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Order: ccr
Comment:
Thursday, October 24, 2019 07:41 AM

State	County	Type	Document Information	Print Description
CA	Los Angeles	Document - Year.	2003.3798708	Complete 15 Page(s)

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03 3798708

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LOS ANGELES COUNTY
CALIFORNIA
DEC 17 2003
AT 8 A.M.

TITLE(S) :

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FEE $46 RR
DAF $ 2.
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Assessor's Identification Number (AIN)
To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

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12/17/03

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RECORDING REQUEST BY:
CHICAGO TITLE COMPANY
SUBDIVISION DEPT.

03 3798708

WHEN RECORDED MAIL TO:

PAUL LAWSON
5535 E. EVERGREEN BLVD, SUITE 7305
VANCOUVER, WA. 98661

DECLARATION AND ESTABLISHMENT OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR ACTON RIDGEVIEW ESTATES

3100457D-VM

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PREAMBLE

The intent and purpose of this document is to preserve the inherent natural beauty of our area and to foster in the development of **Acton Ridgeview Estates** the blending of nature's attributes with the desire for a better place to live.

The quality of the development is dependent on the people and their attitudes toward the community in which they live. The covenants contained in this declaration are directed towards the goal of creating a fine residential community and creating an environment in which people will be proud to buy a home. The administration and enforcement of these covenants will be the responsibility of **PAUL LAWSON** ("Declarant") and his successors and assigns. Architectural control will be the responsibility of the Architectural and Planning Board appointed by Declarant, which will control construction of the homes proposed with the development for the mutual benefit of all lot owners.

DECLARATION AND ESTABLISHMENT OF PROTECTIVE COVENANTS AND RESTRICTIONS

ACTON RIDGEVIEW ESTATES

THIS DECLARATION is made on December 10, 2003, by **PAUL LAWSON** ("Declarant").

WHEREAS, Declarant owns certain real property described in Article 1 of this Declaration; and

WHEREAS, Declarant intends by this Declaration to establish restrictions, limitations, and covenants that run with the land and will be binding on all parties (and their successors) having or acquiring any right, title, or interest in the real property described in Article 1; and

WHEREAS, it is the desire and intention of Declarant to sell the property described in Article 1 and to impose on it mutual, beneficial restrictions under a general plan or scheme of improvement for the benefit of all the real property described in Article 1 and the future owners of that real property;

NOW, THEREFORE, Declarant declares that all of the property described in Article 1 is held and will be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, covenants, and reservations, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, use, and sale of the property, and are established and agreed on for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property and every part of it. All of the limitations, restrictions, and covenants will run with the land and will be binding on all parties having or acquiring any right, title, or interest in the property described in Article 1 or any part thereof, and will inure to the benefit of all of the property described in Article 1 and the future owners of that property. Each grantee of a conveyance or purchaser under a contract or agreement of sale covering any right, title, or interest in the real property described in Article 1, by accepting a deed or a contract of sale or agreement of purchase, accepts the document subject to, and agrees to be bound by, any and all of the restrictions, covenants, and limitations set forth in this Declaration. The Declarant may exempt itself from the restrictions as it deems necessary or proper in connection with the conduct of its operation for the development, improvement, subdivision or sale of the property.

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ARTICLE 1. PROPERTY SUBJECT TO DECLARATION

1.01. The property subject to this Declaration is known as **ACTON RIDGEVIEW ESTATES,** and is more particularly described as

LOTS 1 TO 20 INCLUSIVE OF TRACT NO. 44443, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1209 PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ARTICLE 2. DEFINITIONS

2.01. (a) "Lot" means one of the numbered parcels of real property on the map referred to in Article 1.

(b) "The property" means the property described in Article 1 or any portion of that property.

(c) "Map" means the recorded map referred to in Article 1.

(d) "Setback" means the minimum distance between the residence or other structure referred to and a given street or line.

(e) ("Building limits" means the area defined by the setback from the street and side lot lines and a building limit line across the rear of the lots.

(f) "Street" means any street, highway, or other thoroughfare shown on the Map of the property, whether designated on the Map as street, avenue, boulevard, place, drive, road, terrace, way, lane, circle, or otherwise.

(g) "Building site" means a single lot as shown on the Map of the property or a parcel consisting of contiguous portions of any two or more contiguous lots, or all of one lot and parts of one or more lots adjacent thereto, unless the context and circumstances otherwise require; any building site, however, is subject to the prior written approval of the Architectural and Planning Board.

ARTICLE 3. BASIC RESTRICTIONS

Use of Property

3.01. No building may be erected, constructed, altered, or maintained on any of the lots other than a single family residence (including guests and household servants) with customary and suitable outbuilding as permitted by law and the Architectural and Planning Board ("Board").

Location of Structures

3.02. Construction of any and every nature must be confined to and take place only within the building limits of each building site. The location and design of swimming pools, covered gazebos, and other outbuildings, as well as the main structures on each of the building sites must be approved in writing by the Board before any construction or preparation for construction on any building site.

Resubdivision of Lots

3.03. None of the above-described lots may be resubdivided or split into lots of a lesser size than the size of the original lot without the prior written consent of the Declarant.

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Height Limitations

3.04. No structures may be placed or landscape materials allowed to grow on any of the lots in a manner that substantially impairs the view from adjacent lots. The term "structures" includes fences. Trees shall not be allowed to grow taller than the highest roofline of the house in areas of the lot that would block the view from other house pads.

Changing Grades, Slopes, and Drainage

3.05. No change in the established grade or elevation of the lots, and no change in the established slope or ratio of the cuts and fills, which alters established drainage patterns will be permitted without the prior written consent of the Board and without the prior written approval of the Los Angeles County Building Department. For the purpose of this Declaration, established drainage patterns are defined as the drainage patterns existing at the time the grading of the property was completed in conformity with the county-approved grading plan. No drainage will be allowed to drain over any banks.

Declarant reserves the right to make any and all cuts and fills on the property and on the building sites included on the property, and to do such grading as in its judgment may be necessary to grade streets and lots designated or delineated on the Map of the property or any part thereof.

Each of the owners of the lots covenants to permit free access by Declarant and owners of adjacent lots to slopes or drainage ways located on his or her property when access is required for the maintenance or permanent stabilization of the slopes, maintenance of the drainage facilities, or protection and use of property other than the lot on which the slope or drainage way is located.

Wells, Derricks, Mines and Home Businesses

3.06. No wells for the production of, or from which there is produced, water, oil, or gas may be operated on any lot, nor may any machinery, appliance, or structure be placed, operated, or maintained on any lot for use in connection with any trading, manufacturing, or repairing business. No mining or quarrying operations of any kind will be permitted on or in any lot, nor will oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any lot. Home businesses conducted in conformance of Acton Community Standards are permitted.

Nuisance and Nonconformity

3.07. (a) Nuisance. No noxious or offensive trade or activity may be carried on the property, nor may anything be done on the property that may be or may become an annoyance or nuisance to the owners or occupants of the property, including but not limited to storage of any materials that might create an insect pest control problem, or the ill-maintenance of any plant or landscape materials.

(b) Livestock. Dogs, cats, or other common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes or in unreasonable quantities, and provided that they do not become a nuisance to the owners or occupants of the adjacent property. Any fenced animal runs or pens shall be located in the rear yard of any such lot and no closer than 10 feet to any lot line except with the express written consent of the adjacent property owner. Pets must be kept within lot areas or on leash or tether when out of lot areas. Horses are only allowed on Lots 1, 2, 4, 5, 8, 10, 11, 12, 13, 16, 17, 18, 19 and no closer than 60 feet to a house on adjacent property. Maximum of two horses allowed. All animals upon a lot shall be appropriately fenced or leash so that the animal cannot wander within 5 feet of any property line unless owner of adjacent property gives written permission. Dogs that bark repeatedly for more than two (2) minutes continuously in a twelve (12) hour period shall be kept indoors.

(c) Temporary Structures. No tents, shacks, trailers, basement, garage, or outbuildings may at any time be used on any lot as a residence, either temporarily or permanently, nor may any residence of a temporary character be constructed, placed, or erected on any lot. Visiting guests may live/stay in their Recreational Vehicle up to one (1) week at a time, but no more than 30 days total in a calendar year.

(d) Signs. No signs of any kind or other advertising device of any character for any purpose or use whatsoever, may be erected, posted, pasted, painted, displayed, or maintained on the property, except that on any one lot or building site one sign not larger than 24 x 36 inches advertising the property for sale or lease, and maintained; and further excepted that Declarant or its agents may erect and maintain on the property signs and other advertising devices it deems necessary or proper in connection with the conduct of its operations for the development, improvement, subdivision, or sale of the property. Political signs are exempt thirty (30) days before election.

(e) Poles, Masts, and Antennas. No poles, (except flagpoles), masts, or antennas of any type, size, or height may be constructed on any lot, except in the rear yard. The height may not exceed sixteen (16) feet.

(f) Upkeep of Real Property. Each lot owner covenants to keep, maintain, water, plant, and replant all areas, slopes, banks, rights of way, and setback areas located on that owner's lot so as to prevent erosion and to present an attractive, clean, sightly, and wholesome appearance at all times.

(g) Vending of Liquor or Beverages. No liquor or alcoholic beverages of any kind may be sold on the property.

(h) Drying Yards. No utility area or drying yard may be constructed or maintained on the property unless a plan for it is first submitted to the Board and the Board then issues a written determination that the plan appropriately provides for screening of the area or yard from exterior view.

(i) Storage of Materials, Junk, Trash, and Manure. The storage of or accumulation of junk, trash, manure, or other offensive or noxious materials is specifically prohibited. No burning will be permitted except in fireplaces or barbecues.

(j) Trash. Trash cans and other rubbish containers shall not be allowed to be visible from any portion of any of the streets except during the days on which rubbish is collected for a period not to exceed 12 hours before and 12 hours after scheduled collection hours. Owners will have commercial collection of trash, rubbish, garbage, debris and other waste materials once a week.

(k) Storage of Cars, Trailer, Campers, Boats, etc. No house trailer, living trailer, self-propelled vehicle (except a motor vehicle), boat, or boat trailer of any type may be parked on any street or in the front yard of the Lot for more than 72 hours. Motor vehicles may not be parked longer than 72 hours outside of a garage or on any building site where visible from the street. No painting, repairing, or mechanical work, other than customary maintenance work and minor emergency repairs, may be done on any building site except in enclosed areas, which areas must be sufficiently screened from the street and adjacent lots to eliminate any possibility of a nuisance being created by the storage of such items or activities involving such items.

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(l) Use of Garages. No dwelling may be constructed or maintained on a building site without an attached garage large enough to contain three standard sized automobiles, which garage must be used to park the automobiles belonging to the owner or occupants of the building site, and for other purposes not incompatible with that use. Automobiles are to be kept in the garage when not in daily use. The doors of a garage facing the street or streets adjacent to the building site on which the garage is located must be kept closed at night, except when an automobile is entering or exiting to or from the garage.

(m) Solar Systems. All solar system collector units shall be integrated into the design of the dwelling in which each is installed and shall be approved by the Board which shall have the right reasonably to restrict the nature and the size, shape, color, style, materials or location of any such panels or equipment on any Lot, subject to the provisions of Section 714 of the California Civil Code.

(n) Leasing. No Owner shall be permitted to rent or lease his Lot for transient or hotel purposes or for a period of less than 30 days, and no Owner may rent or lease less than the entire Lot. Each rental and lease agreement shall be in writing and shall provide that the terms of such agreement shall be subject in all respects to the provisions of this Declaration, and that any failure by the tenant or lessee to comply with the terms hereof shall constitute a default under such agreement. Owner shall remain responsible for enforcement of all provisions of the Declaration.

Diligence in Construction

3.08. The work of constructing and erecting any building or structure must be prosecuted diligently and continuously from the start thereof until it is completed. No outbuildings may be completed before the completion of the building, except that temporary office and storage buildings may be erected for workers engaged in building a dwelling on the property. Any temporary buildings must be removed as soon as the dwelling is completed. All structures must be suitably painted, colored, or stained immediately on construction as per plans and specifications. The construction schedule must be submitted as a part of the plans and specifications and are subject to the approval of the Board.

Trees and Shrubs

3.09.Declarant reserves the right to enter on any of the lots at any time to inspect and control the plants, trees, and seed thereon and also to inspect for and control insect pests. This right will be exercised as follows: If, after notice to an owner from Declarant of the existence of infected plants, tree diseases, or insect pests, the owner fails or neglects to take measures for the eradication or control of same as Declarant may deem necessary for the protection of the community, Declarant may enter thereon and, at the expense of the owner thereof, destroy or remove infected or diseased plants and/or trees, and/or spray the same, and/or take other measures as may be deemed necessary in the opinion of Declarant to protect the community from the spread of such infection and/or pests. Declarant, or any officer or agent of Declarant, will not be deemed guilty of any manner of trespass for entry pursuant to this paragraph.

ARTICLE 4. ARCHITECTURAL STANDARDS AND CONTROLS

Subdivision Standards

4.01 These restrictions have neither the intent nor the purpose to in any way affect the subdivision standards that are set up by the County of Los Angeles. Declarant and Declarant's agents as subdividers have the sole responsibility of developing the planning, engineering, and execution of the subdivision and development of the property before land sales. It will be their responsibility to coordinate and meet the County requirements for the subdivision. The foregoing notwithstanding, Declarant shall not be held responsible for improvements placed on the subdivision lots by purchasers except those in conformity with this Declaration.

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Setbacks ***(SEE ATTACHED EXHIBIT A)***

4.02. The front, side and rear setbacks must conform to County requirements per the grading plan approved by the County relating to the property.

Location on Lots

4.03. The location of the structure or structures on the building site and the landscaping must bear an overall relation to the adjacent properties so as to create an aesthetically pleasing overall appearance and to maintain views.

Buildings must be placed only on major pad areas as shown on the approved grading plan. Slopes are specifically excluded as building areas even though other setback requirements are met. Additional pad areas may be graded with the approval of the Architectural and Planning Board.

Fences

4.04. All property line fences shall be two rail in front of house and three rail in rear yard and post of white vinyl plastic. All interior fences, including their location, style, material, color, height, and function, will be subject to the written approval of the Board before installation. The Board will consider the topography of the land and the maintenance of views before granting approval. The owner will maintain and keep in good condition and repair the fences located on the owner's building site. If the owner fails or refuses to fully and faithfully comply with and conform to this paragraph, then Declarant will have the right to enter on the lot or lots and perform the work necessary to fulfill the requirements of this paragraph, charging the cost thereof to the owner.

Landscaping

4.05. The owner of each lot must spend an initial sum of not less than 2 percent of the total cost of the building site and the residence on it for ornamental plants, trees, shrubs, lawns, and flowers. Landscaping plans will be submitted to the Board within two (2) months of the first occupancy of the house and must be approved in writing before the start of any construction or preparation and must include the size, type, and location of all plants, materials, and sprinkler systems. Within 6 (six) months after approval of plan by the Board, permanent landscaping must be installed around the residence in the front and side yard areas. The landscaping must be maintained in a neat and orderly condition at all times after installation so that it presents a pleasing appearance to the owners and occupants of the building sites.

Declarant reserves the right at all times, on written or visual evidence of any unplanted or inadequately maintained vacant or improved building site, to enter in or on that building site after reasonable notice to the owner, to plant, cut or replant, trim, cut back, remove, replace, and/or maintain hedges, trees, shrubs, flowers within setback areas and/or to keep cultivated and/or remove plants on any portion of the lot, all at the expense of the owner. Declarant, or any officer or agent of Declarent, will not be deemed guilty of any manner of trespass for entry pursuant to this paragraph.

Structural Type and Character of Design

4.06. The exterior building design of all buildings will be encouraged to be compatible with a rural atmosphere. Exterior design in each case is subject to approval by the Board, in its sole discretion. Decisions of the Board are final. All driveways to be of poured concrete construction. Interior window treatments cannot be made of reflective materials or temporary materials i.e. bed sheets.

Color of Structures

4.07. All exterior colors, textures, and materials, including roofs, must be set forth in the plans and specifications and approved in writing by the Board before construction. Color samples must be submitted with plans and specifications, which must be coded or marked to indicate where the colors are to be used on the finished dwelling. Careful consideration of the adjacent and surrounding properties, as well as overall community appearance, will be the basis for approval or denial of color schemes,

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Size Requirements for Structures

4.08 No residence may be erected on the property having a total floor area of the main structure, exclusive of open porches, garages, patios, exterior stairways, and landings, of less than 3,000 square feet. Two story homes permitted only on lots 1, 6, 7, 8, 9, 12, 13, 14, 20 and the lower levels of 10 and 11. Two story homes may be permitted on other lots if, in the opinion of the Board, the location of the structure does not restrict the view from building pads on adjacent lots.

Painting

4.09. All exterior wood and manufactured surfaces, with the exception of brick or stone, must be painted or stained.

Roof Design, Pitch, and Materials

4.10. The minimum roof pitch that may be used is four (4) inch rise per twelve (12) inch horizontal. No flat or rock roofs will be permitted, except where the design concept in the opinion of the Board is not detrimental to the environmental character of the adjacent property or the community. The roofing materials to be used must be mission tile; clay fired flat tile or concrete tile. Other quality roofing materials may be submitted for review by the Board, but in no event may composition shingles be used.

Easements for Maintenance

4.11 There is hereby created and established a nonexclusive easement appurtenant to each Lot, over and across those portions of any adjacent Lot not to exceed 3 feet for the maintenance of any common retaining wall, fence or drainage structure located on or about the property line.

ARTICLE 5. ALTERATIONS, ADDITIONS, REMODELING, REDECORATION OF EXTERIOR PORTIONS OF STRUCTURES AND REPLACEMENT OF STRUCTURE.

5.01. No alterations in the exterior design or color of any structure, including additions, may be made without the prior written approval of the Board. The Material used for any approved alteration must harmonize and compliment the original building or building and must be approved in writing by the Board before the alteration. No approval is required to repaint or re-stain any structure with the same color scheme that was previously used and approved.

5.02 Should the improvements on any Lot or Lots be damaged or destroyed by fire or other casualty, the Owner or Owners thereof shall cause the same to be repaired and restored with materials of a quality at least comparable to that used by Declarant or Owner in the construction of the Dwelling and in keeping with the esthetics and integrity of the Project. The repairs and restoration work shall commence on the earlier of thirty (30) days after receipt of insurance proceeds covering said Lot or within one hundred twenty (120) days after casualty and once commenced, shall be pursued diligently to completion.

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ARTICLE 6. ARCHITECTUAL AND PLANNING BOARD

Purpose and Functions

6.01. The purpose of the Architectural and Planning Board is to achieve and maintain the aesthetic goals of Declarant. The function of the Board is to enforce the restrictions contained in this Declaration by the review of plans and specifications submitted for approval and by the inspection of actual construction and progress to ensure conformity with the plans and specifications as approved. Declarant does not intend to deprive the individual owner from having a home of unique design; Declarant does intend to protect the community as a whole, and the individuals comprising it, from undesirable construction. Therefore, in the case of hardship or other good reason, the Board may make exceptions to any of the restrictions in this Declaration at any time after proper written application.

Board Members, Term, and Appointment

6.02. The Board will initially consist of two persons to be appointed by Declarant. -Upon the sale of ten (10) Lots, the Declarant will appoint a third member to the Board. The appointee must be a Lot owner. After the first sale of the twentieth Lot, the term of the Declarant will expire. After expiration of the Declarant's term, all new Board members must be Lot owners and elected by a simple majority of the other Lot owners. The term of each Board member, unless earlier terminated by Declarant, will be three years. At the discretion and option of Declarant, and while the Declarant has the right to fill vacancies on the Board by appointment, the term of a Board member may be extended for an additional term of three years.

Declarant reserves the right to fill vacancies on the Board by appointment. If the Declarant fails to make an appointment within 90 days after a vacancy occurs, then that vacancy will be filled by an appointment made by a majority of the owners of building sites other than Declarant's that have been subdivided for single family residential purposes at the time of the vacancy. A duly executed written notice of any appointment or removal may be filed by Declarant with the Los Angles County Recorder and will then serve as notice to all persons of the matters set forth in the notice. Declarant may relieve itself of the obligation of appointing and maintaining the Board by filing with the Los Angeles County Recorder a notice that Declarant has surrendered the powers of appointment and maintenance of the Board. On the recording of this notice, the powers and obligations of appointment and maintenance will immediately vest in a majority of the owners of building sites other than Declarant's that have been subdivided for single family residential purposes at the time of recording.

Action by Board

6.03. The Board members will work as a panel. They will first review submitted plans and specifications individually and subsequently discuss them jointly. Written approval of two members will constitute approval of preliminary or final submissions; provided that if no notice of rejection is received after 30 days from the date of receipt of a submission, this inaction will be deemed approval. All decisions of the Board are final. Written notice of the Board's approval or rejection may be recorded with the Los Angeles County Recorder and this will be conclusive evidence of approval or rejection.

Final acceptance will be in writing and signed by two members; recordation of the final acceptance is conclusive evidence of it. If no final acceptance is given or recorded, or if no notice of noncompliance is recorded within 60 days after receipt by the Board and Declarant of a copy of the duly recorded notice of completion of the construction, alteration, or placement of any structure on the building site, then this failure to give or record final acceptance or to file a notice of noncompliance will be deemed conclusive evidence of final acceptance of the structure by the Board.

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The actions or inactions of the Board or its agents when exercising in good faith its discretion in enforcing this Declaration will not be a basis for damages to any owner or any other person, nor will any such actions or inactions by Declarant, the Board, or any Board member, or their officers or agents, individually or collectively, constitute a cause of action for damages or equitable relief to any owner or any other person. Declarant, its successors or assigns, the Board or any Board member, or their officers or agents, individually or collectively, will not be responsible for any loss or damage, or be liable in any other way for any errors or defects, patent or latent, in the plans and specifications submitted for approval, or in any building or structure erected in accordance with those plans and specifications.

Architectural Permit and Fees

6.04. An Architectural Permit is required for any construction or alteration, and may be obtained by the architect or designer at Declarant's office. The permit is valid for one year. The following fee schedule applies: preliminary plans must be accompanied by a fee of $25.00; plans for an addition or alteration to an existing residence must be accompanied by a fee of $25.00; any application for renewal of a permit or revisions must be accompanied by an additional fee of $25.00. Any costs such as recording fees incurred by the Board shall be paid by the applicant before final approval. All fees should be made payable to **PAUL LAWSON** or his successors and assigns.

Submission of Preliminary Plans

6.05. The owner of each lot on which construction is contemplated must submit to the Board a set of preliminary working drawings or plans, which must consist of a plot plan, floor plan, and elevation. On review, the Board may request additional drawings for clarification.

Submission of Final Plans and Specifications

6.06. On approval of the preliminary plans, two sets of final plans and specifications must be submitted to the Board for final approval. These plans and specifications must describe in detail the floor plan arrangement, elevations, section structural solutions, use of materials, heights and dimensions, site placement, fences, grading, drainage plans, access, and any of the pertinent data required to fully illustrate the intended design, construction, and use. Physical samples of the exterior materials and colors must also be submitted for approval.

Before giving final approval, the Board may require that the plans and specifications comply with any requirement imposed by the Board as to structural features, building materials used, or any characteristics not otherwise expressly covered by this Declaration. The approval of the Board does not relieve the owner from complying with any requirements of any public authority having jurisdiction and does not constitute any representation or guarantee by the Board, any Board member, or Declarant as to the structural sufficiency of any construction. Approval by the Board of any plans and specifications is not a waiver by the Board of its right to object to any of the features or elements embodied therein if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval for other building sites.

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Inspection and Conformity to Plans

6.07. On reasonable notice, during and after completion of construction, Declarant, the Board, or any agent or officer thereof may from time to time during normal business hours enter into and inspect any property subject to this Declaration for compliance with the approved plans and specifications. Deviations must be diligently guarded against and all deviations or nonconformities set forth in any notice of noncompliance issued by the Board must be corrected before final acceptance. Declarant, the Board, or any agent or officer thereof acting in good faith will not be deemed guilty of, or become liable for, any manner of trespass for entry or inspection pursuant to this paragraph.

Enforcement of Board Rulings

6.08. If the owner of any building site fails to comply with any notice of noncompliance or directive or order from the Board, then the Board or Declarant will have the right and authority, after reasonable n notice, to perform the subject matter of the directive or order and the cost of that performance will be charged to the owner and may be recovered by the Board or Declarant in an action at law against the owner.

Furthermore, this Declaration vests the Board or Declarant with the right to bring a proceeding in equity to enforce the general and specific intent of this Declaration as follows: if written notice to the Board of steps to correct any noncompliance is not given within 15 days, or if the noncompliance is not thereafter cured within a reasonable time from the date notice of the noncompliance is given by the Board to the owner of the building site whose act or omission constitutes the noncompliance, the Board or Declarant may record the notice of noncompliance and thereafter file a proceeding in equity to restrain the noncompliance or attempted noncompliance.

ARTICLE 7. SCOPE AND DURATION

7.01. All the covenants and restrictions of this Declaration are imposed on the property for the direct benefit of the property and the owners of the property as a part of a general plan of improvement, development, building, occupation, and maintenance. These covenants and restrictions will run with the land and will be binding on all of the owners of the property and all persons claiming under them, and continue to be in full force and effect for a period of 25 years from the date that this Declaration is recorded. After the expiration of this period, the covenants and restrictions will be automatically extended for successive periods of 10 years each, unless an instrument, signed by three fourths of the then owners of record of the property has been recorded, agreeing to amend this Declaration in whole or in part or to terminate this Declaration.

ARTICLE 8. BREACH AND RIGHT OF ENFORCEMENT

Breach

8.01. The covenants and restrictions established in this Declaration will run with the land and will be binding on all parties (and their successors) having or acquiring any right, title, or interest in the real property described in Article 1. Declarant or any owner of any of the property, including any bona fide purchaser under contract, in the event of a breach of any restriction or covenant in this Declaration or a continuance of any such breach may by appropriate legal proceedings take steps to enjoin, abate, or remedy the breach. It is agreed that damages are not an adequate remedy for breach.

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Every act or omission that violates in whole or in part any of the covenants contained in the Declaration is declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, will be applicable and may be exercised by Declarant, the Board, or the owner of any of the property.

The remedies provided in this Declaration for breach of the covenants contained in this Declaration are cumulative; none of the remedies will be deemed exclusive.

A breach of the covenants contained in this Declaration will not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any building site; provided, however, that any subsequent owner of such property will be bound by the covenants, whether that owner's title was acquired by foreclosure or in a trustee's sale or otherwise. A lender who acquired title by foreclosure or deed in lieu of foreclosure or trustee's sale will not be obligated to cure any breach of the covenants that occurred before that acquisition of title but will be bound by the covenants of this Declaration.

Right of Enforcement

8.02. The provisions in this Declaration will inure to the benefit of and be enforceable by Declarant, Declarant's successors or assigns, and the owner of any of the property, and each of their legal representatives, heirs, successors, or assigns. The failure to enforce any covenant or restriction in this Declaration will not be deemed a waiver of the right to enforce thereafter. In any legal proceeding begun by anyone entitled to enforce or restrain a violation of any provision of this Declaration, the losing party or parties must pay the attorneys' fees of the winning party or parties in the amount fixed by the court in the proceeding. Any right reserved by Declarant in this Declaration is also reserved to Declarant's successors or any entity designated by Declarant in writing including the Board; the designation may be recorded with the Los Angeles County Recorder.

ARTICLE 9. PROTECTION FOR MORTGAGEES AND TITLE INSURANCE COMPANIES

9.01. The owner of any encumbrance for value on any building site and any corporation insuring the lien of the encumbrance may conclusively presume that no breach exists under this Declaration, provided that the encumbrance is recorded with the Los Angeles County Recorder before the start of any action to establish a breach and not within 60 days after the recording of any Notice of Noncompliance, anything contained in this Declaration to the contrary notwithstanding.

For the purpose of certifying, guaranteeing, or insuring title to, any lien on, or interest in, any lot or parcel of the property, and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or nonperformance of any of the acts in this Declaration authorized, permitted, or to be approved by the Board, the records of the Board are prima facie evidence of all matters shown by those records. Furthermore, the issuance of a certificate of acceptance by the Board, which certificate shows approval of plans and specifications for improvement or other matters provided for in this Declaration and shows that the improvements have been made in accordance therewith, is prima facie evidence for all matters within the jurisdiction of the Board and will fully justify and protect any title company or person certifying, guaranteeing, or insuring the title, and will also fully protect any purchaser or encumbrancer for value and in good faith in acting thereon.

ARTICLE 10. GENERAL PROVISIONS

Amendments

10.01. This Declaration may be amended only by an affirmative vote of the person or persons who are the Owners of not less than three-fourths (3/4th) of the Lots, and further, this amendment provision shall not be amended to allow amendments by vote of less than three-fourths (3/4th) of the Owners, provided, however, that so long as Declarant owns at least one (1) Lot, Declarant must give its written approval to any amendment of this Declaration prior thereto. The percentage of the voting power necessary to amend a specific provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under said provision. For purposes of this Declaration, an Owner shall be entitled to one (1) vote for each Lot owned by such Owner. The amendment will become effective the date recorded with the Los Angeles County Recorder.

Interpretations

10.02. All questions of interpretation or construction of any of the terms or restrictions in this Declaration will be resolved by the Board or the Declarant, and that decision will be final, binding, and conclusive on all parties affected. The singular includes the plural whenever the context of this Declaration requires. The headings are not a part of this Declaration, and will not affect the interpretation of any provision.

Severability

10.03. If any of the provisions of this Declaration are held to be invalid or unlawful by the final judgment of a Court of competent jurisdiction, that invalidity or illegality will not affect the validity of any other provisions of this Declaration.

Fair Housing

10.04. Neither Declarant nor any owner may directly or indirectly forbid the conveyance, encumbrance, renting, leasing, or occupancy of the owner's lot to any person on the basis of race, color, sex, religion, ancestry, national origin, disability, or other prohibited basis.

IN WITNESS WHEREOF, Declarant has executed this Agreement on the date first above written.

DECLARANT

By Paul Lawson

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Order: ccr Comment:

12/17/03

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON,

County of CLARK } ss.

I certify that I know or have satisfactory evidence that PAUL LAWSON

_____ (is/are the person(s) who appeared before me, and said person(s)

acknowledged that HE signed this instrument and acknowledged it to be HIS

free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 10TH day of DECEMBER, 2003.

GAYNEL MOODY
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JULY 24, 2007

Gaynel Moody

Print Name GAYNEL MOODY

Notary Public in and for the State of WASHINGTON

My appointment expires: 7-24-07

Individual Acknowledgement
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