

HISTORY OF BROADMOOR VILLAGE

In 1947 a housing shortage and the needs of returning veterans from World War II prompted Stoneson Corporation to begin construction of single-story homes in an area of unincorporated Colma that would become known as Broadmoor Village. San Mateo County had remained relatively undeveloped; not ten miles from San Francisco were to be found hog farms, and potato and artichoke fields. Since 1947 the original area of Broadmoor Village has been reduced in size by annexations made by Daly City. The special police district, formed in 1948, continues to operate despite erosion of the tax base necessary for its financial survival. In 1991 Bill 24, introduced by Senator Quentin Kopp, became law, a law providing that any future proposed annexation of Broadmoor should be put "to a vote of its residents if the Broadmoor Police Protection District rules that the annexation would be harmful ..." (1).

This is an account of the history of this unincorporated island, its encirclement brought about by Daly City annexations: the community spirit that has endured during its 47 years of existence, its uniqueness as a community, and the dogged persistence of its residents to preserve their identity.

An area where once the deer and the antelope roamed, as well as Ohlone tribelets, Broadmoor Village is unique in California: it has its own uniformed Police Protection District, the last area in the state to have this distinction. Police protection for unincorporated areas is generally provided by the county sheriff's office, headquartered in the case of Broadmoor, at Redwood City, some 30 to 40 minutes' drive away. Hence Broadmoor residents sought their own Police Protection District, which was formed by resolution of the San Mateo County Board of Supervisors in December 1948. (2)

Currently the strength of the eight-man police force, under the leadership of Chief of Police Timothy Guiney, is augmented by eighteen reserve officers who serve without pay "in exchange for the hours they work or for the training they receive." (3) In 1984-85 reserve officers donated 6,009 hours, or the equivalent of 2.8 full-time positions. (4)

Residents of Broadmoor benefit from the personal service rendered by the Special Police District. For example, anyone planning to be on vacation is encouraged to advise the police, and their residence is checked on a daily basis during their absence.

From the beginning the area exhibited a strong community spirit. By 1948 the Daly City Record carried a column entitled Broadmoor Village News, bylined by Dorothy R. Levitan, who reported in October of that year that construction of hilltop homes was still proceeding, and one resident could boast a swimming-pool. (5) But a month later the Broadmoor Property Owners' Association felt compelled to place on its agenda "the ever-present problem of the hog farm" and plans for its removal by year's end. (6) Long-time residents still remember not only the hog farms but also the horses' stables on Edgeworth and Gilman Drive; occasionally a horse would get out and start chomping on people's petunias, and the householder would call on Ray Savage of the Broadmoor Police Department for help. (7) They recall the potato and artichoke fields, which had made their contribution to the enormous agricultural production of San Mateo County. According to Dr. Stanger, of the \$18 million in agricultural production in 1944, one-third derived from flowers, and one-third from vegetables. (8) Anyone who has dealt with the depredations of gophers, which thrive in the area to the detriment of one's gardening endeavors, can only admire the hard work and success of those many Italian farmers who, until this area was developed, raised enormous cabbages, and sent millions of bouquets of violets to San Francisco and back east.

In those early days one could buy a house for \$9,250.00, with \$250.00 down and payments of \$58.00 per month, including principal, interest, insurance and taxes. It sounds like the impossible dream; however people would have to plead for a loan since they barely qualified; payments were not to exceed one-quarter of take-home pay, which might be no more than \$56.00 a week. (9)

As these hopeful, early years unfolded for Broadmoor residents there was no hint of subsequent annexations that were to come, annexations that would threaten the security offered by their own police district. At no time did Broadmoor wish or seek to annex to Daly City, even when they were completely encircled by the annexations made in 1972. In order to retain their unincorporated status and their own police district, and with its financial base seriously impaired by the many annexations, in 1982 almost 74% of residents voted in favor of paying additional taxes, a "Special Override Tax" that would be in effect for four years. (10) Again, as reported in the Daly City Record of June 30, 1990, "77% of 907 people who returned mail-in ballots ... voted to tax themselves up to \$180.00 a year for the ensuing four years to save the Broadmoor Police Protection District from bankruptcy." (11)

The most recent annexation by Daly City in 1991 comprised 31 acres of mostly commercial property, including blocks along Junipero Serra Boulevard, Serra Bowl, Lucky Market, and a small shopping center, having an assessed value of \$10 million, but effectively four to nine residents. Since areas of less than twelve residents are treated as "uninhabited" land, a few commercial owners can easily account for more than half the assessed value, facilitating the annexation process. (12) In the San Mateo Times of November 23, 1990, Daly City Manager David Rowe is quoted as saying: "We're doing this for the tax revenue." (13) (Financed in part through an urban planning grant from the Department of Housing and Urban Development, a report prepared for Daly City in 1968 by Livingston and Blayney, City & Regional Planners, in discussing annexation, states that "sales tax revenues from commercial property east of Junipero Serra Boulevard also would be a plus factor" (14) and the pattern of annexations suggests an aggressive long-term policy.)

What is remarkable is that this 31 acres includes the BART storage yard and valuable tax-producing commercial property, but does not include the new BART station. It should be observed that the BART station produces no tax revenue since it is owned by a public agency. Moreover, although BART has its own police, the Broadmoor Police District is also responsible for this area. (15)

To cite each annexation would be tedious (the Daly City Record of October 14, 1991 refers to 47 previous annexations of Broadmoor land; suffice it to emphasize that it is the annexations which have impaired the tax base of the Broadmoor Police District. With the passage of Bill 24, referred to on page 1, Broadmoor residents hope they will have some say in their future, but Daly City has not ruled out going to court, should they seek annexation of other parcels in this area.

At this point it is pertinent to review the role of LAFCO (a Local Agency Formation Commission that each county, except San Francisco, must have according to legislation passed in 1963). Each commission is composed of five members: 2 county supervisors, 2 city council members, and one at-large or public member. The purpose of the commission is to discourage urban sprawl and to ensure an orderly development of local government. In addition to determining the sphere of influence of each city and special districts within the county, LAFCO reviews requests to change the organization or boundaries of an existing agency, considers the impact of such changes on the residents and agencies affected, and on the distribution of property tax. Proposals brought before LAFCO may be rejected, approved, or modified. (16) One cannot avoid the conclusion that LAFCO sympathies are not with Broadmoor, and in this respect, in asking "the staff to look at why this unincorporated area of around 5,000 residents is unique enough to warrant being the only one in California with its own police jurisdiction," (17) LAFCO Commissioner Mary Henderson's remarks seem particularly revealing. Yet in a letter dated February 17, 1971, to George V. Ng, a Broadmoor resident, Assemblyman Leo Ryan states: "While LAFCO was set up by legislation authorized by Assemblyman Knox, he has agreed that the piecemeal annexation which has been allowed in the Broadmoor area is contrary to the intent of his legislation." (18)

In researching the sequence of events in Broadmoor history, and its inhabitants' resolve to remain independent, one observes the strong role played by the Property Owners' Association, in conjunction with the Special Police Protection District: meetings are held and a newsletter is put out each month; neighborhood activities, an Easter Egg

Hunt, Fourth of July parade, Halloween Party, and a Santa Claus Parade continue to be held.

Another area of interest has been the subject of incorporation which was discussed in 1954-55, but, although incorporation would have protected Broadmoor from piecemeal annexations, incorporation was never adopted. An incorporation study was also made in July 1967 by Dwight E. Sanders, a Coro Foundation intern in public affairs, (19) but a Broadmoor Property Owners' Association directors' resolution was forced to conclude that, lacking business and industry, or facilities to attract new industry, incorporation would be detrimental to the best interests of the people of Broadmoor.

The most recent development in this saga has been the filing of arguments with the County Clerk's office, whereby residents will vote at a special May 24 election on Measure A, which would allow the district to continue to levy a parcel tax of up to \$140.00 a year for police services. This will be the fourth time that a tax measure similar to the one first enacted in 1982 and expiring every four years, has been put to the voters, and they have consistently demonstrated their support for the Police Protection District.

The future of Broadmoor is not automatically assured by the passage of Bill 24, since the law is effective for only five years, at which time it will have to be reconsidered by the Legislature before it can be extended. (20) Although Daly City intends to challenge the law we can be equally certain that Broadmoor and the Special Police Protection District will put up a strong fight to keep their cherished independence.

The gathering of the details which have gone into this account would not have been possible without the interest of a great many people, whose help I deeply appreciate and wish to acknowledge:

Linda Biagini made available files of the Broadmoor Property Owners' Association.

Shirley Burgett made helpful suggestions as to where I might find sources of information.

Glynnis Carreira loaned me a copy of *La Peninsula*, The Journal of the San Mateo County Historical Association, Vol. XXVIII, No. 1, Fall 1992, which provided an historical perspective of this area before post World War II development.

Kenneth and Bunny Gillespie, who staff the Mini Museum of the History Guild of Daly City/Colma every Tuesday between 1:00 and 2:30 p.m. at Serramonte Library, kindly made available to me files containing newspaper clippings about Broadmoor and Annexations.

Timothy Guiney, Chief of Broadmoor Police Department, gave graciously of his time.

Librarians in the Reference Library at SFSU, who helped me find sources of information on LAFCO.

The Reference Desk at Serramonte Library also provided me with source material.

San Mateo County, Assessor's Office, Drafting Department, Redwood City, made available four files on Daly City annexations. Although I have not quoted detail from these files they gave me a better understanding of government procedures and jargon.

There were many others to whom I chatted on the phone, and although at times you may find yourself referred, for example, from the recorder's office, to the assessor's office, to the drafting office, all leads have to be followed up for, like a detective, you never- know which one is going to strike the Comstock Lode. And then there is the bonus: the people you meet who are genuinely interested, and wish to be helpful. In addition, you have a greater appreciation of the work put in by those historians who have gone before, and who combine style and thoroughness in weaving their tale. You also learn the importance of making good notes. How easy it is to make a copy of a newspaper clipping and, later, find that you didn't make a note of the date or source!

Another bonus was all the things I discovered on the way, as when one goes to a dictionary to look up a word and stops at a lot of other interesting words en route.. Annexations by Daly City of Broadmoor parcels of land are but the most recent examples of disputed land. Indeed, one local dispute was finally resolved by the U.S. Supreme Court: Robert Thornton, who came around the Horn in 1851, had title to land in this area, and was chosen to represent his neighbors as well as himself in court when their property was claimed by others and they were evicted. Only his persistence in taking the matter to the Supreme Court brought them, some years later, reinstatement of their title.

Instead of the layers of history being revealed, as in an archeological dig, we can read the succession of historical accounts and bring to life in the mind's eye the succeeding episodes that have occurred since Portola first stopped in 1769 at Sweeney's Ridge, a distance of approximately ten miles from the heart of Broadmoor Village. Working on this paper has brought the land to life, and I shall never look at the area again with quite the same unseeing eyes.

HISTORY OF BROADMOOR VILLAGE

Notes & Bibliography

- (1) San Mateo Times, November 21, 1991
- (2) Data taken from the Broadmoor Police District 1985 Annual Report, p.1
- (3) Ibid., p.10
- (4) Ibid., p.10
- (5) Daly City Record, October 7, 1948
- (6) Daly City Record, November 18, 1948
- (7) Conversation with Ken Gillespie, February 8, 1994
- (8) Stanger, Frank M., Ph.D., Peninsula Community Book, (San Mateo Co., Calif.), A. H. Cawsten, Managing Editor & Publisher, San Mateo County, 1946, p.195
- (9) Conversation with Ken Gillespie, February 8, 1994
- (10) Data taken from the Broadmoor Police District 1985 Annual Report, p.5
- (11) Daly City Record, June 30, 1990
- (12) The Times, (San Mateo), April 23, 1991
- (13) The Times, (San Mateo), November 23, 1990
- (14) Contained in Broadmoor Property Owners' Association file
- (15) Conversation with Chief of Police Timothy Guiney, February 24, 1994
- (16) League of Women Voters of California, Sacramento, Guide to California Government, 14th ed., 1992, p.154
- (17) The Times, (San Mateo), January 17, 1991
- (18) Copy of letter in Broadmoor Property Owners' Association file
- (19) Broadmoor Incorporation Survey, July 1967, made by Dwight E. Sanders
- (20) Daly City Record, March 16, 1994

ARTICLES OF INCORPORATION

226507
FILED

Restriction of power
to amend articles

of

In the office of the Secretary of State
of the State of California

Yes

No

APR 10 1948

BROADMOOR PROPERTY OWNERS ASSOCIATION

FRANK L. [Signature], Secretary of State

By [Signature]
Assistant Secretary of State

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, residents of the State of California, have this day voluntarily associated ourselves together for the purpose of forming a non-profit corporation under Title XII, Article 1, Part IV, Division 1, of the Civil Code of the State of California, and we hereby certify as follows:

ARTICLE I

That the name of this Corporation shall be Broadmoor Property Owners Association.

ARTICLE II

The purposes for which this Corporation is formed are as follows:

1. (a) Civic and Recreational:

To promote, foster and encourage the common interest of its members; to bring about cooperation in the interest of the civic betterment of the district for the mutual protection of its owners; and to create and provide recreational facilities for the members of the district and their families; and for the advancement and betterment of the Civic Interest of the Broadmoor Tract and the County of San Mateo: that said Broadmoor Tract is more particularly described as follows:

All that certain real property in the county of San Mateo, State of California, which is more fully described in that certain deed from the California Pacific Title Insurance Company, a corporation, to Henry Stoneson and Ellis L. Stoneson dated July 12, 1945, and recorded July 16, 1945, in the Office of the County Recorder, San Mateo County, State of California, in Book 1195 Official Records at page 209 .

Parcel Two

All that certain tract of land in the County of San Mateo, State of California, which is more fully described as Tract 547, Broadmoor Village, San Mateo County, California, which map was filed in the office of the County Recorder, San Mateo County, State of California, on November 21st, 1945, in Book 24, of Maps at pages 74 and 75.

Parcel Three

All that certain tract of land in the County of San Mateo, State of California, which is more fully described as Tract No. 554, Broadmoor Village, Map No. 2, San Mateo County, California, which map was filed in the office of the County Recorder of San Mateo County, State of California, on August 17th, 1946, in Book 26 of Maps at Pages 1 and 2.

Parcel Four

All that certain tract of land in the County of San Mateo, State of California, which is more fully described by a map entitled "Tract No. 554, Broadmoor Village", San Mateo County, California, filed in the office of the Recorder of the San Mateo County, State of California, on August, 17, 1946, in Book 26 of Maps at pages 1 and 2.

Parcel Five

All that certain tract of land in the County of San Mateo, State of California, which is more fully described as Tract No. 573, Broadmoor Village, Map No. 3, San Mateo County, California, which map was filed in the office of the County Recorder of San Mateo County, State of California, on March 19, 1947, in Book 27 of Maps, pages 5 and 6.

(b) Educational and Social:

To communicate to and disseminate among the members for their enlightenment, information and data, consisting generally of written articles, laws and legislation affecting or concerning the ownership of property, taxation, zoning, housing and other kindred problems; to communicate to the members for their enlightenment such information and data by means of speakers or by means of motion pictures; to acquaint members with one another; to know and understand one another better and for this purpose to hold luncheons, banquets and entertainment; and to invite and be addressed by prominent persons.

2. To acquire, hold, sell, transfer, lease, mortgage, encumber, exchange, improve and/or deal in or with such property as may be necessary or desirable for the accomplishment of the objects of this Corporation; and to borrow money, incur indebtedness and secure the same, execute such agreements, take such proceedings, and do such things as may be required for any of the lawful objects of this corporation; subject to the limitations prescribed by the by-laws of this corporation.

3. When accepted by the members, the correct description of the property will be inserted in this subdivision.

The powers and duties referred to relate to the approval of plans for building in the tract, the upkeep thereof, and the collection and expenditure of funds for the following purposes:

(a) lighting and improving and maintaining gateways, fences and ornamental features, streets, parks, and easements and other open areas, maintained for the general use of owners of property shown on said Maps, including all trees, grass plots, and planted areas within the lines of such streets, community club house, the erection of which is hereby expressly made an exception to the restrictions for dwelling houses, tennis courts and play grounds;

(b) Caring for vacant or unimproved lots, removing grass and weeds therefrom and any other things necessary or desirable to keep the property neat and in good order;

(c) Expense of any proceedings incident to the enforcement of the restrictions, conditions, covenants, charges and agreements contained in said Declarations and to the collection of the charges or assessments provided for therein.

4. To do and perform any and all other acts which may be either necessary for, or proper or incidental to, the exercise of the foregoing powers.

ARTICLE III

All activities of this corporation shall be non-profitable in character and shall be limited to activities necessary or desirable in the interest and welfare of all its members. This corporation does not contemplate pecuniary gain, profits or dividends to the members thereof, and is not authorized to issue shares of stock.

ARTICLE IV

That the principal office for the transaction of the business of this Corporation shall be in the County of San Mateo.

ARTICLE V

The names and addresses of the persons who are to act in the capacity of directors of this Corporation until the election of their successors are:

- | | | | |
|----------------------|-------------|-------------------|----------------------------------|
| 1. Harold K. Lipset, | residing at | 1755 Louvaine Dr. | |
| 2. Donald Carver, | " | " | Broadmoor Village, Colma, Calif. |
| 3. James Buckwalter, | " | " | 1651 - 4th St. N. Colma, Calif. |
| 4. Dale Farnow, | " | " | 915 H. St. N. Colma, Calif. |
| 5. Roger Edler, | " | " | Broadmoor Village, Colma, Calif. |
| 6. John D. Golobic, | " | " | 1743 Sweetwood Dr. Colma, Calif. |
| 7. Claude Hanrahan, | " | " | 1773 Sweetwood Dr. Colma, Calif. |
| 8. V. J. Murphy, | " | " | 1764 Sweetwood Dr. Colma, Calif. |
| 9. Leonard Stiller, | " | " | 1702 Sweetwood Dr. Colma, Calif. |

That the number of persons above named shall constitute the number of directors of this Corporation until changed by an amendment to these Articles of Incorporation or by a duly adopted by-law of this Corporation, for which authority is hereby given.

The Board of Directors shall have the power; and it shall be their duty to control the affairs and business of this Corporation subject to the provisions and limitations prescribed by these Articles of Incorporation and the by-laws of this Corporation.

ARTICLE VI

1. Membership in this Corporation shall consist of ownership of dwelling houses and residential building lots in those certain tracts known as Broadmoor Village, Tracts 547, 534, and 573, heretofore and hereinabove described more particularly as Parcels One, Two, Three, Four and Five. (Any person owning more than three lots may not have more than three votes.)

2. Provided that membership in this Association may be extended to adjacent or contiguous tracts upon the approval of the Board of Directors and the vote of two-thirds of the membership of the Association.

3. The members of this corporation shall be the owners of the record legal title to one or more building sites for dwelling houses in said tracts except such owners as shall have entered into enforceable contracts of sale; and in such event, the memberships of such vendors shall automatically pass to the purchasers under said contracts whenever the Secretary is notified in writing by either the vendors or vendees of the existence of said contract; provided, further that if any of said purchasers

shall subsequently assign or resell their respective rights to purchase under their contracts, then the memberships of such purchasers shall automatically pass to the assignees or vendees of said purchasers upon similar notification to the secretary of their respective assignments of sub-contracts, of purchase, and in such event the membership of such assignors or vendors who hold membership by virtue of any such contract, assignment, or sub-contract, shall automatically pass to the last purchaser under such contract, assignment or sub-contract. Memberships acquired by purchasers or their assignees or sub-vendees as hereinbefore set forth, shall automatically lapse, and re-vest in the original owner or original purchaser, as the case may be, upon written notification to the Secretary of the forfeiture of rights under said contracts, assignments of contracts or sub-contracts, respectively. Contract holders shall establish their right to membership to the satisfaction of the Secretary of this Corporation. Provided, however, that membership in the Corporation shall be appurtenant to the building sites within said tracts to which such member holds legal title or contractual rights as aforesaid, and provided further, however, that the Declarants in those certain Declarations hereinbefore described shall not be entitled to membership in such corporation by virtue of ownership of any unsold lot or lots in said tracts.

Membership in the Corporation shall lapse and cease upon the transfer of record of the legal title of the member's building site, or, if the member holds the legal title to more than one such building site, then upon the transfer of record of the legal title to all his building sites, or, if the member does not hold the title to any building site, then upon such member ceasing to be a holder of a contract, sub-contract or assignment of contract for the purchase of any such building site. A member holding the legal title of record, contract of sale, assignment of contract or sub-contract to more than one building site, may transfer membership with each building site transferred. When a building site is owned in joint tenancy or tenancy in common, the membership as to such building site shall be joint and the rights of such membership shall be exercised only by the joint action of all owners of such building site, provided, however, that at any meeting of the members of the Corporation the vote to which the appurtenant membership entitles such owners in joint tenancy or tenancy in common may be cast by any one of said joint tenants in common in behalf of both or all, objection is made by the others entitled thereto, in which case no vote shall be counted for said membership until all entitled thereto agree as to how any by whom it shall be cast, except any member may resign and be thereby released from all obligations in this corporation, by either (1) resigning orally in an open meeting, or (2) by directing a letter to the secretary of the corporation stating that he is resigning. In the second instance, the time of resignation shall be the time of the receipt of the letter by the secretary.

The membership fee shall constitute the maintenance charge or assessment, provided for in Section X of said Declaration.

Each member of the Corporation shall have one vote, interest in the Corporation shall be represented by the number of shares of stock which such member is entitled to the total number of shares of stock of the Corporation shall be divided into shares of stock, each share of stock shall be entitled to one vote, the restrictions applicable thereto shall be as set forth in the Declaration, provided, however, that such interest in and shall be appurtenant to the building sites within the said tracts of land, to which such member holds legal title or contractual rights.

All members of the Corporation shall be entitled to vote, either in person or by proxy, shall be entitled to as many votes as there are building sites to which such member is entitled to the legal title of record or contractual rights set forth in subdivision 12 of this article, except, however, no member shall exercise more than three votes, provided that each member of the Corporation shall have at least one vote, except that the declarants of said Declaration shall not be entitled to any votes by virtue of ownership of any unsold lot, or lots in any of said tracts.

The vote of any membership held in the name of two or more joint tenants or tenants in common shall be divided equally among the persons holding ownership by virtue of their joint tenancy or tenancy in common, so that if two or more persons have title to property as joint tenants or tenants in common, then the vote of such ownership, if such ownership entails membership in the corporation, shall be divided equally among such owners so as to entitle each to such proportion of the vote as his share bears to the whole.

ARTICLE VII

That the By-laws of this Corporation shall be adopted by a vote of two-thirds of the membership and may thereafter be amended or repealed or any by-laws may be adopted at any meeting of the members by a vote of two-thirds of the membership, or by the Board of Directors, when thereunto authorized, at any meeting of the members by a vote of two-thirds of the membership, or by the written assent of two thirds of the membership.

IN WITNESS WHEREOF we have hereunto subscribed our hands this

14th day of May, 1947.

Harold K. Lipsch

1755 Louisa Drive

Colma 25, Calif (Broadmoor Village)

Frank Mauer

1651 Sweetwood Drive

James Buckwaller

Colma 25, Calif (Broadmoor Village)
915 Heather Rd.

Colma 25, Calif.

Roger M. Edler

1171 Sweetwood Drive

Broadmoor Village Colma 25 Calif.

John G. Labbie

1767 Sweetwood Drive

Broadmoor Village Colma 25 Calif.

Walter J. Farnon

1763 Sweetwood Drive

Broadmoor Village Colma

Walter J. Farnon

1708 Louisa Drive

Broadmoor Village Colma

Edward Stiller

824 Washington St

Colma 25 Calif Broadmoor 22d

Claude E. Hansen

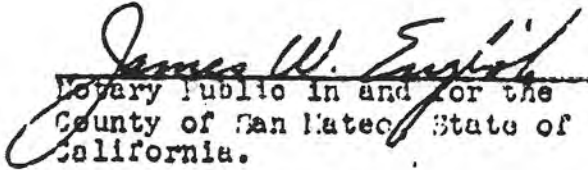
1764 Sweetwood Drive

Broadmoor Village, Colma 25 Calif.

STATE OF CALIFORNIA,)
COUNTY OF SAN LATEO.) ss

On this 28th day of June in the year one thousand nine hundred and forty seven before me, James W. English, a Notary Public in and for the County of San Mateo, State of California, residing therein, duly commissioned and sworn, personally appeared Harold A. Lipset, Donald Carver, James Buckwalter, Dale Farnow, Homer Miller, John C. Golobic, Claude Manranhan, W. J. Murphy, and Leonard Stiller, known to me to be the persons 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 in the County of San Mateo the day and year in this certificate first above written.


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

My Commission Expires _____

APR 8 1948



STATE OF CALIFORNIA
OFFICE OF
Franchise Tax Commissioner
SACRAMENTO 14

April 7, 1948

Broadmoor Property Owners Association
c/o Fahy, Bocsi, & Callen
3 Wellington Avenue
Palo Alto, California

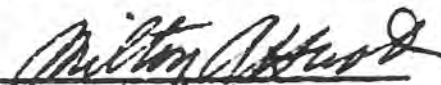
Gentlemen:

Re: Exemption From Franchise Tax

The claim submitted by your organization for exemption from taxation under the Bank and Corporation Franchise Tax Act is approved. Annual franchise tax returns need not be filed unless the character of the organization, its purposes, methods of operation, sources of income, or methods of distribution of its income, be changed. Changes in any of these particulars must be reported promptly to this department.

Very truly yours

CHAS. J. MCCOLGAN
Franchise Tax Commissioner

By 
Milton A. Huot
Assistant Tax Counsel

MAH:no
cc - Sec. of State
cc - Russell

FILED

In the office of the Secretary of State
of the State of California

CERTIFICATE OF AMENDMENT OF ARTICLES
OF INCORPORATION OF BROADMOOR PROPERTY.
OWNERS ASSOCIATION

AUG 16 1949

FRANK M. JORDAN, Secretary of State

By Robert Richardson
Assistant Secretary of State X

We, the undersigned, Howard Richardson and
Verna S. Dusté, president and secretary respectively of Broad-
moor Property Owners Association, do hereby certify as follows:

That Broadmoor Property Owners Association is a
corporation, duly organized and existing under and by virtue of the
laws of the State of California.

That said corporation is a non-stock, non-profit
corporation, and members have been admitted thereto other than
the incorporators.

That the following resolution was adopted by a
unanimous vote of the Board of Directors of said corporation upon
a meeting of the Board of Directors thereof, regularly had on the
11th day of April, 1948:

"Resolved that that article of Articles of Incor-
poration of Broadmoor Property Owners Association which is designated
therein as Article VII be amended to read as follows:

'By-laws of this corporation may be
adopted, amended or repealed by a majority
vote of members present at any
regular or special meeting of the
members of this corporation, or by
the written assent of a majority of
the members' ". . .

That thereafter members of said corporation holding a majority of
the voting power in said corporation consented in writing to said
amendment.

That the total number of members entitled to vote on or consent to the adoption of said amendment was 600.

That the number of members consenting thereto was 594.

That the members of said corporation are of one class.

That the following is a true copy of the form of written consent utilized:

"The undersigned, a member of Broadmoor Property Owners Association, a corporation, hereby consents that Article VII of the Articles of Incorporation of said corporation be amended to read as follows:

'By-laws of this corporation may be adopted, amended or repealed by a majority vote of members present at any regular or special meeting of the members of this corporation; or by the written assent of a majority of the members.'

Approved by _____
Signature

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 8th day of August, 1949.

Address
Howard Richardson
President

Thomas L. Austin
Secretary

STATE OF CALIFORNIA)

ss.

CITY AND COUNTY OF SAN FRANCISCO)

HOWARD L. RICHARDSON and VERNA S. DUSTE being
first duly sworn, depose and say:

That they are the president and Secretary respectively of the Broadmoor Property Owners' Association; that they have read the foregoing Certificate of Amendment of Articles of Incorporation of Broadmoor Property Owners Association; that the same is true of their own knowledge except as to matters stated therein on information and belief, and as to those matters they believe it to be true.

Howard L. Richardson
Howard L. Richardson

Verna S. Duste
Verna S. Duste

Subscribed and sworn to before me
this 15th day of August, 1949.

William E. Chapfield
Notary Public
In and for the City and County of
San Francisco, State of California.

STATE OF CALIFORNIA

CITY AND

County of SAN FRANCISCO

} ss.

On this 10th day of August in the year one thousand nine hundred and forty-nine

before me, ALLISON E. SCHOFIELD, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared HOWARD E. Richardson and JOHN S. Darte

known to me to be the President and Secretary of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County of San Francisco the day and year in this certificate first above written

Allison E. Schofield

Notary Public in and for the City and County of San Francisco State of California

Notary Public Form No. 18 (Acknowledgment Corporation)
C.C. Sec. 1120

My Commission Expires October 4, 1952

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b) of the Government Code, please take note of the following:

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.

If this cover page is a copy which has been sent by facsimile, e-mail or other form of electronic transmission, please note that in the original of this page the above notice is printed in 20-point boldface red type.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC§ 3604(c).

**I/We have read, approved, understood
& acknowledged receipt of this report**

BROADMOOR VILLAGE, UNINC. COLMA. CC+R's for POA

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b) of the Government Code, please take note of the following:

Subject Property: _____

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.

If this cover page is a copy which has been sent by facsimile, e-mail or other form of electronic transmission, please note that in the original of this page the above notice is printed in 20-point boldface red type.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC§ 3604(c).

**I/We have read, approved, understood
& acknowledged receipt of this report**

Pg
129

**DECLARATION OF RESTRICTIONS, CONDITIONS, COVENANTS AND AGREEMENTS
AFFECTING REAL PROPERTY, SITUATED IN UNINCORPORATED TERRITORY IN THE
COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

Declaration made and dated the 10th day of June, 1949, by **THE STONECREST Corporation:**

WHEREAS, THE STONECREST CORPORATION, a corporation, is the owner of a tract of land in the County of San Mateo, State of California, which is more fully described as Tract No. 616, Broadmoor Village, Map No. 6, San Mateo County, California, which map was filed in the effects of the County Recorder of San Mateo County, State of California, on June 9, 1949, in Book 30 of Maps at pages 21 and 22.

WHEREAS, THE STONECREST CORPORATION, a corporation, is to subdivide and sell the property in said tract of land which it desires to subject to certain conditions, restrictions, covenants, and agreements, between itself and the purchaser, of said property as hereafter set forth pursuant to a general plan or scheme of improvement.

WHEREAS, THE STONECREST CORPORATION, a corporation, declares the property in said tract of land is held and shall be sold, conveyed, leased, occupied and hypothecated subject to the following restrictions, conditions, covenants, and agreements between itself and the purchasers of said property and their heirs, successors and assigns as hereinafter set forth.

-1-

All of the restrictions, conditions, covenants, and agreements set forth in this declaration shall affect all and each of the lots of any portion thereof, except as otherwise provided and shall run with the land and shall be binding on all of the parties owning said land or any part thereof and all persons claiming under them until January 1, 1973, at which time said covenants shall be automatically extended successive periods of ten years unless by a vote of the majority of the then owners of lots it is agreed to change the said covenants in whole or in part. Any and all of the terms of this declaration may be amended, supplemented and or abrogated rescinded at any time prior

97591-11-1 June 30, 1949

to July 1st, 1951, by the declarant, **THE STONECREST CORPORATION**, by an instrument in writing adequate and sufficient for such purposes, duly executed and acknowledged by such declarant and recorded in the office of the Recorder of the County of San Mateo.

-2-

All lots in said tract of land shall be known and described as first residential lots. No structure or structures shall be erected, placed, or permitted on any lot or portion thereof other than one single family dwelling, not to exceed two stories in height with private garage for not more than three cars.

-3-

There shall never, at any time, be erected, permitted, maintained or carried on upon said property, any place for trade, craft, commercial or manufacturing enterprise, nor any noxious thing or noxious business, no trailer, basement, tent, shack, garage, barn, or other out building shall at any time be used as a residence temporary or permanently, nor shall any residence of a temporary character be permitted.

-4-

No dwelling costing less than \$3,000.00 shall be constructed, placed or permitted on any lot in said tract, or any portion on said property.

-5-

~~No person other than one of the White Caucasian race shall rent, lease, use or occupy any building on any portion of said property, except that this covenant shall not prevent occupancy by domestic servants of a race other than White Caucasian employed by an owner or tenant in said tract.~~

-6-

No fowl, cattle, horses, mules, hogs, goats, or other live stock except usual pets shall be permitted or maintained upon any lot in said tract of any portion thereof.

97591-11-2 June 30, 1949

-2-

-7-

The invalidity of any of the covenants and restrictions herein contained whether such invalidity be established by Judgment or Court Order or otherwise shall in no way affect any of the covenants or restrictions herein contained.

-8-

All purchasers of the property herein described by the acceptance of deeds thereafter, whether from **THE STONECREST CORPORATION**, or subsequent owners of such property or the signing of contracts or agreements to purchase the same shall thereby and by said act assent and agree to all of the provisions and covenants of this Declaration and Covenant and agree to be bound by and keep and perform the same.

-9-

None of the provisions of this Declaration and of these restrictions shall supersede or in any way reduce the security nor affect the validity of any mortgage or Deed of Trust covering said property or any portion thereof, but is distinctly understood and agreed that if any portion of said property is sold under a foreclosure of any mortgage or under the provisions of any Deed of Trust, any purchaser or purchasers under sales made by reason of a foreclosure of mortgages or by reason of the failure to pay debts due under deeds of trust shall hold any and all property so purchased at said sales subject to all of the conditions of this Declaration.

-10-

PROVISION FOR UPKEEP

Each lot of said Tract shall be subject to an annual charge or assessment of Six and 00/100 (\$6.00) Dollars which will constitute a lien against such lot on the first day of January of each year, such charge shall be payable in two equal installments on the first day of January and the first day of July of each year. The lien hereby created shall be subordinate to the lien of any mortgage or Deed of Trust against such lot, existing prior to the time such lien attaches. The term "lot" as used with reference to said charge refers to an individual building lot sold or transferred by Declarants or their successors or assigns, pursuant to Declarants aforesaid intention and purpose to

97591-11-3 June 30, 1949

subdivide said tract, said charge shall be effective against each such lot, whether or not a building has been erected thereupon and regardless of the square foot area of each lot, however that no part of said tract of land shown on said Map used for streets, parks, new or hereafter opened, laid out or established upon space maintained for the general use of owners of property shown on said map or land taken or sold for public improvement or uses shall be subject to said charge, provided further that no part of the area in said tract owned by Declarants shall be subject to said charge, unless and until such part has been subdivided into individual building lots and sold except that any individual lot, the ownership of which Declarants or either of them shall retain, and upon which a dwelling house shall be erected, shall be subject to such charge upon the completion of such dwelling house. Any individual building lot sold for the first time as such by Declarants, their successors or assigns, shall become subject to a pro-rata proportion of said charge for the balance of the year in which such sale is made, proration to be computed from date of execution of the deed conveying such lot, such pro-rata charge shall, if not paid, be added to the annual charge accruing on the first day of the next succeeding year and shall constitute a lien against such lot as above provided, payment of the annual charge above provided for shall be made to **THE STONECREST CORPORATION**, a corporation, its successors or assigns, to be held and expended for the purposes hereinafter specified, and said **THE STONECREST CORPORATION**, a corporation, its successors or assigns, are authorized and empowered to take all necessary and proper steps to enforce collection of said charge. Every purchaser of a lot in said Tract shall by acceptance of a deed thereof, or by signing of a contract for the purchase thereof, becomes personally liable for the payment of said charge and shall be such act be deemed to have vested in said **THE STONECREST CORPORATION**, a corporation, its successors or

97591-11-4 June 30, 1949

assigns, power and authority to enforce collection of said charges and to enforce said liens.

The funds collected by said **THE STONECREST CORPORATION**, a corporation, its successors or assigns, pursuant to the foregoing provisions shall be expended for the following purposes:

(a) Lighting and improving and maintaining gateways, fences and ornamental features, parks, rear driveway and easements and other open areas, maintained for the general use of owners of property shown on said map, including all trees, grass plots and planted area within the lines of such streets.

(b) Caring for vacant or unimproved lots, removing grass and weeds therefrom and any other things necessary or desirable to keep the property neat and in good order.

(c) Expense of any proceedings incident to the enforcement of the restrictions, conditions, covenants and agreements contained in this Declaration and to the collection of the charges or assessments provided for in this clause.

THE STONECREST CORPORATION, a corporation, agrees that the money so collected shall be applied to the purposes mentioned and they shall not be obligated to carry out any of said purposes except to the extent possible from the money so collected.

-11-

**VIOLATION OF RESTRICTIONS
RIGHT TO ENFORCE**

If the parties hereto or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, while said covenants and restrictions remain in effect, it shall be lawful for any person or persons owning any other lots in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants, restrictions and either to prevent him or them from so doing or to recover damages for such violation.

97591-11-5 June 30, 1949

-12-

RESTRICTION OF FENCES

No fence or boundary wall situated anywhere upon any lot shall have a height greater than four (4) feet above the graded surface of the ground upon which such fence or wall is situated.

No fence shall be constructed on said property until its design and plans of same has been approved by **THE STONECREST CORPORATION**, a corporation, and its written approval obtained thereon.

-12A-

APPROVAL OF PLANS

No building shall be erected on any lot or moved onto any lot until the design and location thereof have been approved in writing by **THE STONECREST CORPORATION**, a corporation, or by a committee appointed by the Declarants, their successors or assigns, but in the event of the failure of said Declarants to appoint such committee, or its failure to function, then by a committee elected by the owners of a majority of lots in said subdivision provided, however, that in the event such committee is not in existence or fails to approve or disapprove such design or location, within thirty (30) days after submission to it of such design or location, then such approval shall not be required, provided that the design or location on the lot conform to and are in harmony with existing structures in the tract. In any case either with or without the approval of the committee, the buildings erected or moved upon any lot in said tract shall be subject to all of the covenants and restrictions herein provided for.

-13-

FORMATION OF ASSOCIATION POWERS

All of the powers and duties herein conferred and imposed upon said **THE STONECREST CORPORATION**, a corporation, with respect to the selection and expenditure of funds, and the appointment of a committee to approve plans, shall plan to and be conferred and imposed upon such association or corporation as may be hereafter formed with authority to assume such powers and duties by Agreement of the owners of two thirds (2/3rds) of the area contained in said tract.

97591-11-6 June 30, 1949

Said powers and duties shall pass to such association or corporation immediately upon its formation and said **THE STONECREST CORPORATION**, a corporation, or its successors, or assigns will forthwith pay over to such corporation, all funds held by it hereunder. Such association or corporation shall in turn assume all un-discharged debts and obligations incurred by said **THE STONECREST CORPORATION**, a corporation, for purposes specified in Paragraph 1 above.

-14-

CONSENT BY PURCHASERS

All purchasers of property shown on said map by the acceptance of deeds thereafter, whether from **THE STONECREST CORPORATION**, a corporation, or subsequent owners of such property or the signing of contracts or agreements to purchase the same, shall thereby and by said act assent and agree to all of the provisions and covenants of Declaration and agree to be bound by and keep and perform the same, and shall be personally obligated to pay the charges or assessments hereinbefore provided for, and shall thereby consent to the formation of the association mentioned in Paragraph 13 hereof, and shall thereby agree to be and remain members of such association so long as they shall hold an interest as aforesaid in any lot or portions thereof shown on said map.

-15-

No residential structure shall be erected or placed on any building plot which plot has an area of less than 5,000 square feet or a width less than 50 feet at the front set-back line, except that a residence may be erected on any original lot as shown on the recorded plot.

97591-11-7 June 30, 1949

IN THE WITNESS THEREOF, we have hereunto set our hands this 10th day of June, 1949.

THE STONECREST CORPORATION

By: H. Stoneson
Vice President

By: G. H. Stewart
Secretary

The undersigned who have no interest in the real property affected by the foregoing declaration, does herewith consent and agree to each of the covenants and restrictions on said Declaration contained, and does agree that said real property and its interest therein shall be subject to each of said covenants and restrictions.

THE SAN FRANCISCO BANK
a corporation

By: Carl Rainier
President

By: G. Armarani
Assistant Secretary

STATE OF CALIFORNIA

County of: San Mateo

On the 29th day of June, in the year one thousand nine hundred and Forty-Nine, As sworn Before me Grace B. Leonard, a Notary Public in and for The County of San Mateo State of California, Residing therein, duly appointed and sworn, personally appeared

H. Stoneson and G. H. Stewart
To me to be the Vice-President & Secretary
of the corporation described and executed the within instrument, and also 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 same.

IN WITNESS THEREOF I have herewith set my hand and affixed my official seal in the County of San Mateo, this day and year in this certificate first above written.

Grace B. Leonard
Notary Republic in and for the County of San Mateo, State of California
My Commission expires 5/3/53.

97591-11-8 June 30, 1949

AMENDED

**DECLARATION OF RESTRICTIONS, CONDITIONS, COVENANTS AND AGREEMENTS
AFFECTING REAL PROPERTY, SITUATED IN UNINCORPORATED TERRITORY IN THE
COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

Declaration made and dated the 10th day of June, 1949, by **THE STONECREST Corporation**:

WHEREAS, THE STONECREST CORPORATION, a corporation, is the owner of a tract of land in the County of San Mateo, State of California, which is more fully described as Tract No. 616, Broadmoor Village, Map No. 6, San Mateo County, California, which map was filed in the effects of the County Recorder of San Mateo County, State of California, on June 9, 1949, in Book 30 of Maps at pages 21 and 22.

WHEREAS, THE STONECREST CORPORATION, a corporation, is to subdivide and sell the property in said tract of land which it desires to subject to certain conditions, restrictions, covenants, and agreements, between itself and the purchaser, of said property as hereafter set forth pursuant to a general plan or scheme of improvement.

WHEREAS, THE STONECREST CORPORATION, a corporation, declares the property in said tract of land is held and shall be sold, conveyed, leased, occupied and hypothecated subject to the following restrictions, conditions, covenants, and agreements between itself and the purchasers of said property and their heirs, successors and assigns as hereinafter set forth.

-1-

All of the restrictions, conditions, covenants, and agreements set forth in this declaration shall affect all and each of the lots of any portion thereof, except as otherwise provided and shall run with and shall be binding on all of the parties owning said land or any part thereof and all persons claiming under them until January 1, 1975, at which time said covenants shall be automatically extended successive periods of ten years unless by a vote of the majority of the then owners of lots it is agreed to change the said covenants in whole or in part. Any and all of the terms of this declaration may be amended, supplemented and or abrogated rescinded at any time prior to July 1st, 1951, by the declarant, **THE STONECREST CORPORATION**, by an instrument in writing adequate and sufficient for such purposes, duly

Rcvd, Read & Understood by BUYER(S) :

X _____ Date: _____
X _____ Date: _____
X _____ Date: _____

97591-11-1 June 30, 1949

executed and acknowledged by such declarant and recorded in the office of the Recorder of the County of San Mateo.

-2-

All lots in said tract of land shall be known and described as first residential lots. No structure or structures shall be erected, placed, or permitted on any lot or portion thereof other than one single family dwelling, not to exceed two stories in height with private garage for not more than three cars.

-3-

There shall never, at any time, be erected, permitted, maintained or carried on upon said property, any place for trade, craft, commercial or manufacturing enterprise, nor any noxious thing or noxious business, no trailer, basement, tent, shack, garage, barn, or other out building shall at any time be used as a residence temporary or permanently, nor shall any residence of a temporary character be permitted.

-4-

All dwellings constructed, placed or permitted on any lot in said tract or any portion on said property shall be of single family character and shall be constructed in accordance with the building codes of the County of San Mateo.

-5-

NOTE:

If this document contains any restriction based on race, color, religion, sex, disability, marital status, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void pursuant to subdivision (c) of §12956.1 of the Government Code.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC §3604(c).

-6-

No animals except usual household pets shall be permitted or maintained upon any lot in said tract of any portion thereof.

97591-11-2 June 30, 1949

-7-

The invalidity of any of the covenants and restrictions herein contained whether such invalidity be established by Judgment or Court Order or otherwise shall in no way affect any of the covenants or restrictions herein contained.

-8-

All purchasers of the property herein described by the acceptance of deeds thereafter, whether from **THE STONECREST CORPORATION**, or subsequent owners of such property or the signing of contracts or agreements to purchase the same shall thereby and by said act assent and agree to all of the provisions and covenants of this Declaration and Covenant and agree to be bound by and keep and perform the same.

-9-

None of the provisions of this Declaration and of these restrictions shall supersede or in any way reduce the security nor affect the validity of any mortgage or Deed of Trust covering said property or any portion thereof, but is distinctly understood and agreed that if any portion of said property is sold under a foreclosure of any mortgage or under the provisions of any Deed of Trust, any purchaser or purchasers under sales made by reason of a foreclosure of mortgages or by reason of the failure to pay debts due under deeds of trust shall hold any and all property so purchased at said sales subject to all of the conditions of this Declaration.

-10-

PROVISION FOR UPKEEP

Each lot of said Tract shall be subject to an annual charge or assessment which will constitute a lien against such lot on the first day of July of each year, such charge shall be payable on the first day of July of each year. The lien hereby created shall be subordinate to the lien of any mortgage or Deed of Trust against such lot, existing prior to the time such lien attaches. The term "lot" as used with reference to said charge refers to an individual building lot sold or transferred by Declarants or their successors or assigns, pursuant to Declarants aforesaid intention and purpose to

97591-11-3 June 30, 1949

subdivide said tract, said charge shall be effective against each such lot, whether or not a building has been erected thereupon and regardless of the square foot area of each lot, however that no part of said tract of land shown on said Map used for streets, parks, new or hereafter opened, laid out or established upon space maintained for the general use of owners of property shown on said map or land taken or sold for public improvement or uses shall be subject to said charge, provided further that no part of the area in said tract owned by Declarants shall be subject to said charge, unless and until such part has been subdivided into individual building lots and sold except that any individual lot, the ownership of which Declarants or either of them shall retain, and upon which a dwelling house shall be erected, shall be subject to such charge upon the completion of such dwelling house. Any individual building lot sold for the first time as such by Declarants, their successors or assigns, shall become subject to a pro-rata proportion of said charge for the balance of the year in which such sale is made, proration to be computed from date of execution of the deed conveying such lot, such pro-rata charge shall, if not paid, be added to the annual charge accruing on the first day of the next succeeding year and shall constitute a lien against such lot as above provided, payment of the annual charge above provided for shall be made to **THE STONECREST CORPORATION**, a corporation, its successors or assigns, to be held and expended for the purposes hereinafter specified, and said **THE STONECREST CORPORATION**, a corporation, its successors or assigns, are authorized and empowered to take all necessary and proper steps to enforce collection of said charge. Every purchaser of a lot in said Tract shall by acceptance of a deed thereof, or by signing of a contract for the purchase thereof, becomes personally liable for the payment of said charge and shall by such act be deemed to have vested in said **THE STONECREST CORPORATION**, a corporation, its successors and assigns, power and authority to enforce collection of said charges and to enforce said liens.

97591-11-4 June 30, 1949

The funds collected by said **THE STONECREST CORPORATION**, a corporation, its successors or assigns, pursuant to the foregoing provisions shall be expended for the following purposes:

(a) Lighting and improving and maintaining gateways, fences and ornamental features, parks, rear driveway and easements and other open areas, maintained for the general use of owners of property shown on said map, including all trees, grass plots and planted area within the lines of such streets.

(b) Caring for vacant or unimproved lots, removing grass and weeds therefrom and any other things necessary or desirable to keep the property neat and in good order.

(c) Expense of any proceedings incident to the enforcement of the restrictions, conditions, covenants and agreements contained in this Declaration and to the collection of the charges or assessments provided for in this clause.

THE STONECREST CORPORATION, a corporation, agrees that the money so collected shall be applied to the purposes mentioned and they shall not be obligated to carry out any of said purposes except to the extent possible from the money so collected.

-11-

**VIOLATION OF RESTRICTIONS
RIGHT TO ENFORCE**

If the parties hereto or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, while said covenants and restrictions remain in effect, it shall be lawful for any person or persons owning any other lots in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants, restrictions and either to prevent him or them from so doing or to recover damages for such violation.

-12-

RESTRICTION OF FENCES

No fence or boundary wall situated anywhere upon any lot shall have a height greater than four (4) feet above the graded surface of the ground upon which such fence or wall is situated.

97591-11-5 June 30, 1949

No fence shall be constructed on said property until its design and plans of same has been approved by **THE STONECREST CORPORATION**, a corporation, and its written approval obtained thereon.

-12A-

APPROVAL OF PLANS

No building shall be erected on any lot or moved onto any lot until the design and location thereof have been approved in writing by **THE STONECREST CORPORATION**, a corporation, or by a committee appointed by the Declarants, their successors or assigns, but in the event of the failure of said Declarants to appoint such committee, or its failure to function, then by a committee elected by the owners of a majority of lots in said subdivision provided, however, that in the event such committee is not in existence or fails to approve or disapprove such design or location, within thirty (30) days after submission to it of such design or location, then such approval shall not be required, provided that the design or location on the lot conform to and are in harmony with existing structures in the tract. In any case either with or without the approval of the committee, the buildings erected or moved upon any lot in said tract shall be subject to all of the covenants and restrictions herein provided for.

-13-

FORMATION OF ASSOCIATION POWERS

All of the powers and duties herein conferred and imposed upon said **THE STONECREST CORPORATION**, a corporation, with respect to the selection and expenditure of funds, and the appointment of a committee to approve plans, shall plan to and be conferred and imposed upon such association or corporation as may be hereafter formed with authority to assume such powers and duties by Agreement of the owners of two thirds (2/3rds) of the area contained in said tract.

Said powers and duties shall pass to such association or corporation immediately upon its formation and said **THE STONECREST CORPORATION**, a corporation, or its successors, or assigns will forthwith pay over to such corporation, all funds held by it hereunder.

97591-11-6 June 30, 1949

Such association or corporation shall in turn assume all un-discharged debts and obligations incurred by said **THE STONECREST CORPORATION**, a corporation, for purposes specified in Paragraph 1 above.

-14-

CONSENT BY PURCHASERS

All purchasers of property shown on said map by the acceptance of deeds thereafter, whether from **THE STONECREST CORPORATION**, a corporation, or subsequent owners of such property or the signing of contracts or agreements to purchase the same, shall thereby and by said act assent and agree to all of the provisions and covenants of Declaration and agree to be bound by and keep and perform the same, and shall be personally obligated to pay the charges or assessments herein before provided for, and shall thereby consent to the formation of the association mentioned in Paragraph 13 hereof, and shall thereby agree to be and remain members of such association so long as they shall hold an interest as aforesaid in any lot or portions thereof shown on said map.

-15-

No residential structure shall be erected or placed on any building plot which plot has an area of less than 5,000 square feet or a width less than 50 feet at the front set-back line, except that a residence may be erected on any original lot as shown on the recorded plot.

IN THE WITNESS THEREOF, we have hereunto set our hands this 10th day of June, 1949.

THE STONECREST CORPORATION

By: H. Stoneson
Vice President

By: G. H. Stewart
Secretary

97591-11-7 June 30, 1949

The undersigned who have no interest in the real property affected by the foregoing declaration, does herewith consent and agree to each of the covenants and restrictions on said Declaration contained, and does agree that said real property and its interest therein shall be subject to each of said covenants and restrictions.

THE SAN FRANCISCO BANK
a corporation

By: Carl Rainier
President

By: G. Amaran
Assistant Secretary

STATE OF CALIFORNIA

County of: San Mateo

On the 29th day of June, in the year one thousand nine hundred and Forty-Nine, As sworn
Before me Grace B. Leonard, a Notary Public in and for
The County of San Mateo State of California,
Residing therein, duly appointed and sworn, personally appeared
H. Stoneson and G. H. Stewart

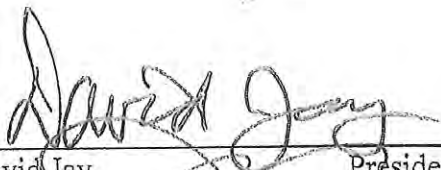
To me to be the Vice-President & Secretary
of the corporation described and executed the within instrument, and also known to me
to be the persons who executed the within instrument on behalf of the corporation
therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS THEREOF I have herewith set my hand and affixed my official seal in
the County of San Mateo, this day and year in this
certificate first above written.

Grace B. Leonard
Notary Republic in and for the County of San Mateo, State of California
My Commission expires 5/3/53.

97591-11-8 June 30, 1949

To this **AMENDED** DECLARATION OF RESTRICTIONS, CONDITIONS, COVENANTS AND AGREEMENTS IN WITNESS THEREOF we have hereunto subscribed our hands on this 16th day of June, 2016.



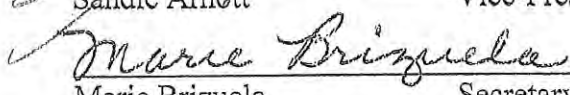
David Jay President

1751 Sweetwood Dr.
Broadmoor Vlg, CA 94015



Sandie Arnott Vice-President

708 Maddux Dr
Broadmoor Vlg, CA 94015



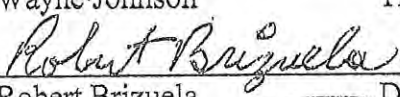
Marie Brizuela Secretary

911 Wildwood Ave.
Broadmoor Vlg, CA 94015



Wayne Johnson Treasurer

1030 Gilman Dr.
Broadmoor Vlg, CA 94015



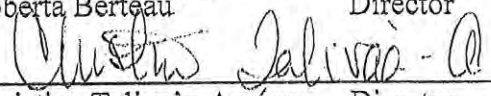
Robert Brizuela Director

911 Wildwood Ave.
Broadmoor Vlg, CA 94015



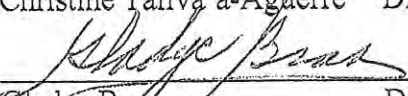
Roberta Berteau Director

1112 Nimitz Dr. CA 94015
Broadmoor Vlg, CA 94015



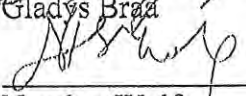
Christine Taliva'a-Aguerre Director

1156 Nimitz Dr.
Broadmoor Vlg, CA 94015



Gladys Braa Director

7 Wildwood Ct.
Broadmoor Vlg, CA 94015



Noralyn Wolf Director

741 Stewart Ave.
Broadmoor Vlg, CA 94015

97591-11-9 June 30, 1949

RCVD & READ BY BUYER(S):

X	_____	Date: _____
X	_____	Date: _____
X	_____	Date: _____
X	_____	Date: _____

**Broadmoor Property Owners Association
Amended By-Laws April 21, 2016**

ARTICLE I

Membership and Dues

A building site for the purposes of the Articles of Incorporation and these By-Laws, shall be either a lot as shown on any of the maps described in paragraph 1 of Article VI of the Articles of Incorporation or to be shown pursuant to paragraph 2 of Article VI of the Articles of Incorporation, or any subdivision or combination of any such lot permitted by the restrictions applicable thereto and thereby allowed to be used as a site for a dwelling house.

Membership and dues shall be as prescribed in paragraphs 1, 2, 3 and 4 of the Articles of Incorporation.

ARTICLE II

Corporate Powers

The Corporate powers of this Corporation shall be vested in a nine (9) member Board of Directors, who shall be members, in good standing, of this Corporation and that five (5) members of the Board of Directors shall constitute a quorum for the transaction of business.

ARTICLE III

Election and Removal of Directors

Section 1 - Term of Office

The term of office for the Board of Directors shall be for three (3) years, beginning July 1st through June 30th of the third year in office, at which time the position is considered vacant, unless resignation, removal or recall causes a shorter term of office.

Each year three (3) alternating Director Positions will terminate and an election will be held to fill those three (3) positions. Board Members who are appointed to fill an unexpired term must stand for election at the succeeding annual membership meeting to remain in the position.

Section 2 – Election

Each year at the Annual Meeting of the general membership an election shall be held to fill three alternating vacant Director Positions. The Directors shall be elected by secret ballot by majority vote of those members attending in good standing and paid current in all assessments and dues.

Directors appointed by the Board to a vacancy during the previous year shall stand for election to fill the unexpired term by the general membership in the same manner as the alternating vacant Director positions.

Section 3 – Nominations

Candidates for the Board of Directors shall be nominated and seconded by members in good standing who are paid current on all assessments and dues.

Section 4 -Voting

Only general members attending the Annual Meeting, who are paid current on all assessments and dues, are eligible to vote at the general membership meetings. No proxy voting shall be permitted.

Section 5 - Removal of Directors

Any member or members of the Board of Directors of this Association may be recalled from office upon filing with the Secretary of the Association a recall petition containing the signatures of 30% of the Association members current and in good standing of record with the Secretary as of the date of the filing of such petition. Upon the filing with the Secretary of such petition, the Secretary shall set the date within thirty (30) days of receipt of said petition for a special or part of an adjourned regular general membership meeting of the Association at which the subject of such recall shall be openly discussed. On the date of the meeting, a date for the recall election shall be set by the Board of Directors which date shall be not less than fifteen (15) days or more than thirty (30) days from the date of such meeting. The Secretary shall thereupon mail out written notice to all members of the Association informing of the nature of petition charges and response, if any, by Directors charged for recall and of date of recall election, time and place for voting of members. On the date set for the election the recall ballots shall be counted by a committee composed of one-half (1/2) of the Directors and one-half (1/2) elected from the general membership at the general membership recall meeting. If a majority of the eligible attending members of the Association vote Yes for the recall of the Board Member or Board Members, said Board Member or Board Members shall be recalled and their office immediately vacated. General membership election shall occur within thirty (30) days of the recall election to elect Board Members to fill the unexpired terms of the vacancies on the Board if one-third (1/3) or more of the total Board of Directors are recalled. If less than one-third (1/3) of the total Board of Directors are recalled, the

Board of Directors shall appoint the successors who shall fill the unexpired term of the vacancies.

ARTICLE IV

Vacancies

All vacancies on the Board of Directors, except where one-third (1/3) or more of the Board is recalled, shall be appointed by the President of the Board of Directors, and be approved by a majority of the Board of Directors. Such appointees shall hold office until the next Annual Meeting of the general membership, at which time an election shall be held to fill the unexpired term of the position by the majority vote of the members present.

ARTICLE V

Power of Directors

The Directors shall have power:

1. To call, by majority vote of those voting when a quorum is present, a special meeting of the general membership whenever they deem it necessary.
2. To call a special Board of Directors meeting by four (4) Directors concurring and, notifying all Directors by telephone, mail or personally at least twenty-four (24) hours before the meeting of the specific purpose and agenda items, time and place of the Board Meeting.
3. To appoint and remove at pleasure all agents and employees of the Association, prescribe their duties, fix their compensation. And when, deemed necessary, require from them security for faithful service.
4. Conduct, manage and control the affairs and business of the Association, and to make rules and regulations within the laws of the State of California, the Articles of Incorporation and By-Laws of the Corporation.

The Directors may:

1. Exercise the powers accruing under subparagraph No. 2(a) of Article II of the Articles of Incorporation on approval of three-fourths (3/4) vote of the Board and sixty percent (60%) vote of consent of the general membership present at any special or general meeting.

2. The Board may incur indebtedness to carry on the usual affairs of the Corporation by a majority vote of the Board without general membership consent.

ARTICLE VI

Duties of the Directors

It shall be the duties of the Directors:

1. To keep a complete record of all Minutes of Association meetings and acts of proceedings of the members, and present a full statement at the Annual Meeting of the members, showing in detail the assets and liabilities of the Corporation, and generally the condition of affairs.
2. Upon written request of sixty (60) members in good standing of the Association, the Board of Directors shall be required to present a complete record of the financial transactions and statements at the next regular Board meeting provided that such advance notices are given to the Board of Directors at least ten (10) days prior to such Board meeting. Such written notices should be delivered to the President, Secretary and the Treasurer.
3. To exercise the powers and perform the duties conferred upon the Association by those certain Declarations mentioned in the Articles of Incorporation.
4. To appoint two (2) members at large and one (1) Board Member to serve on the Annual Audit Committee to meet prior to the Annual Meeting to audit the Treasurer's Reports.
5. To perform those activities with the non-profit corporation laws and purposes, therefore, of the State of California which are deemed by majority vote of the Board of Directors in the general welfare and interests of the general membership.
6. A Board Member having three (3) or more consecutive, unexcused, absences may be removed from the Board.

ARTICLE VII

Officers

The officers shall be a President, Vice-President, Secretary and Treasurer and shall be nominated and elected by the members of the Board of Directors of the Association. No person, however, shall be elected as an officer of the Association unless first elected as a Director of the Association. Nominations require a second and shall occur within thirty

(30) days after the general membership has elected the Director vacancies at the Annual Meeting. No Director appointed by the Board to fill a vacancy shall serve as an Officer until elected by the general membership at the Annual Meeting.

No two (2) members of an immediate family shall serve as officers during the same time.

ARTICLE VIII

Duties of the Officers

Section 1 - President:

1. Preside over all meetings of the Board of Directors and the membership.
2. Sign as President all contracts and other instruments, in writing, which shall be first approved by the Board of Directors.
3. Have such powers as may be conferred by the Board of Directors, Articles of Incorporation and By-Laws.

Section 2 – Vice President

1. Assist the President when needed.
2. Assume all duties and responsibilities in the absence of the President.

Section 3 – Secretary

1. Keep a record of the proceedings of the Board of Directors and of the members.
2. Keep the Corporate Seal of the Association and affix said Corporate Seal to all papers requiring a seal.
3. Serve all notices required, either by law or the By-Laws of the Association, and in case of the Secretary's absence, inability, refusal or neglect to do so, such notices may be served by person directed by the President.
4. Keep proper books showing the legal ownership of each piece of real property upon a membership is entitled to vote.

Section 4 – Treasurer

1. Receive and deposit in such bank or banks, as the Board of Directors, shall direct, all the funds of the Association, subject to the check of such officers as the Board of Directors shall designate.
2. Shall pay authorized bills.
3. Shall at each monthly meeting present a written financial report of all receipts and all expenditures which will be itemized and categorized.
4. At the Annual Meeting shall offer all physical documents and financial records to the Board of Directors.
5. Shall cooperate fully with any and all audit committees approved by the Board of Directors.
6. Shall not serve more than three (3) consecutive years.

ARTICLE IX

Transfer of Membership

Membership in the Association shall be transferred by the transfer of the record of legal title to all of the member's building sites or by the sale on a tract or purchase, assignment, or sub-contract as set forth in paragraph three (3) of Article VI of the Articles of Incorporation, of all or part of the member's building sites. Upon satisfactory evidence of such transfer or by written notification to the Secretary of such sale or contract of purchase, assignment, or sub-contract as provided in paragraph three (3) of Article VI of the Articles of Incorporation, and to the satisfaction of the Secretary, the membership of the transferor shall be marked canceled on the books of the Association as to the building site transferred. Each building site may constitute a new membership if transferred to another party of record except only one (1) membership exists with one (1) party, that party is entitled to as many votes as ownership of lots provide.

ARTICLE X

Meetings

Section 1 – Annual, General Membership Meetings

1. The Annual Meeting of the members shall be held in the County of San Mateo on the 3rd Thursday in June of each year, and shall be called by the Board of Directors and notice thereof, in writing, shall be mailed to the members at the last

- known address, at least ten (10) days proceeding the date of the meeting and postage thereon must be prepaid
2. At the Annual Meeting of the members, Directors shall be elected as stated in the By-Laws. If, however, for lack of a quorum or other cause, a members meeting shall not be held on the day above named, or should the members fail to complete their elections, or such other business as may be presented for their consideration, those present may adjourn from day to day until the same shall be completed or adjourn to the next regular meeting and appropriate notice be sent to all members.
 3. Special meetings of the general membership may only be called by the Board of Directors, or petitioned by ten percent (10%) of the general membership in good standing and shall be held after ten (10) days prior written notice mailed or personally delivered at least ten (10) days before the meeting to all members and failure to receive mutual notice shall not invalidate said meeting. At any special meeting called by the Board of Directors or any petition of ten percent (10%) of the membership only those matters shall be voted upon as shall have been stated in the notices of the calling of such meeting. Such other matters may be discussed upon motion and second but no vote shall be taken on any such unnoticed matters until a later adjourned or noticed meeting for which such unnoticed matters are included in the written notice.
 4. That a total of fifteen (15) voting members, which includes the Board of Directors, must be present to establish a quorum at an Annual or Special Meeting.
 5. Regular meetings of the Board of Directors shall be held on the third Thursday of each month, at the Community Center at 7:00 p.m., provided that the Board of Directors, may change by resolution, the day and place of holding the regular meeting. Notice must be posted at the Community Center three (3) days in advance.
 6. There must be 5 members of the Board of Directors present at any meeting to constitute a quorum.
 7. All meetings shall be conducted according to Roberts Rules of Order.
 8. Notice specified in the Article for Members need be given only to members appearing as such on the books of the Association.

ARTICLE XI

Political Endorsement

This Association shall not endorse any political candidate or political party.

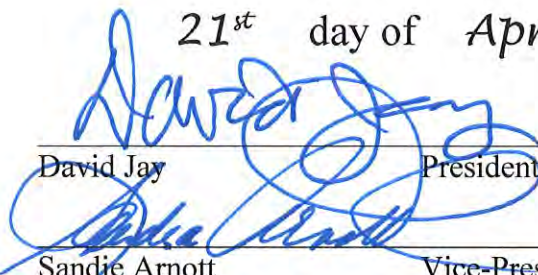
ARTICLE XII

Seal

The Corporation shall have a common seal, consisting of a circle, having conveniently arranged on said seal the words, "**BROADMOOR PROPERTY OWNERS ASSOCIATION, SAN MATEO COUNTY, CALIFORNIA, INCORPORATED.**"

IN WITNESS THEREOF we have hereunto subscribed our hands this

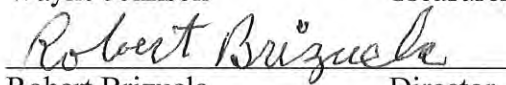
21st day of April, 2016

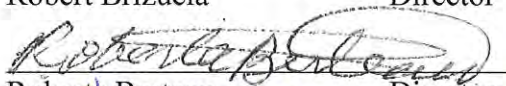

David Jay President

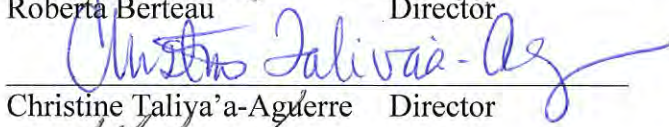

Sandie Arnott Vice-President


Marie Brizuela Secretary

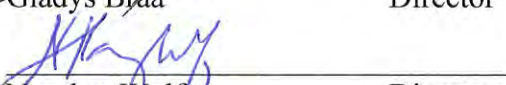

Wayne Johnson Treasurer


Robert Brizuela Director


Roberta Berteau Director


Christine Taliya'a-Aguerre Director


Gladys Braa Director


Noralyn Wolf Director

1751 Sweetwood Dr.
Broadmoor Vlg, CA 94015

708 Maddux Dr
Broadmoor Vlg, CA 94015

911 Wildwood Ave.
Broadmoor Vlg, CA 94015

1030 Gilman Dr.
Broadmoor Vlg, CA 94015

911 Wildwood Ave.
Broadmoor Vlg, CA 94015

1112 Nimitz Dr. CA 94015
Broadmoor Vlg, CA 94015

1156 Nimitz Dr.
Broadmoor Vlg, CA 94015

7 Wildwood Ct.
Broadmoor Vlg, CA 94015

741 Stewart Ave.
Broadmoor Vlg, CA 94015