

# CALIFORNIA COUNTRY CLUB ESTATES

## DECLARATION OF RESTRICTIONS

of

## CALIFORNIA COUNTRY CLUB HOMES ASSOCIATION

[Tract #1]

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# DECLARATION OF RESTRICTIONS

THIS DECLARATION made this 12<sup>th</sup> day of April, 1951, by COUNTRY CLUB T. H. CORP., a California corporation (hereinafter referred to as "Declarant).

WITNESSETH:

WHEREAS, Declarant is the owner of the real property hereinafter described as Article 1 hereof; and

WHEREAS, Declarant desires to subject said property to the following conditions, restrictions and charges for the benefit of said property and its present and subsequent owners; and

WHEREAS, the power to enforce certain of said conditions, restrictions, reservations and charges is to reside in California Country Club Homes Association, a nonprofit corporation (hereinafter referred to as the "Association"), whose members shall be Declarant and all future owners of record of building sites on said property: (sic)

NOW, THEREFORE, Country Club T.H. Corp., hereby declares that the property described in Article 1 hereof is and shall be held and conveyed upon and subject to the conditions, covenants, restrictions, reservations and charges hereinafter set forth:

## ARTICLE 1.

### PROPERTY SUBJECT TO THIS DECLARATION.

The real property subject to this Declaration is situated in Los Angeles, California, and is more particularly described in Schedule A which is annexed hereto, incorporated herein by reference, and made a part hereof.

## ARTICLE 2.

### ADDITIONAL PROPERTY WHICH MAY BE SUBJECTED TO THIS DECLARATION

Declarant also owns a larger parcel of real property, of which that described in Schedule A is a part. Such larger parcel is more particularly described in that certain deed from Beverly Management Corporation, to Declarant, dated December 15, 1950, recorded December 22, 1950, in Book 35144, page 84, of Official Records of Los Angeles County, California. Declarant contemplates the sale of the entire parcel, in lots for building sites in accordance with the general scheme or plan set forth in this Declaration. If, as and when Declarant determines to offer for sale portions of said land in addition to that described in Schedule A, it may subject such additional portions to these restrictions, with such modifications or alterations thereof or additions thereto as the circumstances may require, by appropriately recording a supplement hereto which shall be designated "Supplementary Schedule B". However, nothing contained herein shall be construed as requiring Declarant to subject to these restrictions any property other than that described in Schedule A. Declarant hereby expressly reserving the right and option to subject the other property referred to in this Article to these restrictions, if and when Declarant sees fit so to do; nor shall any property other than that described in Schedule A be deemed subject to this Declaration, or any of the conditions, covenants, restrictions, reservations and charges herein set forth, unless and until expressly subjected thereto, except that the property described in said deed dated December 15, 1950 from Beverly Management Corporation to Declarant shall be

subject to the covenant of Declarant, contained in Article 17 hereof, not to use the same for the purpose of exploring for, taking therefrom, or producing therefrom, gas, oil or other hydrocarbon substances.

ARTICLE 3.  
DEFINITION OF TERMS

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

§3.01. “Dwelling house” and “outhouse” shall include both main portion of such structures and all projections therefrom, such as bay, bow or oriel windows, exterior chimneys, covered porches or porticoes and the like, including, in the case of dwelling houses, garages incorporated in and forming a part thereof; but shall not include the eaves of such structures, nor any open pergola, nor any uncovered porch, stoop or steps the balustrades or sides of which do not extend more than three (3) feet above the level of the first floor of such building.

§3.02 “Lot” means one of the numbered parcels on the map referred to in Schedule A.

§3.03 “Building site” means either a lot as shown on said map, or a parcel consisting of a portion of any lot (other than a corner lot) or contiguous portions of any two or more contiguous lots (other than corner lots); provided, however, that such parcel, if composed of a portion of a lot or portions of two or more contiguous lots, shall have a principal frontage of not less than fifty (50) feet, and an area of at least five thousand (5,000) square feet.

§3.04 “Said property” means the property described in Schedule A, unless the context and circumstances otherwise require.

§3.05 “Setback” means the minimum distance between the dwelling house or other structure referred to and a given street or line.

§3.06 “Street” means any street, highway or other thoroughfare shown on such map, whether designated thereon as street, avenue, boulevard, place, drive, road, terrace, way, lane, circle or otherwise.

§3.07 “Street frontage” means that portion of a lot or building site which borders on a street.

ARTICLE 4.  
USES OF PROPERTY.

§4.01 No building site on said property shall be used for any purpose other than residence purposes.

§4.02 No stable, poultry house or yard, pigeon loft or house, or rabbit hutch or house shall be constructed or maintained on any building site; no horses, cattle, cows, goats, sheep, rabbits, hares, or other animals, pigeons, pheasants, game birds, game, or other birds, fowls or poultry shall be raised, kept or permitted upon said real property or any part thereof, except that dogs and cats may be kept upon said real property, provided that they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities.

§4.03 Said property shall not, nor shall any part thereof, be used for the purpose or exploring for, taking therefrom, or producing therefrom, gas, oil or other hydrocarbon substances.

§4.04 No noxious or offensive trade or activity shall be carried out upon said property or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood.

§4.05 Each dwelling house erected on said property shall be equipped with an electric garbage disposal unit. In the event such unit is not available for any dwelling house and the Association is unable to provide a unit at wholesale price within ten (10) days after it has been notified that such unit is unavailable, the Association shall waive such provisions as to such dwelling house.

ARTICLE 5.  
CHARACTER AND SIZE OF BUILDINGS

§5.01 No building may be erected or maintained on any building site on said property except one (1) single-family dwelling house not more than two (2) stories in height above the main floor level, designed for occupation by not more than one family, together with the outhouses and garages hereinafter permitted.

§5.02 (a) Outhouses or garages (not more than one (1) story in height if appurtenant to a one-story dwelling house, and not more than two (2) stories in height if appurtenant to a two-story dwelling house) may be erected and maintained for the use of the owner or occupants of the building site upon which such outhouse or garage is located.

(b) Each outhouse and garage shall conform generally in architectural design and exterior materials and finish to the dwelling house to which it is appurtenant.

(c) No outhouse of any kind, or garage, shed or tent, or trailer used for living purposes, shall be erected or maintained on any building site prior to the erection thereon of the principal structure permitted to be erected thereon by this Declaration.

§5.03 No building, any part of which is designed for dwelling purposes, shall be in any manner occupied while in the course of original construction or until it complies with all requirements as to area and with all other conditions and restrictions applicable thereto. The construction of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until fully completed. Every building, fence, wall or other structure placed on any part of said property shall be constructed from new material, unless the use of other than any material therefore shall have received the written approval of the Association. No building constructed elsewhere shall be moved to or constructed on said property except with the written approval of the Association.

§5.04 Each dwelling house erected on said property, or any part thereof, shall face or front the principal street of the building site upon which it is located, as such principal street is indicated on Schedule A or said map therein referred to; provided that as to corner lots, a dwelling house may face or front a street other than the principal street, if the written approval of the Association is received therefor; and in such event the Association shall have the right to determine the extent and locations of the setbacks in and affecting such corner lot or lots.

§5.05 Each building erected or maintained on a building site shall have a full-pitched roof at the ratio or not less than three inches (3") or twelve inches (12") run.

§5.06 No dwelling house more than one (1) story in height above the main floor level having a smaller ground floor area (exclusive of porches, basements, cellars, and any garage incorporated in and forming a part of the house) than one thousand (1,000) square feet shall be erected; nor shall any dwelling house have a smaller total floor area than fifteen hundred square feet (exclusive of porches,

patios, basements, cellars, and any garage incorporated in and forming a part of the house); provided, however, that with the written consent of the Association, the minimum ground floor area of any dwelling house may be reduced by not more than one hundred (100) square feet, if such reduction, in the opinion of the Association, would not be detrimental to the appearance of such dwelling house.

## ARTICLE 6.

### FENCES.

§6.01 No fence or boundary wall located upon a building site shall have a height greater than six (6) feet above the finished graded surface of the ground upon which it is located.

§6.02 No wall or fence higher than thirty inches from the ground level shall be erected or maintained within the setback area of any building site as to any street.

§6.03 No hedge or hedgerow within the setback area of any dwelling house as to any street shall have a height greater than three (3) feet above the finished graded surface of the ground upon which such hedge or hedgerow is located.

## ARTICLE 7.

### APPROVAL OF PLANS.

§7.01 No building, fence, wall, pole or other structure shall be erected, constructed, altered or maintained upon any portion of said property, or of any property at any time within the jurisdiction of the Association, unless a complete set of plans and specifications therefor, including the exterior color scheme together with a block plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Association and a copy of such plans as finally approved deposited for permanent record with the Association. Such plans and specifications shall be submitted in writing for approval, over the signature of the owner of the building site or over the signature of his duly authorized agent, on a form prepared by and satisfactory to the Association. The approval of said plans and specifications may be withheld not only because of their noncompliance with any of the specific conditions, covenants and restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Association with the grading plan, location of the structure on the building site, the color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or altered structures, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Association, would render the proposed structure inharmonious or out of keeping with the general plan of improvement of said property or with the structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected. The purchaser of any lot, or portions of lots, for building sites in said property, by the acceptance of deeds therefore, or by the signing of contracts or agreements to purchase the same, shall be personally obligated to pay the Association a fee to be fixed by it for the examination, inspection and approval of each set of plans and specifications, et cetera, in accordance with the provisions hereof.

§7.02 The Association may, in its by-laws or otherwise, provide for the appointment of three (3) persons to constitute a Review Board, whose duties shall be to assist the Association in all matters referred to in Article 7 and to perform such other functions as the Association may assign to such Review Board from time to time. The members of such Review Board need not be members of the

Association. They shall hold office for such time as the Association by resolution may provide, and shall receive such compensation as the Association may from time to time determine.

§7.03 The approval of the Association for use on any building site of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Association of its right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided, for use on other building sites.

§7.04 If after such plans and specifications have been approved, any building, fence, wall or other structure shall be altered, erected or maintained upon the building site otherwise than as approved by the Association, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Association every having been obtained as required by this Declaration.

§7.05 Any agent or officer of the Association may from time to time at any reasonable hour or hours enter and inspect any property subject to the jurisdiction of the Association as to its maintenance or improvement in compliance with the provisions hereof; and the Association and/or any agent or officer thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. The Association may issue a certificate of completion and compliance as to any property so inspected and make and collect a charge therefor.

§7.06 For the purpose of making a search upon, or guaranteeing or insuring title to, any lien on and/or interest in any lot or parcel of said property, and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or nonperformance of any of the acts in this Declaration authorized, permitted or to be approved by the Association, the records of the Secretary of the Association shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion and compliance by the Association showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Association by the Secretary thereof, shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereon and/or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Association. In any event after the expiration of one (1) year from the date of the issuance of a building permit by municipal or other governmental authority for any structure, work improvement or alteration, said structure, work improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Association of such noncompletion and/or noncompliance shall appear of record in the office of the County Recorder of Los Angeles County, California, or legal proceedings shall have been instituted to enforce completion and or compliance.

## ARTICLE 8. SETBACK AND LOCATION OF BUILDINGS.

§8.01 Dwelling houses erected on said property shall have such setbacks from streets as are more particularly specified in Schedule A.

§8.02 Uncovered porches, stoops or pergolas constituting a part of a dwelling house or outhouse may encroach not more than seven (7) feet into the setback area for dwelling houses as to any street if, such setback is fifteen (15) feet or more.

§8.03 Outhouses of any kind erected or maintained on any building site which has only one street frontage shall be located on the rear one-quarter (1/4) of the building site. In the case of corner building sites, outhouses shall be located on the rear one-quarter (1/4) of the building site (computed from the street upon which such building site has its principal frontage) and a set back of not less than twenty (20) feet from any other street. Dwelling houses shall have a setback of not less than ten (10) feet from the rear lines of the building sites upon which they are respectively located.

§8.04 Each dwelling house shall have a setback of not less than five (5) feet from each side line of the building site on which it is located, except that in the case of corner lots, the setbacks from the side lines along the streets shall be those indicated in Schedule A and the map therein referred to. No portion of any dwelling house shall encroach on any such side line setback area, except that: (a) eaves, porte cocheres, open pergolas, uncovered porches, stoops or steps the balustrades or sides of which do not extend more than three (3) feet above the level of the first floor of the dwelling house, may encroach on any such side line setback area; and (b) exterior chimneys may encroach for not more than twenty-six inches (26") into any such area.

## ARTICLE 9.

### SIGNS.

No sign or other advertising device of any character shall be erected or maintained upon any part of said property, except that on any one lot or building site one sign, not larger than eighteen (18) by twenty-four (24) inches, advertising the property for sale or for rent, may be erected and maintained behind the setback area of such lot or building site as to any street.

## ARTICLE 10.

### EASEMENTS, RIGHTS OF WAY, PARKS, GRADES AND PLANTING.

§10.01 Said real property and the building sites included therein are subject to such easements and rights of way for erecting, constructing, maintaining and operating public sewers, and poles, wires and conduits for lighting, heating, power, telephone and any other method of conducting and performing any public or quasi-public utility services or function, as such easements and rights of way are more particularly set for in the certificate attached to the map referred to in Schedule A.

§10.02 Declarant hereby expressly reserves the right to make any and all such cuts and fills on said property and on the building sites included therein, and do such grading, as in its judgment may be necessary to grade streets and building sites designated or delineated upon any map of said property or any part thereof.

## ARTICLE 11.

### CONSTRUCTION OF CONDITIONS AND RESTORATIONS.

§11.01 If, for any reason, it is uncertain which are the front, side, or rear lines of any building site, or the restricted areas provided therefor, the Association shall in all cases (except where such lines and restricted areas have been determined herein or in the contracts and deeds of Declarant) determine what are to be deemed such lines and restricted areas, and the decision of the Association in respect thereto shall be final. Building sites situated on the real property described in Schedule A shall be deemed to have their principal frontage on the streets respectively designated in said Schedule as the streets on which such sites have their principal frontage.

§11.02 If the setback of any building or the width or principal frontage of any building site be difficult of determination by reason of its irregular shape or otherwise, or if the extent or location of the side line setbacks required for any building by Article 8 of this Declaration be uncertain, the Association shall in all cases determine what is to be deemed the principal frontage or the setback of such building or the width of such building site, or the extent and location of such side line setbacks, as the case may be, and the decision of the Association in respect thereof shall be final.

§11.03 The setback of any building, or the width of any building site, or the location and extent of side line setbacks may, in any such cases, be determined by the Declarant prior to sale and be particularly described in the contracts and deeds covering the lots or building sites as to which such determination is made by Declarant.

§11.04 If two or more setback provisions of this Declaration as to the same street line and affecting the erection and maintenance of the same class of building are applicable to the same lot or building site, then the setback provision requiring the greater setback shall control.

§11.05 In construing this Declaration, or any part thereof, stipulations which are necessary to make this Declaration of Restrictions, or any of its terms or provisions, reasonable are implied.

§11.06 The determination by any court that any of the provisions of this Declaration are unlawful or void shall not affect the validity of any of the other provisions hereof.

§11.07 Damages are declared not to be adequate compensations for any breach of the provisions of this Declaration. Declarant contemplating the enforcement of such restrictions as part of the general plan of improvement, and not damages for the breach of such restriction.

## ARTICLE 12.

### SCOPE AND DURATION OF CONDITIONS, RESTRICTIONS AND CHARGES.

All of the conditions, restrictions and charges set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as a part of the general plan of development, improvement, building, occupation and maintenance hereby or in any supplement to this Declaration adopted therefor by Declarant; and said conditions, restrictions and charges shall run with the land and continue to be in full force and effect, except as hereinafter provided and subject to the provisions of Article 13 hereof, until January 1, 1990 (provided, however, that the prohibition of §4.03 hereof shall be perpetual), and shall, as then in force, be continued automatically and without further notice from that time for a period of twenty (20) years, and thereafter for successive periods of twenty (20) years each without limitation unless, within six (6) months prior to January 1, 1990, or within the six (6) months prior to the expiration of any successive twenty-year period thereafter, a written agreement executed by the then record owners of more than one-half in area of said property then subject to this Declaration, exclusive of streets, parks and open spaces, be placed on record in the office of the County Recorder of Los Angeles County, by the terms of which agreement any of said conditions, restrictions or charges, excepting the prohibitions of §4.03 hereof, are changed, modified or extinguished in whole or in part as to all or any part of the property then subject thereto in the manner and to the extent therein provided. In the event that any such written agreement of change or modification be duly executed and recorded, the original conditions, restrictions and changes as therein modified shall continue in force for successive periods of twenty years each unless and until further changed, modified or extinguished in the manner herein provided.



ARTICLE 13.

CANCELLATION AND ANNULMENT OF CONDITIONS, RESTRICTIONS AND CHARGES

At any time after the 1<sup>st</sup> day of January, 1975, the owners of record of lots or building sites in the property then subject to this Declaration (including all property which may hereafter have been subjected and may then be subject to this Declaration, with or without alterations, modification or additions, as contemplated by Article 2 hereof) having an aggregate area equivalent to not less than sixty-five per cent (65%) of the total area of all such property, may cancel and annul, with respect to all such property, all or any of the conditions, restrictions and charges contained in this Declaration and any such supplement, excepting the prohibition of §4.03 hereof, by an instrument in writing, signed by said owners, which shall be acknowledged by them so as to entitle it to record and be recorded in the office of the Recorder of said County of Los Angeles.

ARTICLE 14.

VIOLATION OF CONDITIONS AND RESTRICTIONS.

§14.01 Violation of any of the conditions or restrictions herein contained shall give to Declarant and/or the Association the right to enter upon the property upon or as to which such violation exists, and to summarily abate and remove. (*sic*) at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and Declarant and/or the Association shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

§14.02 The result of every act or omission whereby any condition or restriction herein contained is violated, in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by Declarant and/or by the Association. In any legal or equitable proceeding by Declarant or the Association, or both, for the enforcement, or to restrain a violation, of this Declaration or any provisions hereof, the losing party or parties shall pay the attorney's or attorneys' fees of the winning party or parties in such amount as may be fixed by the court in such proceeding. Such remedies shall be deemed cumulative and not exclusive.

ARTICLE 15.

RIGHT TO ENFORCE.

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, the Association, or the owner or owners of any portion of said property, or their and each of their legal representatives, heirs, successors and assigns; and failure by Declarant, or by the Association, or by any other property owner, or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so hereafter.

ARTICLE 16.

ASSIGNMENT OF POWERS.

Any or all of the rights and powers and reservations of Declarant herein contained may be assigned to the Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights and powers and reservations assigned; and upon any such corporation or association

evidencing its consent in writing to accept such assignment and assume such duties it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein.

ARTICLE 17.  
CONVENANT AGAINST OIL AND GAS USES.

Declarant as the owner of all of the real property described in that certain deed referred to in Article 2 of this Declaration, of which said property described in Schedule A is a part, hereby covenants, on behalf of and for itself and its assigns who may at any time be the owners of all or any part of the real property described in said deed, for the benefit of and to each and every purchaser of one or more lots or building sites in said property described in Schedule A, and the respective assigns of such purchasers and of each of them, that Declarant will not explore or drill for, or take or produce gas, oil or other hydrocarbon substances upon or from said real property described in said deed or any part thereof, and that neither said property described in said deed, nor any part thereof, shall at any time be used for the purpose of exploring or drilling for, taking from or producing therefrom, gas, oil or other hydrocarbon substances.

IN WITNESS WHEREOF, COUNTRY CLUB T.H. CORP., a corporation, has caused its corporate name to be hereunto subscribed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed this 12<sup>th</sup> day of April, 1951.

COUNTRY CLUB T.H. CORP.  
A corporation  
By Albert E. Marks, *President*  
And Eleanor Coburn, *Secretary*

**SCHEDULE “A”**

This schedule is the Schedule “A” referred to in Article 1 of the foregoing Declaration of Restrictions and is made a part hereof as therein provided.

**DESCRIPTION OF PROPERTY**

COUNTRY CLUB T.H. CORP., a California corporation, Declarant in said Declaration of Restrictions, is the owner of the following described real property situated in the City and County of Los Angeles, State of California, and more particularly described as Lots 1 to 161, inclusive, of Tract 15299, as per map recorded in Book 407, pages 6 to 9 of Maps, in the office of the County Recorder of said County. Said property is subjected to the conditions, restrictions and charges specified in said Declaration of Restrictions, as provided in Article 1 thereof.

**CHART OF SETBACKS, ETC.**

The following chart tabulates certain provisions of said Declaration in their application to the building sites embraced within the above-described property. Said chart sets forth the application of said restrictions with reference to the principal street on which each building site fronts and the setbacks of the dwelling houses from the principal street and from the side street or streets.

Where the letter “M” is used under the caption: “PRINCIPAL STREET ON WHICH BUILDING SITE FRONTS”, it means that the lot thus indicated has only one street frontage, and reference is made to said map therefore.

Where the “—” is used in the chart, it means “not affected”.

Where the word “optional” is used in the chart, it means that with reference to any lot thus indicated, the determination of the principal street is optional with the owner of said lot.

| Lot No. | Principal Street on which Building Site Fronts | Setbacks of Principal Structure |                  | Lot No. | Principal Street on which Building Site Fronts | Setbacks of Principal Structure |                  |
|---------|--|---------------------------------|------------------|---------|--|---------------------------------|------------------|
|         |  | From Principal Street           | From side street |         |  | From Principal Street           | From side street |
| 1       | Queensbury                                     | 20                              | —                | 14      | M  | “                               | —                |
| 2       | M  | “                               | —                | 15      | M  | “                               | —                |
| 3       | M  | “                               | —                | 16      | M  | “                               | —                |
| 4       | M  | “                               | —                | 17      | M  | “                               | —                |
| 5       | M  | “                               | —                | 18      | M  | “                               | —                |
| 6       | M  | “                               | —                | 19      | M  | “                               | —                |
| 7       | M  | “                               | —                | 20      | M  | “                               | —                |
| 8       | M  | 20                              | 10               | 21      | M  | “                               | —                |
| 9       | M  | 20                              | 10               | 22      | M  | “                               | —                |
| 10      | M  | “                               | —                | 23      | Queensbury                                     | —                               | 10               |
| 11      | M  | “                               | —                | 24      | Cavendish                                      | —                               | 10               |
| 12      | M  | “                               | —                | 25      | M  | 20                              | —                |
| 13      | M  | “                               | —                | 26      | M  | “                               | —                |

| Lot No. | Principal Street on which Building Site Fronts | Setbacks of Principal Structure |                  | Lot No. | Principal Street on which Building Site Fronts | Setbacks of Principal Structure |                  |
|---------|--|---------------------------------|------------------|---------|--|---------------------------------|------------------|
|         |  | From Principal Street           | From side street |         |  | From Principal Street           | From side street |
| 27      | M  | “                               | —                | 70      | M  | “                               | —                |
| 28      | M  | “                               | —                | 71      | M  | “                               | —                |
| 29      | M  | “                               | —                | 72      | M  | “                               | —                |
| 30      | M  | “                               | —                | 73      | M  | 20                              | —                |
| 31      | M  | “                               | —                | 74      | M  | “                               | —                |
| 32      | M  | “                               | —                | 75      | M  | “                               | —                |
| 33      | M  | “                               | —                | 76      | M  | 15                              | —                |
| 34      | M  | “                               | —                | 77      | Bridlevale                                     | 20                              | 10               |
| 35      | M  | “                               | —                | 78      | M  | 20                              | —                |
| 36      | M  | “                               | —                | 79      | Bridlevale                                     | 20                              | 10               |
| 37      | M  | 20                              | —                | 80      | M  | “                               | —                |
| 38      | M  | 20                              | 10               | 81      | M  | “                               | —                |
| 39      | M  | 20                              | 10               | 82      | M  | “                               | —                |
| 40      | M  | “                               | —                | 83      | M  | “                               | —                |
| 41      | M  | “                               | —                | 84      | M  | “                               | —                |
| 42      | M  | “                               | —                | 85      | M  | “                               | —                |
| 43      | M  | “                               | —                | 86      | M  | “                               | —                |
| 44      | M  | “                               | —                | 87      | Bridlevale                                     | 20                              | 10               |
| 45      | M  | “                               | —                | 88      | “  | 20                              | —                |
| 46      | M  | “                               | —                | 89      | Earlmar  | 15                              | —                |
| 47      | M  | “                               | —                | 90      | M  | 20                              | —                |
| 48      | M  | “                               | —                | 91      | M  | “                               | —                |
| 49      | M  | “                               | —                | 92      | M  | “                               | —                |
| 50      | M  | “                               | —                | 93      | M  | “                               | —                |
| 51      | Queensbury                                     | 15                              | —                | 94      | M  | “                               | —                |
| 52      | Cavendish                                      | 20                              | —                | 95      | M  | “                               | —                |
| 53      | M  | “                               | —                | 96      | M  | “                               | —                |
| 54      | M  | “                               | —                | 97      | M  | “                               | —                |
| 55      | M  | “                               | —                | 98      | M  | “                               | —                |
| 56      | M  | “                               | —                | 99      | M  | “                               | —                |
| 57      | M  | “                               | —                | 100     | M  | “                               | 10               |
| 58      | M  | “                               | —                | 101     | M  | “                               | 10               |
| 59      | M  | “                               | —                | 102     | M  | “                               | —                |
| 60      | M  | “                               | —                | 103     | M  | “                               | —                |
| 61      | M  | “                               | —                | 104     | M  | “                               | —                |
| 62      | M  | “                               | —                | 105     | M  | “                               | —                |
| 63      | M  | “                               | —                | 106     | M  | “                               | —                |
| 64      | M  | 20                              | 10               | 107     | M  | “                               | —                |
| 65      | M  | 20                              | 10               | 108     | M  | “                               | —                |
| 66      | M  | “                               | —                | 109     | M  | “                               | —                |
| 67      | M  | “                               | —                | 110     | M  | “                               | —                |
| 68      | M  | “                               | —                | 111     | M  | “                               | —                |
| 69      | M  | “                               | —                | 112     | M  | “                               | —                |

| Lot No. | Principal Street on which Building Site Fronts | Setbacks of Principal Structure |                  | Lot No. | Principal Street on which Building Site Fronts | Setbacks of Principal Structure |                  |
|---------|--|---------------------------------|------------------|---------|--|---------------------------------|------------------|
|         |  | From Principal Street           | From side street |         |  | From Principal Street           | From side street |
| 113     | M  | “                               | —                | 139     | M  | 15                              | —                |
| 114     | M  | “                               | —                | 140     | Earlmar  | 20                              | 10               |
| 115     | M  | “                               | —                | 141     | Optional                                       | —                               | —                |
| 116     | M  | “                               | —                | 142     | Earlmar  | 15                              | —                |
| 117     | M  | 20                              | —                | 143     | M  | 15                              | —                |
| 118     | M  | “                               | —                | 144     | M  | 20                              | —                |
| 119     | Earlmar  | “                               | —                | 145     | M  | 20                              | —                |
| 120     | Optional                                       | —                               | —                | 146     | Earlmar  | 20                              | 10               |
| 121     | M  | “                               | —                | 147     | M  | 20                              | —                |
| 122     | Earlmar  | “                               | —                | 148     | Cheviot  | 15                              | 10               |
| 123     | M  | “                               | —                | 149     | M  | 20                              | —                |
| 124     | M  | “                               | —                | 150     | Earlmar  | “                               | —                |
| 125     | Philo  | “                               | —                | 151     | M  | “                               | —                |
| 126     | Philo  | “                               | —                | 152     | M  | “                               | —                |
| 127     | M  | “                               | —                | 153     | M  | “                               | —                |
| 128     | M  | “                               | —                | 154     | M  | “                               | —                |
| 129     | M  | “                               | —                | 155     | M  | “                               | —                |
| 130     | M  | “                               | —                | 156     | M  | “                               | —                |
| 131     | Optional                                       | —                               | —                | 157     | M  | “                               | —                |
| 132     | Optional                                       | —                               | —                | 158     | M  | “                               | —                |
| 133     | M  | 20                              | —                | 159     | M  | “                               | —                |
| 134     | Optional                                       | —                               | —                | 160     | Bridlevale                                     | “                               | 15               |
| 135     | M  | 15                              | —                | 161     | M  | “                               | —                |
| 136     | M  | 15                              | —                |         |  |                                 |                  |
| 137     | M  | 15                              | —                |         |  |                                 |                  |
| 138     | M  | 15                              | —                |         |  |                                 |                  |

COUNTRY CLUB T.H. CORP.,  
A California Corporation,  
By ALBERT E. MARKS, *President*  
And ELEANOR COBURN, *Secretary*

STATE OF CALIFORNIA  
County of Los Angeles

On this 16<sup>th</sup> day of April, 1951, before the undersigned, a Notary Public in and for the said County and State, personally appeared ALBERT E. MARKS, President, and ELEANORE COBURN, Secretary, known to me to be the President and Secretary of the COUNTRY CLUB T.H. CORP., the Corporation that executed the within Declaration of Restrictions and Schedule A, known to me to be the persons who

executed the within Declaration of Restrictions and Schedule A, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

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

S.J. DUNITZ

Notary Public in and for said County and State.

My Commission expires March 20, 1955