TRACT NO.

12602

K E N T W O O D

DECLARATION OF PROTECTIVE RESTRICTIONS

THIS AMENDED DECLARATION MADE THIS 26TH DAY OF AUGUST, 1941, BY THE SUPERIOR OIL COMPANY, A CALIFORNIA CORPORATION, HEREINAFTER REFERRED TO AS "DECLARANT".

W I T N E S S E T H :

WHEREAS, DECLARANT AND OTHERS ARE THE OWNERS OF THE REAL PROPERTY HEREINAFTER DESCRIBED IN ARTICLE I HEREOF: AND

WHEREAS, DECLARANT DESIRES TO SUBJECT SAID PROPERTY TO THE FOLLOWING CONDITIONS, RESTRICTIONS, RESERVATIONS AND CHARGES FOR THE BENEFIT OF SAID PROPERTY AND ITS PRESENT AND SUBSEQUENT OWNERS; AND

WHEREAS, THE POWER TO ENFORCE CERTAIN OF SAID CONDITIONS, RESTRICTIONS, RESERVATIONS AND CHARGES IS TO RESIDE IN THE KENTWOOD HOME GUARDIANS, A NON-PROFIT CORPORATION (HEREINAFTER REFERRED TO AS THE "ASSOCIATION"), WHOSE MEMBERSHIP SHALL CONSIST OF DECLARANT AND ALL RECORD OWNERS OF BUILDING SITES ON SAID PROPERTY; AND IN SUCH ADDITIONAL TRACTS IN THE VICINITY AS MAY BE SUBDIVIDED BY DECLARANT OR ITS SUCCESSORS AND MADE SUBJECT TO CERTAIN OF THE PROVISIONS OF THIS DECLARATION AS HEREIN PROVIDED:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT DECLARANT HEREBY CERTIFIES AND DECLARES THAT IT HAS ESTABLISHED AND DOES HEREBY ESTABLISH A GENERAL PLAN FOR THE PROTECTION, MAINTENANCE, DEVELOPMENT AND IMPROVEMENT OF SAID PROPERTY, AND

THAT ALL OF THE LOTS, PARCELS AND PORTIONS OF SAID PROPERTY SHALL BE HELD, TRANSFERRED, SOLD OR CONVEYED BY DECLARANT OR BY IT CONTRACTED TO BE SOLD, SUBJECT TO THE CONDITIONS, RESTRICTIONS, RESERVATIONS AND CHARGES IN THIS DECLARATION SET FORTH, EACH OF WHICH IS FOR THE BENEFIT OF SAID PROPERTY AND FOR EACH OWNER OF LAND THEREIN, AND SHALL RUN WITH THE LAND AND PASS WITH SAID PROPERTY AND EVERY PARCEL OF LAND THEREIN AND SHALL APPLY TO AND BIND THE DECLARANT, ITS SUCCESSORS IN INTEREST AND THE PRESENT AND SUBSEQUENT OWNERS OF EACH AND EVERY PARCEL OF SAID PROPERTY.

THAT THE CONDITIONS, RESTRICTIONS, RESERVATIONS AND CHARGES HEREINABOVE REFERRED TO ARE AS FOLLOWS:

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

1. DECLARANT IS THE OWNER OF CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 12602, AS SHOWN ON THE MAP RECORDED IN BOOK 243, PAGE 34, OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

2. NO PROPERTY OTHER THAN THAT DESCRIBED ABOVE SHALL BE DEEMED SUBJECT TO THIS DECLARATION UNLESS AND UNTIL SPECIFICALLY MADE SUBJECT THERETO.

ARTICLE II

DEFINITIONS OF TERMS

1. "LOT" MEANS ONE OF THE NUMBERED PARCELS OF REAL PROPERTY AS SHOWN ON THE MAP HEREINABOVE REFERRED TO.

2. "SAID PROPERTY" MEANS THE PROPERTY DESCRIBED IN PARAGRAPH 1, ARTICLE I, UNLESS THE CONTEX AND CIRCUMSTANCES OTHERWISE REQUIRE.

3. "SETBACK" MEANS THE MINIMUM DISTANCE BETWEEN THE DWELLING HOUSE OR OTHER STRUCTURE REFERRED TO AND A GIVEN STREET OR LINE.

4. "BUILDING SITE" MEANS EITHER A LOT AS SHOWN ON SAID MAP, OR A PARCEL CONSISTING OF A PORTION OF ANY LOT (OTHER THAN A CORNER LOT; EXCEPT LOT 99) OR CONTIGUOUS PORTIONS OF ANY TWO OR MORE CONTIGUOUS LOTS (OTHER THAN CORNER LOTS; EXCEPT LOT 99); 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 AN AREA OF AT LEAST FIVE THOUSAND (5000) SQUARE FEET.

5. "STREET FRONTAGE" MEANS THAT PORTION OF A LOT OR BUILDING SITE WHICH BORDERS ON A STREET.

ARTICLE III

USES OF PROPERTY

1. LOT 103 MAY BE USED FOR BUSINESS PURPOSES.

2. LOTS 99, 101, AND 104 MAY BE USED FOR MULTIPLE DWELLINGS.

3. LOTS 94, 96, 98, 100, 102, 105, 110 TO 113, INCLUSIVE, AND THE SOUTHERLY TEN (10) FEET OF LOT 101 AND THE EASTERLY TEN (10) FEET OF LOT 104 ARE TO BE USED EXCLUSIVELY FOR THE PLANTING OF TREES, SHRUBS, LAWNS AND OTHER GROUND COVER. INGRESS AND EGRESS OF VEHICULAR TRAFFIC IS PROHIBITED OVER THESE SAID LOTS AND PORTIONS OF LOTS AND NO BUILDING NOR ANY PORTION OF ANY BUILDING OR OTHER STRUCTURE NOR ANY DRIVEWAY SHALL BE PLACED OR MAINTAINED ON ANY PORTION THEREOF.

5. NO PART OF SAID PROPERTY EXCEPT AS HEREIN OTHERWISE PROVIDED SHALL BE USED FOR ANY OTHER THAN RESIDENTIAL PURPOSES.

6. NO HORSES, CATTLE, COWS, GOATS, SHEEP, RABBITS, HARES, REPTILES OR OTHER ANIMALS, PIGEONS, PHEASANTS, GAME BIRDS, GAME, OR OTHER BIRDS, FOWL OR POULTRY SHALL BE RAISED, KEPT OR PERMITTED UPON SAID PROPERTY OR ANY PART THEREOF, EXCEPT THAT DOGS AND CATS AND OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT BRED, OR RAISED FOR COMMERCIAL PURPOSES OR IN UNREASONACLE QUANTITY AND PROVIDED THAT THEY DO NOT BECOME A NUISANCE TO THE OWNERS OF, OCCUPANTS OF SAID PROPERTY.

7. NO PART OF SAID PROPERTY SHALL BE USED FOR THE PURPOSE OF DRILLING THEREON FOR, OR PRODUCING THEREFROM, WATER, OIL, GAS, OR ANY MINERAL SUBSTANCE.

8. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON SAID PROPERTY OR ANY PART THEREOF, NOR SHALL ANYTHING BE DONE OR MAINTAINED THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

ARTICLE IV

CHARACTER OF BUILDINGS

1. NO BUILDING MAY BE ERECTED OR MAINTAINED ON ANY BUILDING SITE ON SAID PROPERTY EXCEPT ONE SINGLE-FAMILY DWELLING, ONE STORY IN HEIGHT, PRIVATE APPURTENANT GARAGES AND CUSTOMARY OUTBUILDINGS, EXCEPT ON THOSE LOTS ENUMERATED IN PARAGRAPHS 1 AND 2 OF ARTICLE III.

2. NO TRAILER, OUTHOUSE, GARAGE, SHED, TENT, OR ANY TEMPORARY BUILDINGS OF ANY KIND SHALL BE MAINTAINED ON ANY LOT OR BUILDING SITE PRIOR TO THE ERECTION OF THE PRINCIPAL DWELLING HOUSE OR BUILDING THEREON, PROVIDED HOWEVER THAT THE CONDITIONS HEREIN CONTAINED SHALL NOT BE CONSTRUED TO PREVENT THE TEMPORARY CONSTRUCTION AND MAINTENANCE BY DECLARANT OR ITS AGENTS OF BUILDINGS OR IMPROVEMENTS ON SAID PROPERTY DEEMED NECCESSARY OR CONVENIENT IN THE DEVELOPMENT OR SUBDIVISION THEREOF.

3. THE WORK OF CONSTRUCTING ANY RESIDENCE OR BUILDING SHALL BE PROSECUTED DILIGENTLY AND CONTINUOUSLY FROM THE COMMENCEMENT THEREOF UNTIL THE SAME IS COMPLETED. ALL STRUCTURES SHALL BE SUITABLY PAINTED, COLORED, OR STAINED IMMEDIATELY UPON COMPLETION.

4. ALL DWELLINGS ERECTED ON LOTS 1, 101, 104 AND 106 TO 109, INCLUSIVE, SHALL FACE EIGHTY-FIFTH PLACE; ALL DWELLINGS ERECTED ON LOTS 93, 95, 97, AND 99 SHALL FACE ALVERSTONE AVENUE; ALL DWELLINGS ERECTED ON LOTS 18, 35, 36 AND 54 SHALL FACE EIGHTY-FIFTH STREET; AND ALL DWELLINGS ERECTED ON LOTS 55, 73, 74 AND 92 SHALL FACE EIGHTY-FOURTH PLACE. EXCEPT AS ABOVE STATED, EACH DWELLING SHALL FACE THE STREET CONTIGUOUS TO THE LOT ON WHICH IT IS ERECTED.

5. NO DWELLING SHALL BE ERECTED WHICH SHALL HAVE A GROUND FLOOR AREA EXCLUSIVE OF PORCHES AND GARAGES, OF LESS THAN 1,000 SQUARE FEET.

6. THE ROOF OF EACH DWELLING SHALL BE GABLED OR HIPPED.

7. NO LOT, EXCEPT LOT 103, SHALL BE RESUBDIVED INTO, NOR SHALL ANY DWELLING BE ERECTED UPON, ANY BUILDING SITE OR LOT HAVING AN AREA OF LESS THAN FIVE THOUSAND (5,000) SQUARE FEET OR A WIDTH OF LESS THAN FIFTY (50) FEET (FORTY-NINE (49) FEET AS TO LOT 97) AT THE FRONT BUILDING SET BACK LINE.

8. NO BUILDING ERECTED OR CONSTRUCTED ELSEWHERE SHALL BE MOVED ON TO ANY BUILDING SITE WITHOUT THE APPROVAL OF THE ARCHITECTURAL COMMITTEE HEREAFTER PROVIDED FOR AND THE WRITTEN CONSENT OF SEVENTY-FIVE PER CENT (75%) OF THE LOT OWNERS WITHIN A RADIUS OF THREE HUNDRED (300) FEET OF THE LOT TO WHICH THE BUILDING IS PROPOSED TO BE MOVED, IN WRITING, FIRST OBTAINED AND RECORDED IN THE RECORDS OF LOS ANGELES COUNTY.

ARTICLE V

FENCES

1. NO FENCE, WALL, HEDGE OR COPING LOCATED UPON A BUILDING SITE SHALL HAVE A HEIGHT GREATER THAN SIX (6) FEET ABOVE THE FINISHED GRADED SURFACE OF THE GROUND UPON WHICH IT IS LOCATED.

2. NO FENCE, WALL, HEDGE OR COPING SHALL BE ERECTED WITHIN THIRTY-FIVE (35) FEET OF THE FRONT OF ANY LOT WHICH SHALL HAVE A HEIGHT GREATER THAN THREE (3) FEET ABOVE THE FINISHED GRADED SURFACE OF THE GROUND UPON WHICH SUCH FENCE, WALL, HEDGE OR COPING IS LOCATED.

3. THE ARCHITECTURAL COMMITTEE MAY MODIFY OR CHANGE THE PROVISIONS OF THIS ARTICLE AS TO LOTS 16, 17, 101, 103, 104 AND 106.

ARTICLE VI

SETBACKS

1. NO BUILDING WITHIN SAID TRACT SHALL BE LOCATED NEARER THAN TWENTY (20) FEET TO THE FRONT LOT LINE, EXCEPT ON LOT 103, AND EXCEPT AS HEREINAFTER PROVIDED FOR ON LOTS 16 AND 17. NO BUILDING WITHIN SAID TRACT SHALL BE LOCATED NEARER THAN THREE (3) FEET TO ANY SIDE LINE, IF WITHIN SIXTY (60) FEET OF THE FRONT LOT LINE, EXCEPT ON LOTS 99, 101, 103 AND 104.

2. NO BUILDING EXCEPT A GARAGE OR OTHER OUTBUILDING LOCATED SIXTY (60) FEET FROM THE FRONT LOT LINE, SHALL BE LOCATED ON ANY OF THE FOLLOWING LOTS NEARER THAN SEVEN (7) FEET TO ITS EASTERLY LINE; 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 106, 107, AND 108.

3. ON LOTS 1, 35, 36, 73, 74 AND 109 NO BUILDING, GARAGE OR OUTBUILDING SHALL BE LOCATED NEARER THAN SEVEN (7) FEET TO THE WESTERLY LINE OF ANY OF SAID LOTS, AND NO BUILDING EXCEPT A GARAGE OR OTHER OUTBUILDING LOCATED SIXTY (60) FEET OR MORE FROM THE FRONT LOT LINE SHALL BE LOCATED NEARER THAN FIVE (5) FEET TO THE EASTERLY LOT LINE OF ANY OF SAID LOTS.

4. ON LOTS 2, 34, 37, 72, 75 AND 108 NO BUILDING EXCEPT A GARAGE OR OTHER OUTBUILDING LOCATED SIXTY (60) FEET OR MORE FROM THE FRONT LOT LINE SHALL BE LOCATED NEARER THAN FIVE (5) FEET TO THE WESTERLY LOT LINE OF ANY OF SAID LOTS.

5. ON LOTS 18, 54, 55 AND 92 NO BUILDING, GARAGE OR OUTBUILDING SHALL BE LOCATED NEARER THAN TEN (10) FEET TO THE EASTERLY LINE OF ANY OF SAID LOTS.

6. ON LOTS 93 AND 95 NO BUILDING EXCEPT A GARAGE OR OTHER OUTBUILDING LOCATED SIXTY (60) FEET OR MORE FROM THE FRONT LOT LINE, SHALL BE LOCATED NEARER THAN SEVEN (7) FEET TO THE SOUTHERLY LINE OF EITHER OF SAID LOTS.

7. ON LOT 97 NO BUILDING, GARAGE OR OUTBUILDING SHALL BE LOCATED NEARER THAN TEN (10) FEET TO THE SOUTHERLY LINE OF SAID LOT.

8. NO GARAGE, EVEN THOUGH IT IS MADE AN INTEGRAL PART OF A RESIDENCE OR MULTIPLE DWELLING, SHALL BE PLACED NEARER TO THE FRONT LINE OF ANY LOT THAN SIXTY (60) FEET; PROVIDED THAT AS TO LOTS 16 AND 17 THE REQUIREMENTS OF THIS PARAGRAPH MAY BE WAIVED BY THE ARCHITECTURAL COMMITTEE AS PROVIDED IN PARAGRAPH 9.

9. ON LOTS 16 AND 17 NO HOUSE, GARAGE OR OUTBUILDING SHALL BE LOCATED NEARER THAN TWENTY (20) FEET TO THE STREET LINE OF SAID LOTS AT ANY POINT THEREOF, EXCEPT BY WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE, WHICH COMMITTEE SHALL HAVE THE POWER, RIGHT AND AUTHORITY TO APPROVE, ALLOW AND PERMIT THE ERECTION AND CONSTRUCTION OF A HOUSE, GARAGE AND/OR OUTBUILDING ANY DISTANCE OR DISTANCES NEARER THE STREET LINE THAN TWENTY (20) FEET WHICH IN ITS OPINION SHALL BE DEEMED ADVISABLE AND SUITABLE.

10. NONE OF THE SET BACK LINES REFERRED TO IN THIS ARTICLE SHALL APPLY TO OPEN PORCHES, EAVES, BAY WINDOWS, STEPS, CHIMNEYS, PORTE-COCHERES, WHICH, HOWEVER, WITH THE EXCEPTION OF PORTE-COCHERES, GATES AND GATE-POSTS, SHALL IN NO EVENT EXTEND MORE THAN EIGHTEEN (18) INCHES INTO THE SIDE SET BACKS REFERRED TO IN THIS ARTICLE AND SHALL NOT APPLY TO A GARAGE OR OTHER OUTBUILDING LOCATED AT LEAST SIXTY (60) FEET FROM THE FRONT LINE OF THE BUILDING SITE.

SIGNS

1. NO SIGNS OR OTHER ADVERTISING DEVICE OF ANY CHARACTER SHALL BE ERECTED OR MAINTAINED UPON ANY PART OF SAID PROPERTY, EXCEPT ON LOT 103, AND EXCEPT THAT: (A) ON ANY ONE LOT OR BUILDING SITE ONE SIGN, NOT LARGER THAN EIGHTEEN (18) BY TWENTY-FOUR (24) INCHES, ADVERTISING THE PROPERTY FOR SALE OR FOR RENT, MAY BE ERECTED AND MAINTAINED; (B) DECLARANT OR ITS AGENTS MAY ERECT AND MAINTAIN ON SAID PROPERTY SUCH SIGNS AND OTHER ADVERTISING DEVICES AS IT MAY DEEM NECESSARY OR PROPER IN CONNECTION WITH THE CONDUCT OF ITS OPERATIONS FOR THE DEVELOPMENT, IMPROVEMENT, SUBDIVISION AND SALE OF SAID PROPERTY; AND (C) ANY SIGN CONFORMING WITH ORDINANCE NO. 77,000, MUNICIPAL CODE OF THE CITY OF LOS ANGELES.

ARTICLE VIII

APPROVAL OF PLANS

1. NO BUILDING, FENCE, WALL, POLE OR OTHER STRUCTURE SHALL BE ERECTED, CONSTRUCTED, ALTERED OR MAINTAINED UPON ANY PORTION OF SAID PROPERTY, UNLESS A COMPLETE SET OF PLANS AND SPECIFICATIONS THEREFORE, INCLUDING THE EXTERIOR COLOR SCHEME TOGETHER WITH A BLOCK PLAN INDICATING THE EXACT LOCATION ON THE BUILDING SITE, SHALL HAVE BEEN SUBMITTED TO AND APPROVED BY THE ARCHITECTURAL COMMITTEE AS HEREINAFTER SET FORTH NOR SHALL ANY BUILDING ERECTED OR CONSTRUCTED ELSEWHERE BE MOVED ONTO ANY BUILDING SITE WITHOUT THE CONSENT SPECIFIED BY PARAGRAPH 8 OF ARTICLE IV NOR WITHOUT THE APPROVAL OF THE COMMITTEE AS HEREINAFTER SET FORTH. THE APPROVAL OF SAID PLANS AND SPECIFICATIONS MAY BE WITHHELD NOT ONLY BECAUSE OF THEIR NON-COMPLIANCE WITH ANY OF THE SPECIFIC CONDITIONS AND RESTRICTIONS CONTAINED IN THIS AND OTHER CLAUSES HEREOF, BUT ALSO BY REASON OF THE REASONABLE DISSATISFACTION OF THE ARCHITECTURAL COMMITTEE WITH THE STYLE, DESIGN, APPEARANCE OR LOCATION OF THE PROPOSED STRUCTURE OR STRUCTURES.

2. THE WRITTEN APPROVAL OF THE COMMITTEE MAY BE RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, AND SHALL BE CONCLUSIVE EVIDENCE OF SUCH APPROVAL.

3. THE APPROVAL OF THE COMMITTEE OF ANY PLANS OR SPECIFICATIONS SUBMITTED FOR APPROVAL, AS HEREIN SPECIFIED, SHALL NOT BE DEEMED TO BE A WAIVER BY THE COMMITTEE OF ITS RIGHT TO OBJECT TO ANY OF THE FEATURES OR ELEMENTS EMBODIED IN ANY SUBSEQUENT PLANS OR SPECIFICATIONS SUBMITTED FOR APPROVAL AS HEREIN PROVIDED, FOR USE ON ANY OTHER BUILDING SITE. NOR SHALL SUCH APPROVAL BE CONSTRUED AS IN ANY MANNER MODIFYING, ALTERING OR WAIVING ANY OF THE CONDITIONS OR RESTRICTIONS SET OUT HEREIN AS TO LOCATION OR OTHERWISE.

4. IF AFTER SUCH PLANS AND SPECIFICATIONS HAVE BEEN APPROVED, THE BUILDING, FENCE, WALL OR OTHER STRUCTURES SHALL BE ALTERED, ERECTED OR MAINTAINED UPON THE BUILDING SITE OTHERWISE THAN AS APPROVED BY THE COMMITTEE, SUCH ALTERATIONS, ERECTION AND MAINTENANCE SHALL BE DEEMED TO HAVE BEEN UNDERTAKEN WITHOUT THE APPROVAL OF THE COMMITTEE EVER HAVING BEEN OBTAINED AS REQUIRED BY THIS DECLARATION.

5. ANY AGENT OR ANY MEMBER OF THE COMMITTEE MAY FROM TIME TO TIME AT ANY REASONABLE HOUR OR HOURS ENTER AND INSPECT ANY PROPERTY SUBJECT TO THE JURISDICTION OF THE COMMITTEE AS TO ITS MAINTENANCE OR IMPROVEMENT IN COMPLIANCE WITH THE PROVISIONS HEREOF; AND THE COMMITTEE OR ANY AGENT THEREOF SHALL NOT THEREBY BE DEEMED GUILTY OF ANY MANNER OF TRESPASS FOR SUCH ENTRY OR INSPECTION. THE COMMITTEE MAY ISSUE A CERTIFICATE OF COMPLETION AND COMPLIANCE AS TO ANY PROPERTY SO INSPECTED.

6. THE COMMITTEE SHALL CONSIST OF FIVE (5) MEMBERS, NON OF WHOM NEED BE MEMBERS OF THE ASSOCIATION.

7. IN THE FIRST INSTANCE THE COMMITTEE SHALL CONSIST OF FRANK H. AYRES, DONALD B. AYRES, JACK E. POOLE, HAYDEN WORTHINGTON AND CONSTANCE SMITH.

8. UNTIL SUCH TIME AS IS HEREINAFTER PROVIDED, THE DECLARANT SHALL HAVE FULL POWER TO REMOVE ANY MEMBER OF SAID COMMITTEE AND TO MAKE APPOINTMENTS TO FILL ANY VACANCIES IN THE MEMBERSHIP THEREOF. ANY WRITTEN INSTRUMENT OF APPOINTMENT DULY EXECUTED MAY BE FILED WITH THE COUNTY RECORDER OF LOS ANGELES COUNTY AND SUCH RECORDATION SHALL IMPART NOTICE TO ALL PERSONS OF THE MATTERS THEREIN SET FORTH.

9. A WRITTEN APPROVAL OF TWO (2) OF THE MEMBERS OF THE COMMITTEE SHALL CONSTITUTE AN APPROVAL. IF SAID COMMITTEE FAILS TO APPROVE OR REJECT ANY PLANS WITHIN THIRTY (30) DAYS AFTER SAID PLANS HAVE BEEN SUBMITTED TO IT, THEN NO APPROVAL SHALL BE NECESSARY. IF NO ACTION SHALL BE FILED, OR NOTICE OF REJECTION RECORDED, BY OR ON BEHALF OF SAID COMMITTEE WITHIN THIRTY (30) DAYS AFTER NOTICE OF COMPLETION SHALL BE RECORDED COVERING THE CONSTRUCTION, ALTERATION OR REPLACEMENT OF ANY STRUCTURE, THE FILING OF SUCH NOTICE OF COMPLETION OF RECORD SHALL BE CONCLUSIVE EVIDENCE OF THE APPROVAL OF SUCH STRUCTURE BY SAID COMMITTEE.

10. THE DECLARANT, MAY, AT ANY TIME, AT ITS OPTION, RELIEVE ITSELF OF THE OBLIGATION OF APPOINTING AND MAINTAINING SAID COMMITTEE BY FILING IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, A NOTICE STATING THAT IT HAS SURRENDERED THE POWERS OF APPOINTMENT AND MAINTENANCE OF SAID COMMITTEE AS GRANTED BY THIS ARTICLE, AND UPON THE RECORDING OF SUCH NOTICE SAID POWERS SHALL IMMEDIATELY VEST IN THE MAJORITY OF THE LOT OWNERS OF RECORD OF SAID PROPERTY.

11. NEITHER DECLARANT, ITS SUCCESSORS OR ASSIGNS, NOR THE COMMITTEE, NOR ANY MEMBER THEREOF, SHALL BE HELD RESPONSIBLE FOR ANY LOSS OR DAMAGE, NOR BE LIABLE IN ANY WAY WHATSOEVER FOR ANY ERRORS OR DEFECTS WHICH MAY OR MAY NOT BE SHOWN ON SAID PLANS OR SPECIFICATIONS OR IN ANY BUILDING OR STRUCTURE ERECTED ON ACCORDANCE WITH SUCH PLANS OR SPECIFICATIONS OR OTHERWISE.

12. FOR THE PURPOSE OF MAKING A SEARCH UPON, OR GUARANTEEING OR INSURING TITLE TO, OR ANY LIEN ON OR INTEREST IN, ANY LOT OR PARCEL OF SAID PROPERTY, AND FOR THE PURPOSE OF PROTECTING PURCHASERS AND ENCUMBRANCERS FOR VALUE AND IN GOOD FAITH AS AGAINST THE PERFORMANCE OR NON-PERFORMANCE OF ANY OF THE ACTS IN THIS DECLARATION AUTHORIZED, PERMITTED OR TO BE APPROVED BY THE COMMITTEE, THE RECORDS OF THE COMMITTEE, 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 COMMITTEE SHOWING THAT THE PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS OR OTHER MATTERS HEREIN PROVIDED FOR OR AUTHORIZED HAVE BEEN APPROVED, AND THAT SAID IMPROVEMENTS HAVE BEEN MADE IN ACCORDANCE THEREWITH, OR OF A CERTIFICATE AS TO ANY MATTERS RELATING TO THE ASSOCIATION BY THE SECRETARY THEREOF, SHALL BE PRIMA FACIE EVIDENCE AND SHALL FULLY JUSTIFY AND PROTECT ANY TITLE COMPANY OR PERSONS CERTIFYING, GUARANTEEING OR INSURING SAID TITLE, OR ANY LIEN THEREON OR ANY INTEREST THEREIN, AND SHALL ALSO FULLY PROTECT ANY PURCHASER OR ENCUMBRANCER IN GOOD FAITH AND FOR VALUE IN ACTING THEREON, AS TO ALL MATTERS WITHIN THE JURISDICTION OF THE COMMITTEE OR OF THE ASSOCIATION.

ARTICLE IX

PROVISIONS FOR UPKEEP

1. THERE SHALL BE AN ANNUAL CHARGE OR ASSESSMENT AS HEREINAFTER PROVIDED AGAINST ALL BUILDING SITES LOCATED IN SAID TRACT 12602 AND ALL BUILDING SITES LOCATED WITHIN A TRACT SUBDIVIDED BY DECLARANT OR ITS SUCCESSORS IN INTEREST AND WITHIN EITHER SECTIONS 24 OR 25, T. 2 S., R. 15 W., S. B. B. & M. CONVEYED TO DECLARANT BY AND DESCRIBED IN THAT CERTAIN DEED FROM INGLEWOOD EXTENSION COMPANY DATED SEPTEMBER 11, 1940, AND RECORDED DECEMBER 18, 1940 IN BOOK 18072, PAGE 111, OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, AND WHICH TRACT IS MADE SUBJECT TO A SIMILAR DECLARATION OF PROTECTIVE RESTRICTIONS AND THE LOT OWNERS OF SUCH TRACT ARE, ACCORDING TO THE DECLARATION OF PROTECTIVE RESTRICTIONS, TO BE MEMBERS OF THE KENTWOOD HOME GUARDIANS ASSOCIATION.

ASSESSMENTS ON LOTS OR PARCELS OF LAND IN ADDITIONAL TRACTS IN SAID AREA SHALL NOT BE MADE NOR SHALL ANY OF SAID ADDITIONAL LAND BE SUBJECT TO ANY CHARGE UNTIL SUCH TIME AS SAID ADDITIONAL TRACT SHALL HAVE BEEN SUBDIVIDED BY DECLARANT OR ITS SUCCESSORS, THE OFFICIAL MAP OF SUCH SUBDIVISION DULY FILED FOR RECORD AND A DECLARATION OF PROTECTIVE RESTRICTIONS DULY FILED WHICH EXPRESSLY MAKES SUCH ADDITIONAL TRACT SUBJECT TO THE PROVISIONS OF THIS PARAGRAPH.

THE DECLARANT, ITS SUCCESSORS AND ASSIGNS SHALL HAVE THE RIGHT AT ITS OWN COST AND EXPENSE TO PLANT TREES, SHRUBS, LAWNS AND OTHER GROUND COVER ON SAID PROPERTY AND SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSE AND DECLARANT AGREES AT ITS OWN COST AND EXPENSE TO FULLY MAINTAIN SUCH PLANTINGS UNTIL JULY 1, 1942.

PRIOR TO JULY 1, 1942, DECLARANT SHALL CAUSE TO BE FORMED A NON-PROFIT CORPORATION WHOSE MEMBERS SHALL BE DECLARANT AND ALL OTHER OWNERS OF RECORD OF BUILDING SITES IN TRACT 12602 AND IN THE ADDITIONAL SUBDIVIDED TRACTS IN THE SAME VICINITY AS HEREINABOVE PROVIDED. DECLARANT MAY ASSIGN TO SUCH ASSOCIATION ALL OR ANY PORTION OF ITS RIGHTS AND OBLIGATIONS HEREUNDER WITH RESPECT TO THE PLANTING OR MAINTENANCE OF PLANTINGS ON SAID AREAS.

2. THE ANNUAL CHARGE OR ASSESSMENT UPON SAID PROPERTY SUBJECT THERETO SHALL IN NO EVENT EXCEED IN ANY ONE YEAR TWENTY CENTS PER FRONT FOOT, AND PROVIDED FURTHER, THAT THE CHARGE OR FEE SO ESTABLISHED SHALL BE THE SAME AGAINST EVERY FRONT FOOT OF THE RESIDENTIAL AND BUSINESS LOTS CONSTITUTING SAID PROPERTY, WITHOUT DISTINCTION OR PREFERENCE OF ANY KIND. FOR THE PURPOSE OF THIS ARTICLE IX LOTS 101 AND 104 ARE DEEMED TO HAVE 80 FRONT FEET, LOT 99 TO HAVE 300 FRONT FEET, LOT 103 TO HAVE 200 FRONT FEET EACH OF THE OTHER LOTS TO HAVE 50 FRONT FEET.

3. DECLARANT HEREBY EXPRESSLY RESERVES THE SOLE AUTHORITY TO FIX THE RATE PER FRONT FOOT SUCH CHARGES OR ASSESSMENTS, SUBJECT TO THE FOREGOING LIMITATIONS AS TO THE AMOUNT THEREOF, AND TO EXPEND FOR THE PURPOSE HEREINAFTER SPECIFIED, OR IN THE JUDGMENT OF THE DECLARANT INCIDENTAL THERETO, THE MONEY RECEIVED IN PAYMENT OF SUCH CHARGES OR ASSESSMENTS UNTIL SUCH TIME AS IT SHALL ASSIGN SUCH RIGHTS TO THE ASSOCIATION.

4. EACH SUCH ANNUAL CHARGE OR ASSESSMENT SHALL BE FIXED ON OR ABOUT THE FIRST MONDAY IN OCTOBER FOR THE CURRENT FISCAL YEAR COMMENCING JULY 1 OF THE CALENDAR YEAR AND ENDING JUNE 30TH OF THE NEXT CALENDAR YEAR. THE FIRST SUCH CHARGE OR ASSESSMENT SHALL BE DUE AND PAYABLE UPON THE FIRST MONDAY IN NOVEMBER, 1942, AND EACH SUCCEEDING ANNUAL CHARGE ON THE FIRST MONDAY IN NOVEMBER OF EACH SUCCEEDING YEAR. EACH SUCH CHARGE OR ASSESSMENT SHALL BECOME DELINQUENT ON THE FIRST MONDAY IN DECEMBER OF THE YEAR IN WHICH IT WAS FIXED, AND IF NOT THERETOFORE PAID SHALL THEREAFTER BEAR INTEREST AT THE RATE OF SIX PERCENT (6%) PER ANNUM, AND THE AGGREGATE AMOUNT OF SUCH ASSESSMENT WITH INTEREST AS AFORESAID SHALL CONSTITUTE A LIEN ON THE PROPERTY, WITH RESPECT TO WHICH IT WAS FIXED, FROM THE DATE THE NOTICE OF DELINQUENCY UNDER PARAGRAPH 5 HEREOF IS FILED FOR RECORD. SUCH LIEN MAY BE ENFORCED BY THE DECLARANT OR BY THE ASSOCIATION IN THE MANNER PROVIDED BY LAW WITH RESPECT TO MORTGAGE OR OTHER LIEN ON REAL PROPERTY; AND IN THE EVENT OF FORECLOSURE, THE PROPERTY OWNER SHALL PAY ALL COSTS AND EXPENSES OF FORECLOSURE, INCLUDING REASONABLE ATTORNEY'S FEES, ALL OF WHICH COSTS, EXPENSES AND FEES SHALL BE SECURED BY SUCH LIEN.

5. THE DECLARANT, WHILE IT RETAINS THE RIGHT TO COLLECT ASSESSMENTS, AND THEREAFTER THE SECRETARY OF THE ASSOCIATION SHALL FILE FOR RECORD WITH THE COUNTY RECORDER OF LOS ANGELES COUNTY, WITHIN ONE HUNDRED TWENTY (120) DAYS AFTER DELINQUENCY, THE AMOUNT OF ANY CHARGES OR ASSESSMENTS, TOGETHER WITH PENALTIES AS AFORESAID WHICH HAVE BECOME DELINQUENT WITH RESPECT TO ANY PORTION OF SAID PROPERTY, AND UPON PAYMENT IN FULL THEREOF SHALL EXECUTE AND FILE FOR RECORD A PROPER RELEASE OF LIENS SECURING THE SAME.

6. THE RIGHT TO COLLECT AND ENFORCE THE COLLECTION OF SUCH CHARGES OR ASSESSMENTS, INCLUDING PENALTIES THEREON AS AFORESAID, IS HEREBY RETAINED BY DECLARANT UNTIL SUCH RIGHT SHALL BE TRANSFERRED BY IT TO THE ASSOCIATION AT WHICH TIME ALL THE RIGHTS AND OBLIGATIONS GRANTED DECLARANT BY THIS ARTICLE SHALL CEASE.

7. AFTER DECLARANT SHALL HAVE ASSIGNED ITS RIGHTS TO COLLECT THE ASSESSMENTS IT SHALL PROMPTLY PAY TO THE ASSOCIATION ALL AMOUNTS RECEIVED BY DECLARANT IN PAYMENT OF SUCH CHARGES OR ASSESSMENTS, INCLUDING PENALTIES THEREON LESS SUCH AMOUNTS AS IT MAY HAVE EXPENDED IN ACCORDANCE WITH THE PROVISIONS HEREOF.

8. THE PURCHASER OF PORTIONS OF SAID PROPERTY BY THE ACCEPTANCE OF DEEDS THEREFORE, WHETHER FROM DECLARANT OR SUBSEQUENT OWNERS OF SUCH PROPERTY, OR BY THE SIGNING OF CONTRACT OR AGREEMENTS TO PURCHASER OF SAME, SHALL BECOME PERSONALLY OBLIGATED TO PAY SUCH CHARGES OR ASSESSMENTS, INCLUDING PENALTIES, UPON THE PORTION OR PORTIONS OF SAID PROPERTY PURCHASED OR AGREED TO BE PURCHASED BY THEM, AND SHALL THEREBY VEST IN DECLARANT OR ITS ASSIGNS THE RIGHT OR POWER TO BRING ALL ACTIONS FOR THE COLLECTION OF SUCH CHARGES, ASSESSMENTS AND PENALTIES AND THE ENFORCEMENT OF THE LIEN SECURING THE SAME. SUCH RIGHT AND POWER SHALL CONTINUE IN DECLARANT AND ITS ASSIGNS, AND SUCH OBLIGATION SHALL RUN WITH THE LAND SO THAT THE SUCCESSOR OWNERS OF RECORD OF ANY PORTION OF SAID PROPERTY, AND THE HOLDER OR HOLDERS OF CONTRACTS OR AGREEMENTS FOR THE PURCHASE THEREOF, SHALL IN TURN BECOME LIABLE FOR THE PAYMENT OF SUCH CHARGES OR ASSESSMENTS AND PENALTIES WHICH SHALL HAVE BECOME A LIEN THEREON DURING THEIR OWNERSHIP THEREOF.

9. DECLARANT SHALL PAY TO THE ASSOCIATION ALL SAID CHARGES OR ASSESSMENTS LEVIED UPON ANY PORTION OF SAID PROPERTY OWNED BY DECLARANT WHICH IS SUBJECT THERETO, ON THE SAME BASIS AS SUCH CHARGES OR ASSESSMENTS ARE PAID BY OTHER LOT OWNERS IN SAID PROPERTY ON LOTS OR BUILDING SITES IN THE SAME LOCALITY, BUT ONLY UNTIL SUCH PORTION OF SAID PROPERTY IS SOLD OR CONTRACTED TO BE SOLD BY DECLARANT.

10. THE PROCEEDS RECEIVED FROM SUCH CHARGES OR ASSESSMENTS SHALL BE APPLIED BY THE DECLARANT AND AFTER ASSIGNMENT BY THE ASSOCIATION TOWARD THE PAYMENT OF THE COST OF ANY OR ALL OF THE FOLLOWING:

(A) IMPROVING OR MAINTAINING SUCH STREET AND PARKS, INCLUDING ALL GRASS PLOTS AND OTHER PLANTED AREAS NOW EXISTING OR HEREAFTER CREATED UPON SAID PROPERTY, REFERRED TO IN PARAGRAPH 1 OF THIS ARTICLE (EXCEPT THE SOUTHERLY 10 FEET OF LOT 101 AND THE EASTERLY 10 FEET OF LOT 104), AS SHALL BE MAINTAINED FOR PUBLIC USE OR FOR THE GENERAL USE OF THE OWNERS OF LOTS OR BUILDING SITES WITHIN SAID PROPERTY AND THEIR SUCCESSORS IN INTEREST, INSOFAR AS SAID COSTS ARE NOT ADEQUATELY PROVIDED FOR BY MUNICIPAL AUTHORITY;

(B) AT ITS OPTION, CARING FOR VACANT, UNIMPROVED OR UNKEPT LOTS AND PLOTS, REMOVING GRASS AND WEEDS THEREFROM, AND ANY OTHER THINGS NECESSARY OR DESIRABLE TO KEEP SAID PROPERTY NEAT AND IN GOOD ORDER.

(C) SWEEPING, CLEANING, SPRINKLING AND LIGHTING THE STREETS WITHIN OR BORDERING UPON SAID PROPERTY, COLLECTING AND DISPOSING OF STREET SWEEPING THEREFROM ANY RUBBISH, GARBAGE AND THE LIKE, AND PROVIDING COMMUNITY POLICE PROTECTION THEREFOR, BUT ONLY UNTIL SUCH TIME AS SUCH COSTS ARE ADEQUATELY PROVIDED FOR BY MUNICIPAL AUTHORITY;

(D) TAXES AND ASSESSMENTS, IF ANY, WHICH MAY BE LEVIED BY ANY AUTHORITY UPON THE STREETS, PARKS AND PLANTED AREAS NOW OR HEREAFTER OPENED, LAID OUT OR ESTABLISHED;

(E) EXPENSES, IF ANY, INCIDENT TO THE ENFORCEMENT OF THE RESTRICTIONS, CONDITIONS, CHARGES AND AGREEMENTS CONTAINED IN THIS DECLARATION, AND THE COLLECTION OF THE CHARGES OR ASSESSMENTS PROVIDED FOR IN THIS ARTICLE;

(F) OFFICE EXPENSES INCIDENT TO THE CONDUCT OF THE BUSINESS OF THE ASSOCIATION AND ALL LICENSES, FRANCHISE TAXES OR OTHER TAXES OR ASSESSMENT LEVIED AGAINST THE ASSOCIATION.

ARTICLE X

CONSTRUCTION OF CONDITIONS AND RESTRICTIONS

1. THE DETERMINATION BY ANY COURT THAT ANY OF THE PROVISIONS OF THIS DECLARATION ARE UNLAWFUL OR INVALID SHALL NOT AFFECT THE VALIDITY OF THE OTHER PROVISIONS HEREOF.

2. DAMAGES ARE DECLARED NOT TO BE ADEQUATE COMPENSATION FOR ANY BREACH OF THE PROVISIONS OF THIS DECLARATION, DECLARANT CONTEMPLATING THE ENFORCEMENT OF SUCH RESTRICTIONS AS PART OF THE GENERAL PLAN OF IMPROVEMENT, AND NOT DAMAGES FOR THE BREACH OF SUCH RESTRICTIONS.

ARTICLE XI

SCOPE AND DURATION OF CONDITIONS, RESTRICTIONS AND CHARGES

ALL OF THE CONDITIONS, RESTRICTIONS AND CHARGES SET FORTH IN THIS DECLARATION ARE IMPOSED UPON SAID PROPERTY FOR THE DIRECT BENEFIT THEREOF AND OF THE OWNERS THEREOF AS A PART OF A GENERAL PLAN OF DEVELOPMENT, IMPROVEMENT, BUILDING, OCCUPATION AND MAINTENANCE HEREBY; AND SAID CONDITIONS, RESTRICTIONS AND CHARGES SHALL RUN WITH THE LAND AND CONTINUE TO BE IN FULL FORCE AND EFFECT UNTIL JANUARY 1, 1969, AT WHICH TIME SAID CONDITIONS, RESTRICTIONS AND CHARGES SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS (10) UNLESS BY A VOTE OF A MAJORITY OF THE OWNERS OF RECORD OF BUILDING SITES IT IS AGREED TO CHANGE SAID CONDITIONS, RESTRICTIONS AND CHARGES IN WHOLE OR PART BY AN INSTRUMENT IN WRITING, SIGNED BY SAID OWNERS, WHICH SHALL BE ACKNOWLEDGED BY THEM SO AS TO ENTITLE IT TO RECORD AND BE RECORDED IN THE OFFICE OF THE RECORDER OF SAID COUNTY OF LOS ANGELES.

ARTICLE XII

VIOLATION OF CONDITIONS AND RESTRICTIONS

THE RESULT OF EVERY ACT OR OMISSION WHEREBY ANY CONDITION OR RESTRICTION HEREIN CONTAINED IS VIOLATED, IN WHOLE OR IN PART, IS HEREBY DECLARED TO BE AND CONSTITUTES A NUISANCE, AND EVERY REMEDY ALLOWED BY LAW OR EQUITY AGAINST A NUISANCE, EITHER PUBLIC OR PRIVATE, SHALL BE APPLICABLE AGAINST EVERY SUCH RESULT, AND MAY BE EXERCISED BY DECLARANT, THE ASSOCIATION OR THE OWNER OF ANY PORTION OF SAID PROPERTY, OR THEIR SUCCESSORS OR ASSIGNS. HOWEVER, NOTHING CONTAINED IN THIS DECLARATION OR IN ANY FORM OF DEED WHICH MAY BE USED BY DECLARANT OR ITS SUCCESSORS OR ASSIGNS IN SELLING SAID REAL PROPERTY, OR ANY PART THEREOF SHALL BE DEEMED TO VEST RESERVE IN DECLARANT OR THE ASSOCIATION ANY RIGHT OF REVERSION FOR BREACH OR VIOLATION OF ANY ONE OR MORE OF THE PROVISIONS HEREOF, AND ANY SUCH REVERSIONARY RIGHT IS HEREBY EXPRESSLY WAIVED BY DECLARANT.

ARTICLE XIII

RIGHT TO ENFORCE

1. THE PROVISIONS CONTAINED IN THIS DECLARATION SHALL BIND AND INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY DECLARANT, THE ASSOCIATION, OR THE OWNER OR OWNERS OF ANY PORTION OF SAID PROPERTY, OR THEIR AND EACH OF THEIR LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, AND FAILURE TO ENFORCE ANY OF SUCH CONDITIONS, RESTRICTIONS, OR CHARGES HEREIN CONTAINED SHALL IN NO EVENT BE DEEMED TO BE A WAIVER OF THE RIGHT TO DO SO THEREAFTER.

2. IN ANY LEGAL PROCEEDING COMMENCED BY ANYONE ENTITLED TO ENFORCE, OR RESTRAIN A VIOLATION OF THIS DECLARATION, OR ANY PROVISION HEREOF, THE LOSING PARTY OR PARTIES SHALL PAY THE ATTORNEY'S FEES OF THE WINNING PARTY OR PARTIES IN SUCH AMOUNT AS MAY BE FIXED BY THE COURT IN SUCH PROCEEDING.

THIS AMENDED DECLARATION HAS BEEN MADE TO CORRECT, CLARIFY AND REPLACE THAT CERTAIN DECLARATION RECORDED IN BOOK 18615, PAGE 86 OF OFFICIAL RECORDS OF LOS ANGELES COUNTY WHICH SAID RECORDED DECLARATION IS HEREBY CANCELLED, SUPERSEDED AND ABOLISHED.

THIS AMENDED DECLARATION CONSTITUTES THE ONLY DECLARATION OF RESTRICTIONS THAT CONCERNS THE PROPERTY HEREIN DESCRIBED.

THE FOLLOWING NAMED GRANTEES OF CERTAIN PORTIONS OF SAID TRACT 12602 HAVING ACCEPTED THEIR CONVEYANCES SUBJECT TO THE ABOVE REFERRED TO DECLARATION ACCEPT ITS CANCELLATION AND AGREE THAT THEIR PROPERTY SHALL BE BOUND BY THIS AMENDED DECLARATION.

LOT 92

CLAUDE R. WARDELL

CLAUDE R. WARDELL

JESSIE WARDELL

JESSIE WARDELL

LOTS 13 AND 38

ARROW CONSTRUCTION CO., INC.

BY OSCAR G. JOSEPH
PRESIDENT

BY GRAEME JOSEPH
SECRETARY

IN WITNESS WHEREOF, THE SUPERIOR OIL COMPANY, A CALIFORNIA CORPORATION, HAS CAUSED ITS CORPORATE NAME TO BE HEREUNTO SUBSCRIBED BY ITS OFFICERS THEREUNTO DULY AUTHORIZED AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED, THIS 28TH DAY OF AUGUST, 1941.

THE SUPERIOR OIL COMPANY

BY W. M. KECK, JR.
VICE PRESIDENT

BY W. B. JAYRED
ASST. SECRETARY

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

ON THIS 28TH DAY OF AUGUST, 1941, BEFORE ME, _____ THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, RESIDING THEREIN, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED CLAUDE R. WARDELL AND JESSIE WARDELL KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

OLIVER E. MCGILL
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE.

(NOTARIAL SEAL)

STATE OF CALIFORNIA)
) SS:
COUNTY OF LOS ANGELES)

ON THIS 28TH DAY OF AUGUST, 1941, BEFORE ME, _____ CLARA J. TALLISFSON A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED OSCAR G. JOSEPH KNOWN TO ME TO BE THE _____ PRESIDENT, AND GRAEME JOSEPH KNOWN TO ME TO BE THE _____ SECRETARY _____ OF _____ ARROW CONSTRUCTION CO., INC. THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT, KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT, ON BEHALF OF THE CORPORATION HEREIN NAMED, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

CLARA J. TALLISFSON
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE.

(NOTARIAL SEAL)

STATE OF CALIFORNIA)
) SS:
COUNTY OF LOS ANGELES)

ON THIS 28TH DAY OF AUGUST, 1941, BEFORE ME, _____ D. E. EGAN A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, PERSONALLY APPEARED W. M. KECK, JR. KNOWN TO ME TO BE THE VICE PRESIDENT, AND W. B. JAYRED KNOWN TO ME TO BE THE ASSISTANT SECRETARY _____ OF _____ THE SUPERIOR OIL COMPANY THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT, KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT, ON BEHALF OF THE CORPORATION HEREIN NAMED, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

D. E. EGAN
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

(NOTARIAL SEAL)