

May 8, 2012
7:30 P.M.
Council Chambers of City Hall
340 Palos Verdes Dr. West
Palos Verdes Estates



**AGENDA
OF A REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF
PALOS VERDES ESTATES, CALIFORNIA**

Copies of the staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the office of the City Clerk and are available for public inspection. If applicable, materials related to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's office during normal business hours. Any person having any question concerning any agenda item may call the City Clerk to make inquiry concerning the item. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk at 310-378-0383, at least 48 hours prior to the meeting to request a disability-related modification or accommodation.

The City Council welcomes and encourages public participation at the Council meetings; however, to allow for the orderly progression of business, each person wishing to comment or make a presentation shall be limited to three (3) minutes. Anyone wishing to address the City Council shall fill out a green speaker's card available at the end of each row in the Chambers. The card permits the City to identify persons for purposes of City Council minute preparation. Please see specific agenda sections below for any other requirements related to meeting participation. The City Council, at the direction of the Mayor with concurrence of the Council, may modify the order of items shown on the agenda.

**NEXT RESOLUTION NO. R12-11
NEXT ORDINANCE NO. 12-702**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

**CITY COUNCIL AGENDA
May 8, 2012**

ROLL CALL (7:30 PM)

MAYOR'S REPORT - MATTERS OF COMMUNITY INTEREST

<MAYORS_REPORT>

CONSENT AGENDA (ITEMS 1 - 4)

All items under this heading are considered to be routine and will be enacted by one motion, unless a Councilmember, staff, or member of the public requests that an item be removed for separate discussion. Any item removed from the Consent Agenda will be considered immediately following the motion to approve the Consent Agenda.

1. Waive Further Reading

Recommendation: After the City Attorney has read the title, waive full reading of ordinances considered on this agenda for introduction on first reading or adoption on second reading.

2. City Council Minutes of April 24, 2012

Recommendation: Review and Approve.

3. City Treasurer's Report - March 2012

Recommendation: Receive and File.

4. Treasurer's Quarterly Interest Report - January-March 2012

Recommendation: Receive and File.

COMMUNICATIONS FROM THE PUBLIC

This portion of the agenda is reserved for comments from the public on items which are NOT on the agenda. Due to state law, no action can be taken by the Council this evening on matters presented under this section. If the Council determines action is warranted, the item may be referred to staff or placed on a future Council agenda.

NEW BUSINESS

5. Resolution R12-11; Consideration of Memorandum of Understanding Among the City of Palos Verdes Estates, the Palos Verdes Homes Association, the Palos Verdes Peninsula Unified School District, and the Property Owners of 900 Via Panorama (Thomas J. Lieb, Trustee, The Via Panorama Trust U/DO May 2, 2012, Together with Trusts for the

Benefit of Related Parties) Regarding Resolution of Enforceability of Deed Restrictions on Property Owned by PVPUSD and of Encroachment in City Parkland Near 900 Via Panorama and Disposition of Certain Open Space Properties (Lots C & D)

Recommendation: It is recommended that the City Council consider all information presented, including any correspondence and comment from the public and make a decision whether to approve the MOU.

PUBLIC HEARINGS - 7:30 PM

All persons addressing the City Council during public hearings shall be limited to three (3) minutes for comment, except for an Appellant/Applicant, which shall be provided five (5) minutes for presentation and rebuttal.

6. Appeal of Planning Commission Denial of CDP-88/WT-118-10; Coastal Development Permit and Wireless Telecommunication Applications for Structures Proposed Within the City Right-of-Way Adjacent to the Single Family Residence Located at 1105 Palos Verdes Drive West. Lot 7, Block 1450, Tract 7536
Appellant/Applicant: Rob Searcy
Cable Engineering Services/Prescott Communications, Inc.
10640 Sepulveda Blvd., #1
Mission Hills, CA 91345

Recommendation: At the request of the applicant, it is recommended that the City Council continue the matter to May 22, 2012.

OLD BUSINESS

7. PC-339-12: Application to Remove 1 Silver Dollar Eucalyptus Tree Located in the City Pathway Between 1824 and 1900 Via Estudillo
(Parklands Committee Meeting Item of February 13, 2012)

Applicant: Christine McNamara
1228 Via Coronel
Palos Verdes Estates, CA 90274

Parklands Recommended Action: Deny. (3-1, Peterson recused, Shaffer dissenting)

Recommendation: This is a matter of Council discretion.

STAFF REPORTS

8. City Manager's Report

DEMANDS

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9. Demands of May 8, 2012

Recommendation: Authorize Payment of Motions #1 and #2.

- a. Authorize Payment of Motion #1 - Payroll Warrant of April 27, 2012
- b. Authorize Payment of Motion #2 - Warrant Register of May 8, 2012

MAYOR & CITY COUNCILMEMBERS' REPORTS

ADJOURNMENT TO MAY 22, 2012, IN COUNCIL CHAMBERS OF CITY HALL FOR THE PURPOSE OF A REGULAR MEETING.

- *This City Council meeting can be viewed on Cox Cable, Channel 35, Wednesday, May 9, 2012 at 7:30 p.m., and Wednesday, May 16, 2012, at 7:30 p.m.*

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted on the City Hall Bulletin Boards located by front door and inside adjacent to Council Chambers located at 340 Palos Verdes Drive West, Palos Verdes Estates, CA 90274, Palos Verdes Golf Club, and Malaga Cove Library not less than 72 hours prior to the meeting in accordance with Government Code Section 54954.2. Dated this 4th day of May, 2012.

Vickie Kroneberger, CMC
Executive Assistant/Deputy City Clerk

Agenda Item: #2
Meeting Date: May 8, 2012

**DRAFT MINUTES OF A REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF
PALOS VERDES ESTATES, CALIFORNIA**

April 24, 2012

A regular meeting of the City Council of the City of Palos Verdes Estates was called to order this day at 6:39 PM in the Council Chambers of City Hall by MPT Goodhart.

PUBLIC COMMENT ON CLOSED SESSION ITEM(S)

No one came forward to speak. MPT Goodhart recessed the meeting to Closed Session.

CLOSED SESSION (6:39 P.M. – 7:39 P.M.)

- **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE § 54956.9(A):**
 1. **GDOWSKI V. CITY OF PALOS VERDES ESTATES, LACSC CASE NO. BC48184**
 2. **KOCARSLAN V. CITY OF PALOS VERDES ESTATES, LACSC CASE NO. BS136691**
 3. **PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT V. PALOS VERDES HOMES ASSOCIATION, ET AL, LACSC CASE NO. BC431020**
- **CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION PURSUANT TO GOVERNMENT CODE § 54956.9(C)**
NUMBER OF CASES: 2

MPT Goodhart reconvened the meeting the Regular Session at 7:39 p.m.

PLEDGE OF ALLEGIANCE

City Attorney Hogin reported that Closed Session Agenda Items Nos. 1 and 2 were discussed in Closed Session; at 6:55 p.m. Councilmember Humphrey announced her recusal from discussion on Item No. 3, citing conflict of interest, and left the room. City Attorney Hogin reported that City Council authorized her office to file a cross complaint in the matter of Kocarslan v. City of Palos Verdes Estates, took no other reportable action, and that the Council will continue into Closed Session at the conclusion of this evening's Regular meeting.

ROLL CALL

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PRESENT: Mayor Pro Tem Goodhart, Councilmember Humphrey, Councilmember Perkins, Councilmember Rea
 ABSENT: Mayor Bird (Arrived at 10:35 p.m.)

ALSO PRESENT: City Manager Smith, Police Chief Dreiling, Public Works Director Rigg, City Treasurer Sherwood, City Attorney Hogin, Asst. to City Manager Davis, Asst./Deputy City Clerk Kroneberger, Assistant City Attorney Holly Agrusa

MAYOR'S REPORT - MATTERS OF COMMUNITY INTEREST

- PRESENTATION BY SOUTHERN CALIFORNIA EDISON COMPANY: STATUS OF FIRST QUARTER CAPITAL IMPROVEMENTS, PALOS VERDES RELIABILITY PROJECT

Marvin Jackmon, Southern California Edison Regional Public Affairs Manager. SCE V.P.s were present at a meeting held at PVE City Hall on February 29th, with all four Peninsula city managers and staff. He reported on the SCE Containment Plan, which includes an additional \$1 million to spent in the City this year; they are installing fault indicators or fuse switches in 12 areas on the Peninsula to minimize customer outages. Part of the plan includes switching customers from overhead structures to the Bauxite Circuit, which has had no outages from November to February 28th. Their proposed long term Master Plan divides the Peninsula into four phases, PVE is part of the first phase. It will cost of ~\$25 million to complete each phase. They looked at circuit reliability, customer outages, and outage history, and what's planned for the upcoming year to determine needs for each area. They are already doing \$4 million work on Peninsula this year. Funding is provided through CPUC through a general rate case that takes place every 3 years; the rate case decision is expected later this year, and will determine the funding available for the planned infrastructure work.

Mr. Jackmon said they've completed installation of 2.5 miles of underground cable replacement on the Bauxite circuit in the City; they replaced bad cable on PVDW and Via Montemar, and on Margate and Addison at a cost of \$50,000 at both locations; they've also added two additional projects RH and RPV, for a cost of \$1 million to improve reliability on the Peninsula.

Responding to December inquiries, Mr. Jackmon said LaCanada has a similar geographic area to the peninsula, Santa Monica has similar coastal/sea air issues and SCE has invested proportionately. He said SCE now knows about \$100 million is needed to ensure service reliability for the Peninsula but they can't spend more money than they get from CPUC. He explained that decisions on a rate cases are not provided by city; SCE invests over their entire service area. Going forward, there is the potential for undergrounding utilities some areas with Rule20 funds (no cost); they are researching if any parts of the City would qualify, such as Lunada Bay; the area must be on an arterial street to meet one criteria.

Councilmember Humphrey said she was excited about the possibility of moving forward with undergrounding projects and suggested Mr. Jackmon work with staff to identify projects that were previously determined to be cost prohibitive. She confirmed with Mr. Jackmon that circuit

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switchover plans to move customers to the Bauxite circuit are scheduled to be completed by the end of May, except for Via Borica in RPV.

Councilmember Perkins confirmed with Mr. Jackmon that the switchover is to occur from the Coveview to the Bauxite site. She asked how the rate case baseline determined. Mr. Jackmon responded that the utilities rarely get what they ask for; it is hard to determine what the final funding will be. Councilmember Perkins asked if they are set only at current rates will there be enough to go ahead with these projects; Mr. Jackmon said he thinks they will get more than what they anticipate, and if that's the case these projects will go forwarded.

Councilmember Rea asked if underground cables are prone to less outages than overhead wires; Mr. Jackmon said yes, generally, because there are less weather issues and they tend to be more reliable. Councilmember Rea, referring to the list of power outages provided, what caused underground cable to fail. Mr. Jackmon said CIC cable was installed without conduit back in the 70's; and it's deteriorating. He said it is not as part of what's used in Rule 20; they are not using 1970's technology; there will be new cable underground.

MPT Goodhart asked what the backup plan is if they don't get the \$100 million funding they request from the PUC. Mr. Jackmon said they expect the projects to take 9-12 years to complete (3-4 years per rate case). They will get some funds and will look to areas where the help is needed. MPT Goodhart confirmed that anyone may weigh in on a rate case; to recover those funds, residents rates would go up as a result. He confirmed with Mr. Jackmon that they expect to complete the last project on Borica in June or July; he would plan to report back in late July or August.

CONSENT AGENDA (ITEMS 1 - 8a-f)

On motion of Councilmember Humphrey, seconded by Councilmember Rea, Council approved CONSENT AGENDA (Items 1 – 8f) by unanimous oral vote, except for Item 8f; Perkins recused.

1. WAIVE FURTHER READING
2. CITY COUNCIL MINUTES OF APRIL 10, 2012
3. MONTHLY FINANCIAL REPORT - MARCH 2012
4. APPROVAL OF RESIDENTIAL REFUSE AND RECYCLING COLLECTION CONTRACT BEGINNING JULY 1, 2012 TO ATHENS SERVICES
5. SPECIAL EVENT APPLICATION AND REQUEST TO POST SIGNS/FLAGS FOR THE ANNUAL PALOS VERDES INDEPENDENCE DAY CELEBRATION ON WEDNESDAY, JULY 4, 2012, AT THE MALAGA COVE SCHOOL GROUNDS FROM 9:30 A.M. TO 3:00 P.M.

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6. PARKLANDS COMMITTEE MEETING ITEMS OF APRIL 9, 2012

- a. PC-340-12; Application to remove 1 New Zealand Christmas tree located in the City parkway adjacent to 4037 Via Largavista

Applicant: Bruce Dalrymple
4037 Via Largavista
Palos Verdes Estates, CA 90274

Action: Approved (5-0). The applicant is approved to remove 1 New Zealand Christmas tree located in the parkway adjacent to 4037 Via Largavista according to the 'Standard Conditions for Tree Removal Approvals'. One replacement tree is required.

- b. PC-341-12; Application to remove 1 silver dollar Eucalyptus tree located in the City parkway adjacent to 2001 Paseo Del Sol

Applicant: Ellen Kim
2001 Paseo Del Sol
Palos Verdes Estates, CA 90274

Action: Approved (5-0). The applicant is approved to remove 1 silver dollar Eucalyptus tree located in the parkway adjacent to 2001 Paseo Del Sol according to the 'Standard Conditions for Tree Removal Approvals'. One replacement tree is required.

7. TRAFFIC SAFETY COMMITTEE MEETING ITEM OF APRIL 11, 2012

- a. Resident Request for NO STOPPING ANYTIME Sign near 704 Paseo Del Mar

Action: Recommended that staff 1) install two NO STOPPING ANYTIME signs, one at each end of the existing red curb area. (Approved 5-0)

8. PLANNING COMMISSION ACTIONS OF APRIL 17, 2012

- a. **Planning Commission Resolution No. 2012-0569;** Confirming the Planning Commission's denial of **NC-1432/GA-1489/M-840-11;** Consideration of Neighborhood Compatibility, Grading and Miscellaneous Applications for a new single family residence located at 1613 Via Garfias. Lot 4, Block 1375, Tract 6889.

Applicant: Cauthen Design Inc.
17072 Tiffany Cr.
Huntington Beach, CA 92649
Owner: Fias Homes LLC

314 Tejon Pl.
Palos Verdes Estates, CA 90274

Action: Approved (5-0).

- b. **Planning Commission Resolution No. 2012-0592;** Confirming the Planning Commission's denial of **M-854-12;** Consideration of a Miscellaneous Application for structures exceeding the maximum allowable height at the single family residence located at 3004 Paseo Del Mar. Parcel 2 of parcel map 70848, as recorded in PMB 367-12-14.

Applicant: Jesus Meza
5912 Tipton Way
Los Angeles, CA 90042
Owner: Michael & Gina Mulligan
1325 Via Cataluna
Palos Verdes Estates, CA 90274

Action: Approved (5-0).

- c. **M-863-12;** Consideration of a Miscellaneous Application for improvements to the existing pumping plant within the City right-of-way across from 1500 Paseo Del Mar.

Applicant: Sanitation Districts of Los Angeles County
920 S. Alameda St.
Compton, CA 90221

Action: Approved (5-0) with standard conditions and the following additional conditions: 1) A license agreement is to be executed for the additional nonstandard work within the City right-of-way; 2) All existing trees and bushes are to be protected in place during construction. If any changes to vegetation are necessary, the City Forester is to be contacted prior to any additional work.

- d. **NC-1439-12;** Consideration of a Neighborhood Compatibility Application for additions and remodeling of the existing single family residence located at 384 Via Almar. Lot 7, Block 1514, Tract 6886.

Applicant: Jeffrey A. Dahl
18681 Amalia Lane
Huntington Beach, CA 92648
Owner: Jarret Johnson & Georgiana Rosenkranz

Action: Approved (5-0) with standard conditions.

- e. **M-862-12;** Consideration of a Miscellaneous Application for a structure exceeding the maximum allowable height at the single family residence located at 3820 Via Palomino. Lot 15, Block 6217, Tract 6887.

Applicant: Pritzkat & Johnson Architects, Inc.
304 Vista Del Mar, Suite D
Redondo Beach, CA 90277
Owner: Heidi & Erin Hoffman

Action: Approved (5-0) with standard conditions.

- f. **M-865-12;** Consideration of a Miscellaneous Application for a non-standard encroachment within the City right-of-way adjacent to the single family residence located at 1500 Paseo La Cresta. Lot 1, Block 4, Tract 8043.

Applicant/Owner: Daniel & Margaret Gruen

Action: Approved (5-0) with standard conditions and the following additional condition: 1) Paragraph 9 of Resolution PCR 2012-0603 be amended to add the language “or concerning any construction within the right-of-way pursuant to this application”.

COMMUNICATIONS FROM THE PUBLIC

Louis Zakin, resident, said he has experienced no additional power outages since Southern California Edison began their improvements and they are making positive progress, and acknowledged the communications he’s received from SCE and City management.

PUBLIC HEARINGS

9. **APPEAL OF PLANNING COMMISSION CERTIFICATION OF EIR STATE CLEARINGHOUSE NO. 2010051022; ENVIRONMENTAL IMPACT REPORT FOR THE DEMOLITION OF THE EXISTING SINGLE FAMILY RESIDENCE AND THE CONSTRUCTION OF A NEW SINGLE FAMILY RESIDENCE AT 504 PASEO DEL MAR. LOT 2, BLOCK 1510, TRACT 6886**

Appellant: Los Angeles Conservancy
523 W. Sixth Street, Suite 826
Los Angeles, CA 90014

Applicant: Edward Carson Beall
23727 Hawthorne Blvd.
Torrance, CA 90505

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Owner: Mark Paullin
 504 Paseo Del Mar
 Palos Verdes Estates, CA 90274

Deputy City Clerk Kroneberger confirmed public notice was given.

Planning Director Rigg said applications for this site were first reviewed by the Planning Commission in June 2009. Concerns were raised about the impacts of the project, there was discussion about the historical or architectural significance of the home and the project was denied. He said the City does not have a historical preservation ordinance and no findings were required for the demolition of the home; however, staff determined the existing residence required environmental review. A draft EIR was prepared and circulated for public review in October 2010; comments were received and addressed within the final EIR, available for public review on December 7, 2011. He said the EIR considered 4 alternatives to the project; each of the enumerated alternatives was found to be infeasible in the final EIR. Neighborhood Compatibility and Grading Applications, as well as the EIR, were presented on December 20, 2011 to the Planning Commission; they voted 3-1 to certify the EIR, adopt the Findings of Fact and Statement of Overriding Consideration, and the additional mitigation measures identified in the Mitigation, Monitoring, and Reporting Program; the Neighborhood Compatibility and Grading applications were continued, but approved unanimously by the Commission on March 20, 2012, with conditions. Director Rigg said an appeal was filed on the EIR by Los Angeles Conservancy, but the City Council review of the appeal was delayed while the Planning Commission reviewed the Neighborhood Compatibility and Grading applications. The appeal states that the EIR fails to consider feasible preservation alternatives, fails to analyze a reasonable range of alternatives, provides insufficient evidence that preservation is infeasible, and fails to respond to submitted comments; the appeal does not appeal or challenge the Planning Commission's approval of the Neighborhood Compatibility and Grading applications. Director Rigg summarized the alternatives available to the Council for consideration this evening.

City Attorney Hogin said EIR's are not seen frequently in a residential community; the fact the house was built by Wright was unique and worth a closer look. If there is evidence, the City is required to do full EIR. The point of the EIR is to lay out the potential impacts and range of alternatives Council may consider. The appeal complains about the reasonableness of the range of alternatives and questions that the alternatives are infeasible.

Councilmember Perkins commented that it is the applicant's prerogative to determine the project. Attorney Hogin agreed, but within reason; it is a reasonable objective to have a usable backyard and usable house for the owner; in certifying the EIR, the Planning Commission didn't rely on the objectives because of the age and status of structure.

Councilmember Rea confirmed that the determination for the necessity of the EIR was made by staff; this is first time it is before the City Council. Attorney Hogin confirmed that case law would support the need for an EIR.

MPT Goodhart asked if there has been any activity since the appeal was filed to respond to the L.A. Conservancy's questions. Attorney Hogin explained that the draft EIR is circulated for public

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comments; the lead agency then responds, in writing, to those comments within the final EIR. She said the Conservancy questions that the responses were not adequate in the final EIR; the Planning Commission was satisfied that they were. Director Rigg clarified that a professional consultant prepared the EIR and responses with staff's review, but the Planning Commission ultimately made the decision that it was adequate.

MPT Goodhart said we do not have an ordinance for historical structures, and asked for clarification regarding established CEQA criteria, and its relationship to the homeowner's objectives. Attorney Hogin said they are looking at whether or not the EIR prepared studied a reasonable range of alternatives, and whether or not the City has identified any and all feasible mitigation measures that could be imposed in order to prevent any significant adverse impacts to the cultural resource.

Adrian Scott Fine, Director of Advocacy, Los Angeles Conservancy, (appellant representative) said the Moore House is an architecturally and historically significant home and work of master architect Lloyd Wright, son of Frank Lloyd Wright; the house is extraordinarily unique. The reason for the appeal is based on state law and CEQA compliance; requirements they do not believe were adequately addressed resulting in a flawed EIR process. He said the focus must be on EIR process; personal preferences are not relevant or override the process. It does not meet the evaluation range of reasonable alternatives to avoid significant effects of the project; CEQA is clear and requires a preservation alternative be studied and presented. He said the EIR fails to evaluate a single sincere preservation alternative; when wanting a bigger house, it is logical and reasonable to analyze the potential for expansion, but it was not included. The Conservancy commissioned their own analysis to demonstrate how this could be accomplished--a preservation alternative with a sensitive addition would meet the standards, avoid or substantially lessen the significant impacts to the Moore House, and could potentially meet many of the projects objectives. Despite numerous comments submitted asking for this evaluation, no such alternative was contained in the EIR. He said the final EIR does not demonstrate a good faith effort with a preservation alternative; a "no project" alternative does not meet the standard as part of CEQA. He said they met with the owner to present a preservation alternative. He said the EIR does not take into account available Code flexibility by utilizing the California Historic Building Code. He said the City's Statement of Overriding Considerations is generic and doesn't provide substantial evidence and favors the applicant, and the only alternative is to deny the EIR.

Mark Paullin, applicant/owner, said their dream was to be residents in Malaga Cove and when availability came on Paseo del Mar, they found there were no restrictions on demolition and purchased this home. They presented a home to the Planning Commission; it was found too high per neighborhood opposition, and there was a complaint regarding conservation. They've since lowered the home and now have support of neighbors. He said it is unusual to be required to do an EIR. He said their objective is for a secure backyard that is not too small. There is only a view from the living room; it did not satisfy their objectives. He said it extremely expensive to live in that house; they would like a home that fits that neighborhood. It's been a three year process and he asked Council to uphold the Planning Commission's decision.

The following members of the public spoke in support of the appeal and retaining the home:

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Terry Taketa, Hermosa Beach
 Stephen Russo, Long Beach

Regina O'Brien, Chair of Modern Committee of the L.A. Conservancy
 Eric Lloyd Wright, Malibu
 Anne O'Brien, Hollywood Riviera
 Alan Hess, Irvine, architectural historian
 Sheri Saperstein, Los Angeles
 Logan Madison, Long Beach
 Dana Hutt, architectural historian/author

Linda Akyuz, Redondo Beach, said there are CEQA questions; it is a historical resource that meets national and California Register criteria, with alterations to retain its integrity. It has to have an historical preservation alternative within the EIR, and from a legal standpoint, she said a preservation option needs to be put in place; it was not exempted because of its significance.

Robert McMurray, Santa Monica, CEQA attorney, said a single family house that is subjected to EIR is unusual. Part of this process was to make sure that CEQA is followed. He said the EIR was done with great care and was thorough; it was done appropriately.

The following members of the public did not support approval of the appeal:

David Cobabe, resident
 Lee Minshull, resident
 John Phillips, resident
 Rene Scribe, resident
 Steve Friedrich, resident
 Scott Lettelier, resident
 Raju Chhabria, resident
 Don Tuffli, resident
 George Romine, resident
 Phillip Dance, resident
 Sal Gonzales, resident
 Sunni McBride, resident
 Norman Eagle, resident
 Norman McKnight, resident
 Julie Pond, resident
 David Buxton, resident
 Chris Vancera, resident,
 Charles Peterson, resident
 John Tulchin, resident

Mr. Fine said from the L.A. Conservancy's standpoint, all comments were appreciated. He said mid-century architecture is a discussion spoken across the country—its heritage and it's historic. They are doing this because of the significance of this property; it is not about personal tastes or

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preferences, it is all CEQA driven, which he said Commissioner Chang also questioned that issues were unsupported. He said it is a matter of CEQA law that forces the process, which was flawed. He said they should stop, look, and listen to the process; the impact is avoidable in this case. The public benefits purported can be achieved by the rehabilitation and expansion of this residence; it is not just about community, it is protected by the State. He said the house cannot be moved; moving is not technically feasible. It is an extraordinary circumstance involving a single family residence; it is an extraordinarily significant house and architect.

Mr. McMurray, on behalf of Mr. Paullin, said they can't significantly modify or take down this house; the L.A. Conservancy does not provide alternatives. He questioned if all 70 Lloyd Wright houses in California are to be preserved in perpetuity. In this case, he said he didn't think this is the right decision.

MPT Goodhart closed the public hearing.

City Attorney Hogin said the fluidity of the EIR and the Planning Commission's recommendation isn't dependent on any specific objective that stands in the way of making a finding for a preservation alternative. She said other alternatives are to keep the outside of home, or facade, and then moving it entirely. The EIR found issues with feasibility of all alternatives. Council is to use their best judgment. The Planning Commission found that there was evidence that the alternatives were not feasible. The experts' qualifications are specific; issues of structural integrity are the same, and Council can rely on the reports of the experts. She said Overriding Considerations testimony undersold what the Planning Commission found; it is a matter of community concern regarding energy efficiency and sustainability of the house. Building a more energy efficient home has been given value. Palos Verdes Estates is a planned community; keeping aesthetic and architectural vision in mind is a benefit community wide and is consistent with the City's general plan.

Councilmember Rea asked the City Attorney if the process was followed appropriately. She responded yes; they were very careful; the City has not cut any corners and has been very thorough.

Councilmember Humphrey agreed the EIR was thorough; the process has been going on for 3 years, with significant staff reports and documentation; the draft EIR was circulated; comments were received, then circulated again in 2011. Concerns that it was not done thoroughly are not accurate. She said the four alternatives did not pan out and seismic work is not feasible. She said the process was followed and she supported upholding the Planning Commission's decision. She stated she was a supporter of historical buildings herself, but she did not think this house is survivable in its current state. She believed CEQA was followed, the Planning did a its job, and the EIR was good.

Councilmember Rea said he read EIR and staff report thoroughly, and concurred with Councilmember Humphrey. He said our City has a Neighborhood Compatibility ordinance; it is unique, and fairly descriptive of its purpose. It considers if a structure fits in with the neighborhood and a variety of factors, which includes consideration of neighborhood character. He did not feel this house is in character with neighborhood. He said the house that the Planning Commission approved will be and it has not been appealed. Seismic and structural problems with the house were

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not discussed this evening; he said the engineering report was quite instructive. The same design features that make this house unique also make it unsafe; and he said the most important function of city government is safety. Various alternatives don't work because the seismic and structural improvements/corrections would require removal or significant alteration of those features. He said there is a dangerous condition here and opined that maybe the Moore house is temporarily occupying this place. There are 15 ton panels and severely overstressed walls in the house; one by a factor of 33 times as provided in the structural report. Moving the house would mean design features would have to be changed and lost. He supported affirmation of the Planning Commission's decision to certify the EIR.

Councilmember Perkins said she read the EIR in great detail and considered the testimony heard tonight. Architecture has to be part of the conversation, and she was assured that this process was a good one. She was also assured that there was adequate response to comments in the final EIR. Aspects of historic preservation were not feasible, and she was troubled by the safety aspects that exist with the home. She did not support requiring someone live in a house which lacks integrity. She said the process was thorough and she saw nothing in the report or testimony that would require an alternative that forces the homeowner to preserve it. She supported upholding the Planning Commission's decision to certify the EIR.

MPT Goodhart thanked everyone for their comments. The EIR complete and comprehensive. He said the house is clearly unique and he was appalled by the condition of the home; he agreed with structural engineer's comments. Extensive modification would be required and opined it would not stand structural redesign. He appreciated the architect Wright and the Wayfarer's Chapel structure, where he was married himself. He said he finds in favor the Planning Commission; the process was well followed, comprehensive and thorough. He said they've stopped, looked, and listened for 3 years.

On motion of Councilmember Perkins, seconded by Councilmember Humphrey, City Council denied the appeal of the Planning Commission's Certification of EIR State Clearinghouse No. 2010051022; Environmental Impact Report for the Demolition of the Existing Single Family Residence and the Construction of a New Single Family Residence Located at 504 Paseo Del Mar, and adopted Resolution R12-10, by the following roll call vote:

AYES:	Humphrey, Perkins, Rea, Goodhart
NOES:	None
ABSENT:	Bird
ABSTAIN:	None

MPT Goodhart called a brief recess at approximately 10:22 p.m., and reconvened the meeting at 10:32 p.m.

OLD BUSINESS

NEW BUSINESS

STAFF REPORTS

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10. City Manager's Report

City Manager Smith asked Council to confirm a date for budget workshop. Concurrence was to schedule the workshop on Thursday, May 24th at 7a.m.

DEMANDS

11. Demands of April 24, 2012

On motion of Councilmember Perkins, seconded by Councilmember Humphrey, Council approved payment of Motion #1 - Payroll Warrant of April 13, 2012, totaling \$268,778.29, and Motion #2 - Warrant Register of April 24, 2012, totaling \$522,021.81 by unanimous oral vote.

MAYOR & CITY COUNCILMEMBERS' REPORTS – None.

MPT Goodhart recessed to Closed Session at 10:36 p.m., at which time Mayor Bird joined the Session. Councilmember Humphrey recused herself from participation, citing conflict of interest, and departed City Hall. MPT Goodhart reconvened the meeting to Regular Session at 11:12 p.m. City Attorney Hogin reported that Council took no reportable action in Closed Session. MPT Goodhart adjourned the meeting to Tuesday, May 8, 2012 in Council Chambers of City Hall for the purpose of a Regular Meeting.

RESPECTFULLY SUBMITTED,

**VICKIE KRONEBERGER,
EXECUTIVE ASSISTANT/DEPUTY CITY CLERK**

APPROVED BY:

GEORGE F. BIRD, JR., MAYOR

CITY COUNCIL
April 24, 2012



MEMORANDUM

Agenda Item: 3
Meeting Date: May 8, 2012

TO: JUDY SMITH, CITY MANAGER *J*
FROM: JOSEPH C. SHERWOOD, JR., CITY TREASURER *JCS*
SUBJECT: TREASURER'S REPORT ON CASH BALANCES – APRIL 2012

Conclusion and Recommendation:

It is recommended that the City Council receive and file the report.

**CITY OF PALOS VERDES ESTATES
TREASURER'S REPORT ON CASH BALANCES - APRIL 2012**

GENERAL LEDGER - CASH BALANCES:

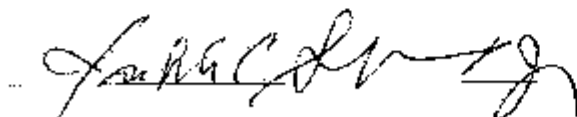
GENERAL	8,452,014.48
GAS	75,052.91
DRUG	74,551.65
CLELP	620.99
SLESH	99,077.48
SPECIAL PROJECTS	602,795.97
CORRECTIONS	5,777.55
FIRE ASSESSMENT DISTRICT	253,723.25
TRANSIT PROP A	365,116.45
MEASURE R	205,084.13
TRANSIT PROP C	136,169.07
CAPITAL IMPROVEMENT	9,789,439.96
STABLE OPERATING	134,278.98
EQUIPMENT REPLACEMENT	2,484,725.27
INSURANCE	620,226.05
DEPOSITS	146,370.94
A D 21 BOND RES	
ENT F/A STABLE	(169,191.00)
SEWER FUND	6,247,106.57
POLICE PROPERTY/EVIDENCE	11,065.20
TOTAL PER G/L	<u>\$ 29,534,005.90</u>

ADJ BOOK BALANCE	<u><u>\$ 29,534,005.90</u></u>
------------------	--------------------------------

BANK BALANCES AS OF APRIL 30, 2012

LAIF	22,919,863.55
INVESTMENTS (AT COST)	6,000,000.00
MONEY MARKET	521,419.84
AFLAC - FSA	-
GENERAL CHECKING	101,102.51
PVE PARKING	620.00
	<u><u>\$ 29,543,005.90</u></u>

I certify that this report accurately reflects all City investments and complies with the investment policy of the City of Palos Verdes Estates as approved by the City Council. Furthermore, I certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months. Respectfully submitted,



Treasurer, Joseph C. Sherwood, Jr.

5/2/12

Dated

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-8001
(916) 653-3001
CITY OF PALOS VERDES ESTATES

www.treasurer.ca.gov/pmia

-laif

May 01, 2012

TREASURER
340 PALOS VERDES DRIVE WEST
PALOS VERDES ESTATES, CA 90274

PMIA Average Monthly Yields

Account Number: 98-19-629

Transactions

Tran Type Definitions

April 2012 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
4/13/2012	4/12/2012	QRD	1355360	SYSTEM	20,223.17
4/20/2012	4/20/2012	RD	1358276	LORI YAMASAKA	3,000,000.00
4/26/2012	4/26/2012	RD	1358700	LORI YAMASAKA	350,000.00

Account Summary

Total Deposit:	3,370,223.17	Beginning Balance:	19,549,640.38
Total Withdrawal:	0.00	Ending Balance:	22,919,863.55



Account Number
6736303330

Account Name
CITY PALOS VERDES ESTATES

Account Statement

Statement Period

April 1, 2012 through April 30, 2012

Asset Detail - Principal Portfolio

Government Obligations

Asset Name

CUSIP

Shares/ Units Held

Cost Basis

Market Value

Price/ Date Priced

Percentage of Portfolio

Current Yield

Estimated Annual Income

Federal Govt Agency

FEDERAL NATL MTG ASSN 1.3750%
02/28/2016

3136FR3J5

1,000,000.000

1,000,000.00

1,003,500.00

100.3500
04/30/2012

15.55%

1.37%

13,750.00

FEDERAL FARM CR BK 5 1.1000%
11/1/2016

3135EABY3

1,000,000.000

1,000,000.00

1,000,100.00

100.1100
04/30/2012

16.62%

1.10%

11,000.00

FEDERAL HOME LN MTG CORP 1.7500%
11/15/2016

3134G2ZM1

1,000,000.000

1,000,000.00

1,000,300.00

100.0300
04/30/2012

15.63%

1.75%

17,500.00

FEDERAL NATL MTG ASSN 1.6250%
11/21/2016

3136ETQJ7

1,000,000.000

1,000,000.00

1,004,630.00

100.4630
04/30/2012

16.73%

1.62%

16,250.00

FEDERAL FARM CR BK 5 1.2700%
01/18/2017

31331K8Y7

1,000,000.000

1,000,000.00

1,004,660.00

100.4660
04/30/2012

16.70%

1.26%

12,700.00

FEDERAL NATL MTG ASSN NOTES
DTD 03/20/2012 1.35% 03/28/2017

3136FT3V3

1,000,000.000

1,000,000.00

1,002,860.00

100.2860
04/30/2012

16.67%

1.35%

12,600.00

Total Government Obligations

\$6,015,910.00

100.00%

1.41%

\$84,700.00

Total Principal Portfolio

\$6,015,910.00

100.00%

1.41%

\$84,700.00

Total Account Values

\$6,015,910.00

100.00%

1.41%

\$84,700.00



MEMORANDUM

Agenda Item: 4
Meeting Date: May 8, 2012

TO: JUDY SMITH, CITY MANAGER *JMS*
FROM: JOSEPH C. SHERWOOD, JR., CITY TREASURER *JCS*
SUBJECT: TREASURER'S QUARTERLY INTEREST REPORT
DATE: MARCH 31, 2012

Conclusion and Recommendation:

It is recommended that the City Council receive and file the report.

TO: Honorable Mayor and City Council

FROM: Joseph C. Sherwood, City Treasurer



SUBJECT: Quarterly Interest Report

The following is a summary of the interest earned from the investment program for the period of January 1, 2012 through March 31, 2012. This amounts to an average cash yield of 0.643%.

The portfolio is in compliance with the Investment Policy. There are sufficient funds for the next six months expenditures. The attached Custodial Account Statements provide detailed security information for the end of this period. Also attached is the LAIF Quarterly Interest Statement.

<u>FUND</u>	<u>INTEREST ALLOCATION</u>
GENERAL FUND	\$14,568.07
GAS TAX	\$120.56
DRUG INTERVENTION	\$112.63
CLEP	\$1.00
C.O.P.S.	\$146.78
SPECIAL PROJECTS	\$1,006.14
CORRECTIONS TRAINING	\$0.00
FIRE SUPPRESSION DISTRICT	(\$284.48)
TRANSIT TAX PROP A	\$582.52
MEASURE R	\$299.47
TRANSIT TAX PROP C	\$175.68
CAPITAL IMPROVEMENTS	\$14,320.96
STABLE OPERATIONS	(\$72.92)
EQUIPMENT REPLACEMENT	\$3,909.51
LIABILITY INSURANCE	\$894.83
SPECIAL DEPOSITS	\$234.86
SEWER FUND	\$9,755.64
ASSESSMENT DISTRICT REFUND	\$0.00
POLICE PROPERTY/EVIDENCE	\$17.75
BOND RESERVE	\$0.00
GL CASH VS BOOK ADJUSTMENT	\$0.00
TOTAL:	\$45,789.00

<u>TREASURY INVENTORY BY TYPE</u>	<u>TOTAL DOLLARS</u>	<u>PERCENT OF TOTAL</u>
ACTIVE DEPOSIT	\$113,039.88	0.41%
MONEY MARKET	\$585,769.74	2.15%
PVE PARKING	\$100.00	0.00%
STATE INVESTMENT POOL (LAIF)	\$19,549,640.38	71.75%
GOVERNMENT AGENCIES (Cost Value)	\$7,000,000.00	25.69%
TOTAL:	\$27,248,550.00	100.00%
 <u>INTEREST EARNED BY TYPE</u>		
STATE INVESTMENT POOL (LAIF)	\$20,223.17	44.17%
GOVERNMENT AGENCIES	\$25,500.00	55.69%
CORPORATE BONDS (Medium Term Note)	\$0.00	0.00%
MONEY MARKET	\$65.83	0.14%
TOTAL:	\$45,789.00	100.00%



JOHN CHIANG

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	PALOS VERDES ESTATES
Account Number	98-19-629

As of 04/13/2012, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 03/31/2012.

Earnings Ratio		.00001033084098709
Interest Rate		0.38%
Dollar Day Total	\$	1,957,553,217.82
Quarter End Principal Balance	\$	19,549,640.38
Quarterly Interest Earned	\$	20,223.17



ITC, INSTITUTIONAL CUSTODY
350 CALIFORNIA STREET, 6TH FLOOR
SAN FRANCISCO CA 94104

----- Mailing Line -----

CITY PALOS VERDES ESTATES
ATTN: JOSEPH SHERWOOD, JR.
340 PALOS VERDES DR. W.
PALOS VERDES ESTATES, CA 90274

Account Statement

Statement Period

March 1, 2012 through March 31, 2012

Account Number

6736338330

Account Name

CITY PALOS VERDES ESTATES

Relationship Manager

CARLEN CONIENDO

415-706-7107

Online Access

unionbank.com/ir/standeustody

Investment Manager

DIRECTED

Contents

Account Summary

Principal Portfolio Summary

Unrealized Gain/Loss Summary

Cash Transactions Summary

Asset Detail

Maturity Summary

Transaction Detail

Overview of Total Account Value

Closing Value on 3/31/2011

\$6,012,480.00

Opening Value on 03/01/2012

\$7,003,390.00

Closing Value on 03/31/2012

\$6,999,560.00

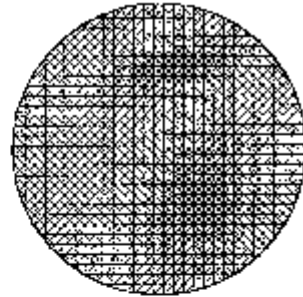
Net Change For Period

(\$3,830.00)

Overview of Account by Investment Category

Your Current Portfolio Mix

<input checked="" type="checkbox"/>	% of Total Account	Market Value	Description
	100.00%	\$6,999,560.00	Government Obligations
	100.00%	\$6,999,560.00	Total Account Value





Account Number
6786305330

Account Name
CITY PALOS VERDES ESTATES

Account Statement

Statement Period

March 1, 2012 through March 31, 2012

Principal Portfolio Summary

Description	Market Value	Percentage of Portfolio	Current Yield
Government Obligations	6,999,560.00	100.00%	1.42%
Total Principal Portfolio	\$6,999,560.00	100.00%	1.42%

Unrealized Gain/Loss Summary

Description	Cost Basis	Market Value	Gain/Loss
Government Obligations	7,000,000.00	6,999,560.00	(\$440.00)
Total Gain/Loss	\$7,000,000.00	\$6,999,560.00	(\$440.00)

Cash Transactions Summary

	Principal Cash
Receipts	
Checking/Savings Withdrawal	999,125.00
Interest	15,000.00
Sales	1,000,000.00
Total Receipts	\$2,008,125.00
Disbursements	
Purchases	(1,000,000.00)
Checking / Savings Deposit	(1,008,125.00)
Total Disbursements	(\$2,008,125.00)
Total Net Transactions	\$0.00



Account Number
6736305330

Account Name
CITY PALOS VERDES ESTATES

Account Statement

Statement Period

March 1, 2012 through March 31, 2012

Asset Detail - Principal Portfolio

Government Obligations

Asset Name	CUSIP	Shares/ Units Held	Cost Basis	Market Value	Price/ Data Price	Percentage of Portfolio	Current Yield	Estimated Annual Income
Federal Govt Agency								
FEDERAL NATL MTG ASSN 1.3750% 9/28/2016	3138FR3U5	1,000,000.000	1,000,000.00	1,003,400.00	100.3400 03/30/2012	14.32%	1.37%	13,750.00
FEDERAL NATL MTG ASSN 1.5000% 10/28/2016	3138FTA03	1,000,000.000	1,000,000.00	1,000,850.00	100.0850 03/30/2012	14.30%	1.50%	15,000.00
FEDERAL FARM CR BKS 1.1000% 11/1/2016	3138EABY3	1,000,000.000	1,000,000.00	994,300.00	99.4300 03/30/2012	14.24%	1.11%	11,000.00
FEDERAL HOME LN MTG CORP 1.7500% 11/1/2016	3134C22W7	1,000,000.000	1,000,000.00	1,001,430.00	100.1430 03/30/2012	14.37%	1.75%	17,500.00
FEDERAL NATL MTG ASSN 1.6250% 11/2/2016	3138FTQJ7	1,000,000.000	1,000,000.00	1,003,340.00	100.3340 03/30/2012	14.50%	1.62%	16,250.00
FEDERAL FARM CR BKS 1.2700% 11/8/2017	31331K6Y7	1,000,000.000	1,000,000.00	999,350.00	99.9350 03/30/2012	14.28%	1.27%	12,700.00
FEDERAL NATL MTG ASSN NOTES DTD 03/28/2012 1.35% 03/28/2017	3136FT3Y3	1,000,000.000	1,000,000.00	996,850.00	99.6850 03/30/2012	14.24%	1.35%	13,500.00
Total Government Obligations			\$7,000,000.00	\$6,999,560.00		100.00%	1.42%	\$99,700.00
Total Principal Portfolio			\$7,000,000.00	\$6,999,560.00		100.00%	1.42%	\$99,700.00
Total Account Values			\$7,000,000.00	\$6,999,560.00		100.00%	1.42%	\$99,700.00



Account Number
6738336320

Account Name
CITY PALOS VERDES ESTATES

Account Statement

Statement Period

March 1, 2012 through March 31, 2012

Maturity Summary

	Face Value	Par Value	Cost Basis	Market Value	Percentage of Market Value
2012					
2013					
2014					
2015					
2016		5,000,000.00	5,000,000.00	5,003,300.00	71.48%
2017		2,000,000.00	2,000,000.00	1,996,260.00	28.52%
2018					
2019					
2020					
2021					
Ten-to-Fourteen Years					
Fifteen-to-Nineteen Years					
Twenty Years and Over					
Total	\$0.00	7,000,000.00	\$7,006,000.00	\$6,999,560.00	100.00%

Transaction Detail

Date	Activity	Description	CUSIP	Principal Cash	Cost Basis
Beginning Balance					
03/20/12	Sales	FULL CALL 1,000,000 PAR VALUE OF FIMA NT 1.625% 3/20/16 TRADE DATE 03/20/12 FULL CALL	3136FR2J1	\$0.00	\$7,000,000.00
				1,000,000.00	(1,000,000.00)
03/20/12	Interest	CASH RECEIPT OF INTEREST EARNED ON FIMA NT 1.625% 3/20/16 0.00012541 PV ON 1,000,000 PAR VALUE DUE 3/20/20	3136FR2J1	8,125.00	
03/20/12	Checking + Savings Deposit	CASH DISBURSEMENT TRANSFER TO US CHKING/SAVING ACCOUNT NUMBER: 2740013931		(1,008,125.00)	



Account Number
6736306330

Account Name
CITY PALOS VERDES ESTATES

Account Statement

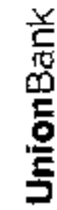
Statement Period

March 1, 2012 through March 31, 2012

Transaction Detail (continued)

Date	Activity	Description	CUSIP	Principal Cash	Cost Basis
03/28/12	Purchases	PURCHASED 1,000,000 PAR VALUE OF FNMA NTS 0.35% 3/28/17 TRADE DATE 03/08/12 PURCHASED THROUGH PERSHING 1,000,000 PAR VALUE AT 100 %	3136FT373	1,000,000.00	1,000,000.00
03/29/12	Interest	CASH RECEIPT OF INTEREST EARNED ON FNMA NTS 1.375% 8/28/16 0.90687551 PV ON 1,000,000 PAR VALUE DUE 3/28/12	3136FT373	0.875.00	
03/29/12	Checking/Savings Withdrawal	CASH RECEIPT W/D FROM UB CHECKING/SAVINGS ACCOUNT NUMBER: 2740013931		993,125.00	
Net Activity				\$0.00	\$0.00
Ending Balance				\$0.00	\$7,000,000.00

519



From: 01-Jan-2012 To: 31-Mar-2012

Transcellular

Page 1 of 2



UnionBank

Transaction History - Reporting as of Trade Date
Account: 6736305330 - CITY PALOS VERDES ESTATES

From: 01-Jan-2012 To: 31-Mar-2012

Pending Transactions Included

Transaction Date	Original Account Name	Transaction Description	Disbursement	Principal Amount	Interest Amount	Total Amount
		Other Disbursements		(\$ 18,025.00; USD		\$0.00 USD
		Purchases		(\$8,500.00; USD		\$0.00 USD
		Corporate		\$2,000,000.00; USD		\$0.00 USD
		Actions				\$0.00 USD
		Totals		\$0.00 USD		\$0.00 USD
		Finding Cash		\$0.00 USD		\$0.00 USD
		Balance				
		Prefix				

TREASURER'S QUARTERLY INTEREST
REPORT FOR PERIOD ENDING 3/31/2012

INTEREST EARNED MONEY MARKET ACCOUNT:	\$65.83
INTEREST EARNED SECURITIES:	\$25,500.00
INTEREST EARNED LOCAL AGENCY INVESTMENT FUND	\$20,223.17
TOTAL COMBINED INTEREST EARNED:	\$45,789.00

FUND	ENDING BALANCE 01/31/12	ENDING BALANCE 02/29/12	ENDING BALANCE 03/31/12	QUARTERLY TOTALS	AVERAGE BALANCE	Percent	INTEREST ALLOCATION
GENERAL FUND	\$9,642,255.38	\$9,498,025.75	\$8,053,749.51	\$27,184,032.74	\$9,064,676.91	31.82%	\$14,568.07
GAS TAX	\$87,422.27	\$41,012.76	\$86,612.71	\$225,047.74	\$75,015.91	0.26%	\$120.56
DRUG INTERVENTION	\$63,142.03	\$72,656.28	\$74,439.03	\$210,237.34	\$70,079.11	0.25%	\$112.63
CLEEP	\$620.00	\$620.00	\$620.00	\$1,860.00	\$620.00	0.00%	\$1.00
C.O.P.S.	\$107,534.06	\$88,392.67	\$78,000.83	\$273,987.56	\$91,329.19	0.32%	\$146.78
SPECIAL PROJECTS	\$619,907.36	\$629,753.38	\$628,471.54	\$1,878,142.28	\$626,047.43	2.20%	\$1,006.14
CORRECTIONS TRAINING	\$1,809.13	\$1,809.13	\$5,177.77	\$9,796.03	NO INTEREST	0.00%	\$0.00
FIRE SUPPRESSION DISTRICT	(\$172,598.71)	(\$16,008.02)	(\$342,433.07)	(\$531,039.75)	(\$177,013.25)	-0.62%	(\$284.48)
TRANSIT TAX PROP A	\$403,876.71	\$332,619.59	\$350,563.67	\$1,067,382.47	\$362,460.82	1.27%	\$582.52
MEASURE R	\$172,451.09	\$181,776.46	\$204,784.65	\$559,022.20	\$186,340.73	0.65%	\$299.47
TRANSIT TAX PROP C	\$93,746.17	\$109,685.43	\$124,505.33	\$327,936.93	\$109,312.31	0.38%	\$175.68
CAPITAL IMPROVEMENTS	\$8,973,380.09	\$8,949,654.10	\$8,809,721.16	\$26,732,755.35	\$8,910,918.45	31.28%	\$14,320.96
STABLE OPERATIONS *	(\$50,426.67)	(\$42,841.46)	(\$42,841.46)	(\$136,109.73)	(\$45,369.93)	-0.16%	(\$72.92)
EQUIPMENT REPLACEMENT	\$2,415,756.82	\$2,428,894.42	\$2,453,198.17	\$7,297,829.41	\$2,432,609.80	8.54%	\$3,909.51
LIABILITY INSURANCE	\$525,137.21	\$556,778.98	\$588,445.55	\$1,670,361.64	\$556,787.21	1.95%	\$894.83
SPECIAL DEPOSITS	\$146,636.08	\$145,636.38	\$146,136.08	\$438,408.24	\$146,136.08	0.51%	\$234.86
ASSESSMENT DISTRICT REFUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
SEWER FUND	\$6,183,979.02	\$6,019,579.57	\$6,007,174.91	\$18,210,733.50	\$6,070,244.50	21.31%	\$9,755.64
POLICE PROPERTY/EVIDENCE	\$11,047.44	\$11,047.44	\$11,047.44	\$33,142.32	\$11,047.44	0.04%	\$17.75
BOND RESERVE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
GL CASH VS BOOK ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
TOTALS:	\$29,225,747.28	\$29,009,292.76	\$27,248,484.17	\$85,483,524.21	\$28,491,242.73	100%	\$45,769.00

*NEGATIVE INTEREST TO FUND 30

Interest for period 0.643%

****Note: Subtract Securities and MMKT Interest from the last month's General Fund total \$ when it is previously included by Finance. This prevents interest from being distributed on interest.**



MEMORANDUM

Agenda Item #: 5
Meeting Date: 5/8/12

**TO: MAYOR BIRD AND THE HONORABLE
MEMBERS OF CITY COUNCIL**

FROM: CHRISTI HOGIN, CITY ATTORNEY

**SUBJECT: ADOPTION OF RESOLUTION R12-11 APPROVING FOUR-PARTY
MEMORANDUM OF UNDERSTANDING RESOLVING DISPUTE
OVER ENFORCEMENT OF DEED RESTRICTIONS AND
ENCROACHMENTS**

DATE: MAY 1, 2012

The Issue

Whether to adopt Resolution No. R12-11 approving a multi-party agreement among the City, the Palos Verdes Peninsula Unified School District, the Palos Verdes Homes Association, and the property owners of 900 Via Panorama, which resolves litigation among the City, the School District and the Homes Association; reaffirms the enforceability of the deed restrictions on property owned by PVPUSD in the City; resolves certain encroachments in City parkland near 900 Via Panorama; and provides for the preservation of certain open space properties (Lots C & D) and of dark skies in the neighborhood around Palos Verdes High School.

Goals of the MOU

The four-party agreement is memorialized in a Memorandum of Understanding (MOU) that creates binding obligations for each of the parties and accomplishes disparate goals of the parties:

- The City's goals are to preserve the City's open space, including Lots C & D; to prevent lights at the athletic field at Palos Verdes High School in order to promote dark skies, conservation and neighborhood compatibility; to resolve the parkland encroachments at 900 Via Panorama in a manner that maintains the open space and relieves the City of any liability or responsibility for the existing retaining walls; and to support the overall community benefits of the enforceability of the deed restrictions and funding for the School District;

- The Homes Association's goals are to resolve the current litigation over Lots C & D and the longstanding dispute over the enforceability of the deed restrictions on all District-owned property; to be reimbursed its attorneys' fees spent defending the deed restrictions in the lawsuit filed by the School Board; and to maintain the community assets and character through the deed restrictions
- The School District's goals are to resolve the current litigation; to liquidate the value of Lots C & D; and, by separate agreement, secure an offered donation of \$1.5 million to assist District operations in light of current fiscal challenges;
- The Property Owners' goals are to obtain limited use of an area adjacent to 900 Via Panorama; to legalize the retaining walls installed on parkland by the previous owner; to contribute to the School District by voluntary donation.

Context of the MOU

In essence, this MOU calls upon the City, the Homes Association and the School District to assume their historic roles in Palos Verdes Estates.

City founders are widely credited with conceiving a uniquely detailed vision for a magnificent community by the sea. To secure that vision, deed restrictions were imposed on the land in 1923 when the Bank of America, acting as trustee for the Palos Verdes Project, drafted a trust indenture and outlined provisions for development of the new community. The restrictions included specific items to "preserve the fine views of ocean, mountains and park," and "increase with the years the wonderful natural beauty of the property." Exhibit 2 to the MOU consists of a copy of the restrictions and other governing documents. The restrictions establish setback requirements, prohibit billboards and impose a system of architectural review on builders administered by the Homes Association and the Palos Verdes Art Jury. The Homes Association, through the Art Jury, still has jurisdiction for aesthetic approval of all architectural plans and modifications of homes in Palos Verdes Estates and the Miraleste portion of Rancho Palos Verdes.

In these early days of the Peninsula's development, the trustee also deeded 800 acres to the Homes Association. This is another mechanism by which the City founders secured their vision. Specifically, in 1925, various lots subject to deed restrictions which limited the use of the properties to public schools, parks, playgrounds or recreations areas were conveyed by grant deed to the Homes Association (the 1925 Grant Deed). From these conveyances, a golf course was built, a swimming club constructed, the La Venta Inn was erected and remaining portions of City land were created as parks and open areas, or planted with trees, shrubs, and flowers.

The Great Depression hit the area hard. Lots were not selling well and property owners were not keeping up with their assessments. The Homes Association faced financial ruin with inadequate funds to maintain its obligations. Its operating funds were derived from annual assessments and sales of lots. By 1938, the Homes Association owed the state a significant amount of back taxes and faced the possibility of losing the property to foreclosure. Both the

school district and the soon-to-be city played a role in saving the properties from foreclosure and preserving their use consistent with the deed restriction and the vision for PVE.

In 1938, the Homes Association conveyed 13 properties (1938 Conveyed Properties) in the City to the School District's predecessor-in-interest subject to deed restrictions restated from the 1925 Grant Deed (i.e., limiting the use of the properties to public schools, parks, playgrounds or recreation areas) and subject to the general restrictions applicable to all properties, including the requirement for Art Jury approval of all improvements to the property.¹

Two of the 1938 Conveyed Properties are commonly referred to as "Lots C & D". Lot C is approximately 19,984 square feet and Lot D is approximately 17,978 square feet. Lots C & D are flanked on either side by houses located between 2032-2100 Via Pacheco and 2037-2101 Palos Verdes Drive West. Like all School District owned property in the City, Lots C & D are zoned OS (Open Space). The 1938 Grant Deed also included a right of reversion providing that ownership of Lots C & D could revert back to the Homes Association if the property was not used in compliance with the deed restrictions.

In 1940, the city incorporated and immediately thereafter the Homes Association transferred ownership to the city of the park properties, shore line, and the golf and swimming clubs. As a result of the transfer, the back taxes were forgiven by the state and the properties are no longer subject to property tax.

The Homes Association has used deed restrictions and strategic conveyances to preserve the character of PVE and both the School District and the City have played historical roles in receiving properties for specific public purposes. The MOU before the Council tonight keeps with that tradition by transferring Lots C & D to the City for preservation as open space/parkland and by imposing additional deed restrictions on Area A, adjacent to 900 Via Panorama. The MOU also proposes to use the existing deed restrictions to create incentives for the School District to maintain PV High Field without lighting to the benefit of the community. In these regards, while the MOU is unusual in the manner it brings together disparate interests, the MOU accomplishes its goals in a manner that is distinctly rooted in PVE tradition.

Specific Provisions

Set forth below are the main aspects of the MOU. I have also included some of the relevant background information on each component of the agreement to set the stage.

¹The 13 lots conveyed in the 1938 grant deed are grouped into seven properties. Those seven properties are commonly known to residents as (i) Malaga Cove Administration Center; (ii) Valmonte Early Learning Academy; (iii) Lunada Bay Elementary ; (iv) Palos Verdes High School; (v) Montemalaga Elementary; (vi) Margate (Palos Verdes Intermediate School) and (vii) via Zurita property (George Allen Field). In 1988, the via Zurita property was transferred from the District to the Homes Association and from the Homes Association to the City, so that it is currently under City ownership. However, the 1988 transfer establishes a reversionary interest in the District under certain circumstances.

A. Deed Restrictions on District-Owned Properties and the Use of Lots C & D

1. Background

Like all public schools in California, the School District is facing financial challenge. The Governor's budget plan for 2012-13 again cuts the level of state funding for school districts and there is uncertainty about whether tax measures on the November ballot will provide relief. To address its ongoing financial challenges, the School District has taken many actions to cut costs and otherwise to manage its budget. One of the actions that the School District decided to pursue was the sale of Lots C & D for development as residential property, which the School District hoped would bring it at least \$2 million. The City and the Homes Association objected to the plan because the deed restrictions and zoning for Lots C & D preclude residential development. The District filed a lawsuit against the City and the Association. The lawsuit has two causes of action. The first is to "quiet title" and is against only the Association. That cause of action addresses whether (a) the Association still has a valid reversionary interest if the property is used for any purpose other than school/park/recreation and (b) whether the school/park/recreation use restrictions are still enforceable. The second cause of action is for declaratory relief and is against both the City and the Association; and the District seeks a court order declaring that (a) the Association cannot prevent the subdivision of the property and (b) the District is not subject to the City's ordinary hearing procedures for rezoning and subdivision applications and that Government Code section 65852.9 compels the rezoning and subdivision of the property without public hearing.

Before trial commenced, the School District dismissed the City from the Litigation, choosing instead to invoke its right to apply to the City for re-zoning. Every property owner in the City is entitled to apply for rezoning and the City must consider any such application in light of the applicable laws.

In the summer 2010, the School District applied to the City to re-zone the property from OS to R-1 in order to facilitate the sale of the property. The School District sought to take advantage of Government Code section 65852.9, which affords the School District the right to rezoning under certain circumstances. The City held a public hearing to consider the application and tabled the matter until the court determined whether the deed restrictions (which precluded residential development) were valid and enforceable.

Meanwhile, following approximately four and a half days of trial in spring 2011, on September 22, 2011, the trial court entered judgment for the Homes Association in the School District's lawsuit. The court's judgment is attached to the MOU as Exhibit 1. The court specifically finds that the deed restrictions for Lots C & D are valid and enforceable against the School District. As the prevailing party, the Homes Association was awarded costs of \$16,491.83. The Homes Association also filed a motion with the trial court seeking to recover \$291,701.25 in attorneys' fees. That motion was denied on February 14, 2012.

As matters currently stand, the School District has filed an appeal challenging the Court's judgment. The Homes Association intends to appeal the denial of its attorneys' fee motion.

And because of the importance of the deed restrictions to realizing the plan for PVE, the City Council authorized the City to file an amicus brief in support of the Homes Association's position and in defense of the deed restrictions.

2. Effect of the MOU on the enforceability of the deed restrictions

The MOU would reaffirm that the deed restrictions are enforceable and valid with respect to all 13 properties owned by the School District located in the City and that those properties may only be used for public schools, parks, playgrounds or recreation areas. This is a very significant provision. Note that the litigation specifically addressed the deed restrictions only with respect to Lots C & D. Under the MOU, the School District acknowledges that the deed restrictions apply to all District-owned properties in PVE. In this respect, the MOU achieves a broader understanding and agreement than was possible from the court, which only addressed the dispute framed by the litigation (Lots C & D).

3. Effect of the MOU on Lots C & D

The School District has determined that it cannot make effective use of Lots C & D for their restricted purposes (public schools, parks, playgrounds or recreation areas). That factored into the School Board's decision to pursue residential development of the property and initiate the litigation against the Homes Association and the City. The School District's desire was to raise funds from the sale of the property. Even if successful, the proceeds of the sale likely would have been restricted to use for capital improvements and not operating funds. Nevertheless, such revenues would have created the opportunity to divert other funds to operations. As these issues came to light in the community, a PVE property owner expressed interest in assisting the School District in meeting its immediate financial goal without affecting the City's zoning or the challenging the deed restrictions, which are a foundation of the City's planned community. To that end, by separate donation agreement, the PVE property owners will contribute \$1.5 million to the School District. This donation is the opposite of a real estate transaction, in that the donation is made after the School District has abandoned the effort to sell Lots C & D.

Under the MOU, Lots C & D (now currently owned by the District) would revert back to the Homes Association as contemplated in the original conveyance deed. As explained further below, Lots C & D would be transferred to the City. This would preserve Lots C & D as open space owned by the City, not subject to property taxation. The preservation of Lots C & D as a landscaped area or small park is consistent with the City's Open Space element of the General Plan, including Goal 2 "[m]aintain small park lots and plazas with formal landscaping in keeping with the neighborhood and desires of the residents." At the time that the City considered the rezoning application of the School District, residents in the vicinity of Lots C & D expressed interest in keeping the property as parkland and not allowing development or use of the property for storage or other school purposes.

4. Dismissal of the litigation and status of the judgment

Under the MOU, the School District and the Homes Association will dismiss their respective appeals and the Superior Court judgment would become final.

B. Lights at Palos Verdes High School

a. Background

The City and Homes Association share a common interest with respect to protecting the City's development as manifested in the PVE General Plan and the deed restrictions. The City and the Homes Association both believe that outdoor institutional lighting warrants careful review to determine neighborhood compatibility and avoid any adverse land use impacts. Generally speaking, outdoor lighting would not likely be consistent with the City's land use goals and the Homes Association's aesthetic goals. As stated above, the School District has the authority under state law to exempt itself from City zoning standards in certain circumstances where "classroom facilities" are at issue. Athletic fields have been considered by courts to be classroom facilities. Accordingly, under state law the District may exempt itself from City zoning requirements that would otherwise prohibit the use of lights on the athletic field. The state law, however, does not enable the School District to exempt itself from the deed restrictions.

One of the goals in preparation of the MOU was to prevent use of lights – temporary or permanent -- at PV High School athletic field without the City's and the Home Association's consent. Currently, the School District indicates that it does not have plans to install lights on the athletic field. The law creates a complication in addressing this issue because the School Board may not bind the hands of future school boards with respect to certain legislative actions. While not entirely clear how this doctrine would apply to the situation at hand, all parties want to structure the agreement in a manner that would withstand legal challenge and effectuate the parties' intent. For that reason, the MOU does not simply obligate the School District to never install or use lights on the PV High athletic field. Instead, the MOU creates an incentive for future school boards to choose not to light the field unless they have the consent of the City and the Homes Association to do so.

a. Effect of the MOU

As discussed above, the School District is bound by the deed restrictions, including the procedural requirements of obtaining Art Jury approval for all improvements to School District property within the Homes Association's jurisdiction. Over the years, as an accommodation to the School District, the Homes Association has allowed an expedited process to evolve under which the School District submits plans for a 30-day review by the Art Jury. This truncated review process is a voluntary concession by the Homes Association, which the Homes Association has agreed to memorialize in the MOU and continue to abide by, as long as the School District does not light the PV High athletic field without the consent of the City or the School District. If the School District does light the field, the Homes Association will fully enforce the protective restrictions in the deed restrictions that give the

Art Jury jurisdiction over aesthetics of all development and prohibit any development without the Art Jury's approval.

The MOU provides that in almost all cases (excepting a limited number of "mandate" scenarios), the School District would be subject to the City's zoning requirements should it wish to light the field. Should some future School Board exempt itself notwithstanding the MOU, the School District must pay the City the appraised value of lots C & D as of the execution date of the MOU. Also, irrespective of any "mandate" scenario, the MOU provides that if a School District exempts itself from the City's zoning regulations, the School District is then subject to the full jurisdiction of the Art Jury and the Homes Association will enforce the CC&Rs with respect to all requests from a future school board to improve District-owned property in the City. As long as the School District is not lighting the field over the City's objection, it continues to enjoy the historic practice of a truncated (and no fee) review by the Art Jury.

C. 900 Via Panorama

a. Background

900 Via Panorama is located at the end of a cul-du-sac and is adjacent to City-owned parkland on three sides. A picture of this area is Exhibit 3 to the MOU and designated Area A. The primary benefit of this parkland is for views and to contribute to the open feel of the neighborhood. The area is relatively inaccessible and steep, but for a small section. To the north/northwest of the Via Panorama property, the current owner's predecessor-in-interest installed a series of retaining walls. This installation was done without a permit. The current Property Owners applied to the City for an after-the-fact permit to allow the retaining walls to remain and be maintained by the Property Owners. This application is pending. It is less than ideal to have private structures maintained on City-owned property but the retaining walls serve to stabilize the hillside. To the west of the property, the Property Owners landscaped and improved a section of City-owned parkland, including placement of a gazebo and other accessory, non-habitable structures. At the City's direction, Property Owners removed the structures encroaching on the City's parkland. The Property Owners desire to use that area for those purposes and have discussed the matter with the Homes Association.

a. Effect of the MOU

As part of the MOU, the City would convey Area A to the Homes Association and receive Lots C & D (which under the MOU reverts back to the Homes Association ownership). The City would impose certain deed restrictions on Area A to ensure that it could only be open space and that only the previous accessory, non-habitable structures and the existing retaining walls would be allowed in that portion of Area A designated as Area 3 on the Exhibit 3 map, while the retaining walls would be allowed in the portion designated as Area 1. The imposition of these special deed restrictions in addition to the existing general deed restrictions would secure the continued benefit of the views and open feel of the area to the City and the neighborhood. The City would also retain an easement for a fire access road. The Homes Association would sell Area A (subject to the City's deed restrictions) to the Property Owners for a purchase price of \$500,000. The Homes Association would retain

\$400,000 (to cover the attorneys' fees and costs associated with the Litigation), and transfer \$100,000 to the City which it may use for municipal purposes. From the City's standpoint, this transfer of ownership of Area A relieves the City of any liability or responsibilities relating to the retaining walls or the hillside, while retaining the open space benefits and the fire access road.

The Logistics of the MOU

Execution and implementation of the MOU would involve several steps. Initially, there must be appraisals completed and legal documents drafted (deeds, escrow instructions). If all four parties approve the MOU, the schedule of events to implement the MOU is as follows:

1.	Lots C & D revert back to the Homes Association pursuant to right of reversion in grant deeds
2.	The City exchanges Area A (subject to deed restrictions in favor of the City) with the Homes Association for Lots C & D
3.	Homes Association transfers Area A to the Property Owners (subject to deed restrictions in favor of the City) for a purchase price of \$500,000
4.	Homes Association transfers \$100,000 to the City for its use towards municipal purposes (retaining \$400,000 for resolution of legal costs associated with the lawsuit)
5.	The School District and Homes Association dismiss the appeals and the Superior Court judgment becomes final.
6.	By separate donation agreement, the Property Owners' donate \$1.5 million to the School District

The Homes Association, through its Board, has authority to enter into this MOU by virtue of Article 3 of its by-laws. The Board has approved the MOU as presented tonight and requests that the City Council approve it as well. The School District has the authority to enter into this MOU pursuant to the California Education Code. The District Board has studied the MOU and indicated its willingness to approve the MOU as presented.

Correspondence Received

The City has not received any correspondence related to this item. The Homes Association released a statement announcing its approval of the MOU and encouraging the City to do the same.

CEQA Review

Approval of the MOU is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to California Administrative Code Title 14, Chapter 3, Section 15317 (Open Space Contracts or Easements) and Section 15325 (Transfers of Ownership of Interest in Land to Preserve Existing Natural Conditions and Historical Resources) as it involves the transfers of easements or fee interests in order to maintain the open space character of the area. It is also exempt under the common sense exemption as there is no substantial evidence that this MOU portends any development or changes in the physical environment that may have a significant adverse impact on the environment. It can be seen with certainty that there is no possibility that the approval of the MOU may have a significant effect on the environment.

Alternatives Available to Council

The following alternatives are available to the City Council:

1. Adopt the resolution to approve the MOU.
2. Decline to adopt the resolution to approve the MOU.

Recommendation from Staff

Staff recommends that the City Council consider all information presented, including any correspondence and comment from the public and make a decision whether to approve the MOU.

Staff report prepared by:

Christi Hogin
City Attorney

Attachment A: Resolution R12-11

Attachment B: Memorandum of Understanding and Exhibit 1

Attachment C: Exhibit 2 of Memorandum of Understanding

Attachment D: Exhibit 2 of Memorandum of Understanding (continued)

Attachment E: Exhibits 3 & 4 of Memorandum of Understanding

ATTACHMENT A

RESOLUTION R12-11

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING AMONG THE CITY OF PALOS VERDES ESTATES, THE PALOS VERDES HOMES ASSOCIATION, THE PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT, AND THE PROPERTY OWNERS OF 900 VIA PANORAMA (THOMAS J. LIEB, TRUSTEE, THE VIA PANORAMA TRUST U/DO MAY 2, 2012, TOGETHER WITH TRUSTS FOR THE BENEFIT OF RELATED PARTIES) REGARDING RESOLUTION OF ENFORCEABILITY OF DEED RESTRICTIONS ON PROPERTY OWNED BY PVPUSD AND OF ENCROACHMENT IN CITY PARKLAND NEAR 900 VIA PANORAMA AND DISPOSITION OF CERTAIN OPEN SPACE PROPERTIES (LOTS C & D).

The City Council does find, order and resolve as follows:

Section 1. At its regular meeting of May 8, 2012, the City Council considered all information presented regarding the proposed Memorandum of Understanding (MOU), including any correspondence and comment from the public. The City Council hereby finds that the terms of the MOU are consistent with the General Plan.

Section 2. Approval of the MOU is categorically exempt from the California Environmental Quality Act pursuant to California Administrative Code Title 14, Chapter 3, Section 15317 (Open Space Contracts or Easements) and Section 15325 (Transfers of Ownership of Interest in Land to Preserve Existing Natural Conditions and Historical Resources) as it involves the transfers of easements or fee interests in order to maintain the open space character of the area. It is also exempt under the common sense exemption as there is no substantial evidence that this MOU portends any development or changes in the physical environment that may have a significant adverse impact on the environment. It can be seen with certainty that there is no possibility that the approval of the MOU may have a significant effect on the environment.

Section 3. The Homes Association approved the MOU and urged the City's approval.

Section 4. The City Council hereby approves the MOU between the City of Palos Verdes Estates, the Palos Verdes Homes Association, the Palos Verdes Peninsula Unified School District, and the property owners of 900 Via Panorama, which is attached as Exhibit "A" and incorporated by reference. The Mayor is authorized to execute the MOU on the City's behalf.

Section 5. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

Section 6. The City Clerk will certify to the passage and adoption of this Resolution and enter it in the book of original Resolutions. The City Clerk will record the passage of this Resolution in the minutes of the meeting at which it is passed and adopted.

PASSED, APPROVED, AND ADOPTED, this 8th day of May 2012.

George F. Bird, Jr., Mayor

ATTEST:

Judy Smith, City Clerk

Approved as to form:

Christi Hogin, City Attorney

ATTACHMENT: **B**Privileged and Confidential Pursuant to California Evidence Code Sections 1152 and 1154RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:City Clerk
Palos Verdes Estates City Hall
40 Palos Verdes Drive West
Palos Verdes Estates, CA 90274

(Space Above Line For Recorder's Use Only)

RECORDING FEES EXEMPT PURSUANT
TO GOVERNMENT CODE SECTION 27383_____
City Clerk
(Seal)**MEMORANDUM OF UNDERSTANDING****AMONG****PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT****PALOS VERDES HOMES ASSOCIATION, INC.****CITY OF PALOS VERDES ESTATES****AND****THOMAS J. LIEB, TRUSTEE, THE VIA PANORAMA TRUST U/DO MAY 2, 2012,
TOGETHER WITH TRUSTS FOR THE BENEFIT OF RELATED PARTIES****REGARDING****RESOLUTION OF ENFORCEABILITY OF DEED RESTRICTIONS ON PROPERTY
OWNED BY PVPUSD AND OF ENCROACHMENT IN CITY PARKLAND NEAR 900
VIA PANORAMA AND DISPOSITION OF CERTAIN OPEN SPACE PROPERTIES
(LOTS C & D)**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into by and among the PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT ("School District"); The PALOS VERDES HOMES ASSOCIATION, a California corporation ("Homes Association"); the CITY OF PALOS VERDES ESTATES ("City"); and THOMAS J. LIER, TRUSTEE, THE VIA PANORAMA TRUST U/DO MAY 2, 2012, TOGETHER WITH TRUSTS FOR THE BENEFIT OF RELATED PARTIES, the owners of 900 Via Panorama in Palos Verdes Estates ("Property Owners"), all of which are collectively referred to herein as the "Parties" or individually as "Party."

R E C I T A L S

WHEREAS, all properties within the City are subject to certain protective restrictions, commonly referred to as Covenants, Conditions & Restrictions or CC&Rs. Certain properties within the City are also subject to use restrictions based on requirements imposed on those properties in the grant deeds conveying the properties which limited the use of the properties to public schools, parks, playgrounds or recreation areas. Specifically, in 1925, the original developers of the Palos Verdes Peninsula conveyed to the Homes Association by grant deed (the "1925 Grant Deed") various lots subject to deed restrictions which limited the use of the properties to public schools, parks, playgrounds or recreations areas. In 1938, the Homes Association conveyed 13 properties ("1938 Conveyed Properties") in the City to the School District's predecessor-in-interest subject to the same use restrictions stated in the 1925 Grant Deed.¹

WHEREAS, two of the 1938 Conveyed Properties were Lots C & D of Tract 7331. Lot C is approximately 19,984 square feet and Lot D is approximately 17,978 square feet. Lots C & D are flanked on either side by houses located between 2032-2100 Via Pacheco and 2037-2101 Palos Verdes Drive West. Like all School District owned property in the City, Lots C & D are zoned OS (Open Space) and designated Class P pursuant to the use restrictions described above. The 1938 Grant Deed also included a right of reversion providing that ownership of Lots C & D could revert back to the Homes Association if the property was not used in compliance with the deed restrictions.

WHEREAS, to clarify the School District's rights with regard to Lots C & D, the School District filed a lawsuit against the City and the Homes Association, Los Angeles County

¹The 13 lots conveyed in the 1938 grant deed are grouped into seven properties. Those seven properties are commonly known to residents as (i) Malaga Cove Administration Center; (ii) Valmonte Early Learning Academy; (iii) Lunada Bay Elementary; (iv) Palos Verdes High School; (v) Montemalaga Elementary; (vi) Margate (Palos Verdes Intermediate School and playing fields at Campo Verde) and (vii) via Zurita property (George Allen Field). In 1988, the via Zurita property was transferred from the District to the Homes Association and from the Homes Association to the City, so that it is currently under City ownership. However, the 1988 transfer establishes a reversionary interest in the District under certain circumstances.

Superior Court Case No. BC431020. The lawsuit has two causes of action. The first is to "quiet title" and is against only the Homes Association. That cause of action addresses whether the use restrictions on Lots C & D are still enforceable. The second cause of action is for declaratory relief and was against both the City and the Homes Association. The School District sought a court order declaring that (a) the Homes Association cannot prevent the subdivision of Lots C & D and (b) the School District is not subject to the City's ordinary hearing procedures for rezoning and subdivision applications and that Government Code section 65852.9 compels the rezoning and subdivision of Lots C & D without public hearing. The School District dismissed the City from this latter claim and applied to the City for rezoning.

WHEREAS, in the summer 2010, the School District applied to the City to re-zone Lots C & D from OS to R-1 in order to facilitate the sale of Lots C & D. The School District sought to take advantage of Government Code section 65852.9, which affords the School District the right to rezoning under certain circumstances. The City held a public hearing to consider the application and tabled the matter until the court determined whether the deed restrictions (which precluded residential development) were valid and enforceable.

WHEREAS, following approximately four and a half days of trial in spring 2011, on September 22, 2011, the trial court entered judgment ("Judgment") for the Homes Association in the School District's lawsuit. The Judgment is attached hereto as **Exhibit 1**. The trial court held, among other things, that the use restrictions contained in the 1925 Grant Deed and reiterated in the 1938 Grant Deed are valid and enforceable against the School District as to Lots C & D. The Court further held that Lots C & D remain subject to all applicable protective restrictions. As the prevailing party, the Homes Association was awarded costs of \$16,491.83. The Homes Association also filed a motion with the trial court seeking to recover \$291,701.25 in attorneys' fees. That motion was denied on February 14, 2012, which denial is appealable.

WHEREAS, while the Judgment is only applicable to Lots C & D, the Judgment additionally implies that all properties, including the 1938 Conveyed Properties owned by the School District by the 1938 Grant Deed remain subject to the restrictions set forth in the 1925 Grant Deed by which the properties were originally granted to the Homes Association. The Judgment also implies that all properties also remain subject to the restrictions set forth in the 1938 Grant Deed, including but not limited to the restriction that the properties may not be used for any purpose other than for the establishment and maintenance of public schools, parks, playgrounds or recreation areas which restrictions are valid and enforceable equitable servitudes against the Property. The 1925 Grant Deed and 1938 Grant Deed are attached as **Exhibit 2**. A school site in the Miraleste district within the city of Rancho Palos Verdes was also included in the 1925 deed, and conveyed to the School District in 1929. This MOU only affects the rights and obligations of the parties with respect to properties within the City of Palos Verdes Estates.

WHEREAS, the School District appealed the Judgment and that appeal is currently pending in the Second Appellate District Court hearing Case No. B23744. The Homes Association also filed a cross-appeal, which is currently pending in the same court. The Homes Association has the right to also file an appeal of the trial court's denial of its fee motion and

intends to do so. The initial lawsuit, appeal, cross-appeal, and attorneys' fees motion are collectively referred to in this MOU as the "Litigation."

WHEREAS, State law provides that the School Board may vote to exempt itself from compliance with the City's zoning regulations for classroom facilities under Government Code Section 53094, which may include athletic fields, under certain circumstances; and the City believes that outdoor institutional lighting warrants careful review to determine neighborhood compatibility and avoid any adverse land use impacts.

WHEREAS, the School District no longer intends to use Lots C & D for school, park, playground or recreation purposes.

WHEREAS, 900 Via Panorama ("Via Panorama Property") is owned by the Property Owners and located at the end of a cul-du-sac and is adjacent to City-owned parkland on three sides. To the North/Northwest of the Via Panorama Property, the prior owner installed a series of retaining walls to stabilize the Via Panorama Property. This installation was done without a permit. The Property Owners have applied to the City for an encroachment permit to allow the retaining walls to remain and be maintained by the Property Owners. To the West of the Via Panorama Property, in the area shown as Area A on the attached Exhibit 3, in City-owned parkland, the Property Owners landscaped and improved Area A, including placing a gazebo and other accessory, non-habitable structures. At the City's direction, Property Owners removed the structures encroaching on the City's parkland. Property Owners desire to make Area A part of the Via Panorama Property. Area A is approximately 75,930 square feet and roughly equivalent in size and value to Lots C & D, although less useful as parkland because Area A is less accessible than Lots C & D. Having Lots C & D be restricted to open space is a key element of the City's General Plan.

WHEREAS, the Parties have reached agreement to achieve their respective goals and wish to memorialize the agreement in this MOU.

NOW, THEREFORE, based on the above recitals, the Parties do hereby agree as follows:

ARTICLE I – Purpose of MOU and Parties' Authority to Enter

- A. Purpose of MOU:** The purpose of this MOU is to memorialize the Parties' agreement and create binding obligations which are intended to (1) reaffirm application of the use restrictions and protective restrictions on the 1938 Conveyed Properties owned by the School District in the City which were conveyed subject to use restrictions by the Homes Association, to the extent set forth herein; (2) create a mechanism for the Parties to resolve the Litigation without further expense; (3) subject future lighting on the athletic field for Palos Verdes High School ("PVHS") to the City's zoning regulations and the approval of the Homes Association, as set forth in the protective restrictions and described in Article II below; (4) resolve the encroachments into City parkland from the

Property Owners, including establishing responsibility for maintaining retaining walls and (5) establish Lots C & D as an open space area within the City.

- B. Authority to Enter into MOU:** The School District has the authority to enter into this MOU pursuant to the California Education Code. The Homes Association, through its Board, has authority to enter into this MOU by virtue of Article 3 of its by-laws. The City has authority to enter into this MOU, which is within the scope of its police powers. The Property Owners are authorized to act on behalf of the Via Panorama Family Trust pursuant to the trust instrument.

ARTICLE II – Obligations of the School District.

- A. Affirms application of all protective and use restrictions to the 1938 Conveyed Properties and agrees to process for application of deed restrictions as to all 1938 Conveyed Properties deeded to School District by Homes Association and owned by School District in the City.** To clarify the responsibility of the Parties, the School District agrees that the use and protective restrictions set forth in the Judgment and the grant deeds attached as **Exhibit 2** apply to properties owned by the School District, including, but not necessarily limited to, the 1938 Conveyed Properties in the City. However, as long as the School District is in compliance with its obligations under this MOU and does not exempt itself from the City's zoning regulations for the purpose of installing lights² on the athletic field at PVHS except as allowed under this MOU, the Parties agree that the process for School District use of the 1938 Conveyed Properties shall be consistent with the structural approval process followed by the School District and Homes Association regarding improvements to the 1938 Conveyed Properties prior to the Litigation. The past practice has been that the School District will give notice of its projects by providing a courtesy copy of the plans to the Homes Association for comment within 30 days or as far in advance as practicable.

With the exception of the use or installation of lights on the athletic field at PVHS without the consent of the City, the Homes Association agrees that it shall not exert jurisdiction or seek fees associated with School District improvements to any of the 1938 Conveyed Properties, or otherwise impede or restrict any improvements to any of the 1938 Conveyed Properties, as long as those improvements are consistent with the grant deed restriction in **Exhibit 2**. This MOU does not convey any additional rights on the Homes Association that are not specifically set forth in any applicable use restrictions. This MOU does convey certain procedural advantages to the School District that the School District acknowledges are afforded to the School District in consideration for and only so long as the School District does not install or otherwise use lights at PVHS without the consent of the City.

² For purposes of this MOU, "install" shall mean the use or installation of permanent or temporary lights.

- B. Agrees to subject lights at PVHS athletic field to City's zoning regulations and Homes Association approval process as set forth in the protective restrictions.** The School District has no present plans to install or use lights on the athletic field at PVHS, located in the City. Should the School District wish to use or install lights on the field at PVHS, notwithstanding state law which currently allows the School District to exempt itself from the City's zoning regulations under Government Code Section 53094 under certain circumstances and with respect to classroom facilities or any other contrary provision of law, the School District agrees that, with regard to athletic field at PVHS only, it will not utilize the exemption process under Government Code Section 53094. With regard to the athletic field at PVHS only, the School District will comply with requirements to obtain whatever permits or approvals are required by the then-current City zoning regulations and, notwithstanding any prior practice or any contrary provision of this MOU, obtain approval from the Homes Association before and as a prerequisite to installing or otherwise using any lights, whether temporary or permanent, on the athletic fields at PVHS. The required approval from the Homes Association will be in accordance with the process as set forth in the protective restrictions.

In the event that the School District is mandated to install or use lights at the PVHS athletic field in order to maintain its athletic programs or for any other reason ("Mandate"), the School District may, without penalty, exempt itself from the City's zoning regulations under Government Code Section 53094. For purposes of this MOU a Mandate is defined as a requirement, rule or other obligation applied by the California Department of Education ("CDE"), California Interscholastic Federation ("CIF") or any other entity that has jurisdiction over School District athletic programs or School District facilities and programs in general, but which is not the School District itself or any entity to which the School District directly appoints members or representatives and which Mandate is also applicable to other similarly situated districts and may not be satisfied by any equivalent alternative field or other reasonable means.

Should the School District install lights at the PVHS athletic field, as alternative consideration for this MOU, the School District shall pay to the City an amount equal to the appraised value of Lots C & D as of the date of this MOU. Such amount shall be paid to the City within 10 days of the filing of a Notice of Completion for the installation of the lights at the PVHS athletic field.

Should the School District install lights at the PVHS athletic field, the Homes Association may enforce compliance with the protective restrictions, including but not limited to, exerting jurisdiction and imposing fees associated with School District improvements relating to the lights and any other improvements to all and any 1938 Conveyed Properties.

- C. Reversion of Lot C& D's Ownership to Homes Association.** The trial court found that the use restrictions in the 1925 and 1938 Deeds are valid and enforceable against the School District. The 1925 Grant Deed by which the 1938 Conveyed Properties were

originally granted to the Homes Association originally included a right of reversion if Lots C & D were not used in compliance with the deed restrictions. Thus, the Parties agree that Lots C & D will revert back to the Homes Association, pursuant to the terms of this MOU. The School District and Homes Association will execute and deliver any necessary documents to effectuate that end. The reversion shall occur on the Closing Date, as defined below.

- D. Dismisses appeal and allows Judgment to be final.** Within 10 days of the close of escrow on the transfer of Lots C & D to the Homes Association ("Closing Date"), School District shall file with the court a request to dismiss the appeal and cause the judgment to be final.

ARTICLE III - Obligations of the Homes Association

- A. Dismisses cross-appeal and any appeal concerning attorneys' fees motion.** Within 10 days of receipt of the School District's request to dismiss its appeal and cause the judgment to be final, the Homes Association shall file with the Court of Appeal a request to dismiss its cross-appeal and appeal of the Court's denial of the Homes Association's attorneys' fees motion, if filed by that date.
- B. Land Exchange.** Concurrent with the Closing Date, the Homes Association shall exchange with the City ownership of Lots C & D for ownership of Area A.
- C. Transfer \$100,000 to City to defray the costs of maintenance of Lots C & D or other open space.** Within 5 days of the sale of Area A, Homes Association shall pay City \$100,000 to compensate the City for the cost of maintenance of Lots C & D and other costs incurred in connection with the matters that are the subject of this MOU, which funds may be used for any municipal purpose.
- D. Sale of Area A.** The Homes Association shall sell Area A, subject to the use restrictions set forth in Exhibit 3, to the Property Owners for \$500,000, concurrent with the Closing Date.
- E. Warranty of title transferred.** As of the date of the transfer of Area A, the Homes Association represents and warrants to Property Owners that the condition of Area A does not violate any recorded covenant, condition or declaration enforceable by the Homes Association, which could allow the exercise of any reversionary interest to the Homes Association in Area A.

ARTICLE IV - Obligation of the City

- A. Exchange Area A (subject to the deed restrictions in Exhibit 4) for C & D with Homes Association, concurrent with the Closing Date.**

ARTICLE V – Obligations of the Property Owners

- A. Apply for after-the-fact permits for retaining walls installed by Property Owners' predecessor-in-interest.** Property Owners shall apply for planning approvals and city permits to allow them to maintain the retaining walls located as shown on Exhibit 3.
- B. Obtain an appraisal of Lots C& D and of Area A.** In order to effectuate the property transfers contemplated by this MOU, prior to the land exchange between the City and the Homes Association, Property Owners shall obtain appraisals of Lots C & D and Area A, which appraisals shall meet the standards required by the City.
- C. Purchase Area A.** Property Owners shall purchase Area A from the Homes Association for \$500,000. Area A shall be subject to deed restrictions as set forth in substantial form in Exhibit 4.

ARTICLE VI – Litigation Stay; no admission; other lawsuits

- A. Stay litigation:** Implementation of some of the obligations of this MOU will require preparation of legal documents and, in some cases, action by bodies subject to state open meeting laws or other constraints that will require time. The Parties do not wish to incur any unnecessary legal fees or other litigation costs while this MOU is being implemented. To that end, the Parties agree to cooperate in requesting, if necessary, that the Court stay the current Litigation described herein by filing an appropriate stipulation to stay the Litigation for 90 days. Nothing herein shall prohibit a Party from perfecting or preserving any appeal rights while the Parties are performing their obligations under this MOU.
- B. No Admission:** The entry into this MOU by the Parties shall not be construed to represent any admission by any Party with respect to the subject or sufficiency of any Party's claims or any defenses thereto, except to the extent provided herein.
- C. Other Lawsuits:** The Parties represent that other than the Litigation described herein, there are no other lawsuits filed between or among them involving the subject matter of this MOU.

ARTICLE VII – Term of MOU

- A. Term of MOU:** The term of this MOU shall begin upon its approval by the Parties and shall remain in effect, unless terminated earlier. During the term of this MOU, the Parties agree to negotiate, in good faith, modifications to the MOU that may be reasonably necessary to assure implementation of the obligations of the Parties set forth in this MOU.
- B. Termination:** This MOU may be terminated by any Party, prior to the recording of the MOU only, by giving written notice in accordance with the notice provisions in Article

VIII(A) hereof. Termination by the City or School District shall be effective only upon a duly noticed public meeting conducted by the City or the School Board. Prior to any termination becoming effective the terminating Party shall cooperate with the non-terminating Parties to wind down any transactions related to this MOU and agrees to execute and deliver all such documents and instruments as may be necessary and appropriate to effectuate the termination of this MOU and resolution of any ongoing transactions related to this MOU.

C. Timing of obligations: The Parties will act in good faith to meet this timeline. The timeline is estimated to be:

- Closing Date: School District transfers Lots C & D to Homes Association
Homes Association exchanges Lots C & D with City for City's Area A
Homes Association sells Area A to Property Owner
- Within 5 Days of Closing Date: Homes Association pays City \$100,000.00
- Within 10 days of Closing Date: All Parties dismiss any pending litigation

ARTICLE VIII – General Provisions

A. Notices: Any notices or other communication required or permitted by this MOU shall be in writing and shall be delivered to the Representatives of the Party at the addresses set forth below. Parties shall promptly notify each other of any change of contact information provided below. Written notice shall include notice delivered via email. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third business day following deposit in the United States mail, postage prepaid to the addresses set forth below:

To the School Board: Walker Williams
Palos Verdes Peninsula Unified School District
375 Via Almar
Palos Verdes Estates, CA 90274
310-896-3408
williamsww@pvpusd.k12.ca.us

and

Terry Tac
Chief Counsel
Atkinson, Andelson, Loya, Ruud & Rome
12800 Center Court Drive, Suite 300
Cerritos, CA 90703
562-653-3200
ttac@atlr.com

To the Homes Association:

Palos Verdes Homes Association
320 Palos Verdes Drive West
Palos Verdes Estates, CA 90274
pvha.aj@verizon.net

and

Sidney F. Croft
3858 Carson #127
Torrance, CA 90503
(310) 316-8090
sfcroftlaw@aol.com

and

Andrew S. Pauly, Esq.
Andrew J. Haley, Esq.
Greenwald, Pauly, Foster & Miller
A Professional Corporation
1299 Ocean Avenue, Suite 400
Santa Monica, CA 90274
Phone: (310) 451-8001
Fax: (310) 395-5961
Email: apauly@gpfn.com
Email: ahaley@gpfn.com

To the City:

Judy Smith
City Manager
City of Palos Verdes Estates
40 Palos Verdes Drive West
Palos Verdes Estates, CA 90274
Phone: (310) 378-0383
Fax:
Email: jsmith@pvestates.org

and

Christi Hogin
Jenkins & Hogin, LLP
1230 Rosecrans Avenue, Suite 110
Manhattan Beach, CA 90266
Phone: (310) 643-8448
Fax: (310) 643-8441
Email: chogin@localgovlaw.com

To Property Owners:

Thomas J. Lieb
25550 Hawthorne Blvd.
Torrance, CA 90505

- B. Relationship of the Parties:** The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this MOU shall have power to incur any debt, obligation, or liability on behalf of another Party or otherwise act as an agent of another Party except as expressly provided to the contrary by this MOU.
- C. Cooperation, Further Acts:** Parties shall cooperate fully with one another to attain the purposes of this MOU.
- D. Amendments:** All amendments must be in writing, approved and executed by all Parties.
- E. Reservation of Rights:** Each Party shall be solely responsible and liable in connection with its actions associated with its responsibilities under this MOU. For purposes of this MOU, the relationship of the Parties is that of independent entities and not as agents of each other or as joint venturers or partners. The Parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations. Nothing in this MOU is intended to limit the legal authority or responsibilities of the Parties, except as agreed to herein.
- F. Third Parties:** Nothing in this MOU is intended to create duties or obligations to or rights in third parties to this MOU.
- G. Dispute Resolution:** The Parties agree to attempt to informally resolve any disputes that arise with respect to this MOU prior to terminating the MOU by notifying the other Party if a dispute arises and identifying the issues in dispute. Each Party reserves its rights if informal dispute is not effective.
- H. Governing Law:** This MOU is governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.
- I. Authorized signatures:** The Parties hereby represent and warrant that their respective signatory of this MOU is duly authorized to execute and bind the agency for which he or she signs.
- J. Time is of the Essence:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this MOU.
- K. Counterparts:** This MOU may be executed in counterparts and all such executed counterparts shall constitute one MOU which shall be binding upon all of the Parties, notwithstanding that all of the Parties are not signatories to the original or same counterpart. For purposes of this MOU, a faxed or emailed signature on a counterpart

shall be fully binding as though it was an original signature; provided, however, that the Parties shall provide original-ink signed signatures of the documents referenced herein that are intended to be recorded.

- L. Binding Agreement; Successors and Assigns:** This MOU shall be binding on all Parties. This MOU shall be binding upon and inure to the benefit of the successors and assigns of the Parties.
- M. Entire Agreement:** This MOU sets forth in full the terms of agreement between the Parties and is intended as the full, complete and exclusive contract governing the subject matter of this MOU. This MOU supersedes all other discussions, promises, representations, warranties, agreements and understandings between the Parties with respect to the subject matter hereof.
- N. Right to Cure:** In the event that any party believes that another materially has breached any obligations under this MOU, such party shall so notify the breaching party in writing. The breaching party shall have thirty days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected.
- O. Legal Counsel.** Each of the parties to this MOU has received independent legal advice from such Party's respective attorneys with respect to the advisability of executing this MOU. The Parties are entering into this MOU wholly of their own free will and volition.

IN WITNESS WHEREOF, the Parties to this MOU have caused this MOU to be executed on their behalf as of the date specified below, respectively, as follows:

FOR THE SCHOOL DISTRICT:

Dated: _____, 2012

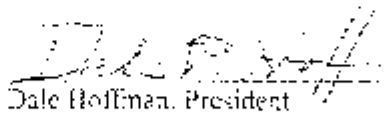
Walker Williams, Superintendent

APPROVED AS TO FORM:

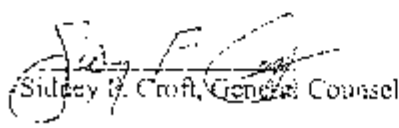
Terry Tao, General Counsel

FOR THE HOMES ASSOCIATION:

Dated: March 14, 2012


Dale Hoffman, President

APPROVED AS TO FORM:


Sidney F. Croft, General Counsel

FOR THE CITY:

Dated: _____, 2012

George F. Bird, Jr., Mayor

ATTEST:

Judy Smith

APPROVED AS TO FORM:

Christi Hogan, City Attorney

FOR THE PROPERTY OWNERS:

Dated: _____, 2012

Thomas J. Lich, Trustee,
the Via Panorama Trust dtdo May 2, 2012

APPROVED AS TO FORM:

Jay Rockey, Rockey & Wahl LLP

**MEMORANDUM OF UNDERSTANDING
EXHIBIT LIST**

EXHIBIT 1: Judgment in Case No. BC431020

EXHIBIT 2: Protective Restrictions Palos Verdes Estates
1925 Grant Deed
1938 Grant Deed

EXHIBIT 3: Area A

EXHIBIT 4: Deed Restrictions Applicable to Area A

EXHIBIT 1

CONFORMED COPY
ORIGINAL FILED IN
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

SEP 22 2011 1

Judge: Honorable Richard Fruin, Clerk
BY: Richard Fruin, Deputy
Richard Fruin

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
CENTRAL DISTRICT

PALOS VERDES PENINSULA UNIFIED
SCHOOL DISTRICT,

Plaintiff,

v.

PALOS VERDES HOMES ASSOCIATION,
a California corporation; CITY OF PALOS
VERDES ESTATES; and DOES 1 through
20,

Defendants.

Case No. BC431020

Assigned to the Honorable Richard Fruin,
Department: 15

**[PROPOSED] JUDGMENT FOR
DEFENDANT PALOS VERDES
HOMES ASSOCIATION FOR QUIET
TITLE AND DECLARATORY RELIEF**

This action was tried to the Court sitting without a jury on March 29 and 30 and April 1 and 4, 2011, with argument on April 14, 2011 and supplemental argument on May 20, 2011. Jeffrey L. Parker of the law firm Robinson & Parker, LLP represented plaintiff Palos Verdes Peninsula Unified School District (the "School District"). Andrew J. Haley and Andrew S. Pauly, of the law firm Greenwald, Pauly, Foster & Miller, A Professional Corporation, represented defendant Palos Verdes Homes Association (the "Homes Association").

Based on the oral and documentary evidence presented, the written and oral argument of counsel, and having already filed a Statement of Decision on September 22, 2011, and good

1 cause appearing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that
 2 judgment on the two causes of action in the School District's First Amended Complaint is
 3 entered *in favor of the Homes Association, and against the School District*, as follows:

4 1. This Judgment affects that real property located in the City of Palos Verdes
 5 Estates, County of Los Angeles, State of California commonly known as Lots C and D of
 6 Tract 7331 (the "Property") and legally described as:

7 LOTS C AND D OF TRACT 7331, IN THE CITY OF PALOS
 8 VERDES ESTATES AS PER MAP RECORDED IN BOOK 102
 9 PAGE(S) 46 TO 50 INCLUSIVE OF MAPS, IN THE OFFICE OF
 10 THE COUNTY RECORDER OF SAID COUNTY
 11 AKA: APN 7542-002-900 AND 7542-002-901

12 2. As of the filing of the Complaint on February 1, 2010, the School District held
 13 and continues to hold its interest in the Property as a fee simple owner pursuant to that
 14 certain Grant Deed, dated December 7, 1938, from the Homes Association to the School
 15 District, recorded January 31, 1939 in Book 16374 Page 140 in the Official Records of Los
 16 Angeles County (the "1938 Grant Deed"), which Property was originally granted in fee
 17 simple to the Homes Association by Grant Deed, dated June 29, 1925 from Bank of
 18 America, as trustee, recorded June 30, 1925 in Book 4459 Page 123 in the Official Records
 19 of Los Angeles County (the "1925 Grant Deed").

20 3. The Property remains subject to the restrictions set forth in the 1925 Grant
 21 Deed (the "1925 Restrictions"), which 1925 Restrictions are valid and enforceable equitable
 22 servitudes against the Property enforceable by injunction by the dominant tenements of the
 23 1925 Restrictions. The dominant tenements of the 1925 Restrictions are the residents of
 24 Tract 4400 (the City of Palos Verdes Estates) and Tract 6881 (the Miraleste district of
 25 Rancho Palos Verdes).

26 4. The Property also remains subject to the restrictions set forth in the 1938 Grant
 27 Deed (the "1938 Restrictions"), including that the Property may not be used for any purpose
 28 other than for the establishment and maintenance of public schools, parks, playgrounds

1 and/or recreation areas. The 1938 Restrictions are valid and enforceable equitable servitudes
 2 against the Property enforceable by injunction by the dominant tenements of the 1938
 3 Restrictions. The dominant tenements of the 1938 Restrictions are the residents of Tract
 4 4400 (the City of Palos Verdes Estates) and Tract 6881 (the Miraleste district of Rancho
 5 Palos Verdes).

6 5. The 1938 Grant Deed created a binding contract between the School District
 7 and the Homes Association, which contract restricted the use that the School District can
 8 make of the Property to only public schools, parks, playgrounds and/or recreation areas. This
 9 contract (including the use restrictions set forth therein) continues to remain valid and
 10 enforceable, and a violation of the restrictions set forth in such contract would cause
 11 irreparable harm to the development plan for Tract 7331 - Lunada Bay - Palos Verdes Estate
 12 that can be judicially enjoined.

13 6. The Marketable Record Title Act, Civil Code §§ 880.020, *et seq.*, (the
 14 "MRTA") does not apply to the 1925 Restrictions or the 1938 Restrictions.

15 7. The Property also remains subject to all other conditions, covenants,
 16 restrictions and reservations of record, including, but not limited to, that certain Declaration
 17 No. 1 - Declaration of Establishment of Basic Protective Restrictions, Conditions, Covenants
 18 Reservations, Liens and Charges for Palos Verdes Estates, recorded July 5, 1923 in Book
 19 2360, Page 231 of the Official Records of Los Angeles County (including all amendments
 20 thereto of record) ("Declaration No. 1") and that certain Declaration No. 21 of Establishment
 21 of Local Protective Restrictions, Conditions, Covenants, Reservations, Liens and Charges for
 22 Tract 7331 - Lunada Bay - Palos Verdes Estates, recorded September 29, 1924 in Book
 23 3434 Page 165 of the Official Records of Los Angeles County (including all amendments
 24 thereto of record) ("Declaration No. 21").

25 8. Notwithstanding the School District's ownership of the Property, the Property
 26 remains subject to the same policies and procedures that the Homes Association applies to
 27 other properties in that area of the City of Palos Verdes as established under Declaration No.
 28 1 and Declaration No. 21, including the Art Jury.

~~4. This judgment shall be recorded out of all of the terms and conditions herein shall run with the Property.~~

10. The School District shall take nothing on its First Amended Complaint

11. The Homes Association is the prevailing party. The Court awards costs of \$ _____ in favor of the Homes Association and against the School District pursuant to a timely filed and served Memorandum of Costs.

~~12. The Court awards reasonable attorneys' fees of \$ _____ in favor of the Homes Association and against the School District pursuant to a timely filed and served motion.~~

~~13. Interest on this judgment shall accrue at the legal rate of 10% per annum from the date this judgment is entered or effected by law. The Homes Association shall further be entitled to all reasonable and necessary costs incurred in enforcing this judgment as allowed by law.~~

DATED: September 22, 2011

Richard F. Florn
HONORABLE RICHARD FLOIN
JUDGE OF THE SUPERIOR COURT

Respectfully submitted by:

DATED: August 22, 2011

GRIFFIN WALL, PAULY, FOSTER & MILLER,
A Professional Corporation
ANDREW S. PAULY (SEN 99149)
ANDREW J. HALEY (SEN 207900)
1299 Ocean Avenue, Suite 400
Santa Monica, California 90401-1007
Telephone: (310) 451-8560

SHANNY E. CROFT, LSC
3830 Canyon Street, Suite 127
Long Beach, CA 90803-5765
Tel. (310) 515-8090

Andrew J. Haley
ANDREW J. HALEY
Attorney for Defendant
PALM'S VENDOR'S HOMES ASSOCIATION

FILED IN JUDGMENT

EXHIBIT 2

Tract 6888 and Tract 7331
LUNADA BAY

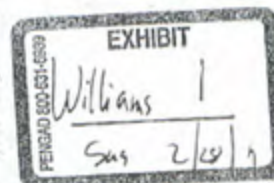
PROTECTIVE
RESTRICTIONS
PALOS VERDES
ESTATES

LOS ANGELES
CALIFORNIA



BANK OF AMERICA, *Trustee*

HENRY CLARKE, *Director of Sales*
501 LANE MORTGAGE BUILDING
LOS ANGELES, CALIF.



PVHA001

Tract 6888 and Tract 7331
LUNADA BAY

PROTECTIVE
RESTRICTIONS
PALOS VERDES
ESTATES

LOS ANGELES
CALIFORNIA



ARTICLES *of* INCORPORATION *and*
BY-LAWS *of* PALOS VERDES HOMES
ASSOCIATION

OLMSTED BROTHERS, *Directors of Design*
CHAS. H. CHENEY, *Consultant in City Planning*

PALOS VERDES ESTATES

PROTECTIVE RESTRICTIONS

Summary

EVER since people began to congregate in cities, and even in country communities, the problem of touching elbows has been with us. In Palos Verdes Estates constant effort has been directed to building an ideal garden suburb and residence park, with all the advantages of the city, in the country.

From the very beginning of this project, in the Trust Indenture which is the constitution under which it is being built, and through all the plans and layouts made, every possible protection has been established, to make sure that the neighborhoods in Palos Verdes can never be spoiled. Every man who builds a fine home or other building here need not fear that a thoughtless or unsympathetic neighbor will put in a kind of building next to him so unattractive or inappropriate as to be ruinous. All this has been done, we believe, in a way that will not prove onerous, and yet will give the fullest protection. Careful zoning has been done to locate the few areas necessary for business buildings, apartments and house-courts at appropriate and convenient centers, leaving, however, over ninety per cent of the property restricted to detached single family homes, under the most favorable conditions possible.

The restrictions have been most carefully worked out for every part of Palos Verdes Estates, to accomplish the following results:

First: To preserve the fine views of ocean, mountains, and park;

Second: To increase with the years the wonderful natural beauty of the property, enhanced with fine planting; and

Third: That every purchaser in Palos Verdes may be sure when building his home there that his neighbor will have to build an equally attractive type of building. In other words, he will feel secure in knowing that his home can never be damaged by an unsightly or undesirable structure either upon adjoining lots or in any part of Palos Verdes Estates.

The experience of many of the finest residential tracts in other large American metropolitan areas has clearly demonstrated the advantage of the adoption of such protective restrictions as will promote and safeguard the attractiveness and desirability of residential neighborhoods.

In preparing the restrictions for Palos Verdes Estates, the project has been guided by the experience of many years in these other parts of the country; by the counsel and advice of Olmsted Brothers of Brookline, Massachusetts, the foremost landscape architects in this country; by Charles H. Cheney, nationally known Consultant in city planning; and by the experience of an able staff of architects, landscape architects, engineers and city planners.

In thus taking advantage of the best experience of the country and adapting it to the special conditions of site, climate and residential ideals of Palos Verdes Estates it is believed that the protective restrictions here worked out are the best that have been yet devised for any American community, and will result in making Palos Verdes not only the most beautiful and attractive residential city in California, but one of the finest and most notable in any part of this country or abroad.

On account of the large extent of Palos Verdes Estates, the varying character of the property, the great number and wide range in location, size, slope and outlook of the lots, the declarations of restrictions taken as a whole may seem to be somewhat complex. The fact is, however, that the restrictions and conditions relating to any one lot are quite simple, and may be easily summarized.

Briefly, their main features are as follows:

Marking a greater step forward in the time that the protections will last than any other residential development in Southern California, is the provision of the Palos Verdes restrictions extending their life over a period of 37 years, or until 1960, with automatic extension for successive 20-year periods thereafter unless then changed by two-thirds of the property owners. Although the protection of such long time restrictions is most desirable the conditions surrounding property are subject to somewhat rapid change in a section so fast growing as Southern California, and hence a term as long as the above would be unsafe except for the provision

which has been included providing a means by which the zoning and local restrictions as to any lot may be modified with the approval of the owners of two-thirds of the property within 300 feet of the proposed change, and of Palos Verdes Homes Association and the Art Jury.

One important feature of the restrictions is that which requires an open or free space on each side of every dwelling, the extent of which varies with the location and the width of the lot. This assures the maintenance of a bright, open, sunshiny neighborhood for each dwelling, with a maximum of light and air, and avoids that unpleasant jamming of one house against another, which has spoiled so many residential developments.

The building set-back requirements from the street have been carefully worked out with the idea of maintaining views and increasing the architectural perspective. The average set-back is 20 to 30 feet, varying in different tracts according to the kind and type of house best suited to that location. For fire protection a set-back from rear lot lines is also required. All set-backs have been much modified where the lots are shallow or on hillsides where it is difficult to get into the buildings unless they are near to the street.

Not more than one house may be built on any building site which is zoned for single-family dwellings, nor may any building site be re-subdivided. In some cases, however, large lots have been designated as including more than one building site.

Palos Verdes is, of course, primarily a high class residential city in which over 90 per cent of all lots are restricted to one-family houses. No flats, apartments, duplexes, house-courts or stores are permitted in the single-family neighborhoods, but only at very limited convenient centers where they have been designed to be as much out of the way of the strictly home neighborhoods as possible. The four principal communities of Malaga Cove, Lunada Bay, Valmonte and Miraleste have as a matter of convenience reasonably small business centers, about two miles apart, where a few blocks of necessary stores, garages and service stations may be located. Adjoining them are some blocks open to apartment houses, hotels and house-courts. But the number and kind of these buildings have been

strictly limited, and the project will control their architectural design in such a way as to make them distinctive, attractive and convenient without in any way detracting from, but rather supplementing, the fine and extensive residential neighborhood surrounding them.

There are also established as a matter of convenience additional small business building groups at local centers about a mile apart, as at Monte Malaga, Zurita, Margate, etc., to serve areas that would otherwise be inconveniently far from a neighborhood store and market.

Industries, asylums, or nuisance businesses are prohibited in all parts of the Estates.

No billboards, advertising signs or "For Sale" signs can be erected in Palos Verdes, and the few store and business signs necessary must meet with the approval of the Art Jury.

The character of the property is such as to preclude the keeping of live stock, which includes rabbits, pigeons, chickens and other poultry, except where there is no residence within a considerable distance when they may be allowed in special cases, for private use only, by a special permit from the Palos Verdes Homes Association. Likewise, on the larger lots, a special permit may also be given for the keeping of horses and cows.

No outhouses, private garages or tents may be erected prior to the erection of the dwelling house or principal building on the lot.

The minimum cost of houses that may be erected ranges from a fairly low amount in areas where there are cheaper lots to considerably higher restrictions along the ocean bluffs and at special points, the amount being determined by the size, value and neighborhood of the lot.

But more important than any specific requirement as to the minimum cost of houses is the provision in the restrictions for the approval by Palos Verdes Homes Association and the Art Jury of the plans and specifications of all buildings prior to the beginning of construction, and of inspection during construction. This will be done from

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the beginning as carefully and thoroughly as it is in a large modern city, thus preventing the danger of careless or bad construction, defective wiring and plumbing, unfortunately so common in most of the unincorporated areas outside of the larger cities of Southern California. The experience of the best Eastern developments has shown that in practice this kind of regulation works greatly to the advantage of lot owners as a whole. It will further the harmonious and attractive development of the property and prevent unsightly buildings—with respect to their location on the lot, design or color scheme. It is also believed that with the long experience of the men intrusted with this part of the work, it will be possible to give, when plans are presented, suggestions of substantial value to home builders, and to prevent costly errors.

Fences, walls, hedges and poles will be limited to a reasonable height. No trees on any lot larger than twenty feet in height may be cut down without the consent of the Park Department of Palos Verdes Homes Association.

Easements and rights-of-way are reserved for sanitary, electrical utility and other necessary purposes on the rear five feet of lots, and also over side lines where needed. These easements will not interfere with the full and free use of property by owners for planting.

As nearly every lot must be provided with a private garage special attention has been given to the prevention of unsightly garages. Architects and builders have learned that the garage can very agreeably be made a part of most dwellings, but where this does not seem practicable the restrictions as to the location of garages have been carefully drawn to keep them in a location as unobtrusive and unobjectionable as possible.

To carry on the common interest and look after the maintenance and welfare of all lot owners right from the beginning, a community association, with the name of Palos Verdes Homes Association, has been incorporated as a non-stock, non-profit body under the laws of California, in which every building site has one vote. It will be the duty of this body to maintain the parks, street planting, and other community affairs, and to perpetuate the restrictions.

The Association is governed by a Board of five directors elected by the members. Each purchaser on receiving his deed or contract of sale automatically becomes a member of this Association and entitled to vote.

One of the greatest difficulties in starting new communities outside of an incorporated city is to bridge the gap of time from the beginning of the project until there are enough people under state law to organize the ordinary forms of government, and to employ the necessary help to keep up streets, parks and playgrounds, and to look after other community interests such as fire protection, secure the necessary watchmen and police, collect garbage, and the like. In smaller projects the selling company often provides a temporary paternalistic interest, which unfortunately, however, often later requires concessions for the sake of making sales that are not always to the greatest common good. To avoid all such difficulties Palos Verdes Homes Association and the Art Jury have been legally constituted under the restrictions, as perpetual bodies to carry out and look after, from the beginning, the best interests and highest ideals of the purchasers.

They will take care of the common and private parks, parking strips on the streets, sidewalk planting, etc.; see that vacant lots are kept free from weeds and rubbish; supervise the ornamental lighting features; care for and maintain club houses, tennis courts, golf courses or any other recreation features that the members may desire; arrange with county authorities for the upkeep of streets, fire and police protection; and otherwise co-operate with all authorities to assure the greatest common welfare to all residents and owners in Palos Verdes.

In order to defray the expenses necessary to properly maintain and fulfill the purposes of the Association, an annual tax or assessment will be levied by the officers on all lots which have been subdivided and legally filed of record in Palos Verdes, including those owned by the Project. This tax or assessment is limited so as never to exceed the rate of the old City of Los Angeles, and is established on the assessed valuations of the County Assessor.

While this maintenance charge will naturally be only made large enough to produce as much as is required for the proper upkeep of the property, and may in some years be considerably less than Los Angeles City taxes, the maximum has been established sufficiently large that the Association may have means for making an equitable assessment should residents and property owners desire further playground equipment, community meeting houses or other common improvements.

The Art Jury and the Palos Verdes Homes Association exist solely for the common benefit of all property owners in the Estates and should be made use of by them to bring about the most attractive, convenient and satisfactory development possible.

Owners expecting to build should instruct their architects to secure copies of the printed building code and other regulations from the Secretary of the Palos Verdes Homes Association, 504 Lane Mortgage Building, Los Angeles, or at Hotel Redondo, Redondo Beach, and to submit preliminary sketches to the Art Jury for approval in advance of starting working drawings. A building permit, such as is usually required in every incorporated city, is necessary before any construction can be commenced, signed by the Building Commissioner of Palos Verdes Homes Association and the Secretary of the Art Jury.

A complete printed copy of the restrictions of record for each tract will be furnished when contracts of sale or deeds are signed, or can be had upon application to Henry Clarke, Director of Sales, 501 Lane Mortgage Building, Los Angeles.

DECLARATION NO. 8* OF ESTABLISHMENT OF

LOCAL PROTECTIVE RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS
AND CHARGES AFFECTING THE REAL PROPERTY KNOWN AS

TRACT 6888—LUNADA BAY—PALOS VERDES ESTATES

WHICH IS SITUATED IN THE COUNTY OF LOS ANGELES

IN THE STATE OF CALIFORNIA

DATED, AUGUST 15, 1924

FILED OF RECORD, SEPTEMBER 6, 1924, IN BOOK 3443, PAGE 289 ET SEQ., OF OFFICIAL RECORDS
OF LOS ANGELES COUNTY

DECLARATION, made this 15th day of August, 1924, by Bank of America, a corporation organized and existing under and by virtue of the laws of the State of California:

WHEREAS, Bank of America is successor in interest to Commonwealth Trust Company by virtue of a merger of said Commonwealth Trust Company into the said Bank of America, effective at close of business on the 6th day of October, 1923, by virtue of an agreement of merger made and entered into between said Commonwealth Trust Company and said Bank of America; and,

WHEREAS, said Bank of America, as such successor to Commonwealth Trust Company, is owner of a certain tract of land in the County of Los Angeles, State of California, known as Tract No. 6888 of said County, as per Map recorded July 16, 1924, in Book 100, pages 67 to 72 of Maps, in the office of the County Recorder of said Los Angeles County; and,

WHEREAS, said Commonwealth Trust Company did on the 5th day of July, 1923, file in the office of the said County Recorder, in Book 2360, Page 231, of Official Records of said County, a certain Declaration of Establishment of Basic Protective Restrictions, et cetera, and Bank of America, as successor in interest to said Commonwealth Trust Company, did also on December 5th, 1923, file Amendment No. 1 thereto in Book 2940, Page 27, and on June 25th, 1924, Amendment No. 3 thereto, in Book 4019, Page 274 of said Official Records, which said Declaration and Amendments are hereinafter referred to as "Declaration No. 1," covering and applicable to certain property therein described, including all of said Tract 6888 above described; and,

WHEREAS, said Bank of America is about to sell, dispose of or convey certain portions of said property, which it desires to subject to certain additional local protective restrictions, conditions, covenants, reservations, liens and charges between it and the acquirers or users of said property, as hereinafter set forth; and,

WHEREAS, the power to interpret and enforce certain of the conditions, restrictions and charges set forth in this Declaration is to reside in Palos Verdes Homes Association, a non-profit, cooperative association organized and existing under and by virtue of the laws of the State of California, and in Palos Verdes Art Jury, created and established as provided in said Declaration No. 1:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Bank of America hereby certifies and declares that in addition and supplemental to the basic plan set forth in said "Declaration No. 1," it has established and does hereby establish the local plan for the protection, maintenance, development and improvement of said Tract 6888, and has fixed and does hereby fix the local protective restrictions, conditions, covenants, reservations, liens and charges upon and subject to which all lots, parcels, and portions of said tracts shall be held, leased or sold and/or conveyed by it as such owner, each and all of which is and are for the benefit of all of said Tract and of each owner of land therein and shall inure to and pass with said Tract and each and every parcel of land therein and shall apply to and bind the respective successors in interest of the present owners thereof, and are and each thereof is imposed upon said realty as a servitude in favor of said property, and each and every parcel of land therein as the dominant tenement or tenements, as follows, to-wit:

* Note—Declaration No. 8 and Declaration No. 1 (which is printed following it) are supplementary, both applying to property in Tract 6888.

USES OF PROPERTY
CLASS A DISTRICTS

Section 1. (a) The following portions of said tract are hereby established as Residence Districts of Class A as defined and limited in said Declaration No. 1:

All of the numbered lots and blocks of said Tract 6888 not otherwise established or classified in this section.

CLASS B DISTRICTS

(b) The following lots and portions of said tract are hereby established as Residence Districts of Class B, as defined and limited in said Declaration No. 1:

In Block 2211, Lots 11 to 16 inclusive;
In Block 2212, Lots 10 to 14, inclusive.

CLASS C-1 DISTRICTS

(c) The following lots and portions of said tract are hereby established as Residence Districts of Class C-1, as defined and limited in said Declaration No. 1:

In Block 2110, Lot 1;
In Block 2205, Lots 2 and 3;
In Block 2216, Lots 1 to 5 inclusive, and Lots 9 to 12 inclusive;
In Block 2217, Lots 1 to 5 inclusive;
In Block 2221, Lots 1 to 4 inclusive;
In Block 2225, Lots 1 to 6 inclusive;
In Block 2226, Lots 15 to 19 inclusive;
In Block 2318, Lot 4, and Lots 10 to 12 inclusive.

CLASS C-2 DISTRICTS

(d) The following lots and portions of said tract are hereby established as Residence Districts of Class C-2, as defined and limited in said Declaration No. 1:

In Block 2205, Lots 6 to 9 inclusive;
In Block 2210, Lots 10 to 14 inclusive;
In Block 2211, Lots 29 to 35 inclusive;
In Block 2213, Lots 3 to 9 inclusive;
In Block 2214, Lots 2 to 4 inclusive, and Lots 10 to 13 inclusive;
In Block 2216, Lots 6 to 8 inclusive;
In Block 2217, Lots 6 to 14 inclusive;
In Block 2218, Lots 1 to 6 inclusive;
In Block 2221, Lots 5 to 7 inclusive;
In Block 2222, Lots 1 to 3 inclusive, and Lot 8;
In Block 2223, Lots 5 and 6, and Lots 15 to 17 inclusive;
In Block 2225, Lot 11;
In Block 2226, Lots 9 to 14 inclusive.

CLASS C-3 DISTRICTS

(e) The following lots and portions of said tract are hereby established as Residence Districts of Class C-3, as defined and limited in said Declaration No. 1:

In Block 2213, Lots 1 and 2;
In Block 2214, Lots 5 to 9 inclusive, and Lots 14 to 17 inclusive;
In Block 2221, Lots 8 to 10 inclusive;
In Block 2225, Lots 7 to 10 inclusive;
In Block 2226, Lots 1 to 8 inclusive;
In Block 2317, Lots 1 to 10 inclusive;
In Block 2318, Lots 1 to 3 inclusive, and Lots 5 to 9 inclusive.

CLASS D DISTRICTS

(f) The following lots and portions of said tract are hereby established as Business and Public Use Districts of Class D, as defined and limited in said Declaration No. 1:

In Block 2205, Lots 1 and 4 and 5;
In Block 2214, Lot 1;
In Block 2217, Lots 15 and 16;
In Block 2218, Lot 7, and Lots 13 to 17 inclusive;
In Block 2219, Lots 3 to 5 inclusive, and Lots 11 and 12;
In Block 2222, Lots 9 to 11 inclusive;
In Block 2223, Lots 1 to 4 inclusive;
In Block 2224, Lots 5 to 7 inclusive, and Lots 10 to 13 inclusive.

(g) The following lots and portions of said tract are hereby established as Business and Public Use Districts of Class E, as defined and limited in said Declaration No. 1:

In Block 2223, Lots 7 to 12 inclusive;
In Block 2224, Lots 1 and 2.

(h) The following lots and portions of said tract are hereby established as Business and Public Use Districts of Class F, as defined and limited in said Declaration No. 1:

Lots A, B, C, D, E, F, G and H;
Block 2227, Lot 1.

(i) The following lots and portions of said tract are hereby established as Business and Public Use Districts of Class H, as defined and limited in said Declaration No. 1:

In Block 2218, Lots 8 to 12 inclusive;
In Block 2219, Lots 1 and 2, and Lots 6 to 10 inclusive, and Lots 18 to 16 inclusive;
In Block 2222, Lots 4 to 7 inclusive;
In Block 2223, Lots 13 and 14;
In Block 2224, Lots 3, 4, 8 and 9.

Section 2. (a) All of said lots in Residence Districts of Classes A or B are hereby established in a 2½-Story Height District, as defined and limited in said Declaration No. 1.

(b) All lots in said tract established in Residence Districts of Classes C-1, C-2 and C-3 and Business and Public Use Districts of Classes D, E, F and H are hereby established as 3-Story Height Districts, provided that structures on lots in Class F devoted to park or other public purposes may be built to such greater height as may be approved by the Park Department of Palos Verdes Homes Association and the Art Jury, subject to provisions of Section 22, Article IV, of said Declaration No. 1; and provided further that a structure for hotel purposes on Lot 1 in Block 2110 may be erected, constructed, altered or maintained in such parts only of said structure as may be approved in writing by the Art Jury, with an additional story in height, making four (4) stories in all, above the basement,

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provided said basement is not occupied for habitation purposes.

TYPE OF
ARCHITECTURE
TYPE I
ARCHITECTURE
DISTRICTS

Section 3. (a) The following lots of said tract are hereby established as Type I Architecture Districts, as defined and limited in said Declaration No. 1; provided that the main roof of all structures erected, constructed, altered or maintained in Type I Architecture Districts in said tract shall be of burned clay tile or slate approved by the Art Jury:

In Block 2110, Lot 1;
In Block 2111, Lots 1 to 6 inclusive, and Lots 9 and 10;
In Block 2205, Lots 10 to 15 inclusive;
In Block 2210, Lots 1 to 4 inclusive, and Lots 15 to 18 inclusive;
In Block 2211, Lots 11 to 16 inclusive;
In Block 2212, Lots 1 to 5 inclusive, and Lots 10 to 14 inclusive;
In Block 2216, Lots 1 to 5 inclusive, and Lots 11 and 12;
In Block 2217, Lots 1 to 5 inclusive;
In Block 2225, Lots 2 to 6 inclusive;
In Block 2226, Lots 15 to 19 inclusive;
In Block 2218, Lot 4, and Lots 10 to 12 inclusive.

TYPE III
ARCHITECTURE
DISTRICTS

(b) The following lots of said tract are hereby established as Type III Architecture Districts, as defined and limited in said Declaration No. 1:

In Block 2111, Lots 7 and 8;
In Block 2210, Lot 19;
In Block 2211, Lots 17 to 21 inclusive.

TYPE IV
ARCHITECTURE
DISTRICTS

(c) All of said tract, except as otherwise provided in this section, is hereby established as a Type IV Architecture District, as defined and limited in said Declaration No. 1.

MINIMUM
COST OF
BUILDINGS

Section 4. (a) No building or structure, exclusive of accessory outbuildings, shall be erected, placed or maintained upon any building site embracing any of the following lots or any portion or portions of said lots, which, including a reasonable fee of architect, and a reasonable profit of builder, shall cost or be of the value of less than the sum set opposite said lot in the following list, to-wit:

In Block 2110, Lot 1, \$250,000.
In Block 2111, Lots 1 to 6 inclusive, \$20,000.
Lots 7 and 8, \$10,000.
Lots 9 and 10, \$20,000.
Lots 11 to 17 inclusive, \$10,000.
In Block 2205, Lot 1, \$15,000.
Lots 2 to 8 inclusive, \$12,000.
Lot 9, \$15,000.
Lots 10 to 15 inclusive, \$8,000.
In Block 2210, Lots 1 to 4 inclusive, \$8,000.
Lots 5 to 9 inclusive, \$10,000.
Lot 10, \$15,000.
Lots 11 to 13 inclusive, \$12,000.
Lot 14, \$15,000.

Lots 15 to 18 inclusive, \$8,000.
Lot 19, \$10,000.
In Block 2211, Lots 1 to 10 inclusive, \$10,000.
Lots 11 to 16 inclusive, \$15,000.
Lot 17, \$10,000.
Lots 18 to 20 inclusive, \$8,000.
Lots 21 to 28 inclusive, \$10,000.
Lot 29, \$12,000.
Lot 30, \$15,000.
Lots 31 to 34 inclusive, \$12,000.
Lot 35, \$15,000.
In Block 2212, Lots 1 to 5 inclusive, \$20,000.
Lots 6 to 9 inclusive, \$10,000.
Lots 10 to 14 inclusive, \$15,000.
In Block 2213, Lot 1, \$12,000.
Lot 2, \$10,000.
Lot 3, \$15,000.
Lot 4, \$12,000.
Lots 5 and 6, \$15,000.
Lots 7 to 9 inclusive, \$12,000.
In Block 2214, Lots 1 and 2, \$15,000.
Lot 3, \$12,000.
Lots 4 to 9 inclusive, \$15,000.
Lots 10 to 12 inclusive, \$12,000.
Lot 13, \$15,000.
Lots 14 to 17 inclusive, \$10,000.
In Block 2216, Lots 1 to 6 inclusive, \$15,000.
Lots 7 and 8, \$12,000.
Lot 9, \$15,000.
Lots 10 to 12 inclusive, \$30,000.
In Block 2217, Lots 1 to 6 inclusive, \$15,000.
Lot 7, \$12,000.
Lot 8, \$12,000.
Lot 9, \$15,000.
Lots 10 to 14 inclusive, \$12,000.
Lot 15, \$15,000.
Lot 16, \$12,000.
In Block 2218, Lot 1, \$15,000.
Lots 2 to 6 inclusive, \$12,000.
Lot 7, \$15,000.
Lot 8, \$12,000.
Lots 9 to 14 inclusive, \$10,000.
Lot 15, \$20,000.
Lots 16 and 17, \$12,000.
In Block 2219, Lots 1 and 2, \$10,000.
Lot 3, \$20,000.
Lot 4, \$15,000.
Lot 5, \$25,000.
Lots 6 to 10 inclusive, \$15,000.
Lots 11 and 12, \$20,000.
Lots 13 to 16 inclusive, \$12,000.
In Block 2221, Lot 1, \$15,000.
Lots 2 to 4 inclusive, \$30,000.
Lots 5 and 6, \$12,000.
Lot 7, \$15,000.
Lots 8 and 9, \$10,000.
Lot 10, \$15,000.
In Block 2222, Lots 1 and 2, \$12,000.
Lot 3, \$15,000.
Lot 4, \$10,000.
Lot 5, \$15,000.
Lots 6 and 7, \$10,000.
Lot 8, \$20,000.
Lot 9, \$15,000.
Lot 10, \$12,000.
Lot 11, \$15,000.
In Block 2223, Lot 1, \$12,000.
Lot 2, \$15,000.
Lots 3 to 6 inclusive, \$10,000.
Lot 7, \$20,000.
Lots 8 to 10 inclusive, \$15,000.
Lots 11 and 12 together, \$25,000.
Lot 13, \$10,000.

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Lot 14, \$15,000.
 Lots 15 and 16, \$10,000.
 Lot 17, \$20,000.

In Block 2224, Lots 1 to 8 inclusive, \$10,000.
 Lots 4 to 10 inclusive, \$15,000.
 Lots 11 and 12, \$25,000.
 Lot 13, \$20,000.

In Block 2225, Lots 1 to 3 inclusive, \$20,000.
 Lots 4 to 7 inclusive, \$15,000.
 Lot 8, \$12,000.
 Lots 9 and 10, \$10,000.
 Lot 11, \$20,000.

In Block 2226, Lot 1, \$15,000.
 Lots 2 to 8 inclusive, \$10,000.
 Lots 9 to 19 inclusive, \$15,000.

In Block 2317, Lot 1, \$15,000.
 Lots 2 to 5 inclusive, \$10,000.
 Lot 6, \$12,000.
 Lots 7 to 10 inclusive, \$15,000.

In Block 2318, Lot 1, \$12,000.
 Lots 2 and 3, \$10,000.
 Lot 4, \$20,000.
 Lots 5 to 12 inclusive, \$15,000.

BUILDING SET-BACK LINES

Section 5. (a) No building or part thereof, including porches, except steps, balconies or other architectural features approved by the Art Jury, shall be erected, placed, permitted or maintained nearer the street or lot line hereinafter specified than as follows:

IN BLOCK 2110 Lot 1 not less than one hundred (100) feet from any boundary line of said lot and not more than seven hundred (700) feet from Paseo del Mar.

IN BLOCK 2111 Lot 1 not less than thirty-five (35) feet from Paseo del Mar;
 Lots 2 to 5 inclusive, not less than fifty (50) feet from Paseo del Mar;
 Lot 6 not less than sixty-five (65) feet from Paseo del Mar and not less than twenty (20) feet from Oakley Road;
 Lot 7 not less than thirty (30) feet from Yarmouth Road and not less than fifteen (15) feet from Chelsea Road, and not less than thirty (30) feet from the cut-off corner of their intersection;
 Lot 8 not less than thirty (30) feet from Yarmouth Road;
 Lot 9 not less than thirty (30) feet from Yarmouth Road and from Paseo del Mar;
 Lot 10 not less than thirty (30) feet from Yarmouth Road and not less than thirty-five (35) feet from Paseo del Mar;
 Lots 11 to 14 inclusive, not less than twenty-five (25) feet from Chelsea Road;
 Lot 15 not less than twenty-five (25) feet from Chelsea Road and not less than ten (10) feet from the south line of said lot;
 Lot 16 not less than forty (40) feet from Oakley Square;
 Lot 17 not less than forty (40) feet from Oakley Square and not less than ten (10) feet from Oakley Road.

IN BLOCK 2205 Lots 2 and 3 not less than ten (10) feet from Yarmouth Road;
 Lots 6 to 8 inclusive, not less than five (5) feet from Via Anacapa;
 Lot 9 not less than five (5) feet from Via Anacapa and Via Pacheco;
 Lots 10 to 12 inclusive, not less than twenty (20) feet from Yarmouth Road;

Lot 13 not less than twenty (20) feet from Yarmouth Road and not less than ten (10) feet from Via Pacheco, and not less than twenty (20) feet from the cut-off corner of their intersection;

Lots 14 and 15 not less than twenty (20) feet from Via Pacheco.

Lots 1 to 4 inclusive, not less than twenty (20) feet from Via Pacheco;
 Lots 5 to 8 inclusive, not less than twenty-five (25) feet from Thorley Place;
 Lot 9 not less than fifteen (15) feet from Thorley Place;

Lot 10 not less than five (5) feet from Via Pacheco and Via Anacapa;
 Lots 11 to 13 inclusive, not less than five (5) feet from Via Anacapa;

Lot 14 not less than five (5) feet from Via Anacapa and Thorley Place and from the cut-off corner of their intersection;

Lot 15 not less than ten (10) feet from Via Pacheco and not less than thirty (30) feet from Yarmouth Road;

Lots 16 to 18 inclusive, not less than thirty (30) feet from Yarmouth Road;

Lot 19 not less than thirty (30) feet from Yarmouth Road and from the cut-off corner of its intersection with Thorley Place, and not less than fifteen (15) feet from Thorley Place.

Lots 1 and 2 not less than twenty-five (25) feet from Chelsea Road;

Lot 3 not less than twenty-five (25) feet from Chelsea Road and not less than ten (10) feet from the south line of said lot;

Lots 4 to 8 inclusive, not less than forty (40) feet from Oakley Square;

Lot 9 not less than twenty (20) feet from Chelsea Road and not less than ten (10) feet from the north line of said lot;

Lots 10 to 15 inclusive, not less than twenty (20) feet from Chelsea Road;

Lot 16 not less than twenty (20) feet from Chelsea Road and not less than ten (10) feet from Via Bandini;

Lot 17 not less than fifteen (15) feet from Thorley Place and not less than thirty (30) feet from Yarmouth Road and from the cut-off corner of their intersection;

Lots 18 to 20 inclusive, not less than thirty (30) feet from Yarmouth Road;

Lot 21 not less than thirty (30) feet from Yarmouth Road and from the cut-off corner of its intersection with Chelsea Road, and not less than fifteen (15) feet from Chelsea Road;

Lot 22 not less than fifteen (15) feet from Thorley Place;

Lots 23 to 27 inclusive, not less than twenty-five (25) feet from Thorley Place;

Lot 28 not less than fifteen (15) feet from Thorley Place;

Lot 29 not less than ten (10) feet from Thorley Place;

Lot 30 not less than ten (10) feet from Thorley Place and Via Anacapa;

Lots 31 to 34 inclusive, not less than five (5) feet from Via Anacapa;

Lot 35 not less than five (5) feet from Via Anacapa and Via Bandini.

Lot 1 not less than twenty (20) feet from Oakley Road and not less than sixty-five (65) feet from Paseo del Mar;

Lots 2 to 4 inclusive, not less than fifty (50) feet from Paseo del Mar;

Lot 5 not less than fifty (50) feet from Paseo del Mar and not less than twenty (20) feet from Via Bandini;

IN BLOCK 2210

IN BLOCK 2211

IN BLOCK 22

IN BLOCK 2213

Lot 6 not less than ten (10) feet from Oakley Road and not less than forty (40) feet from Oakley Square;
 Lot 7 not less than forty (40) feet from Oakley Square;
 Lot 8 not less than twenty (20) feet from Chelsea Road and not less than ten (10) feet from the north line of said lot;
 Lots 9 to 13 inclusive, not less than twenty (20) feet from Chelsea Road;
 Lot 14 not less than twenty (20) feet from Chelsea Road and not less than ten (10) feet from Via Bandini.

IN BLOCK 2214

Lot 1 not less than five (5) feet from Via Pacheco and Via Bandini;
 Lot 2 not less than five (5) feet from Via Bandini;
 Lots 3 and 4 not less than five (5) feet from Via Anacapa;
 Lot 5 not less than five (5) feet from Via Bandini and Via Anacapa;
 Lot 6 not less than five (5) feet from Via Pacheco and Via Bandini;
 Lots 7 to 9 inclusive, not less than five (5) feet from Via Anacapa.

IN BLOCK 2216

Lot 2 not less than five (5) feet from Granvia La Costa;
 Lot 3 not less than five (5) feet from Via Anacapa;
 Lots 4 to 8 inclusive, not less than five (5) feet from Granvia La Costa;
 Lot 9 not less than five (5) feet from Granvia La Costa and Via Bandini;
 Lots 10 to 12 inclusive, not less than five (5) feet from Via Anacapa;
 Lot 13 not less than five (5) feet from Via Anacapa and Via Pacheco;
 Lots 14 and 15 not less than five (5) feet from Via Bandini;
 Lot 16 not less than five (5) feet from Via Pacheco and Via Bandini;
 Lot 17 not less than five (5) feet from Via Pacheco.

IN BLOCK 2217

Lot 1 not less than five (5) feet from Via Bandini and not less than ten (10) feet from Chelsea Road;
 Lots 2 to 4 inclusive, not less than fifteen (15) feet from Chelsea Road;
 Lot 5 not less than ten (10) feet from Chelsea Road;
 Lot 6 not less than five (5) feet from Chelsea Road and Avenida Mirola;
 Lots 7 and 8 not less than five (5) feet from Avenida Mirola;
 Lot 9 not less than ten (10) feet from Avenida Mirola;
 Lot 10 not less than ten (10) feet from Avenida Mirola and Paseo del Mar and not less than fifteen (15) feet from the cut-off corner of their intersection;
 Lot 11 not less than ten (10) feet from Paseo del Mar;
 Lot 12 not less than ten (10) feet from Paseo del Mar and from the cut-off corner of its intersection with Via Bandini, and not less than five (5) feet from Via Bandini.
 Lot 1 not less than five (5) feet from Via Bandini and not less than ten (10) feet from Chelsea Road;
 Lots 2 to 4 inclusive, not less than fifteen (15) feet from Chelsea Road;
 Lot 5 not less than ten (10) feet from Chelsea Road;
 Lot 6 not less than five (5) feet from Chelsea Road and Avenida Mirola;

Lots 7 and 8 not less than five (5) feet from Avenida Mirola;
 Lot 9 not less than five (5) feet from Via Bandini and Via Anacapa;
 Lots 10 to 14 inclusive, not less than five (5) feet from Via Anacapa.

Lot 1 not less than five (5) feet from Via Bandini and Via Anacapa;
 Lots 2 to 6 inclusive, not less than five (5) feet from Via Anacapa.

Lot 1 not less than ten (10) feet from Avenida Mirola;
 Lot 2 not less than ten (10) feet from Avenida Mirola and Paseo del Mar and not less than fifteen (15) feet from Mirola Plaza;
 Lot 3 not less than ten (10) feet from Paseo del Mar;
 Lot 4 not less than ten (10) feet from Paseo del Mar and not less than five (5) feet from Via Pena, and not less than ten (10) feet from the cut-off corner of their intersection;
 Lots 5 and 6 not less than five (5) feet from Avenida Mirola;
 Lot 7 not less than five (5) feet from Avenida Mirola and Chelsea Road;
 Lots 8 and 9 not less than five (5) feet from Chelsea Road;
 Lot 10 not less than five (5) feet from Chelsea Road and Via Pena.

Lots 1 and 2 not less than five (5) feet from Avenida Mirola;
 Lot 3 not less than five (5) feet from Avenida Mirola and Chelsea Road;
 Lot 8 not less than five (5) feet from Anacapa Plaza, Via Anacapa, and Chelsea Road.

Lots 5 and 6 not less than five (5) feet from Via Anacapa;
 Lots 15 and 16 not less than five (5) feet from Via Estrada;
 Lot 17 not less than five (5) feet from Via Anacapa, Anacapa Plaza and Via Estrada.

Lot 1 not less than five (5) feet from Via Pena and Paseo Lunado;
 Lots 2 to 5 inclusive, not less than five (5) feet from Paseo Lunado;
 Lot 6 not less than five (5) feet from Paseo Lunado and Anacapa Plaza;
 Lot 7 not less than five (5) feet from Via Pena and Chelsea Road;
 Lot 8 not less than five (5) feet from Via Pena;
 Lots 9 and 10 not less than five (5) feet from Chelsea Road;
 Lot 11 not less than five (5) feet from Chelsea Road, Anacapa Plaza and Anacapa Place.

Lot 1 not less than five (5) feet from Via Estrada and Via Pacheco;
 Lots 2 to 8 inclusive, not less than five (5) feet from Via Pacheco;
 Lot 9 not less than five (5) feet from Via Estrada and Via Anacapa;
 Lots 10 to 14 inclusive, not less than five (5) feet from Via Anacapa;
 Lot 15 not less than five (5) feet from Via Anacapa and Paseo Lunado;
 Lots 16 to 18 inclusive, not less than five (5) feet from Paseo Lunado;
 Lot 19 not less than five (5) feet from Paseo Lunado and Via Pacheco.

Lot 1 not less than thirty (30) feet from Anacapa Plaza and not less than twenty (20) feet from Via Anacapa, Paseo Lunado and Anacapa Place.

[12]

IN BLOCK 2218

IN BLOCK 2221

IN BLOCK 2222

IN BLOCK 2223

IN BLOCK 2225

IN BLOCK 2226

IN BLOCK 2227

IN BLOCK 2317

Lot 1 not less than five (5) feet from Via Estrada and Via Pacheco;
 Lots 2 to 5 inclusive not less than five (5) feet from Via Pacheco;
 Lot 6 not less than five (5) feet from Via Pacheco and Via Zumaya;
 Lot 7 not less than five (5) feet from Via Estrada and Granvia La Costa;
 Lots 8 and 9 not less than five (5) feet from Granvia La Costa;
 Lot 10 not less than five (5) feet from Granvia La Costa and Via Zumaya.

IN BLOCK 2318

Lot 1 not less than five (5) feet from Via Zumaya and Via Pacheco;
 Lots 2 and 3 not less than five (5) feet from Via Pacheco;
 Lot 4 not less than five (5) feet from Via Pacheco and Paseo Lunado;
 Lot 5 not less than five (5) feet from Via Zumaya and Granvia La Costa;
 Lots 6 to 11 inclusive, not less than five (5) feet from Granvia La Costa;
 Lot 12 not less than five (5) feet from Granvia La Costa and Paseo Lunado;

provided that from and after January 1st, 1930, for all of said lots then existing in Districts of Class C-2 and Class C-3, as defined and limited in said Declaration No. 1, all the above established building set-back lines shall, without further notice, action or agreement, cease to be in force or effect.

SET-BACKS
FROM SIDE
LOT LINES

(b) On every lot in a residence district of Class A there shall be left a free space adjoining each of the side lot lines thereof, extending the full depth of the lot; and no building or part thereof, including porches, except a private garage as provided in said Declaration No. 1, and steps, balconies or other architectural features approved by the Art Jury, shall be erected, permitted or maintained on or upon said free spaces of any numbered lot in said tract. The width of each of said free spaces, measured at any point in the depth of the lot, shall be not less than seven and one half ($7\frac{1}{2}$) feet plus one-tenth ($1/10$) foot for each foot by which the width of the lot at that point exceeds fifty (50) feet up to a maximum required width of free space of twenty (20) feet; provided, however, that the width of free space on one side of a lot may be reduced by not more than one-third ($1/3$) of the width above required if the width of the free space on the opposite side of the lot is at all points greater than the width above required by a proportionate amount. Provided that the provisions of this section shall not apply to the common lot line between lots used jointly as one building site or as to which an approved party-wall agreement exists as provided in paragraph (c) of Section 27 of Article IV of said Declaration No. 1.

If the width, or set-back lines of any lot be difficult of determination by reason of its irregular shape or otherwise, or, if the extent or location of the free spaces required herein be uncertain, the Building Commissioner of Palos Verdes Homes Association shall in all cases determine what are to be deemed the width and set-back lines of such lot and the extent and location of such free spaces, and such determination in respect thereto shall be final.

(c) Anything to the contrary herein notwithstanding, the right and power is expressly reserved to Bank of America and its successors in interest, on account of the irregular topography in said tract, the difficulty of making garages accessible to the street, and other unforeseen conditions which may work undue hardship in certain cases, to make by written agreement with the owner or owners of any lot in said tract reasonable variations in the set-back lines herein established, provided said variations are not, in the opinion of the Art Jury, injurious or undesirable to the neighborhood in which they occur, and the approval of the Art Jury be given thereto in writing.

VARIATIONS IN
SET-BACK LINES

Section 6. (a) Easements and Rights of Way are hereby specifically reserved to Bank of America, its successors and assigns, for the erection, construction, operation and maintenance of:

EASEMENTS AND
RIGHTS OF WAY

(1) Poles, wires and conduits for the transmission of electricity for lighting, heating, power, telephone and other purposes and for the necessary attachments in connection therewith; and,

(2) Public and private sewers, storm water drains, land drains and pipes, water systems, water, heating and gas mains or pipes; and,

(3) Any other method of conducting and performing any public or quasi-public utility service or function beneath the surface of the ground.

(b) Such Easements and Rights of Way are hereby specifically reserved on:

(1) The rear five (5) feet of the following lots:

In Block 2111, Lots 7, 8, 9 and 10;
 In Block 2205, Lots 2, 3, 12, 13, 14 and 15;
 In Block 2210, Lots 1 to 9 inclusive, and Lots 15 to 19 inclusive;
 In Block 2211, Lots 1 to 10 inclusive, and Lots 17 to 28 inclusive;
 In Block 2214, Lots 2 and 3;
 In Block 2216, Lots 6, 7 and 8;
 In Block 2217, Lots 6, 7 and 8;

in Block 2218, Lots 16 and 17;
 in Block 2219, Lots 4, 14 and 15;
 in Block 2221, Lots 5 and 6;
 in Block 2222, Lots 1, 2 and 10;
 in Block 2223, Lots 1 and 12;
 in Block 2225, Lot 8.

(2) The five (5) foot strip adjoining the following lot lines in said tract:

In Block 2211, on each side of the line dividing Lot 11 from Lots 7 and 8;
 In Block 2205, on each side of the line dividing Lot 11 from Lots 14 and 15;
 In Block 2211, on each side of the line dividing Lot 10 from Lot 11;
 In Block 2212, on each side of the line dividing Lot 9 from Lot 10;
 In Block 2213, on each side of the line dividing Lot 9 from Lot 4;
 In Block 2214, on each side of the line dividing Lot 4 from Lot 3;
 In Block 2216, on each side of the line dividing Lot 5 from Lots 6, 7 and 8;
 In Block 2217, on each side of the line dividing Lot 5 from Lots 6, 7 and 8.

(3) A three (3) foot strip adjoining each and every lot line in a Residence District of Class A and of Class B in said tract, provided that this subsection shall not apply to a lot line adjoining a street, walk or alley; and except as otherwise provided in this section.

(4) In and over all streets, walks and alleys in said tract.

(5) An easement for a pedestrian passageway sixteen (16) feet wide on the ground floor only and not less than twelve (12) feet in height along the southerly line of Lot 10 in Block 2223 extending from the arcade easement to a point sixteen (16) feet west of the westerly line of Lot 12, to provide a public passageway from the "turn" court south of Lot 10 to Lunada Plaza.

(c) No building or structure shall be erected, constructed, altered or maintained upon locations affected by said easements or rights of way provided that Palos Verdes Homes Association may give temporary permits, revocable at any time, for structures covering such portions of any easement or right of way as in its opinion may not be necessary for other use during the time of said permits.

(d) Said easements shall at all times be open to Bank of America, its successors and assigns and to Palos Verdes Homes Association, who shall have the right of ingress and egress thereto and therefrom, and the right, privilege and easement of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements and rights of way are reserved and

shall not thereby in any manner be deemed guilty of trespass; and Bank of America shall have the right at any time to convey or, with the written approval of Palos Verdes Homes Association, to extinguish such easements and rights of way as to any or all of said property.

(e) The right is expressly reserved to Bank of America, its successors and assigns, to suspend, use, maintain and replace over any portion of any lot in said tract within five and one-half (5½) feet from any lot line or of the line of any easement herein reserved to said Bank of America, wires, cross-arms, and appurtenances for conveying electric energy to be used for light, heat, power or other purposes, and use the same for such purposes, together with the right to alter the same in such manner as the requirements of Bank of America, its successors and assigns, may from time to time demand. No poles are to be placed within the space where such right to overhang is reserved. Bank of America, its successors and assigns, and its and their agents and employees, shall at all times have free access to said wires, cross-arms and appurtenances for the purpose of repairing, removing, maintaining and operating the same.

Section 7. No title to land in any street, walk or alley is intended to be conveyed to purchasers of any property except where expressly so stated in deeds.

TITLE TO
STREETS
RESERVED

Section 8. All of the restrictions, conditions, covenants, reservations, liens and charges set forth in this Declaration of Restrictions shall continue and remain in full force and effect at all times against said property and the owners thereof, subject to the right of change or modification provided for in Section 9 hereof, until January 1, 1960, and shall as then in force be continued automatically and without further notice from that time for a period of twenty years, and thereafter for successive periods of twenty years each without limitation unless within the six months prior to January 1, 1960, or within the six months prior to the expiration of any successive twenty-year period thereafter a written agreement executed by the then record owners of more than one-half in area of said property, exclusive of streets, parks and open spaces, be placed on record in the office of the County Recorder of Los Angeles County, by the terms of which agreement any of the said conditions, restrictions, covenants,

DURATION OF
RESTRICTIONS

[14]

reservations, liens or charges are changed, modified, or extinguished, in whole or in part, as to all or any part of the property originally subject thereto, in the manner and to the extent therein provided. In the event that any such written agreement of change or modification be duly executed and recorded, the original conditions, restrictions, covenants, reservations, liens and charges as therein modified shall continue in force for successive periods of twenty years each unless and until further changed, modified or extinguished in the manner herein provided.

MODIFICATION OF RESTRICTIONS

Section 9. Any of the conditions, restrictions, covenants, reservations, liens and charges set forth herein or hereafter established in any declaration of additional restrictions or deed, contract of sale or lease legally filed of record unless otherwise provided therein, may be changed or modified by written instrument duly executed and placed on record: (1) as to any property then owned by Bank of America, by Palos Verdes Homes Association and Bank of America; (2) as to any other property, by Palos Verdes Homes Association, the owner or owners of record of two-thirds in area of such property and Bank of America, or its successors in interest, as owners of the reversionary rights therein; provided, however, that in either case no change or modification shall be made without the written consent duly executed and recorded of the owners of record of not less than two-thirds in area of all lands held in private ownership within three hundred feet in any direction of the property concerning which a change or modification is sought to be made, and provided further that this shall not be construed as requiring the consent of the owners of any property not under jurisdiction of Palos Verdes Homes Association; and also provided that any approval given thereto by Palos Verdes Homes Association shall not be valid unless and until said Association shall first have had a public hearing thereon.

RECORDS AND REPORTS

Section 10. (1) Any agent or officer of Palos Verdes Homes Association and/or the Art Jury may at any reasonable time enter, inspect and report upon any property subject to the jurisdiction of Palos Verdes Homes Association and/or the Art Jury as to its maintenance or improvement in compliance with the provisions hereof; and Palos Verdes Homes Association, the Art Jury and/or any agent or officer thereof

shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. Palos Verdes Homes Association and/or the Art Jury may issue a certificate of completion and compliance as to any property so inspected and make and collect a charge therefor.

(2) For the purpose of making a search upon or guaranteeing or insuring title to, or any lien on and/or interest in any lot or parcel of said property, and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or non-performance of any of the acts in this Declaration of Restrictions authorized, permitted or to be approved by Palos Verdes Homes Association and/or the Art Jury, the records of the Secretary of Palos Verdes Homes Association and/or of the Art Jury shall be conclusive as to all matters shown by such records and the issuance of a certificate of completion and compliance by Palos Verdes Homes Association and by the Art Jury showing that the plans and specifications for the improvements or other matters herein provided for, or authorized, have been approved and that the said improvements have been made in accordance therewith, or of a certificate as to any matters relating to Palos Verdes Homes Association or to the Art Jury by the respective secretaries thereof shall be conclusive upon all persons and shall fully justify and protect any title company or person certifying, guaranteeing, or insuring the said title, or any lien thereon, and/or any interest therein, and shall also fully protect the purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of Palos Verdes Homes Association and/or the Art Jury. In any event after the expiration of one year from the date of the issuance of a building permit by Palos Verdes Homes Association for any structure, work, improvement or alteration, the said structure, work, improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all the provisions thereof, unless actual notice executed by Palos Verdes Homes Association and/or the Art Jury of such non-completion and/or non-compliance, shall appear of record in the office of the County Recorder of Los Angeles County, California, or legal proceedings shall have been instituted to enforce completion and/or compliance.

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ANNEXATION
OF ADDITIONAL
PROPERTY

Section 11. If, at any time, the owner or owners of lands adjoining or outside of said property shall agree with Bank of America, or its successors in interest, and/or Palos Verdes Homes Association to hold, sell and convey said land subject to restrictions, conditions, covenants, reservations, liens or charges set forth in an agreement and/or Declaration of Restrictions duly executed by such owner or owners and approved by Palos Verdes Homes Association and the Art Jury, and such agreement and/or Declaration of Restrictions shall thereafter be recorded in the office of the County Recorder of Los Angeles County, California, Palos Verdes Homes Association and the Art Jury shall from and after the date of said recordation have power to do and perform any and all of the acts, to fix, impose and collect charges, assessments and dues from the owners of said property as therein provided and to grant said owner or owners membership in Palos Verdes Homes Association as therein agreed to and provided; provided, however, that the Art Jury shall have full jurisdiction over all lands and property over which Palos Verdes Homes Association may at any time have jurisdiction.

REVERSION
OF TITLE

Section 12. Each and all of said restrictions, conditions, covenants, reservations, liens and charges is and are for the benefit of each owner of land (or any interest therein) in said property and they and each thereof shall inure to and pass with each and every parcel of said property, shall apply to and bind the respective successors in interest of Bank of America. Each grantee of Bank of America of any part or portion of the said property by acceptance of a deed incorporating the substance of this Declaration either by setting it forth or by reference therein, accepts the same subject to all of such restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers of the Art Jury and of Palos Verdes Homes Association. A breach of any of the restrictions, conditions and covenants hereby established shall cause the real property upon which such breach occurs to revert to Bank of America, or its successors in interest, as owners of the reversionary rights herein provided for; and the owner of such reversionary rights shall have the right of immediate re-entry upon such real property, in the event of any such breach; and, as to each lot owner in the said property, the

said restrictions, conditions and covenants shall be covenants running with the land, and the breach of any thereof, and the continuance of any such breach, may be enjoined, abated or remedied by appropriate proceedings by the owner of the reversionary rights or by any such owner of other lots or parcels in said property or by Palos Verdes Homes Association, but such reversion shall not affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith and for value; provided, however, that any subsequent owner of said property shall be bound by the said restrictions, conditions and covenants, whether obtained by foreclosure or at trustee's sale or otherwise.

Section 13. The violation of any of the restrictions or conditions or breach of any of the covenants hereby established shall also give to Bank of America, or its successors in interest, and/or to Palos Verdes Homes Association the right to enter upon the property upon or as to which such violation or breach exists, and to summarily abate and remove at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and Bank of America, or its successors in interest, or Palos Verdes Homes Association, shall not be deemed guilty of any manner of trespass for such entry, abatement or removal.

Section 14. Every act or omission whereby any restriction, condition or covenant in this Declaration set forth is violated in whole or in part is declared to be and shall constitute a nuisance, and may be abated by Bank of America, or its successors in interest, and/or by Palos Verdes Homes Association and/or by any lot owner subject to the jurisdiction of Palos Verdes Homes Association; and such remedy shall be deemed cumulative and not exclusive.

Section 15. All of said restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together, but if it shall, at any time, be held that any one of said restrictions, conditions, covenants, reservations, liens or charges or any part thereof is invalid, or for any reason becomes unenforceable, no other restriction, condition, covenant, reservation, lien or charge or any part thereof shall be thereby affected or impaired; and the grantor and grantee, their

VIOLATION OF
CONDITIONS

VIOLATION
CONSTITUTES
NUISANCE

CONSTRUCTION
AND VALIDITY
OF RESTRICTION

[15a]

ASSIGNMENT
OF POWERS

successors, heirs and/or assigns, shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared invalid.

Section 16. Any or all of the rights and/or powers of Bank of America herein contained as to any of the said property may be delegated, transferred, assigned or conveyed to any person, corporation or association or to Palos Verdes Homes Association and wherever Bank of America is herein referred to, such reference shall be deemed to include its successors in interest as owners of the reversionary rights herein provided for.

INTERPRETATION
AND ENFORCEMENT
BY PALOS
VERDES HOMES
ASSOCIATION

Section 17. In its own name, so far as it may lawfully do so, and/or in the name of Bank of America or of any lot or parcel owner subject to its jurisdiction, Palos Verdes Homes Association shall interpret and/or enforce any or all restrictions, conditions, covenants, reservations, liens, charges and agreements herein or at any time created for the benefit of the said property or any property which may hereafter be expressly made subject to its jurisdiction by the owners thereof, or to which said lots or any of them may at any time be subject. In case of uncertainty as to meaning of said provisions or of any pro-

visions of this Declaration, Palos Verdes Homes Association shall, in all cases, interpret the same and such interpretation shall be final and conclusive upon all interested parties.

Section 18. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Bank of America, Palos Verdes Homes Association, by the owner or owners of any property in said tract, their, and each of their, legal representatives, heirs, successors and assigns, and failure by Bank of America, Palos Verdes Homes Association or any property owner, or their legal representatives, heirs, successors, and assigns, to enforce any of such restrictions, conditions, covenants, reservations, liens or charges shall in no event be deemed a waiver of the right to do so thereafter.

Section 19. Any portion of the said property or any interest therein, title to which is acquired by the State of California and/or the United States of America and/or by any public authority, may with the written approval of the Bank of America, or its successors in interest to the reversionary rights provided for herein, and the Art Jury, be specifically exempted from any or all of the provisions herein except the provisions of Sections 8 to 19 inclusive hereof.

RIGHT TO
ENFORCE

EXCEPTIONS

IN WITNESS WHEREOF, said BANK OF AMERICA has this 15th day of August, 1924, hereunto caused its corporate name and seal to be affixed by its Vice-President and Secretary, thereunto duly authorized.

BANK OF AMERICA,

By JAY E. RANDALL,
Vice-President.

By V. P. SHOWERS,
Secretary.

STATE OF CALIFORNIA, }
COUNTY OF LOS ANGELES, } 43

On this 15th day of August, in the year one thousand nine hundred and twenty-four, before me, May Grant, a Notary Public in and for said County, personally appeared Jay E. Randall, known to me to be the Vice-President, and V. P. Showers, known to me to be the Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

[SEAL]

MAY GRANT,
Notary Public in and for the County of
Los Angeles, State of California.

[15b]

DECLARATION NO. 21* OF ESTABLISHMENT OF

LOCAL PROTECTIVE RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS AND
CHARGES AFFECTING THE REAL PROPERTY KNOWN AS

TRACT 7331—LUNADA BAY—PALOS VERDES ESTATES

WHICH IS SITUATED IN THE COUNTY OF LOS ANGELES
IN THE STATE OF CALIFORNIA

FILED OF RECORD, SEPTEMBER 29, 1924, IN BOOK 3434, PAGE 165 ET SEQ., OF OFFICIAL
RECORDS OF LOS ANGELES COUNTY

DATED SEPTEMBER 18, 1924

DECLARATION, made this 18th day of September, 1924, by Bank of America, a corporation organized and existing under and by virtue of the laws of the State of California:

WHEREAS, Bank of America is successor in interest to Commonwealth Trust Company, by virtue of a merger of said Commonwealth Trust Company into the said Bank of America, effective at close of business on the 6th day of October, 1923, by virtue of an agreement of merger made and entered into between said Commonwealth Trust Company and said Bank of America; and,

WHEREAS, said Bank of America, as such successor to Commonwealth Trust Company, is owner of a certain tract of land in the County of Los Angeles, State of California, known as Tract Number 7331 of said County, as per map recorded August 13, 1924, in Book 102, Pages 46 to 50, of Maps, in the office of the County Recorder of said Los Angeles County; and,

WHEREAS, said Commonwealth Trust Company did on the 5th day of July, 1923, file in the office of the said County Recorder, in Book 2360, Page 231, of Official Records of said County, a certain Declaration of Establishment of Basic Protective Restrictions, et cetera, and Bank of America, as successor in interest to said Commonwealth Trust Company, did also on December 5th, 1923, file Amendment No. 1 thereto in Book 2940, Page 27, and on June 25th, 1924, Amendment No. 3 thereto, in Book 4019, Page 274, of said Official Records, which said Declaration and Amendments are hereinafter referred to as "Declaration No. 1," covering and applicable to certain property therein described, including all of the real property now included in said Tract 7331; and,

WHEREAS, said Bank of America is about to sell, dispose of or convey certain portions of said property, which it desires to subject to certain additional local protective restrictions, conditions, covenants, reservations, liens and charges between it and the acquirers or users of said property, as hereinafter set forth; and,

WHEREAS, the power to interpret and enforce certain of the conditions, restrictions and charges set forth in this Declaration is to reside in Palos Verdes Homes Association, a non-profit, cooperative association organized and existing under and by virtue of the laws of the State of California, and in Palos Verdes Art Jury, created and established as provided in said Declaration No. 1:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Bank of America hereby certifies and declares that in addition and supplemental to the basic plan set forth in said "Declaration No. 1," it has established and does hereby establish the local plan for the protection, maintenance, development and improvement of said Tract 7331, and has fixed and does hereby fix the local protective restrictions, conditions, covenants, reservations, liens and charges upon and subject to which all lots, parcels and portions of said tract shall be held, leased or sold and/or conveyed by it as such owner, each and all of which is and are for the benefit of all of said Tract and of each owner of land therein and shall inure to and pass with said Tract and each and every parcel of land therein and shall apply to and bind the respective successors in interest of the present owners thereof, and are and each thereof is imposed upon said realty as a servitude in favor of said property, and each and every parcel of land therein as the dominant tenement or tenements, as follows, to wit:

* Note—Declaration No. 21 and Declaration No. 1 (which is printed following it) are supplementary, both applying to property in Tract 7331.

[15c]

USES OF PROPERTY	Section 1. (a) The following portions of said tract are hereby established as Residence Districts of Class A as defined and limited in said Declaration No. 1:	building site embracing any of the following lots or any portion or portions of said lots, which, including a reasonable fee of architect, and a reasonable profit of builder, shall cost or be of the value of less than the sum set opposite said lot in the following list, to-wit:	
CLASS A DISTRICTS	All of the numbered lots and blocks of said tract not otherwise established or classified in this section.	In Block 1171, Lots 1 to 6 inclusive, \$30,000. In Block 1190, Lots 1 to 18 inclusive, \$10,000. Lot 19, \$15,000. Lots 20 to 31 inclusive, \$20,000. Lot 32, \$30,000. In Block 1290, Lots 1 to 9 inclusive, \$8,000. Lot 10, \$10,000. Lot 11, \$8,000. Lots 12 to 15 inclusive, \$6,000. Lots 16 to 22 inclusive, \$8,000. Lot 23, \$10,000. In Block 2100, Lot 1, \$30,000. Lots 2 to 5 inclusive, \$20,000. Lot 6, \$15,000. Lots 7 to 11 inclusive, \$10,000. In Block 2101, Lots 1 to 4 inclusive, \$20,000. Lots 5 and 6, \$10,000. Lots 7 and 8, \$20,000. Lots 9 to 13 inclusive, \$10,000. In Block 2102, Lots 1 to 4 inclusive, \$10,000. Lots 5 to 7 inclusive, \$8,000. Lot 8, \$10,000. Lots 9 and 10, \$8,000. Lot 11, \$10,000. In Block 2200, Lot 1, \$15,000. Lots 2 to 6 inclusive, \$10,000. Lots 7 to 13 inclusive, \$8,000. In Block 2201, Lots 1 to 14 inclusive, \$8,000. Lot 15, \$10,000. Lots 16 to 18 inclusive, \$8,000. In Block 2202, Lot 1, \$10,000. Lots 2 to 7 inclusive, \$8,000. Lot 8, \$40,000. Lots 9 to 14 inclusive, \$8,000. Lot 15, \$10,000. Lot 16, \$8,000. Lots 17 to 22 inclusive, \$10,000. Lots 23 and 24, \$15,000.	
CLASS C-1 DISTRICTS	(b) The following lots and portions of said tract are hereby established as Residence Districts of Class C-1, as defined and limited in said Declaration No. 1: In Block 2202, Lots 23 and 24.		
CLASS F DISTRICTS	(c) The following lots and portions of said tract are hereby established as Business and Public Use Districts of Class F, as defined and limited in said Declaration No. 1: Lots A, B, C, D and E.		
CLASS G DISTRICTS	(d) The following lots and portions of said tract are hereby established as Business and Public Use Districts of Class G, as defined and limited in said Declaration No. 1: In Block 2202, Lot 8.		
BUILDING HEIGHT LIMITS	Section 2. All of said tract is hereby established as a Two and One-half (2½) Story Height District, as defined and limited in said Declaration No. 1.		
TYPE OF ARCHITECTURE	Section 3. (a) All of said tract, except as otherwise provided in this section, is hereby established as a Type I Architecture District, as defined and limited in said Declaration No. 1; provided that the main roofs of all structures erected, constructed, altered or maintained in Type I Architecture Districts in said tract shall be of burned clay tile or slate approved by the Art Jury.		
TYPE I ARCHITECTURE DISTRICTS			
TYPE III ARCHITECTURE DISTRICTS	(b) The following lots of said tract are hereby established as Type III Architecture Districts, as defined and limited in said Declaration No. 1: In Block 2100, Lots 7 to 11 inclusive; In Block 2101, Lots 5 and 6 and Lots 9 to 13 inclusive; In Block 2102, Lots 1 to 11 inclusive; In Block 2200, Lots 2 to 6 inclusive, and Lots 10 to 13 inclusive; In Block 2201, Lots 7 to 10 inclusive, and Lots 14 and 15.		
TYPE IV ARCHITECTURE DISTRICTS	(c) The following lot of said tract is hereby established as Type IV Architecture District, as defined and limited in said Declaration No. 1: In Block 2202, Lot 8.		
MINIMUM COST OF BUILDINGS	Section 4. (a) No building or structure, exclusive of accessory outbuildings, shall be erected, placed or maintained upon any	Section 5. (a) No building or part thereof including porches, except steps, balconies or other architectural features approved by the Art Jury, shall be erected, placed, permitted or maintained nearer the street or lot line hereinafter specified than as follows: Lot 1 not less than fifty (50) feet east from the westerly line of said Lot 1, or from Paseo del Mar, and not less than eighty (80) feet south from the northerly line of said Lot 1; Lots 2 to 6 inclusive, not less than sixty (60) feet from Lot E and not less than fifty (50) feet from Paseo del Mar. Lot 1 not less than twenty (20) feet from Cloyden Road and not less than thirty (30) feet from Chelsea Road; Lots 2 to 10 inclusive, not less than thirty (30) feet from Chelsea Road; Lots 11 and 12, not less than thirty (30) feet from Chelsea Road and not less than ten (10) feet from the walk lying between them;	BUILDING SET-BACK LINES

[15d]

Lots 18 to 17 inclusive, not less than thirty (30) feet from Chelsea Road;
 Lot 18 not less than twenty (20) feet from Chelsea Road;
 Lot 19 not less than ten (10) feet from Chelsea Road and Epping Road and not less than twenty (20) feet from Epping Circle;
 Lot 20 not less than twenty (20) feet from Cloyden Road and not less than fifty (50) feet from the cut-off corner of the intersection of Cloyden Road and Paseo del Mar;
 Lots 21 to 25 inclusive, not less than fifty (50) feet from Paseo del Mar;
 Lots 26 and 27 not less than fifty (50) feet from Paseo del Mar and not less than ten (10) feet from the walk lying between them;
 Lots 28 to 31 inclusive, not less than fifty (50) feet from Paseo del Mar;
 Lot 32 not less than sixty (60) feet from Paseo del Mar and not less than twenty (20) feet from Epping Road.

IN BLOCK 1290

Lot 1 not less than ten (10) feet from Dalton Road and not less than thirty-five (35) feet from Granvia La Costa;
 Lots 2 to 9 inclusive, not less than thirty-five (35) feet from Granvia La Costa;
 Lot 10 not less than fifty (50) feet from Granvia La Costa and not less than ten (10) feet from Lot D;
 Lot 11 not less than twenty (20) feet from Dalton Road and Via Pacheco;
 Lots 12 to 15 inclusive, not less than twenty (20) feet from Dalton Road;
 Lot 16 not less than twenty (20) feet from Via Pacheco;
 Lots 17 to 22 inclusive, not less than thirty (30) feet from Via Pacheco;
 Lot 23 not less than fifty (50) feet from Via Pacheco and not less than ten (10) feet from Lot C.

IN BLOCK 2100

Lot 1 not less than twenty (20) feet from Epping Road and not less than sixty (60) feet from Paseo del Mar;
 Lots 2 to 4 inclusive, not less than fifty (50) feet from Paseo del Mar;
 Lot 5 not less than fifty (50) feet from Paseo del Mar and not less than ten (10) feet from the walk lying between Block 2100 and Block 2101;
 Lot 6 not less than ten (10) feet from Epping Road and Chelsea Road and not less than twenty (20) feet from Epping Circle;
 Lots 7 and 8 not less than ten (10) feet from Chelsea Road;
 Lots 9 and 10 not less than forty (40) feet from Chelsea Road;
 Lot 11 not less than forty (40) feet from Chelsea Road and not less than ten (10) feet from the walk lying between Block 2100 and Block 2101.

IN BLOCK 2101

Lot 1 not less than fifty (50) feet from Paseo del Mar and not less than ten (10) feet from the walk lying between Block 2100 and Block 2101;
 Lots 2 and 3 not less than fifty (50) feet from Paseo del Mar;
 Lot 4 not less than forty (40) feet from Paseo del Mar;
 Lot 5 not less than fifteen (15) feet from Chelsea Road and not less than thirty (30) feet from Yarmouth Road and the cut-off corner of its intersection with Chelsea Road;
 Lot 6 not less than thirty (30) feet from Yarmouth Road;

Lot 7 not less than thirty (30) feet from Yarmouth Road and Paseo del Mar;
 Lot 8 not less than forty (40) feet from Paseo del Mar;
 Lot 9 not less than forty (40) feet from Chelsea Road and not less than ten (10) feet from the walk lying between Block 2100 and Block 2101;
 Lots 10 and 11 not less than forty (40) feet from Chelsea Road;
 Lots 12 and 13 not less than fifteen (15) feet from Chelsea Road.

Lot 1 not less than forty (40) feet from Chelsea Road and not less than ten (10) feet from the walk lying between Block 2200 and Block 2102;
 Lots 2 and 3 not less than forty (40) feet from Chelsea Road;
 Lot 4 not less than fifteen (15) feet from Chelsea Road;
 Lot 5 not less than ten (10) feet from the walk lying between Block 2200 and Block 2102 and not less than forty (40) feet from Thorley Road;
 Lot 6 not less than forty (40) feet from Thorley Road;
 Lot 7 not less than twenty (20) feet from Thorley Road;
 Lot 8 not less than twenty (20) feet from Thorley Road and not less than thirty (30) feet from Yarmouth Road and not less than thirty-five (35) feet from the cut-off corner of their intersection;
 Lots 9 and 10 not less than thirty (30) feet from Yarmouth Road;
 Lot 11 not less than thirty (30) feet from Yarmouth Road and the cut-off corner of its intersection with Chelsea Road, and not less than fifteen (15) feet from Chelsea Road.

IN BLOCK 2102

Lot 1 not less than ten (10) feet from Epping Road and Chelsea Road and not less than twenty (20) feet from Epping Circle;
 Lots 2 and 3 not less than ten (10) feet from Chelsea Road;
 Lots 4 and 5 not less than forty (40) feet from Chelsea Road;
 Lot 6 not less than forty (40) feet from Chelsea Road and not less than ten (10) feet from the walk lying between Block 2200 and Block 2102;
 Lots 7 and 8 not less than twenty-five (25) feet from Epping Road;
 Lot 9 not less than twenty-five (25) feet from Epping Road and not less than fifteen (15) feet from Thorley Road;
 Lots 10 and 11 not less than twenty (20) feet from Thorley Road;
 Lot 12 not less than forty (40) feet from Thorley Road;
 Lot 13 not less than forty (40) feet from Thorley Road and not less than ten (10) feet from the walk lying between Block 2200 and Block 2102.

IN BLOCK 2200

Lot 1 not less than twenty-five (25) feet from Epping Road and not less than fifteen (15) feet from Thorley Road;
 Lots 2 to 5 inclusive, not less than twenty-five (25) feet from Epping Road;
 Lot 6 not less than twenty-five (25) feet from Epping Road and not less than fifteen (15) feet from Via Pacheco, and not less than forty (40) feet from the cut-off corner of their intersection;

IN BLOCK 2201

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IN BLOCK 2202

Lot 7 not less than twenty (20) feet from Thorley Road;
 Lots 8 to 10 inclusive, not less than forty (40) feet from Thorley Road;
 Lot 11 not less than twenty-five (25) feet from Via Pacheco and not less than thirty (30) feet from Yarmouth Road;
 Lots 12 to 14 inclusive, not less than thirty (30) feet from Yarmouth Road;
 Lot 15 not less than thirty (30) feet from Yarmouth Road and not less than twenty (20) feet from Thorley Road and not less than thirty-five (35) feet from the cut-off corner of their intersection;
 Lots 16 to 18 inclusive, not less than twenty-five (25) feet from Via Pacheco;
 Lot 1 not less than fifty (50) feet from Via Pacheco and not less than ten (10) feet from Lot C;
 Lots 2 to 5 inclusive, not less than thirty (30) feet from Via Pacheco;
 Lots 6 and 7 not less than fifty (50) feet from Via Pacheco;
 Lot 8 not less than twenty (20) feet from Via Pacheco;
 Lots 9 and 10 not less than fifty (50) feet from Via Pacheco;
 Lot 11 not less than twenty (20) feet from Via Pacheco;
 Lot 12 not less than twenty (20) feet from Via Pacheco and Yarmouth Road, and not less than forty (40) feet from the cut-off corner of their intersection;
 Lots 13 and 14 not less than twenty (20) feet from Yarmouth Road;
 Lot 15 not less than fifty (50) feet from Granvia La Costa and not less than ten (10) feet from Lot D;
 Lots 16 to 21 inclusive, not less than thirty-five (35) feet from Granvia La Costa;
 Lot 22 not less than twenty (20) feet from Granvia La Costa;
 Lot 23 not less than ten (10) feet from Yarmouth Road;
 Lot 24 not less than ten (10) feet from Yarmouth Road and Granvia La Costa;
 Lot A of said tract not less than thirty (30) feet from Chelsea Road or Via Pacheco, and not less than twenty (20) feet from Cloyden Road or Dalton Road;
 Lot B of said tract not less than twenty (20) feet from Epping Circle and not less than ten (10) feet from that portion of Epping Road opposite Lot 1 of Block 2200, and from that portion of Chelsea Road opposite Lot 19 of Block 1190, and not less than thirty (30) feet from the balance of Chelsea Road along said lot, and not less than twenty-five (25) feet from the balance of Epping Road along said lot, and not less than thirty (30) feet from Via Pacheco.

SET-BACKS
FROM SIDE LOT
LINES

(b) On every lot in a residence district of Class A there shall be left a free space adjoining each of the side lot lines thereof, extending the full depth of the lot; and no building or part thereof, including porches, except a private garage, as provided in said Declaration No. 1, and steps, balconies or other architectural features approved by the Art Jury, shall be erected, permitted or maintained on or upon said free spaces of any numbered lot in said tract. The width

of each of said free spaces, measured at any point in the depth of the lot, shall be not less than seven and one-half ($7\frac{1}{2}$) feet plus one-tenth ($\frac{1}{10}$) foot for each foot by which the width of the lot at that point exceeds fifty (50) feet up to a maximum required width of free space of twenty (20) feet; provided, however, that the width of free space on one side of a lot may be reduced by not more than one-third ($\frac{1}{3}$) of the width above required if the width of the free space on the opposite side of the lot is at all points greater than the width above required by a proportionate amount. PROVIDED, that the provisions of this section shall not apply to the common lot line between lots used jointly as one building site or as to which an approved party-wall agreement exists as provided in paragraph (c) of Section 27 of Article IV of said Declaration No. 1.

If the width, or set-back lines of any lot be difficult of determination by reason of its irregular shape or otherwise, or, if the extent or location of the free spaces required herein be uncertain, the Building Commissioner of Palos Verdes Homes Association, shall in all cases determine what are to be deemed the width and set-back lines of such lot and the extent and location of such free spaces, and such determination in respect thereto shall be final.

(c) Anything to the contrary herein notwithstanding, the right and power is expressly reserved to Bank of America and its successors in interest, on account of the irregular topography in said tracts, the difficulty of making garages accessible to the street, and other unforeseen conditions which may work undue hardship in certain cases, to make by written agreement with the owner or owners of any lot in said tract reasonable variations in the set-back lines herein established, provided said variations are not, in the opinion of the Art Jury, injurious or undesirable to the neighborhood in which they occur and the approval of the Art Jury be given thereto in writing.

VARIATIONS IN
SET-BACK LINES

Section 6. (a) Easements and Rights of Way are hereby specifically reserved to Bank of America, its successors and assigns, for the erection, construction, operation and maintenance of:

EASEMENTS AND
RIGHTS OF WAY

(1) Poles, wires and conduits for the transmission of electricity for lighting, heating, power, telephone and other purposes and for the necessary attachments in connection therewith; and,

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(2) Public and private sewers, storm water drains, land drains and pipes, water systems, water, heating and gas mains or pipes; and,

(3) Any other method of conducting and performing any public or quasi-public utility service or function beneath the surface of the ground.

(b) Such Easements and Rights of Way are hereby specifically reserved on:

(1) The rear five (5) feet of each and every numbered lot in said tract except as follows:

All of Block 1171;
All of Block 1190;
All of Block 2100;
All of Block 2101;
In Block 1290, Lots 1 to 10 inclusive, and Lots 19 to 23 inclusive;
In Block 2202, Lots 1 to 8 inclusive, and Lots 15 to 22 inclusive.

(2) The five (5) foot strip adjoining the following lot lines in said tract:

In Block 1171, on each side of the line dividing Lot 4 from Lot 5;
In Block 1290, on each side of the line dividing Lot 11 from Lot 12;
In Block 2101, on each side of the line dividing Lots 5 and 6 from Lot 13 and Lot 7 from Lot 4;

In Block 2102, on each side of the line dividing Lots 4 and 7 from Lots 8 to 11 inclusive;

In Block 2200, on each side of the line dividing Lot 10 from Lots 7, 8 and 9;

In Block 2201, on each side of the line dividing Lots 7 and 16 from Lots 1 to 6 inclusive, and

Lots 10 and 18 from Lots 11 to 15 inclusive;

In Block 2202, on each side of the line dividing Lot 8 from Lots 9 and 14, Lot 14 from Lots 9 and 10; Lot 18 from Lots 10 and 11.

(3) The thirty (30) foot strip on each side of the lot line dividing Lots 2 and 3 and Lots 20 and 21 in Block 1190; provided that this easement shall be for park, recreation and bridle path or walk purposes.

(4) A three (3) foot strip adjoining each and every lot line in a Residence District of Class A in said tract, provided that this subsection shall not apply to a lot line adjoining a street, walk or alley and except adjoining the following lot lines:

All of Block 1171;
In Block 1190, the lot line between Lots 2 and 3 and Lots 20 and 21;
In Block 2201, the lot line between Lots 1 and 2;
In Blocks 1290 and 2202, the lot lines adjoining Lots C and D.

(5) In and over all streets, walks and alleys and Lots C and D.

Sections 6 (c) to 19 inclusive, of this Declaration No. 21 are the same as the sections of the same numbers in Declaration No. 8, printed on pages 14 to 15b inclusive, of this booklet.

IN WITNESS WHEREOF, said BANK OF AMERICA has this 18th day of September, 1924, hereunto caused its corporate name and seal to be affixed by its Vice-President and Secretary, thereunto duly authorized.

BANK OF AMERICA,

By JAY E. RANDALL,
Vice-President.

By V. P. SHOWERS,
Secretary.

STATE OF CALIFORNIA, }
COUNTY OF LOS ANGELES, }

On this 24th day of September, in the year one thousand nine hundred and twenty-four, before me, Ford Hendricks, a Notary Public in and for said County, personally appeared Jay E. Randall, known to me to be the Vice-President, and V. P. Showers, known to me to be the Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

FORD HENDRICKS,
Notary Public in and for the County of
Los Angeles, State of California.

DECLARATION NO. 1
DECLARATION OF ESTABLISHMENT
OF

BASIC PROTECTIVE RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS AND
CHARGES AFFECTING THE REAL PROPERTY TO BE KNOWN AS

PALOS VERDES ESTATES—PARCELS A AND B

WHICH IS SITUATED IN THE COUNTY OF LOS ANGELES, IN THE STATE OF CALIFORNIA.

DATED JUNE 26, 1923

(Recorded July 5, 1923, in Book 2360, Page 231, Official Records of Los Angeles County; as amended by
Amendment No. 1 dated Nov. 26, 1923, recorded Dec. 5, 1923, in Book 2940, Page 27, Official
Records of Los Angeles County; and as amended by Amendment No. 3 dated
June 16, 1924, recorded June 25, 1924, in Book 4019, Page 274,
Official Records of Los Angeles County.)

DECLARATION, made and dated this 26th day of June, 1923, by Commonwealth Trust Company, a corporation organized and existing under and by virtue of the laws of the State of California.

WHEREAS, Commonwealth Trust Company is the owner of a certain tract of land in the County of Los Angeles, State of California, described as follows:

Those portions of Lot "H," as shown on map of Rancho Los Palos Verdes, in the County of Los Angeles, State of California, as partitioned in case No. 2373, in the District Court of the 17th Judicial District, in and for said County, and entered in Book 4, Page 57, of Judgments in the Superior Court of said County and particularly described as follows:

Parcel "A." Beginning at an angle point in the Easterly line of said Lot "H," which angle point is North 26 $\frac{1}{2}$ °, East One Hundred Forty-nine and Nineteen Hundredths (149.19) chains from the most Southerly corner of Lot "H."

Thence along the Easterly line of said Lot "H," South Twenty-six degrees (26°), Forty-six Minutes (46'), Fifty-four and Five-tenths Seconds (54.5"), West Fifteen Hundred and Fifty-one and Six Hundredths (1551.06) feet.

Thence West Seven Hundred Seventeen and Eleven Hundredths (717.11) feet.

Thence North Thirty-six Degrees (36°), Twenty-three Minutes (23'), Three and Seven-tenths Seconds (33.7"), West Fourteen Hundred Sixteen and Five Hundredths (1416.05) feet.

Thence North Twenty-eight Hundred Sixty (2860) feet.

Thence East Twenty-two Hundred Seventy and Six Hundredths (2270.06) feet more or less to a point in the Easterly line of said Lot "H."

Thence South no Degrees (0°), Eighteen Minutes (18'), Twenty-eight and One-tenth Seconds (28.1"), West Twenty-six Hundred Fifteen and Thirty-six Hundredths (2615.36) feet more or less to the place of beginning.

Parcel "B." Beginning at a point at high tide on the Shore of the Pacific Ocean at the South West corner of Lot "A," shown on said partition map.

Thence along the North line of said lot "H," South Eighty-nine Degrees (89°), Forty-five Minutes (45'), Twenty-one and Three-tenths Seconds (21.3"), East Two Hundred Thirty and Six-tenths (230.6) feet more or less to a Two (2) inch capped iron pipe.

Thence along the North line of said Lot "H,"

South Eighty-nine Degrees (89°), Forty-five Minutes (45'), Twenty-one and Three-tenths Seconds (21.3"), East Ninety-six Hundred Forty-three and Fifty-one Hundredths (9643.51) feet to a Two (2) inch capped iron pipe; thence along the Northerly line of said Lot "H," South Forty-four Degrees (44°), Forty-one Minutes (41'), Twelve and Two-tenths Seconds (12.2"), East Forty-five Hundred Eighty-seven and Nine Hundredths (4587.09) feet to a point on said Northerly line of Lot "H."

Thence West Ninety-nine Hundred Thirty-five and Twenty-two Hundredths (9935.22) feet.

Thence South Eleven Degrees (11°), Forty-eight Minutes (48'), Twenty and Eight-tenths Seconds (20.8"), West Forty-nine Hundred Eighty-five and Forty-five Hundredths (4985.45) feet.

Thence West Fifty Hundred Forty (5040) feet.

Thence South Sixty-three Hundred Seventy (6370) feet.

Thence South Eighty-one Degrees (81°), Seven Minutes (07'), Thirty Seconds (30"), West Forty-four Hundred Twenty-eight (4428) feet, more or less to a point in the high tide line of the Pacific Ocean.

Thence along said high tide line of the Pacific Ocean in a general North Westerly and North Easterly direction to the place of beginning.

Saving and excepting therefrom that portion thereof described as follows:

Beginning at a point in the North Easterly boundary line of Lot "H," which is South 44 Degrees, 41 Minutes, 12.2 Seconds East, and 3883.42 feet South Easterly from an original corner of Lots "H" and "E," said original corner being marked by a two-inch capped iron pipe; thence South 49 Degrees and 30 Minutes West, a distance of 770.34 feet to a point in the South line of parcel "B"; thence Easterly on the Southerly line of parcel "B," a distance of 1080.62 feet to a point in the North Easterly line of Lot "H," said point being the South Easterly corner of parcel "B"; thence on a course bearing North 44 Degrees, 41 Minutes, 12.2 Seconds West, a distance of 703.67 feet to the point of beginning, the whole inclosing an area of 6.21 acres.

WHEREAS, the said Commonwealth Trust Company is about to sell, dispose of or convey in portions said hereinabove described property which it desires to subject to certain basic protective restrictions, conditions, covenants, reservations, liens and charges between it and the acquirers or users of said property as hereinafter set forth;

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NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: that the Commonwealth Trust Company hereby certifies and declares that it has established and does hereby establish the general plan for the protection, maintenance, improvement and development of said property, and has fixed and does hereby fix the protective restrictions, conditions, covenants, reservations, liens and charges upon and subject to which all lots, parcels and portions of said property shall be held, leased or sold and/or conveyed by it as such owner, each and all of which is and are for the benefit of said property and of each owner of land therein and shall inure to and pass with said property and each and every parcel of land therein and shall apply to and bind the respective successors in interest of the present owner thereof, and are and each thereof is imposed upon said realty as a servitude in favor of said property, and each and every parcel of land therein as the dominant tenement or tenements, as follows, to-wit:

ARTICLE I

GENERAL BASIC RESTRICTIONS

USES OF PROPERTY PROHIBITED

Section 1. There shall never at any time be erected, permitted, maintained or carried on upon said property or any part thereof any saloon or place for the sale or manufacture for sale of malt, vinous or spirituous liquors; any foundry, brickyard, cemetery, columbarium, crematory; any establishment for the care or cure of persons afflicted with tuberculosis, or for the care, cure or restraint of the mentally impaired or of victims of drink or drugs or any detention home, detention or reform school, asylum or institution of like or kindred nature; any building for the manufacture of gun powder or explosives, any product or by-product of kelp, fish meal, stock food made of fish, fish oil or fertilizer or for carrying on any copper or other smelting or for conducting a slaughter house, stock yard, tannery, oil refinery or fish cannery; or a building for any other business or industrial use not specifically mentioned herein unless such use is approved by the Board of Directors of the Palos Verdes Homes Association hereinafter referred to and is located in a use district permitting the same as provided in Article IV hereof, or any noxious trade or business or use of the property whatsoever.

Section 3. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of said property, nor shall any oil, natural gas, petroleum, asphaltum, or hydro-carbon products or substances be produced or extracted therefrom.

DRILLING
FOR OIL
PROHIBITED

Section 4. There is hereby conferred upon Palos Verdes Homes Association, a non-profit, co-operative corporation, organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as the "Homes Association," and upon Palos Verdes Art Jury, appointed by Commonwealth Trust Company April 12, 1923, hereinafter referred to as the "Art Jury," the right and power as in this declaration provided to interpret and enforce the restrictions, conditions, covenants, reservations, liens and charges im-

ENFORCEMENT
BY PALOS
VERDES HOME
ASSOCIATION
AND PALOS
VERDES ART J

posed by the provisions of this declaration and/or by any conveyance, lease, contract of sale which may be created or existing upon said property or to which any portion thereof may at any time be subject.

ARTICLE II

PALOS VERDES HOMES ASSOCIATION

APPROVAL OF PLANS

Section 1. No building, fence, wall, sidewalk, steps, awning, tent, pole or structure shall be erected, altered or maintained upon any part of said property, unless plans and specifications therefor, showing the construction, nature, kind, shape, height, material and color scheme therefor, and block plan indicating the location of such structure on the building site, and, when specifically requested, the grading plans of the building site to be built upon, shall have been submitted to, and approved in writing by the Homes Association, and a copy of such plans and specifications, block plan (and grading plan if requested) as finally approved, deposited for permanent record with the Homes Association. After the expiration of one year from the date of approval of plans by the Art Jury and of the issuance of a building permit by the Homes Association, as hereinbefore provided, the structure or alteration described in such permit shall, in favor of purchasers and encumbrancers in good faith and for value from the owner causing such structure to be erected or alteration to be made, be deemed to be in compliance with all the provisions of all restrictions affecting said property, unless notice to the contrary executed by the Homes Association or the Art Jury shall appear of record in the office of the County Recorder of Los Angeles County, California. No bill-boards or signs of any character shall be erected, posted, pasted or displayed upon or about any part of said property without the written permission of the Homes Association and the Art Jury: and the Homes Association shall have the right in its discretion to prohibit or to restrict and control the size, construction, material and location of all signs and may summarily remove and destroy all unauthorized signs.

APPROVAL OF SUBDIVISION PLANS

Section 2. No lot, block, subdivision or part of said property shall be subdivided or any map of the same nor shall any declaration of further or additional restrictions upon said property or any part there-

of be recorded with the County Recorder of Los Angeles County, California, unless and until the same shall have been submitted to and approved in writing by the Homes Association and the Art Jury; provided however, that the approval of the Homes Association and the Art Jury shall not be necessary for any original lay-out, subdivision and landscaping of the said property for Commonwealth Trust Company, prepared by Olmsted Brothers, Landscape Architects of Brookline, Massachusetts.

Section 3. (1) When any portion of said property shall be sold on contract, conveyed (except for the sole purpose of placing encumbrances thereon), or leased for more than two years by Commonwealth Trust Company and/or any portion of said property owned by the Commonwealth Trust Company is subdivided, and a legal filing map thereof put of record with the County Recorder of the County of Los Angeles, said portion of said property (except streets, whether dedicated or not or hereafter opened, laid out or established, open spaces maintained for the general use of owners of said property, land taken for public uses and property segregated, retained, conveyed or set aside by the Commonwealth Trust Company for public, semi-public, or common purposes) shall then and thereafter be subject to a continuous maintenance lien securing payment of an annual assessment or charge to be fixed, established and collected from time to time as herein provided. The Homes Association shall have sole authority:

MAINTENANCE AND IMPROVEMENT CHARGES

(a) To fix and establish annually the amount of such annual charge or assessment on each and every lot or parcel of said real property or any interest therein, subject to such continuous lien which shall be based on the assessed valuation of said real property as established by the County Assessor of Los Angeles County, California, for the then current fiscal year at a rate never in any one year in excess of the total annual tax rate established for all purposes for the then current fiscal year by the City Council for the Old City of Los Angeles, or in accordance with some other legal and equitable plan to be adopted by the Homes Association, provided that the total amount of said charge or assessment under such alternate plan shall

never exceed the largest total amount that could have been raised under said first named plan.

(b) To expend for the purposes hereinafter specified the money paid in on such charges or assessments, provided that not less than one-fourth ($\frac{1}{4}$) of the money so collected shall be placed at the disposal of and expended by the Park Department of the Homes Association for the maintenance and improvement work in its judgment necessary and advisable on the parks, playgrounds, planting in streets and other similar plantings and improvements under the control and care of said department.

The right to collect, and enforce the collection of such charges or assessments is retained by Commonwealth Trust Company until said right is transferred by it to Palos Verdes Homes Association, and Commonwealth Trust Company as to any property conveyed by it except as otherwise provided herein, has established and does hereby establish, reserve and impose a lien thereon securing such annual charges, or assessments.

(2) Such annual charge or assessment shall be fixed on or before the first Monday of October, 1923, for the fiscal year beginning July 1st, 1923, and annually thereafter for each current fiscal year, and said charge or assessment shall be paid annually in advance to Commonwealth Trust Company on the first Monday in November in each and every year, beginning in November, 1923, on which date such annual charge or assessment shall become enforceable against the said real property and so continue until full payment of said charge or assessment, together with all penalties and costs of collection (including reasonable attorney's fees) thereof. The purchasers of said property or of any portion thereof by the acceptance of deeds therefor, whether from Commonwealth Trust Company, or from subsequent owners of such property, or by the signing of contracts or agreements to purchase said property, shall become personally obligated to pay such annual charges and assessments as are fixed during the time of their ownership, and shall vest in Commonwealth Trust Company, its successors in interest, or assigns of the reversionary rights hereunder, the right and power to bring all actions for the collection of such charges

and assessments and the enforcement of such liens. Said charge or assessment shall be subordinate to the lien of any valid bona fide mortgage or trust deed which shall have been given in good faith and for value on the property subject thereto. Commonwealth Trust Company will promptly pay all the proceeds of such charges or assessments as may be paid to it, to the Homes Association, as they are collected.

(3) Said charge or assessment shall, and any other funds available therefor may, be applied by the Homes Association toward the payment of the expenses of carrying out any or all of the purposes set forth in the Articles of Incorporation, or Amendments thereto, of the Homes Association and/or for the following purposes or any of them.

Section 4. All conveyances, contracts of sale or leases for two or more years hereafter executed by Commonwealth Trust Company are hereby made subject to the condition that the grantee, vendee and/or lessee by the acceptance of deed, contract of sale or lease covenants for himself, his heirs, assigns, executors, administrators and successors in interest that the Homes Association shall have the right and power to do and/or perform any of the following things, for the benefit, maintenance and improvement of the property and owners thereof at any time within the jurisdiction of the Homes Association, to-wit:

(a) To maintain, purchase, construct, improve, repair, prorate, care for, own, and/or dispose of parks, parkways, playgrounds, open spaces and recreation areas, tennis courts, golf courses and/or club houses, swimming pools, bath houses, bathing beaches, boats, boat houses, boat landings, life rafts, life guards, life saving apparatus, skating rinks, hangars and fields for aircraft, band stands, dancing pavilions, casinos, places of amusement, hospitals, museums, aquariums, community facilities appropriate for the use and benefit of the owners of and/or for the improvement and development of the property herein referred to.

(b) To improve, light and/or maintain streets, roads, alleys, trails, bridle paths, courts, walks, gateways, fences and ornamental features now existing or hereafter to be erected or created, fountains, shelters, comfort stations, and/or buildings and im-

POWERS OF
THE HOMES
ASSOCIATION

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provements ordinarily appurtenant to any of the foregoing, grass plots, and other areas, trees and plantings within the lines of the streets immediately adjoining or within the property herein referred to.

(c) To maintain, purchase, construct, and operate water works, pumping plants, and systems for the transportation and distribution of water and/or purchase and distribute water for irrigation, domestic and/or other purposes in connection with the maintenance and use of property under its jurisdiction and care.

(d) To construct, improve, purchase, and/or maintain sewer systems, storm-water sewers, drains, and other utilities installed or to be installed upon property under its jurisdiction and care.

(e) To care for any lots and plots in said property, clean up and/or burn grass and weeds, and to remove any unsightly or obnoxious thing therefrom, and to take any action with reference to such lots and plots as may be necessary or desirable in the opinion of the Board of Directors of the Homes Association, to keep the property neat and in good order; and to make and collect additional charges therefor. Any portion of said property, subject to the maintenance and improvement charges established by Section 3 hereof, shall also be subject to a continuous additional lien securing payment of such clean-up charges as are provided in this paragraph. The Homes Association shall have full authority to do said clean-up work and to fix and establish annually the amount of such charge, if any, necessary or advisable, to do said work on any lot or parcel, provided that said charge shall only be made when the amount of work done on any such lot or parcel is greater than the ordinary proportionate amount for which funds are available from the general annual maintenance charge; and provided further that the charges so collected from the owner of any such lot or parcel shall be expended solely for cleaning up and keeping in good order such lot or parcel. The Homes Association shall have the right to collect and enforce the collection of such charges or assessment; and Commonwealth Trust Company as to any property conveyed by it, except as otherwise provided herein, has established and does hereby establish, reserve and impose, a lien thereon securing such annual charge. The amount of such

charge, if any, shall be fixed on or before the first Monday of October, of each year, and entered upon and collected with the bill for the general annual maintenance charge provided for in Section 3 hereof, provided that said additional clean-up charge shall never in any one year exceed two mills per square foot.

(f) To provide for the sweeping, cleaning, and sprinkling of streets, collection and disposition of street sweepings, garbage, ashes, rubbish and the like; and to make and collect charges therefor.

(g) To provide, so far as it may be lawful so to do, for community fire and/or police protection for the protection of all or any portion of the said property and/or the owners of said property and/or residents thereon.

(h) So far as it can legally do so, to grant franchises, rights-of-way, and easements for public utility or other purposes upon, over and/or under any of said property.

(i) To acquire by gift, purchase, lease or otherwise acquire and to own, hold, enjoy, operate, maintain, and to convey, sell, lease, transfer, mortgage and otherwise encumber, dedicate for public use and/or otherwise dispose of, real and/or personal property either within or without the boundaries of said property.

(j) To acquire by purchase, gift or otherwise, and to own and/or dispose of such works of art as may be approved by the Art Jury as herein provided.

(k) To create, maintain, and operate a Department of Buildings, to issue building permits for any and all improvements or construction work of any kind within the jurisdiction of said corporation, and to inspect and supervise the construction of buildings and structures in or upon said property in accordance with the powers and rights conferred upon it by virtue of any and all restrictions or contractual agreements hereby established or which may at any time be placed upon or exist in connection with any of said property; to provide for the safety of building construction by establishing and enforcing regulations for the granting of building permits, and for making and collecting a charge therefor, including such provisions as are usually contained in City building codes; and to provide for light, air, sanitation, health, comfort, and convenience

for the occupants of existing and/or hereafter erected buildings by establishing such regulations as are usually included in city housing codes or zoning regulations; such regulations shall have full force and effect from and after the time of their adoption as provided in the By-laws of the Homes Association and shall thereafter be binding upon the owners of said property and all of them, as if set out in full herein.

(l) To employ a manager, secretaries, engineers, auditor, technical consultants or any other employees or assistants and to pay all expenses necessary and incidental to the conduct and carrying on of the business of the Homes Association; and to pay the expenses incident to examination and approval as to those matters prescribed in this Article, and for such supervision of construction as may, in the opinion of the Board of Directors of the Homes Association, or of the Art Jury, be necessary.

(m) To keep records of building permits and/or other approvals or disapprovals made or issued by the Homes Association and to keep books and records showing all charges, levies, and assessments made, and to furnish certified copies of any record which the Board of Directors may authorize to be furnished and from time to time, to issue certificates of completion and compliance covering respective parcels of property with respect to which buildings, structures, and/or other improvements or changes have been made as herein provided; and to make and collect charges therefor.

(n) To enforce liens and charges and to enforce the restrictions, conditions and covenants at any time created for the benefit of lots or parcels over which the Homes Association has jurisdiction and to which said lots at any time may be subject, and to pay all expenses incidental thereto; to enforce decisions and rulings of the Art Jury, and to pay the expenses in connection therewith, and such other expenses of the Art Jury as the Board of Directors may approve, provided that the decisions of the Art Jury shall be conclusive and binding on the Homes Association and shall not be set aside or changed by it.

(o) To pay the taxes and assessments which may be levied by any public authority upon property used or set apart for streets, parks or recreation areas, and improvements thereon, now or thereafter

opened, laid out or established in said property, or on such other open recreation spaces as shall be maintained for the general benefit and use of the owners of lots in said property, and their successors in interest, and also on ornamental features, tennis courts, pumping plants, water systems, community club house, sewers, and other utilities and storm drains established in or upon said property whether taxed or assessed as a part of said property or separately, and on any property of the Homes Association or which may be held in trust for the Art Jury.

(p) To establish or make provision for the establishing of a Planning Board, Park Board, Health Board, Library Board, Recreation Board, and/or any other board for the general welfare of the owners of said property or residents thereon provided for in the By-laws of the Homes Association, and for these purposes to have authority to delegate to such boards such powers as the Homes Association may lawfully delegate, and to make provision for the use by any such board and/or boards of such funds of the Homes Association as the Board of Directors of the Homes Association may, from time to time, deem advisable.

(q) To exercise such powers of control, interpretation, construction, consent, decision, determination, modification, amendment, cancellation, annulment, and/or enforcement of covenants, reservations, restrictions, liens, and charges imposed upon said property as are herein or may be vested in, delegated to, or assigned to the Homes Association and such duties with respect thereto as are herein or may be assigned to and assumed by the Homes Association, including the enforcement of State and County laws and ordinances, as far as legally may be done.

(r) To nominate to the proper person or corporation and/or to make appointments of members of the Art Jury.

(s) To receive, file, and preserve such reports as may, from time to time, be made to it; and to publish and distribute bulletins and reports.

(t) Generally, to do any and all lawful things which may be advisable, proper, authorized and/or permitted to be done by Palos Verdes Homes Association under or by virtue of this declaration or of any restrictions, conditions and/or covenants

or laws at any time affecting said property or any portion thereof (including areas now or hereafter dedicated to public use) and to do and perform any and all acts which may be either necessary for, or incidental to the exercise of any of the foregoing powers or for the peace, health, comfort, safety, and/or general welfare of owners of said property, or portions thereof, or residents thereon. In exercising any of said powers, the Board of Directors may, so far as may be legally done, follow the same procedure as followed by Boards of Trustees of cities of the 6th Class of the State of California, so far as same are not in conflict with any of the provisions contained in restrictions, conditions, and covenants affecting said property, and provided that such method of procedure may be discontinued at any time as to said property or any portion thereof or as to any portion of said property which is or shall be annexed to or become a part of an incorporated city.

(u) To borrow money and mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred and to do any and all things that a corporation organized under the said laws of the State of California may lawfully do when operating for the benefit of its members or the property of its members, and without profit to said corporation.

(v) To exercise such control over streets, alleys, walks, courts, or other easements or rights of way as may be within its powers, and as it may deem necessary or desirable; to issue permits for plumbers or other parties to make cuts or excavate in streets when necessary and to accept bonds or deposits for the repairing of the same. The Homes Association shall have full authority to prevent any excavation or cuts in streets, alleys, walks, courts or other easements or rights of way without first requiring a reasonable deposit to insure the repair and future maintenance of such repairs, it being further understood that the Homes Association may reserve the full right to make any and all excavations in streets; the right to refill any excavation; the right to repave any cuts; and/or the right to repair any damages, in its opinion, to any improvements in the streets and pay the cost of same out of the deposits made as above provided; subject at all times to such control of county or

other proper officials as may have jurisdiction over streets.

(w) To care for, trim, protect, plant and replant trees, shrubs, or other planting on streets, parks, playgrounds, school grounds, or upon any property over which it may have and/or assume control or jurisdiction and/or on any property adjoining the same.

(x) To care for, trim, protect, and plant or replant any vacant or private property it may assume charge of and to make a reasonable charge therefor.

(y) To erect, care for, and maintain adequate signs approved by the Art Jury for marking streets, parks or other property.

(z) To make such agreements with county, township, state, national or other public officials or with any corporation or individual for and in behalf of the owners of said property subject to this agreement for a division of the work upon the streets, parks or other portions of said property or for any other work to be done or utilities to be furnished, as will enable the Homes Association to co-operate with the said officials, corporations or individuals to secure the greatest benefits to the said property or portions thereof that can be derived from the pro rata share of any county, township, or other funds that may be available for use thereon, or otherwise benefit the said property.

Section 5. If for any reason the Homes Association or the Board of Directors thereof shall, for ninety (90) consecutive days, fail to meet and carry on or perform the duties hereby conferred upon and granted unto said corporation or if said corporation shall be dissolved by operation of law or otherwise, any committee of not less than fifteen (15) owners of record title of at least as many separate parcels of said property may at any time within six (6) months thereafter call a meeting of all owners of record title of any and all portions of said property, provided notice of said meeting is published at least three (3) times in a Los Angeles daily newspaper of general circulation and/or at least once in a newspaper, if there be one, published in Redondo Beach and in San Pedro. At said meeting each owner of record title to any portion of said property present shall have one vote for each building site as defined in Article V hereof and

ACTION WHEN
HOMES
ASSOCIATION
FAILS TO ACT

said owners may elect by majority vote a Board of three trustees, and provide for appointment of successors in the event of a vacancy arising for any cause, which board shall thereupon and thereafter serve and act in lieu and instead of, and with all the rights, powers and duties provided in this Declaration for the Homes Association. In the event said board is so elected, then whenever in this Declaration the Homes Association is referred to, said board of three trustees shall be substituted therefor, with the same force and effect as if named herein, whether or not specifically named in each case.

ARTICLE III

ART JURY

APPROVAL OF STREETS SUBDIVISIONS AND GENERAL PLANTING

Section 1. No part of the said property and/or of any property at any time within the jurisdiction of the Art Jury or of Palos Verdes Homes Association shall be subdivided, laid out or improved by street work, buildings, structures, landscaping or planting, or its physical contours cut into, altered or changed, or any premises maintained except with the approval of the Art Jury as to a uniform and reasonably high standard of artistic result and attractiveness, in exterior and physical appearance of said property and improvements; provided, that this shall not be deemed to apply to any original layout, subdivision and landscaping of the said property for Commonwealth Trust Company by Olmsted Brothers, Landscape Architects, of Brookline, Massachusetts, the Art Jury shall not have any jurisdiction or power of approval other than to make suggestions unless specifically requested to do so by Commonwealth Trust Company; and provided also that at the end of ninety days after submission by Commonwealth Trust Company to the Art Jury of a subdivision map of or any proposed declaration of additional restrictions covering any portion of the said property, legal title to which is held by Commonwealth Trust Company, the said map or declaration shall be deemed to have been given full and final approval by the Art Jury, regardless of any action by it in the interim.

APPROVAL OF PLANS AND IMPROVEMENTS

Section 2. No building, fence, wall, sidewalk, steps, awning, tent, pole or other structure, improvement, utility, parking, sculpture, or planting shall be erected, constructed, altered or maintained upon, under

or above any portion of said property or of any property at any time within the jurisdiction of the Art Jury or of Palos Verdes Homes Association (except as provided in Section 1 hereof) unless plans and specifications therefor, including the exterior color scheme, together with a block plan indicating location, shall have been submitted to, approved in writing by the Art Jury and a copy of such plans, specifications and block plans as finally approved deposited for permanent record with the Art Jury. No alteration shall be made in the exterior color or design of any structure unless written approval of such alteration shall have been obtained from the Art Jury. No sign of any kind or for any use shall be erected, posted, pasted, painted or displayed upon or about any property under the jurisdiction of the Art Jury without the written approval of the Art Jury.

APPROVAL OF WORKS OF ART

Section 3. No work of art located or to be located upon said property or any part thereof shall become the property of Commonwealth Trust Company, Palos Verdes Homes Association, or of any corporation, organization or public or semi-public board which may succeed or be substituted for any of them, whether acquired by purchase, gift, or otherwise, unless such work of art or a design of the same, together with a statement showing the proposed location of such work of art, shall first have been submitted to and approved in writing by the Art Jury; nor shall any work of art until so approved be contracted for, erected, placed in or upon, or allowed to extend over or under any street, avenue, square, park, recreation ground, school, public buildings, or other public or semi-public property over which the Art Jury has jurisdiction. The Art Jury may, when it deems proper, also require a model of any proposed work of art, or a map, drawing or profile of any proposed site therefor. The term "Work of Art," as used in this section, shall apply to and include all paintings, mural decorations, stained glass, statues, bas-reliefs, tablets, sculptures, monuments, fountains, arches, entrance gateways, or other structures of a permanent character intended for ornament or commemoration. No work of art over which the Art Jury has jurisdiction shall be removed, relocated or in any way altered without the approval in writing of the Art Jury.

CUSTODIAN OF ART WORKS Section 4. The Art Jury shall be custodian of such works of art as it may accept charge of.

MEMBERSHIP Section 5. (1) The Art Jury shall be composed of one member ex-officio, named by Commonwealth Trust Company, and of six other members appointed by Commonwealth Trust Company, of whom three shall be persons engaged in the practice of the fine arts, in the instance of the first appointment selected from the membership of the Southern California Chapter of the American Institute of Architects, and in case a vacancy among these three members occurs, Commonwealth Trust Company shall appoint his successor from a list of three persons engaged in the practice of the fine arts, nominated by the Board of Directors of the Southern California Chapter of the American Institute of Architects. One member shall be a City Planner named by Commonwealth Trust Company and if a vacancy occurs as to this member, Commonwealth Trust Company shall name his successor from a list of three city planners nominated by the Board of Governors of the American City Planning Institute. One member shall be appointed by Commonwealth Trust Company from a list of three persons nominated by the Governing Board of the University of California, Southern Branch. And one member shall be appointed by Commonwealth Trust Company from a list of three persons nominated by the Board of Directors of the Homes Association.

(2) The six members of the Art Jury appointed by Commonwealth Trust Company shall in the first instance serve for two years and thereafter shall choose by lot terms of office as follows: two for one year, two for two years, and two for three years, and their successors shall be appointed by Commonwealth Trust Company for terms of three years each, except on appointment to fill a vacancy, which shall be for the unexpired portion of the term. In case any of the organizations entitled to make nominations, as hereinbefore provided, shall fail to make such nominations within sixty days after written notification by Commonwealth Trust Company of the expiration of a term or the occurrence of a vacancy, Commonwealth Trust Company shall appoint a member to fill the vacancy upon its own nomination. In the event that such appointees or any of them shall fail to ac-

cept said appointment, Commonwealth Trust Company shall have the right to revoke such appointment, and to appoint any other person or persons in its judgment qualified to act as members of said Art Jury. If the Art Jury for any reason shall fail to meet and perform its duties for a period of thirty consecutive days, Commonwealth Trust Company may remove one or all of the members and appoint any person or persons in its judgment qualified to act as members of said Art Jury in the place of the member or members so removed; provided appointees shall in all cases in number and qualifications fulfill as nearly as possible the provisions of paragraph (1) of this section as to membership.

(3) Any member of the Art Jury who shall be employed to execute a work of art or structure of any kind requiring the approval of the Art Jury, or who shall take part in competition for such work of art or structure, shall be disqualified from voting thereon; and, in such instance the Art Jury may, in its discretion, invite an expert advisor to give his opinion as to such work of art or structure.

(4) On July 1, 1932, or at any time prior thereto, Commonwealth Trust Company may terminate the term of office and its own power of appointment of the ex-officio member of the Art Jury, by written notification to the President of the Homes Association. On July 1, 1932, the right of Commonwealth Trust Company to appoint members of the Art Jury as provided in paragraph (1) of this section shall cease; or Commonwealth Trust Company prior to said date may resign and transfer said power of appointment to the President of the Homes Association, by notice thereof to him in writing. From and after said date or upon receipt of such notification or either of them, the President of the Homes Association shall, as the case may be, become a member ex-officio of the Art Jury, as successor to the ex-officio member named by Commonwealth Trust Company and/or shall have power, as successor to Commonwealth Trust Company to appoint members thereof, as provided in paragraph (1) of this section, except as provided herein.

(5) The members of the Art Jury shall elect from their own number a President and Vice-President and shall adopt rules of procedure and prescribe regulations for

submission of all matters within their jurisdiction. Four members shall constitute a quorum and shall have full power to act as the Art Jury during the period of any vacancy or vacancies in the membership thereof. The Art Jury shall designate and appoint a trust company to act as its Treasurer and to act as Trustee of all property of the Art Jury. The name of such Treasurer and of the Secretary shall be certified to the Homes Association.

(6) If for any reason Commonwealth Trust Company, or the President of the Homes Association after the right of appointment shall have been transferred to him, shall fail, for ninety (90) days after the occurrence of a vacancy on the Art Jury, to appoint a member as provided herein, the then President of the Art Jury shall then and thereafter have sole power to appoint the member to fill the said vacancy, provided such appointments shall, in all cases, fulfill in number and qualifications as nearly as possible the provisions of paragraph (1) of this section as to membership.

ART JURY PURPOSES AND FUNDS

Section 6. Any funds available therefor may be used by the Art Jury to pay its members for time in attendance at meetings, and other expenses which in its judgment are incidental to carrying out the purposes for which it is established, to enforce its decisions and rulings and/or to promote art education and community embellishment. The Art Jury may accept bequests and donations of, and through its trustee take and hold, title to real and/or personal property and shall have power to administer, disburse and/or dispose of the same and/or to use the income and/or proceeds therefrom for the purposes for which it is established.

RECORDS AND REPORTS

Section 7. (1) The Secretary of the Art Jury shall keep minutes of each approval, recommendation or other official act of the Art Jury and furnish certified copies thereof or certificate of the result thereof, on request to any person, and the Art Jury may make a reasonable charge therefor. Said records shall be open to the public.

(2) The Art Jury may authorize the Secretary thereof to issue a certificate of completion and compliance as to any property so inspected and to make and collect a reasonable charge therefor.

ARTICLE IV

ZONING

Section 1. The protective restrictions in this article shall be known as "Building Zone Restrictions"; and for the purposes hereof the following explanations and definitions of words, terms, and phrases shall govern unless the context thereof clearly indicates a different meaning:

DEFINITIONS

(a) Words used in the present tense include the future; the singular includes the plural, and the plural includes the singular; the word "lot" includes the word "plot" and the word "building" includes the word "structure."

(b) An "Apartment House" is a building containing three or more separate single family dwellings using a common passage or stairway and a common entrance on the ground floor.

(c) An "Attic" is a story under a sloping roof at the top of a building, of which the top of the plate or wall carrying the main roof rafters is not more than two feet above the floor of such attic.

(d) The term "Back to back" applies to lots or portions of lots when the same are on opposite sides of the same part of a rear line common to both and the opposite street lines on which the lots front are parallel to each other or make an angle with each other of not over forty-five degrees.

(e) A "Building site" shall be taken to be a lot (exclusive of streets, open recreation areas, and lands excepted, reserved, segregated or retained in accordance with the restrictions, conditions and covenants affecting same, shown on any map of record):

(a) Of any original subdivision of said land subject to the jurisdiction of the Homes Association.

(b) Of any re-subdivision of any plots or parcels of said land which re-subdivision is approved by the Homes Association and is permitted by the restrictions, applicable thereto and thereby allowed to be used as a building site; or

(c) Of any subdivision or re-subdivision of any land which hereafter becomes subject to the jurisdiction of the Homes Association by virtue of restrictions, conditions, covenants, and/or con-

tracts relating thereto, and by acceptance of jurisdiction by the Board of Directors of said corporation.

(f) A "Court" is an open unoccupied space, other than a rear yard, on the same lot with a building. A court, one entire side or end of which is bounded by a front yard, a rear or side yard, or by the front of the lot, or by a street or a public alley, is an "outer court." Every court which is not an "outer court" is an "inner court." Every court shall be open and unobstructed to the sky, from a point not more than two feet above the floor line of the lowest story in the building in which there are windows in rooms or apartments abutting on such court, except that a cornice on the building may extend into an "outer court" two inches for each one foot in width of such court, and a cornice may extend into an "inner court" one inch for each one foot in width of such court.

(g) The "curb level" for the purpose of measuring the height of any portion of a building is the mean level of the curb in front of such portion of the building. But where a building is on a corner lot, the curb level is the mean level of the curb on the street of greatest width. If such greatest width occurs on more than one street, the curb level is the mean level of the curb on the street of greatest width which has the highest curb elevation. The curb level for the purpose of regulating and determining the area of yards, courts, and open spaces is the mean level of the curb on the front of the building where there is the highest curb elevation. Where no curb elevation has been established or the building does not adjoin the street, the average ground level of the lot shall be considered the curb level.

(h) The "depth of a rear yard" shall be measured at right angles from the rear lot line to the extreme rear part of the building.

(i) A "detached building" is one that is not less than five feet distant, measured horizontally, from any portion of any other building.

(j) A "flat" is a building having two or more separate single family habitations therein whether one above another or on the same floor and having a separate outside entrance on the ground floor for each such habitation.

(k) The "height" of a building is the vertical distance measured from the curb level to the top of the roof of the highest part of the building (excepting towers or spires).

(l) The "height of a yard or a court" at any given level shall be measured from the lowest level of such yard or court as actually constructed.

(m) A "House Court" is a group of two or more single family dwellings on the same lot, whether detached or in solid rows, having a separate outside entrance on the ground floor level for each single family dwelling.

(n) The "least dimensions" of a yard or court at any level is the least of the horizontal dimensions of such yard or court at such level. If two opposite sides of a yard or court are not parallel, the horizontal dimension between them shall be deemed to be the mean distance between them.

(o) The "length of an outer court" at any given point shall be the measured distance in the general direction of the side lines of such court from the end opposite the end opening on a street or a rear yard, to such point.

(p) A "lot" is any piece of land fronting on a street as provided herein, the description of which is filed with the Building Commissioner, regardless of plats recorded in the office of the County Recorder. The "depth of a lot" is the mean distance from the street line of the lot to its rear line, measured between the centers of the end lines of the lot. A "corner lot" is a lot bounded on two sides by public streets provided that, for this purpose, no street, alley, court or open space less than thirty feet in width shall be deemed a public street. The "front line" or "front" of a lot is the boundary line of the lot bordering on the street upon which it abuts. In case of a corner lot, either frontage may be the front provided that the front line shall be taken to include any cut-off corners. If a lot runs through from street to street, either street line may be taken as the front lot line. The "rear line" of a lot is the boundary line of said lot opposite the front line. All other boundary lines of a lot are "side lines." (As amended by Amendment No. 3.)

(q) A "multiple dwelling" is a building designed or used for flats, apartments, tenements, hotel, dormitory or any dwelling other than a single family dwelling.

(r) A "rear yard" is an open, unoccupied space on the same lot with and immediately behind a building; and wherever required shall extend the full width of the lot.

(s) A "single family dwelling" is a dwelling for one family alone, having but one kitchen and within which not more than five (5) persons may be lodged for hire at one time, provided that reasonable quarters may be built and maintained in connection therewith for the use and occupancy of servants or guests of said family, and that such quarters may be built and maintained as a part of the main building or with the written approval of Pales Verdes Homes Association and the Art Jury in a separate detached accessory building or buildings on the same lot, provided said accessory buildings be not at any time rented or let to persons outside the said family and that they be occupied and used only by persons who are employed by or are the guests of said family. (As amended by Amendment No. 3.)

(t) A "story" is that portion of a building included between the surface of any floor and the finished ceiling above it.

(u) A "street wall" of a building at any level is the wall of that part of the building nearest to the street line.

(v) The "width of the street" is the mean distance between the sides from property line to property line thereof within a block. Where a street borders a public place, or public park, the width of the street is the mean width of such street plus the width measured at right angles to the street line of such public place or public park.

CLASSES OF USE DISTRICTS

(w) The word "use" means the purpose for which the building is designed, arranged or maintained or for which it is or may be occupied or maintained.

Section 2. The following general plan of zoning or districting is hereby adopted for said property and there are hereby established and defined for said property certain classes of use districts which shall be known as:

Residence Districts of:

Class A—Single Family Dwellings.

Class B—House Courts, Flats and Dwellings.

Class C-1—Apartments and other kinds of dwellings.

Class C-2—Same as Class C-1 until 1930, afterward Class D.

Class C-3—Same as Class C-1 until 1930, afterward Class H.

Business and Public Use Districts of:

Class D—Retail business, offices and dwellings.

Class E—Business, theatres and dwellings.

Class F—Public and semi-public uses.

Class G—Religious edifices.

Class H—General business, garages and dwellings.

Class J—Wholesale and material business.

Class K—Hospitals and Institutions.

The districts of said classes and of each thereof are hereby established for said property with location, extent and boundaries thereof as may be defined and established in supplemental and additional restrictions hereafter filed of record by Commonwealth Trust Company with said County Recorder, provided that further and/or different classes of use districts may be established and defined by Commonwealth Trust Company in said supplemental and additional restrictions. Any reference to said property or any part thereof in any declaration of restrictions or in deeds, contracts of sale or leases which shall classify any portion of said property as being within any district or any class of use district of said property, unless referring specifically to some other declaration, shall be construed as referring to the district of the class defined in this declaration or amendment thereof.

No building or premises or any portion of said property shall be used or structure erected to be used for any purpose other than a use permitted in the use district of the class in which such building or premises or property is located.

Section 3. In Residence Districts of Class A no building, structure, or premises shall be erected, constructed, altered or maintained which shall be used or designed or intended to be used for any purpose other than that of one detached single family dwelling on any building site.

RESIDENCE
DISTRICTS
OF CLASS A

SINGLE FAMILY
DWELLINGS

RESIDENCE DISTRICTS OF CLASS B—
HOUSE COURTS,
FLATS AND
DWELLINGS

Section 4. In Residence Districts of Class B no building, structure or premises shall be erected, constructed, altered or maintained which shall be used or designed or intended to be used for any purpose other than that of a house court, two family dwelling, flat, boarding house, fraternity house and/or a single family dwelling.

RESIDENCE DISTRICTS OF CLASS C-1—
APARTMENTS AND OTHER KINDS OF DWELLINGS

Section 5. In Residence Districts of Class C-1 no building, structure or premises shall be erected, constructed, altered or maintained which shall be used or designed or intended to be used for any purpose other than an apartment house, hotel (not containing a store or stores), private school, fraternity dwelling, club, dormitory, boarding house or lodging house, flat, multiple dwelling, two family dwelling and/or single family dwelling.

RESIDENCE DISTRICTS OF CLASS C-2—
SAME AS C-1 UNTIL 1930; AFTERWARD CLASS D

Section 6. In Residence Districts of Class C-2 no building, structure or premises shall be erected, constructed, altered or maintained which shall be used or designed or intended to be used for any purpose other than those specified for Residence Districts of Class C-1; provided that from and after January 1, 1930, all then existing Districts of Class C-2 shall, without further notice, action or agreement, become Business and Public Use Districts of Class D, as defined and established in Section 8 hereof.

RESIDENCE DISTRICTS OF CLASS C-3—
SAME AS CLASS C-1 UNTIL 1930; AFTERWARD CLASS H

Section 7. In Residence Districts of Class C-3 no building, structure or premises shall be erected, constructed, altered or maintained which shall be used or designed or intended to be used for any purpose other than those specified for Residence Districts of Class C-1; provided that from and after January 1, 1930, all then existing Districts of Class C-3 shall, without further notice, action or agreement, become Business and Public Use Districts of Class H, as defined and established in Section 12 hereof.

BUSINESS AND PUBLIC USE DISTRICTS OF CLASS D—
RETAIL BUSINESS, OFFICES AND DWELLINGS

Section 8. (a) In Business and Public Use Districts of Class D no building, structure or premises shall be erected, constructed, altered or maintained which shall be used or designed or intended to be used for any purpose other than those specified for Residence Districts of Classes A, B and C-1 hereof, or a retail business office, professional office, retail trade, telephone exchange, fraternal society, printing office

or store, with the exception of those uses of property specifically prohibited by paragraphs (b) and (c) of this section.

(b) In any Business and Public Use District of Classes D, E, F, G, H or J, no building or premises shall be used or be erected to be used or maintained for any trade, industry, or use that is obnoxious or offensive by reason of the emission of odor, smoke, gas, dust or noise.

(c) *Businesses prohibited in Class D Districts:* In a Business and Public Use District of Class D, no building or premises shall be used, or be erected to be used, for any of the following specified trades, industries or uses, viz: acid works; ammonia manufacture; commercial recreation park; asphalt manufacture or refining; assaying by the furnace method with more than one furnace of a capacity of two (2) cubic feet; blacksmithing or horseshoeing; bleaching powder manufacture; boilermaking or repairing; bottle or glass factory; brick, tile or terra cotta manufacture or storage; building for treatment of insane or feeble minded; candle or chemical factory; carpet cleaning or carpet beating; celluloid manufacture; car barn; chlorine manufacture; coal yard; construction material yard; creameries employing over five persons; crematory; dog pound; distillation of coal, wood or bones; dyeing or dry cleaning; electric central station power plant; fat rendering; feed yard; fertilizer manufacture; fish cannery; foundry; garage for more than six motor vehicles, other than a salesroom where motor vehicles are kept for sale or for demonstration purposes only; gas (illuminating or heating) manufacture or storage plants or tanks with a capacity of over five hundred cubic feet of gas; glue, size or gelatine manufacture; gun powder, fire works or explosives manufacture or storage; hay or grain barn or warehouse; hides or skins (uncured); hospital or sanitarium; incineration or reduction of garbage, offal, dead animals or refuse; iron, steel, brass or copper works; junk, scrap paper or rag storage or baling shop or yard; lamp black manufacture; livery stable; cement or plaster of paris manufacture; laundry or washhouse; lumber yard; machine shop; mattress or bed spring factory; milk bottling station; moving picture theatre; nursery or greenhouse; oil cloth or linoleum manufacture; oil or gasoline supply station; packing house or plant; paint, oil, varnish or turpentine

manufacture or storage; petroleum refining or storage; planing mill, or sash and door factory; pickle, sauerkraut, sausage or vinegar manufacture; powder factory; printing ink manufacture; railroad freight yard, team track, freight depot or shed, shops or roundhouse; rawhide or skin storage, curing or tanning; repair shop for motor vehicles; riding academy; rolling mill; scrap iron works or storage; roller or ice skating rink; rubber manufacture from crude material; rock, sand or gravel loading, distributing or receiving station; saw mill; public school; fire house; sheet metal works; silk or cotton mill; shoddy manufacture or wool scouring; slaughtering of animals or fowls; smelting; soap manufacture; stable for more than one animal; starch, glucose or dextrine manufacture; stone or monument works, stone crusher or quarry; crushed stone yard or bunker; stoneware or earthenware factory; saddle factory; stock yard; storage warehouse; warehouse for storage of household goods; sugar refining; sulphurous, sulphuric, nitric or hydrochloric acid manufacture; tallow, grease or lard manufacturing or refining; tannery; tar distillation or manufacture; tar roofing or tar waterproofing manufacture; theatre; undertaking parlor; veterinary hospital; wholesale business; wool pullery; wood yard; or any plant, works or factory where power is used to operate any such plant, works or factory, except that this shall not prohibit any machine operated by two horsepower or less, and except as provided in paragraph (d) of this section.

(d) In any Business or Public Use District of Class D, no building or premises shall be used or be erected to be used for any kind of manufacturing except that any kind of manufacturing of garments or food products, not included within the prohibition of paragraph (b) of this section, may be carried on; provided not more than twenty-five per cent of any one store or of the ground floor space or of the total floor space of the building is so used. The printing of a newspaper or a printing shop shall not be deemed manufacturing.

BUSINESS AND PUBLIC USE DISTRICTS OF CLASS E—
BUSINESS, THEATRES AND DWELLINGS

Section 9. In Business and Public Use Districts of Class E no building, structure or premises shall be erected, constructed or maintained, which shall be used or designed or intended to be used for any purpose other than those specified for

Business or Public Use Districts of Class D, or a theatre, moving picture theatre or dance hall.

Section 10. In Business and Public Use Districts of Class F, no building, structure or premises shall be erected, constructed, altered or maintained which shall be used or designed or intended to be used for any purpose other than that of a public or private school, playground, park, aeroplane or dirigible landing field or accessory aerodrome or repair shop, public art gallery, museum, library, firehouse, nursery, or greenhouse or other public or semi-public building, or a single family dwelling.

Section 11. In Business and Public Use Districts of Class G, no building, structure or premises shall be erected, constructed, altered, or maintained which shall be used or designed or intended to be used for any purpose other than that of a church, religious edifice, parish house, or a single family dwelling.

Section 12. In Business and Public Use Districts of Class H, no building, structure or premises shall be erected, constructed, altered, or maintained which shall be used or designed or intended to be used for any purpose other than that permitted in Residence Districts of Classes A, B, or C-1, or in Business and Public Use Districts of Classes D, E, F and G hereof, and that of an undertaking parlor, garage for more than six motor vehicles, automobile repair shop, gasoline or oil supply station, dyeing or dry cleaning establishment or plumbing shop.

Section 13. In Business and Public Use Districts of Class J no building, structure or premises shall be erected, constructed, altered or maintained which shall be used or designed or intended to be used for any purpose other than that of business permitted in Business and Public Use Districts of Class H hereof and that of a blacksmith shop; building material yard; carbarn; coal yard; creamery; feed or fuel business; household furniture warehouse; lumber yard; milk bottling or distributing station; railroad freight depot, yard, team track or freight shed; riding academy; roller or ice skating rink; stable for more than one horse; warehouse for any business permitted in Class J Districts; wholesale business or wood yard; provided that the approval of the Homes Association thereto and the issuance by it of a tempor-

BUSINESS AND PUBLIC USE DISTRICTS OF CLASS F—

PUBLIC AND SEMI-PUBLIC USES

BUSINESS AND PUBLIC USE DISTRICTS OF CLASS G—

RELIGIOUS EDIFICES

BUSINESS AND PUBLIC USE DISTRICTS OF CLASS H—

GENERAL BUSINESS, GARAGES AND DWELLINGS

BUSINESS AND PUBLIC USE DISTRICTS OF CLASS J—

WHOLESALE AND MATERIAL BUSINESS

ary, revocable permit therefor, may permit temporary planing mills; and provided further that in Business and Public Use Districts of Class J no building or structure or any part thereof shall be designed, erected, altered or maintained for any single or multiple dwelling, sleeping or human habitation purposes, except that in connection with any warehouse or business building one single family dwelling quarters for one watchman employed on said building may be used by him and his family only.

BUSINESS AND
PUBLIC USE
DISTRICTS OF
CLASS K—
HOSPITALS AND
INSTITUTIONS

Section 14. In Business and Public Use Districts of Class K, no building, structure or premises shall be erected, constructed, altered, or maintained which shall be used or designed or intended to be used for any purpose other than that of a public or private hospital, sanitarium (except an establishment for the care or cure of persons afflicted with tuberculosis or for the care, cure or restraint of the mentally impaired or of victims of drink or drugs, which are prohibited by Article I hereof), clinic, day nursery, or charitable institution or a use permitted in a Residence District of Classes A, B, or C-1.

ACCESSORY
BUILDINGS,
DOCTORS'
OFFICES IN
DWELLINGS, ETC.

Section 15. Nothing contained herein shall prevent the usual accessories to uses which are permitted by the provisions hereof, such as the use by a physician, surgeon, dentist, or other person practicing the art of healing, artist or musician of his or her residence as an office or studio. Customary outbuildings or bridges may be located or maintained as accessory to any building lawfully within the boundaries of any district herein specified. The term accessory shall not include a business nor shall it include any building or use not on the same lot with the building or use to which it is accessory. A private garage for more than six motor vehicles shall not be deemed accessory in a Use District of Classes A, B, C-1, C-2, C-3, F, G, or K, except with the approval of the Homes Association.

LOCATION OF
ACCESSORY
BUILDINGS

Section 16. (a) Accessory buildings shall include and permit the building of a private garage for each existing single family dwelling, and for each apartment of any multiple dwelling on the same lot for the sole use of the occupants thereof, provided that the area, yard and court requirements thereof be not thereby diminished. (As amended by Amendment No. 3.)

(b) Except as otherwise provided in further restrictions applicable thereto filed

of record with said County Recorder by Commonwealth Trust Company, accessory buildings in Residence Districts of Classes A, B, C-1, C-2, C-3, F, G and K shall conform to the following regulations as to their location upon the lot, provided, however, that where the slope of the lot is greater than one foot rise in six feet of run, a private garage may, with the approval of the Homes Association, be built nearer to the street.

1. In the case of an interior lot fronting upon only one street, no accessory building shall be erected or altered so as to encroach upon that half of the lot depth nearest the street.

2. In the case of an interior lot fronting upon two or more streets, no accessory building shall be erected or altered so as to encroach upon either fourth of the lot depth nearest such streets.

3. In the case of a corner lot fronting upon two streets, no accessory building shall be erected or altered so as to encroach upon the area between such respective streets and lines drawn parallel to such streets respectively in a manner to divide the lot into two equal areas.

4. In the case of a corner lot fronting upon three or more streets, no accessory building shall be erected or altered so as to encroach upon any fourth of the lot depth nearest such streets.

5. No accessory building shall be located within ten feet of its rear or side lot line when such line forms part of the front half of the side line of an adjacent interior lot, or the front quarter of an adjacent lot whether the latter be an interior or corner lot.

6. Notwithstanding any requirement in this section, the foregoing rules shall not prohibit an accessory building where permitted by this declaration seventy-five (75) feet or more from the street bounding the block.

7. The limitations imposed by this section upon the location of an accessory building shall be waived when the accessory building is incorporated as an integral part of, and enclosed by the same enclosing walls as the building to which it is accessory.

(c) No garage for more than six motor vehicles or theatre or dance hall shall be established in any Use District so as to have a street entrance or exit for use by automobiles upon any street within 200

RESTRICTIONS
AS TO PUBLIC
GARAGES AND
THEATRES NE
SCHOOLS,
HOSPITALS, E

CLASSES OF
HEIGHT
DISTRICTS

feet of the entrance to or exit from a public or private school, or playground, church, hospital, or children's home for children under 16 years of age, except where said school, playground, church, hospital, or children's home is in a Business and Public Use District of Class H. This restriction, however, shall not apply to places which are attended by not more than twelve (12) children per day.

Section 17. For the purpose of regulating and limiting the height and bulk of buildings erected, there are hereby established and defined for the said property certain classes of Height Districts as follows:

- 1 Story Height Districts
- 2 Story Height Districts
- 2½ Story Height Districts
- 3 Story Height Districts

as herein further defined and limited, with location, extent and boundaries thereof as may be defined and established in supplemental and additional restrictions hereafter filed of record with said County Recorder, provided that further and/or different classes of height districts may be established and defined in said restrictions. No building or premises or any part thereof shall be erected, constructed, altered or maintained except in conformity with the regulations herein provided for the Height District in which said premises, building or part thereof is located. Any further restrictions hereafter established and placed of record with said County Recorder which shall classify any of said property as being within any district or any class of height district unless referring specifically to some other recorded restrictions, shall be construed as referring to the district of the class defined in this declaration, or amendment thereof.

1 STORY HEIGHT
DISTRICTS

Section 18. In a 1 Story Height District no building or structure shall be erected, constructed, altered or maintained with a height in excess of one story and basement, nor more than twenty-five (25) feet, except as provided in Section 22 hereof.

2 STORY HEIGHT
DISTRICTS

Section 19. In a 2 Story Height District no building or structure shall be erected, constructed, altered or maintained with a height in excess of two stories, nor more than thirty-five (35) feet, except as provided in Section 22 hereof.

2½ STORY HEIGHT
DISTRICTS

Section 20. In a 2½ Story Height District no building or structure shall be

erected, constructed, altered or maintained with a height in excess of two stories and a finished attic, nor more than forty (40) feet, except as provided in Section 22 hereof.

Section 21. In a 3 Story Height District no building or structure shall be erected, constructed, altered or maintained with a height in excess of three stories, nor more than forty-five (45) feet, except as provided in Section 22 hereof.

Section 22. (a) The height limitations hereof shall not apply to gables, spires, flag-poles, chimneys and wireless aerials and supports, provided same are approved by the Homes Association and the Art Jury, and provided further that where the slope of the lot is greater than one foot rise in six (6) feet of run an additional story may be permitted by the Homes Association on the downhill side of the building in any Height District.

(b) Except in Residence Use Districts of Classes A and B, towers, pent-houses or water tanks closed in with walls down to the ground or to main part of the building, may with the approval of Palos Verdes Homes Association and the Art Jury be built and used to a greater height than permitted in the height District in which the structure is located; provided that no tower of any apartment house shall be erected, constructed, altered or maintained with rooms used or designed or intended to be used for sleeping rooms on more than three stories of said apartment house; and provided that no tower of any hotel or lodging house shall be erected, constructed, altered or maintained with rooms used or designed or intended to be used for sleeping purposes on more than five floors of said hotel or lodging house; and provided that no such tower, pent-house, or water tank shall cover at any level more than fifteen (15) percent in area of the lot, nor have a base area greater than sixteen hundred (1600) square feet; and provided further that no part of any building or structure on any part of said property shall ever exceed a maximum height of one hundred and fifty (150) feet. (As amended by Amendment No. 1.)

Section 23. (a) For the purpose of regulating and determining the area of yards, courts and other open spaces for buildings erected on said property the fol-

3 STORY HEIGHT
DISTRICTS

SPECIAL HEIGHT
DISTRICT
PROVISIONS

TOWERS, TANKS
AND
PENT-HOUSES
ABOVE
HEIGHT LIMIT

GENERAL AREA
REQUIREMENTS

lowing area requirements are hereby established:

No building or part of a building shall be erected except in conformity with the area regulations herein prescribed for the Use District in which said building is located. Unless otherwise expressly provided the terms "rear yard," "side yard," "outer court" or "inner court" when used herein shall be deemed to refer only to a rear yard, side yard, outer court or inner court required herein.

(b) If a lot extends through from one street to another street, public alley, walk, court or public park one-half of the narrowest street, alley, walk, court or public park on which such lot abuts may be considered as a part of the lot in computing the size of the rear yard required except that if such one-half of the narrowest street, walk, court, alley or park is greater than the rear yard required, then only as much of said street as is required for the rear yard shall be considered as a part of said yard and provided that in no event shall the open and unoccupied space on the rear of the lot be less than five feet in depth.

**PERCENTAGE OF
LOT OCCUPIED**

Section 24. No building or structure shall be erected, constructed, altered or maintained which shall occupy either alone or with other buildings, a greater percentage of the area of the lot than as follows:

(a) In Residence Districts of Class A not more than thirty (30) per centum.

(b) In Residence Districts of Classes B, C-1, C-2, C-3, and in Business and Public Use Districts of Classes F, G and K, and for multiple dwellings in any use district, in the case of corner lots not more than seventy (70) per centum and in the case of interior lots not more than sixty (60) per centum.

The measurements shall be taken at the ground level; except that in the case of hotels the measurement may be taken at the floor level of the lowest bedroom story and in the case of other multiple dwellings where there are stores or shops on the entrance story, the measurements may be taken at the story above the top of such entrance story. No measurements of lot area shall include any portion of any street or alley. Any portion of a corner lot distant more than sixty (60) feet, from the corner line measured along the front line of the lot, shall be treated as an interior lot.

Section 25. (a) Immediately behind every dwelling erected in any Use District there shall be a rear yard extending across the entire width of the lot. Such yard shall be at every point open and unobstructed from the ground to the sky and shall be of the depth described in Section 27 hereof. Every part of such yard shall be directly accessible from every other part thereof. The depth of said yard shall be measured at right angles from the extreme rear part of the dwelling:

(1) To the middle line of the alley where an alley immediately abuts a lot and extends across its entire width;

(2) To the rear lot line, where there is no such alley;

(3) To the nearest wall of the building, where there is another building at the rear as permitted herein.

The provisions of this Section shall not apply to hotels nor to Business and Public Use Districts of Class J.

(b) In Business and Public Use Districts of Classes D, E and H the lowest level of the rear yard shall not be above the sill level of the second story windows nor in any case more than 18 feet above the curb level.

In Residence Districts of Classes A, B, C-1, C-2, C-3, and in Business and Public Use Districts of Classes F, G and K the lowest level of a rear yard shall not be above the curb level, except that a private garage or other out-building not more than one story in height may be built in the open space required for the rear yard if the required rear yard area be not thereby diminished, and egress from said rear yard to rear lot line be provided and maintained open and unobstructed to the sky of a width equal to the minimum width of required rear yard, and provided further that not more than one private garage may be built on any one lot in a Residence District of Class A.

Section 26. If a room in which persons live, sleep, work or congregate receives its light and air in whole or in part directly from an open space on the same lot with the building, there shall be at least one inner court, outer court, side yard or rear yard upon which a window or ventilating skylight opens from such room. Such inner court, outer court or side yard shall be at least of the area and dimensions herein prescribed for an inner court in the

Use District in which it is located. In Business and Public Use Districts of Class J such inner court, side yard or rear yard shall be at least of the area and dimension herein prescribed for a court in such district. The unoccupied space within the lot in front of every part of such window shall be not less than five (5) feet measured at right angles thereto and not less than thirty-five (35) square feet in area. Courts, yards, and other open spaces if provided in addition to those required need not be of the area and dimensions herein prescribed.

AREA REQUIREMENTS IN BUSINESS AND PUBLIC USE DISTRICTS OF CLASSES D, E, H, AND J

Section 27. (a) In Business and Public Use Districts of Classes D, E, H, and J yards and courts shall not be required except where windows are required, in which case the provisions of Sections 24 and 25 hereof shall apply and the dimensions of said yards and courts shall be the same as required in a Class C-1 District by paragraph (b) hereof, provided that said provisions shall not apply to windows opening on an open porch or arcade.

AREA REQUIREMENTS IN CLASS A, B, C-1, C-2, C-3, F, G, AND K USE DISTRICTS

(b) In Residence Districts of Classes A, B, C-1, C-2, C-3, and in all Business and Public Use Districts of Classes F, G and K, and for each multiple or single dwelling erected in any Use District, the minimum width of outer courts, inner courts and rear yards shall be as follows: (Height of building based on full number of stories in the building measured upward from and including the lowest story in which there is an apartment or bedroom.) (As amended by Amendment No. 1.)

Stories	Height of Building (ft.)	Outer Court and Side Court		Rear Yard on Inside Lot	
		Minimum Width of Court (ft.)	Minimum Area (sq. ft.)	Minimum Width (ft.)	Minimum Depth (ft.)
1	25	5	80	7	12
2	35	7	100	8	15
2½	40	8	120	10	18
3	45	10	160	12	20

Rear Yard on Corner Lot
The minimum depth of a rear yard on a corner lot shall be as follows:

Depth of Corner Lot	Depth of Rear Yard
Not exceeding 100 feet.	Not less than 10% of the depth of the lot nor less than five feet, nor less than the minimum width required for an outer court, based on the number of stories in such building.

SIDE YARDS

Exceeding 100 feet. Not less than twelve (12) feet.
(c) In Residence Districts of Classes A, B, F, G and K, along each side lot line there shall be a side yard of a minimum

width of five (5) feet; provided, however, that upon the presentation of a duly executed party wall agreement between owners of two adjoining lots and with the written approval of the Art Jury, this requirement shall not apply as to said lot line. In Residence Districts of Classes C-1, C-2 and C-3, and in Business and Public Use Districts of Classes D, E and H, side yards shall not be required except where windows are required, in which case said side yards shall be of the width required for outer courts or side courts in paragraph (b) above. (As amended by Amendment No. 3.)

Section 28. No building for Residence use shall be built nearer in any part than ten (10) feet from any other building for single or multiple residence use on the same lot. If a building is erected on the same lot with another building, the several buildings shall for the purpose of this declaration be considered as a single building. Any structure, whether independent of or attached to a building, shall for the purposes hereof be deemed a building or a part of a building.

No building or structure of any kind shall be placed upon the same lot with an existing building or structure so as to decrease the minimum size of courts or yards as herein prescribed, excepting a one-story accessory private garage or out-building, as provided in Section 25 hereof.

Section 29. (a) The area required in a court or yard at any given level shall be open from such level to the sky unobstructed, except for the ordinary projections of sky-lights and parapets above the bottom of such court or yard, and except for the ordinary projections of window sills, belt courses, cornices, and other ornamental features to the extent of not more than four inches. However, where a side yard or an outer court opens on a street, a cornice may project not over five feet into such side yard or outer court within five feet of the street wall of the building. And provided also that in a Residence District of Class A a single family dwelling having a side yard of a clear and unobstructed width of not less than five feet may have a cornice or eave projecting not more than two feet into the side yard on the opposite side.

(b) An open or latticed enclosed iron fire escape or stairway may project not more than four feet into a rear yard or an inner court.

ADDITIONAL BUILDINGS ON THE SAME LOT

AREA REQUIREMENT EXCEPTIONS

(c) A corner of a court or yard may be cut off between walls of the same building provided that the length of the wall of such cut-offs does not exceed four feet.

(d) An offset to a court or yard may be considered as a part of such court or yard provided that it is no deeper in any part than it is wide on the open side and that such open side be in no case less than six feet wide.

INTERPRETATION

Section 30. In interpreting and applying the provisions of this declaration they shall be held to be the minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the owners and occupants of said property. It is not intended by this declaration to interfere with any provisions of law or ordinances or any rules, regulations, or permits previously adopted or issued or which may be adopted or issued pursuant to law relating to the use of buildings or premises; nor is it intended by this declaration to interfere with or abrogate or annul easements, covenants or other agreements between parties; provided, however, that where this declaration imposes a greater restriction upon the use of buildings or premises or upon the height of buildings or requires larger yards, courts or other open spaces than are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such easements, covenants or agreements, then and in that case the provisions of this declaration shall control.

ALTERATIONS AND CHANGE IN OCCUPANCY

Section 31. No building or structure erected, constructed, or premises used on any part of said property shall at any time be altered so as to be in violation of this declaration.

BUILDING PERMITS

Section 32. No building permit shall be issued by the Building Commissioner of the Homes Association for the erection or alteration of any building or structure contrary to the provisions of this declaration.

NO USE PRIOR TO ISSUANCE OF CERTIFICATE OF COMPLETION AND COMPLIANCE

Section 33. No owner or lessor of any portion of said property shall use or permit the use of any building or premises or part thereof created, erected, changed, or converted wholly or partly in its use or structure until a certificate of completion and compliance, to the effect that the building or premises or the part thereof so created, erected, changed or converted and the proposed use thereof conform to the provisions of this declaration, shall have been issued by the Homes Association.

Section 34. (a) To preserve the attractiveness of the said property and to prevent the erection, alteration or maintenance of buildings of undesirable and inharmonious design that would depreciate their neighbors, there are hereby established and defined for said property certain districts combining the usual architectural forms as follows:

Type I Architecture District, Type II Architecture District and Type III Architecture District, as herein further defined and limited, with location, extent and boundaries thereof as may be defined and established in supplemental declarations of restrictions hereafter filed by Commonwealth Trust Company of record with said County Recorder, provided that further classes of architecture districts may be established and defined in such declarations. No building or structure shall be erected, constructed, altered or maintained on said property or any part thereof, except in conformity with the regulations herein provided for the Type of Architecture District in which said building or structure is located, and except as provided in Article III of this declaration.

(b) A design must be reasonably good of its kind in order to be approved by the Art Jury. A poorly designed example of any sort of architecture, regardless of its nominal "style," or of its cost, shall be disapproved.

(c) Materials, color and forms must be used honestly, actually expressing what they are, and not imitating other materials (such as tin, tile, wood and sheet metal, shamming stone, etc.), as for instance, wood being treated frankly as wood and not in imitation of stone, wherever it is used. In this hilly country, roofs will be much seen from above, and their form and color are important to the success and attractiveness of the property. The design of the building must be of such a kind or type as will, in the opinion of the Art Jury, be reasonably appropriate to its site and harmonize with its surroundings, including the architectural character of neighboring improvements for which designs have previously been approved. The word "type" is used rather than "style" because attempts to reproduce "archaeological" or "period" styles shall be discouraged.

Section 35. In Type I Architecture Districts buildings or structures shall conform to the following general requirements and

GENERAL REQUIREMENTS AS TO ARCHITECTURE

TYPE I ARCHITECTURE DISTRICTS

[34]

definitions, subject to the discretion of the Art Jury:

Type I shall be that distinctive type of architecture which for two decades or more has been successfully developing in California, deriving its chief inspiration directly or indirectly from Latin types, which developed under similar climatic conditions along the Mediterranean.

COLOR: Generally light in tone (of shades to be approved for each individual case).

MATERIALS: Plaster or stucco exterior wall surfaces of a durable construction, or where they can be afforded, concrete stone or an approved artificial stone, are to be preferred. In rare cases an exterior finish of wood or clay products may be approved in Type I districts, but only when treated in harmony with the dominant note of neighboring building.

ROOFS: Low roofs are desired in Type I districts, preferably not steeper than thirty (30) degrees and never to exceed thirty-five (35) degrees maximum. They should be of tile of an approved color, or if of shingles the natural weather tone shall be preferred. Roof if flat, enclosed by parapet walls. Paper or other approved prepared roofings of these flat roofs to be sprinkled with gravel or other natural material, generally light in tone.

TYPE II
ARCHITECTURE
DISTRICTS

Section 36. In Type II Architecture Districts buildings and structures shall conform to the following general requirements and definitions, subject to the discretion of the Art Jury:

Type II varies from Type I in greater latitude of architectural character. Type I designs may be approved in Type II districts. However, where some special local start of a variant type is made, with the approval of the Art Jury, other nearby buildings may be required to harmonize.

COLOR, MATERIALS and ROOFS: Requirements the same in general as for Type I, with local variations subject to the approval of the Art Jury. A greater use of wood exterior finish may be approved than in Type I districts, with an accompanying latitude in steepness of roof pitch. The maximum allowable pitch for story and a half houses in Type II districts shall be forty (40) degrees, and for two-story houses forty-five (45) degrees maximum, preferably less.

Section 37. In Type III Architecture Districts buildings and structures shall conform to the following general requirements and definitions, subject to the discretion of the Art Jury:

TYPE III
ARCHITECTURE
DISTRICTS

Type III varies from Type II as follows and Type II buildings will not be discouraged in Type III districts where they are made to harmonize with the adjacent improvements, but Type I buildings may not be approved:

COLOR AND MATERIALS: To be varied as occasion warrants with the approval of the Art Jury. Greater use of clay products exterior finish may be approved in Type III districts.

ROOFS: A slope or pitch of as much as sixty (60) degrees may be allowed in some cases, when not considered inharmonious with the neighboring buildings or contour of the surrounding ground.

Section 38. In Type IV Architecture Districts all buildings or structures shall conform to the requirements of Type II Architecture Districts as defined and limited in said Declaration No. 1, provided that the Bank of America reserves to itself, its successors and assigns the sole right to establish a general group design and color scheme, with the approval of the Art Jury, for any and all buildings and structures to be erected in said Type IV Districts, which said design shall indicate the general spacing of bays or openings, exterior facades, roof lines, gables and towers. No building or structure shall be erected, constructed, altered or maintained on any lots in said District except in conformity with said design and color scheme, as interpreted by the Art Jury; provided that if within ninety (90) days after the receipt in writing by Bank of America, its successors or assigns, of a request for the completion of said design for any lot in said Type IV Architecture District from the owner thereof, reasonably adapted to the uses and purposes of said lot and permitted and authorized by the restrictions applicable thereto under the terms of the deed or contract of sale of said lot, said Bank of America, its successors or assigns, shall fail to complete said design and color scheme as to said lot to the satisfaction of the Art Jury, the Art Jury shall without further notice be empowered to establish a design and color scheme as to said property and no building or structure shall thereafter be erected,

TYPE IV
ARCHITECTURE
DISTRICTS

constructed, altered or maintained on said property except in conformity with said last named design and color scheme or such changes therein as may be approved by the Art Jury. (Added by Amendment No. 3.)

ARTICLE V

OTHER RESTRICTIONS

KEEPING OF STOCK OR POULTRY

Section 1. No cattle, hogs, or other animals, rabbits or poultry, may be kept in any part of said property unless written permission be obtained from the Homes Association, which permission shall be granted and shall be revocable at the pleasure of said Association, under uniform regulations.

CONSTRUCTION TO BE DILIGENTLY PROSECUTED AND NEW MATERIAL USED

Section 2. No building, any part of which is for dwelling purposes, shall be in any manner occupied while in the course of original construction or until made to comply with all requirements as to cost and with all other conditions set forth or referred to herein or in any further restrictions established and applicable thereto. The work of construction of any building of said property shall be prosecuted diligently and continuously from the time of commencement until the same shall be fully completed. Every building, fence, wall or other structure placed on any part new material only and not from old or second hand material, and no building constructed elsewhere shall be moved to or constructed on said property, except with the approval of the Homes Association and the Art Jury.

STATUS OF SPLIT LOT OWNERSHIP

Section 3. An ownership or single lot holding comprising parts or portions of two or more adjoining lots, or all of one lot and parts of one or more lots adjacent thereto or other re-subdivision approved as herein provided, the total average width of which is not less than fifty (50) feet shall be deemed to be a single lot or building site for the purposes hereof.

COST OF IMPROVEMENTS

Section 4. The cost or value of the first building to be erected on any lot, including a reasonable fee of architect and reasonable profit for builder, shall be not less than the amount specified for that lot in any subsequent restrictions affecting the same and said minimum cost at any future date is to be taken as that sum which will build the

same amount of building as in the judgment of the Board of Directors of the Homes Association was possible to be built for the sum named on July 1, 1923. Nothing in this clause is intended to prevent the building of private garages or other approved accessory buildings, after or at the same time with the construction of the main building.

Section 5. Commonwealth Trust Company reserves the right to make such cuts and fills as are necessary to grade the streets or private ways, whether dedicated or not dedicated, within the boundaries thereof, in accordance with such grades as it may establish, including the right so far as is reasonable and proper for the necessary support and protection of streets so graded, to slope upon abutting lots, and may assign said rights or any of them to Palos Verdes Homes Association. (As amended by Amendment No. 3.)

Section 6. If in the opinion of the Homes Association any public improvement, planting, tree or utility of any character shall be damaged by the negligence or carelessness of any property owner or of any person working by or through any property owner, then the Homes Association shall have the right to repair such damage, and/or to replace such planting and/or tree, to pay for same out of the general fund and to assess the cost thereof against the property of such owner; and it is hereby expressly stipulated that such expense shall constitute a lien against such property, and such lien is hereby reserved and established and shall be enforceable by the Homes Association in its own name or in the name of any property owner in said property in any court having competent jurisdiction. When paid by the property owner against whom the same has been assessed, the amount of said expense shall be returned to the general fund of the Homes Association.

Section 7. No tree over twenty feet in height above the ground shall be trimmed, cut back, removed or killed except with the approval of the Homes Association, and representatives of the Homes Association and/or of the Art Jury shall have the right at any time to enter on or upon any property for the purpose of cutting back trees or other plantings which may grow up to a greater height than in the opinion

STREET GRADES, CUTS AND FILLS

OWNER LIABLE FOR DAMAGE TO STREETS CAUSED BY NEGLECTANCE

TRIMMING AND REMOVAL OF TREES AND SHRUBS

of the Homes Association is warranted to maintain the view and protect adjoining property. The Homes Association shall have sole authority and right to trim, remove, replace, plant or re-plant or otherwise care for the trees, shrubs and plantings in the sidewalk or other spaces in front of lots or adjoining them, subject to any county or other officials having superior jurisdiction.

shall first have been obtained from Palos Verdes Homes Association, and that before any use thereof a Certificate of Completion and Compliance shall also have been issued therefor by said Association. (Added by Amendment No. 1.)

Section 10. To maintain the health, safety and general welfare of people residing on said property, and to prevent danger from fires, street traffic or other hazards to life and limb or property, Palos Verdes Homes Association shall adopt such rules and regulations as it may from time to time deem advisable and necessary and all parts of said property shall at all times be maintained subject to said rules and regulations; provided, however, that all such rules and regulations shall be in addition to and not interfere with any regulations of County, State or other duly constituted public authority. No fires shall be built or maintained except in chimneys, fireplaces or other fire arrangements for which a written permit has been issued by said Association. (Added by Amendment No. 1.)

Section 11. No obstruction, diversion, bridging or confining of the existing channels, through which surface water in time of storms naturally flows upon and across any lot, shall be made by any lot owner in such a manner as to cause damage to other properties or, except with the approval of Palos Verdes Homes Association as to the adequacy of such constructed, diverted, bridged or confined channel in such a manner as to carry the amount of storm water liable to flow into it, and the right is expressly reserved to Bank of America, its successors and assigns, as an incident of the development of the entire properties including the construction of streets, gutters, ditches and otherwise, to cause reasonable increases or decreases in the amount of water which would in a state of nature flow into and through any such natural storm water channels. (Added by Amendment No. 1.)

Section 12. No plants or seeds infected with noxious insects or plant diseases shall be brought upon, grown or maintained upon any part of said property and no plants or seeds shall be brought upon any part of said property except in accordance with regulations established by and subject to inspection by the Park Department of Palos Verdes Homes Association.

MAINTENANCE
OF HEALTH,
SAFETY
AND WELFARE

MAINTAINING
NATURAL
DRAINAGE

INSECT PESTS
AND
PLANT DISEASES

RIGHT TO PLANT
AND MAINTAIN
VACANT AND
UNIMPROVED
LOTS

Section 8. The Homes Association shall have the right at all times to enter on or upon any lot or parcel of said property that is vacant or unimproved by the owner thereof, and to plant or re-plant, trim, cut back, remove, replace and/or maintain hedges, trees, shrubs or flowers on the front half and/or on the area within fifteen (15) feet of any rear or within ten (10) feet of any side line and/or keep cultivated and/or grow, reap and remove crops on the whole area of any parcel, lot or building site of said property, and the said Homes Association or any officer or agent thereof, shall not thereby be deemed guilty of any manner of trespass. When the owner of a parcel or lot so planted or maintained by the Homes Association shall give bona fide evidence and written notice to said corporation of his intention to improve the same within thirty days, the Homes Association may within said thirty days and until work on said improvements is commenced, transplant, remove or dispose of any or all of the plantings which may have been made by it.

PRIVIES AND
CESSPOOLS

Section 9. No privy shall be erected, maintained or used upon any part of said real property, but a temporary privy may with the approval of Palos Verdes Homes Association be permitted during the course of construction of a building. Any lavatory, toilet or water-closet that shall be erected, maintained or used thereon shall be enclosed and located within a building herein permitted to be erected on said premises; and, until an adequate public sewerage system shall be provided therefor, the same shall be properly connected with an underground cesspool, so constructed, covered and operated that no offensive odors shall arise or otherwise escape therefrom; and provided further, that no such cesspool shall be constructed, altered or maintained unless a proper building and plumbing permit therefor

ciation as to their freedom from insect pests and plant diseases. The right is specifically reserved to said Park Department to enter upon any part of said property and inspect all plants and seeds thereon at any time, and if after due notice from said Park Department of the existence on any part of said property of infectious plant diseases or insect pests the owner thereof fails or neglects to take such measures for the eradication or control of the same as said Park Department deems necessary for the protection of the community, to enter thereon and at the expense of the owner thereof to destroy or remove infected or diseased plants and/or spray the same and/or take such other measures as may be necessary in the opinion of said Park Department to protect the same and/or take such other measures as may be necessary in the opinion of said Park Department to protect the community from the spread of such infection. (Added by Amendment No. 1.)

ARTICLE VI

DURATION, ENFORCEMENT, AMENDMENT

DURATION OF RESTRICTIONS

Section 1. All of the restrictions, conditions, covenants, liens and charges set forth in this declaration of restrictions shall continue and remain in full force and effect at all times against said property and the owners thereof, subject to the right of change or modification provided for in Sections 2 and 3 of Article VI hereof, until January 1, 1960, and shall as then in force be continued automatically and without further notice from that time for a period of twenty years, and thereafter for successive periods of twenty years each without limitation unless within the six months prior to January 1, 1960, or within the six months prior to the expiration of any successive twenty year period thereafter a written agreement executed by the then record owners of more than one-half in area of said property, exclusive of streets, parks, and open spaces be placed on record in the office of the County Recorder of Los Angeles County by the terms of which agreement any of said conditions, restrictions, covenants, liens or charges are changed, modified or extinguished in whole or in part, as to all or any part of the property originally subject thereto, in the manner and to the extent therein provided. In the event that any such written agreement of change or modification be

duly executed and recorded, the original conditions, restrictions, covenants, liens and charges as therein modified shall continue in force for successive periods of twenty years each unless and until further changed, modified or extinguished in the manner herein provided.

Section 2. Amendment, change, modification or termination of any of the conditions, restrictions, reservations, covenants, liens or charges set forth and established in Articles I, II, III and VI hereof (except the maintenance and improvement charges as provided in Section 3 of Article II hereof) may be made by Commonwealth Trust Company or its successors in interest, as the owner of the reversionary rights herein provided for, by mutual written agreement with the then owners of record (including the mortgagees under a recorded mortgage and the trustee under a recorded deed of trust) of not less than ninety (90) per cent in area of said property and with not less than eighty (80) per cent of all of the then owners of record title of said property and with the Homes Association, duly executed and placed of record in the office of the County Recorder of Los Angeles County, California.

Section 3. Any of the conditions, restrictions, covenants, reservations, liens or charges set forth in Articles IV and V hereof or hereafter established in any declaration of additional restrictions or deed, contract of sale or lease legally filed of record unless otherwise provided therein, may be changed or modified by written instrument duly executed and placed of record: (1) As to any property then owned by Commonwealth Trust Company, by Palos Verdes Homes Association and Commonwealth Trust Company; (2) as to any other property, by Palos Verdes Homes Association, the owner or owners of record of two-thirds in area of such property and Commonwealth Trust Company or its successors in interest as owner of the reversionary rights herein; provided, however, that in either case no change or modification shall be made without the written consent duly executed and recorded of the owners of record of not less than two-thirds in area of all lands held in private ownership within three hundred feet in any direction of the property concerning which a change or modification is sought to be made, and provided further that this shall

MODIFICATION OF BASIC RESTRICTIONS

MODIFICATION OF OTHER RESTRICTIONS

not be construed as requiring the consent of the owners of any property not under jurisdiction of the Homes Association; and also provided that any approval given thereto by the Homes Association shall not be valid unless and until it shall first have had a public hearing thereon.

RECORDS AND REPORTS

Section 4. (1) Any agent or officer of the Homes Association and/or of the Art Jury may at any reasonable time enter, inspect and report upon any property subject to the jurisdiction of the Homes Association and/or the Art Jury as to its maintenance or improvement in compliance with the provisions hereof; and the Homes Association, the Art Jury and/or any agent or officer thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. The Homes Association and/or the Art Jury may issue a certificate of completion and compliance as to any property so inspected and make and collect a charge therefor.

(2) For the purpose of making a search upon or guaranteeing or insuring title to, or any lien on and/or interest in any lot or parcel of said property, and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or non-performance of any of the acts in this declaration of restrictions authorized, permitted or to be approved by the Homes Association and/or the Art Jury, the records of the Secretary of the Homes Association and/or of the Art Jury shall be conclusive as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Homes Association and by the Art Jury showing that the plans and specifications for the improvements or other matters herein provided for, or authorized, have been approved and that the said improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Homes Association or to the Art Jury by the respective secretaries thereof shall be conclusive upon all persons and shall fully justify and protect any title company or person certifying, guaranteeing, or insuring the said title, or any lien thereon, and/or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Homes Association and/or the Art Jury. In any

event after the expiration of one year from the date of the issuance of a building permit by the Homes Association for any structure, work, improvement or alteration, the said structure, work, improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Homes Association and/or the Art Jury of such non-completion and/or non-compliance, shall appear of record in the office of the County Recorder of Los Angeles County, California, or legal proceedings shall have been instituted to enforce completion and/or compliance.

Section 5. If at any time the owner or owners of lands adjoining or outside of said property shall agree with Commonwealth Trust Company or its successors in interest and/or Palos Verdes Homes Association to hold, sell and convey said land subject to restrictions, conditions, covenants, reservations, liens or charges set forth in a Declaration of Restrictions by such owner or owners approved by the Homes Association and the Art Jury, and such agreement and/or Declaration of Restrictions shall thereafter be recorded in the office of the County Recorder of Los Angeles County, California, the Homes Association and the Art Jury shall then and thereafter have power to do and perform any and all of the acts, to fix, impose and collect charges, assessments and dues from the owners of said property as therein provided and to grant said owners membership in the Homes Association as therein agreed to and provided; provided, however, that the Art Jury shall have full jurisdiction over all lands and property over which the Homes Association may at any time have jurisdiction.

ANNEXATION OF ADDITIONAL PROPERTY

Section 6. Each and all of said restrictions, conditions and covenants, reservations, liens and charges is and are for the benefit of each owner of land (or any interest therein), in said property and they and each thereof shall inure to and pass with each and every parcel of said property, shall apply to and bind the respective successors in interest of Commonwealth Trust Company. Each grantee of Commonwealth Trust Company of any part or portion of the said property by acceptance of a deed incorporating the substance of this declaration either by setting it

REVERSION OF TITLE

forth or by reference therein, accepts the same subject to all of such restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers of the Art Jury and of the Homes Association. A breach of any of the restrictions, conditions and covenants hereby established shall cause the real property upon which such breach occurs to revert to Commonwealth Trust Company or its successor in interest as owner of the reversionary rights therein provided for, and the owner of such reversionary rights shall have the right of immediate re-entry upon such real property, in the event of any such breach; and, as to each lot owner in the said property, the said restrictions, conditions, and covenants shall be covenants running with the land, and the breach of any thereof, and the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by the owner of the reversionary rights or by any such owner of other lots or parcels in said property or by the Homes Association, but such reversion shall not affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith, and for value; provided, however, that any subsequent owner of said property shall be bound by the said restrictions, conditions, and covenants, whether obtained by foreclosure or at trustee's sale or otherwise.

VIOLATION OF CONDITIONS

Section 7. The violation of any of the restrictions or conditions or breach of any of the covenants hereby established shall also give to Commonwealth Trust Company or its successors in interest and/or to Palos Verdes Homes Association the right to enter upon the property upon or as to which such violation or breach exists, and to summarily abate and remove at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and Commonwealth Trust Company or its successors in interest or Palos Verdes Homes Association shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

VIOLATION CONSTITUTES NUISANCE

Section 8. Every act or omission, whereby any restriction, condition or covenant in this declaration set forth, is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by Commonwealth Trust Company

or its successors in interest and/or by Palos Verdes Homes Association and/or by any lot owner subject to the jurisdiction of the Homes Association; and such remedy shall be deemed cumulative and not exclusive.

Section 9. All of said restrictions, conditions, covenants, reservations, liens and charges contained in this declaration shall be construed together, but if it shall at any time be held that any one of said restrictions, conditions, covenants, reservations, liens or charges or any part thereof, is invalid, or for any reason becomes unenforceable no other restriction, condition, covenant, reservation, lien or charge or any part thereof, shall be thereby affected or impaired; and that the grantor and grantee, their successors, heirs and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this declaration irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared invalid.

Section 10. Any or all of the rights and/or powers of Commonwealth Trust Company herein contained as to any of the said property may be delegated, transferred, assigned or conveyed to any person, corporation or association or to Palos Verdes Homes Association, and wherever the Commonwealth Trust Company is herein referred to, such reference shall be deemed to include its successors in interest as owner of the reversionary rights herein provided for.

Section 11. In its own name, so far as it may lawfully do so, and/or in the name of Commonwealth Trust Company or of any lot or parcel owner subject to its jurisdiction, Palos Verdes Homes Association shall interpret and/or enforce any or all restrictions, conditions, covenants, reservations, liens, charges and agreements herein or at any time created for the benefit of the said property or in any property which may thereby be expressly made subject to its jurisdiction by the owners thereof, or to which said lots or any of them, may at any time be subject. In case of uncertainty as to meaning of said provisions or of any provisions of this declaration, the Homes Association shall (except as to the provisions of Article III hereof, which shall be interpreted by the Art Jury) in all cases interpret the same

CONSTRUCTION AND VALIDITY OF RESTRICTIONS

ASSIGNMENT OF POWERS

INTERPRETATION AND ENFORCE- MENT BY HOMES ASSOCIATION

and such interpretation shall be final and conclusive upon all interested parties.

reservations, liens or charges shall in no event be deemed a waiver of the right to do so thereafter.

RIGHT TO
ENFORCE

Section 12. The provisions contained in this declaration shall bind and inure to the benefit of and be enforceable by Commonwealth Trust Company, Palos Verdes Homes Association, by the owner or owners of any property in said tract, their, and each of their, legal representatives, heirs, successors and assigns and failure by the Commonwealth Trust Company, Palos Verdes Homes Association or any property owner, or their legal representatives, heirs, successors or assigns, to enforce any of such restrictions, conditions, covenants,

Section 13. Any portion of the said property or any interest therein, title to which is acquired by the State of California and/or the United States of America and/or by any public authority, may with the written approval of the Commonwealth Trust Company or its successors in interest to the reversionary rights provided for herein, and the Art Jury, be specifically exempted from any or all of the provisions herein except the provisions of Article I hereof.

EXCEPTIONS

IN WITNESS WHEREOF, said COMMONWEALTH TRUST COMPANY has this 26th day of June, 1923, hereunto caused its corporate name and seal to be affixed by its President and Assistant Secretary, thereunto duly authorized.

COMMONWEALTH TRUST COMPANY,

By JONATHAN S. DODGE, *President.*

By W. E. PINNEY, *Assistant Secretary.*

(Seal)

STATE OF CALIFORNIA, } ss
COUNTY OF LOS ANGELES. }

On this 26th day of June, in the year one thousand nine hundred and twenty-three, before me, Grace A. Wagner, a Notary Public in and for the said County, personally appeared Jonathan S. Dodge, known to me to be the President, and W. E. Pinney, known to me to be the Asst. Secretary of the corporation that executed the within instrument, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

GRACE A. WAGNER,

*Notary Public in and for the County of Los Angeles,
State of California.*

(Seal)

ARTICLES OF INCORPORATION OF PALOS VERDES HOMES ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, a majority of whom are citizens and residents of the State of California, have this day voluntarily associated ourselves together for the purpose of forming a non-profit co-operative corporation, under the provisions of Title XXII of Part IV of Division First of the Civil Code, State of California, approved March 21, 1872, as thereafter amended, and we hereby certify:

I.

The name of the corporation shall be "PALOS VERDES HOMES ASSOCIATION."

II.

The purposes for which it is formed are:

(1) To purchase, construct, improve, repair, maintain, operate, care for, own, and/or dispose of parks, parkways, playgrounds, open spaces and recreation areas, tennis courts, golf courses and/or club houses, swimming pools, bath houses, bathing beaches, boats, boat houses, boat landings, life rafts, life guards, life saving apparatus, skating rinks, hangars and fields for aircraft, band stands, dancing pavilions, casinos, places of amusement, hospitals, museums, aquariums, community buildings, community club houses, and, in general, community facilities appropriate for the use and benefit of its members and/or for the improvement and development of the property hereinafter described.

(2) To improve, light and/or maintain streets, roads, alleys, trails, bridle paths, courts, walks, gateways, fences, and ornamental features now existing or hereafter to be erected or created, fountains, shelters, comfort stations, and/or buildings and improvements ordinarily appurtenant to any of the foregoing, grass plots and other areas, trees and plantings within the lines of the streets immediately adjoining or within the property hereinafter referred to.

(3) To purchase, construct, maintain, and operate water works, pumping plants, and systems for the transportation and distribution of water and/or to purchase and distribute water for irrigation, domestic and/or other purposes in connection with the maintenance and use of property under its jurisdiction and care.

(4) To purchase, construct, improve, and/or maintain sewer systems, storm-water sewers, drains, and other utilities in-

stalled or to be installed upon said lands in connection therewith.

(5) To care for any lots and plots in said property, remove grass, weeds, and any unsightly or obnoxious thing therefrom, and to take any action with reference to such lots and plots as may be necessary or desirable in the opinion of the Board of Directors of this corporation, to keep the property neat and in good order; and to make and collect charges therefor.

(6) To provide for the sweeping, cleaning, and sprinkling of streets, collection and disposition of street sweepings, garbage, ashes, rubbish, and the like; and to make and collect charges therefor.

(7) To provide, so far as it may be lawful so to do, for community fire and/or police protection for the protection of all or any portion of the said property and/or the owners of said property and/or residents thereon.

(8) So far as it can legally do so, to grant franchises, rights-of-way, and easements for public utility or other purposes upon, over and/or under any of said property.

(9) To acquire by gift, purchase, lease or otherwise acquire and to own, hold, enjoy, operate, maintain, and to convey, sell, lease, transfer, mortgage and otherwise encumber, dedicate for public use and/or otherwise dispose of, real and/or personal property either within or without the boundaries of said property.

(10) To acquire by purchase, gift or otherwise, and to own and/or dispose of such works of art as may be approved by the Palos Verdes Art Jury established by restrictions effective upon said property or portions thereof.

(11) To create, maintain, and operate a Department of Buildings which shall be in charge of a Building Commissioner named by the Board of Directors of said corpora-

tion to serve at their pleasure, which Building Commissioner shall have full and sole authority to approve or disapprove in the name of said corporation and to issue building permits for any and all plans, specifications or construction work of any kind within the jurisdiction of said corporation, and shall inspect and supervise the construction of buildings and structures in or upon said property in accordance with the powers and rights conferred upon it by virtue of any restrictions or contractual agreements which may be placed upon or exist in connection with any of said property; to provide for the safety of building construction by establishing regulations for the granting of building permits, and for making and collecting a charge therefor, including such provisions as are usually contained in building codes; and to provide for light, air, sanitation, health, comfort, and convenience for the occupants of existing and/or hereafter erected buildings by establishing such regulations as are usually included in housing codes or zoning regulations.

(12) To keep records of building permits and/or other approvals or disapprovals made or issued by this corporation and to keep books and records showing all charges, levies, and assessments made, and to furnish certified copies of any record which the Board of Directors may authorize to be furnished and, from time to time, to issue certificates of completion and compliance covering respective parcels of property with respect to which buildings, structures, and/or other improvements or changes have been made, all as provided in the restrictions, conditions, and covenants affecting said property or portions thereof; and to make and collect charges therefor.

(13) To enforce liens, charges, restrictions, conditions, and covenants existing upon and/or created for the benefit of parcels of real property over which said corporation has jurisdiction and to which said parcels may be subject to the extent that this corporation has the legal right to enforce the same; and to pay all expenses incidental thereto; and to enforce the decisions and rulings of the Palos Verdes Art Jury having jurisdiction over any of said property to the extent that said corporation is authorized in said restrictions, conditions, and covenants to enforce same and to pay the expenses in connection there-

with and such other expenses of the Art Jury as this corporation may assume.

(14) To pay the taxes and assessments which may be levied by any public authority upon property used or set apart for streets, parks or recreation areas, and improvements thereon, now or hereafter opened, laid out or established in said property or on such other open recreation spaces as shall be maintained for the general benefit and use of the owners of lots in said property, and their successors in interest, and also on ornamental features, tennis courts, pumping plants, water systems, community club houses, sewers, and other utilities and storm drains established in or upon said property whether taxed or assessed as a part of said property or separately, and on any property of the Palos Verdes Homes Association or which may be held in trust for the Palos Verdes Art Jury, as provided in any restrictions, conditions or covenants to which said property may be subject.

(15) To establish or make provisions for the establishing of such Planning Board, Park Board, Health Board, Library Board, Recreation Board, and/or any other board specified in or permitted by the By-laws of this corporation for the general welfare of the owners of said property or residents thereon, and for these purposes to have authority to delegate to such boards such powers as the Palos Verdes Homes Association may lawfully delegate, and to make provision for the use by any such board and/or boards of such funds as the Board of Directors of the Palos Verdes Homes Association may, from time to time, deem advisable.

(16) To exercise such powers of control, interpretation, construction, consent, decision, determination, modification, amendment, cancellation, annulment, and/or enforcement of covenants, reservations, restrictions, liens, and charges imposed upon said property, as may be vested in, delegated to, or assigned to this corporation and such duties with respect thereto as may be assigned to and assumed by this corporation.

(17) To nominate to the proper person or corporation and/or to make appointments of members of the Palos Verdes Art Jury having jurisdiction over said property in accordance with the provisions of such restrictions, conditions, and covenants

as may be in effect upon any of said property.

(18) To receive, file, and preserve such reports as may, from time to time, be made to it; and to publish and distribute bulletins and reports.

(19) To approve and/or disapprove, as provided by restrictions, conditions, and covenants affecting said property, plans and specifications for and/or location of fences, walls, poles and structures to be erected or maintained upon said property or any portion thereof, and to approve or disapprove the kind, shape, height, and material for same and/or the block plan indicating the location of such structures on their respective building sites and such grading plans as may be required, and to issue or refuse to issue permits for the same; to pay any and all expenses and charges in connection with the performance of any of said powers or the carrying out of any of said purposes; to supervise construction of any buildings or structures to the extent deemed necessary by the Board of Directors, and to establish rules therefor.

(20) To approve or disapprove of subdivisions or re-subdivisions of any of said property from time to time to the extent and in the manner that it may exercise such approval or disapproval as provided in restrictions, conditions, and covenants affecting said property.

(21) To regulate and/or prohibit the erection, posting, pasting or displaying upon any of said property of bill-boards and/or signs of all kinds and character, and to remove and/or destroy all signs placed, erected or maintained upon said property without the authority of this corporation and/or the Palos Verdes Art Jury as provided in such restrictions, conditions, and covenants, as may affect the said property or any portion thereof.

(22) To fix, establish, levy, and collect annually such charges and/or assessments upon each and every lot or parcel of said property which may be subject to and in accordance with the restrictions, conditions, and covenants affecting said property; provided, that the amount of such annual charges or assessments shall be determined as provided in said restrictions, conditions, and covenants by the Board of Directors of this corporation.

(23) To expend the moneys collected by this corporation from assessments and charges and other sums received for the payment and discharge of costs, expenses, and obligations incurred by said corporation in carrying out any or all of the purposes for which this corporation is formed.

(24) Generally, to do any and all lawful things which may be advisable, proper, authorized, and/or permitted to be done by Palos Verdes Homes Association under or by virtue of any restrictions, conditions, and/or covenants or laws affecting said property or any portion thereof (including areas now or hereafter dedicated to public use) and to do and perform any and all acts which may be either necessary for, or incidental to the exercise of any of the foregoing powers or for the peace, health, comfort, safety, and/or general welfare of owners of said property, or portions thereof, or residents thereon. In exercising any of said powers, the Board of Directors may, so far as may legally be done, follow the same procedure as followed by Boards of Trustees of cities of the 6th Class of the State of California, so far as same are not in conflict with any of the provisions contained in restrictions, conditions, and covenants affecting said property, and provided that such method of procedure may be discontinued at any time as to said property or any portion thereof or as to any portion of said property which is or shall be annexed to or become a part of an incorporated city.

(25) To borrow money and mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred and to do any and all things that a corporation organized under the said laws of the State of California may lawfully do when operating for the benefit of its members or the property of its members, and without profit to said corporation.

All of the foregoing purposes and powers are to be carried into effect and exercised for the purpose of doing, serving, and applying the things above set forth for the benefit of that certain district or area and/or the people residing therein, situate in the County of Los Angeles, State of California, being a portion of Lot "H" of the Rancho Los Palos Verdes as set forth and described in that certain deed dated March 1, 1923, executed by Jay Lawyer, et ux,

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to Commonwealth Trust Company, a corporation, and recorded in Book 1849, page 389 of Official Records, Records of Los Angeles County, California, together with any and all other property which may hereafter, through the operation of restrictions, conditions, covenants, and/or contracts pertaining to same be placed under or submitted to the jurisdiction of this corporation and be accepted as within the jurisdiction of this corporation by resolution of the Board of Directors of this corporation.

III.

The principal place of business of said corporation shall be in the City of Los Angeles, State of California.

IV.

The term for which said corporation is to exist is fifty (50) years from the date of its incorporation.

V.

The number of directors of said corporation shall be five (5), and the names and residence of the directors who are appointed for the first year and to serve until the election or qualification of their successors are as follows:

NAMES	RESIDING AT
James F. Dawson	Redondo Beach, Cal.
John C. Low	Hermosa Beach, Cal.
Jay Lawyer	Los Angeles, Cal.
J. H. Coverley	Los Angeles, Cal.
M. V. Boaz	Los Angeles, Cal.

VI.

The voting power and property rights and interests of the members shall be unequal and shall be determined and fixed as follows:

For the purpose of determining the voting power and the property rights and interests of each member of the corporation, a building site shall be taken to be a lot (exclusive of streets, open recreation areas, and lands excepted, reserved, segregated or retained in accordance with the restrictions, conditions, and covenants affecting same, shown on any map of record);

(a) Of any ordinary subdivision of said land subject to the jurisdiction of this corporation, or

(b) Of any re-subdivision of any plots or parcels of said land which re-subdivision is permitted by this corporation

and is approved by the restrictions applicable thereto and thereby allowed to be used as a building site, or

(c) Of any subdivision or re-subdivision of any land which hereafter becomes subject to the jurisdiction of the Palos Verdes Homes Association by virtue of restrictions, conditions, covenants, and/or contracts relating thereto, and by acceptance of jurisdiction by the Board of Directors of this corporation.

That each member of this corporation shall have the right to cast as many votes at any meeting of the members of this corporation as the number of building sites to which, as shown by the records of this corporation, he holds the legal or equitable title, and/or contract of purchase; provided, however, that no person or corporation holding title as security for the payment of money or performance of other obligations shall have the right to a vote by reason thereof; and provided, further, that when the legal or equitable title to, or contract for purchase of, a building site is vested in or is in the name of two or more persons in joint tenancy or otherwise, the several owners or contract holders or purchasers of said building site shall collectively be entitled to only one vote, which vote may be cast in the manner provided by the By-laws of this corporation.

Each member of this corporation shall have such an interest in all the property owned by this corporation as is represented by the ratio of the number of votes to which said member is entitled to the total number of votes to which all members of this corporation are entitled; provided, however, that during the continuance and life of this corporation and renewals thereof, no member of this corporation shall have the right of distribution of any real or personal property held by or in the possession or control of this corporation; provided, however, that those persons who are members of this corporation at the time of its dissolution may, upon said dissolution, be and become entitled to such property as may be owned by this corporation and as may be subject to distribution among its members in proportion to their interests and property rights as above determined and according to the law then in force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 16th day of May, 1923.

JAMES F. DAWSON	(SEAL)
JOHN C. LOW	(SEAL)
JAY LAWYER	(SEAL)
J. H. COVERLEY	(SEAL)
M. V. BOAZ	(SEAL)

STATE OF CALIFORNIA, }
COUNTY OF LOS ANGELES. } ss.

On this 16th day of May, A. D., 1923, before me, NELLIE GRACE FRANTZ, a Notary Public in and for the County of Los Angeles, State of California, personally appeared James F. Dawson, John C. Low, Jay Lawyer, J. H. Coverley and M. V. Boaz, known to me to be the persons whose names are subscribed to the within instrument, and who acknowledged to me that they executed the same.

NELLIE GRACE FRANTZ,
*Notary Public in and for the
County of Los Angeles,
State of California.*

(Notarial Seal)

104057

ENDORSED

FILED

IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF CALIFORNIA

May 24, 1923

FRANK C. JORDAN, *Secretary of State,*
By FRANK H. CORY, *Deputy.*

STATE OF CALIFORNIA
DEPARTMENT OF STATE

I, FRANK C. JORDAN, Secretary of State of the State of California, do hereby certify that I have carefully compared the annexed copy of Articles of Incorporation of

"PALOS VERDES HOMES ASSOCIATION"

with the original now on file in my office, and that the same is a correct transcript therefrom, and of the whole thereof. I further certify that this authentication is in due form and by the proper officer.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Great Seal of the State of California to be affixed hereto this 25th day of May, A. D., 1923.

FRANK C. JORDAN,
Secretary of State.

(GREAT SEAL OF THE
STATE OF CALIFORNIA)

By _____
Deputy.

[46]

BY-LAWS
OF
PALOS VERDES HOMES ASSOCIATION

Adopted June 25, 1923, Amended Nov. 14, 1923

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ARTICLE I

MEMBERSHIP AND DUES

BUILDING SITE
DEFINED

Section 1. A "building site" shall be taken to be a lot (exclusive of streets, open recreation areas, and lands excepted, reserved, segregated or retained in accordance with the restrictions, conditions, and covenants affecting same, shown on any map of record):

(a) Of any original subdivision which is now on file or which shall hereafter be filed in the office of the County Recorder of the County of Los Angeles, California, of that certain tract of land situated in the County of Los Angeles, State of California, being a portion of Lot "H" of the Rancho Palos Verdes as set forth and described in that certain deed dated March 1, 1923, executed by Jay Lawyer et ux, to Commonwealth Trust Company, a corporation, and recorded in Book 1849, page 389 of

Official Records of Los Angeles County, California, or

(b) Of any re-subdivision of any plots or parcels of said land which re-subdivision is approved by this corporation and is permitted by the restrictions applicable thereto and thereby allowed to be used as a building site, or

(c) Of any subdivision or re-subdivision of any land which hereafter becomes subject to the jurisdiction of Palos Verdes Homes Association by virtue of restrictions, conditions, covenants, and/or contracts relating thereto, and by acceptance of jurisdiction by the Board of Directors of this corporation.

The members of this corporation shall be all who hold legal title of record to any such building site or who, while holding a contract for the purchase of any such building site from Commonwealth Trust

Company, shall reside upon the building site described in such contract. Such holding of legal title or such residence shall be the sole qualification for membership in the corporation. Contract holders shall establish their right to membership to the satisfaction of the Secretary of this corporation.

QUALIFICATIONS OF MEMBERS

Section 2. The following persons shall be qualified to be, and shall become members of this corporation:

(a) Persons holding legal title to or an interest in any such building site, except as provided in (b) of this paragraph and provided, further, that no person or corporation taking title hereafter as security for the payment of money or performance of other obligations shall thereby become entitled to membership.

(b) Persons holding a contract for the purchase of any building site, who shall reside upon the property described in such contract, in which case the holder of the legal title shall not be qualified for membership by virtue of holding the title to such building site.

(c) The owner or owners of land adjoining or adjacent to said property when such land shall have been placed under the jurisdiction of the Art Jury and Palos Verdes Homes Association in accordance with the provisions of Section 6 of this Article.

CREATION OF MEMBERSHIP

Section 3. (a) The acceptance by a grantee of a deed conveying to him such real property as to qualify him for membership in said Association shall ipso facto constitute such grantee a member of said Association.

(b) The acceptance by a purchaser of a contract of sale covering such real property as shall qualify him for membership, together with the act of residing thereon by such purchaser, shall ipso facto constitute such purchaser a member of said Association.

(c) The certificate of the Secretary certifying that a person is a member of this corporation shall be conclusive evidence in favor of all third persons as to the facts recited therein.

TERMINATION OF MEMBERSHIP

Section 4. Whenever a member of said Association becomes disqualified for membership, as hereinabove provided, such person shall ipso facto cease to be a mem-

ber of said Association; if the member holds the legal title to more than one such building site, then upon the transfer of record of the legal title to all his building sites, or, if the member does not hold the legal title to any building site, then upon such member ceasing to be the holder of a contract for the purchase of any such building site or upon his ceasing to reside upon the building site described in such contract. A member holding the legal title of record to more than one building site may transfer membership with each building site transferred and retain membership for each building site not transferred. When a building site is owned of record in joint tenancy or tenancy-in-common, the membership as to such building site shall be joint and the rights of such membership shall be exercised only by the joint action of all owners of such building site.

Section 5. No membership fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of the corporation, except to pay annually the maintenance charge or assessment, which is or may be made a lien on the respective properties of the members, and such other liens, fees and charges as are set forth, authorized or permitted in the Declaration of Establishment of restrictions and conditions of Commonwealth Trust Company, dated June 26th, 1923, and recorded on July 5th, 1923, in the office of the County Recorder of the County of Los Angeles, State of California, in Volume 2360 of Official Records of Los Angeles County at page 231 and following pages, or any amendments thereof, or as set forth in any other Declaration of Commonwealth Trust Company, its assigns or successors in interest, applicable to said property on file or hereafter filed in the office of said County Recorder.

FEES AND OF MEMBE

Section 6. If at any time the owner or owners of land adjoining, adjacent or within a distance deemed reasonable by the directors hereof of any portion of said property shall agree with the directors hereof to hold, sell and convey said land subject to conditions, restrictions, covenants, reservations, liens or charges set forth in a declaration of restrictions by such owner or owners approved by the Board of Directors of this corporation and the Art Jury, and such agreement and declaration are

ANNEXATI ADDITION, PROPERTY

hereafter recorded in the office of the Recorder of the County of Los Angeles, the Board of Directors of this corporation and the Art Jury shall have power to do and perform any and all of the acts and to fix, impose and collect charges, assessments and dues from the owners of lots in such property, on such basis, authority and power as they may have for the said property. Owners and contract holders of such additional property shall be entitled to membership in Palos Verdes Homes Association with property rights and voting power upon the same basis and conditions as herein provided for owners and contract holders already under the jurisdiction of the Palos Verdes Homes Association and the Board of Directors of this corporation and the Art Jury shall thenceforth have and assume the enforcement of the restrictions, conditions, covenants, reservations, liens or charges created for the benefit of the owners of building sites in said last named property, or to which said building sites may at any time be subject.

PROPERTY
RIGHTS
AND INTEREST

Section 7. No member of this corporation shall have any right of property in any of the real or personal property held by, or in the possession and control of this corporation, except those persons who are members of this corporation at the time of its dissolution, and their rights shall be determined by the law then in force and effect. Each member of this corporation shall have such an interest in all the property owned by this corporation as is represented by the ratio of the number of votes to which said member is entitled to the total number of votes to which all members of this corporation are entitled; provided, however, that during the continuance and life of this corporation and renewals thereof, that no member of this corporation shall have the right of distribution of any real or personal property held by or in the possession or control of this corporation, provided, however, that those persons who are members of this corporation at the time of its dissolution may, upon said dissolution, be and become entitled to such property, as may be owned by this corporation and as may be subject to distribution among its members in proportion to their interests and property rights as above determined and according to the law then in force and effect.

ARTICLE II

VOTING POWER

At all corporate meetings the voting power of the members of this corporation shall be unequal according to the following rules, to-wit:—

(a) Except as provided in (d) of this paragraph, each member of this corporation shall have at least one vote at any meeting of the members of the corporation.

(b) Except as provided in (d) of this paragraph, each member of this corporation holding legal title to more than one building site shall have the right as such member, at any meeting of the members of this corporation, to cast a number of votes equal to the total number of building sites, the title to which is held by him.

(c) Except as provided in (d) of this paragraph, each person who is a member of this corporation by reason of being a purchaser of more than one building site located in any subdivision of the said property under a contract or contracts of purchase shall have the right to cast as many votes, at any meeting of the members of this corporation, as shall equal the total number of building sites covered by his contract or contracts.

(d) When legal title to a building site is vested in, or subject to contract or agreement to convey to two or more persons in joint tenancy or otherwise, the several owners or purchasers of said building site shall collectively be entitled to one vote only therefor.

ARTICLE III

CORPORATE POWERS

The corporate powers of this corporation shall, except as otherwise provided herein, be vested in a Board of Directors who shall be members of this corporation, and three shall constitute a quorum for the transaction of business but a smaller number may adjourn from time to time.

ARTICLE IV

THE BOARD OF DIRECTORS

Section 1. The Directors shall be elected by secret ballot at the Annual Meeting of the members to serve in the first instance as follows: one for a period of one year, two for a period of two years and two for a period of three years, and to serve until their successors are elected. Their successors shall be elected for a term

ELECTION OF
DIRECTORS

of three years. The Board of Directors shall be the judge of the election and qualifications of its own members subject to review by the courts. Any member of the Board of Directors who shall have been convicted of a crime while in office shall thereby forfeit his office.

VACANCIES IN THE BOARD OF DIRECTORS

Section 2. Vacancies in the Board of Directors shall be filled by the remaining Directors when assembled as a Board and such appointees shall hold office until the next Annual or Special Meeting of the members thereafter at which time an election for the unexpired portion of the term shall be held.

POWERS OF DIRECTORS

Section 3. The Directors shall have power:

(a) To call special meetings of the members whenever they deem it necessary, and they shall call a meeting at any time upon the written request of members holding the legal title of record of 20% in number of all said building sites.

(b) To select from their own number a president and vice-president and to appoint and remove a secretary, building commissioner, manager, and as herein further provided one or more members of the Art Jury, but no director shall serve as any of such officers; and subject to the further provisions hereof, to adopt appropriate resolutions prescribing their duties, fixing their compensation and requiring from them security for faithful service.

(c) Except as otherwise herein provided, to conduct, manage, and control the affairs and business of this corporation and to make regulations and rulings not inconsistent with the laws of the State of California, or of the By-Laws of this corporation for the guidance of the officers and management thereof, provided that not less than one-fourth of the receipts of the total annual maintenance charge or assessment, mentioned in Article I hereof, shall be appropriated and set aside for the sole use and support of the Park and Recreation Board as hereinafter provided.

(d) To determine its own rules of procedure, punish directors for misconduct and compel attendance of directors.

(e) To determine, levy and assess annually the maintenance charge or assessment mentioned in Article I hereof, and such other charges or fees as it may have power or jurisdiction over and to fix the

rate per annum of such maintenance charge or assessment, but never to exceed in any one year the total annual tax rate established for all purposes for the then current fiscal year by the City Council of the old City of Los Angeles.

(f) To make all needful rules and regulations for the conduct of election, for the prevention of fraud in elections and for the recount of the ballots in case of doubt or fraud.

Section 4. It shall be the duty of the Directors:

DUTIES OF DIRECTORS

(a) To cause to be kept a complete record of all their minutes and acts, and of the proceedings of the members, and present a full statement at the regular annual meeting of the members, showing in detail the assets and liabilities of the corporation, and generally the condition of its affairs. A similar statement shall be presented at any other meeting of the members when required by persons holding of record the legal title to at least one-half of the said building sites.

(b) Except as otherwise provided herein, to supervise all officers and see that their duties are properly performed, and cause certificates of membership to be issued to the members of the corporation.

(c) To hold, after due notice, such public hearings as may be necessary or advisable for the modification, amendment, or approval of any restrictions, conditions, covenants, reservations, liens or charges applicable to any property subject to the jurisdiction of this corporation, or applying for acceptance thereof.

ARTICLE V

MEETINGS

Section 1. The annual meeting of the members shall be held in the City of Los Angeles, County of Los Angeles, on the second Tuesday in January of each year, and shall be called by a notice in writing mailed to each member at his last known place of residence or business, or directed to each member at Los Angeles; such notice to be deposited in the United States post-office at Los Angeles at least ten days preceding the date of meeting, and postage thereon must be prepaid.

MEETINGS OF MEMBERS

Special meetings of the members shall be called in like manner after five days' notice.

No meeting of members shall be competent to transact business unless the record holders of legal title to a majority of the said building sites be represented, except to adjourn from day to day or until such time as may be deemed proper.

At such annual meeting of the members, Directors for the ensuing year shall be elected by secret ballot, to serve as herein provided and until their successors are elected. If, however, for want of a quorum or other cause, a member's meeting shall not be held on the day above named, or should the members fail to complete their elections, or such other business as may be presented for their consideration, those present may adjourn from day to day until the same shall be accomplished.

MEETINGS OF DIRECTORS

Section 2. Regular meetings of the Directors shall be held on the second and fourth Wednesday of each month, at the office of this corporation at two o'clock, p.m. provided that the Board of Directors may change, by regulation, the day of holding the regular meeting. No notice of the regular meeting of the Board of Directors need be given. The President or any two of the Directors, may call special meetings of the Directors at any time, and notice shall be given of such called meeting by depositing in the United States Post Office at Los Angeles, California, a written or printed notice thereof, with the postage thereon prepaid, addressed to each Director at the last address left with the Secretary, at least four days before the time of meeting, or by serving personally such notice on each Director one day before such meeting. Such service of notice shall be entered on the minutes of the corporation, and the said minutes, upon being read and approved at a subsequent meeting of the Board shall be conclusive upon the question of service.

Notice specified in this Article for the members need be given only to members appearing as such on the books of the corporation.

All meetings of Directors and sessions of their committees shall be open to members.

ARTICLE VI

REGULATIONS AND RESOLUTIONS

The Board of Directors shall act only by the adoption of a regulation or a resolution; and all regulations and resolutions,

except regulations making appropriations, shall be confined to one subject which shall be clearly expressed in the title. The regulations making appropriations shall be confined to the subject of appropriations. No regulation shall be passed until it has been read on two separate days or the requirement of readings on two separate days has been dispensed with by an affirmative vote of four Directors. The final reading shall be in full, unless the regulation shall have been typed or printed and a copy thereof furnished to each member prior to such reading. The ayes and noes shall be taken upon the passage of all regulations on resolutions and entered upon the journal of the proceedings of the Board of Directors, and every regulation or resolution shall require on final passage the affirmative vote of three Directors. No Director shall be excused from voting except on matters involving the consideration of his own official conduct, or where his financial interests are involved. Provisions shall be made for the printing and publication in full of every regulation within thirty (30) days after its final passage.

ARTICLE VII

THE RECALL

Section 1. The Board of Directors or any director may be removed from office by the members as herein provided.

Any member may make and file with the secretary an affidavit containing the name or names of the director or directors whose removal is sought and a statement of the grounds for removal. The secretary shall thereupon deliver to the member making such affidavit copies of petition blanks for such removal, printed forms of which he shall keep on hand. Such blanks shall be issued by the secretary with his signature and official seal thereto attached; they shall be dated and addressed to the directors, shall contain the name of the person to whom issued, the number of blanks so issued, the name of the director or directors whose removal is sought. A copy of the petition shall be entered in a record book to be kept in the office of the secretary. The petition before being returned and filed shall be signed by members who are holders of record title of at least fifty (50) per cent of all of said building sites owned by members and to every signature shall be added the place of residence of the signer, giving the street and number

PROCEDURE
FOR FILING
RECALL
PETITION

or other description sufficient to identify the place. Such signatures need not all be on one paper, but the circulator of every such paper shall make an affidavit that each signature appended to the paper is the genuine signature of the person whose name it purports to be. All such papers shall be filed as one instrument, with the endorsements thereon of the names and addresses of three persons designated as filing the same.

EXAMINATION
AND AMEND-
MENT OF
RECALL
PETITIONS

Section 2. Within ten days after the filing of the petition the secretary shall ascertain whether or not the petition is signed by the requisite number of members and shall attach thereto his certificate showing the result of such examination. If his certificate shows the petition to be insufficient, he shall forthwith so notify in writing one or more of the persons designated on the petition as filing the same, and the petition may be amended at any time within ten days after the giving of said notice, by the filing of a supplementary petition upon additional petition papers, issued, signed and filed as provided herein for the original petition. The secretary shall, within ten days after such amendment, make like examination of the amended petition, and attach thereto his certificate of the result. If then found to be insufficient, or if no amendment was made he shall file the petition in his office and shall notify each of the persons designated thereon as filing it of that fact. The final finding of the insufficiency of a petition shall not prejudice the filing of a new petition for the same purpose.

CALLING OF
RECALL
ELECTION

Section 3. If the petition or amended petition shall be certified by the secretary to be sufficient he shall submit the same with his certificate to the Board of Directors at its next meeting and shall notify the director or directors whose removal is sought of such action. The Board of Directors shall thereupon, within ten days of the receipt of the secretary's certificate, call a special members' meeting for the purpose of a recall election to be held not less than thirty nor more than forty-five days thereafter. Provided, that if an annual members' meeting is to occur within sixty days after the receipt of said certificate, the Board of Directors may in its discretion provide for the holding of the recall election on the date of such annual meeting.

Section 4. Unless the director or directors whose removal is sought shall have resigned within ten days after the receipt by the Board of Directors of the secretary's certificate the form of ballot at such election shall be as nearly as may be: "Shall A be recalled? Shall B be recalled?" etc., the name of the director or directors whose recall is sought being inserted in place of A, B, etc., and the ballot shall also contain the names of the candidates to be elected in place of the men recalled, as follows: "Candidate for the place of A, if recalled; candidate for the place of B, if recalled," etc., but the director or directors whose recall is sought shall not themselves be candidates upon such ballot.

In case of those voting for or against the recall of any director the members who are holders of record title of two-thirds ($\frac{2}{3}$) of all said building sites owned by members, shall vote in favor of recalling such director he shall be thereby removed, and in that event the candidate who receives the highest number of votes for his place shall be elected thereto for the balance of the unexpired term.

If the director or directors sought to be removed shall have resigned within ten days after the receipt by the Board of Directors of the secretary's certificate referred to in this section above hereof, the form of ballot at the election shall be the same, as nearly as may be, as the form in use at an annual members' meeting.

ARTICLE VIII
OFFICERS

The officers shall be a President, Vice-President, Secretary, Building Commissioner and Manager, which officers shall be elected by and hold office at the pleasure of the Board of Directors, except as provided herein; and a Park and Recreation Board, Planning Board, Health Board, and Art Jury as provided in these By-laws.

ARTICLE IX
PRESIDENT AND VICE-PRESIDENT

The Board of Directors shall, at their first regular meeting, elect one of their number to act as President and another to act as Vice-President, to serve for one year and until their successors are elected; and, if at any time the President shall be unable to act, the Vice-President, shall take his place and perform his duties; and, if

the Vice-President, from any cause, shall be unable to act, they shall appoint some other member of the Board to act, in whom shall be vested for the time being all the duties and functions of the office of President, or in his absence, or inability to act, the Vice-President, or, in the absence or inability to act of both the President and the Vice-President, the Director appointed as above provided, who:

1st. Shall preside over all meetings of the members and Directors and shall have the casting vote.

2nd. Shall sign as President all certificates of membership and all instruments of writing which have been first approved by the Board of Directors.

3rd. Shall have such other powers consistent with the office as may be conferred upon him by the Board of Directors.

4th. Shall be recognized as the official head of Palos Verdes Homes Association for all ceremonial purposes and by the courts for serving civil processes.

ARTICLE X

SECRETARY

The Board of Directors shall elect a Secretary to serve at the pleasure of the Board, with the following duties:

1. To keep a record of all the proceedings of the Board of Directors and of the members.

2. To keep the corporate seal of the corporation and the book of blank certificates of membership; to fill up and countersign all certificates issued, and make the corresponding entries in the margin of such book of issuance; and he shall affix said corporate seal to all papers requiring a seal.

3. To serve all notices required either by law or the By-laws of the corporation, and in case of his absence, inability, refusal or neglect so to do, then such notices may be served by any person thereunto directed by the President or Vice-President of the corporation.

4. To keep proper books showing the date of issuance of each certificate of membership and the name of the person to whom issued, and showing the date of and parties to each transfer of membership.

ARTICLE XI

THE BUILDING COMMISSIONER

Section 1. The Department of Buildings shall be in charge of a Building Commissioner named by the Board of Directors to serve at their pleasure, who shall have full, sole and final authority to approve or disapprove in the name of said corporation and to issue Building Permits and Certificates of Completion and Compliance for any and all plans, specifications or construction work of any kind within the jurisdiction of said corporation, and shall inspect and superintend the construction of buildings and structures in or upon said property in accordance with the powers and rights conferred upon it by virtue of any and all restrictions or contract agreements which may at any time be placed upon or exist in connection with any of said property or any property over which this corporation shall have or accept jurisdiction.

Section 2. The Board of Directors shall provide for the safety of building construction by establishing and enforcing regulations for the granting of said Building Permits and Certificates of Completion and Compliance by the Building Commissioner and for making and collecting a charge therefor, including such provisions as are usually contained in city building codes; and to provide for light, air, sanitation, health, comfort, and convenience for the occupants of existing and/or hereafter erected buildings by establishing such regulations as are usually included in city housing, sanitation, plumbing, electric wiring and other codes or zoning regulations.

Section 3. The Building Commissioner shall keep records of all building permits and/or other approvals or disapprovals made or issued by and in the name of this corporation and furnish certified copies of any record which the Board of Directors may authorize to be furnished and, from time to time, to issue Certificates of Completion and Compliance covering respective parcels of property with respect to which buildings, structures, and/or other improvements or changes have been made, as herein provided.

Section 4. The Homes Association and every officer, board, or employee thereof, performing any act or erecting, constructing, altering or maintaining any building,

BUILDING
CODE

RECORDS

PERMIT FOR
ASSOCIATION
WORK

structure, improvement, work of art, etc., shall secure a Building Permit and a Certificate of Completion and compliance and approval of the Building Commissioner and/or the Art Jury, in the same manner as required of any private owner subject to the jurisdiction of the Home Association and the Art Jury.

Section 5. No building permit shall be issued by the Building Commissioner for any building or structure or any part thereof unless and until it conforms to all the then requirements of ordinances of the County of Los Angeles, California, applicable thereto, and to the California State Housing Act, State Tenement House Act, State Hotel and Lodging House Act, State Dwelling House Act, and all other State Acts and requirements as to housing and sanitation applicable to incorporated cities, and said laws and amendments thereto shall have the same force and effect as if property were all within an incorporated city of the State of California, except such modifications and variations thereto as may be adopted by regulation by the Board of Directors. (As amended Nov. 14, 1923.)

ARTICLE XII

THE MANAGER

THE MANAGER *Section 1.* The Manager shall be the chief executive officer of the corporation. He shall be chosen by the Board of Directors solely on the basis of his executive and administrative qualifications. The choice shall not be limited to inhabitants of the said property. The Manager shall be appointed for an indefinite period. He shall be removable by the Board of Directors. If removed at any time after six months he may demand written charges and a public hearing on the same before the Board of Directors prior to the date on which his final removal shall take effect, but during such hearing the Board of Directors may suspend him from office. During the absence or disability of the Manager the Board of Directors shall designate some properly qualified person to perform the duties of the office.

POWERS AND DUTIES OF THE MANAGER *Section 2.* The Manager shall be responsible to the Board of Directors for the proper administration of all affairs of the corporation, and to that end shall make all appointments, except as otherwise provided in these By-laws. Except when the Board

of Directors is considering his removal, he shall be entitled to be present at all meetings of the Board of Directors and of its committees and to take part in their discussions.

Section 3. The Manager shall prepare and submit to the Board of Directors the annual budget after receiving estimates made by the heads of the departments.

ANNUAL
BUDGET

ARTICLE XIII

ADMINISTRATIVE DEPARTMENTS

Section 1. There shall be administrative departments as follows:

Law, works and utilities, safety and welfare, library, and finance, and a Park and Recreation Board, Planning Board, Health Board, and Art Jury, the functions of which shall be prescribed by the Board of Directors except as otherwise provided herein. The Board of Directors shall fix all salaries, which in the classified service shall be uniform for each grade, as established by the Service Commission, and the Board of Directors may, by a four-fifths vote, create new departments, combine or abolish existing departments or establish temporary departments for special work, except the Art Jury and the Park and Recreation Board and except as otherwise provided herein.

ADMINISTRATIVE
DEPARTMENTS
CREATED

Section 2. At the head of the departments of law, works and utilities, safety and welfare, library, and finance, there shall be a director. Each director shall be chosen on the basis of his general executive and administrative experience and ability and of his education, training and experience in the class of work which he is to administer. The director of the department of law shall be a lawyer; of the library, a trained librarian; of works and utilities, an experienced and qualified engineer; of safety and welfare, a man who has had administrative experience; of finance, a man who has had experience in banking, or other financial matters; or in each case the person must have rendered active service in the same department in this or some other community. The manager may appoint an advisory Library Board, to serve at his pleasure and to advise and aid him and the librarian in library matters, and for other advisory boards.

DUTIES OF
DIRECTORS
DEPARTMENTS

DEPARTMENT DIRECTORS Section 3. Each department director shall be appointed by the manager and may be removed by him at any time.

RESPONSIBILITY OF DEPARTMENT DIRECTORS Section 4. The department directors and the various boards and officers thereof, except as otherwise provided herein, shall be immediately responsible to the manager for the administration of their departments, and their advice in writing may be required by him on all matters affecting their departments. They shall prepare departmental estimates, which shall be open to public inspection, and they shall make all other reports and recommendations, concerning their departments at stated intervals or when requested by the manager. The Board of Directors, the manager, and any officer or board authorized by them, or either of them, shall have power to make investigations as to corporation affairs, and compel the production of books and papers.

ARTICLE XIV

PARK AND RECREATION BOARD

Section 1. The Department of Parks, Boulevards, Forestry, Music and Recreation shall be under the control and management of a Board to be known as the Park and Recreation Board composed of the manager and three persons named by the manager, well known for their intelligence and integrity, and whose term of office shall be for a period of three (3) years; provided, that the first members of said Board shall so classify themselves by lot that the term of one member shall expire at the end of one year, one at the end of two years, and one at the end of three years from the date of their first appointment, and at the expiration of the term of each member his successors shall be appointed by the manager for a term of three years from the date of expiration of the official term of his predecessor. Vacancies shall be filled by the manager for the unexpired portion of the term. Said commissioners shall serve without compensation. They shall elect their own officers, adopt their own rules and regulations and shall meet at least once a month. Two members of the Board shall constitute a quorum for the transaction of business and an affirmative vote of at least two appointed members shall be necessary to authorize any action of the Board.

Section 2. Said Board shall keep record of its proceedings and shall appoint a Secretary who shall not be a member of the Board and who shall hold office at the pleasure of the Board.

Section 3. The Park and Recreation Board shall also appoint a Landscape Architect, to advise the Board, and a Chief Executive Officer as superintendent under the Board who shall hold office at the pleasure of the Board and who shall in behalf of said Board and of this corporation have charge, supervision and direction of all work and of all officers and employees under said Board and may dismiss any officer or employee under him except the Secretary and Landscape Architect of the Board or other consulting expert who may be called in to render special service.

Section 4. The Park and Recreation Board shall have power and it shall be its duty:

(a) To devise and adopt a system of parks, parkways, boulevards, playgrounds, recreation areas and open spaces for the use of the members of this corporation and the inhabitants of said land, and by and with the approval and authority by regulations of the Board of Directors, to lease, purchase, and/or otherwise acquire in the name of this corporation lands for parks, parkways, playgrounds, recreation areas and/or common lands for general welfare and by and with the approval and authority by regulation of the Board of Directors to establish, change and/or re-establish the grade of any boulevard, parkway or other property under its supervision or control, and no change shall be made in the grade of any street subject to the jurisdiction of the Park and Recreation Board unless the Park and Recreation Board shall approve such change of grade.

(b) To superintend, control and manage any and all parks, parkways, boulevards, playgrounds, open spaces and recreation areas, tennis courts, golf courses and/or club houses, swimming pools, bath houses, bathing beaches, boats, boat houses, boat landings, life rafts, life guards, life saving apparatus, skating rinks, hangars and fields for air craft, band stands, dancing pavilions, casinos, places of amusement, community buildings, aquariums, and in general community facilities appropriate

for the use and benefit of members and/or for the improvement and development of said property, grass plots and other areas, and all trees or plantings, within the lines of streets, parkways, walks, or other easements or rights-of-way, or on school or other public grounds by arrangement with public authorities having jurisdiction therein, and except as otherwise provided herein all improvements in, on, or upon the same belonging to or under control of this corporation, and of such other grounds and thoroughfares as may upon the recommendation of the Park and Recreation Board be placed under the control and management of said Board and by and with the approval of the Board of Directors to construct, improve, adorn, regulate and maintain the same in such manner as it may deem best, and to establish a width of sidewalk on all boulevards and parkways. And the Board of Directors shall, upon the recommendation of the Park and Recreation Board, pass regulations for the control and orderly government of the same, and other lands subject to its control, and prescribe penalties for the violation thereof. No building, structure, planting or improvement of any kind shall be erected, constructed, altered or maintained in, on, or upon any land or portion of said property under the jurisdiction of the Park and Recreation Board except with the approval and authority of the Park and Recreation Board; nor shall any land or any portion of said property be acquired or leased by the Homes Association, nor any property once subject to the jurisdiction of the Park and Recreation Commission be at any time sold, conveyed, mortgaged, leased, encumbered, or in any way disposed of except with the approval of the Park and Recreation Board. No building or structure for any purpose other than a park purpose shall be erected, constructed, altered or maintained upon any land subject to the jurisdiction of the Homes Association, when such land has been accepted for park purposes only.

(c) To plant or replant, trim, cut back, remove or replace, care for and/or maintain hedges, trees, shrubs, or flowers on vacant or unimproved lots or on other private property as far as may be permitted by the restrictions applicable thereto and thereby allowed, and to remove and/or burn grass, weeds, or any unsightly or obnoxious thing therefrom.

(d) To make such agreements with county, township, state, national or other public officials, or with any corporation or individual, for and in behalf of the owners of said property and of this corporation, for a division of the work upon any property subject to the jurisdiction of the Park and Recreation Board or for the care, maintenance and improvement of the same, as will enable the Homes Association to co-operate with the said officials, corporations or individuals to secure the greatest benefit to the said property or portions thereof.

(e) By and with the approval of the Board of Directors, to accept bequests and donations, and to take and hold title to real and/or personal property, and to administer and disburse and/or dispose of the same and/or to use the income and/or proceeds therefrom for the purposes for which it is established.

ARTICLE XV

PLANNING BOARD

Section 1. There shall be a Planning Board of five members consisting of the Manager, the Director of Works and Utilities, and three members of the Homes Association, one of whom may also be a member of the Park and Recreation Board, named by the Manager whose term of office shall be for a period of three years; provided that the first appointed members of said Board shall so classify themselves by lot that the term of one member shall expire at the end of one year, one at the end of two years and one at the end of three years from the date of their first appointment, and at the expiration of said term his successor shall be appointed by the Manager for a term of three years. Vacancies shall be filled by the Manager for the unexpired portion of the term. Said board members shall serve without compensation. They shall elect their own officers, adopt their own rules and regulations and shall meet at least once a month. Three board members, at least two of whom shall be appointed members, shall constitute a quorum for the transaction of business.

Section 2. The Planning Board shall appoint a Consultant in City Planning to advise the Board and a Secretary who shall have some knowledge of city planning. The Engineer of the Department of Works

SECRETARY
AND OTHER
EMPLOYEES

and Utilities shall also serve as Chief Engineer of the Planning Board, and it shall be his particular duty to make recommendations designed to bring all the engineering work of this corporation into harmony as parts of one comprehensive plan. The Planning Board shall have power to call upon any officer or department or board of this corporation at any time for information and advice, which in its opinion, will insure the efficiency of its work.

POWERS AND
DUTIES OF THE
PLANNING
BOARD

Section 3. (a) The Planning Board shall have full and sole authority on behalf of this corporation to give approval in the name of the Homes Association for each subdivision or re-subdivision plat or map of any property subject to the jurisdiction of the Homes Association. Each such approval shall be certified to the Secretary of the Homes Association who shall thereupon affix the official seal of the corporation.

(b) It shall be the duty of the Planning Board to keep itself informed of the progress of city planning in this and other countries, to make studies and recommendations for the improvement of the general plan of the Palos Verdes region and vicinity with a view to the present and future movement of traffic, the convenience, amenity, health, recreation, general welfare, and other needs of this area dependent on such plan; to consider and report upon the designs and their relation to the general plan, of all new public ways, lands, buildings, bridges, and all other public places and structures, of additions to and alterations in those already existing, and of the layout or plotting of new subdivisions of this area or of territory adjacent thereto.

(c) All acts of the Board of Directors, officers or boards of this corporation affecting the general regional plan for Palos Verdes Rancho or any part thereof, shall be submitted to the Planning Board for report and recommendations. The Board of Directors may at any time call upon the Planning Board to report with recommendations, and the Planning Board of its own volition may also report to the Board of Directors with recommendations on any matter which in the opinion of either body, affects the general regional plan. Any matter referred by the Board of Directors to the Planning Board shall be acted upon by the Planning Board within thirty days of the date of reference, unless a longer or

shorter period is specified. No action by the Board of Directors involving any points hereinbefore set forth shall be legal or binding until it has been referred to the Planning Board and until the recommendations of the Planning Board thereon have been accepted or rejected by the Board of Directors.

(d) The Planning Board shall submit to the Board of Directors an annual report summarizing the activities of the Planning Board for the fiscal year, the recommendations made by it to the Board of Directors during the year and the action of the Board of Directors during the year on any and all recommendations made by the Planning Board in that or former years. The annual report of the Planning Board shall also contain a program for improvements to the regional plan year by year during the three years next ensuing, with estimates of the cost thereof and recommendations as to how the cost shall be met.

ARTICLE XVI

HEALTH BOARD

Section 1. The Department of Health shall be under the control and management of the Health Board composed of the Manager and three persons named by the Manager because of their special knowledge of public health and welfare matters, provided that at least one of said members shall be selected from a list of three persons nominated by the County Medical Society of Los Angeles County. The term of office of said members shall be for a period of three years, provided that the first members of said Board shall so classify themselves by lot that the term of one member shall expire at the end of one year, one at the end of two years and one at the end of three years from the date of their first appointment. And at the expiration of the term of each member his successor shall be appointed by the Manager for a term of three years from the date of expiration of the official term of his predecessor. Vacancies shall be filled by the Manager for the unexpired portion of the term. They shall elect their own officers, adopt their own regulations, and meet at least once a month.

Section 2. The Board shall appoint a Health Officer who shall be a person well trained in matters of public health, not necessarily an inhabitant of said property.

ANNUAL
REPORT

HEALTH
OFFICER

who shall act as Chief Executive Officer under the Board, hold office at the pleasure of the Board, and who shall in behalf of said Board and of this corporation have charge, supervision and direction of all work and of all officers and employees under said Board and may dismiss any officer or employee under him. The Health Board shall have charge and control of the administration of all health and sanitation measures within the jurisdiction of said corporation.

ARTICLE XVII

THE ART JURY

Section 1. The Palos Verdes Art Jury appointed by Commonwealth Trust Company of Los Angeles, April 12, 1923, is hereby adopted, confirmed and established as the Art Jury of this corporation. The Art Jury shall have full jurisdiction over all lands and property over which Palos Verdes Homes Association has jurisdiction.

APPROVAL OF STREETS, SUBDIVISIONS AND GENERAL PLANTING

Section 2. No part of the said property and/or of any property at any time within the jurisdiction of the Art Jury or of Palos Verdes Homes Association shall be subdivided, laid out or improved by street work, buildings, structures, landscaping or planting, or its physical contours cut into, altered or changed, or any premises maintained except with the approval of the Art Jury as to a uniform and reasonably high standard of artistic result and attractiveness, in exterior and physical appearance of said property and improvements; provided, that as to any original layout, subdivision and landscaping of the said property for Commonwealth Trust Company by Olmsted Brothers, Landscape Architects of Brookline, Massachusetts, the Art Jury shall not have any jurisdiction or power of approval other than to make suggestions unless specifically requested to do so by Commonwealth Trust Company; and provided also that at the end of ninety days after submission by Commonwealth Trust Company to the Art Jury of a subdivision map or of any proposed declaration of additional restrictions covering any portion of the said property, legal title to which is held by Commonwealth Trust Company, the said map or declaration shall be deemed to have been given full and final approval by the Art Jury, regardless of any action by it in the interim.

Section 3. No building, fence, wall, sidewalk, steps, awning, tent, pole, or other structure, improvement, utility, parking or planting shall be erected, constructed, altered or maintained upon, under or above any portion of said property or of any property at any time within the jurisdiction of the Art Jury or of Palos Verdes Homes Association (except as provided in Section 2 hereof) unless plans and specifications therefor, including the exterior color schemes together with a block plan indicating location, shall have been submitted to, approved in writing by the Art Jury and a copy of such plans, specifications and block plans as finally approved deposited for permanent record with the Art Jury. No alteration shall be made in the exterior color or design of any structure unless written approval of such alteration shall have first been obtained from the Art Jury. No sign of any kind or for any use shall be erected, posted or displayed upon or about any property under the jurisdiction of the Art Jury without the written approval of the Art Jury.

APPROVAL OF PLANS

Section 4. No work of art shall become the property of Palos Verdes Homes Association, or of any corporation, organization or public or semi-public body which may succeed or be substituted for any of them, whether acquired by purchase, gift or otherwise, unless such work of art or a design of the same, together with a statement showing the proposed location of such work of art, shall first have been submitted to and approved in writing by the Art Jury; nor shall any work of art until so approved be contracted for, erected, placed in or upon, or allowed to extend over or under any street, avenue, square, park, recreation grounds, school or public buildings, or other public or semi-public property over which the Art Jury has jurisdiction. The Art Jury may, when it deems proper, also require a model of the proposed work of art, or a map, drawing or profile of any proposed site therefor. The term "Work of art" as used in this section shall apply to and include all paintings, mural decorations stained glass, statua, bas-reliefs, tablets, sculptures, monuments, fountains, arches, entrance gateways, or other structures of a permanent character intended for ornament or commemoration. No work of art over which the Art Jury has jurisdiction shall be removed, relocated or in any way altered

APPROVAL OF WORKS OF ART

without the approval in writing of the Art Jury.

CUSTODIAN OF ART WORKS

Section 5. The Art Jury shall be custodian of all works of art owned or accepted by Palos Verdes Homes Association; and shall have sole charge of the care and preservation thereof, and of such other works of art as it may accept charge of.

MEMBERSHIP

Section 6. (1) The Art Jury shall be composed of one member ex-officio named by Commonwealth Trust Company and of six other members appointed by Commonwealth Trust Company, of whom three shall be persons engaged in the practice of the fine arts in the instance of the first appointment selected from the membership of the Southern California Chapter of the American Institute of Architects and in case a vacancy among these three members occurs, Commonwealth Trust Company shall appoint his successor from a list of three persons engaged in the practice of the fine arts nominated by the Board of Directors of the Southern California Chapter of the American Institute of Architects. One member shall be a City Planner named by Commonwealth Trust Company and if a vacancy occurs as to this member Commonwealth Trust Company shall name his successor from a list of three City Planners, nominated by the Board of Directors of the American City Planning Institute. One member shall be appointed by Commonwealth Trust Company from a list of three persons nominated by the governing board of the University of California, Southern Branch, and one member shall be appointed by Commonwealth Trust Company from a list of three persons nominated by the Board of Directors of Palos Verdes Homes Association.

(2) The six members of the Art Jury appointed by Commonwealth Trust Company shall in the first instance serve for two years and thereafter shall choose by lot terms of office as follows: Two for one year, two for two years, and two for three years, and their successors shall be appointed by Commonwealth Trust Company for terms of three years each, except on appointment to fill a vacancy, which shall be for the unexpired portion of the term. In case any of the organizations entitled to make nominations, as hereinbefore provided, shall fail to make

such nominations within sixty days after written notification by Commonwealth Trust Company of the expiration of a term or the occurrence of a vacancy, Commonwealth Trust Company shall appoint a member to fill the vacancy upon its own nomination. Said appointees shall meet, organize and notify Commonwealth Trust Company and the Board of Directors of this corporation that the organization of the Art Jury has been effected and the duties thereof assumed, and furnish Commonwealth Trust Company and the Board of Directors with a certified copy of its rules of procedure. In the event that such appointees or any of them shall fail to accept said appointment Commonwealth Trust Company shall have the right to revoke such appointment, and to appoint any other person or persons in its judgment qualified to act as members of said Art Jury. If the Art Jury for any reason shall fail to meet and perform its duties for a period of thirty consecutive days, Commonwealth Trust Company may during the thirty days next thereafter remove one or all of the members and appoint any person or persons in its judgment qualified to act as members of said Art Jury in the place of the member or members so removed; provided appointees shall in all cases in number and qualifications fulfill as nearly as possible the provisions of paragraph (1) of this section as to membership.

(3) Any member of the Art Jury who shall be employed to execute a work of art or structure of any kind requiring the approval of the Art Jury, or who shall take part in competition for such work of art or structure, shall be disqualified from voting thereon; and, in such instance the Art Jury may, in its discretion, invite an expert advisor to give his opinion as to such work of art or structure.

(4) On July 1, 1932, or at any time prior thereto, Commonwealth Trust Company may terminate the term of office and its own power of appointment of the ex-officio member of the Art Jury, by written notification to the President of Palos Verdes Homes Association. On July 1, 1932, the right of Commonwealth Trust Company to appoint members of the Art Jury as provided in paragraph (1) of this section shall cease; or Commonwealth Trust Company prior to said date may resign and transfer said power of appointment to the President

of Palos Verdes Homes Association, by notice thereof to him in writing. From and after said date or upon receipt of such notification or either of them, the President of Palos Verdes Homes Association shall, as the case may be, become a member ex-officio of the Art Jury, as successor to the ex-officio member named by Commonwealth Trust Company and/or shall have power, as successor to Commonwealth Trust Company to appoint members thereof, as provided in paragraph (1) of this section, except as provided herein.

(5) The members of the Art Jury shall elect from their own number a President and Vice-President and shall adopt rules of procedure and prescribe regulations for submission of all matters within their jurisdiction. Four members shall constitute a quorum and shall have full power to act as the Art Jury during the period of any vacancy or vacancies in the membership thereof. The Art Jury shall designate and appoint a trust company to act as its Treasurer and to act as Trustee of all property of the Art Jury. The name of such Treasurer and of the Secretary shall be certified to Commonwealth Trust Company and to Palos Verdes Homes Association.

ART JURY PURPOSES AND FUNDS

Section 7. Any funds available therefor may be used by the Art Jury to pay its members for time in attendance at meetings, and for other expenses which in its judgment are incidental to carrying out the purpose for which it is established, to enforce its decisions and rulings and/or to promote art education and community embellishment. The Art Jury may accept bequests and donations of, and through its Trustee take and hold, title to real and/or personal property and shall have power to administer, disburse, and/or dispose of the same and/or to use the income and/or proceeds therefrom for the purposes for which it is established. The Art Jury may file estimates of its annual budget needs with the manager and the Board of Directors and the Board of Directors shall carefully consider the same and may appropriate such sums for the Art Jury as to them may seem advisable.

RECORDS AND REPORTS

Section 8. The Art Jury shall, on or before the first of May of each year, make a written report to Commonwealth Trust Company and to Palos Verdes Homes Association of its general proceedings, receipts and disbursements, during the preceding

calendar year and shall also furnish on written request by Commonwealth Trust Company or the Board of Directors a similar report covering any designated period.

(2) The Secretary of the Art Jury shall keep minutes of each approval, recommendations or other official act of the Art Jury and furnish certified copies of the result thereof, on request to any person, and the Art Jury may make a reasonable charge therefor. Said records shall be open to the public. The Secretary of the Art Jury or his duly authorized agent or deputy may at any time enter, inspect, and report upon any portion of said property as to its compliance with the provisions hereof, or as to the decisions of the Art Jury, or any officer or agent thereof shall not thereby be deemed guilty of any manner of trespass for such entry, and the Art Jury may authorize the Secretary thereof to issue a certificate of completion and compliance as to any property so inspected and to make and collect a reasonable charge therefor. In the absence of such certificate and after the expiration of one year from the date of approval by the Art Jury of plans of any structure or alteration, or of any matter requiring approval, the said structure or alteration or matter requiring approval shall, in favor of purchasers and encumbrancers in good faith and for value from the owner causing such structure to be erected or alteration to be made or matter approved, be deemed to be in compliance with all the provisions hereof, unless notice to the contrary shall appear of record in the office of the County Recorder of Los Angeles County.

ARTICLE XVIII FINANCIAL PROVISIONS

Section 1. The Director of Finance shall have direct supervision over the Department of Finance and the administration of the financial affairs of the corporation, including the keeping of accounts and financial records; the levy, assessment and collection of charges or assessments, and other fees and revenues (except as otherwise provided herein); the custody and disbursement of corporation funds and moneys and the deposit of the same in such bank or banks as the Board of Directors shall designate; the control over expenditures; and such other duties as the Board of Directors may, by regulation, provide.

THE DIRECTOR OF FINANCE

ACCOUNTS AND
RECORDS

Section 2. Accounts shall be kept by the Department of Finance showing the financial transaction for all departments of the corporation. Forms for all such accounts shall be prescribed by the Director of Finance with the approval of the manager; and shall be adequate to record all cash receipts and disbursements, all revenues accrued and liabilities incurred, and all transactions affecting the acquisition, custody, and disposition of values, and to make such reports of the financial transactions and conditions of the city as may be required by law or regulations of the Board of Directors. Financial reports shall be prepared for each quarter and each fiscal year, and for such other periods as may be required by the manager, or the Board of Directors.

ANNUAL
BUDGET

Section 3. Not later than one month before the end of each fiscal year the manager shall prepare and submit to the Board of Directors an annual budget for the ensuing year, based upon detailed estimates furnished by the several departments and other divisions of the corporation, according to a classification as nearly uniform as possible. The budget shall present the following information:

(a) An itemized statement of the appropriation recommended by the manager for current expenses and for permanent improvements for each department and board and each division thereof for the ensuing fiscal year, with comparative statements in parallel columns of the appropriations and expenditures for the current and next preceding fiscal year, and the increases or decreases in the appropriations recommended;

(b) An itemized statement of the charges or assessments required and of the estimated revenues of the corporation from all other sources for the ensuing fiscal year, with comparative statements in parallel columns of the revenues for the current and next preceding fiscal year, and of the increases or decreases estimated or proposed;

(c) A statement of the financial condition of the corporation and

(d) Such other information as may be required by the Board of Directors. Copies of the budget shall be available for distribution not later than two weeks after its submission to the Board of Directors; and a public hearing shall be given thereon by

the Board of Directors or a committee thereof before action by the Board of Directors.

Section 4. Not later than one week after the beginning of the fiscal year the Board of Directors shall pass an annual appropriation regulation, which shall be based on the budget submitted by the manager, except as provided in Article III hereof. The total amount of appropriations shall not exceed the estimated revenues of the corporation. Before the annual appropriation regulation has been passed, the Board of Directors, with the approval in writing of the manager, may make such appropriations for current department expenses, chargeable to the appropriations of the year when passed, to an amount sufficient to cover the necessary expenses of the various departments until the annual appropriation is in force. No other liabilities shall be incurred by any officer or employee of the corporation, except in accordance with the provisions of the annual appropriation regulation or under continuing contracts and loans authorized under the provisions hereof or as otherwise provided herein. At any meeting after the passage of the appropriation regulation and after at least one week's public notice, the Board of Directors, by affirmative vote of four members thereof, may amend such regulation, so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the annual budget.

Section 5. On or before the 15th day of October, in each year the Board of Directors shall, by regulation, fix and establish the amount of the annual maintenance charge or assessment mentioned in Article I hereof, necessary to meet the appropriations made (less the estimated amount of revenue from other sources).

Section 6. Money may be borrowed, in anticipation of the receipts from maintenance charges or assessments during any fiscal year, by the issue of notes or certificates of indebtedness; but the aggregate amount of such loans at any time outstanding shall not exceed twenty (20%) per cent of the receipts from maintenance charges or assessments during the preceding fiscal year.

APPROPRIATION
REGULATIONS;
TEMPORARY
APPROPRIATIONS;
TRANSFERS

FIXING THE
ANNUAL
MAINTENANCE
CHARGES

TEMPORARY
LOANS

COLLECTION
AND CUSTODY
OF MONEYS

Section 7. All charges and assessments, and fees accruing to the corporation shall be collected by officers of the department of finance. All moneys received by any officer or employee of the corporation for or in connection with the business of the corporation shall be paid promptly into the corporation treasury, and shall be deposited with such responsible banking institutions as furnish such security as the Board of Directors may determine and shall agree to pay the highest rate of interest; and all such interest shall accrue to the benefit of the corporation. The Board of Directors shall provide by regulation for the prompt and regular payment and deposit of all moneys as required by this section; provided, however, that all funds received on account of the Art Jury or Park and Recreation Board shall be kept in separate accounts subject to the respective order of said boards.

CONTRACTS
AND
PURCHASES

Section 8. No continuing contract (which involves the payment of money out of the appropriations of more than two years) except public utility franchises shall be made for a period of more than ten years; and no such contract shall be valid without public hearing thereon.

Any work or improvement costing more than one thousand (\$1000.00) dollars shall be executed by contract, except where a specific work or improvement is authorized by the Board of Directors based on detailed estimates submitted by the department authorized to execute such work or improvement. All contracts for more than one thousand dollars shall be awarded to the lowest responsible bidder, after public advertisement and competition as may be prescribed by regulation. But the manager shall have the power to reject all the bids and to advertise again; and all advertisement shall contain a reservation of this right.

PAYMENT
OF CLAIMS

Section 9. Payments by the corporation shall be made only upon vouchers certified by the head of the appropriate department or other division of the corporation, and by means of warrants on the corporation treasury issued by the Director of Finance and countersigned by the manager. The Director of Finance shall examine all pay-rolls, bills and other claims and demands against the corporation and shall issue no warrants for payment unless he finds that the claim is in proper form, correctly com-

puted, and duly certified; that it is justly and legally due and payable; that an appropriation has been made therefor which has not been exhausted or that the payment has been otherwise legally authorized; and that there is money in the corporation treasury to make payment. He may require any claimant to make oath as to the validity of a claim. He may investigate any claim, and for such purpose may examine witnesses under oath; and if he finds it is fraudulent, erroneous, or otherwise invalid, shall not issue a warrant therefor.

Section 10. Upon the death, resignation, removal or expiration of the term of any officer of the corporation, other than the Director of Finance, the Director of Finance shall make an audit and investigation of the accounts of such officer, and shall report to the manager and Board of Directors.

As soon as practicable after the close of each fiscal year an annual audit shall be made of all the accounts of all the corporation's officers; and upon the death, resignation, removal or expiration of the term of the Director of Finance, an audit shall be made of his accounts. Such audit shall be made under the provisions of any law for the inspection and audit of corporation accounts; and by qualified public accountants, selected by the Board of Directors, who have no personal interest, direct or indirect, in the financial affairs of the corporation or of any of its officers or employees. The Board of Directors may at any time provide for an examination or audit of the accounts of any officer or department of the corporation.

Section 11. All accounts and the records of every office and department of the corporation shall be open to the members at all reasonable times under reasonable regulations, except records and documents from which might be secured information which might defeat the lawful purpose of the officer or department withholding them from access to the members.

Section 12. No member of the Board of Directors nor any officer or employee of the corporation shall have a financial interest, direct or indirect, in any contract with the corporation, or be financially interested, directly or indirectly, in the sale to the corporation of any land, materials,

AUDIT OF
ACCOUNTSPUBLICITY OF
ACCOUNTSNO PERSON
INTEREST

supplies or services, except on behalf of the corporation as a member of the Board of Directors, officer or employee; no officer or employee of a public utility operating on the Palos Verdes Rancho shall be a member of the Board of Directors. Any willful violation of this section shall constitute malfeasance in office, and any member of the Board of Directors, officer, or employee found guilty thereof, shall thereby forfeit his office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with this corporation, shall render the contract involved voidable by the manager or the Board of Directors.

ARTICLE XIX

BOOKS AND PAPERS

The books and such papers as may be placed on file by vote of the members or Directors shall, at all times in business hours, be subject to the inspection of the Board of Directors or of any member.

ARTICLE XX

CERTIFICATE OF MEMBERSHIP

Certificates of membership shall be of such form and device as the Board of Directors may direct, and each certificate shall be signed by the President and by the Secretary, and express on its face its number, date of issuance, the description of the building sites for which, and the person to whom it is issued, and shall contain a statement that the property rights and interest in the corporation, evidenced by said certificates, shall be appurtenant to the building site therein described, and that the membership, represented by the certificate, shall be transferred only with a building site described in the certificate.

If a certificate shall be lost or destroyed,

the Board of Directors may order a new certificate issued upon such guaranty by the parties claiming the same as the Directors may deem satisfactory.

ARTICLE XXI

TRANSFER OF MEMBERSHIP

Upon satisfactory evidence of such transfer of a building site the membership of the transferor shall be marked "cancelled" on the books of the corporation as to the building site transferred, without requiring a surrender or cancellation of the transferor's certificate of membership and a new certificate of membership may thereupon be issued to such transferee.

If a certificate shall be lost or destroyed, the Board of Directors may order a new certificate issued upon such guaranty by the parties claiming the same as the Directors may deem satisfactory.

ARTICLE XXII

AMENDMENTS

The By-Laws may be repealed or amended or new By-Laws may be adopted at any meeting of the members by a vote representing two-thirds of all the said building sites owned by members, or by the Board of Directors when thereunto authorized at any meeting of the members, by a vote representing two-thirds of all the said building sites, or by the written assent of the record holders of the legal titles to two-thirds of all the said building sites.

ARTICLE XXIII

SEAL

The corporation shall have a common seal, consisting of a circle, having conveniently arranged on said seal the words, "PALOS VERDES HOMES ASSOCIATION, California, Incorporated May, 1923."

WRITTEN ASSENT TO BY-LAWS

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, being the holders of more than two-thirds of the memberships of PALOS VERDES HOMES ASSOCIATION, a corporation under the laws of the State of California, and having its principal place of business in the City of Los Angeles, County of Los Angeles, in said State, hereby assent to the foregoing By-Laws contained on page 1 to page 27, both inclusive, of this "Book of By-Laws," and we hereby adopt the same as and for the By-Laws of said corporation.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 25th day of June, 1923.

(Signed) JAY LAWYER,
JOHN C. LOW,
JAMES FREDERICK DAWSON,
J. H. COVERLEY,
M. V. BOAZ.

CERTIFICATE TO BY-LAWS

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, being and constituting a majority of the Directors, and the Secretary of PALOS VERDES HOMES ASSOCIATION, a corporation under the laws of the State of California, and having its principal place of business in the City of Los Angeles, County of Los Angeles, in said State, do hereby certify and declare that the above and foregoing By-Laws set forth and contained on pages 1 to 27, both inclusive, of this "Book of By-Laws," were duly made and adopted as and for the By-Laws of said corporation, and do now constitute and are the By-Laws thereof.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 25th day of June, 1923.

(Signed) JAY LAWYER,
JOHN C. LOW,
JAMES FREDERICK DAWSON,
J. H. COVERLEY,
M. V. BOAZ.

Attest:
M. V. BOAZ, Secretary.

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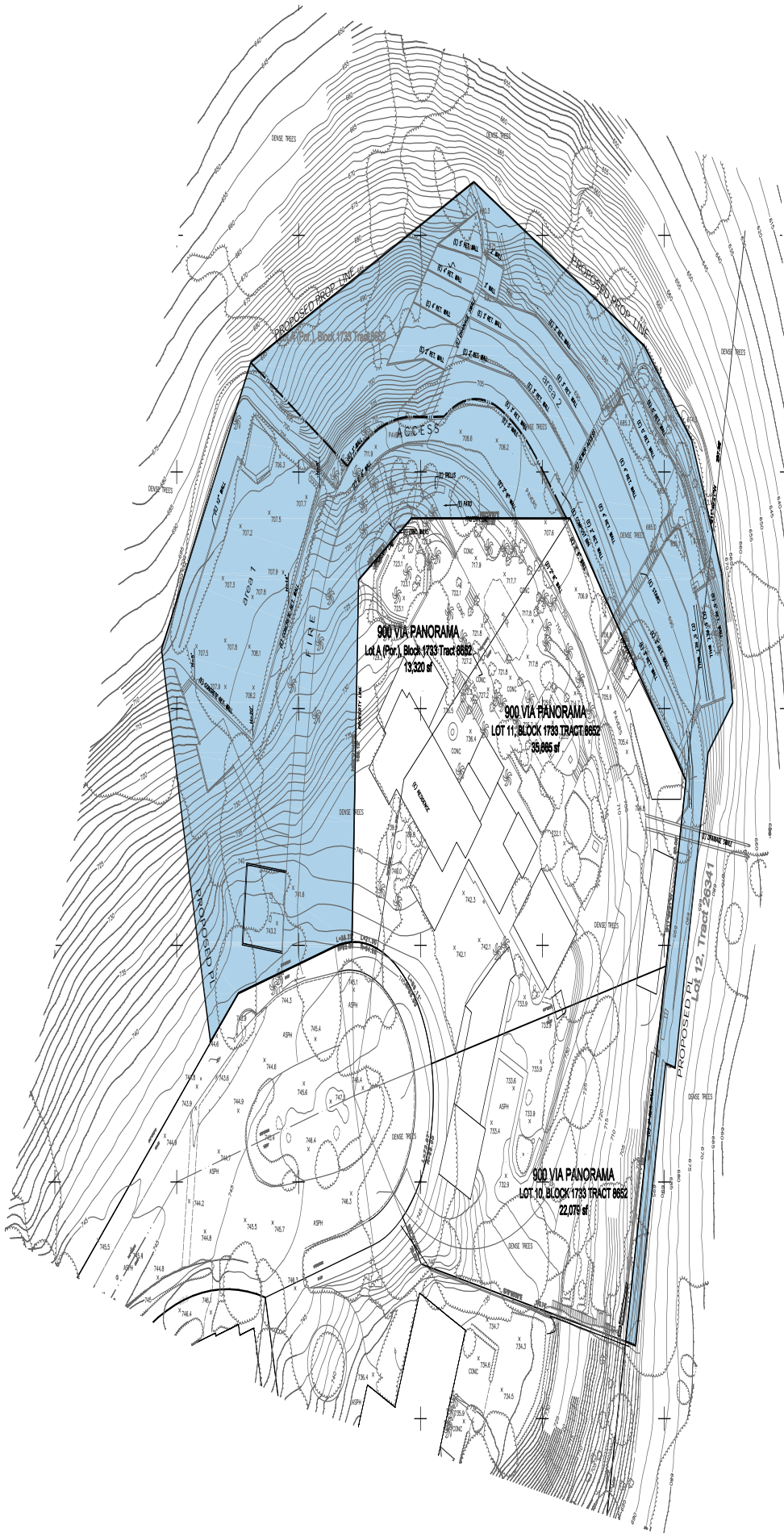
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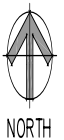
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EXHIBIT 3



AREA INFORMATION

OWNERSHIP AREA: 75,930 sq.ft.



Bolton Engineering Corp.
2001 N. Main Street, Suite 210
San Jose, CA 95131
Phone: (408) 261-1000 Fax: (408) 261-1001



DAVID LUGLIANI
900 Via Panorama
Palos Verdes Estates, CA 90274

OVERALL PLAN
Lot 10, 11, and Por. A, Tract 8652

Date: Oct. 26, 2011
Scale: 1" = 30'
Drawn: MW
Checked: RME
Job No: 11352

Sheet
1

EXHIBIT 4

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Palos Verdes Homes Association
 320 Palos Verdes Drive West
 Palos Verdes Estates, CA 90274

SPACE ABOVE THIS LINE FOR
 RECORDER'S USE

APN: 7545-002-900

DOCUMENTARY TRANSFER TAX

\$.....

Computed on the consideration or value of property
 conveyed; OR

Computed on the consideration or value less liens or
 encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax Firm
 Name

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF PALOS VERDES ESTATES, a municipal corporation, organized and existing under the general laws of the State of California ("Grantor"), hereby remises, releases and forever quitclaims to the PALOS VERDES HOMES ASSOCIATION, a California corporation ("Grantee"), the real property ("Property") in the County of Los Angeles, State of California, described on Exhibit "A" and shown on Exhibit "B," attached hereto and by this reference made a part hereof, together with all tenements and appurtenances thereunto belonging or in anywise appertaining.

THIS DEED IS SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS:

1. Unless expressly provided for herein, Grantee shall not construct any structure on the Property and the Property shall be restricted to open space. Upon obtaining any required permits and approvals from Grantor, Grantee shall be permitted to construct any of the following: a gazebo, sports court, retaining wall, landscaping, barbeque, and/or any other "accessory structure," as defined by Palos Verdes Estates Municipal Code ("PVEMC") Section 18.32.010.D within the area described on Exhibit "C," attached hereto and by this reference made a part hereof, and shown as Area 3 on Exhibit "B." Any such structure shall comply with any and all requirements of Grantor, Grantee, and the Art Jury regarding height, size, orientation, design, and setback. Grantee shall not perform, or allow others to perform, any act on or affecting the Property that is inconsistent with this condition.

2. Within six (6) months of recordation of this Deed, Grantee shall seek and obtain an after-the-fact permit pursuant to PVEMC Section 17.04.110 permitting the existing retaining walls located in the area described on Exhibit "D," attached hereto and by this reference made a part hereof, and shown as Area 1 on Exhibit "B."
3. Grantee shall keep and maintain the Property free of weeds and trash and shall provide landscaping in Area 3 that is compatible with adjoining properties and that is satisfactory to Grantor. Grantee shall be solely responsible for such maintenance.
4. This Deed shall be expressly conditioned on the reservation by Grantee to Grantor of an easement for the use, maintenance, and repair of a fire access road and associated retaining walls and improvements on the Property in the area described on Exhibit "E," attached hereto and by this reference made a part hereof, and shown as "Fire Access" on Exhibit "B."
5. This Deed shall not cause the Property to be merged with any adjacent lot and any such merger shall be prohibited.
6. All terms and conditions in this Deed shall be binding upon Grantee and their successors and assigns. The benefits and burdens described herein are intended to and shall run with the land. Every person or entity who now or hereafter owns or acquires any right, title, or interest in and to any portion of the Property is and shall be conclusively deemed to have consented and agreed to the conditions stated herein, whether or not any reference to this Deed is contained in the instrument by which such party acquired an interest in the Property.
7. Grantee acknowledges and agrees that Grantor would not convey the Property without the conditions being set forth herein. In the event of any violation by Grantee of said conditions, Grantor shall have the right, without posting bond or security, to enjoin such violation, to bring an action for specific performance of declaratory relief in a court of competent jurisdiction, to request that any improvements installed and/or maintained by Grantee on the Property be removed, or bring an action at law for damages. In the event a party brings an action to enforce or seek redress for breach of these conditions, the prevailing party in such action shall be entitled to its costs and reasonable attorneys' fees incurred in trial, on appeal or in petition for review, in addition to other appropriate relief.
8. No breach of the conditions stated herein shall entitle any person or entity to terminate the conditions or any of them, but such limitation shall not affect in any manner any other rights or remedies which any person or entity may have under this Deed by reason of any breach thereof.
9. Grantee, for itself, its successors and assigns, with respect to the Property, acknowledges and agrees to be bound by all of the terms and provisions of this Deed.

10. This Deed may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

IN WITNESS WHEREOF, Grantor has executed this instrument this ____ of May 2012.

GRANTOR:

Dated _____

Mayor George F. Bird, Jr.

ATTEST:

By: _____

Judy Smith, City Clerk

State of California)

)

County of _____)

On _____ before me, _____, a Notary Public in and for said State, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

Agreed and accepted this ____ day of May 2012

GRANTEE:

Palos Verdes Homes Association

By: _____

Palos Verdes Homes Association

By: _____

State of California)

)

County of _____)

On _____ before me, _____, a Notary Public in and for said State, _____ personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

State of California)

)

County of _____)

On _____ before me, _____, a Notary Public in and for said State, _____ personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

EXHIBIT B
PROPERTY MAP

**EXHIBIT C – ACCESSORY STRUCTURES
AREA 3 LEGAL DESCRIPTION**

**EXHIBIT D – RETAINING WALLS
AREA 1 LEGAL DESCRIPTION**

EXHIBIT E
FIRE ACCESS LEGAL DESCRIPTION



MEMORANDUM

Agenda Item #: 6
Meeting Date: 5/8/12

TO: JUDY SMITH, CITY MANAGER

FROM: STACEY KINSELLA, ASSOCIATE PLANNER

SUBJECT: APPEAL OF PLANNING COMMISSION DENIAL OF CDP-88/WT-118-10; COASTAL DEVELOPMENT PERMIT AND WIRELESS TELECOMMUNICATION APPLICATIONS FOR STRUCTURES PROPOSED WITHIN THE CITY RIGHT-OF-WAY ADJACENT TO THE SINGLE FAMILY RESIDENCE LOCATED AT 1105 PALOS VERDES DRIVE WEST. LOT 7, BLOCK 1450, TRACT 7536.

**APPELLANT/
APPLICANT:**

**CABLE ENGINEERING SERVICES/
PRESCOTT COMMUNICATIONS INC.
10640 SEPULVEDA BLVD., STE. 1
MISSION HILLS, CA 91345**

DATE: MAY 8, 2012

The Issue

Should the City Council confirm the Planning Commission's decision to deny Coastal Development Permit and Wireless Telecommunication Applications for structures proposed within the City right-of-way adjacent to the single family residence located at 1105 Palos Verdes Drive West?

Background and Analysis

The application proposes a new 38.5 ft. high single pole cell site approximately 5 ft. from the edge of pavement. The pole diameter is proposed to be 9.6 inches. The site includes a 122 sq. ft. underground vault, approximately 17 ft. wide by 7 ft. deep. There will also be two 3.5 ft. high ventilation stacks and one 4.5 ft. high meter pedestal. Total grading proposed at the site is 172 cu. yds. with a depth of 16.5 ft. for the vault. There is a mock-up currently built at the site representing this proposal.

Site Description

Palos Verdes Drive West is a major thoroughfare that begins towards the northern side of the City and stretches the entire length of the western coastline towards Rancho Palos Verdes. The utilities within the City are undergrounded where possible, including in the area immediately adjacent to the proposed site, making for a visually rural residential neighborhood. The subject site is specifically located within Bluff Cove along Palos Verdes Drive West. There is a particularly wide right-of-way separating the odd-numbered residences and the even-numbered residences. There is a street median within the right-of-way that is heavily landscaped, adding to the rural character of this neighborhood. The even-numbered residences are located at a higher elevation behind the planted street median. This portion of the street is considered the upper barrel of Palos Verdes Drive West. Due to the higher elevation, the residences along the upper barrel enjoy views of both the urban forest and the ocean. There are no existing tall poles within this immediate area. Below is a map showing the site location.



Approximate Location of
Proposed Wireless Facility

Due to the topography and the scenic views it affords, much care is given to the development along this street. Development is situated to take advantage of the views and minimize visual obstructions.

History

Applications for this site were submitted to the City on July 6, 2010. The City Wireless Consultant, Jonathan Kramer, reviewed the project in May 2011. Mr. Kramer notes that the proposal is “far from the least intrusive means” to address any gaps in coverage. His memo suggests various alternatives to obtaining coverage in this area. The applicant provided a reply to Mr. Kramer’s comments on July 13, 2011 and those comments were forwarded to the consultant. Mr. Kramer upheld his previous conclusions as outlined in his memo dated July 27, 2011. Mr. Kramer’s reports as well as the applicant’s responses are included in Attachment B.

The Planning Commission reviewed the project on February 21, 2012. Concerns were raised regarding the height of the pole, the potential damage to the existing Aleppo Pine Tree adjacent to the site, the view impacts, and the compatibility with the surrounding neighborhood. It was discussed that the applicant needs to explore more viable, innovative options for providing additional coverage in this area. One commissioner specifically noted the need for more information regarding the existing quality of service in the area. The Planning Commission ultimately voted (3-0, Chang and Thomas absent) to deny the project.

On March 20, 2012, the Planning Commission voted (5-0) to approve Resolution No. 2012-0482 confirming the decision to deny the application. After denial by the Planning Commission, staff suggested other alternate sites which may be less impactful on the community, all of which the applicant rejected for reasons stated in the appeal.

Appeal

The Planning Commission’s denial has been appealed by the applicant. The appeal purports that the Planning Commission denied the project based upon “erroneous conclusions”. The appellant notes that there is a significant gap in coverage and alternatives were explored but it was found that those alternative designs cannot support the level of coverage necessary in this area. It is noted that the current design not only will meet the coverage needs, but will also be accomplished in such a way that the existing tree adjacent to the site will not be harmed.

Please note that Planning Department staff does not provide recommendations for the placement of wireless facilities. Staff merely guides applicants in the planning process and provides documents for review that reflect recent Planning Commission approvals. In this way, the applicant is aware of locations and designs that have been deemed acceptable for the community.

Applicable regulation and policies

This application is subject to the City’s wireless telecommunication ordinance. The wireless telecommunication ordinance requires the applicant to construct mock-ups of all proposed

structures, at the proposed location. The Planning Department reviews the applications and determines whether to approve the project, deny the project, or forward the application to the Planning Commission for decision. In this case, it was deemed appropriate to forward the application to the Planning Commission for review. Notices were then mailed to all property owners within 300 ft., providing 10 days to comment on the project.

The City has consistently imposed stringent regulations on improvements within the City right-of-way. All above-ground structures within the City right-of-way require review and approval from the Planning Commission, prior to installation. Examples of above-ground structures in the City right-of-way include pilasters, walls, and equipment enclosures for various utility companies. The Planning Commission rarely permits the installation of new above-ground structures within the City right-of-way, and routinely requires the removal of existing above-ground structures. Similarly, vegetation within the City right-of-way is also strictly regulated. Parklands Committee approval is required for removing or planting trees within the public right-of-way. New trees are required to be of the designated street tree species, and deviations from street tree designations are rarely approved. Although these regulations may seem extensive, they have served to preserve the open, pastoral ambiance within the City, protecting the natural beauty that is unique to Palos Verdes Estates.

The municipal code includes several design standards which should be considered in connection with a wireless telecommunication project, including (1) locating facilities at the same site as an existing facility, if feasible, (2) ensuring appropriate setbacks, (3) designing the facilities to be as visually unobtrusive as possible, (4) locating the base station and all wires and cables underground, if feasible, (5) providing screening or innovative design to minimize visibility, (6) installing landscaping, and (7) limiting the height of the antenna to the maximum height limit in the underlying zone.

Findings Required to Approve

PVEMC Section 18.55 states that a permit for a wireless facility may be denied “if the application is incomplete, the project does not adequately mitigate the facility’s adverse impact on the health, safety or welfare of the community, including, but not limited to, adverse aesthetic impacts arising from the proposed time, place, and manner of use of the public property.”

Alternatives Available to Council

The following alternatives are available to the City Council:

1. Confirm the Planning Commission’s decision to deny Coastal Development Permit and Wireless Telecommunication Applications for structures proposed within the City right-of-way adjacent to the single family residence located at 1105 Palos Verdes Drive West.

2. Overturn the Planning Commission's decision and approve Coastal Development Permit and Wireless Telecommunication Applications for structures proposed within the City right-of-way adjacent to the single family residence located at 1105 Palos Verdes Drive West as proposed.
3. Overturn the Planning Commission's decision and approve Coastal Development Permit and Wireless Telecommunication Applications for structures proposed within the City right-of-way adjacent to the single family residence located at 1105 Palos Verdes Drive West, with modifications.

Once a decision is made by the City Council, a final Resolution will be prepared and presented at the following meeting to confirm the City Council's decision.

Recommendation from Staff

It is recommended that the City Council open the public hearing, receive public input, close the public hearing, and make a decision on the appeal.

Attachments:

- A: Appeal Documents
- B: Planning Commission Staff Report – February 21, 2012
- C: Planning Commission Staff Report & Resolution No. 2011-0404 – March 20, 2012
- D: Planning Commission Minutes – February 21, 2012 & March 20, 2012
- E: Letters of Correspondence



MEMORANDUM

Agenda Item #: 7
 Meeting Date: 5/8/12

TO: JUDY SMITH, CITY MANAGER

FROM: ALLAN RIGG, PUBLIC WORKS DIRECTOR

SUBJECT: PC-339-12; APPLICATION TO REMOVE 1 SILVER DOLLAR EUCALYPTUS TREE LOCATED IN THE CITY PATHWAY BETWEEN 1824 AND 1900 VIA ESTUDILLO

APPLICANT: CHRISTINE MCNAMARA
 1228 VIA CORONEL
 PALOS VERDES ESTATES, CA. 90274

DATE: MAY 8, 2012

Background

On February 13, 2012, the Parklands Committee reviewed an application to remove one Silver Dollar Eucalyptus located in the pathway between 1824 and 1900 Via Estudillo. There were significant concerns expressed by the residents of Via Estudillo in opposition to the removal of the tree. After discussion amongst the Committee Members, the recommended action was to deny the application (3-1, Shaffer dissenting, Peterson recused).

At the City Council meeting of February 28, 2012, this item was removed from the Consent Agenda at the request of the applicant. The Council directed that the staff bring back the item at their meeting of March 13, 2012. The item was then reviewed by the City Council on March 13, 2012. The Council (4-1, Perkins dissenting) overturned the recommendation of the Parklands Committee and approved the removal of the subject tree.

After the March 13, 2012 meeting, staff heard concerns that residents were not aware of the meeting of the City Council and that the matter was being considered. Please note that the fact that the City Council would take final action was both provided for on the written agenda of the Parklands Committee and was verbalized by the Chair of the Committee at the Parklands Committee meeting. However, it was decided that the matter should be additionally noticed and reviewed again by the City Council to make sure that all testimony could be taken and the best decision could be made.

Available Alternatives

1. Deny the removal of 1 Silver Dollar Eucalyptus tree located in the pathway between 1824 and 1900 Via Estudillo.
2. Approve the removal of 1 Silver Dollar Eucalyptus tree located in the pathway between 1824 and 1900 Via Estudillo according to the 'Standard Conditions For Tree Removal Approvals'. Require one tree to be planted.
3. Approve structural modifications such as topping to the Silver Dollar Eucalyptus tree located in the pathway between 1824 and 1900 Via Estudillo.

Recommendation

This is a matter of City Council discretion.

Attachments:

- A: Staff report from March 13, 2012 City Council meeting
- B: Minutes from March 13, 2012 City Council meeting



MEMORANDUM

Agenda Item #: 11
Meeting Date: 3/13/12

TO: JUDY SMITH, CITY MANAGER

FROM: ALLAN RIGG, PUBLIC WORKS DIRECTOR

SUBJECT: PC-339-12; APPLICATION TO REMOVE 1 SILVER DOLLAR EUCALYPTUS TREE LOCATED IN THE CITY PATHWAY BETWEEN 1824 AND 1900 VIA ESTUDILLO

APPLICANT: CHRISTINE MCNAMARA
1228 VIA CORONEL
PALOS VERDES ESTATES, CA. 90274

DATE: MARCH 13, 2012

Background

On February 13, 2012, the Parklands Committee reviewed an application to remove one Silver Dollar Eucalyptus located in the pathway between 1824 and 1900 Via Estudillo. There were significant concerns expressed by the residents of Via Estudillo in opposition to the removal of the tree. After discussion amongst the Committee Members, the application was denied (3-1, Shaffer dissenting, Peterson recused).

At the City Council meeting of February 28, 2012, this item was removed from the Consent Agenda at the request of the applicant. The Council directed that the staff bring back the item at their meeting of March 13, 2012.

Draft minutes of the Parklands Committee's review of the application are attached as is the original staff report to the Committee.

Available Alternatives

1. Deny the removal of 1 Silver Dollar Eucalyptus tree located in the pathway between 1824 and 1900 Via Estudillo.

2. Approve the removal of 1 Silver Dollar Eucalyptus tree located in the pathway between 1824 and 1900 Via Estudillo according to the 'Standard Conditions For Tree Removal Approvals'. Require one tree to be planted.
3. Approve structural modifications such as topping to the Silver Dollar Eucalyptus tree located in the pathway between 1824 and 1900 Via Estudillo.

Recommendation

Staff recommends the City Council concur with the Parklands Committee's recommendation and deny PC-339-12.

Parklands Committee Meeting**February 13, 2012, 7:30 p.m., Draft Minutes as it pertains to the following item:***Per Action Memo, all members were present.***PC-339-12; APPLICATION TO REMOVE 1 SILVER DOLLAR EUCALYPTUS TREE LOCATED IN THE CITY PATHWAY BETWEEN 1824 AND 1900 VIA ESTUDILLO**

**Applicant: Christine McNamara
1228 Via Coronel
Palos Verdes Estates, CA 90274**

Chair Peterson recused himself from consideration of this application, and turned the gavel over to Vice-Chair Shaffer.

City Forester Moritz reported that the request is for removal of a silver dollar eucalyptus tree for view improvement. He noted three pine trees were also requested for removal; however, these were determined to be privately owned and not within the committee's purview. The eucalyptus tree within the application is safe and healthy and was trimmed a little less than 2 years ago. He stated the designated street tree for that location is the coppertone loquat, which grows to ~20 ft.

A member asked the dimensions of the eucalyptus tree. Forester Moritz responded that it is 45 ft. tall and 35 ft. wide, and confirmed that the loquat is normally a smaller tree, but can grow to be 25 ft. wide.

A committee member confirmed with Forester Moritz that the eucalyptus trees are trimmed every two and a half years. Director Rigg clarified the type of trimming that occurs does not include lacing, or to make it any more see through, but trimmed for the safety of the tree.

Applicant Christine McNamara, 1228 Via Coronel, described a photo which displayed the view from her living room and den. She said when they bought their home 24 years ago, they had a complete ocean view, and that [eucalyptus] tree did not extend above the roof line. Over the years, she said they asked that it be trimmed or laced; very little has been done, although it has been laced a little bit. She said they now need it to be brought down to the roof line of the house next to the tree, immediately to the west of their home. She said the City Forester indicated that could not be done for the health and safety of the tree. She said they would like to have it removed and would be happy to replace it with the street tree. She said when the tree has been laced, it grows back in almost immediately, and it continues to get larger and more immense and it blocks 40-50% of their view, which is pretty substantial. She didn't feel that lacing or trimming would accomplish [view restoral] because it grows back very quickly. She concluded they would like it to be trimmed to the roof line, or they would be happy to replace it.

Vice-Chair Shaffer said there are existing bushes and shrubbery that seem to cause view blockage. Ms. McNamara said the shrubs on her property have been trimmed; they were lowered 6-8 ft., and this is done every 1-2 years.

The following residents spoke:

Mark Krietzman, 1904 Via Estudillo, said he does not support destruction of a healthy tree and it provides valuable shade. He noted there are other trees that extend above the roofline to the west; if the eucalyptus tree is laced something else would block the view.

Gary Tossell, 1908 Via Estudillo, said he supported lacing or trimming trees for view enhancement, but he did not support removal or destruction of healthy trees, and opined the subject tree is probably one of the healthiest on the entire street.

Dwight Abbott, 1825 Via Estudillo, said the subject tree is directly across the street from his home. If removal is approved, he did not support replacement with the designated street tree but rather a deposit to the tree bank. He said his neighbors have homes facing the ocean; in many cases, if the tree is removed, they would potentially be looking at the green mass of a smaller tree blocking the view that they now have because they are looking under the eucalyptus tree. He stated he did not support trading potential blocking views on Via Estudillo for view relief on Via Coronel; it is not a fair trade. He suggested there are alternatives to the designated street tree.

Vice-Chair Shaffer asked Mr. Abbott if the neighborhood has gotten together to discuss suggestions for other street trees. Mr. Abbott said the neighborhood as a whole has not met, but neighbors present have spoken. He opined a single species designation is not important to their street because there has been much private landscape development with variety of green, and there will never be enough designated street trees planted that will define the street, such as pepper trees on Valmonte.

Yu-Hsin Chen, 1904 Via Estudillo, supported Mr. Abbott's comments and thought a loquat tree would be appear out of place, odd and awkward, and are hard to maintain.

Ted Liang, 1900 Via Estudillo, the tree is very majestic and did not support chopping it down to provide a view. If removed, he preferred no new tree to replace it.

Maria Liang, 1900 Via Estudillo, said they have lost almost all their views because of tree, but did not support chopping down the tree; it doesn't look like the whole ocean view is affected, although she supported better trimming. If removed, she did not support the loquat as a choice to replace it.

A committee member asked Mrs. Liang if the subject tree provides any benefits to her home, such as shade. She responded that it does not provide shade to her property, just branches and leaves.

Sherrie Tossell, 1908 Via Estudillo, said the trees provide a majesty to the neighborhood and it would be a terrible mistake to take them down, as would replacement with a loquat tree. She said a street tree does give character to a street and it is important to have. The eucalyptus is brittle and she would like to see them well trimmed and laced.

A member confirmed with the City Forester that the eucalyptus could be trimmed on an annual basis, to a smaller degree to keep it healthy; however, the tree trimming budget would not support annual trimming of all eucalyptus trees. Because this tree is in better shape than those on PV Drive North and on the boundary strip, for instance, it would probably get less attention. Twelve years ago, Council approved trimming of eucalyptus on a 2.5 year cycle, and they try to focus on trees that have serious safety issues, consider advanced age, and other issues. They do become brittle as they grow old.

Member Rubincam asked the forester if the tree is laced or trimmed by 25%, would it improve the applicant's view. Forester Moritz said 25% is minimal per standards to maintain health, but it would not be for view trimming. He opined the heavier the trimming, the harder it is on the tree, which responds by creating more foliage, thus the trimming benefits are short-lived. Mr. Rubincam asked about the commentary regarding the loquat tree. The forester responded that this variety has minimal fruit; it's more ornamental. The criteria for the street tree were that the species would not grow beyond the roof ridge height; they are not locked into the loquat, they'd be happy to designate another tree that meets these criteria.

Forester Moritz confirmed there are other eucalyptuses on this street, but this is one of the nicer ones and agreed it's majestic; it has nice structure and does not cause concern when they consider maintenance.

Member Schoenheider said all the trees in the City make Palos Verdes Estates a wonderful place to live and she lives amongst many eucalyptus trees; they are majestic and this tree is gorgeous. She supported the Via Estudillo neighbors' comments, and they don't want their street to become nothing without these beautiful trees on it. She noted that the applicant doesn't have a complete ocean view caused by the rooftops on the lower street. She supported trimming and lacing the tree, but not removal.

Vice-Chair Shaffer said she walked through the primary living areas and patio of the applicant's home and, and felt the tree blocked about 40% of the view. This was unlike the higher eucalyptus tree they reviewed a month or two ago which was thinner, not as healthy, and had less density. This tree has a large crown area and didn't think trimming and thinning would achieve view restoral for the applicant, and it would grow back quickly. If it was lower, trimming might restore some view. The difficulty is that there are certain areas of the City that referred to as tree areas; they are primarily without views. But many Lunada Bay homeowners purchased their homes with views and have seen them disappear; it is an emotional issue. Although the trees are majestic, so are these views. She opined this is a view issue, primarily in Lunada Bay, and she was in favor of replacing [the tree] in this particular case. She had to decide for the view or the tree; the view is also majestic. She favored approval of the application.

Member Rubincam disagreed; he didn't think the tree blocks 40% of the horizon view, and agreed with the neighbors. He said the tree trumps the view in this case and he did not support approval.

Member Chooljian visited the property and observed the view from different rooms. Although sympathetic to the owners, the view is not a complete panoramic view because of that tree (and

possibly another one further down and to the south) so she considered the view restoration issue from an applicant from the street above, and the comments of the 7 speakers who live on that street. Since the tree is healthy, not diseased, and has not caused harm to anyone to necessitate its removal for view restoration, she did not support approval. Before moving for denial, she asked about including a modification calling for more frequent trimming.

Director Rigg said this would be against the tree trimming policy; if the applicant wants to, they can lace, not trim, the tree with an over-the-counter permit.

On motion of Member Chooljian, seconded by Member Rubincam, the application was denied by majority oral vote; Shaffer dissenting; Peterson recused.

Items Presented to the Parklands Committee



MEMORANDUM

Agenda Item #: 1

Meeting Date: 2/13/12

TO: MEMBERS OF THE PARKLANDS COMMITTEE

FROM: CARL MORITZ, CITY FORESTER

SUBJECT: PC-339-12; APPLICATION TO REMOVE 1 SILVER DOLLAR EUCALYPTUS TREE LOCATED IN THE CITY PATHWAY BETWEEN 1824 AND 1900 VIA ESTUDILLO

APPLICANT: CHRISTINE MCNAMARA
1228 VIA CORONEL
PALOS VERDES ESTATES, CA. 90274

DATE: FEBRUARY 13, 2012

Background

This application requests approval to remove one Silver Dollar Eucalyptus (*Eucalyptus polyanthemous*), located in the pathway between 1824 and 1900 Via Estudillo. The applicant indicates the reason for the application is to improve the view. The applicant also requested three pine trees to be included in the application but after confirming the locations of the pine trees at 909 Via Coronel, it was determined that the pine trees are privately owned and not within the Parklands Committee's review.

Discussion

In 2010, I meet with Mrs. McNamara to look at the trees in her view. The meeting was general in nature but was primarily intended to attempt to determine what was public and what was private. In that meeting, I identified the trees that were public that I could identify as seen from standing on Mrs. McNamara's balcony. Other trees, like the pines at 909 Via Coronel, I indicated I could not confirm without permission to access private property due to the inaccessible location. I indicated that the city could still work on the trees at 909 Via Coronel if the trees affected the safety of the street but the work would be restricted to only what was necessary to maintain street safety and view trimming was not within my authority. I also indicated that the trimming the city performs on the city trees is intended to maintain the safety, health and beauty of the trees on the street and not intended to maintain views.

In August of 2010, Paul and Christine McNamara submitted an application that requested maintenance on 8 trees that they indicated they measured and confirmed were public

Actions taken by this Committee are advisory. The City Council will take action on all appropriate items on Tuesday, February 28, 2012.

trees. The application requested the eight trees be trimmed to restore and maintain the ocean view from the rear of their home. I called Mrs. McNamara to ask for clear direction and some specifics amounts to determine what the Parklands Committee would be considering beyond a normal 'Lace and Trim' as the application indicated. The application was written as a request for the city to trim the trees as the regular schedule allows to restore and maintain the ocean and sunset views from the rear of their home and no additional information was provide from the applicant. Without the additional information from the applicant to understand the application, the application was not given a number or processed with the Parklands Committee but at the direction of the Public Works Director, the public pine trees in the request and all other curb side pines on Via Coronel were trimmed shortly thereafter. The one pine tree at 909 Via Coronel labeled number 7 in this request received maintenance but only to remove a large branch that grew over the traffic lane. A copy of this unprocessed application is included with this staff report.

The present application does not include the same trees except for the two pines labeled #7 and #8. These two pine trees are private and not within the city's authority to review for view issues. Unfortunately, a discrepancy exists between what the applicant indicated they measured and confirmed and what I measured and confirmed. In these cases, the Parklands Committee application recommends that if a property line cannot be clearly established, the applicant provides a survey that clearly shows the tree locations in question. At this time, a survey from the applicant has not been provided and precludes discussion concerning the pine trees at 909 Via Coronel. The applicant can request this application be continued and reviewed later to enable the applicants time to have a survey performed.

The Eucalyptus tree in the application is safe and healthy. It was trimmed a little less than 2 years ago. In the picture submitted, a predominance of the tree appears above the roofline of 1824 Via Estudillo. Viewing the tree from the street, the tree does not appear excessively dense but is not see thru from the applicant's balcony. The applicant has indicated a dotted blue line across the Eucalyptus. This usually indicates topping but the applicant is requesting approval to remove the tree. Topping the tree at the blue dotted line would not be an appropriate action.

In a previous application, November 2011, PC-336-11, another applicant requested removal of the Silver Dollar Eucalyptus adjacent to 1909 Via Estudillo. The Committee did not approve the application for removal but did approve this application with modification. The applicant was allowed to thin the density of the tree on an annual basis and was not approved to remove the tree.

The 'Designated Street Tree' is the Coppertone Loquat. This tree attains a height of 20 feet with a slightly wider spread.

Actions taken by this Committee are advisory. The City Council will take action on all appropriate items on Tuesday, February 28, 2012.

Available Alternatives

1. Approve PC-339-12; Approve the removal of 1 Silver Dollar Eucalyptus tree located in the pathway between 1824 and 1900 Via Estudillo according to the 'Standard Conditions For Tree Removal Approvals'. Require one tree to be planted.
2. Approve PC-339-12 with modification.
3. Deny PC-339-12.

Recommendation

This is a matter of Committee discretion.



CITY OF PALOS VERDES ESTATES
STANDARD CONDITIONS FOR TREE REMOVAL APPROVALS

The following conditions are for applications approved for the removal of public trees by private individuals.

1. All requirements of any law, ordinance, or regulation of the State of California, City of Palos Verdes Estates, and any other governmental entity shall be complied with.
2. This approval is subject to the applicant paying all fees and assessments to the City of Palos Verdes Estates as conditioned by the City.
3. The applicant shall defend, indemnify, and hold harmless the City and its officers, agents, and employees from any claim, action or proceeding against the City or its officers, agents or employees to attach, set aside, void, or annul approval of this application. The City shall promptly notify the applicant of any such claim, action, or proceeding and shall cooperate fully in the defense.
4. When required, all new trees shall be planted in a location specified by the City Forester or his/her representative.
5. When a new tree is planted, the applicant is responsible for maintaining the tree for one year from the date of planting. If the tree is in poor health or dies, it shall be replaced with a new tree, and the maintenance period begins again and this process shall continue until the tree is healthy at the end of a one year period.
6. The applicant is responsible for all costs of stump grinding as required by the City Forester or his/her representative.
7. When the planting of a new tree is required, the applicant shall post a \$1,000 deposit for each tree approved for removal prior to a permit to do such work is issued. This deposit is refundable for any replacement tree after the tree has been planted and has passed the one-year maintenance period and has been found to be healthy and vigorous by the City Forester.
8. The approval for removal is valid for one year from the date of the City Council approval.

CITY OF PALOS VERDES ESTATES PARKLANDS COMMITTEE APPLICATION

Date Received: 1/30/12 Receipt# 15416 Fee \$ 16.25

Parklands Committee Application# PC- 337-12

Address of project ① BETWEEN 1906 & 1824 VIA ESTUDILLO
②③④ BETWEEN 909 & 907 VIA CORONEL

Applicant/Contact Name CHRISTINE MCNAMARA

Applicant Phone # 310 292-7397 Applicant Fax# 310 373-7116

Applicant Mailing Address 1228 VIA CORONEL

Applicant E-mail CVMCNAMEA@aol.com

Proposed project: TRIM AND REDUCE TO RESTORE AND MAINTAIN
OUR OCEAN VIEW

Submittal Requirements

1. Completed application form.
2. Letter explaining reason for application.
3. Plans/pictures, if needed to determine the applicable tree(s).
4. Fee.
5. One applicant/contact person only, is allowed per application.

Submittal Recommendations

1. The number of trees should be less than ten (10).
2. In the event the property lines cannot be clearly established, it is recommended the applicant provide a legal survey to verify the location of each tree in question.
3. It is recommended that the applicant attempt to communicate with the residents affected or adjacent to the proposed work. Submit any responses from neighborhood to provide a consensus before the application is heard by the Committee.

Paul and Christine McNamara
1228 Via Coronel
Palos Verdes Estates, CA 90274
310.292.7397 (M-preferred) (Christine)
310.375.1532 (H-no voice mail)

City of Palos Verdes Estates
 340 Palos Verdes Dr. West
 Palos Verdes Estates, CA 90274

RE: Parklands Committee Application – Request to restore and maintain our ocean and sunset views

January 30, 2012

Dear Parklands Committee:

Our request has two parts. The first is to remove the Eucalyptus City tree located at the curb between 1824 and 1900 Via Estudillo. This tree is in the parkland immediately adjacent to and to the west of our property. Although this Eucalyptus occasionally has been laced, the tree quickly grows back, remains overbearing, and completely blocks a section of our ocean and sunset views.

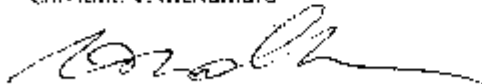
Second, we request substantial maintenance on three City pine trees located on Via Coronel between 909 Via Coronel and 907 Via Coronel, across from the cross-country track. The requested maintenance will reduce and maintain the trees' height to slightly below the roof-line of 1900 Via Estudillo, the property adjacent and immediately to the west of our home and between our home and the three pine trees. Alternatively, if these three pine trees cannot be reduced so as to maintain our views, then we request that they be removed. On August 23, 2010, I filed an application requesting that 8 city trees be laced and trimmed so as to restore and maintain our views. (Two of the three trees mentioned in our current application, #s7 and 8, were also mentioned in that application.) On August 27, 2010, Carl called and spoke with my husband to say that he would look into the matter and get back to us. We have not heard back from him and we have not seen any improvement in these trees as a result of our earlier efforts.

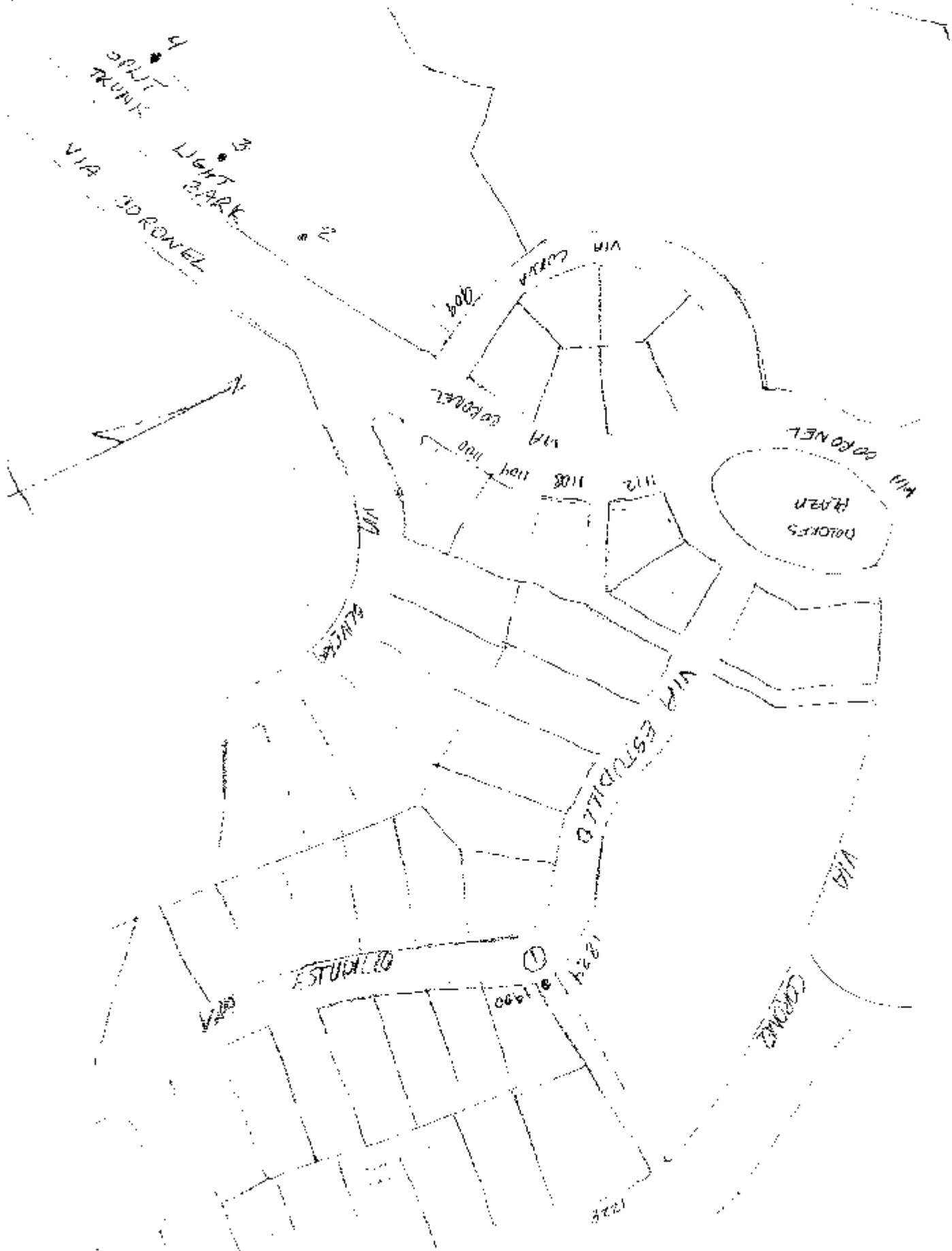
We purchased our home nearly 24 years ago. The beautiful ocean and sunset views from the rear of our home was a key factor in our decision. As I'm sure you are aware, we paid a significantly higher price for our property because of these views. Over the years, the growth of these, and other, trees have encroached on our views. We have met with and addressed our view issues with the City Forester on several occasions, yet we continue to lose some of those views because of tree growth because these trees have not been trimmed or reduced. We ask the Committee to address the trees mentioned above so as to restore our ocean and sunset views on a more permanent basis. Of course, we appreciate the bucolic ambiance created by the many lovely trees in Palos Verdes Estates; we also feel that residents and nature can mutually coexist and that our request is reasonable.

We have measured and confirmed (using established City standards for each address) that all four trees are located in the recorded City right-of-way.

We appreciate your consideration and support,

Christine V. McNamara







CITY OF

Palms Trees & Sun

APPLICATION FOR PARKLAND COMMITTEE APPROVAL

 Date Received 8-24-10 Receipt No. 14713 Fee \$ 162.50

Parklands Committee Application Number PC-

 Address of Project PLEASE SEE ATTACHED TREE SCHEDULE

 Lot ✓ Block ✓ Tract ✓

 Owner Name PAUL + CHRISTINE McNAMARA

 Owner Address 1228 VIA CORONEL

 Home Phone 910 375-1532 Work 910 212-7397 Fax #

 Proposed Project LACE AND TRIM - PLEASE SEE ATTACHED LETTER FOR COMPLETE DETAILS.

SUBMITTAL REQUIREMENTS

1. Complete application form
2. Letter explaining reason for application
3. Maps
4. Fee
5. One applicant per application

SUBMITTAL RECOMMENDATIONS

1. The number of trees should be less than ten.
2. In the event the property lines can not be clearly established, it is recommended the applicant provide a legal survey to verify the location of each tree in question.
3. It is recommended the applicant attempt to communicate with the residents of the affected properties and submit those responses with the application. The purpose of this is to address local issues and build neighborhood consensus before the application is heard before the Committee.

Date of revision 5/24/00

Paul and Christine McNamara
1228 Via Coronel
Palos Verdes Estates, CA 90274
310.375.1532 (H)
310.292.7397 (M) (Christine);
cymcnamara@pobox.com

City of Palos Verdes Estates
340 Palos Verdes Dr. West
Palos Verdes Estates, CA 90274

RE: Application for Parkland Committee Approval

August 23, 2010

To Whom it May Concern:

We are requesting maintenance on 8 city trees. The reason for this request is to restore and maintain the ocean view from the rear of our home.

Over 22 years ago, we purchased our home. The beautiful ocean and sunset views from the patio and rear facing windows was a key factor in our decision.

Over the years, we have met with and addressed this issue with the City Forester, yet we continue to lose some of those views because of tree growth. We therefore request that the trees outlined in our application be trimmed or laced to maintain and restore our ocean and sunset views. Although we understand that the City performs periodic tree maintenance, it appears that at least some of the trees that are the subject of our application have not been maintained for some time.

We have measured and confirmed (using established City standards for each address) that these 8 trees are located in the recorded City right-of-way.

Of course, we appreciate the bucolic ambiance created by the many lovely trees in Palos Verdes Estates; we also feel that residents and nature can mutually coexist and that our request is reasonable.

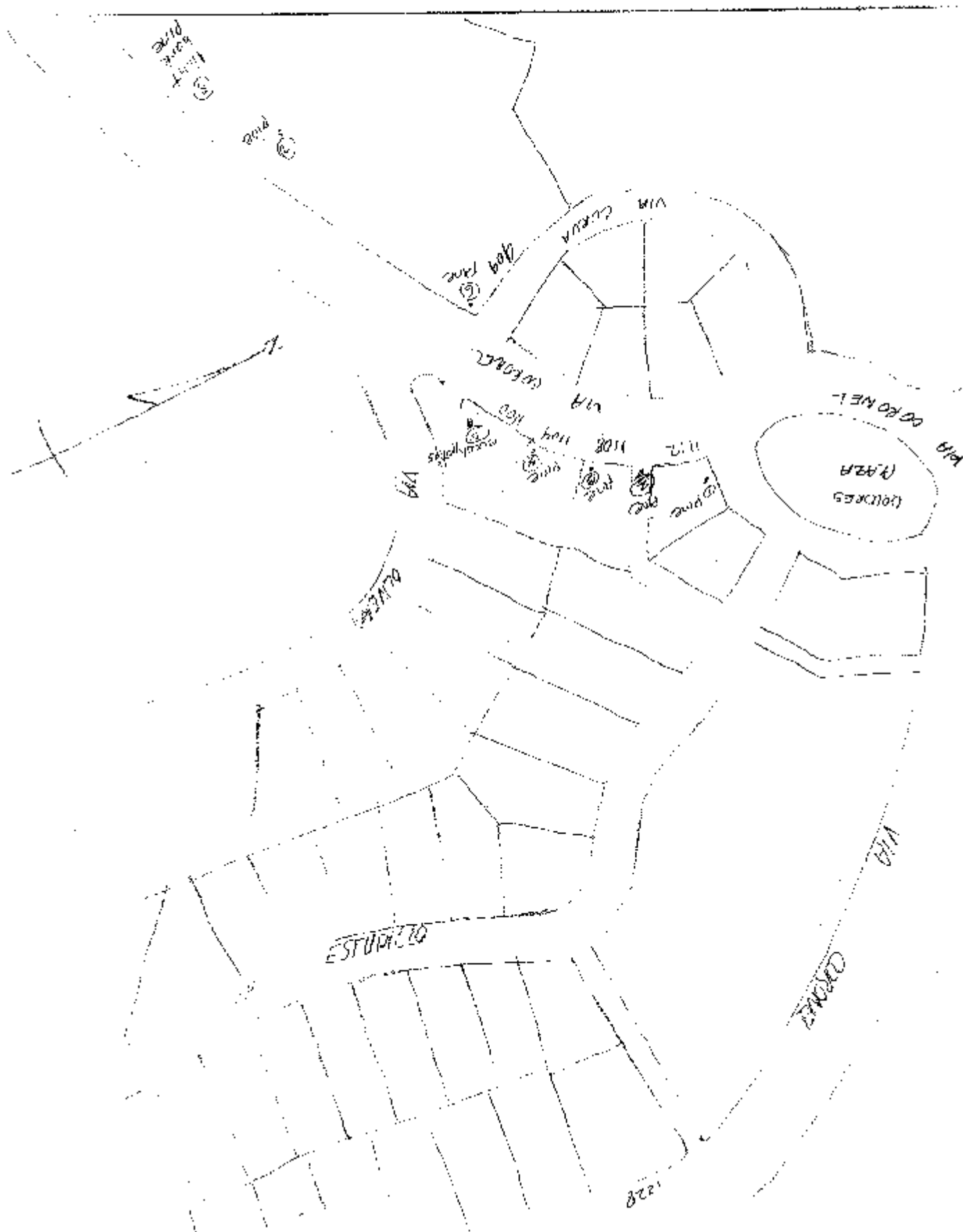
We appreciate your consideration and support.



Christine V. McNamara

Tree Schedule

Address	Lot-Block-Tract	Type of Tree
near the curb at 1112 Via Coronel	2-1391-6889	2 pines
near the curb at 1108 Via Coronel	3-1391-6889	pine
near the curb at 1104 Via Coronel	15-1391-6889	pine
near the curb at 1100 Via Coronel	16-1391-6889	eucalyptus
the NW corner of 909 Via Coronel and Via Curva	par. 2 of parcel map 3914	pine
south side of 909 Via Coronel	par. 2 of parcel map 3914	2 pines



Items Received After the Parklands Committee Meeting

Christine V. McNamara
1228 Via Coronel
Palos Verdes Estates, CA 90274
310.292.7397
cvmcnamara@gmail.com



February 22, 2012

By Hand

City of Palos Verdes Estates
340 Palos Verdes Dr. West
Palos Verdes Estates, CA 90274

Attn: City Council

RE: Request to appeal February 13, 2012 Parkland Committee's Decision,
Application PC 339-11

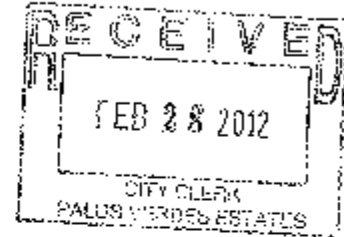
Palos Verdes Estates City Council:

I would like to appeal the decision rendered by the Parkland Committee on February 13, 2012 concerning Application PC 339-11. I am requesting that you pull this from consent, currently slated for the February 28 City Council meeting, so that the substance of which may be discussed further.

Thank you,

A handwritten signature in black ink, appearing to read "Christine V. McNamara".

KBMS Properties, LLC
 1232 Via Coronel
 Palos Verdes Estates, CA 90274
 310-699-7247



February 26, 2012

Palos Verdes Estates City Council
 340 Palos Verdes Drive West
 Palos Verdes Estates, CA 90274

NOT REVIEWED

Re: Agenda Item PC-339-12

Dear City Council:

I reside at 1232 Via Coronel, Palos Verdes Estates and am the neighbor of Mr. and Mrs. McNamara. I would have appeared at this hearing, but a family emergency arose over the weekend and subsequently I am unavailable to attend.

Mrs. McNamara filed an application to remove 1 Silver Dollar Eucalyptus tree in the City pathway between 1824 and 1900 Via Estudillo which was denied by the Parklands Committee. I support Ms. McNamara's application to remove the Eucalyptus tree if the City Council will not allow her to trim the tree on an annual basis and reduce its height over time. It is well known that Palos Verdes Estates ("PVE") implements strict policies restricting the heights of new homes, fences, trellises, and other items that a property owner wishes to build on their property. To the best of my knowledge, PVE does not have a height restriction on its City trees and allows them to grow to heights that in some areas exceed 50 to 60 feet. It is unclear to me what the benefit a 50 foot tree brings to our community verses a healthy smaller tree.

As a PVE resident, it concerns me when trees are being allowed to grow to heights that will affect over time, a majority of residents that have some type of ocean and/or City view. If City trees are allowed to continue to grow and the heights of the trees are not monitored and/or maintained, then property values will be negatively affected and the charm of PVE could be compromised by diminished ocean, coastline, and/or City views.

I appreciate your time and consideration in reviewing my letter.

Very truly yours,

Sara Skousen

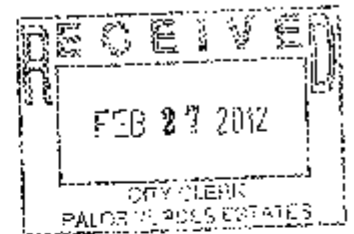


NOT A ...
FEB 28 2012
100-100000
JAMES W. HARRIS



LAW OFFICES OF
CRAIG S. SUNADA

NOT REVIEWED



February 24, 2012

File No. n/a

City Council
340 Palos Verdes Drive West
Palos Verdes Estates, CA 90274

Re: Parkland Committee Application PC 339-11

Dear Honorable Councilmen:

I reside at 1224 Via Coronel. I am writing this letter in support of the appeal by Christine McNamara arising from the Parkland Committee's decision in the above referenced matter. I request that the City substantially trim the eucalyptus tree located between 1824 and 1900 Via Estudillo, as it impairs the ocean and sunset views from my living room and deck.

Please feel free to call with any questions.

Very truly yours,



Craig S. Sunada

CSS:tj

KBMS Properties, LLC
1232 Via Coronel
Palos Verdes Estates, CA 90274
310-699-7247



February 26, 2012

Palos Verdes Estates City Council
340 Palos Verdes Drive West
Palos Verdes Estates, CA 90274

NOT REVIEWED

Re: Agenda Item PC-339-12

Dear City Council:

I reside at 1232 Via Coronel, Palos Verdes Estates and am the neighbor of Mr. and Mrs. McNamara. I would have appeared at this hearing, but a family emergency arose over the weekend and subsequently I am unavailable to attend.

Mrs. McNamara filed an application to remove 1 Silver Dollar Eucalyptus tree in the City pathway between 1824 and 1900 Via Estudillo which was denied by the Parklands Committee. I support Ms. McNamara's application to remove the Eucalyptus tree if the City Council will not allow her to trim the tree on an annual basis and reduce its height over time. It is well known that Palos Verdes Estates ("PVE") implements strict policies restricting the heights of new homes, fences, trellises, and other items that a property owner wishes to build on their property. To the best of my knowledge, PVE does not have a height restriction on its City trees and allows them to grow to heights that in some areas exceed 50 to 60 feet. It is unclear to me what the benefit a 50 foot tree brings to our community verses a healthy smaller tree.

As a PVE resident, it concerns me when trees are being allowed to grow to heights that will affect over time, a majority of residents that have some type of ocean and/or City view. If City trees are allowed to continue to grow and the heights of the trees are not monitored and/or maintained, then property values will be negatively affected and the charm of PVE could be compromised by diminished ocean, coastline, and/or City views.

I appreciate your time and consideration in reviewing my letter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Sara Skousen".

Sara Skousen





EXCERPT OF MINUTES OF REGULAR CITY COUNCIL MEETING OF MARCH 13, 2012, AS IT PERTAINS TO THE FOLLOWING ITEM:

PC-339-12; APPLICATION TO REMOVE 1 SILVER DOLLAR EUCALYPTUS TREE LOCATED IN THE CITY PATHWAY BETWEEN 1824 AND 1900 VIA ESTUDILLO

(Parklands Committee Meeting Item of February 13, 2012)

Applicant: Christine McNamara

Director Rigg said the Parklands Committee reviewed the subject application, discussed removal, and whether or not topping the tree would be an acceptable method to reduce it in height to create significant view enhancement. Via Estudillo residents voiced concerns about the application, and wished to maintain the tree in its current state; the application was denied. At the Council meeting of February 28th, the item was removed from Consent at the request of the applicant. Council continued the item to allow for minutes preparation and review of submitted materials. He said topping to bring the tree down to the ridgeline was of concern to the Parklands Committee because there wouldn't be much tree left.

Mayor Rea asked Director Rigg if the applicant could lace the tree without Parklands Committee approval. Director Rigg said yes, lacing could be done to this tree, but it is a short-lived venture because eucalyptus spring back with water sprouts, similar to what happens when it is topped. A worse situation can result with lacing: it can create a greater view blockage if lacing isn't done often and continual. Lacing is a no-fee over-the-counter permit; structural modifications, such as topping, or removal of trees are under Parklands purview. Policy provides for approval of either removal or a less severe modification of the tree; topping can be considered.

Mayor Rea confirmed their options with staff, which include approving removal of the tree, denying removal of the tree, approving topping, and/or requiring planting of a replacement tree or deposit to the tree bank.

Councilmember Goodhart commented there are different varieties of eucalyptus trees; he's seen lacing in Valmonte which opens the trees up for a couple years before they become dense to require additional lacing. Director Rigg said lacing is an option available to the resident with a no-fee permit.

Councilmember Bird said the forester noted in his report that the tree had been trimmed two years before and asked for details. Director Rigg said he did not have the information and the City Forester was not present.

Director Rigg said the City only trims trees for the safety of the tree and the safety of the public; limbs that could fall or that are crossing or unhealthy for the tree are removed. In general, they do not shape trees or lace them so one can see through them. Lacing is for the beautification of the tree and enjoyment of the neighbors and is solely financed by private individuals -- open to anybody at any time.

Councilmember Humphrey confirmed the street tree for Via Estudillo is the Coppertone (non-fruit bearing) Loquat. She confirmed with staff that street trees replace a non-street tree when it dies, or is removed through the Parklands Committee. There is no program to actively replace

trees with street trees. She said neighbors, per minutes, do not appear to like the loquat. Director Rigg said they could request a different tree designation. She confirmed with Director Rigg that most of the foliage behind this tree is on private property.

Christine McNamara, 1228 Via Coronel, applicant, said the tree greatly impairs their view and it is a view restoration issue, not view enhancement. She said the request is reasonable and consistent with the Parklands Tree Management Policy goals and objectives permitting removal "...when views are becoming unreasonably impaired by trees." She said this is a question of equity and equal protection, not emotion and personal preference, and felt they did not get a fair hearing of all true and relevant facts and that inaccuracies, personal preference, and bias unduly influenced the committee's decision. She said the picture used at the meeting was not representative of their view; it was taken prior to their reduction of their trees on Monday, February 13th. She said she was assured that this was for ID purposes only; however, Committee members pointed to the trees that were reduced and claimed they blocked their view, so why bother with the eucalyptus. She said pictures provided in the packet were taken with a higher quality lens but with no zoom. She said one [Parklands] member cited "majority rules" noting that the policy does not mention this preference. She said two members decided against their application because "we don't have a panoramic view" and this is reverse logic; this precisely why they need their view maintained. The tree does not provide shade and removal or crown reduction does restore the view over lower roof tops and through other trees. Sunset and water can be seen through the tree, which proves the ocean view exists behind it. She said they bought a house with an ocean view and they deserve equal protection. She said neighbors were against removal because the tree appears healthy, noting there is no mention in the policy that trees cannot be removed when it can be proven that they are blocking ocean views. She said trees are pleasant, but so are ocean views and are at least as valuable and should be treated as such. She said if removal is denied, they ask for structural modifications to reduce the crown substantially as per policy "to strike a reasonable balance between the protection and enhancement of mature trees and the preservation of views for each property owner."

Paul McNamara, 1228 Via Coronel, owner, said the issue is whether the Tree Management Policy is followed. He said two provisions cited by Mrs. McNamara were not followed. There is to be a balance between views and trees per the policy; and said the [Parklands Committee] missed the balance, and felt the decision should be overturned or modified. Each household represented at that meeting said they were willing to modify the tree in some way, supporting trimming or lacing, but nothing was done. Quoting from policy, he read "...to consider to the extent reasonably practicable the preservation or enhancement of view corridors to the ocean." He said it is practicable to do this; the 55-60 ft. tree can be removed; it is only that size because it has been neglected for 20-30 years. He said that tree was not above the roofline when they moved in to their house; it has come directly to the expense of their view. He said the City Forester said the criteria for street trees is that it cannot grow above the roofline, and the policy states "3D" states that he could not put in a tree that could impair the view like this; the growth of that tree has come at their expense in terms of their view and it is not fair. He said you had to take a step to restore what is right and what follows the City's tree policy. He said they would plant another tree that would go up to the roofline, or contribute to the tree bank, which is the fair balance.

Councilmember Goodhart said he look at the site on Estudillo and from Via Coronel properties (1220, 1224) adjacent to the applicants, and was torn. He opined trees are part of the view; admittedly if the single tree does block a portion of the ocean view, he could make a case for removing part of the tree. He said there are other trees in the area that stick up, although lower, in the view corridor. He asked for other commentary.

MPT Bird said he believed the dissent has it right; safety trumps convenience when they talk about stop signs. With this issue, he said views trump trees and he favored the removal of this tree. He said they are looking at this one tree before them tonight. They would not approve a tree this high; it blocks a resident's ocean view. He supported staff determining replacement or contributing to the tree bank. He favored removal of this tree, on balance, on this application.

Councilmember Humphrey agreed, but had been on the fence. She walked the areas, and wrestled with the issue that it is a healthy and pretty tree. She said one of the reasons they worked on this policy, was to try to get a balance between trees and views. She said they chose street trees so that they would not impede views or be problematic. Commentary from residents, per minutes, did not indicate this tree was historic or shaded their house or had personal value; the tree would eventually be gone and would be replaced by a street tree. She supported whatever they could to have the applicant's view enhanced.

Councilmember Perkins said she had more of a struggle with this issue because of the time she spent on the Parklands Committee. She sees the balance between the trees that someone experiences on Via Estudillo versus the impairment of the view. She stood on the [applicant's] deck and viewed the tree from their living room to see the impact of that tree. She said it's one thing to consider tree removal when it's front of your view, but it has different character when asking to remove a tree that is part of, and impacts, somebody else's neighborhood and those neighbors come forward to say they do not support removal. When on the Parklands Committee, she said they balanced their consideration that the tree was in the view, and if there were no objections, the tree was gone. But when the neighbors who lived with that tree had objections because they felt it contributed to the ambiance of their street and neighborhood, it was more difficult to balance. She favored leaving the tree, allowing it to be laced or thinned to see how that worked; if in a couple years it does fill in, then it could be reconsidered for removal. This is a healthy tree, and there are other Silver Dollar Eucalyptus trees on that street; it adds character to the street. Yes, that tree is in the view from the deck, but there is also other greenery present.

Mayor Rea also looked at the tree from the various streets; he thanked the McNamara's for inviting him inside their house. He opined they wouldn't approve a tree that would grow this big on this street, if asked, and they wouldn't approve planting a Canary Island Pine; they are trying to get away from trees like this on view properties. This is why we have official street trees—to aim in that direction. Fifty years from now, this tree will not be there, but the houses will; there will be shorter trees in this neighborhood. He agreed it is a balancing process; it is not an easy balance to make because it is a beautiful tree and it is part of the view. But, he opined, it is blocking a significant part of the [applicant's] ocean view and favored removal.

Councilmember Humphrey said two [Via Estudillo] neighbors had voiced requests that the tree not be replaced the tree if allowed to be removed per the Parklands minutes. Director Rigg

explained if a new tree was planted, the bulb of the tree would be 10-20 ft.; it would then block their views. Councilmember Humphrey also noted neighbors were interested in changing the street tree designation. Director Rigg recommended a \$500 contribution to the tree bank and staff can work with the neighborhood regarding a change of street tree.

Councilmember Goodhart appreciated Council's commentary; the process is subjective, although there is criteria in our tree policy as noted per the McNamara's. On other applications where trees grown into, or block a portion of, the view, he said they have not removed trees, and he was trying to find a balance. In this particular instance, what is significant is the type of tree - the Silver Dollar Eucalyptus is rather dense. This tree does block a good portion of the view and supported removal.

Councilmember Humphrey said if she thought lacing the tree would resolve the situation, she would not support removal. It obviously can't be topped.

On motion of MPT Bird, seconded by Councilmember Humphrey, Council approved Parklands Application PC-339-12 for removal of One (1) Silver Dollar Eucalyptus tree located in the city pathway between 1824 and 1900 Estudillo according to the standard conditions for tree removal approvals; applicant is to pay \$500 to the Tree Bank by majority oral vote, Councilmember Perkins dissenting.

MOTION NO. 1

April 27, 2012

It was moved by _____
and seconded by _____
that the demands, as approved by a majority of the City Council, totaling \$ 211,389.76 be
allowed; The amounts expended by fund are as follows:

(01)	GENERAL FUND	\$ 205,209.46
(02)	GAS TAX FUND	<u>\$ 6,180.30</u>
TOTAL		<u><u>\$ 211,389.76</u></u>

THIS MOTION WAS CARRIED BY THE FOLLOWING VOTES:

AYES:

NOES:

ABSENT:

ABSTAIN:

SUNGARD PENTAMATION
DATE: 04/25/2012
TIME: 10:16:13

PALOS VERDES ESTATES
ORGANIZATION CHARGE SUMMARY BY FUND
PAY RUN 292 2ND PR APR 12

PAGE NUMBER: 1
MODULE NUM: PAYCHK63
CHECK DATE 04/27/2012

FUND	AMOUNT
01	147,391.76
02	4,450.79
TOTAL REPORT	151,842.55

SUNGARD PENTAMATION
DATE: 04/25/2012
TIME: 10:16:53

PALOS VERDES ESTATES
BENEFIT SUMMARY BY FUND
PAY RUN 292 2ND PR APR 12

PAGE NUMBER: 1
MODULE NUM: PAYCHK53
CHECK DATE 04/27/2012

FUND	BENEFIT AMOUNT
01	57,817.70
02	1,729.51
TOTAL REPORT	59,547.21

MOTION NO. 2**May 08, 2012**

It was moved by _____
and seconded by _____
that the demands, as approved by a majority of the City Council, No. 521500V, 521501H,
521513 to 521573 totaling \$181,983.89. The amounts expended by fund are as follows:

(01) GENERAL FUND	\$ 47,316.37
(02) GAS TAX	\$ 1,060.25
(07) CORRECTIONS FUND	\$ 1,310.48
(30) CAPITAL IMPROVEMENT	\$ 23,107.81
(60) EQUIPMENT REPLACEMENT	\$ 92.98
(62) SEWER FUND	\$ 106,596.00
(65) INSURANCE FUND	\$ 1,500.00
(70) SPECIAL DEPOSIT FUND	\$ <u>1,000.00</u>
TOTAL	\$ <u>181,983.89</u>

THIS MOTION WAS CARRIED BY THE FOLLOWING VOTES:

AYLS:

NOES:

ABSENT:

ABSTAIN:

SINGUARD PENTAMATION
DATE: 04/25/2012
TIME: 09:20:12

PALOS VERDES ESTATES
CHECK REGISTER - FUND TOTALS

PAGE NUMBER: 1
CHECKED
ACCOUNTING PERIOD: 10/12

FUND	FUND TITLE	AMOUNT
01	GENERAL FUND	65.00
TOTAL RESCUE		75.00

FORWARD FUNDING
DATE: 04/25/2012
TIME: 09:23:40

PAIGS VERDE ESTATES
CHECK REGISTER - BY FUND

PAGE NUMBER: 1
ACCOUNT: 1

SELECTION CRITERIA: transact.check_no='521500'
ACCOUNTING PERIOD: 10/12

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	DEBIT DI	VENDOR	BUDGET CODE	ACCT	DESCRIPTION	SALTS TAX	AMOUNT
10105	521500	04/22/12	COUNCIL	COUNTY OF LOS ANGELES 014900	52525	OFFICE OF SUPERVISOR	0.00	75.00
10105	521500	04/22/12	COUNCIL	COUNTY OF LOS ANGELES 014900	52525	OFFICE OF SUPERVISOR	0.00	-75.00
TOTAL CHECK							0.00	0.00
TOTAL CASH ACCOUNT							0.00	0.00
TOTAL FUND							0.00	0.00
TOTAL REPORT							0.00	0.00

SINGULAR DEMONSTRATION
DATE: 01/25/2012
TIME: 09:43:08

PALOS VERDES ESTATES
CHECK REGISTER - FUND TOTALS

PAGE NUMBER: 1
VENUE#21
ACCOUNTING PERIOD: 12/12

FUND	FUND TITLE	AMOUNT
01	GENERAL FUND	75.00
TOTAL REPORT		75.00

SUMMARY STATEMENT
 DATE: 06/04/2012
 TIME: 10:25:03

PALOS VERDES ESTATES
 CHECK REGISTER - FUND TOTALS

PAGE NUMBER: 1
 06/03/2012
 ACCOUNTING PERIOD: 11/12

FUND	FUND TITLE	AMOUNT
01	GENERAL FUND	67,241.37
02	GAS TAX	1,050.25
07	CONFECTIONS FUND	1,110.49
40	EQUIPMENT IMPROVEMENT	25,105.01
60	EQUIPMENT REPLACEMENT	95.58
62	SEWER FUND	105,596.03
65	INSURANCE FUND	1,500.00
70	SPECIAL DEPOSIT FUND	1,000.00
	TOTAL REPORT	181,998.69

Start Date: 4/25/12
End Date: 5/8/12

Date: 5/4/12

CHECK REGISTER

Check Date	Check Number	Vendor Name	Budget Unit	Account	Invoice Number	Transaction Description	Transaction Amount	Void
04/25/12	521500	COUNTY OF LOS ANGELES	014800	62225	120425	NOTICE OF DETERMINATI	-75.00	Y
			014800	62225	120425	NOTICE OF DETERMINATI	75.00	-----
							0.00	
04/25/12	521501	COUNTY OF LOS ANGELES	014800	62225	042512A	NOTICE OF DETERMINATI	75.00	-----
05/08/12	521513	A-BEST CARPET CLEANING	013080	64430	1444	CARPET CLEANING-CH/PD	262.65	-----
05/08/12	521514	FLEX ONE	013160	50092	268223ER	04/01-04/30 SERVICES	50.00	-----
05/08/12	521515	JESSE AGUAYO	014000	61120	120503	TUITION REIMBURSEMENT	644.73	-----
05/08/12	521516	JAYLIN K ALBAO	014000	65000	120501	04/28, 4/30 MTG/MEAL	95.09	-----
05/08/12	521517	ALL AREA SERVICES INC	013080	64437	120330	1001-1015 PVDW	1230.60	-----
			025100	64433	120312	MALAGA COVE PLAZA	563.50	-----
							1794.10	
05/08/12	521518	ALTA DENA DAIRY	014000	61140	120401	04/12 DELIVERIES	50.00	-----
05/08/12	521519	AMERIPRIDE SERVICES, INC	016000	61110	1400325302	UNIFORM RENTAL	81.70	-----
			016000	61110	1400329826	UNIFORM RENTAL	81.70	-----
							163.40	

Start Date: 4/25/12
End Date: 5/8/12

Date: 5/4/12

CHECK REGISTER

Check Date	Check Number	Vendor Name	Budget Unit	Account	Invoice Number	Transaction Description	Transaction Amount	Void
05/08/12	521520	ARROWHEAD MOUNTAIN SPRING WATER	014000	65000	D0007838733A	03/13-04/12 DELIVERIE	242.08	-----
			015100	62290	D0001412568A	03/13-04/12 DELIVERIE	73.74	-----
							315.82	
05/08/12	521521	BEN MEADOWS	607000	70766	1018772860	3CT RAIN PONCHO	92.98	-----
05/08/12	521522	BLUEPRINT SERVICE & SUPPLY CO	025100	64434	178798	FY12/13 ST SWEEP PREP	21.75	-----
05/08/12	521523	CATHERINE BRANDLIN	014000	61120	120502	TNG 04/19 CUST/SER	17.74	-----
05/08/12	521524	CALIF BUILDING STANDARD COMMISSION	014200	64665	120419	01/12-03/12 SB1473 FE	326.70	-----
05/08/12	521525	CDW GOVERNMENT INC	013160	62290	J286331	IN-USB-2 FOOT PEDAL	62.47	-----
05/08/12	521526	CENTURION COIN & EMBLEM	014000	63345	12-04-011	100CT CHALLENGE COINS	455.23	-----
05/08/12	521527	DEPARTMENT OF CONSERVATION	014200	64660	120419A	01/12-03/12 STRG MTN	708.08	-----
05/08/12	521528	COUNTY OF LOS ANGELES	013010	62245	120504	TERM OF LIFE ESTATE	33.00	-----
05/08/12	521529	DAPPER TIRE COMPANY	014000	63305	576584	#721/TIRE INVENTORY	1024.68	-----

Start Date: 4/25/12
End Date: 5/8/12

Date: 5/4/12

CHECK REGISTER

Check Date	Check Number	Vendor Name	Budget Unit	Account	Invoice Number	Transaction Description	Transaction Amount	Void
05/08/12	521530	DASH MEDICAL GLOVES, INC	014000	61140	INV0730811	MEDICAL GLOVES	122.18	-----
05/08/12	521531	ALEXA DAVIS	013160	50093	120501B	WELLNESS PROGRAM	197.76	-----
			014000	64599	120501A	04/19 EXAM PANEL-PD	166.50	-----
							364.26	
05/08/12	521532	EWING IRRIGATION PRODUCTS INC	016000	64415	4628431	CORONEL PLZ PARK	135.06	-----
05/08/12	521533	FLAIL-MASTER	016000	63305	113166	AUTO SUPPLIES	76.50	-----
05/08/12	521534	GRAINGER, INC	014000	61140	9811718171	BANDAGES	33.44	-----
			014000	61140	9812251388	CLEANSING BAR SOAP	126.15	-----
							159.59	
05/08/12	521535	BRETTA HERNANDEZ	014000	61120	120502A	TNG 04/19 CUST/SER	13.61	-----
05/08/12	521536	PATRICK L HITE	013160	50096	120501C	05/12 HEALTH INS BENE	200.00	-----
05/08/12	521537	HOME DEPOT CREDIT SERVICES	013080	63325	2571995	BUILDING SUPPLIES	19.06	-----
			016000	64415	9221693	2800 PVDW TIMER/FERTI	93.47	-----
							112.53	
05/08/12	521538	IDS GROUP, INC	307500	80851	11.188.00-2	SEISMIC ASSESSMENT-CH	21997.25	-----

Start Date: 4/25/12
End Date: 5/8/12

Date: 5/4/12

CHECK REGISTER

Check Date	Check Number	Vendor Name	Budget Unit	Account	Invoice Number	Transaction Description	Transaction Amount	Void
05/08/12	521539	JB ELECTRIC	307500	81500	2878	LUNADA BAY PARK	110.56	-----
05/08/12	521540	JEC INTEGRATION SYSTEMS	013160	62290	5615433	REPLC BOX LITE LAMP	438.25	-----
05/08/12	521541	KENNETH KAUFMAN	656900	65040	120117	REIMB TREE DAMAGE	1000.00	-----
05/08/12	521542	KLING CONSULTING GROUP, INC	014200	64530	32341-32347	03/12 GEO TECH REVIEW	3138.75	-----
05/08/12	521543	KONICA MINOLTA BUSINESS SOLUTIONS	013160	65090	220871449	04/12 OVERAGE	8.25	-----
05/08/12	521544	LABEL SERVICE, INC	014000	62215	59161-Q13951	BUS CRD-MCCU/SHE/SIMO	71.82	-----
05/08/12	521545	LASER SERVICE	014000	63345	43109	MAINTENANCE SVC- PD	80.00	-----
05/08/12	521546	LIEBERT CASSIDY WHITMORE	012000	64425	148415	03/12 SVCS-CM	90.00	-----
			012000	64425	148417	03/12 SVCS-CM	150.00	-----
			014000	64425	148416	03/12 SVCS-PD	120.00	-----
							360.00	
05/08/12	521547	LUNDY, ALBRO & CATHERINE	656900	65040	120501D	REIMB TREE DAMAGE	500.00	-----

Start Date: 4/25/12
End Date: 5/8/12

Date: 5/4/12

CHECK REGISTER

Check Date	Check Number	Vendor Name	Budget Unit	Account	Invoice Number	Transaction Description	Transaction Amount	Void
05/08/12	521548	MAYER HOFFMAN MCCANN P C, INC	013000	61120	120426	06/05 TNG-YAMASAKA, L	65.00	-----
05/08/12	521549	MICHAEL MEDEIROS	025100	63360	120430	380 STREET SIGN LTR	475.00	-----
05/08/12	521550	JANELLE MELLO	074000	64650	120503	TNG 03/26-04/27 JAIL	1310.48	-----
05/08/12	521551	MERCHANTS LANDSCAPE SERVICES, INC.	016000	64436	36883	04/12 LANDSCAPE MAINT	18223.00	-----
			016000	64436	36884	04/12 LANDSCAPE MAINT	200.00	-----
							18423.00	
05/08/12	521552	NEXTEL COMMUNICATIONS	015100	63330	440224024118	03/21-04/20 SERVICES	147.49	-----
			016000	63330	440224024118	03/21-04/20 SERVICES	147.48	-----
							294.97	
05/08/12	521553	AKSEL M. PEDERSEN	01	11530	120501F	05/12 PER INDSTRL DIS	4287.00	-----
05/08/12	521554	PERFORMANCE PLUS TIRE &	014000	63305	122264	TIRE DISPOSAL	12.00	-----
05/08/12	521555	POSTNET RIVIERA	016000	62290	83106	LANDSCAPE MAINT MAPS	162.58	-----
			016000	62290	83173	LANDSCAPE MAINT MAPS	450.00	-----
							612.58	
05/08/12	521556	DEBRA L PRESUTTI	014800	40045	PVEPC-08	02/12 PLN COMM MINUTE	335.00	-----

Start Date: 4/25/12
End Date: 5/8/12

Date: 5/4/12

CHECK REGISTER

Check Date	Check Number	Vendor Name	Budget Unit	Account	Invoice Number	Transaction Description	Transaction Amount	Void
05/08/12	521557	PROVIDENCE MEDICAL INSTITUTE	014000	64599	11622571	PRE EMP PHYS-MCCULLOUGH	244.00	-----
05/08/12	521558	PSOMAS, INC	307500	64427	80377	03/02-03/29 MC GRN WT	1000.00	-----
05/08/12	521559	REDONDO MARINE HARDWARE	014000	62290	42899	BOAT SUPPLIES	14.67	-----
05/08/12	521560	SAM'S CLUB	014000	62290	001057	KITCHEN SUPPLIES-PD	87.26	-----
05/08/12	521561	JOSEPH C SHERWOOD	013020	61130	120426A	2012 CMTA CONFERENCE	1405.90	-----
05/08/12	521562	SMART & FINAL	013160	62290	034430 B	KITCHEN SUPPLIES-CH	136.25	-----
05/08/12	521563	JUDITH J SMITH	012000	61120	120423	04/19 TNG ICMA	149.00	-----
05/08/12	521564	LOS ANGELES SUPERIOR COURT	014000	64500	120501E	03/12 COURT FINES-PKG	3451.50	-----
05/08/12	521565	SOUTH COAST AQMD-AIR TOXICS	014000	63305	2467830	FY11/12 AQMD FEE	56.94	-----
			015100	63305	2467830	FY11/12 AQMD FEE	28.47	-----
			016000	63305	2467830	FY11/12 AQMD FEE	28.47	-----
05/08/12	521566	STAPLES CREDIT PLAN	014000	61140	34774	OFFICE SUPPLIES	22.83	-----
							113.88	

Start Date: 4/25/12
End Date: 5/8/12

Date: 5/4/12

CHECK REGISTER

Check Date	Check Number	Vendor Name	Budget Unit	Account	Invoice Number	Transaction Description	Transaction Amount	Void
05/08/12...	521566...	STAPLES CREDIT PLAN...	014000	62290	14177	OFFICE SUPPLIES	21.74	----
			014000	62290	2052684001	OFFICE SUPPLIES	21.73	----
			014000	62290	2139908001	OFFICE SUPPLIES	10.86	----
			014000	62290	93265	OFFICE SUPPLIES	52.18	----
			014000	63345	1905	OFFICE SUPPLIES	67.17	----
			014000	63345	2052684001	OFFICE SUPPLIES	70.64	----
			014000	63345	2139908001	OFFICE SUPPLIES	32.61	----
			014000	63345	2352112001	OFFICE SUPPLIES	152.23	----
							451.99	
05/08/12	521567	STAPLES BUSINESS ADVANTAGE	013160	62290	31729000216	OFFICE SUPPLIES-CH	28.18	----
			013160	62290	31729000221	OFFICE SUPPLIES-CH	165.74	----
			013160	62290	3173502678	OFFICE SUPPLIES	104.89	----
			013160	62290	3173542208	OFFICE SUPPLIES	45.38	----
			014000	62290	3173095580	OFFICE SUPPLIES-PD	67.56	----
			014000	62290	3173542206	OFFICE SUPPLIES	233.96	----
			014000	62290	3173573811	OFFICE SUPPLIES	199.71	----
			014000	63345	31729000219	OFFICE SUPPLIES-PD	38.29	----
							883.71	
05/08/12	521568	TAMANG ELECTRIC, INC	627200	87000	TE 4448F	PASEO DEL MAR PS	106596.00	----
05/08/12	521569	TORRANCE AUTO PARTS INC	014000	63305	936187	#728/748 REPARIS	310.16	----
			015100	63305	936187	TRACTOR-BATTERY	103.30	----
			015100	63305	936190	TRACTOR BATTERY DEP	15.24	----
			016000	64415	937485	IRRIGATION CLAMPS	21.53	----

Start Date: 4/25/12
End Date: 5/8/12

CHECK REGISTER

Check Date	Check Number	Vendor Name	Budget Unit	Account	Invoice Number	Transaction Description	Transaction Amount	Void
450.23								
05/08/12	521570	U S POSTAL SERVICE	01	15500	120501G	NEWSLETTER POSTAGE	2100.00	
05/08/12	521571	VERIZON CALIFORNIA	014000	62255	53780412	04/22-05/21 SERVICES	1848.52	
			014000	63330	53780412	04/22-05/21 SERVICES	1067.31	
2915.83								
05/08/12	521572	JOHN VOGEL	70	22100	120430A	REIMB-TREE DEPOSIT	1000.00	
05/08/12	521573	MARIANNE WERNER	014000	62292	120419C	PVECARES-ST PATRIC DA	20.84	
			014000	62292	120419C	PVECARES-TONER	65.77	
86.61								
181983.89								