

**DECLARATIONS
OF
RESTRICTIONS***

**for
Lots 1 through 105 Inclusive
Tract 23753
[Revised]**

Sunset Doheny Homes Association

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DECLARATION OF RESTRICTIONS

THIS DECLARATION, made this 30th day of January, 1959, by VISTA PARK HOMES NO. 4, a California Corporation (hereinafter referred to as "Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner of Lots 1 through 105, inclusive, of Tract 23753, situated in the City of Los Angeles and the County of Los Angeles, State of California, as per map recorded in Book 630, Pages 57 through 63, inclusive, of Maps, in the office of the County Recorder of said County (which property is hereinafter referred to as "said property"); and

WHEREAS, Declarant desires to establish a general plan for the improvement and development of said property and to subject said property to the following covenants, conditions, restrictions, reservations and charges for the benefit of said property and its present and subsequent owners; and

WHEREAS, the power to enforce said covenants, conditions, restrictions, reservations and charges is to reside in Declarant and/or in Sunset Doheny Homes Association, a non-profit corporation (hereinafter referred to as the "Association") whose members are Declarant and all future owners of record of building sites on said property;

NOW THEREFOR, Declarant hereby declares that said property shall be held and conveyed upon and subject to the covenants, conditions, restrictions, reservations and charges hereinafter set forth.

Article 1: Definition of Terms

Wherever used in this Declaration, the following terms shall have the following meanings:

- 1.01. "Said property" means said Tract 23753, unless the context and circumstances otherwise require.
- 1.02. " Dwelling house" and "accessory building" shall include both the main portion of the structure and all projections therefrom, such as bay, bow or oriel windows, extension chimneys, covered porches or porticoes and the like; including, in the case of dwelling houses, garages incorporated in and forming a part thereof; but shall not include the eaves of the structure, nor any open pergola nor any uncovered porch, stoop or steps the balustrade or sides of which do not extend more than three (3) feet above the level of the first floor of such building.
- 1.03. "Lot" means one of the numbered parcels on said map of Tract 23753.
- 1.04. "Building Site" means:
 - (a) A numbered lot as shown on the map of said Tract 23753; or
 - (b) A parcel consisting of a portion of Lots 6, 7, 104 and 105 of said Tract 23753 or of contiguous portions of any two or more said enumerated lots which are contiguous provided that such parcel shall have a minimum frontage on a dedicated street of fifteen (15) feet and a minimum area of ten thousand (10,000) square feet; or
 - (c) (c) A portion of Lot 97 of said Tract 23753, provided that there shall be no more than two building sites on said Lot 97 and that no building site on Lot 97 shall have a minimum street frontage on Robin Drive less than thirty (30) feet and that the minimum area of a building site on Lot 97 shall be at least fifteen thousand (15,000) square feet.
- 1.05. "Setback" means the minimum distance between the dwelling house or other structure referred to and a given street or line.
- 1.06. "Street" means any street or other thoroughfare shown on said map of Tract 23753 whether designated thereon as street, drive, place or otherwise.
- 1.07. "Street frontage" means that portion of a lot or building site which borders on a dedicated street.

- 1.08.** "Architectural Committee" means those persons designated by Declarant pursuant to Section 6.01 below to perform the functions of plan examination, inspection and certification of compliance.

Article 2: Uses of Property

- 2.01.** Said building sites shall be used only for single family residential purposes.
- 2.02.** No building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any of said building sites on said property other than one dwelling designed for residential occupation for not more than one family together with such related outbuildings and facilities pertinent to said single family residential use. No building, structure or improvement shall be constructed, erected, placed or permitted to remain on any building site or portion thereof (save and except on Lot 100) within the defined limits of Tract 23753 that does not have frontage on one or more of the streets dedicated by the recording of Tract 23753 in Book 630, Pages 57 to 63 inclusive (said streets being Swallow Drive, Marcheeta Place, Nightingale Drive, Robin Drive and the extension of Doheny Drive to its present northerly terminus but excluding the future street; easement for public utility, drainage, sanitary sewer and fire road purposes granted and dedicated to the City of Los Angeles as per the recorded tract map) except that with the prior written consent of the Architectural Committee fencing, landscaping, sprinkler systems, drainage devices, retaining walls, and appurtenances of a similar character may be permitted to be installed and maintained.
- 2.03.** No shed, or tent, or trailer or temporary building shall be erected, maintained, or used on any building site. However, during construction upon a building site, temporary shed or trailer construction facilities may be allowed but said temporary facilities shall be immediately removed upon completion of construction. Declarant or its successors shall have the right for such time as is granted by the Zoning Administrator of the City of Los Angeles to use, occupy and maintain upon said property a real estate sales office. Said sales office shall be approved as to location and design by said Zoning Administrator.
- 2.04.** All service yards or service areas on any building site shall be enclosed or fenced in such manner as to be obstructed from view from the street and they shall be further fenced or screened along the portion of said service yards or areas facing or contiguous with an adjacent building site.
- 2.05.** No outside television or radio pole or antenna shall be constructed, erected or maintained on any building or on any building site or located in such manner as to be visible from the outside of any such building, except by and with the prior written consent of the Association.
- 2.06.** No poles or other overhead structures to carry wires or other media for the transmission of electrical energy, telephone service or other utilities, shall be placed or maintained on any building site; and no such wires or other media shall be placed or maintained on any building site elsewhere than in underground pipes or conduits or enclosed within buildings of a type complying with all of the herein contained provisions. However, during construction on any building site temporary poles may be used, but immediately after completion of said construction said temporary poles shall be removed.
- 2.07.** No business of any kind shall be conducted on or from any of said property. However, Declarant and its successors shall have the temporary right for such time as is granted by the Zoning Administrator of the City of Los Angeles to conduct a temporary real estate sales business upon said property for the sale of said property.
- 2.08.** No noxious or offensive activity shall be carried on or maintained upon any of said property, nor shall anything be done thereon which constitutes or may become an annoyance or nuisance to the neighborhood.

- 2.09.** No poultry, livestock or other animals shall be kept, maintained, or permitted on any of said property, except that household pets may be kept upon said building sites provided they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities.
- 2.10.** No truck, trailer or commercial vehicles of any kind shall be kept, maintained or parked in or upon any portion of said property including any street within the boundaries of said property except in a completely enclosed garage.
- 2.11.** No building shall be in any manner occupied while in the course of original construction or until a certificate of completion and compliance is issued by the Architectural Committee indicating that all requirements, conditions and restrictions applicable thereto have been complied with.
- 2.12.** No sign or other advertising device of any character shall be erected or maintained upon any part of said property, except that one sign not larger than eighteen (18) inches by twenty-four (24) inches, advertising the property for sale or rent, may be erected or maintained on a building site; provided however, that Declarant may erect and maintain on said property such signs and other advertising devices or structures as Declarant may deem necessary or proper in connection with the conduct of its operations for the development and sale of said property and as may be permitted by the ordinances of the City of Los Angeles and by the Zoning Administrator of the City of Los Angeles.
- 2.13.** No rubbish, debris, obnoxious weeds, uncultivated vegetation, or vegetation infected with various insects or plant disease shall be accumulated or maintained on any portion of said property which renders said portion of property unsanitary, unsightly, offensive or detrimental to any other portion of said property or to persons residing in said Tract 23753.
- 2.14.** The surface of said property shall not be used for the purpose of exploring for, taking therefrom or producing therefrom, water, oil, gas or other hydrocarbon substances, minerals, gravel or ores of any kind.
- 2.15.** No aerial for the purpose of radio, television or like transmission shall be erected or maintained on any of said property without the prior written consent of the Association and unless and until licensed by the Federal Communications Commission. Operation of radio, television or like transmission shall be permitted only after a revocable permit is obtained from the Association. The applicant for such revocable permit shall agree in writing with the Association to cease all transmission pending investigation of any valid interference complaint filed with the Federal Communications Commission or the Association regarding applicant's said transmissions.
- 2.16.** No rock or soil now in place on said property shall be removed therefrom and no rock or soil shall be moved in or placed thereon except:
 - (a) in the course of construction thereon of a dwelling or other improvement not prohibited by these restrictions,
 - (b) in the grading of the same by the Declarant in the course of the original tract improvements,
 - (c) with the written consent of the Association.

Nor shall the existing direction of drainage of any building site or portion or combination thereof be changed without the prior written consent of the Association.

- 2.17.** Notwithstanding any other provisions contained herein, it shall be permissible to operate on said property a commercial community television antenna service and to erect and maintain on said property such master community television antennae, amplifier booster stations and underground coaxial television antenna transmission lead-in cable as is reasonable and necessary for the providing of television reception to said property. Prior written approval from the Association must be obtained for such operation and for the location of and the erection of said master antennae, amplifier stations, and for the placement of cable.

Article 3: Construction and Alterations

- 3.01.** No building, structure, improvement or appurtenance of any kind shall be erected, constructed, altered, placed, maintained or permitted to remain on any building site until plans and specifications thereof have been approved by the Architectural Committee, and then only in strict compliance with the plans and specifications as approved by said Committee. The proposed plans and specifications shall be submitted and approved in accordance with the procedure hereinafter set forth under Article 6, entitled "Approval of Plans".
- 3.02.** If, after such plans and specifications have been approved, any building, fence, wall or other structure or grading shall be erected, altered or maintained upon building site otherwise than as approved by the Architectural Committee, such erection, alteration and maintenance shall be deemed to have been undertaken without the approval of said Committee having been obtained as required by this Declaration.
- 3.03.** The construction of any building, structure, improvement or appurtenance of any kind shall be prosecuted with reasonable diligence continuously from the time of commencement until fully completed.
- 3.04.** The Architectural Committee may from time to time at any reasonable hour or hours enter upon any of said building sites and inspect and survey construction and/or alterations in progress and otherwise enter upon said building sites at said reasonable times to inspect and determine whether or not any violation of these restrictions has occurred. The Architectural Committee and/or any agent or officer thereof shall not thereby be deemed guilty of any manner of trespass or incur any liability whatsoever to the owner or occupant for such entry or inspection.

Article 4: Character and Size of Buildings

- 4.01.** Reference is made to Schedule A, which is annexed hereto, incorporated herein by reference and made a part hereof, for the designation of the total floor area (exclusive of porches, patios, basements, cellars, and any garage incorporated in and forming a part of the house) required for the dwelling house on each building site. Irrespective of the total floor area required, no dwelling house more than one (1) story in height above the ground floor level shall be erected or maintained upon any building site which dwelling house shall have a smaller ground floor area (exclusive of the items mentioned above) than 1600 square feet.
- 4.02.** No building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any of said building sites exceeding the height above ground level as specified for each building site in said Schedule A.
- 4.03.** The accessory buildings or garages erected and maintained upon any building site shall conform in architectural design and exterior material to the finish of the dwelling house to which they are appurtenant, and may be, but need not be, attached to said dwelling.
- 4.04.** The portion of each dwelling house or accessory building erected and maintained on any building site which faces, fronts or sides upon a street shall be architecturally designed to present an attractive exterior to said street.
- 4.05.** No garage shall be erected, constructed, altered, placed or maintained on any building site which has a door for use of automotive equipment facing upon a street unless, said garage is located farther than sixty (60) feet from the street line. Car ports shall be permitted to face upon a street and may be enclosed on all sides provided such plan of enclosure is approved by the Architectural Committee prior to any commencement of construction.
- 4.06.** Roofs shall be of wood shingles or shakes, preferably Left natural to weather (but which may be stained such colors as may be approved by the Architectural Committee) or of a slate, or of a shingle or curved tile, or of built-up rock granules; provided, however, rock roofs shall consist of granules not less than 3/4 inch in size and have a pitch of not less than two inches to twelve

inches unless the Architectural Committee shall in writing consent to a variance therefrom. No roof of any kind shall have a steeper pitch than 1:1.

- 4.07. Each dwelling house and other roofed structure shall be designed to direct all drainage from the roofs to downspouts connected to a surface drainage system emptying upon a dedicated street.
- 4.08. Every building, fence, wall or other structure placed on any part of said property shall be constructed from new material, unless the use of other than new material therefor shall have received the written approval of the Architectural Committee. No building constructed elsewhere shall be moved to or constructed on said property.

Article 5: Fences and Drainage Structures

- 5.01. No fence, wall, or drainage ditch, structure, or system shall be erected, constructed, altered, placed or permitted to remain on any of said property or any portion thereof until and unless the plans for the location, design, external appearance, and drainage and erosion protection shall have been first approved by the Architectural Committee. Submission and approval of said plans shall be in accordance with the procedures hereinafter set forth in Article 6.
- 5.02. No fence or boundary wall located upon a building site shall have a height greater than six (6) feet above the finished graded surface of the ground upon which it is located. However, retaining walls may exceed said height limitation upon prior written approval of The Architectural Committee.
- 5.03. No fence, wall, hedge or hedgerow within the setback area of any building site shall have a height greater than thirty inches (30") above the finished graded surface of the ground upon which such fence, wall, hedge, or hedgerow is located without the written consent of the Architectural Committee.

Article 6: Approval of Plans

- 6.01. Declarant shall appoint an Architectural Committee consisting of not less than three (3) persons and not more than five (5) persons. At least two (2) members of said Committee shall be persons engaged in the practice of fine arts. The members of said Architectural Committee shall hold office for such time as Declarant shall determine and receive such compensation as Declarant may provide. All vacancies on said Committee shall be filled by appointment of Declarant.
- 6.02. The duties of said Architectural Committee shall be the performance of all matters referred to in this Article 6, the inspection and supervision of construction and alteration for compliance to the requirements of this Declaration of Restrictions, the certification of such compliance, and the performance of such other functions specified or reasonably inferred in this Declaration of Restrictions.
- 6.03. Two complete sets of proposed plans and specifications including finished grading plans, plot plan showing the location of such structure on the building site, floor and roof plan, exterior elevations, sections and salient exterior details and color scheme, and landscaping and planting plans, including the type and location of trees, fences, hedges and walls shall be submitted to the Architectural Committee at the office of the Declarant prior to commencement of any construction or alteration as set forth in Article 3 above. When approved, the Architectural Committee shall make an appropriate written endorsement thereon, retain one copy for said Committee files and return one copy to the owner.
- 6.04. Approval of said plans and specifications may be withheld not only because of their noncompliance with any of the specific conditions, covenants and restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Architectural Committee with the grading and drainage plans, location of the structure on the building site, the finished ground elevation, the color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or altered structures. the materials

used therein, the kind, pitch or type of roof proposed to be placed thereon, the planting, landscaping, size, height or location of trees on the lot or building site, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of said Committee, would render the proposed structure inharmonious or out of keeping with the general plans of improvement of said property or with the structures erected on other building sites in said property.

- 6.05.** Said plans and specifications when submitted for approval of original construction and improvement shall be accompanied by a one hundred dollar (\$100.00) plan check fee payable to VISTA PARK HOMES NO. 4.
- (a) No plan check fee shall be required for submission for approval of changes of plans and specifications during original construction and improvement.
- (b) Plans and specifications submitted for approval of additional construction or improvement or for alteration shall be accompanied by a twenty-five dollar (\$25.00) plan check fee.
- 6.06.** If desired, prior to the submission of complete plans and specifications as provided herein, preliminary or tentative plans and specifications which shall clearly and completely show and set forth the essential features and intent of the buildings and improvements proposed to be constructed on any building site may be submitted to the Architectural Committee for examination and comment. The plan check fee for original construction, or for additional or alteration construction, whichever is applicable, shall accompany such preliminary submission and the fee thus paid shall be credited as the final plan check fee.
- 6.07.** The approval of the Architectural Committee for use on any building site of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by Architectural Committee of its right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval for use on other building sites.
- 6.08.** The Architectural Committee shall have thirty (30) days from the date of submission of the complete plans and specifications and the payment of the fee, as provided above, to approve or disapprove such plans and specifications. If no action has been taken by said Committee within said thirty (30) days, it shall be deemed that Architectural Committee has approved said plans and specifications as submitted. The thirty (30) day period may be extended by permission of owner making a plan submission.

Article 7: Certification of Compliance

- 7.01.** For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien on and/or interest in, any building site or parcel of said property, and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or nonperformance of any of the acts in this Declaration authorized, permitted, or to be approved by the Association and/or the Architectural Committee, the records of the Secretary of the Association shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion and compliance by the Architectural Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have been made in accordance therewith, or the issuance of a certificate as to any matters relating to the Association by the Secretary thereof, shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereon and/or any interest therein, as to all matters within the jurisdiction of the Association and/or the Architectural Committee.
- 7.02.** In any event, after the expiration of one (1) year from the date of the recording of the Notice of Completion of any structure, work, improvement or alteration, said structure, work, improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be

deemed to comply with all of the provisions hereof unless actual notice, executed by Declarant or the Association of such noncompletion and/or noncompliance shall appear of record in the office of the County Recorder of Los Angeles County, State of California, or legal proceeding shall have been instituted to enforce completion and/or compliance.

- 7.03.** The above mentioned recordation of noncompliance and/or noncompliance shall be deemed conclusively to establish the truth of all matters recited in said notice as to all third parties subsequently acquiring the building site or parcel of said property therein described, or any interest therein or any lien or encumbrance thereon.

Article 8: Setback and Location of Buildings

8.01. STREET SETBACK.

Dwelling houses, structures and/or other appurtenances, erected on said building sites shall have such minimum setbacks from streets as are more particularly specified in Schedule A herein.

8.02. SIDE AND REAR SETBACK.

The ordinances and regulations of the City of Los Angeles governing side and rear yard setbacks and the permissible encroachments therein shall be determinative of the side and rear yard setbacks for building sites on said property, except, that no dwelling house, garage or other structures or the eaves, uncovered porches or other projections thereof shall be permitted within five (5) feet of the following:

- (a) Common lot line between Lots 1 and 2
- (b) Common lot line between Lots 2 and 3
- (c) Common lot line between Lots 3 and 4
- (d) Common lot line between Lots 33 and 34
- (e) Common lot line between Lots 34 and 35
- (f) Common lot line between Lots 35 and 36
- (g) Common lot line between Lots 46 and 47
- (h) Common lot line between Lots 47 and 48
- (i) Common lot line between Lots 90 and 91
- (j) Common lot line between Lots 91 and 92
- (k) Common lot line between Lots 92 and 93
- (l) Common lot line between Lots 96 and 97
- (m) Common property line of any division of Lot 97 into two (2) building sites.
- (n) Common lot line between Lots 97 and 98
- (o) Common lot line between Lots 101 and 102
- (p) Common lot line between Lots 104 and 105
- (q) Common property line between any building sites created by the division of either Lot 104 or Lot 105 or by the division of combined Lots 104 and 105.

- 8.03.** FENCES: Notwithstanding any other provisions contained in Article 8 herein, fences may be erected and maintained within said setback areas provided they comply with the requirements of Article 5 above and the ordinances and regulations of the City of Los Angeles.

- 8.04.** The setback of any building, or the width of any building site, or the location and extent of side line setbacks may, in any case, be determined by the Declarant prior to sale and be particularly described in the contracts and deeds covering the building site as to which such determination is

made by Declarant, providing however, that such determination in a contract or deed shall not contain setbacks less than the minimum setbacks prescribed herein and in said Schedule A.

- 8.05.** If, for any reason because of subsequent changes and use, it is uncertain which are the front, side or rear lines of any building site, or the restricted areas provided therefor, the Association shall in all cases (except where such lines and restricted areas have been determined herein or in the contracts and deeds of Declarant) determine what are to be deemed such lines and restricted areas, and the decision of the Association in respect thereto shall be final.
- 8.06.** If the location of the restricted setback areas of and building site be difficult to determine by reason of said building site's irregular shape or otherwise, the Association shall in all cases determine what is the extent and location of such restricted setback areas and the decision of the Association in respect thereto shall be final.

Article 9: Easements, Rights of Way and Grading

- 9.01.** Said property and the building sites included therein are subject to the easements and rights of way for constructing, maintaining and operating public sewers and drainage systems, and for poles, conduit, power vaults and wires for lighting, heating, power, telephone, television and any other method of conducting and performing any public or quasi-public utility service or function, as such easements and rights of way are shown and designated on said recorded map of Tract 23753 in Book 630, pages 57 to 63, inclusive, of Maps and other recorded documents in the office of the County Recorder of Los Angeles County, State of California, and as may be granted hereafter for such purposes by Declarant.
- 9.02.** An easement two feet wide to lay, construct, maintain, operate, repair, renew, remove, change the size of, provide with regulating, amplifying and other equipment, a coaxial television antenna lead-in cable is hereby reserved by Declarant over and through, under, along and across the front and side street frontages of each lot in said property together with the right of ingress and egress to and from the same for the benefit of each and every other lot in said property provided that such coaxial antenna lead-in cables shall be beneath the surface of the ground. No installation of said coaxial antenna lead-in cable shall be made in said easement except by the company providing community antenna service to said property under contract with the Association.
- 9.03.** The right of entry upon said property and the building sites included therein, is hereby reserved by Declarant in favor of itself and the Association for the purpose of inspecting, cleaning, maintaining, and repairing the paved drainage benches, devices and down drains used in connection therewith, located upon said property.
- 9.04.** Declarants hereby expressly reserve the right to make any and all such cuts and fills on said property and on the building sites included therein and to do such grading as in their judgment may be necessary to grade streets, lots and building sites designated or delineated upon any map of said property or any part thereof, and to do such works of improvement thereon as may be necessary to complete the subdivision, development and improvement of said property in accordance with such map or any part thereof until said subdivision and all improvements thereon shall have been accepted by the City of Los Angeles.

Article 10: Planting

- 10.01.** Within six (6) months following the completion of the dwelling on any building site, the owner shall expend for plants, trees, flowers or other shrubbery the sum not less than one per cent (1%) of the minimum cost required for said dwelling and shall plant same thereon so that at least sixty per cent (60%) of such sum shall have been expended on the front yard and fill slopes of the building site. In the case of a corner lot at least seventy-five per cent (75%) shall be expended on the front yard, side yard adjoining the street and fill slopes of said corner lot building site. All plants, trees, flowers and shrubbery shall be kept in a healthy growing condition, cultivated, trimmed and in neat and good order.

- 10.02.** The Association, after reasonable notice to the owner of its intention to do so, shall have the right at all times to enter on or upon said property or any building site included therein that is vacant, or untenanted, or unmaintained and unkept.
- (a) To plant or replant, cultivate, trim, cut back, remove, replace and/or maintain trees, shrubs or plants on the fill slopes of said building sites,
- (b) To plant or replant, trim, cut back, remove, replace and/or maintain on the level portions of unlandscaped building sites such planting as is reasonable and necessary for surface erosion control,
- (c) To cultivate, trim, cut back, remove, replace, replant and/or maintain on the level portions of landscaped building sites the existing landscaping and planting.
- (d) To trim, cut back or remove any tree or trees, shrubs or plants that substantially interfere with or materially limit the view of property owners to the side of or above any property; the determination of the obstruction of view of any property owner shall be so-determined by the Association through the Architectural Committee and their findings shall be final and conclusive.
- 10.03.** No rubbish, brush, weeds, undergrowth, diseased or infected vegetation or debris of any kind or character shall ever be placed or permitted to accumulate upon any building site or portion thereof. Should the owner fail to keep said building site free of rubbish, brush, weeds, undergrowth, diseased or infected vegetation or debris of any character, the Association, after reasonable notice to the owner thereof of its intention to do so, may enter upon said building site and clean, spray, destroy and remove any rubbish, weeds, undergrowth, diseased or infected vegetation or debris of any character and keep the building site neat and in good order.
- 10.04.** The Association shall establish and assess the owner of the building site concerned the reasonable costs and expenses incurred for work performed by virtue of the Association's exercise of its rights under Article 10 and fix a date for payment and delinquency thereof, at which time the assessment shall become a lien upon, and enforceable and collectible by the Association against said building site and the improvements thereon in the same manner as provided in Article 11 herein with respect to the liens for annual assessment; provided, however, that any such liens shall be subject and subordinate to the lien of any bona fide mortgage or deed of trust executed in good faith. Notice of such cost assessment and payment date shall be given as provided in Article 11, Section 11.06 herein.

Article 11: Provision for Upkeep

- 11.01.** All said building sites shall be subject to an annual charge per building site and/or assessment per front foot as hereinafter specified.
- 11.02.** The annual charge per building site shall not exceed the sum of one hundred dollars (\$100.00). Assessments per front foot shall not exceed an annual rate of two dollars (\$2.00) per front foot.
- 11.03.** The Association shall have the sole authority to fix the annual per building site charge and any per front foot assessment subject to the foregoing limitations as to the amount thereof.
- 11.04.** The Association is empowered to expend said annual charges and assessments and any other moneys of the Association toward payment of the expenses of carrying out any or all of the purposes of the purposes set forth in its Articles of Incorporation, as may be amended, and in the exercise of its rights and powers set forth or implied in this Declaration.
- 11.05.** Each such annual charge and/or assessment shall be fixed on or about the first Monday in October for the current fiscal year commencing July 1 of one calendar year and ending June 30 of the next calendar year. Notice of such annual charge and/or assessment and the payment date thereof shall be given as provided in Section 11.06 below. The first such charge and/or assessment shall be due and payable upon the first Monday in November, 1959, and each

succeeding annual charge on the first Monday in November of each succeeding year. Each such charge and/or assessment shall become delinquent on the first Monday in December of the year in which it was fixed. At said time the charge or assessment shall become a lien upon and enforceable by the Association against each of said building sites and the improvements thereon until paid in full together with all penalties, interest at the rate of six per cent (6%) per annum and costs of collection and/or foreclosure thereof, including reasonable attorney's fees; provided, however, that any such liens shall be subject and subordinate to the lien of any bona fide mortgage or deed of trust executed in good faith. In order to protect and enforce said lien, a claim or lien must be filed with the County Recorder of Los Angeles County within sixty (60) days after the assessment has become delinquent. Such lien may be enforced by the Association in the manner provided by law with respect to a mortgage or other lien on real property. Upon payment in full of such lien, the Association shall execute and file for record a proper release of lien.

11.06. Notice, as required in the Declaration shall be given via regular mail. A 2nd notice prior to filing of lien shall be sent via certified, return receipt mail ten days prior to filing of lien.

(a) Such owner of record shall be the one indicated in the records of the County Recorder of Los Angeles County as owner at noon of the day upon which the annual charge and/or assessment, or other cost assessment is established; or if the notice is not one of charges and assessment then as owner at noon of the day upon which the Association orders due notice be given.

(b) Notice of charges and/or assessments shall be given at least three (3) days prior to the payment date.

(c) Notice shall be mailed to such owner of record at the address shown in the records of the Association for said owner, which address shall be obtained either from said county records or from said owner. If no address is available, then notice shall be mailed to the owner of record in care of the Association.

Article 12: Construction of Declaration

12.01. In construing this Declaration, or any part thereof, stipulations which are necessary to make this Declaration of Restrictions, or any of its terms or provisions, reasonable are implied.

12.02. The determination by any court that any of the provisions of this Declaration are unlawful or void shall not affect the validity of any of the other provisions hereof.

12.03. Damages are declared not to be adequate compensation for any breach of the provisions of this Declaration. Declarant contemplates the enforcement of such restrictions as part of the general plan of improvement, and not damages for the breach of such restrictions.

Article 13: Scope and Duration of Declaration

All of the conditions, restrictions and charges, set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as a part of a general plan of development, improvement, building, occupation and maintenance hereby adopted therefor by Declarant; and said conditions, restrictions and charges shall run with the land and continue and be in full force and effect, except as hereinafter provided and subject to the provisions of Article 14 hereof, until January 1, 1990 and shall, as then in force, be continued automatically and without further notice from that time for a period of twenty (20) years, and thereafter for successive periods of twenty (20) years each without limitation unless, within six (6) months prior to January 1, 1990, or within the six (6) months prior to the expiration of any successive twenty-year period thereafter, a written agreement executed by the then record owners of more than one-half of the building sites of said property subject to this Declaration, exclusive of streets, parks and open spaces, be placed on record in the office of the County Recorder of Los Angeles County, by the terms of which agreement any of said conditions, restrictions or charges, are changed, modified or extinguished in whole or in part as to all or any part of the property then subject thereto in the manner and to the extent therein provided. In the event that any such written agreement of change or modification be duly executed and recorded, the original conditions, restrictions and changes

as therein modified shall continue in force for successive periods of twenty (20) years each unless and until further changed, modified or extinguished in the manner herein provided.

Article 14: Changes, Cancellation and Annulment of Declaration

At any time after the 1st day of January, 1975, the owners of record of not less than eighty per cent (80%) of the building sites subject to this Declaration, may change, cancel and annul with respect to all such property, all or any of the conditions, restrictions and charges contained in this Declaration, and any supplement thereto, by an instrument in writing signed by said owners, which shall be placed on record in the office of the County Recorder of Los Angeles County.

Article 15: Violation of Declaration

- 15.01.** Violation of any of the conditions or restrictions herein contained shall give to Declarant and/or the Association the right to enter upon the property upon or as to which such violation exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the extent and meaning of the provisions hereof; and Declarant and/or the Association shall not thereby be deemed guilty of trespass for such entry, abatement or removal.
- 15.02.** The result of every act or omission whereby any condition or restriction herein contained is violated, in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by Declarant and/or the Association. In any legal or equitable proceeding by Declarant and/or the Association for the enforcement, or to restrain a violation, of this Declaration or any provisions hereof, the losing party or parties shall pay the attorney's or attorneys' fees of the winning party or parties in such amount as may be fixed by the Court in such proceeding. Such remedies shall be deemed cumulative and not exclusive. However, nothing contained in this Declaration or in any form of deed which may be used by Declarant or its successors or assigns in selling said property, or any part thereof, shall be deemed to vest of reserve in Declarant or the Association any right of reversion for breach or violation of any one or more of the provisions hereof, and any such reversionary right is hereby expressly waived by Declarant, its successors and assigns.

Article 16: Right to Enforce

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, the Association, and/or the owner or owners of any portion of said property, or their and each of their legal representatives, heirs, successors and assigns; and failure by Declarant, or by the Association, or by any other property owner, or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Article 17: Assignment of Powers

Any or all of the rights and powers and reservations of Declarant herein contained may be assigned to the Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights and powers and reservations assigned; and upon any such corporation or association evidencing its consent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein.

IN WITNESS WHEREOF, VISTA PARK HOMES NO. 4, a corporation, has caused its corporate name to be hereunto subscribed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed this 30th day of January, 1959.

VISTA PARK HOMES NO. 4
A corporation

By: RUSSELL KUBOVEC /s/
Vice-President

By: ALBERT MARKOFF /s/
Secretary

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES ss.

On January 30, 1959, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Russell Kubovec, known to me to be the Vice-President, and Albert Markoff, known to me to be the Secretary of Vista Park Homes No. 4, the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein 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.

/s/ LOUIS GOODMAN
Notary Public in and for said County and State.

SCHEDULE "A"

This Schedule is the Schedule "A" referred to in Article 4, of the foregoing and annexed Declaration of Restrictions, and is made a part thereof as therein provided.

DESCRIPTION OF PROPERTY

VISTA PARK HOMES NO. 4, a corporation, said Declarant, is the owner of the following described real property, lying and being in the City of Los Angeles, the County of Los Angeles, State of California, and more particularly described as follows, to-wit:

All of Lots numbered one (1) to one hundred five (105) inclusive, as said lots are laid out, delineated and so designated on the map of Tract 23753 filed in the Office of the County Recorder of said County of Los Angeles in Book 630, Pages 57 to 63, inclusive, which said property is subjected to the conditions, restrictions and charges specified in said Declaration of Restrictions.

CHART OF SETBACKS, ETC.

The following chart tabulates certain provisions of the annexed Declaration in their application to the building sites embraced within the above described property, all as provided in said Declaration. Said chart sets forth the application of said restrictions in the following particulars: (a) Principal street on which building site fronts; (b) Setbacks of principal structures from (1) principal street and (2) from side street; (c) Minimum square foot area of single family dwelling houses and (d) Maximum height of structures above ground level.

Where the "—" is used in the chart, it means "not affected by these restrictions."

Where the word "optional" is used in the chart, it means that with reference to any lot thus indicated, the determination of the principal street is optional with the owner of said lot.

	Column	SETBACKS		(c)	(d)
	(a)	(b)	(b)		
	Principal street on which building site fronts (Art. 1, #1.06)	From principal street (Art. 8, #8.01)	From side street	Minimum square foot area of single family dwelling house (Art. 4, #4.01)	Maximum height of building (Art. 4, #4.02)
1	Doheny Drive	10 ft.	—	2,000	16 feet
2	Doheny Drive	20 ft.	—	2,000	unlimited
3	Doheny Drive	20 ft. from PL	—	2,000	16 feet
4	Doheny Drive	20 ft.	—	2,000	unlimited
5	Doheny Drive	20 ft.	—	2,000	20 feet
6	Doheny Drive	20 ft.	—	2,000	unlimited
7	Doheny Drive	20 ft.	—	2,000	unlimited
8	Doheny Drive	20 ft.	—	2,000	20 feet
9	Doheny Drive	20 ft.	—	2,000	20 feet
10	Doheny Drive	20 ft.	—	2,000	20 feet
11	Doheny Drive	20 ft.	—	2,000	20 feet
12	Doheny Drive	20 ft.	—	2,000	16 feet
13	Doheny Drive	20 ft.	—	2,000	unlimited
14	Doheny Drive	20 ft.	—	2,000	16 feet
15	Doheny Drive	20 ft.	—	2,000	16 feet
16	Doheny Drive	20 ft.	—	2,000	16 feet
17	Doheny Drive	20 ft.	—	2,000	16 feet
18	Doheny Drive	20 ft.	—	2,000	20 feet
19	Doheny Drive	20 ft.	—	2,000	20 feet
20	Doheny Drive	20 ft.	—	2,000	unlimited
21	Doheny Drive	15 ft.	—	2,000	unlimited
22	Doheny Drive	20 ft.	—	2,000	20 feet
23	Doheny Drive	20 ft.	—	2,000	20 feet
24	Doheny Drive	20 ft.	—	2,000	16 feet
25	Doheny Drive	20 ft.	—	2,000	16 feet
26	Doheny Drive	20 ft.	20 ft.	2,000	16 feet
27	Swallow Drive	20 ft.	20 ft.	2,000	16 feet
28	Marcheeta Place	20 ft.	—	2,000	16 feet
29	Marcheeta Place	20 ft.	—	2,000	16 feet
30	Marcheeta Place	20 ft.	—	2,000	16 feet
31	Marcheeta Place	20 ft.	—	2,000	16 feet
32	Marcheeta Place	25 ft.	—	2,000	16 feet
33	Marcheeta Place	20 ft.	—	2,000	16 feet
34	Marcheeta Place	15 ft.	—	2,000	unlimited
35	Marcheeta Place	15 ft.	—	2,000	unlimited
36	Marcheeta Place	15 ft.	—	2,000	unlimited
37	Marcheeta Place	20 ft.	—	2,000	16 feet
38	Marcheeta Place	20 ft.	—	2,000	16 feet
39	Marcheeta Place	20 ft.	—	2,000	16 feet
40	Marcheeta Place	20 ft.	—	2,000	16 feet
41	Marcheeta Place	20 ft.	—	2,000	16 feet
42	Marcheeta Place	20 ft.	20 ft.	2,000	16 feet
43	Swallow Drive	20 ft.	20 ft.	2,000	20-26 feet
44	Swallow Drive	20 ft.	—	2,000	16 feet
45	Swallow Drive	20 ft.	—	2,000	20 feet
46	Swallow Drive	15 ft.	—	2,000	unlimited
47	Swallow Drive	15 ft.	—	2,000	unlimited

	Column	SETBACKS		(c)	(d)
	(a)	(b)			
	Principal street on which building site fronts (Art. 1, #1.06)	From principal street (Art. 8, #8.01)	From side street	Minimum square foot area of single family dwelling house (Art. 4, #4.01)	Maximum height of building (Art. 4, #4.02)
48	Swallow Drive	15 ft.	—	2,000	unlimited
49	Swallow Drive	20 ft.	—	2,000	16 feet
50	Swallow Drive	20 ft.	—	2,000	16 feet
51	Swallow Drive	20 ft.	—	2,000	16 feet
52	Swallow Drive	20 ft.	—	2,000	16 feet
53	Swallow Drive	15 ft.	—	2,000	16 feet
54	Swallow Drive	20 ft.	—	2,000	16 feet
55	Swallow Drive	20 ft.	—	2,000	16 feet
56	Doheny Drive	20 ft.	20 ft.	2,000	16 feet
57	Nightingale Drive	20 ft.	20 ft.	2,000	16 feet
58	Nightingale Drive	20 ft.	—	2,000	16 feet
59	Nightingale Drive	20 ft.	—	2,000	16 feet
60	Nightingale Drive	20 ft.	—	2,000	16 feet
61	Nightingale Drive	20 ft.	—	2,000	16 feet
62	Optional	20 ft.	20 ft.	2,000	16 feet
63	Nightingale Drive	20 ft.	—	2,000	16 feet
64	Nightingale Drive	20 ft.	—	2,000	16 feet
65	Nightingale Drive	20 ft.	—	2,000	16 feet
66	Nightingale Drive	20 ft.	—	2,000	16 feet
67	Nightingale Drive	20 ft.	—	2,000	16 feet
68	Nightingale Drive	15 ft.	—	2,000	unlimited
69	Nightingale Drive	15 ft.	—	2,000	unlimited
70	Nightingale Drive	20 ft.	—	2,000	16 feet
71	Nightingale Drive	20 ft.	—	2,000	16 feet
72	Nightingale Drive	20 ft.	—	2,000	16 feet
73	Nightingale Drive	20 ft.	—	2,000	16 feet
74	Nightingale Drive	20 ft.	—	2,000	16 feet
75	Nightingale Drive	20 ft.	—	2,000	16 feet
76	Nightingale Drive	20 ft.	—	2,000	16 feet
77	Nightingale Drive	20 ft.	—	2,000	16 feet
78	Nightingale Drive	20 ft.	—	2,000	16 feet
79	Nightingale Drive	20 ft.	—	2,000	16 feet
80	Nightingale Drive	20 ft.	—	2,000	16 feet
81	Nightingale Drive	20 ft.	—	2,000	16 feet
82	Nightingale Drive	20 ft.	—	2,000	16 feet
83	Doheny Drive	20 ft.	20 ft.	2,000	16 feet
84	Robin Drive	20 ft.	20 ft.	2,000	20-26 feet
85	Robin Drive	20 ft.	—	2,000	unlimited
86	Robin Drive	20 ft.	—	2,000	unlimited
87	Robin Drive	20 ft.	—	2,000	unlimited
88	Robin Drive	20 ft.	—	2,000	unlimited
89	Robin Drive	20 ft.	—	2,000	unlimited
90	Robin Drive	20 ft.	—	2,000	unlimited
91	Robin Drive	15 ft.	—	2,000	unlimited
92	Robin Drive	20 ft.	—	2,000	unlimited
93	Robin Drive	20 ft.	—	2,000	16 feet
94	Robin Drive	20 ft.	—	2,000	16 feet
95	Robin Drive	20 ft.	—	2,500	16 feet
96	Robin Drive	15 ft.	—	2,500	16 feet

	Column	SETBACKS		(c)	(d)
	(a)	(b)	(b)		
	Principal street on which building site fronts (Art. 1, #1.06)	From principal street (Art. 8, #8.01)	From side street	Minimum square foot area of single family dwelling house (Art. 4, #4.01)	Maximum height of building (Art. 4, #4.02)
97	Robin Drive	15 ft.	—	2,500	16 feet
98	Robin Drive	15 ft.	—	2,500	16 feet
99	Robin Drive	20 ft.	—	2,500	16 feet
100	Robin Drive	20 ft.	—	2,500	unlimited
101	Robin Drive	20 ft.	—	2,500	16 feet
102	Robin Drive	20 ft.	—	2,500	16 feet
103	Robin Drive	20 ft.	—	2,500	16 feet
104	Robin Drive	15 ft.	—	2,500	unlimited
105	Robin Drive	15 ft.	—	2,000	unlimited

VISTA PARK HOMES NO. 4

/s/ RUSSELL KUBOVEC
Vice-President

/s/ ALBERT MARKOFF
Secretary

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES ss.

On January 30, 1959, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Russell Kubovec, known to me to be the Vice-President, and Albert Markoff; known to me to be the Secretary of Vista Park Homes No. 4, the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein 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.

/s/ LOUIS GOODMAN
Notary Public in and for said County and State.
