

Instrument #16342

BOOK 3464 PAGE 529

RECORDED AT REQUEST OF

Title Ins. & Tr. Co....1

At 8:01 A.M.

Official Records Ventura County

APR 2 - 1969 1

**DECLARATION OF AMENDMENT OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS**

1529

This Declaration is made this 1<sup>st</sup> day of April, 1969, by SPRUCE LAND CORPORATION, a California corporation, and BANK OF CALIFORNIA, N. A., Trustee,

WITNESSETH:

WHEREAS, a certain Declaration of Covenants, Conditions, Restrictions and Reservations was made and executed by Spruce Land Corporation, recorded March 11, 1969 in Book 3455, Pages 31 through 68, inclusive, of Official Records of the County Recorder of the County of Ventura; and,

WHEREAS, the Bank of California, N. A., Trustee, now holds title, as trustee, to the real property covered by said Declaration; and,

WHEREAS, said Declaration of Conditions, Covenants, Restrictions and Reservations was amended by Declaration of Amendment of Covenants, Conditions, Restrictions and Reservations recorded March 28, 1969 as Instrument No. 15640 in Book 3463 at page 82 of Official Records of the County Recorder for the County of Ventura; and,

WHEREAS, Spruce Land Corporation and Bank of California, N. A., trustee, desire to amend said Declaration,

NOW, THEREFORE, Spruce Land Corporation and Bank of California, N. A., Trustee, hereby amend, for the mutual benefit of all successors and assigns of them, and each of them, the aforesaid Declaration of Covenants, Conditions, Restrictions and Reservations as follows:

1530 "I.

Clause VII of said Declaration is hereby amended so as to delete from the description of lands in Paragraph 1 of said Clause VII the real property described in Exhibit "A" hereto."

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their seals to be affixed hereto on the date first above written.

SPRUCE LAND CORPORATION

BANK OF CALIFORNIA, N. A., TRUSTEE

By: S/B Wendall A. Smith  
Vice President

By: S/B R. C. Murray  
Vice President & Trust Officer

Attest:  
S/B Betty K. Shea  
Secretary

By: S/B H.R. Billings  
Trust Officer

..532 That portion of Tract P of the Rancho Simi, in the County of Ventura, State of California, as per map recorded in Book 3, Page 7 of Miscellaneous Records in the office of the County Recorder of said county, described as follows:

PARCEL "A":

Beginning at the northeasterly corner of Lot 1 of Tract 2008, Unit No. 1, recorded in Book 51, Pages 25 to 32, inclusive, of Miscellaneous Maps; thence along the boundary of said Unit No. 1, South 3° 27' 38" East 578.09 feet; South 65° 22' 35" West 369.61 feet; and North 68° 55' 58" West 142.71 feet; thence leaving said boundary South 1450.08 feet, more or less, to the southerly line of the land described in Deed to Spruce Land Corporation recorded in Book 3311, page 104, Official Records of said county; thence along said southerly line North 84° 47' 46" East 2067.69 feet to the TRUE POINT OF BEGINNING; thence continuing along said southerly line North 84° 47' 46" East to the most southeasterly corner of said land described in said Deed; thence northerly along the most easterly line of said land described in said Deed, said easterly line being the easterly boundary of said County of Ventura, North 1° 23' 35" East to a point thereon which is South 1° 23' 35" West 360.00 feet from the 2 ½ mile point as shown on the map of said Tract 2008 Unit No. 1, thence leaving said easterly boundary South 48° 38' 04" West 2395.78 feet, more or less, to the TRUE POINT OF BEGINNING.

PARCEL "B":

Beginning at the most easterly corner of Lot 586 of Tract 2008, Unit No. 5, recorded in Book 51, Pages 66 to 75, inclusive of Miscellaneous Maps; thence along the boundary of said Unit No. 5, and of Tract No. 2008, Unit No. 2, recorded in Book 51, Pages 33 to 44, inclusive, of Miscellaneous Maps and of Tract No. 2008, Unit No. 1, recorded in Book 51, Pages 25 to 32, inclusive, of Miscellaneous Maps the following courses, North 8° 09' 37" East 550.00 feet, North 82° 00' 41" East 1614.00 feet, North 59° 09' 58" East 1913.82 feet, South 78° 00' 00" East 1434.41 feet to the most southeasterly corner of Lot 42 of said Unit No. 1; thence continuing<sup>..533</sup> along the prolongation of said boundary line South 78° 00' 00" East to the southerly line of the land described in Deed to Spruce Land Corporation recorded in Book 3311, Page 104, Official Records of said county; thence westerly along said southerly line through its various courses to the POINT OF BEGINNING.

"EXHIBIT A"

182 DECLARATION OF AMENDMENT OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS

This Declaration is made this 28<sup>th</sup> day of March, 1969 by SPRUCE LAND CORPORATION, a California corporation, and BANK OF CALIFORNIA, N.A., Trustee.

WITNESSETH:

WHEREAS, a certain Declaration of Covenants, Conditions, Restrictions and Reservations was made and executed by Spruce Land Corporation, recorded March 11, 1969 in Book 3455, Pages 31 through 68, inclusive of Official Records of the County Recorder of the County of Ventura; and,

WHEREAS, the Bank of California, N.A., trustee, now holds title, as trustee, to the real property covered by said Declaration; and,

WHEREAS, Spruce Land Corporation is the record owner of the real property described in Paragraph V of this Declaration adjacent to the real property subject to the aforesaid Declaration recorded on March 11, 1969; and,

WHEREAS, Spruce Land Corporation and Bank of California, N.A., trustee, desire to amend said Declaration,

NOW, THEREFORE, Spruce Land Corporation and Bank of California hereby amend, for the mutual benefit of all successors and assigns of them, and each of them, the aforesaid Declaration of Covenants, Conditions, Restrictions and Reservations as follows:

183 The definition of Owner as set forth in Clause II of said Declaration, on page three thereof, is hereby deleted, and the following definition is substituted therefor:

"OWNER.

The record ownership, whether one or more persons or entities, of a fee simple title to any lot which is a part of the real property subject hereto (but excluding those having such interest merely as security for the performance of an obligation), and the vendee of any such lot under an installment sale contract."

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Paragraph 23 of Clause III of said Declaration at pages sixteen and seventeen thereof is hereby deleted, and the following paragraph is substituted therefor:

"23. EASEMENTS.

Declarant hereby reserves easements over, under, and through the front fifteen (15) feet of, the ten (10) feet of each side of, and the rear ten (10) feet of, each lot for recreational trails, ingress and egress, access, roadway purposes, and for the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation and inspection of sewer, water, drainage, electric, gas, telephone, tree planting, and cable television facilities for the benefit of adjoining land owners and/or Declarant, authority, commission, corporation, municipality or other agencies supplying such facilities,

together with the right of Declarant to grant said easement<sup>184</sup> or easements to any individual, firm, corporation, municipality, district, commission, authority, or agency, and the right to grant or dedicate such easements, in part or in full, to the public use without the joinder of any owner. Further, Declarant hereby reserves slope easements on all lots for the construction, reconstruction, maintenance and repair of private and public roads and streets within the tract."

III

Paragraph 2 of Clause V of said Declaration, at page 23 thereof, is hereby amended to delete the word "recorded" from the seventh (7<sup>th</sup>.) line of said paragraph.

IV

Paragraph 23 of Clause V of said Declaration, at page 32 thereof, is hereby added as follows:

"23. CONVEYANCE TO DISTRICT.

In the event the County of Ventura determines that the Association has failed or is failing to maintain the roads, streets, and road and street lighting systems owned by the Association, the Association will, upon demand of the County of Ventura, forthwith transfer ownership of said roads, streets and road and street lighting systems to a maintenance, improvement, or other district designated by said County of Ventura, which district will thereafter be charged with the maintenance of such facilities."

<sup>185</sup>V

Clause VII is hereby added to said Declaration at page 37 thereof following Paragraph 10 of Clause VI:

"CLAUSE VII

INCLUSION OF ADJACENT LANDS

1. Spruce Land Corporation is the record owner of that certain real property situated in the County of Ventura, State of California, described as:

All of the land described in the deed to Spruce Land Corporation, a California corporation, recorded May 29, 1968, as Document No. 26810 in Book 3311, Page 104, Official Records of said County; Excepting that portion of said land described in the deed to North American Rockwell Corporation, a Delaware corporation, recorded September 30, 1968, as Document No. 50795 in Book 3373, Page 508, Official Records of said county; and,

Also excepting that portion of said land included within and described as Tract Nos. 2008-1, 2008-2, 2008-3, 2008-4, and 2008-5, as per maps recorded in Book 51, Pages 25 through 75, inclusive, of maps, in the office of the County Recorder of said county."

2. In the event that all or any part of the real property described in Paragraph 1 of this Clause VII is hereafter transferred to an owner, as defined in Clause II hereof, for residential purposes, each such lot so transferred <sup>186</sup> shall thereupon, until five (5) years from the date of this Declaration, automatically be subject to these covenants, conditions, restrictions and reservations and said owner shall immediately thereupon become subject to all obligations and requirements hereunder and entitled to all benefits hereunder, including membership in the Association; the common areas created by such subdivision or re-subdivision of all or any part of the property described in Paragraph 1 of this Clause VII shall

be conveyed to the Association no later than upon transfers to owners for residential purposes of all lots within the subdivision, within which such common area or areas are located, for the use of all members of the Association. If the transfer referred to herein occurs after five (5) years from the date of this agreement, then the property so transferred shall be subject to these Covenants, Conditions, Restrictions and Reservations only upon the affirmative vote of a majority of the members of the Association then entitled to vote.

Upon becoming a member of the Association, as provided for herein, an owner of a lot within the property described in Paragraph 1 of this Clause VII shall be entitled to the use of all common areas to which other members of the Association are entitled on the terms and conditions set forth herein.

For the benefit of all the real property described herein, the real property described in Paragraph 1 of this Clause VII, excepting therefrom the real property described in Exhibit "A" hereto, is hereby restricted to the uses and purposes set forth in Paragraph 1 of Clause III hereof."

VI

Paragraph 4 of Clause VI of said Declaration at Page 35 thereof is hereby deleted and the following paragraph is substituted therefor:

§4. NULLIFICATION OF COVENANTS.

These restrictions may be revoked, modified, amended or supplemented in whole or in part and any or all of subject property may be released from any part or all of said restrictions at any time, provided the owners of at least two-thirds (2/3) of said lots consent thereto in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Office of the County Recorder of Ventura County, California. Upon and after the effective date of any such changes, it or they shall be binding upon all persons, firms and corporations then owning any lot, part or parcel in or of subject property and shall run with the land and bind all persons claiming by to or under any one or more of them."

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the date first above written.

SPRUCE LAND CORPORATION,  
a California corporation.  
By: S/B William S. Warr  
President

Title: Trust Officer  
S/B Michael Don Halkworth  
Witness

BANK OF CALIFORNIA, N.A.

By: S/B R. C. Murray  
Title: Vice President &  
Trust Officer  
By: S/B H. R. Billings

Job No. 6817

March 27, 1997

L89 LEGAL DESCRIPTION

(Proposed Pit Excavation Site & Proposed Lots 741 & 743, Tract No. 2008-1)  
WOODLAND HILLS COUNTRY ESTATES ASSOCIATION

That portion of Tract P of the Rancho Simi, in the county of Ventura, State of California, as per map recorded in Book 3, Page 7 of Miscellaneous Records in the office of the County Recorder of said county, described as follows:

Beginning at a point on the easterly line of said Tract P, being the easterly boundary of said County of Ventura, said point being the 2 ½ Mile Point as shown on the map of Tract No. 2008, Unit No. 1 (Sheet B), recorded in Book 51, Pages 25 to 32, inclusive, of Miscellaneous Maps; thence along said boundary, North 0° 13' 50" East 776.16 feet to the southeasterly line of E. Bell Canyon Road as shown on said Unit No. 1; thence in a general westerly direction along said E. Bell Canyon Road, in all its various curves and courses, to the northeasterly corner of Lot 1 of said Tract No. 2008, Unit No. 1; thence along the boundary of said Unit No. 1, South 3° 27' 38" East 578.09 feet, South 65° 22' 35" West 369.61 feet and North 63° 55' 58" West 142.71 feet; thence leaving said boundary, South 1450.08 feet, more or less, to the southerly line of the land described in Deed to Spruce Land Corporation recorded in Book 3311, Page 104, Official Records of said county; thence along said southerly line North 84° 47' 46" East 2067.69 feet; thence leaving said southerly line, North 48° 38' 04" East 2395.78 feet, to a point on said easterly line of Tract P, said point being distant thereon, South 1° 23' 35" West 360.00 feet from the point of beginning; thence along said easterly line, North 1° 23' 35" East 360.00 feet to the point of beginning.

Containing 139.49 acres, more or less.

EXHIBIT "A"

Instrument #12385

BOOK 3463 PAGE 31  
RECORDED AT REQUEST OF  
Title Ins. & Tr. Co....1  
AT 30 MIN. PAST 2P M  
OFFICIAL RECORDS OF VENTURA COUNTY  
MAR 11 1969 1

L31 DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS

THIS DECLARATION, made this 26<sup>th</sup> day of February, 1969, by SPRUCE LAND CORPORATION, a California corporation (hereinafter called "Declarant").

WITNESSETH:

WHEREAS, Declarant is the record owner of the real property described in clause I of this declaration (hereinafter sometimes referred to as "subject property"); and

WHEREAS, Declarant has established a general plan of development of subject property and the lots therein for the benefit of subject property and each and every lot, part or parcel thereof or therein, and desires to secure the uniform development of subject property in said lots, parts and parcels in accordance with said plan;

NOW THEREFORE, the Declarant does hereby fix and establish for the mutual benefit of all successors and assigns of Declarant the following covenants, conditions and restrictions, viz:

CLAUSE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is subject to said covenants, conditions and restrictions is situated in the County of Ventura, State of California, and is described and shown as: Lots 1 to 716 inclusive of Tract Nos. 2008-1, 2008-2, 2008-3, 2008-4, and 2008-5, as per maps recorded in Book 51, Pages 25 to 75 inclusive of Maps, in the office of the county recorder of said county.

CLAUSE II

DEFINITIONS

For the purposes hereof, the following explanations and definitions of words, terms and phrases shall govern unless the context thereof indicates differently:

L32 Architectural Committee: The committee provided for in Clause IV hereof.

Accessory Building: A subordinate building or portion of the principal building other than a garage the use of which is incidental to that of the principal building and customary in connection with that use.

Association: The Woodland Hills Country Estates Association, as provided for in Clause V hereof.

Barn: A large building for the storage of farm products or feed and usually for the housing of farm animals or farm equipment.

Building: Any structure having a roof supported by columns or by walls and intended for the shelter, housing or enclosure of any person, animal, chattel or property of any kind.

Building Height: The vertical distance measured from the established ground level to the highest point of the following:

(a) The top side of the ceiling beams in the case of a flat roof;

(b) The deck line in the case of a mansard roof; and

(c) The mean level of the top side of rafters between the eaves and the ridge in the case of a gable, hip or gambrel roof. Chimneys shall not be included in calculating the building height.

Common Area: All real property, including private roads, owned by the Association for the common use and enjoyment of the members of the Association.

Corral: A pen or enclosure for the confining, capturing or holding of livestock.

Dwelling: A residential building for single-family occupancy permitted to be built hereunder, not including accessory buildings or garages.

Family: One or more persons each related to the other either  $\perp_{33}$  by blood, marriage or legal adoption, or a group of not more than three persons not also related, together with his or their domestic servants, maintaining a common household in a dwelling.

Garage: A building or portion of a building designed for the purpose of parking and sheltering automobiles, whether attached, partially attached, or separate from the dwelling.

Grade: Any excavation or fill, or any combination thereof upon all or any part of a lot, or any slope or other condition that results from any excavation or fill.

Lot: Each parcel of land shown as a lot in the final map of subject property and designated on said map by a separate number, with the exception of the common area.

Lot Area: The area of a horizontal plane, bounded by the vertical planes through front, side and rear lot lines.

Lot Line, Front: That boundary line of a lot which is along a street line, except as otherwise designated by the Architectural Committee. On corner lots (i.e., lots bounded on two sides by streets), the front lot line shall be the line designated by the Architectural Committee.

Lot Line, Rear: That boundary line of a lot which is most distant from, and is, or is approximately parallel to the front lot line.

Lot Line, Side: Any boundary line of a lot which is not a front or rear lot line.

Member: Every person or entity who holds membership in the Association.

Owner: 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, but excluding those having such interest merely as security for the performance of an obligation.

Stable: A building in which domestic animals are sheltered and fed.

$\perp_{34}$  Stall: A compartment within a stable.

Story: That portion of a building included between the surface of any floor and the surface of the floor next above; or, if there is no floor above, the space between the floor and the ceiling next above. A basement shall not be counted as a story.

Story, Half: A space under a sloping roof which has the line of intersection of roof decking and wall not more than three feet (3') above the top floor level, and in which space not more than sixty percent (60%) of the floor area if completed for principal or accessory use.

Structure: Anything erected, constructed, placed, laid or installed in, on or over said real property, the use of which requires a location on or in the ground.

### CLAUSE III

#### GENERAL RESTRICTIONS

##### 1. LAND USE AND BUILDING TYPE.

All lots (except as provided in Clause III, Section 26) shall be used for private single family residence purposes only. On each lot not more than one detached single family dwelling, one



detached dwelling for servants and/or guests (without kitchen or kitchen facilities other than a small kitchenette to be used only for preparing breakfasts and light lunches) which shall never be rented or used otherwise than for the housing of servants and/or guests, one private garage designed for use by not less than three (3) automobiles, one barn or stable for the housing of any animals or fowl, a corral, a swimming pool, patios, walkways, fences and such other structures as may be appurtenant thereto, shall be erected, constructed or maintained.

No building, any part of which is for dwelling purposes, shall in any manner be occupied or lived in while in the course of original construction or until made to comply with all requirements as to area  $\perp_{35}$  and with all other conditions set forth or referred to herein, or in any further restrictions established and applicable to subject property. No building, structure, or vehicle, anywhere on subject property, other than a completed dwelling, shall ever be lived in or used for dwelling purposes, including tents, shacks, trailers, campers, mobile homes, boats, outbuildings, garages, barns, stables, or other structures, nor shall any sign or billboard be erected, placed or maintained on any lot except as permitted in Section 19 of Clause III. However, nothing in this section shall be construed to prevent the erection, placement or maintenance by Declarant or its successors or assigns, or signs, trailers, offices or buildings, in connection with the conduct of tract business and/or development and sale of any part of subject property.

## 2. HEIGHT LIMITATION.

No building exceeding two (2) stories in height, or a height of twenty - eight feet (28') from the reference grade of any lot, shall be erected or maintained except with the express written consent of the Architectural Committee.

## 3. DWELLING SIZE.

No single family dwelling shall be erected on any lot which shall have a floor area of less than eighteen hundred (1,800) square feet, excluding any portion used for outside or open porches and/or patios, and/or basements, and/or cellars, and/or garages, and/or carports.

No dwelling used for housing servants and/or guests shall  $\perp_{36}$  be erected on any lot which shall have a floor area of less than one thousand (1,000) square feet, excluding any portion used for outside or open porches and/or patios, and/or basements, and/or cellars, and/or garages, and/or carports. Further, no dwelling housing servants and/or guests shall be erected on any lot unless and until a single family dwelling has been constructed or is in the process of being constructed on said lot.

## 4. FRONT, REAR AND SIDE SETBACK.

No dwelling, or any other building or structure, or any part thereof, (except pool heaters, fences, walls and the like, provided their location has been duly approved by the Architectural Committee), including porches, chimneys, steps, balconies and other architectural features shall be erected, placed, permitted or maintained on any lot nearer than twenty - five (25) feet from the front lot line or nearer than ten (10) feet from the side boundaries of such lot or nearer than fifteen (15) feet from the rear boundary line of such lot. The setback distances shall be measured from the outer most point of architectural features (such as eaves, etc.) and if no such feature exists from the walls of the structure to the front lot line or to the respective side or rear lot line.

No barn or stable shall be located less than fifty feet (50') from a dwelling constructed on any adjoining lot, said distance to be measured from the walls of such structures to such dwelling.

## 5. SPECIFICATIONS FOR, AND HEIGHT LIMITS OF, FENCES.

Horses and other livestock shall be contained by fences which meet the following requirements: (i) posts shall be 4" x 6" or 5" x 5" minimum and be installed at least 3 feet deep in the ground, (ii) posts shall be not more than 8' apart, (iii) stringers shall be a minimum of 2" x 6" with the top of the bottom stringer  $\perp_{37}$  not more than 18" above the ground, and (iv) the top of the top stringer shall be not less than 6 feet above the ground and there shall be not more than a 12" vertical interval between stringers.

Within one year from occupancy, an owner shall install along the front, rear and side lot lines and/or easement lines, fences according to the following requirements: (i) Posts shall be 4" x 6" with the height of the post to be 54" above grade and said posts to be installed at least 3' deep in the ground, (ii) posts shall be centered 8' apart, (iii) stringers shall be a minimum of 2" x 6" with the top of the bottom stringer to be 18" above the ground, and (iv) the top of the top stringer shall be 54" above the ground and there shall be an 18" vertical interval between the stringers.

The fences required pursuant to this section shall be painted white.

## 6. PROTECTION OF VIEW.

No fences, walls, trees or other obstruction shall be placed, permitted or maintained on any land in subject property which substantially obstructs or diminishes the view from any other land in subject property. Upon the finding made by the Architectural Committee that a view is substantially obstructed or diminished by fences, walls, trees or the like on any portion of land in subject property, the owner thereof, upon written notice sent by the Architectural Committee shall within thirty (30) days remove, cut down or cut back or alter any such obstruction to the extent specified by the Architectural Committee. If said notice is not complied with, the Architectural Committee may cause the removal, cutting down or cutting back or alteration of any such obstruction  $\perp_{38}$  with expenses of such action to be borne by the owner of the lot.

## 7. STANDARD MAIL BOXES.

All mailboxes shall be standard R.F.D. rural boxes without applied ornaments, mounted on plain white pine or redwood (or equal material) posts.

## 8. RUBBISH CONTAINERS.

Rubbish of all kinds, including garbage, combustible trash such as papers, garden cuttings and branches, and incombustible trash such as bottles, cans etc. and the receptacles containing them at all times shall be kept on the owner's premises fully shielded against view from the street or adjacent dwellings.

## 9. LAND NOT TO BE USED FOR STORAGE.

No land in subject property shall at any time be used for outside storage of building materials, vehicles, implements, tools, furniture, landscaping materials or equipment, irrigation pipes or apparatus, junk, trash or any other things whatsoever; provided, however, that building and landscaping materials, tools or equipment may be placed and maintained on any lot or building site from and after the approval in writing by the Architectural Committee of plans and specifications for a structure of any kind to be constructed on such land as herein provided and for use in such construction; provided further that such construction shall commence in a reasonable time after such approval. Should such construction not commence within such

reasonable time the materials, tools or equipment must be removed forthwith upon request by the Architectural Committee. The Architectural Committee shall be the sole judge of what is a "reasonable time".

Failure of an owner to comply with any provision of this section may be remedied by any of the measures provided for in 139 Clause VI, but, should the Architectural Committee elect to proceed under Section 3 (A) of Clause VI, the reasonable expenses involved in the removal of such objectionable things as hereinabove described shall become due and payable from such owner to the Architectural Committee within five (5) days after written demand therefor shall have been mailed to the last known address of such owner.

#### 10. CHIMNEYS.

No chimney shall extend more than four feet (4') above the building without the prior written approval of the Architectural Committee.

#### 11. NUISANCES.

No noxious or offensive activities shall be carried on, in or upon any part of subject property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No burning of refuse shall be permitted outside any dwelling without the prior written approval of the governmental agency having jurisdiction thereover for fire prevention.

#### 12. KEEPING OF ANIMALS.

The keeping of animals and fowl on any lot shall be permitted, but strictly limited, as follows:

- A. Not more than a total of three (3) horses, cows and sheep per one-half (1/2) acre at any one time, allotted in any way the land owner desires (e.g. one horse, one cow and one sheep), except that any foals, calves or lambs born of these animals may be kept in addition to these numbers for a period not to exceed one (1) year following birth thereof;
- B. Not more than six (6) chickens per one-half (1/2) 140 acre at any one time;
- C. Not more than six (6) pigeons or doves per one-half (1/2) acre at any one time;
- D. Not more than six (6) pheasants per one-half (1/2) acre at any one time;
- E. Not more than six (6) rabbits per one-half (1/2) acre at any one time;
- F. Not more than a total of three (3) dogs at any one time, except that any puppies born of these animals may be kept in addition to these numbers for a period not to exceed (9) months following the birth thereof;
- G. Not more than a total of five (5) cats at any one time, except that any kittens born of these animals may be kept in addition to these numbers for a period not to exceed nine (9) months following the birth thereof;
- H. No reptiles or ferae naturae at any time.
- I. No other animals, livestock, poultry or bees shall be kept or raised.

J. No dog, cat, livestock, fish, fowl or other animal raising or trading as a business shall be permitted at any time.

13. PLANT DISEASES OR NOXIOUS INSECTS.

No owner shall permit any thing or condition to exist upon his lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

14. LAND TO BE KEPT CLEARED.

Each land owner shall keep his property free and clear of excessive weeds and rubbish (including rubbish dumped by others) and if the property is improved, shall do all other things necessary or desirable to keep the front, rear and side yards of the premises L41 neat, clean and attractive and in good order, and if a garden or lawn has been installed, adequately cultivated or mowed and watered. When the property includes a slope, the owner shall plant and water or otherwise maintain it in such a manner that erosion is prevented.

Failure of an owner to comply with this provision may be remedied by any of the measures provided for in Clause VI, but, should the Architectural Committee elect to proceed under Section 3 (A) of Clause VI, the reasonable expenses involved in the removal of weeds and rubbish or other acts necessary to put the premises in a neat and orderly condition shall become due and payable from such owner to the Architectural Committee within five (5) days after written demand therefor shall have been mailed to the last known address of such owner.

15. MAINTENANCE OF PLANTINGS.

The Architectural Committee shall have the right at all times to enter upon any vacant or unimproved land in subject property and to plant, replant or trim, cut back, remove, replace or maintain hedges, trees, shrubs or flowers on the front half thereof, or in the area within fifteen feet (15') of any rear lot line, or within ten feet (10') of any side lot lines, and the said Architectural Committee shall not be deemed guilty in any manner of trespass. When the owner of the land so planted or maintained by the Architectural Committee shall give bona-fide evidence and written notice of said Architectural Committee of his intention to improve said land within thirty (30) days, the Architectural Committee may within said thirty (30) days, and until work on said improvements is commenced, transplant, remove or dispose of any or all of the plantings which may have been made by it. All costs arising from work performed pursuant to this section shall L42 be borne by the owner

16. NAMEPLATES, TELEVISION OR RADIO ANTENNAE AND TOWERS FOR HAND LAUNDRY DRYING FACILITIES.

There shall be not more than one nameplate on each lot. Said nameplate shall not be more than seventy - two (72) square inches in area, and shall contain the name of the occupant and/or the address of the dwelling. It may be located on the door of the dwelling or the wall adjacent thereto or upon the wall of an accessory building or structure, or it may be free-standing in the front or side yard, provided that the height of the nameplate is not more than twelve inches (12") above the adjoining ground grade. No television or radio antennae or tower or laundry drying equipment shall be erected or used outdoors whether attached to a building or structure, or otherwise, unless first approved in writing by the Architectural Committee.

17. SEWER AND SANITATION FACILITIES.

Either sewer lines or a modern septic tank, properly equipped with leech lines or seepage bed, design and plans for which shall be approved by the Architectural Committee, shall be the only means provided for sewage disposal. No privy or cesspool other than seepage bed hereinabove referred to shall be erected, excavated, maintained or used upon any land in subject property except a temporary privy during the course of construction of a building. Any lavatory, toilet or water closet shall be enclosed and located within the building permitted to be erected on said land as herein provided.

#### 18. UNDERGROUND FACILITIES

No pipes, conduits, lines, wires, equipment or facilities for the communication, transmission or metering of electricity, gas, water, telephonic or other utilities shall be constructed, <sup>143</sup> placed or permitted to be placed anywhere in or upon any lot, other than within buildings, or structures, or attached to the walls thereof unless the same shall be contained in pipes, conduits, cables or vaults constructed, placed and maintained underground or concealed in or under buildings or other approved structures.

#### 19. SIGNS.

Except for nameplates and signs advertising the property for sale and/or lease, no sign or advertising device of any kind shall be placed or maintained on any lot or upon any other portion of subject property without the prior written approval of the Architectural Committee. Declarant however may erect and maintain upon subject property such signs and other advertising devices as it deems desirable in connection with its operations for the development and sale of subject property.

#### 20. OIL AND MINING OPERATIONS.

No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing water, oil or other hydrocarbons, minerals of any kind, gravel or earth. No machinery shall be placed, operated or maintained upon any lot except such machinery as usual and customary in connection with the maintenance of a private dwelling.

#### 21. ARCHITECTURAL CONTROLS

A. No building or structure of any kind, including without limitation, dwellings, accessory buildings, garages, fences, walls, retaining walls, sidewalks, steps, awnings, poles, swimming pools, tennis courts and the like shall be erected, constructed, installed, placed, altered or maintained upon any lot or upon any street or parkway adjacent thereto unless and until complete detailed plans and specifications therefore, color scheme thereof, if appropriate, and a plot plan showing and fixing the location of such structure with reference to the streets and lot lines (and the grading plan if requested) shall have been first submitted for approval to and approved in writing by the Architectural Committee. Such plans and specifications, color scheme, plot plan and grading plan shall be submitted in writing over the signature of the owner or his duly authorized agent on the form prepared by the Architectural Committee. Approval by said committee of the erection, construction, installation, placement, alteration or maintenance of said structure may be withheld because the same would or might in its judgment cause or result in the violation of said covenants, conditions and restrictions and also because of the reasonable dissatisfaction of said committee with the grading plan, location of the structure, color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or altered structure, materials proposed to be used thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable

judgment of the said committee, would render the proposed structure inharmonious or out of keeping with the general plan of improvement of the subject property.

B. If the Architectural Committee shall disapprove of any plans and specifications, color scheme, plot plan or grading plan submitted for approval, it shall send notice of its disapproval to the person or persons applying for said approval at the address set forth in the application therefore within thirty (30) days from the date said plans and specifications, color scheme, plot plan, grading plan are presented to the Architectural Committee. If notice of disapproval is not to be sent, the plans and specifications, color scheme, plot plan or grading plan submitted shall be deemed to have been approved by the Architectural Committee in the courts with the provisions of this section.

C. The approval of the Architectural Committee of any plan or specifications, color scheme, plot plan or grading plan submitted for any particular lot shall not be deemed to be a waiver by the Architectural Committee of its right to object to any of the features or elements embodied therein, if and when the same features or elements are embodied in any subsequent plan and specifications, color scheme, plot plan, or grading plan submitted for approval with respect to other lots.

D. No building or other structure for which any plan and specification, color scheme, plot plan or grading plan have been approved by the Architectural Committee shall be erected, constructed, installed, placed, altered or maintained, except in strict conformance with said plans and specifications, color scheme, plot plan and grading plan and such conditions and requirements as the Architectural Committee may impose in connection with its approval of same. Any deviation from said plans and specifications, color scheme, or grading plan and such erection, construction, installation, placement, alteration or maintenance shall nullify the approval of the Architectural Committee required by this section and shall be deemed to have been undertaken without said committee's approval or consent.

A. After the completion of the erection, construction, installation, placement or alteration of any building or other structure in accordance with the provisions of this erection, the Architectural Committee will, upon application of the owner of said building or structure, or his agent or representative, issue a certificate that said building or structure has been so completed, if said committee determines such to be the fact.

F. Neither Declarant nor the Architectural Committee shall be responsible for any defects in any building or other structure erected, constructed, installed, placed, altered or maintained in accordance with or pursuant to any plans and specifications, color scheme, plot plan or grading plan approved by the Architectural Committee or any conditions or requirements that said committee may have imposed with respect thereto.

## 22. RESUBDIVIDING LOTS.

No portion of any lot less than all, and no easement shall be granted, unless approved in writing by the Architectural Committee.

## 23. EASEMENTS.

Declarant hereby reserved easements over, under and through the front fifteen feet (15') of, the side ten feet (10') of, and the rear ten feet (10') of each lot for recreational trails, and for the installation, construction, reconstruction, relocation,

removal,  $\perp_{47}$  maintenance, repair, operation and inspection of sewer water, drainage, electric, gas, telephone and cable television facilities for the benefit of adjoining land owners and/or Declarant, authority, commission, corporation, municipality or other agencies supplying such facilities. Further, Declarant hereby reserves slope easements on all lots for the construction, reconstruction, maintenance and repair of private and public roads and streets within the tract.

#### 24. GRADES AND SLOPE CONTROL.

- A. Without the prior written approval of the Architectural Committee  
(i) no grade shall be constructed, reconstructed, or maintained on any lot or any portion thereof with a slope steeper than a ratio of one and one-half feet (1  $\frac{1}{2}$ ') horizontal to one foot (1') vertical, and (ii) no existing grade shall be altered or modified by changing its location or the direction of its slope or be replaced in whole or in part. Any applicant for a deviation in the foregoing requirements shall furnish said committee with such engineering or geological data concerning erosion, earth movement, drainage, hazards to persons or public or private property, and any other matters which said committee shall deem material thereto.
- B. All grades (except natural grades) having a slope steeper than the ratio two feet (2') horizontal to one foot (1') vertical, shall be planted and maintained with growing vegetation sufficient to control erosion of such grades. All such vegetation and the watering and maintenance facilities therefor shall be approved by said committee.

#### 25. DEVIATION.

- A. The Architectural Committee shall have the right and privilege to permit the owner of any lot or lots (without the consent of owners of other lots) to deviate from any  $\perp_{48}$  or all of the covenants set forth in this clause, provided that such deviation is necessary in order to carry out the general purposes of this declaration. Any such permission of said committee shall be in writing and shall not constitute a waiver of said committee's power of enforcement with respect to any of said covenants as to other lots.
- B. Said covenants constitute the minimum conditions and restrictions applicable to lots. Declarant hereby reserves the right to add or impose by a supplemental declaration other and more stringent limitations, covenants, conditions, restrictions and reservations with respect to any lot or lots now or hereafter owned by it, including the right to increase setback requirements and square footage requirements with respect to buildings and other structures and otherwise to increase and supplement but not to diminish said covenants affecting said real property except by permit given pursuant to sub-paragraph A of this section and regardless of conveyance of any lot(s) subject to said covenants.

#### 26. LOTS EXCEPTED.

Notwithstanding any provisions to the contrary herein, the requirements of Sections 1, 2, 3, 4, 5, 6, 7, 12, 16, and 19, shall not be applicable to Lots 69 - 73, 81, 89 - 112, 263 and 684 - 687. Said lots are hereby designated as public use, commercial or recreational lots and all uses and structures hereon shall be subject to the prior written approval of the Architectural Committee.

In granting such approval the Architectural Committee may establish conditions, including time limitations, for the approved uses and structures.

L<sub>49</sub> CLAUSE IV  
ARCHITECTURAL COMMITTEE

1. CREATION. The Architectural Committee is hereby created with the rights, powers, privileges and duties herein set forth. Said committee shall be Declarant or any three (3) persons designated by Declarant, as a successor committee, except as provided in section 2 of this Clause IV.

In the event of the death, incompetency, resignation or inability to act of any member of said committee, the remaining member or members shall designate a successor. Notwithstanding the foregoing Declarant shall have the right and power at all times to remove any or all members of said committee or to fill any vacancy or vacancies. Declarant may at its sole discretion at any time assign by supplemental declaration its powers of removal and appointment with respect to said committee to such association or corporation as Declarant may select and subject to such terms and conditions with respect to the exercise thereof as Declarant may impose.

2. TRANSFER OF POWERS. After ninety percent (90%) of the lots shall have been sold, or within three (3) years from date of sale of the first lot, whichever first occurs, the power to replace and fill vacancies among the members of said Architectural Committee shall belong solely to and be exercisable only by Woodland Hills Country Estates Association referred to in Clause V.

3. PROCEDURE. All plans and specifications and other material required or permitted to be filed with the Architectural Committee hereunder shall be filed at 9229 Sunset Blvd., Suite 515, Los Angeles, California, 90069, or such other office as Declarant shall specify in a supplemental declaration. The Architectural Committee's approval or disapproval on matters required by this declaration L<sub>50</sub> shall be by majority vote of the committee.

4. FUNCTION. The function of the Architectural Committee, in addition to the functions set forth elsewhere in this declaration, shall be to consider and approve or disapprove any plans and specifications or other materials submitted to it with respect to buildings or other structures to be erected, constructed, installed, altered, placed or maintained on lots, and for the alteration or remodeling of or additions to any then existing structure on lots, so that all structures shall conform to the provisions hereof the general plan of development and such rules and regulations as said committee may adopt for the improvement and development of subject property. Nothing herein shall be construed as authorizing or empowering said committee by rule or otherwise, to change or waive said covenants, except as herein provided by rules and regulations. Said committee may adopt rules and regulations and the same may be changed by said committee from time to time; none of said rules and regulations shall be deemed to be any part or portion of any said deeds or covenants.

5. CHARGES A LIEN. The charges duly made according to Clause III, Sections 6, 9, 14 and 15 or Clause VI, Section 3, shall become a lien against the property to the extent of the unpaid balance. The Association may record such a lien and foreclose it at any time. However,



such lien shall be subordinate to any bona-fide mortgage or deed of trust given in good faith and for value.

6. RECORDING AND MAILING OF NOTICES OF VIOLATIONS. Notice of any breach or violation of any of the restrictions, or notice of any failure of any person, firm or corporation to comply therewith within a reasonable time after the occurrence of such breach,  $\perp_{51}$  violation or failure to comply, shall be executed by the Architectural Committee or by the record owner of any lot, and recorded in the Office of the County Recorder of Ventura County, describing the lot involved; and a copy of such notice showing the date of recordation within a reasonable time after recordation thereof as aforesaid shall be mailed by certified mail to the last known address of the person, firm or corporation responsible for such breach or violation of or failure to comply with any of said restrictions. Until such notice shall have been recorded and mailed as in this Section 6, provided neither the Architectural Committee, nor the record owner of any lot shall have the right to commence any action at law (other than the enforcement of foreclosure of the liens hereinabove provided for) against any person, firm or corporation responsible for any breach or violation of said restrictions, or for failure to comply therewith.

#### CLAUSE V

#### WOODLAND HILLS COUNTRY ESTATES ASSOCIATION

1. PURPOSES OF ASSOCIATION. Woodland Hills Country Estates Association, a non-profit corporation organized under the laws of the State of California (hereafter called "Association"), shall have the power to perform each of the following for the benefit of (i) subject property, (ii) any other property, the owners of which are admitted to membership in the Association (iii) any other property made subject to this Declaration by Declarant, and (iv) any other property being served by another non-profit corporation with which the Association merges or consolidates:

- A. To accept title to or otherwise acquire fee title or easements for streets, roads, alleys, trails, bridle paths, courts, walks and any other real property  $\perp_{52}$  to be available for use in common by the members of the Association or of any other nonprofit corporation with which the Association shall have merged.
- B. To accept title to or otherwise acquire personal property to be available for use in common by the members of the Association or of any other nonprofit corporation with which the Association shall have merged.
- C. To acquire and maintain a gatehouse at any entrance to subject property or any other property which the Association is empowered to serve.
- D. To hire and compensate one or more gatekeepers to operate each such gatehouse.
- E. To acquire and maintain quarters for any or all of such gatekeepers.
- F. To improve, light, clean, maintain, and replace streets, roads, alleys, trails, bridle paths, courts, walks and any other real property

acquired by the Association or of which the Association shall have the right of possession.

G. From time to time, to clean up any portion of subject property or any other property which the Association is empowered to serve.

H. To enter into and perform contracts consistent with its powers hereunder and its status as a nonprofit corporation.

I. To acquire, maintain, operate and replace recreational and other community facilities designed to serve subject property or any other property which the Association is <sup>L53</sup> empowered to serve.

J. To merge or consolidate with any other nonprofit corporation.

K. To transfer all or any part of its assets to (i) another nonprofit corporation which is empowered and committed to use the transferred assets to serve the same property which such assets served while held by the Association or (ii) a county, city, county and city or other political subdivision.

L. To take any action incidental to or reasonably necessary to the full exercise of any of the foregoing powers.

2. 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. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. The purchaser and not the seller under a recorded installment sales contract covering the lot shall be entitled to membership in the Association while such contract is in effect. The existence of a mortgage or deed of trust on a lot shall not entitle the mortgage or beneficiary to Association membership. No owner shall have more than one membership. 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.

3. TRANSFER. The membership held by any owner of a lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such lot, and then only to the purchaser or mortgagee of such lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the <sup>L54</sup> Association. In the event the owner of any lot should fail or refuse to transfer the membership registered in his name to the purchaser of such lot, the Association shall have the right to record the transfer upon the books of the Association and issue a new certificate to the purchaser, and thereupon the old certificate outstanding in the name of the seller shall be null and void as though the same had been surrendered; PROVIDED, HOWEVER, that notwithstanding anything to the contrary hereinabove set forth, the owner shall be permitted to pledge his membership certificate to the holder of a first mortgage or first deed of trust (meaning any mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value. Said pledges shall be bound by the provisions of this declaration and by the Articles of Incorporation and By-Laws of the Association and amendments thereto.

4. VOTING RIGHTS. The Association shall have only one class of voting membership. Members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot, all such

persons shall be members and the votes for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot. Said voting rights shall be subject to the restrictions and limitations provided hereinafter and in the Articles and By-Laws of the Association.

5. MEMBERS' EASEMENTS OF ENJOYMENT. Every member shall have a right and easement of enjoyment in and to the common area, and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

- A. The right of the Association to limit the number of guests of members.
- B. The right of the Association to establish uniform rules and regulations pertaining to the use of the common area and the recreational facilities thereof.
- C. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.
- D. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the common area and facilities and in aid thereof to mortgage said property.
- E. The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the rules and regulations of the Association, provided that any suspension of such voting rights or right to use the recreational facilities, except for failure to pay assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing, given and held in accordance with the By-Laws of the Association.
- F. The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an Instrument signed by members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) nor more than sixty (60) days in advance.

6. DELEGATION OF USE. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property

7. TITLE TO THE COMMON AREA. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the common area of the existing

property to the Association, free and clear of all encumbrances and liens, except current real property taxes, prior to the conveyance of the first lot.

8. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) Regular assessments or charges, and (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall pass to his successors.

9. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the existing property and, in particular, for the improvement and maintenance of the existing property, services, and facilities devoted to this purpose and related to the use and enjoyment of the common area, and of the dwelling units situated upon the properties.

10. BASIS AND MAXIMUM OF REGULAR ASSESSMENTS. The basis and maximum amount of the regular assessments shall be as follows:

157 A. Until January 1 of the year immediately following conveyance of the first lot to an owner, the maximum regular assessment shall not exceed \$ 12.50 per lot per month.

B. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum monthly assessment may be increased effective January 1 of each year by the Board of Directors of the Association without a vote of the membership, provided that any such increase shall not be more than twenty-five percent (25%) of the maximum assessment provided for in subsection (A) above, exclusive of any increases resulting from increases in real property taxes on the common area. Such monthly assessment shall continue in effect for the calendar year, which period shall be deemed to be the assessment period.

C. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum regular assessment may be increased by the Board of Directors of the Association in an amount greater than provided for in subsection (b) hereof for the next succeeding period of twelve (12) calendar months, and at the end of each such period, for each succeeding period of twelve (12) months, provided that any such change shall have the assent of two-thirds (2/3) of the votes of the members voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting.

D. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may <sup>158</sup> fix the regular monthly assessment at a lesser amount than provided for above.

11. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the regular assessments, authorized above, the Association may levy in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, PROVIDED THAT any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting.

12. UNIFORM RATE OF ASSESSMENT. Both regular and special assessments shall be fixed at a uniform rate for all lots and may be collected on a monthly basis.

13. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 10 AND 11. At the first meeting called pursuant to Section 10 © or Section 11 of this Clause, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership, shall constitute a quorum. If the required quorum is not forthcoming at such meeting, another meeting may be called, subject to notice thereof to the members, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held earlier than two (2) days nor later than sixty (60) days from the date of the preceding meeting.

14. DATE OF COMMENCEMENT OF REGULAR ASSESSMENTS, AND FIXING THEREOF.

<sup>159</sup> A. The regular assessments provided for herein shall commence as to all lots in the existing property one (1) year following the conveyance to the Association of the common area. The Association, by a majority vote of its Board of Directors, may extend the commencement date of regular assessments to a time not later than one (1) year following the completion of all improvements and landscaping within the common area, or two (2) years from the date of conveyance of the common area to the Association, whichever is earlier, if Declarant, by a written agreement with the Association, commits to maintain the common area until such extended date.

B. Subject to the provisions of Section 10 of this Clause, the Board of Directors shall determine and fix the amount of the regular monthly assessment against each lot at least thirty (30) days in advance of each assessment period shall be deemed to be for the twelve (12) months of each calendar year, provided that if the month of the commencement of the initial assessments shall be a month other than January, the assessment period shall be deemed to be to the end of such fractional calendar year. Written notice of the assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors.

15. CERTIFICATE OF PAYMENT. The Association shall, upon demand, furnish to any owner liable for said assessment, a certificate in writing signed by an officer to the Association, setting forth whether the regular and special assessments on a specified lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

16. DELINQUENCY. Any assessment provided for in this declaration, which is not paid when due, shall be delinquent. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the then legal rate, and the Association may, at its option, bring an action at law against the owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Section 17 of this Clause, to foreclose the lien (provided for in Section 8 of this Clause) against the lot, and there shall be added to the amount of such assessment, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fee, together with the costs of action. Each owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosures against such owner or other owners for the collection of such delinquent assessments.

17. NOTICE OF LIEN. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the owner of said lot, and a copy thereof is recorded by the Association in the office of the County Recorder in which the existing property is located; said notice of claim must recite a good and sufficient legal description of any such lot, the record owner or reputed owner thereof, the amount claimed (which may at Association's option include interest on the unpaid assessment at the legal rate, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien) and the name and address of the claimant.

18. FORECLOSURE SALE. Any such sale provided [sic] for above is to be <sup>161</sup> conducted in accordance with the provisions of the Civil Code of the State of California, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The Association, through its duly authorized agents, shall have the power to bid on the lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

19. CURING OF DEFAULT. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed Twenty Five Dollars (\$25.00), to cover the costs of preparing and filing or recording such release.

20. CUMULATIVE REMEDIES. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

21. SUBORDINATION OF ASSESSMENT LIENS. If any lot subject to a monetary lien created by this declaration shall be subject to the lien of a first mortgage or deed of trust: (1) The foreclosure of any lien created by anything set forth in this declaration shall not operate to affect or impair the lien of such mortgage or deed of trust; and (2) the foreclosure of the lien of such mortgage or deed of trust or the acceptance of a deed in lien of the foreclosure by the

mortgagee, shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage or deed of trust, with the foreclosure-purchaser or deed-in-lieu-grantee taking title free of the lien hereof <sup>¶62</sup> for all said charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

22. EXEMPT PROPERTY. The following property subject to this declaration shall be exempted from the assessments, charges and lien created herein: (A) All properties subject to any easement or other interest dedicated and accepted by the local public authority and devoted to public use; and (B) all common areas.

## <sup>¶63</sup> CLAUSE VI

### GENERAL PROVISIONS

1. EFFECTIVE DATE OF COVENANTS. Subject to Section 4 of this Clause VI, each of said covenants set forth in this Declaration shall continue and be binding as set forth in Section 2 of this Clause VI for an initial period of thirty (30) years from the date of recordation hereof and thereafter for successive periods of twenty-five (25) years each.

2. COVENANTS TO RUN WITH THE LAND. Each of said covenants shall run with the subject property and each lot, part or parcel thereof and bind Declarant, its successors, grantees and assigns, and all parties claiming by, through or under it. Each purchaser of any lot, part or parcel of or in subject property by acceptance of a deed or other conveyance for any such lot, part or parcel thereby be conclusively deemed to have consented to and agreed to all of said covenants to himself, his heirs, executors, administrators, assigns and does by said acceptance covenant for himself and his heirs, executors, administrators and assigns to observe, perform and be bound by said covenants and to incorporate said covenants by reference in any deed or other conveyance of all or any portion of his interest in any of the subject property or any lot, part or parcel thereof or therein. No lot, part or parcel of or in subject property or interest therein shall be granted, transferred, conveyed or assigned except by an instrument executed and acknowledged by the grantees, transferees, conveys or assignees therein named whereby they consent to observe, perform and be bound by the said covenants.

### 3. VIOLATION OF RESTRICTIONS. ENFORCEMENT.

A. Upon any violation or breach of any said covenants, Declarant or the Architectural Committee may enter any <sup>¶64</sup> lot, part or parcel in or on subject property upon or as to which such violation exists and may alter, correct, modify or remedy or summarily abate or remove at the expense of the owner of such lot, part or parcel anything or condition that may be or exist thereon contrary to the provisions hereof. Declarant or the Architectural Committee shall not thereby be deemed to have trespassed upon such lot, part or parcel and shall be subject to no liability to the owner or occupant of such parcel for any such entry or other action taken pursuant to this sub-section. In the event the owner of such lot fails to pay upon demand the expense of such alteration,

correction modification, remedying, abatement or removal, the person, firm, corporation or association performing such curative action whether it be Declarant, the Architectural Committee, or an assignee of the Declarant pursuant to Section 7 of this Clause VI, shall be entitled to record a lien against such lot, part or parcel thereon in subject property upon or as to which such violation existed.

B. Violation of any of said covenants may be enjoined, abated, restrained or otherwise remedied by any lawful means or proceedings. Proceedings to restrain violation of said covenants may be brought at any time that such violation appears reasonably likely to occur in the future.

C. Such covenants shall bind and inure to the benefit of and be enforceable by the Declarant and the Architectural Committee and the owner or owners of any lot, part <sup>±65</sup> or parcel in or of subject property, and the respective heirs, as successors and assigns of each. The failure of Declarant or the Architectural Committee or of any such owner or of any other person entitled to enforce any of said covenants to enforce the same shall in no event be deemed a waiver of the right to such person or of any other person entitled to enforce these restrictions to enforce the same thereafter.

D. Waiver or attempted waiver of any of said covenants with respect to any lot, part or parcel in or of subject property shall not be deemed a waiver thereof as to any other lot, part or parcel, nor shall the violation of any of said covenants upon any lot, part or parcels affect the applicability or enforceability of said covenants with respect to any other lot, part or parcel.

4. NULLIFICATION OF COVENANTS. These restrictions may be revoked, modified, amended or supplemented in whole or in part, and any or all of subject property may be released from any part or all of said restrictions at any time, provided the record owners in fee simple of at least two-thirds (2/3) of said lots consent thereto in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Office of the County Recorder of Ventura County, California.

A recordable certificate by a reputable title insurance company doing business in Ventura County, California, as to the record ownership of the lots shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this section. Upon and after the effective date of any such changes, it or they shall be binding upon all persons, firms and corporations <sup>±66</sup> then owning any lot, part or parcel in or of subject property and shall run with the land and bind all persons claiming by to or under any one or more of them.

5. MORTGAGES AND DEEDS OF TRUST. Said restrictions shall be subject and sub-ordinate to all mortgages, deeds of trust or other security instruments in the nature of a mortgage or deed of trust now or hereafter executed and made in good faith which encumber any of subject property, and none of said restrictions or other provisions hereof shall supersede or in any way reduce the security of any such mortgage, deed of trust or other security instrument. However, if any of subject property is acquired in lieu of foreclosure or is purchased under foreclosure of any such mortgage, deed of trust or other security instrument or under any judicial sale, any person so acquiring or purchasing said property and his, hers or its grantees, heirs, personal representatives, successors or assigns shall hold all of said property subject to all of said restrictions.



6. SEVERABILITY CLAUSE. If a court of competent jurisdiction shall hold invalid or unenforceable any part or all of said restrictions or other provision herein, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

7. ASSIGNMENT OF DECLARANT'S RIGHTS AND POWERS. Declarant, its successors and assigns reserves the right to vest any corporation or association with all or any of the rights, interests, privileges, easements, powers and duties herein contained or reserved by Declarant by a supplemental declaration and assignment which shall be effective when recorded in the office of the County Recorder of Ventura County, California, and Declarant shall thereupon be relieved and discharged from every duty so vested in such <sup>L67</sup> other corporation or association.

8. MAILING ADDRESS FOR NOTICE. Each owner or a lot shall file the correct mailing address of such owner with Declarant and shall notify Declarant promptly in writing of any subsequent change of address. Declarant shall maintain a file of such addresses. A written or printed notice deposited in the United States Post Office, postage pre-paid, and addressed to any owner at the last address filed by such owner with Declarant, shall be sufficient and proper notice to such owner wherever notices are required in this declaration. Declarant's address for the purpose of all notices required or permitted to be given hereunder, is 9229 Sunset Blvd., Suite 515, Los Angeles, California, 90069, or such other address as Declarant shall specify from time to time by supplemental declaration executed by Declarant and recorded in the official records of Ventura County, California.

9. RESTRICTIONS CUMULATIVE. Said restrictions do not supersede or affect in any way limitations, covenants, restrictions or reservations heretofore recorded in the official records of Ventura County, California, pertaining in whole or in part to subject property.

10. INTERPRETATION. The heading of the clauses and sections herein contained are for convenience only and shall not be used in the construction or interpretation of this declaration.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed and its seal to be affixed hereto on the date first above written.

SPRUCE LAND CORPORATION

A California Corporation

By:   S/B  Donal J. MacAdam  

Its Vice President

Attest:

By:   S/B  Russell D. Jones  

Its Asst. Secretary