

DECLARATION OF RESTRICTIONS

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DECLARATION made this _____ day of _____, 1959, by THE MORELAND COMPANY, a California corporation,

WITNESSETH:

WHEREAS, Declarant is the owner of the real property referred to in Article I hereof ("said property" herein) and

WHEREAS, Declarant has established a general plan for the development of said property and the lots therein, and desires to secure the harmonious and uniform improvement of said property and said lots in accordance with said plan;

NOW, THEREFORE, Declarant hereby declares that said property, and each and every lot or parcel therein, is and shall be owned, occupied, and conveyed subject to the following covenants and restrictions, as a part of and pursuant to a common plan for the development of said property. Said covenants and restrictions shall run with the land and shall bind and be a charge upon all of said property and each several lot or parcel therein, for the benefit of each such lot or parcel and for the mutual benefit of Declarant and the owner or owners of any lot or parcel of said property, and their heirs, successors, administrators and assigns.

ARTICLE I.

PROPERTY SUBJECT OF THIS DECLARATION

1.01 The real property subject hereto is situated in Ventura County, California and is more particularly described in Schedule A which is attached hereto and made a part hereof by this reference.

ARTICLE II.

DEFINITION OF TERMS

2.01 Wherever used in this Declaration, the following terms shall have the following meanings:

"The Association" means Lynn Ranch Property Owners Association, or such other association as may become the assignee of any of Declarant's rights or powers pursuant to Section 11.02 of Section 11.01 hereof.

"Declarant" means The Moreland Company and its successors or assigns, including

the association or any other assignee of any of Declarants's rights or powers hereunder as provided for in Article XI hereof.

"Said Property" means all of the real property subject hereto, described in Schedule A.

"Restrictions" means the covenants and restrictions contained herein.

"Lot" means one of the parcels within said property designated by numbers on the map or maps referred to in Schedule A.

"Structure" means any thing or device (other than trees or shrubbery not planted in a hedge) the placement of which upon any lot might affect the architectural appearance of such lot, including by way of illustrations and not limitation, any building, garage, porch, shed, greenhouse or lathhouse, coop or cage, covered patio, swimming pool fence, wall or hedge more than three (3) feet in height, signboard, or any temporary or permanent living quarters including any house trailer. "Structure" shall also mean any excavation or fill, the volume of which exceeds five cubic yards; or any excavation, fill, ditch, diversion dam, or other thing or device which affects or alters the natural flow of surface waters upon or across any lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel upon or across any lot.

"Owner" means (as applied to the owner of any lot) any person having any estate therein.

"Person" means artificial persons as well as natural persons, and includes the plural.

"Street" means any street, highway or other thoroughfare shown on the map or maps referred to in Schedule A, whether designated thereon as street, boulevard, place, drive, road, terrace, way, lane, circle, or otherwise.

"Setback line" means a line upon a lot lying parallel to a boundary line of such lot or to a street which touch such lot.

"Setback area" means that portion of a lot which lies between a street, side line or rear line of such lot (as the case may be) and the setback line parallel thereto.

"Front setback" means the distance between the street on which a lot fronts and the setback line parallel thereto, such distance being set forth with respect to each lot in Schedule B attached hereto and made a part hereof by this reference. Front setback shall be measured from the boundary of the easement or right-of-way for such street, without regard to width of pavement or placement of sidewalks or curbs. In the event a lot is bounded by more than one street, the street on which such lot "fronts" shall be the street designated in Schedule B.

"Side street setback" means the distance between a side street and the setback line parallel thereto, as set forth and designated in Schedule B.

"Side setback" means the distance between a boundary line of a lot which ends at a street and the setback line parallel thereto, as set forth in Schedule B.

"Rear setback" means the distance between a boundary line of a lot (not adjacent to a street) and the setback line parallel thereto, as set forth in Schedule B.

ARTICLE III.

DURATION AND MODIFICATION OF RESTRICTIONS

3.01 These restrictions shall remain in full force and effect until January 1, 1989, and thereafter shall, as then in force be continued automatically and without further notice without limitation unless and until terminated by the recording in the Office of the County Recorder of Ventura County of a written agreement of termination executed by the then record owners (not including encumbrances) of a majority of the lots subject thereto.

3.02 At any time after January 1, 1989, these restrictions may be modified in any particular by the recording in the Office of the County Recorder of Ventura County of an agreement of modification executed by the then record owners (not including encumbrances) of a majority of the lots subject thereto, and as so modified shall continue as above provided.

ARTICLE IV.

USE OF PROPERTY

4.01 No lot shall be used for any purpose other than residence purposes; nor shall any lot be used for residence purposes by more than one family at any one time; provided, however, that the housing of guests or domestic servants upon a lot in conjunction with the use thereof by a single family shall not be deemed a violation of this provision.

4.02 No livestock, poultry or other animals, other than domestic dogs and cats, shall be kept on any lot and no stable, hutch barn, or coop shall be placed or maintained upon any lot, except as provided in Section 4.08 hereof. Domestic dogs and cats shall not be bred or raised for commercial purposes on any lot.

4.03 No lot shall be used for the purpose of boring, mining, quarrying, exploring for, or removing water, oil, or other hydrocarbons, minerals, gravel, or earth. No machinery shall be placed, operated, or maintained upon any lot except such machinery as is usual and customary in connection with the maintenance of a private residence. The provisions of this Section 4.03 shall not apply to the drilling or operation of water wells, with the written approval of the Declarant, by a mutual water company serving a majority of the lots.

4.04 No lot or building upon any lot shall be used for the conduct of any business or commercial activity of any kind or nature whatsoever or for the conduct of any real estate business, whether as a "model home" or as an office, or otherwise; provided, however, that the Declarant may, from time to time, erect and maintain upon said property such model homes or real estate offices of its operations for the development, subdivision, and sale of said property. No noxious or offensive trade or activity shall be carried on upon any lot nor shall any act be done or condition maintained thereon which may be or become an annoyance or nuisance to the neighborhood.

4.05 No sign or other advertising device of any nature whatsoever shall be placed or maintained upon any lot or upon any other portion of said property, except that Declarant may erect and maintain upon said property such signs and other advertising devices as it deems necessary in connection with the conduct of its operations for the development, subdivision, and sale of said property.

4.06 No lumber, metals, bulk materials, refuse, or trash shall be kept, stored, or allowed to accumulate on any lot, except that lumber and other building materials may be kept thereon during the course of construction of an approved structure for immediate use in such work of construction.

4.07 No temporary building, trailer, garage, building in the course of construction, or other structure (other than a completed building or buildings, the design and construction of which has been approved by Declarant in the manner hereafter provided) shall be used, temporarily or permanently, as a residence on any lot.

4.08 No horse may be kept upon any lot, except that one or more horses may be kept upon a lot if and so long as a written permit for the keeping of such horses upon such lot shall have been issued by Declarant and such permit shall be then in effect and unrevoked. Such permits shall be issued, withheld, or revoked by Declarant upon consideration of the character of the neighborhood in and the size of the lot upon which such horse or horses are proposed to be kept, the effect of such keeping upon adjacent lots, and other reasonable considerations, as determined by Declarant in its sole judgment and discretion, and Declarant may refuse to issue a permit with respect to any lot, or may revoke a permit with respect to a lot as to which a permit or permits have formerly been issued, for any reason or revocation. Stables for the shelter of such horses may be erected and maintained upon any lot, provided that the construction and maintenance of such stables shall be subject to all the provisions of Article V hereof, and subject further to such requirements and conditions for the maintenance of such stables as may be imposed by Declarant, in its discretion, with respect to

- (a) screenings of openings and doors;
- (b) construction and drainage of floors;

- (c) sewage and manure disposal and plumbing for sanitary purposes;
- (d) other sanitary provisions for the purpose of preventing flies and offensive odors. Nothing in this section

4.08 And no permit issued hereunder shall authorize the breeding of horses for commercial purposes, the conduct of any riding stable or academy, or the conduct of any other commercial activity with respect to any horse or horses permitted upon any lot.

4.09 No cesspool, septic tank, or other sewage disposal system or device shall be installed, maintained or used upon any lot without the approval of the Health department of Ventura County, California.

4.10 No water pipe, gas pipe, sewer pipe, or drainage pipe shall be installed or maintained on any lot above the surface of the ground, or otherwise than buried at least six inches beneath the ground surface, except hoses and movable pipes used for irrigation purposes.

4.11 No clothing or other household fabrics shall be hung out to dry upon any lot unless the same are enclosed by a fence or other enclosure at least six inches higher than such hanging articles.

ARTICLE V.

DESIGN AND CONSTRUCTION OF BUILDINGS AND IMPROVEMENTS

5.01 No structure may be erected or maintained on any lot except one single family dwelling house designed for occupancy by not more than one family, together with no more than three detached out-buildings for use as garages, servants' quarters, or guest houses in conjunction with said family dwelling house, and such other structures as may be appropriate to the improvement and landscaping of said lot for the purpose of its occupation as a residence by a single family. Each such out-building shall conform in appearance with said dwelling house, and no such out-building or other structure may be erected prior to the erection of such dwelling house. No such house or out-building shall exceed one story in height without the express approval of Declarant given as provided in Section 5.03 or this Article V.

5.02 No such dwelling shall be erected or maintained upon any lot if such dwelling has an interior living floor area (exclusive of accessory buildings, easements, garages, and uncovered porches or patios) less than the minimum living floor area set forth after the number of such lot upon Schedule B hereto attached.

5.03 No structure shall be erected, placed, moved onto, or permitted to remain upon any lot, nor shall any existing structure upon any lot be altered in any way which materially changes the exterior appearance thereof, unless complete plans therefor, including the

exterior color scheme and a plot plan of the location thereof with reference to said lot and with reference to structures upon adjoining lots, and a grading plan for said lot, shall have been submitted to and approved in writing by Declarant. No such swelling house or other roofed structure on any lot shall be roofed with any material other than shakes, cedar shingle or rock surface material having a minimum size of one-half inch. Approval of said plans and specifications may be withheld because of failure to comply with any of these restrictions, or because said plans fail to include such information as may be reasonably requested by Declarant, or because of reasonable objection to the design and appearance of the proposed structure, or its failure to conform with existing structures upon other lots, or because the location, grading plan, color scheme, finish, design, proportions, style of architecture, height, or appropriateness of the proposed structure is disapproved, or because of any other matter which, in the judgment of Declarant, would render the proposed structure inharmonious with the general plan of improvement of said property or with other structures located on lots in the vicinity of the lot on which said building or structure is proposed to be placed or maintained. Upon approval by Declarant of plans for construction or alteration of any structure, a copy of such plans as so approved shall be deposited for permanent record with Declarant, and a copy of such plans bearing the written approval of Declarant shall be returned to the owner of the lot upon which such structure is or will be placed.

5.04 Declarant may promulgate rules governing the form and content to be submitted for its approval, and may issue statements of its policy with respect to approval or disapproval of architectural styles or details or other matters, which may be presented to it for approval. Such rules and such statements of policy may be amended or revoked by Declarant at any time, and no inclusion in, omission from, or amendment of any such rule or statement shall be deemed to bind Declarant as to its approval or disapproval of any feature or matter subject to its approval, or to waive the exercise of Declarant's discretion as to any such matter. Approval for use on any lot of any plans or specifications shall not be deemed a waiver of Declarant's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for approval for use on any other lot or lots.

5.05 If any structure shall be altered, erected, placed or maintained upon any lot otherwise than in accordance with plans and specifications approved by Declarant pursuant to the provisions of this Article V, such alteration, erection and maintenance shall be deemed to have been undertaken in violation of this Article V and without the approval required herein. Any approved work of construction or alteration shall be prosecuted diligently to completion in accordance with the plans so approved, and completed within twelve months after the date of such approval. Failure to so complete such work shall cause such approval to automatically withdrawn, unless Declarant extends such approval for a period of not to exceed six additional months. After such automatic withdrawal of approval, the structure being constructed or altered shall not then or thereafter be occupied, or permitted to remain on any lot for a period longer than three months.

5.06 Upon completion of the construction or alteration of any structure in accordance with plans approved by Declarant, Declarant shall, upon written request of the owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure and the lot on which such structure is placed, and stating that the plans and location of such structure have been approved and that such structure complies therewith. Recording of such certificate shall be at the expense of such owner. Any certificate of compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated, and as to any purchases or encumbrances in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all structures on the lot described therein comply with all the requirements of this Article, and will all other requirements of this Declaration as to which Declarant exercised any discretionary or interpretive powers.

5.07 Declarant may charge and collect a fee of not more than \$25,00 for the examination of any plans and specifications submitted for approval pursuant to this Article V, payable at the time such plans and specifications are so submitted. The amount of such fee shall not exceed the cost to Declarant of making such examination, including the cost of any architect's or engineer's fees incurred by Declarant in connection therewith.

5.08 Any agent of Declarant may, at any reasonable time or times, enter upon and inspect any lot for the purpose of ascertaining whether the maintenance of such lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof; and neither Declarant nor such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VI.

SETBACKS

6.01 No structure shall be located within any setback area, nor shall any portion of a structure, except the eaves thereof to the extent of not more than 36 inches, be located over any setback area; provided, however that with the approval of Declarant given as in Article V above provided, structures other than the principal dwelling house upon a lot may be located within setback areas upon such lot at such locations as may be specified by such approval. Such approval shall, upon the written request of the owner of such lot, be evidenced by a certificate of compliance as provided for in Section 5.06 hereof.

ARTICLE VIII.

ASSESSMENTS FOR UPKEEP AND OTHER PURPOSES

8.01 Each lot shall be subject to an annual assessment to be fixed by and paid to Declarant, for the purpose of constructing and maintaining roads, streets, and other improvements for the benefit of all the lots in said property, as more particularly set forth below.

8.02 Such annual assessments shall be fixed as to the respective lots in proportion to their respective areas set forth in Exhibit B hereto. The amount of such annual assessments shall not exceed \$2.50 per one thousand (1,000) square feet of area, and shall be fixed at a uniform rate as to all the lots in said property.

8.03 Such annual assessments shall be fixed by Declarant (subject to the forgoing limitations) (on or prior to April 1 in each calendar year, and shall be due and payable on May 1 of such calendar year, the first such assessments being payable May 1, 1960. Each such assessment shall become delinquent on June 1 of the year in which it was fixed, and if not theretofore paid shall thereafter bear interest at the rate of 6% per annum, and the aggregate amount of such assessment, with interest as aforesaid, shall constitute a lien on the lot with respect to which it was fixed from and after the date that a notice of delinquency (as provided for in Section 8.04 hereof) is filed for record. Said lien may be enforced by Declarant in the manner provided by law with respect to a mortgage or other lien on real property; and the owner of said lot shall pay all costs and expenses of foreclosure or other enforcement, including reasonable attorney's fees, all of which costs, expenses and fees shall likewise be secured by said lien.

8.04 Declarant may file for record with the County Recorder of Ventura County, at any time within 120 days after delinquency, a notice of delinquency with respect to any lot, setting forth the amount of any assessments, together with interest as aforesaid, which have become delinquent and remain unpaid with respect to such lot. Upon payment in full of such assessments, interest, and costs of collection thereof (if any) and costs incident to the filing of said notice of delinquency, including reasonable attorney's fees, Declarant shall execute and file for record a release of the lien securing payment of the same.

8.05 The owner or owners of each lot shall be personally obligated to pay the assessments with respect to such lot which become payable during the time that such owner or owners retain the ownership of such lot, and, by acceptance of a deed or other conveyance of such lot, such owner or owners shall covenant for themselves, their heirs, successors and assigns to personally pay such assessments when due. The obligation to pay such assessments shall run with the land and bind successive owners of each lot so that such owners shall, in turn, become personally obligated to pay such assessments as may be payable with respect thereto during their ownership thereof.

8.06 The proceeds received by Declarant from such assessments, after deducting the costs of collection thereof, if any, shall be applied by Declarant to defray the cost of any or all of the following:

- (a) Improving or maintaining streets, roads and public ways within or giving access to said property, for the common use and benefit of each and every lot and parcel therein and the owners thereof, insofar as such improvement or maintenance is not adequately provided for by municipal authority; and

(b) Acquiring land for parks, playgrounds, tennis course, swimming pools, and a site for a community clubhouse, and constructing, improving and maintaining on said property or on adjacent property such parks, playgrounds, tennis courts, swimming pools and community clubhouse' and erecting, improving or maintaining other structures, planted areas and community facilities (including planted areas within the lines of streets, all for the general use of the owners of lots within said property and for the benefit of each such lot; and

(c) Cleaning and lighting and otherwise maintaining streets within said property, collecting rubbish, garbage and the like from said property, providing community policy protection and fire protection for said property (until such time as such protection is adequately provided by municipal authority), and removing grass, weeds and rubbish from any vacant lot on said property, and doing such other things as may be necessary or desirable to keep said property and the streets and lots therein neat and in good order, all for the benefit of each of the lots within said property and the owners thereof; and

(d) Paying taxes, assessments and other governmental charges, if any, levied or imposed upon any of the improvements described in the preceding subparagraphs of this section or upon any land or other property held or acquired for the general use or common benefit of all such lots and the owners thereof, including any special assessments levied against such lands, improvements, or the streets within said property; and

(e) The expenses, if any incident to the enforcement of the provisions of this Declaration or the doing of any act contemplated hereunder by Declarant, for the benefit of all such lots and the owners thereof, including the costs and expenses of inspecting and approving plans as provided in Article V hereof; and

(f) Office expenses, franchise taxes, licenses, salaries and wages, and all other expenses and costs of carrying out the rights and powers of the Association (as such rights and powers may be specified in this Declaration or in the Articles of Incorporation or By-Laws of the Association), when and after the rights or powers of Declarant hereunder (or any of them) shall have been assigned to the Association as herein provided; subject however, to the limitation contained in Section 7.07 hereof.

8.07 Nothing in the foregoing Section 8.06 shall be construed to authorize or permit the expenditure of any funds obtained from the assessments provided for in this Article VIII other than for such purposes as are mutually beneficial to all the lots in said property and the owners thereof; and the Declarant covenants for itself, its successors and assigned that such funds shall be applied to such mutually beneficial purposes and to no other purpose. In th4e event that any one or more of the purposes for which the expenditure of such funds

is contemplated by the provisions of Section 8.06 hereof shall be declared or held to be an improper purpose for the expenditure of such funds, the assessment, collection and expenditure of such funds for any of the other purposes herein contemplated shall not thereby be affected or rendered invalid.

ARTICLE IX.

CONSTRUCTION OF THESE RESTRICTIONS

9.01 If any discrepancy, conflict, or ambiguity is found to exist concerning the designation in Schedule B hereof of certain setback lines and setback areas or concerning the application of such designations to the provisions of Articles II and VI hereof, such ambiguity, conflict or discrepancy shall be resolved and determined by Declarant in its sole discretion. Such determination shall be made upon consideration of the appearance and placement of structure upon lots adjacent to the lot or lots with respect to which such determination is to be made, and such determination shall be made for the purpose of securing the uniform and harmonious appearance and placement of buildings and other improvements upon the lots.

9.02 In construing this Declaration, or any part thereof, stipulations which are or may be necessary to make this Declaration reasonable in any respect are to be implied.

9.03 The determination by any court that any provision of this Declaration is unlawful, void, or unenforceable in whole or in part shall not affect the validity of any other provision hereof; and no such determination that any provision hereof is inapplicable or unenforceable as to any particular lot or lots shall affect the applicability or enforceability of said provision or any other provision hereof to any other lot or lots.

9.04 Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof. Declarant and such persons as from time to time may be the owners of the lots contemplate the specific enforcement of these restrictions as part of a general plan for the improvement and use of said property, and do not contemplate recovery of damages in lieu of such enforcement for any breach or violation of any of these restrictions.

9.05 These restrictions shall not be construed as conditions subsequent, and no provision hereof nor any provision in any deed referring hereto shall be deemed to vest in Declarant or any other person any reversionary right or right of entry with respect to any lot. Any such reversion or right of entry is hereby expressly waived by Declarant.

9.06 The headings of the articles herein are for convenience only and shall not affect the meaning or interpretation of the contents thereof.

ARTICLE X.

VIOLATION OF RESTRICTIONS: ENFORCEMENT

10.01 Upon any violation or breach of any of these restrictions, Declarant may enter any lot upon or as to which such violation exists, and may summarily abate and remove, at the expense of the owner of such lot, any thing or condition that may be or exist thereon contrary to the provisions hereof. Declarant shall not thereby be deemed to have trespassed upon such lot and shall be subject to no liability to the owner or occupant of such lot for such entry, abatement or removal.

10.02 Violation of any of these restrictions may be enjoined, abated, restrained or otherwise remedied by appropriate legal or equitable proceedings. Proceedings to restrain violation of these restrictions may be brought at any time that such violation appears reasonably likely to occur in the future. In the event of proceedings brought by any party or parties to enforce or restrain violation of any of these restrictions, or to determine the rights or duties of any person hereunder, the prevailing party in such proceedings may recover a reasonable attorney's fee to be fixed by the court, in addition to court costs and any other relief awarded by the court in such proceedings.

10.03 The covenants and restrictions contained in this Declaration shall bind and insure to the benefit of and be enforceable by Declarant and the owner or owners of any lot or parcel of said property, and the respective heirs, successors and assigns of said property, and the respective heirs, successors and assigns of each. The failure of Declarant, or of any lot owner, or of any other person entitled to enforce any of these restrictions, to enforce the same shall in no event be deemed a waiver of the right of such person or of any other person entitled to enforce these restrictions to enforce the same thereafter.

10.04 Waiver or attempted waiver of any of these restrictions with respect to any lot shall not be deemed a waiver thereof as to any other lot, nor shall the violation of any of these restrictions upon any lot or lots affect the applicability or enforceability of these restrictions with respect to any other lot.

ARTICLE XI.

TRANSFER OF DECLARANT'S RIGHTS AND POWERS HEREUNDER

11.01 Declarant's rights hereunder and its powers of approval and enforcement together with any other rights or powers of Declarant with respect to said property arising out of or in connection with this Declaration may be exercised by Declarant, so long as its corporate existence continues, by its Board of Directors or by any committee or representative duly authorized to exercise such rights and powers by resolution of Declarant's Board of Directors. Upon termination of Declarant's corporate existence, in the event such rights and powers have not theretofore been assigned by Declarant as hereinafter provided, said rights and powers shall then and thereafter vest in and be exercisable by Edwin Janss, Jr. , William C. Janss, and Victor H. Palmieri, or the survivor or survivors of them. Such rights and powers may be exercised by or upon the written consent of any two of said individuals,

or if only one shall then be living, by such surviving individual, or by any committee or representative authorized to exercise such rights and powers by the written consent of any two of said individuals, or if only one shall then be living, by such surviving individual. If any of said individuals shall lack the capacity to act or be absent from the State of California for more than 60 days, the remaining individual shall be deemed "survivors" for the purpose of this Section 11.01 so long as such incapacity or absence continues. In the event of the death, incapacity or absence continues. In the event of the death, incapacity or absence of all said individuals, such rights and powers shall automatically pass to and vest irrevocably in the Association (if it exists) or otherwise in such other community association to which such rights and powers might have been assigned pursuant to Section 11.02 hereof, if such community association then exists; otherwise such rights and powers shall cease and determine.

11.02 Declarant may assign any one or more, or all, of such rights and powers to the Association (if it then exists) or otherwise to any non-profit community association or property owners' association, the members of which include (at the time of such assignment) the owners of more than one-half the lots in said property, for the benefit of all the lots in said property.

11.03 Such rights and powers may be assigned by Declarant to any corporation owning all of the outstanding stock of Declarant, and may again be assigned by such corporation to any corporation wholly owned by or wholly owning such corporation.

11.04 Any such assignment shall be evidenced by an amendment to this Declaration setting forth the fact of such assignment, which shall be filed for record in the Office of the County Recorder of Ventura County, California.

11.05 In the event that such rights and powers shall become exercisable by the three individuals named in Section 11.01 above, said individuals may assign such rights and powers to any corporation or community association to which Declarant might have assigned such rights and powers had its corporate existence continued until the date of such assignment. Said three individuals may make such assignment in the same manner as set forth in Section 11.01 for the exercise of other powers by said individuals.

11.06 Nothing in this Article XI shall be deemed to affect or limit the rights of the several owners, from time to time, of the lots in said property to enforce these restrictions.

ARTICLE XII.

RESUBDIVISION OR COMBINATION OF LOTS

12.01 In the event two or more contiguous lots are held in common ownership, such lots may, for the purposes of these restrictions, be treated as one entire lot, provided that the owner thereof shall file with Declarant a written statement declaring his intention to treat such contiguous lots as one lot; any severance of the ownership of such contiguous lots

shall thereafter be subject to the provisions of Section 12.02 hereof.

12.02 In the event that a portion of a lot or of two or more contiguous lots is severed in ownership from the remainder of such lot or contiguous lots, such portion so severed, and the remaining portion of such lot or contiguous lots, shall each thereafter be treated for all purposes hereunder as lots, for the express purpose of imposing upon and subjecting each of such newly-formed lots to all of these restrictions applicable to original lots, including the restrictions respecting setback lines and setback areas. No structure may be placed or altered on any such newly-formed lot unless and until the size and street frontage of each such newly formed lot (in addition to the plans for such structure) shall have been approved in writing by Declarant, setbacks for such newly-formed lots have been designated by Declarant, and a certificate of compliance approving the severance of such newly-formed lots and designating such setbacks shall have been executed by Declarant in the manner provided in Section 5.06 hereof. Declarant may withhold such approval if, in its sole discretion, it determines that the area, shape or street frontage of any such newly-formed lot is not in keeping with the character of the improvements upon, and the areas and frontages of, other lots in said property, or if either or any of such newly-formed lots is smaller in area than 22,000 square feet or has a street frontage of less than 100 feet.

ARTICLE XIII.

GOOD FAITH LENDERS CLAUSE

13.01 No violation of any of these restrictions shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any portion of said property' provided, however, that any purchaser at any trustees', mortgagees' or foreclosure sale shall be bound by and subject to these restrictions as fully as any other owner of any portion of said property.

ARTICLE XIV.

GRANTEE'S COVENANT

14.01 Each grantee accepting a deed or other conveyance which incorporates or refers to these restrictions, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by these restrictions and to incorporate these restrictions by reference in any deed or other conveyance of all or any portion of his interest in any real property subject hereto.

WITNESS the due execution hereof as of the date first above written.

THE MORELAND COMPANY

By VICTOR H. PALMIERI, President

And R. G. Dallman, Secretary

SCHEDULE "B"

This Schedule is the Schedule "B" referred to in the foregoing and annexed DECLARATION OF RESTRICTIONS, and is made a part thereof as therein provided.

The words or figures in the respective columns of the table set forth below have the following meanings:

Column (a) Principal Street on which Building Site Fronts

Column (b) Setbacks (Number of Feet)

1. Front
2. Side Street
3. Side
4. Rear

Column (c) Lot Area (Thousands of Square Feet)

Column (d) Minimum Interior Living Floor Area
(Number of Square Feet)

Lot Number	(a) Street	(b) Setbacks				(c) Lot Area	(d) Min. Int. Liv. Area
		(1)	(2)	(3)	(4)		
1	Camino Dos Rios	35	-	12	25	27	1600
2	do	35	-	10	25	20	1600
3	Calle Las Trancas	25	20	10	25	21	1600
4	do	25	-	10	25	22	1600
5	do	25	-	10	25	22	1600
6	do	25	-	20	25	22	1600
7	do	25	-	10	25	22	1600
8	do	25	-	10	25	22	1600
9	do	25	-	10	25	22	1600
10	do	25	-	10	25	22	1600
11	do	25	-N	15	25	20	1600
			S	10			
12	do	25	-	10	25	20	1600

13	do	25	-	10	25	20	1600
14	do	25	-	10	25	20	1600
15	do	25	-	10	25	20	1600
16	do	25	-	10	25	20	1600
17	do	25	-	10	25	20	1600
18	do	25	20	10	25	21	1600
19	Camino Flores	35	20	9	25	20	1600
20	do	35	-	10	25	20	1600
21	do	35	-	10	25	20	1600
22	do	35	-	10	25	20	1600
23	do	35	-	10	25	20	1600
24	do	35	-	10	25	20	1600
25	do	35	-	10	25	20	1600
26	do	35	-	10	25	20	1600
27	do	35	-	10	25	20	1600
28	do	35	-	10	25	20	1600
29	do	35	-	10	25	20	1600
30	do	35	-	10	25	20	1600
31	do	35	20	9	25	20	1600
32	Camino Las Conchas	35	-	10	25	31	1600
33	do	35	-	15	25	35	1600
34	do	25	-	15	25	30	1600
35	do	35	-	9	25	23	1600
36	do	35	-	15	25	22	1600
37	Camino Flores	35	20	9	25	21	1600
38	do	35	-	10	25	20	1600
39	do	35	20	10	25	22	1600
40	Camino Dos Rios	35	-	9	25	21	1600
41	do	35	-	10	25	20	1600
42	do	35	-	10	25	22	1600
43	Calle Yucca	35	20	9	25	23	1600
44	do	35	-	10	25	20	1600
45	do	35	-	10	25	20	1600
46	do	35	-	10	25	20	1600

47	do	35	-	10	25	20	1600
48	do	35	-	10	25	20	1600
49	do	35	-	10	25	20	1600
50	do	35	-	10	25	20	1600
51	do	35	-	10	25	20	1600
52	do	35	20	9	25	20	1600
53	do	35	20	9	25	20	1600
54	do	35	-	10	25	20	1600
55	do	25	20	10	25	47	1600
56	do	35	20	11	25	25	1600
57	do	35	-N	10	25	25	1600
			S	20			
58	Morelia Court	25	25	12	25	20	1600
59	do	25	-	15	25	23	1600
60	do	25	-	15	25	39	1600
61	do	20	-	15	25	27	1600
62	Calle Yucca	25	20	10	25	21	1600
63	do	25	25	10	25	25	1600
64	Camino Dos Rios	25	-	10	25	32	1600
65	do	35	-	10	25	25	1600
66	do	35	-	9	25	20	1600
67	do	35	20	9	25	20	1600
68	do	35	20	9	25	20	1600
69	do	35	-E	10	25	21	1600
			W	15			
70	do	35	-E	15	25	21	1600
			W	10			
71	do	35	-	10	25	20	1600
72	do	35	-	12	25	20	1600
73	do	35	-	15	25	22	1600
74	do	25	-	15	25	25	1600
75	Camino Dos Rios	25	-	11	25	24	1600

Friday, 09 May 2003