TRACT NO.
15389

K E N T W O O D

DECLARATION OF PROTECTIVE RESTRICTIONS

THIS DECLARATION MADE THIS 25TH DAY OF NOVEMBER, 1949, BY THE SUPERIOR OIL COMPANY, A CALIFORNIA CORPORATION, HEREINAFTER REFERRED TO AS "DECLARANT",

W I T N E S S E T H

WHEREAS, THE DECLARANT OWNED ALL OF THE PROPERTY IN SECTIONS 24 AND 25, T. 2S., R. 15W., S. B. B. & M. CONVEYED TO DECLARANT BY AND DESCRIBED IN THAT DEED FROM THE INGLEWOOD EXTENSION COMPANY DATED SEPTEMBER 11, 1940, AND RECORDED IN BOOK 18072, PAGE 111, OF THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, STATE OF CALIFORNIA; AND

WHEREAS, THE DECLARANT DETERMINED TO ESTABLISH CERTAIN PORTIONS OF SAID PROPERTY AS A SUBDIVISION TO BE KNOWN AS "KENTWOOD" IN ACCORDANCE WITH A GENERAL PLAN OF PROTECTION, MAINTENANCE, DEVELOPMENT AND IMPROVEMENT; AND

WHEREAS, 14 PORTIONS OF SAID PROPERTY, REFERRED TO AS TRACTS NOS. 11321, 12409, 12602, 12683, 12714, 12719, 13006, 13316, 13563, 13639, 13840, 14245, 14759, AND 15167, HAVE BEEN SO ESTABLISHED AND LOTS THEREIN HAVE BEEN SOLD SUBJECT TO SIMILAR DECLARATIONS WHICH CONFORM WITH THE SAID GENERAL PLAN; AND

WHEREAS, THE DECLARANT IS THE OWNER OF THE REAL PROPERTY DESCRIBED IN ARTICLE I HEREOF, WHICH PROPERTY IS REFERRED TO AS TRACT NO. 15389, AND IS A PORTION OF THE PROPERTY ABOVE DESCRIBED; AND

WHEREAS, IT IS THE DECLARANT'S DESIRE TO NOW ESTABLISH TRACT NO. 15389 AS A PART OF THE SUBDIVISION OF "KENTWOOD" IN ACCORDANCE WITH THE GENERAL PLAN; AND

WHEREAS, THE POWER TO ENFORCE THE CONDITIONS, RESTRICTIONS, RESERVATIONS AND CHARGES HEREINAFTER SET FORTH 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 THE OWNERS OF RECORD BUILDING SITES IN SAID TRACT NO. 15389 AND IN SUCH OTHER TRACTS AS HAVE BEEN OR MAY BE INCLUDED IN "KENTWOOD" BY DECLARANT OR ITS SUCCESSORS AND MADE SUBJECT TO CERTAIN PROVISIONS OF THIS OR A SIMILAR DECLARATION.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT ALL OF THE LOTS, PARCELS AND PORTIONS OF SAID TRACT NO. 15389 SHALL BE HELD, TRANSFERRED, SOLD OR CONVEYED BY DECLARANT OR BY IT CONTRACTED TO BE SOLD, SUBJECT TO THE CONDITIONS, RESTRICTIONS, RESERVATIONS AND CHARGES AS FOLLOWS, EACH OF WHICH IS FOR THE BENEFIT OF SAID PROPERTY AND EVERY PARCEL OF LAND THEREIN, AND SHALL APPLY TO AND BIND THE DECLARANT, ITS SUCCESSORS IN INTEREST, AND THE SUBSEQUENT OWNERS OF EVERY PARCEL OF SAID PROPERTY:

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 NO. 15389 AS SHOWN ON THE MAP RECORDED IN BOOK 358, PAGES 19 TO 22 INCLUSIVE OF MAPS, RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

ARTICLE II

DEFINITION 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 CONTEXT 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 CONTIGUOUS PORTIONS OF ANY TWO OR MORE CONTIGUOUS LOTS (OTHER THAN CORNER LOTS); 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.

ARTICLE III

USES OF PROPERTY

1. NO PART OF SAID PROPERTY SHALL BE USED FOR ANY OTHER THAN RESIDENTIAL PURPOSES.

3. 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 UNREASONABLE QUANTITIES; AND PROVIDED THAT THEY DO NOT BECOME A NUISANCE TO THE OWNERS OF, OR OCCUPANTS OF SAID PROPERTY.

4. 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.

5. 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 residential building may be erected or maintained on any building site of said property except one single-family dwelling with private appurtenance garages and customary outbuildings.

All dwellings shall be one-story in height; except with the consent of the Architectural Committee, provided for in Article VIII of this Declaration dwellings up to two stories in height may be erected and maintained.

2. No trailer, outhouse, garage, shed, tent, or any temporary buildings of any kind shall be erected or 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 necessary or convenient in the development, subdivision or sale 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. Each dwelling shall face the shortest side of the lot upon which it is erected that is contiguous to a street, except with the consent of the Architectural Committee it may face otherwise.

5. No single-family dwelling shall be erected, except on odd and irregular-shaped lots, which shall have a ground-floor area, exclusive of porches and garages, of less than 1,000 square feet, except on Lot Nos. 1 to 20 inclusive said ground-floor area, exclusive of porches and garages, shall not be less than 1,250 square feet.

Provided, however, with the consent of the Architectural Committee, the above square footage may be reduced up to ten percent.

On odd and irregular-shaped lots the square-footage requirement shall be specified by the Architectural Committee.

6. The roof of each dwelling shall be gabled, hipped, or of slope construction with a minimum pitch of a two foot rise in a twelve foot run.

7. No building erected or constructed elsewhere shall be moved onto any lot or building site without the approval of the Architectural Committee hereafter provided for unless the written consent of seventy-five percent (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 is 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 greater height 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 nearer the front lot line than the front line of the dwelling which shall have a greater height than three (3) feet above the finished graded surface of the ground upon which it is located.

ARTICLE VI

SETBACKS

1. No residence building within said tract shall be located nearer than twenty (20) feet to the front lot line.

2. No residence building within said Tract shall be located nearer than ten (10) feet to any side street line.

3. No building within said Tract, except a detached garage or other outbuilding located to the rear of the main building, shall be located nearer than five (5) feet to any side lot line; except with the specific authority of the Architectural Committee, one of the side line setbacks may be reduced to not less than three (3) feet, provided that the sum of the width of the side yards is not less than ten (10) feet and the distance between wall lines of the adjacent buildings is not less than ten (10) feet.

4. On any lot having a frontage of less than 60 feet no garage, even though it is made an integral part of a residence, shall be located nearer to the front line of the lot than the rear line of the residence except with the approval of the Architectural Committee.

On any lot having a frontage of 60 feet or over no garage, even though it is made an integral part of a residence, shall be located nearer than 20 feet to the front lot line.

5. None of the setback lines referred to in this Article shall apply to open porches, eaves, bay windows, steps, chimneys, porte-cocheres, gates or gate posts, 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 setbacks referred to in this Article.

ARTICLE VII

SIGNS

1. No signs or other advertising device of any character shall be erected or maintained upon any part of said property 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 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 or sale of said property; and (C) any sign conforming with Ordinance No. 77000 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 THEREFOR, INCLUDING THE EXTERIOR COLOR SCHEME 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 7 OF ARTICLE IV. 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 ALTERATION, 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, OR BECOME LIABLE FOR, 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, M. L. HOUSEMAN, HAYDEN WORTHINGTON, AND E. B. BRODERSEN.

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 IN 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 FACIA 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 FACIA 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 NO. 15389 AND ALL BUILDING SITES LOCATED WITHIN A TRACT SUBDIVIDED BY DECLARANT OR ITS SUCCESSORS IN INTEREST AND WITHIN EITHER SECTIONS 24 OR 25, T. 2S., R. 15W., S. B. B. & M., CONVEYED TO DECLARANT BY AND DESCRIBED IN THAT CERTAIN DEED FROM THE 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 AND THE LOT OWNERS OF SUCH TRACT ARE, ACCORDING TO THE DECLARATION, 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 SUCH A CHARGE OR ASSESSMENT.

THE KENTWOOD HOME GUARDIANS, A NON-PROFIT CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA ON JUNE 14, 1943, SHALL HAVE THE RIGHT TO PLANT TREES, SHRUBS AND OTHER GROUND COVERING ON SAID PROPERTY, AND SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES. SAID CORPORATION IS HEREINAFTER SOMETIMES REFERRED TO AS "THE ASSOCIATION".

2. THE ANNUAL CHARGE OR ASSESSMENT UPON SAID PROPERTY SUBJECT THERETO SHALL NOT EXCEED IN ANY ONE YEAR 20 CENTS PER FRONT FOOT. FOR THE PURPOSE OF THIS ARTICLE IX EACH LOT, EXCEPT CERTAIN ODD AND IRREGULAR-SHAPED LOTS, IS DEEMED TO HAVE FRONTAGE OF 50 FEET.

DUE TO THE ODD AND IRREGULAR SHAPE OF THE LOTS LISTED BELOW, FOR THE PURPOSES OF ASSESSMENT EACH OF SAID LOTS IS DEEMED TO HAVE FRONTAGE OF 60 FEET:

LOTS 1, 22, 25, 46, 47, 61, 64, 75, 84, 92, 95, 101, 105, 111, 118, 132, 140, 167, 176, 177, 189, 190, AND 193.

3. THE SOLE AUTHORITY TO FIX THE RATE PER FRONT FOOT, OR SQUARE FOOT, OF SUCH CHARGES OR ASSESSMENTS, SUBJECT TO THE FOREGOING LIMITATIONS AS TO THE AMOUNT THEREOF, AND TO EXPEND FOR THE PURPOSES HEREINAFTER SPECIFIED OR PURPOSES INCIDENTAL THERETO THE MONEY RECEIVED IN PAYMENT OF SUCH CHARGES OR ASSESSMENTS, SHALL BE VESTED IN THE KENTWOOD HOME GUARDIANS.

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, 1951, 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 (6) PERCENT 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 DATA OF THE NOTICE OF THE DELINQUENCY UNDER PARAGRAPH 5 HEREOF IS FILED FOR RECORD. SUCH LIEN MAY BE ENFORCED BY THE ASSOCIATION IN THE MANNER PROVIDED BY LAW WITH RESPECT TO A MORTGAGE OR OTHER LIEN ON REAL PROPERTY; 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 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 THE 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 VESTED IN THE ASSOCIATION.

7. THE PURCHASERS OF PORTIONS OF SAID PROPERTY BY THE ACCEPTANCE OF DEEDS THEREFOR, WHETHER FROM DECLARANT OR SUBSEQUENT OWNERS OF SUCH PROPERTY, OR BY THE SIGNING OF CONTRACTS OR AGREEMENTS TO PURCHASE THE 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 THE ASSOCIATION 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 THE ASSOCIATION 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. NO CHARGES OR ASSESSMENTS SHALL BE LEVIED AGAINST UNSOLD LOTS OWNED BY DECLARANT, EXCEPT THAT SUCH LOTS OR BUILDING SITES IN TRACT #5389 RESERVED AND RETAINED BY DECLARANT FOR ITS OWN USE, SHALL BE SUBJECT TO SUCH CHARGES OR ASSESSMENTS AND SHALL BE PAID BY DECLARANT ON THE SAME BASIS AS SAID CHARGES OR ASSESSMENTS ARE PAID BY OTHER LOT OWNERS IN SAID TRACT.

8. THE PROCEEDS RECEIVED FROM SUCH CHARGES OR ASSESSMENTS SHALL BE APPLIED BY THE ASSOCIATION TOWARD THE PAYMENT OF THE COST OF ANY OR ALL OF THE FOLLOWING:

(A) IMPROVING OR MAINTAINING SUCH STREETS 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, 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 SWEEPINGS 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 ASSESSMENTS 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 ANY 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 IMPROVEMENT, DEVELOPMENT, 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, 1975 AT WHICH TIME SAID CONDITIONS, RESTRICTIONS AND CHARGES SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS 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 THE COUNTY OF LOS ANGELES; PROVIDED, HOWEVER, THE PROHIBITION OF PARAGRAPH 2 OF ARTICLE III SHALL BE PERPETUAL UPON ALL PROPERTY FOR THE MUTUAL BENEFIT OF EVERY LOT OR BUILDING SITE THEREIN.

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 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 OR 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 THE 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.

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 AFFIXED AS OF THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

THE SUPERIOR OIL COMPANY

APPROVED AS TO FORM FOR
THE SUPERIOR OIL CO.
E. A. P. ATTORNEY

/S/ BY R. C. WARD
VICE PRESIDENT

(CORPORATE SEAL)

/S/ BY DAVID SCOTT
ASSISTANT SECRETARY

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

ON THIS 30TH DAY OF APRIL, 1947, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED R. C. WARD, KNOWN TO ME TO BE THE VICE PRESIDENT, AND DAVID SCOTT, KNOWN TO ME TO BE THE ASSISTANT SECRETARY OF THE SUPERIOR OIL COMPANY, THE CORPORATION THAT 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.

/S/ E. L. DEVINE
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

(N.P. SEAL O.K.)

MY COMMISSION EXPIRES 6/1/52

ORIGINAL DECLARATION RECORDED 12/30/49 @ 11:45, DOCUMENT NO. 2601