

DECLARATION OF RESTRICTIONS

THIS DECLARATION, made this 2nd day of March, 1939, by FRANCIS LAND COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property situated in the City of Los Angeles, County of Los Angeles, State of California, described as follows, to-wit:

Lots numbered One (1) to One Hundred Thirty-one (131), both numbers inclusive, of TRACT NO. 11556, as per Map recorded December 21, 1938 in Book 212, Pages 47 to 49 inclusive, of Maps, in the office of the County Recorder of said Los Angeles County.

WHEREAS, Declarant, prior to selling said property, desires to subject the same to conditions, restrictions, reservations and charges (referred to herein as "conditions") for the benefit of said property and for the benefit of the present and subsequent owners thereof, and for the better development of said property.

NOW, THEREFORE, FRANCIS LAND COMPANY, a corporation, hereby declares that the property described and referred to above is and shall be held and shall be conveyed subject to the conditions which are designated for the mutual benefit of the owners of the lots in said Tract No. 11556, and shall inure to and pass with each and every lot therein, and which shall apply to and bind the grantor and the grantee, their heirs, executors, administrators and assigns, and are hereby imposed pursuant to a general plan for the improvement of said Tract No. 11556, to-wit:

CLAUSE I.

Declarant contemplates the sale of all lots, except Lots 121 and 122, in said Tract No. 11556, for building sites as hereinafter defined, subject to the conditions set forth herein.

CLAUSE II.

USES OF PROPERTY:

1. That Lots 1 to 120, both numbers inclusive, as shown on the map of said Tract No. 11556, shall be used for single-family residential purposes only.
2. That Lots 121 and 122 are to be used for the purposes indicated on the map of said Tract No. 11556.
3. That Lots 123 to 131, both numbers inclusive, as shown on the map of said Tract No. 11556, are intended for park-like strips for planting purposes. Declarant expressly reserves the right to convey any of said lots, with any of the adjoining residential lots, and any grantee thereof, upon the acceptance of such conveyance

and/or conveyances, does personally obligate himself, his heirs or assigns, to maintain such lots so conveyed in a park-like manner, subject always to the express condition that said Lots 123 to 131, both numbers inclusive, shall not be used for any purposes whatsoever other than the planting of trees and ornamental vegetation to add to the general beautification of said Tract No. 11566.

CLAUSE III.

ARCHITECTURAL CONTROL AND APPROVAL OF PLANS:

That no building, fence, wall or other structure shall be erected, constructed, altered or maintained upon any portion of any building site unless two complete sets of plans and specifications therefor, including the exterior color scheme, together with a block or plot plan indicating the exact location thereof on the building site, shall have been submitted to and approved in writing by an "Architsectural Committee," composed of three individuals appointed by the FRANCIS LAND COMPANY, and a copy of such plans, specifications, color scheme and block or plot plan, as finally approved, deposited for permanent record with the said Committee. Such plans and specifications shall be submitted in writing for approval over the signature of the owner, or over the signature of his duly authorized agent, on a form prepared by and satisfactory to said Committee. The approval of said plans and specifications may be withheld, not only because of their non-compliance with any of the specific conditions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Committee with the grading plan, location of the structure on the building site, the color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed structure, or altered structures, the materials used therein, the kind, pitch, or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee, would render the proposed structure inharmonious or out of keeping with the structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

If, after such plans, specifications, etc. have been approved, the building, fence, wall or other structure shall be altered, erected or maintained on any building site otherwise than as approved by the said Committee, such alteration,

erection and maintenance shall be deemed to have been undertaken without the approval of the said Committee ever having been obtained as required by this condition.

The purchasers of lots, or portions of lots, for building sites in said Tract No. 11556, 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 be personally obligated to pay to the said Committee the sum of FIVE AND NO/100 - (\$5.00) DOLLARS, for the examination, inspection and approval of each set, in duplicate, of plans, specifications, etc., submitted in accordance with the provisions hereof.

Said FRANCIS LAND COMPANY shall not be responsible for structural defects in said plans and/or specifications nor in any building or other structure erected in accordance with said plans or specifications.

After the expiration of one year from the date of the commencement of construction in accordance with the issuance of a building permit by Municipal or other governmental authority for any structure, work, improvement or alteration, the said structure, work, improvement or alteration shall, in favor of purchasers and incumbrancers in good faith and for value, be deemed to be in compliance with the provisions hereof, unless actual notice executed by the Committee, of such non-completion and/or non-compliance, 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 compliance and/or reversion of title.

After January 1, 1949, the FRANCIS LAND COMPANY may assign and transfer all of its rights and powers of architectural control to a Committee, Corporation or Association, now organized, or which may hereafter be organized, and which shall assume the duties of FRANCIS LAND COMPANY hereunder pertaining to the particular rights and powers and reservations assigned, and, upon any such Committee, Corporation or Association evidencing its consent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the obligations and duties as are given to the FRANCIS LAND COMPANY herein.

CLAUSE IV.

BUILDING SITES:

A building site shall be either a lot, as shown on the map of said Tract No.

11556, hereinabove referred to, or a parcel consisting of a portion of any lot (other than a corner lot) or portions of 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, has a principal frontage of not less than fifty (50) feet, nor shall any building site be thereby reduced to a less area than five thousand (5,000) square feet.

CLAUSE V.

CHARACTER OF BUILDINGS:

1. That no building or structure shall be erected or maintained on any residential lot other than one single-family dwelling not to exceed two stories in height, and a private garage which may or may not be incorporated in and form a part of the residence building.

2. That no residence building shall be erected or maintained on any building site which, including a reasonable architect's fee, as well as a reasonable profit to the builder, shall cost or be of less value at the time of erection than FOUR THOUSAND AND NO/100 (\$4,000.00) DOLLARS, and the ground floor square foot area thereof shall not be less than one thousand two hundred (1,200) square feet in the case of a one-story structure, nor less than one thousand (1,000) square feet in the case of a one and one-half or two-story structure.

3. That all buildings erected or maintained on any building site shall have full pitched roofs at the ratio of not less than three inches (3") to twelve inches (12") run.

4. That no building, any part of which is designed for dwelling purposes, shall be in any manner occupied while in the course of original construction, or until made to comply with all requirements as to cost, and with all other conditions set forth or herein referred to, or in any further restriction established and applicable thereto. The work of construction of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until the same shall be fully completed. Every building, fence, wall or other structure erected or maintained on any part of any building site shall be constructed from new material, and all exterior woodwork shall be immediately painted or stained. No building constructed elsewhere shall be moved to, placed or maintained on any building site. No tent, shack, barn or other

similar outbuilding shall be erected or maintained on any building site, nor shall any trailer, basement, tent, shack, barn, garage, or other similar outbuilding be used at any time as a residence, either temporary or permanently, nor shall any residence of a temporary character be permitted on any building site.

CLAUSE VI.

REQUIRED PRINCIPAL FRONTAGE AS TO CERTAIN STREETS:

1. That any residence buildings erected or maintained on Lots 70 to 75, both numbers inclusive, shall face and front on Haddington Drive, and that any such residence buildings and outbuildings shall present a pleasing appearance from the front of Lots 76 to 79, both numbers inclusive, substantially in conformity to the fronts of such buildings so constructed, and that all driveways and approaches to garages on Lots 70 to 75, both numbers inclusive, shall be from Haddington Drive, and no driveways or approaches to garages on said Lots 70 to 75, both numbers inclusive, shall be from Ivy Glen Way.

2. That any residence buildings erected or maintained on Lots 82 to 92, both numbers inclusive, shall face and front on Northvale Road, and that any such residence buildings and outbuildings shall present a pleasing appearance from the proposed Exposition Boulevard, substantially in conformity to the front of such residence buildings so constructed.

3. That any residence buildings erected or maintained on Lots 113 and 114 shall face and front on Walavista Road, and that such residence buildings and outbuildings shall present a pleasing appearance from the proposed Exposition Boulevard.

4. That any residence building erected or maintained on Lot 120 shall face and front Northeast on Old Motor Avenue and that such residence building and outbuildings shall present a pleasing appearance from the proposed Exposition Boulevard, substantially in conformity to the front of such building and outbuildings so constructed.

5. That any residence buildings to be erected and maintained on: Lots 1 and 27, shall face and front on Gilmerton Avenue; Lot 7 shall face and front on Manning Avenue; Lots 8 and 103 shall face and front on Northvale Road; Lots 27 and 60 shall face and front on Haddington Drive; Lots 104 and 119 shall face and front on Walavista Road.

CLAUSE VII.

SETBACKS AS TO BUILDINGS - FREESPACES:

1. That no residence buildings or outbuildings shall be erected or maintained on any of Lots 10 to 15, both numbers inclusive; Lots 21 to 32, both numbers inclusive; Lots 44 to 49, both numbers inclusive; Lots 58, 59, 85 and 86; Lots 94 to 99, both numbers inclusive; Lots 114 to 117, both numbers inclusive, nearer than twenty-five (25) feet to nor farther than thirty-five (35) feet from the front lot line, nor nearer than five (5) feet to any side lot line. This side line restriction shall not apply to a garage located on the rear one-quarter of a lot.

2. That no residence buildings or outbuildings shall be erected or maintained on any of Lots 1 to 9, both numbers inclusive; Lots 16, 20, 33, 34, 43, 50 and 51; Lots 60 to 74, both numbers inclusive; Lots 79 and 84; Lots 87 to 93, both numbers inclusive; Lots 100 to 113, both numbers inclusive; and Lot 118, nearer than twenty (20) feet to nor farther than thirty (30) feet from the front lot line, nor nearer than five (5) feet to any side lot line. This side line restriction shall not apply to a garage located on the rear one-quarter of a lot.

3. That no residence building or outbuildings shall be erected or maintained on Lot 75 nearer than twenty (20) feet to nor farther than thirty (30) feet from the front lot line, nor nearer than five (5) feet to any side lot line. This side line restriction shall not apply to a garage located on the rear one-quarter of said lot, EXCEPT that no structure shall be permitted nearer than five (5) feet to the side street line.

4. That no residence buildings or outbuildings shall be erected or maintained on any of Lots 17 and 19; 35 to 39, both numbers inclusive; Lots 41, 42, 52, 76, 80, 83 and 119, nearer than fifteen (15) feet to nor farther than twenty-five (25) feet from the front lot line, nor nearer than five (5) feet to any side lot line. This side line restriction shall not apply to a garage located on the rear one-quarter of a lot.

5. That no residence building or outbuildings shall be erected or maintained on Lot 81 nearer than fifteen (15) feet to nor farther than twenty-five (25) feet from the front lot line, nor nearer than fifteen (15) feet to the side street line, nor nearer than five (5) feet to any other side lot line of the said building site. This side line restriction shall not apply to a garage located on the rear one-quarter of said lot.

6. That no residence buildings or outbuildings shall be erected or maintained on any of Lots 53 to 57, both numbers inclusive; Lots 77 and 82, nearer than ten (10) feet to, nor farther than twenty (20) feet from the front lot line, nor nearer than five (5) feet to any side lot line. This side line restriction shall not apply to a garage located on the rear one-quarter of a lot.

7. That no residence buildings shall be erected or maintained on Lot 18 or Lot 40, nearer than ten (10) feet to nor farther than twenty (20) feet from the front lot line, nor nearer than five (5) feet to any side lot line, EXCEPT that no residence building shall be permitted nearer than ten (10) feet to the side street line. (See paragraphs 9 and 11 of this Clause VII. for garage and outhouse setbacks).

8. That no residence building or outbuildings shall be erected or maintained on Lot 76 nearer than five (5) feet to nor farther than fifteen (15) feet from the front lot line, nor nearer than five (5) feet to any other lot line. The side line restriction shall not apply to a garage located on the rear one-quarter of said lot.

9. That no garage or outhouse of any kind shall be erected or maintained on Lot 18 nearer than twenty (20) feet to the front lot line, nor nearer than twenty (20) feet to the side street line of the said building site.

10. That no garage or outhouse of any kind shall be erected or maintained on Lot 19 nearer than twenty-five (25) feet to the front lot line of the said building site.

11. That no garage or outhouse of any kind shall be erected or maintained on Lot 40 nearer than twenty (20) feet to the front lot line, nor nearer than twenty (20) feet to the side street line of the said building site.

12. That no garage or outhouse of any kind shall be erected or maintained on Lot 81 nearer than fifteen (15) feet to the front lot line, nor nearer than fifteen (15) feet to the side street line of the said building site.

13. That detached garages and outhouses of any kind erected or maintained on any building site which has only one street frontage shall have a setback of not less than fifty (50) feet from the front lot line, EXCEPT that with the written consent and approval of the Architectural Committee, a garage may be erected or maintained within the said setback area on certain lots as follows: (a) That no

garage shall be erected or maintained on Lot 64 nearer than fifteen (15) feet to the front lot line of the said building site; (b) That no garages shall be erected or maintained on Lots 13 and 14; 65 to 76, both numbers inclusive; 78 to 80, both numbers inclusive; 104 to 111, both numbers inclusive, nearer than ten (10) feet to the front lot line of the said building sites.

14. That no garages shall be erected or maintained on Lots 70 to 75, both numbers inclusive, nearer than fifteen (15) feet to the rear lot line of the said building sites.

CLAUSE VIII.

ALTERNATIVE SIDE LINE SETBACKS AS TO BUILDINGS:

That no building shall be located nearer than five (5) feet to any side lot line, EXCEPT with 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. This side line restriction shall not apply to a garage located on the rear one-quarter of a lot.

CLAUSE IX.

EASEMENTS AND RIGHTS-OF-WAY:

Easements and rights-of-way are hereby specifically reserved to Declarant, its successors and assigns, for the erection, construction, operation and maintenance of:

- (a) Poles, wires and conduits for lighting, heating, power, telephone and other purposes and for the necessary attachments in connection therewith; and
- (b) Any other method of conducting and performing any public or quasi-public utility service or function beneath the surface of the ground.
- (c) Such easements and rights-of-way are hereby specifically reserved on:

All those portions of said Tract No. 11586, described as follows:

All those portions of Lots 58 to 64, both numbers inclusive, and Lot 123 lying five (5) feet on each side of the following described center line: Beginning at the most Easterly corner of Lot 59, thence South 50° 40' 30" West 195.61 feet measured along the Southeasterly line of Lot 59, thence North 50° 06' 53" West 81.28 feet measured along the Southwesterly line of Lots 58 and 59 to a point.

All those portions of Lots 58, 64 to 69, both numbers inclusive; 76 to 81, both numbers inclusive, lying within a strip five (5) feet in width Easterly of and adjacent to the following described line: Beginning

at the most Northerly corner of Lot 58, thence South 34° 37' 30" West 979.38 feet measured along the Westerly line of said Tract No. 11556, to the most Westerly corner of Lot 51.

All those portions of Lots 63 and 64 lying one (1) foot on each side of the following described line: Beginning at the most Westerly corner of Lot 63, thence South 39° 58' 42" East, twenty-five (25) feet measured along the Southwesterly line of Lot 63.

All that portion of Lot 76, bounded and described as follows: Beginning at a point in the Northeasterly line of Lot 76, distant thereon South 55° 22' 30" East five (5) feet from the most Northerly corner of Lot 76, thence South 55° 22' 30" East 8.18 feet to a point; thence South 9° 52' 50" West 8.81 feet to a point; thence North 55° 22' 30" West 9.87 feet to a point; thence North 34° 37' 30" East eight (8) feet to the point of beginning.

All those portions of Lots 27 to 39, both numbers inclusive; 41 to 57, both numbers inclusive; 124 and 125 lying five (5) feet on each side of the following described line: Beginning at the Northeasterly corner of Lot 41, thence North 37° 36' 00" West one hundred twenty (120) feet to the Northeasterly corner of Lot 43; thence North 7° 58' 00" East two hundred sixty-two (262) feet to the Northeasterly corner of Lot 49; thence North 40° 58' 00" East one hundred twenty-nine (129) feet to the most Easterly corner of Lot 52; thence North 57° 28' 00" East two hundred nine (209) feet to the Northeasterly corner of Lot 29; thence North 42° 20' 00" East ninety-five (95) feet more or less to a point in the Southerly line of Manning Avenue, eighty (80) feet wide.

All those portions of Lots 43 and 44 lying one (1) foot on each side of the following described line: Beginning at the Southeasterly corner of Lot 44, thence South 69° 18' 18" West twenty-five (25) feet measured along the Southerly line of Lot 44.

All those portions of Lots 49 and 50 lying one (1) foot on each side of the following described line: Beginning at the Southeasterly corner of Lot 50, thence North 62° 03' 35" West twenty-five (25) feet measured along the Southerly line of Lot 50.

All those portions of Lots 52 and 53 lying one (1) foot on each side of the following described line: Beginning at the most Southerly corner of Lot 53, thence North 40° 56' 14" West twenty-five (25) feet measured along the Southwesterly line of Lot 53.

All those portions of Lots 28 and 29 lying one (1) foot on each side of the following described line: Beginning at the most Westerly corner of Lot 29, thence South 35° 31' 58" East twenty-five (25) feet measured along the Southwesterly line of Lot 28.

All those portions of Lots 2, 3; 12 to 17, both numbers inclusive; 19 to 26, both numbers inclusive, lying five (5) feet on each side of and parallel with the following described line: Beginning at the most Northerly corner of Lot 3, thence South 34° 35' 40" West 157.3 feet to the most Westerly corner of Lot 3, thence South 60° 07' 50" West 214.63 feet to the most Easterly corner of Lot 21, thence South 40° 33' 50" West 147.39 feet to the Southeasterly corner of Lot 19.

All those portions of Lots 22 and 21, lying one (1) foot on each side of the following described line: Beginning at the most Southerly corner of Lot 22, thence North 47° 02' 51" West twenty-five (25) feet measured along the Southwesterly line of Lot 22.

That portion of Lot 25 lying one (1) foot on each side of the following described line: Beginning at the Southwesterly corner of Lot 3, thence North 42° 39' West twenty-five (25) feet to a point.

All those portions of Lots 3 to 12, both numbers inclusive; 127 and 128 lying five (5) feet on each side of the following described line:

Beginning at the most Westerly corner of Lot 3, thence South 69° 29' 00" East 295.75 feet to the Southeast corner of Lot 127.

All those portions of Lots 2 and 26 lying five (5) feet on each side of the following described line: Beginning at the most Southerly corner of Lot 2, thence North 41° 41' 26" West 51.47 feet to the most Westerly corner of Lot 2.

All those portions of Lots 92 to 113, both numbers inclusive; 129 and 130 lying five (5) feet on each side of the following described line: Beginning at the Southwesterly corner of Lot 113, thence North 20° 34' 50" East seventy (70) feet to the Northwesterly corner of Lot 113; thence North 49° 24' 00" East 380.87 feet to the most Easterly corner of Lot 98; thence North 75° 29' 00" East 122.27 feet to the most Northerly corner of Lot 106; thence South 69° 29' 00" East ninety-nine (99) feet more or less to a point in the Westerly line of Motor Avenue, eighty (80) feet in width.

All those portions of Lots 92 and 93 lying one (1) foot on each side of the following described line: Beginning at the Southwesterly corner of Lot 93, thence North 19° 57' 03" West twenty-five (25) feet measured along the Westerly line of Lot 93.

All those portions of Lots 98 and 99 lying one (1) foot on each side of the following described line: Beginning at the Southwesterly corner of Lot 99, thence North 33° 20' 07" West twenty-five (25) feet measured along the Westerly line of Lot 99.

All those portions of Lots 101 and 102 lying one (1) foot on each side of the following described line: Beginning at the Southwesterly corner of Lot 102, thence North 0° 49' 40" East twenty-five (25) feet measured along the Westerly line of Lot 102.

All those portions of Lots 114 to 120, both numbers inclusive, and Lot 131 lying five (5) feet on each side of the following described line: Beginning at the Southeasterly corner of Lot 114, thence North 33° 54' 00" East two hundred twenty-two (222) feet to the most Easterly corner of Lot 118; thence North 56° 09' 10" East 66.28 feet to a point in the Easterly line of Lot 131.

All those portions of Lots 118 and 119 lying one (1) foot on each side of the following described line: Beginning at the most Easterly corner of Lot 118, thence North 27° 16' 07" West twenty-five (25) feet measured along the Northeasterly line of Lot 118.

CLAUSE X.

FENCES:

That no fence, boundary wall or hedge whatsoever shall be erected or maintained within the setback area of any building site as to any street, having a height greater than four and one-half (4½) feet above the finished graded surface of the ground upon which such fence, boundary wall or hedge is situated, however, a fence, boundary wall or hedge having a height not greater than six (6) feet may be erected or maintained on the remaining portion of such building site.

CLAUSE XI.

SIGNS:

That no signs other than one "For Sale" or "For Rent" sign, and no such sign

larger than eighteen (18) inches by twenty-four (24) inches, shall be erected or maintained on any lot in said Tract No. 11556.

CLAUSE XII.

PROHIBITION OF NUISANCES:

1. That no poultry, pigeons, rabbits, horses, cattle, hogs or similar livestock shall be raised, kept or permitted on any of the lots in said Tract No. 11556, nor shall any dogs, cats, live poultry, pigeons, rabbits or similar livestock be bred or raised on any of the lots in said tract, for commercial purposes, nor shall any noxious thing, noxious activity or noxious use of said property whatsoever be permitted, carried on or maintained thereon.

2. That no derrick or other structure designed for use in boring for water, oil, or natural gas, shall be erected, placed or maintained on any of the lots in said Tract No. 11556, nor shall any water, oil, natural gas, petroleum, asphaltum or hydrocarbon products or substances be produced or extracted therefrom, nor shall any person, firm or corporation, drill, bore, or attempt to drill or bore for water, oil, or natural gas, petroleum, asphaltum or hydrocarbon products upon any of the lots in said tract.

CLAUSE XIII.

LIQUOR RESTRICTION:

That none of said lots in said Tract No. 11556 shall ever at any time be used for the purpose of buying, selling, handling or manufacturing intoxicating liquors.

CLAUSE XIV.

RACE RESTRICTION:

That said Tract No. 11556, or any lot or portion thereof, shall not, nor shall any interest therein, at any time, be used or be occupied by any person or persons whose blood is not entirely that of the caucasian race, but persons not of the caucasian race may be kept thereon by such a caucasian occupant strictly in the capacity of servants of such caucasian occupant.

CLAUSE XV.

EXPIRATION AND VIOLATION OF CONDITIONS AND RESTRICTIONS:

That each and all of the conditions contained in Clauses I. to XII., both numbers inclusive, shall in all respects terminate and end and be of no further effect, either legal or equitable, after January 1, 1969, and that the conditions

contained in Clauses XIII. and XIV. shall be perpetual and binding forever upon said Tract No. 11556.

The breach of any of the foregoing conditions hereby imposed upon said Tract No. 11556, shall cause the property upon or as to which such breach exists, together with the appurtenances thereto belonging, to be forfeited to and revert to the Declarant, its successors and assigns, each of whom shall have the right to immediate entry upon said property in the event of such a breach. But the breach of the foregoing condition, or any re-entry by reason of such breach shall not defeat nor affect the lien of any Mortgage or Deed of Trust made in good faith for value, upon said property; provided, however, that the breach of said condition may be enjoined, abated, or remedied by appropriate proceedings, notwithstanding the lien or existence of such Deed of Trust or Mortgage; but nevertheless the foregoing condition shall remain at all times in full force and effect as against and shall be binding upon, and shall be part of the estate acquired by any one, and the successors and assigns of any one acquiring title under or through any such Deed of Trust or Mortgage, and a forfeiture and re-entry may be enforced following any breach by them or any of them. Provided, further, that if there is a violation or any attempted violation of any of the conditions herein contained, before January 1, 1989, it shall be lawful for any person or persons owning any lot or lots in said Tract No. 11556 to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such condition, and either to prevent him or them from so doing or to recover damages or other dues for such violation. No delay or omission on the part of the Declarant, its successors and assigns, in exercising any right or power in the event of a breach of any of the foregoing conditions, shall be construed as a waiver thereof or acquiescence therein, but any breach of conditions occurring shall be construed as continuous in character, and the Declarant, its successors and assigns, at any time during the continuance thereof, or upon the occurrence of any subsequent event or breach of conditions, may exercise its every right or power.

CLAUSE XVI.

That if any paragraph, section, sentence, clause or phrase of the conditions herein contained shall be or become illegal, null or void for any reason, or shall

be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained shall not be affected thereby. It is hereby declared that the conditions herein contained, and each paragraph, section, sentence, clause or phrase thereof, would have been and are imposed, irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases, are or shall be or shall become or be held illegal, null or void.

IN WITNESS WHEREOF, FRANCIS LAND COMPANY, a corporation, has caused its corporate name to be hereunto subscribed by its officers thereunto duly authorized the day and year first above written.



FRANCIS LAND COMPANY
By David V. Carson President
and Fred Drew Secretary

RRL:ART

State of California)
)ss.
County of Los Angeles)

On this -2- day of March, 1939, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared David V. Carson known to me to be the _____ President, and Fred Drew, known to me to be the _____ Secretary of the FRANCIS LAND COMPANY, the corporation that executed the within instrument, and known to me to be the persons who executed the ~~x~~ within instrument on behalf of the corporation therein 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.



Mima C. Newman
Notary Public in and for the County
of Los Angeles, State of California

My Commission Expires March 30, 1942