

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TAORMINA THEOSOPHICAL COMMUNITY, INC. (1977)**

TAORMINA THEOSOPHICAL COMMUNITY, INC., a non-profit corporation, hereinafter referred to as TAORMINA, the owner of real property described as:

Lots 1 through 57 Inclusive of Tracts 1956-1, 1956-2 and 1956-3 as per maps recorded in Book 49, pages 19 to 21 inclusive; Book 53, page 19; and Book 5, page 25 1/2 and Tract 2446 lots 1 through 19 as per map recorded in Book 72, pages 64 & 65 of Maps in the office of the County Recorder of Ventura County, State of California and all located in the City of Ojai, and hereinafter referred to as "Lots" or "Residential Lots".

has been incorporated for the purpose of building and operating a residential community for members of the Theosophical Society in America who must be approved as to membership and adaptability to community living by the Taormina Board of Trustees. For the benefit of said property and the future Owners thereof, Taormina does intend to impose thereupon certain restrictions and operating procedures under the general plan of improvement. All the Covenants, shall be binding on all parties having or claiming, in any manner whatsoever, any right, title or interest in said property or any part thereof as a servitude in favor of each and every parcel as the dominant tenement or tenements as follows:

**PART I
USE RESTRICTIONS PERTAINING TO LOTS**

- 1) Lots 1 through 52 in Tracts 1956-1 and 1956-2 with the exception of Lot 47 shall be known as single family dwellings. Lots 54 through 57 in Tract 1956-3 and Lot 47 in Tract 1956-2 shall be known as Duplex Lots. Lots 1 through 19 in Tract 2445 shall also be known as single family dwellings. No structure shall be erected, altered, placed or permitted to remain on any single family residential lot other than one which is to be used as a single family dwelling. Each single family dwelling shall include a private attached carport and/or garage for not more than two cars. Said dwelling may be accompanied by such other outbuildings as are approved by the Taormina Board of Trustees and are incidental to the residential use of said lots. No dwelling, carport, garage, outbuilding or any other structure on any residential lot shall exceed two stories in height.
- 2) No dwelling or outbuilding shall be erected, placed or altered on any residential lot described herein until the building plans, specifications and plot plan showing the location of such building has been approved in writing as to conformity of exterior design with the existing structures in the Tracts and with the provisions listed below. Said approval must be done in writing by Taormina within thirty (30) days after said plan or alteration has been submitted to it:
 - a- No laundry lines, trash cans, garden equipment or any other type of working equipment shall be allowed to remain or to be exposed to view. Each home is provided with a fenced and enclosed yard for the storage of such items. Such fence is not mandatory if other enclosed area or storage area is available on the premises.
 - b- No outdoor barbeques shall be permitted in any area within the Taormina Theosophical Community.

- c- No boundary line fences may be constructed along property lines. Shrubbery “fences” may be used, however. “Invisible” wire fences within property lines for the control of pets are permitted.
 - d- Patio covers and/or awnings, to be constructed shall be in character with the architecture of Taormina homes and must be approved by the Taormina board. City approval is also necessary for such additions. Designs such as “egg-creating” and wooden slats are approved, if stained brown to match the color of the house trim. When a water proof covering is desired, it should be installed beneath the egg –creating, in consideration of neighbors who may look down on it from above, and for aesthetic appearance.
 - e- Exterior color of the stucco of the homes must be in sand color or off-white tones. The wood trim must be brown stain.
 - f- Screen doors applied awnings and other applied equipment must be in the sand or brown colors and approved by the Taormina Board of Trustees.
 - g- Each home must have a gas lamp, kept lighted, on a post at the curb, for the benefit of all residents of the community, and a mailbox of standard design already in use with existing homes.
 - h- Any other exterior lighting must have the approval of the Taormina Board of Trustees. This is to prevent outside lighting from disturbing neighbors in the community where homes are grouped so closely together.
 - i- Lot beautification and upkeep - for the benefit of all Taormina Residents. Upon purchase of a home in Taormina, the Owner assumes the responsibility of the upkeep of the yard in a neat and tidy manner at all times.
 - j- Road cleaning – Should there not be sufficient volunteer help from among the Home Owners to keep Taormina Lane cleaned, a minimum monthly charge will be leveled against each Owner in order to have this work done.
- 3) The construction of any building or structure shall be prosecuted with reasonable diligence from the time of commencement and be completed within seven (7) months. Buildings, fences, wall or other structure approved by the Taormina Board of Trustees and placed on any part of said property, shall be constructed from new material unless the use of other material therefore shall have received approval of the Taormina Board of Trustees.
 - 4) All utilities shall be underground except that Taormina may bring feeding lines or wires up to the property provided that Taormina deems such wires and poles shall not be detrimental to said property.
 - 5) The approval of the Taormina Board of Trustees for use on any building site of any plans or specifications submitted for approval as herein specified, shall not be deemed a waiver by Taormina Board of Trustees of its right to object to any of the features or elements embodied in such plans and specifications submitted for approval as herein provided, for the use on other building sites.
 - 6) All buildings, erected or constructed on any lot shall conform to the City ordinances pertaining thereto.
 - 7) No noxious or offensive trade or activity shall be carried on upon any lot described herein, nor shall

anything be done thereon which may be or become an annoyance to the neighborhood, as determined by the City of Ojai and/or the Taormina Board of Trustees.

- 8) No trailer, camping unit, truck, boat or recreational vehicle may at any time be parked on Taormina Lane or in a driveway, intermittently or otherwise for a period of time exceeding three (3) days. And no such vehicle shall at any time be used as a residence, temporarily or permanently.
- 9) No derrick or other structure designed for use in boring, mining or quarrying for oil or natural gas or precious minerals, shall be erected, maintained or permitted on any lot in said tracts, provided that nothing in this declaration shall be construed to restrict Taormina from erecting, maintaining and operating upon any lot owned by it in said tracts, a well housing and equipment for the purpose of extracting water from the subsurface and/or for the treatment, storage and distribution of water through the system erected within the tracts.
- 10) No sign, billboard or other advertising device of any character, except with the approval of the Taormina Board of Trustees, shall be erected or maintained upon any part of said tracts or on any lot therein.
- 11) Easements for the installation and maintenance of utilities, sewer pipelines and facilities and drainage facilities over each of said lots, and all pipelines and other facilities located and to be located in said easements, are reserved as shown on the recorded map. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction in the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.
- 12) The covenants of this PART I are to run with the land and shall be binding on all parties and persons claiming under them unless by vote of three fourths (3/4) majority of the then Owners of the lots, it is agreed to change covenants in whole or in part. Each household is entitled to one (1) vote only, and Taormina by virtue of its ownership of land shall have one vote only.

This section was removed in 1983 by the Court of Appeals Second Appellate District, Division Three (CA)

PART II

OWNERSHIP REQUIREMENTS

- 1) Only members of the Theosophical Society in America, who have been members of the Society for three years, or in exceptional cases, who have been members for less than three years, but who in either event have been approved by the Taormina Board of Trustees by a 2/3 majority of said Board as to membership and adaptability to community living, and who have reached the age of 50, may purchase land within Tracts 1956-1, 1956-2, 1956-3 and 2446. There is no discriminatory Intent since the Inherent right of any -- American Citizen is preserved in the non-existence of any restriction of) Race, Creed, Sex or Color from membership qualifications in the Theosophical Society
- 2) No property purchased within Taormina shall be occupied, nor shall a purchaser allow occupancy of the residence by a single person who is not over the age of 50 years and who has not been a member of the Theosophical Society in America for three years or who has not been approved by a 2/3 majority of the Taormina Board of Trustees as to membership and adaptability to community living; or by two or

more persons who are not over the age of 50 years and one of whom has been a member of the Theosophical Society in America for three years, and who has in addition been approved by the Taormina

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Board of Trustees by a 2/3 majority as to membership and Adaptability to community living.

3) Should a person or entity become Owner or Beneficial Owner to property in said Tract who is not a member of the Theosophical Society, nor approved by the Taormina Board of Trustees, the terms and conditions of the within Covenants, Conditions and Restrictions shall be adhered to, and the equity or income from the final disposition of the property shall become the property of the Owners in interest.

4) No Owner shall permit a minor under the age of eighteen (18) years to occupy Owner's unit for an aggregate period in excess of 60 days in any calendar year, unless by the approval of a 2/3 majority of the Taormina Board of Trustees. No Owner shall sign, lease, sublease or in any fashion whatsoever, transfer other than sale, all or any part of Owner's interest therein unless the leasee, assignee or sublessee meets the requirements of the within Covenants, Conditions and Restrictions or unless such a person or persons shall have the approval of a 2/3 majority of the Taormina Board of Trustees.

5) In the event any property in Taormina should be offered for sale, Taormina shall have the Right of First Refusal as has been negotiated between the parties or to which the property is subject by virtue of its recordation within the County of Ventura.

6) In the event the property is sold to a Buyer obtained through the efforts of Taormina, a Finder's Fee of \$750 shall accrue to Taormina.

PART III RIGHT TO USE PRIVATE STREETS AND THEIR MAINTENANCE

- 1) The streets within the Tracts and that providing ingress and egress thereto are to remain private.
- 2) Every person or entity who is a recorded Owner of a fee or undivided fee interest in any lot in Tracts 1956-1, 1956-2, 1956-3 and Tract 2446, a qualified occupant or anyone conducting business on the premises, shall have the right and easement of the use of 'all roads so specifically designated on the recorded plat thereof, and such easements shall be appurtenant to and shall pass with the title to every assessed lot.
- 3) Since Taormina is responsible for repairs to Taormina Lane, a monthly assessment shall be paid by every property owner. The amount of such assessment shall be set by the Taormina Board of Trustees after a public hearing of the Taormina Property Owners has been held to discuss said assessments.

PART IV ASSESSMENTS

In addition to the Road Assessment under PART III, Paragraph 3, each Owner shall pay:

- 1) A monthly water assessment prorated by the Taormina Board of Trustees from the bi-monthly bill received from the Casitas Municipal Water District (CMWD) rendered to Taormina from its reading of Taormina's common meter.

- 2) Such other sums as set by the Taormina Board of Trustees to provide funds for such things as: trash collection, insurance, office expenses, street cleaning other than maintenance, weed cutting and other expenses incidental to running a private community.

Such monthly charges shall be paid bi-monthly or as agreed upon by the Taormina Board of Trustees from time to time and as the need occurs.

It is the responsibility of the Taormina Board of Trustees to keep these assessments at the very minimum to provide necessary and adequate maintenance of the facilities shared by every property Owner in Taormina, and as required by the City of Ojai, and in accord with Taormina's non-profit policy.

PART V GENERAL PROVISIONS

SECTION I - Enforcement Taormina Theosophical Community, Inc. shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants or reservations. Each Owner and/or Buyer of a house or lot in Taormina shall be required to sign a copy of the attached document stating that he (they) agrees to abide by the provisions set forth in these Covenants, Conditions and Restrictions as recorded for Tract 2446 along with any amendments. Failure to sign such an agreement automatically makes Owner ineligible to hold any office in Taormina. Violation of any of the Covenants, Conditions and Restrictions of this Declaration, by any Owner, his or their heirs, grantees, successors, assigns, executors or administrators shall give Taormina's Board of Trustees the right to bring legal action against Owner. In such event, the prevailing party shall be entitled to recover reasonable attorney's fees fixed by the court. Failure by the Taormina Board of Trustees to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SAMPLE AGREEMENT:

I (We) the undersigned, do hereby affirm that I (We) have read the Covenants, Conditions and Restrictions of the Taormina Theosophical Community, Inc. and agree to abide by and fulfill all the conditions of said Document and of all subsequent rules at time of their adoption.

Signed: _____

Date: _____

SECTION 2 - Severability - Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 3 - Term - The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the properties, and shall inure to the benefit of and be enforceable by Taormina, its respective legal representatives, successors and assigns, until January 1, 1988, after which time said Declaration shall be automatically extended for successive periods of ten (10) years.

SECTION 4 - Interpretation - The Article and Section headlines herein have been Inserted for convenience only, and shall not be considered or referred to In resolving questions of interpretation or construction.

SECTION 5 - Amendments - Prior to the expiration of the original term of this Declaration, amendments thereto may be made, in whole or in part, by any affirmative vote of not less than seventy-five (75) percent of the then Owners of all Lots, and further, this amendment provision shall not be amended to allow amendments by vote of less than seventy-five (75) percent of the Owners.

SECTION 6 - Mortgage Protection Clause - No breach of the Covenants, Conditions and Restrictions contained in this Declaration shall defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value, but all of said covenants and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or Trustee's sale or otherwise.

Transcribed: JL/6-02