

DECLARATION OF RESTRICTIONS

THIS DECLARATION made this 5th day of September, 1946, by L. & F Company, a California corporation, WOODMAN PARK, a partnership composed of Louis Greenspan, Belle Greenspan, Rose Lewis and Nathan Lewis, M. J. Bristol, a married man, Adele Nadel, a married woman, and Shirley Estelle Marks, a married woman (hereinafter referred to as "Declarants"), WITNESSETH: WHEREAS, the Declarants are the owners of the real property described as Lots 1 to 138, inclusive, of Tract No. 13564, as per map recorded in Book 278, Pages 40- 41- 42 of Maps, Records of Los Angeles County; and WHEREAS, Declarants desire to subject said property to the following conditions, restrictions, and charges for the benefit of said property and its present and subsequent owners; and WHEREAS, the power to enforce said conditions, restrictions, and charges is to reside in the person or person owning any real property situated in said Tract; NOW THEREFORE, Declarants hereby declare that the property heretofore described is and shall be held and conveyed upon and subject to the conditions, restrictions and charges hereinafter set forth;

A. PURPOSES AND USES

1. The lots in said tract shall be used for no purpose other than the erection and construction of a detached, single family dwelling and private garage for not more than 3 cars upon each such lot, which structures shall not exceed one and one-half stories in height, and shall have a ground floor area, excluding porches, patios, and garages, of not less than 1,200 square feet with respect to Lots 1 to 63, inclusive, and of not less than 1,400 square feet with respect to Lots 64 to 138, inclusive.
2. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the Tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used either as a residence, or for any business, commercial, or professional purpose.

B. SET BACK AND ACCESS

1. On said lots in said tract, subject to the exceptions set out below, no building shall be located nearer than 25 feet to the front lot line thereof, nor nearer than 10 feet to any side street line, nor nearer than 5 feet to any side lot line other than a side street line, except that the exterior wall of a detached garage or other building, the front of which garage or outbuilding is located 70 feet or more from the front lot line, may be located not nearer than 1 foot from any side lot line other than a side street line; provided further that there shall be a clear distance of 10 feet between exterior wall lines of existing or future adjacent living quarters.
2. Lots 1, 42 and 43, of said Tract shall have no vehicular access from Riverside Drive and no such access shall at any time be created or maintained.

C. ARCHITECTURAL APPROVAL

1. No building, structure, fence, porte-cochere, porch or hedge shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Louis Greenspan, M. J. Bristol and B.J. Fried, or by a representative of designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations

have been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The power and duties of such committee, and of its designated representative, shall cease on and after November 1, 1951. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in the subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

D. EASEMENTS

1. Easements affecting said Lots 1 to 138, inclusive, Tract No. 13564 are reserved as shown on the recorded plat, for utility installation and maintenance.

DI. RACE RESTRICTIONS

1. No persons or any race other than the Caucasian race shall use or occupy any building or any lot, except that this Covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

Race Restrictions clause was abolished in the early 1960s and no longer applies to the CC&Rs.

These Covenants are to run with the land and, with the exception of Covenant B 2, which shall be perpetual, all the covenants hereof shall be binding and all parties and all persons claiming under them until November 1, 1971, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

PROVIDED, that a breach of any of the foregoing covenants or conditions, or any re-entry by reason of such breach, shall not deem or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value as to said property or any part thereof, but said covenants or conditions shall be binding upon and effective against any subsequent owner of said property.

Signed, sealed and executed on this 5th day of September, 1946, at and in the City of Los Angeles, County of Los Angeles, State of California.

L. & F COMPANY, a California corporation,
WOODMAN PARK, a partnership composed of
Louis Greenspan, Belle Greenspan, Rose Lewis
And Nathan Lewis,

M. J. BRISTOL
ADELE NADEL and
SHIRLEY ESTELLE MARKS

By Louis Greenspan (Louis Greenspan)
Their duly authorized Attorney in Fact

State of California, County of Los Angeles) ss. On this 5th day of September, 1946, before me, CHESTER C. HOPKINS, a Notary Public in and for said County and State, personally appeared LOUIS GREENSPAN, known to me to be the person who executed the within instrument and acknowledged to me that he executed the same as Attorney in Fact for the persons and corporation above named. WITNESS my [sic] hand and official seal the day and year first above written.

(Seal)

Chester C. Hopkins, (CHESTER C. HOPKINS), xxxxx
Notary Public in and for the County of Los Angeles,
State of California. My commission expires April 23, 1950.

#2053. Recorded at request of Louis Greenspan, Oct 10, 1946, 10:31 A.M. Copyist #84. Compared Mame B. Beatty, County Recorder,
\$2.60- 15 D

By (signature) Deputy.

DECLARATION OF RESTRICTIONS

THIS DECLARATION made this 5th day of September, 1966, by L. & F Company, a California corporation, HOODMAN PARK, a partnership composed of Louis Greenspan, Belle Greenspan, Rose Lewis and Nathan Lewis, M. J. Bristol, a married man, Adele Madel, a married woman, and Shirley Estelle Marks, a married woman (hereinafter referred to as "Declarants"), WHEREAS, the Declarants are the owners of the real property described as Lots 1 to 138, inclusive, of Tract No. 13564, as per map recorded in Book 278, Pages 40- 41- 42 of Maps, Records of Los Angeles County; and WHEREAS, Declarants desire to subject said property to the following conditions, restrictions, and charges for the benefit of said property and its present and subsequent owners; and WHEREAS, the power to enforce said conditions, restrictions, and charges is to reside in the person or persons owning any real property situated in said Tract;

NOW, THEREFORE, Declarants hereby declare that the property heretofore described is and shall be held and conveyed upon and subject to the conditions, restrictions and charges hereinafter set forth;

A. PURPOSES AND USES

1. The lots in said tract shall be used for no purpose other than the erection and construction of a detached, single family dwelling and private garage for not more than 3 cars upon each such lot, which structures shall not exceed one and one-half stories in height, and shall have a ground floor area, excluding porches, patios, and garages, of not less than 1,200 square feet with respect to Lots 1 to 63, inclusive, and of not less than 1,400 square feet with respect to Lots 64 to 138, inclusive.

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If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them

from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

PROVIDED, that a breach of any of the foregoing covenants or conditions, or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value as to said property or any part thereof, but said covenants or conditions shall be binding upon and effective against any subsequent owner of said property.

Signed, sealed and executed on this 5th day of September, 1946, at and in the City of Los Angeles, County of Los Angeles, State of California.

L & P COMPANY, a California corporation,
WOODMAN PARK, a partnership composed of
Louis Greenspan, Belle Greenspan, Rose Lewis
and Nathan Lewis,

M. J. BRISTOL
ADELIE MADEL and
SHIRLEY ESTELLE MARKS
By Louis Greenspan (Louis Greenspan)

Their duly authorized Attorney in Fact

State of California, County of Los Angeles) ss. On this 5th day of September, 1946, before me, CHESTER C. HOPKINS, a Notary Public in and for said County and State, personally appeared LOUIS GREENSPAN, known to me to be the person who executed the within instrument and acknowledged to me that he executed the same as Attorney in Fact for the persons and corporation above named. WITNESS my hand and official seal the day and year first above written.

(Seal)

Chester C. Hopkins, (CHESTER C. HOPKINS), xxxxx
Notary Public in and for the County of Los Angeles,

State of California. My commission expires April 23, 1950.

#2053. Recorded at request of Louis Greenspan, Oct 10, 1946, 10:31 A.M. Copyist #84. Compared Name B. Beatty, County Recorder, \$2.60- 15 D

By

L. Maag Deputy.

CHATTEL MORTGAGE

THIS MORTGAGE, made this 26 day of Sept. 1946, by John Stewart Roberts, P.O. Box 1199, County of Beverly Hills, Calif., State of California, by occupation — Mortgagor, To FIRST THRIFT OF LOS ANGELES, a California corporation, with its principal place of business in the City and County of Los Angeles, State of California, Mortgagee

WITNESSETH: that the said Mortgagor, mortgage-to the said Mortgagee all that certain personal property situated and described as follows, to-wit:

1 Rug & pad 12x15	6 Chairs	1 Rug 6½ x 9
1 OS Di an	1 Side board	1 Dbl bed box sp & mat.
1 Matching chair & stool	1 Dbl bed sp & mat	1 Vanity & bench & mirror
1 Occ Chair	1 Highboy	1 Table
1 Long Table	1 Vanity & be_ch	1 Chair
1 Floor lamp	1 Commode	1 Stand
All drapes	1 Rug & pad 9x12	3 Chest of drs
1 Desk & chair	1 Vac Cl	
1 Chest of drs.	1 Range	
1 Coffee table	1 Ice Box	
1 xx Side table	Hall Runner	
1 Stand	1 Table & chairs	
1 Firescreen	1 Rug 9x12 & Throw rug	
1 Stand	1 Dbl bed sp & mat.	
1 Rug & pad 9x12	1 Vanity & chair	
1 Table	1 Highboy	

AS SECURITY for the payment to FIRST THRIFT OF LOS ANGELES, the said Mortgagee, of Five Hundred Fifteen & 00/100 Dollars lawful money of the United States of America, with interest as specified, according to the terms and conditions of a certain promissory note of even date herewith, and in the words and figures as follows, to-wit:

COLLATERAL NOTE

FIRST THRIFT OF LOS ANGELES
3733 Wilshire Blvd.

No. 25-8166

Los Angeles, Calif. Sept 26, 1946.

One year after date, for value received, we, the undersigned, severally, or jointly and severally promise to pay to the order of First Thrift of Los Angeles, at its office in the City of Los Angeles, the sum of FIVE HUNDRED FIFTEEN & 00/100 Dollars (\$515.00), in lawful money of the United States, and deposit herewith, as collateral security, Installment Investment Certificate of said Company, on the reverse side hereof, which is acknowledged as executed by the Company and maker and delivered and assigned by the maker, by the signing and delivery of this note, and CHATTEL ON HING. The makers further promise, whenever required by the said Company, to increase the amount of security for this obligation until satisfactory to the Company, and should this security be not increased when so required, or should default be made in the payment of any installment due to the said Company on the certificate hypothecated, or in the event of the default in the observance of any other regulation of said Company, then the said Company shall herein agreed and payable to the said Company according to its face or rat.