

**BEVERLYWOOD HOMES
ASSOCIATION**

**AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS**

TABLE OF CONTENTS

	PAGE
ARTICLE 1 - THE DEVELOPMENT.....	1
Section 1.1 Property Subject To This Declaration	1
Section 1.2 Annexation of Additional Property.	1
Section 1.3 Purpose and Intent of Declaration.	1
ARTICLE 2 - DEFINITIONS.....	1
ARTICLE 3 - COMMON AREA.....	4
Section 3.1 Common Area Title.	4
Section 3.2 Maintenance of Common Area.	4
Section 3.3 Use and Enjoyment of Common Area.	5
Section 3.4 Delegation of Rights.	5
Section 3.5 Damage.	5
ARTICLE 4 - OWNERS' ASSOCIATION.....	5
Section 4.1 Organization of the Association.	5
Section 4.2 Membership.	5
Section 4.3 Voting Rights.	5
Section 4.4 Qualification of Directors.	6
Section 4.5 Administration of Development.	6
Section 4.6 General Powers and Authority.	6
Section 4.7 Board of Directors.	7
Section 4.8 Delegation of Duties.	7
Section 4.9 Indemnification for Performance of Duties.	7
Section 4.10 Financial and Other Reports and Information.	8
Section 4.11 Inspection of Books and Records.	8
Section 4.12 Insurance.	8
(a) Property Insurance.	8
(b) General Liability Insurance.	8
(c) Other Association Insurance.	9
(d) Trustee for Policies.	9
ARTICLE 5 - ASSESSMENTS AND COLLECTION PROCEDURES.....	9
Section 5.1 Covenant to Pay.	9
Section 5.2 Purpose of Assessments.	9
Section 5.3 Assessment Period.	10
Section 5.4 Regular Assessments.	10
Section 5.5 Special Assessments.	10
Section 5.6 Limitations on Assessments.	10
Section 5.7 Reserve Fund.	11
Section 5.8 Late Charges, Interest and Collection Costs.	11
Section 5.9 Enforcement of Assessments.....	11
(a) Lien.	11
(b) Notice of Delinquent Assessment.	11
(c) Enforcement of Lien.	11

Section 5.10	Statement of Assessment Status.	12
Section 5.11	Subordination.	12
Section 5.12	Notice of Default.	12
ARTICLE 6 - USE RESTRICTIONS AND COVENANTS		12
Section 6.1	No Subdivision.	12
Section 6.2	Residential Use Only.	12
Section 6.3	Common Area.	13
Section 6.4	Offensive Activity.	13
Section 6.5	Parking Restrictions.	13
Section 6.6	Rubbish.	13
Section 6.7	Pets.	13
Section 6.8	Exploration of Minerals.	13
Section 6.9	No Discrimination.	13
Section 6.10	Signs.	14
Section 6.11	Maintenance of Lots by Owners.	14
ARTICLE 7 - BUILDING RESTRICTIONS AND COVENANTS.....		15
Section 7.1	Residence Only.	15
Section 7.2	Improvement Changes.	15
Section 7.3	Character and Size of Buildings.	15
Section 7.4	Fences, Walls and Walks	16
Section 7.5	Setback and Location of Improvements.	16
Section 7.6	Timely Completion of Improvements.	16
ARTICLE 8 - ADDITIONAL COVENANTS		17
Section 8.1	Equitable Servitudes.	17
Section 8.2	Enforcement of Governing Instruments.	17
Section 8.3	Inspection; Certificate.	17
Section 8.4	Relationship to Provisions of the Los Angeles Municipal Code.	17
Section 8.5	Easements for Maintenance of Encroachments.	17
Section 8.6	Right of Entry.	17
Section 8.7	Suspension of Members; Penalties.	18
(a)	Suspension of Membership.	18
(b)	Monetary Penalty.	18
Section 8.8	Procedures - Notice - Hearings - Appeals.	18
(a)	Restricted Hearings.	18
(b)	Open Hearing.	18
(c)	Order of Association.	19
(d)	Noncompliance.	19
Section 8.9	Right of Lienholder.	19
ARTICLE 9 - ARCHITECTURAL AND DESIGN CONTROL		20
Section 9.1	Architectural and Design Approval.	20
Section 9.2	Design Review Committee.	20
Section 9.3	Design Review Criteria.	20
Section 9.4	Appeal to the Board of Directors.	21
Section 9.5	Non-Compliance.	21

ARTICLE 10 - EMINENT DOMAIN.....	21
Section 10.1 Sale to Condemning Authority.	21
Section 10.2 Distribution of Sales Proceeds.	21
Section 10.3 Taking and Condemnation Awards.	21
ARTICLE 11 - ANNEXATION OF ADDITIONAL PROPERTY	22
Section 11.1 Other Additions.	22
Section 11.2 Rights and Obligations of Owners of Annexed Property.	22
ARTICLE 12 - AMENDMENTS.....	22
Section 12.1 Amendments by Owners.	22
Section 12.2 Amendments Pursuant to Court Order.	22
Section 12.3 Amendment By Board Alone.	22
Section 12.4 No Amendment Permitted.	23
ARTICLE 13 - GENERAL PROVISIONS	23
Section 13.1 Term.	23
Section 13.2 Remedies.	23
Section 13.3 Non-Waiver.	23
Section 13.4 Severability.	23
Section 13.5 Liberal Interpretation of Declaration.	23
Section 13.6 Construction and Integration of Conditions and Restrictions.	23
Section 13.7 Discretionary Authority.....	23
Section 13.8 Successors and Assigns.	24
Section 13.9 Joint and Several Liability.	24
Section 13.10 Notice and Delivery.	24
Section 13.11 Notification of Sale of Lot.	24
Section 13.12 Limitation of Liability.	24
Section 13.13 Number and Headings.	24
Section 13.14 Governing Law.	24
Section 13.15 Effective Date.	24
Section 13.16 Nonconforming Structures and Uses.....	25
SCHEDULE A" - CHART OF USES, SETBACKS, ETC.:.....	28
EXHIBIT "A"	66
EXHIBIT "B".....	68

BEVERLYWOOD HOMES ASSOCIATION

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of this 28th day of December, 1993, by the BEVERLYWOOD HOMES ASSOCIATION, a California nonprofit corporation (the "Association") on behalf of the owners of the property listed on Exhibit A hereto (hereinafter referred to collectively as "Owners").

WITNESSETH:

WHEREAS, Beverly-Arnaz Land Company, a California corporation, on the first day of February, 1940, made and executed a certain Declaration of Restrictions, recorded on February 19, 1940 in the office of the County Recorder of Los Angeles County, State of California, in book 17326 of Official Records at pages 1 *et seq.* thereof, which Declaration, as amended and supplemented ("Declaration"), subjected the property listed on Exhibit A hereto (the "Property") to certain conditions, restrictions and charges as set forth therein; and

WHEREAS, in accordance with California Civil Code Section 1356, the record owners of more than one-half of the Property subject to said Declaration, after notice and vote of a majority of the members of the Association, desire to amend and restate the Declaration in toto, as hereinafter set forth and such amendment has been approved by the Superior Court of the County of Los Angeles, as set forth in Exhibit "B".

NOW, THEREFORE, the Owners hereby declare that all of the Property is and shall continue to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the declarations, limitations, covenants, conditions, restrictions, reservations, rights and easements set forth in the Declaration, as amended and restated by this instrument, and as may be amended and supplemented from time to time, all of which are declared and agreed to be in furtherance of a general plan established for the purpose of enhancing and perfecting the value, desirability, safety and attractiveness of the Development (as defined below). All covenants and restrictions set forth in this Declaration shall constitute covenants running with the land and enforceable equitable servitudes upon the Property, and are to be binding on and for the benefit of all of the Property and all parties having or acquiring rights, title, or interest in all or any part of the Property, including the heirs, executors, administrators, assigns of these parties and all subsequent Owners and lessees of all or any part of any Lot (defined below) in the Development.

ARTICLE 1 THE DEVELOPMENT

Section .1 Property Subject To This Declaration. The real property subject to this Declaration is situated in Los Angeles, California, and is more particularly described in Exhibit "A" which is annexed hereto, incorporated herein by reference, and made a part hereof.

Section .2 Annexation of Additional Property. Additional property may be annexed to the Development, but only as provided in Article 11 of this Declaration.

Section .3 Purpose and Intent of Declaration. The purpose and intent of this Declaration is to:

- (a) Further a general plan of enhancing and perfecting the value, desirability, safety and attractiveness of the Development;
- (b) Maintain the residential and neighborhood character of the Development;
- (c) Provide for the security of the person and property of the Members;
- (d) Maintain the Common Areas and to provide for their use and accessibility for all of the Members;
- (e) Maximize the value of the Lots in the Development; and
- (f) Protect the privacy of the Members.

This Declaration shall be implemented and interpreted to give effect to the foregoing.

ARTICLE 2

DEFINITIONS

Whenever the following terms are used in this Declaration, they shall be construed as defined in this Article. Words and phrases not defined herein shall be construed as commonly understood.

Section .1 "Articles" means the Articles of Incorporation of the Association and any amendments to the Articles that are or shall be filed in the Office of the Secretary of State of the State of California.

Section .2 "Association" means the Beverlywood Homes Association, a California nonprofit mutual benefit corporation or such other incorporated association substituted therefore, consisting of the Members, which entity shall have the duty of maintaining, operating, and managing the Common Area of the Development, enforcing this Declaration and otherwise acting in the manner and to the extent provided for herein.

Section .3 "Board" means the Board of Directors of the Association.

Section .4 "Buildable Area" means the area of a Lot other than the Setback Areas.

Section .5 "Bylaws" means the Bylaws of the Association and any amendments to the Bylaws that are or shall be adopted by the Board.

Section .6 "Cause" means conduct which constitutes fraud, bad faith, negligence, misconduct or breach of fiduciary duty.

Section .7 "Common Area" means those portions of the Development owned by the Association for the common use and enjoyment of the Owners. This Common Area includes the parcels listed on Schedule B, and any other parcels designated as "Common Area" in any supplemental declaration recorded pursuant to the annexation provisions of Article 11 of this Declaration.

Section .8 "Committee" shall mean the Design Review Committee established pursuant to Section 8.2.

Section .9 "Consent" means the consent of the Association to do the act or thing for which the consent is solicited, or the act of granting such consent, as the context may require.

Section .10 "Declaration" means this Declaration, as the same may be amended, supplemented, modified, or changed from time to time.

Section .11 "Development" means the Property, the Common Area, any additional real property annexed to the Development pursuant to Article 11 of this Declaration, all other areas within the boundaries of the Development, and all improvements thereon.

Section .12 "Family" means a social unit living as one household, such as an individual, all individuals legally related to such Person and household employees (such as maids, "au pairs," nannies), and persons not legally related to such Person, other than a tenant, who is nevertheless living with such Person as a single household. Notwithstanding the foregoing, housemates shall constitute part of a Family so long as such use does not constitute a Rooming House.

Section .13 "First Floor" means the floor of a Residence at the same elevation as the entrance to the Residence fronting a public street.

Section .14 "Floor Area" means that portion of a Residence constituting habitable area, including, but not limited to, halls, closets and internal stairs, but shall not include attic storeroom, a garage, basement storeroom, equipment room or similar space.

Section .15 "Frontage" means that portion of the perimeter of a building or structure which fronts on a public street or on a courtyard that is accessible from a public street.

Section .16 "Governing Instruments" means this Declaration, the Articles and Bylaws of the Association, and any Rules and Regulations of the Association.

Section .17 "Ground Level" or "Grade" means the elevation of the closest portion of the ground to each portion of the structure.

Section .18 "Guest" means any and all Persons deriving rights from the Owner, including but not limited to the Owner's Family, relatives, guests,

invitees and employees.

Section .19 "Improvement" means any improvement or structure on a Lot, such as a Residence, garage, outhouse, wall, fence, storage shed, car port, pool, tennis court, driveway, stairs or other hardscape.

Section .20 "Interest Rate" means the rate of interest per annum as set by the Board at the commencement of each fiscal year of the Association or if not so set, then two (2) percentage points above the prevailing prime rate of interest on such date as quoted in the Wall Street Journal, or if not so quoted, then as quoted by similar publication selected by the Board, but in no event more than the maximum legal rate then permitted by law.

Section .21 "Law" means the Davis-Stirling Common Interest Development Act, California Civil Code Section 1350 et seq., and to the extent applicable, the Non-Profit Mutual Benefit Corporation Law, Section 7110 et seq. of the California Corporations Code, as such statutes are in effect on the date hereof, or as amended hereafter, or the corresponding provisions of any succeeding law or laws, as well as any other laws, rules and regulations applicable to the Association as a common interest development, non-profit mutual benefit corporation, such as the Development, but only to the extent any such amendment, succeeding law or other laws, shall apply to common interest developments or mutual benefit corporations, formed prior to the effective date of such amendment or succeeding law.

Section .22 "Lot" means any plot of land or parcel in the Development that is not a part of the Common Area, Streets or public parcels as shown on any recorded Subdivision Map for the Development or any supplemental declaration recorded pursuant to Article 11 of this Declaration; provided, however, that such parcel, if composed of a portion of a Lot or portions of two or more contiguous Lots, shall have a principal Frontage of not less than fifty (50) feet, and area of at least five thousand (5,000) square feet.

Section .23 "Majority Vote of the Members" means the majority of votes cast for such action, as opposed to a "Membership Vote," which means, at the time of any vote by the Members under the terms of this Declaration, any number of Members who own in the aggregate more than fifty percent (50%) of all Lots voting in favor of the action. Such terms shall be consistently applied to situations where votes of larger percentages are required for action under the Governing Instruments.

Section .24 "Manager" means any person or entity appointed by the Board to manage the Development.

Section .25 "Member" means every Person entitled to membership in the Association as provided herein.

Section .26 "Mortgage" means a recorded mortgage or deed of trust encumbering a Lot or any other portion of the Development. "First Mortgage" means a Mortgage that has priority over all other Mortgages encumbering the same Lot or other portion of the Development.

Section .27 "Mortgagee" means a Person to whom a Mortgage is made and includes the beneficiary of a deed of trust and any guarantor or insurer of a mortgage. "Institutional Mortgagee" means a mortgagee that is a financial intermediary or depository, such as a bank, savings and loan, or mortgage company, that is chartered under federal or state law and that lends money on the security of real property or invests in such loans, or any insurance company or governmental agency or instrumentality, including the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), and the Government National Mortgage Association (GNMA). The term "Beneficiary" shall be synonymous with the term "Mortgagee."

Section .28 "Mortgagor" means a Person who mortgages his, her, or its property to another (i.e., the maker of a mortgage), and shall include the trustor of a deed of trust. The term "Trustor" shall be synonymous with the term "Mortgagor."

Section .29 "Notice" or "Notification" means a writing, containing the information required by this Declaration to be communicated to any Person in accordance with Section 13.10.

Section .30 "Owner" means the record holder or holders of record fee title to a Lot, and any contract owners under recorded contracts of sale, as recorded in the Los Angeles County Recorder's Office and the records of the Association. "Owner" shall not include any Persons who hold an interest in a Lot merely as security for performance of an obligation.

Section .31 "Penalty Assessments" means an assessment against a particular Owner, as established by the Board pursuant to Section 8.7, for violation of the Governing Instruments.

Section .32 "Person" means a natural individual, a trust, a partnership, a corporation, or any other entity with the legal right to hold title to real property.

Section .33 "Property" means the real property described in Exhibit "A" hereto and any additional property annexed to the Development pursuant to Article 11 hereof.

Section .34 "Residence" or "Residential" shall mean a structure intended for human habitation or used for such purpose, as the context may require. Residence shall include both the main portion of such structures and all projections therefrom, such as bay, bow or oriel windows, exterior chimneys, covered porches or porticoes and the like, including garages incorporated in and forming a part thereof, but shall not include the eaves of such structures, nor any open pergola, nor any uncovered porch, stoop or steps the balustrades or sides of which do not extend more than three (3) feet above the First Floor of such structure.

Section .35 "Rooming House" means a Residence occupied by two or more Persons who are not legally related and for which two or more pay rent for the right to reside in such Residence.

Section .36 "Rules and Regulations" means any Rules and Regulations regulating the use of the Common Area, other areas of the Development, interpreting the Declaration, and other aspects of the operation of the Association, as such may be adopted from time to time by the Association pursuant to Section 4.6 of this Declaration.

Section .37 "Setback" means the minimum distance between any Improvement or other relevant structure and a given Street property line or other demarcation, as indicated with respect to each Lot in the chart on Schedule A hereto or otherwise referenced in this Declaration.

Section .38 "Setback Area" means the portion of a Lot from the Street, property line or other demarcation to the distance specified as the Setback; such area is restricted in that no Improvement, hedgerow or reasonably similar impediment to open space may be placed, except as otherwise permitted in this Declaration.

Section .39 "Special Lot Assessment" shall mean an assessment against a particular Lot pursuant to Sections 6.11, 7.6, or 8.6.

Section .40 "Street" means any street, highway or other thoroughfare, whether designated as street, avenue, boulevard, place, drive, road, terrace, way, lane, circle or otherwise, and the parkway, sidewalk and other adjacent property belonging to the public.

Section .41 "Street Frontage" means that portion of a Lot which borders on a Street.

Section .42 "Subdivision Map" means the recorded subdivision map(s) for the Development and any subdivision map recorded in connection with the annexation of additional real property to the Development pursuant to Article 11 of this Declaration.

Section .43 "Transfer" means, when used as a verb, to sell, transfer, assign, subject to a security interest or otherwise dispose of in any manner whatsoever, and when used as a noun, any sale, transfer, assignment, creation of a security interest or other disposition of any nature whatsoever.

Section .44 "Transferee" means any purchaser, transferee or assignee of a Lot, or any holder of a security interest in a Lot or any Person who acquires a Lot upon foreclosure of such security interest.

Section .45 "Transferor" means any Owner who sells, transfers, assigns, subjects to a security interest or otherwise disposes of a Lot in any manner whatsoever.

ARTICLE 3 COMMON AREA

Section .1 Common Area Title. The parcels listed on Schedule B hereto are owned by the Association for the benefit of the Members. Such parcels shall be and are hereby restricted for use only as park-like strips and areas for planting, ornamental and related purposes, and no Improvement other than fountains, ornamental gates, fences, walls, walkways, and similar park-like improvements excepted, shall at any time be erected on said parcels or any of them, nor shall any driveway or street be constructed or maintained over or through said parcels or any of them, but such restriction shall not be deemed or construed as a present dedication of said parcels to the public or to any Owner for park or other purposes.

Section .2 Maintenance of Common Area. The Association, acting through the Board, shall own, control, operate, maintain, repair, and replace the Common Area and its Improvements, or contract for the performance of that work, subject to the provisions of Article 10 of this Declaration pertaining to eminent domain, and Section 3.5 of this Declaration relating to damage caused by Owners. The Association shall also have the exclusive right and duty to acquire and maintain any furnishings and equipment for the Common Area that it determines are necessary and proper.

Section .3 Use and Enjoyment of Common Area. The Owners' rights of use and enjoyment of the Common Area shall be subject to the restrictions set forth in the Governing Instruments, including the following: the right of the Association to reasonably limit the number of Members, Guests and others using the Common Area; the right of the Association to reasonably restrict access to areas of the Common Area not appropriate for use by the Members and their Guests, such as landscaped areas, fountains, equipment rooms and similar areas; the right of the Association to suspend the right of any Owner, and any and all Guests of such Owner, to use and enjoy the Common Area for any period during which the Owner is delinquent in the payment of any assessment, in breach of any provision of the Governing Instruments, or has violated the Rules and Regulations for use of the Common Area; the right of the Association to cause the construction of additional Improvements in the Common Area (as permitted hereunder), or to cause the alteration or removal of existing Improvements in the Common Area; the right of the Association to grant, consent to, or join in the grant or conveyance of easements, licenses, or rights-of-way in, on, or over the Common Area for the purpose of constructing, installing, or maintaining necessary utilities and services, and each Owner, expressly consents to these easements; however, no such easement can be granted if it would interfere with any Owner's use, occupancy, or enjoyment of his or her Lot. Use by non-Members, other than Guests, is prohibited.

Section .4 Delegation of Rights. An Owner who has sold his or her Lot to a contract purchaser or who has leased or rented his or her Lot shall be entitled to delegate his or her rights to use and enjoy the Common Area to any contract purchaser or tenant who resides in the Owner's Lot, subject to reasonable regulation by the Board. If the Owner makes such a delegation of rights, the Owner and his or her Guests, other than the designated contract purchaser or tenant, shall not be entitled to use and enjoy the Common Area for so long as the delegation remains effective.

Section .5 Damage. Each Owner shall be liable to the Association for any damage to the Common Area or to any equipment or improvements thereon which may be sustained by reason of the negligence or willful misconduct of said Owner or of his or her Guests, both minor and adult. Said Owner shall be assessed by the Board for the cost of repair or replacement thereof, together with costs and attorneys' fees, such assessment to be due and payable within thirty (30) days after written notice thereof. In the event of personal injury or property damage sustained by any person by reason of such act, and in the further event any other Owner or the Association shall be sued or a claim made against him or it for said injury or damage, said Owner(s) shall fully indemnify and hold harmless any such other Owner and/or the Association against whom such claim shall be made. Said Owner(s) shall further defend any such other Owners and/or the Association, at the expense of such Owner in the event of litigation of such claim, provided that such protection shall not extend to any other Owner whose own negligence may have caused or contributed to the cause of any such injury or damage. In the case of joint ownership of a Lot, the liability of the co-owners shall be joint and several, unless the co-owners and the Association have agreed in writing to an alternative allocation of liability.

In the event the Association intends to hold an Owner liable as aforesaid, the Owner shall be entitled to a hearing on the matter in accordance with Section 8.8(a).

ARTICLE 4 OWNERS' ASSOCIATION

Section .1 Organization of the Association. The Association is incorporated under the name of Beverlywood Homes Association, as a nonprofit corporation organized under the California Nonprofit Mutual Benefit Corporation Law.

Section .2 Membership. Every Owner, upon becoming an Owner, shall automatically become a Member of the Association and membership shall automatically cease when the Owner no longer holds an ownership interest in a Lot, all without any further documentation of any kind. Ownership of a Lot is the sole qualification for membership. Each Member shall have the rights, duties, privileges, and obligations set forth in the Governing Instruments. All memberships shall be appurtenant to the Lot conveyed, and cannot be transferred, assigned, conveyed, hypothecated, pledged, or alienated except as part of a Transfer of the Owner's entire ownership interest, and then only to the Transferee. Any Transfer that attempts to sever those component interests shall be void as if it never had been made.

Section .3 Voting Rights. All voting rights of the Members shall be subject to the following restrictions, limitations, and requirements:

- (a) Except as provided in this Article, on each matter submitted to a vote of the Owners, each Owner shall be entitled to cast one

vote for each Lot owned.

(b) Fractional votes shall not be allowed. When there is more than one record Owner of a Lot ("co-owners"), all of the co-owners shall be Members, but only one of them shall be entitled to cast the single vote attributable to the Lot. Co-owners shall designate in writing one of their number to vote. If no such designation is made or if it is revoked, the co-owners shall decide among themselves, by majority vote, how that Lot's vote is to be cast. Unless the Board receives a written objection in advance from a co-owner, it shall be conclusively presumed that the voting co-owner is acting with the consent of his or her co-owners. No vote shall be cast for the Lot on a particular matter if a majority of the co-Owners present in person or by proxy cannot agree on a vote.

(c) No Owner shall be entitled to cumulate votes at any election of Directors.

(d) The Bylaws of the Association, together with applicable Law and such rules of parliamentary procedure adopted from time to time of the Board, shall govern the timing, notice, quorum and other aspects of all meetings of Members.

(e) Member shall cast votes at a meeting, in person, by written proxy or by signed writing directing the manner in which the Member desires that the vote be cast, which writing must be received prior to such a meeting or to utilize without a meeting by a signed writing directing the manner in which a Member desires that his vote be cast, which writing must be received by the Association prior to the day upon which the votes of Members are to be counted. Only votes of Members of record on the notice date, as established by the Board, whether at a meeting or otherwise, shall be counted.

(f) The laws of the State of California pertaining to the use of corporate proxies shall govern the validity and use of proxies given by Members.

(g) Any action which may be taken by Members at a meeting may be taken without a meeting if a Consent in writing, setting forth the actions to be taken, is signed by Members having not less than the minimum number of Members that would be necessary to authorize or take the action at a meeting. Any such consent may be signed in counterpart.

Section .4 Qualification of Directors. All directors of the Association shall be Members (Owners) as of the record date fixed for the election of the Board and at all times when such Person is serving as a director. Any director who subsequently ceases to be a Member shall be deemed to have automatically resigned as an officer and director of the Association as of the date by which said Person ceased to be an Owner. In addition to the foregoing, in order to assure sufficiently diverse representation on the Board, in the event of co-ownership of a Lot, no more than one Owner from any one Lot may be a member of the Board or an officer of the Association. In the event a group of Owner's co-own, either together or with others, more than one (1) Lot, only one Owner from such "group" may be a director or officer of the Association.

Section .5 Administration of Development. The Owners and each of them, together with all parties bound by this Declaration, covenant and agree that the administration of the Association and Development shall be in accordance with the provisions of the Governing Instruments, and amendments, changes, and modifications thereto as may be enacted from time to time. In the event of any inconsistency between the provisions of this Declaration and provisions of the other Governing Instruments, the provisions of this Declaration shall prevail.

Section .6 General Powers and Authority. The Association, acting through its officers and directors, shall have all the powers of a nonprofit mutual benefit corporation organized under the California Nonprofit Mutual Benefit Corporation Law, as well as such powers and duties conferred upon it in the Governing Instruments, subject to any limitations set forth in the Governing Instruments, or by Law, and except for actions or activities expressly set forth in the Governing Instruments or the Law, as requiring the vote or assent of Members of the Association or a given percentage thereof.

With respect to the foregoing, the Association may perform all acts that may be necessary for or incidental to the performance of the obligations and duties imposed upon it by the Governing Instruments, by Law or in any way reasonably in furtherance of enhancing and perfecting the value, desirability, safety and attractiveness of the Development. Its powers and duties shall include, but are not limited to, the following:

(a) To establish, fix, levy, collect, and enforce the payment of assessments, penalties and other charges against the Owners in accordance with the provisions of the Governing Instruments or by Law.

(b) To adopt reasonable Rules and Regulations governing the use of all public and private areas within the boundaries of the

Development, including but not limited to public Streets and parkways, as well as issuing Rules and Regulations where directed in this Declaration, as well as interpreting this Declaration where deemed appropriate, provided such Rules and Regulations are not inconsistent with this Declaration and provided such Rules and Regulations are reasonably related to the use of the Development, Common Area or Lots, even if such may be more restrictive than local law. By way of example, such Rules and Regulations may include, but are not limited to: reasonable restrictions on use by the Owners and their Guests of the Common Area; reasonable restrictions on the number and placement of real estate broker signage on Streets, parkways and other areas, public or private, within the Development; interpretation of this Declaration; reasonable restrictions on the conduct of the Owners and their Guests with respect to automobile parking, outside storage of boats, trailers, bicycles, and other objects, disposal of waste materials, drying of laundry, control of pets, and other activities which, if not so regulated, might detract from the appearance of the community or offend or cause inconvenience or danger to persons residing or visiting therein. A copy of the current Rules and Regulations, if any, shall be distributed to the Members at least annually. If any provision of the Rules and Regulations conflicts with any provision of the other Governing Instruments, the other Governing Instruments shall control to the extent of the inconsistency.

- (c) To institute, defend, settle, or intervene in litigation, arbitration, mediation, or administrative proceedings in its own name as the real party in interest and without joining with it the Owners.
- (d) To enforce the applicable provisions of this Declaration and the other Governing Instruments against the Owners; to receive complaints regarding violations of the Governing Instruments; to discipline Members as provided in this Declaration; impose monetary penalties; and to temporarily suspend the use privileges and voting rights of Members who violate said Governing Instruments as described in Section 8.7.
- (e) To pay all expenses of the Association, including but not limited to taxes and assessments which are or could become a lien on the Common Area or some portion thereof, premiums on insurance, the costs to operate, maintain, repair, and replace the Common Area and its improvements, and all landscaping thereon, the services of any personnel that the Board determines are necessary or proper for the operation of the Association, out-of-pocket expenses of the Board relating to the operation of the Association, legal and accounting fees, fees of any Manager, and a reasonable reserve for contingencies with respect to the Common Area;
- (f) To elect officers of the Association;
- (g) To fill vacancies on the Board, except for a vacancy created by the removal of a Director;
- (h) To contract for materials and/or services in accordance with this Declaration; provided, however, the term of any agreement with a Manager or for any other Person for services or goods furnished to the Association shall not exceed one year, renewable by agreement of the parties for successive one-year periods, except with approval of a Majority Vote of the Members, and except that lease agreements for equipment be limited to a term of five (5) years without Majority Vote of Members. Such agreements not requiring the approval of Members shall be terminable by either party (1) for cause on thirty (30) days written notice and (2) without cause on the payment of a termination fee on ninety (90) days written notice;
- (i) To enter on any privately owned Lot where necessary in connection with construction, maintenance, or repair for the benefit of the Common Area or the Owners in common or to enforce the Declarations.
- (j) To prepare, or cause to be prepared, the financial information required in Section 4.10;
- (k) To acquire and hold, for the benefit of the Association, tangible and intangible personal property and to dispose of same by sale or otherwise; and
- (l) To be the nonexclusive spokesperson and the representative of the Owners before such federal, state and local government bodies and agencies as the Board deems necessary or proper in furtherance of the intent and purpose of this Declaration.

Section .7 Board of Directors. The affairs of the Association shall be managed and its duties and obligations performed by an elected Board of Directors, as provided in the Governing Instruments.

Section .8 Delegation of Duties. The Association, acting through the Board, shall have the power to delegate its authority, duties, and responsibilities to its officers, employees, committees, or agents, including a Manager.

Section .9 Indemnification for Performance of Duties. Every director, officer, and Member of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities, including reasonable attorney's fees, actually or necessarily incurred by or imposed upon him in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature, in which he may be involved as a party or otherwise, by reason of his having been an officer or Member of the Association, whether or not he continues in such capacity at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally adjudged in such claim, action, suit, proceeding, investigation, or inquiry to be liable for willful misconduct or negligence toward the Association in the performance of his duties or, in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such Person may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such Person.

Section .10 Financial and Other Reports and Information.

(a) The Association shall prepare a pro forma operating budget for each fiscal year showing the estimated revenues, expenses and revenues of the Association, and shall distribute a copy of the budget to each Owner not less than forty-five (45) and not more than sixty (60) days before the beginning of the fiscal year. To the extent the Law requires the Association to include additional information in such budget or otherwise to prepare the budget in a particular manner, the Association shall so comply. As an alternative to the foregoing distribution of the budget, the Association may elect to do all of the following in the manner required by statute: distribute a summary of the budget to each Owner, make the budget available for inspection at a designated location, and provide copies of the budget to Owners on request and at the expense of the Association.

(b) Within one hundred twenty (120) days after the close of each fiscal year, the Association shall prepare and distribute to the Owners an annual report consisting of the following: a balance sheet as of the end of the fiscal year; an operating (income) statement for the fiscal year; a statement of cash flows for the fiscal year; and a copy of the review of the annual report prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy. If this report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statement was prepared without independent audit or review of the books and records of the Association.

(c) At least annually, the Association shall prepare and distribute to the Owners a statement describing the Association's policies and practices in enforcing lien rights or other legal remedies for default in payment of assessments against Owners.

(d) The Association shall provide any Owner with the following documents within ten (10) days of the mailing or delivery of a written request therefor:

(1) A copy of the Governing Instruments.

(2) A copy of the most recent financial statement distributed pursuant to Subsection (a) above.

(3) A written statement from an authorized representative of the Association specifying (i) the amount of any assessments levied on the Owner's Lot that are unpaid on the date of the statement; and (ii) the amount of late charges, penalties, interest, costs of collection or other charges that, as of the date of the statement, are or may be made a lien on the Owner's Lot pursuant to Section 5.9 of this Declaration. The Association may charge the Owner a reasonable fee to prepare and reproduce those requested items.

Section .11 Inspection of Books and Records. The membership register, books of account, minutes of meetings of Members, of the Board, and of committees of the Board, shall be made available for inspection and copying by any Member of the Association or by his duly appointed representative at any reasonable time, and for a purpose reasonably related to his interest as a Member, at the office of the Association. The Board shall establish reasonable rules with respect to: (a) notice to be given the custodian of records by the Member desiring to make the inspection; (b) hours and days of the week when such inspection may be made; and (c) payment of costs for reproducing documents required by a member. Every director of the Association shall have the absolute right at any reasonable time to inspect the books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

Section .12 Insurance.

(a) Property Insurance. The Association may obtain and maintain a policy or policies of property insurance, either extended coverage endorsement or all risk for direct physical loss (with or without earthquake) for the full value or replacement value of the improvements in the Common Area and offices of the Association for damage or destruction by fire and other casualties. The amount and types of coverage shall be determined by the Board. This insurance shall be maintained for the benefit of the Association and the Owners.

(b) General Liability Insurance. The Association shall obtain and maintain a policy or policies insuring the Association, Manager, Owners, and the Owners' Guests and their agents against any liability for bodily injury, death, and property damage arising from the activities of the Association and its Members, with respect to the Common Area. Limits of liability under the insurance shall not be less than One Million Dollars (\$1,000,000) covering all claims for death, personal injury, and property damage arising out of a single occurrence. The limits and coverage shall be reviewed at least annually by the Board and increased in its discretion.

(c) Other Association Insurance. The Association shall purchase and maintain workers' compensation insurance to the extent necessary to comply with any applicable laws. The Association also shall purchase and maintain fidelity bond coverage which names the Association as an obligee, for any person or entity handling funds of the Association, whether or not such persons or entities are compensated for their services. This coverage shall be in an amount that is at least equal to the estimated maximum of funds, including reserve funds, in the custody of the Association or the Manager at any given time during the term of each bond. However, the aggregate amount of these bonds must not be less than one hundred fifty percent (150%) of each year's estimated annual operating expenses and reserves. The Association may also purchase and maintain a directors and officers errors and omissions policy and such other policies of insurance as the Board deems to be reasonable and proper for the operation of the Association. The amount and types of additional coverage shall be determined by the Board.

(d) Trustee for Policies. The Association, acting through its Board, is hereby appointed and shall be deemed trustee of the interests of all named insured under all insurance policies purchased and maintained by the Association. All insurance proceeds under any of those policies shall be paid to the Board as trustee. The Board shall use the proceeds for any of the purposes specified in this Declaration. The Board also is authorized to negotiate loss settlements with the appropriate insurance carriers, to compromise and settle any claim or enforce any claim by any lawful action, and to execute loss claim forms and release forms in connection with such settlements and to take or refrain from taking any other action it deems appropriate.

ARTICLE 5

ASSESSMENTS AND COLLECTION PROCEDURES

Section .1 Covenant to Pay. Each Owner, and each subsequent Owner, by acceptance of the deed to a Lot, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges; (2) special assessments; (3) Special Lot Assessments; and (4) Penalty Assessments, levied pursuant to Section 8.7. Such assessments shall be fixed, established, and collected from time to time, as hereinafter provided. The regular and special assessments and Special Lot Assessments, but not the Penalty Assessments, unless otherwise permitted by Law, together with late charges, interest, collection costs, penalties, and reasonable attorneys' fees thereon, as hereinafter provided, shall be a charge on the land and a continuing lien on the Lot against which each such assessment is made, which lien shall be created and enforced in accordance with the provisions of this Article 5. Each such assessment, and all other assessments, including Penalty Assessments, levied in accordance with this Declaration, together with late charges, interest, collection costs, penalties, and reasonable attorneys' fees thereon, shall also be the joint and several personal obligation of each person who was the Owner of such Lot when the assessment fell due. The Owner may not waive or otherwise escape liability for these assessments by nonuse of the Common Area, abandonment of the Owner's Lot, alleged or actual breach of this Declaration by the Association or any other Owner, set off or any reason whatsoever; provided, however, nothing herein shall prevent the Association from waiving such payment in the interests of fairness and justice after Notice and hearing in accordance with Section 8.8(a).

Section .2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Members and their Guests, for the operation, acquisition, replacement, improvement, protection and maintenance of Association property, and facilities, improvements, landscaping, and structures located thereon and to any matter reasonably related to the enhancement and perfection of the value, desirability, safety and attractiveness of the Development, whether such expenditure be associated with public or private property, Association property, or otherwise, and providing for the performance by Board of each and every one of the powers and duties of said Board, under this Declaration, including but not limited to the payment of the cost of any or all of the following:

(a) Erecting, improving or maintaining statues, fountains and other ornamental features, playgrounds and recreation facilities now existing or which may hereafter be erected on the Common Area or on the streets therein or bordering thereon;

- (b) Improving or maintaining such streets, parks and other open spaces, including all grass plots and other planted areas within the lines of said streets, now existing or hereafter created, in or bordering upon the Common Area as shall be maintained for public use or for the general use of the Owners of Lots and their successors in interest, insofar as such costs are not adequately provided for by municipal authority;
- (c) Acquiring land for parks, playgrounds, tennis courts, and a site for a community clubhouse, for the general use of Members, if so approved in accordance with Article 11;
- (d) At its option, caring for vacant, unimproved or unkept Lots and plots, removing grass and weeds therefrom, and any other things necessary or desirable in the judgment of the Association to keep said property and the Development neat and in good order;
- (e) Providing community private security protection;
- (f) Incurring and paying any expenses incident to the enforcement of the restrictions, conditions, covenants, charges and agreements contained in this Declaration, and the collection of the charges or assessments provided for in this in this Declaration, including the expense incident to the examination and approval of plans and specifications as hereinbefore provided, and such supervision of construction as may be necessary to insure compliance with said plans and specifications, and including also the expenses and compensation, if any, of the Design Review Committee appointed as hereinafter provided;
- (g) Incurring and paying office expenses incident to the conduct of the business of the Association, including the services of any personnel or the cost of leasing any office, storage or other premises that the Board determines necessary or proper for the operation of the Association or enforcement of this Declaration; and paying any and all licenses, franchise taxes or other taxes or assessments levied against the Association, insurance premiums, water, sewer, garbage, electrical, telephone, gas, and other necessary utility service for the Common Area or the Association office or property, and legal, accounting and other services necessary or proper in the operation of the Common Area, the Association or the enforcement of this Declaration.

Section .3 Assessment Period. The fiscal year for the Association shall be June 30, unless the Board decides otherwise. The regular assessment period shall commence on July 1 and terminate on June 30 of each year.

Section .4 Regular Assessments. Within sixty (60) days prior to the beginning of each calendar year, the Board shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements, with adjustments made for any expected income and surplus from the prior year's fund. The estimated cash requirement shall be assessed to each Owner according to an annual charge or assessment per foot of Street Frontage of each Lot, except the \$85 per Lot charge in effect on the date of this Declaration shall continue to be assessed on such per Lot basis. For the purposes of such annual charge or assessment, the Street Frontage of each Lot shall be such Street Frontage as is designated on said chart forming a part of Schedule A. Each Owner is obligated to pay the full assessment to the Association on or before the first day of November unless the Board adopts an alternative method for payment. An assessment is delinquent thirty (30) days after its due date.

Section .5 Special Assessments. If the Board determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year due to the cost of any construction, unexpected repairs or replacements of capital improvements upon the Common Area, or any other reason it deems necessary to the operation of the Association, it shall make a special assessment for the additional amount needed. Special assessments shall be levied and collected in the same manner as regular assessments.

Section .6 Limitations on Assessments. Except in emergency situations, the Board may not, without the Majority Vote of Members, or otherwise complying with the Law, impose regular annual assessments per Lot that are more than ten percent (10%) greater than the regular annual assessment for the preceding year or such greater percentage increase as permitted by Law, or levy special assessments (other than Special Lot Assessments, or other charges to be assessed directly against a Lot, shall be special assessments against the particular Lot only and not subject to such limitation) that in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that year. These limitations shall not apply to assessment increases that are necessary for emergency situations. An emergency situation is an extraordinary expense that is:

- (a) Required by a court order;
- (b) Necessary to repair or maintain the Development or any part of it or any Lot for which the Association is responsible when a threat to personal safety in the Development is discovered or for which the Board could not have reasonably foreseen in preparing and distributing the pro forma operating budget pursuant to Section 4.10(a).

Before the Board may impose or collect an assessment in an emergency situation, it shall pass a resolution containing written findings as to the necessity of the extraordinary expense and why the expense was not or could not have been reasonably foreseen in the budgeting process, and shall distribute the resolution to the Owners with the notice of assessment.

The Board shall notify the Owners in writing of any increase in the amount of a regular or special assessment at least ninety (90) days prior to the due date of the increased assessment, or as otherwise required by the Law.

Section .7 Reserve Fund. Association assessments shall be large enough to provide for an adequate reserve fund for maintenance, repairs, and replacement of those common elements that must be replaced on a periodic basis. The reserve fund shall be funded by the regular assessments rather than by special assessments.

Section .8 Late Charges, Interest and Collection Costs. Late charges, interest and collection costs may be levied by the Association against an Owner for the delinquent payment of regular, special or penalty assessments. If an assessment is delinquent the Association may recover all of the following from the Owner:

- (a) Reasonable costs incurred in collecting the delinquent assessment, including but not limited to reasonable attorneys' fees, whether incurred as a result of litigation or not, trustees fees and recording and filing fees and costs;
- (b) A late charge not exceeding ten (10) percent of the delinquent assessment or Ten Dollars (\$10), whichever is greater; and
- (c) Interest on the foregoing sums, at the Interest Rate, commencing thirty (30) days after the assessment becomes due.

No late charge may be imposed more than once for the delinquency of the same payment. However, the imposition of a late charge on any delinquent payment shall not eliminate or supersede late charges imposed on prior delinquent payments.

Section .9 Enforcement of Assessments

(a) Lien. All sums assessed in accordance with the provisions of this Declaration for regular or special assessments or Special Lot Assessments, but not Penalty Assessments, unless otherwise permitted by Law, and any related late charges, penalties, reasonable costs of collection, and interest assessed in accordance with this Declaration, shall constitute a lien on the respective Lot and, except as provided in Section 5.11, prior and superior to all other liens. Said lien shall become effective upon recordation of the Notice of Delinquent Assessment in the manner provided in subparagraph (b) below.

(b) Notice of Delinquent Assessment. The Board shall cause to be recorded in the Office of the County Recorder, a Notice of Delinquent Assessment, Notice of Claim of Lien or Notice of Lien, as may be appropriate (collectively, "Notice of Delinquent Assessment"), securing the payment of any delinquent sums due the Association from any Owner, as provided by Law and in this instrument. Such Notice of Delinquent Assessment shall state the amount of the delinquent sums and other authorized charges and interest, including the cost of recording the notice, the expenses of collection in connection with the delinquent sums, reasonable attorneys' fees, a sufficient description of the Lot against which the same has been assessed, the name and address of the Association and the name of the Owner thereof. Such Notice of Delinquent Assessment shall be signed by an authorized representative of the Association.

Upon payment to the Association of the delinquent sums and charges in connection therewith, or other satisfaction thereof, the Board shall cause to be recorded a Notice of Satisfaction and Release of Lien ("Notice of Release") stating the satisfaction and release of the delinquent sums and charges. The Board may demand and receive the cost of recordation of the Notice of Release before recording the same.

Any purchaser or encumbrancer who has acted in good faith and extended value may rely on the Notice of Release as conclusive evidence of the full satisfaction of the sums stated in the Notice of Delinquent Assessment.

(c) Enforcement of Lien. It shall be the duty of the Board to enforce the collection of any amounts due under this Declaration by one or more of the alternative means of relief afforded by this Declaration or by Law. Any lien levied against a Lot in accordance with subparagraph (b) may be enforced in any manner permitted by Law, including judicial foreclosure or nonjudicial foreclosure. Any nonjudicial foreclosure shall be conducted by the trustee named in the Notice of Delinquent Assessment or by the Association, its attorney, or other persons

authorized to make the sale or substituted as trustee pursuant to California law applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any manner permitted by law. Each Owner hereby vests in and delegates to the Board or its duly authorized representatives the right and power to bring all actions at law or lien foreclosures, whether judicially or by power of sale, against any Owner or Owners for the collection of delinquent assessments in accordance herewith and hereby expressly waives any objection to the enforcement of the obligation to pay assessments as set forth herein.

If the sums specified in the Notice of Delinquent Assessment are paid before the completion of any judicial or nonjudicial foreclosure, the Association shall record a Release of Lien. Upon receipt of a written request by the Owner, the Association shall also record as appropriate a notice of rescission of any declaration of default and demand for sale.

An action may be brought to foreclose the lien of the Association by the Board or by any Owner if the Board fails or refuses to act, after the expiration of thirty (30) days from the date on which the Notice of Delinquent Assessment was recorded; provided that at least ten (10) days have expired since a copy of the Notice of Delinquent Assessment was mailed to the Lot Owner affected thereby. In any such foreclosure, the Owner shall be required to pay a reasonable rental for the Lot and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Association, through its agent, shall have the power to bid on the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same, and any institution of suit to recover a money judgment shall not constitute an affirmation of the adequacy of money damages. Any recovery resulting from a suit in law or in equity, initiated pursuant to this Section, may include reasonable attorneys' fees as fixed by the court.

Section .10 Statement of Assessment Status. The Association shall provide any Owner, upon written request, with a statement specifying the amounts of any delinquent assessments or penalties and related late charges, interest, and costs levied against the Owner's Lot, or whether same has been paid.

A reasonable charge for each such certificate or letter may be made by the Board for issuance thereof. Such certificate or letter shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section .11 Subordination. Notwithstanding any other provision of this Declaration, liens created under Section 5.9 of this Declaration upon any Lot shall be subject and subordinate to, and shall not affect the rights of, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of, unless the beneficiary thereof shall expressly subordinate his interest in writing to such lien: (1) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto; and (2) the lien or charge of any Mortgage made in good faith and for value and recorded prior to the date on which the lien became effective; provided, however, any Transfer of a Lot as the result of a foreclosure or exercise of a power of sale shall not relieve the new Owner from liability for assessments that become due after the Transfer; such a Transfer shall extinguish the lien of assessments that were due and payable prior to the Transfer of the Lot, but not the personal liability of the previous Owner.

Notwithstanding the foregoing, any assessment lien provided for hereunder shall be prior and superior to any Declaration of Homestead recorded after the recordation of this Declaration.

Section .12 Notice of Default. A First Mortgagee, upon request, shall be entitled to written Notification from the Association of any default in the performance by the Mortgagor of any obligation under the Association's Governing Instruments that is not cured within sixty (60) days.

ARTICLE 6 USE RESTRICTIONS AND COVENANTS

In exercising the right to occupy or use a Lot or the Common Area and its Improvements, the Owner and the Owner's Guests shall not do any of the following:

Section .1 No Subdivision. Attempt to further subdivide a Lot without obtaining the prior approval of the Association, which approval may be withheld in its sole and absolute discretion.

Section .2 Residential Use Only. Occupy or use a Lot, or permit all or any part of a Lot to be occupied or used, for any purpose other than as a

single Family Residence. Occasional quasi-business usages such as "garage sales" or the renting of a Lot or structures thereon for permanent or temporary use by other businesses, such as motion picture filming or similar activities, while incidental to Residential use, are agreed to constitute a nuisance and are prohibited. No action shall be prohibited solely on the basis that it is income producing, profit making or that it may be characterized as a trade or business. Subject to Section 6.4, nothing in this Declaration shall prevent an Owner from (i) using a Residence for purposes incidental to Residential use such as a home office, home studio (art, dance, etc.), home gymnasium, "home-cooked" kitchen activities or similar, provided such nominal use is not apparent outside of the Residence, (ii) leasing or renting out his or her Lot, provided that it is (A) not for transient or hotel purposes, (B) is leased for a period of at least (90) days, (C) is leased only to a single family and the Owner is not at the same time residing in such residence, and (D) is subject to the Governing Instruments, (iii) using a portion of the Residence for hobbies, home work shop or other uses similarly incidental to Residential use, or (iv) such other incidental uses that the Board determines, on a reasonable and consistent basis, would not be readily apparent to the surrounding Lots, not create a nuisance, annoyance or safety risk to any Owner or their Guests and would be consistent with the intent of this Declaration, whether or not such use creates income for the Owner.

The fact that an Owner has been making a nonresidential incidental use of the Residence for a substantial period of time without complaint by any other Owner or the Association shall not constitute a waiver of the Association's or other Owner's right to enforce this Section at any time (other than uses specifically approved by the Board and conforming in use and level of nuisance, if any, to which such approval was given), it being specifically recognized that some activities may only become apparent or of a greater annoyance, as surrounding ownership of Lots change, the occupancy of such Lots change (e.g. retirement, have babies, etc. so that Owners are at home more often) or that, sometimes, Owner's don't complain about their neighbors in the interests of maintaining good relations, etc. until the problem becomes intolerable or the ownership or the neighboring Lot changes or other such reasons.

Section .3 Common Area. Alter, construct, or remove anything on or from the Common Area, permit anything to obstruct the Common Area or store anything in the Common Area without the prior consent of the Board.

Section .4 Offensive Activity. Engage in any noxious or offensive activity in any part of the Development, as such may be determined by the Board, permit or suffer anything to be done or kept on a Lot, Common Area or otherwise within the Development, which shall increase the rate of insurance thereon, or which shall obstruct or interfere with the rights of other Owners, or annoy them by unreasonable noises or otherwise; nor commit or permit any nuisance, or commit or suffer any illegal act to be committed thereon, including but not limited to disturbances of the peace, garage sales, illegal drug activity, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, sale of stolen goods, public urination, theft, assaults, batteries, acts of vandalism, loitering, excessive littering, illegal parking, loud noises (particularly in late night or early morning hours), or police detentions and arrests. Each Owner shall comply with all applicable ordinances and statutes and with requirements of local and/or state Boards of Health and Building and Safety with respect to the occupancy and use of his Lot. Nuisances shall be judged by the Association on the basis of what the average Member would consider to be offensive.

Section .5 Parking Restrictions. No automobile (including minivans, noncommercial pickup trucks and vans and similar), trailer, camper, recreation vehicle, boat, or similar type of vehicle shall be permitted to remain on any portion of the Common Area, nor shall any such vehicle, other than an automobile (including minivans, noncommercial pickup trucks and vans and similar) or motorcycle, be parked for a period not to exceed seventy-two (72) hours in any portion of a Lot visible to any other Lot or the Street. No vehicle shall be parked other than in a garage, on a driveway or on the Street.

Section .6 Rubbish. Trash and rubbish shall be placed in appropriate bins or containers and such trash bins or containers shall not be permitted to remain within the Front Setback or Street, except on the day prior to and on the day(s) scheduled for trash collection; provided however, in connection with construction or remodeling on a Lot, all rubbish shall be placed in appropriate bins which may remain in public view during such construction.

Section .7 Pets. No animals, livestock, or poultry shall be kept on any Lot except that usual and ordinary (as customary in the Los Angeles area) domestic animals such as domestic dogs, cats, fish, reptiles (in cages) and birds (in inside bird cages) may be kept as household pets within any Lot, provided they are not kept, bred, or raised for commercial purposes or in unreasonable numbers. As used herein, "unreasonable numbers," shall be determined by the Board. The Association shall have the right to prohibit maintenance of any animal which constitutes, in the judgment of the Board, a continuing and extraordinary nuisance to the average Member after notification and hearing in accordance with Section 8.8(a). Animals belonging to Owners or their Guests must be either kept within the Lot, or on a leash held by a person capable of controlling the animal. Further, any Owner shall be absolutely liable to each and all remaining Owner and their Guests for any unreasonable noise or damage to person or property caused by any animals brought or kept within the Development by an Owner or his Guests. It shall be the absolute duty and responsibility of each Owner to clean up after his animals which have used any portion of the Development. Notwithstanding the foregoing, nothing herein

contained shall be construed in such a manner as to permit the maintenance of any animal contrary to any ordinance.

Section .8 Exploration of Minerals. Said property shall not, nor shall any part thereof, be used for the purposes of exploring for, taking from, or producing therefrom, gas, oil or other hydrocarbons. No oil drilling, oil development operations, oil refining, quarrying, mining operations or similar, of any kind, shall be permitted on or in the Development, and no derrick or other structure designed for use in boring for water, oil, natural gas, or similar, shall be erected, maintained, or permitted on any portion of the Development.

Section .9 No Discrimination. Neither the Association nor any Owner or his or her Guests shall, either directly or indirectly, discriminate in the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's Lot to any Person, including but not limited to on the basis of race, age, color, sex, sexual orientation, religion, ancestry, or national origin. Article XII of the original Declaration is specifically deleted and void as repugnant.

Section .10 Signs. No sign or other advertising device of any character shall be erected or maintained upon any part of any Lot or Common Area, except that the following signs may be erected:

- (a) On any Lot, one (1) sign, not larger than eighteen (18) by twenty-four (24) inches, advertising the property as for sale or for rent.
- (b) Any sign required by law or by a governmental agency.
- (c) On any Lot, one (1) temporary construction sign, not larger than eighteen (18) by twenty-four (24) inches, may be located on a Lot where a building or structure is being erected or remodeled, which single sign may identify the owner, architects, engineers, financing agent and/or contractors involved in the project. Such sign shall be removed within 15 days following substantial completion of the construction or remodeling.
- (d) Temporary political or other ideological signs shall not exceed three (3) square feet in sign area, and, if they relate to an election or other event, shall be removed within 15 days following the election or event to which they relate.
- (e) Signs which identify security protection systems, provided such signs shall not exceed 49 square inches in area.
- (f) The Association may erect and maintain on the Common Area such signs as it may deem necessary or proper in connection with the conduct of its operations for the development and improvement of the Development.
- (g) Signs permitted herein must comply the following conditions:
 - (1) Signs shall not be illuminated.
 - (2) Signs may not be placed on the roof.
 - (3) Signs shall not exceed a height to the top of the sign of six feet above the elevation of the sidewalk or edge of the roadway nearest the sign.
 - (4) Signs shall be located not less than ten feet from the property line.

All signs which are rendered nonconforming with respect to any provision of this Declaration or predecessor Declaration shall be completely removed within five months of the effective date of this Declaration.

In addition to the foregoing, the Board, acting under its rule-making authority provided in Section 4.6, shall issue Rules and Regulations governing the use of flag, directional signs and other "real estate" promotional materials within the boundaries of the Development, whether public or private, Common Area, Lots or otherwise; it being specifically agreed that each Owner may contractually control the actions of his or her real estate agent within the Development for the benefit of all Owners and the Association.

Section .11 Maintenance of Lots by Owners. Each Owner shall maintain his or her Lot and the Improvements located on it in a clean,

sanitary, and attractive condition maintaining the desirability and attractiveness of the Development, including completing all alterations, additions or repairs to the Improvements located thereon in a timely manner as provided in Section 7.6, and not, except as otherwise permitted herein, store or abandon property on a Lot within public view.

In the event a Residence or Lot has been abandoned for a period greater than ninety (90) days, or the Association otherwise determines that an uninhabited Residence has become a blight upon the Development, then the Association may take such steps as it deems reasonable to improve the Lot, board up the Residence or demolish the remainder of the Residence in order to maintain the desirability and attractiveness of the Development and eliminate such nuisance; provided, however, it shall be presumed that any such Residence which has remained abandoned and for which no significant maintenance or construction has occurred for a period of two hundred and seventy (270) days shall be presumed to be a blight on the community and a nuisance. To the extent an Owner fails to so maintain his or her Lot, as determined in the reasonable discretion of the Board, the Association shall have the right at all times to enter on or upon any Lot that is vacant, unplanted, inadequately maintained or uninhabited by the Owner thereof in accordance with Section 8.6, and to plant or replant, trim, cut back, remove, replace and/or maintain hedges, trees, shrubs or flowers on the area between the Street Frontage and the Frontage and/or to keep cultivated and/or remove plants on said portions of any Lot or to improve the Lot, board up the Residence or demolish the remainder of the Residence in order to abate such nuisance and maintain the desirability and attractiveness of the Development .

ARTICLE 7 BUILDING RESTRICTIONS AND COVENANTS

In exercising the right to erect or modify an Improvement, the Owner and the Owner's Guests shall not do any of the following:

Section .1 Residence Only. Erect any Improvement on a Lot except a Residence and usual and customary appurtenances to such structure, such as detached garage, tool shed, gazebo, pool house, pool, storage shed, home workshop, wall, fence, car port, tennis court, driveway, stairs or other hardscape.

Section .2 Improvement Changes. Make any alteration, addition, or modification to the exterior of any Improvements located on a Lot or construct new Improvements without first obtaining the written consent of the Association in accordance with Article 9. With respect to the installation of awnings, sunshades, screen doors, and other minor installations to any individual Lot, the consent of the Board shall be exercised with a view toward promoting uniformity and thereby enhancing the attractiveness of the property as a whole. No obtrusive radio or television receiving or transmitting antennae (such as satellite dishes, ham radio antennae, etc.) or external apparatus shall be installed on any Lot or in or on any part of the Common Area without the prior written approval of the Board. All approved installations or antenna, satellite dishes or monitors shall not cause reception interference for other Owners. All such equipment shall be screened from view to the public and neighbors to the greatest extent possible.

Section .3 Character and Size of Buildings. No structure may be erected that does not comply with the following:

- (a) The maximum allowable Floor Area on a Lot shall be two times the Buildable Area of the Lot.
- (b) No Residence may be erected or maintained on any Lot except one (1) Residence not more than one (1) story in height above the First Floor (i.e., two (2) story house, plus basement or garage area and, subject to Board discretion, a habitable attic) designed for occupation by not more than one Family. A split-level Residence may have a floor above and below the First Floor if the front of the First Floor is within five (5) feet of existing Grade.
- (c) Structures shall not exceed a maximum height of forty (40) feet from the existing Grade to the highest point of the roof except the Board, acting on the recommendation of the Committee shall have the authority to permit projects to exceed a maximum height of forty (40) feet, provided the Board determines that the project is compatible with the architectural character of the surrounding area, would not unduly impair existing views enjoyed by other Residences and enforcement of such forty (40) foot limit would be unduly burdensome or restrictive.
- (d) Notwithstanding Section 12.21(A)(4)(g) of the Los Angeles Municipal Code or such successor or replacement statute to the contrary, at least two (2) parking spaces in an enclosed garage (carports are insufficient) shall be provided on every improved Lot, not more than one (1) story in height if appurtenant to a one-story Residence, and not more than two (2) stories in height if appurtenant to a two-story Residence, shall be erected and maintained for the use of the Owner or occupants of the Lot on which such garage is located; each garage shall conform generally in architectural design and exterior materials and finish to the Residence to which it is appurtenant; a separate garage may be incorporated in and made a part of a Residence only with the written consent of the Association. Any carport which is erected in addition to the

required garage shall be located in the side or rear of the Residence.

(e) Any exterior wall abutting a public right-of-way shall not extend more than twenty-five (25) feet horizontally without containing architectural features which will adequately protect against featureless, uninterrupted, large wall planes.

(f) No outhouse, portapotty, tent or similar property of any kind shall be erected or maintained on any Lot; provided, however, that such may be temporarily maintained only in the rear of a Lot during construction or remodeling of the Improvements to a Lot, or if not feasible, in such other portion of the Lot as may be permitted by the Board.

(g) Each Residence erected or maintained on a Lot shall have a full pitched roof at the ratio of not less than three inches (3") to twelve inches (12") run.

(h) Each Residence erected on a Lot, or any part thereof, shall face or front the principal Street Frontage of the Lot upon which it is located, as indicated on Schedule A hereto.

(i) No Residence more than one (1) story in height shall be erected or maintained upon any Lot which shall have a smaller First Floor area, exclusive of porches, patios, basements, cellars, and any garage incorporated in and forming a part of the house, than one thousand (1,000) square feet; nor shall any Residence have a smaller total Floor Area exclusive of porches, patios, basements, cellars, and any garage incorporated in and forming a part of the house, than the total Floor Area designated, for the respective Lot on the chart forming a part of Schedule A hereto; provided, however, that with the written consent of the Association, the minimum ground Floor Area of any Residence may be reduced by not more than one hundred (100) square feet, if such reduction, in the opinion of the Association, would not be detrimental to the appearance of such Residence.

Section .4 Fences, Walls and Walks

(a) No fence or boundary wall located upon a Lot shall have a height greater than six (6) feet above the finished graded surface of the ground upon which it is located.

(b) No retaining wall which has a height greater than eighteen (18) inches above the finished graded surface of the retained ground upon which it is located shall be created or maintained within the Setback Areas of any Lot as to any Street.

(c) No boundary wall or fence whatsoever shall be created or maintained within the Setback Areas of any Lot as to any Street.

(d) No hedge or hedgerow within the Setback Area as to any street shall have a height greater than three (3) feet above the finished graded surface of the ground upon which such hedge or hedgerow is located.

(e) No retaining wall, driveway, steps, walk, patio or other hardscape shall be created or maintained within the Setback Areas of any Lot unless (a) the permission of the Association has been obtained, (b) the Association has determined that such Improvement would not be detrimental to the appearance of the Residence, surrounding structures or appearance of the Development or is reasonably necessary for geological or other reasons other than by reason of a change in the existing Grade of the Lot. The Association shall exercise its discretion hereunder in a manner which limits the amount of hardscape in the Setback Areas as to any Street.

Section .5 Setback and Location of Improvements.

(a) All Residences erected on a Lot shall have such Setbacks from streets as are more particularly specified in Schedule A.

(b) Uncovered porches, stoops or pergolas constituting a part of a Residence may encroach not more than seven (7) feet into the front Setback Area for Residences as to any street if, but only if, such Setback be not less than fifteen (15) feet.

(c) RESERVED.

(d) Each Residence shall have a Setback of not less than five (5) feet from each side line of the Lot on which it is located, except that in the case of corner Lots, the Setbacks from the side lines along the streets shall be those indicated in Schedule A. No portion of any

Residence shall encroach on any such side line Setback Area, except that: (a) eaves, portecocheres, pergolas, uncovered porches, stoops or steps the balustrades or sides of which do not extend more than three (3) feet above the first floor of the Residence, may encroach on any such side line Setback Area; and (b) exterior chimneys may encroach for not more than twenty-six inches (26") into any such area.

(e) Except as provided in this Declaration, no Improvement shall be erected in any Setback Area.

Section .6 Timely Completion of Improvements. In the event an Owner undertakes to add, alter, construct, repair or modify any Improvement located on a Lot or to construct new Improvements or to repair or replace damaged or destroyed Improvements, such shall be undertaken and completed in a timely manner, but in all events within twelve (12) months of their commencement, unless otherwise permitted by the Association. . The abandonment of construction of such project for more than ninety (90) days shall be considered a violation of this Declaration and provide the Association with all remedies which it may be entitled by Law or under the Governing Instruments, including the right to maintain such Lot as provided in Sections 6.11, 7.6 and 8.6. Upon an Improvement becoming damaged or destroyed, such damaged or destroyed Improvement shall either be demolished or the reparation of such Improvement commenced within one hundred and eighty (180) days of the damage or destruction.

ARTICLE 8
ADDITIONAL COVENANTS

Section .1 Equitable Servitudes. The covenants and restrictions set forth in this Declaration shall be enforceable equitable servitudes and shall inure to the benefit of and bind all Owners. These servitudes may be enforced by any Owner or by the Association or by both.

Section .2 Enforcement of Governing Instruments. The result of every act or omission whereby any obligation, condition or restriction contained in the Governing Instruments 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 the Association. Such remedies shall be deemed cumulative and not exclusive. The Owners or any one of them, or any member of the Board, the Board acting on behalf of the Owners, in the jurisdiction in which the Development is located, shall be entitled to bring legal action for damages against any Owner who shall default in the performance of any of the provisions hereof, or the other Governing Instruments, including but not limited to, the covenant to pay assessment charges. Further, said Persons shall be entitled to enjoin any violation of said Governing Instruments and shall be entitled to prosecute any other legal or equitable action that may be necessary to protect the Development, Association or Owners in furtherance of the Governing Instruments. If any Owner, member of the Board, or the Board shall deem it necessary to initiate any legal or equitable action against any Owner for the protection of the Development, then the prevailing party shall be entitled to reasonable attorneys' fees and costs of said action. Any judgment rendered against any such defaulting Owner shall include costs of said action, together with reasonable attorneys' fees in an amount to be fixed by the court. Notwithstanding the foregoing, there shall be no purported power in the Association to cause a forfeiture or abridgment of an Owner's rights to the full use and enjoyment of his individually owned Lot because of a failure by an Owner to comply with the provisions of the Governing Instruments, except where the loss or forfeiture is the result of the judgment of a court or a decision arising out of arbitration or because of a foreclosure sale for failure of the Owner to pay assessments levied by the Association.

Section .3 Inspection; Certificate. The Association shall, at the request of the Owner, issue a certificate of compliance as to any Lot inspected that so conforms or issue a certificate of nonconformity if it does not so conform, and make and collect a reasonable charge therefore.

For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien and/or interest in, any Lot, and for the purpose of protecting purchasers and encumbrances for value and in good faith against the performance or nonperformance of any of the acts in the Governing Instruments authorized, permitted or to be approved by the Association, 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 Association in accordance herewith 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, 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, and shall also fully protect any purchaser or encumbrance, in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Association.

Section .4 Relationship to Provisions of the Los Angeles Municipal Code. The provisions of this Declaration are in addition to those set forth in the planning and zoning provisions of the Los Angeles Municipal Code, the Law and any other relevant ordinance.

Wherever this Declaration contains provisions which require greater setbacks, lower density, lower height, restricted uses, greater parking requirements or other greater restrictions or limitations on development than would be allowed pursuant to the provisions contained in the Los Angeles Municipal Code or any other Law, regulation or rule, this Declaration shall prevail and supersede the applicable provisions of that Code or such other Law, regulation or rule.

Section .5 Easements for Maintenance of Encroachments. None of the rights and obligations of the Owners described in this Declaration or created by deed shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of such encroachments so long as the encroachments exist. However, in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if the encroachment occurred due to the willful conduct of the Owner or Owners.

Section .6 Right of Entry. Violation of any of the provisions, covenants, conditions, restrictions, easements, or reservations contained herein or in the other Governing Instruments, including but not limited to the failure to maintain a Lot in accordance with Sections 6.11 or 7.6 shall give to the Association and its officers, directors, employees and agents, the right to enter on the property on or as to which the violation exists and to abate and remove, at the expense of the Owner thereof, any Improvement, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions of this Declaration, including but not limited to the matters described in Sections 6.11 and 7.6, all at the expense of the Owner, which charges, plus a ten percent (10%) administrative fee, shall be Special Lot Assessment upon said Lot, and the Association, or any officer or agent thereof, shall not thereby be deemed guilty of any manner of trespass or other tort for entry upon such Lot for such abatement or

removal. Such entry shall be made only after three (3) days notice to said Owner and with as little inconvenience to said Owner as reasonably possible. Any damage caused by such entry shall be repaired by the Association.

Section .7 Suspension of Members: Penalties. In addition to the general power of enforcement described above, the Association may discipline its Owners for violation of any of the provisions of the Governing Instruments by suspending the violator's voting rights and privileges for use of the Common Area, or by imposing monetary penalties.

- (a) Suspension of Membership. The Association may suspend the Membership of an Owner who has violated any of the provisions of the Governing Instruments, including from his right to vote and/or to use the Common Area subject to the following limitation:
- (1) The accused Owner shall be given notice and an opportunity to be heard with respect to the alleged violation in accordance with the provisions of Law and Section 8.8(a) hereof.
 - (2) Any suspension of an Owner's Association voting rights and privileges shall not exceed sixty (60) days for each violation.
- (b) Monetary Penalty. The Board shall adopt monetary penalties for the violation of this Declaration and shall mail a statement of such penalties to the Members at least annually.

In establishing a schedule of monetary penalties, the Board shall determine such penalties based upon the relative cost to the Association and the Owners of such violation, the cost to obtain a restraining order against further violations, the effect of further or continued violations, and to avoid such violations altogether by making such violations costly to the affected Owners.

Each Owner agrees that such penalties, as established from time to time by the Board, shall be presumed fair, just and equitable and each Owner waives any right at law or in equity to object to such penalty as excessive.

The Board shall determine the penalty to be assessed against an Owner within the limitations so established, in its sole and absolute discretion, subject only to any statutory limitation, based upon (i) the willful or negligent character of the violation, (ii) the prior violation(s) of this Declaration by the particular Owner or Lot and (iii) such other factors as the Board, in its sole discretion, deems relevant. The continued violation after thirty (30) days of any Notice shall be deemed a new violation.

Every Owner for whom a penalty is assessed hereunder shall have a right to demand a hearing in accordance with Section 8.8(a), provided such Owner requests such hearing within fifteen (15) days of Notice of the Penalty Assessment; provided further that no such hearing shall be required for any Penalty Assessment resulting from a continuing or related violation.

Except as provided in Section 5.9 of this Declaration, relating to foreclosure for failure to pay assessments, penalties or other charges levied against a Lot, or as a result of the judgment of a court or a decision arising out of arbitration, the Association shall in no way abridge the right of any Owner to the full use and enjoyment of his or her Lot.

Section .8 Procedures - Notice - Hearings - Appeals.

- (a) Restricted Hearings. At the request of an Owner who has had a penalty assessed against him or her in accordance with Section 8.7, or in the event the Association intends to suspend an Owner's membership rights and privileges, or as otherwise permitted or required in the Governing Instruments, the Association shall give Notice to the record Owner of the Lot affected, to appear at a hearing at a time and place fixed by the Board, and show cause why the nonconforming use, building or structure should not be modified, discontinued or removed, penalty assessed or membership suspended, as the case may be. A written Notice shall also be mailed not less than fifteen (15) days prior to the date of hearing to the Owners of the Lot involved.

(b) Open Hearing.

(i) At the request of an Owner who has the right to have an open hearing as provided herein, or in the event the Association deems such a hearing to be necessary or appropriate, or as otherwise permitted or required in the Governing Instruments, the Association shall give Notice to the record Owner of the Lot affected, and to the Owners of all Lots that are within three hundred (300) feet of the exterior boundaries of the Lot involved, using for the purpose of notification the last known name and address of such Owners as shown upon the records of the Association. If all Lots within the three hundred (300) foot radius are under the same ownership as the Lot involved in the proceeding, then the Owners of all Lots which adjoin said ownership, or are separated only by a street, alley, public right-of-way or other easement, shall also be notified as provided herein. In the event this notice provision will not result in Notice being given to at least twenty (20) different Owners of at least twenty (20) different Lots other than the subject Lot, the three hundred (300) foot radius for notification shall be increased in increments of fifty (50) feet until said required number of Owners and Lots are encompassed within the expanded area, and Notification shall then be given to all Owners within such area. Said Notice shall specify the particular Lot involved, the violation, requested waiver of compliance with the CC&R's or other action requested, the Association's intended action with respect to same and the fact that any such neighboring Lot may object to such proposed action and voice their opinion at an open hearing provided such objection is received by the Association within fifteen (15) days of the date of the Notice.

(ii) If within fifteen (15) days of the day of the Notice specified in subparagraph (i), objections to the proposed actions of the Association have been received from any Owner, then the Association shall send a written Notice to the affected Owner to appear at an open hearing at a time and place fixed by the Board, and show cause why the nonconforming use, building or structure should not be modified, discontinued or removed, Governing Instrument enforced or other action or decision taken, as the case may be. The written Notice of the hearing shall also be mailed not less than fifteen (15) days prior to the date of hearing to the Owners of the neighboring Lots as set forth in subparagraph (i).

(iii) If within the time period specified in subparagraph (i) no objections are received from neighboring Owners, then the Association shall send written Notice to the Owner of the Lot involved that an open hearing will not be held because no objection had been received and that a restricted hearing in accordance with Section 8.8(a) will be held. Said Notice shall give the time, date and place for such restricted hearing. If at such restricted hearing the Association decides to change its position as articulated in the Notice distributed pursuant to subparagraph (i) above, the Association shall renotify neighboring Owners in accordance with subparagraph (i) and provide such Owners with the opportunity for an open hearing. If no objections are thereafter received, no such open hearing shall be held and the decision of the Association shall be final.

(iv) This Section 8.8(b) is intended to provide a public forum where, when objections are received, Owners can voice opposition to material waivers of compliance with this Declaration or, alternatively, eliminate unnecessary and costly open hearings where such hearings would no interest of the Members is expressed.

(c) Order of Association. After such notice and hearing, the Association may require the modification, discontinuance, or removal of the subject nonconforming use, building or structure, impose the proposed penalty or suspend the Owner's membership. As part of any such action, the Association may impose such conditions as the Board deems appropriate, including those necessary to protect the best interests of the surrounding Lots or neighborhood; to eliminate, lessen, or prevent any detrimental effect thereon, or assure compliance with other applicable provisions of Law. Conditions imposed may include the establishment of amortization schedules, and affect the establishment, maintenance, or operation of the nonconforming use, building or structure.

Any such action shall be supported by written findings of the Board, including a finding that such does not impair the rights under this Declaration of any Owner. However, the Board may require that a use or structure be discontinued or removed, only if the Board also finds that (a) prior efforts to cause the Owner to eliminate the problems associated with the Lot have failed; and (b) that the Owner has failed to demonstrate, to the satisfaction of the Board, the willingness and ability to eliminate the problems associated with the Lot.

(d) Noncompliance. It shall be a breach of this Declaration to violate or fail to comply with any requirement or condition imposed by final action of the Board pursuant to this Section. Such violation or failure to comply shall constitute a separate violation of this Declaration and shall be subject to the penalties provided in Section 8.7 and equitable relief by the Association.

Section 9 Right of Lienholder. A breach of any of the provisions, covenants, conditions, restrictions, easements, or reservations herein contained shall not affect or impair the lien or charge of any bona fide Mortgage made prior thereto in good faith and for value, provided that any

subsequent Owner of the Lot shall be bound by these provisions, covenants, conditions, restrictions, easements, and reservations, whether such Owner's title was acquired by foreclosure or trustee's sale.

ARTICLE 9
ARCHITECTURAL AND DESIGN CONTROL

Section .1 Architectural and Design Approval. The purpose of design review is to limit the amount of new development and improvements to existing structures at intensities, heights, designs and appearances that are compatible with the predominant character of the Development and consistent with this Declaration. No Improvement shall be constructed, altered, maintained, or permitted to remain on any Lot, or on the Common Area, until complete plans, specifications, elevations and/or other graphic representations, including the exterior color scheme together with a site plan indicating the exact location on the Lot of the proposed Improvement, have been submitted to, reviewed and approved by the Committee and Board. Such plans and specifications shall be submitted in writing for approval, over the signature of the Owner of the Lot or over the signature of his or her duly authorized agent, on a form prepared by and satisfactory to the Association. The Committee shall review the plans and specifications to determine whether they are compatible with the standards of design, construction, and quality of the Development and, if they are not, shall require that changes be made before approval.

The approval of said plans and specifications may be withheld not only because of their or the Owner's 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 Association with the grading plan, location of the Improvement on the Lot, the color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed Improvement or altered Improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Association, would render the proposed structure inharmonious or out of keeping with the general plan of improvement of said Lot or with the Improvements erected on other Lots in the immediate vicinity of the Lot on which said Improvement is proposed to be erected.

Section .2 Design Review Committee. The Design Review Committee shall consist of at least three but not more than five members, formed and operated as follows:

- (a) The Board shall have the right to appoint all of the members of the Committee.
- (b) At least a majority of the members appointed to the Committee by the Board shall be Members of the Association.
- (c) All members of the Committee shall serve at the will of the Board and may be removed by the Board of Directors at any time with or without cause.
- (d) The Committee shall meet as often as it deems necessary to carry out the obligations imposed on it properly, unless otherwise directed by the Board.
- (e) All decisions of the Committee shall be by majority vote.
- (f) Unless authorized by the Board, the decisions of the Committee shall be advisory only. The decision to approve or disapprove an application shall be vested in the Board unless it shall so delegate such authority to the Committee.
- (g) The Committee shall reach its decision based upon guidelines and policies established from time to time by the Board, which guidelines and policies shall be made available to all applicants.

Section .3 Design Review Criteria. The Design Review Committee shall make a recommendation to the Board concerning a proposed Improvement on the basis of its satisfaction of compliance of the Improvement with the specific conditions and restrictions contained in the Governing Instruments and its reasonable satisfaction as to the grading plan, location of the Improvement on the Lot, the color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed Improvement or altered Improvement, the materials used therein, the kind pitch or type of roof proposed to be placed thereon and whether the Improvement is inharmonious or out of keeping with the general plan of improvement of the Lot or with improvements erected on other Lots in the immediate vicinity of the Lot on which such Improvement is to be erected or is otherwise consistent with the furtherance of the general plan to enhance and perfect the value, desirability, safety and attractiveness of the Development. Such criteria may include, but shall not be limited to the following:

- (a) The proposed Improvement shall conform to all of the provisions of the Governing Instruments;
- (b) The proposed Improvement shall be consistent with any guidelines or policies adopted by the Board;

- (c) The colors and types of building materials shall be reasonably consistent with the character of other Improvements in the Development;
- (d) All open areas not used for buildings, walkways or driveways shall be landscaped in a manner reasonably consistent with other landscaping within the Development;
- (e) The massing of the building shall relate in scale to surrounding structures and shall be appropriate to the Development;
- (f) The architectural style of the building shall be compatible with surrounding structures;
- (g) All mechanical equipment and other appurtenances shall be screened from view to the public and any other Lot;
- (h) Any exterior treatment, including color, texture, and other architectural features, shall be applied to all exterior walls in a manner which is not incompatible with surrounding structures; and
- (i) The requirement that all violations of the Governing Instruments and nonconforming uses and Improvements be abated or modified to conform to the Governing Instruments, except to the extent such nonconformity is permitted by Section 13.16, prior to granting permission for such Improvements.

Section .4 Appeal to the Board of Directors. Except where the Board has delegated its authority to the Design Review Committee, all decisions of the Committee are subject to review and approval by the Board. In the event the Board has delegated its authority to the Committee, all decisions of the Committee may be appealed to the Board by filing a request within fifteen (15) days of Notice of the action taken by the Committee. Such appeals shall be handled in accordance with Section 8.8(a). The Committee shall notify the Board of all violations of this Article and of any noncompliance with its or the Board's rulings or with the plans and specifications submitted to and approved by it. Thereafter, the Board shall take any actions it deems necessary, in accordance with the provisions of the Governing Instruments.

Section .5 Non-Compliance. If after such plans and specifications have been approved, the Improvement shall be altered, erected or maintained upon the Lot otherwise than as approved by the Association, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Association ever having been obtained as required by this Declaration.

In any event after the later to occur of (a) expiration of one (1) year from the date of the issuance of a building permit by municipal or other governmental authority for any Improvement, to said Lot, or (b) the expiration of one hundred twenty (120) days from the date of recordation of a Notice of Completion, such Improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Association of such noncompletion and/or noncompliance shall appear of record in the office of the County Recorder of Los Angeles County, California, or legal proceedings shall have been instituted to enforce completion and/or for compliance.

ARTICLE 10 EMINENT DOMAIN

Section .1 Sale to Condemning Authority. If a governmental agency proposes to condemn all or a portion of the Common Area, the Association may sell all or any portion of the Common Area to the condemning authority if 75% percent of the Owners approve the sale in advance. Any such sale shall be made by the Association in the capacity of attorney-in-fact for the Owners, acting under an irrevocable power of attorney which each Owner grants to the Association by accepting a deed to a Lot. The sales price shall be any amount deemed reasonable by the Board.

Section .2 Distribution of Sales Proceeds. The proceeds of a sale conducted pursuant to Section 10.1 shall be distributed to and held by the Association as part of its reserves for the benefit of all members.

Section .3 Taking and Condemnation Awards. If there is a taking by a governmental agency of all or any portion of the Common Areas, the condemnation award shall be distributed to all Owners in accordance with the court judgment, if any such judgment exists. In all other cases, the proceeds shall be distributed and held by the Association as part of its reserves for the benefit of all members.

ARTICLE 11

ANNEXATION OF ADDITIONAL PROPERTY

Section .1 Other Additions. Additional real property may be annexed to the Development and brought within the general plan and scheme of this Declaration by the approval by Membership Vote or written consent of at least seventy-five (75) percent of the Members of the Association.

Section .2 Rights and Obligations of Owners of Annexed Property. Upon the recordation of a supplemental declaration, the real property described in it shall be part of the Development and subject to the provisions of this Declaration in the same manner as if it were originally covered by this Declaration. Thereafter, the rights, powers, and responsibilities of Owners of Lots within the annexed property shall be the same as if the annexed property were originally covered by this Declaration; provided, however, that their voting rights shall not commence until the date of commencement of the regular assessments for their Lots. The commencement of assessments on the annexed real property shall be governed by Article 5 of this Declaration. Unless otherwise agreed by the Board, all costs associated with such annexation shall be assessed against the Owners of the annexed property.

ARTICLE 12

AMENDMENTS

Section .1 Amendments by Owners. At any time, this Declaration may be amended by the Membership Vote or written consent of Owners representing not less than fifty percent (50%) of the voting power of the Members of the Association. Notwithstanding any contrary provision in this Section, the percentage of the voting power necessary to amend a specific clause or provision of this Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause or provision. An amendment becomes effective after:

- (a) the approval of the required percentage of Owners has been given,
- (b) that fact has been certified in a writing executed and acknowledged by an officer designated by the Association for that purpose or, if no such designation is made, by the President of the Association or set forth name and title of officer here, and
- (c) that writing has been recorded in the county in which this Development is located.

Section .2 Amendments Pursuant to Court Order. If this Declaration requires a proposed amendment to be approved by the affirmative vote of a specified percentage (exceeding fifty percent (50%)) of the votes in the Association (a "supermajority"), and more than fifty percent (50%) but less than the required supermajority of the votes approve the amendment, the Association or any Owner may petition the Superior Court of Los Angeles County, subject to the requirements, affiliations, and exceptions set forth in Section 1356 of the California Civil Code, for an order reducing the percentage of the affirmative votes necessary for the amendment or approving the amendment. If such an order is issued, the amendment shall be acknowledged by any person designated by the Association for that purpose or, if no such designation is made, by the President of the Association or specified other person, and that person shall have the amendment and the court order recorded in the county in which the Development is located. Upon recordation, the amended provision or provisions of this Declaration shall have the same force and effect as if the amendment were adopted in compliance with every requirement imposed by this Declaration and the other Governing Instruments. Within a reasonable time after recordation, the Association shall mail a copy of the amendment and a statement regarding the amendment to each Owner.

Section .3 Amendment By Board Alone. The Board shall have the authority to amend this Declaration without any vote or other action by the Members (a) to satisfy any requirements, conditions, guidelines or options contained of the opinion, directive, order, ruling or regulation of any federal, state or local agency or in any federal, state or local statute, compliance with which it deems to be in the best interests of the Association or to the extent this Declaration may be inconsistent with the Law, to make any change necessary to conform this Declaration to the Law; or (b) to cure any ambiguity or correct or supplement any provision herein contained which may be incomplete or inconsistent with any other provision herein contained, and to make any change necessary to clarify this Declaration in order to conform it to the intentions of the Members as reflected in this Declaration, so long as such amendment under this clause does not adversely affect the rights of the Members in any material respect;

Such amendment shall be effective after: (a) approval of two-thirds (2/3) of the Board has been given; (b) the Board has reached a finding that an amendment is necessary, consistent with the provisions of Section 1.3 and the reasons therefore have been stated by the Board; and (c) the amendment shall be acknowledged by any person designated by the Association for that purpose and that person shall be the amendment recorded in the county in which the Development is located. Upon recordation, the amended provision or provisions of this Declaration shall have the same force and effect as if the amendment were adopted in compliance with every requirement proposed by this Declaration and the other Governing Instruments. Within a reasonable time after the recordation, the Association shall mail a copy of the amendment and statement regarding the amendment to each Owner.

Notwithstanding the foregoing, if within one hundred and eighty (180) days of Notification of the amendment to the Members, the Board receives Notification signed by at least five percent (5%) of the Members objecting to such amendment, the amendment shall not be effective until approved by the Members in accordance with Section 12.1; provided further that if not so approved by the Members within one hundred and eighty (180) days thereafter, the Association shall file with the County in which the Development is located a rescission of such amendment.

Section .4 No Amendment Permitted. Notwithstanding any other provision of this Declaration to the contrary, the provisions of the first sentence of Section 6.8 shall be perpetual and may not be changed, modified or extinguished in whole or in part.

ARTICLE 13

GENERAL PROVISIONS

Section .1 Term. The provisions of this Declaration shall continue in effect for a term of twenty (20) years from the date of execution. Thereafter, it shall be automatically extended for successive periods of twenty (20) years, unless the Association by Membership Vote of seventy-five percent (75%) of the Members, at least ninety (90) but not more than three hundred sixty-five (365) days prior to expiration of any such twenty (20) year term, vote not to extend such term, cancelling or terminating this Declaration.

Section .2 Remedies. Each remedy provided for in this Declaration, whether legal or equitable, is separate, distinct, and nonexclusive. Damages are declared not to be adequate compensation for any breach of the provisions of this Declaration, the Association and Owners contemplating the enforcement of such restrictions as part of the general plan of improvement, and not damages for the breach of such restrictions.

Section .3 Non-Waiver. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce that provision or any other provision of this Declaration. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy. No waiver or any breach of any of the covenants or conditions herein contained shall constitute a waiver of any succeeding or preceding breach of the same or any other covenant or condition contained herein.

Section .4 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

Section .5 Liberal Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the enhancement and perfection of the value, desirability, safety and attractiveness of the Development and operation of the Development for the mutual benefit of all Owners.

Section .6 Construction and Integration of Conditions and Restrictions.

(a) If, for any reason, it is uncertain which are the front, side, or rear lines of any Lot, or the restricted areas provided therefor, the Board shall in all cases (except where such lines and restricted areas have been determined herein) determine what are to be deemed such lines and restricted areas, and the decision of the Board in respect hereto shall be final. Lots shall be deemed to have their principal Street Frontage on the streets respectively designated in Schedule A hereto as the streets on which such sites have their principal Street Frontage.

(b) If the Setback of any Improvement or the width or principal Street Frontage of any Lot be difficult to determine by reason of its irregular shape or otherwise, or if the extent or location of the side line Setbacks required by this Declaration be uncertain, the Board shall in all cases determine what is to be deemed the principal Street Frontage or the Setback of such Improvement or the width of such Lot, or the extent and location of such side line Setbacks, as the case may be, and the decision of the Board in respect thereof shall be final.

(c) If two or more Setback provisions of this Declaration as to the same street line and affecting the erection and maintenance of the same class of building are applicable to the same Lot or Lots, then the Setback provision requiring the greater Setback shall control.

Section .7 Discretionary Authority. Notwithstanding anything contained in this Declaration to the contrary, the Board shall have authority to waive compliance by an Owner with any provision of this Declaration, other than Sections 3.1, 6.1, 6.8, 6.9 or 7.1 and Articles 4, 8, 10, 11 or 12, if the Board finds, after a hearing conducted in accordance with Section 8.8(b), such waiver to be necessary or appropriate in the interests of fairness or justice, compliance would be unduly burdensome or unreasonable, or that compliance would not be consistent with the intent or purpose of this Declaration. In reaching such decision, the Board shall act in a manner which is not arbitrary or capricious. The Board shall issue written findings as to the reasons for its decision.

Section .8 Successors and Assigns. This Declaration, as well as any amendment to it and any valid action or directive made pursuant to it, shall be binding on and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of Association, and the heirs, personal representative, grantees, lessees, and assignees of the Owners.

Section .9 Joint and Several Liability. In the case of joint ownership of a Lot, the liability of each of the Owners thereof in connection with the liabilities and obligations of Owners set forth in or imposed by this Declaration shall be joint and several.

Section .10 Notice and Delivery. Any written Notice or other document required by this Declaration, may be delivered personally or by mail. If by mail, such Notice shall be deemed to be delivered and received, unless expressly provided for herein or in the Bylaws to the contrary as to the type of notice being given, forty-eight (48) hours after a copy thereof has been deposited in the United States mail, postage prepaid, addressed as follows: (a) if to an Owner, to the address of any Lot owned by him in whole or in part, or to the address last furnished to the Board by such Owner. Each Owner shall file in writing with the Board promptly upon his becoming an Owner, his address for the purpose of receiving Notice, and shall promptly notify the Board in writing of any subsequent change of address. The Board shall cause the address of the Secretary of the Association to be distributed to the Owners. Further, notice of the address of the Secretary of the Association shall be given to each Owner within a reasonable time after the Board has received actual Notice of such Owner's purchase of a Lot.

Section .11 Notification of Sale of Lot. Concurrently with the consummation of the sale of any Lot under circumstances whereby the Transferee becomes an Owner thereof, or within five (5) business days thereafter, the Transferee shall notify the Board in writing of such sale. Such Notification shall be set forth: (a) the name of the Transferee and his Transferor; (b) the street address of the Lot purchased by the Transferee; (c) the Transferee's mailing address; and (d) the date of sale. Prior to receipt of such Notice, any and all communications required or permitted to be given by, the Board, or any agent or representative thereof, shall be deemed to be duly made and given to the Transferee if duly and timely made and given to said Transferee's Transferor.

Section .12 Limitation of Liability. The liability of any Owner for future performance of any of the provisions of this Declaration shall terminate upon Transfer of the Owner's entire interest in his or her Lot, but only with respect to obligations arising from and after the date of the Transfer.

Section .13 Number and Headings. As used in this Declaration, the singular shall include the plural, unless the context requires the contrary. The headings are not a part of this Declaration, and shall not affect the interpretation of any provision.

Section .14 Governing Law. Except as otherwise provided in this instrument, the validity, interpretation, construction and administration hereunder, and the validity of the exercise of powers granted to the Association and the Board, shall be governed by the laws of the State of California in force from time to time. All references in this instrument to particular statutes of the State of California, as of the effective date of this Declaration, shall refer to any successor or substitute provisions as well as to the corresponding provisions of any subsequent legislation, but only to the extent any such subsequent law shall apply to common interest developments or mutual benefit corporations formed prior to its effective date.

Section .15 Effective Date. This Declaration shall be effective on recordation in the Office of the Recorder for the County of Los Angeles. Any Improvement, whether a building, wall, pole, hedgerow or similar feature, which (a) is existing at January 1, 1993 and does not comply with the provisions of this Declaration, or (b) which is existing at January 1, 1992 and does not comply with the provisions of the Declaration as in existence on January 1, 1992, for which the Association has not recorded a Notice of Non-Compliance by the effective date of this Amended and Restated Declaration, shall be deemed a permitted non-conforming structure, subject to Section 13.16. Nothing contained in this amended and restated Declaration which is inconsistent with the provisions of the original Declaration of the Development dated February 1, 1940 shall affect the rights of any holder of any Mortgage or other lien recorded prior to the recordation of this instrument.

Section .16 Nonconforming Structures and Uses

- (a) A nonconforming Improvement may be maintained, except as otherwise provided in this Section.
- (b) Repairs and alterations may be made to a nonconforming Improvement, provided that such alterations are consistent with this Declaration. No structural alterations shall be made except as permitted by Subsection (c) below.
- (c) A nonconforming Improvement may not be added to or enlarged in any manner, except that:
 - (1) A nonconforming Improvement may be added to or enlarged, in any manner, provided that such alterations are consistent with this Declaration, if such addition or enlargement, together with all additions or enlargements since the effective date of this Declaration represents less than twenty-five (25) percent of the square footage of the Residence as of the effective date of this Declaration;
 - (2) A nonconforming Improvement may be added to or enlarged, in any manner, provided that such alterations are consistent with this Declaration, provided however, if such addition or enlargement, together with all additions or enlargements since the effective date of this Declaration represents more than twenty-five (25) percent of the square footage of the Residence as of the effective date of this Declaration, then:
 - (i) A nonconforming Residence, nonconforming as to height regulations shall be brought into conformity with all the provisions of this Declaration.
 - (ii) A nonconforming Lot which has Improvements, nonconforming as to Setback requirements shall be brought into conformity with all the provisions of this Declaration; provided however, in the event of non-cosmetic remodeling or alteration of a portion of a Residence non-conforming as to Setback, such remodeling or alteration must bring such remodelled or altered portion of the Residence into conformity with the Setback restrictions of this Declaration.
 - (iii) A nonconforming Residence, nonconforming as to garage requirements (Section 7.3(d)) shall be brought into conformity with all the provisions of this Declaration.
 - (iv) All other non-conforming Improvements or uses shall be abated and such Improvements conformed to the requirements of this Declaration.
- (d) Except as provided above, the nonconforming use of a Lot may be continued, but shall be subject to the following limitations:
 - (1) Such use shall not be expanded or extended in any way either on the same or adjoining Lot.
 - (2) Such use shall not be changed, except to a use which conforms to this Declaration.
 - (3) If such use is discontinued it shall not thereafter be reestablished.
 - (4) Such use shall nevertheless cease within twelve months of the date of effectiveness of this Declaration.
- (e) Any sign, billboard, commercial advertising structure or statuary which lawfully existed and was maintained at the time this Declaration became effective, may be continued, although such structures do not conform to all the provisions thereof; provided that no structural alterations are made thereto and that all such nonconforming signs, billboards, commercial advertising structures and statuary and their supporting members shall be completely removed from the Lot not later than three (3) months from the effective date of this Declaration.
- (f) The nonconforming keeping, grazing, breeding, raising or training of livestock, poultry, fowl, rabbits, chinchillas, fish, frogs or similar animals for commercial purposes shall be completely abandoned within six (6) months of the effective date of this Declaration.
- (g) Notwithstanding any other provisions of this Declaration to the contrary, the Board may require the modification, discontinuance, or removal of a nonconforming use, building or structure, if the Board finds that as operated or maintained it:

- (1) Adversely affect the health, peace or safety of persons residing in the surrounding area; or
- (2) Jeopardizes or endangers the public health or safety of persons residing or in the surrounding area; or
- (3) Constitutes a nuisance; or
- (4) Has resulted in repeated nuisance activities including but not limited to disturbances of the peace, illegal drug activity, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, sale of stolen goods, public urination, theft, assaults, batteries, acts of vandalism, loitering, excessive littering, illegal parking, loud noises (particularly in late night or early morning hours), or police detentions and arrests; or
- (5) Violates any provision of any Law.

IN WITNESS WHEREOF, THE BEVERLYWOOD HOMES ASSOCIATION, a non-profit California corporation, has caused its corporate name to be hereunto subscribed by its officer thereunto duly authorized this _____ day of _____, 1994.

BEVERLYWOOD HOMES ASSOCIATION,
a non-profit California corporation

By: _____
Greg S. Bernstein, President

State of California)
County of _____)

On _____ before me, (here insert name and title of the officer), personally appeared _____

_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

SCHEDULE A"

CHART OF USES, SETBACKS, ETC.:

This Schedule A is a consolidation of Schedules A through Q of the original Declaration of the Association, together with a schedule of the properties annexed to the Association in 1971. Nothing contained in these schedules is intended to amend the setback or minimum square foot restrictions described in the original schedules. The intention of this schedule is simply to consolidate such information and update it for factual changes, such as street address, which have taken place since the original filing of the schedules. If there is any inconsistency between this schedule and the original schedules, as amended, that admitted the particular tract and lot to the Association, than the original schedule, as heretofore amended, shall control.

For reference purposes, the following lists the original schedule that added the particular tract and lots covered by such schedule to the Declaration:

Schedule A - Tract 11398, Lots 1 through 253
Schedule B - Tract 12405, Lots 1 through 46
Schedule C - Tract 12407, Lots 1 through 74
Schedule D - Tract 12771, Lots 1 through 43
Schedule E - Tract 11477, Lots 1 through 83
Schedule F - Tract 12780, Lots 1 through 69
Schedule G - Tract 12983, Lots 1 through 98
Schedule H - Tract 13058, Lots 1 through 83
Schedule I - Tract 13094, Lots 1 through 21
Schedule J - Tract 13491, Lots 1 through 77
Schedule K - Tract 13685, Lots 1 through 47
Schedule L - Tract 13803, Lots 1 through 62
Schedule M - Tract 13492, Lots 1 through 53
Schedule N - Tract 14212, Lots 149 through 152, 178 through 186, and 192 through 211
Schedule O - Tract 15192, Lots 1 through 158
Schedule P - Tract 12776, Lots 1 through 77
Schedule Q - Tract 13684, Lots 1 through 74
Annexed Properties - Tract 15382, Lots 1 through 58
Annexed Properties - Tract 20924, Lots 1 through 23
Annexed Properties - Portions of Lots 10 and 11 of the Arnaz Property in the Rancho Rincon De Los Bueyes

General Notes

1. All lots listed on the schedule are restricted to residential use only.
2. Unless otherwise indicated, the principal street on which the building site fronts is the street listed as the address for the property; provided however that if a particular lot is tied to another lot such that only one home is built on the combined lots, the principal frontage may be on either lots.
3. Where the symbol "" is used in foregoing chart it means "feet".
4. Street addresses may vary where two Lots are being held under one street address.

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
9282	Airdrome Street	11398	1		20'		1500
9276	Airdrome Street	11398	2		20'		1500
9270	Airdrome Street	11398	3	55'	20'	10'	1500
9264	Airdrome Street	11398	4	55'	20'	10'	1500
9258	Airdrome Street	11398	5		20'		1500
9254	Airdrome Street	11398	6		20'		1500
9248	Airdrome Street	11398	7		20'		1500
9242	Airdrome Street	11398	8		20'		1500
9238	Airdrome Street	11398	9		20'		1500
9232	Airdrome Street	11398	10	55'	20'		1500
9222	Airdrome Street	11398	11	60'	15'		1500
1701	Bagley Avenue	11398	12	65'	10'	10'	1500
1713	Bagley Avenue	11398	13	60'	15'		1500
1717	Bagley Avenue	11398	14		20'		1500
1721	Bagley Avenue	11398	15		20'		1500
1731	Bagley Avenue	11398	16		20'		1500
9255	Monte Mar Drive	11398	17	60'	20'	15'	1500
9259	Monte Mar Drive	11398	18		20'		1500
9265	Monte Mar Drive	11398	19		20'		1500
9269	Monte Mar Drive	11398	20		20'		1500
9271	Monte Mar Drive	11398	21		20'		1500
9279	Monte Mar Drive	11398	22	55'	20'	10'	1500
9301	Monte Mar Drive	11398	23	55'	20'	10'	1500
9307	Monte Mar Drive	11398	24		20'		1500
9313	Monte Mar Drive	11398	25		20'		1500
9312	Monte Mar Drive	11398	26		20'		1500
9306	Monte Mar Drive	11398	27		20'		1500
9300	Monte Mar Drive	11398	28		20'		1500
9280	Monte Mar Drive	11398	29		20'		1500
9276	Monte Mar Drive	11398	30		20'		1500
9268	Monte Mar Drive	11398	31	53'	20'		1500
9260	Monte Mar Drive	11398	32	60'	20'		1500
9250	Monte Mar Drive	11398	33	70'	20'	10'	1500
9301	Kirkside Road	11398	34	55'	20'	10'	1600
9307	Kirkside Road	11398	35		20'		1600
9311	Kirkside Road	11398	36		20'		1600
9317	Kirkside Road	11398	37		20'		1600
9323	Kirkside Road	11398	38		20'		1600
9327	Kirkside Road	11398	39		20'		1600
9333	Kirkside Road	11398	40		20'		1600
9339	Kirkside Road	11398	41		20'		1700
9345	Kirkside Road	11398	42		20'		1700
9349	Kirkside Road	11398	43		20'		1700
9355	Kirkside Road	11398	44		20'		1700
9401	Kirkside Road	11398	45		20'		1700
9407	Kirkside Road	11398	46		20'		1700
9411	Kirkside Road	11398	47		20'		1700
9417	Kirkside Road	11398	48		20'		1700
9423	Kirkside Road	11398	49		20'		1700
9429	Kirkside Road	11398	50		20'		1800

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
9435	Kirkside Road	11398	51		20'		1800
9441	Kirkside Road	11398	52		20'		1800
9447	Kirkside Road	11398	53	70'	20'		1800
9501	Kirkside Road	11398	54	70'	20'		1800
9500	Kirkside Road	11398	55	70'	20'		1800
9440	Kirkside Road	11398	56	70'	20'		1800
9436	Kirkside Road	11398	57		20'		1800
9430	Kirkside Road	11398	58		20'		1800
9424	Kirkside Road	11398	59		20'		1800
9418	Kirkside Road	11398	60		20'		1700
9412	Kirkside Road	11398	61		20'		1700
9406	Kirkside Road	11398	62		20'		1700
9400	Kirkside Road	11398	63		20'		1700
9354	Kirkside Road	11398	64		20'		1700
9348	Kirkside Road	11398	65		20'		1700
9342	Kirkside Road	11398	66		20'		1700
9336	Kirkside Road	11398	67		20'		1700
9330	Kirkside Road	11398	68		20'		1600
9324	Kirkside Road	11398	69	55'	20'		1600
9318	Kirkside Road	11398	70		20'		1600
9312	Kirkside Road	11398	71		20'		1600
9306	Kirkside Road	11398	72		20'		1600
9300	Kirkside Road	11398	73	65'	20'	10'	1600
9301	Oakmore Road	11398	74	60'	20'	10'	1600
9309	Oakmore Road	11398	75		20'		1600
9315	Oakmore Road	11398	76		20'		1600
9325	Oakmore Road	11398	77		20'		1600
9327	Oakmore Road	11398	78		20'		1600
9333	Oakmore Road	11398	79		20'		1600
9339	Oakmore Road	11398	80		20'		1700
9345	Oakmore Road	11398	81		20'		1700
9351	Oakmore Road	11398	82		20'		1700
9401	Oakmore Road	11398	83		20'		1700
9407	Oakmore Road	11398	84		20'		1700
9415	Oakmore Road	11398	85		20'		1700
9419	Oakmore Road	11398	86		20'		1700
9425	Oakmore Road	11398	87		20'		1800
9431	Oakmore Road	11398	88		20'		1800
9437	Oakmore Road	11398	89		20'		1800
9443	Oakmore Road	11398	90	70'	20'		1800
9501	Oakmore Road	11398	91	70'	20'		1800
9500	Oakmore Road	11398	92	70'	25'		1800
9444	Oakmore Road	11398	93	70'	25'		1800
9438	Oakmore Road	11398	94		25'		1800
9432	Oakmore Road	11398	95		25'		1800
9426	Oakmore Road	11398	96		25'		1800
9418	Oakmore Road	11398	97		25'		1700
9412	Oakmore Road	11398	98		25'		1700
9406	Oakmore Road	11398	99		25'		1700
9400	Oakmore Road	11398	100		25'		1700
9350	Oakmore Road	11398	101		25'		1700

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
9344	Oakmore Road	11398	102		25'		1700
9338	Oakmore Road	11398	103		25'		1700
9332	Oakmore Road	11398	104		25'		1600
9326	Oakmore Road	11398	105		25'		1600
9320	Oakmore Road	11398	106		25'		1600
9314	Oakmore Road	11398	107		25'		1600
9308	Oakmore Road	11398	108		25'		1600
9302	Oakmore Road	11398	109	65'	25'	10'	1600
9301	Cresta Drive	11398	110	60'	20'	10'	1700
9309	Cresta Drive	11398	111		20'		1700
9315	Cresta Drive	11398	112		20'		1700
9321	Cresta Drive	11398	113		20'		1700
9327	Cresta Drive	11398	114		20'		1700
9333	Cresta Drive	11398	115		20'		1700
9339	Cresta Drive	11398	116		20'		1700
9345	Cresta Drive	11398	117		20'		1700
9351	Cresta Drive	11398	118		20'		1700
9357	Cresta Drive	11398	119		20'		1700
9401	Cresta Drive	11398	120		20'		1700
9407	Cresta Drive	11398	121		20'		1700
9415	Cresta Drive	11398	122		20'		1800
9419	Cresta Drive	11398	123		20'		1800
9425	Cresta Drive	11398	124		20'		1800
9431	Cresta Drive	11398	125		20'		1800
9437	Cresta Drive	11398	126	70'	20'		1800
9501	Cresta Drive	11398	127	70'	20'		1800
9500	Cresta Drive	11398	128	70'	25'		1800
9440	Cresta Drive	11398	129	70'	25'		1800
9436	Cresta Drive	11398	130		25'		1800
9430	Cresta Drive	11398	131		25'		1800
9424	Cresta Drive	11398	132		25'		1800
9418	Cresta Drive	11398	133		25'		1800
9412	Cresta Drive	11398	134		25'		1800
9406	Cresta Drive	11398	135		25'		1800
9400	Cresta Drive	11398	136		25'		1800
9348	Cresta Drive	11398	137		25'		1800
9342	Cresta Drive	11398	138		25'		1800
9336	Cresta Drive	11398	139		25'		1800
9330	Cresta Drive	11398	140		25'		1800
9324	Cresta Drive	11398	141		25'		1800
9318	Cresta Drive	11398	142		25'		1800
9312	Cresta Drive	11398	143		25'		1800
9306	Cresta Drive	11398	144		25'		1800
9300	Cresta Drive	11398	145	65'	25'	10'	1800
9301	Sawyer Street	11398	146	60'	25'	10'	1800
9307	Sawyer Street	11398	147	57'	25'		1800
9311	Sawyer Street	11398	148	57'	25'		1800
9321	Sawyer Street	11398	149	57'	25'		1800
9325	Sawyer Street	11398	150	57'	25'		1800
9331	Sawyer Street	11398	151	57'	25'		1800
9337	Sawyer Street	11398	152	57'	25'		1800

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
9343 Sawyer Street		11398	153	57'	25'		1800
9401 Sawyer Street		11398	154	57'	25'		1800
9407 Sawyer Street		11398	155	57'	25'		1800
9413 Sawyer Street		11398	156	57'	25'		1800
9421 Sawyer Street		11398	157	57'	25'		1800
9427 Sawyer Street		11398	158	56'	25'		1800
9433 Sawyer Street		11398	159	55'	25'		1800
9439 Sawyer Street		11398	160	55'	25'		1800
9445 Sawyer Street		11398	161	65'	25'		1800
9501 Sawyer Street		11398	162	55'	25'		1800
9500 Sawyer Street		11398	163	65'	15'		1800
9501 Bolton Road		11398	164	65'	15'		1800
9500 Bolton Road		11398	165	65'	15'		1800
2049 Beverly Drive		11398	166	65'	15'		1800
2050 Beverly Drive		11398	167	65'	15'		1800
9430 Bolton Road		11398	168	65'	15'		1800
9431 Bolton Road		11398	169	65'	15'		1800
9430 Sawyer Street		11398	170	65'	15'		1800
9424 Sawyer Street		11398	171	65'	20'		1800
9418 Sawyer Street		11398	172	65'	25'		1800
9412 Sawyer Street		11398	173	65'	25'		1800
9406 Sawyer Street		11398	174	63'	25'		1800
9400 Sawyer Street		11398	175	63'	25'		1800
9338 Sawyer Street		11398	176	63'	25'		1800
9332 Sawyer Street		11398	177	63'	25'		1800
9326 Sawyer Street		11398	178	63'	25'		1800
9318 Sawyer Street		11398	179	63'	25'		1800
1930 Bagley Avenue		11398	180	65'	15'	10'	1600
1924 Bagley Avenue		11398	181	50'	20'		1600
1920 Bagley Avenue		11398	182		25'		1600
1914 Bagley Avenue		11398	183		25'		1600
1912 Bagley Avenue		11398	184		25'		1600
1906 Bagley Avenue		11398	185		25'		1600
1900 Bagley Avenue		11398	186		25'		1600
1850 Bagley Avenue		11398	187		25'		1600
1848 Bagley Avenue		11398	188		25'		1600
1844 Bagley Avenue		11398	189		25'		1600
1838 Bagley Avenue		11398	190		25'		1600
1832 Bagley Avenue		11398	191		25'		1600
1826 Bagley Avenue		11398	192		25'		1600
1818 Bagley Avenue		11398	193		25'		1600
1812 Bagley Avenue		11398	194		25'		1600
1806 Bagley Avenue		11398	195	55'	25'		1600
1800 Bagley Avenue		11398	196	55'	20'		1600
1768 Bagley Avenue		11398	197	55'	15'		1600
1760 Bagley Avenue		11398	198	55'	10'		1500
9244 Monte Mar Drive		11398	199	60'	10'	10'	1500
9236 Monte Mar Drive		11398	200	60'	10'		1500
9230 Monte Mar Drive		11398	201	55'	15'		1500
9224 Monte Mar Drive		11398	202	54'	20'		1500
9220 Monte Mar Drive		11398	203	53'	25'		1500

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
9214 Monte Mar Drive		11398	204	53'	25'		1500
1801 Hillsboro Avenue		11398	205	52'	25'		1500
1807 Hillsboro Avenue		11398	206	52'	25'		1500
1811 Hillsboro Avenue		11398	207	52'	25'		1500
1817 Hillsboro Avenue		11398	208	52'	25'		1500
9206 Monte Mar Drive		11398	209	55'	15'	10'	1500
9152 Monte Mar Drive		11398	210	50'	20'		1500
9201 Monte Mar Drive		11398	211	65'	10'	10'	1500
9215 Monte Mar Drive		11398	212	60'	15'		1500
9221 Monte Mar Drive		11398	213	60'	20'		1500
9229 Monte Mar Drive		11398	214	55'	20'		1500
9235 Monte Mar Drive		11398	215	60'	15'		1500
1740 Bagley Avenue		11398	216	55'	15'	10'	1500
1734 Bagley Avenue		11398	217		20'		1500
1730 Bagley Avenue		11398	218		20'		1500
1724 Bagley Avenue		11398	219		20'		1500
1718 Bagley Avenue		11398	220	60'	15'		1500
1710 Bagley Avenue		11398	221	60'	10'		1500
1700 Bagley Avenue		11398	222	70'	10'	10'	1500
1717 Canfield Avenue		11398	223	60'	10'		1500
1723 Canfield Avenue		11398	224	60'	15'		1500
1727 Canfield Avenue		11398	225		20'		1500
1731 Canfield Avenue		11398	226		25'		1500
1733 Canfield Avenue		11398	227		25'		1500
1746 Canfield Avenue		11398	228		25'		1500
1751 Canfield Avenue		11398	229		20'		1500
1763 Canfield Avenue		11398	230	60'	15'		1500
Beverlywood Parkland		11398	231				
Beverlywood Parkland		11398	232				
Beverlywood Parkland		11398	233				
Beverlywood Parkland		11398	234				
Beverlywood Parkland		11398	235				
Beverlywood Parkland		11398	236				
Beverlywood Parkland		11398	237				
Beverlywood Parkland		11398	238				
Beverlywood Parkland		11398	239				
Beverlywood Parkland		11398	240				
Beverlywood Parkland		11398	241				
Beverlywood Parkland		11398	242				
Beverlywood Parkland		11398	243				
Beverlywood Parkland		11398	244				
Beverlywood Parkland		11398	245				
Beverlywood Parkland		11398	246				
Beverlywood Parkland		11398	247				
Beverlywood Parkland		11398	248				
Beverlywood Parkland		11398	249				
Beverlywood Parkland		11398	250				
Beverlywood Parkland		11398	251				
Beverlywood Parkland		11398	252				
Beverlywood Parkland		11398	253				

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
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Notes to Tract 11398

1. Lot 162 is also known as Lot 65 of Tract 11477. Lot 163 is also known as Lot 83 of Tract 11477. Lot 163 is also known as Lot 1 of Tract 13492.
2. Lot 165 is also known as Lot 30 of Tract 13492. Lot 166 is also known as Lot 19 of Tract 12771. Lot 57 is also known as Lot 18 of Tract 12771.
3. Lot 169 is also known as Lot 11 of Tract 13094.
4. Lot 209 is also known as Lot 23 of Tract 12406.
5. Lot 210 is also known as Lot 22 of Tract 12406.
6. Lots 223 through 230 are also known as Lots 1 through 8 of Tract 12469, respectively.
7. By amendment to Declaration of Restrictions dated July 3, 1940, the setbacks were changed on Lots 34 to 73, inclusive, from 25 feet to 20 feet, as reflected in this Schedule.

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
1570 Beverly Drive		12405	1	75'	25'		1800
1600 Beverly Drive		12405	2	61'	25'		1800
1606 Beverly Drive		12405	3	61'	25'		1800
1612 Beverly Drive		12405	4	60'	25'		1800
1618 Beverly Drive		12405	5	60'	25'		1800
1624 Beverly Drive		12405	6	70'	25'	10'	1800
9420 Monte Mar Drive		12405	7	70'	20'		1800
9414 Monte Mar Drive		12405	8	55'	20'		1800
9408 Monte Mar Drive		12405	9	53'	20'		1600
0404 Monte Mar Drive		12405	10	53'	20'		1600
9374 Monte Mar Drive		12405	11	53'	20'		1500
9368 Monte Mar Drive		12405	12	53'	20'		1500
9362 Monte Mar Drive		12405	13	53'	20'		1500
9356 Monte Mar Drive		12405	14	53'	20'		1500
9350 Monte Mar Drive		12405	15	53'	20'		1500
9344 Monte Mar Drive		12405	16	53'	20'		1500
9338 Monte Mar Drive		12405	17	53'	20'		1500
9332 Monte Mar Drive		12405	18	53'	20'		1500
9326 Monte Mar Drive		12405	19	53'	20'		1500
9320 Monte Mar Drive		12405	20	53'	20'		1500
9321 Monte Mar Drive		12405	21	55'	20'		1500
9327 Monte Mar Drive		12405	22	55'	20'		1500
9333 Monte Mar Drive		12405	23	55'	20'		1500
9339 Monte Mar Drive		12405	24	55'	20'		1500
9345 Monte Mar Drive		12405	25	55'	20'		1500
9351 Monte Mar Drive		12405	26	55'	20'		1500
9357 Monte Mar Drive		12405	27	50'	20'		1500
9363 Monte Mar Drive		12405	28	55'	20'		1500
9369 Monte Mar Drive		12405	29	70'	20'	10'	1500
1625 Rexford Drive		12405	30	65'	20'	10'	1600
1619 Rexford Drive		12405	31	51'	20'		1600
1613 Rexford Drive		12405	32	51'	20'		1600
1607 Rexford Drive		12405	33	51'	20'		1600
1601 Rexford Drive		12405	34	53'	20'		1600
1571 Rexford Drive		12405	35	65'	20'		1600
9376 Airdrome Street		12405	36	60'	20'		1500
9366 Airdrome Street		12405	37	60'	20'		1500
9358 Airdrome Street		12405	38	60'	20'		1500
9350 Airdrome Street		12405	39	60'	20'		1500
9342 Airdrome Street		12405	40	58'	20'		1500
9332 Airdrome Street		12405	41	56'	20'		1500
9324 Airdrome Street		12405	42	56'	20'		1500
9316 Airdrome Street		12405	43	56'	20'		1500
9310 Airdrome Street		12405	44	56'	20'		1500
9300 Airdrome Street		12405	45	56'	20'		1500
Beverlywood Parkland		12405	46				

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
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Notes to Tract 12405

That portion of Lot 1, as described as follows:

Beginning at the most northerly corner of said lot thence south 0° 11' 32" east 18.81 feet along said westerly line of said lot; thence north 89° 48' 28" east a distance of 15 feet; thence north 0° 11' 32" west a distance of 15.37 feet to the northerly line of said lot; thence 77° 16' 52" west 15.39 feet along said northerly line to the point of beginning;

shall be and is hereby restricted for use only as a space for ornamental gates, ornamental planting and/or other ornamental purposes, and no building or structure other than ornamental gates shall at any time be erected thereon, but such restrictions shall not be deemed or construed as a present dedication of said portion of said lot to the public or to the owners of the building sites or said property for park or other purposes. The planting, care and maintenance of said portion of said lot shall be the duty of the Association, until said portion of said lot shall be dedicated to the public, if ever, as an area for ornamental purposes.

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
9000 Monte Mar Drive		12406	1	50'	25'		1500
9006 Monte Mar Drive		12406	2	52'	25'		1500
9012 Monte Mar Drive		12406	3	52'	25'		1500
9016 Monte Mar Drive		12406	4	52'	25'		1500
9022 Monte Mar Drive		12406	5	52'	25'		1500
9028 Monte Mar Drive		12406	6	52'	25'		1500
9032 Monte Mar Drive		12406	7	52'	25'		1500
9038 Monte Mar Drive		12406	8	52'	25'		1500
9042 Monte Mar Drive		12406	9	52'	25'		1500
9048 Monte Mar Drive		12406	10	52'	25'		1500
9054 Monte Mar Drive		12406	11	52'	25'		1500
9100 Monte Mar Drive		12406	12	52'	25'		1500
9106 Monte Mar Drive		12406	13	52'	25'		1500
9110 Monte Mar Drive		12406	14	52'	25'		1500
9116 Monte Mar Drive		12406	15	52'	25'		1500
9122 Monte Mar Drive		12406	16	52'	25'		1500
9126 Monte Mar Drive		12406	17	52'	25'		1500
9132 Monte Mar Drive		12406	18	52'	25'		1500
9136 Monte Mar Drive		12406	19	52'	25'		1500
9142 Monte Mar Drive		12406	20	52'	25'		1500
9148 Monte Mar Drive		12406	21	52'	25'		1500
9152 Monte Mar Drive		12406	22	52'	25'		1500
9206 Monte Mar Drive		12406	23	60'	25'	10'	1800
9149 Cresta Drive		12406	23	65'	25'	10'	1800
9143 Cresta Drive		12406	24	53'	25'		1800
9137 Cresta Drive		12406	25	53'	25'		1800
9133 Cresta Drive		12406	26	53'	25'		1800
9127 Cresta Drive		12406	28	53'	25'		1800
9121 Cresta Drive		12406	27	53'	25'		1700
9117 Cresta Drive		12406	28	52'	25'		1700
9111 Cresta Drive		12406	29	52'	25'		1700
9107 Cresta Drive		12406	30	52'	25'		1500
9101 Cresta Drive		12406	31	52'	25'		1500
9055 Cresta Drive		12406	32	52'	25'		1500
9049 Cresta Drive		12406	33	52'	25'		1500
9043 Cresta Drive		12406	34	52'	25'		1500
9039 Cresta Drive		12406	35	52'	25'		1500
9033 Cresta Drive		12406	36	52'	25'		1500
9029 Cresta Drive		12406	37	52'	25'		1500
9023 Cresta Drive		12406	38	52'	25'		1500
9017 Cresta Drive		12406	39	52'	25'		1500
9013 Cresta Drive		12406	40	52'	25'		1500
9007 Cresta Drive		12406	41	52'	25'		1500
9001 Cresta Drive		12406	42	50'	25'		1500
9000 Cresta Drive		12406	43	50'	25'		1500
9006 Cresta Drive		12406	44	52'	25'		1500
9012 Cresta Drive		12406	45	52'	25'		1500
9016 Cresta Drive		12406	46	52'	25'		1500
9022 Cresta Drive		12406	47	52'	25'		1500
9028 Cresta Drive		12406	48	52'	25'		1500

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
9032 Cresta Drive		12406	49	52'	25'		1500
9038 Cresta Drive		12406	50	52'	25'		1500
9042 Cresta Drive		12406	51	52'	25'		1500
9048 Cresta Drive		12406	52	52'	25'		1600
9054 Cresta Drive		12406	53	52'	25'		1600
9100 Cresta Drive		12406	54	52'	25'		1600
9106 Cresta Drive		12406	55	54'	25'		1600
9110 Cresta Drive		12406	56	57'	25'		1700
9116 Cresta Drive		12406	57	57'	25'		1700
9122 Cresta Drive		12406	58	57'	25'		1800
9128 Cresta Drive		12406	59	57'	25'		1800
9132 Cresta Drive		12406	60	57'	25'		1800
9138 Cresta Drive		12406	61	58'	25'		1800
9144 Cresta Drive		12406	62	60'	25'	10'	1800
1911 Hillsboro Avenue		12406	63	58'	25'		1600
1905 Hillsboro Avenue		12406	64	58'	25'		1600
1901 Hillsboro Avenue		12406	65	58'	25'		1600
1839 Hillsboro Avenue		12406	66	58'	25'		1600
1833 Hillsboro Avenue		12406	67	58'	25'		1600
1827 Hillsboro Avenue		12406	68	62'	25'		1600
1821 Hillsboro Avenue		12406	69	62'	25'		1500
Beverlywood Parkland		12406	70				
Beverlywood Parkland		12406	71				
Beverlywood Parkland		12406	72				

Notes to Tract 12406

Notwithstanding the side setback restrictions described in the Declaration, with the consent of the Association, one of the side line setbacks of any Residence located on the real property described above may be reduced to not less than four (4) feet, provided the sum of the widths of the sideyard so reduced and the continuous sideyard of the next lot adjoining is not less than ten (10) feet and the distance between exterior wall lines of the buildings upon such two (2) adjacent lots is not less than ten (10) feet.

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
9314 Sawyer Street		12771	1	58'	20'		1800
9310 Sawyer Street		12771	2	58'	15'		1800
9300 Sawyer Street		12771	3	65'	15'	10'	1800
9303 Bolton Road		12771	4	60'	15'	10'	1600
9300 Bolton Road		12771	5	65'	15'	10'	1700
9305 Duxbury Road		12771	6	70'	20'	10'	1800
9323 Duxbury Road		12771	7	69'	20'		1800
9325 Duxbury Road		12771	8	67'	20'		1800
9333 Duxbury Road		12771	9	67'	20'		1800
9345 Duxbury Road		12771	10	64'	20'		1800
9353 Duxbury Road		12771	11	60'	20'		1800
9401 Duxbury Road		12771	12	60'	20'		1800
9415 Duxbury Road		12771	13	60'	20'		1800
9417 Duxbury Road		12771	14	60'	20'		1800
9425 Duxbury Road		12771	15	74'	20'		2000
9435 Duxbury Road		12771	16	74'	20'		2000
9445 Duxbury Road		12771	17	70'	20'	15'	2000
2050 Beverly Drive		12771	18	75'	15'		1800
2049 Beverly Drive		12771	19	75'	15'	15'	1800
2101 Duxbury Circle		12771	20	70'	25'		2000
2107 Duxbury Circle		12771	21	60'	25'		1800
2100 Duxbury Circle		12771	22	75'	20'	15'	1800
9438 Duxbury Road		12771	23	75'	20'	15'	2000
9428 Duxbury Road		12771	24	75'	20'		2000
9422 Duxbury Road		12771	25	75'	25'		2000
9410 Duxbury Road		12771	26	65'	25'		1800
9400 Duxbury Road		12771	27	60'	25'		1800
9354 Duxbury Road		12771	28	60'	25'		1800
9342 Duxbury Road		12771	29	60'	25'		1800
9330 Duxbury Road		12771	30	60'	25'		1800
9324 Duxbury Road		12771	31	60'	25'		1800
9320 Duxbury Road		12771	32	60'	25'		1800
9314 Duxbury Road		12771	33	60'	25'		1800
9300 Duxbury Road		12771	34	70'	25'	10'	1800
2050 Bagley Avenue		12771	35	60'	20'		1600
2044 Bagley Avenue		12771	36	60'	20'		1600
2038 Bagley Avenue		12771	37	60'	20'		1600
2030 Bagley Avenue		12771	38	64'	20'		1600
2024 Bagley Avenue		12771	39	64'	20'		1600
2022 Bagley Avenue		12771	40	64'	20'		1500
2012 Bagley Avenue		12771	41	66'	20'		1600
2010 Bagley Avenue		12771	42	66'	20'		1600
2004 Bagley Avenue		12771	43	70'	20'	15'	1600

Notes to Tract 12771

None

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
1565 Beverly Drive		11477	1	58'	25'		1800
1571 Beverly Drive		11477	2	58'	25'		1800
1601 Beverly Drive		11477	3	59'	25'		1800
1607 Beverly Drive		11477	4	60'	25'		1800
1613 Beverly Drive		11477	5	60'	25'		1800
1619 Beverly Drive		11477	6	60'	25'		1800
1625 Beverly Drive		11477	7	73'	25'	15'	1800
9500 Monte Mar Drive		11477	8	70'	20'		1800
9508 Monte Mar Drive		11477	9	60'	20'		1800
9514 Monte Mar Drive		11477	10	55'	20'		1700
9520 Monte Mar Drive		11477	11	52'	20'		1700
9526 Monte Mar Drive		11477	12	52'	30'		1600
9530 Monte Mar Drive		11477	13	52'	20'		1600
9536 Monte Mar Drive		11477	14	52'	20'		1500
9542 Monte Mar Drive		11477	15	52'	20'		1500
9546 Monte Mar Drive		11477	16	52'	20'		1500
9555 Kirkside Road		11477	17	55'	20'		1500
9543 Kirkside Road		11477	18	55'	20'		1500
9537 Kirkside Road		11477	19	55'	20'		1500
9531 Kirkside Road		11477	20	55'	20'		1600
9527 Kirkside Road		11477	21	55'	20'		1600
9521 Kirkside Road		11477	22	55'	20'		1700
9515 Kirkside Road		11477	23	55'	20'		1700
9505 Kirkside Road		11477	24	60'	20'		1800
9508 Kirkside Road		11477	25	60'	20'		1800
9514 Kirkside Road		11477	26	59'	20'		1800
9520 Kirkside Road		11477	27	56'	20'		1800
9526 Kirkside Road		11477	28	55'	20'		1700
9532 Kirkside Road		11477	29	55'	20'		1700
9538 Kirkside Road		11477	30	55'	20'		1600
9542 Kirkside Road		11477	31	55'	20'		1600
9548 Kirkside Road		11477	32	55'	20'		1600
9551 Oakmore Road		11477	33	55'	20'		1600
9545 Oakmore Road		11477	34	55'	20'		1600
9539 Oakmore Road		11477	35	55'	20'		1700
9533 Oakmore Road		11477	36	55'	20'		1700
9527 Oakmore Road		11477	37	59'	20'		1800
9521 Oakmore Road		11477	38	59'	20'		1800
9515 Oakmore Road		11477	39	59'	20'		1800
9509 Oakmore Road		11477	40	60'	20'		1800
9508 Oakmore Road		11477	41	60'	20'		1800
9514 Oakmore Road		11477	42	59'	20'		1800
9520 Oakmore Road		11477	43	59'	20'		1800
9528 Oakmore Road		11477	44	59'	20'		1800
9532 Oakmore Road		11477	45	55'	20'		1700
9538 Oakmore Road		11477	46	55'	20'		1700
9544 Oakmore Road		11477	47	55'	20'		1600
9550 Oakmore Road		11477	48	55'	20'		1600
9551 Cresta Drive		11477	49	55'	20'		1600
9545 Cresta Drive		11477	50	55'	20'		1600

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
9539	Cresta Drive	11477	51	55'	20'		1700
9533	Cresta Drive	11477	52	55'	20'		1700
9527	Cresta Drive	11477	53	59'	20'		1800
9521	Cresta Drive	11477	54	59'	20'		1800
9515	Cresta Drive	11477	55	59'	20'		1800
9509	Cresta Drive	11477	56	60'	20'		1800
9508	Cresta Drive	11477	57	60'	20'		1800
9514	Cresta Drive	11477	58	60'	20'		1800
9520	Cresta Drive	11477	59	60'	20'		1800
9526	Cresta Drive	11477	60	60'	20'		1800
9532	Cresta Drive	11477	61	59'	15'		1700
9536	Cresta Drive	11477	62	60'	15'		1700
9544	Cresta Drive	11477	63	60'	15'		1600
9550	Cresta Drive	11477	64	59'	15'		1600
9501	Sawyer Street	11477	65	55'	25'		1800
9509	Sawyer Street	11477	66	60'	20'		1800
9515	Sawyer Street	11477	67	60'	15'		1800
9521	Sawyer Street	11477	68	60'	15'		1800
9527	Sawyer Street	11477	69	60'	15'		1800
9533	Sawyer Street	11477	70	58'	15'		1800
9539	Sawyer Street	11477	71	58'	15'		1800
9545	Sawyer Street	11477	72	58'	15'		1800
9551	Sawyer Street	11477	73	58'	15'		1800
9555	Sawyer Street	11477	74	40'	15'		1800
9561	Sawyer Street	11477	75	40'	15'		1800
9552	Sawyer Street	11477	76	40'	15'		1800
9548	Sawyer Street	11477	77	40'	15'		1800
9540	Sawyer Street	11477	78	60'	15'		1800
9534	Sawyer Street	11477	79	62'	15'		1800
9526	Sawyer Street	11477	80	63'	15'		1800
9520	Sawyer Street	11477	81	64'	15'		1800
9512	Sawyer Street	11477	82	70'	15'		1800
9500	Sawyer Street	11477	83	75'	15'		1800

Notes to Tract 11477

1. That portion of Lot 1, described as follows:

Beginning at the northeast corner of said Lot 1; thence south 0° 11' 32" east 37.15 feet along the easterly line of said Lot 1; thence south 89° 48' 28" west a distance of 15 feet; thence north 0° 11' 32" west a distance of 20 feet; thence north 89° 48' 28" east a distance of 8 feet; thence north 0° 11' 32" west a distance of 17.15 feet to the northerly line of said Lot 1; thence easterly 7 feet along the northerly line of said Lot 1 to the point of beginning,

shall be and hereby restricted only for use for ornamental gates, ornamental planting and/or other ornamental purposes, and no building or structure other than ornamental gates shall at any time be erected thereon, but such restriction shall not be deemed or construed as a present dedication of said portion of said lot to the public or to the owners of building sites on said property for park or other purposes. The planting, care and maintenance of said portion of said lot shall be the duty of the Association, until said portion of said lot shall be dedicated to the public, if ever, as an area for ornamental purposes.

2. Notwithstanding the side setback restrictions described in the Declaration, with the consent of the Association, one of the side line setbacks of any Residence located on the real property described above may be reduced to not less than four (4) feet, provided the sum of the

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
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widths of the sideyard so reduced and the continuous sideyard of the next lot adjoining is not less than ten (10) feet and the distance between exterior wall lines of the buildings upon such two (2) adjacent lots is not less than ten (10) feet.

2100 Bagley Avenue		12780	1	60'	15'		1600
2106 Bagley Avenue		12780	2	60'	15'		1600
2112 Bagley Avenue		12780	3	60'	15'		1600
2118 Bagley Avenue		12780	4	60'	15'		1600
2124 Bagley Avenue		12780	5	60'	15'		1600
2206 Bagley Avenue		12780	6	65'	15'		1600
2212 Bagley Avenue		12780	7	65'	15'		1600
2220 Bagley Avenue		12780	8	65'	15'		1600
2226 Bagley Avenue		12780	9	60'	15'		1600
2232 Bagley Avenue		12780	10	60'	15'		1600
2238 Bagley Avenue		12780	11	60'	15'		1600
2244 Bagley Avenue		12780	12	60'	15'		1600
2250 Bagley Avenue		12780	13	60'	15'		1600
2256 Bagley Avenue		12780	14	60'	15'		1700
2262 Bagley Avenue		12780	15	75'	15'	10'	1800
2253 Bagley Avenue		12780	16	70'	15'		1600
2261 Bagley Avenue		12780	17	75'	15'	10'	1800
2250 Guthrie Drive		12780	18	70'	25'	10'	1800
2242 Guthrie Drive		12780	19	65'	25'		1800
2236 Guthrie Drive		12780	20*	60'	25'		1800
2230 Guthrie Drive		12780	21*	60'	25'		1800
2224 Guthrie Drive		12780	22*	60'	25'		1800
2218 Guthrie Drive		12780	23*	60'	25'		1800
2212 Guthrie Drive		12780	24*	60'	25'		1800
2206 Guthrie Drive		12780	25*	65'	25'		1800
2200 Guthrie Drive		12780	26*	60'	25'		1800
2194 Guthrie Drive		12780	27*	40'	25'		1800
2190 Guthrie Drive		12780	28*	40'	25'		1800
2184 Guthrie Drive		12780	29	50'	25'		1800
2178 Guthrie Drive		12780	30	60'	25'		1800
2170 Guthrie Drive		12780	31	63'	25'		1800
2164 Guthrie Drive		12780	32	63'	25'		1800
2158 Guthrie Drive		12780	33	63'	25'		1800
2152 Guthrie Drive		12780	34	64'	25'		1800
2146 Guthrie Drive		12780	35	65'	25'		1800
2138 Guthrie Drive		12780	36	65'	25'		1800
2130 Guthrie Drive		12780	37	70'	25'		1800
2122 Guthrie Drive		12780	38	75'	25'		1800
2112 Guthrie Drive		12780	39	75'	20'		1800
2151 Guthrie Drive		12780	40	75'	25'	15'	1800
2159 Guthrie Drive		12780	41	60'	25'		1800
2165 Guthrie Drive		12780	42	65'	25'		1800
2171 Guthrie Drive		12780	43	65'	25'		1800
2177 Guthrie Drive		12780	44	65'	25'		1800
2185 Guthrie Drive		12780	45	65'	20'	20'	1800
2209 Guthrie Drive		12780	46	65'	20'		1800
2217 Guthrie Drive		12780	47	70'	20'		1800
2227 Guthrie Drive		12780	48	80'	20'	20'	1800

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
2268	Guthrie Circle	12780	49	72'	20'		1800
2262	Guthrie Circle	12780	50	62'	20'		1800
2256	Guthrie Circle	12780	51	62'	20'		1800
2250	Guthrie Circle	12780	52	62'	20'		1600
2242	Guthrie Circle	12780	53	65'	20'		1800
2222	Guthrie Circle	12780	54	65'	15'	15'	1800
2201	Guthrie Circle	12780	55	70'	15'	15'	1800
2209	Guthrie Circle	12780	56	60'	15'		1700
2215	Guthrie Circle	12780	57	60'	15'		1700
2221	Guthrie Circle	12780	58	55'	15'		1700
2227	Guthrie Circle	12780	59	55'	20'		1700
2233	Guthrie Circle	12780	60	55'	20'		1700
2239	Guthrie Circle	12780	61	55'	20'		1700
2245	Guthrie Circle	12780	62	55'	15'		1700
2251	Guthrie Circle	12780	63	60'	15'		1600
2257	Guthrie Circle	12780	64	60'	15'		1600
2263	Guthrie Circle	12780	65	60'	15'		1600
2269	Guthrie Circle	12780	66	61'	15'		1600
2275	Guthrie Circle	12780	67	61'	15'		1600
2241	Guthrie Drive	12780	68	80'	15'	15'	1600
2251	Guthrie Drive	12780	69	62'	15'		1600

Notes to Tract 12780

Any Residence erected or maintained on Lots 20 to 28, both numbers inclusive, shall front on Guthrie Drive, and any such Residence permitted shall have a setback of not less than fifteen (15) feet from Bagley Avenue, and, furthermore, there shall be no ingress or egress from said buildings sites to Bagley Avenue.

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
1956 Livonia Avenue		12983	1	65'	15'	10'	1400
1952 Livonia Avenue		12983	2	58'	15'		1400
1948 Livonia Avenue		12983	3	58'	15'		1400
1944 Livonia Avenue		12983	4	58'	15'		1400
1940 Livonia Avenue		12983	5	58'	15'		1400
1936 Livonia Avenue		12983	6	58'	15'		1400
1932 Livonia Avenue		12983	7	58'	15'		1400
1928 Livonia Avenue		12983	8	58'	15'		1400
1924 Livonia Avenue		12983	9	58'	15'		1400
1920 Livonia Avenue		12983	10	58'	15'		1400
1916 Livonia Avenue		12983	11	58'	15'		1400
1912 Livonia Avenue		12983	12	58'	15'		1400
1908 Livonia Avenue		12983	13	58'	15'		1400
1904 Livonia Avenue		12983	14	58'	15'		1400
2214 Livonia Avenue		12983	15	59'	15'	10'	1400
1901 Livonia Avenue		12983	16	61'	15'	10'	1400
1905 Livonia Avenue		12983	17	57'	15'		1400
1909 Livonia Avenue		12983	18	57'	15'		1400
1913 Livonia Avenue		12983	19	57'	15'		1400
1917 Livonia Avenue		12983	20	57'	15'		1400
1921 Livonia Avenue		12983	21	57'	15'		1400
1925 Livonia Avenue		12983	22	57'	15'		1400
1929 Livonia Avenue		12983	23	57'	15'		1400
1933 Livonia Avenue		12983	24	57'	15'		1400
1935 Livonia Avenue		12983	25	57'	15'		1400
1941 Livonia Avenue		12983	26	57'	15'		1400
1945 Livonia Avenue		12983	27	57'	15'		1400
1949 Livonia Avenue		12983	28	65'	10'		1300
1976 Durango Avenue		12983	29	65'	15'	10'	1400
1966 Durango Avenue		12983	30	61'	15'		1200
1960 Durango Avenue		12983	31	62'	15'		1200
1956 Durango Avenue		12983	32	62'	15'		1200
1948 Crest Drive		12983	33	54'	15'	10'	1400
1944 Crest Drive		12983	34	50'	15'		1400
1940 Crest Drive		12983	35	50'	15'		1400
1936 Crest Drive		12983	36	50'	15'		1400
1932 Crest Drive		12983	37	52'	15'		1400
1928 Crest Drive		12983	38	55'	15'		1400
1924 Crest Drive		12983	39	55'	15'		1400
1920 Crest Drive		12983	40	55'	15'		1400
1916 Crest Drive		12983	41	55'	15'		1400
1912 Crest Drive		12983	42	55'	15'		1400
1908 Crest Drive		12983	43	55'	15'		1400
1904 Crest Drive		12983	44	55'	15'		1400
1900 Crest Drive		12983	45	61'	15'	10'	1400
1901 Crest Drive		12983	46	62'	15'	10'	1400
1905 Crest Drive		12983	47	55'	15'		1400
1909 Crest Drive		12983	48	55'	15'		1400
1913 Crest Drive		12983	49	55'	15'		1400
1917 Crest Drive		12983	50	55'	15'		1400

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
1921 Crest Drive		12983	51	55'	15'		1400
1925 Crest Drive		12983	52	55'	10'		1300
1929 Crest Drive		12983	53	60'	10'		1200
1933 Crest Drive		12983	54	65'	10'		1200
1936 Durango Avenue		12983	55	65'	10'	10'	1200
1932 Durango Avenue		12983	56	65'	10'		1200
1928 Durango Avenue		12983	57	65'	10'		1200
1924 Durango Avenue		12983	58	63'	10'		1200
1920 Durango Avenue		12983	59	62'	15'		1300
1916 Durango Avenue		12983	60	58'	15'		1400
1912 Durango Avenue		12983	61	55'	15'		1400
1908 Durango Avenue		12983	62	55'	15'		1400
1904 Durango Avenue		12983	63	55'	15'		1400
1900 Durango Avenue		12983	64	62'	15'	10'	1400
1905 Durango Avenue		12983	65	58'	15'		1400
1911 Durango Avenue		12983	66	58'	15'		1400
1915 Durango Avenue		12983	67	58'	15'		1400
1917 Durango Avenue		12983	68	55'	15'		1400
1921 Durango Avenue		12983	69	55'	15'		1400
1925 Durango Avenue		12983	70	55'	15'		1400
1929 Durango Avenue		12983	71	55'	15'		1400
1933 Durango Avenue		12983	72	55'	15'		1400
1937 Durango Avenue		12983	73	55'	15'		1400
1941 Durango Avenue		12983	74	55'	15'		1400
1945 Durango Avenue		12983	75	55'	15'		1400
1949 Durango Avenue		12983	76	55'	15'		1400
1953 Durango Avenue		12983	77	55'	15'		1400
1957 Durango Avenue		12983	78	55'	15'		1400
1961 Durango Avenue		12983	79	55'	15'		1400
1965 Durango Avenue		12983	80	55'	20'		1400
1969 Durango Avenue		12983	81	55'	20'		1400
1975 Durango Avenue		12983	82	55'	20'		1400
9001 Sawyer Street		12983	83	56'	20'		1400
9007 Sawyer Street		12983	84	54'	20'		1400
9013 Sawyer Street		12983	85	54'	20'		1400
9019 Sawyer Street		12983	86	54'	20'		1400
9023 Sawyer Street		12983	87	54'	20'		1400
9029 Sawyer Street		12983	88	54'	20'		1400
9035 Sawyer Street		12983	89	54'	20'		1400
9039 Sawyer Street		12983	90	54'	20'		1400
9101 Sawyer Street		12983	91	54'	20'		1400
9107 Sawyer Street		12983	92	54'	20'		1400
9111 Sawyer Street		12983	93	54'	20'		1400
9117 Sawyer Street		12983	94	54'	20'		1400
9123 Sawyer Street		12983	95	54'	20'		1400
9129 Sawyer Street		12983	96	54'	20'		1400
Beverlywood Parkland		12983	97				
Beverlywood Parkland		12983	98				

Notes to Tract 12983

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
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Notwithstanding the side setback restrictions described in the Declaration, with the consent of the Association, one of the side line setbacks of any Residence located on the real property described above may be reduced to not less than four (4) feet, provided the sum of the widths of the sideyard so reduced and the continuous sideyard of the next lot adjoining is not less than ten (10) feet and the distance between exterior wall lines of the buildings upon such two (2) adjacent lots is not less than ten (10) feet.

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
1630 Reeves Street		13058	1	70'	25'	15'	1800
1624 Reeves Street		13058	2	55'	25'		1700
1618 Reeves Street		13058	3	55'	25'		1700
1612 Reeves Street		13058	4	60'	25'		1700
1606 Reeves Street		13058	5	60'	25'		1700
1600 Reeves Street		13058	6	60'	25'		1700
1566 Reeves Street		13058	7	60'	25'		1700
1560 Reeves Street		13058	8	70'	25'		1700
1561 Reeves Street		13058	9	60'	25'		1700
1565 Reeves Street		13058	10	60'	25'		1700
1569 Reeves Street		13058	11	60'	25'		1700
1601 Reeves Street		13058	12	55'	25'		1700
1607 Reeves Street		13058	13	55'	25'		1700
1615 Reeves Street		13058	14	55'	25'		1700
1617 Reeves Street		13058	15	55'	25'		1700
1623 Reeves Street		13058	16	55'	25'		1700
1629 Reeves Street		13058	17	70'	25'	10'	1800
9600 Monte Mar Drive		13058	18	52'	20'		1500
9604 Monte Mar Drive		13058	19	52'	20'		1500
9610 Monte Mar Drive		13058	20	52'	20'		1500
9616 Monte Mar Drive		13058	21	55'	20'		1600
9620 Monte Mar Drive		13058	22	55'	20'		1600
9626 Monte Mar Drive		13058	23	55'	20'		1600
9632 Monte Mar Drive		13058	24	70'	20'		1800
8635 Kirkside Road		13058	25	60'	20'		1800
9629 Kirkside Road		13058	26	55'	20'		1600
9623 Kirkside Road		13058	27	56'	20'		1600
9617 Kirkside Road		13058	28	57'	20'		1600
9613 Kirkside Road		13058	29	57'	20'		1600
9607 Kirkside Road		13058	30	56'	20'		1600
9601 Kirkside Road		13058	31	55'	20'		1600
9600 Kirkside Road		13058	32	55'	20'		1600
9606 Kirkside Road		13058	33	54'	20'		1600
9610 Kirkside Road		13058	34	54'	20'		1600
9616 Kirkside Road		13058	35	54'	20'		1600
9622 Kirkside Road		13058	36	55'	20'		1600
9626 Kirkside Road		13058	37	55'	20'		1600
9632 Kirkside Road		13058	38	65'	20'		1800
9635 Oakmore Road		13058	39	65'	20'		1800
9631 Oakmore Road		13058	40	57'	20'		1600
9625 Oakmore Road		13058	41	58'	20'		1600
9619 Oakmore Road		13058	42	58'	20'		1600
9613 Oakmore Road		13058	43	58'	20'		1600
9607 Oakmore Road		13058	44	58'	20'		1600
9601 Oakmore Road		13058	45	57'	20'		1600
9600 Oakmore Road		13058	46	53'	20'		1600
9606 Oakmore Road		13058	47	52'	20'		1600
9610 Oakmore Road		13058	48	52'	20'		1600
9616 Oakmore Road		13058	49	52'	20'		1600
9620 Oakmore Road		13058	50	52'	20'		1600

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
9626	Oakmore Road	13058	51	52'	20'		1600
9632	Oakmore Road	13058	52	52'	20'		1600
9636	Oakmore Road	13058	53	54'	20'		1800
9641	Cresta Drive	13058	54	70'	20'		1800
9635	Cresta Drive	13058	55	57'	20'		1600
9629	Cresta Drive	13058	56	57'	20'		1600
9623	Cresta Drive	13058	57	58'	20'		1600
9615	Cresta Drive	13058	58	58'	20'		1600
9611	Cresta Drive	13058	59	58'	20'		1600
9607	Cresta Drive	13058	60	55'	20'		1600
9601	Cresta Drive	13058	61	53'	20'		1600
9600	Cresta Drive	13058	62	55'	15'		1600
9606	Cresta Drive	13058	63	55'	15'		1600
9610	Cresta Drive	13058	64	55'	15'		1600
8616	Cresta Drive	13058	65	55'	15'		1600
9622	Cresta Drive	13058	66	57'	20'		1600
9628	Cresta Drive	13058	67	57'	20'		1600
9634	Cresta Drive	13058	68	57'	20'		1600
9640	Cresta Drive	13058	69	65'	20'		1800
2000	Castle Heights Avenue	13058	70	70'	20'		1800
2006	Castle Heights Avenue	13058	71	55'	20'		1700
2012	Castle Heights Avenue	13058	72	55'	20'		1700
2016	Castle Heights Avenue	13058	73	55'	20'		1600
2020	Castle Heights Avenue	13058	74	57'	20'		1600
2024	Castle Heights Avenue	13058	75	60'	20'		1600
	Beverlywood Parkland	13058	76				
	Beverlywood Parkland	13058	77				
	Beverlywood Parkland	13058	78				
	Beverlywood Parkland	13058	79				
	Beverlywood Parkland	13058	80				
	Beverlywood Parkland	13058	81				
	Beverlywood Parkland	13058	82				
	Beverlywood Parkland	13058	83				

Notes to Tract 13058

Notwithstanding the side setback restrictions described in the Declaration, with the consent of the Association, one of the side line setbacks of any Residence located on the real property described above may be reduced to not less than four (4) feet, provided the sum of the widths of the sideyard so reduced and the continuous sideyard of the next lot adjoining is not less than ten (10) feet and the distance between exterior wall lines of the buildings upon such two (2) adjacent lots is not less than ten (10) feet.

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
9306 Bolton Road		13094	1	60'	15'		1700
9312 Bolton Road		13094	2	60'	15'		1700
9318 Bolton Road		13094	3	60'	15'		1600
9324 Bolton Road		13094	4	61'	15'		1600
9330 Bolton Road		13094	5	61'	15'		1600
9400 Bolton Road		13094	6	61'	15'		1700
9406 Bolton Road		13094	7	61'	15'		1700
9412 Bolton Road		13094	8	63'	15'		1700
9418 Bolton Road		13094	9	62'	15'		1700
9426 Bolton Road		13094	10	62'	15'		1800
9431 Bolton Road		13094	11	75'	15'		1800
9425 Bolton Road		13094	12	60'	15'		1800
9419 Bolton Road		13094	13	60'	15'		1800
9413 Bolton Road		13094	14	59'	15'		1800
9407 Bolton Road		13094	15	60'	15'		1700
9401 Bolton Road		13094	16	60'	15'		1700
9331 Bolton Road		13094	17	60'	15'		1700
9325 Bolton Road		13094	18	60'	15'		1600
9319 Bolton Road		13094	19	60'	15'		1600
9313 Bolton Road		13094	20	60'	15'		1600
9307 Bolton Road		13094	21	60'	15'		1600

Notes to Tract 13094

Notwithstanding the side setback restrictions described in the Declaration, with the consent of the Association, one of the side line setbacks of any Residence located on the real property described above may be reduced to not less than four (4) feet, provided the sum of the widths of the sideyard so reduced and the continuous sideyard of the next lot adjoining is not less than ten (10) feet and the distance between exterior wall lines of the buildings upon such two (2) adjacent lots is not less than ten (10) feet.

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
1977 Durango Avenue		13491	1	50'	20'		1400
1981 Durango Avenue		13491	2	54'	20'		1400
1987 Durango Avenue		13491	3	65'	20'		1400
1993 Durango Avenue		13491	4	70'	20'		1400
2260 Hillsboro Avenue		13491	5	80'	20'		1400
2252 Hillsboro Avenue		13491	6	70'	20'		1400
2244 Hillsboro Avenue		13491	7	70'	20'		1400
2236 Hillsboro Avenue		13491	8	69'	20'		1400
2230 Hillsboro Avenue		13491	9	62'	20'		1400
2224 Hillsboro Avenue		13491	10	62'	20'		1400
2218 Hillsboro Avenue		13491	11	61'	20'		1400
2212 Hillsboro Avenue		13491	12	61'	20'		1400
2206 Hillsboro Avenue		13491	13	61'	15'		1400
2200 Hillsboro Avenue		13491	14	57'	15'		1400
2148 Hillsboro Avenue		13491	15	58'	15'		1400
2142 Hillsboro Avenue		13491	16	58'	15'		1400
2136 Hillsboro Avenue		13491	17	58'	15'		1400
2130 Hillsboro Avenue		13491	18	58'	15'		1400
2124 Hillsboro Avenue		13491	19	58'	15'		1400
2118 Hillsboro Avenue		13491	20	58'	15'		1400
2112 Hillsboro Avenue		13491	21	59'	15'		1400
2106 Hillsboro Avenue		13491	22	59'	15'		1400
2100 Hillsboro Avenue		13491	23	59'	15'		1400
2042 Hillsboro Avenue		13491	24	59'	15'		1400
2036 Hillsboro Avenue		13491	25	59'	15'		1400
2030 Hillsboro Avenue		13491	26	58'	15'		1400
2024 Hillsboro Avenue		13491	27	59'	15'		1400
2018 Hillsboro Avenue		13491	28	58'	15'		1400
2012 Hillsboro Avenue		13491	29	58'	15'	10'	1400
2006 Hillsboro Avenue		13491	30	58'	15'		1400
2002 Hillsboro Avenue		13491	31	65'	15'	10'	1400
1901 Durango Avenue		13491	32	74'	15'	10'	1400
9133 Sawyer Street		13491	33	57'	20'		1400
9139 Sawyer Street		13491	34	60'	20'		1400
9145 Sawyer Street		13491	35	60'	20'		1400
1920 Hillsboro Avenue		13491	36	70'	20'	10'	1400
1917 Hillsboro Avenue		13491	37	60'	20'		1400
1923 Hillsboro Avenue		13491	38	60'	15'		1400
1929 Hillsboro Avenue		13491	39	80'	10'	10'	1400
9211 Sawyer Street		13491	40	75'	10'		1400
9219 Sawyer Street		13491	41	65'	15'		1400
9225 Sawyer Street		13491	42	70'	15'		1400
2001 Canfield Avenue		13491	43	67'	10'	10'	1400
2000 Canfield Avenue		13491	44	73'	10'	10'	1400
2001 Hillsboro Avenue		13491	45	70'	15'	10'	1400
2007 Hillsboro Avenue		13491	46	60'	15'		1400
2015 Hillsboro Avenue		13491	47	60'	15'		1400
2021 Hillsboro Avenue		13491	48	60'	15'		1400
2027 Hillsboro Avenue		13491	49	55'	15'		1400
2033 Hillsboro Avenue		13491	50	55'	15'		1400

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
2037 Hillsboro Avenue		13491	51	55'	15'		1400
2043 Hillsboro Avenue		13491	52	55'	15'		1400
2101 Hillsboro Avenue		13491	53	55'	15'		1400
2107 Hillsboro Avenue		13491	54	55'	15'		1400
2111 Hillsboro Avenue		13491	55	55'	15'		1400
2117 Hillsboro Avenue		13491	56	56'	15'		1400
2125 Hillsboro Avenue		13491	57	56'	15'		1400
2131 Hillsboro Avenue		13491	58	55'	15'		1400
2135 Hillsboro Avenue		13491	59	55'	15'		1400
2139 Hillsboro Avenue		13491	60	55'	15'		1400
2145 Hillsboro Avenue		13491	61	56'	15'		1400
2151 Hillsboro Avenue		13491	62	56'	15'		1400
2201 Hillsboro Avenue		13491	63	56'	15'		1400
2207 Hillsboro Avenue		13491	64	55'	15'		1400
2211 Hillsboro Avenue		13491	65	55'	15'		1400
2217 Hillsboro Avenue		13491	66	55'	10'		1200
2227 Hillsboro Avenue		13491	67	80'	10'	10'	1400
9108 Hillsboro Drive		13491	68	70'	20'		1400
9100 Hillsboro Drive		13491	69	73'	20'		1400
2235 Hillsboro Avenue		13491	70	75'	20'		1400
2239 Hillsboro Avenue		13491	71	65'	20'		1400
2245 Hillsboro Avenue		13491	72	57'	20'		1400
2251 Hillsboro Avenue		13491	73	57'	20'		1400
2257 Hillsboro Avenue		13491	74	57'	20'		1400
2263 Hillsboro Avenue		13491	75	53'	20'		1400
Beverlywood Parkland		13491	76				
Beverlywood Parkland		13491	77				

Notes to Tract 13491

Notwithstanding the side setback restrictions described in the Declaration, with the consent of the Association, one of the side line setbacks of any Residence located on the real property described above may be reduced to not less than four (4) feet, provided the sum of the widths of the sideyard so reduced and the continuous sideyard of the next lot adjoining is not less than ten (10) feet and the distance between exterior wall lines of the buildings upon such two (2) adjacent lots is not less than ten (10) feet.

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
9700 Monte Mar Drive		13685	1	55'	25'		1800
9706 Monte Mar Drive		13685	2	55'	25'		1600
9712 Monte Mar Drive		13685	3	55'	25'		1600
9718 Monte Mar Drive		13685	4	55'	25'		1600
9722 Monte Mar Drive		13685	5	55'	25'		1600
9728 Monte Mar Drive		13685	6	55'	25'		1600
9734 Monte Mar Drive		13685	7	55'	25'		1600
9719 Kirkside Road		13685	8	55'	25'		1600
9713 Kirkside Road		13685	9	55'	25'		1600
9707 Kirkside Road		13685	10	55'	25'		1600
9701 Kirkside Road		13685	11	63'	25'		1800
9700 Kirkside Road		13685	12	58'	25'		1800
9706 Kirkside Road		13685	13	57'	25'		1600
9712 Kirkside Road		13685	14	57'	25'		1600
9718 Kirkside Road		13685	15	57'	25'		1600
9719 Oakmore Road		13685	16	55'	25'		1600
9713 Oakmore Road		13685	17	55'	25'		1600
9707 Oakmore Road		13685	18	55'	25'		1600
9701 Oakmore Road		13685	19	63'	25'		1800
9700 Oakmore Road		13685	20	61'	25'		1800
9708 Oakmore Road		13685	21	57'	25'		1600
9712 Oakmore Road		13685	22	57'	25'		1600
9718 Oakmore Road		13685	23	57'	25'		1600
9725 Cresta Drive		13685	24	55'	25'		1600
9719 Cresta Drive		13685	25	55'	25'		1600
9737 Sawyer Street		13685	25	55'	25'		1600
9715 Cresta Drive		13685	26	55'	25'		1600
9709 Cresta Drive		13685	27	55'	25'		1600
9701 Cresta Drive		13685	28	66'	25'		1800
9700 Cresta Drive		13685	29	58'	25'		1800
9706 Cresta Drive		13685	30	58'	25'		1600
9712 Cresta Drive		13685	31	58'	25'		1600
9718 Cresta Drive		13685	32	58'	25'		1600
9724 Cresta Drive		13685	33	58'	25'		1600
9731 Sawyer Street		13685	34	56'	25'		1600
9725 Sawyer Street		13685	35	56'	25'		1600
9721 Sawyer Street		13685	36	56'	25'		1600
9719 Sawyer Street		13685	37	56'	25'		1600
9709 Sawyer Street		13685	38	56'	25'		1600
9701 Sawyer Street		13685	39	62'	25'		1800
Beverlywood Parkland		13685	40				
Beverlywood Parkland		13685	41				
Beverlywood Parkland		13685	42				
Beverlywood Parkland		13685	43				
Beverlywood Parkland		13685	44				
Beverlywood Parkland		13685	45				
Beverlywood Parkland		13685	46				
Beverlywood Parkland		13685	47				

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
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Notes to Tract 13685

Notwithstanding the side setback restrictions described in the Declaration, with the consent of the Association, one of the side line setbacks of any Residence located on the real property described above may be reduced to not less than four (4) feet, provided the sum of the widths of the sideyard so reduced and the continuous sideyard of the next lot adjoining is not less than ten (10) feet and the distance between exterior wall lines of the buildings upon such two (2) adjacent lots is not less than ten (10) feet.

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
9115 Hillsboro Drive		13803	1	80'	10'		1400
9127 Hillsboro Drive		13803	2	75'	10'		1400
9135 Hillsboro Drive		13803	3	70'	15'		1400
9143 Hillsboro Drive		13803	4	55'	15'		1400
9149 Hillsboro Drive		13803	5	55'	15'		1500
9155 Hillsboro Drive		13803	6	55'	15'		1500
9161 Hillsboro Drive		13803	7	65'	15'	10'	1500
2206 Canfield Avenue		13803	8	55'	10'		1500
2200 Canfield Avenue		13803	9	55'	10'		1500
2128 Canfield Avenue		13803	10	55'	10'		1500
2122 Canfield Avenue		13803	11	55'	10'		1500
2116 Canfield Avenue		13803	12	55'	10'		1500
2112 Canfield Avenue		13803	13	55'	10'		1500
2106 Canfield Avenue		13803	14	55'	10'		1400
2100 Canfield Avenue		13803	15	60'	10'		1400
2042 Canfield Avenue		13803	16	60'	10'		1400
2036 Canfield Avenue		13803	17	60'	10'		1400
2030 Canfield Avenue		13803	18	60'	10'		1400
2024 Canfield Avenue		13803	19	60'	10'		1400
2018 Canfield Avenue		13803	20	60'	10'		1400
2012 Canfield Avenue		13803	21	60'	10'		1400
2006 Canfield Avenue		13803	22	60'	10'		1400
2007 Canfield Avenue		13803	23	60'	10'		1400
2011 Canfield Avenue		13803	24	60'	10'		1400
2019 Canfield Avenue		13803	25	60'	10'		1400
2025 Canfield Avenue		13803	26	60'	10'		1400
2031 Canfield Avenue		13803	27	60'	10'		1400
2037 Canfield Avenue		13803	28	60'	10'		1400
2043 Canfield Avenue		13803	29	61'	10'		1400
2101 Canfield Avenue		13803	30	61'	10'		1400
2107 Canfield Avenue		13803	31	55'	10'		1400
2111 Canfield Avenue		13803	32	55'	10'		1400
2117 Canfield Avenue		13803	33	55'	10'		1400
2123 Canfield Avenue		13803	34	55'	10'		1400
2129 Canfield Avenue		13803	35	55'	10'		1400
2135 Canfield Avenue		13803	36	55'	10'		1400
2201 Canfield Avenue		13803	37	55'	10'		1500
2207 Canfield Avenue		13803	38	56'	10'		1500
2211 Canfield Avenue		13803	39	57'	10'		1600
2217 Canfield Avenue		13803	40	57'	10'		1600
2223 Canfield Avenue		13803	41	57'	10'		1600
2229 Canfield Avenue		13803	42	57'	10'		1600
2235 Canfield Avenue		13803	43	57'	10'		1600
2241 Canfield Avenue		13803	44	57'	18'		1600
2247 Canfield Avenue		13803	45	54'	15'		1600
2253 Canfield Avenue		13803	46	54'	15'		1600
2259 Canfield Avenue		13803	47	56'	15'	10'	1600
2301 Canfield Avenue		13803	48	54'	20'	10'	1600
2307 Canfield Avenue		13803	49	50'	20'		1600
2311 Canfield Avenue		13803	50	50'	20'		1600

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
2317 Canfield Avenue		13803	51	50'	20'		1600
2321 Canfield Avenue		13803	52	50'	20'		1600
2248 Canfield Avenue		13803	53	60'	15'		1600
2242 Canfield Avenue		13803	54	60'	15'		1600
2234 Canfield Avenue		13803	55	75'	15'		1600
2224 Canfield Avenue		13803	56	80'	15'	10'	1600
9144 Hillsboro Drive		13803	57	70'	10'		1500
9138 Hillsboro Drive		13803	58	60'	10'		1500
9132 Hillsboro Drive		13803	59	55'	15'		1500
9126 Hillsboro Drive		13803	60	55'	15'		1500
9120 Hillsboro Drive		13803	61	57'	15'		1500
9114 Hillsboro Drive		13803	62	57'	15'		1500

Notes to Tract 13803

Notwithstanding the side setback restrictions described in the Declaration, with the consent of the Association, one of the side line setbacks of any Residence located on the real property described above may be reduced to not less than four (4) feet, provided the sum of the widths of the sideyard so reduced and the continuous sideyard of the next lot adjoining is not less than ten (10) feet and the distance between exterior wall lines of the buildings upon such two (2) adjacent lots is not less than ten (10) feet.

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
9501 Bolton Road		13492	1	75'	18'		1800
9511 Bolton Road		13492	2	68'	15'		1800
9517 Bolton Road		13492	3	65'	15'		1800
9523 Bolton Road		13492	4	63'	15'		1800
9529 Bolton Road		13492	5	63'	15'		1800
9537 Bolton Road		13492	6	63'	15'		1800
9543 Bolton Road		13492	7	63'	15'		1800
9601 Bolton Road		13492	8	63'	15'		1800
9607 Bolton Road		13492	9	63'	15'		1800
9615 Bolton Road		13492	10	59'	15'		1700
9619 Bolton Road		13492	11	61'	15'		1700
2030 Castle Heights Avenue		13492	12	65'	15'		1600
9625 Bolton Road		13492	13	70'	10'	10'	1600
2126 Castle Heights Avenue		13492	14	60'	15'		1600
2122 Castle Heights Avenue		13492	15	55'	15'		1600
2116 Castle Heights Avenue		13492	16	55'	15'		1600
2110 Castle Heights Avenue		13492	17	60'	15'		1600
9626 Bolton Road		13492	18	70'	10'	10'	1600
9618 Bolton Road		13492	19	61'	15'		1600
9612 Bolton Road		13492	20	59'	15'		1600
9606 Bolton Road		13492	21	59'	15'		1600
9600 Bolton Road		13492	22	59'	15'		1600
9546 Bolton Road		13492	23	59'	15'		1600
9540 Bolton Road		13492	24	59'	15'		1600
9534 Bolton Road		13492	25	59'	15'		1600
9528 Bolton Road		13492	26	59'	15'		1700
9522 Bolton Road		13492	27	59'	15'		1800
9516 Bolton Road		13492	28	59'	15'		1800
9510 Bolton Road		13492	29	59'	15'		1800
9500 Bolton Road		13492	30	75'	15'		1800
2111 Duxbury Circle		13492	31	65'	25'		1800
2117 Duxbury Circle		13492	32	70'	25'		1800
2125 Duxbury Circle		13492	33	70'	25'		1800
2131 Duxbury Circle		13492	34	70'	25'		1800
2137 Duxbury Circle		13492	35	70'	25'		1800
2143 Duxbury Circle		13492	36	100'			1800
2145 Duxbury Circle		13492	37	100'			1800
2147 Duxbury Circle		13492	38	75'	25'		1800
2201 Duxbury Circle		13492	39	75'	25'		1800
2209 Duxbury Circle		13492	40	75'	25'		1800
2217 Duxbury Circle		13492	41	75'	25'		1800
2225 Duxbury Circle		13492	42	75'	25'		1800
2233 Duxbury Circle		13492	43	75'	25'		1800
2232 Duxbury Circle		13492	44	75'	25'		1800
2224 Duxbury Circle		13492	45	75'	25'		1800
2216 Duxbury Circle		13492	46	75'	25'		1800
2208 Duxbury Circle		13492	47	75'	25'		1800
2200 Duxbury Circle		13492	48	75'	25'		1800
2144 Duxbury Circle		13492	49	75'	25'		1800
2136 Duxbury Circle		13492	50	75'	25'		1800

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
2128 Duxbury Circle		13492	51	75'	25'		1800
2120 Duxbury Circle		13492	52	75'	25'		1800
2112 Duxbury Circle		13492	53	75'	20'		1800

Notes to Tract 13492

None

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
2302 Bagley Avenue		14212	149	60'	15'	10'	1600
2306 Bagley Avenue		14212	150	55'	15'		1600
2312 Bagley Avenue		14212	151	55'	15'		1600
2318 Bagley Avenue		14212	152	55'	15'		1600
2325 Bagley Avenue		14212	178	55'	15'		1600
2319 Bagley Avenue		14212	179	55'	15'		1600
2313 Bagley Avenue		14212	180	55'	15'		1600
2307 Bagley Avenue		14212	181	55'	15'		1600
2303 Bagley Avenue		14212	182	61'	15'	10'	1600
2300 Guthrie Drive		14212	183	70'	15'	10'	1700
2310 Guthrie Drive		14212	184	65'	15'		1800
2400 Guthrie Court		14212	185	95'	15'	15'	1800
2410 Guthrie Court		14212	186	56'	15'		1800
2415 Guthrie Court		14212	192	70'	15'		1800
2407 Guthrie Court		14212	193	64'	15'		1800
2401 Guthrie Court		14212	194	53'	15'	10'	1700
2414 Guthrie Drive		14212	195	60'	15'		1700
2424 Guthrie Drive		14212	196	60'	15'		1700
2430 Guthrie Drive		14212	197	70'	15'		1700
2440 Guthrie Drive		14212	198	70'	15'		1700
2443 Guthrie Drive		14212	199	70'	15'		1700
2435 Guthrie Drive		14212	200	65'	15'		1700
2429 Guthrie Drive		14212	201	55'	15'		1600
2425 Guthrie Drive		14212	202	55'	15'		1600
2419 Guthrie Drive		14212	203	55'	15'		1600
2413 Guthrie Drive		14212	204	55'	15'		1600
2407 Guthrie Drive		14212	205	55'	15'		1600
2401 Guthrie Drive		14212	206	55'	15'		1600
2325 Guthrie Drive		14212	207	55'	15'		1600
2317 Guthrie Drive		14212	208	70'	15'		1600
2309 Guthrie Drive		14212	209	65'	15'		1600
2307 Guthrie Drive		14212	210	55'	15'		1600
2257 Guthrie Drive		14212	211	55'	15'		1600

Notes to Tract 14212

None

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
2132	Castle Heights Avenue	15192	1	64'	15'		1300
2302	Castle Heights Avenue	15192	2	58'	15'		1300
2308	Castle Heights Avenue	15192	3	60'	15'		1300
2314	Castle Heights Avenue	15192	4	60'	15'		1300
2320	Castle Heights Avenue	15192	5	60'	15'		1300
2326	Castle Heights Avenue	15192	6	60'	15'		1300
2332	Castle Heights Avenue	15192	7	60'	15'		1300
2338	Castle Heights Avenue	15192	8	60'	15'		1300
2344	Castle Heights Avenue	15192	9	60'	15'		1300
2350	Castle Heights Avenue	15192	10	60'	15'		1300
2402	Castle Heights Avenue	15192	11	60'	15'		1300
2408	Castle Heights Avenue	15192	12	60'	15'		1300
2414	Castle Heights Avenue	15192	13	60'	15'		1300
2420	Castle Heights Avenue	15192	14	60'	15'		1300
2426	Castle Heights Avenue	15192	15	60'	15'		1300
2432	Castle Heights Avenue	15192	16	60'	15'		1300
2438	Castle Heights Avenue	15192	17	60'	15'		1300
2444	Castle Heights Avenue	15192	18	60'	15'		1300
2450	Castle Heights Avenue	15192	19	55'	15'		1300
2502	Castle Heights Avenue	15192	20	55'	15'		1300
2508	Castle Heights Avenue	15192	21	55'	15'		1300
2514	Castle Heights Avenue	15192	22	55'	15'		1300
2520	Castle Heights Avenue	15192	23	67'	15'		1300
9641	Beverlywood Street	15192	24	90'	15'	15'	1300
9633	Beverlywood Street	15192	25	75'	15'		1300
9627	Beverlywood Street	15192	26	60'	15'		1300
9621	Beverlywood Street	15192	27	60'	15'		1300
9615	Beverlywood Street	15192	28	64'	15'		1300
9609	Beverlywood Street	15192	29	63'	15'		1300
9603	Beverlywood Street	15192	30	72'	15'		1300
9610	Beverlywood Street	15192	31	80'	15'		1300
9612	Beverlywood Street	15192	32	70'	15'		1300
9620	Beverlywood Street	15192	33	55'	15'		1300
9628	Beverlywood Street	15192	34	65'	15'	10'	1300
2612	Castle Heights Place	15192	35	60'	15'		1300
2618	Castle Heights Place	15192	36	66'	15'		1300
2624	Castle Heights Place	15192	37	65'	15'		1300
2630	Castle Heights Place	15192	38	52'	15'		1300
2636	Castle Heights Place	15192	39	50'	15'		1200
2702	Castle Heights Place	15192	40	51'	15'		1200
2706	Castle Heights Place	15192	41	46'	15'		1200
2710	Castle Heights Place	15192	42	46'	15'		1200
2716	Castle Heights Place	15192	43	46'	15'		1200
2720	Castle Heights Place	15192	44	46'	15'		1200
2726	Castle Heights Place	15192	45	46'	15'		1200
2730	Castle Heights Place	15192	46	50'	15'		1200
2734	Castle Heights Place	15192	47	50'	15'	10'	1200
2810	Castle Heights Avenue	15192	48	60'	15'		1200
2816	Castle Heights Avenue	15192	49	55'	15'		1200
2822	Castle Heights Avenue	15192	50	55'	15'		1200

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
2828	Castle Heights Avenue	15192	51	60'	15'	10'	1200
9711	Cattaraugus	15192	52	55'	15'		1200
2731	Castle Heights Place	15192	53	60'	15'	10'	1200
2174	Castle Heights Avenue	15192	54	59'	15'		1200
2708	Castle Heights Avenue	15192	55	55'	15'		1200
2700	Castle Heights Avenue	15192	56	55'	15'		1200
2626	Castle Heights Avenue	15192	57	57'	15'		1200
2620	Castle Heights Avenue	15192	58	55'	15'		1200
2616	Castle Heights Avenue	15192	59	55'	15'		1200
2610	Castle Heights Avenue	15192	60	51'	15'		1200
9654	Beverlywood Street	15192	61	58'	15'	10'	1200
9648	Beverlywood Street	15192	62	54'	15'		1200
2601	Castle Heights Place	15192	63	75'	15'	10'	1200
2611	Castle Heights Place	15192	64	51'	15'		1200
2617	Castle Heights Place	15192	65	50'	15'		1200
2621	Castle Heights Place	15192	66	50'	15'		1200
2627	Castle Heights Place	15192	67	50'	15'		1200
2631	Castle Heights Place	15192	68	51'	15'		1200
2701	Castle Heights Place	15192	69	50'	15'		1200
2707	Castle Heights Place	15192	70	60'	15'		1200
2715	Castle Heights Place	15192	71	65'	15'		1200
2723	Castle Heights Place	15192	72	60'	15'		1200
9726	Beverlywood Street	15192	73	63'	15'	10'	1200
9720	Beverlywood Street	15192	74	60'	15'		1200
9714	Beverlywood Street	15192	75	60'	15'		1200
9708	Beverlywood Street	15192	76	60'	15'		1200
9702	Beverlywood Street	15192	77	60'	15'	10'	1200
9723	Beverlywood Street	15192	78	63'	15'	10'	1200
9717	Beverlywood Street	15192	79	50'	15'		1200
9711	Beverlywood Street	15192	80	50'	15'		1200
9707	Beverlywood Street	15192	81	50'	15'		1200
9701	Beverlywood Street	15192	82	58'	15'	10'	1200
2523	Castle Heights Avenue	15192	83	50'	15'		1200
2517	Castle Heights Avenue	15192	84	50'	15'		1200
2511	Castle Heights Avenue	15192	85	50'	15'		1200
2507	Castle Heights Avenue	15192	86	50'	15'		1200
2501	Castle Heights Avenue	15192	87	54'	15'		1200
2449	Castle Heights Avenue	15192	88	50'	15'		1200
2443	Castle Heights Avenue	15192	89	56'	15'		1200
2437	Castle Heights Avenue	15192	90	56'	15'		1300
2431	Castle Heights Avenue	15192	91	56'	15'		1300
2425	Castle Heights Avenue	15192	92	50'	15'		1300
2421	Castle Heights Avenue	15192	93	50'	15'		1300
2417	Castle Heights Avenue	15192	94	50'	15'		1300
2411	Castle Heights Avenue	15192	95	50'	15'		1300
2407	Castle Heights Avenue	15192	96	50'	15'		1300
2401	Castle Heights Avenue	15192	97	50'	15'		1300
2349	Castle Heights Avenue	15192	98	50'	15'		1300
2345	Castle Heights Avenue	15192	99	50'	15'		1300
2339	Castle Heights Avenue	15192	100	50'	15'		1300
2335	Castle Heights Avenue	15192	101	55'	15'		1300

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
2329	Castle Heights Avenue	15192	102	55'	15'		1300
2323	Castle Heights Avenue	15192	103	55'	15'		1300
2317	Castle Heights Avenue	15192	104	55'	15'		1300
2311	Castle Heights Avenue	15192	105	55'	15'		1300
9702	Cisco Street	15192	106	70'	15'	10'	1300
9708	Cisco Street	15192	107	62'	15'		1300
9714	Cisco Street	15192	108	70'	15'	10'	1300
2310	Beverwil Drive	15192	109	55'	15'		1300
2316	Beverwil Drive	15192	110	55'	15'		1300
2320	Beverwil Drive	15192	111	55'	15'		1300
2326	Beverwil Drive	15192	112	55'	15'		1300
2332	Beverwil Drive	15192	113	55'	15'		1300
2338	Beverwil Drive	15192	114	50'	15'		1300
2342	Beverwil Drive	15192	115	50'	15'		1300
2348	Beverwil Drive	15192	116	50'	15'		1300
2402	Beverwil Drive	15192	117	50'	15'		1300
2408	Beverwil Drive	15192	118	50'	15'		1300
2412	Beverwil Drive	15192	119	50'	15'		1300
2418	Beverwil Drive	15192	120	50'	15'		1300
2422	Beverwil Drive	15192	121	50'	15'		1300
2428	Beverwil Drive	15192	122	50'	15'		1300
2432	Beverwil Drive	15192	123	65'	15'		1300
2438	Beverwil Drive	15192	124	50'	15'		1300
2442	Beverwil Drive	15192	125	50'	15'		1300
2500	Beverwil Drive	15192	126	50'	15'		1300
2506	Beverwil Drive	15192	127	50'	15'		1300
2512	Beverwil Drive	15192	128	62'	15'		1300
2518	Beverwil Drive	15192	129	65'	15'		1300
2524	Beverwil Drive	15192	130	68'	15'		1300
9717	Cisco Street	15192	131	60'	15'	10'	1300
9711	Cisco Street	15192	132	60'	15'		1300
9707	Cisco Street	15192	133	50'	15'		1300
9703	Cisco Street	15192	134	60'	15'	10'	1300
2111	Castle Heights Avenue	15192	135	74'	15'		1300
2107	Castle Heights Avenue	15192	136	55'	15'		1300
2103	Castle Heights Avenue	15192	137	55'	15'		1300
2101	Castle Heights Avenue	15192	138	60'	15'		1300
2041	Castle Heights Avenue	15192	139	60'	15'		1300
2035	Castle Heights Avenue	15192	140	65'	15'		1300
2027	Castle Heights Avenue	15192	141	75'	15'		1300
2015	Castle Heights Avenue	15192	142	90'	15'		1300
2001	Castle Heights Avenue	15192	143	100'	15'	15'	1300
2110	Beverwil Drive	15192	144	80'	15'		1300
2120	Beverwil Drive	15192	145	75'	15'		1300
2128	Beverwil Drive	15192	146	65'	15'		1300
2134	Beverwil Drive	15192	147	63'	15'		1300
2142	Beverwil Drive	15192	148	63'	15'		1300
2200	Beverwil Drive	15192	149	58'	15'		1300
2206	Beverwil Drive	15192	150	58'	15'		1300
2212	Beverwil Drive	15192	151	75'	15'		1300
2103	Beverwil Drive	15192	152	75'	15'	10'	1300

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
2109 Beverwil Drive		15192	153	70'	15'		1300
2117 Beverwil Drive		15192	154	60'	15'		1300
2123 Beverwil Drive		15192	155	64'	15'		1300
2129 Beverwil Drive		15192	156	60'	15'		1300
2135 Beverwil Drive		15192	157	60'	15'		1300
2141 Beverwil Drive		15192	158	60'	15'		1300

Notes to Tract 15192

None

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
2120	Beverly Drive	12776	1	75'	15'	10'	1800
2126	Beverly Drive	12776	2	70'	15'		1700
2200	Beverly Drive	12776	3	70'	15'		1700
2208	Beverly Drive	12776	4	70'	15'		1700
2214	Beverly Drive	12776	5	70'	15'		1700
2222	Beverly Drive	12776	6	75'	15'		1600
2230	Beverly Drive	12776	7	70'	15'		1600
2238	Beverly Drive	12776	8	65'	15'		1600
2244	Beverly Drive	12776	9	60'	15'		1600
2250	Beverly Drive	12776	10	60'	15'		1600
2256	Beverly Drive	12776	11	60'	15'		1600
2262	Beverly Drive	12776	12	75'	15'	10'	1700
9517	Duxbury Lane	12776	13	60'	15'		1700
9511	Duxbury Lane	12776	14	60'	15'		1700
9507	Duxbury Lane	12776	15	60'	15'		1700
9501	Duxbury Lane	12776	16	55'	15'		1700
9500	Duxbury Lane	12776	17	55'	15'		1700
9506	Duxbury Lane	12776	18	55'	15'		1700
9512	Duxbury Lane	12776	19	55'	15'		1700
9518	Duxbury Lane	12776	20	55'	15'		1700
2400	Beverly Drive	12776	21	65'	15'	10'	1700
2406	Beverly Drive	12776	22	60'	15'		1700
2412	Beverly Drive	12776	23	60'	15'		1600
2418	Beverly Drive	12776	24	60'	15'		1500
2424	Beverly Drive	12776	25	60'	15'		1500
2430	Beverly Drive	12776	26	60'	15'		1500
2436	Beverly Drive	12776	27	60'	15'		1500
2442	Beverly Drive	12776	28	60'	15'		1500
2448	Beverly Drive	12776	29	75'	15'		1500
2445	Beverly Drive	12776	30	65'	15'	10'	1500
2439	Beverly Drive	12776	31	55'	15'		1500
2433	Beverly Drive	12776	32	55'	15'		1500
2427	Beverly Drive	12776	33	60'	15'		1500
2423	Beverly Drive	12776	34	60'	15'		1500
2415	Beverly Drive	12776	35	60'	15'		1500
2409	Beverly Drive	12776	36	60'	15'		1600
2401	Beverly Drive	12776	37	70'	15'	10'	1700
2400	Duxbury Place	12776	38	65'	15'	10'	1700
2406	Duxbury Place	12776	39	60'	15'		1700
2412	Duxbury Place	12776	40	65'	15'		1700
2420	Duxbury Place	12776	41	55'	15'		1700
2421	Duxbury Place	12776	42	55'	15'		1700
2415	Duxbury Place	12776	43	50'	15'		1700
2409	Duxbury Place	12776	44	60'	15'		1700
2333	Duxbury Circle	12776	45	70'	15'	10'	1700
2325	Duxbury Circle	12776	46	60'	25'		1800
2319	Duxbury Circle	12776	47	60'	25'		1800
2313	Duxbury Circle	12776	48	60'	25'		1800
2307	Duxbury Circle	12776	49	60'	25'		1800
2301	Duxbury Circle	12776	50	60'	25'		1800

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
2241 Duxbury Circle		12776	51	70'	25'		1800
2240 Duxbury Circle		12776	52	70'	25'		1800
2302 Duxbury Circle		12776	53	70'	25'		1800
2310 Duxbury Circle		12776	54	70'	25'		1800
2322 Duxbury Circle		12776	55	85'	25'		1800
2336 Duxbury Circle		12776	56	90'	20'		1700
2263 Beverly Drive		12776	57	70'	15'	10'	1700
2257 Beverly Drive		12776	58	60'	15'		1600
2251 Beverly Drive		12776	59	55'	15'		1600
2247 Beverly Drive		12776	60	55'	15'		1600
2241 Beverly Drive		12776	61	55'	15'		1600
2235 Beverly Drive		12776	62	55'	15'		1600
2229 Beverly Drive		12776	63	55'	15'		1600
2223 Beverly Drive		12776	64	55'	15'		1600
2219 Beverly Drive		12776	65	55'	15'		1700
2213 Beverly Drive		12776	66	55'	15'		1700
2209 Beverly Drive		12776	67	55'	15'		1700
2201 Beverly Drive		12776	68	55'	15'		1700
2131 Beverly Drive		12776	69	55'	15'		1700
2125 Beverly Drive		12776	70	55'	15'		1700
2119 Beverly Drive		12776	71	60'	15'		1700
2111 Beverly Drive		12776	72	80'	15'		1700
		12776	73*				
		12776	74*				
		12776	75*				
		12776	76*				
		12776	77*				

Notes to Tract 12776

Lots 73 to 77, inclusive, shall be and are hereby restricted for use only as additional areas for building sites incidental to and in conjunction with Lots 37, 40, 41, 42 and 43 of Tract 13492, City of Los Angeles, County of Los Angeles, State of California as per map recorded February 21, 1947 in book 297, pages 48 and 49 of maps in the office of the County Recorder of said Los Angeles County, California, in that Lot 73 and 43; 74 and 42; 75 and 41; 76 and 40; and 77 and 37; are to be considered as one building site for each two lots set forth above as the building site is contemplated in said Declarations of Restrictions and the provisions of said declaration shall apply to each two lots as though they were designated as one lot.

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
9545 Monte Mar Drive		13684	1	60'	23'		1600
9601 Monte Mar Drive		13684	2	58'	23'		1600
9605 Monte Mar Drive		13684	3	58'	23'		1600
9615 Monte Mar Drive		13684	4	58'	23'		1600
9619 Monte Mar Drive		13684	5	56'	23'		1600
9625 Monte Mar Drive		13684	6	56'	23'		1600
9631 Monte Mar Drive		13684	7	56'	23'		1600
9635 Monte Mar Drive		13684	8	58'	23'		1600
9632 Lockford Street		13684	9	60'	23'		1600
9628 Lockford Street		13684	10	58'	23'		1600
9622 Lockford Street		13684	11	58'	23'		1600
9616 Lockford Street		13684	12	61'	23'		1600
9608 Lockford Street		13684	13	70'	15'*		1600
9604 Lockford Street		13684	14	60'	15'		1600
9600 Lockford Street		13684	15	60'	15'		1600
9601 Lockford Street		13684	16	60'	15'		1600
9607 Lockford Street		13684	17	70'	15'*		1600
9615 Lockford Street		13684	18	60'	23'		1600
9621 Lockford Street		13684	19	60'	23'		1600
9627 Lockford Street		13684	20	60'	23'		1600
9633 Lockford Street		13684	21	60'	23'		1600
9632 Holcomb Street		13684	22	75'	10'		1600
9624 Holcomb Street		13684	23	55'	10'		1600
9633 Holcomb Street		13684	24	65'	15'		1600
9625 Holcomb Street		13684	25	55'	10'		1600
1551 Edris Street		13684	26	60'	15'		1500
1557 Edris Street		13684	27	59'	10'		1500
1565 Edris Street		13684	28	70'	10'		1500
1568 Edris Street		13684	29	50'	10'		1400
1560 Edris Street		13684	30	60'	10'		1400
1552 Edris Street		13684	31	60'	13'		1400
9739 Monte Mar Drive		13684	32	58'	23'		1600
9733 Monte Mar Drive		13684	33	58'	23'		1600
9727 Monte Mar Drive		13684	34	58'	23'		1600
9721 Monte Mar Drive		13684	35	58'	23'		1600
9715 Monte Mar Drive		13684	36	58'	23'		1600
9709 Monte Mar Drive		13684	37	58'	23'		1600
9701 Monte Mar Drive		13684	38	59'	23'		1600
9700 Lockford Street		13684	39	56'	23'		1600
9706 Lockford Street		13684	40	56'	23'		1600
9712 Lockford Street		13684	41	56'	23'		1600
9718 Lockford Street		13684	42	56'	23'		1600
9724 Lockford Street		13684	43	65'	15'*		1600
9730 Lockford Street		13684	44	60'	15'		1600
9734 Lockford Street		13684	45	60'	15'		1600
9731 Lockford Street		13684	46	60'	15'		1600
9725 Lockford Street		13684	47	65'	15'*		1600
9719 Lockford Street		13684	48	55'	23'		1600
9715 Lockford Street		13684	49	55'	23'		1600
9709 Lockford Street		13684	50	55'	23'		1600

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
9701	Lockford Street	13684	51	57'	23'		1600
9700	Holcomb Street	13684	52	66'	15'		1600
9708	Holcomb Street	13684	53	62'	15'		1600
9714	Holcomb Street	13684	54	58'	15'		1600
9720	Holcomb Street	13684	55	59'	15'		1600
9726	Holcomb Street	13684	56	60'	15'		1600
9734	Holcomb Street	13684	57	60'	10'		1600
9733	Holcomb Street	13684	58	60'	10'		1600
9719	Holcomb Street	13684	59	60'	10'		1600
9701	Holcomb Street	13684	60	60'	10'		1600
9702	Horner Street	13684	61	60'	10'		1600
9716	Horner Street	13684	62	60'	10'		1600
9728	Horner Street	13684	63	60'	10'		1600
	Beverlywood Parkwood	13684	64				
	Beverlywood Parkland	13684	65				
	Beverlywood Parkland	13684	66				
	Beverlywood Parkland	13684	67				
	Beverlywood Parkland	13684	68				
	Beverlywood Parkland	13684	69				
	Beverlywood Parkland	13684	70				
	Beverlywood Parkland	13684	71				
	Beverlywood Parkland	13684	72				
	Beverlywood Parkland	13684	73				
	Beverlywood Parkland	13684	74				

Notes to Tract 13684

Lots 13, 17, 43 and 47, the front yard depth indicated shall be increased on that portion of each lot which adjoined a rectangular lot, so that the front yard depth will be equivalent to the front yard depth required on said adjoining rectangular lot across that portion of the lots in question which would be a continuation of the front yard on said adjoining rectangular lot measured parallel to the direct extension of the front line of said adjoining rectangular lot.

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
9740 Monte Mar Drive		15382	1	52'			
9743 Kirkside Road		15382	2	55'			
9737 Kirkside Road		15382	3	60'			
9731 Kirkside Road		15382	4	55'			
9725 Kirkside Road		15382	5	55'			
9724 Kirkside Road		15382	6	55'			
9730 Kirkside Road		15382	7	55'			
9736 Kirkside Road		15382	8	60'			
9742 Kirkside Road		15382	9	55'			
9743 Oakmore Road		15382	10	55'			
9737 Oakmore Road		15382	11	65'			
9731 Oakmore Road		15382	12	60'			
9725 Oakmore Road		15382	14	57'			
9724 Oakmore Road		15382	14	57'			
9730 Oakmore Road		15382	15	57'			
9736 Oakmore Road		15382	16	60'			
9742 Oakmore Road		15382	17	55'			
9743 Cresta Drive		15382	18	55'			
9737 Cresta Drive		15382	19	65'			
9731 Cresta Drive		15382	20	60'			
9730 Cresta Drive		15382	21	55'			
9736 Cresta Drive		15382	22	55'			
9742 Cresta Drive		15382	23	55'			
9743 Sawyer Street		15382	24	50'			
17 Roxbury Drive		15382	26	60'			
1706 Roxbury Drive		15382	27	60'			
1712 Roxbury Drive		15382	28	60'			
1718 Roxbury Drive		15382	29	60'			
18 Roxbury Drive		15382	30	60'			
1806 Roxbury Drive		15382	31	60'			
1812 Roxbury Drive		15382	32	60'			
1818 Roxbury Drive		15382	33	60'			
19 Roxbury Drive		15382	34	60'			
1906 Roxbury Drive		15382	35	60'			
1912 Roxbury Drive		15382	36	60'			
1918 Roxbury Drive		15382	37	60'			
20 Roxbury Drive		15382	38	60'			
26 Roxbury Drive		15382	39	60'			
2012 Roxbury Drive		15382	40	60'			
2018 Roxbury Drive		15382	41	60'			
2024 Roxbury Drive		15382	42	60'			
2021 Roxbury Drive		15382	44	90'			
2017 Roxbury Drive		15382	45	90'			
27 Roxbury Drive		15382	46	60'			
21 Roxbury Drive		15382	47	60'			
1919 Roxbury Drive		15382	48	60'			
1913 Roxbury Drive		15382	49	60'			
1907 Roxbury Drive		15382	50	60'			
1901 Roxbury Drive		15382	51	60'			
1819 Roxbury Drive		15382	52	60'			

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
1813 Roxbury Drive		15382	53	60'			
1807 Roxbury Drive		15382	54	60'			
1801 Roxbury Drive		15382	55	60'			
1719 Roxbury Drive		15382	56	60'			
1713 Roxbury Drive		15382	57	60'			
1707 Roxbury Drive		15382	58	60'			
1705 Roxbury Drive		*	*	65'			
1701 Roxbury Drive		**	**	60'			

* Portion of Lot 11 of the Arnaz Property, in the Rancho Rincon De Los Bueyos.

** Portions of Lots 10 and 11 of the Arnaz Property in the Rancho Rincon De Los Bueyos.

<u>Address</u>	<u>Street</u>	<u>Tract</u>	<u>Lot</u>	<u>Frontage</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Min Sq. Ft.</u>
1585 Roxbury Drive		20924	1	60'			
1581 Roxbury Drive		20924	2	64'			
1577 Roxbury Drive		20924	3	64'			
1573 Roxbury Drive		20924	4	64'			
1569 Roxbury Drive		20924	5	64'			
1565 Roxbury Drive		20924	6	64'			
1561 Roxbury Drive		20924	7	64'			
1555 Roxbury Drive		20924	8	77'			
1553 Roxbury Drive		20924	9	65'			
1551 Roxbury Drive		20924	10	62'			
9761 Castello Place		20924	11	52'			
9751 Castello Place		20924	12	70'			
9750 Castello Place		20924	13	70'			
9752 Castello Place		20924	14	89'			
9754 Castello Place		20924	15	99'			
9756 Castello Place		20924	16	76'			
9758 Castello Place		20924	17	75'			
9761 Monte Mar Drive		20924	18	61'			
9767 Monte Mar Drive		20924	19	78'			
9771 Monte Mar Drive		20924	20	73'			
1578 Roxbury Drive		20924	21	65'			
1574 Roxbury Drive		20924	22	70'			
1566 Roxbury Drive		20924	23	75'			

EXHIBIT "A"

Lots 1-253 of Tract 11398 as per map recorded in book no. 223, pages 38 to 44, filed in the office of the Los Angeles County Recorder on December 15, 1939;

Lots 1-83 of Tract 11477 as per map recorded in book no. 262, pages 31, 32, filed in the office of the Los Angeles County Recorder on October 31, 1944;

Lots 1-46 of Tract 12405 as per map recorded in book no. 235, pages 1-2, filed in the office of the Los Angeles County Recorder on October 31, 1940;

Lots 1-74 of Tract 12406 as per map recorded in book no. 243, pages 5, 6, 7, filed in the office of the Los Angeles County Recorder on June 13, 1941;

Lots 1-8 of Tract 12469 as per map recorded in book no. 233, pages 22-23, filed in the office of the Los Angeles County Recorder on September 26, 1940;

Lots 1-43 of Tract 12771 as per map recorded in book no. 247, pages 25, 26, 27, filed in the office of the Los Angeles County Recorder on October 10, 1941;

Lots 1-77 of Tract 12776 as per map recorded in book no. 338, pages 5, 6, 7, filed in the office of the Los Angeles County Recorder on January 14, 1949;

Lots 1-69 of Tract 12780 as per map recorded in book no. 263, pages 11, 12, filed in the office of the Los Angeles County Recorder on December 28, 1944;

Lots 1-98 of Tract 12983 as per map recorded in book no. 266, pages 4, 5, filed in the office of the Los Angeles County Recorder on May 28, 1945;

Lots 1-83 of Tract 13058 as per map recorded in book no. 266, pages 32, 33, filed in the office of the Los Angeles County Recorder on June 26, 1945;

Lots 1-21 of Tract 13094 as per map recorded in book no. 270, pages 26, 27, filed in the office of the Los Angeles County Recorder on November 28, 1945;

Lots 1-77 Tract 13491 as per map recorded in book no. 280, pages 47-49, filed in the office of the Los Angeles County Recorder on July 3, 1946;

Lots 1-53 of Tract 13492 as per map recorded in book no. 297, pages 48, 49, filed in the office of the Los Angeles County Recorder on February 21, 1947;

Lots 1-74 of Tract 13684 as per map recorded in book no. 343, pages 38, 39, filed in the office of the Los Angeles County Recorder on April 5, 1949;

Lots 1-47 of Tract 13685 as per map recorded in book no. 293, pages 11, 12, filed in the office of the Los Angeles County Recorder on December 12, 1946;

Lots 1-62 of Tract 13803 as per map recorded in book no. 296, pages 20, 21, filed in the office of the Los Angeles County Recorder on February 3, 1947;

Lots 149-152, 178-186, 192-211 of Tract 14212 as per map recorded in book no. 308, pages 30, 31, 32, filed in the office of the Los Angeles County Recorder on August 29, 1947;

Lots 1-158 of Tract 15192 as per map recorded in book no. 334, pages 22-25, filed in the office of the Los Angeles County Recorder on October 29, 1948;

Lots 1-58 of Tract 15382 as per map recorded in book no. 421, pages 38, 39 filed in the office of the Los Angeles County Recorder on November 23, 1951;

Lots 1-23 of Tract 20294 as per map recorded in book no. 773, pages 37, 38, filed in the office of the Los Angeles County Recorder on April 18, 1968;

Those portions of Lots 10 and 11 of Arnaz Property, in the Rancho Pincon De Los Bueyes, as per map recorded in Book 2324 Pages 91 and 92 of Deeds, in the office of the County Recorder, and a portion of a 50 foot strip of land in Lot 54 of Rancho Rincon De Los Bueyes, in said City, as shown on map recorded in Book 37 Pages 53 and 54 of Miscellaneous Records, in the office of the County Recorder, conveyed by Deed recorded in Book 1757, Page 243 of Deeds, in the office of said County Recorder

That portion of Lot 11 of the Arnaz property, in the Rancho Rindon De Los Bueyes, in the City of Los Angeles, County of Los Angeles, State of California, as shown on Map recorded in Book 2324 Pages 91 to 93 inclusive of Deeds, in the office of the County Recorder of said County, described as follows:

Beginning at the intersection of the North line of Lot 58 of Tract No. 15382, as shown on Map recorded in Book 421 Pages 38 and 39 of Maps, in the office of the County Recorder of said County, with the West line of Roxbury Drive, 60 feet wide, as said Roxbury Avenue is shown on Map of said Tract No. 15382; thence North 12 degrees 47 minutes 08 seconds East along said Westerly line of Roxbury Avenue, a distance of 50 feet; thence North 87 degrees 00 minutes 10 seconds West parallel with the Northerly line of said Lot 58, a distance of 120 feet, more or less, to the West line of said Lot 11 of the Arnaz property, being the Northerly prolongation of the Westerly line of Lot 58 of said Tract No. 15382; thence South 12 degrees 47 minutes 08 seconds West 60 feet along said Westerly line to the most Northerly corner of said Lot 58; thence south 87 degrees 00 minutes 10 seconds East along the Northerly line of said Lot 58, a distance of 120 feet to the point of beginning.