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REVISED DECLARATION OF RESTRICTIONS AND CONDITIONS

On Tract 8923

PREAMBLE: DECLARATION OF OBJECTIVES

KNOW ALL MEN BY THESE PRESENTS, that CASTELLAMMARE MESA HOME OWNERS, a non-profit corporation, organized under the laws of the State of California, owners of the reversionary rights and powers of the Articles established in DECLARATION OF RESTRICTIONS AND CONDITIONS ON TRACT 8923, recorded May 24, 1948, in Book 27282, page 9, Official Records, Los Angeles County, California, do hereby declare and establish a Revised Declaration of Restrictions and Conditions on Tract 8923, subject to which all lots and portions of lots in said tract henceforth shall be used, sold, or conveyed, each and all of which, is and are for the benefit and shall inure and pass with each and every lot and parcel of said tract, and shall apply to and bind the respective successors in interest of the present owner or owners thereof. The conditions, restrictions and covenants hereby established and imposed upon said tract as a servitude in favor of said tract and every lot therein, as the dominant tenement or tenements as follows, to wit:

ARTICLE I

GENERAL RESTRICTIONS

Section 1. Business Prohibited. There shall never at any time be erected, permitted, maintained or carried on upon said property or any part thereof any saloon or place for the sale or manufacture for sale of malt, vinous, or spiritous liquors; any foundry, brickyard, cemetery, columbarium, crematory, any establishment for the care or cure of persons afflicted with tuberculosis, or for the care, cure or restraint of the mentally impaired or of victims of drink or drugs or any detention home, detention or reform school, asylum or institution of like or kindred nature; any building for the manufacture of gun powder or explosives, any product or by-product of kelp, fish meal, stock food made of fish, fish oil or fertilizer or for carrying on any copper or other smelting or for conducting a slaughter house, stock yard, tannery, oil refinery or fish cannery; or any noxious trade or business or similar use of the property whatsoever.

Section 2. Drilling for Oil Prohibited; Excavations. No derrick or other structure or well or excavation, designed for use in boring for oil or natural gas or other kindred substances, shall be erected, placed, drilled or operated or permitted upon any part of said property; nor shall any oil, natural gas, petroleum asphaltum, or hydrocarbon products or other substances be produced or extracted there from prior to January 1, 1999. Prior to January 1, 1999, there shall not be made upon said property any excavation for stone, gravel or earth, unless the same be used thereon by the purchaser or his successors; nor shall any cemetery or crematory be placed upon said property within said period. No provisions of these restrictions as to the duration thereof or for the amendment or alteration thereof, shall be construed to shorten or affect the period prescribed for the restrictions contained in this Paragraph or permit the shortening thereof.

Section 3. Keeping of Stock or Poultry. No livestock, rabbits, hares or poultry shall be kept or raised on any part of said property privately for domestic uses or purposes and no livestock, rabbit, hare, fowl, poultry, dog or cat raising or trading as a business shall be carried on or conducted on any part of said property.

Section 4. Construction to be Diligently Prosecuted and New Material Used. The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the same shall be fully completed, and only new materials shall be used in such construction.

Section 5. Occupancy of Unfinished Dwellings and other Structures Prohibited; Limitations on Use of Signs.

No building, any part of which is for dwelling-purposes, shall in any manner be occupied or lived in while in the course of original construction or until made to comply with all the requirements as to area and with all other conditions set forth or referred to herein or in any further restrictions established and applicable to said tract. No building or structure anywhere on the tract, other than a completed dwelling shall ever be lived in or used for dwelling purposes, including tents, shacks, trailers, outbuildings, garages or other such structures, nor shall any sign or billboard be erected, placed or maintained on any lot except individual "For Sale" or "For Rent" signs not to exceed 18 inches by two feet in size, used in connection with the selling or renting of individual lots or houses.

Section 6. Privies, Sewer Connections, Prohibition of Septic Tanks, etc.

No outside privy shall be erected, maintained or used upon any part of said tract except that a portable chemical toilet may be permitted during the course of construction of a building. Any lavatory, sink, drain, toilet or water closet that shall be constructed, maintained or used on any lot, shall be enclosed and located within a building herein permitted to be erected on said lot, and properly and permanently connected with the sewer system. No septic tank or cesspool or other like sewage disposal unit or units, shall be constructed, maintained or used in or upon any part of said tract or any lot herein.

Section 7. Lot to be Kept Cleared of Weeds and Rubbish.

Each lot or residence owner, or contract purchaser, or lessee thereof, shall at all times keep his property free and clear of all weeds and rubbish and do all other things necessary or desirable to keep the premises neat and in good order. It is hereby agreed that if any lot or residence owner or contract purchaser or lessee, fails to conform to this requirement, Castellammare Mesa Home Owners or its successors shall have the right at any time to enter upon the property of such person and remove all weeds and rubbish and do all other things necessary to put the premises in a neat and orderly condition, and the expense thereof shall become due and payable from such person to Castellammare Mesa Home Owners within five days after written demand therefor.

ARTICLE II

BUILDING RESTRICTIONS AND CONDITIONS

Section 1. Single Family Residences.

No building or structure shall be erected, altered or maintained on any lot in said tract except one detached single family residence, together with the customary necessary accessory outbuildings appurtenant thereto; and no such residence shall ever be used for any purpose other than exclusively for private, single family, residential occupancy and use.

Section 2. Moving of Buildings or Trailers onto Property Prohibited.

No residence, trailer or structure of any kind whatsoever shall be moved onto any part of said tract or onto any lot therein, whether from some location outside of said tract or from some location within said tract.

Section 3. Floor Areas of Residences.

No residence shall ever be erected on any lot with a frontage of 65 feet or less in said tract which shall have a floor area of less than 1600 square feet, excluding, however, any portion used for outside or open porches and/or patios and/or basements and/or cellars and/or garages. No residence shall ever be erected on any lot with a frontage of more than 65 feet in said tract which shall have a floor area of less than 1800 square feet, excluding, however, any portion used for outside or open porches and/or patios and/or basements and/or cellars and/or garages. For the purpose of computing floor area or areas, measurements shall be taken from the outer faces of the exterior walls.

Section 4. Combined Lots.

Two or more contiguous lots or one lot and part of an adjoining lot or lots may be combined into and treated as one building site, but such building site shall be subject to these building restrictions and conditions the same as a single lot.

Section 5. Residences to Face Front Lines of Lots.

The front of each residence in the tract shall face toward the established front line of the lot upon which it is built. The established front line of each lot shall be the side forming

the lesser dimension thereof, or the width (as distinguished from the side forming the greater dimension thereof, or the depth) which adjoins any established street, drive or avenue within the boundary lines of said tract.

Section 6. Height of Buildings. No new building shall be erected and no existing building shall be altered to exceed one story in height, except that the Architectural Committee is empowered to approve an additional story or stories as underfloor space. In all cases the Architectural Committee shall have the right and power to reject plans for new buildings or alterations to existing buildings if, in their opinion, the proposed height would cause unreasonable interference with views from other lots. To help avoid inconvenience and needless expense to property owners the Architectural Committee shall, when requested, examine or discuss preliminary plans and render a tentative non-binding opinion on their acceptability. There shall be no charge for this service.

Section 7. Front, Rear and Side Yards. The depth of front and rear yards shall not depart materially from those of adjoining dwellings or other dwellings on the block. In determining the location on the lot of each new dwelling or addition to an existing dwelling, reasonable effort shall be exercised to avoid obstruction of views from other lots. The side yards must be of a width of not less than five feet from the property line.

ARTICLE III

DUTIES AND POWERS OF ARCHITECTURAL COMMITTEE

Section 1. Architectural Committee, How Constituted. An Architectural Committee shall be constituted and succeeded as follows:

From and after the date of this Instrument, said Architectural Committee shall consist of five members who shall be appointed by the Board of Directors of Castellammare Mesa Home Owners, a non-profit corporation. Each appointee shall serve until his successor shall have been appointed and shall have assumed office, or, in the event of resignation, until such resignation is submitted in writing to the secretary of Castellammare Mesa Home Owners, a non-profit corporation.

A new Architectural Committee shall be appointed annually within 30 days after the election of a new Board of Directors at the Annual Meeting specified in the By-laws of the Castellammare Mesa Home Owners. Of the five members, one shall be the President of the Castellammare Mesa Home Owners and a minimum of three shall have been members of the Architectural Committee during the previous year.

This requirement shall not be binding if change in residence or the unwillingness of some members to serve makes it impractical or impossible to comply therewith. If other duties make it impossible for the President to participate in certain committee meetings, he shall appoint another member of the Board of Directors of Castellammare Mesa Home Owners, preferably the Vice President, to substitute for him. However, the substitute shall have no vote in committee decisions. All members shall be notified immediately in writing of their appointment to the Architectural Committee.

The Board of Directors shall designate one of the new Committee members as Chairman of the Committee and another member as Secretary. The Chairman shall have served as a member of the Committee during the previous year and shall preside at all meetings or shall designate another member of the Committee to serve as Vice Chairman. The Secretary shall arrange all Committee meetings at the request of the Chairman and shall maintain minutes of the meetings.

As to the original Architectural Committee appointed pursuant to this Section 1, including the Chairman of such original Architectural Committee, the provisions of the two immediately preceding paragraphs of this section 1 relative to one year's prior service thereon, shall not apply.

The Board of Directors may fill vacancies in the Committee and may remove members thereof at its pleasure.

The duties, obligations, and responsibilities of the Architectural Committee shall be (a) to administer and enforce provisions contained in this document in strict conformance with the conditions, restrictions, and covenants established herein, and (b) to review, pass upon, approve, or reject any plans or specifications in accordance with the provisions set forth in Sections 2, 3, and 4 below.

The assenting votes of any three members of the said Architectural Committee shall be required to decide any questions within the jurisdiction of the Committee. The Architectural Committee shall be empowered to seek professional architectural and/or legal advice to aid them in reaching decisions. Reasonable fees for such professional services shall be provided from the treasury of Castellammare Mesa Home Owners. The members of the Architectural Committee shall serve without compensation.

Section 2. Review of Plans and Fees for this Service. No residence, garage, outbuilding, swimming pool, fence, wall, sidewalk, steps or other structure, and no improvement, utility, parking area or driveway shall be erected, constructed, laid down, altered or maintained, on, under or about any portion of said tract, or any lot therein, unless and until two complete sets of plans (including elevations), and two sets of specifications thereof, together with two copies of the lot plan indicating the location on the lot, all of which shall have been planned, drafted and prepared by a licensed architect or by a fully qualified and competent designer or draftsman, shall have been submitted to and approved in writing by the Architectural Committee, and one set shall have been returned to the owner with the written official approval of the Architectural Committee, and the other copy as finally approved shall have been deposited with the Architectural Committee as a permanent record. No alteration shall be made in the exterior design of any structure, residence, garage, outbuilding, fence, wall, steps or other structure, or any parking area or drive, unless written approval of such alteration shall have been first obtained from the Architectural Committee. [Amended March 11, 1989] . Any person, firm, corporation or association seeking approval of plans for any construction, modification, alteration or improvement shall pay in advance to the Architectural Committee such fee as is established therefore, from time to time, by the Architectural Committee with the approval of the Board of Directors. Such fees shall be transmitted by the Architectural Committee to the Treasurer for deposit in the general funds of Castellammare Mesa Home Owners, a non-profit corporation.

After reviewing proposed minor alterations or improvements, the Architectural Committee shall have the right and power to waive the requirement for plans and specifications, and the prescribed fee, if in the opinion of the Committee, as evidenced by a minimum of three Committee votes and a written memorandum signed by the Committee Chairman, the scope of the alterations or improvements is too limited to require compliance with the preceding provisions of this Article III, Section 2.

All approvals given by the Architectural Committee on plans submitted shall be contingent upon satisfactory compliance with the official building, grading, plumbing and electrical codes of the City of Los Angeles.

Section 3. Power of Architectural Committee to Modify Restrictions.

- (a) The Architectural Committee shall have the right and power to amend, change, or modify the front, side, street and/or rear set back lines of any and all lots in said tract, and to change the facing direction of any and all lots in said tract so that such lots may front on other streets than those hereinabove designated; and the Architectural Committee may make any such amendments, changes, or modifications, if in its judgment same are necessary or advisable.
- (b) [Amended March 11, 1989] The Architectural Committee shall also have the right and power by written Instrument, duly executed and placed of record, to amend, change, modify or terminate any and all of the provisions, conditions, restrictions or reservations herein set forth, and any provisions, conditions, restrictions or reservations contained in any Declaration of additional or modified restrictions affecting such tract, or any lots therein hereafter filed of record, provided that it shall receive approval by a majority of the Board of Directors and a ratification by 51% of the home owners whose current dues to the Castellammare Mesa Home Owners Association are paid.

Section 4. Consultation with Property Owners. When, in the opinion of any Architectural Committee member, some aspect of the proposed plans or specifications may prove objectionable to adjacent property owners, the Committee shall invite such adjacent property owners to attend a Committee meeting to enable them to voice any objections. The Committee shall give full consideration to such objections prior to taking action. Particular attention shall be given to the extent that views from adjacent homes are obstructed by the proposed construction or are harmed by the color, reflectivity, or texture of roofs.

Section 5. Freedom from Liability. Neither Castellammare Mesa Home Owners, a non-profit corporation, nor the Architectural committee nor any member thereof, because of any action taken or thing done under this Article III and/or under this Declaration, shall ever be liable for any structural or other defect in any building erected on any lot in said tract and the owners of the lots in said tract and each of them hereby agree to hold Castellammare Mesa Home Owners, a non-profit corporation, and said Architectural Committee and its members, jointly and severally, at all times free and harmless from such liability.

ARTICLE IV

DURATION AND REVISIONARY RIGHTS

Section 1. Duration of Restrictions. The restrictions and conditions contained and set forth in all of Articles I, II, III, and IV shall continue in full force and effect until January 1, 2039.

Section 2. Binding Effect on Grantees. Each and all of the provisions, conditions, restrictions, and reservations in this Declaration is and are for the benefit of each owner of one or more lots (or any interest therein) in said tract, and shall inure to and pass with each and every lot in said tract and shall apply to and bind the respective successors in interest of Castellammare Mesa Home Owners, a non-profit corporation, and of the person owning or having an interest in one or more lots in said tract on the date of this Instrument. Each grantee of Castellammare Mesa Home Owners, a non-profit corporation, and each grantee of any person who is the owner of one or more lots in said tract on the date of this Instrument, by acceptance of a deed to any lot in said tract, accepts the same subject to all of such provisions, conditions, restrictions and reservations.

Section 3. Reversion of Title. A breach of any of the provisions, conditions, restrictions and /or reservations hereby established shall cause the lot with relation to which such breach occurs to revert to Castellammare Mesa Home Owners, a non-profit corporation, in interest as the owner of the Reversionary rights herein provided for, and the owner of such reversionary rights shall have the right of immediate re-entry upon such lot, in the event of such breach; and, as to each lot owner in said tract, the said provisions, conditions, restrictions and reservations, shall be conditions running with the land, and the breach of any thereof and/or the continuance of any such breach, may be enjoined, abated or remedied by appropriate proceedings by the owner of the reversionary rights or by any such owner or owners of one or more lots in said tract; but such reversion shall not affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith, and for value, provided, however, that any subsequent owner of a lot or lots so encumbered shall be bound by the provisions, conditions, restrictions and reservations herein set forth' whether obtained by foreclosure or at trustee's sale or otherwise.

Section 4. Right of Entry to Correct Violations. The violations of any provisions, conditions, restrictions, or reservations or breach of any of the other conditions and agreements hereby established shall also give to Castellammare Mesa Home Owners, a non-profit corporation in interest as owners of the reversionary rights herein provided for, the right by authorized agent to enter upon the lot upon or as to which such violation or breach exists, and summarily to abate and remove at the expense of the owner thereof, any structure, think or condition that may be or

exist thereon contrary to the intent and meaning of the provisions hereof, and the party or parties making such entry shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Section 5. Violation Constitutes Nuisance. Each act or omission whereby any provision, condition, restriction or reservation in the Declaration set forth is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by Castellammare Mesa Home Owners, a non-profit corporation in interest as owners of the reversionary rights herein provided for, and/or by any lot owner in said tract, and such remedy shall be deemed cumulative and not exclusive.

Section 6. Construction and Validity of Restrictions. All of the provisions, conditions, restrictions and reservations contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said provisions, conditions, restrictions or reservations or any part thereof, is invalid, or for any reason becomes unenforceable, no other provision, condition, restriction or reservation, or any part thereof, shall be thereby affected or impaired; and the grantor or granters and grantee or grantees, their heirs, personal representatives, successors and/or assigns shall be bound by each remaining valid article, section, sub-section, paragraph, sentence, clause, phrase and word of this Declaration irrespective of the fact that any article, section, sub-section, paragraph, sentence, clause, phrase or word be declared invalid.

Section 7. Assignment of Powers. Any or all of the rights and/or powers of Castellammare Mesa Home Owners, a non-profit corporation, herein contained as to any of the said tract, may be delegated, transferred, assigned, or conveyed, to any person, corporation or association, and wherever Castellammare Mesa Home Owners, a non-profit corporation, is herein referred to, such reference shall be deemed to include its successors in interest or its successors or assigns of the reversionary rights herein provided for or created.

Section 8. Failure to Enforce Not a Waiver. The terms and provisions contained in this Declaration shall bind and inure to benefit of and be enforceable to Castellammare Mesa Home Owners, a non-profit corporation, the owners or owner of any lots or lot in said tract, their and each of their representatives, heirs, successors and assigns; and failure by Castellammare Mesa Home Owners, a non-profit corporation, or by any lot owner or owners, or their legal representatives, heirs, successors or assigns, at any time or upon any occasion, to enforce any of said provisions, conditions, restrictions, reservations and/or agreements, shall in no event be deemed a waiver of the right to do so thereafter.

[Amended, passed April 17, 2003, and recorded May 8, 2003 (removes the need to record the violation)]

Section 9. Mailing of Notices of Violation. Notice of any breach or violation of any of the restrictions, conditions and covenants hereby established, or notice of failure of any person, firm or corporation to comply therewith, shall, within a reasonable time after the occurrence of such breach, violation or failure to comply, be executed by the owner of the reversionary rights herein provided for, or by the Architectural Committee, or by the owner of any lot of Tract 8923, and a copy of such notice, within a reasonable time, shall be mailed by registered mail to the person, firm or corporation responsible for such breach or violation of, or failure to comply with, any of said restrictions, conditions or covenants. Until such notice has been mailed by registered mail as in this paragraph provided, neither the owner of the reversionary rights, nor the Architectural Committee nor the owner of any lot in said Tract 8923 shall have the right to commence any action against any person, firm or corporation responsible for any breach or violation of any of said restrictions, conditions or covenants or for failure to comply therewith.

Section 10. Covenant Running with the Land. All of the provisions, conditions, restrictions and or reservations contained herein shall be conditions running with the land and the breach of any thereof, and/or the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by Castellammare Mesa Home Owners, a non-profit corporation in interest, or by the owner of owners of one or more lots in said tract.

[Added and recorded May 8, 2003]

Section 11. Enforcement Costs. In the event any person or entity commences arbitration, litigation or other legal proceedings against another person or entity to enforce the provisions of this Declaration, or to declare rights or obligations under this Declaration, the prevailing party shall be entitled to recover from the losing party its costs of arbitration or litigation, including without limitation expert witness fees and reasonable attorneys' fees, as will be determined by the arbitrator or the court in such proceeding.