

Loren C Phillips
Attorney at Law
P.O. Box 660
Duarte, CA 91010

87-1265036

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
21 MIN. 1 P.M. AUG 7 1987
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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made as of the date set forth below
by the undersigned Declarant.

TRADE SUCDN ARMS

RECITALS

1. Declarant is the owner of certain real property located in the County of Los Angeles, (hereinafter referred to as "said County"), State of California, described in Exhibit "A" attached hereto, as Lots 1 - 51, inclusive, of Tract No. 42366, in the unincorporated territory of the County of Los Angeles, as per map recorded in Book 1087, Pages 50 - 54, inclusive, of Maps, in the Office of the County Recorder of said County.

2. Said real property is to be improved as a residential subdivision.

3. All of said real property, including all structures and other improvements thereon, is hereby defined and shall hereinafter be referred to as the "development".

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the real property described in Recital 1 above is, and shall be conveyed, hypothecated, encumbered, leased, used and occupied subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of a plan of residential development for the subdivision, improvement, protection, maintenance and sale of lots within the aforesaid real property and all of which are declared and agreed to be for the purpose of enhancing, maintaining and protecting the value and attractiveness of the aforesaid real property. All said limitations, restrictions, covenants, and conditions are equitable servitudes which shall run with the land, and shall be binding upon an inure to the benefit of the successors in interest of such parties.

ARTICLE I DEFINITIONS

1. "Residential Lot" shall refer to Lots 1 through 51, inclusive, of Tract No. 42366. The boundaries of the Lots shown and defined on the plan for this development, and recorded as a part of said Tract No. 42366 and hereby incorporated as a part of this Declaration.

2. The "Declarant" shall mean Herron Construction, Inc., a California corporation, their successors and assigns, if such successors and assigns acquire or hold title to all, or any portion of the development for development purposes.

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3. "Subdivider" shall have the same meaning as "Declarant", defined above.

4. "White rail fencing" shall mean the fencing required as described in Article III, hereinbelow.

ARTICLE II USE RESTRICTIONS

1. Residential Use. Lots shall be used for residential purposes only, provided, however, that for a period of three (3) years from and after the date of recordation of this Declaration or whenever all lots have been sold, whichever occurs first, lots owned by Declarant may be used by Declarant or its' designees as models, sales offices and construction offices for the purpose of developing, improving and selling lots in the development.

2. Commercial Use. Excepting as otherwise expressly provided in this Declaration, no part of the development shall ever be used or caused, allowed or authorized to be used in any way, directly or indirectly for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes.

3. Lot Maintenance. Each owner of a lot shall be responsible for maintaining his lot, and improvements thereto, in a first-class, clean, sanitary, workable and attractive condition. Windows on the lots may be covered by drapes, shades or shutters only and may not be painted or covered by foil, cardboard, or other similar materials.

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4. Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, shall be permitted upon or in the development; nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of the development. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the development.

5. Offensive Conduct; Nuisance. No noxious or offensive activities shall be carried on, upon or within the development, nor shall anything be done upon or within the development, nor shall anything be done thereon which may be or become an annoyance or nuisance to the residents of the development, or which shall in any way interfere with the quiet enjoyment of occupants of the lots.

6. Parking Restrictions; Use of Garages. All vehicles left parked on the property other than in garages must be parked behind the back of the house. No vehicles, including but not limited to automobiles, boats, trailers, campers, ATC's, motorcycles and recreational vehicles are to be parked in front of or on the side of the house. No commercial vehicles including trucks shall be parked or left on any part of the development other than in the garages. Parking by commercial vehicles for the purpose of making deliveries shall be permitted. Garages shall be used for the parking of automobiles or other vehicles only and shall not be converted for living or recreational activities.

7. Signs. No sign of any kind shall be displayed to the public view on or from any lot, excepting such signs as may be used by the Declarant or its' designees for the purpose of developing, selling and improving lots within the development.

All of Declarant's signs are to be removed when the last lot closes escrow or three (3) years after the date the Declaration is recorded, whichever occurs first. Notwithstanding the foregoing, one sign of customary and reasonable dimensions advertising a lot for sale or for rent may be placed within each lot.

8. Antennae, External Fixtures, Etc. No short wave or CB radio antennae, clothesline or other external fixtures other than those originally installed by Declarant and any replacement thereof, shall be constructed, erected or maintained on or within any lot. Each owner shall have the right to maintain a television or radio antennae as set forth below. Each owner may also maintain a maximum of one satellite dish not to exceed 8 feet in diameter installed on the ground. Each owner may also maintain a maximum of one roof antennae, height not to exceed the highest point on any portion of the roof.

9. Animals. No animals, dogs, cats, poultry, bees or other insects of any kind to include all other household pets may be kept, raised or bred on or in any dwelling or lot for any commercial purpose or in any unreasonable numbers. Commercial dog kennels of any type are absolutely prohibited. No animals are to be kept, raised or bred other than in accordance with all applicable county and other local ordinances and zoning codes and further provided that they do not become a nuisance to owners or occupants of other lots. All necessary buildings or structures used in conjunction with animals shall be located not less than 50 feet from any street or any building used for human habitation.

10. Restricted Use of Recreational Vehicles, Etc. No boat, truck trailer, camper, recreational vehicle or tent shall be used as a living area while located on the development, provided, however, trailers or temporary structures for use

incidental to the initial construction of the development or the initial sales of lots therein or incidental to the initial construction on property owned by Declarant or Declarant's designees and situated in the vicinity of the development or the initial sales therein may be maintained within the development, but shall be promptly removed upon completion of all such initial construction and all such initial sales.

11. Trash Disposal. Trash, garbage, or other waste shall be kept only in sanitary containers. No owner of a lot shall permit or cause any trash or refuse to be kept on any portion of the development subject to this Declaration other than in the receptacles customarily used therefor, and placed or maintained as required by the codes and/or ordinances of the County of Los Angeles.

12. Outside Drying and Laundering. No exterior clothesline shall be erected or maintained and there shall be no exterior drying or laundering of clothes on balconies, patios, porches or other areas, except in enclosures which prevent such activities from being visible from other lots in the project.

13. Temporary Structures. No tents, shacks, trailers, or other outbuildings shall at any time be used on any lot as a residence, either temporarily or permanently; nor shall any residence of a temporary character be constructed, placed or erected on any lot.

14. Drainage. Each owner of a lot in the development agrees for himself, his heirs, assigns, vendees and successors in interest, that he will (i) refrain from interference with the established drainage pattern over his lot from adjoining or other lots or parcels in the development, or (ii) make adequate

provision for proper drainage from any such other lot or parcel over his lot. For the purposes hereof, established drainage is defined as the drainage pattern established at the time the overall grading of the development, including the landscaping of each lot or parcel thereof, is completed.

**ARTICLE III
BUILDING RESTRICTIONS**

1. All owners shall obtain permits for any proposed improvements to their property for which a permit is or would be required by the County of Los Angeles.

2. All construction in any lot shall be in conformance with the basic architectural theme employed and implemented by Declarant in any construction performed in the development. All ancillary structures for which a permit is/or would be required by the County of Los Angeles are to have tile roofs of the same color and style as the main dwelling. Exterior colors are to match the main dwelling (including stucco and trim).

Exceptions: Barns and other structures for the purpose of animal housing, are exempt from this provision regarding tile roofs. "Porta Barn" and "Porta Stall" type structures are also exempt from this provision regarding tile roofs and regarding matching exterior colors.

3. No house shall be constructed which contains less than 1790 square feet of living area exclusive of garages, porches and patios.

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4. Fencing. White rail fencing of the type described in Exhibit "B", attached hereto, shall be constructed along any property line that adjoins another property line within the development or fronts on any paved road including Crown Valley Road. Each owner shall be allowed to install small wire inside the rail fence at their option. Any changes in fencing requirements must be approved by the developer.

5. No house or other structure shall be constructed thaty exceeds a single story in height.

ARTICLE IV
AMENDMENT

1. Amendment Prior to Close of First Sale. Prior to the close of the first sale in the development to a purchaser other than Declarant, this Declaration and any amendment thereto may be amended in any respect or revoked by the execution by Declarant of any instrument amending or revoking same, which instrument shall make appropriate reference to this Declaration and any amendments thereto and which instrument shall be acknowledged and recorded in the office of the County Recorder of Los Angeles County.

2. Amendment Subsequent to Close of First Sale.

a) Subsequent to close of first sale of a lot in the development to a purchaser other than Declarant, this Declaration may be amended by the vote or written consent of the owners representing both:

(i) At least 51% of the total voting of the development; and

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(ii) At least 51% of the votes of owners other than the subdivider, provided, however, that Article II, Section 9, regarding Animals, may not be changed without the approval of seventy-five percent (75%) of the total voting power of the development and the approval of seventy-five percent (75%) of the votes of owners other than the subdivider.

**ARTICLE V
GENERAL PROVISIONS**

1. Headings. The headings used in this Declaration are for the convenience only and are not to be used in interpreting the meaning of any of the provisions of this Declaration, or otherwise.

2. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision or provisions thereof shall not invalidate any other provisions hereof.

3. Cumulative Remedies. Each remedy provided for in this Declaration shall be cumulative and not exclusive. Failure to exercise any remedy provided for in this Declaration shall not, under any circumstances, be construed as a waiver thereof.

4. Violation as Nuisance. Every act or omission in violation of the provisions of this Declaration shall constitute a nuisance and, in addition to all other remedies herein set forth, may be abated or enjoined by any owner, any member of the Board, the manager or the Association.

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5. No Racial Restriction. No owner shall execute or cause to be recorded any instrument which imposes a restriction upon the sale, leasing or occupancy of his lot on the basis of race, color or creed.

6. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan of lot ownership for the development. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision thereafter.

7. Number; Gender. The singular shall include the plural and the plural the singular, unless the context requires the contrary; and the masculine, feminine and neuter shall include the masculine, feminine or neuter, as the context requires.

8. Binding Effect. This Declaration shall inure to the benefit of and be binding upon the successors and assigns of the Declarant, and the heirs, personal representatives, grantees, lessees, successors and assigns of the owners.

ARTICLE VI
LOCAL JURISDICTION
AND SPECIAL COVENANTS

1. Local Jurisdiction. The governmental entity with primary jurisdiction over this project is the County of Los Angeles. The owners shall abide by codes and/or ordinances of the primary jurisdiction above stated, and the State of California.

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IN WITNESS WHEREOF, Declarant has executed this instrument as of this 22nd day of July, 1987.

HERRON CONSTRUCTION, INC., a California Corporation - Owner

[Signature] - President [Signature] Secretary

CORPORATION

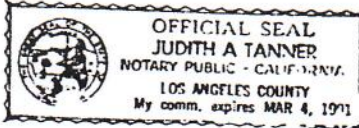
STATE OF California **87-1265036**

COUNTY OF San Angeles

On this 22nd day of July in the year 1987 before me, the undersigned a Notary Public in and for said State, personally appeared William B. Herron

and [Signature] personally known to me approved to me on the basis of satisfactory evidence to be the persons who executed the within instrument as the

president and [Signature] Secretary respectively of the corporation herein named and acknowledged to me that the corporation executed it pursuant to its by-laws or a resolution of its board of directors.



Signature Judith A. Tanner (This area for official seal)
T-716 NOTARY PUBLIC IN AND FOR CALIFORNIA

CAT NO NN00737 TO 1945 CA (B 84) (Corporation)

TICOR TITLE INSURANCE

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } ss.

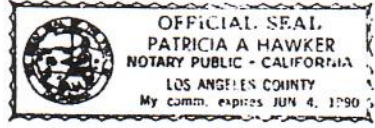
On July 24, 1987 before me, the undersigned, a Notary Public in and for said State, personally appeared Priscilla K. Herron

personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President, and Secretary

[Signature] personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Secretary of the Corporation

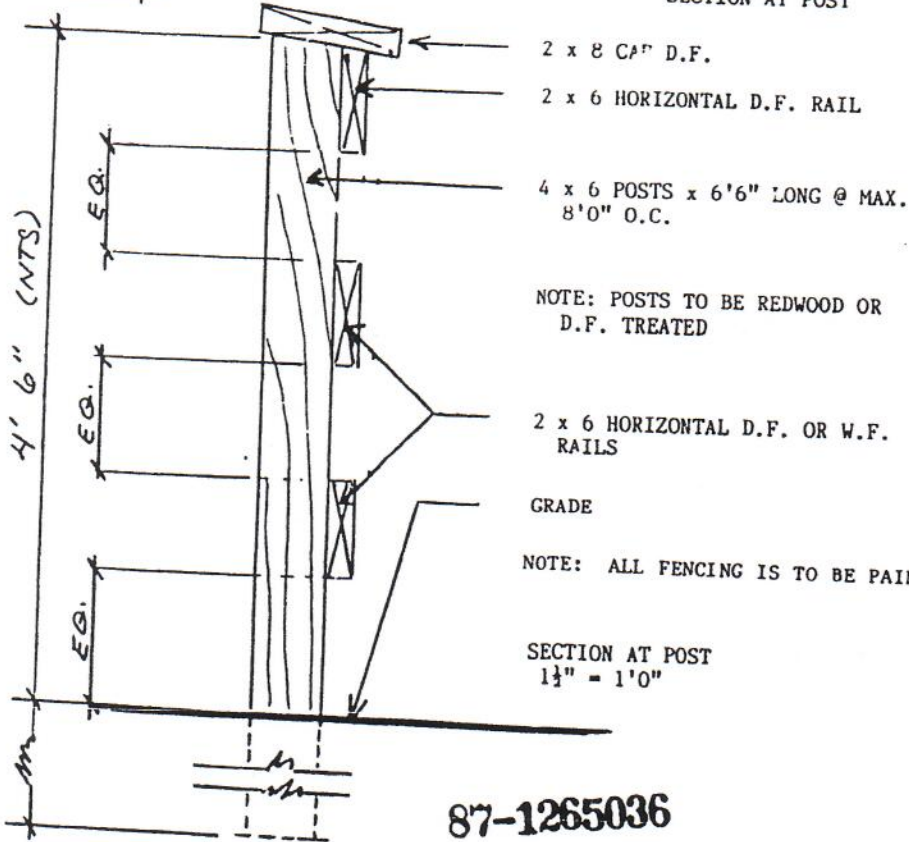
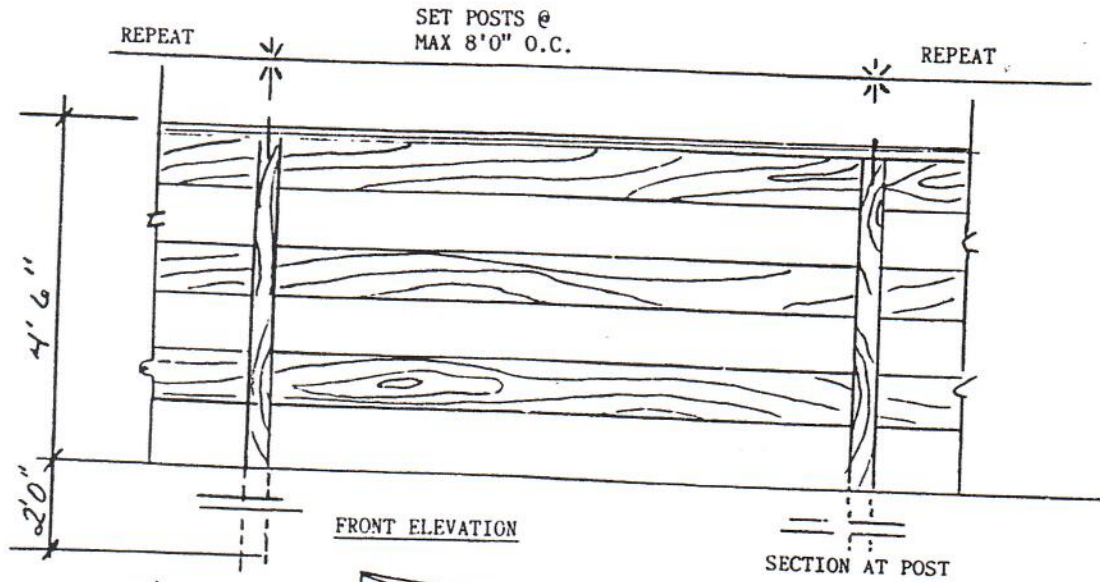
that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.
Signature Patricia A. Hawker



(This area for official notarial seal)

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NOTE: ALL FENCING IS TO BE PAINTED WHITE

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RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

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LOREN C. PHILLIPS
ATTORNEY AT LAW
P.O. BOX 660
DUARTE CA 91010

SPACE ABOVE THIS LINE
FOR RECORDER'S USE.

CONSENT OF LIENHOLDER
AND SUBORDINATION OF LIEN

THE UNDERSIGNED BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST
DATED July 11, 1986, RECORDED ON July
14, 1986, AS INSTRUMENT NO. 86-882631
OF THE OFFICIAL RECORDS OF Los Angeles COUNTY,
CALIFORNIA, CONSENTS TO ALL OF THE PROVISIONS CONTAINED IN
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO
BE RECORDED FOR TRACT/PARCEL NO. 42366 AND AGREES THAT
THE LIEN OF THE DEED OF TRUST SHALL BE JUNIOR AND SUBORDINATE
AND SUBJECT TO SAID DECLARATION.

Robert C. Mc Kay and Harold Gallagher

DATE: 5/10/87 Robert C. McKay
DATE: 7/7/87 Harold Gallagher

PLEASE APPLY NOTARY JURAT IN THIS SPACE PROVIDED

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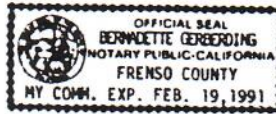
STATE OF CALIFORNIA 87-1265036
COUNTY OF FRESNO)

On July 7, 1987, before me, the undersigned Notary Public, personally appeared Harold Gallagher

personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Bernadette Gerebroding
Notary's Signature

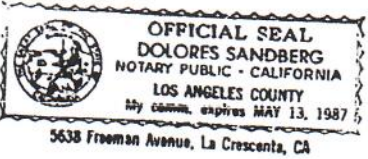


GENERAL ACKNOWLEDGMENT

NO 201

State of California
County of Los Angeles } SS.

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On this the 10th day of May, 1987, before me,

Dolores Sandberg

the undersigned Notary Public, personally appeared

Robert C. McKay

personally known to me
 proved to me on the basis of satisfactory evidence
to be the person whose name is subscribed to the
within instrument, and acknowledged that he executed it
WITNESS my hand and official seal.

Dolores Sandberg
Notary's Signature

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

17

LOREN C. PHILLIPS
ATTORNEY AT LAW
P.O. BOX 660
DUARTE CA 91010

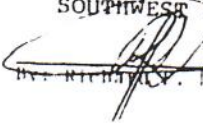
SPACE ABOVE THIS LINE
FOR RECORDER'S USE.

CONSENT OF LIENHOLDER
AND SUBORDINATION OF LIEN

THE UNDERSIGNED BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST
DATED July 11, 1986, RECORDED ON July
14, 1986, AS INSTRUMENT NO. 86-882632
OF THE OFFICIAL RECORDS OF Los Angeles COUNTY,
CALIFORNIA, CONSENTS TO ALL OF THE PROVISIONS CONTAINED IN
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO
BE RECORDED FOR TRACT/PARCEL NO. 366 AND AGREES THAT
THE LIEN OF THE DEED OF TRUST SHALL BE JUNIOR AND SUBORDINATE
AND SUBJECT TO SAID DECLARATION.

DATE: May 19, 1987

SOUTHWEST BANK, a mortgage lender


By: Richard W. Dickerson, Senior Vice-President

87-1265036

PLEASE APPLY NOTARY JURAT IN THIS SPACE PROVIDED

(Corporation)

STATE OF CALIFORNIA }
COUNTY OF San Diego } SS

F 18

This Form Furnished By Founders Title Company
STAPLE HERE

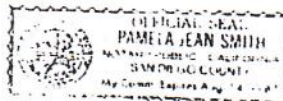
On May 19, 1987 before me, the undersigned, a Notary Public in and for said State, personally appeared Richard F. Dickerson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Sr. Vice President, ~~and~~

known to me to be _____ Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors

WITNESS my hand and official seal

Signature Pamela Jean Smith

Pamela Jean Smith
Name (Typed or Printed)



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