

RESTRICTIONS FOR TRACT 9050 AND TRACT 9160

LOS FELIZ HILLS TRACT

This property is conveyed and this conveyance is accepted subject to the following conditions and covenants which shall apply to and be binding upon the said party of the second part, her heirs, devisees, executors, administrators and assigns:

1. Lots 16 to 22 inclusive, in Block "B" of Tract No. 9050 and Lots 1, 2, 5 and 19 in Tract No. 9160, may be used for residence or business purposes, provided, however, that any business building erected, placed or maintained on any of said lots shall be constructed of brick or stucco and shall have a pitch roof, and any such building, exclusive of the customary outbuildings, shall cost and be fairly worth not less than \$4,000.00.

2. Lots 1 to 5, inclusive, and 11 and 12, in Block "A"; Lots 5 to 8, inclusive, and Lot 40, in Block "B" of Tract No. 9050; and Lots 15, 16, 17, 20 and 21 in Tract No. 9160 shall be used for residence purposes only, and may be used for flats, apartment houses or a duplex. Any such duplex erected, placed or maintained on any such lot shall at the time of construction cost and be fairly worth not less than \$10,000.00 and any flat or apartment building erected, placed or maintained on any such lot shall cost and be fairly worth at the time of erection not less than \$14,000.00.

3. Lots not mentioned in the foregoing paragraphs 1 and 2 shall be used for one single family private residence only.

4. Any private residence built on Lots 1, 5, 8, 12, 13, 14, 19, 20 and 21, in Block "C"; 1 and 2 in Block "D"; 13, 24 to 26, inclusive, in Block "E"; 13, 14, 16, 17, 18, 50 and 51 in Block "G"; 16, 17, 40, 45, 53 in Block "H"; 25 and 26 in Block "L"; 3, 4, 7, 8, 11, 12, 15, 16, in Block "M"; 3 and 4 in Block "N"; 17, 18, 21 in Block "O"; 16, 19, 20 in Block "P"; 9 in Block "S"; of Tract No. 9050 and Lots 24 and 25 of Tract No. 9160, shall if a two-story residence, cost and be fairly worth not less than \$10,000.00, and if a one-story residence, shall cost and be fairly worth not less than \$7,500.00.

5. Any private residence built on Lots 9, 10, 11, 26, 27, 28, 29 in Block "C"; 5, 6, 15, 16, 21, 22, 23, in Block "E"; 1, 2, 3, 4, 8, 12, 13, 16, 17, 25, 32, 33, 34 in Block "F"; 22, 23, 26, 27, 30, 31, 34, 35, 38, 39, 42, 43, 46, 47, in Block "G"; 20, 21, 24, 25, 28, 29, 33, 36, 37, 41, 44, 48, 49, 52, in Block "H"; 29, 30, 33, 34, 37, 38, 41, 42, in Block "L"; 5, 8, 9, in Block "N"; 1, 2, 5, 6, 9, 10, 13, 14, 22, 24, 25, 28, 31, 32, 35, 36, in Block "O"; 3, 4, 7, 8, 11, 12, 23, 24, 27, 28, in Block "P"; 1, 4, 5, 8, 9, in Block "R"; 1, 2, 5, 6, 12 to 16, inclusive, 18, 19, 22, in Block "S"; shall if a two-story residence, cost and be fairly worth not less than \$9,000.00, and if a one-story residence, shall cost and be fairly worth not less than \$6,000.00.

6. Any private residence built on Lot 17 in Block "E"; 20, 21, 23, 24, 26 in Block "F"; shall, if a two-story residence, cost and be fairly worth not less than \$8,000.00, and if a one-story residence, shall cost and be fairly worth not less than \$5,000.00.

7. That any building erected, placed or maintained on said premises shall be constructed thereon (and not moved from elsewhere) and shall face the front line of said premises.

8. That no garage, tent, outhouse or other building of any nature whatsoever shall be erected or placed upon said premises and occupied as a residence at any time, either prior or subsequent to the erection of the main residence thereon.

9. Living quarters for personal employees may be built over or attached to a garage, but same shall not be sublet or rented to or occupied by other persons than the personal employees of the owner or occupant of the residence on the lot.

10. That no building of any nature whatsoever, with a flat roof, shall be erected, built or maintained on said premises, but all such buildings shall be built with either a gable or mansard roof.

11. That said property or any part thereof shall not, nor shall any interest therein at any time, be rented, leased, sold, devised or conveyed to or inherited by, or be otherwise acquired by or become the property of or be occupied by any person whose blood is not of the Caucasian Race, but persons not of the Caucasian Race may be kept thereon by such a Caucasian occupant strictly in the capacity of servants of such occupant.

12. That no horses, cows, hogs, goats or similar livestock shall be kept or maintained on said property or any portion thereof, nor shall any chicken yard be maintained thereon, except those lots adjacent to Griffith Park in Block "D" and "E," and Lot 1 in Block "R," where riding horses may be kept if permitted by the laws and ordinances of the City of Los Angeles, California.

13. That said property shall not be used, nor shall any part thereof be used for the purpose of drilling thereon for or producing therefrom oil, gas or any other kindred and/or mineral substance.

14. All building plans for a structure of any kind to be erected, placed or maintained on any lot or lots in said Tract, with accompanying specifications, shall, during a period of ten (10) years from January 1st, 1926, but not otherwise, be submitted for approval to a Committee of three to be known as the Building Committee, and be appointed by the Seller, or his successors in interest. The Seller or his successors in interest, shall have full power to make appointments from time to time to fill any vacancy in the membership of said Committee. No structure of any kind shall be erected upon any of said lots until the plans therefor, and location of said structure on the lot or lots have received the written approval of at least two members of said Committee, and such written approval may be recorded and shall be conclusive evidence of such approval. Said Building Committee shall not be responsible for any structural defects in said plans, and/or specifications, nor in any building erected in accordance with such plans, and/or specifications. Provided, however, that after the expiration of one year from the date of issuance of a building permit by the duly constituted authority of the City of Los Angeles for any such structure, the structure described in such permit shall, in favor of purchasers and encumbrancers, from the owner causing such structure to be erected, be deemed to comply with all the provisions of the above paragraph unless actual notice to the contrary shall have been given to such purchasers or encumbrancers, or legal proceedings shall have been instituted to enforce such compliance.

15. It is mutually understood and agreed that the above covenants and restrictions or any of them, may be altered or modified at any time prior to January 1st, 1950, by written agreement by and between the parties of the first part, their successors or assigns, and the owner for the time being of the premises upon which it is or may be desired to alter or modify said covenants and restrictions, together with the written consent of the owners of the lots adjoining on both sides of the lot upon which it is proposed to alter or modify the restrictions. Such agreement and consent shall be effectual to alter, or modify such covenants and restrictions as to such premises, without the knowledge or consent of any other owners of any other lots in the Tract.

16. The foregoing restrictions contained in paragraphs 1, 2 and 12 shall expire and become ipso facto null and void on January 1st, 1936, and all other covenants and restrictions herein contained shall terminate and be of no effect after March 1st, 1976.

17. The breach of any of the foregoing conditions and covenants shall cause said premises, together with the appurtenances thereto belonging, to be forfeited to and revert to the Grantor, his successors and assigns, each of whom shall have the right to immediate entry upon said premises in the event of such breach. But the breach of any of the foregoing conditions or covenants, or any re-entry by reason of such breach shall not defeat nor affect the lien of any mortgage or deed of trust made in good faith for value, upon said land; Provided, however, that the breach of any of said conditions may be enjoined, abated, or remedied by appropriate proceedings, notwithstanding the lien or existence of such trust deed or mortgage; but nevertheless, each and all of the foregoing conditions and covenants shall remain at all times in full force and effect as against and shall be binding upon, and shall be part of the estate acquired by any one, and the successors and assigns of any one acquiring title under or through any such deed of trust or mortgage, and a forfeiture and re-entry may be enforced following any breach by them or any of them.