

Tract 6888 and Tract 7331
LUNADA BAY

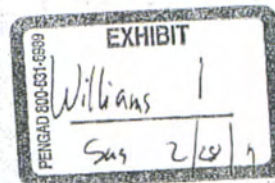
PROTECTIVE RESTRICTIONS PALOS VERDES ESTATES

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

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 2 1/2-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,

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 2318, 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.

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

In Block 2224, Lots 1 to 3 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.

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.

IN BLOCK 2210

IN BLOCK 2211

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;

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 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.

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.

IN BLOCK 2218

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.

IN BLOCK 2221

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.

IN BLOCK 2222

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 4 not less than five (5) feet from Anacapa Plaza, Via Anacapa, and Chelsea Road.

IN BLOCK 2223

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.

IN BLOCK 2225

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 Place;
 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.

IN BLOCK 2226

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.

IN BLOCK 2227

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.

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 Pasco 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 Pasco 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 (7½) 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 2223, Lot 8.

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

In Block 2111, 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

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.

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.

VIOLATION OF CONDITIONS

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.

VIOLATION CONSTITUTES NUISANCE

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.

CONSTRUCTION AND VALIDITY OF RESTRICTION

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

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.

ASSIGNMENT OF POWERS

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.

RIGHT TO ENFORCE

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.

EXCEPTIONS

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.

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, } ss.

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.

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 not otherwise established or classified in this section.

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 (2 1/2) Story Height District, as defined and limited in said Declaration No. 1.

TYPE OF ARCHITECTURE TYPE I ARCHITECTURE DISTRICTS 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 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

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 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 4 inclusive, \$10,000.
Lot 5, \$10,000.
Lots 6 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.

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

IN BLOCK 11;

IN BLOCK 11

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 210

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 220

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 220

[15e]

02

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 (7½) 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 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,

(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 13 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, } ss.

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.

[15g]