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FOR TRACT 25762

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DECLARATION OF RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by BARBARA LAND COMPANY, a California corporation, hereinafter referred to as “Declarant”,

WITNESSETH:

Whereas, Declarant is the owner of certain property in the City of Los Angeles, County of Los Angeles, State of California, which is more particularly described as Tract 25762, as per map recorded in Book 767, pages 93 to 99, inclusive of Maps, Records of Los Angeles County, California; and

WHEREAS, Declarant will convey the said properties subject to certain protective covenants, conditions, restrictions, reservation, easements, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, reservations, easements, liens and charges, all of which are for the purpose of enhancing and perfecting the value, desirability and attractiveness of the real property. These covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof and to the City of Los Angeles.

ARTICLE I

DEFINITIONS

Section 1. “Association” shall mean and refer to Oak Lake Association, its successors and assigns.

Section 2. “Properties” or “Property” shall mean and refer to that certain real property hereinabove described as Tract 25762.

Section 3. “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the members of the

Association. The Common Area in Tract 25762 consists of Lots 198 and 199 and all property designated as private streets on said Tract Map.

Section 4. "Lot" shall mean and refer to any plot of land, with the exception of the Common area, shown upon the map referred to in Section 2 hereof.

Section 5. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Barbara Land Company, a California corporation, its successors and assigns if such successors or assigns should acquire more than four undeveloped Lots from the Declarant for the purpose of development.

ARTICLE II MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in a Lot, including contract sellers, 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. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. No owner shall have more than one membership. No membership shall be issued for any lot owned by a person who is already a member of the Association until such lot is conveyed to a person who is not a member of the Association; and if a person who is already a member of the Association acquires any other lot or lots as to which a membership is outstanding, such

membership shall be cancelled until the lot is conveyed to a person who is not then a member, at which time it shall be reissued.

In the event any Lot is owned by two or more persons, whether by joint tenancy, tenancy in common, or otherwise, the membership appurtenant to such Lot shall be joint and the owners thereof shall designate from time to time to the Association in writing one of their number who shall have the power to vote said membership.

The membership in the Association held by any owner shall not be transferred, pledged or alienated in any way, except (1) upon the transfer of title to the Owner's Lot and then only to the transferee of title to such Lot, and (2) such membership may be pledged to a lending institution as additional security for a purchase money real estate loan on the

dwelling to which the membership is appurtenant. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the transferee 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 transferee, and thereupon the old certificate outstanding in the name of the transferor shall be null and void as though the same had been surrendered.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

ARTICLE III VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article I with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article II.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) one year after the first Lot is conveyed by Declarant to a purchaser.

ARTICLE IV
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have an unconditional non-exclusive right and easement for egress and ingress to his Lot over the portion of the Common Area used as private streets, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Further, every Owner shall have a non-exclusive right and easement of enjoyment in and to Lots 198 and 199 and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

- (a) The right of the Association to limit the number of guests of Owners;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any

recreational facility situated upon the Common Area;

(c) 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, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;

(d) 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 for a period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(e) The Association shall have the power to dedicate all or any part of Lots 198 and 199 of the Common Area to the City of Los Angeles 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 has been signed by members entitled to cast two-thirds (2/3) of the votes of the entire membership and agreeing to such dedication, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance.

Section 2. Delegation of Use. Any owner 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 his contract purchaser, who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants, for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the property, 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) annual 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 annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and a continuing lien upon the Lot owner's Lot, and shall continue to be such a lien until fully paid, subject to the following conditions:

(a) Such liens shall not be effective against any such Lot as security for the payment of any unpaid assessments which became due more than one year prior to the recordation by the Association of a notice of claim thereof in the office of the County Recorder of Los Angeles County, California;

(b) Said notice of claim must recite a good and sufficient legal description of any such Lot, the name and the nature of the interest of the Lot owner, or reputed lot owner, the amount claimed and the name and address of the claimant;

(c) Any action brought to foreclose such lien must be commenced within one year following such recordation unless such period is extended by the Association by recordation (within the one year period) of a written extension of such period in which event such period shall be extended for one added year; and

(d) Any such claim or lien shall not defeat nor render invalid nor rank the lien of any first mortgage or deed of trust affecting any such Lot, made in good faith and for value and recorded in the office of said County Recorder prior to the recordation of any such claim or lien and any such claim or lien shall be subordinate and subject to the lien of any such prior recorded first mortgage or deed of trust; provided, however,

that the aforesaid subordination shall apply only to assessments which have become due and payable prior to the sale of said property pursuant to a decree of foreclosure, trustee's sale or deed in lieu of foreclosure.

Each such assessment, together with such interest, costs and reasonable attorneys' 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 and such personal obligation (as distinguished from a lien on a Lot) shall not pass to his successors in title unless expressly assumed by them.

Section 2. Annual Assessments. The Association shall levy an annual assessment upon each Lot of an amount not less than such Lot's pro rata share of the cost of maintaining, reconstructing, repairing and replacing the Common Area, including the lake and park, in a first-class condition and in a good state of repair. 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 Property, and in particular for the improvement and maintenance of the Common Area, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the property.

After consideration of current maintenance costs and future needs of the Association, the Board of Directors shall fix the annual assessment.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments

authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction 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 each class of 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) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 4. Quorum for Any Action Authorized Under Section 3. At the first meeting called, as provided in Section 3 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 3, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Uniform Rate. Both annual and special assessments must be fixed at a uniform rate for all Lots (subject to the provisions of Section 6 hereof), and may be collected on a monthly basis.

Section 6. Commencement of Assessments.

(a) The annual assessments as to all "improved" lots" shall commence on the first day of the month

following the month in which the first conveyance of a residential lot in the property has been made.

(1) A Lot shall be considered "improved when an F.H.A. or V.A. final compliance inspection report has been issued to the lender.

(2) On unimproved lots, Declarant shall pay a reduced assessment in the amount of One Dollar (\$1.00) per lot per month during the development period. The development period shall be for one (1) year, commencing with the start of construction on the first residential lot in the property and ending on the first day of the month following the end of the one-year period, at which time all lots in the property shall be deemed to be improved lots and Declarant shall pay the full assessment on each unsold improved lot (in the initial amount of \$ 8.00 per month).

(b) In addition, Declarant shall pay:

(1) All taxes on the Common Area for the 1967-68 tax year.

(2) 1/197 for each unimproved lot of the following monthly expenses: all cash expenditures of the Association, including but not limited to the following -- expenses of maintaining and managing the Common Areas, all insurance, fidelity bonds, management fees, landscaping, utilities, trash removal, street maintenance, street sweeping and pool maintenance.

Section 7. Effect of Non-Payment of Assessments Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not

paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the legal rate of 7 percent (7%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

The Association is hereby vested with the right and power to bring at its option any and all actions against the Lot owners for the collection of the assessments referred to in this paragraph which are not paid when due and to enforce the aforesaid lien by any and all methods available for the enforcement of contractual obligations or liens, including without limitation the right to bring personal action against the Lot owner on such debt, the right to foreclose such lien in a method provided by law for foreclosure of a mortgage. The Association further is hereby vested with a power of sale and the right to sell by public or private sale the Lot Owner's interest in the lot, which may be enforced by the Association, its attorney or other person authorized to bring such action or make such sale. A sale of a Lot Owner's interest by such power of sale shall be conducted in accordance with the provisions of Sections 2924, 2924(b) and 2924(c) of the Civil Code of California (or any similar statutory provisions that may

hereafter exist) and applicable to the exercise of powers of sale in mortgages and deeds of trust. The Association shall have the power to bid in the property sold on its own name and to hold, lease, mortgage and convey the same for the benefit of all of the Lot Owners. All rights and remedies granted to the Association hereunder shall be cumulative and the exercise of one or more rights or remedies shall not constitute a waiver or election preventing the use of other rights or remedies. In addition to the costs and attorneys' fees hereinabove provided for, the Association shall be entitled to collect from such defaulting Lot Owner reasonable attorneys' fees, costs and expenses incurred in connection with any legal action commenced for the purpose of collecting said assessments and/or enforcing said lien.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust made in good faith and for value and recorded in the office of the Recorder of Los Angeles County prior to the recordation of a claim of lien for said assessments. Sale or transfer of any Lot shall not defeat or affect the assessment lien. However, the sale or transfer of any Lot, which is subject to any first mortgage or deed of trust, pursuant to a foreclosure under such first mortgage or deed of trust, or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such _____ from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. If (1) the Association or designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or (2) no plans and specifications have been submitted to it, and no suit relating to or arising out of the making of such alterations or changes has been commenced prior to thirty (30) days after the completion thereof, such approval will not be required and this paragraph will be deemed to have been fully complied with. The provisions of this Article shall not apply to Declarant, but shall apply to any successor to Declarant who acquired less than all of Declarant's then ownership interest in the property.

ARTICLE VII
USE RESTRICTIONS

Section 1. Use of Property.

(a) The lots are hereby restricted to residential use. All buildings and structures erected upon lots shall be of new construction, and no buildings or structures shall be moved

from other locations onto the Lots. No buildings or structures (including house trailers, tents and similar objects) shall be erected or placed, temporarily or permanently, on any Lot, other than single family residences and structures appurtenant to such residences.

(b) The Common Area shall be used for park, recreation and open area purposes only. No buildings or structures (including house trailers, tents and similar objects) shall be erected or placed, temporarily or permanently, on the Common Areas other than those used by or for the benefit of the members of the Association for parking, recreational and community purposes.

(c) No animals of any kind shall be raised, bred or kept on the property, except that, subject to the provision of subparagraph (e) hereof, dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

(d) No advertising signs (except one not more than five square feet "for rent" and/or "for sale" sign per lot), billboards, outdoor radio or television antennae, unsightly object, thing of unsightly appearance, or nuisance shall be erected, placed or permitted to remain on the property, nor shall the property be used in any way or for any purpose which may endanger the health or unreasonably disturb the holder of any Lot. Further, no business activities of any kind whatsoever shall be conducted in any building or in any portion of the premises. This subparagraph shall not apply to the business activities, signs and billboards, if any, of the Declarant, its agents, and assigns during the construction and sale period, and of the Association in furtherance of its powers and purposes as hereinafter set forth.

(e) No obnoxious or offensive activity shall be carried on, upon or within any portion of the property, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.

(f) All clotheslines, equipment, garbage cans, service yards, wood piles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring lots and streets. All rubbish, trash or garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon.

(g) Each of the owners of Lots 151 to 173, inclusive, shall erect and at all times maintain fencing, between his residence and the adjacent side lot lines on both sides of the residence, of adequate height and construction so as to prevent members of the public from gaining access to Lot 199 through the Owner's lot. Such fences shall be located no nearer the front of the Lot than the front of the residence and no nearer the rear of the Lot than the rear of the residence and shall be so constructed as to leave no opening between the fence and the fence located on any adjacent Lot, provided, however, that there shall be at least one lockable gate of a minimum width of 2 feet 6 inches in the fencing on each Lot.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. After the date on which this instrument has been recorded, these covenants, conditions, rights, reservations, limitations, liens, charges and restrictions, may be enforced by any of all of the available legal remedies, including but not limited to, injunction, declaratory relief, and action to abate a nuisance, (1) by the Association which shall

have the right and duty to enforce the same and expend assessment funds in pursuance thereof, (2) by any one or more Lot Owners, except that no such Lot Owner shall have the right independently of the Association to enforce any lien or charge created herein, or (3) by the City of Los Angeles. Failure by the Association, an Owner or the City of Los Angeles to enforce any provision hereof, shall in no event be deemed a waiver of the right to do so hereafter.

Section 2. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provisions hereof.

Section 3. Amendment. This Declaration of Restrictions may be amended by an instrument in writing, approved, signed and acknowledged, by the Lot Owners of at least seventy-five percent (75%) of the Lots, which amendment shall be effective upon recordation in the Office of the Recorder of Los Angeles County, provided that this paragraph shall not be amended to allow amendments by a vote of less than seventy-five percent (75%) of the Lot Owners.

Section 4. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a plan for the development and operation of the property. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

Section 5. F.H.A./V.A. Approval. As long as there is a Class B membership, the dedication of Common Area and amendment of this Declaration will require the prior approval of the Federal Housing Administration or the Veterans Administration.

Section 6. Terms of Restrictions. This Declaration of Restrictions shall remain in full force and effect for a period of forty (40) years from the date hereof (except that the provision hereof relating to the use, management and maintenance of Lots 198 and 199 and the assessment of owners for the cost of such management and maintenance shall exist perpetually). Thereafter, it shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked by an instrument in writing, executed and acknowledged by the owners of a majority of the lots in the Property which said instrument shall be recorded in the Office of the Recorder of Los Angeles County, California, within ninety (90) days prior to the expiration of the initial effective period hereof or any ten (10) year extension.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 3rd day of October, 1967.

BARBARA LAND COMPANY,
A California corporation

By _____
James C. Young, Vice President

By _____
P. B, Bell, Asst. Secretary