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OFFICE OF THE COUNTY CLERK  
SALINAS, CALIFORNIA

CARMEL VALLEY GOLF AND COUNTRY CLUB SUBDIVISION

DECLARATION OF PROTECTIVE RESTRICTIONS

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PREAMBLE

WHEREAS, that certain document entitled "Declara-  
tion of Protective Restrictions" affecting property of Green  
Meadows, Inc., a California corporation, dated February 21,  
1964, executed by Green Meadows, Inc., a California corpora-  
tion, referred to as "Declarant" was recorded February  
1964, in Reel 288, Page 134 of Official Records, Monterey  
County, California (hereinafter "said restrictions"), affect-  
ing all of the real property described in Exhibit "A" at-  
tached thereto and made a part of said document, and

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WHEREAS, the undersigned constitute the owners of 50%  
or more of the lots covered by said restrictions; and

WHEREAS, the portion of said restrictions entitled "Gen-  
eral Provisions and Enforcement", Paragraph 1 of said re-  
strictions provides that said restrictions may be in whole,  
or part changed by an instrument signed by the owners of

50% or more of the then owners of the lots covered by said restrictions; and

WHEREAS, the undersigned desire to change said restrictions;

NOW, THEREFORE, the undersigned do hereby change, modify, supplement said restrictions which shall hereafter read as follows:

ARTICLE I

PROPERTY SUBJECT TO DECLARATION

Section 1. The real property subject to this Declaration which is hereinafter referred to as "said property" or "subdivision property" situated in Monterey County, California, and is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

ARTICLE II

DEFINITIONS

Certain terms as used in this Declaration, the deeds conveying lots and maps filed for record pertaining to this real estate development shall be defined as follows unless the context clearly indicates a different meaning therefore:

1. Declaration. This Declaration, as the same may be amended, changed or modified from time to time as provided herein.

2. Association. CARMEL VALLEY GOLF AND COUNTRY CLUB HOMEOWNERS' ASSOCIATION, an incorporated Association and its successors.

3. Board. Board of Directors of CARMEL VALLEY GOLF AND

COUNTRY CLUB HOMEOWNERS' ASSOCIATION as that Board shall be defined and constituted by the bylaws of that Association.

4. Lot. The elements of the real estate development which are designated as lots on the subdivision map of the subject property.

5. Unit. Unit shall mean and refer to any one family residential dwelling located on the lot and designed for occupation by not more than one family.

6. Owner. The record owner of any lot or lots as shown on the records of the County Recorder of the County of Monterey, California, but excluding those holding such title merely as security for the performance of an obligation.

7. Recorded, Recording and/of Record. Recorded, Recording, and/of Record, in the office of the County Recorder of Monterey County.

8. Subdivision. The entire real property above described, including all structures and improvements erected or to be erected thereon.

### ARTICLE III

#### RESTRICTIONS ON THE USE, OCCUPANCY, LEASE AND TRANSFER OF PROPERTY

##### Section 1. Uses of Property.

1. Residential Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, remodeled, or permitted to remain on any lot other than 1 detached single family dwelling unit



not to exceed one story in height, at least a two car enclosed garage, and other customary and usual out buildings purely incidental to a dwelling house. The Architectural Committee may vary the requirement of this paragraph that a building not exceed one story in height by approving a construction plan for such building, submitted in accordance with Article IV, Section 1, of this Declaration.

2. Compliance with Master Plan. No use shall be made of any lot which use is contrary to that certain master plan for the development of property described in Exhibit A, approved by the Monterey County Planning Commission in Resolution 4864, dated October 30, 1962, as modified subsequently nor shall any use be made of any lot which shall be contradictory to any conditions placed upon the approval of said master plan by said Planning Commission.

3. Lot Size. No more than one single family dwelling unit shall be constructed on each lot and no lot subject to this Declaration shall be subdivided, partitioned, or in any other manner split up into lots of smaller sizes.

4. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to any neighbor, including the burning of garbage or rubbish in fireplaces.

5. Rubbish or Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of said property and no odor shall be permitted to rise therefrom

from which is or may become detrimental to any of the property in the vicinity thereof and the occupants thereof.

6. Signs. No signs, or other advertising device, or any character shall be erected, posted, displayed, or permitted upon or about any part of said real property without the written permission of the board and/or the Architectural Committee and said Board and/or the Architectural Committee shall have the right in its uncontrolled discretion, to prohibit or restrict and to control the size, construction, material, and location of all signs and advertising devices, and may summarily remove and destroy all unauthorized signs and other advertising devices.

7. Garbage and Refuse Disposal. All garbage cans, rubbish bins and similar refuse container shall be covered, and shall be stored in the garage of a unit, or in a similar permanent enclosure which screens such container from public view. All trash, garbage, or other waste shall be kept in sanitary containers. Such containers shall be permitted on the curb only on pick up days and shall not be permitted to remain on the curb for more than twenty-four hours. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

8. Livestock and Poultry. The raising and/or keeping of cattle, sheep, pigs, goats, hogs, poultry and other animals, either in the singular or plural number, for pleasure

or commercial gain upon any part of the property subject to this Declaration is prohibited.

10. Household Pets. Dogs, cats, and other household pets may be kept upon the owners' property provided they do not become a nuisance to other owners nor can they be raised for commercial gain upon any property subject to this Declaration.

When off the owners' property, all dogs must be on a leash.

All pet owners should provide areas on their own lots where their animals may perform their defecatory functions. However, in the event an animal should have an accident while off the property, the owner shall be responsible for the pick up, removal and disposal of the mess on their own property.

11. Human Habitation. No boat, trailer, camper, mobile-home, motorhome, tent, shack, garage, barn, or other outbuildings other than approved guest houses and servants quarters erected on building site covered by this Declaration shall at any time be used for human habitation. This restriction exempts trailers, campers and motor homes for a period of no more than 72 hours.

12. Trailers, Boats, and Automobile Storage. The keeping of a boat, mobilehome, motorhome, camper, or trailer, either with or without wheels on any parcel of property covered by this Declaration is prohibited unless the same be completely within



a structure which has been architecturally approved pursuant to the provision of this Declaration, or unless prior approval for the maintenance or storing of such boat, mobilehome, motorhome, camper or trailer is first given in writing by the Association. No boats, trailers, mobilehome, motorhome, camper, trailer, or automobiles being repaired shall be stored or placed permanently or temporarily between the front of any house and the street or within forty (40) feet of the sideline of any street.

12. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently; provided, however, that temporary buildings for use and used only for purposes incidental to the initial construction of improvements and dwellings on any portion of the subject property may be erected, maintained and used, provided that said temporary building shall be properly removed upon the completion of such construction work and are not used for human habitation.

13. Buildings in Disrepair. All buildings or structures upon the property covered by this Declaration shall at all times be kept in good condition and repair and adequately painted. Should the Association determine that a building or structure has fallen into a state of disrepair, it shall notify the owner in writing of the deficiencies and request correction.

14. Vacant Lots. No vacant lot shall be permitted to grow up in unsightly weeds or underbrush. Should the Association determine that a yard, or dwelling is being permitted to become unsightly or hazardous, it shall notify the owner in writing of the deficiencies and request correction.

15. Landscaping. All landscaping of every kind and character, including shrubs, trees, grass, and other plantings shall be neatly trimmed, properly cultivated, and maintained continuously by the owner in a neat and orderly condition and in a manner to enhance its appearance.

16. Cutting of Trees. No trees located upon said premises hereinabove described shall be cut down or removed without the prior written consent of the Association which shall have the right to trim or cut any of said trees at any time at the owner's expense to the extent it deems necessary to prevent such trees from obstructing the view of other property or from constituting a safety or fire hazard.

17. Sidewalk Repairs and Maintenance. It is the responsibility of the owner of the property which the sidewalk fronts to keep it in good condition and repair and replace it when it is broken by roots, shrubs, heavy vehicles, etc.

18. Sightline Obstructions. No fence, wall, hedge, shrub, bush, tree, or other obstruction, shall be permitted at street corners or at a driveway entrance which shall obstruct the sight lines for the driver so as to constitute a safety hazard.

19. Open Condition Between Dwellings and Golf Courses. No fence of any kind, wall, hedge, bush, shrub, tree, or similar structure or obstruction shall be placed, erected, or maintain-



ed in the area between the front setback line and the street, or in the sideyard line between building walls, or in the area between the sideyard line and the street on a corner lot, or in the area between the rear wall of any dwelling house and the edge of the golf course unless approved by the Architectural Committee. The intention of this paragraph is that a generally open and unobstructed condition shall be maintained between the dwellings and the golf course, consistent with provisions for areas of privacy. If the proposed fence, wall, hedge, or planting shall be included in a construction plan submitted in accordance with Article IV, Section 1 of this Declaration, approval of said construction plan or failure to disapprove within thirty (30) days, as provided in Article IV, Section 22, of this Declaration shall constitute compliance with this paragraph. If the proposed fence, wall, hedge, or planting shall not have been included in a construction plan submitted to the Architectural Committee in accordance with Article IV, Section 1, of this Declaration, written approval must be obtained to erect or plan any fence, wall, hedge, or planting in the areas referred to in this paragraph. The Association reserves the right to enjoin violations of this paragraph and to remove any wall, fence, hedge, or planting, erected or planted without compliance with the provisions of this paragraph

20. Neighbors Responsibilities. No owner or occupant of any lot which is adjacent to a structural wall, or portion thereof, of a unit situated upon an adjoining lot shall affix an object, plant material, or device of any kind to such structural wall, or portion thereof, or paint or otherwise alter the appearance or finish of such structural wall, or portion thereof,

(other than to repaint in the original color) without the prior written consent of the owner of such wall and the Association. The owner of the adjoining lot shall have the right, at reasonable times, in a reasonable manner, and upon reasonable notice to enter upon the adjacent lot for the purpose of maintaining, repairing, or restoring such structural wall of his unit.

21. Roof Projections. No projections of any type which are attached or affixed to any unit or any other building shall be placed or permitted to remain above the roof of any unit or any other building with exception of one or more chimneys and one or more vent stacks. No outside television or radio pole or antenna, or satellite dish, or other electronic device or solar panel, shall be constructed, erected or maintained on any building or on any property within the subject property or connected in such manner as to be visible from the outside of the building unless and until the same shall have been approved by the Architectural Committee.

22. Leasing of Units. Notwithstanding any agreement between the owner and the prospective tenants to the contrary, the leasing or renting of a unit shall not operate to relieve the owner of the primary responsibility for compliance with all provisions of this Declaration and the bylaws of the Association. No unit shall be let, rented, or leased for any period less than 30 days.

23. Trade, Craft, Commercial Enterprise. No trade, craft, commercial or manufacturing enterprise or business activity of any kind including yard or garage sales shall be conducted or carried on upon any lot or plot or within any building located in this subdivision, nor shall any goods, equipment, vehicles or



materials used in connection with any trade, service, or business be kept or stored outside of any building nor in any manner objectionable to other residents of this tract.

24. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the final subdivision map referred to herein.

ARTICLE IV

GENERAL BUILDING, ARCHITECTURAL  
AND PLANNING REQUIREMENTS

Section 1. Approval of Plans, Plantings, and Alterations.

A. No fence, wall, building, sign, or other structure (including basketball stands), or exterior, addition to, or change or alteration thereof (including painting) or landscaping, shall be commenced, constructed, erected, placed, altered, or maintained, on the subject property, or any portion thereof, until two sets of plans and specifications and a plan check fee shall have been submitted to and approved in writing by an Architectural Committee appointed by the Board. Said plans and specifications shall include where appropriate the following:

- 1) Plot plans showing the location of all structures and showing grading elevations, drainage, and trees to be removed;
2. Building plans including floor, foundation, and roof plans with all the materials therefor;
3. Exterior elevations including building height and surfaces, and sections, structural design and salient exterior color schemes;



- 4) General exterior color schemes;
- 5) Landscaping plans showing the type, location and elevation of trees, bushes, shrubs, plants, hedges, and fences.

All such plans and specifications shall be submitted in writing over the signature of the owner of the property or such owners' authorized agent. Approval shall be based, among other things, on adequacy of site dimensions, adequacy of structural design and material; conformity and harmony of external design with neighboring structures; effective location and use of improvements and landscaping on neighboring property, improvements, landscaping, operation and uses; relation to typography, grade and finished ground elevation of the property being improved to that of neighboring property; proper facing of main elevations with respect to nearby streets; preservation of view and aesthetic beauty with respect to fences, walls and landscaping, assurance of adequate access to the Association in connection with the performance of its duties and the exercise of its powers hereunder; conformity with such rules and regulations as may be adopted by the Architectural Committee in accordance with this Article; and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration.

The second set of plans shall be filed as a permanent record with the Board.

The filing of the plans and specifications or the color scheme required by this paragraph may be waived by the Board in the case of repairs, or modifications deemed by the Board to be of a minor nature, or in the case of repainting the color scheme previously

approved by the Board.

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Section 2. Architectural Committee.

The powers and duties of the Board as an Architectural Committee may be delegated to a Committee to be known as the Architectural Committee consisting of not less than three (3) and no more than five (5) individuals appointed by the Board. The power and authority of such Architectural Committee shall be as provided in this Declaration. Any action by such Architectural Committee shall require the affirmative vote of at least a majority of its members. The Committee may act in any writing signed by a majority of its members.

A. Failure to Approve or Disapprove Plans and Specifications.

In the event the Architectural Committee fails to either approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that the Architectural Committee has approved such plans and specifications. All improvement work approved by the Architectural Committee shall be diligently completed and constructed in accordance with approved plans and specifications.

B. Completion of Plans and Specifications.

All structures, the plans and specifications for which have been approved by the Board, shall be completed in accordance with said plans and specifications within one (1) year of the date of such approval or such additional time as shall be granted by the Board in writing; and said premises shall not be occupied until all of said structures shall have been completed in accordance with said plans and specifications.

C. No Liability.

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Neither the Association, the Architectural Committee, nor the members or designated representatives thereof, shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications, or for any defect in any structure constructed from such plans and specifications. Such plans and specifications are not approved for engineering design. Every person who submits plans or specifications to the Architectural Committee for approval agrees, by submission of such plans and specifications, and every owner of any of said property agrees that he will not bring any action or suit against the Association, the Architectural Committee or any of the members thereof to recover any such damages.

D. Rules and Regulations.

The Architectural Committee may from time to time, in its sole discretion, adopt, amend, and repeal rules and regulations interpreting and implementing the provisions hereof and establishing reasonable architectural standards for the subject property.

E. Inspection.

Any member of the Architectural Committee may from time to time at any reasonable hour or hours and upon reasonable notice enter and inspect the landscaping and the exterior of any property subject to the jurisdiction of said Architectural Committee as to its improvements or maintenance in compliance with the provisions hereof.



F. Appeal to the Board.

Any owner may appeal any decision of the Architectural Control Committee to the Board within sixty (60) days after the Committee's decision. After sixty (60) days said decision will become final if not appealed.

Section 3. Destruction and Replacement of Buildings.

A. In the event of damage or destruction by fire or other casualty affecting the improvements on any lot, the owner or owners thereof shall cause the same to be repaired or reconstructed as soon as reasonably possible and substantially in accordance with the original plans and specifications therefor as long as they conform to these Restrictions.

B. Any owner of such damaged or destroyed improvements may within a reasonable time after the casualty occurs clean up the premises and request permission from the Architectural Committee to have such improvements reconstructed or repaired in accordance with new or changed plans and specifications which shall be submitted with said request.

C. In the event the owner does not desire to repair, reconstruct, or rebuild, he must clean off the lot and leave it bare.

ARTICLE V

POWERS AND PURPOSES OF THE ASSOCIATION

CARMEL VALLEY GOLF AND COUNTRY CLUB HOMEOWNERS' ASSOCIATION, an incorporated non-profit Association shall have the rights, powers, and duties as set forth in its Articles of Incorporation and its Bylaws, together with its general powers as an incorporated non-profit Association subject to the provisions of this

Declaration and any limitations imposed hereby, to do and perform each and every of the following for the benefit, maintenance of the subject property and for the benefit of the owners, to-wit:

Section 1. Powers of Association.

A. Control by Association over Exterior Areas.

Notwithstanding the ownership of exterior portions of units by owners, the Association may, in order to preserve and enhance the appearance of the entire development, require owners to maintain and repair exterior portions of units in accordance with standards applicable equally to all units, and in the event of the failure of any unit owner to make repairs or perform maintenance after reasonable notice, the Association may enforce such powers hereinafter set forth.

B. General Powers.

Generally to do any and all things that a non-profit corporation may lawfully do in operation for the benefit of its member and without profit to said corporation, except as expressly limited in its Articles of Incorporation and this Declaration; and to do and perform any and all acts which may be necessary or proper and legal for or incidental to the exercise of any of the express powers of the Association or for the peace, health, comfort, safety, and/or general welfare of the owners of any property subject to the jurisdiction of the Association.

C. Enforcement of Restrictions.

To exercise such powers of enforcement, control, interpretation, modification and cancellation of this Declaration which now are or hereafter may be vested in, delegated to or assigned

to the Association, and to pay all expenses incidental thereto; to commence and maintain in its own name on behalf of itself and/or any owner of any lot or in the name of or on behalf of and as agent of any owner of any such lot, actions and suits to restrain and enjoin the breach or threatened breach of declaration or any portion thereof and to enforce this Declaration and to pay the expenses therefor.

Association and any record owner of any lot subject to this Declaration, their successors in interest, shall have the express power and the right to enjoin the attempted construction of any structure, and to order the removal of any structure constructed on any lot subject to this Declaration, where approval for the construction of said structure shall not have been obtained in strict compliance with Article IV, Section 1, of these restrictions. This paragraph is intended to define specifically the rights and powers of the Association and the authority of the Architectural Committee, and said paragraph shall not be construed to limit in any way the rights and remedies available to the Association and the property owners of the subdivision under the law.

D. Agency.

The authorized powers of the Association are set forth in its Articles of Incorporation, bylaws, and in this Declaration of protective restrictions. The Association is irrevocably appointed agent and attorney-in-fact of each and all of the lot owners and its successors to exercise the powers delegated to the Association by this Declaration.



Section 2. Membership in Association.

A. Number of Memberships.

The total number of memberships in the Association shall equal the total number of lots in the subdivision.

B. Qualifications for Membership.

1) Each membership shall be owned by the record owner of the lot to which said membership is appurtenant; and if the lot is owned of record by two (2) or more owners, the membership shall be owned jointly by all such owners of record.

2) Such membership interest shall vest immediately upon becoming a record owner, making an application to the Association for membership, paying the annual dues of the Association, and thereupon such record owner or owners shall thereupon be entitled to all of the rights and privileges of membership in the Association and subject to all duties and obligations imposed upon the members of the Association. Such membership interest shall automatically terminate upon ceasing to be a record owner of such lot.

3. However, each lot and the record owner of each lot shall be subject to all of the duties and obligations imposed by these restrictions whether or not they qualify for membership in the Association.

C. Voting Rights.

Voting rights shall be as set forth in the Bylaws of the Association.

ARTICLE VI

REMEDIES OF ASSOCIATION AND OWNERS

Section 1. Enforcement of Decisions of Architectural Committee.

Association and any record owner of any lot subject to this Declaration, and their successors in interest, shall have the express power and the right to enjoin the attempted construction of any structure or part thereof and to order the removal of any structure or part thereof constructed on any lot subject to this Declaration, where approval for said construction shall not have been obtained in strict compliance with Article IV, Section 1.

Section 2. Nuisances and Violations of Restrictions.

Every act or omission whereby any restrictions, condition, or covenant in this Declaration or to which any lot or any portion thereof is subject, is violated in whole or in part is declared to be and shall constitute a nuisance and may be enjoined or abated by the Association and/or any record owner of a lot.

Section 3. Attorney Fees and Costs.

In the event it is necessary for the Association or any record owner of a lot to bring any action at law or equity to enforce the conditions, covenants, or restrictions in this Declaration, Association or any record owner of a lot shall be entitled to recover reasonable attorney's fees and costs as determined by the court from the property owner against whom said action is maintained. This provision shall be deemed to be accepted and agreed to by any person to whom any lot in the subdivision shall be conveyed.

Section 4. Remedies are not Exclusive.

Each remedy provided for in this Declaration shall be cumulative and not exclusive.

## DURATION AND MODIFICATION

Section 1. Duration.

All of the restrictions, conditions, covenants, reservations, set forth in this Declaration shall continue and remain in full force and effect at all times against said property covered by this Declaration and each part thereof, and the owners thereof subject to the right to amend, change, modify, and terminate as provided for in this Article VII until January 1, 2000. However, all of said restrictions, etc. in this Declaration shall be automatically renewed without further notice from that time for successive periods of ten (10) years, unless prior to the expiration of any successive ten (10) year period thereafter the then owners (including recorded mortgagees, trustees and beneficiaries) of fifty (50%) percent or more of the lots in the subdivision elect to amend or terminate them by a statement properly executed by each of them and recorded in the office of the County Recorder.

## ARTICLE VIII

## MISCELLANEOUS

Section 1. Binding Upon Owners and Grantees.

The undersigned, the Association, each present owner and each grantee hereafter of any part or portion of the property covered by this Declaration and any purchaser under any contract or sale or lessee or tenant under any lease or tenancy (including a month-to-month tenancy) covering any part of portion of such property shall be subject to all of the restrictions, conditions, covenants and reservations within the jurisdiction, rights and powers of the



Association provided for in this Declaration.

Section 2. Interpretation of Restrictions.

In interpreting and applying the provisions of this Declaration, they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the owners and occupants of said property. It is not the intent of this Declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued or which may be adopted or issued pursuant to law relating to the use of buildings or premises; or is it the intent of this Declaration to interfere with or abrogate or annul easements, covenants and/or other agreements between parties; provided, however, that where this Declaration imposes a greater restriction upon the use and/or occupancy of any lot or upon the construction of buildings or structures or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations, or permits or by such easements, covenants, and agreements then in that case the provisions of this Declaration shall control.

Section 3. Construction and Validity of Reservations.

All of said restrictions, conditions, covenants and reservations, contained in this Declaration shall be construed together; but if it shall at any time be held that any one or more of these restrictions, conditions, covenants and reservations, or any part thereof, is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants and reservations, or any part thereof shall be thereby affected or impaired.

Section 4. Waiver and Exemptions.

No approval of or failure to disapprove any plans or specifications presented as herein provided, and no waiver of any of the foregoing restrictions as to any lot shall constitute approval of any plans or specifications as to any other lot, and shall not constitute a waiver of such or any restrictions as to any other lot.

Section 5. Protection of Mortgages or Deeds of Trust.

No breach of any of the covenants, conditions, restrictions, limitations or uses herein contained 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 matters shall be binding upon any owner whose title is derived through foreclosure of trustee's sale.

IN WITNESS WHEREOF, the undersigned have set their hands the date opposite their signature.

PUSCH FAMILY TRUST

By Jack Cooley Pusch

By Jean Pusch

Henriques Personnel 7-17-89

Jessie L. Powell 7-29-89

W. H. W. B. 7-29

Robert N. Lee 7/29

Carol T. Silversman 7/29

Betty Jean Waiace 7/29

Frank R. Hylis 7-17-89

Dorothy W. Hylis 7-17-89

William A. Wallace 7-29-89

Pate Bybee 7-29-89

Herman K. Bybee 7-29-89

Mahmoud. Khamsi 7.2.

Manijah. B. Khamsi 7.2.

Christine Carol Susett 7-29

John Auld-Smith 7-29