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Actual Declaration

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WHEN RECORDED, RETURN TO:
Mary Lou Moore
DEANE BROTHERS, INC.
4201 Birch Street
Newport Beach, California 92660

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by DEANE PROPERTIES CO., a California corporation, hereinafter referred to as "Declarant".

WITNESSETH:

FEE \$20⁴⁰ 2A

WHEREAS, Declarant is the owner of certain property in the County of Los Angeles, State of California, which is commonly referred to as Tentative Tract 27538 and Tentative Tract 27537, and which is more particularly described on Exhibit #1 attached hereto and by this reference made a part hereof, which property is hereinafter referred to as "the Property".

AND WHEREAS, Declarant will convey the properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW THEREFORE, Declarant hereby declares that all of the properties described herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to DEANE HOMES SWIM CLUB, its successors and assigns.

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RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF
FOR: TITLE INSURANCE & TRUST CO.
81 Min. 2 P.M. DEC 13 1967
RAY E. LEE, County Recorder

DEC 13 1967
2946

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

Section 3. "Overall Tract Development" shall mean and include, in addition to the property described in the introductory language of this Declaration, those tracts within Tentative Tract 27538 in Los Angeles County, California; it being contemplated that the total number of homes to be erected and sold on such tracts together with those on the property described in the introduction to this Declaration, will constitute approximately 350 single family homes.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Declarant" shall mean and refer to Deane Properties Co., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Annexation of additional property to Tentative Tract

27538 shall require the assent of two-thirds (2/3) of the members at a meeting duly called for this purpose, provided, however, that from and after September 1, 1970, Declarant's votes shall be excluded from the computation of the aforesaid assent of two-thirds (2/3) of the members, and provided further, however, that no vote of members shall be required in connection with the development of parcels of land within Tentative Tract 27538 so long as such development is in accordance with the general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing of the first parcel of land within Tentative Tract 27538 for which the Federal Housing Administration is to be the insurer of the loans thereon, and provided that detailed plans for the development of additional parcels of land within Tentative Tract 27538 are submitted to the Federal Housing Administration and the Veterans Administration prior to the development thereof and are in accordance with the foregoing. If either the Federal Housing Administration or the Veterans Administration determines that a detailed plan submitted with respect to a parcel of land within Tentative Tract 27538 is not in accordance with the general plan on file and either agency so advises the Association and Declarant, the development of said parcel of land must have the assent of a two-thirds (2/3) vote of the members who are voting in person or by proxy at a meeting duly called for this purpose.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers and Declarant, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership (except that Declarant shall be entitled to one membership and all rights

appertaining thereto for each lot it owns in Overall Tract Development). Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV VOTING RIGHTS

Each member of the Association shall be entitled to one (1) vote for each Residence Lot in which he holds the interests required for membership. When more than one (1) person holds such interest or interests in any Residence Lot, all such persons shall be members and the vote for such Residence Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Residence Lot. No Owner of a Residence Lot located within any additional property made subject to this Declaration and the jurisdiction of the Association in the manner provided herein, shall be entitled to cast the vote for such Residence Lot until the commencement of annual assessments against all Residence Lots within such additional property as provided in Article VI, Section 7 hereof.

ARTICLE V PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) the right of the Association to limit the number of guests of members;

(b) the right of the Association to charge reasonable admission and other fees for the use of any

recreational facility situated upon the Common Area;

(c) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;

(d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member, after notice and hearing, for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;

(e) Subject to the provisions of Article XI hereof, the Association shall have the right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of the payment of any rentals, taxes and assessments upon real or personal property, leased, owned, controlled or occupied by the Association or for labor rendered, or for materials or supplies used and consumed, or equipment, appliances or power furnished for

the maintenance, improvement or development of the Common Area, or in performing or causing to be performed any of the purposes of the Association for the benefit and advantage of its members.

Section 3. Basis and Maximum of Annual Assessments.

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seventy-Two Dollars (\$72.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding two (2) years and at the end of each such period of two (2) years, for each succeeding period of two (2) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting provided that this action is in accordance with the provisions of Article XI. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger of consoli-

ation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting, provided that this action is in accordance with the provisions of Article XI.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half

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(1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area or following the inclusion of additional land within the properties. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area, and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of California. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such

design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII

RESTRICTIONS, COVENANTS AND CONDITIONS

Section 1. Land Use.

(a) No Lot shall be used except for single family residential purposes.

(b) No Lot shall be subdivided.

(c) No noxious or offensive activities (including but not limited to the outdoor repair of automobiles either for profit or otherwise) shall be carried on upon the property or any portion thereof, nor on any street, nor shall anything be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood.

(d) No automobile which shall not be in an operating condition shall be parked or left on any street or on any part of the property other than a garage.

Section 2. Buildings.

(a) No primary building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two (2) stories in height, a private garage for not more than three (3) cars which, subject to the provisions hereof, may or may not be attached to the primary building, and one (1) accessory building.

(b) The minimum livable area of all primary buildings constructed or erected on any Lot shall be not less than 1200 square feet, cellars, basements, patios, porches and garages are specifically excluded

from inclusion in minimum livable area. No primary building shall be permitted on any Lot at a cost of less than Twelve Thousand Dollars (\$12,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

(c) No projection of any type shall be placed or permitted to remain above the roof of any building with the exception of one (1) or more chimneys and one (1) or more vent stacks. No outside television or radio pole or antenna shall be constructed, erected, or maintained on any building or on any Lot or connected in a manner so as to be visible from the outside of any building, provided, however, that in the event a majority of the owners of Lots gives Declarant written notice and files a copy of such notice in the Office of the County Recorder of Los Angeles County, stating that television or radio reception is not adequate without permitting antennae to be placed upon the outside of any building, the prohibition of this subparagraph (c) of Section 2 of Article VIII as to exterior television and radio antennae shall be waived.

(d) Accessory buildings erected and maintained upon any Lot or portion thereof shall conform generally in architectural design and exterior material to the finish of the primary building on said Lot and subject to the provision, may be, but need not be, attached to said primary building.

(e) All improvements upon the property shall at all times be maintained in good condition and repair.

(f) All service yards or service areas - a clothes-line areas on any Lot or portion of the Lot shall, subject to the provisions hereof, be enclosed or fenced in such a manner that such yards or areas will be obstructed from view from any Lot or street on the same or substantially similar grade.

(g) No building shall be located on any Lot less than fifteen (15) feet from the front Lot line, nor less than ten (10) feet from any side street line. No building shall be located less than five (5) feet from any side Lot line, or six (6) feet from any building on the same site, except a detached garage or other accessory building located in the rear yard may be placed zero feet from the side line. No primary building shall be so located as to reduce the rear yard of the Lot on which it is located to less than ten (10) feet. For the purposes of this paragraph, eaves, steps, and open or fully-screened porches and patios shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

(h) No opening of a garage automobile entrance facing a street shall be less than twenty (20) feet from the sidewalk or street curb, whichever is closer.

(i) Regardless of the provisions stated hereinabove regarding building locations, there shall be a minimum of fifty percent (50%) of the total Lot area maintained as open space. However, in no event need the open space exceed four thousand (4,000) square feet.

(j) No shed, tent, or temporary building shall be erected, maintained or used on any Lot or portion thereof; provided, however, that temporary buildings for use incidental to the initial construction of improvements may be constructed and maintained, provided that said temporary buildings shall be promptly removed upon the completion of such construction work.

(k) No boat, truck or trailer shall be stored or parked on any Lot or portion thereof unless the same shall be kept in an enclosed area and out of the view of any adjacent Lot or street of the same or substantially similar grade.

(l) No boat, truck or trailer shall be used as a living area while located on any Lot or portion thereof, provided, however, trailers for use incidental to the initial construction of improvements by Declarant may be maintained provided that said trailer shall be promptly removed upon the completion of such construction work.

(m) No privy shall be erected, maintained, or used upon any Lot or portion thereof, but privies are permitted during the course of the initial construction of improvements, provided that any such temporary privy shall be promptly removed upon completion of such construction.

(n) No derrick or other structure designed for use in boring, mining or quarrying for water, oil or natural gas or precious minerals shall be erected, maintained or permitted upon any Lot or portion thereof.

(o) No building shall be in any manner occupied while in the course of original construction or until it complies with all requirements as to the area and

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all other conditions and restrictions applicable thereto. No building constructed elsewhere shall be moved to or constructed on said property.

Section 3 Maintenance

(a) All improvements upon the property shall, at all times, be maintained in good condition and repair.

(b) No animals, fowl, reptiles or poultry shall be kept on the property, except that domestic dogs, cats, birds and fish may be kept as household pets upon any lot or portion thereof provided that they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities.

(c) Within ninety (90) days after conveyance of title to the lot, the grantee thereof shall plant lawns or otherwise landscape the front yard. No weeds, rubbish, debris, objects or materials of any kind, plants or seeds infested with noxious insects or plant diseases, shall be placed, grown, or permitted to accumulate upon any portion of the property which render such portion of the property unsanitary, unsightly, offensive or detrimental to any lot in the vicinity thereof or to the occupants of any such lot in such vicinity. In the event of the default in the performance of this provision, and after 30 days' written notice, Declarant shall have the right to enter upon that portion of the property and remove all such weeds, plants, rubbish, debris, objects or materials and do all things necessary to place said portion of the site in a neat and orderly condition including the installation of front lawns and landscaping and any expenses therefor shall become due and payable from the owner of said property to Declarant within five (5) days after written demand there-

for, provided, however, that the foregoing right of entry shall cease and end when Declarant shall no longer be an owner of any Lot in the Overall Tract Development, or ten (10) years from the date of the conveyance of the Common Area to the Association.

(d) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No owner or occupant of any Lot shall permit any trash or refuse to be disposed over rear yard fences thereof upon any bridge trail, or any other portion of the property.

(e) No individual water supply system shall be permitted on any Lot unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of Diamond Bar Water Company, the Los Angeles County Health Department, or other applicable governmental authorities.

(f) No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located, constructed and equipped in accordance with the requirements, standards, and recommendations of the Los Angeles County Health Department, or other applicable governmental authorities.

Section 4. Signs. No sign of any kind shall be displayed to the public view on any part of the property or of the dwelling house located thereon except of a professional quality and no larger than five (5) square feet advertising the property or the dwelling house located thereon for sale or rent, or signs

used by Declarant, its agents or assigns to advertise the property during the period of construction and original sale of Lots and homes.

Section 5 Obstructions. No hedge, hedge row, trees, walls or fences shall be planted, erected, located or maintained upon any Lot or building site in such location or in such height as to unreasonably obstruct the view from any other Lot or building site on the property.

ARTICLE IX

SLOPE AND DRAINAGE EASEMENT AND DRAINAGE PROTECTION

Section 1 Each grantee of a Lot agrees for himself, his assigns or successors in interest that he will permit free access by owners of adjacent or adjoining Lots to slopes or drainage ways located on his Lot which affect said adjacent or adjoining Lots, when such access is essential for the maintenance of permanent stabilization on said slopes, or maintenance of the drainage facilities for the protection and use of property

Section 2 Each grantee of a Lot agrees for himself, his assigns or successors in interest that he will not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots, or that he will make adequate provisions for proper drainage in the event it is necessary to

change the established drainage over his lot. For the purposes hereof, "established" drainage is defined as the drainage which occurred at the time the overall grading of the property including the landscaping of each lot, was completed by Declarant.

Section 3 No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability

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

Section 3. Amendment

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment must be properly recorded.

Section 4. FRA/VA Approval

As long as Article XI applies to the provisions of this document, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration. Annexation of additional properties, dedication of Common Area, and amendment to this Declaration of Covenants, Conditions, and Restrictions.

ARTICLE XI

Until such time as 263 homes are sold in the "Overall Tract Development", or two years from September 1, 1967, whichever occurs first, action to annex additional property, to dedicate or transfer any areas to a public agency, to increase the annual assessments, and special assessments for capital improvements, shall require the approval of the Declarant.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this

30th day of November, 1967.

DEANE PROPERTIES CO.

Declarant

By B. Lawrence Gray
President

By R. C. Hardaway
asst. Secretary

LEGAL DESCRIPTION OF TRACT NO. 27537

DIAMOND BAR, CALIFORNIA

Those portions of Section 2, in Township 2 South, Range 9 West, and Section 35 in Township 1 South, Range 9 West, San Bernardino Base and Meridian, in the unincorporated territory of Los Angeles County, State of California, described as follows.

BEGINNING at the Northwest corner of Lot 132, Tract 27539, in the unincorporated territory of Los Angeles County, State of California as per map recorded in Book 747, Pages 75, 76 and 77 of Maps, in the office of the Recorder of said County; thence North $09^{\circ} 00' 00''$ West, 415.00 feet; thence North $09^{\circ} 30' 00''$ East, 250.00 feet, thence North $29^{\circ} 30' 00''$ East, 207.28 feet to a point in a curve concave Southerly and having a radius of 176.72 feet, a radial line through said point bears North $10^{\circ} 41' 46''$ East; thence Westerly along said curve a distance of 53.04 feet, thence tangent to said curve South $83^{\circ} 30' 00''$ West, 931.65 feet; thence South $06^{\circ} 30' 00''$ East, 490.00 feet; thence South $33^{\circ} 34' 03''$ West, 153.90 feet to the Northwest corner of Lot 116, Tract No. 27539 as per map recorded in Book 747, Pages 75, 76 and 77 of Maps in the office of the Recorder of said County, said point also being in the Northerly line of said Tract No. 27539; thence Easterly along the Northerly line of said Tract No. 27539 the following courses; South $88^{\circ} 12' 46''$ East, 57.26 feet; South $81^{\circ} 17' 20''$ East, 325.00 feet; South $08^{\circ} 42' 40''$ West, 21.00 feet; South $81^{\circ} 17' 20''$ East, 265.00 feet; North $08^{\circ} 42' 40''$ East, 30.00 feet; South $81^{\circ} 17' 20''$ East, 200.00 feet; North $76^{\circ} 54' 30''$ East, 21.54 feet, South $81^{\circ} 17' 20''$ East, 70.00 feet to the POINT OF BEGINNING.

2/27/67

Sheet 1 of 2

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EXHIBIT #1