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Crestwood Hills Restated

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ASSOCIATION

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TITLE(S)

RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

When Recorded Mail to:

Crestwood Hills Association
c/o Kulik Gottesman Siegel & Ware LLP.
15303 Ventura Boulevard, Suite 1400
Sherman Oaks, California 91403

Attention: Glen L. Kulik, Esq.

**RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

For

CRESTWOOD HILLS

(TRACT 14944, LOTS 1 – 198, 201)

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, veteran or military status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

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RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

CRESTWOOD HILLS
(Tract 14944)

This Restated Declaration of Covenants, Conditions and Restrictions is made as of May 24, 2024 by the Crestwood Hills Association and the Owners of the Lots within Tract 14944 (“Tract”) located in the City of Los Angeles, State of California.

PREAMBLE

A. The Tract consists of Lots 1 to 198 and 201, inclusive, in the City and County of Los Angeles, as per the Map recorded in Book 346, Pages 39 to 45 of Maps, in the office of the Los Angeles County Recorder., as generally shown in the diagram which is attached to this instrument as Exhibit 1.

B. On June 1, 1949, Mutual Housing Association, Inc., as developer, caused to be recorded a Declaration of Restrictions for the Tract (Declaration”) which appears as Instrument No. 1989 in the files of the Los Angeles County Recorder. Crestwood Hills Association is the successor-in-interest to Mutual Housing Association, Inc. pursuant to a Corporation Grant Deed recorded on September 12, 1957 as Instrument No. 4389 and a written agreement dated November 30, 1967.

C. Under Sections 14(B) and 16 of the Declaration, the provisions thereof run with the land and are binding on all Owners and the purchasers/future Owners of all Lots in the Tract.

D. Under Section 16 of the Declaration, that instrument can be amended in whole or in part by the affirmative vote of the Owners of a majority of the Lots in the Tract.

E The Owners of a majority of the Lots in the Tract, as reflected in Exhibit 2 to this Declaration, have voted to amend and restate the Declaration and have duly adopted the following covenants, conditions and restrictions contained in this Restated Declaration, which shall be binding on all Owners of Lots within the Tract; and

F. This Restated Declaration is intended to:

- (i) Be for the benefit, enhancement and protection of the Tract and each Lot in the Tract.
- (ii) Be for the benefit of all Owners of Lots in the Tract; and
- (iii) Run with the land and bind all parties having or acquiring any right, title, or interest in any Lot in the Tract now or in the future, and all lessees,

occupants, invitees, and guests who are present in the Tract for any purpose at any time.

NOW, THEREFORE, any conveyance, transfer, sale, assignment, or lease of a Lot in the Tract shall be deemed to incorporate the provisions of this Restated Declaration including any amendments thereto. This Declaration shall run with the land.

ARTICLE 1 **DEFINITIONS**

As used in this Declaration, the following terms shall have the definitions set out below:

1.1 Approval. The term “Approval” shall refer to the written consent of the Board of Directors of the Association, and where applicable, of the Crestwood Hills Architectural Committee (“CHAC”).

1.2 Articles. The term “Articles” shall refer to the Articles of Incorporation of the Association, together with all amendments thereto, which are on file with the California Secretary of State.

1.3 Association. The term “Association” shall refer to Crestwood Hills Association, a California non-profit mutual benefit corporation.

1.4 Board. The term “Board” shall refer to the Board of Directors of the Association.

1.5 Bylaws. The term “Bylaws” shall refer to the Bylaws of the Association, as that document may be amended from time to time.

1.6 Dues. The term ‘Dues’ shall refer to assessments and other charges levied by the Association.

1.7 Governing Documents. The term “Governing Documents” shall refer collectively to the Articles, the Bylaws, this Restated Declaration, and any Rules and Regulations, including Architectural Guidelines, as may be adopted by the Board from time to time.

1.8 Home. The term “Home” shall refer to a single-family home, and all other structures, situated on a Lot.

1.9 Lot. The term “Lot” shall refer to a residential lot located within the Tract, whether raw land or improved with a Home.

1.10 Member. The term “Member” shall refer to each person who is the record title Owner of a fee title interest in a Lot within the Tract.

1.11 Member in Good Standing. The term “Member in Good Standing” shall refer to each Member who is current in the payment of his Dues to the Association and is otherwise not in violation of the provisions of the Governing Documents.

1.12 Owner. The term “Owner” shall refer to each Person whose name appears as a grantee in a deed recorded with the Office of the County Recorder for a Lot within the Tract.

1.13 Person. The term “Person” shall refer collectively to individuals, corporations, partnerships, associations, and all other entities.

1.14 Restated Declaration. The term “Restated Declaration” shall refer to this Restated Declaration of Covenants, Conditions and Restrictions as it may be amended from time to time.

1.15 Rules. The term “Rules” shall refer to rules and regulations of the Association as established by the Board of Directors and including the Architectural Standards written and approved by the CHAC and the Board.

1.16 Sanctions. The term “Sanctions” shall refer to fines and other penalties that the Board may impose related to breaches of the Governing Documents.

1.17 Yard. The term “Yard” shall refer to all portions of a Lot other than the Home and the land on which the Home is built.

ARTICLE 2

MEMBERSHIP IN THE ASSOCIATION

2.1 Mandatory Membership. Every Person who owns a Lot in the Tract is automatically a Member of the Association.

2.2 Compliance with Governing Documents. Every Person who owns a Lot in the Tract must comply with the Governing Documents.

ARTICLE 3

DUTIES OF ASSOCIATION

The Association shall have the power and the right to perform the following tasks.

3.1 Enforcement. To enforce the Governing Documents by all means which are described in this Restated Declaration and/or allowed under California law.

3.2 Budget. To prepare an annual budget for the Association (“Budget”), and to

disseminate the Budget to the Members no later than December 1 of each year, for the upcoming fiscal year to begin January 1.

3.3 Dues. To collect dues from each Member according to the Budget and Article 4 hereof, and to keep accurate and complete records of all receipts and expenditures.

3.4 Insurance. To purchase and pay for insurance including, at a minimum, general liability, directors' and officers' liability, and fidelity insurance coverage, as described in Article 8 hereof.

3.5 Architectural Control. To exercise architectural control over the Tract, Lots, and Homes as described in Article 7 of this Restated Declaration.

3.6 Taxes. To pay taxes and other obligations imposed on the Association by local, state, or federal authorities.

3.7 Contracts. To enter into contracts, hire professionals, provide a measure of security for the residents, and take any other action which is deemed by the Board to be in the best interest of the Association and the Members collectively.

3.8 Other Powers. To exercise such other powers as are allowed of a nonprofit mutual benefit corporation under the laws of the State of California.

ARTICLE 4 **DUES**

To fund the activities of the Association as required by the Governing Documents and California law, the Association shall levy upon the Owners annual and special dues as follows.

4.1 Annual Dues. To help pay for the expenses reflected in the budget adopted by the Board, the Association will impose annual dues. Annual Dues will be levied upon and paid by the Members in equal, pro-rata shares. The initial Annual Dues will be \$100 per year per Lot. Any increase in the Budget, which requires that Dues will be more than 25% greater than the year before, must be approved in advance by the vote of a majority of a quorum of the Members. All Annual Dues are due by February 1 each year and will be delinquent if not received by the Association by the close of business on February 15.

4.2 Special Dues. Special Dues may not exceed 25% of the gross budgeted expenses for the fiscal year. Otherwise, the Special Dues will have to be approved in advance by the vote of a majority of a quorum of the Members. Special Dues will be due 30 days from the date written notice of the Dues is mailed to the Members and will be delinquent if not received within five calendar days after that date.

4.3 Delinquencies. All Annual and Special Dues payments that are delinquent will result in a late charge of 10%. If the Dues payment becomes delinquent by 30 days, interest will begin to accrue at the rate of 6% per annum.

4.4 Enforcement. In the event any assessment levied by the Association is delinquent, as defined in this Article 4, the Association may enforce the debt by any means permitted under California law, including without limitation (i) filing an action in court to enforce the debt, or (ii) recording a lien and foreclosing in the manner provided by Sections 5660 through 5720 of the Civil Code.

ARTICLE 5

GENERAL RESTRICTIONS

The following restrictions shall be binding upon the Association, all Owners, all residents, and all other persons visiting Tract 14944 for any reason.

5.1 Animals. Only customary domesticated household pets may be kept on any Lot or in any Home. No pet may cause annoyance or disturbance for the residents of any other Lot. Owners are responsible for any damage or injuries caused by their pets.

5.2 Compliance with Laws. Each Owner shall comply with all city ordinances, zoning regulations, and all other legal requirements of any governmental entity within the State of California.

5.3 Damage. Each Owner shall be liable to the Association and to each other Member for any property damage caused by that Owner or by his family members, tenants, guests, and other invitees.

5.4 Drilling. No drilling for gas, oil, or any other substance is permitted on any Lot.

5.5 Filming. No commercial filming activities shall be permitted within the Tract except as Approved in advance by the Board and in strict accordance with the Rules. If Approval is given, before starting work, all film companies shall be obligated to execute an agreement with the Association to protect the safety, security, and quiet enjoyment of the other Members. Licensed real estate brokers who want to photograph or videotape the Lot or Home are exempt from this restriction. Further, Members may allow commercial photography and still photo shoots so long as they do not interfere with the quiet enjoyment, safety, or security of any other Crestwood Hills resident.

5.6 Harassment. No Owner or resident may, by words or actions, commit an act that could reasonably be construed as harassment, intimidation, bullying, or threatening of a Board Member, Committee Member, manager, employee, vendor, other Member, or resident of the Association or the Tract.

5.7 Home Size. No home built in the Tract shall be less than 1500 square feet, not including the garage. Any home that is a smaller size at the time this Restated Declaration is approved is hereby grandfathered.

5.8 Occupancy. No more than three (3) persons per full or three-quarters bathroom may reside in any Home in the Tract at any time. For purposes of this section, a person shall be deemed to reside in a Home if that person uses or occupies the Home for more than 60 consecutive days or more than 120 aggregate days in any calendar year.

5.9 Maintenance. Each Owner shall keep and maintain his or her Home, Lot, and all improvements thereon in a neat, clean, and attractive condition. All weeds, brush, rubbish, debris, or unsightly materials or objects shall be regularly removed by the Owner.

5.10 Nuisance. Any violation of the Governing Documents is deemed to be a nuisance under this paragraph. In addition, no noxious, offensive, embarrassing, or illegal activities shall be permitted in the Tract or on any Lot at any time. No person shall cause or allow any unreasonable noise, which disturbs the quiet enjoyment of any other Owner or resident.

5.11 Residential Use. All Lots shall be used exclusively for single-family residential purposes only. Home office use is permitted if it is consistent with all zoning and other local, state, and federal laws and does not pose a threat to the health, safety, or quiet enjoyment of other Members or a threat to the property of others.

5.12 Residing on Lots. No person may reside in any trailer, recreational vehicle, barn, tent, shack on the Lot. In addition:

- a. Each person who owns a Lot shall own the entire Lot. No Lot may be subdivided, nor may any multi-unit housing, duplexes, or similar structures be built on any Lot; and
- b. Nothing contained in this Section 5.12 is intended to preclude an Owner from building an Auxiliary Dwelling Unit or Junior Auxiliary Dwelling Unit on any Lot to the extent such structures are protected by California law.

5.13 Setbacks. The City of Los Angeles' rules on setbacks will apply to Homes in Crestwood Hills.

ARTICLE 6 **THE ASSOCIATION**

The business of the Association shall be conducted by the Board of Directors and by such committees as are appointed by the Board.

6.1 Member Meetings. The Association shall hold a membership meeting, known as an Annual Meeting, not less than once per year. The Annual Meeting must be held not later than 15 months from the date of the previous Annual Meeting. At each Annual Meeting the members will vote to elect members of the Board of Directors for the following year in accordance with the provisions of the Corporations Code, Sections 7000, *et seq.* of the Corporations Code, and the Bylaws. The Board may also convene other membership meetings during the year, as it deems necessary or prudent.

6.2 Voting Rights. In each membership meeting where a vote of the Owners will be taken, each Member in Good Standing shall have one vote for every Lot owned by that Member; provided, however, in an election to select directors, each Member in Good Standing will be entitled to cast one vote for each opening on the Board to be filled but may not place more than one vote on any one candidate (cumulative voting is not allowed). If there are multiple owners of a Lot, only one vote for that Lot is permitted and if either co-owner casts the vote it will be conclusively presumed by the Association that he or she did so with the authority of all co-owners of the Lot and the first vote cast by a co-owner will count. Once a ballot has been cast it may not be withdrawn for any reason.

6.3 Committees. The Board may appoint each year such committees, as it deems appropriate to assist the Board in operating the Association. Each committee shall consist of at least three people, at least one of whom shall be a Board member (other than the Architectural Committee).

6.4 Directors. The Association shall elect directors and appoint officers as provided in the Bylaws.

6.5 Board Meetings. The Board shall meet not less than one time per quarter (and more often if deemed necessary or prudent). Only Members in good standing are entitled to receive notice of each such meeting and to attend the meeting as an observer, unless the Board invites or allows others to attend. The Board shall try to set aside time during each meeting for comments and questions from the Owners.

6.6 Quorum. A quorum for purposes of a membership meeting or vote shall require attendance by Owners of at least 10% of the Lots. A quorum for purposes of a Board meeting shall be a majority of the total number of directors authorized in the Bylaws.

6.7 Limitation of Liability. The Association shall not be liable for any act or omission absent clear and convincing evidence of negligence, or willful misconduct, on the part of the Association or its authorized representatives. No officer, director, committee member, employee, or agent of the Association shall be liable for any act or omission committed in the course and scope of that person's activities for the Association, in the absence of gross negligence or willful misconduct on the part of the person.

ARTICLE 7
ARCHITECTURAL CONTROL

The Association is charged with the duty of exercising architectural control over the Tract and the Lots.

7.1 Committee. The Crestwood Hills Architectural Committee (CHAC) shall be comprised of three or more members who shall be Owners (volunteers) in Good Standing. At least two of the members of the CHAC shall be architects. All requests to approve any work, remodeling or improvement as required in this Article, or elsewhere in this Restated Declaration, shall be submitted in writing to the CHAC. CHAC decisions are made independent of the Board of Directors based on the Crestwood Hills Architectural Guidelines. The term of CHAC members will be six (6) years, subject to re-appointment by its members. Members of the CHAC at the time this Restated Declaration is approved will continue in their positions. At the end of a term or upon resignation or death of a member, the remaining members will either re-appoint the member whose term expired for a new six-year term, or the remaining members shall propose a replacement to be reviewed and accepted by the Board of Directors.

7.2 Right to Decorate. Each Owner shall have the exclusive right to paint, repaint, repair tile, or otherwise furnish and decorate the interior of any Home or other enclosed structure on the Lot.

7.3 Architectural Guidelines. The CHAC shall adopt and amend from time to time Architectural Guidelines for the Tract, which will be agreed to by the Board and which will be binding on all Owners. The Architectural Guidelines may establish design and construction criteria and rules for implementing same. They may also contain procedures for applying to and receiving approval from the CHAC. The rules established in the Architectural Guidelines will have the same force and effect as though set forth in this Restated Declaration.

7.4 Prior Approval. No repair, alteration, improvement, construction, remediation, or remodeling may commence on the exterior of any Home or in any Yard unless and until a written application is submitted to the CHAC and the prior written approval of the CHAC has been given. Any Owner wanting to do such work shall do the following:

- a. Submit drawings, specifications, and any other documents as the CHAC may reasonably require to properly evaluate the Owner's application and as required by the Architectural Guidelines.
- b. Submit a review as set forth in the Crestwood Hills Architectural Guidelines.
- c. Read and agree to be bound by the Rules (including the Architectural Guidelines).

- d. Not exceed the scope of the written approval given.
- e. Obtain all permits and other governmental approvals required for the work to be performed, and where such approvals are needed, to use licensed contractors only.
- f. Pay the actual cost of a licensed architect if required by the CHAC with whom the CHAC will consult if it believes in good faith that the work an Owner proposes to do is sufficiently complex that CHAC requires input from such a professional to respond to the Owner's application reasonably and fairly; and
- g. Adhere to any timelines or other construction schedules and rules imposed by CHAC if any.

7.5 Decisions. The CHAC shall make its decision, whenever practicable, within the time frame specified in the current prevailing version of the Crestwood Hills Architectural Guidelines. The Committee's decision is final and binding, except as provided in Section 7.8 below. CHAC shall apply this Restated Declaration and the Architectural Guidelines in reviewing and deciding whether to approve an application. If there is no express written rule or guideline applicable to the change or improvement the Owner wishes to make, CHAC may disapprove any alterations or proposed improvements which it concludes in good faith, based on subjective aesthetic considerations, are not consistent with the historical development of Tract 14944 or the general architectural plan for Tract 14944 as it has evolved. CHAC is not bound by prior decisions if there is a good faith, reasonable basis for deviating. In addition:

- a. Because every Lot is unique and has different features and attributes, including slopes, views, proximity to other Lots and streets, and each proposed project is being constructed at a particular time and under specific circumstances, the existence of any alteration or improvement on any Lot, whether or not approved by CHAC, does not create a right to the same or similar alteration or improvement on another Lot or bind or estop CHAC in any way.
- b. CHAC has the right to review and approve, conditionally approve, or disapprove, in its discretion, each proposed alteration or improvement with respect to a particular Lot under the specific circumstances which are applicable at the time of review.

7.6 No Liability for Approval. By approving an application, the Board, Committee and Association are not representing to the Owner that what he or she plans is prudent, safe, or legal. The approval shall not (i) relieve the Owner of the duty to satisfy the terms of the Governing Documents and of all applicable laws, statutes, regulations, and codes; (ii) provide a

defense to a legal action by the Association, or (iii) give rise to any liability on the part of the Association, the Board, the Committee, or their representatives.

7.7 Conduct of Construction. During any construction, the Owner shall use best efforts to minimize inconvenience to other residents of the Crestwood Hills. To accomplish this goal the following restrictions will apply in addition to any others contained in the Rules:

- a. Construction activities on a Lot are permitted Monday through Friday from 7:00 a.m. to 6:00 p.m. No construction in the Tract shall be permitted on any Saturday, Sunday, or national holiday without the prior written Approval of the Architectural Committee.
- b. Under no circumstances may any construction project last longer than eighteen (18) months, although in a given instance the Board may shorten or extend this period of time in the Rules or in a written Construction Agreement.
- c. All work which requires approval under Section 7.4 above shall be performed by licensed contractors only who have in effect comprehensive general liability insurance

7.8 Appeals. If the decision under Section 7.4 above was made by the CHAC, then the Owner may appeal any disapproval to the Board, or a Committee designated by the Board to handle such appeals. The right to appeal must be exercised within 15 days of the date of the written disapproval. In the event of a timely appeal, the Board, or a designated Board Committee, shall hear the matter within 30 days of the date it is notified of the appeal unless the parties agree on a different time frame. The Board should generally defer to the decision of the CHAC unless it concludes the decision violated an express, mandatory provision of the Governing Documents, the decision was arbitrary or capricious, or it could set a precedent that in the Board's opinion could result in harm to the Association or the Tract.

7.9 Indemnity. Each Owner who causes to be made to his or her Home or Yard any improvements, changes, alterations or remodeling hereby agrees to indemnify, defend, and hold harmless the Association and its directors, officers, Manager (if any), CHAC members, and agents from any damages and injuries arising from or related to such changes and the work required to complete same, which duty shall include payment of all attorney's fees, costs, awards and judgments.

7.10 Compliance with Laws. Notwithstanding the foregoing, it is the Owner, and not the Association or CHAC, who must ensure that the final product meets all applicable laws and regulations, receives the proper permits, is free of defects, meets all provisions of this Restated Declaration, and does not disturb the quiet enjoyment of any other Owner. By giving approval under this Article 7, the Association is not warranting or representing that the alteration requested by Owner will be prudent or may be lawfully accomplished. The approval and consent

of the Board or CHAC shall not (i) relieve the Owner of the duty to satisfy the terms of this Restated Declaration and all applicable laws, statutes, regulations, and codes; (ii) provide a defense to a legal action by the Association, or (iii) give rise to any liability on the part of the Association or its representatives.

7.11 Notice of Completion. Each Owner shall, upon the completion of any repairs or improvements for which approval was required promptly notify the CHAC in writing within 30 days of the nature and extent of any such repairs or improvements made or caused to be made in his or her Yard or Lot. The CHAC will then have the right, but not the duty, to observe the finished work.

7.12 Obstruction of View or Privacy. While no Member has an absolute right to any particular view, Owners shall not be permitted to build, erect, install or plant any landscaping, structure, or other Improvement which, in the subjective, good faith opinion of the Architectural Committee, substantially blocks or obstructs the protected (primary) view as defined in the Architectural Guidelines of any other Owner from his or her Lot, especially where the obstruction can reasonably be avoided. In the event there is a disagreement over whether an obstruction is impermissible under this section, the Committee, and if appealed, the Board, are the final arbiters and their decision will be conclusive and binding.

7.13 Landscaping, Grading and Drainage. No landscaping may be installed or planted by any Owner, which could impede or render more costly the Association's or the City's access to any area to perform any of its maintenance or repairs for which it is responsible. Each Owner shall maintain, repair, and replace as needed all drainage and related components (including drains and pipes, whether above or below ground), which are located in, on or underneath his or her Home or Lot. Any improvement or alteration to a Lot which would affect the drainage established by the initial grading of the Lot, or any adjoining Lot, shall not be approved unless the Committee determines that alternative satisfactory drainage is provided in the application and plans submitted by the Owner. Trees and brush shall be maintained for fire safety and to ensure that they do not materially interfere with a neighbor's protected view (7.12) in the subjective, good faith opinion of a committee set up by the Board to handle such matters. Grading and drainage designs must be approved by the City of Los Angeles.

7.14 No Subdividing. No Lot may be subdivided or partitioned for any reason. The Owner(s) of the Lot must each own the entire Lot and all improvements on the Lot. No Person may own a portion of Lot only. No duplexes or other multi-family housing is permitted on any Lot.

7.15 Inspection. Members of the CHAC may inspect the work on any Lot while it is in progress and when it is completed to verify compliance with the approved plans and specifications.

7.16 Record Keeping. The CHAC shall prepare and retain a written record of all submissions made for its approval together with all of its decisions, which shall become a

permanent record of the Association.

ARTICLE 8 **INSURANCE**

8.1 Authority to Purchase. All insurance specified in this Article 8 or deemed to be prudent by the Board for the protection of the Association and the Tract shall be purchased, obtained, carried, and maintained by the Association and the premiums shall be part of the Assessments to be paid out of annual assessments.

8.2 Coverage. At a minimum, the Board shall have the duty to purchase for the benefit of the Association (i) general liability insurance with limits of not less than \$2,000,000 per occurrence, (ii) directors' and officers' liability insurance with limits of not less than \$2,000,000 per occurrence, and (iii) fidelity insurance covering dishonest acts of Association representatives and managing agents. The Board shall utilize the services of an insurance broker to assist in the selection and procurement of appropriate insurance policies.

8.3 No Liability. Except in cases where the Association or its representatives are liable under Section 6.7 hereof, neither CHAC or its members, nor the Association or its officers, directors, committee members, and agents, shall have any liability to any Member, resident of the Tract, or other third party for any act or omission. Without limiting the foregoing, Association representatives and CHAC members are entitled to the protections afforded under Section 7231 of the Corporations Code.

8.4 Owner Insurance. Each Owner, and not the Association, shall have the continuing duty to insure his Lot and Home and purchase at his sole expense liability insurance, and fire, property and casualty insurance, in sufficient amounts to protect his or her separate interests.

ARTICLE 9 **RULES ENFORCEMENT**

9.1 Enforcement of Governing Documents. Enforcement of the Governing Documents shall be by any proceeding at law or in equity against any person violating or attempting to violate any of those documents, either to restrain and enjoin a violation, to recover damages, or both. The following shall have standing to enforce the provisions of the Governing Documents:

- a. ***The Association.*** The Association as directed by the Board of Directors or any Person duly authorized by the Board of Directors.
- b. ***The Owners.*** Any Owner or group of Owners.

9.2 Power to Adopt Rules. The Board in its discretion shall adopt such Rules and Regulations as are consistent with and in furtherance of existing law and the other Governing Documents. Such Rules and Regulations shall have the same binding effect as this Restated Declaration and may be enforced by the same means.

9.3 Power to Discipline for Breach. For any violation of the Governing Documents, the Board of Directors has the right to (i) impose a monetary fine, (ii) suspend any services provided by the Association to the Owner; (iii) suspend voting rights. Any suspension of privileges will apply to the Member and the persons residing with the Member.

9.4 Fines. The Board of Directors is authorized to assess monetary fines against any Owner for violation of the provisions of the Governing Documents by the Owner or his family, tenants, guests, agents, employees, licensees, and invitees. The monetary fine may not exceed Five Hundred dollars (\$500.00) for any one violation. In the case of on-going violations, in addition to the above fine, additional fines of up to \$100 per day may be imposed until there is compliance.

9.5 Hearing Procedures for Sanctions. No sanctions as provided in this Article 7 shall be imposed against a Member unless and until a hearing has been convened by the Board and the Owner has been notified of his or her right to attend the hearing to respond to the allegations.

- a. **Hearing.** The Owner shall be given an opportunity to be heard, either orally or in writing, at a hearing to be held by the Board. The Owner may be accompanied by an attorney, or other representative, but there is no duty to meet with such person unless the Owner is present. If the Owner fails or refuses to attend the hearing the Board must meet anyway and make a decision based on the information and evidence available.
- b. **Notice.** Notice shall be given either personally or by first class or registered mail to the most recent address of the Owner as shown on the Association's records; setting forth the nature of the violation and the possibility that sanctions may be imposed if the violation is found to have occurred. Such notice shall be sent at least ten (10) days before the proposed effective date of the penalty or sanction.
- c. **Right to Be Heard.** At such hearing the Owner so charged shall have the right to be heard for a reasonable period of time by the presentation of oral or written evidence and arguments.
- d. **Decision of Board.** Following the hearing, the Board of Directors shall decide whether a violation has occurred and if so whether sanctions shall be imposed against the Owner. The decision of the Board shall be final

and binding upon the Owner.

- e. **Notice of Decision.** Within 15 days after the conclusion of the hearing, the Board shall notify the Owner of its decision by first class mail, registered or overnight mail, or personal delivery, which notice shall specify the sanctions imposed or levied, if any, and the reasons therefor.

9.6 Collection. Any monetary fine imposed pursuant to this Restated Declaration shall constitute a Special Dues against the Owner but may be enforced only by means of a court action.

9.7 Failure Not a Waiver. Failure by the Board or any Owner to enforce the Governing Documents shall in no event be deemed a waiver of the right to enforce the same or different provision of the Governing Documents thereafter when there is another violation.

9.8 Remedy at Law Inadequate. Except for the nonpayment of any Dues provided for in the Governing Documents, it is hereby expressly declared, stipulated, and agreed that the remedy at law to recover damages for the breach, default, or violation of any of the provisions of this Restated Declaration is inadequate and that absent a temporary restraining order, preliminary injunction and permanent injunction, the Association and the Members will suffer irreparable harm.

9.9 Arbitration of All Disputes. All disputes arising from or related to the Governing Documents, including without limitation this Restated Declaration or the Standards, shall be submitted to and decided by binding arbitration only. The arbitrator shall be a retired judge mutually chosen by the parties, or if they cannot agree, as chosen by a court. The initial cost of arbitration will be paid equally by the different sides to the dispute but will be a recoverable cost to the prevailing party. The only discovery will be as agreed by the parties or as permitted by the arbitrator. If a restraining order or preliminary injunction is needed, it may be pursued in court, but once that issue is decided, the balance of the dispute will be referred to and decided by the arbitrator and the court action will be stayed. In any action or arbitration arising from the Governing Documents including without limitation this Restated Declaration or the Architectural Guidelines, the prevailing party shall recover his, her or its reasonable attorney's fees and costs.

ARTICLE 10 **AMENDMENTS**

10.1 Amendment. This Restated Declaration may be amended or restated only by the vote or written consent of Owners comprising a majority of the total voting power of the Owners in the Tract. However, if the owners in any other tract within Crestwood Hills vote to adopt the Restated Declaration, or a new Declaration that is substantially similar to the Restated Declaration, no subsequent amendment to any such documents (including this Restated Declaration) will be valid or binding unless a majority of all the owners in all the tracts

collectively, voting together as one large membership and not as separate tracts, approve the amendment, in which case all the Declarations for all such tracts will have adopted the same change(s). Any amendment enacted in compliance with Section 10.1 shall be recorded in the office of the Los Angeles County Recorder.

10.2 Confirmation of Approval. A certificate signed and sworn to by two (2) officers of the Association that the requisite number of Owners have either properly voted or consented in writing to any amendment, when recorded, shall be conclusive evidence of such fact. The Association shall maintain in its files a record of all such votes or written consents for a period of at least four years.

ARTICLE 11 **MISCELLANEOUS**

11.1 Liberal Construction. The provisions of this Restated Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the use, operation and maintenance of the Crestwood Hills.

11.2 Severability. In case any term, covenant, provision, phrase, section or other element contained in this Restated Declaration for any reason shall be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect, alter, modify or impair in any manner whatsoever any other application thereof or any other term.

11.3 Plural and Singular. Any reference in this Restated Declaration to the singular shall apply to the plural as well.

11.4 Masculine and Feminine. Any reference in this Restated Declaration to any one gender shall be deemed to refer to all genders.

11.5 Successors and Assigns. This Restated Declaration shall inure to the benefit of and be binding upon the Owners, and their respective heirs, personal representatives, grantees, lessees, licensees, successors, and assigns.


11.6 Term of Declaration. Subject to the other provisions hereof, the Covenants contained in this Restated Declaration shall run with and benefit the land within the Tract 14944 and shall be binding upon the Owners, the Association, its Board of Directors, its officers, and its Manager (if any), and their successors or assigns and shall continue in full force and effect for a term of 99 years from the date of recordation of this Declaration, after which time the same shall be automatically extended for successive periods of ten (10) years each unless, within six (6) months prior to the expiration of the initial 99 year term or any ten (10) year extension period, a written agreement executed and acknowledged by the Owners of at least seventy-five percent (75%) of the Lots in the Tract, shall be placed on record in the Office of the County Recorder terminating the effectiveness of this Declaration.

11.7 Attorneys' Fees. In any action arising from the Governing Documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief award.

CERTIFICATION

It is hereby certified by the undersigned President and Secretary of the Crestwood Hills Association that under paragraph 16 of the Declaration, the owners of a majority of the Lots in Tract 14944, as reflected in Exhibit 2 to this Restated Declaration, have voted in favor of the Restated Declaration. The Restated Declaration is therefore adopted as of March 24, 2024, superseding, and replacing, the Declaration.

CRESTWOOD HILLS ASSOCIATION

By: 
President

Print Name: Katherine Blackman

By: 
Secretary

Print Name: SECRETARY CORY BUCKNER