

Foreword

TO THE PROPERTY OWNERS OF RANCHO SANTA FE:

We are all proud of the way our district is growing, the fine class of people who are attracted here and the nice character of improvements that they are making. We feel that most of this is due to the high type of protective restrictions that have been established, and that we must keep this place from ever being spoiled.

Now, however, we are faced with the fact that the restrictions against resubdivision have expired and that practically all the remaining restrictions expire in less than five years. In that there is danger.

The careful supervision of improvements that has been maintained in the past must be carried on more and more carefully in the future, as the district becomes more populous and built up, and we must stand together to handle this and other community affairs in a thorough and effective way.

The undersigned Committee, appointed at a meeting of local property owners last June, has spent more than six months of careful study of the situation and has secured a charter for the Rancho Santa Fe Association (a non-stock, non-profit Corporation) in which every property owner who signs the Protective Covenant will have one vote. A careful scheme of protective restrictions has been worked out, after many conferences and discussions, which will not prove onerous and will give us a common form of agreement through which to keep our community from being spoiled. Every property owner within Rancho Santa Fe will be asked to sign this agreement, or covenant, as it is called. But unless the owners or contract holders of at least 5000 acres total sign, the covenant will be void and some other scheme of protection will have to be found. However, we are satisfied that a much larger acreage will be signed for within a short time.

In preparing the restrictions for Rancho Santa Fe, we have been guided by the experience of many years in these and other parts of the country, by the counsel and advice of Charles H. Cheney, nationally known consultant in city planning; and by the experience of able architects, landscape architects, engineers and city planners in many places, which he has brought to our attention.

There is no doubt that the value of a fine country home district depends as much upon the type of improvements that our neighbors make as upon our own improvements and planting.

It is extremely important to every property owner (and the protective covenant has been so drawn) that the following results be accomplished:

First: That every residence owner and purchaser in Rancho Santa Fe may be sure when building that his neighbor will have to build an attractive and appropriate type of building, of a reasonably high standard of architecture and not build anything but a dwelling with the customary accessory buildings, except at the Civic Center, where business and other types of buildings may

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be erected. In other words, they must be secure in knowing that their homes or investments can never be damaged by an undesirable, inappropriate or unsightly structure, either on adjoining lots or in any other part of Rancho Santa Fe.

Second: That the fine views of mountains, valleys and native shrubbery will be reasonably preserved and protected.

Third: That there will be a common scheme of organization and financing of the maintenance of roads, parks, and recreational features, for watching out for and protecting the interests of the community, and for the enforcement of the protective restrictions, etc.

Fourth: To increase with the years the wonderful natural beauty of the district, enhanced with fine buildings, and planting, and never to let it be spoiled.

The experience of America's finest country home tracts has demonstrated the advantage of the adoption of permanent protective restrictions that will promote and safeguard the attractiveness and desirability of such neighborhoods. While Rancho Santa Fe has been peculiarly fortunate in the short-lived protective restrictions originally imposed by the Santa Fe Land Improvement Company, their term must be extended for permanence and supplemented by an effective plan of maintenance. In preparing the protective covenant, the property owners committee has been guided by the experience of many years under similar schemes at Roland Park in Baltimore; the famous Shaker Heights district, outside Cleveland; the Palos Verdes Estates in Los Angeles County; and the covenant recently worked out and now being signed up for the Montecito district, near Santa Barbara. All of these, and a number of other districts, have a similar scheme of protection and maintenance, in one case in operation successfully for more than 30 years.

On account of the large area of Rancho Santa Fe (10 sq. miles), the varying character of its property with wide range in location, size, slope and outlook of its homesites and orchards, the covenant as a whole may seem to be somewhat complicated. The fact is, however, that the protective restrictions relating to any one property are quite simple and may be easily summarized.

Any owner can obtain practically a complete understanding of the covenant by reading pages 4 to 11, and 21 to 24 inclusive, as pages 12 to 21 are taken up with definitions and the general requirements of a zoning ordinance, building code and similar requirements encountered in municipal charters and ordinances, and pages 28 to 39 merely give a legal description of the lands brought under the covenant by the original signers.

Duration of protection: The protection will last for a period of 45 years, or until 1973, with automatic extension for successive 20-year periods thereafter unless changed by two-thirds of the property owners. Although the protection of such long time restrictions is most desirable, the conditions surrounding property are subject to somewhat rapid change in a section so fast growing as Southern California, and hence a term as long as the above might be unsafe except for the provision which has been included providing a means

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by which the zoning and local restrictions as to any lot may be modified with the approval of the Community Association and of the owners of two-thirds of the property within 500 feet of the proposed change.

Setbacks from Streets: The building setback requirements from the street have been carefully worked out with the idea of maintaining views and increasing the architectural perspective. For fire protection a setback from rear lot lines is also required. All setbacks are to be modified or omitted where the lots are shallow or on hillsides.

Nuisances: Industries, asylums, sanitariums, cemeteries, or nuisance businesses are to be prohibited in all parts of Rancho Santa Fe.

Billboards and Signs: No billboard advertising or other unnecessary signs are to be erected at Rancho Santa Fe and the few store and business signs required are to meet with the approval of the Art Jury.

Race Regulations: The existing restrictions are to be continued prohibiting negroes, Asiatics, or people of other than the white or Caucasian race, except in the capacity of domestic servants.

Minimum Cost of Building: The minimum cost of houses that may be erected hereafter varies according to the size, value and neighborhood of the lot and the wishes of the present owners. In some areas, higher restrictions are recommended than have heretofore existed.

Architectural Review: The splendid architectural supervision of plans of new buildings and their color, which has been carried on so carefully in the past by the Santa Fe Land Improvement Company, is to be permanently carried on by the Association and the Art Jury, which will hereafter pass on all such plans of new buildings to be erected, prior to the beginning of construction, and will add a system of inspection during construction to insure a proper building. Fences and walls are to be limited to a reasonable height, approved by the Association. No trees along or near streets are to be cut down without the consent of the Association.

Maintenance: To look after the common interest of all property owners joining it, the Rancho Santa Fe Association has been incorporated as a non-stock, non-profit body under the laws of the State of California, in which every property owner who signs an acceptance of the covenant has one vote. It will be the duty of this body to maintain the streets and the street planting, outside of what help may be obtained from the County, and to foster and watch over public community affairs in general, but particularly to enforce and perpetuate the protective restrictions.

The Association is governed by a board of five directors elected by the members under the State Law. Each property owner upon signing an acceptance of the covenant automatically becomes a member of this Association and entitled to vote.

The Association will care for parking strips, trees and plantings along the streets and sidewalks, accept and hold for common use playgrounds, community houses, tennis courts or any other recreational features the members may determine upon; may see that vacant lots are kept free from weeds and

rubbish; arrange for the collection and disposal of garbage; arrange with County authorities for fire and police protection; and otherwise cooperate with all authorities to assure the greatest welfare of residents and owners in Rancho Santa Fe.

In order to defray the expenses necessary properly to maintain and fulfil the purposes of the Association, an annual tax or assessment is to be levied by the officers on all real property under jurisdiction of the Association. This assessment is limited in amount and must be uniform.

The Association and the Art Jury will exist solely for the common benefit of all property owners in Rancho Santa Fe and should be supported and made use of by them to bring about the most attractive, convenient and satisfactory development possible.

The members of the committee who have spent the past eight months in carefully working out this covenant are the owners of 2524 acres of Rancho Santa Fe, and have signed the original copy of the covenant and filed it for record. It was obviously impossible to pass around the original document to all absentee owners and others for signature. Hence it has been arranged that subsequent signers shall execute a short form acceptance of the original covenant which incorporates it by proper legal reference as effectively as if set forth in full. This method also greatly reduces the cost of filing fees to the property owners Association, which would be necessary if the complete document had to be filed again for each new signer.

Every property owner in Rancho Santa Fe is urged to join with us at once in protecting his property and the neighborhood, and to become a member of this Protective Association. For further information address the Association at Rancho Santa Fe, California.

PROPERTY OWNERS COMMITTEE,

Name	and	Acreage Signed Up
BRIGGS C. KECK.....		550.70
RANALD MACDONALD		105.46
BARTON MILLARD		15.46
LILIAN J. RICE.....		3.83
D. M. RICHARDS.....		28.16
SANTA FE LAND IMP. Co.,		
S. R. NELSON, MGR.....		1820.85
Total.....		2524.46

February 3, 1928.

The Directors of the Association are:

RANALD MACDONALD
BARTON MILLARD
BRIGGS C. KECK
S. R. NELSON
D. M. RICHARDS