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**AMENDED AND RESTATED  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
(TRACTS 30700 AND 28931)**

This amended and restated declaration of covenants, conditions and restrictions is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Citizens Savings and Loan Association, a California Corporation (“Declarant”), and by the undersigned individuals. Declarant and the undersigned individuals are referred to herein as “Parties”.

## RECITALS

A. An original Declaration of Covenants, Conditions and Restrictions (“Original Declaration”) affecting the Properties described below was recorded on June 22, 1971, as Instrument No. 3586, in the official Records of Los Angeles County, as amended thereafter.

B. Said Original Declaration, at paragraph E-3, provides that it may be amended by an instrument signed by at least two-thirds of the Grantees of the lots within the Properties. The undersigned individuals constitute at least two-thirds of Grantees of said lots, or their successors.

C. Declarant is the successor to Northwest Whittier Properties, as Declarant.

D. Declarant and the undersigned are the owners of that certain real property located in the unincorporated area of Los Angeles, State of California, described as Tract No. 30700, as per map recorded in Book 800, pages 78 through 82, inclusive, of Map Records in the Office of the County Recorder of Los Angeles County, and Tract No. 28931, as per map recorded in Book 831, pages 46 through 51, inclusive, of Map Records of said County (hereinafter referred to as the “Properties”).

E. The Parties deem it desirable to impose a general plan for the improvement and development of the Properties and the adoption and establishment of covenants, conditions and restrictions upon the real property and each and every lot and portion thereof and upon the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Properties.

F. The Parties deem it desirable for the efficient preservation of the value, desirability and attractiveness of the Properties and any additional property which may be annexed thereto, pursuant to the provisions of this Declaration, to create a corporation to which should be delegated and assigned the powers of maintaining certain slope areas within the Properties as hereinafter provided, and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing funds pursuant to the assessment and charges hereinafter created and referred to.

G. SPYGLASS HOMEOWNERS' ASSOCIATION, a nonprofit corporation, has been incorporated under the laws of the State of California for the purpose of exercising the powers and functions aforesaid.

H. Declarant will convey title to all of the lots in the Properties subject to certain protective covenants, conditions and restrictions hereinafter set forth.

I. It is the desire and the intent of the Parties to entirely restate the Original Declaration as amended herein, without completely terminating the same, such that the within Amended and Restated Declaration shall retain the relative recordation priority date of the Original Declaration which shall remain in effect to the extent not amended herein.

NOW, THEREFORE, the Parties hereby covenant, agree and declare that all of the Properties shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of the whole tract and all of the Properties and the owners thereof, their successors and assigns. These covenants, conditions, restrictions and easements shall run with the Properties and shall be binding on all parties having or acquiring any right, title or

interest in the Properties or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon the Properties and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

**I**  
**DEFINITIONS**

Section 1. The term “Properties” as used herein shall mean and refer to that certain real property in an unincorporated area of Los Angeles, State of California, described as Tract No. 30700, as per map recorded in Book 800, pages 78 through 82, inclusive, of Map Records, in the Offices of the county Recorder of Los Angeles County, Tract No. 28931, as per map recorded in Book 831, pages 46 through 51, inclusive, of Map Records in said county, and any additional land annexed thereto pursuant to Article VIII hereof.

Section 2. The term “lot” as used herein shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties (with the exception of the public streets or alleys). If any such lot shall contain more than one dwelling unit, than each such dwelling unit shall constitute a “lot” for purposes of this definition.

Section 3. The term “covenants” and/or “Declaration” as used herein shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration.

Section 4. The term “Owner” as used herein shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. The term “Association” as used herein shall mean and refer to SPYGLASS HOMEOWNERS’ ASSOCIATION, a nonprofit corporation, its successors and assigns.

Section 6. The term “Board of Directors” or “Board” as used herein shall mean and refer to the duly elected Board of Directors of the Association.

Section 7. The term the “Declarant” as used herein shall mean and refer to CITIZENS SAVINGS AND LOAN ASSOCIATION, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development or resale to the public.

Section 8. The term “Member” shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration and in the Association Articles of Incorporation and By-Laws. Copies of said Articles and By-Laws are attached hereto as Exhibits “A” and “B”.

Section 9. The term “Institutional Holder” as used herein shall mean and refer to any holder (beneficiary) of a first deed of trust which encumbers a lot, which holder is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

Section 10. The term “Mortgage” as used herein shall mean and refer to any duly recorded and valid mortgage or deed of trust encumbering a lot.

Section 11. The term “Slope Area” or Slope Areas” as used herein shall mean and refer to those certain slope areas within the boundaries of the Properties which are shown on Exhibit “C” to this Declaration. The Slope Areas within the Properties are generally depicted on the map attached hereto as Exhibit “C” and these Slope Areas shall be maintained by the Association as provided in the Declaration.

Section 12. The term “Slope Maintenance” as used herein shall include the watering and weeding of all Slope Areas within the Properties, and shall include restoration of any portion of a Slope Area affected by installation of walls, fences, swimming pools and the like.

## II

### **NATURE AND PURPOSE OF COVENANTS**

The covenants, conditions and restrictions set forth in this Declaration constitute a general scheme for the development, protection and maintenance of the Properties to enhance the value, desirability and attractiveness of the lots for the benefit of all Owners of lots therein. These covenants, conditions and restrictions are imposed upon Declarant and upon the Owners of all lots. Said covenants, conditions and restrictions are for the benefit of all lots, and shall bind the Owners of all such lots. Such covenants, conditions and restrictions shall be a burden upon and a benefit to not only the original Owner of each lot, but also his successors and assigns. All such covenants, conditions and restrictions are intended as and are hereby declared to be covenants running with the land or equitable servitudes upon the land, as the case may be.

### III

#### **USE OF RESIDENTIAL LOTS**

**Section 1. Residential Use.** Each lot within the Properties shall be improved, used and occupied only for private residential purposes. All dwellings shall be of first class quality. Workmanship and materials shall be substantially the same or better than that of the structures originally built by the Declarant. No building shall be erected, altered or placed or permitted to remain on any lot other than one detached single-family dwelling. All one-story dwellings shall be at least 1700 square feet in size and all two-story dwellings shall be at least 2000 square feet in size as measured by interior area, exclusive of interior garage space. No dwelling height shall exceed thirty (30) feet above ground level.

**Section 2. Animals.** Dogs, cats or usual and ordinary household pets may be kept in any dwelling unit upon a lot, as may be permitted by rules adopted by the Board of Directors, provided that they are not kept, bred or maintained for any commercial purpose. Except as hereinabove provided, no animals, livestock, birds or poultry shall be brought within the Properties or kept on any lot thereof.

**Section 3. Commercial Activity.** No part of the Properties shall ever be used or caused to be used for any business, commercial, manufacturing, mercantile, storing, vending or such other non-residential purposes, except Declarant, its successors or assigns may use the Properties for a model home site and display and sales office during the construction and sales period. Nothing herein shall be deemed to prevent the leasing of any lot or portions thereof from time to time by the Owner thereof for residential purposes only; provided, however, that any such lease of a lot between and

Owner and a lessee shall provide that such lease shall be subject in all respects to the provisions of the Declaration and the Association's Articles of Incorporation and By-Laws, and shall further provide that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

Section 4. Signs. No sign of any kind shall be displayed to the public view on any lot except for one sign of not more than six (6) square feet advertising the property for sale or rent, and signs of Declarant used to advertise the Properties during the construction and sales period, including signs at the model home site, if any. all such signs must comply with local laws and regulations. In no event shall any sign be displayed on any portion of the Properties in contravention of any ordinance of the County of Los Angeles.

Section 5. Vehicles. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat, truck larger than a three-quarter (3/4) ton pickup, recreational vehicle or similar equipment shall be permitted to remain upon any lot or upon any public street other than temporarily, unless placed or maintained within an enclosed garage so as to be hidden from the public view. Temporary parking shall mean parking for a reasonable amount of time of vehicles belonging to guests of Members, delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services to the Association or the Members and parking of vehicles belonging to or being used by Members for loading and unloading purposes.

Section 6. **Drilling.** No water or oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall water wells, oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any lot or within five hundred (500) feet below the surface of the Properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 7. **Trash.** No lot shall be used or maintained as a dumping ground and all rubbish, trash, garbage and like material shall be kept in sanitary containers and regularly removed from the Properties and shall not be allowed to accumulate thereon. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 8. **Antennas.** No projection of any type shall be placed or permitted to remain upon the roof of any building within the Properties with the exception of chimneys and vent stacks. No television, radio, or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any of the lots or on the exterior of any house or buildings constructed on the lots in the Properties.

Section 9. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Owners of nearby or surrounding lots.

Section 10. **Temporary Structures.** No structure of a temporary character such as (but not limited to) a trailer, tent, shack, garage, barn or other

outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

Section 11. **Drainage Easements.** Each grantee of a lot agrees for himself, his heirs, assigns or successors in interest that he will not in any way interfere with the established drainage pattern of his lot from adjoining or other lots in the Properties unless he shall make adequate provisions for proper drainage in the event it is necessary to change the established drainage of his lot. For the purposes hereof, “established drainage” is defined as the drainage which occurred at the time that the overall grading of said Properties, including the landscaping of any lot, was completed by the undersigned Declarant.

Section 12. **Use of Slopes.** No slope shall be used for any purpose other than the planting of plants which in no way adversely affect the stability of such slope. Those purposes are hereby specifically prohibited to include, but are not limited to, the erection of any structure or fence.

Section 13. **No Resubdivision.** No lot in the Properties shall be subdivided.

Section 14. **Alterations of Dwellings.** Any addition to or alteration of any dwelling shall be of first-class workmanship and shall be of style which is in keeping with architectural style of the Properties.

Section 15. **Alteration of Slopes.** There shall be no modification or alteration of any slope within the Properties without the prior written approval of the Board of Directors.

Section 16. **Fences and Other Structures.** No fence, wall or other structure which could interfere with the view of any Owner shall be commenced, erected or maintained on any portion of the Properties without the prior written approval of the Board of Directors. Such approval may be withheld by the Board in the event any such structure will interfere with an Owner's view. Neither the Board nor any member thereof shall have any liability to any party for approving or failing to approve any such structure. Submissions for review and approval shall be made in accordance with procedures adopted from time to time by the Board of Directors.

Section 17. **Existing Improvements.** Notwithstanding anything contained in this Article III to the contrary, any fence, wall, building, structure or other improvement which complies with the provisions of the Original Declaration and which is located on the Properties at the time this Declaration is recorded shall be deemed to be in compliance with the provisions of this Declaration.

#### IV

#### 1 MEMBERSHIP AND VOTING RIGHTS

Section 1. **Membership.** Every person or entity who is a record Owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the fee ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership. Transfer of a lot shall automatically transfer membership in the Association.

Section 2. Voting Rights. The association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of Declarant and shall be entitled to one (1) vote for each lot owned which is subject to assessment. When more than one person holds an interest in any lot, all such persons shall be entitled to all rights and privileges of membership. The vote for such lot shall be exercised as its Owners collectively determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each lot owned which is subject to assessment. The Class B membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

(a) At such time as the total votes outstanding in the Class A membership equal to total votes outstanding in the Class B membership (provided, however, that prior to the earlier of the dates set forth at subparagraph (b) or (c) of this Section 2 next following, the Class B membership of Declarant shall be reinstated whenever additional lands are annexed to the Properties pursuant to Article IX hereof, subject to the subsequent cessation in accordance with this subparagraph (a) and subparagraphs (b) and (c) hereof), or

(b) On the second anniversary of the date of the original issuance of the most-recently-issued subdivision public report for a phase of the Properties, or

(c) On the fourth anniversary of the issuance of the original public report on the Properties.

## V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **Covenant to Pay Assessment.** Declarant, on behalf of itself, and for each lot Owner, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) reimbursement assessments, all such assessments to be established and collected as hereinafter provided. The annual assessments or charges must be in an amount sufficient to include an adequate reserve fund for maintenance, repairs and replacement of all equipment necessary for the proper Slope Maintenance of the Slope Areas that must be replaced on a periodic basis, and this reserve fund must be included in annual assessments rather than within special assessments. Each of such assessments together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such lot at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to such person's successors in title unless expressly assumed by them.

Section 2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the lots and for the improvement, operation and maintenance of the Slope Areas and the performance of the duties of the Association as set forth in this Declaration.

Section 3. **Amount of Annual Assessments.** The maximum monthly payment of annual assessments against each lot shall be \$50.77 per month until September 1, 1978. The annual assessments against each lot shall not be increased by the Board more than 20% over the annual assessments for the preceding year against each lot without the vote or written consent of a majority of the total voting power of the Association (excluding the voting power of the Declarant).

Section 4. **Special Assessments for Capital Improvement.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Slope Area, including fixtures and personal property related thereto or any other action or undertaking on behalf of the Association, provided that any such assessment for all lots for the fiscal year in the aggregate in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year shall be approved by the vote or written assent of both (I) a majority of the voting power of the association, excluding the voting power of the Declarant, and (ii) as long as there are two (2) classes of voting membership, a majority of the voting power of the Association including the voting power of the Declarant, at a meeting duly called for this purpose. Any special assessment in any amount, for purposes other than those related to the care and maintenance of the landscaped Slope Area, shall require approval by the vote or written assent of a majority of the voting power of the Association, excluding the voting power of the Declarant. The foregoing limitation on special assessments shall not apply

to any reimbursement assessment which is authorized by the provisions of this Declaration.

Section 5. **Reimbursement Assessments.** The Association shall levy a reimbursement assessment against any Owner who fails to comply with the provisions of this Declaration, the Association's Articles or By-Laws, or any rule or regulation adopted by the Association, if such failure results in the expenditure of monies by the Association in carrying out its functions hereunder or for purposes of collecting any fines which may be levied by the Association. Such assessment shall be for the purpose of reimbursing the Association, shall be limited to the amount so expended, and shall be due and payable to the Association when levied.

Section 6. **Notice and Quorum for Meetings Called Under Sections 3 and 4.** Written notice of any meeting called to approve an increase in assessments greater than 20% under Section 3 or a special assessment under Section 4 shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of Members or of proxies entitled to cast more than fifty percent (50%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same quorum requirement.

Section 7. **Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis, unless some other frequency of collection is adopted by the Board.

Section 8. **Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence as to all lots within

each phase (including those lots owned by Declarant) for which a final subdivision public report has been obtained on the first day of the month following the conveyance of the first lot within a phase by Declarant to an individual Owner; the annual assessments as to lots in the area which may be annexed pursuant to the terms of the Declaration shall commence with respect to all lots within each phase of such annexed area on the first day of the month following the conveyance of the first lot within such phase by Declarant to an individual Owner. As used herein, the term “phase” shall mean any portion of the Properties for which a final subdivision public report has been issued by the California Department of Real Estate. The first annual assessments shall be adjusted according to the number of months remaining in the fiscal year of the Association. The Board of Directors shall fix the amount of the annual assessment against each lot at least sixty (60) days in advance of each fiscal year of the Association. Written notice of the amount of the annual assessments against each lot shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. In the event the Board shall determine at any time that the estimate of the annual assessment for the current fiscal year is, or will become, inadequate to meet the expenses of the Association for any reason, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the total Association expenses and determine the revised amount of the annual assessment against each Owner, subject to the limitation in Article V, Section 3 hereof. The Association shall have no obligation to commence maintenance of specific Slope Areas until commencement of assessments for the phases containing such Slope Areas, following annexation of such phases.

Section 9. **Certification of Payment.** The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. Said signed certificate shall be conclusive evidence as to all third parties relying thereon to show that all assessments acknowledged therein have been paid but shall not relieve any Owner of the responsibility for assessments not in fact paid.

Section 10. **Effect of Nonpayment of Assessments: Remedies of the Association.** Each Owner of any lot on becoming an Owner of any lot, is and shall be deemed to covenant and agree to pay to the Association each and every of the assessments provided for in this Declaration; and agrees to the enforcement of all such assessments in the manner herein specified. In the event an attorney or attorneys are employed for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys' fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. Any assessment not paid within fifteen (15) days after the date on which it becomes due shall thereafter bear interest from the date of delinquency at the maximum legal rate. in addition to any other remedies herein or by law provided, the Board, or its authorized representative, may enforce the obligations of the Owners to pay the assessments provided for in this Declaration, and each of them, in any manner provided by law or in equity, or without any limitation of the foregoing, by either or both of the following procedures:

(a) Enforcement by Suit. Enforcement of the assessment obligation may be by commencement and maintenance of a suit at law against any Owner or Owners personally obligated to pay assessments for such delinquent assessments as to which they are personally obligated, such suit to be maintained in the name of the Association. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon as provided for herein, costs of collection, court costs and reasonable attorneys' fees in such amount as the Court may adjudge against the delinquent Owner. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

(b) Enforcement by Lien. Enforcement of the assessment obligation may also be by foreclosure of the lien created in accordance with this subsection (b), as follows. There is hereby created a claim of lien, with power of sale, on each and every lot to secure payment to the Association of any and all assessments levied against any and all Owners of such lots pursuant to this Declaration, together with interest thereon as provided for in this Declaration, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time after the occurrence of any delinquency in the payment of any such assessment, the Board or any authorized representative thereof may make a written demand for payment to the delinquent Owner. Said demand shall state the date and amount of the delinquency. Each delinquency shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim of lien and any demand or claim of lien or lien on account of prior delinquencies shall be deemed to include subsequent delinquencies and amounts

due on account thereof. If such delinquency is not paid within ten (10) days after delivery of such demand, the Board or its duly authorized representative may thereafter elect to file and record a claim of lien on behalf of the Association against the lot of the defaulting Owner in the Office of the County Recorder of Los Angeles County. Such claim of lien shall be executed and acknowledged by any officer of the Association and shall contain substantially the following information:

- (1) The name of the delinquent Owner;
- (2) The legal description of the lot against which claim of lien is made;
- (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and estimated attorneys' fees (with any proper offset allowed);
- (4) That the claim of lien is made by the Association pursuant to this Declaration; and
- (5) That a lien is claimed against said lot in an amount equal to the amount stated, together with all other amounts becoming due from time to time in accordance with this Declaration.

Upon such recordation of a duly executed original or copy of such a claim of lien, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the lot against which such assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of this Declaration, except for tax liens for real property taxes on any lot and assessments on any lot in favor of any municipal or other governmental assessing unit and except for certain Trust Deeds as provided in Section 11 below. Any such lien may

be foreclosed by appropriate action in Court or in the manner provided by Sections 2924, 2924(b) and 2924(c) of the California Civil Code for the foreclosure of a deed of trust with power of sale or in any other manner permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any Title Company authorized to do business in California as Trustee for the purpose of conducting such power of sale foreclosure. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other lot Owners and shall secure payment of all sums set forth in the claim of lien, together with all sums becoming due and payable in accordance with this Declaration after the date of recordation of said claim of lien. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any lot. In the event such foreclosure is by action in Court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner of a lot, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner and also hereby expressly waives the defense of the Statute of Limitations applicable to the bringing of any suit or action thereon.

Upon the timely curing of any default for which a notice of claim of lien was filed by the Board and the payment of all sums secured by the lien created by the recordation of such claim of lien, the Board shall cause an officer of the Association to file and record an appropriate release of such claim of lien in the Office of the County Recorder of Los Angeles County, California.

No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use or abandonment of his lot. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of a claim of lien, whether judicially, by power of sale, or otherwise, until the expiration of ten (10) days after a copy of said claim of lien, showing the date of recordation thereof has been mailed to the Owner of the lot which is described in such claim of lien.

Section 11. Subordination to Certain Trust Deeds. The lien for the assessments provided for herein in connection with given lot shall not be subordinate to the lien of any deed of trust or mortgage, except the lien of a deed of trust on mortgage, or contract of sale given and made in good faith and for value by an Institutional Holder and that is of record as an encumbrance against such given lot prior to the recordation of a claim of lien for the assessments provided for in this Declaration against such given lot (such deed of trust or mortgage being hereinafter referred to as a “prior deed of trust”). The sale or transfer of any lot shall not affect any assessment lien created pursuant to the term of this Declaration to secure assessments becoming due whether prior to, on, or after the date of such sale or transfer nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent assessments as provided for by Section 1 of this Article; provided, however, that the sale or transfer of any lot pursuant to a judicial foreclosure or foreclosure by power of sale of a prior deed of trust, or proceeding in lieu of foreclosure of a prior deed of trust, shall extinguish any assessment lien which has attached and become effective with regard to the lot being so transferred prior to the time of such sale or transfer, and shall prohibit the recordation of any assessment lien

against such lot on account of assessments which became due prior to the date of such sale or transfer; provided, however, that there shall be a lien on the interests of the purchaser at such sale which shall attach, be created and become effective and be foreclosed in accordance with this Declaration and which shall secure all assessments becoming due after the date of any such sale or transfer. For the purpose of the Section 11, a sale or transfer of a lot shall occur on the date of recordation of a deed or other instrument of title evidencing the conveyance of record title to the lot.

Section 12. **Exempt Property.** The following property subject to this Declaration shall be exempt from the assessments created herein: All properties dedicated to and accepted by any local public authority.

VI  
**MANAGEMENT**

**Section 1. General Powers of the Association.** All powers relating to the slope Maintenance of the slope Areas, as well as certain rights, duties and powers relating to the lots, as hereinafter set forth, shall be vested in the Board of Directors of the Association. The specific and primary purposes and powers of the Association are to manage and maintain the Slope Areas, owned by the Association or to which the Association holds easements, foster and support community activities of the Members, and the enforcement of the provisions set forth in this Declaration of Covenants, Conditions and Restrictions, and the Association's Articles of Incorporation and By-Laws, and any other instruments relating to the management and control of the Association and the Properties. The Association may do any and all other things that a nonprofit corporation is empowered to do, which may be necessary, convenient or desirable in the administration of its affairs for the specific and primary purposes of meeting its duties as set forth in this Declaration. The Association, through its Board of Directors, shall have the authority to delegate its powers to committees, officers of the Association or its employees.

**Section 2. Contracts of the Association.** The Association shall have the right and power to employ or engage a manager and other employees or agents and contract for such services, labor and materials as it may deem reasonably necessary to operate and maintain the Slope Areas and the improvements thereon and to discharge its other duties as herein provided. The Board of Directors shall not enter into any contracts

for goods or services with a duration greater than one (1) year without the vote or written assent of a majority of the voting power of the Association residing in Members other than the Declarant with the following exceptions: (I) a management contract, the terms of which have been approved by the Federal Housing Administration or Veterans Administration; (ii) a contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate; or (iii) prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration provided that the policy permits for short rate cancellation by the insured. Any agreement for professional management of the Properties, or any contract for services of the Declarant, shall provide for termination by either party without cause or payment of a termination fee on thirty (30) days' written notice, and the term of any such contract shall not exceed one (1) year.

**Section 3. Specific Powers of Association.** In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Landscape, irrigate and maintain the Slope Areas and the plantings and irrigation system within the Slope Areas as depicted on Exhibit "C" in compliance with all applicable requirements of the County Ordinances of the County of Los Angeles and in such a manner as to enhance the appearance thereof and to preserve established slope ratios and prevent erosion and facilitate the orderly discharge of water through established drainage systems. Notwithstanding the foregoing, the Association shall have no obligation to commence maintenance of specific Slope Areas until

annexation of the phases containing those Slope Areas and until commencement of assessments for those phases, as set forth in Article V, Section 8 above. The Association shall have the sole and exclusive authority in all decisions with respect to the Slope Maintenance of the Slope Areas. At the time of conveyance of Slope Area title or easements to the Association, the landscaping of such Slope Areas shall have been completed by Declarant in a good workmanlike manner, or a bond shall be provided adequate to assure such completion. Thereafter, the Association shall maintain the quality of Slope Areas landscaping and improvements in a manner consistent therewith;

(b) Maintain such policy or policies of insurance as the Board deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members including, but not limited to, hazard and liability insurance, fidelity bonds, workmen's compensation and officers' and directors' liability insurance. The Association shall be required, if available and if economically feasible in the opinion of the Board, to maintain hazard and extended coverage insurance on insurable Slope Area improvements on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs);

(c) Have the authority to obtain, for the benefit of the Slope Areas, commonly metered utility services;

(d) Have a duty to maintain all drainage facilities and easements owned by the Association, if any;

(e) Pay taxes or assessments which are or could become a lien on property owned by the Association, if any;

(f) Prepare budgets and financial statements for the Association and its Members as prescribed in the By-Laws of the Association;

(g) Formulate rules for the operation of the Slope Areas and any other areas which are controlled or maintained by the Association;

(h) Initiate and execute disciplinary proceedings against Members of the Association for violations of provisions of this Declaration or the Association's Articles or By-Laws in accordance with the procedures set forth in these instruments.

Section 4. **Access to Lots.** The Association and its representatives shall have the right to enter upon any lot within the Properties to the extent such entry is necessary in connection with the performance by the Association of its duties and responsibilities under this Article or under this Declaration and for the construction, operation, maintenance or performance of emergency repairs for the benefit of the Slope areas.

Section 5. **Limitation on Powers of the Association.** The Association shall be prohibited without the prior vote or written assent of a majority of the voting power of the Association (excluding the voting power of the Declarant) from taking any of the following actions:

(a) Incurring aggregate expenditures for capital improvements to any portion of the Properties in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the association for that fiscal year;

(b) Selling during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year; or

(c) Paying compensation to members of the Board of Directors or to officers of the Association for services performed in the conduct of the Association's business provided, however, that the Board of Directors may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

## VII EASEMENTS

Section 1. Owners' Rights and Duties: Utilities. The rights and duties of the Owners of lots within the Properties with respect to sanitary sewer and water, electricity, gas and telephone and cable television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer house connections and/or water house connections or electricity, gas, or telephone and cable television lines or drainage facilities are installed within the Properties, which connections, lines or facilities, or any portion thereof, lie in or upon lots owned by persons other than the Owner of a lot served by said connections, the Owners of any lots served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the lots or to have utility companies enter upon the lots within the Properties in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below;

(b) Wherever sanitary sewer house connections and/or water house connections or electricity, gas or telephone or cable television lines or drainage

facilities are installed within the Properties, which connections serve more than one lot, the Owner of each lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his lot;

(c) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board of Directors who shall decide and make an assessment against any or all of the Owners involved, which assessment shall be collected and enforced in the manner provided by this Declaration.

Section 2. Utilities. Easements over the lots for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby granted by the Declarant for the benefit of the Association and the Owners of the lots.

Section 3. Slope and Irrigation Easements. There shall be granted to the Association easements over the Slope Areas of the Properties as depicted on Exhibit "C" hereto for Slope Maintenance purposes and for purposes of access to the Slope Areas and for the operation and maintenance of irrigation facilities and systems as required by the terms of this Declaration. Each Owner of a lot agrees for himself, his assigns or successors in interest that he will permit free access by the Association and by Owners of adjacent or adjoining lots to Slope Areas, irrigation facilities, or drainage ways located on his lot which affect said adjacent or adjoining lots, when such access is essential for the Slope Maintenance of the Slope Areas.

Section 4. Mailbox Easements. Mailboxes may be provided in clusters in front yards along the curbside in conformity with current federal postal regulations.

The precise location of such mailboxes shall be determined by Declarant and the Road Department of the County of Los Angeles, and each Owner will be notified, at the time of sale, of the location of his mailbox and any other mailboxes to be located on his lot. Mailboxes shall be uniform in design and color, and the maintenance of each mailbox shall be the duty of the Association. Each lot on which there are mailboxes located for the delivery of mail to Owners of lots other than the lot on which the mailboxes are located shall be subject to irrevocable licenses in favor of the United States Postal Service and persons for whom mail is delivered in said mailboxes, for the purposes of necessary access to said mailboxes for the delivery and receipt of mail. The rights and duties provided in this Article shall run with the land and shall be binding on each Owner and their heirs, successors and assigns, but shall expire at such time as the United States Postal Service shall agree to deliver mail to individual lots in other than curbside mailboxes.

Section 5. Establishment. Each of the easements provided for in this Declaration shall be deemed to be established upon the recordation of this Declaration, and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the lots superior to all other encumbrances applied against or in favor of any portion of the Properties which is the subject of this Declaration. In furtherance of the easements provided for in this Declaration the individual grant deeds to lots may, but shall not be required to, set forth said easements.

## VIII

### ANNEXATION

Section 1. **Annexation With Consent of Owners.** Additional lots and Common Area may be annexed to the Properties with the consent of at least two-thirds (2/3) majority of the voting power of the Association, excluding the voting power of the Declarant; or

Section 2. **Annexation Without consent of Owners.** If, at any time prior to the third anniversary date of the original issuance of the most-recently-issued public report for a phase of the Properties (but no later than October 13, 1982), the Declarant acquires title to all or any portion of the additional lands within the areas described in Exhibit "D" which is attached hereto and by this reference made a part hereof, such additional lands may be annexed to the Properties without the assent of the Class A members and be made subject to the Declaration and thereby become subject to the jurisdiction of the Association, provided, however, that the conditions of this Article regarding such annexation must be satisfied. With regard to the real property described in Exhibit "D", Declarant shall annex Tract 27590 to the Properties concurrently with recordation of this Declaration. Regarding the balance of property set forth in Exhibit "D", Declarant hereby agrees to annex each portion that is acquired by Declarant, with annexation of each such portion to occur concurrently with acquisition of title, subject to approval of the Board as set forth below in this Section 2. No annexation shall occur after October 13, 1982, except in accordance with Section 1 immediately above. The annexation of the additional lands described in this Section shall be in accordance with a

general plan set forth in this Article, which general plan requires that two conditions in particular must be satisfied, as follows:

(a) Detailed plans for the care and maintenance of landscaped Slope Areas within the additional lands must be submitted to the California Department of Real Estate. If the California Department of Real Estate determines that such detailed plans are not in accordance with the general plan on file, and such agency so advises the Association and the Declarant, then annexation of the additional lands shall be made in accordance with Section 1 immediately above, provided the Board can obtain the required two-thirds (2/3) vote of Owners other than Declarant within thirty (30) days of receipt of such a determination from the Department of Real Estate. It is understood that the Association shall have no responsibility for maintenance or care of any recreational facilities developed within any of the Properties. The approval procedure set forth herein does not relate to plans for any such recreational facilities, but applies only to plans for care and maintenance of landscaped Slope Areas;

(b) With regard to each particular portion or phase of additional land to be annexed, the Declarant must provide the Board with statistical information sufficient to establish that the amount of Slope Area therein shall not result in a disproportionate increase in total Slope Area within the Properties. More specifically, after each annexation the ratio of the square footage of all Slope Areas in the Properties to total gross square footage of the Properties shall not exceed by more than ten percent (10%) the ratio of such Slope Area footage to total gross square footage prior to each such annexation. By way of example, but not by way of limitation, if prior to annexation of a specific phase of the additional land, the total Slope Area square footage comprises

forty percent (40%) of all the square footage of the Properties, then after annexation the total Slope area must not exceed forty-four percent (44%) of the total area of the Properties. (For purposes of this article, the term “total gross square footage of the Properties” shall include both dedicated and nondedicated land within the perimeter boundary of the Properties and all such land within the “blue line” of any tentative tract map prepared for property to be annexed.) In addition to the foregoing limitation, the increase in Slope Area resulting from any annexation shall not increase the cumulative average Slope Area square footage per lot by more than ten percent (10%) above such average prior to annexation. If the increase in Slope Area would exceed either of the allowed increases set forth herein, the Board may refuse to allow annexation of the particular phase of additional land proposed for annexation. For purposes of information only, there is attached hereto as Exhibit “E” a table setting forth the anticipated effect of annexation of the properties set forth in Exhibit “D”.

In the event that the California Department of Real Estate determines that the detailed development plans for any proposed phase are not in conformity with the general plan on file and the Board is not able to obtain the required consent for annexation under Section 1 above, or if the Board refuses to allow the annexation of any such phase due to a Slope area increase in excess of the allowed limits, the Declarant shall be relieved of any further obligation to annex that phase or any other Exhibit “D” property not then annexed to the Association. any outstanding notice of annexation shall thereupon automatically terminate, and the Declarant shall have the right thereafter to acquire, develop, sell or otherwise deal with that phase and such other remaining property independent of this Declaration and the Association.

Section 3. **Supplementary Declaration.** The additions authorized under the foregoing section shall be made by filing of record a Supplementary Declaration of Covenants, conditions and Restrictions (“Supplementary Declaration”), or similar instrument, with respect to the additional property which shall extend the plan of this Declaration to such property. such Supplementary Declaration shall provide, among other things, that the dwellings to be constructed on any lots annexed pursuant to this Article without the consent of the Owners must be of comparable style, quality, size and cost and shall be so constructed to as to have similar styles, floor plans, sizes and building quality as those buildings previously constructed within the Properties. Such supplementary Declarations may also contain such complementary additions or modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property as are not inconsistent with the plan of this Declaration. In no event, however, shall any such Supplementary Declaration result in a merger or consolidation of, or revoke, modify, or add to the covenants established by this Declaration within the existing property, except as hereinafter otherwise provided. The recordation of said supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the SPYGLASS HOMEOWNERS’ ASSOCIATION, and thereafter all of the Owners of lots in said real property shall be Members of the SPYGLASS HOMEOWNERS’ ASSOCIATION, in accordance with the terms and provisions of this Declaration and such Supplementary Declaration.

## **IX**

### **NOTICES**

In each instance in which notice is to be given to the Owner of a lot, the same shall be in writing and may be delivered personally, in which case personal delivery of such notice to one or two more co-owners of a lot, or to any general partner of a partnership owning such a lot, shall be deemed delivery to all of the co-owners or to the partnership as the case may be, and personal delivery of the notice to any officer or agent for the service of process of a corporation owning such lot shall be deemed delivery to the corporation or such notice may be delivered by United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Owner of such lot at the most recent address furnished by the Owner in writing for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such lot, and any notice so deposited in the mail within Los Angeles County, California, shall be deemed delivered forty-eight (48) hours after such deposit. any notice to be given to the Association may be delivered personally to any member of the Board, or delivered in such other manner as may be authorized by the Association. Any notice to be given to the Association shall be delivered by the United States mail, certified or registered, postage prepaid, return receipt requested, and any notice so deposited in the mail within Los Angeles County, California, shall be deemed delivered forty-eight (48) hours after such deposit.

X

**RIGHTS OF LENDERS**

Notwithstanding any provisions to the contrary as may be provided elsewhere in this Declaration, Lenders shall have the following rights:

Section 1. **Notice to Institutional Holders of Default.** Any Institutional Holder of any Mortgage on a lot shall be entitled to receive upon written request to the Association written notification from the Association of any default by the Owner (trustor) of such lot in the performance of such Owner's obligations under the Declaration or the Association's Articles or By-Laws which is not cured within thirty (30) days from the date of such default.

Section 2. **Assessments on Foreclosure.** Any institutional Holder of any Mortgage who obtains title to a lot pursuant to the remedies provided in the Mortgage, or through foreclosure of the Mortgage shall take title to such lot free of any claims for unpaid assessments or charges against such lot which accrued prior to the acquisition of title to such lot by the Institutional Holder of the Mortgage.

Section 3. **Right of first Refusal.** Any Institutional Holder of a Mortgage who obtains title to a lot pursuant to the remedies provided in the Mortgage or through foreclosure of the Mortgage, or deed (or assignment) in lieu of foreclosure shall be exempt from any right of first refusal which may now or in the future exist for the benefit of the Association.

Section 4. **Required Consent of Owners.** Unless at least 75% of all Owners (based on one vote for each lot owned), excluding Declarant, have given their prior written approval, the association and the Owners shall not be entitled to:

(a) Change the method of determining the obligations, assessments (whether annual or special), dues or other charges which may be levied against the Owner of a lot.

(b) By act or omission seek to abandon, partition, release, subdivide, encumber, sell or transfer any property or any improvements which are owned, directly or indirectly, by the Association.

(c) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design of the dwellings situated on each lot or the upkeep of the Slope Areas within the Properties.

(d) Use hazard insurance proceeds for losses to the Slope Areas or to commonly owned property, if any, for other than the repair, replacement or reconstruction of such improvements.

(e) Fail to maintain fire and extended coverage on the Slope Areas and insurable commonly owned property, if any, on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost), if such insurance is available and if, in the opinion of the Board, such insurance coverage is economically feasible.

(f) Abandon or terminate the Association, except for abandonment, partition or termination as may be provided by law.

(g) Adopt any material amendment to this Declaration or to the By-Laws of the Association.

(h) Fail to maintain an adequate reserve fund for the replacement of equipment and facilities used for Slope Maintenance.

Section 5. **Rights of Institutional Holders.** All Institutional Holders of Mortgages on individual lots shall, upon written request to the Association, be entitled to:

(a) Inspect the books and records of the association during normal business hours.

(b) Receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association.

(c) Receive written notice of all meetings of the Owners of the Association and shall be entitled to designate a representative to attend all such meetings.

Section 6. **Payment of Taxes and Insurance Premiums.** Institutional Holders of Mortgages on lots within the Properties may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge or lien against any common property, if any, and may pay overdue premiums on hazard insurance policies or secure hazard insurance coverage upon the lapse of a policy for any commonly owned property and the mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

Section 7. **Priority on distribution of Proceeds.** No Owner or any other party shall have priority over any rights of Institutional Holders of Mortgages upon individual lots pursuant to their Mortgages in the case of a distribution to Owners of

insurance proceeds or condemnation awards for losses to or a taking of all or any portion of the commonly owned property, if any, and/or the individual lots and improvements thereon.

Section 8. **Notice of Destruction or Taking.** In the event that any lot or the improvements thereon or any commonly owned property, if any or portions thereof, are substantially damaged or destroyed, or are made the subject of any condemnation proceeding in eminent domain or are otherwise sought to be acquired by a condemning authority, the association shall promptly notify all Institutional Holders of Mortgages who have requested such notice in writing affected by such destruction, taking or .... threatened action.

Section 9. **Insurance.** Notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for planned unit development projects (if applicable) established by Federal Home Loan Mortgage Corporation, so long as the Mortgage Corporation is a Mortgagee or Owner of a lot within the Properties, except to the extent such coverage is not available or has been waived in writing by the Mortgage Corporation.

Section 10. **Mortgage Protection Clause.** No breach of the covenants, conditions or restrictions herein contained, nor any lien created hereby, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value encumbering any lot, but all of said covenants, conditions, and restrictions shall be binding upon and effective against any Owner whose title is deprived through foreclosure or trustee's sale, or otherwise, except as otherwise provided in this Article.

Section 11. **Conflicts.** In the event of any conflicts between any of the provisions of this Article and any other provisions of the Declaration, the provisions of this Article shall control.

## XI

### **ENFORCEMENT OF BONDED OBLIGATIONS**

In the event that the improvements to any commonly owned property or Slope Areas within the Properties have not been completed prior to the issuance of a Final Subdivision Public Report covering such tract by the Department of Real Estate of the State of California, and the Association is obliged under a bond or other arrangement (hereinafter the “Bond”) to secure performance of the commitment of Declarant to complete such improvements, the following provisions shall apply:

(a) The Board shall consider and vote on the question of action by the Association to enforce the obligations under the Bond with respect to any improvements for which a Notice of Completion has not been filed within sixty (60) days after the completion date specified for such improvement in the Planned Construction Statement appended to the Bond. If the Association has given an extension in writing for the completion of any common improvement, the Board shall consider and vote on the aforesaid question if a Notice of Completion has not been filed within thirty (30) days after the expiration of such extension.

(b) In the event that the Board determines not to initiate action to enforce the obligations under the Bond, or in the event the Board fails to consider and vote on such question as provided above, the Board shall call a special meeting of the

Members for the purpose of voting to override such decision or such failure to act by the Board. Such meeting shall be called according to the provisions of the By-Laws dealing with meetings of the Members, but in any event such meeting shall be held not less than fifteen (15) days nor more than thirty (30) days after receipt by the Board of a petition for such meeting, signed by Members representing ten percent (10%) of the total voting power of the Association.

(c) The only Members entitled to vote at such meeting shall be the Owners other than Declarant. A vote at such meeting of a majority of the voting power of such Members, other than Declarant, to take action to enforce the obligations under the Bond shall be deemed to be the decision of the Association and the Board shall thereafter implement such decision by initiating and pursuing appropriate action in the name of the Association.

## **XII**

### **ATTORNEYS' FEES**

In the event of any controversy or claim respecting this Declaration, or in connection with the enforcement of this Declaration, the prevailing parties shall be entitled, in addition to all expenses, costs and damages, to reasonable attorneys' fees, whether or not such controversy or claim is litigated and prosecuted to judgment.

**XIII**  
**GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association, or any Owner or the successor in interest of an Owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Should any of the covenants contained in this Declaration be void or be or become unenforceable in law or in equity, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

**Section 3. Term.** Subject to the limitations set forth in Section 4 of this Article, this Declaration and the covenants herein contained shall be in effect until December 31, 2026, and shall automatically be extended for successive periods of ten (10) years unless within six (6) months prior to the expiration of the initial term or any ten (10) year renewal period a written agreement executed by the then record Owners of more than three-fourths (3/4) of the lots within the Properties shall be placed on record in the Office of the County Recorder of the County of Los Angeles by the terms of which agreement the effectiveness of this Declaration is terminated or the covenants herein

contained are extinguished in whole or in part as to all or any part of the property then subject thereto.

Section 4. **Amendments.** This Declaration of Covenants, Conditions and Restrictions may be amended only by the affirmative assent or vote of both (I) two-thirds (2/3) of the voting power of the Association including the voting power of the Declarant and (ii) two-thirds (2/3) voting power of the Members other than Declarant; provided, however, that the percentage of voting power necessary to amend a specific clause or provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause. Further, this amendment provision shall not be amended to allow amendments by the assent or vote of less than the prescribed percentage of voting power required for amendments hereof. Any amendment or modification must be properly recorded to be effective.

Section 5. **Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract and for the maintenance of the Slope Areas. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation of construction.

Section 6. **Singular Includes Plural.** Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 7. **Nuisance.** The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this

Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Architectural Committee, the Association, or any other land owner in the Properties. Such remedy shall be deemed cumulative and not exclusive.

Section 8. Conflicts. In case of any conflict between this Declaration and the Articles of Incorporation or By-Laws of the Association, this Declaration shall control.

Section 9. The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered hereby, and hereby evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

.....etc.

