

HIDDEN HILLS
DECLARATION NO. ONE OF PROTECTIVE RESTRICTIONS

DECLARATION made this 8th day of December, 1950, by HIDDEN HILLS CORPORATION, a corporation organized and existing under the laws of the State of California,

W I T N E S S E T H :

WHEREAS, said corporation is the owner of a certain tract of land in the County of Los Angeles, State of California, which is more particularly hereinafter described; and

WHEREAS, said corporation is about to sell or convey the said real property subject to certain protective restrictions, covenants, conditions, reservations, liens and charges between it and the acquirers and users of said property as hereinafter set forth,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Hidden Hills Corporation hereby certifies and declares that it has established and does hereby establish a general plan for the protection, maintenance, improvement and development of said real property, and does hereby fix the restrictions, covenants, conditions, reservations, liens, and charges upon and subject to which all portions of said property shall be held, conveyed and/or leased by it as such owner, all of which are for the benefit of said property and of each owner thereof or of any portion thereof, and are covenants running with the land and shall inure to and pass with said property and each and every portion thereof and shall apply to and be binding upon the successive successors in interest of the respective owners thereof, and are and each is imposed upon said property as a servitude in favor thereof and of each and every portion thereof as the dominant tenement or tenements, as follows, to-wit:

ARTICLE 1

PROPERTY SUBJECT TO DECLARATION

The said real property subject to this declaration is situate in the County of Los Angeles, State of California, and is more particularly described as follows:

These portions of fractional sections 15, 16 and 22, Township 1 north, Range 17 West, S.B.B. & M. in the County of Los Angeles, State of California, according to the official plot of survey of said land on file in the Bureau of Land Management, described as follows:

- (1) That portion of said fractional section 15 which is included within the colored border line of the Record of Survey map filed in Record of Surveys Book 65, page 5 in the office of the County Recorder of said County.
- (2) That portion of said fractional section 16 which is included within the colored border line of the above described Record Survey map.
- (3) That portion of the northwest one-quarter of said fractional section 22 which is included within the colored border line of said Record of Survey map.
- (4) That portion of said fractional section 16 described as follows: Beginning at the southwesterly corner of the above described parcel (2); thence along the southerly boundary thereof, South 72° 18' 26" East 576.33 feet; thence westerly along a curve which is tangent to said last mentioned course, has a radius of 970.00 feet and is concave southerly, a distance of 334.56 feet; thence South 87° 56' 24" West 314.56 feet to a point in the westerly boundary of said fractional section which is southerly 171.58 feet thereon from the point of beginning; thence North 0° 07' 15" West 174.53 feet to said point of beginning.

which real property is sometimes hereinafter referred to as "said property".

ARTICLE II

DEFINITIONS

Certain terms as used in this declaration shall be defined as follows, unless the context clearly indicates a different meaning therefore:

- (1) Declaration: This declaration as the same may be amended, changed, or modified from time to time.
- (2) Declarant: Hidden Hills Corporation, a California corporation.
- (3) Association: Hidden Hills Community Association, a non-profit corporation organized under the laws of California.
- (4) Committee: The Architectural Committee, with powers as hereinafter provided.

- (5) Building site: A "building site" shall be a portion of land embraced within the property covered by this declaration, and, if so indicated by the context, embraced within other property subject to the jurisdiction of the Association, and; (a) Designated as a building site or as one of several building sites in the first instrument of conveyance covering such portion of land executed by declarant and hereafter recorded; or (b) Shown as a lot or parcel on any map of record of any subdivision or record of survey of said property covered by this declaration, or any portion thereof, heretofore or hereafter filed or recorded by declarant; or (c) Shown as a lot or parcel on any map or plot of said property or any portion thereof covered by this declaration heretofore or hereafter filed by declarant with the Association, as such map or plot may be modified or changed by declarant from time to time. Provided that no building site established under either Subsection (a) or (b) or (c) of this Section 5 shall be less than one acre in area, and that in event under Subsection (a) of this Section 5 declarant provides for more than one building site within a lot or parcel the same may be unlocated (except as being included within such lot or parcel) if each such building site is one acre or more in area. Provided further that the last designation of a building site or sites by either or any of the methods provided for in this Section 5 shall be controlling, subject however to the provisions for adjustment or change of building sites as hereinafter in this declaration provided.
- (6) Lot or Parcel: A distinct and separate portion of said property and, if so indicated by the context, such a portion of any other property subject to the jurisdiction of the Association, whether the same is or is not a building site.
- (7) Single Family Dwelling: A private residence for one family alone containing but one kitchen, and, if desired, reasonable servants' quarters; provided that accessory and other buildings may be built and maintained in connection therewith as provided in Section 8 of this Article II.
- (8) Accessory Buildings or Structures: A building or

- structure accessory to a single family dwelling shall be upon the same building site as the main residence in connection with which the same is used, unless otherwise approved by the Architectural Committee, shall be used only in connection with such residence and shall include only reasonable servants' quarters in a separate detached building, with or without a kitchen; and/or a guest house, without kitchen, to be used and occupied only by non-paying guests of the occupant of the main residence; and/or a private garage for not more than six motor vehicles; and/or private stables, corrals and farm buildings; and/or bridges; and/or, if approved by the Architectural Committee, other customary outbuildings.
- (9) Owner, Record Owner, and Owner of Record Title: The owner of legal title as shown by the records of the County Recorder of the County of Los Angeles, California, and also the owner of equitable title as shown by such records if legal and equitable title are held of record by different owners; provided, however, that a mortgagee under a mortgage and a trustee and a beneficiary under a trust deed held as security and a lessee shall not be deemed an owner, record owner or owner of record title unless expressly provided to the contrary, and in the case of a sale under a contract of sale the purchaser and not the seller thereunder shall be deemed to be the legal owner while such contract is in effect if such contract has been recorded.
- (10) Community Facilities: Public buildings, swimming pools, parks, parkways, playgrounds, gates, gatehouses, recreational areas, bridle trails, tennis courts, golf courses, club houses, places of amusement, riding stables and other facilities of like nature; all for the use and benefit of the owners of said property, and/or property subject to the jurisdiction of the Association.
- (11) Recorded, Recording, and of Record: Recorded, recording or of record in the office of the County Recorder of Los Angeles County, California.
- (12) Articles of Incorporation, and By-Laws: Articles

- of incorporation or by-laws, as the case may be, of the Association as the same may be amended from time to time.
- (13) Approvals and Consents: Approval, consent, authorization or permission shall mean an approval, consent, authorization or permission in writing.
- (14) Person: A "person" shall include an individual person, a copartnership, an association and a corporation unless the context indicates a contrary meaning.

ARTICLE III

BUILDING REQUIREMENTS

SECTION 1. USES OF PROPERTY.

- (a) Single Family Dwellings. No building or structure shall be constructed, erected, altered or maintained on any building site or upon any portion of the property covered by this declaration which shall be used, designed or intended to be used for any purpose other than for a single family dwelling as defined and provided in Article II hereof and/or for use in connection therewith as provided in said Article, and no portion of said property covered by this declaration shall be used for any purpose other than for single family dwelling purposes; subject, however to the provisions as to community facilities, easements, and roads hereinafter provided for in Article X of this declaration.
- (b) Dwellings on Building Sites. (1) Not more than one single family dwelling, together with accessory buildings and other buildings and structures permitted by Section 7 and 8 of Article II hereof shall be erected, constructed or maintained upon a building site, and no accessory or other building or structure shall be erected, constructed or maintained upon any building site, lot or parcel prior to the erection or construction of the main dwelling thereon. (2) Also no such dwelling shall be constructed, erected, or maintained upon any portion of said property covered by this declaration unless the lot, parcel or portion of land upon which the same is located is a building site with boundaries as established under Section 5 of Article II of this declaration, or as adjusted pursuant to the provisions of this declaration.

- (c) Minimum Ground Area Requirements. No main dwelling, exclusive of accessory buildings, and exclusive of any porch, patio, covered but unenclosed area and any accessory building which is or are attached as a part of said dwelling, shall be constructed, altered or maintained upon any building site, lot or parcel embracing any portion of said property covered by this declaration: (1) in event such dwelling is of one story, if such dwelling covers less than one thousand three hundred and fifty (1,350) square feet of ground floor area, and (2) in event such dwelling is of one and one-half or more stories, if such dwelling includes less than one thousand two hundred (1,200) square feet of ground floor area and a total floor area of less than two thousand (2,000) square feet.
- (d) Building Setback Lines and Height Limits. No building, structure, grade, or excavation shall be constructed, used, maintained or made closer to any exterior line (front, rear or side) of any building site, lot or parcel embraced within any portion of said property covered by this declaration than is permitted by the Architectural Committee, and no building or structure shall be constructed, altered, used or maintained upon any such site, lot or parcel of a height in excess of that authorized by said Committee, nor shall any grade or excavation be made upon said property or any part thereof which does not conform to the depth, slope and area permitted by said Committee.
- (e) Mining and Drilling. No derrick or other structure designed for use in boring or drilling for oil or natural gas shall be erected, placed or permitted upon any part of said property nor shall any oil, natural gas, petroleum, asphaltus or other hydrocarbon product or substance be produced or extracted therefrom. No mining operation shall be conducted on, nor any mineral or mineral substance be produced or extracted from any part of said property.
- (f) Animals & Poultry. The raising and/or keeping of cattle, horses, sheep, rabbits, pigs, hogs, cats, dogs

and/or other animals, poultry, birds, and/or reptiles, either in the singular or plural number, for pleasure or for commercial gain upon any part of said property is prohibited except that: (1) dogs, cats, and other usual household pets, horses, cattle, poultry and/or birds may be kept for pleasure and not for commercial purposes, provided that they do not become a nuisance to other owners and/or occupants of property subject to the control of the Association; and (2) animals, excepting pigs and hogs, and also birds and poultry may be raised and kept for commercial purposes and sold on such building sites, lots or parcels, in such number and under such conditions as may from time to time be specified by the Board of Directors of the Association and declarant.

- (g) Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of said property and no odor shall be permitted thereon or to arise therefrom so as to render such portion unsanitary, unsightly, offensive or detrimental to any of the property in the vicinity thereof or to the occupants thereof, and no nuisance shall be permitted to exist or operate upon any portion of said property which is offensive or detrimental to any property in the vicinity thereof or to its occupants.
- (h) Clothes Drying. Unless otherwise approved by declarant, no clothes, sheets, blankets, or other articles shall be hung out to dry or for any other purpose on any part of said property excepting in a yard enclosed by a lattice or wood fence or other enclosure, approved by the Architectural Committee, at least six inches higher than such hanging articles.
- (i) Condition and Repair. No building or structure upon any building site, lot or parcel covered by this declaration shall be permitted to fall into disrepair, and each such building and structure shall at all

times be kept in good condition and repair and adequately painted.

- (j) Non-Occupancy and Diligence During Construction. The work of construction of any building or structure upon said property shall be prosecuted diligently and continuously from the time of commencement until the same shall be fully completed, and no such building or structure shall be occupied during the course of original construction or until made to comply with the restrictions and conditions set forth in this declaration.
- (k) Maintaining Drainage. No obstruction, diversion, bridging or confining of existing channels upon, under and/or across any portion of said property through which water in time of storms or otherwise naturally flows or through which water has been caused to flow artificially by declarant in the development of the said property shall be made by any person in such a manner as to cause damage to any property, provided that any then existing channel may be diverted, bridged, or reconstructed or a new channel constructed, if the said Architectural Committee shall determine that said new channel or diverted, bridged or reconstructed channel is adequate to carry the amount of storm and other water liable to flow therein, and shall approve the same; provided further, that the right is expressly reserved to declarant, as an incident to the development of the entire property, including the construction of streets, gutters, ditches and otherwise to change existing channels for the natural flow of water and also to create channels and means of artificial drainage and water flow and, further, to cause reasonable increases or decreases in the amount of water which would in a state of nature flow into and through any such natural or artificial water channels or means of drainage.

SECTION 2. GENERAL BUILDING, ARCHITECTURAL AND
PLANTING REQUIREMENTS

(a) Approval of Plans, Planting and Alterations

- (1) Building plans, Etc. No dwelling, building, fence, wall, tent or other structure shall be erected, constructed, altered or maintained upon, under or above or moved upon any part of said property (including those erected, constructed, altered, maintained or moved by the Hidden Hills Community Association) unless the plans and specifications thereof showing the construction, nature, kind, shape, height, material and color scheme thereof, and a plot plan indicating the location of such structure on the building site to be built upon, and grading plans (if requested) of the building site shall have been submitted to and approved by the said Architectural Committee, and a copy of such plans and specifications, plot plan and grading plan (if requested) as finally approved is deposited for permanent record with the Association.
- (2) Alterations. No building or structure referred to in this subsection (a) of this Section 2 shall be changed or altered so that the construction, exterior appearance or color scheme is changed and no plot plan, grading or excavation referred to in this subsection (a) shall be materially changed or altered, without the approval of said Architectural Committee.
- (3) Billboards and Signs. No billboard, poster or sign of any character shall be erected, maintained or displayed (including those erected, maintained or displayed by said Association) upon or about any part of said property without the approval of the said Committee, and any billboard or sign not so permitted may be summarily removed and destroyed.

- (4) Temporary Buildings and Signs of Declarant. The provisions of this Section 2 of this declaration shall not apply to signs or temporary buildings or structures erected, constructed, used or maintained by declarant or its agents for or in connection with the sale, development or use of the property covered by this declaration or property immediately adjoining the same.
- (b) Approval of Completed Works of Improvement. Upon compliance with subparagraphs 1 and 2 of subsection (a) of this Section 2, all construction, work of improvement, alterations and other work of whatsoever kind covered by the plans and specifications, plot plans, grading plans (if requested), and other plans and matters requiring such approval, shall be done and performed in accordance with the approval given; and upon the proper completion thereof in accordance with this subsection (b), the Architectural Committee shall, upon written request, issue its certificate of completion and compliance. If said Committee fails to issue or to refuse to issue such certificate of completion and compliance within thirty days after a request in writing for the same has been made to it, proper completion of the construction, work or alteration involved shall be conclusively presumed.
- (c) Approval of Subdivision Plans. No part of the property covered by the declaration shall be subdivided or re-subdivided, nor shall any map of the same nor any declaration of further or additional restrictions upon said property, or any part thereof, be recorded, unless and until the same shall have been submitted to and approved in writing by the Association and declarant; provided, however, that said approval of the Association shall not nor shall any other approval be required as to any part of said property, the record ownership of which is vested at such time in declarant.
- (d) Right of Inspection. During reasonable hours any member of the said Committee or any agent of such Committee or any representative of the Association or

declarant shall have the right to enter upon and inspect any building site, lot or parcel embraced within said property and the buildings and improvements thereon for the purpose of ascertaining whether or not the provisions of this declaration have been or are being complied with and shall not be deemed guilty of trespass by reason thereof.

(e) Waiver and Liability.

- (1) The approval by the Architectural Committee or the Association or its Board of Directors or declarant of any plans and specifications, plot plan, grading, or any other plan or matter requiring approval under this declaration shall not be deemed to be a waiver of any right to withhold approval as to a similar or any other feature or element embodied therein when subsequently submitted for approval in connection with the same building site, lot or parcel or any other building site, lot or parcel.
- (2) Neither the said Committee, nor any member thereof, nor the Association nor its Board of Directors or officers, nor declarant or its officers, shall be in any way responsible or liable for any loss or damage for any error or defect which may or may not be shown on any plans and specifications, or in any plot or grading plan or planting or other plan or in any building or structure or work done in accordance with any such plans and specifications or plan, or in connection with any other matter whether or not the same has been approved by said Committee and/or any member thereof and/or the Association and/or its Board of Directors and/or declarant.

ARTICLE IV
ARCHITECTURAL COMMITTEE

SECTION 1. MEMBERS OF COMMITTEE.

The Architectural Committee shall consist of three members, each of whom shall be appointed or elected for the term and be subject to the provisions set out in this declaration. No member of said Committee shall be required to be a member, director or officer of the Association.

SECTION 2. APPOINTMENT AND ELECTION OF COMMITTEE
 MEMBERS.

- (a) Appointment by Hidden Hills Corporation. The right to appoint the respective members of said Committee shall be and hereby is vested in declarant for a period of five years from the date of this declaration unless prior to the expiration of said five years said corporation releases such authority by the recording of a statement of such release duly executed by said corporation. Each member of said Committee, subject to appointment by declarant, shall serve until such time as said corporation appoints a member to succeed him by recording a notice of such appointment and/or until such member resigns by recording a notice of such resignation, provided that the terms of all such members appointed by declarant shall expire at the end of said five year period. The original members of such Committee who are hereby appointed by declarant are the following:

<u>Name</u>	<u>Present Address</u>
A. E. Hanson	Calabasas, California
R. E. Curmmer, Jr.	145 So. Rodeo Dr., Beverly Hills, Calif.
E. E. Hurlbutt	Calabasas, California

- (b) Appointment by Board of Directors of Association.
Upon the expiration of five years from the date of this declaration or upon the authority to appoint said members being released by declarant prior to the expiration of said five years period, the authority to appoint the members shall be vested in the Board of Directors of the Association and such appointment shall be by election by said Board of Directors in the same manner as officers of the Association are elected. Upon such election of said members of said Committee as aforesaid, the said Committee shall be deemed a Committee of the Association and shall thereafter, but not before, anything to the contrary in this declaration notwithstanding, be subject (within the limits set out in this declaration) to its control and jurisdiction. The term of office and compensation, if any, of the members elected by the Board of Directors shall be governed and controlled by the provisions of the by-laws of the Association.

Section 3. Powers of Committee.

The powers and authority of the Committee shall be as provided in this declaration and shall apply to the property covered by this declaration only (it being understood that such committee is the Architectural Committee for this declaration only) and, to the extent that said Committee is granted power or authority under this declaration, the same shall be paramount and superior to all other powers and authority under this declaration excepting to the extent that such powers and authority maybe shared with declarant. Said powers and authority of the Committee shall not be enlarged or diminished except by modification or amendment of this declaration as provided hereafter, and the same shall not be limited or changed by action of the Board of Directors of the Association.

Section 4. Action by Committee.

Approval, disapproval, consent, dissent or any action by the Committee shall require the affirmative action

or vote, as the case may be, of at least two members thereof which shall be taken or made in the following manner: The Committee may act (a) by approval, disapproval, consent or dissent agreed to in writing and signed by at least two of its members, or (b) by vote at a meeting assembled, subject to all provisions as to notice of meeting, waivers or any such notice, place of regular and special meetings and all other matters contained in the by-laws of the Association applicable to the Committee.

Section 5. Conclusive Evidence of Action by and Membership of Committee and Others.

- (a) Approval or disapproval, consent, or dissent given or action taken by the Committee, the Association, the Board of Directors of the Association and/or declarant pursuant to the provisions of this declaration, may be evidenced by a certificate which may be recorded, and such certificate shall be conclusive evidence of such approval, disapproval, consent or dissent unless revoked by a certificate stating that the same has been revoked, which revocation shall also be recorded if the certificate is recorded. Certificates and revocations of certificates shall be signed as follows: If by the Committee the same shall be signed by at least two members of the Committee; if by the Association and/or its Board of Directors the same shall be signed by an officer of the Association; and if by declarant the same shall be signed by an officer of declarant.
- (b) A certificate signed by at least two members of the Committee as to the then constituted membership of the Architectural Committee, shall be conclusive evidence of such membership until such time as a like certificate certifying as to new membership constituting said Committee has been similarly signed by at least two such members, after which time said last certificate shall be conclusive evidence as to the then

membership. The certificate referred to herein may be recorded and the last certificate recorded shall be conclusive.

- (c) Any title company or person certifying, guaranteeing or insuring title to any building site, lot or parcel embraced within the property covered by this declaration or of any lien thereon or interest therein shall be fully justified in relying upon the contents of any certificate or revocation of certificate signed and issued as provided for in subsections (a) and (b) of this Section 5, and such certificate shall fully protect any purchaser or encumbrancer in good faith acting thereon.

ARTICLE V

HIDDEN HILLS COMMUNITY ASSOCIATION **PURPOSES, MEMBERSHIPS AND MAINTENACE CHARGES**

Section 1. Purposes of Association.

Hidden Hills Community Association, a non-profit association organized under the laws of the State of California, shall have the right and power, together with its general powers as a non-profit corporation and in addition to any other powers granted it in this declaration and subject to the other provisions of this declaration and any limitations imposed thereby, to do and perform each and every of the following for the benefit, maintenance and improvement of the property covered by this declaration, and any other property at any time under the jurisdiction of the Association if so provided in the restrictions, covenants and conditions covering the same, and for the benefit of the owners thereof, to wit:

- (a) To purchase, construct, improve, repair, maintain, care for, own and dispose of parks, parkways, playgrounds, recreation areas, gates, gatehouses, open spaces, swimming pools, tennis courts, golf courses, club houses, hangars and fields for aircraft, bandstands, dancing pavilions, casinos, places of amusement, libraries, riding academies and community facilities appropriate for the use and benefit of the owners of, and/or for the improvement and development of said property, or any part thereof, and to charge for the use thereof.
- (b) To hold easements for or the fee to and/or to improve, maintain and light streets, roads, alleys, trails, bridle paths, courts, walks, gateways, fences, ornamental features, fountains, shelters, comfort stations, and similar buildings and improvements, grass plots and other areas and plantings; to care for, plant and replant trees, shrubs or other plants on streets, parks, playgrounds, easements, or upon any property over which it may have control or jurisdiction to construct, improve, purchase and/or maintain sewer systems, storm water sewers and drains upon its easements and properties; to provide for the collection and disposition of street sweepings, ashes, garbage, rubbish and the like and to make and collect charges therefore; insofar as it can legally do so, to grant franchises, rights of way and easements for public utilities and other purposes upon, over and/or under any of said property; in respect to streets, roads, alleys, walks, easements and/or rights of way owned or held by the Association to exercise such control as the Association may deem desirable, subject to the legal rights of others, and to issue permits to make cuts or excavations in such streets, roads or easements when necessary; and to erect and maintain adequate signs for marking streets, parks or other property.

- (c) To remove, clean up and/or burn grass and weeds and to remove any unsightly or obnoxious things from any building site, lot or parcel and to take such action with reference to such building sites, lots and parcels as may be necessary or desirable to keep the property neat and in good order.
- (d) To provide insofar as it may lawfully do so for community fire and/or police protection, for the protection of all or any portion of the property under the jurisdiction of the Association and/or the owners of said property and/or residents thereof.
- (e) To enter into agreements, contracts and arrangements with any owner of a building site, lot or parcel under the jurisdiction of the Association for construction or repair work, planting or replanting, care, cleaning, protecting, maintaining or the rendering of special services generally in connection with such building site, lot or parcel and/or the improvements thereon; provided the foregoing shall be paid for directly by such owner and shall not be paid from funds derived from either the charges and/or assessments provided for in this declaration.
- (f) To enter into, make, perform and carry out contracts of every kind for any lawful purpose, consistent with its status as a non-profit corporation, with any person, firm, association, corporation, municipality, county, state, or other governmental subdivision. The foregoing powers shall include the right to make agreements with municipal, county, township, state, national or other public officials or with any political subdivision or any corporation or individual for an on behalf of the owners of said property covered by this declaration and other property owned or subject to the jurisdiction of the Association for a division of the work or the doing of the work on the streets, roads, parks or

other portions of said property or for any other work to be done or utilities to be furnished as will enable the Association to cooperate with said officials, corporation or individuals to secure the benefits for the said property referred to or portions thereof that can be derived from the pro-rata share of any municipal, county, state, national or other funds that may be available for use thereon or in connection therewith or which might otherwise benefit the property.

- (g) To exercise such powers of enforcement, control, interpretation, modification and cancellation of covenants, conditions, reservations, restrictions, liens and/or charges imposed upon any property over which the Association had jurisdiction which now are or hereafter may be vested in, delegated to or assigned to the Association, and to pay all expenses incidental thereto; to commence and maintain in its own name, on behalf of itself and/or (with the owner's consent) on behalf of and as the agent of any owner of any such building site, lot or parcel, actions and suits to restrain, enjoin and/or abate the breach or threatened breach of any restriction, condition, covenant, reservation, lien or charge affecting property subject to the jurisdiction of the Association, and to pay the expense therefore.
- (h) To establish, maintain and operate in addition to said Architectural Committee, such departments, boards and committees as may be provided for in the by-laws of the Association, with such powers and authority as said by-laws may provide, and to make funds of the Association available for the use of such departments, boards, and committees; to employ a manager, secretaries, engineers, auditors, legal counsel, technical consultants or any other employees or assistants provided for the by-laws of the Association or authorized by

its Board of Directors; to pay all expenses necessary or incidental to the conduct and carrying on of the business of the Association; to keep records of all matters pertaining to the operation of the business or affairs of the Association; and to issue certified copies of its records and documents and to make and collect a charge therefore.

- (i) Generally to do any and all things that a corporation organized under the laws of the State of California may lawfully do in operating for the benefit of its members and without profit to said corporation except as expressly limited in this declaration; and to do any and all lawful things which may be authorized or permitted to be done by the Association under or by virtue of this declaration or any restrictions, conditions, covenants, liens and/or charges or laws at any time affecting property subject to the jurisdiction of the Association and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association or for the peace, health, comfort, safety and/or general welfare of the owners of any property subject to the jurisdiction of the Association.
- (j) Provided that, all of the foregoing powers of the Association and all powers and authority granted the Association in this declaration shall be subject and subordinate to the authority granted to the Architectural Committee under the provisions of Section 2 of Article III of this declaration and other authority granted the said Architectural Committee and authority granted declarant under this declaration.

Section 2. Membership in Association.

The requirements and qualifications for memberships in the Association shall be subject to all provisions and conditions contained in the articles of incorporation

and/or by-laws of the Association, provided, however, that:

- (a) The ownership of legal and/or equitable title of record to a building site and to the whole thereof, embraced within the property covered by this declaration or within other property subject to the jurisdiction of the Association, shall be required before a person may qualify for membership in the Association, provided further that:
 - (1) The ownership of title to any building site or any interest therein, either legal or equitable, held as security for the payment or performance of an obligation or act shall not be the basis for membership in the Association, and
 - (2) A purchaser and not the seller under a contract of sale covering a building site, the ownership of which building site would qualify one for membership, may only qualify for a membership in the Association by reason of such ownership if such contract is recorded and only so long as such contract is in effect.
 - (3) In no event shall more than one membership be issued based upon the ownership of any one building site regardless of any difference in the ownership of legal title and the ownership of equitable title thereto or because of the ownership of such building site in joint tenancy, tenancy in common or in any other undivided interests, and similarly no more than one membership shall be issued based upon the holding of a contract of sale covering a building site by more than one purchaser thereunder in joint tenancy, tenancy in common or in any other undivided interests or otherwise.
- (b) Except as expressly provided in this Section 2 the articles of incorporation and by-laws of the Association shall control as to the qualifications and requirements for membership in

the Association, and the said articles and by-laws shall control in all respects as to the voting rights of members.

Section 3. Maintenance and Improvement Charges.

- (a) General Charges, Assessments, and Liens. Each building site, lot, parcel and/or portion of property and the improvements thereon embraced within the real property covered by this declaration, except property and improvements owned by the Association or designated by the Board of Directors of the Association as being devoted to public or semi-public use, and property and improvements, and each of them, owned by declarant and held for road purposes and/or bridle trail purposes and/or park and/or parkway purposes and/or community facility purposes or owned separate and apart from any building site by a person or persons and held for such road, bridle trail, park, parkway and/or community facility purposes, and property and improvements not included in assessments by the County of Los Angeles, shall be subject to a continuous maintenance lien securing payment of an annual charge or assessment to be fixed, established and collected from time to time as herein provided. The Association shall have sole authority to fix and establish annually the amount of such annual charge or assessment (together with the penalties and costs of collection thereon) which charge or assessment shall be based on the assessed valuation of such building site, lot, parcel and/or portion of property and the improvements thereon as established by the County Assessor of Los Angeles County, or any successor authority, as equalized or adjusted by proper governmental authority, for the then current fiscal year, or for the last fiscal year for which such assessed valuation is then available. All such annual charges and assessments shall be made at a rate fixed by the Board of Directors of the Association based upon a uniform percentage of the respective assessed valuations, but such rate for any fiscal year shall never at any time be in excess of the

regular annual tax rate established for such fiscal year (or for the last fiscal year for which an assessed valuation is then available) by the City Council of Los Angeles, or any successor authority, for the original City of Los Angeles or such part thereof as the Board of Directors of the Association may designate. Provided, however, that said maximum tax rate may be increased by and to the extent agreed upon by the owners of record of not less than three-quarters (3/4) in area of all lands subject to the jurisdiction of the Association which are subject to said charges and/or assessments, by written consent signed by such proportion of said owners duly recorded, provided that no such increased rate shall be effective as to the property covered by this declaration unless a similar increase becomes effective as to all property subject to charges and/or assessments by the Association.

- (b) Collection and Expenditure of Charges and Assessments. The Association shall have sole authority to collect and enforce the collection of all charges and all assessment provided for in this declaration, together with costs, penalties and interest imposed for the non-payment thereof (with costs to include reasonable attorney's fees), and to expand all moneys collected from such charges, assessments, costs, penalties and/or interest for the payment of expenses and costs in carrying out the rights and powers of the Association as provided for in this declaration and/or in the articles of incorporation and/or by-laws of the Association.
- (c) Fiscal Year and Due Dates. Each and every of the charges and/or assessments provided for in this declaration shall be fixed on or about the first Monday of October, 1951, for the fiscal year beginning July 1, 1951, and annually thereafter on or about the first Monday of October of each year for each succeeding fiscal year (which shall run from July 1 to June 30, both inclusive), and each such charge and/or assessment shall be paid annually in advance to the Association on or before the first Monday in November in each year beginning in November, 1951, on which date each such charge and/or assessment shall become delinquent and shall be enforceable against the

building site, lot or parcel and the improvements thereon (if any) against which the same have been assessed, and shall so continue until said charge and/or assessment, together with all costs, penalties and interest provide for, have been paid.

- (d) Notice of Delinquency. At any time after the expiration of thirty (30) days after any such charge or assessment against any building site, lot or parcel has become delinquent, the Association may record a notice of delinquent charges and/or assessments as to such building site, lot or parcel, which notice shall state therein the amount of such delinquency, and the interest, costs, penalties which have accrued thereon (including attorney's fees), a description of the building site, lot or parcel against which the same has been assessed, and the name of the record or reputed owner thereof, and such notice shall be signed by an officer of the Association; provided that upon the payment of said charges and assessments, interest, penalties and costs in connection with which such notice has been so recorded, or other satisfaction thereof, the Association shall record a further notice stating the satisfaction and the release of the lien thereof.
- (e) Enforcement of Liens. Each lien established pursuant to the provisions of this declaration, whether or not a notice of delinquency in connection therewith has been recorded, may be foreclosed as and in the same manner as is provided for the foreclosure of a mortgage upon real property by the laws of California at the date of the commencement of such foreclosure action; interest shall accrue at the rate of six percent per annum upon all unpaid charges or assessments from the date of delinquency; in any action to foreclose any such lien the Association shall be entitled to costs, including reasonable

attorneys' fees; and penalties for delinquent charges or assessments shall be as established by the Board of Directors of the Association.

- (f) Reservation of Assessment Liens. Declarant, as to the property covered by this declaration and each building site, lot or parcel embraced therein, has established and does hereby establish, reserve and impose a lien thereon securing each charge and each assessment provided for by this declaration, together with said costs, penalties and interest, and declarant does hereby assign to the Association the right to collect and enforce the collection of the same.
- (g) Mortgages and Trust Deeds. Each and every lien, charge and/or assessment, together with any costs, penalties or interest, established, reserved or imposed under this declaration shall be subordinate to any valid bona fide mortgage or trust deed (and the lien and/or title thereof) which has been or may hereafter be given in good faith and for value on any building site, lot or parcel or property covered by this declaration; provided, however, that any subsequent owner of any such building site, lot or parcel or property shall be bound by the restrictions, conditions, covenants, reservations, liens and charges set out in this declaration or any modification thereof, whether obtained by foreclosure or trust deed sale, or otherwise, not including, however, any lien, charge or assessment arising prior to any sale under any such mortgage or trust deed.

ARTICLE VI

ENFORCEMENT AND REVERSION OF TITLE

Section 1. Enforcement.

The Association shall have the right and power to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter

imposed by the provisions of this declaration and/or by any conveyance, lease or contract of sale upon said property covered by this declaration or any portion thereof, except as provided to the contrary in the instrument creating the same, provided that such right and/or power of the Association shall not be exclusive unless expressly so provided, and when not exclusive may be exercised severally or jointly with declarant and/or any owner or owners of any portion of said property in event such power and authority have also been vested in declarant and/or such owner or owners; provided, further, that declarant shall have the sole right to enforce the rights reserved to it in Section 3 of this Article VI.

Section 2. Nuisances and Violation of Provisions.

Every act or omission whereby any restriction, condition, or covenant in this declaration set forth or to which the said property or any portion is subject is violated in whole or in part is declared to be and shall constitute a nuisance and may be enjoined or abated by the Association and/or declarant and/or the owner of any building site, lot or parcel included in said property and/or subject to the jurisdiction of the Association. Each remedy provided for in this declaration shall be cumulative and not exclusive.

Section 3. Reversion of Title.

A breach of any of the restrictions, covenants and/or conditions established against or upon said property or any part thereof by this declaration and/or any modification and/or amendment thereof and/or by any deed hereafter given by declarant shall cause the building site, lot or parcel upon which such breach occurs to revert to declarant as the owner of the

reversionary rights therein, and declarant as the owner of such reversionary rights shall have the right of immediate re-entry into and upon said building site, lot or parcel, and declarant hereby reserves such reversionary rights; provided, however, that no right or reversion and no right of re-entry and no reversion shall in any manner whatsoever affect or impair any bona fide mortgage or trust deed (or the lien or title thereof) which may have been, or which may be, given in good faith and for value; provided, further, however, that any subsequent owner of any such building site, lot or parcel shall be bound by all such restrictions, covenants, conditions and reservations, including the provisions for liens and charges, whether obtained by foreclosure or trust deed sale, or otherwise.

ARTICLE VII

DURATION AND MODIFICATION

Section 1. Duration of Restrictions.

All of the restrictions, conditions, covenants, reservations, liens and charges set forth in this declaration shall continue and remain in full force and effect at all times against said property covered by this declaration, and each part thereof, and the owners thereof, subject to the right to amend, change, modify and terminate provided for in Section 2 of this Article VII, until January 1, 1980. All of the said restrictions, conditions, covenants, reservations, liens and charges in this declaration contained which are subject to expiration shall, as the same are in force immediately prior to such expiration, be continued automatically without further notice from

that time for a period of ten years and thereafter for successive periods of ten years each without limitation, unless within the six months prior to January 1, 1980, or within the six months prior to the expiration of any successive ten year period thereafter, a written agreement executed by the then record owners (including mortgagees under recorded mortgages and trustees under recorded trust deeds) of more than two-thirds of the area of all lands covered by this declaration, exclusive of parks, and property owned by the Association, and by the Association be recorded, by the terms of which agreement any of the restrictions, conditions, covenants, reservations, liens and charges are changed, modified or extinguished in whole or in part as to all or any part of the property subject thereto, in the manner and to the extent therein provided. In the event any such written agreement of extinguishment, change or modification be duly executed and recorded as provided herein the restrictions, conditions, covenants, reservations, liens and charges as therein modified shall continue in force for successive periods of ten years unless and until further changed, modified or extinguished in the manner above provided.

Section 2. Modification of Restrictions.

- (a) Method of Modification. Amendment, change, modification or termination of all or any of the restrictions, conditions, covenants, reservations, liens or charges set forth in this declaration (and as the same may be incorporated in any deed, contract of sale or lease) may be made and effected from time to time by written instrument duly executed and recorded:
- (1) As to all or any property covered by this declaration then owned by declarant, or any

portion thereof, by the Association and declarant; and

- (2) As to all or any part of any other property then covered by this declaration, by the Association, declarant and the owners of record of two-thirds in area of all lands covered by the restrictions, conditions, covenants, reservations, liens or charges which are to be so amended, changed, modified or terminated.

Provided, however, that in neither case shall any such amendment, change, modification or termination as to any property be made without the written consent, duly executed and recorded, of the owners of record of not less than two-thirds in area of all lands held in private ownership within five hundred feet in all directions from the exterior boundary of the entire parcel (as a whole) concerning which such amendment, change, modification or termination is sought to be made; and provided, further, that this shall not be construed as requiring the consent of any owner or owners of any property not under the jurisdiction of the Association.

- (b) Modification of Building Sites. The number and/or size and/or boundary lines of any building site or sites now or hereafter included in any lot, parcel or portion of the property covered by this declaration, whether established by this declaration, by deed or by whatever means, may be amended, changed or modified (in addition to the use of the aforesaid method) by written instrument duly executed by the record owner or owners of such building site or building sites, with the approval of the Association and declarant endorsed thereon, and duly recorded.

- (c) Consent of Mortgagees, Trustees, Beneficiaries and Lessees. "Owner", "record owner" and "owner of record title", and the plural of each of said terms, as used in this Section 2, shall include not only the persons designated in paragraph 9 of Article II hereof, but also each mortgagee, trustee under a trust deed, lessee and seller under a contract of sale, appearing of record, shall be deemed to be an owner of the land covered by his mortgage, trust deed, lease or contract of sale with rights under this Section 2 equal to those of owners undersaid paragraph 9 of Article II.

ARTICLE VIII

ANNEXATION OF ADDITIONAL PROPERTY

As to any lands owned by declarant within either of the hereinafter set out areas, upon the execution of a declaration of restrictions by said declarant covering such land or any part thereof and upon such declaration being recorded, the Association shall have and shall accept and exercise jurisdiction over the land described in each and every such declaration and the improvements thereon (whether one or more declarations and as recorded from time to time), and also as to any land owned by any other person or persons within either of said areas upon the execution of a declaration of restrictions by such owner or owners covering such land so owned, or any part thereof, with the approval of declarant thereon, and upon such declaration being recorded, the Association shall have and shall accept and exercise jurisdiction over the lands described in each and every such declaration and the improvements thereon (whether one or more declarations and as recorded from time to time); and in all such cases the Association shall have the power, authority and duty to do and perform all of the acts and fix, impose and collect all charges and assessments from owners of said lands as therein provided, and such owner or owners of

the land covered by each such declaration shall be entitled to membership in the Association as provided in such declaration. Provided, however, that each of such declarations covering lands within said area, unless otherwise approved by the Association and declarant, shall contain provisions which impose restrictions, conditions, reservations, covenants, liens and charges similar to those set forth in the following enumerated articles of this declaration: Article II, Article III, excepting that districts or zones may be established by declarant for community facilities and in such event subsection (a), (b), and (c) of Section 1 of said Article III and any other conflicting provisions of this declaration shall not apply to such districts or zones, Article IV, excepting that the original members of the Committee as set out in subsection (a) of Section 2 of Article IV may be different, Article V, excepting as to dates in subsection (c) of Section 3 of Article V, Article VI, Article VII, excepting that a later date for the expiration of the restrictions may be included, Article VIII, Article IX, and Article X, with such variations as may be required by reason of differences in time or dates and/or differences in ownership and/or conditions between the property covered by such new declaration and the property covered by this declaration, and with such other provisions as said declarant may deem proper which are not in conflict with the other provisions to be contained therein pursuant to this Article VIII. Said area referred to in this Article VIII is situated in the County of Los Angeles, State of California, and is described as follows:

PARCEL NO. 1

Those portions of fractional sections 9, 15, 16, 22, and 23, Township 1 north, Range 17 West, S.B.B&M., in the County of Los Angeles, State of California, according to the official plot of survey of said land on file in the Bureau of Land Management, described as follows:

- A. Lots 2, 3, and 4 of said fractional section 9.
- B. That portion of said fractional section 15 which is included within the colored border line of the Record of Survey map filed in Record of Surveys Book 65, Page 5 in the office of the County Recorder of said County.
- C. That portion of said fractional section 16 which is included within the colored border line of the above described Record of Survey map.
- D. That portion of the northwest one-quarter of said fractional section 22 which is included within the colored border line of said Record of Survey map.
- E. That portion of the northeast one-quarter of said fractional section 22 which is included within the colored border line of said Record of Survey map.
- F. That portion of said fractional section 23 which is included within the colored border line of said Record of Survey map.
- G. That portion of said fractional section 16 described as follows: Beginning at the southwesterly corner of the above described parcel C; thence, along the southerly boundary thereof, South $72^{\circ} 18' 26''$ East 676.33 feet; thence westerly along a curve which is tangent to said last mentioned course, has a radius of 970.00 feet and is concave southerly, a distance of 334.56 feet; thence South $87^{\circ} 56' 24''$ West 314.56 feet to a point in the westerly boundary of said fractional section which is southerly 171.58 feet thereon from the point of beginning; thence North $0^{\circ} 07' 15''$ West 171.58 feet to said point of beginning.

PARCEL NO. 2

Those portions of fractional section 16 and section 21, Township 1 North, Range 17 West, S.B.B. & M., in the County of Los Angeles, State of California, according to the survey of said land in the Bureau of Land Management, described as follows:

- A. All of said fractional section 16 lying south of the southerly line of the 196.602 acre parcel of land shown on Record of Survey map filed in Record of Surveys Book 65, Page 5, in the office of the County Recorder of said County.

EXCEPTING therefrom the westerly 660.00 feet of Lot 4 and the westerly 660.00 feet of the South 1/2 of the Southwest 1/4 of said Section.

ALSO, EXCEPTING therefrom that portion thereof described as follows: Beginning at the southwesterly corner of said 196.602 acre parcel; thence, along the southerly boundary thereof, South 72° 18' 26" East 676.33 feet; thence westerly along a curve which is tangent to said last mentioned course, has a radius of 970.00 feet and is concave southerly, a distance of 334.56 feet; thence South 87° 56' 24" West 314.56 feet to a point in the westerly boundary of said fractional section which is southerly thereon 171.58 feet from the point of beginning; thence North 0° 07' 15" West, along said last mentioned line, to the point of beginning.

- B. The north one-half of said section 21, excepting the westerly 660.00 feet and the East 1/4 of the Northeast 1/4 thereof.

ARTICLE IX**MISCELLANEOUS****Section 1. Acceptance of Provisions by Grantees.**

Each grantee and each owner hereafter of any building site, lot or parcel included in said property covered by this declaration or holder hereafter of a contract of sale or lease covering any such building site, lot or parcel, accepts the same subject to all of the restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers of the Association, the Architectural Committee and declarant provided for in this declaration.

Section 2. Conclusiveness of Records.

For the purpose of making a title search upon or guaranteeing or insuring title to any building site, lot or parcel or interest therein or lien or mortgage or trust deed thereon embraced within the property covered by this declaration and for the purpose of protecting purchasers and/or encumbrancers for value and in good faith: (a) as to any act or non-act by the Association and/or its Board of Directors and/or any of the Association's departments, committees or agents (excepting the Architectural Committee) and/or as to the performance or non-performance of any act by any owner of any building site, lot or parcel or of any interest therein or lien or mortgage or trust deed thereon embraced within said property, including but not limited by the payment of any charge or assessment, a certificate as to any matters contained in the records of the Association certified by the Secretary of the Association shall be conclusive proof as to all such matters shown by such certificates; and (b) as to any act or non-act by declarant, a

certificate as to any matters contained in the records of declarant certified by an officer thereof shall be conclusive proof as to all matters shown by such certificate. The provisions of this Section 2 shall not apply to the acts or non-acts of the Architectural Committee but the acts or non-acts of said Committee shall be evidenced as provided in Section 5 of Article IV.

Section 3. Street Grades, Cuts and Fills.

Declarant reserves the right to make such cuts and fills as are necessary to grade the streets and roads (whether or not dedicated to the public), private ways, bridle trails and parkways within the boundaries of said property covered by this declaration, in accordance with such grades as it may establish, including the right, so far as is reasonable and proper for necessary support and protection of streets, roads or ways so graded, to slope upon abutting lots; and declarant may assign any of such rights to the Association.

Section 4. Interpretation of Restrictions.

- (a) In interpreting and applying the provisions of this declaration they shall be held to be minimum requirements adopted for the promotion of health, safety, comfort, convenience and general welfare of the owners and occupants of said property. It is not the intent of this declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued or which may be adopted or issued pursuant to law relating to the use of buildings or premises; nor is it the intent of this declaration to interfere with or abrogate or annul easements, covenants or other agreements between parties; provided, however,

that where this declaration imposes a greater restriction upon the use and/or occupancy of building site, lots or parcels, or upon the construction of buildings or structures, or in connection with any other matters than are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits or by such easements, covenants and agreements, then in that case the provisions of this declaration shall control.

- (b) In case of uncertainty or ambiguity as to the meanings of the provisions of this declaration or any of them or as to the meaning of any restriction, covenant or condition applying to said property, or any part thereof, the Association shall in all cases interpret the same, and such interpretation shall be final and conclusive excepting as to the rights of and matters pertaining to declarant and/or said Architectural Committee.

Section 5. Construction and Validity of Restrictions.

All of said restrictions, conditions, covenants, reservations, liens and charges contained in this declaration shall be construed together; but if it shall at any time be held that any one or more of such restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, is invalid or for any reason becomes unenforceable, no other restriction, condition, covenant, reservation, lien or charge, or any part thereof, shall be thereby affected or impaired.

Section 6. Authority to Release Rights.

Declarant shall have the authority at any time after the recording of this declaration to release all, or from time to time any of its rights and/or authority

Under this declaration to approve, disapprove, or act under any of the provisions of this declaration by recording a written notice of such release, and to the extent of such release the approval, disapproval and/or action by declarant shall no longer be required under the provisions of this declaration.

Section 7. Assignment of Powers.

Any and all rights and/or powers of declarant provided for in this declaration and/or any modification and/or amendment thereof, may be delegated, transferred, assigned or conveyed to the Association.

Section 8. Waiver and Exemptions.

The failure by the Association and/or declarant and/or any owner of any building site, lot or parcel included in said property or any other person, to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which said property or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

Section 9. Titles.

All titles used in this declaration, including those of articles, sections and subsections, are intended solely for convenience of reference, and the same shall not, nor shall any of them, affect the terms or provisions of this declaration nor the meaning thereof.

Section 10. Singular and Plural, Masculine and Feminine.

The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each

include the masculine, feminine or neuter as the context requires.

Section 11. Successors in Interest.

Reference herein to either the Association or declarant shall include each successor of the business affairs of such respective corporation, and each such successor shall succeed to the rights, powers and authority hereunder of the said corporation to whose business or affairs it succeeds.

ARTICLE X

**EASEMENTS, RIGHTS OF WAY,
GATES AND COMMUNITY FACILITIES**

Section 1. Reservations.

Declarant hereby specifically reserves unto itself, its successors and assigns, from said property covered by this declaration easements and rights of way on, over, under, across and along the parcels or strips of land to be described in a Declaration of Easements or Declarations of Easements to be executed by declarant which shall be recorded subsequent to the recording of this declaration (whether one or more Declarations of Easements to be in the discretion of declarant), and the use of such easements and rights of way and, if approved by the declarant, the use if any other parcels or strips of land used for any of the uses and purposes designated in the following Section 2 of this article, (notwithstanding anything to the contrary in this declaration contained) shall not be restricted by the following portions of Article III hereof; Subsections (a) to (d), inclusive, of Section 1, subparagraphs (1), (2) and (4) of subsection (a) of Section 2, and subsections (b) and (c) of Section 2; and each of said parcels and strips of land may be used for the said hereafter set forth uses and purposes.

Section 2. Uses and Purposes of Easements and Rights of Way.

- (a) The easements, rights of way, parcels and strips of land referred to in Section 1 of this Article

X, unless expressly provided to the contrary in any such Declaration of Easements, are reserved for the purpose of constructing, erecting, operating and maintaining thereon:

- (1) Roads, streets, driveways, bridle trails, parkways, and park areas; and
 - (2) Poles, wires, and conduits for the transmission of electricity for lighting, heating, power, telephone and other purposes and for the necessary attachments in connection therewith; and
 - (3) Public and private sewers, storm water drains, land drains, and pipelines, water systems, pumps, heating and gas mains or pipes, and customary appurtenances and equipment in connection with the foregoing; and
 - (4) Any other method of conducting and performing any public or quasi-public utility or mutual water company services or function upon or beneath the surface of the ground.
- (b) The easements and rights of way referred to or described in this Article X and in any of said Declarations of Easements or in either this article or in any of said Declarations of Easements are and each of them is and shall be reserved unto declarant, its successors and assigns, with such rights and authority in connection therewith as are set forth in this declaration and in any of said Declarations of Easements, or in either or any of them, and such right and authority shall include but not limited by the right at any time and from time to time to convey all or any part of said easements and rights of way to others and/or to dedicate the same or any of them or any part thereof to the public.

Section 3. Gates.

Anything in this declaration to the contrary notwithstanding, no gate or obstruction which blocks or interferes with ingress or egress or passage over or along any road or street or bridle trails upon said property or any part thereof shall be constructed,

maintained or permitted unless the same and the location thereof is expressly approved by declarant; provided, however, that, subject to all rights of ingress, egress and passage of all persons legally entitled to the same, a gate or gates may be constructed, maintained and operated by declarant, (and, with the approval of declarant, by the Association) upon the property covered by this declaration or elsewhere for the protection of the privacy of property subject to the jurisdiction of the Association and the residents thereof at such entrance or entrances and/or such location or locations as may be deemed appropriate and proper by declarant.

Section 4. Additional Easements.

In addition to easements and rights of way reserved and/or provided for in this declaration and/or in any of said Declarations of Easements, declarant may also reserve such future and additional easements and rights of way as it may deem proper in any deed or conveyance covering any building site, lot or parcel embraced within said property.

Section 5. Jurisdiction and Control of Easements.

- (a) Notwithstanding anything in this article contained, declarant shall have the right from time to time to release and quitclaim to the owner of the building site, lot or parcel on which any easement and/or right of way is a servitude, all or so much of said easement or right of way hereby or in any other manner reserved as in the judgment of declarant is no longer required; provided that if jurisdiction and control over the easement or right of way to be released is shown of record to have been conveyed or granted to the Association, the release of quitclaim thereof must be first approved in writing by the Association.
- (b) The jurisdiction and control of the Association as to easements and rights of way established by declarant shall extend only to such easements and rights of way as may be conveyed to it by declarant or in respect to which the Association shall be granted jurisdiction and control in writing by declarant. Said easements, whether or not under the jurisdiction or control of the Association, shall at all times be open to

declarant and its successors, assigns, licensees and invitees, and easements and rights of way over which the Association has jurisdiction and control shall at all times be open to it, and declarant and its successors, assigns, licensees and invitees in respect to all of said easements and rights of way, and the Association with respect to easements and rights of way subject to its jurisdiction and control, shall have the right of ingress and egress thereover and the right and privilege of doing whatever may be necessary or proper in, under and upon said locations for the carrying out of any of the aforesaid purposes for which said easements and rights of way are reserved, and shall not thereby in any manner be deemed guilty of trespass.

Section 6. Community Facilities.

- (a) Certain areas, lots or parcels embraced within the property covered by this declaration may from time to time be designated by declarant for use for some or all of the community facilities referred to in Section 10 of Article II hereof by then recording an instrument or instruments, executed by declarant and describing such area or areas, lot or lots, parcel or parcels and stating the community facilities for which the same are to be used, and from the date of such recording such area or areas, lot or lots, parcel or parcels may be used for the community facility purposes for which the same have been so designated. The provisions of this Section 6 shall be effective regardless of the provisions of subsection (a) of Section 1 of Article III hereof, and said subsection (a) of said Section 1 and subsections (b) and (c) of said Section 1 shall not apply to community facilities and areas, lots and parcels designated for community facilities use.
- (b) Areas, lots or parcels embraced within the property covered by this declaration may also be specifically designated by declarant from time to time as areas, lots or parcels not to be used for any community facility or not to be used for certain community facilities, and such designation may be made by an instrument or

instruments executed by declarant and recorded describing such areas, lots or parcels and stating the community facilities for which the same shall not be used.

IN WITNESS WHEREOF, Hidden Hills Corporation has caused its signature and seal to be hereunto affixed by its duly authorized officers the day and year first above written.



HIDDEN HILLS CORPORATION

By *[Signature]*
President

ATTEST:
[Signature]
Secretary

ACCEPTANCE

Hidden Hills Community Association, a non-profit corporation organized under the laws of the State of California, does hereby accept and consent to all of the terms, provisions and conditions, including all protective restrictions, conditions, covenants, reservations, liens, charges and assessments contained in the foregoing declaration and by this acceptance and consent agrees to act in the capacity and with the powers and authority given it under said declaration. This acceptance and consent is hereby executed contemporaneously with the execution of said declaration and the undersigned hereby causes its signature and seal to be hereunto affixed by its authorized officers the day and year of the date of said declaration.



HIDDEN HILLS COMMUNITY ASSOCIATION

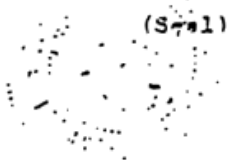
By *[Signature]*
President

ATTEST:
[Signature]
Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 12th day of December, 1950, before me, the undersigned Notary Public in and for said County and State, personally appeared *A. E. Hanson*, known to me to be the President, and *Ray Bennett Jr.*, known to me to be the Secretary of HIDDEN HILLS CORPORATION, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument 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.

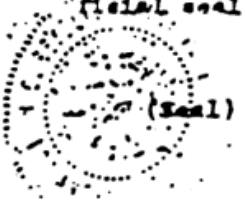


H. C. Reyelt
Notary Public in and for said
County and State.
H. C. REVELT, NOTARY PUBLIC
4300 W. 10th Street, Los Angeles, California
My Commission Expires August 1, 1952

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 12th day of December, 1950, before me, the undersigned Notary Public in and for said County and State, personally appeared *A. E. Hanson*, known to me to be the President and *Ray Bennett Jr.*, known to me to be the Secretary of HIDDEN HILLS COMMUNITY ASSOCIATION, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument 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.



H. C. Reyelt
Notary Public in and for said
County and State.
H. C. REVELT, NOTARY PUBLIC
4300 W. 10th Street, Los Angeles, California
My Commission Expires August 1, 1952

ACCOMMODATION RECORDING
3364000-599
When recorded, please
turn to:

RECORDED AT THE REQUEST OF
Hidden Hills Corporation
c/o Harold H. Streight,
Hollister Hills, Calif.

BOOK 35086 PAGE 296

DOCUMENT NO. 3374
RECORDED AT REQUEST OF
Hidden Hills Corp.
DEC 14 1950
12 4 P.M.
BOOK 35086 PAGE 254
OFFICIAL RECORDS
County of Los Angeles, California
No. 1/5-18
EMME B. BEATTY, County Recorder
H. E. Streight Deputy

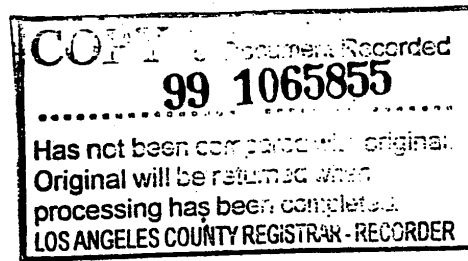
1510149

Recorded and compared - EMME B. BEATTY, County Recorder, By H. E. Streight Deputy

“If this document contains any restriction based on race, color, religion, sex, familial status, martial status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.”

When Recorded Return to

Glen L. Kulik, Esq.
Kulik, Gottesman & Mouton, LLP
1180 Century Park East, Suite 1150
Los Angeles, CA 90067



CERTIFICATION OF AMENDMENT

TO

DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR THE HIDDEN HILLS COMMUNITY ASSOCIATION

This Certification of amendment to the Declarations of Covenants, Conditions, and Restrictions ("Amendment") for the Hidden Hills Community Association ("Association") made as of the 18th day of May, 1999, with reference to the following facts:

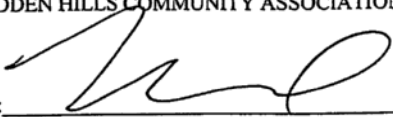
1. There are 18 separate sets of declarations of covenants, conditions, and restriction for the Hidden Hills Community Association ("Declarations") which were recorded between December 1950 and the present. A list of the operative Declarations, each of which has been recorded in the office of the County Recorder of the County of Los Angeles, State of California, is attached hereto as Exhibit "A*";
2. The members of the Association, as reflected in Exhibit "B*" hereto, now desire to adopt the Amendment in the form which is attached hereto as Exhibit "C";
3. The President and Secretary of the Association, by their signatures below, hereby certify that more than a majority of the total voting power of the Association have given their written approval of the Amendment;
4. The Superior Court of the State of California for the County of Los Angeles, in response to a petition filed by the Association pursuant to Section 1356 of the California Civil Code, has entered an order in Action No. LS 007 916 reducing the amount of the affirmative votes needed to amend the Declarations from 66-2/3% to a majority, for the purpose of the association approving the specific Amendment attached hereto as Exhibit "C";
5. A certified copy of the judgment referenced in subparagraph 4 above is attached hereto as Exhibit "D"; and

* Exhibits "A" and "B" available upon request.

6. As a result, Article 5, Section 3(a) of the Declarations, or any comparable language contained in any of them is hereby eliminated and in its place the language attached hereto as Exhibit "C" shall now be part of those Declarations.

IN WITNESS WHEREOF, the undersigned have executed this Certification as of May 18, 1999.

HIDDEN HILLS COMMUNITY ASSOCIATION

By: 
President

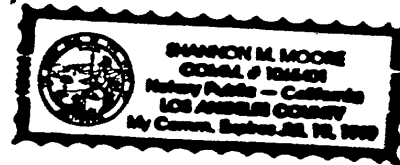
By: 
Secretary

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On May 18, 1999, before me, the undersigned, a Notary Public, in and for said State, personally appeared Michael J. Narvid, personally known to me (or provided to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.

Shannon M. Moore
Shannon M. Moore
(name typed or printed)



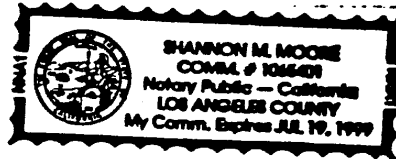
(seal)

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On May 18, 1999, before me, the undersigned, a Notary Public, in and for said State, personally appeared Michelle Covello, personally known to me (or provided to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Shannon M. Moore
Shannon M. Moore
(name typed or printed)



(seal)

Exhibit “C”

Amendment to CC&Rs

Following is the text of the amended Section 3(a). The amended portion is indicated in boldface.

Section 3. Maintenance and Improvement Charges

(a) General Charges, Assessments and Liens. Each building site, lot parcel and/or portion of property and the improvements thereon embraced within the real property covered by this declaration, except property and improvements owned by the Association or designated by the Board of Directors of the Association as being devoted to public or semipublic use, and property and improvements, and each of them, owned by declarant and held for road purposes and/or bridle trail purposes and/or part and/or parkway purposes and/or community facility purposes or owned separate and apart from any building site by a person or persons and held for such road, bridle trail, park, parkway, and/or community facility purposes, and property and improvements not included in assessment by the County of Los Angeles, shall be subject to a continuous maintenance lien securing payment of an annual charge or assessment to be fixed, established or collected from time to time as herein provided.

The Board of Directors shall determine the assessed valuation of each building site, lot, parcel and/or portion of property and the improvements thereon by obtaining the most current County Assessor’s record of such assessed valuations. The Board of Directors shall be entitled to rely on such compilation as conclusive evidence of the then current assessed valuation of such property and shall not be obligated to make any further inquiry of the Assessor’s Office or any other person or entity concerning the then current assessed valuation of such property. If, on or before the due date of the assessment invoice, the owner of any of such property delivers to the Board of Directors, a copy of an official County Assessor’s corrected, amended or otherwise modified assessed valuation of such owner’s property, which document is dated on or before September 30 of the year in question, then the Board of Directors shall use such amended assessed valuation for such property in lieu of the assessed valuation for such property that was reflected on the Assessor’s compilation report of same. Any change in the assessed valuation of such property which is not shown on the compilation report or certified copy of amendment thereto received by or timely delivered to the Board of Directors as described above shall not result in an increase or decrease in the charge of assessment determined by the Board of Directors for the same fiscal year in which the change in assessed valuation occurs.

EXHIBIT "D"

COURT ORDER APPROVING OF AMENDMENT TO CC&R's

GLEN L. KULIK, ESQ.
Kulik, Gottesman & Mouton LLP
1880 Century Park East, Suite 1150
Los Angeles CA 90067-1611
Telephone: (310) 557-9200
Facsimile: (310) 557-0224

REC'D NW

FEB 22 1999

FILED

MAR 22 1999

JOHN A. CLARKE, CLERK

[Signature]
WYATT BATHENS, DEPUTY

Attorneys for Petitioner
Hidden Hills Community Association

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

In re the Matter of
HIDDEN HILLS COMMUNITY
ASSOCIATION, a California nonprofit
corporation,
Petitioner.

) Case No. **LS007916**
)
) ORDER GRANTING PETITION
) PURSUANT TO CIV. CODE §1356 TO
) REDUCE REQUIRED VOTING
) PERCENTAGE AND TO APPROVE
) AMENDMENT TO DECLARATIONS
) OF COVENANTS, CONDITIONS AND
) RESTRICTIONS

The petition of Hidden Hills Community Association ("Association") pursuant to Civil Code Section 1356 to Reduce Required Voting Percentage and to Approve Amendment to Declarations of Covenants, Conditions and Restrictions came on regularly for hearing on March 22, 1999 in Department 2 of the above-entitled court.

The court, having read and considered the petition, and good cause appearing,

IT IS ORDERED AS FOLLOWS:

1. The petition is granted;
2. The percentage of votes required to pass the amendment attached as an exhibit to the petition is reduced from 66-2/3 to a majority of the voting power; and

///

///

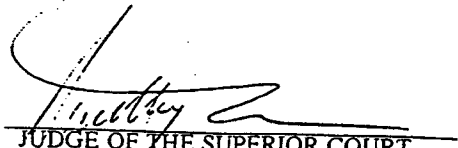
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EXHIBIT D

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3. The court declares therefore that the amendment has been approved by the Association's membership and shall be operative upon recordation of this Order.

Dated: APR 12 1999, 1999



JUDGE OF THE SUPERIOR COURT
ANTHONY J. MORAN

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On July 16, 1996 before me, Shannon M. Moore, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Norman M. Spieler and Claudette M. Rice
Name(s) of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Shannon M. Moore
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Certification of Amendment to Declarations of C&P's for Hidden Hills Community Assn

Document Date: January 3, 1996 Number of Pages: 2

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Norman M. Spieler

- Individual
- Corporate Officer
Title(s): President
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:
Hidden Hills Community Assn.

Signer's Name: Claudette M. Rice

- Individual
- Corporate Officer
Title(s): Secretary
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

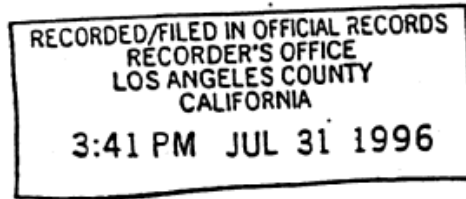
RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:
Hidden Hills Community Assn.

1231839

Recording Requested by and
When Recorded Return to

Glen L. Kulik, ESQ.
Kulik, Gottesman & Mouton, LLP
1880 Century Park East, Suite 1150
Los Angeles CA 90067



FEE \$ 77.57

D.A. FEE Code 20 \$ 2-

CERTIFICATION OF AMENDMENT

TO

DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

THE HIDDEN HILLS COMMUNITY ASSOCIATION

This Certification of Amendment to Declarations of Covenants, Conditions, and Restrictions ("Amendment") for the Hidden Hills Community Association ("Association") is made as of the 3rd day of January, 1996, with reference to the following facts:

1. There are 18 separate sets of declarations of covenants, conditions and restrictions for the Hidden Hills Community Association ("Declarations") which were recorded between December 1950 and the present. A list of the operative Declarations, each of which has been recorded in the office of the County Recorder of the County of Los Angeles, State of California, is attached hereto as Exhibit "A*";
2. The members of the Association, as reflected in Exhibit "B*" hereto, now desire to adopt the Amendment in the form which is attached hereto as Exhibit "C";
3. The President and Secretary of the Association, by their signatures below, hereby certify that more than a majority of the total voting power of the Association have given their written approval of the Amendment;
4. The Superior Court of the State of California for the County of Los Angeles, in response to a petition filed by the Association pursuant to Section 1356 of the

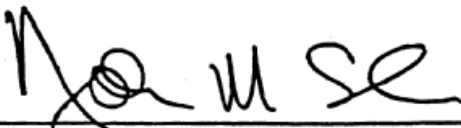
* Exhibits "A" and "B" available upon request.


California Civil Code, has entered its judgment in Action No. LS 005 347 reducing the amount of the affirmative votes needed to amend the Declarations from 66-2/3% to a majority, for the purpose of the Association approving the specific Amendment attached hereto as Exhibit "C";

5. A certified copy of the judgment referenced in subparagraph 4 above is attached hereto as Exhibit "D"; and
6. As a result, Article 5, Section 3(a) of the Declarations, or any comparable language contained in any of them, is hereby eliminated and in its place the language attached hereto as Exhibit "C" shall now be part of those Declarations.

IN WITNESS WHEREOF, the undersigned have executed this Certification as of January 3, 1996.

HIDDEN HILLS COMMUNITY ASSOCIATION

By: 
President

By: 
Secretary

96: 1231839

AMENDMENT TO THE CC&R’s REQUIRED BY THE
“NO CHANGE” METHOD

Section 3. Maintenance and Improvement Charges

(a) General Charges, Assessments and Liens. Each building site, lot, parcel and/or portion of property and the improvements thereon embraced within the real property covered by this declaration, except property and improvements owned by the Association or designated by the Board of Directors of the Association as being devoted to public or semi-public use, and property and improvements, and each of them, owned by declarant and held for road purposes and/or bridle trail purposes and/or park and/or parkway purposes and/or community facility purposes or owned separate and apart from any building site by a person or persons and held for such road, bridle trail, park, parkway and/or community facility purposes, and property and improvements not included in assessment by the County of Los Angeles, shall be subject to a continuous maintenance lien securing payment of an annual charge or assessment to be fixed, established and collected from time to time as herein provided.

The Association shall have sole authority to fix and establish annually the amount of such annual charge or assessment (together with the penalties and costs of collection thereon) which charge or assessment shall be based on the assessed valuation of such building site, lot, parcel and/or portion of property and the improvements thereon as established by the County Assessor of Los Angeles County, or any successor authority, as equalized or adjusted by proper governmental authority (as reflected on the public records of the Assessor’s Office which are available prior to the date that the Board of Directors fixes the assessment as described below), for the then current fiscal year, or for the last fiscal year for which such assessed valuation is then available. All such annual charges and assessments shall be made at a rate fixed by the Board of Directors of the Association based upon a uniform percentage of the respective assessed valuations.

The Board of Directors shall determine the assessed valuation of each building site, lot, parcel and/or portion of property and the improvements thereon by reference to the County Assessor’s record of such assessed valuations as of March 1 of the same calendar year as reflected on the compilation of same which is produced by the Assessor’s Office and purchased by the Association in or about July of each calendar year. The Board of Directors shall be entitled to rely on such compilation as conclusive evidence of the then current assessed valuation of such property and shall not be obligated to make any further inquiry of the Assessor’s Office or any other person or entity concerning the then current assessed valuation of such property. If an owner of any of such property delivers to the Board of Directors prior to September 1 of each calendar year, a certified copy of an official County Assessor’s corrected, amended or otherwise modified assessed valuation of such owner’s property, then the Board of Directors shall use such amended assessed valuation for such property in lieu of the assessed valuation for such property that was reflected on the Assessor’s compilation report of same. Any change in the assessed valuation of such property which is not shown on the compilation report of certified copy of amendment thereto received by or timely delivered to the Board of Directors as described above shall not result in an increase or decrease in the charge or assessment determined by the Board of Directors for the same fiscal year in which the change in assessed valuation occurs.

(b) Collection and Expenditure of Charges and Assessments. The Association shall have sole authority to collect and enforce the collection of all charges and all assessments provided for in this declaration, together with costs, penalties and interest imposed for the nonpayment thereof (with costs to include reasonable attorney's fees), and to expend all moneys collected from such charges, assessments, costs, penalties and/or interest for the payment of expenses and costs in carrying out the rights and powers of the Association as provided for in this declaration and/or the articles of incorporation and/or by-laws of the Association.

(c) Fiscal Year and Due Dates. Each and every of the charges and/or assessments provided for in this declaration shall be fixed on or about the first Monday of each October, for the fiscal year beginning July 1, of the same calendar year, and annually thereafter on or about the first Monday of October of each year for each succeeding fiscal year (which shall run from July 1 to June 30, both inclusive), and each such charge and/or assessment shall be paid annually in advance to the Association on or before the tenth day in December in the same calendar year, on which date each such charge and/or assessment shall become delinquent and shall be enforceable against the building site, lot or parcel and the improvements thereon (if any) against which the same have been assessed, and shall so continue until said charge and/or assessment, together with all costs, penalties and interest provided for, have been paid.

EXHIBIT "D"

Glen L. Kulik, Esq. (CSB# 082170)
KULIK, GOTTESMAN & MOUTON
1880 Century Park East
Suite 800
Los Angeles, California 90067
Telephone: (310) 557-9200

REC'D NW
DEC 22 1995 **FILED**
JAN 3 - 1996
JOHN A. CLARKE, CLERK
M. Mathews
BY M. MATHEWS, DEPUTY

Attorneys for Petitioner Hidden
Hills Community Association

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

In re the Matter of) Case No. LS005347
)
THE HIDDEN HILLS COMMUNITY) CONSOLIDATED WITH
ASSOCIATION, a California non-) CASE NO: LC030788
profit corporation)
)

Petitioner,)
)
)

JUDGMENT

POWERS BOOTHE, PAUL R. LEES-)
HALEY, Ph.D., HOWARD LEVY, JANE) (Case No. LS005347 only)
KELLARD, RICHARD KELLARD, DONALD)
PETRIE, PAUL PALMER and LARRY)
SIEGEL,)
)

Plaintiffs,)
)
)

and)
)
)

CINDY BOND, STEVE BOND, NATHALIE)
BLOSSOM, MIRIAM WIENER, and ROSS)
GARFIELD,)
)

Plaintiffs-In-)
Intervention,)
)

vs.)
)
)

THE HIDDEN HILLS COMMUNITY)
ASSOCIATION, a non-profit)
corporation, and DOES 1 through)
100, inclusive,)
)

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Defendants,)
and)
ARNOLD L. KUPETZ, GLADYS)
MCQUAID, WESS STEYER, PHYLLIS)
SUTKUS and PETER POHL,)
Defendants-In-Intervention.)
_____)

The trial of the above-entitled matter, Case No. LS005347 only, came on regularly for hearing on October 25, 1995 in Department W of the Van Nuys Superior Court, the Honorable John Major presiding. The matter was tried to the Court. Appearances were made by Glen L. Kulik on behalf of Petitioner Hidden Hills Community Association, Lawrence I. Schwartz on behalf of Objector Peter Scharff, Arthur Grebow on behalf of the plaintiffs and plaintiffs-in-intervention in the consolidated action (all of whom filed a joinder in the objection to the petition lodged by Peter Scharff), and by Arnold Kupetz on behalf of the Defendants-in-Intervention in the consolidated action.

The court, having considered the evidence and testimony submitted and the arguments made by all of the above-referenced parties, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

- 1. Judgment is hereby entered in Case No. LS005347 in favor of Petitioner Hidden Hills Community Association;

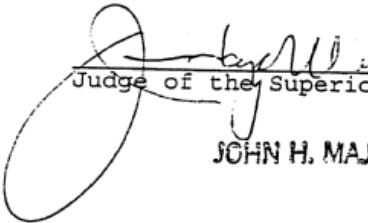
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2. The Petition filed by Hidden Hills Community Association pursuant to Section 1356 of the Civil Code is hereby granted;

3. Plaintiff Hidden Hills Community Association shall recover its costs of suit from the Objectors in the sum of \$ 1,474.46 ^{cm}.

IT IS SO ORDERED this JAN 3rd 1996 day of ~~December~~, 1995.



Judge of the Superior Court
JOHN H. MAJOR



The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

Attest JUN 26 1996
JOHN A. CLARKE, Executive Officer/Clerk
of the Superior Court of California,
County of Los Angeles.

By  Deputy

96 1231839

1 **PROOF OF SERVICE**

2 I, LYNN MOUTON, declare:

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18,
4 and am not a party to the within action; my business address is 1880 Century Park East, Suite
800, Los Angeles, California 90067.

5 On December 22, 1995, I served the foregoing document(s) described as *JUDGMENT* by
6 enclosing true copies thereof in envelopes which were then sealed and addressed as follows:

7 **SEE ATTACHED SERVICE LIST**

8 **BY MAIL:**

9 — I deposited such envelope with the U.S. Postal Service at 1880 Century Park
10 East, Los Angeles, California on the above-referenced date. The envelope was
mailed with first-class postage thereon fully prepaid.

11 X I placed such envelope for collection and mailing pursuant to the ordinary
12 business practices of this firm on the above-referenced date. I am "readily
13 familiar" with the firm's practice for collection and processing correspondence
14 for mailing. Under that practice, correspondence is deposited with the U.S.
Postal Service at 1880 Century Park East, Los Angeles, California, with first-
class postage prepaid on the same day that it is placed for collection and mailing.

15 **BY PERSONAL SERVICE:**

16 — I hand delivered such envelope to the offices of the addressee and left it with the
17 addressee, the office receptionist, or the person apparently in charge.

18 I declare that I am employed in the office of a member of the bar of this court at whose
19 direction the service was made.

20 I declare under penalty of perjury under the laws of the State of California that the above is
21 true and correct.

22 Executed on December 22, 1995, at Los Angeles, California.

23 LYNN MOUTON
24 Type or Print Name

Lynn Mouton
Signature

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28 **96 1231839**

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SERVICE LIST

Lawrence I. Schwartz, Esq.
12424 Wilshire Boulevard
Suite 1430
Los Angeles, California 90025-1048

Arthur Grebow, Esq.
Dennis Larson, Esq.
Reish & Luftman
1755 Wilshire Boulevard
10th Floor
Los Angeles, California 90025-1516

Leonard Siegel, Esq.
Wilner, Klein & Siegel
9601 Wilshire Boulevard
Suite 700
Beverly Hills, California 90210-5211

Arnold L. Kupetz, Esq.
Sulmeyer, Kupetz, Baumann & Rothman
300 South Grand Avenue
14th Floor
Los Angeles, California 90071

96 1231839

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS made this 12th day of December, 1950, by HIDDEN HILLS CORPORATION, a California corporation,

W I T N E S S E T H :

WHEREAS, Hidden Hills Corporation is the owner of that certain real property situate in the County of Los Angeles, State of California, and more particularly described as follows:

Those portions of fractional sections 15, 16 and 22, Township 1 north, Range 17 West, S.B.B. & M., in the County of Los Angeles, State of California, according to the official plot of survey of said land on file in the Bureau of Land Management, described as follows:

- (1) That portion of said fractional section 15 which is included within the colored border line of the Record of Survey Map filed in Record of Surveys Book 65, Page 5, in the office of the County Recorder of said County.
- (2) That portion of said fractional section 16 which is included within the colored border line of the above described Record of Survey Map.
- (3) That portion of the northwest one-quarter of said fractional section 22 which is included within the colored border line of said Record of Survey Map.
- (4) That portion of said fractional section 16 described as follows: Beginning at the southwesterly corner of the above described parcel (2); thence along the southerly boundary thereof, South 72° 18' 26" East 676.33 feet; thence westerly along a curve which is tangent to said last mentioned course, has a radius of 970.00 feet and is concave southerly, a distance of 334.56 feet; thence South 87° 56' 24" West 314.56 feet to a point in the westerly boundary of said fractional section which is southerly 171.58 feet thereon from the point of beginning; thence North 0° 07' 15" West 171.58 feet to said point of beginning.

and

WHEREAS, Hidden Hills Corporation on or about the 8th day of December, 1950, executed Declaration No. One of Protective

Restrictions covering said above described real property, which declaration was filed for record on December 14, 1950, as Document No. 3374, in the office of the County Recorder of Los Angeles, California; and

WHEREAS, Article X of said Declaration No. One of Protective Restrictions contains, among others, the following provisions:

"ARTICLE X

**Easements, Rights of Way,
Gates and Community Facilities**

Section 1. Reservations.

Declarant hereby specifically reserves unto itself, its successors and assigns, from said property covered by this declaration, easements and rights of way on, over, under, across and along the parcels or strips of land to be described in a Declaration of Easements or Declarations of Easements to be executed by declarant which shall be recorded subsequent to the recording of this declaration (whether one or more Declarations of Easements to be in the discretion of declarant), and the use of such easements and rights of way and, if approved by the declarant, the use of any other parcels or strips of land used for any of the uses and purposes designated in the following Section 2 of this article, (notwithstanding anything to the contrary in this declaration contained) shall not be restricted by the following portions of Article III hereof; Subsections (a) to (d), inclusive, of Section 1, subparagraphs (1), (2) and (4) of subsection (a) of Section 2, and subsections (b) and (c) of Section 2; and each of said parcels and strips of land may be used for the said hereafter set forth uses and purposes.

Section 2. Uses and Purposes of Easements and Rights of Way.

- (a) The easements, rights of way, parcels and strips of land referred to in Section 1 of this Article X, unless expressly provided to the contrary in any such Declaration of Easements, are reserved

for the purpose of constructing, erecting, operating and maintaining thereon:

- (1) Roads, streets, driveways, bridle trails, parkways and park areas; and
 - (2) Poles, wires and conduits for the transmission of electricity for lighting, heating, power, telephone and other purposes and for the necessary attachments in connection therewith; and
 - (3) Public and private sewers, storm water drains, land drains, and pipelines, water systems, pumps, heating and gas mains or pipes, and customary appurtenances and equipment in connection with the foregoing; and
 - (4) Any other method of conducting and performing any public or quasi-public utility or mutual water company services or function upon or beneath the surface of the ground.
- (b) The easements and rights of way referred to or described in this Article X and in any of said Declarations of Easements or in either this article or in any of said Declarations of Easements are and each of them is and shall be reserved unto declarant, its successors and assigns, with such rights and authority in connection therewith as are set forth in this declaration and in any of said Declarations of Easements, or in either or any of them, and such right and authority shall include but not limited by the right at any time and from time to time to convey all or any part of said easements and rights of way to others and/or to dedicate the same or any of them or any part thereof to the public.

Section 3. Gates.

Anything in this declaration to the contrary notwithstanding, no gate or obstruction which blocks or interferes with ingress or egress or passage over

or along any road or street or bridle trail upon said property or any part thereof shall be constructed, maintained or permitted unless the same and the location thereof is expressly approved by declarant; provided, however, that, subject to all rights of ingress, egress and passage of all persons legally entitled to the same, a gate or gates may be constructed, maintained and operated by declarant, (and, with the approval of declarant, by the Association) upon the property covered by this declaration or elsewhere for the protection of the privacy of property subject to the jurisdiction of the Association and the residents thereof at such entrance or entrances and/or such location or locations as may be deemed appropriate and proper by declarant.

Section 4. Additional Easements.

In addition to easements and rights of way reserved and/or provided for in this declaration and/or in any of said Declaration of Easements, declarant may also reserve such future and additional easements and rights of way as it may deem proper in any deed or conveyance covering any building site, lot or parcel embraced within said property.

Section 5. Jurisdiction and Control of Easements.

- (a) Notwithstanding anything in this article contained, declarant shall have the right from time to time to release and quitclaim to the owner of the building site, lot or parcel on which any easement and/or right of way is a servitude, all or so much of said easement or right of way hereby or in any other manner reserved as in the judgment of declarant is no longer required; provided that if jurisdiction and control over the easement or right of way to be released is shown of record to have been conveyed or granted to the Association, the release or quitclaim thereof must be first approved in writing by the Association.
- (b) The jurisdiction and control of the Association as to easements and rights of way established by declarant shall extend only to such easements and

rights of way as may be conveyed to it by declarant or in respect to which the Association shall be granted jurisdiction and control in writing by declarant. Said easements, whether or not under the jurisdiction or control of the Association, shall at all times be open to declarant and its successors, assigns, licensees and invitees, and easements and rights of way over which the Association has jurisdiction and control shall at all times be open to it, and declarant and its successors, assigns, licensees and invitees in respect to all of said easements and rights of way, and the Association with respect to easements and rights of way subject to its jurisdiction and control, shall have the right of ingress and egress thereover and the right and privilege of doing whatever may be necessary or proper in, under and upon said locations for the carrying out of any of the aforesaid purposes for which said easements and rights of way are reserved, and shall not thereby in any manner be deemed guilty of trespass."

and

WHEREAS, Hidden Hills Corporation is about to or will in the future convey portions of said above described property in building sites, lots or parcels subject to said Declaration No. One of Protective Restrictions and this Declaration of Easements and/or other declarations of easements; and

WHEREAS, it is the desire of Hidden Hills Corporation to reserve the following described easements and rights of way:

NOW, THEREFORE, Hidden Hills Corporation hereby makes this Declaration of Easements pursuant to said Article X of said Declaration No. One of Protective Restrictions and hereby declares that each conveyance hereafter made by it of a building

site, lot or parcel of land embraced within said above described property shall be subject to the following reservations of easements and rights of way and the following provisions, and Hidden Hills Corporation does hereby expressly reserve unto itself, its successors and assigns, the easements and rights of way hereinafter set out from and in each and every conveyance made by it of any such building site, lot or parcel;

FIRST: General Easements.

Hidden Hills Corporation hereby reserves unto itself, its successors and assigns, easements and rights of way, for the uses and purposes and each of them set forth in Section 2 of Article X of said Declaration No. One of Protective Restrictions, over, on, under, across and along each of the following described portions of real property embraced within said real property covered by said Declaration No. One of Protective Restrictions, and more particularly described as follows:

Those portions of Fractional Section 15, 16, 22 and 23, Township 1 North, Range 17 West, S.B.B. & M., in the County of Los Angeles, State of California, according to the official plot of the survey of said land on file in the Bureau of Land Managements, described as follows:

Parcel No. 1:

A strip of land 60.00 feet wide, 30.00 feet, measured at right angles or radially, on each side of the following described centerline: Beginning at a point in the Westerly boundary of said Fractional Section 16, distant thereon South 0° 07' 15" East 141.56 feet from the Southwesterly corner of the 196.602 acre parcel of land shown on Record of Survey Map filed in Record of Surveys Book 65, Page 5, in the office of the County Recorder of said County; thence North 87° 56' 34" East 313.55 feet to the beginning of a tangent curve concave Southerly and having a radius of 1000.00 feet; thence Easterly along said curve 344.70 feet; thence South 72° 18' 26" east 1244.81 feet to the beginning of a tangent curve concave to the Southwest having a radius of 2000.00 feet; thence Southeasterly along said last mentioned curve 158.25 feet; thence South 67° 46' 25" East 716.15 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 400.00 feet; thence Southeasterly along said last mentioned curve 189.48 feet; thence South 40° 38' 00" East 1388.05 feet to the beginning

of a tangent curve concave Northeasterly and having a radius of 1600.00 feet; thence Southeasterly along said last mentioned curve 627.24 feet to a point in the Westerly line of the S.E. 1/4 of the S.W. 1/4 of said Fractional Section 15 which is distant thereon North 0° 07' 18" East 438.48 feet from the Southwesterly corner thereof.

The side lines of the above described parcel to be extended or shortened to terminate in the lines which they join.

Parcel No. 2:

A strip of land 60.00 feet wide, 30.00 feet, measured at right angles or radially, on each side of the following described centerline: Beginning at a point in the Easterly line of the Southeast one-quarter of the Southwest one-quarter of said Section 15, distant thereon North 0° 07' 18" East 43.22 feet from the Southeasterly corner thereof as said corner and line is shown on Record of Survey Map filed in Record of Surveys Book 65, Page 5, in the office of the County Recorder of said County; thence North 70° 00' 36" West 429.22 feet to the beginning of a tangent curve concave Southerly and having a radius of 1600.00 feet; thence Westerly along said curve 155.34 feet to Point A which is the point of beginning of the hereinafter described Parcel No. 4; thence continuing Westerly, along said curve, 155.33 feet; thence North 81° 08' 06" West 139.35 feet to the beginning of a tangent curve concave Northerly and having a radius of 1600.00 feet; thence Westerly along said last mentioned curve 503.78 feet to a point in the Westerly line of said S.E. 1/4 of the S.W. 1/4, distant thereon North 0° 07' 18" East 438.48 feet from the Southwesterly corner thereof.

The side lines of the above described parcel to be extended or shortened to terminate in the lines which they join at the Easterly and Westerly boundary thereof.

Parcel No. 3:

A strip of land 60.00 feet wide, 30.00 feet, measured at right angles, on each side of the following described centerline: Beginning at a point in the Westerly boundary of the Southeast one-quarter of said Section 15, distant thereon North 0° 07' 18" East 43.22 feet from the Southwesterly corner thereof; thence South 70° 00' 36" East to the Southerly boundary of said section.

The side lines of the above described parcel to be extended or shortened to terminate in the lines which they join.

Parcel No. 4:

(a) A strip of land 40.00 feet wide, 20.00 feet, measured

at right angles or radially, on each side of the following described centerline: Beginning at Point A described in the above Parcel No. 2; thence North $14^{\circ} 25' 39''$ East 104.36 feet to the beginning of a tangent curve concave Westerly, having a radius of 500.00 feet; thence Northerly along said curve 427.09 feet; thence North $34^{\circ} 30' 50''$ West 290.47 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 500.00 feet; thence Northwesterly along said last mentioned curve 108.95 feet; thence North $46^{\circ} 59' 55''$ West 114.05 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 65.00 feet; thence Northwesterly along said last mentioned curve 51.05 feet to Point B and the point of beginning of the hereinafter described Parcel No. 5; thence, continuing Northerly, Easterly, and Southeasterly along said last mentioned curve, 144.39 feet; thence South $54^{\circ} 43' 30''$ East 157.28 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 500.00 feet; thence Southeasterly along said last mentioned curve 87.53 feet; thence South $44^{\circ} 39' 50''$ East 91.99 feet to the beginning of a tangent curve concave Northeasterly and having a radius of 1000.00 feet; thence southeasterly along said last mentioned curve 71.56 feet; thence South $48^{\circ} 45' 50''$ East 302.31 feet to the beginning of a tangent curve concave Northeasterly and having a radius of 250.00 feet; thence Southeasterly along said last mentioned curve 65.93 feet to Point C and the point of beginning of the following described land.

- (b) Beginning at Point C last above described; thence North $26^{\circ} 07' 35''$ East 40.00 feet; thence North $71^{\circ} 07' 35''$ East 14.14 feet; thence South $63^{\circ} 52' 25''$ East 43.71 feet; thence South $19^{\circ} 05' 40''$ West 70.53 feet; thence North $63^{\circ} 52' 25''$ West 62.35 feet; thence North $26^{\circ} 07' 35''$ East 20.00 feet to the point of beginning.
- (c) Beginning at a point in the Northerly line of the above described Parcel No. 2, distant thereon Westerly 17.00 feet from the intersection of said line with the Westerly line of the above described Parcel No. 4-A; thence Easterly along said Northerly line 17.00 feet; thence North $14^{\circ} 25' 39''$ East, along said Westerly line, 17.00 feet; thence South $58^{\circ} 55' 30''$ West 24.25 feet to the point of beginning.
- (d) Beginning at a point in the Northerly line of the above described Parcel No. 2, distant thereon Easterly 17.00 feet from the intersection of said line with the Easterly line of the above described Parcel No. 4-A; thence Westerly along said Northerly line to the intersection thereof; thence, along said Easterly line, North $14^{\circ} 25' 39''$ East 17.00 feet; thence South $30^{\circ} 04' 12''$ East 24.25 feet to the point of beginning.

Parcel No. 5:

- (a) A strip of land 40.00 feet wide, 20.00 feet, measured at right angles, on each side of the following described

centerline: Beginning at Point B in the above described Parcel No. 4-A; thence North $35^{\circ} 48' 57''$ West 200.77 feet to a point in the Northerly line of the Southeast one-quarter of the Southwest one-quarter of said Section 15; distant thereon South $89^{\circ} 53' 01''$ East 261.97 feet from the Northwesterly corner thereof as said corner is shown on Record of Survey Map filed in Record of Surveys Book 65, Page 5, in the office of the County Recorder of said County. The side lines of said strip to be extended or shortened to terminate in the Northwesterly line of said Parcel No. 4-A and the above mentioned Northerly line.

- (b) That portion of said Section 15 which is bounded on the East by the Westerly boundary of the above described Parcel 4-A, on the Northeast by the Southwesterly boundary of the above described Parcel 5-A and on the Southwest by a curve which is concave Southwesterly, has a radius of 75.00 feet and is tangent at its respective ends with the Westerly boundary of said Parcel No. 4-A and the Southwesterly boundary of said Parcel No. 5-A.
- (c) That portion of said Section 15 which is bounded on the Southeast by the Northwesterly boundary of the above described Parcel No. 4-A, on the Southwest by the Northwesterly boundary of the above described Parcel 5-A and on the North by a curve which is concave Northerly, has a radius of 15.00 feet and is tangent at its respective ends with the Northwesterly boundary of said Parcel No. 4-A and the Northeasterly boundary of said Parcel No. 5-A.

Parcel No. 6:

- (a) A strip of land 40.00 feet wide, measured at right angles or radially, on each side of the following described centerline: Beginning at a point in the centerline of the above described Parcel No. 2, distant thereon Southeasterly 22.33 feet from the Westerly line of the Southeast one-quarter of the Southwest one-quarter of said Section 15 as said section is shown on Record of Survey Map filed in Record of Surveys Book 65, Page 5, in the office of the County Recorder of said County; thence, along a line which is parallel with and 20.00 feet Easterly, measured at right angles, from the said Westerly line, South $0^{\circ} 07' 18''$ West 428.54 feet to a point in a line which is parallel with and 20.00 feet, measured at right angles, Easterly from the Westerly line of the North one-half of the Northeast one-quarter of the Northwest one-quarter of said Section 22 as shown on said Record of Survey Map; thence, along said last mentioned parallel line, South $0^{\circ} 00' 44''$ East 66.81 feet to the beginning of a tangent curve concave Easterly and having a radius of 140.00 feet; thence Southerly along said curve 86.30 feet; thence South $35^{\circ} 19' 45''$ East 2.79 feet to the beginning of a tangent curve concave Westerly and having a radius of 150.00 feet; thence Southerly along said last mentioned curve 101.13 feet; thence South $3^{\circ} 17' 55''$

West 42.41 feet to the beginning of a tangent curve concave Easterly and having a radius of 100.00 feet; thence Southerly along said last mentioned curve 94.74 feet; thence South 50° 59' 05" East 34.58 feet to the beginning of a tangent curve concave Northerly and having a radius of 70.00 feet; thence Easterly along said last mentioned curve 101.70 feet; thence North 45° 46' 10" East 30.16 feet to the beginning of a tangent curve concave Southerly and having a radius of 70.00 feet; thence Easterly along said last mentioned curve 99.62 feet; thence South 52° 41' 30" East 135.43 feet to the beginning of a tangent curve concave Northerly and having a radius of 100.00 feet; thence Easterly along said last mentioned curve 89.62 feet; thence North 75° 57' 40" East 26.84 feet to the beginning of a tangent curve concave Southerly and having a radius of 200.00 feet; thence Easterly along said last mentioned curve 68.95 feet to Point A.

- (b) Beginning at the last above mentioned Point A; thence North 5° 42' 50" East 20.00 feet; thence South 84° 17' 10" East 40.00 feet to the beginning of a tangent curve concave Westerly and having a radius of 30.00 feet; thence Southeasterly, Southerly and Westerly along said curve 111.35 feet; thence North 51° 38' 10" West 28.28 feet to a point which is South 5° 42' 50" West 20.00 feet from the point of beginning; thence North 5° 42' 50" East 20.00 feet to said point of beginning. The Westerly end of the herein described parcel is identical with the Easterly end of the last above described Parcel A.
- (c) Beginning at a point in the Easterly line of the above described Parcel 6-A, distant thereon Southerly 17.00 feet from the intersection of said line with the Southerly line of the hereinbefore described Parcel No. 2; thence North 0° 07' 18" East 17.00 feet to said intersection; thence Southeasterly along said Southerly line 17.00 feet; thence South 57° 19' 25" West 18.42 feet to the point of beginning.

Excepting from the above described Parcel No. 6-A that part thereof lying within the lines of the hereinbefore described Parcel No. 2.

SECOND: Boundary Line Easements.

Hidden Hills Corporation hereby reserves unto itself, its successors and assigns, easements and rights of way, for the uses and purposes and each of them set forth in Section 2 of Article X of said Declaration No. One of Protective Restrictions, over, on, under, across and along each of the following described portions, of real property embraced within said real property covered by said Declaration No. One of

Protective Restrictions, and situate in the County of Los Angeles, State of California, and more particularly described as follows:

The strips and portions of land 10.00 feet wide entirely within and abutting upon the exterior boundaries of each and every building site, lot or parcel of land conveyed by Hidden Hills Corporation, being a part of said property subject to said Declaration No. One of Protective Restrictions, excepting those boundaries common to the boundaries of the strips of land above described in Section FIRST hereof; provided, however, that Hidden Hills Corporation by provisions contained in the deed to any such building site, lot or parcel executed by it, may reduce the width or totally eliminate any one or more of said exterior boundary easements pertaining to any such building site, lot or parcel covered by such deed.

THIRD: Right to Convey and Dedicate.

- (A) All easements and rights of way reserved or provided for in Section FIRST of this Declaration of Easements (or as said easements and rights of way may be reserved in any deed referring to or incorporating therein this Declaration of Easements) are reserved with the right and authority in Hidden Hills Corporation, its successors and assigns, at any time and from time to time to convey or transfer all or any or any part of said easements and rights of way to others and/or to dedicate the same or any part thereof to the public, including but not limited by the right to convey and/or transfer such easements and rights of way or any of them or any part thereof to any and to all owners, lessees and users of the following described real property as such property now exists and also as such property and each portion thereof may hereafter from time to time be sold or conveyed in building sites, lots or parcels or be subdivided or be divided into building sites, lots or parcels and/or

for the use by the residents of any and all of such building sites, lots and/or parcels, and also including but not limited by the right of Hidden Hills Corporation to authorize and permit the use of such easements and rights of way or any of them or any part thereof by its licensees and invitees. Said real property referred to above in this Section THIRD is described as follows:

(a) All of that said real property covered by said Declaration No. One of Protective Restrictions.

(b) Those portions of Fractional Sections 9, 16, 21, 22, and 23, Township 1 North, Range 17 West, S.B.B & M., in the County of Los Angeles, State of California, according to the official plot of survey of said land on file in the Bureau of Land Management, described as follows:

(1) Lots 2, 3 and 4 of said Fractional Section 9.

(2) That portion of the Northeast one-quarter of said Fractional Section 22 which is included within the colored border line of said Record of Survey Map.

(3) That portion of said Fractional Section 23 which is included within the colored border line of said Record of Survey Map.

(4) All of said Fractional Section 16 lying south of the southerly line of the 196.602 acre parcel of land shown on Record of Survey Map filed in Record of Surveys Book 65, Page 5, in the office of the County Recorder of said County.

EXCEPTING therefrom the Westerly 660.00 feet of Lot 4 and the Westerly 660.00 feet of the South 1/2 of the Southwest 1/4 of said section.

ALSO, EXCEPTING therefrom that portion thereof described as follows: Beginning at the Southwesterly corner of said 196.602 acre parcel; thence, along the Southerly boundary thereof, South 72° 18' 26" East 676.33 feet; thence Westerly along a curve which is tangent to said last mentioned course, has a radius of 970.00 feet and is concave Southerly, a distance of 334.56 feet; thence South 87° 56' 24" West 314.56 to a point in the Westerly boundary of said fractional section which is Southerly thereon 171.58 feet from the point of beginning; thence North 0° 07' 15" West, along said last mentioned line, to the point of beginning.

- (5) The North one-half of said Section 21, EXCEPTING the Westerly 660.00 feet and the East 1/4 of the Northeast 1/4 thereof.
- (c) That certain real property situate in the County of Ventura, State of California, and more particularly described as follows: That portion of Rancho Simi in the County of Ventura, State of California, described as follows: Beginning at a point in the boundary common to the County of Ventura and the County of Los Angeles, in the said State of California, said point being at the Southeasterly corner of said Rancho Simi and an angle point in the Northerly boundary of Fractional Section 16, T.1 N., R. 17 W.S.B.B. & M.; thence Northerly, along the Easterly boundary of said Rancho Simi and common County boundary line, 4675.00 feet; thence Westerly, along a line parallel with the South line of said Rancho, 4675.00 feet; thence Southerly 4675.00 feet to a point in the Southerly boundary of said Rancho Simi and common County boundary line which is Westerly thereon 4675.00 feet from the point of beginning; thence Easterly 4675.00 feet to said point of beginning.
- (B) All easements and rights of way reserved or provided for in Section SECOND of this Declaration of Easements (or as the same may be reserved in any deed referring to or incorporation therein this Declaration of Easements) are reserved with the right and authority in Hidden Hills Corporation at any time and from time to time to convey or transfer all or any or any part thereof to others.

FOURTH: The terms "building sites", "lots" and "parcels" as used in this Declaration of Easements shall have the same respective meanings as are given to such terms in said Declaration No. One of Protective Restrictions, and the term "declarant" as used in said Article X of said Declaration No. One of Protective Restrictions refers to Hidden Hills Corporation.

FIFTH: Easements and rights of way reserved or provided for herein may be added to by other Declaration or Declarations of Easements made and recorded by Hidden Hills Corporation and/or by deed executed and recorded by said corporation.

IN WITNESS WHEREOF, Hidden Hills Corporation has caused its signature and seal to be hereunto affixed by its duly authorized officers the day and year first above written.



HIDDEN HILLS CORPORATION

By *[Signature]*
President

Notary Public Los Angeles County

[Signature]
My Commission Expires March 7th 1954

ATTEST:

[Signature]
Secretary

APPROVAL

Hidden Hills Community Association, a non-profit corporation organized under the laws of the State of California, does hereby approve the foregoing Declaration of Easements.

Dated: December 12th, 1950.



HIDDEN HILLS CORPORATION

By *[Signature]*
President

Notary Public Los Angeles County

[Signature]
My Commission Expires March 7th 1954

ATTEST:

[Signature]
Secretary

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On the 12th day of December, 1950, before me, the undersigned, a Notary Public in and for said County, personally appeared A. E. HANSON, known to me to be the President, and ROY CRUMMER, JR., known to me to be the Secretary of the HIDDEN HILLS CORPORATION, the corporation that executed the within and foregoing instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.



G.M. Stritch
Notary Public in and for said
County and State
My Commission Expires April 22, 1951

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On this 12th day of December, 1950, before me, the undersigned, a Notary Public in and for said County, personally appeared A. E. HANSON, known to me to be the President, and ROY CRUMMER, JR., known to me to be the Secretary of HIDDEN HILLS COMMUNITY ASSOCIATION, the corporation that executed the within and foregoing instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS MY HAND and official seal.



G.M. Stritch
Notary Public in and for said
County and State
My Commission Expires April 22, 1951

