

When Recorded Mail To:  
ALLWEST DEVELOPMENT CORPORATION  
331 North Maple Drive  
Beverly Hills, CA 90210

79- 813328

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CA  
JUL 25 1979 AT 8 A.M.  
Recorder's Office

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

FEE \$ 27.00 M

THIS DECLARATION is made as of the 18<sup>th</sup> day of July, 1979, by LAS LOMAS VILLAS, a limited partnership, called "Declarant" herein.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property referred to in Article I hereof ("said property" herein); and

WHEREAS, Declarant has established a general plan, hereinafter set forth, for the subdivision, improvement and development of said property and the lots therein, and desires to secure the harmonious and uniform improvement of said property and said lots in accordance with said plan.

NOW, THEREFORE, Declarant hereby declares that said property, and each and every lot and parcel therein, is and shall be owned, improved, occupied and conveyed subject to the following covenants, conditions, and restrictions as a part of and pursuant to a common plan for the development of said property. Said covenants, conditions and restrictions shall run with the land and shall bind and be a charge upon all of said property and each lot and parcel therein, for the benefit of each such lot and parcel and for the mutual benefit of all such lots and parcels, and shall bind and inure to the benefit of Declarant and the successor owner or owners of any lot or parcel of said property, and their respective heirs, personal representatives, successors and assigns.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

1.10 The real property subject hereto is situated in Los Angeles County, California, and is more particularly described in

1.

7807038

729 BETTY CAPPS

Schedule "A" which is attached hereto and made a part hereof by this reference.

## ARTICLE II.

### DEFINITION OF TERMS

2.01 Wherever used in this Declaration, the following terms shall have the following meanings:

"Architectural Committee" means the architectural committee provided for in Article VII hereof.

"Declarant" means LAS LOMAS VILLAS, a limited partnership, and its respective successors or assigns who acquire more than one undeveloped lot or parcel within said property for purposes of development, including any assignee of any of Declarant's rights or powers hereunder, as provided for in Article XI hereof.

"Said property" means all of the real property subject hereto, described in Schedule "A."

"Restrictions" means the covenants, conditions and restrictions contained herein.

"Lot" means one of the subdivided parcels within said property designated on the final map referred to in Schedule "A."

"Structure" means any thing or device (other than trees or shrubbery not planted in a hedge) the placement of which upon any lot might affect the appearance of such lot, including, by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or lathhouse, coop or cage, patio, swimming pool, fence, wall, hedge, signboard, or any temporary or permanent living quarters, including any house trailer. "Structure" also includes any excavation or fill, the volume of which exceeds five cubic yards, or any excavation, fill, ditch, diversion dam, or other thing or device which affects or alters the natural flow of surface waters upon or across any lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel upon or across any lot.

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"Owner" means (as applied to the owner of any lot) any person having any estate therein.

"Person" means artificial persons as well as natural persons, and includes the plural.

"Street" means any street, highway, roadway, or other thoroughfare shown on the final map referred to in Schedule "A."

### ARTICLE III

#### DURATION AND MODIFICATION OF DECLARATION

3.01 This Declaration shall remain in full force and effect until December 1, 2006 ("said date"), and thereafter shall, as then in force, be continued automatically and without further notice unless and until terminated by the recording in the Office of the County Recorder of Los Angeles County of a written agreement of termination executed by Declarant and the then record owners (not including encumbrancers) of a majority of the lots subject thereto.

3.02 At any time after the date hereof and on or before said date this Declaration may be modified in any particular (but not terminated) by the recording in the Office of the County Recorder of Los Angeles County of an agreement of modification executed by Declarant and the then record owners (not including encumbrancers) of at least three-fourths of the lots subject thereto, and as so modified this Declaration shall continue in force as above provided.

3.03 At any time after said date this Declaration may be modified in any particular by the recording in the Office of the County Recorder of Los Angeles County of an agreement of modification executed by Declarant and the then record owners (not including encumbrancers) of a majority of the lots subject thereto, and as so modified this Declaration shall continue in force as above provided.

3.04 Notwithstanding any and all terms hereof, this Declaration shall terminate and cease to be of any effect whatsoever fifty-nine (59) years from and after the date of recordation hereof.

ARTICLE IV

USE OF SAID PROPERTY

4.01 No lot shall be used for any purpose other than residence purposes, nor shall any lot be used for residence purposes by more than one family at any one time.

4.02 No lot shall be used for the conduct of any trade, business, professional or commercial activity of any kind or nature whatsoever.

4.03 No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon the surface of any lot, nor shall 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 thereof.

4.04 No livestock, poultry, bees or other animals except domestic dogs and cats shall be kept on any lot, and no stable, hutch, barn or coop shall be placed or maintained upon any lot. Domestic dogs and cats shall not be kept, bred or raised for commercial purposes on any lot. Notwithstanding the foregoing, no dogs and cats may be kept on any lot which result in an annoyance to residents within said property as determined by the Architectural Committee.

4.05 No sign or other advertising device of any nature whatsoever shall be placed or maintained upon any lot or upon any other portion of said property except one neatly painted "for sale" or "for rent" sign of customary and reasonable dimensions for each lot offering such lot for sale or for rent by the owner thereof or his agent.

4.06 No lumber, metals or bulk materials shall be kept, stored or allowed to accumulate on any lot; provided, however, that lumber and other building materials may be kept thereon during the course of construction of a structure which has been approved as hereinafter provided by the Architectural Committee for immediate use in such work of construction.

4.07 No temporary building or structure, including a trailer, shall be maintained or used, temporarily or permanently, on any lot unless same has been approved as hereinafter provided by the Architectural Committee.

4.08 No storage tank for the storage of gas or liquid shall be installed on any lot unless such installation has been approved as hereinafter provided by the Architectural Committee.

4.09 No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any lot above the surface of the ground, or otherwise then buried at least three inches beneath the ground surface, except hoses and movable pipes used for irrigation purposes.

4.10 No utility pole shall be erected on any lot if underground service of such utility is available at the property line of such lot.

4.11 No external television antennae shall be installed or permitted on any lot. In addition, no external radio antennae or other external apparatus shall be installed on any lot without the prior approval as hereinafter provided of the Architectural Committee. Nothing herein shall prevent the maintenance and use of television and radio antennae within completely enclosed portions of structures.

4.12 No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or become a nuisance.

4.13 Each owner of a lot shall keep and maintain all improvements and structures on his lot in an attractive, clean, sightly and wholesome manner at all times.

4.14 Each owner of a lot shall keep and maintain the planting and landscaping of those portions of his lot which are visible from streets, roadways and adjoining lots in an attractive, clean, sightly and wholesome appearance at all times, and shall further keep and maintain same and plant and replant same in such fashion

so as to prevent erosion or the possible occurrence of erosion thereto. As to any lot acquired by an owner thereof which is not fully landscaped at the time of acquisition, the owner thereof shall, within six months after acquisition, cause those portions of his lot which are visible from streets, roadways and adjoining lots to be landscaped in an attractive, clean, sightly and wholesome appearance at all times. Such required landscaping shall include, without limitation, all front yards and, as to corner lots, shall also include sideyards.

4.15 No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate on any lot within said property which renders such lot unsanitary, unsightly, offensive or detrimental to any other lot in the vicinity thereof or to the occupants of any such lot in the vicinity thereof. Trash, garbage, rubbish and other waste shall only be kept in sanitary containers. All service yards or service areas, clothesline areas, sanitary containers and storage piles on any lot shall be enclosed or fenced in such a manner that such yards, areas, containers and piles will not be visible from any streets, roadways and adjoining lots. Notwithstanding, such sanitary containers may be set out for a reasonable period of time before and after scheduled trash pick-up times.

4.16 No plants or seeds infected with noxious insects or plant diseases shall be brought upon, grown or maintained upon any lot.

4.17 Each owner of a lot agrees for himself, his heirs, personal representatives, successors in interest and assigns, that he will permit free access by owners (or their representatives) of adjoining lots to slopes and drainageways located upon his lot which affect said adjoining lots when such access is essential for the maintenance or stabilization of slopes or drainage, or both, on such adjoining lots.

4.18 No boats, trailers, house trailers, or trucks larger

than one-half ton capacity shall be parked or stored upon the driveways of any lot or upon any portion of any lot which is visible from streets, roadways and adjoining lots. No automobile, motorcycle, trailer, boat, truck or similar vehicle shall be repaired or painted on any portion of lot which is visible from streets, roadways and adjoining lots.

4.19 None of the lots within said property shall be divided by subdivision map or parcel map, or otherwise, without the prior approval as hereinafter provided of the Architectural Committee.

4.20 Garages and carports shall only be used for the purpose of parking motorized vehicles (including motorcycles) and boats and trailers, and, in addition, in the case of garages, for storage purposes. Each garage and carport shall be kept clean and neat by the owner of the lot on which the same may be located. There shall be no use made of any such garage which creates an unsightly appearance or which may cause damage to any structure. Doors to garages shall be kept closed at all times except for normal exit and entrance and except for cleaning and maintenance of such garage.

ARTICLE V

DESIGN AND CONSTRUCTION OF BUILDINGS AND IMPROVEMENTS

5.01 No structure may be erected or maintained on any lot except one single family dwelling house designed for occupancy by not more than one family, together with no more than two detached out-buildings for use as garages, servants' quarters, pool houses or guest houses in conjunction with said single family dwelling house, and such other structures as may be appropriate to the improvement and landscaping of said lot for the purpose of its occupation as a residence by a single family. Each such out-building shall conform in appearance with said dwelling house, and no such out-building or other structure may be erected without the prior approval as hereinafter provided of the Architectural Committee.

5.02 No structure shall be erected, placed, moved onto, or permitted to remain upon any lot, nor shall any existing structure

upon any lot be altered in any way which materially changes the exterior appearance thereof, unless complete plans therefor, including the exterior color scheme and a plot plan of the location thereof with reference to said lot and with reference to structures upon adjoining lots, and a grading plan for said lot, shall have been submitted to and approved in writing by the Architectural Committee. It shall be the objective of the Architectural Committee to preserve the harmonious over-all external appearance of the project and each site within the project, by preserving and perpetuating the use of the original earth tone colors. Approval of said plans and specifications may be withheld because of failure to comply with any of these restrictions, or because said plans fail to include such information as may be reasonably requested by the Architectural Committee, or because of reasonable objection to the design and appearance of the proposed structure, or its failure to conform with existing structures upon other lots, or because the location, grading plan, color scheme, finish, design, proportions, style of architecture, height or appropriateness of the proposed structure is disapproved, or because of any other matter which, in the judgment of the Architectural Committee, would render the proposed structure inharmonious with the general plan of improvement of said property or with other structures located on lots in the vicinity of the lot on which said building or structure is proposed to be placed or maintained. Upon approval by the Architectural Committee of plans for construction or alteration of any structure, a copy of such plans as so approved shall be deposited for permanent record with the Architectural Committee and a copy of such plans bearing the written approval of the Architectural Committee shall, upon request, be returned to the owner of the lot upon which such structure is or will be placed. In the event the Architectural Committee fails to either approve or disapprove plans and specifications within thirty (30) days after the same are submitted to it, it shall be conclusively presumed that the Architectural Committee has approved such plans

and specifications.

5.03 Failure by any owner to keep and maintain his lot, including the structures and landscaping thereof, at his sole cost and expense, in full compliance with all requirements of this Declaration and in full compliance with all requirements of any rules promulgated by the Architectural Committee from time to time pursuant to 5.04, next, shall entitle Declarant and the Architectural Committee, and their respective agent, to enter such lot without being guilty of trespass to cause such maintenance and other things to be done thereon so as to bring said lot in full compliance therewith and to sue such owner for the full cost thereof, together with costs and reasonable fees of counsel incurred; and, in this regard, any individual member of the Architectural Committee shall have the right in his own name to sue such owner for and on behalf of the Architectural Committee.

5.04 The Architectural Committee may promulgate rules governing the form and content of plans to be submitted for its approval and governing the standards of required maintenance of those portions of lots which are visible from streets, roadways and adjoining lots, including the structures and landscaping required hereunder. Further, the Architectural Committee may issue statements of its policy with respect to the foregoing or with respect to other matters with which it may be concerned. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from, or amendment of any such rule or statement shall be deemed to bind the Architectural Committee as to its actions, including approval or disapproval of any feature or matter with which it may be concerned, or to waive the exercise of the Architectural Committee's discretion as to any such matter. Approval for use on any lot of any plans or specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or

elements included therein if such plans, specifications, features or elements are subsequently submitted for approval for use on any other lot or lots.

5.05 If any structure shall be altered, erected, placed or maintained upon any lot otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article V, such alteration, erection, and maintenance shall be deemed to have been undertaken in violation of this Article V and without the approval required herein. Any approved work of construction or alteration shall be prosecuted diligently to completion in accordance with the plans and specifications so approved, and completed within twelve (12) months after the date of such approval. Failure to so complete such work shall cause such approval to be automatically withdrawn, unless the Architectural Committee extends such approval for a period of not to exceed six (6) additional months. After such automatic withdrawal of approval, the structure being constructed or altered shall not then or thereafter be occupied or permitted to remain on any lot for a period longer than three (3) months; provided, however, that any prevention, delay or stoppage in the alteration, erection or maintenance undertaken pursuant to this Article V, due to acts of God, war, inability to obtain labor or materials or reasonable substitutes therefor, or governmental regulations or controls shall extend the provisions of this Section 5.05 with respect to time for a period equal to any such delay, prevention or stoppage, not to exceed a period of twelve (12) months.

5.06 Upon completion of the construction or alteration of any structure in accordance with plans approved by the Architectural Committee, it shall, upon written request of the owner thereof, issue a certificate of compliance signed by two of the members of the Architectural Committee identifying such structure and the lot on which such structure is placed, and stating that the plans and locations of such structure have been approved and that such

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structure complies with this Declaration. Delivery of such certificate to such owner shall be at the expense of such owner. When a certificate of compliance is issued and delivered in accordance with the provisions of this Section 5.06, any person who may have an interest in said real property or any lot therein shall be precluded from raising any question or asserting any irregularity of whatsoever kind or nature, as to the Architectural Committee, any purchaser or encumbrancer in good faith and for value, or any title insurer, concerning the compliance of any structure on the lot therein described with all of the requirements of this Article V and all other requirements of this Declaration as to which the Architectural Committee exercises any discretionary or interpretive powers, or concerning the right of the persons purporting to sign such certificate and deliver the same on behalf of the Architectural Committee.

5.07 Any agent of Declarant or of the Architectural Committee may, at any reasonable time or times, enter upon and inspect any lot for the purpose of ascertaining whether the maintenance of such lot, the maintenance, construction, or alteration of structures thereon, and any other matters referred to in this Declaration, are in compliance with the provisions hereof, and no trespass or other wrongful act shall be deemed to have been committed by reason of such entry or inspection.

5.08 The Architectural Committee is empowered to sit as an arbitration board for purposes of Article XIV hereof, or may designate one or more members thereof to act as an arbitrator. The parties to the arbitration shall pay any costs thereof; however, the arbitrator shall serve without compensation. The public member as referred to in Article VII shall not participate in any such arbitration.

ARTICLE VI

DECLARANT'S RIGHTS

6.01 Any provisions of this Declaration to the contrary notwithstanding, nothing herein shall be construed as preventing Declarant, its agents, representatives, designees, contractors or subcontractors from engaging in any of the following:

(a) The erection, construction and maintenance of structures, landscaping, planting and other improvements upon lots (such structures, landscaping, planting and other improvements may also be maintained by the buyers and renters thereof from Declarant and their respective successors and assigns and such maintenance by such persons shall not, under any circumstances, be construed as being in violation of any provisions of this Declaration).

(b) All forms of activities relating to construction and installation upon lots of structures, landscaping, planting and other improvements, including, but not limited to, use of temporary construction trailers, privies and buildings.

(c) All forms of advertising activities, and all forms of sales, marketing and rental activities relating to sales and rentals of lots and improvements thereon, including, but not limited to, use of signs, flags, poles, posters, sales offices and model homes.

6.02 To the extent any provisions of this Article VI conflict with any other provisions of this Declaration including, but not limited to, those set forth in Article IV and V hereof, the conflicting provisions of this Article VI shall in all instances prevail and control.

ARTICLE VII

ARCHITECTURAL COMMITTEE

7.01 The Architectural Committee shall consist of five (5) persons (hereinafter called "members"), each of whom shall be over the age of twenty-one (21) years, consisting of four (4) private members and one (1) public member. During the period of time ending three (3) years after the date of recordation of the Declaration or ending upon recordation by Declarant with the Office of the County Recorder of Los Angeles County of any instrument relinquishing its right of appointment, whichever first occurs, Declarant shall have the exclusive right to appoint private members to, remove private members and their successors from, and fill private member vacancies on the Architectural Committee. Two (2) of said private members need not be owners, and are appointed by Declarant as follows:

BERNARD KRASIK  
 331 North Maple Drive  
 Beverly Hills, California 90210

MAXWELL STARKMAN  
 9420 Wilshire Boulevard  
 Beverly Hills, California

Two of said private members must at all times be owners and Declarant shall appoint said members by the time 90% of the lots have been conveyed to owners. The fifth member, who shall be the public member, shall be a representative of, or a member of the staff of, or a member of the Duarte Redevelopment Agency, 1634 East Third Street, Duarte, California 91010. The Agency shall at all times hereunder designate the name of the public member who shall serve on said Architectural Committee. The name and office address of said public member shall be furnished in writing by the Agency upon request of any lot owner or other member of the Committee.

7.02 Upon termination by lapse of time or relinquishment of the exclusive right of Declarant to appoint members to, remove members and their successors from, and fill vacancies on the Architectural Committee, a majority of the then owners within said Property shall acquire and have exclusive right of appointment. In the event the Duarte Redevelopment Agency relinquishes in writing its right to designate a public representative, the owners may then appoint a replacement thereof, which person shall be an owner.

7.03 All persons appointed to the Architectural Committee by the owners must be owners. No appointment or resignation from the Architectural Committee (except for the individuals named in 7.01 above) shall become effective until an instrument evidencing same has been recorded with the office of the County Recorder of Los Angeles County, provided, however, all appointees of Declarant shall automatically cease to be members of the Architectural Committee upon termination of Declarant's exclusive right to appoint the private members of the Architectural Committee as aforesaid.

7.04 No member of the Architectural Committee shall be liable for any action taken by reason of or resulting from any mistake in judgment, negligence or nonfeasance.

7.05 For purposes of this Article VII the term "owner" or "owners" includes an owner(s) of lots within Tract Nos. 34276, 35709, 34829 and 33964 in the City of Duarte, California.

ARTICLE VIII

CONSTRUCTION OF THESE RESTRICTIONS

8.01 If any discrepancy, conflict or ambiguity is found to exist concerning the provisions of this Declaration, such ambiguity, conflict or discrepancy shall be resolved and determined by the Architectural Committee in its sole discretion. Such determination shall be made for the purpose of securing the uniform and harmonious appearance of said property.

8.02 In construing this Declaration, or any part thereof, stipulations which are or may be necessary to make this Declaration reasonable in any respect are to be implied.

8.03 The determination by any court that any provision of this Declaration is unlawful, void or unenforceable, in whole or in part, shall not affect the validity of any other provisions hereof; and no such determination that any provision hereof is inapplicable or unenforceable as to any particular lot or lots shall affect the applicability or enforceability of said provision or any other provision hereof to any other lot or lots.

8.04 Damages shall not be deemed adequate compensation for any breach or violation of any provisions hereof. Declarant and such persons as from time to time may be the owners of the lots contemplate the specific enforcement of the provisions hereof as part of a general plan for the improvement and use of said property, and do not contemplate recovery of damages alone in lieu of such enforcement for any breach or violation of any of these restrictions.

8.05 The headings of this Declaration are for convenience only and shall not affect the meaning or interpretation of the contents hereof.

ARTICLE IX

VIOLATION OF RESTRICTIONS; ENFORCEMENT

9.01 Upon any violation or breach of any of these restrictions, Declarant, its agents, or any designated member or representative of the Architectural Committee, may enter any lot upon or as to which such violation or breach exists, and may summarily cure, improve, rectify, abate and remove, at the expense of the owner of

such lot, together with costs and reasonable fees of counsel, any thing or condition that may be or exist thereon contrary to the provisions hereof, and any person so entering upon a lot shall not thereby be deemed to have trespassed upon such lot and shall be subject to no liability to the owner or occupant of such lot for such entry, curing, improving, rectification, abatement or removal.

9.02 Violation of any of these restrictions may be enjoined, abated, restrained or otherwise remedied by appropriate legal or equitable proceedings. Proceedings to restrain violation of these restrictions may be brought at any time that such violation appears reasonably likely to occur in the future. In the event proceedings are brought by any party or parties to enforce or restrain violation of any of these restrictions, or to determine the rights or duties of any person hereunder, the prevailing party in such proceedings may recover all costs and a reasonable attorneys' fee to be fixed by the court, in addition to court costs and any other relief awarded by the court in such proceedings.

9.03 The covenants, conditions and restrictions contained in this Declaration shall bind and inure to the benefit of and shall be enforceable by Declarant and the owner or owners of any lot or parcel of said property, and the respective heirs, personal representatives, successors and assigns of each. The failure by Declarant, its agents, any member of the Architectural Committee, any lot owner or any other person entitled to enforce any of these restrictions, to enforce the same shall in no event be deemed a waiver of the right of such person or of any other person entitled to enforce these restrictions to enforce the same thereafter.

9.04 Waiver or attempted waiver of any of these restrictions with respect to any lot shall not be deemed a waiver thereof as to any other lot, nor shall the violation of any of these restrictions in respect to any lot or lots affect the applicability or enforceability of these restrictions in respect to any other lot.

9.05 Notwithstanding the foregoing provisions of this Article IX no action shall be taken or commenced against an owner for any violation of any of the provisions of this Declaration unless said owner has received written notification of said violation and has failed to remedy same within a thirty (30) day period from the date of said notice.

#### ARTICLE X

##### TRANSFER OF DECLARANT'S AND OWNER'S RIGHTS AND POWERS HEREUNDER

10.01 The Declarant's rights hereunder, together with any other rights or powers of Declarant with respect to said property arising out of or in connection with this Declaration, may be assigned by Declarant to any other person.

10.02 Any rights exercisable by the several owners of the lots to enforce these restrictions shall pass to the subsequent owners thereof, along with the conveyance of such lots.

#### ARTICLE XI

##### GOOD FAITH LENDERS CLAUSE

11.01 No violation of any of the provisions of this Declaration shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any portion of said property; provided, however, that any purchaser at any trustee's, mortgagee's or foreclosure sale shall be bound by and subject to all provisions hereof as fully as any other owner of any portion of said property.

#### ARTICLE XII

##### GRANTEE'S COVENANT

12.01 Each grantee accepting a deed to a lot within said property covenants for himself, his heirs, personal rep-

representatives, successors and assigns, to observe, perform, and be bound by all provisions of this Declaration.

ARTICLE XIII

ZERO LOT LINE EASEMENT

13.01 Notwithstanding anything to the contrary elsewhere in this Declaration, Declarant, subject to all applicable laws, ordinances and municipal building requirements, may construct or cause to be constructed the residential structure on some or all lots, situated on the side yard property line. Accordingly, the following provisions shall be applicable thereto.

13.02 There is hereby reserved to Declarant and the other owners of Lots within said property, easements and rights appurtenant to each Lot which is contiguous of another Lot, which Lot shall be the dominant tenement and the contiguous Lot shall be the servient tenement, for the purpose of accommodating the natural settlement of Dwellings and Structures.

13.03 There is hereby reserved to Declarant and the other owners of Lots within said property, easements and rights appurtenant to each Lot which is contiguous to another Lot, which Lot shall be the dominant tenement and the contiguous Lot shall be the servient tenement, as follows:

(a) In favor of the dominant tenement over the servient tenement, for encroaching onto the servient tenement by reason of outcropping of structures or by reason of a roof, or eave overhangs from a Dwelling or structure on the dominant tenement and for maintenance of such outcroppings or roof or eave overhangs by the owner of the dominant tenement.

(b) In favor of the dominant tenement over the servient tenement, for maintenance, repair, and replacement by the owner of the dominant tenement of a Dwelling or structure situated thereupon, including, without limitation, a Dwelling or structure situated upon the dominant tenement which abuts the boundary of the servient tenement the maintenance of all or portion of which (including exterior walls) is feasible only by entry by the owner of the dominant tenement upon the servient tenement.

(c) In favor of the dominant tenement over the servient tenement, by reason of the original placement by Declarant of improvements and the continuing maintenance and replacement thereof.

(d) In the event that any portion of such dwelling or structure which encroaches upon or abuts the boundary of the servient tenement is damaged or injured through the act or negligence of the owner of the servient tenement, or any person entering upon the servient tenement with the consent of the owner of the servient tenement, the damage or injury shall be repaired or replaced, as applicable, at the cost of the servient tenement owner, and the owner of the dominant tenement shall have an action at law against the owner of the servient tenement for the costs of such replacement or repair, as applicable, together with any and all costs of suit and reasonable attorney's fees.

(e) The owner of the servient tenement is hereby prohibited from attaching or placing any structure, appliance, or improvement on or adjoining the dwelling or

structure which abuts upon or encroaches upon the boundary of the servient tenement and which would in any way interfere with the right of access hereinabove provided in favor of the dominant tenement over the servient tenement.

ARTICLE XIV

ABUTTING WALLS AND COMMON ROOFS

14.01 For purposes of this Article, "abutting walls" are defined as any wall which is either built as part of the original construction of any improvements within said property or is built thereafter with the approval or deemed approval of the Architectural Committee and which is located and placed within a lot immediately adjacent to a wall on an adjoining lot, each such wall being on either side of the dividing line between two lots. "Common roof" is defined as any roof which is either built as part of the original construction of any improvements within said property or is built thereafter with the approval or deemed approval of the Architectural Committee and which is located over two adjoining structures as a continuous structure constituting in appearance a single roof.

14.02 The owners who have abutting walls and common roofs shall each have the right to use the wall and roof located on the owner's own lot. Neither owner shall use or permit to be used any portion of abutting walls and common roofs if said use unreasonably interferes with the use and enjoyment of the other owner. Each owner shall be responsible for repairing, rebuilding and maintaining his own wall and roof unless such wall or roof is damaged or injured by the act or negligence of the owner (or person

entering with such owner's lot with his consent) of the adjoining lot, in which event the owner causing said damage or injury shall bear the expense of the repair or replacement, as applicable, of the wall or roof, as the case may be. In the event all or substantially all of the common roof requires replacement or repair, not due to fault of either owner, each of said owners shall share equally in the cost of said repair or replacement, as applicable, all such work to require the prior approval of the Architectural Committee. Any and all disputes with respect to abutting walls or common roofs, including but not limited to repair or replacement or maintenance obligations or boundary disputes between adjacent lot owners shall be submitted to the Architectural Committee for arbitration by said Committee in accordance with the rules of the American Arbitration Association. Any award may provide for attorney fees and costs. Each owner and his duly authorized representatives shall have the right to enter upon the adjoining owner's lot for the purpose of repairing or replacing, as applicable, abutting walls or common roofs, upon reasonable notice during daylight hours, and at any time if an emergency exists. Any such entry shall not be deemed a trespass.

#### ARTICLE XV

##### INSURANCE

15.01 Each owner shall at all times maintain fire, special form insurance policy for the current replacement cost of his dwelling and garage with a company authorized to do business in California. Said policy shall contain a waiver of subrogation provision.

15.02 Any rebuilding or repair to the dwelling or garage or other lot improvements shall be in accordance with the original plans and specifications for the improvements constructed by Declarant unless otherwise approved by the Architectural Committee. Each owner agrees to apply all insurance proceeds to said rebuilding or repair, unless prohibited by the terms of any first deed of trust on the lot.

#### ARTICLE XVI

##### NONDISCRIMINATION

16.01 The rental, sale, or lease of any Lot hereunder shall not be restricted on the basis of sex, race, color, creed, ancestry or natural origin of any person.

16.02 All such deeds shall contain or be subject to substantially the following nondiscrimination or nonsegregation clause:

"The grantee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of sex, race, color, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or any person claiming under or through him, establish or permit any such practice or practices of nondiscrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

16.03 All such contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clause:

"There shall be no discrimination against or segregation of, any person, or group of persons on account of sex, race, color, creed, national origin or ancestry in the sale, lease, sub-lease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

#### ARTICLE XVII

#### LIGHTING AND LANDSCAPE DISTRICT AND PARKING


17.01 Each Lot owner by acceptance of a Deed to a lot described in Schedule A hereby acknowledges that his lot line does not extend beyond his patio and garage, the real property between his Lot line and the curb line being part of the dedicated parkway. The City of Duarte will establish a lighting and landscape maintenance district to provide for maintenance and control of said parkway landscaping.

17.02 No motor vehicles, boats, trailers or trucks shall be parked on the driveway portion, off the Lot line, within the parkway referred to in 17.01 above.

IN WITNESS WHEREOF, the undersigned have executed  
this Instrument the day and year first above written.

LAS LOMAS VILLAS,  
a limited partnership

By: ALLWEST DEVELOPMENT CORPORATION

By:   
BERNARD KRASIK, President  
General Partner

TO 446 C

(Corporation as a Partner of a Partnership)

(TI)

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES } SS.

On JULY 18, 1979 before me, the undersigned, a Notary Public in and for  
said State, personally appeared BERNARD KRASIK, known to me to be the  
President, and \_\_\_\_\_, known to me to be the \_\_\_\_\_

Secretary of ALLWEST DEVELOPMENT CORPORATION the corporation that executed  
the within instrument and known to me to be the persons who  
executed the within instrument on behalf of said corporation,  
said corporation being known to me to be one of the partners of

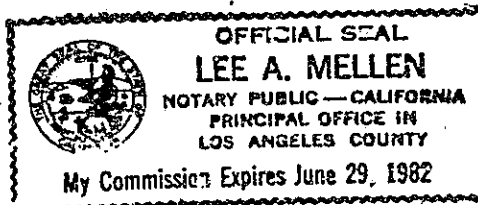
LAS LOMAS VILLAS the partnership  
that executed the within instrument, and acknowledged to me  
that such corporation executed the same as such partner and  
that such partnership executed the same.

WITNESS my hand and official seal.

Signature Lee A. Mellen

LEE A. MELLEN

Name (Typed or Printed)



(This area for official notarial seal)

SCHEDULE A

Lots 1 through 43 inclusive of Tract 33964 in the City of Duarte, County of Los Angeles, State of California, as per Map recorded on May 17, 1979 in Book 916, Pages 92 through 95 inclusive of Maps, in the Office of the County Recorder of said County.