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DECLARATION OF ESTABLISHMENT
OF
PROTECTIVE COVENANTS AND RESTRICTIONS
ON

FEE \$18⁰⁰/₁₀₀ M

RECORDED BY

Louder X. Ford Atty.

TRACT 19890

The undersigned, PALISAIR INC., a California corporation, 240 26th Street, Santa Monica, California, hereinafter referred to as "Declarant", is on this date the sole owner in fee of the real property subdivision described as follows:

Lots 1 to 57, both inclusive, of Tract 19890, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 627, pages 46 to 50 inclusive, of Maps, in the office of the County Recorder of said County.

Declarant hereby certifies and declares that Declarant hereby establishes a general plan for the improvement, development, protection and maintenance of the tract, and, in order to accomplish such improvement and development, to insure such protection and maintenance, to encourage the best and most artistic use of the land therein, to uphold the purchasers' investments and property values, to promote the construction and erection of tasteful and attractive homes, to secure and maintain adequate setback lines and free spaces, and in general properly to provide for improvements of high type and quality, Declarant hereby establishes and imposes upon said tract and all of the various lots contained therein, as shown on the tract map hereinabove referred to,

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.

54^{Min.}_{Past} 10 A.M. FEB 3 1958

RAY E. LEE, COUNTY RECORDER

the following provisions, conditions, restrictions, covenants, easements and reservations upon and subject to which each and all lots in said tract or portions thereof shall be used, held, occupied, leased, sold or conveyed by Declarant or by the future purchasers or record owners thereof, to wit:

ARTICLE I

Definitions

"Restrictions" means the whole and each part of the provisions, conditions, restrictions, covenants, easements and reservations set forth in this Declaration, including any additions to, or amendments, changes and modifications thereof, which may be made from time to time hereafter, as herein provided for;

"Landowner" means the bona fide holder of a purchase and sales agreement to, or the record owner of, or any party having an interest, equitable or otherwise, in, any original lot or building site or any portion of such lot or building site, in said tract, whether improved or not, his heirs, successors, personal and legal representatives or assigns;

"Land" means any original lot in said tract, as shown on the tract map hereinabove referred to, or any building site established according to Article III, Section 2, or any portion of such lot or building site;

"Tract Committee" means the body established according to Article IV, Section 1.

ARTICLE II

General Restrictions

Section 1. Uses Other Than Residential Prohibited

All of the land in said tract shall be used exclusively for private, single-family residential purposes, and no part of such land shall be used, directly or indirectly, for any business or profession or for any

commercial, manufacturing, mercantile, mail-order, storing, vending, civic, educational, religious, musical, medical, hospital, cemetery, crematory, institutional, or other non-residential purpose or for the manufacture or sale of malt, vinous or spirituous liquors, or for the carrying on of any noxious activity or pursuit or any act or thing which may be or become an annoyance or nuisance to the neighborhood.

Section 2. Gravel Excavating, Cutting or Filling Prohibited

No sand, gravel or soil shall at any time be excavated or dug out of any land of said tract except for the purpose of laying the foundations of approved structures thereon or for use in erecting such structures or installing pools, pipes and utilities; provided, however, that Declarant, in carrying out the initial improvement and development of the tract, shall have the right to remove or add to any soil on any land owned by Declarant and shall have the right of ingress to and egress from all other land for the purpose of grading, constructing and completing the street improvements, the installation of utilities, and the carrying out of any and all other things necessary to complete the general plans of improvement.

Cutting, filling, or grading (except "fine grading" for landscaping purposes) also shall be prohibited; however, the Tract Committee, exceptionally and for good cause shown, may permit such cutting, filling or grading as shall not create a drainage hazard, interfere with the safety of or view from other land, or otherwise hamper the orderly development of the tract.

Section 3. Horses, Live-Stock, Poultry and Bees Prohibited

No horses, cows, cattle, goats, sheep, rabbits, hares, chinchillas, or other livestock, no poultry, pigeons, doves or similar fowl, and no bees, shall be kept or raised, and no dog, cat, bird, fish or other

pet raising or trading as a business shall be carried on, directly or indirectly, on any land of said tract. No pets shall be kept which, in the opinion of the Tract Committee, disturb the neighborhood by excessive noise, or, which, if other than cats or birds, are allowed to leave the premises while not under owner's control.

Section 4. Construction Diligently to be Prosecuted and New Material Used

The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until fully completed, and only new materials shall be used in such construction except that with approval of the Tract Committee limited amounts of old materials may be utilized for artistic effects, such as used brick for fireplaces or chimneys.

Section 5. Occupancy of Unfinished Dwellings and Other Structures Prohibited

No residence in any manner shall be occupied or lived in while in the course of original construction or until made to comply with all requirements set forth herein or in any further restrictions established and applicable to the tract. No building or structure anywhere on the tract, other than a completed residence, shall ever be lived in or used for dwelling purposes, including tents, shacks, trailers, out-buildings, garages or other structures.

However, nothing in this and the following Section and Section 1 of Article II shall be construed to prevent Declarant or Declarant's duly authorized agents from conducting tract business (development of the tract or sale of land therein) or erecting, placing and maintaining signs, trailers, offices or buildings in connection with the conduct of such business.

Section 6. Limitations on Use of Signs

No signs or billboards of any kind shall be erected, permitted or maintained on any land in said tract or on any city right of way adjoining such land except upon

prior written approval by the Tract Committee, which approval in the discretion of the Tract Committee may be revoked at any time.

However, the following signs may be displayed without such specific approval, under the responsibility of the land owner:

- (a) Provided plans have been duly approved, professionally lettered signs naming the architect, construction company or subcontractors, may be displayed on the site during actual construction, but no such sign shall exceed the dimensions of 24" x 24".
- (b) One "for sale" or "for lease" sign only may be maintained at any time on a lot, building site, or building, provided it does not exceed the dimensions of 18" x 24", is professionally lettered, and contains no price but only the name, address and telephone number of the owner or his duly authorized broker. Smaller riders may be added to the main sign provided they do not contain words or text tending to depreciate values or impair the character of the neighborhood such as "sacrifice," "special price," "your terms," etc.
- (c) Up to four pennants and one "open" sign not exceeding 18" x 24" may be displayed on the premises while a sales representative is actually present.
- (d) After a sale, a broker may continue his sign with a "sold" rider attached, but it must be removed within two weeks after the date of recordation of the conveying instrument or of date of purchase and sales agreement if not recorded.

Signs not authorized in writing by the Tract Committee or not conforming to the above exceptions may be removed summarily and destroyed without notice by the Tract Committee in the manner provided for in Section 3

of Article V. Signs that are allowed to deteriorate and become unsightly shall be considered unauthorized, even if originally approved or permissible.

Section 7. Privies, Septic Tanks and Cesspools

No privy shall be erected, maintained or used upon any land of said tract except a temporary privy during the course of construction of a building. Any lavatory, toilet or water closet shall be enclosed and located within a building permitted to be erected on said land as herein provided for. No cesspool, septic tank or like receptacle for sewage disposal shall be erected, maintained or used upon any land of said tract.

Section 8. Land to be Kept Cleared of Weeds and Rubbish

Each land owner shall keep his property free and clear of all weeds and rubbish (including rubbish dumped by others) and do all other things necessary or desirable to keep the front, rear and side yards of the premises neat, clean, attractive and in good order, and if a garden or lawn has been installed, adequately cultivated, or mowed and watered.

Failure of a landowner to comply with this provision may be remedied by any of the measures provided for in Article V but should the Tract Committee elect to proceed under Section 3 of Article V, the reasonable expenses involved in the removal of weeds and rubbish, or other acts necessary to put the premises in a neat and orderly condition, shall become due and payable from such landowner to the Tract Committee within five days after written demand therefor shall have been mailed to the last known address of such owner.

Section 9. Right to Plant and Maintain Vacant or Unimproved Land

The Tract Committee shall have the right at all times to enter upon any vacant or unimproved land of said tract and to plant or replant, trim, cut back,

remove, replace or maintain hedges, trees, shrubs, or flowers on the front half thereof or on the area within fifteen feet of any rear line, or within ten feet of any side lines, and the said Tract Committee shall not thereby be deemed guilty of any manner of trespass. When the owner of land so planted or maintained by the Tract Committee shall give bona fide evidence and written notice to said Committee of his intention to improve said land within 30 days, the Tract Committee may within said 30 days, and until work on said improvements is commenced, transplant, remove or dispose of any or all of the plantings which may have been made by it.

ARTICLE III

Building and Planting Restrictions

Section 1. Single Family Residences

On each lot or building site in said tract not more than one detached, single-family residence shall be erected, constructed or maintained, together with the customary accessory out-buildings appurtenant thereto. Garages may be attached to, or detached from, the residence.

No structure of any kind shall exceed one story in height, that is, 15 feet in height measured from the finished ground at the front side, except that the Tract Committee in its sole discretion may permit the erection of a 2-story structure provided it will not interfere with the view from any other land of this tract.

Section 2. Building sites

Plans for a residence, even if otherwise complying with these restrictions, shall in no event be approved by the Tract Committee unless the building site shall consist of at least an entire vacant original lot, that is, a lot as shown on the tract map hereinabove referred to.

However, exceptions may be granted by the Tract Committee, in its sole discretion, by an instrument

entitled "Certificate of Acceptance as a Building Site" to be prepared and recorded by the Committee, at applicant's expense, provided any reapportionment, in the opinion of the Tract Committee, shall be of a minor nature only, so that the proposed building site shall consist of a portion of an original lot, the usable depth and shape of which building site still will allow the erection of a residence which not only complies technically with all the other requirements of these restrictions but is also in keeping with the prevailing standards of the tract and provided, further, that such reapportionment does not materially alter the original development plan of the tract.

Section 3. Moving of Buildings onto Property
Prohibited

Subject to the exception set forth in Section 5 of Article II, no residence or other structure shall be moved onto or from any land of said tract.

Section 4. Land Not to be Used for Storage

No land in this tract shall at any time be used for open air storage of building materials, vehicles, implements, tools, furniture, landscaping materials or equipment, irrigation pipes or apparatus, junk, trash or any other things whatsoever; provided, however, that building and landscaping materials, tools or equipment may be placed and maintained on any lot or building site from and after the approval in writing by the Tract Committee of plans and specifications for a structure of any kind to be constructed on such land, as provided for in Article IV, Section 2, of this Declaration, and for use in such construction; provided, further that such construction shall commence within a reasonable time after such approval. Should such construction not commence within such reasonable time, the materials, tools, or equipment, must be removed forthwith upon request by the Tract Committee. The Tract Committee shall be the sole judge of what is a "reasonable time."

Failure of a landowner to comply with any provision of this Section may be remedied by any of the measures provided for in Article V, but should the Tract Committee

elect to proceed under Section 3 of Article V, the reasonable expenses involved in the removal of such objectionable things as described above shall become due and payable from such landowner to the Tract Committee within five days after written demand therefor shall have been mailed to the last known address of such owner.

Section 5. Minimum Size of Residence

No residence shall be erected on any land in said tract which shall have a floor area of less than 2000 square feet, excluding, however, any portion used for outside or open porches and/or patios, and/or basements and/or cellars and/or garages and/or carports. For the purpose of computing the floor area measurements shall be taken from the outer faces of the studs supporting the exterior walls.

Should two or more contiguous lots or building sites or portions thereof be included in one agreement of sale or conveyance, such area may be treated as a single "consolidated building site" for the purposes of these restrictions, but no residence or structures shall be erected thereon which shall not comply with the requirements set forth in this Declaration.

Also two or more contiguous lots or building sites or portions thereof, even without being included in one agreement of sale or conveyance, may be considered, for the purpose of these restrictions, as forming a single "consolidated building site". This, in any event, shall be the case whenever a structure appurtenant to the residential dwelling but not by itself meeting all the other requirements of these restrictions (such as a guest house, swimming pool, painter's studio, etc.) is to be erected, wholly or in part, outside the boundaries of the lot or building site on which the residence stands or is to be erected, or when the residence itself extends, or is to extend, beyond the boundaries of its lot or building site or is located nearer a property line than the setback provisions require.

In all such cases, and in the event that any area of a "consolidated building site" outside the boundaries of the lot or building site on which the residence itself

stands, shall be separated in ownership from the latter, any structure theretofore erected on either area, and not by itself fully meeting the requirements of this Declaration, even if originally approved by the Tract Committee in view of the "consolidated building site" character of the contiguous lots or building sites or portions, shall be considered as being in violation of these restrictions. Furthermore, building plans for a residence on such area, even if otherwise complying with these restrictions, shall not be approved by the Tract Committee unless the structure already erected on such area either is to be removed, or, in accordance with these restrictions, is to become a part of, or appurtenant to, the residence to be erected thereon.

Section 6. Residences to Face Front Lines

The front of each residence in the Tract shall face toward the established front line of the lot or building site upon which it is built. The side of a residence containing the main entrance door shall be considered its front.

Section 7. Established Front Lines

All lots or building sites in said tract shall front on the streets, drives, or places which they adjoin.

Section 8. Front and Side Set-back Lines

No residence or garage or any part thereof, including porches, chimneys, steps, balconies and/or other architectural features, and no other structure (except clothes line poles, pool heaters, fences, walls and the like, provided their location has been duly approved by the Tract Committee) shall be erected, placed, permitted and/or maintained on any lot or building site in this tract nearer than 10 feet from the established front line.

No residence or garage shall be erected, placed, permitted and/or maintained on any lot or building site in this tract nearer than 5 feet from either side line measured from the wall of the building to the sideline.

Section 9. Height of Fences, Walls, Hedges,
and Trees Limited

No fence, wall, hedge, or planting (with exception

of trees), exceeding $3\frac{1}{2}$ feet in height above finished surface, shall be permitted or maintained on any land in this tract in the area between the established front line and the front set-back line; and no fence, wall, hedge, or planting (with the exception of trees), exceeding six feet in height above finished surface, shall be permitted or maintained anywhere to the rear of the front set-back line.

No trees shall be placed, permitted or maintained on any land of this tract which substantially obstruct or diminish the view from any other land in the tract. Upon a finding made by the Tract Committee that a view is substantially obstructed or diminished by trees on any portion of land in this tract, the owner thereof, upon written notice sent by the Tract Committee, within 30 days shall remove, cut down or cut back any such trees to the extent specified by the Tract Committee.

Section 10. Roof Requirements

Subsection (a) Roof Pitch. Not more than 25% of the area of a roof on any residence or structure shall be flat. Any portion which is not flat shall have a pitch or slope of not less than $2\frac{1}{2}$ inches to each 12 inches.

Subsection (b) Non-glare Materials and Thickness. No roofing materials, although admissible under the City Building Code, shall be used:

- (1) of such a nature as glaringly to reflect light
- (2) of less than $\frac{1}{4}$ inch thickness.

Section 11. Regulations as to Rubbish Containers

Rubbish containers shall be placed near the curb for collection after dark during the night before collection or on the actual day of collection, and shall be removed promptly after collection. At all other times such containers shall be kept in the rear or side yard or basement shielded against view from the street or adjacent homes.

ARTICLE IV

Tract Committee and its Powers

Section 1. Enforcement Agency, How Constituted, Objectives

Subsection (a) Tract Committee: A Tract Committee shall be constituted and succeeded as follows: It shall consist of three members, appointed by the Board of Directors of Declarant. Any or all members may be removed at any time by a majority vote of such Board, but otherwise shall remain in office until their successors shall have been appointed and shall have assumed office. Should any member of the Tract Committee be removed, die, resign or become unable to act, said Board forthwith shall appoint a successor.

The members of the Tract Committee shall receive no compensation, but shall be reimbursed for their expenses. They shall represent the interests of all landowners of the tract and in good faith shall execute, interpret and enforce these restrictions for the benefit of the tract and all landowners within the purpose, spirit, meaning and intent thereof. Said members shall not be held liable for damages or otherwise by any landowner of the tract for decisions or actions made or executed in good faith in the performance of their functions. The Committee shall appoint from among its members, to serve until their successors shall have been appointed and assumed office, a Chairman, Vice-Chairman and Assistant Secretary-Treasurer, and Secretary-Treasurer. The vote of any two members shall be sufficient to decide any question or to take any action provided for herein, but the signature of any one of the members to any letter, notice or document shall suffice other than for instruments to be recorded, which must carry the signatures of two or more members, as set forth in Section 4 of this Article. The files of the committee, including its Book of Minutes, shall be open for inspection by any landowner of the tract at all reasonable times.

Subsection (b) Transfer of Tract Committee Powers to Landowners: At any time after ninety percent of the lots and/or building sites

in the tract shall have been conveyed by Declarant to record owners and/or sold to bona fide holders of purchase and sales agreements, the then record owners of, and/or bona fide holders of purchase and sales agreements covering, a majority of the lots and/or building sites in the tract may elect a Tract Committee of their own nomination, whereupon Declarant, upon request of such elected Tract Committee, shall transfer, assign and convey to such elected Tract Committee, its successors and assigns, all of the rights, powers and functions of said Tract Committee under this Declaration.

Section 2. Approval of Plans; Fees

Subsection (a) Work Subject to Prior Approval:
No residence, garage, out-building, fence, wall, sidewalk, steps, or other structure, and no improvement, utility, swimming pool, parking area or driveway shall be erected, constructed, laid down, altered or maintained and no cutting down, filling up or grading (except "fine grading" for landscaping) shall be done on, under or about any land of said tract unless complete grading and/or building plans (including elevations, and, if requested by the Tract Committee, a rendering) and specifications thereof showing the nature, kind, shape, height, type, material and color scheme thereof, together with the plot plan indicating the location on the lot or building site, shall have been submitted to and approved in writing by the Tract Committee and a copy of such plans, specifications and plot plan, as finally approved, permanently deposited with the Committee.

However, no plans for a residence or other structure shall be approved by the Tract Committee:

- (1) which show a freakish exterior appearance and design, that is, a style other than one widely or commonly accepted; or
- (2) which provide for a residence or other structure substantially identical or similar in exterior appearance and design ("carbon copy houses") with other buildings erected, or approved but still to be erected, within a radius of 500 yards; or

- (3) which provide for a service yard, clothes line poles, refuse containers, pool equipment, or other like appurtenances not reasonably shielded against view from the street or adjacent homes, or
- (4) which provide for a garage or other outbuilding that is not of construction and architectural type in harmony with the main residence; or
- (5) which provide for a garage or other structure or a wall or fence which has a gate or door so constructed that it may swing out into a public road or right of way.

The erection, alteration, location or relocation of any clothes line pole, fence, hedge, mast, aerial for radio or television, or other structure of a similar or dissimilar nature, whether separate or an integral part of the dwelling, shall be disapproved whenever such structure, because of its kind, shape, height, material, or location, in the opinion of the Tract Committee would be unsightly, detrimental to, or otherwise tend to lower, the value of any land of the tract.

No alteration shall be made in the exterior appearances and design of any of the items mentioned in the first paragraph of this Subsection (a) at any time after its erection or construction, or in the shape, contours and condition of any land, unless written approval of such alteration first shall have been obtained from the Tract Committee.

Subsection (b) Sets of Plans: Sets of plans with specifications shall be submitted in duplicate, accompanied by the required fee. If approval is granted, one copy of the plans and specifications shall be returned to applicant duly certified. Sets of plans legibly must show the following information:

1. Date;
2. Name and address of owner(s);

3. Street address of job;
4. Full legal description of lot or building site;
5. Setbacks, which must be indicated in numerals; (in case of discrepancy between numerals and scale drawings, the numerals shall prevail).

Set of plans or specifications presented shall not be considered properly submitted until errors, changes or deficiencies shall have been corrected, made or added, so that they fully comply with all requirements.

Any deviation from, or alteration of, the plans and specifications as approved (except changes of the interior layout not affecting exterior appearance and design as approved) during the construction or at any time thereafter shall render the approval null and void, unless the Tract Committee's written approval thereof is obtained in advance.

Subsection (c) Fees: The Tract Committee shall charge a fee for its services which shall not be less than \$25. nor more than \$100 per set of plans with specifications for residences and appurtenant structures and not less than \$10. nor more than \$50. per set of plans and specifications presented separately for appurtenant structures, depending in each case upon the amount of checking work involved. Acceptance of such fee shall not be considered a waiver of the rights of the Tract Committee to take action against owners starting construction work without written approval or otherwise violating the restrictions.

Section 3. Interpretation: The Tract Committee shall have the exclusive right to interpret any or all provisions of the restrictions in this Declaration set forth or at any time hereafter created for the benefit of the tract, and such interpretation in case of uncertainty as to the meaning of any article, section, subsection, paragraph, sentence, clause, phrase or word, shall be final, conclusive and binding upon all parties. Whenever such interpretation is of a general nature it shall be brought to public notice by recording an interpretative and

clarifying amendment of these restrictions in the manner provided for in subsection (b) of the following Section 4.

Section 4. Power of Tract Committee to Modify Restrictions

Subsection (a) Individual Lots: The Tract Committee shall have the right and power to change and/or determine the front and side set-back lines as to the individual lots or building sites within said tract and to change the facing direction of such lots or building sites so that they may front in another direction than as provided in Section 7 of Article III, and to grant such other exceptions as provided for in Section 2 of Article III and Sections 1 and 2 of Article III. The Tract Committee may make any such changes or determinations or grant such exceptions, if in its judgment they are necessary or advisable, from case to case, and the members of the Tract Committee shall be the sole judges of such necessity or advisability, and the consent of no corporation, association, individual or landowner shall be required. Such determinations, changes, or exceptions shall be made by a duly executed instrument to be drafted under the direction of the Tract Committee and recorded. The applicant shall pay expenses both of drafting and recordation of such instrument.

Subsection (b) General Modifications: The Tract Committee also shall have the right and power, by written instrument duly executed by all of its members and placed of record, to impose additional reasonable restrictions and to amend, change, modify, or terminate any of the provisions of the present restrictions (except as to the prohibitions set forth in Article II, Sections 1, 2, and 3) also any of the provisions contained in any declaration of additional or modified restrictions affecting the tract hereinafter filed of record, unless otherwise provided therein. Such additions, amendments, changes, modifications or termination may be made by said Tract Committee at any time without the consent of any corporation, association, individual or landowner. They shall take effect with reference to all land in said tract, except as to structures erected, or to be erected,

according to plans duly approved before such amendment shall have been recorded.

However, such amendments shall be made by the Tract Committee only to the extent that they are not inconsistent with the interests and the benefits of the tract as a whole and the landowners of said tract, and are within the purpose, spirit, meaning and intent of this Declaration.

Section 5. Liens for Unpaid Charges

The charges duly made according to Article II Section 8, or Article III, Section 4, after expiration of the payment time provided for shall become a lien against the property to the extent of the unpaid balance, including reasonable attorney's fees for the Tract Committee's attorney; the Tract Committee may then record such lien and foreclose it at any time. However, such lien shall be subordinate to any bona fide mortgage or deed of trust given in good faith and for value.

Section 6. Recording and Mailing of Notices of Violation

Notice of any breach or violation of any of the restrictions or notice of any failure of any person, firm or corporation to comply therewith, within a reasonable time after the occurrence of such breach, violation or failure to comply, shall be executed by the owners of the reversionary rights herein provided for, or by the Tract Committee, or by the record owners of any land in said tract, and recorded in the office of the County Recorder of Los Angeles County, describing the lot or building site involved; and a copy of such notice, showing the date of recordation and document number, within a reasonable time after recordation thereof as aforesaid, shall be mailed by certified mail to the last known address of the person, firm or corporation responsible for such breach or violation of, or failure to comply with, any of said restrictions. Until such notice shall have been recorded and mailed as in this Section 6 provided,

neither the owners of the reversionary rights, nor the Tract Committee, nor the record owner of any land in said tract, shall have the right to commence any action at law (other than enforcement or foreclosure of the liens herein provided for) against any person, firm or corporation responsible for any breach or violation of any of said restrictions, or for failure to comply therewith.

ARTICLE V

Duration; Reversionary Rights; Enforcement; Validity;

Assignment

Section 1. Duration of Restrictions

All restrictions set forth in this Declaration shall continue and remain in full force and effect at all times in respect to said tract, the land therein and the owners thereof, subject to the right of change or modification provided for in Section 4 of Article IV, until January 1, 1975, and without further notice, as they then exist, shall be continued automatically from that time for a period of ten years, and thereafter for successive periods of ten years, each without limitation, unless within six months prior to January 1, 1975, or within six months prior to the expiration of any successive ten year period thereafter, a written agreement executed by the then record owners of a majority of the lots and/or building sites in said tract shall be placed on record in the office of the County Recorder of Los Angeles County, by the terms of which agreement any of said restrictions shall be changed, modified or extinguished in whole or in part, as to all or any of the property originally subject thereto, in the manner and to the extent therein provided. In the event that any such written agreement of change or modification shall be duly executed and recorded, the original restrictions, as so changed or modified, shall continue in force for the same successive periods of ten years each as above provided for, unless and until further changed, modified or extinguished in the manner herein provided.

Section 2. Reversion of Title; Enforcement

Failure to comply with, or a breach of, any of the

restrictions shall cause the land with relation to which such default or breach occurs to revert to Declarant, or Declarant's successors as owners of the reversionary rights herein provided for, and the land owner shall thus lose and forfeit all right, title and interest in and to the whole of said land and to the improvements thereon; and the owners of such reversionary rights shall have the right of immediate re-entry upon such land in the event of any such default or breach; but such reversion shall not affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith, and for value; provided, however, that any subsequent owner of land so encumbered whether obtained by foreclosure or at a trustee's sale or otherwise shall be bound by these restrictions.

The default or breach of any of said restrictions or the continuance of any such default or breach also may be enjoined, abated or remedied by appropriate proceedings other than a suit for reversion of title by the owners of the reversionary rights or the Tract Committee or any owner of land in said tract. Such remedy shall be deemed cumulative and not exclusive and shall not be construed as in any way impairing or limiting the authorization of the owners of the reversionary rights to declare or enforce such reversion or forfeiture or to reenter upon said land.

Section 3. Right of Entry to Correct Violations

The violation or breach of any of these restrictions also shall give the owners of the reversionary rights and/or the Tract Committee the right (either personally or through their authorized representatives) to enter upon the land upon or as to which such violations or breach exists, and summarily to abate and remove at the expense of the owner thereof, any structure, thing or condition that may be or exist thereon contrary to the letter, intent, spirit or meaning of these restrictions, including the right to remove and destroy without notice any unauthorized sign or billboard. For these purposes they may enter upon and inspect, within reasonable hours, all land of said tract, improved or unimproved, to the extent reasonably necessary

in determining whether such violation or breach has occurred or is about to occur. The party or parties making such entry thereby shall not be deemed guilty of any manner of trespass or held liable for damages resulting from such entry, inspection, abatement, removal or destruction.

Section 4. Violation Constitutes Nuisance

Every act or omission whereby any restriction is violated, in whole or in part, is declared to be and shall constitute a nuisance, and may be enjoined, abated or remedied by the owners of the reversionary rights and/or the Tract Committee and/or any land owner of said tract, and such remedy shall be deemed cumulative and not exclusive.

Section 5. Construction and Validity; Paragraph Headings for Convenience Only

All of these restrictions shall be construed together, but if at any time any one of them or any part thereof shall become or shall be held to be invalid, or for any reason becomes unenforceable, no other restrictions, or any part thereof, shall thereby be affected or impaired; and each and every landowner, his heirs, successors, personal or legal representatives, or assigns shall be bound by each remaining article, section, subsection, paragraph, sentence, clause, phrase and word of this Declaration the same as if such restriction had not been declared invalid or become unenforceable. Paragraph headings are for convenience only, and shall not be considered in the interpretation or construction of this instrument or any portion thereof.

Section 6. Assignment of Powers

Any or all of the rights or powers of Declarant herein contained as to any part of the said tract may be delegated, transferred, assigned or conveyed to any person, corporation or association, and, wherever Declarant is herein referred to, such reference shall be deemed to include either Declarant's successors as owners of unsold land or Declarant's successors as owners of the reversionary rights herein provided

for, as the case may be.

Section 7. Failure to Enforce not a Waiver

Failure by the owners of the reversionary rights, the Tract Committee, or any owner of land in said tract, or their legal representatives, heirs, successors or assigns, at any time or upon any occasion, to enforce any of these restrictions, in whole or in part, shall in no event be deemed a waiver of the right to do so thereafter, nor shall any waiver, change or exception granted to any applicant give rise to a claim by any other applicant to be granted the same or a similar waiver, change or exception, nor shall the extinguishment of any right of entry, reversion or forfeiture for any default or breach of these restrictions impair or affect any of said restrictions so far as any future or other default or breach is concerned.

ARTICLE VI

Extent and Scope

Each and all of these restrictions is and are for the benefit of said tract and each and every portion of land and each and every landowner therein and thereof, and shall inure to and pass with said tract and each and every portion of it, and shall apply to, bind and inure to the benefit of Declarant, its successors in interest, and any and all successive landowners, their heirs, successors, personal and legal representatives, or assigns, and said restrictions are and each of them is imposed upon said tract as a servitude in favor of said tract and all land in it, and as conditions running with the land by which each and all grantees or landowners of any land in or of said tract, their heirs, successors, personal or legal representatives, or assigns, shall be bound by the acceptance of the deed or conveyance thereto or by entry of such deed or conveyance upon the public records, or by acceptance of a purchase and sales agreement, even though neither the text nor the substance of this Declaration shall have been incorporated in such deed or instrument by setting it forth or by reference.

DATED: January 31, 1958

Corporation Seal

PALISAIR INC.,
By: Ben Harwood
Ben Harwood, President
By: Alberta Nolen
Alberta Nolen, Secretary

STATE OF CALIFORNIA)
County of Los Angeles) SS

On this 31st day of January, 1958,
before me, the undersigned, a Notary Public in and
for said County and State, personally appeared
BEN HARWOOD, known to me to be President, and
ALBERTA NOLEN, known to me to be the Secretary of
the Corporation that executed the within Instrument,
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 within Instrument pursuant to its by-laws or a
resolution of its board of directors.

WITNESS my hand and official seal.

Dagmar Tomlinson
Notary Public in and for said
County and State

NOTARIAL SEAL

My commission expires Aug. 26, 1960

RECORDED AT THE REQUEST OF
SCUDDER & FORDE

WHEN RECORDED MAIL TO
SCUDDER & FORDE

Attorneys at Law
15515 SUNSET BOULEVARD
PACIFIC PALISADES, CALIFORNIA