.

MAIL TO

Grant Deed

ED FLETCHER

AND

MARY C. B. FLETCHER

TO

Dated..... 192.....

ED FLETCHER and MARY C. B. FLETCHER, husband and wife, for and in consideration of.....

Ten and no/100 - - - - - DOLLARS,

Do Hereby Grant To M. F. BAUMGARDNER

a married woman, as her separate property

San Dieguito

All That Real Property situated in the ~~San Diego~~ Irrigation District and in the County of San Diego, State of California, bounded and described as follows:

All of Lot Thirty-one (31) of Avocado Acres No. 3, San Diego County,

California, as per Map No. 2063 on file in the office of the

Recorder of said San Diego County, EXCEPTING Therefrom the

South-easterly 40.0 feet of said Lot 31, the Northwesternly line

line of said 40.0 foot strip being parallel with and distant 40.0

feet at right angles Northwesternly from the Southeasterly

line of said Lot 31.

This Deed is subject to the following reservations and restrictions, a breach of which will work a forfeiture of title, which said reservations and restrictions shall inure to the benefit of the Grantors, their successors or assigns.

(a) The Grantee shall not sell or lease the said premises, or any part thereof, to any person not of the white or Caucasian race.

(b) ~~No building shall be erected upon the said premises which shall be worth less than four thousand dollars and no building shall be erected upon the said premises which shall be worth less than twenty-five~~

(d) No building shall be erected within ~~the~~ ^{twenty-five} feet of the front line of the said premises.

(e) No garage, or chicken yard, or out-building, shall be erected within ~~the~~ ²⁵ feet of the front line of said property; and any such out-buildings, garages, or chicken yards, shall, if constructed of wood, be painted immediately upon their completion.

(f) ~~No building shall be erected upon the said premises which shall be worth less than four thousand dollars and no building shall be erected upon the said premises which shall be worth less than twenty-five~~

(g) Before any building is erected upon said premises a septic tank for sewerage purposes shall be installed of a standard satisfactory to the State Board of Health of the State of California.

(h) All of the foregoing reservations and restrictions, except the one provided for in clause (a) hereof, are to hold good for ten (10) years only. The restriction provided for in clause (a) is to continue in force indefinitely.

(i) The Grantors further reserve a right of way across said premises for the installation and maintenance of sewer, water and gas mains, poles and wires for the conveyance of electricity, with the right of ingress and egress for the maintenance and operation thereof, which said reservation shall inure to the benefit of the Grantors and any public utility corporation, whether private or municipal.

To Have and to Hold the above granted and described premises unto the said Grantee, her heirs and assigns, forever.

In Witness Whereof, the said Grantors, have hereunto set their hands and seals this 17th

day of March, 1928

STATE OF CALIFORNIA, } ss.
County of San Diego.

On this 17th day of March, A. D. Nineteen Hundred and Twenty-eight

before me, Katharine L. May, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared ED FLETCHER and MARY C. B. FLETCHER, known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office, in the City of San Diego, County of San Diego, State of California, the day and year in this Certificate first above written.

Notary Public in and for the County of San Diego,
State of California.

MAIL TO

Grant Deed

ED FLETCHER

AND

MARY C. B. FLETCHER

TO

Dated..... 192.....

ED FLETCHER and MARY C. B. FLETCHER, husband and wife, for and in consideration of.....

Ten and no/100 - - - - - DOLLARS,

Do Hereby Grant To..... M. F. BAULGARDNER

a married woman, as her separate property

San Dieguito

All That Real Property situated in the Santa Fe Irrigation District and in the County of San Diego, State of

California, bounded and described as follows: All that portion of Lots Thirty (30) and Thirty-one (31) of Avocado Acres No. 3, according to the Map thereof No. 2063, filed October 3d, 1927 in the office of the County Recorder of said San Diego County:

Beginning at the most Southeasterly corner of said Lot 30 and following thence the Southeasterly line thereof So. 74° 09' West 225.56 feet; thence parallel with the Northeasterly line of said Lot 30 North 16° 01' 30" West 241.55 feet to a point on the Northwestern line of said Lot 30; thence following the Northwestern line of said Lot 30 No. 74° 13' 30" East 225.56 feet to the Northeasterly corner thereof; thence following the Northeasterly line of said Lot 30 So. 16° 01' 30" East 241.25 feet to the point of beginning. ALSO the Southeasterly 40.0 feet of said Lot 31, the Northwestern line of said 40.0 foot strip being parallel with and distant 40.0 feet at right angles Northwesternly from the Southeasterly line of said Lot 31. The land hereby conveyed being subject to easements for road purposes of record and subject to Improvement District Bonds.

This Deed is subject to the following reservations and restrictions, a breach of which will work a forfeiture of title, which said reservations and restrictions shall inure to the benefit of the Grantors, their successors or assigns.

(a) The Grantee shall not sell or lease the said premises, or any part thereof, to any person not of the white or Caucasian race.

(b) The property hereby conveyed shall be used for residence purposes exclusively, and no building or structure pertaining to or for the conduct of business of any kind whatever shall be erected thereon.

(c) No ~~dwelling~~ shall be erected upon the said premises which shall cost less than ~~Fifteen Hundred Dollars (\$1500.00)~~ **Four Thousand Dollars** and no building shall have more than ~~three~~ **twenty-five** rooms, and no building shall cost less than ~~one hundred Dollars (\$100.00)~~ **two hundred Dollars (\$200.00)** for each and every such additional room, and no building shall be erected upon each lot.

(d) No building shall be erected within ~~thirty (30)~~ **twenty-five** feet of the front line of the said premises.

(e) No garage, or chicken yard, or out-building, shall be erected within ~~thirty (30)~~ **twenty-five** feet of the front line of said property; and any such out-buildings, garages, or chicken yards, shall, if constructed of wood, be painted immediately upon their completion.

(f) ~~No building shall be erected upon the said premises which shall cost less than Fifteen Hundred Dollars (\$1500.00) and no building shall have more than three rooms, and no building shall cost less than one hundred Dollars (\$100.00) for each and every such additional room, and no building shall be erected upon each lot.~~

(g) Before any building is erected upon said premises a septic tank for sewerage purposes shall be installed of a standard satisfactory to the State Board of Health of the State of California.

(h) All of the foregoing reservations and restrictions, except the one provided for in clause (a) hereof, are to hold good for ten (10) years only. The restriction provided for in clause (a) is to continue in force indefinitely.

(i) The Grantors further reserve a right of way across said premises for the installation and maintenance of sewer, water and gas mains, poles and wires for the conveyance of electricity, with the right of ingress and egress for the maintenance and operation thereof, which said reservation shall inure to the benefit of the Grantors and any public utility corporation, whether private or municipal.

To Have and to Hold the above granted and described premises unto the said Grantee, her heirs and assigns, forever.

In Witness Whereof, the said Grantors, have hereunto set their hands and seals this 2

day of _____, 19_____

STATE OF CALIFORNIA, } ss.
County of San Diego.

On this _____ day of _____, A. D. Nineteen Hundred and _____

before me, _____, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared ED FLETCHER and MARY C. B. FLETCHER, known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office, in the City of San Diego, County of San Diego, State of California, the day and year in this Certificate first above written.

Notary Public in and for the County of San Diego,
State of California.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 1 Folder: 40

General Correspondence - Baumgardner, M.F.



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