

DECLARATION OF ESTABLISHMENT OF RESTRICTIONS, EASEMENTS, CONDITIONS AND RESERVATIONS BY
OVERLAND HOUSING CO.

KNOW ALL MEN BY THESE PRESENTS;

That OVERLAND HOUSING CO., a California corporation and the owner of the real property in the City of Los Angeles, County of Los Angeles, State of California, hereinafter referred to as "said property" and particularly described as follows, to wit:

Lots 1 to 72, both inclusive, in Tract No. 12376, as per map thereof recorded in Book 261, at pages 22 to 24, inclusive, of Maps, records in the office of the County Recorder of said Los Angeles County;

Lots 1 to 119, both inclusive, in Tract No. 12382, as per map thereof recorded in Book 261 at pages 25 to 27, inclusive, of Maps, records in the office of the County Recorder of said Los Angeles County;

Lots 1 to 105, both inclusive, in Tract No. 12385, as per map thereof recorded in Book 261 at pages 28 to 30, inclusive, of Maps, records in the office of the County Recorder of said Los Angeles County;

Lots 1 to 147, both inclusive, in Tract No. 12388, as per map thereof recorded in Book 261 at pages 31 to 33, inclusive, of Maps, records in the office of the County Recorder of said Los Angeles County;

Lots 1 to 75, both inclusive, in Tract No. 12397, as per map thereof recorded in Book 261 at pages 34 and 35, of Maps, records in the office of the County Recorder of said Los Angeles County, and

Lots 1 to 198, both inclusive, in Tract No. 13037, as per map thereof recorded in Book 261 at pages 17 to 21, inclusive, of Maps, records in the office of the County Recorder of said Los Angeles County,

hereby certifies and declares that it has established and does hereby establish a general plan for the improvement and development of said property and does hereby establish restrictions, easements, conditions, covenants and reservations upon and subject to which all of the aforementioned lots, parcels and portions of lots of said property shall be improved and sold or conveyed by it as such owner, each and all of which is or are for the benefit of each owner of any part or portion of said property or any interest therein and shall inure to and pass with each and every parcel of said property and which apply to and bind the respective successors in interest of the property owner or owners thereof, and are, and each thereof is, imposed upon said property as a servitude in favor of each and every such parcel of land therein as a dominant tenement or tenements as follows:

1. It shall be understood that for the purposes of the interpretation and enforcement of the restrictions, easements, conditions and reservations herein contained the lots designated as Lots 1 and 72, Lots 34 and 71, Lots 35 and 70, and Lots 68 and 69 in Tract No. 12376; the lots designated as Lots 88 and 117, Lots 89 and 116, Lots 90 and 115, Lots 91 and 114, Lots 92 and 113, Lots 93 and 112, Lots 94 and 111, Lots 95 and 110, Lots 96 and 109, Lots 97 and 108, Lots 98 and 107, Lots 99 and 106, Lots 100 and 105 in Tract No. 12382; the lots designated as Lots 20 and 105, Lots 21 and 104, Lots 71 and 103, and Lots 72 and 102 in Tract 12385; the lots designated as Lots 91 and 92, Lots 93 and 94, Lots 95 and 96, Lots 123 and 124, Lots 121 and 122, Lots 119 and 120, Lots 117 and 118, Lots 126 and 127, Lots 128 and 129, Lots 130 and 131, Lots 132, 133, 145 and 146, and Lots 134 and 147 in Tract No. 12388, and the lots designated as Lots 21 and 196, Lots 22 and 195, Lots 63 and 194, Lots 64 and 193, Lots 168 and 169, Lots 167 and 170, Lots 166 and 171, Lots 165 and 172, Lots 164 and 173, Lots 163 and 174, Lots 162 and 175, Lots 161 and 176, Lots 160 and 177, Lots 159 and 178, Lots 158 and 179, Lots 157 and 180, Lots 156 and 181, Lots 155 and 182, Lots 154 and 183, Lots 153 and 184, Lots 152 and 185, Lots 151 and 186, Lots 150 and 187, Lots 149 and 188, Lots 148 and 189, Lots 147 and 190, Lots 106 and 191, and Lots 105 and 192 in Tract No. 13037 shall be considered and deemed to constitute one lot or parcel.

2. All of the lots in Tracts Nos. 12376, 12382, 12385, 12388, 12397 and 13037, other than Lots 15 and 16 in Tract No. 12376, Lots 118 and 119 in Tract No. 12382, Lots 143 and 144 in Tract No. 12388, Lots 20 and 21 in Tract No. 12397, and Lots 197 and 198 in Tract No. 13037 shall be known and designated as residential lots and no structures shall be erected, altered, placed or permitted to remain on any of said residential lots other than one detached single-family dwelling not to exceed two (2) stories in height, a private garage for not more than two (2) cars, and other customary outbuildings.

3. No building, garage or other structure shall be erected, placed or altered on any of the lots covered hereby other than Lots 15 and 16 in Tract No. 12376, Lots 118 and 119 in

Tract No. 12382, Lots 143 and 144 in Tract No. 12388, Lots 20 and 21 in Tract No. 12397, and Lots 197 and 198 in Tract No. 13037 until the building plans and specific - ations and plot plan showing the location of such building, garage or other structure has been approved in writing as to conformity and harmony of external design with existing structures in said Tracts Nos. 12376, 12382, 12385, 12388, 12397 and 13037 and as to location of the building, garage or other structure with respect to topography and finished ground elevation by a committee composed of Wm. A. Godshall, Edwin A. Tomlin and Paul W. Trousdale, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building, garage or other structure or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall cease on and after January 1, 1949. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the record owners of a majority of the lots in Tracts Nos. 12376, 12382, 12385, 12388, 12397 and 13037 and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee. The committee hereinbefore in this paragraph mentioned shall be known and designated herein as the Architectural Committee.

4. No building shall be located on any lot, other than Lots 15 and 16 in Tract No. 12376, Lots 118 and 119 in Tract No. 12382, Lots 143 and 144 in Tract No. 12388, Lots 20 and 21 in Tract No. 12397, and Lots 197 and 198 in Tract No. 13037, nearer than twenty (20) feet to the front line or nearer than ten (10) feet to any side street line, and no building other than a detached garage or other outbuilding located seventy (70) feet or more from the front line shall be located nearer than five (5) feet to any side lot line, except, however, that with the specific authority of the Architectural Committee one side line setback may be reduced to not less than three (3) feet, provided that the distance between a detached garage and living quarters or adjacent lots is not less than ten (10) feet and that the distance between living quarters on adjacent lots is not less than ten (10) feet. It is expressly understood, however, that no eave or roof overhang extending beyond the wall of any structure to the extent of not to exceed eighteen (18) inches shall be considered to constitute a violation of the terms and provisions of this paragraph.

5. No residential structure shall be erected or placed on any lot which lot has an area of less than five thousand (5000) square feet or a width of less than fifty (50) feet at the front building setback line.

6. No fence shall be erected or permitted to remain between the street and the front setback line on any of the lots covered hereby, other than Lots 15 and 16 in Tract No. 12376, Lots 118 and 119 in Tract No. 12382, Lots 143 and 144 in Tract No. 12388, Lots 20 and 21 in Tract No. 12397 and Lots 197 and 198 in Tract No. 13037, nor shall any hedge be permitted to remain between the street and the front setback line exceeding a height of three (3) feet on any of the lots covered hereby, other than Lots 15 and 16 in Tract No. 12376, Lots 118 and 119 in Tract No. 12382, Lots 143 and 144 in Tract No. 12388, Lots 20 and 21 in Tract No. 12397 and Lots 197 and 198 in Tract No. 13037.

7. No noxious or offensive trade or activity shall be carried on upon any lot covered hereby nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood.

8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot in Tracts Nos. 12376, 12382, 12385, 12388, 12397 and 13037 covered hereby shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

9. No residential structure having a ground floor square foot area of less than eight hundred (800) square feet, exclusive of porches, patios and garage, shall be permitted

on any lot in said Tracts Nos. 12376, 12382, 12385, 12388, 12397 and 13037.

10. No person of any race other than of the white or Caucasian race shall use or occupy any building or any lot covered hereby, except that this covenant shall not be deemed to prevent the occupancy by domestic servants of any other race domiciled with an owner or a tenant of any of the property covered hereby.

11. No building or any portion of any building or any driveway or any other structure shall be placed or maintained on Lots 69 to 72, both inclusive, in Tract No. 12376, Lots 102 to 119, both inclusive, in Tract No. 12382, Lots 102 to 105, both inclusive, in Tract No. 12385, Lots 146 and 147 in Tract No. 12388, and Lots 169 and 198, both inclusive, in Tract No. 13037. All of the lots hereinbefore in this paragraph mentioned, other than Lots 118 and 119 in Tract No. 12382 and Lots 197 and 198 in Tract No. 13037, which are reserved for future street purposes, shall be used exclusively for the planting of trees, shrubs and ground coverage, and no part or portion of said lots shall be used or employed for the purpose of ingress or egress of vehicular or pedestrian traffic except for purposes of planting, cultivation and care of trees, shrubs and ground coverage. The Declarant, its successors and assigns, shall have the right to plant and maintain trees, shrubs and ground coverage on all of the aforementioned lots, other than Lots 118 and 119 in Tract No. 12382 and Lots 197 and 198 in Tract No. 13037, and the owners and purchasers of said lots shall maintain and care for, at their own cost and expense, any and all trees, shrubs and ground coverage planted by the Declarant, its successors and assigns, and it is agreed that should any owners and purchasers fail to conform to this covenant then the Declarant hereby reserves the rights to enter upon the property and care for and maintain said trees, shrubs and ground coverage in a healthy, neat and orderly manner, in accordance with this covenant, and the expense thereof shall become due and payable from such owners or purchasers to the Declarant within five (5) days after written demand therefor.

12. All boundaries other than the eastern boundary of Lot 144 of Tract No. 12388 shall be effectively screened by ornamental planting or by the erection of ornamental fences. The Declarant, its successors and assigns, shall have the right to plant and maintain ornamental planting or to erect and maintain ornamental fences along the aforementioned boundaries of Lot 144 of Tract No. 12388 and the owners and purchasers of said lots shall maintain and care for, at their own cost and expense, any and all such ornamental planting and ornamental fences planted or erected by the Declarant, its successors or assigns, and it is agreed that should any owners or purchasers of Lot 144 of Tract No. 12388 fail to conform to this covenant then the Declarant hereby reserves the right to enter upon the property and care for and maintain said ornamental planting and ornamental fences in a healthy, neat and orderly manner in accordance with this covenant, and the expense thereof shall become due and payable from such owners or purchasers to the Declarant within five (5) days after written demand therefor.

13. All of the easements shown and designated on the recorded maps of Tracts Nos. 12376, 12382, 12385, 12388, 12397 and 13037 are reserved for the purposes thereon mentioned.

14. The restrictions, easements, conditions and reservations herein contained shall run with the land and, with the exception of the restrictions contained in paragraph 10 hereof, which shall be perpetual, shall be binding and in force and effect until January 1, 1969, for the mutual benefit of all of said lots with each other lot both as servient and dominant tenements as against all other lots in said tract. Said restrictions, easements, conditions and reservations, other than the restriction contained in paragraph 10 hereof, may be automatically extended for successive periods of ten (10) years unless by a majority of the owners of the lots covered hereby it is agreed to change the same in whole or in part.

15. Invalidity of any one of the restrictions, easements, conditions and reservations by judgment or court order shall in no wise affect any of the other restrictions, easements, conditions and reservations which shall remain in full force and effect.

16. A breach of any of the restrictions, easements, conditions and reservations herein contained shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the lot or portion of the lot or lots or portions of lots in the real property covered hereby but said restrictions, easements, conditions and reservations shall be binding upon and effective against any owner thereof whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

17. Should any party violate or attempt to violate any of the restrictions, easements,

conditions and reservations herein contained it shall be lawful for any other person or persons or any owners of any lots covered hereby, or any part or portion thereof, to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the restrictions, easements, conditions and reservations or either to prevent or enjoin them from so doing, to cause said violation to be remedied or to recover damages for said violation.

IN WITNESS WHEREOF, Overland Housing Co., the Declarant herein, has caused its corporate signature to be hereunto subscribed and its corporate seal to be hereunto affixed by its officers thereunto duly authorized this 23rd day of August, 1944.

(Seal)

OVERLAND HOUSING CO.

By Paul W. Trousdale
Vice President

ATTEST: Howard Burrell
Assistant Secretary

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES)SS. On this 23rd day of August, 1944, before me, LOUISE HIGHTOWER, a Notary Public in and for said County and State, personally appeared PAUL W. TROUSDALE, known to me to be the Vice President, and HOWARD BURRELL, known to me to be the Assistant Secretary of OVERLAND HOUSING CO., the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Seal)

Louise Hightower Notary Public

in and for the County of Los Angeles, State of California.

#1000 Copy of original recorded at request of TITLE INSURANCE & TRUST CO. AUG. 24 1944
8 A.M. Copyist #12 Compared, Mame B. Beatty, County Recorder.
\$5.00-47-T By *[Signature]* 53 Deputy

U.S.I.R.S.\$2.75 Cancelled JOINT TENANCY DEED

IN CONSIDERATION of \$10.00, receipt of which is hereby acknowledged, JOHN M. ZENTMYER AND MAY H. ZENTMYER, his wife do hereby GRANT TO DR. HAROLD K. DALTON AND MARIE GILE DALTON, his wife, AS JOINT TENANTS, all that real property in the City of Los Angeles, County of Los Angeles, State of California, described as:

Lot One Hundred Fifty-nine (159) of Tract No. 1504, as per map recorded in Book 21 Pages 2 and 3 of Maps, in the office of the County Recorder of said County. EXCEPT THAT PORTION THEREOF condemned by the City of Los Angeles for Street purposes, Case #138569 Superior Court, said portion being reserved for private roadway on the map of said Tract. SUBJECT TO: (1) Taxes for the fiscal year 1944-1945, a lien, but not yet payable; (2) Conditions, restrictions, reservations, easements, rights and rights of way of record; (3) A Deed of Trust of record, securing an indebtedness for the sum of \$3600.00. Dated this 10th day of August, 1944.

John M. Zentmyer

May H. Zentmyer

STATE OF CALIFORNIA, FLORIDA, COUNTY OF DADE)SS. On this 18 day of August, 1944, before me, C. G. Grace, a Notary Public in and for said County, personally appeared John M. Zentmyer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

(Seal of Cecil G. Grace)

C. G. Grace Notary Public in and for said County and State. Notary Public, State of Florida at Large. My Commission expires February 8, 1948. Bonded by American Surety Co. of N. Y.

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES)SS. ON THIS 22nd day of August, 1944, before me, Wm. J. Johnson, a Notary Public in and for said County, personally appeared MAY H. ZENTMYER, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same.

WITNESS my hand and official seal.

(Seal)

Wm. J. Johnson Notary Public in and for said County and State.

#703 Copy of original recorded at request of TITLE INSURANCE & TRUST CO. AUG. 25 1944
8 A.M. Copyist #12 Compared, Mame B. Beatty, County Recorder,
\$1.10-5-P By *[Signature]* (48) Deputy