

CC&Rs for Tracts 14122, 14944 and 15905; CC&Rs for Tract 16210

DECLARATION OF RESTRICTIONS FOR TRACTS 14122, 14944 and 15905

The Conditions, Covenants and Restrictions for these three Tracts are essentially identical. Such differences as exist are noted in the text where they occur. The affirmation and signatures of the property owners legitimizing these Covenants, Conditions and Restrictions have been omitted, as they are inconsequential in conveying required actions for conformance. -jj

MUTUAL HOUSING ASSOCIATION, INC., a California corporation hereinafter referred to as "the Corporation", hereby declares:

1. That it is the owner of the following property, to wit:

Lots 1 to 197, inclusive, of Tract 14944 In the City of Los Angeles., County of Los Angeles, State of California, as per map recorded in Book #346 Pages 39-45 of Maps, in the office of the County recorder of said County.

EXCEPTING AND RESERVING from said realty an easement over, along, across and through such portions of said realty as may be necessary for the erection, maintenance, construction, operation of any and all public utilities, pipes for conveyance of gas and lines and poles with the necessary cross arms for the transmission of electrical energy and telephones.

Subject to any and all existing easements as shown and dedicated on the map of said Tract 14944, For Tract 14122, Lots 1 to 43 inclusive; Book #395, pages 11-14 of Maps and for easements, see the map of tract 14122. For Tract 15905, Lots 1 to 84 inclusive Book # and pages are not specified. -jj

2. That in the sale and conveyance of said lots and each of them, the grant thereof shall be made subject to the provisions, reservations, restrictions and covenants herein contained, which are hereinafter referred to as "conditions." And said, conditions shall be referred to in each of such deeds as follows:

"Provided, however, that this conveyance is made and accepted and said realty is hereby granted upon and subject to the provisions, reservations, restrictions, covenants, conditions and easement now of record, and upon and subject to those certain express provisions, restrictions, reservations and covenants and conditions contained in that certain Declaration of restrictions dated .May 24, 1949, executed by Mutual Housing Association Inc. and recorded in Book _____ Page_____ of the Official Records of the County of Los Angeles, State of California which by this reference thereto hereby are incorporated herein and made a part hereof for all purposes as fully as though here set forth at length.

Said restrictions constitute a mutual plan for the development and maintenance of said Tract and may be enforced by Mutual Housing Association, Inc., or by any lot owner as provided in said Declaration." "Said Tract" as used herein shall be construed to mean Lots 1 to 197, inclusive, in said Tract No. 14944.

See note above

Said conditions are imposed upon said realty as an obligation or charge against the same for the benefit of each and every other lot in said Tract, and the owner or owners thereof, and with the right of enforcement of said conditions and each of them vested in the Corporation and in the owner or owners of any one or more of said lots as above defined.

Said conditions are as follows:

1. That the lots in said Tract shall be used only for private residence purposes.
2. That only one private one-family residence, together with the customary outbuildings, including a private garage (which may be incorporated in the main residence); shall be erected or maintained on any parcel of said Tract.
3. That any residence building erected or maintained on any lot in said Tract shall contain not less than 775 square feet of floor area. For the purpose of computing this minimum required floor area it shall be deemed to include the total area of the residence proper, measurement to be taken for this purpose from the outer faces of exterior walls, excluding the area of basements, cellars, open porches, open patios and garages, whether: said garages are separate structures or are included in and made an integral part of the residence.
4. No building shall be located nearer than (10) feet to any side street line. No building, except a detached garage or other outbuilding, shall be located nearer than (5) feet to any side lot line. No residential structure shall be erected or placed on any building plot, which plot has an area of less than (6000) square feet or a width of less than (50) feet at the front of the building*
5. That all structures in said Tract shall be constructed entirely of new materials; no building or structure of any kind or any part thereof erected elsewhere shall be brought, moved, placed or erected anywhere on said Tract, excepting only temporary construction buildings which might be required for construction on said Tract.
6. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot 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 A. Quincy Jones., Edgardo Contini and Julius Title, or by a representative designated by a majority of the members of said committee; nor shall any exterior change or modification, including the changing of colors, be made after the completion of said building or structure until such change or modification has been approved in writing by said committee or said representative of the committee.

In the event of 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 a 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 has 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 powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1975. 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 this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

7. No animals shall be permitted to be kept or maintained on such lots except those customarily considered to be household pets and then only in such quantities as shall not be considered an annoyance or nuisance to the neighborhood.

8. That no noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. That no trailer, basement, tent, shack, garage, barn or other outbuilding erected in said Tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

10. That no oil or gas well shall ever be drilled on any lot in said Tract and no oil derrick, machinery or appliance for such drilling, or for exploring or exploiting said realty for oil, gas or hydro-carbon substances, ever shall be built, erected, constructed or maintained thereon, nor shall any oil, gas or hydro-carbon substances nor any of the by-products thereof ever be produced in, on or upon or extracted from said Tract.

11. That no part of any lot in said Tract shall ever be, at any time, used or occupied by any person not of the White or Caucasian race, excepting such as are actually employed as servants or employees upon such lot by the owners or tenants thereof actually residing thereon.

This condition has been eliminated in the CC&Rs for Tracts 14122 and 15905 but still remains in the CC&Rs for Tract 14944. Because of State and Federal anti-discrimination legislation, it is null and void and, of course, not enforced. How a condition so antithetical to the ideology of the founders of Mutual Housing found its way into the CC&Rs at all, is commented upon in "Ray's Reminiscence" q.v. -jj

12. That no fence, hedge or wall on said Tract shall be built, placed, planted or maintained thereon without the prior written consent and approval of the Corporation, nor shall any trees or shrubs be maintained in excess of six (6) feet in height without the prior written consent and approval of the Corporation.

13. That after the commencement of any building, outbuilding, private garage, structure or wall permitted hereby to be constructed, the same shall be prosecuted to completion with reasonable diligence,

14. Except as otherwise provided hereinafter, only those persons who are members in good standing of the Corporation shall own lots in said Tract,

(A) In the event that a member's interest in a home and lot within said Tract is endangered by reason of delinquent taxes, assessments, past due payments upon a mortgage or trust deed, lien or otherwise, said Corporation may elect, but shall not be obligated so to do, to make any such payments or payment. Such payments or payment, when made by it, shall thereupon become a lien in favor of said Corporation upon said member's home and lot and shall bear interest at the rate of six (6%) per cent per annum upon the unpaid balance thereof until the whole of such advanced payments are fully repaid to said Corporation.

(B) Except as otherwise provided hereinafter, upon the withdrawal or expulsion of a member of said Corporation or whenever a member proposes to transfer the ownership of any lot in said tract by assignment or sale, either voluntarily or involuntarily, or by reason of foreclosure of any lien or pursuant to Order of a Court of competent jurisdiction and while said Corporation is doing business as a corporate entity and its corporate charter is in good standing and provided it is, at such time, a solvent corporation and no bankruptcy proceeding are pending against it, the Corporation shall have the right and option to pay off any lien thereon and to purchase said home and lot upon the: terms and conditions and for such value as shall be determined in accordance with the procedure hereinafter specified. In lieu of exercising said option, the Corporation shall have the right to designate a buyer of said home and lot. Said buyer shall be required to apply for membership in the Corporation and his application shall be acted upon in accordance with the provisions of the By-laws of the Corporation. In the event of a sale under the terms and provisions of a deed of trust made by a member of the Corporation to secure the performance of an obligation, any purchaser at said sale, and the heirs, legatees, devisees, administrators, executors, successors, and assigns of said purchaser shall not be subject to the covenants, conditions or restrictions of paragraphs 14, 15, and 16 of this Declaration of Restrictions; that is to say, said persons shall not be required to enter into membership in the Corporation, shall in no way be subject to the rules and regulations of the Corporation and the real property so sold shall not be subject to the covenants, conditions and restrictions contained in paragraphs 14, 15, and 16 of this Declaration of Restrictions; provided further, that the covenants, conditions and restrictions to which the land so sold is subject, shall run with the land and shall be binding on said purchaser and all his heirs, legatees, devisees, administrators, executors successors and assigns.

Any deed of trust executed by a member upon any parcel of real property within this Tract is taken subject to the following right of the Corporation.

Upon default by a member in the performance of any obligation the performance of which is secured by a deed of trust upon real property located within this Tract, and upon recordation of a Notice of Default under said deed of Trust, and while said Corporation is doing business as a corporate entity and its corporate charter is in good standing and provided it is, at such time, a solvent corporation and no bankruptcy proceedings are pending against it, the Corporation shall have the right and option to pay the full amount of the promissory note secured

by said deed of trust plus any accrued charges and interest within 90 days after recordation of Notice of Default under said deed of trust and to receive an assignment of all rights of the beneficiary under said deed of trust. Said right of the Corporation shall be exercised by delivery of a written demand for assignment to the trustee under the deed of trust and payment of the total amount due as provided for herein above, all within 90 days after said recordation of Notice of Default.

(C) Upon the death of a member, his interest in his home and lot shall pass to his heirs or devisees in accordance with his will or the laws of succession of the State of California. In the event said heirs or devisees desire to apply for membership in the Corporation, such heirs or devisees must file an application for membership in the Corporation, together with all necessary information as may be required by the Corporation, within ninety (90) days after the death of said member. In the event that such heirs or devisees fail to file said membership application within said ninety (90) day period the Board of Directors of the Corporation, the Corporation or its nominees shall then have the right and option to purchase said home and lot the same as set forth in paragraph 14 (b) hereof.

(D) In the event that the Corporation exercises said option under paragraphs 14 (b) or 11 (c) hereunder, or designates a buyer, the following procedure shall prevail for the purpose of determining the valuation of said member's home and lot, and the valuation so determined shall be conclusive upon such member, his heirs, devisees and assigns:

A board of three licensed appraisers shall be selected as follows: one by the Corporation, one by the member and the third by the previously selected appraisers. Such appraisers shall arrive at their decision as to the valuation of said home and lot upon the basis of a fair market value at the time of such appraisal. If either the Corporation or the member shall refuse or fail to appoint an appraiser, and one party has served written notice upon the delinquent party regarding such party's refusal or failure to make such appointment, then the appraiser appointed as aforesaid shall, at the request of the party appointing him, proceed to appraise said property and his appraisal shall be conclusive upon both parties. All costs of appraisal shall be borne by the member.

From the appraised value as determined hereunder, there shall be deducted any dues, assessments, fines, penalties, or other outstanding obligations due and owing to the Corporation by said member. In addition, said member shall bear all escrow fees and transfer charges.

Anything herein to the contrary notwithstanding, no member who has resided on his lot in said Tract for less than one (1) year prior to the termination of his membership shall receive for his home and lot a sum greater than the actual cost to him of said home and lot.

The Corporation or its nominees shall exercise its option to purchase said home and lot by giving notice in writing to said member or his or her legal representative within fifteen (15) days after the effective date of the withdrawal, expulsion or notice from a member that he desires to sell said home and lot, or in the case of the death of a member, within fifteen (15) days after the expiration of said ninety (90) day period as aforesaid. Usual escrow terms and conditions shall prevail. Said escrow shall be opened within ten (10) days after the exercise of said option by the Corporation or its nominee and shall be closed within a reasonable length of time. Upon the closing of said escrow, the Corporation or its nominee shall be entitled to the possession of the home and lot.

In the event that the Corporation does not exercise its option within said fifteen (15) day period, the member shall have the right to sell to any purchaser he may obtain.

15. In the event that any member of the Corporation desires to rent or lease two or more rooms of his home on said lot or, the whole of said home for occupancy by a non-member or members for a period in excess of three (3) months, an application in writing for permission to do so must first be submitted by said member to the Board of Directors of the Corporation. Said application must be acted upon by the Board of Directors and notice of the Board's decision must be delivered to said member in person or by registered mail within fifteen (15) days after said application is submitted by said members. A majority vote of the membership of said Board present at the meeting at which said application is considered shall determine, whether permission to so lease or rent shall be granted.

16. These conditions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1975, at which time said conditions shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots in said Tract, it is agreed to change said conditions in whole or in part. The condition contained in paragraph 11 runs with the land and shall be perpetual.

See note at paragraph 11.

PROVIDED ALSO, that a breach of any of the foregoing conditions by the owner or owners of any lot in said Tract shall cause said lot to revert to the Corporation, or its successors in interest, who shall have the right immediate re-entry upon said lot in the event of any such breach, and as to the owner or owners of any other lot or lots, or part or parts thereof, in said Tract, the foregoing conditions shall operate as covenants running with the land, and the breach of any such covenant or the continuance of any such breach may be enjoined, abated, or remedied by the Corporation, or its successors in interest, or by any such owner or owners, but by no other person. The term "owner" shall include the bona fide owner or holder of any agreement of sale executed by the Corporation for any of said lots in said Tract.

PROVIDED ALSO, 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, except as otherwise provided in paragraph 14 herein, said covenants or conditions shall be binding upon and effective against any subsequent owner of said property.

PROVIDED ALSO that each member agrees for himself and his assigns that he will not in any way interfere with the natural drainage of water over his lot from adjoining or other lots in said Tract or that he will make adequate provision for proper drainage in the event it is necessary to change the natural flow of water drainage over his lot.

DATED May 24, 1949

CC&Rs: Tract 16210

The affirmation and signatures of the property owners legitimizing these Covenants, Conditions and Restrictions have been omitted, as they are inconsequential in conveying required actions for conformance.

DECLARATION OF RESTRICTIONS FOR TRACT 16210

Said reservations, restrictions, conditions and covenants are as follows:

1. That the Lots in said tract shall be used only for private residence purposes.
2. That only one private one-family residence together with customary outbuildings including a private garage (which may be incorporated in the main residence) shall be erected or maintained on any lot of said Tract. The term "customary outbuildings" shall include a building for servants' quarters or for non-paying guests, without kitchens, to be used and occupied only by servants. and non-paying guests of the family.
3. That any residence building erected or maintained on any lot in said Tract shall contain not less than one thousand two hundred (1200) square feet of floor area. For the purpose of computing this minimum required floor area, it shall be deemed to include the total area of the residence proper, measured from the outer faces of exterior walls, excluding the area of basements cellars, open porches, open patios and garages, whether said garages are separate structures or are included in and made an integral part of the residence; provided however, that such residence building may be less than 1200 square feet in floor area if constructed in accordance with plans and specifications prepared for MUTUAL HOUSING ASSOCIATION, INC., a California Corporation, and adopted heretofore by said MUTUAL HOUSING ASSOCIATION, INC..
4. No building shall be located nearer than five (5) feet to any side street line. No building except a detached garage or other outbuilding, shall be located nearer than five (5) feet to any side lot line, excepting however, that with the specific consent of the architectural Committee, hereinafter mentioned, one sideline set-back may be reduced to not less than three (3) feet provided that the distance between garage and living quarters on the adjacent lot is not less than eight (8) feet and the distance between living quarters on the subject lot and the adjacent lot is not less than ten (10) feet. No residential structure shall be erected or placed on any building plot, which plot has an area of less than six thousand (6,000) square feet or a width of less than fifty (50) feet at the front of the building.

5. That all structures on said Tract shall be constructed entirely of new materials; no building or structure of any kind or any part thereof erected elsewhere shall be brought, moved, placed or erected anywhere on said Tract, excepting only temporary buildings which might be required during construction on said Tract.
6. No building shall be erected, placed or altered on any building plot in said Tract 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, and proposed structures in the Tract, and as to location of the building with respect to topography and finished ground elevation by an Architectural Committee consisting of GERALD B. TANNEN, CHARLES BAUER and Z. L. GULLEDGE, or by a representative designated by a majority of the members of said committee; nor shall any exterior change or modification, including changing of colors, be made after the completion of said building, or structure until such change or modification has been approved in writing by said committee or said representative 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 a representative with like authority. Vacancies on said committee shall be filled by the appointee of the remaining members of said committee, except that if said vacancies are not filled within thirty (30) days after such vacancies are created, then a majority of the lot owners in said Tract may designate and appoint individuals to fill said vacancies. In the event said committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plan, specifications and plot plan 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 has been commenced prior to the completion thereof; such approval will not be required and this Covenant will be deemed to have been complied with. A reasonable fee may be charged to compensate the members of the committee or its designated representative for services performed pursuant to this Covenant.
7. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1976. 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 this Tract and duly recorded appointing a representative or representatives, who shall thereafter, exercise the same powers previously exercised by said committee.
8. No animals shall be permitted to be kept or maintained on such lots, except those customarily considered to be household pets and then only in such quantities as shall not be considered an annoyance or nuisance to the neighborhood.
9. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
10. No trailer, basement, tent, shack, garage, barn, or other outbuildings 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 as a residence.

11. No fence, hedge or wall on said Tract shall be built, placed, planted or maintained thereon without the prior written consent and approval of the Architectural Committee herein before named, nor shall any trees or shrubs be maintained in excess of six (6) feet without the prior written consent and approval of said committee.
12. After the commencement of any building, outbuilding, private garage, structure or wall permitted hereby to be constructed,. The same shall be prosecuted to completion with reasonable diligence.
13. No owner or occupant an any Lot in said Tract shall In any way interfere with the natural drainage over his lot from adjoining or other lots in said Tract and such owner or occupant shall make adequate provision for proper drainage in the event that it is necessary to change the natural flow of water drainage over his lot.
14. A breach of any of the' foregoing conditions by the owner or owners of any lot in said Tract shall cause said lot to revert to GERALD B. TANNEN and STEWART G. COLE or such other person or persons as may be designated by the majority of owners of lots in said Tract, in trust for the benefit of all owners of lots in said Tract except the owners breaching said condition; and said GERALD B. TANNEN and STEWART G. COLE or Successor trustees shall have the right of immediate re-entry upon said lot in the event of any such breach; provided however, 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 should any such mortgage or deed of trust be foreclosed, then the title acquired by such foreclosure and the person or persons who thereupon and thereafter become the owner or owners of said Lot or parcel shall be subject to and be bound by all of the conditions and restrictions set forth herein.
- 15 The foregoing conditions and restrictions shall operate as covenants running with the land, and the breach of any such covenant or condition or the continuance of any such breach may be enjoined, abated or remedied by any owner or owners in said Tract.