

March 22, 2013

Mr. Sidney F. Croft, Esq
Attorney for Palos Verdes Homes Association
320 Palos Verdes Drive West
Palos Verdes Estates, CA 90274

Reference: 900 Via Panorama and the PVHA Sale of Adjacent Parkland

Dear Sid,

We are writing to initiate a direct dialogue with you and the PVHA Directors about the 900 Via Panorama issue. We've been leading the grassroots effort on www.pveopenspace.com to block the rezoning of parkland adjacent to 900 Via Panorama, and we are encouraged by your statement opposing the rezoning at the PVE City Council Meeting on March 12th. However we are still struggling to understand why the PVHA entered into this transaction at all.

Respectfully we would appreciate any clarification that you can provide; we welcome a direct conversation at your convenience to go over the legal rationale for our conclusion that the transaction violates the underlying deeds and protective restrictions.

We basically have two questions, as follows:

1. **Having successfully defended the Deeds and Protective Restrictions for Palos Verdes Estates against the PVPUSD's attempt to sell Lots C & D (which were zoned for school and/or recreational use under OS zoning) as residential lots under R-1, by winning the Superior Court case, why did PVHA turn around and sell parkland – Parcel A – to the Luglianis at 900 Via Panorama?** We applaud PVHA for doing the right thing by standing up for the restrictions that are critical to our community and the core of PVHA's mission, but we are perplexed why PVHA would enter into a voluntary transaction that does exactly what PVHA had just spent \$300,000 to insure would never happen – **selling parkland.**
2. **Why did PVHA enter into an illegal transaction?** Does PVHA disagree with our reading of the deeds and restrictive covenants as described below?

Specifically, here is what we've found on Q#2, with the attached exhibits showing each step of the sequence and why we believe that the sale of parkland adjacent to 900 Via Panorama is **illegal**:

- **Exhibit 1** is taken from the **original Grant Deed** recorded on 1-22-31 in Book 10494 page 360
 - Section 3 says *"That the said realty is to be used and administered **forever for park and/or recreation purposes**, for the benefit of the persons residing or living within the boundaries of the property known as Tracts 4400, 6881, 9302 and 9822."*
 - Section 4 says that *"**no buildings, structures or concessions shall be erected, maintained or permitted upon said realty**, except such as (in the opinion of the Park and Recreation Board of Palos Verdes Homes Association) are properly incidental to the convenient and/or proper use of said realty for park and/or recreation purposes."*

- Section 5 says ***“no part of said realty shall be sold or conveyed by Palos Verdes Homes Association except subject to the terms and conditions hereof.”***
- **Exhibit 2** is taken from the agreement between Bank of America and PVHA dated 12-30-30 which says ***“It is expressly understood and agreed that during the life of this trust, the said Homes Association shall not sell, convey, dispose of or otherwise deal with the property herein described without first receiving the written consent of the Trustor and the Trustee under said Palos Verdes Trust.”***
- **Exhibit 3** is taken from **“PROTECTIVE RESTRICTIONS PALOS VERDES ESTATES** recorded July 21st, 1926 by Bank of America, Declaration No. 25 Of Establishment of Local Protective Restrictions, Conditions, Covenants, Reservations, Liens, and Charges Affecting The Real Property Known As TRACT 8652, MONTEMALAGA, PALOS VERDES ESTATES, et al” [includes Via Panorama]. The foregoing stipulates that Protective Restrictions can only be modified or removed is by achieving the required written consents as described in the process for changing the **“Duration of the Restrictions”** or the process for **“Modification of Restrictions”**.
- **Exhibit 4** shows the **Bank of America Quit Claim** transferring all Parkland to the PVHA recorded June 21, 1940, and acknowledges that all the restrictions “run with the land.” **In the Council minutes of November 01, 08, and December 20, 1939, and the minutes of January 24 and February, 1940** are documented discussions and motions as to how to properly convey or deed the parkland properties to the City of PVE with the “Protective Restrictions”. This is consistent with **The Bank of America Deed of Trust Indenture**, including Declarations, recorded October 18, 1924 which is the founding document of PVE as printed in all pertinent booklets for all Tracts which are entitled **“PROTECTIVE RESTRICTIONS PALOS VERDES ESTATES”**. That document says that all restrictions carry forward to encumber all future Grantees/Owners. This document also includes **Resolution 12 of the PVECC accepting title** of the Parklands dated June 12, 1940, and acknowledges the restrictions and the requirement that all the restrictions “run with the land.”
- **Exhibit 5** documents the transfer of Parkland from PVHA to City of Palos Verdes Estates in Book 17615 Page 163 Doc #963 Recorded 6/24/40 and in the following sections:
 - Section 3 says ***“Said realty is to be used and administered forever for park and/or recreation purposes only.”***
 - Section 4 says ***“no buildings, structures or concessions shall be erected...”***
 - Section 5 says ***“said realty shall not be sold or conveyed, in whole or in part, by the Grantee herein except subject to the conditions, restrictions and reservations set forth and/or referred to herein and except to a body suitably constituted by law to take, hold, maintain and regulate public parks.”***
 - Section 7 says ***“ That none of the conditions, restrictions, covenants and reservations ...may be changed or modified by the procedure established in Section 3 of Article VI of said Declaration of Establishment of Basic Protective Provisions...”***

In summary, all **“Restrictions, Conditions, Covenants, Liens, and Charges”** are explicit in all of the foregoing documents and include the referenced sections pursuant to both **“Duration of the Restrictions”** and the process for **“Modification of Restrictions”**. Each document includes

the wording that all “Restrictions, et al” are binding not only to the original Grantor **but on all Grantees**. That means that both the PVECC and PVHA have these fiduciary responsibilities to protect and maintain the Parklands for the private property owners of PVE.

Parkland can only be sold if one of the three processes specified in the original “Protective Restrictions Palos Verdes Estates” booklets is followed. The **“PROTECTIVE RESTRICTIONS PALOS VERDES ESTATES”** booklet pertinent to Tract 8652 states very clearly in the following Sections:

Declaration 25 Article VI Page 38 Section 1

*“Duration of Restrictions” all of the restrictions, conditions, covenants, liens, 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 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, et al”**.*

Declaration 25 Article VI Page 38 Section 2

*“Modification of Basic Restrictions” describes the processes for change of “Conditions, Restrictions, Covenants, Liens and Charges”: “Amendment, change, modification or termination of any of the conditions, restrictions, reservations, covenants, liens, charges set forth, et al,” **can only be made** “by **mutual written agreement** with the then owners of record in “a recorded deed 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 et al “no changes or modifications shall be made without the written consent duly executed and recorded of not less two-thirds in area of all lands held in private ownership **within 300 feet** in any direction of the property concerning which a change or modification is sought to be made”.*

Declaration 25 Article VI Page 38 Section 3:

*“Modification of Other Restrictions” describes the process for change of “Any of the conditions, restrictions, covenant, reservations, liens, or charges, et al” **can only be made** “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 of all lands held in private ownership within three hundred feet in any direction** of the property concerning which modification of change is sought to be made, et al”.*

****NOT ONE OF THESE THREE NECESSARY PROCESSES WERE FOLLOWED TO REMOVE THE RESTRICTIONS TO ALLOW THE SALE OF THE VIA PANORAMA PARKLAND****

Therefore we reach the conclusion that PVE Parkland cannot be legally sold, conveyed, or transferred to a private owner without taking one of the actions as defined in the above three paragraphs and that any requested change or modification must be approved by following one of the processes described. **Hence we conclude that the transaction conveying parkland to private ownership was illegal.**

As you know, we have expressed our concerns and communicated the above information to the Planning Commission on February 19 and the City Council on March 12. The City's response has been to tell us that they did not sell parkland to the private party and that the PVHA was the seller. Therefore, The PVE City Council does not take any responsibility for entering into an illegal transaction -- even though Mayor Bird said at the 5/8/12 City Council Meeting (per the audio recording on the City's website) that *"this is a win-win-win, and credit goes to City Attorney, and that the public must know she spearheaded this agreement by bringing the parties together."* Seems acknowledging complicity is the same as acknowledging active participation!

However, we are not concerned with who should be blamed. We believe it is important and essential to all parties involved that this sale of parkland be reversed. To do otherwise would be illegal and a breach of fiduciary duties. It is conclusive in the **"PROTECTIVE RESTRICTIONS PALOS VERDES ESTATES"** and all recorded deeds that PVE Parkland cannot be sold, conveyed, or transferred to a private owner or to anyone without taking one of the actions as defined in the above sections and that any requested change or modification be approved by such process. **The transaction was illegal.**

The solution is in the **"PROTECTIVE RESTRICTIONS" Declaration 25 Article VI Page 39 Section 6 "Reversion of Title"** which states *"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. And further reads "A breach of any of the "Restrictions, Conditions, and Covenant hereby established shall cause the real property upon which breach occurs to revert to Bank of America, or its successors in interest, as owners of the reversionary rights herein provided for, et al"*.

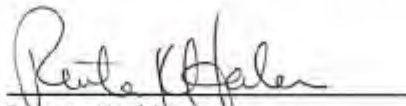
Therefore since the 2012 conversion of PVE Parkland to private ownership was illegal and hence being a specific Breach of the **"PROTECTIVE RESTRICTIONS PALOS VERDES ESTATES"** and all recorded deeds as provided for in Declaration 25, Article VI Page 40 Section 6, **the process of "Reversion of Title" is the necessary consequence..**

In summary, we stand ready to meet with you to discuss any of this. We hope and fully expect that PVHA will do the right thing and promptly void this transaction in order to comply with the law and stay true to its mission. We would like to see this matter resolved quickly and amicably without any wasted effort in legal actions. But we should alert you that if the parkland sale is not voided, then there are concerned citizens prepared to file in court to force the reversion, and also to alert California Attorney General to issues raised. We don't need that kind of negative publicity in our Community, and we hope that such scrutiny will not be necessary.

Respectfully Submitted,



John Harbison
916 Via Panorama, PVE
(310) 739-1838
March 20, 2013



Renata Harbison
916 Via Panorama. PVE
(310) 283-2445
March 20, 2013

cc: Directors of Palos Verdes Homes Association

Exhibit 1:
Original Grant Deed
recorded on 1-22-31
in Book 10494 page 360

8652

LOT A BLOCK TRACT 9652

| H. A. DOC. | FROM | TO | RECORDING DATE | BOOK | PAGE | NOTES |
|---------------|-----------------|-----------------|----------------------------------|-------|------|---|
| 28.1 | BANK OF AMERICA | P. V. H. A. | 10-6-30 | 10326 | 268 | EXCEPT PORTION |
| 30 | BANK OF AMERICA | P. V. H. A. | 1-22-31 | 10494 | 360 | EXCEPT PORTION PARKS & RECREATION |
| 30.1 | BANK OF AMERICA | P. V. H. A. | AGREEMENT BETWEEN DATED 12-30-30 | | | RE: PORTION |
| 32 | P. V. H. A. | BANK OF AMERICA | 4-7-31 | 10701 | 356 | PORTION ADJACENT LOT 6, BLOCK 1732, TRACT 8652 |
| 33.1 | BANK OF AMERICA | P. V. H. A. | AGREEMENT BETWEEN DATED 7-24-31 | | | RE: PORTION |
| 53 | BANK OF AMERICA | P. V. H. A. | DOCUMENT DATED 1940 | | | EXCEPT PORTION - REVERSIONARY RIGHTS |
| 54 | P. V. H. A. | CITY OF P.V.E. | 6-24-40 | 17615 | 163 | EXCEPT PORTION |

✓

GRANT DEED

11231 -> PYH

8453-A (part)

2007-1 (part)

dated 29/10/20

we. 11/2/31

10092/200

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a banking association, organized and existing under and by virtue of the laws of the United States of America, having its principal place of business in the City and County of San Francisco, State of California, in consideration of TEN AND NO/100 (\$10.00) DOLLARS, the receipt of which is hereby acknowledged, does hereby grant to PAJOS VERDES HOMES ASSOCIATION, a corporation, that certain real property in the County of Los Angeles, State of California, hereinafter referred to as "said realty", described as follows, to-wit:

- (a) All of Lot A of Tract 8652 as per map recorded in Book 125, Pages 35 to 37, inclusive, of Maps in the Office of the County Recorder of Los Angeles County, California, except that portion described as follows:

Beginning at the most Easterly corner of Lot 11 of Block 1733 of said Tract 8652; thence North 17°00'00" East, along the Easterly line thereof, 70 feet; thence North 51°00'00" East along the Northwesterly line thereof, 175 feet, to the most Northerly corner thereof; thence due West 130 feet; thence South 59°00'00" West, 50.5 feet; thence South 2°01'45" West, 133.12 feet, more or less, to a point in the Southerly line of said Lot A, being a point in a curve concave to the West and having a radius of 65 feet; thence Easterly along said curve a distance of 21 feet to the point of beginning, enclosing an area of 0.305 acres, more or less.

- (b) That portion of Lot 1 of Block 2307 of Tract 7637 as per Map recorded in Book 104, Pages 12 to 15, inclusive, of Maps in the Office of the County Recorder of Los Angeles County, California, described as follows:

Beginning at a point in the Westerly line of said Lot 1, said point being at the Southerly extremity of a certain curve, concave to the West, having a radius of 396.32 feet and a length of 163.46 feet, thence Northerly along said curve 163.46 feet to the most Northerly corner of said Lot 1; thence following the boundary of said Lot 1, South 59°26'46" East 161.66 feet, South 4°45'55" West 105 feet, South 50°57'10" East 185 feet, South 5°36'20" East 26.61 feet to the beginning of a curve concave to the Northwest and having a radius of 45 feet, Southwesterly along said curve 66.64 feet to the end thereof, and South 79°14'30" West 45.02 feet to the most Southerly corner of the parcel of land herein described; thence leaving the boundary of said Lot 1

North 44°26'33" West 316.77 feet, more or less,
to the point of beginning, enclosing an area of
1.12 acres, more or less.

This conveyance is made and accepted and said realty is hereby
granted, subject to taxes now a lien, and upon and subject to each of
the following provisions, conditions, restrictions and covenants, to-
wit:

1. The express condition that the Grantor herein is not
responsible or liable in any way for any inducement,
representation, agreement, condition or stipulation not
set forth herein, or in the Declarations of Establishment
of Restrictions and Conditions hereinafter mentioned.

2. Each and every provision, condition, restriction, re-
servation, lien, charge, easement and covenant contained
in the Declaration of Establishment of Basic Protective
Restrictions executed by Commonwealth Trust Company, as
owner, dated June 26th, 1923, and recorded in Book 2360,
Page 231, and Amendments Nos. 1 and 3 thereto, dated
November 26th, 1923 and June 16th, 1924, respectively, and
recorded in Book 2940, Page 27, and in Book 4019, Page 274,
respectively, of Official Records of said County, and De-
clarations Nos. 17 and 25 of Establishment of Local Protec-
tive Restrictions, recorded in Book 4236, Page 240, and in
Book 5052, Page 85, respectively, of Official Records of
said County, and Amendment No. 6 to said Declaration No. 17,
recorded in Book 5583, page 28, of Official Records of said
County, all except the first mentioned having been executed
by Bank of America, successor in interest to said Common-
wealth Trust Company, whereby there was established a general
plan for the improvement and development of said realty and
other property described and/or referred to in said Declara-
tions of Restrictions, and provisions, conditions, restrict-
ions, reservations, liens, charges, easements and covenants
were fixed, including the establishment, maintenance and
operation of Palos Verdes Homes Association, a California
corporation, and of the Art Jury as therein provided, subject
to which said property and/or all parcels thereof should be
sold and conveyed and all of said provisions, conditions,
restrictions, reservations, liens, charges, easements and
covenants are hereby made a part of this conveyance, and ex-
pressly imposed upon said realty as fully and completely as
if herein set forth in full.

3. That the said realty is to be used and administered for-
ever for park and/or recreation purposes, for the benefit of
the persons residing or living within the boundaries of the
property known as Tracts 4400, 6881, 9302 and 9822, in the
County of Los Angeles, State of California, said property be-
ing commonly known and referred to as "Palos Verdes Estates",
under such regulations consistent with the other conditions
set forth in this deed as may from time to time hereafter be
established by the Park and Recreation Board of Palos Verdes
Homes Association for the purpose of safeguarding said realty,
and any vegetation and/or improvements, thereon, from damage
or deterioration, and for the further purpose of protecting
the residents of said Palos Verdes Estates from any uses of or

conditions in or upon the said realty which are, or may be, detrimental to the amenities of the neighborhood; provided:

(a) That the power, right and easement is reserved to Bank of America National Trust and Savings Association to enter upon, develop, plant, improve or maintain any part or all of said realty for the benefit of all of Palos Verdes Estates in a manner not inconsistent with the purposes for which said realty is hereby conveyed and after due notice to and consultation with the Park and Recreation Board of Palos Verdes Homes Association.

(b) That the easement is specifically reserved to Bank of America National Trust and Savings Association to establish and maintain such reasonable number of water mains and other utilities as to it may seem advisable in and over said realty for the service of abutting lots in a manner not inconsistent with the purposes for which said realty is hereby conveyed and in accordance with a written approval which shall be issued by the Park and Recreation Board of Palos Verdes Homes Association for the location of said utility lines.

4. That except as provided above, no buildings, structures or concessions shall be erected, maintained or permitted upon said realty, except such as (in the opinion of the Park and Recreation Board of Palos Verdes Homes Association) are properly incidental to the convenient and/or proper use of said realty for park and/or recreation purposes.

5. That except as provided in paragraph 3 hereof, no part of said realty shall be sold or conveyed by Palos Verdes Homes Association except subject to the terms and conditions hereof; provided, however, that said realty, or any portion thereof, may be conveyed by said Palos Verdes Homes Association subject to the same conditions as herein contained with respect to the purposes for which said realty may be used, to a PARK COMMISSION, or other body suitably constituted by law, to take, hold, maintain and regulate public parks; provided, further, that Palos Verdes Homes Association may dedicate to the public portions of said realty for pathway or street purposes, and/or for the purpose of rectification of boundaries, re-convey title to portions of said realty to Bank of America National Trust and Savings Association, or its successors in interest, in exchange for other lands.

6. The Park and Recreation Board of Palos Verdes Homes Association in its sole discretion, may by and with the written approval of Palos Verdes Art Jury first obtained, permit the owner of a lot abutting on said realty, to construct and/or maintain paths, steps and/or other landscape improvements, as a means of egress from and ingress to said lot or for the improvement of views therefrom, in such a manner and for such length of time and under such rules and regulations as will not, in the opinion of the Park and Recreation Board of Palos Verdes Homes Association and Palos Verdes Art Jury, impair or interfere with the use and maintenance of said realty for park and/or recreation purposes, as hereinbefore set forth.

PROVIDED, that a breach of any of the provisions, conditions, restrictions, reservations, liens, charges and covenants hereinbefore referred to and/or contained herein, including those contained in said Declarations hereinbefore referred to, shall cause said realty to revert to the Grantor herein, or its successors in interest as owner of the reversionary rights herein provided for, and the owner of such reversionary rights shall have the right of immediate re-entry upon said realty in the event of any such breach, and, as to each lot and/or parcel owner of said property or other property described and/or referred to in said Declarations hereinbefore referred to, the said provisions, conditions, restrictions, reservations, liens, charges and covenants shall be covenants running with the land, and the breach of any thereof or the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by the Grantor herein, or its successors in interest, or by such other lot or parcel owner, and/or by any other person or corporation designated in said Declarations hereinbefore referred to.

PROVIDED, FURTHER, that a breach of any of the said provisions, conditions, restrictions, reservations, liens, charges and covenants, or any re-entry by reason of such breach, shall not impair, defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value, as to said realty, or any part thereof; but said provisions, conditions, restrictions, reservations, liens, charges and covenants shall be binding upon and effective against any owner of said realty whose title thereto is acquired by foreclosure, Trustee's sale or otherwise.

PROVIDED, ALSO, that by the acceptance of this conveyance the Grantee agrees with the Grantor that the reservations, provisions, conditions, restrictions, liens, charges and covenants set forth or mentioned, are a part of the general plan for the improvement and development of the property described and/or referred to in said Declarations hereinbefore referred to, and are for the benefit of all of said property as described and/or referred to and each owner of any 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 parties hereto, 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.

IN WITNESS WHEREOF, BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, has this 30th day of December, 1930, caused this deed to be executed in its name, by its Vice-President and its Assistant Trust Officer, thereunto duly authorized.

BANK OF AMERICA
NATIONAL TRUST AND SAVINGS ASSOCIATION

By 
Vice-President

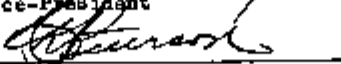
By 
Assistant Trust Officer

Exhibit 2:
Recorded Grant Deed Agreement
between
Bank of America and PVHA
dated 12-30-30

8652

LOT A BLOCK TRACT 9652

| H. A. DOC. | FROM | TO | RECORDING DATE | BOOK | PAGE | NOTES |
|---------------|-----------------|-----------------|----------------------------------|-------|------|---|
| 28.1 | BANK OF AMERICA | P. V. H. A. | 10-6-30 | 10326 | 268 | EXCEPT PORTION |
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| 32 | P. V. H. A. | BANK OF AMERICA | 4-7-31 | 10701 | 356 | PORTION ADJACENT LOT 6, BLOCK 1732, TRACT 8652 |
| 33.1 | BANK OF AMERICA | P. V. H. A. | AGREEMENT BETWEEN DATED 7-24-31 | | | RE: PORTION |
| 53 | BANK OF AMERICA | P. V. H. A. | DOCUMENT DATED 1940 | | | EXCEPT PORTION - REVERSIONARY RIGHTS |
| 54 | P. V. H. A. | CITY OF P.V.E. | 6-24-40 | 17615 | 163 | EXCEPT PORTION |



13044

CORPORATION OF AMERICA
IDENTICAL IN OWNERSHIP

Bank of America

NATIONAL SAVINGS ASSOCIATION

BANKAMERICA COMPANY
AFFILIATED

A CONSOLIDATION OF
BANK OF ITALY, N.T.S.B. AND BANK OF AMERICA OF CALIFORNIA

LOS ANGELES MAIN OFFICE

Trust Department,
Trust BA-155.

LOS ANGELES, CALIFORNIA
January 30, 1931.

Palos Verdes Homes Association,
501 Lane Mortgage Building,
Los Angeles, California.

Attention: Mr. E. M. York.

Gentlemen:

We enclose recorded grant deed, dated December 30, 1930, from Bank of America National Trust and Savings Association to Palos Verdes Homes Association, conveying a portion of Lot "A" of Tract 8652, Los Angeles County, and a portion of Lot 1, Block 2307, Tract 7537, Los Angeles County, more particularly described in said deed.

Please acknowledge receipt of the enclosure on the attached copy of this letter.

Yours very truly,



C. K. Peterson,
Assistant Trust Officer.

CMS:13
Enclosure.

ABLE ADDRESS - BANKITALY
Bank of America
NATIONAL TRUST & SAVINGS ASSOCIATION
19044

SUCCESSOR TO

Bank of Italy
NATIONAL TRUST & SAVINGS ASSOCIATION

NATIONAL BANKITALY COMPANY
IDENTICAL IN OWNERSHIP

BANKITALY COMPANY OF AMERICA
AFFILIATED

MAIN OFFICE: LOS ANGELES DIVISION

~~XXXXXXXXXXXXXXXXXXXX~~

Trust Department,
Trust BA-155.

LOS ANGELES, CALIFORNIA

January 21, 1931.

Palos Verdes Project,
Lane Mortgage Building,
Los Angeles, California.

Attention: Mr. E. M. York.

Gentlemen:

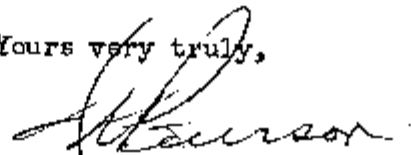
We enclose executed copy of agreement, dated December 30, 1930, between Bank of America National Trust and Savings Association, as Trustee, and the Palos Verdes Homes Association, affecting portion of Lot "A" of Tract 8652 and a portion of Lot 1, Block 2307, Tract 7537, Los Angeles County.

The original of this agreement has been sent to the office of the county recorder to be placed of record.

Grant Deed covering the above described property from Bank of America National Trust and Savings Association, grantor, to Palos Verdes Homes Association, grantee, has also been executed and sent to be recorded.

Please acknowledge receipt of the enclosure by signing and returning to us the attached copy of this letter.

Yours very truly,



C. K. Peterson,
Assistant Trust Officer.

CKP:HS
Enclosure.

44121

A G R E E M E N T

THIS AGREEMENT made and entered into this 30th day of December, 1930, by and between BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Trustee under its Trust No. BA 155 (commonly known as Palos Verdes Project) hereinafter referred to as "Trustee", first party, and PALOS VERDES HOMES ASSOCIATION, a corporation, hereinafter referred to as "Home Association", second party.

W I T N E S S E T H:

THAT WHEREAS, under and by virtue of the terms of the Trust Indenture covering said Palos Verdes Trust, the Trustee is empowered to deed parcels of real property to the Home Association for park and/or other purposes, without consideration; and

WHEREAS, pursuant to said authority said Trustee, or its predecessors in interest, did on the 27th day of June, 1934, and did also on the 28th day of June, 1935, enter into agreements with the Home Association covering the conveyance of property described in said agreements, and concurrently therewith and as a part of the same transactions executed Deeds conveying the property so described to the Home Association, subject to terms and conditions set forth in said Deeds; and

WHEREAS, thereafter it was found necessary and desirable to exchange portions of said property, namely, a portion of Lot A of Tract 7540 adjoining Lot 14 of Block 1730 of said Tract 7540 and containing 0.178 acres, more or less, together with a portion of Lot B of said Tract 7540 adjoining Lots 14 and 15 of said Block 1730 and containing 0.164 acres, more or less, for a portion of Lot A of Tract 8652, being all of said Lot A except a portion adjoining Lot 11

of Block 1733 of said Tract 8662 and containing 0.306 acres, more or less; also to exchange another portion of said property, namely, a portion of Lot A of Tract 8889 adjoining Lot 1 of Block 1373 of said Tract 8889 and also the adjacent vacated portion of Via Estudillo, containing together 0.203 acres, more or less, for a portion of Lot 1 of Block 2307 of Tract 7537 adjoining Lots 22, 13 and 14 of Block 1381 of said Tract 8889 and containing 1.12 acres, more or less; and

WHEREAS, in order to accomplish said exchanges a Deed was executed by the Home Association reconveying to Bank of Italy National Trust and Savings Association, predecessor in interest to Trustee, said portions of Lots A and B of Tract 7540 and said portion of Lot A of Tract 8889 and the adjacent vacated portion of Via Estudillo, which Deed was dated October 6, 1930 and recorded in Book 10326, page 268, of Official Records of said Los Angeles County;

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. That by reason of the execution and delivery of said reconveyance the aforementioned agreements between the Trustee and Home Association, insofar as they apply to the property so reconveyed, shall become inoperative and no longer effective with respect to said property and/or with respect to all of the obligations and provisions contained in said agreements between said parties applicable to said property, the same as though said property had never been included in said agreements.

2. That concurrently herewith Trustee will deed to Home Association the following property:

(a) All of Lot A of Tract 8662 as per map recorded in Book 125, Pages 85 to 87, inclusive, of Maps in the Office of the County Recorder of Los Angeles County, California, except that portion described as follows:

Beginning at the most westerly corner of Lot 11 of Block 1733 of said Tract 8662; thence North 17°00'00" East along the westerly line thereof, 75 feet; thence North 51°00'00" East along the Northwesterly line thereof, 175 feet,

to the most Northerly corner thereof;
thence due West 130 feet; thence South
59°00'00" West, 50.5 feet; thence South
2°01'45" West, 183.12 feet, more or less,
to a point in the Southerly line of said
Lot A, being a point in a curve concave
to the West and having a radius of 68
feet; thence Easterly along said curve a
distance of 31 feet to the point of be-
ginning, enclosing an area of 0.206 acres,
more or less.

(b) That portion of Lot 1 of Block 2307 of Tract
7627 as per Map recorded in Book 104, Pages 12 to
15, inclusive, of Maps in the Office of the County
Recorder of Los Angeles County, California, des-
cribed as follows:

Beginning at a point in the Westerly line of
said Lot 1, said point being at the Southerly ex-
tremity of a certain curve, concave to the West,
having a radius of 696.22 feet and a length of
163.48 feet, thence Northerly along said curve 153.46
feet to the most Northerly corner of said Lot 1;
thence following the boundary of said Lot 1, South
59°26'45" East 161.88 feet, South 4°45'48" East 105
feet, South 50°57'10" East 185 feet, South 5°35'20"
East 28.61 feet to the beginning of a curve concave
to the Northwest and having a radius of 48 feet,
Southwesterly along said curve 68.84 feet to the end
thereof, and South 78°14'20" West 48.09 feet to the
most Southerly corner of the parcel of land herein
described; thence leaving the boundary of said Lot 1
North 44°26'33" West 218.77 feet, more or less, to the
point of beginning, enclosing an area of 1.13 acres,
more or less.

and that the form of Deed will be the same as attached here-
to marked "Exhibit A" and by reference made a part hereof.
Then said property is deeded to Homes Association, Homes
Association agrees that it will receive title thereto and
hold same upon each, every and all of the following terms,
conditions and agreements with the Trustee, each and all of
which are part of the consideration moving from the Homes
Association to the Trustee for the granting of said prop-
erty, to-wit:

A. That if at any time during the life of said Palou
Verdes Trust the said Homes Association shall cause
or permit the property mentioned herein, or any part
thereof, to be sold or conveyed, or shall sell or
convey same, and shall upon such sale receive any
money, property or valuable consideration therefor,
the said Homes Association hereby agrees that it will
immediately upon receipt thereof and from time to time
as payments thereof may be received by it upon the sale
of all or portions of the property hereinbefore des-
cribed, pay all of said proceeds to received to the
trustee hereunder, or the then acting Trustee of said
Palou Verdes Trust, to be received by said Trustee as
part of the general trust estate of said Palou Verdes
Trust, subject to the terms and conditions of the Trust

Indenture, covering said trust.

- b. If any such sale be made after termination of this trust, then said proceeds shall be received by the Homes Association, or its successor in interest in the exercise of the functions of said Homes Association, and become a part of its general funds and assets, to be used and expended as its other general funds and assets are used or expended.
- c. Should the property described herein, or any portion thereof, be conveyed by said Homes Association without consideration, then Homes Association agrees to obtain an agreement from the Grantee, or Grantees, of said property, containing the same general provisions for the disposition and use of any proceeds derived from a sale or sales made by said Grantee or his successors in interest.
- d. It is expressly understood and agreed that during the life of this trust, the said Homes Association shall not sell, convey, dispose of or otherwise deal with the property herein described without first receiving the written consent of the Trustor and the Trustee under said Palos Verdes Trust.
- e. ~~Homes Association shall be expressly permitted to~~ lease such portions of said property as it may lease under the terms and provisions of the restrictions contained in the deed by which the Homes Association receives conveyance of said property, and any monies derived therefrom shall be payable to and become the property of said Homes Association and may be used by it for such purposes as it may deem best.

It is expressly understood and agreed that this contract is made and entered into on the part of the BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION solely as Trustee under that certain Trust Indenture above referred to, and that BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION shall not in any manner or to any extent whatever become personally responsible or liable for the breach of any of the terms of this agreement, nor for any damages, losses or expenses arising or sustained in connection therewith.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their officers thereunto duly authorized, the day and year

first above written.

BANK OF AMERICA
NATIONAL TRUST & SAVINGS ASSOCIATION

By [Signature]
Vice-President

By [Signature]
Assistant Trust Officer

First Party

PALOS VERDES HOMES ASSOCIATION

By [Signature]
President

By [Signature]
Secretary

Second Party

STATE OF CALIFORNIA)
(SS:
COUNTY OF LOS ANGELES)

On this 20th day of January 1934, before me,
a Notary Public in and for the County of Los Angeles, State of
California, residing therein, duly commissioned and sworn, person-
ally appeared Mary Ryan, known to me to be the
Vice-President, and E. K. Peterson, known to me to
be the Assistant Trust Officer of BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION, the association that executed the within
instrument, and known to me to be the persons who executed the within
instrument on behalf, of the association therein named, and acknow-
ledged to me that such association executed the same.

WITNESS my hand and official seal.

Edward M. Browder
Notary Public in and for the County
of Los Angeles, State of California

STATE OF CALIFORNIA)
(SS:
COUNTY OF LOS ANGELES)

On this 9th day of January 1934, before me, HELLIE GRACE FRANTZ,
a Notary Public in and for the County of Los Angeles, State of Calif-
ornia, personally appeared J. C. LOU, known to me to be the President,
and EVERETT M. YORK, known to me to be the Secretary, of PALOS VERDES
HOMES ASSOCIATION the corporation that executed the within instrument,
known to me to be the persons who executed the within instrument on be-
half of the corporation therein named, and acknowledged to me that such
corporation executed the same.

WITNESS my hand and official seal.

Hellie Grace Frantz
Notary Public in and for the County

Exhibit 3:
Excerpts from
PROTECTIVE RESTRICTIONS PALOS VERDES
ESTATES"

deed recorded July 21st, 1926 by Bank of America,
"Declaration No. 25 Of Establishment" of "Local
Protective Restrictions, Conditions, Covenants,
Reservations, Liens, and Charges Affecting The Real
Property Known As TRACT 8652, MONTEMALAGA,
PALOS VERDES ESTATES, et al"
(includes Via Panorama).

Tract 7333 and Tract 8652
MONTEMALAGA

PROTECTIVE
RESTRICTIONS
PALOS VERDES
ESTATES

LOS ANGELES COUNTY
CALIFORNIA



GENERAL OFFICES
501 LANE MORTGAGE BUILDING
Eighth and Spring Streets
LOS ANGELES, CALIF.

**AMENDMENT NO. 10 TO DECLARATION NO. 20
OF ESTABLISHMENT**

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

**TRACT NO. 7330, MONTEMALAGA,
PALOS VERDES ESTATES**

AND

DECLARATION NO. 25 OF ESTABLISHMENT

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

**TRACT 8652, MONTEMALAGA,
PALOS VERDES ESTATES**

WHICH ARE SITUATED IN THE COUNTY OF LOS ANGELES,
IN THE STATE OF CALIFORNIA

DATED: JULY 21ST, 1926

(FILED OF RECORD, JULY 26, 1926, IN BOOK 6052, PAGE 85 ET SEQ., OF OFFICIAL RECORDS OF
LOS ANGELES COUNTY.)

DECLARATION, made this 21st day of July, 1926, by the 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 the owner of a certain tract of land in the County of Los Angeles, State of California, known as Tract 8652 of said County, as per map recorded May 27th, 1926, in Book 125, Pages 85 to 87, inclusive, 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, record in the office of said County Recorder, in Book 2360, Page 231, of Official Records, a certain Declaration of Establishment of Basic Protective Restrictions, et cetera, and said Bank of America as successor in interest to said Commonwealth Trust Company did on December 5th, 1923, record Amendment No. 1 thereto in Book 2940, Page 27, of Official Records, and on June 25th, 1924, Amendment No. 3 thereto in Book 4019, Page 274, of Official Records, in the office of said County Recorder, which said Declaration and Amendments are hereinafter together referred to as "Declaration No. 1," covering and applicable to certain property therein described; and

WHEREAS, said Bank of America did on the 24th day of March, 1924, record in Book 3168, Page 30, of Official Records of said County, Declaration No. 20 of Establishment of Local Protective Restrictions, et cetera, affecting Tract 7330 of said County, as per map recorded March 13th, 1924, in Book 90, Pages 37 to 39, inclusive, of Maps, in the office of said County Recorder, and on June 25th, 1924, did also record Amendment No. 3 thereto, in Book 4019, Page 274, of Official Records in the office of said County Recorder, which said Declaration and Amendment are hereinafter together referred to as "Declaration No. 20," for the purposes of this Amendment No. 10 and Declaration No. 25, and as relating to the property covered thereby, and

WHEREAS, said Bank of America did on the 27th day of May, 1926, record in Book 125, Pages 85 to 87, inclusive, of Maps in the office of said County Recorder, a resubdivision of Lots 13 and 14 in Block 1638, Lots 1 to 7 inclusive, in Block 1641, Lots 1 and 2 in Block 1650, Lots 1 and 2 in Block 1750, and Lot D, all in said Tract 7330 (together with portions of adjacent streets), said resubdivision being a part of that tract now known as said Tract 8652 of said County; and

elation as to their freedom from insect pests and plant disease. 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.

MODIFICATION OF BASIC RESTRICTIONS
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.

MODIFICATION OF OTHER RESTRICTIONS
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

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.

CONSTRUCTION AND VALIDITY OF RESTRICTIONS

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.

ASSIGNMENT OF POWERS

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

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. {
COUNTY OF LOS ANGELES. } ss

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)

Exhibit 4:
Bank of America Quit Claim
transferring all Parkland to the PVHA
recorded June 21, 1940
and **Resolution 12 of the PVECC**
accepting title of the Parklands
dated June 12, 1940
from the Minutes of PVE City Council

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association organized and existing under and by virtue of the laws of the United States of America, hereinafter for brevity called "bank", in consideration of the sum of \$10.00 to it in hand paid, receipt of which is hereby acknowledged, does hereby quit claim without warranty to PALOS VERDES HOMES ASSOCIATION, A California corporation, hereinafter for brevity called "grantee", all of its right, title and interest, including easements, rights of way, reversionary interests and interests of every nature in and to all that certain real property in the County of Los Angeles, State of California, described as follows:

Item 1. That portion of Lot B of Tract 4400, as per map recorded in Book 72, Pages 95 and 96 of Maps, records of said Los Angeles County, described as follows:

Commencing at the Easterly terminus of that certain course in the Southerly boundary of Tract 6882 as per map recorded in Book 76, Pages 20 and 21, of Maps, records of said Los Angeles County, having a length of 311.48 feet and a bearing of North 89° 43' 20" West, as shown on said map of Tract 6882, thence along said course North 89° 43' 20" West 106.20 feet to a point which is the true point of beginning of this description and also the Northeasterly corner of Lot V in Tract 6885, as per map recorded in Book 78, Pages 49 to 52 inclusive, of Maps, records of said Los Angeles County; thence along the said Southerly boundary of Tract 6882, South 89°43'20" East 106.20 feet to the beginning of a curve concave to the North and having a radius of 7796.53 feet; thence along said curve 1523.89 feet to the beginning of a curve concave to the North and having a radius of 3025.50 feet; thence along said curve 243.74 feet to the beginning of a curve concave to the South and having a radius of 1774.50 feet; thence along said curve 235.30 feet to the beginning of a curve concave to the South and having a radius of 4942.5 feet; thence along said curve 31.56 feet to the end thereof; thence due South 32.28 feet thence South 38° 18' 32" East 64.55 feet to an angle point in the Westerly boundary of Tract 6883, as per map recorded in Book 77, Pages 73 and 74, of Maps, records of said Los Angeles County; thence along the Westerly boundary of said Tract 6883, and of

Tract 10320, as per map recorded in Book 151, Pages 48 to 50 inclusive of Maps, records of said Los Angeles County, due South 222.46 feet and South 13° 54' West 100 feet to the most Westerly corner of Lot A of said Tract 10320; thence along the Southerly line of said Lot A and along the Southwesterly and Westerly line of Lot B of said Tract 10320 to the most Southwesterly corner thereof, which is a point on the Southerly boundary of said Lot B of Tract 4400; thence in a generally westerly and northwesterly direction, along the said southerly boundary of Lot B of Tract 4400, the Northeasterly and Northerly boundary of Tract 7540 as per map recorded in Book 104, Pages 56 to 59 inclusive, of Maps, records of said Los Angeles County, and the Easterly boundary of said Tract 6885, to the point of beginning, enclosing an area of 213.44 acres more or less.

Item 2. Lots J.V. and Y of Tract 6885, as per map recorded in Book 78, pages 49 to 52 inclusive, of Maps, records of said Los Angeles County; and the triangular portion of Lot 1 in Block 1712, of said tract, lying Northeast of a line drawn from the Northwesterly corner thereof to a point on the Easterly line thereof one hundred (100) feet Southerly of the Northeasterly corner thereof, comprising an area of 0.078 acre, more or less.

Item 3. Lots A and B of Tract 10320, as per map recorded in Book 151, pages 48 to 50 inclusive, of Maps, records of said Los Angeles County.

Item 4. Lot F of Tract 10624, as per map recorded in Book 163, Pages 7 to 9 inclusive of Maps, records of said Los Angeles County, except that portion thereof described as follows:

Beginning at the most westerly corner of Lot 2, in Block 2 of said Tract; thence along the Southerly line of said Lot 2 North 89° 48' 27" East 257.45 feet to the most westerly corner of Lot 1, in said Block; thence along the Westerly line of said Lot 1, South 22° 27' 40" East 65.04 feet; thence North 78° 08' 54" West 248.44 feet; thence South 87° 10' 06" West 69.87 feet; thence North 57° 16' 17" East 38.04 feet, more or less, to a point in the Westerly line of said Lot 2, distant thereon North 08° 43' East 9 feet from the most Westerly corner thereof; thence South 08° 43' West 9 feet to the point of beginning, enclosing an area of 0.189 acre, more or less.

It being the intent of bank to quitclaim all interests of every nature whatsoever to grantee in the above described property including any interest reserved to bank by reason of that certain trust indenture recorded July 5, 1923 in Book 2556, Page 61 of Official Records, in the office of the County Recorder of the County of Los Angeles, and any and all amendments thereto.

It is expressly understood and agreed that this quitclaim is made and executed by bank herein solely as trustee under that certain trust indenture hereinbefore referred to and that bank herein shall not in any manner nor to any extent whatsoever become personally responsible or liable for any damages, losses or expenses arising or sustained in connection with this quitclaim and further this transfer and quitclaim is made and accepted subject to all state and county taxes now a lien and now due and/or delinquent and without warranty on the part of bank herein of any kind or character, either express or implied.

In Witness Whereof, BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, has this 14th day of June, 1940, caused this instrument to be executed and its name and seal to be hereunto affixed by its Trust Officer and Assistant Trust Officer thereunto duly authorized.

BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION

By R. A. Wright, Trust Officer
By Grant J. Hoge, Assistant Trust Officer.

Consent to the execution of the foregoing deed is hereby given.
Dated June 14, 1940.

Oscar L. Willett, Trustor, Palos Verdes Project.

State of California, County of Los Angeles)ss.

On this 14th day of June, 1940, before me, M. Cupp, a Notary Public in and for said County and State, personally appeared R. A. Wright known to me to be the Trust Officer, and Grant J. Hoge, known to me to be the Assistant Trust Officer, of Bank of America National Trust and Savings Association, the association that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the association therein named, and acknowledged to me that such association executed the same.

Witness my hand and official seal.

(SEAL)

M. Cupp, Notary Public

in and for said County and State.

#1545, Copy of original recorded at request of Grantee, Jun 21, 1940, 3:23 P.M.

Copyist #14. Compared. Mame B. Beatty, County Recorder, by (signature)

T. M. Miller (153) Deputy.

\$2.10-16-P.

RESOLUTION #12

*Bl 17615
Pg. 163
6-14-40*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALOS VERDES ESTATES, CALIFORNIA AUTHORIZING THE CITY TO ACCEPT TITLE TO THE PARK PROPERTIES AND TO ACCEPT TITLE TO THOSE CERTAIN LOTS DESCRIPTION TO WHICH IS ATTACHED AND HEREWITH INCORPORATED BY REFERENCE AND AUTHORIZING THE CITY ATTORNEY TO RECORD THE SAME. *AND TO PETITION THE COUNTY BOARD OF SUPERVISORS TO CANCEL THE DELINQUENT TAXES AND TAX DEEDS.

The City Council of the City of Palos Verdes Estates do ordain as follows:-

Section 1 That the City Council of the City of Palos Verdes Estates hereby accept the grant deeds and quit claim deeds description of which is attached.

Section 2 That the City Attorney is hereby authorized to record the above mentioned deeds with the County Recorder.

Section 3 That the City Attorney is hereby authorized to Petition the Board of Supervisors to direct the cancellation of the Tax Deeds now in the name of the State of California.

Section 4 The City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the Book of original Resolutions of said City; shall make a minute of the passage and adoption thereof in the records of the proceedings of said City Council and in the minutes of the meeting at which the same is passed and adopted.

Passed and adopted this 12th day of June, 1940.

(SEAL)

H. F. B. Roessler
Mayor of the City of Palos Verdes
Estates, California

Attest:

Seymour F. Bergstrom
City Clerk of the City of
Palos Verdes Estates, Calif.

State of California County of Los Angeles City of Palos Verdes Estates) ss

I, Seymour F. Bergstrom, City Clerk of the City of Palos Verdes Estates, California, do hereby certify that the whole number of City Council is five; that the foregoing resolution, being Resolution No. 12 was duly passed and adopted by said City Council, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a Special Meeting of said City Council held on the 12th day of June, 1940, and that the same was so passed and adopted by the following votes: Ayes: Councilmen Reeder, Smith, Sadler and Mayor Roessler. Noes: None Absent: Councilman Bray.

Witness my hand and seal of said City this 12th day of June, 1940.

(SEAL)

Seymour F. Bergstrom
City Clerk of the City of
Palos Verdes Estates, California.

(1)

Palos Verdes Homes Association, a California corporation, in consideration of Ten Dollars (\$10.00) to it in hand paid, receipt of which is hereby acknowledged, does hereby Grant to the City of Palos Verdes Estates, a municipal corporation of the sixth class of the State of California, its successors and assigns, that certain real property in the County of Los Angeles, State of California, hereinafter referred to as "said realty", described as follows:
Item 1. Lots J, V and Y of Tract 6885, as per map recorded in Book 78, pages 49 to 52 inclusive, of Maps, records of said Los Angeles County, and that portion of Lot B of Tract 4400, as per map recorded in Book 72, pages 95 and 96 of Maps, records of said Los Angeles County, described as follows (with the exceptions hereinafter described in paragraphs (a) and (b) hereof): Commencing at the Easterly terminus of that certain course in the Southerly boundary of Tract 6882, as per map recorded in Book 76, pages 20 and 21 of Maps, records of said Los Angeles County, having a length of 311.48 feet and a bearing of North 89° 43' 20" West, as shown on said map of Tract 6882; thence along said course North 89° 43' 20" West 106.20 feet to a point which is the true point

of beginning of this description and also the Northeasterly corner of Lot V in Tract 6885, as per map recorded in Book 78, pages 49 to 52 inclusive, of Maps, records of said Los Angeles County; thence along the said Southerly boundary of Tract 6882, South $89^{\circ} 43' 20''$ East 106.20 feet to the beginning of a curve concave to the North and having a radius of 7796.53 feet; thence along said curve 1523.89 feet to the beginning of a curve concave to the North and having a radius of 3025.50 feet; thence along said curve 243.74 feet to the beginning of a curve concave to the South and having a radius of 1774.50 feet; thence along said curve 235.30 feet to the beginning of a curve concave to the South and having a radius of 4942.5 feet; thence along said curve 31.56 feet to the end thereof; thence due South 32.28 feet; thence South $38^{\circ} 18' 32''$ East 64.55 feet to an angle point in the Westerly boundary of Tract 6883, as per map recorded in Book 77, pages 73 and 74, of Maps, records of said Los Angeles County; thence along the Westerly boundary of said Tract 6883 and of Tract 10320, as per map recorded in Book 151, pages 48 to 50 inclusive, of Maps, records of said Los Angeles County, due South 222.46 feet and South $13^{\circ} 54'$ West 100 feet to the most Westerly corner of Lot A of said Tract 10320; thence along the Southerly line of said Lot A and along the Southwesterly and Westerly line of Lot B of said Tract 10320 to the most Southwesterly corner thereof, which is a point on the Southerly boundary of said Lot B of Tract 4400; thence in a generally Westerly and Northwesterly direction, along the said Southerly boundary of Lot B of Tract 4400, the Northeasterly and Northerly boundary of Tract 7540, as per map recorded in Book 104, pages 56 to 59 inclusive, of Maps, records of said Los Angeles County, and the Easterly boundary of said Tract 6885, to the point of beginning, enclosing an area of 213.44 acres, more or less.

(a) Except those portions of said Lots J, V and Y of Tract 6885 and of said Lot B of Tract 4400, described as follows: Beginning at a point in the Southwesterly boundary of said Lot J which is South $38^{\circ} 25' 00''$ East thereon 16.51 feet from the Northerly boundary of said Lot J; thence South $58^{\circ} 25' 00''$ East 72.89 feet to the beginning of a curve concave to the Northeast,

tangent to said last-mentioned course and having a radius of 350 feet; thence Southeasterly along said curve 27.65 feet to the beginning of a curve concave to the North, tangent to said last-mentioned curve and having a radius of 115 feet; thence Easterly along said last-mentioned curve 100.15 feet to the beginning of a curve concave to the South, tangent to said last-mentioned curve and having a radius of 1140 feet; thence Easterly along said last-mentioned curve 325.89 feet; thence North $83^{\circ} 32' 24''$ East 126.12 feet to the Southerly boundary of Tract 6882, as per map recorded in Book 76, pages 20 and 21 of Maps, records of said Los Angeles County; thence Easterly along the boundary of said Tract 6882 and following the same in all its various courses to the Northerly terminus of that certain course in the most Westerly boundary of Tract 6883, as per map recorded in Book 77, pages 73 and 74 of Maps, records of said Los Angeles County, having a bearing due North and a length of 222.46 feet, as shown on said map; thence South along said most Westerly boundary 62.16 feet to the beginning of a curve concave to the South and having a radius of 4793.50 feet, a radial line of said curve to said beginning thereof bearing North $07^{\circ} 19' 41''$ West; thence Westerly along said last-mentioned curve 51.15 feet to the beginning of a curve concave to the South, tangent to said last-mentioned curve and having a radius of 1625.50 feet; thence Westerly along said last-mentioned curve 215.54 feet to the beginning of a curve concave to the North, tangent to said last-mentioned curve and having a radius of 3174.50 feet; thence Westerly along said last-mentioned curve 150.29 feet to the beginning of a curve concave to the South and having a radius of 2550 feet, a radial line of said curve to said beginning thereof bearing North $05^{\circ} 32' 53''$ East; thence Easterly along said last-mentioned curve 371.71 feet; thence South $76^{\circ} 06' 00''$ East 42.47 feet to the Southerly terminus of the above described course having a bearing due North and a length of 222.46 feet; thence South $13^{\circ} 54' 00''$ West along the Westerly boundary of said Tract 6883, 80 feet; thence North $76^{\circ} 06' 00''$ West 42.47 feet to the beginning of a curve concave to the South, tangent to said last-mentioned course and having a radius of 2470 feet; thence Westerly along said last-mentioned curve 658.86 feet; thence South $88^{\circ} 37' 00''$ West

77.80 feet to the beginning of a curve concave to the North and having a radius of 7945.53 feet, a radial line of said last-mentioned curve to said beginning thereof bearing South 08°51'57" East; thence Westerly along said last-mentioned curve 1131.25 feet; thence South 83°32'24" West 559.06 feet to the beginning of a curve concave to the South, tangent to said last-mentioned course and having a radius of 940 feet; thence Westerly along said last-mentioned curve 338.21 feet; thence South 71°07'38" West 210.28 feet to a line that is parallel with and 10 feet Southeasterly, measured at right angles, from the line bearing South 62°55'30" West in the Northwesterly boundary of said Lot J of Tract 6885, as shown on said map of said tract; thence South 62° 55' 30" West along said parallel line, 221.39 feet to the Southwesterly line of said Lot J; thence Northerly, Northeasterly and Northerly along the boundary of said Lot J, to the point of beginning; enclosing an area of 1.41 acres, more or less, within the boundaries of said Lot J, and 2.19 acres, more or less, within the boundaries of said Lot V, and 0.50 acre, more or less, within the boundaries of said Lot Y, all in said Tract 6885; and enclosing also an area of 8.46 acres, more or less, within the boundaries of said Lot B of Tract 4400.

(b) Also, except those portions of said Lot B of Tract 4400, described as follows (the basis of bearings is "East", being the bearing of the Southerly line of said Lot B, extending from the angle point marked "B" to the angle point marked "A", as shown on said map of Tract 4400): (1) Commencing at said angle point marked "B"; thence North 85° 38' 27" East 3888.87 feet to the true point of beginning of this description; thence North 26° 20' 50" West 48 feet; thence North 47° 39' 25" East 31.21 feet; thence North 63° 39' 10" East 16 feet; thence South 26° 20' 50" East 56.60 feet; thence South 63° 39' 10" West 46 feet, more or less, to the point of beginning, enclosing an area of 0.057 acre, more or less.

(2) Commencing at said angle point marked "B"; thence North 86° 31' 38" East 3942.44 feet to the true point of beginning of this description; thence North 26° 20' 50" West 40 feet; thence North 63° 39' 10" East 65 feet; thence South 26° 20' 50" East 50 feet; thence South 72° 23' 56" West 65.76 feet, more or less, to the point of beginning, enclosing an area of 0.067 acre, more or less.

(3) That portion of said Lot B of Tract 4400 which is included within a circle having a radius of 85.60 feet, the center point of said circle bearing North 86° 48' 14" East 1965.79 feet from said angle point marked "B"; enclosing an

area of 0.53 acre, more or less.

Item 2. The triangular portion of Lot 1 in Block 1712 of Tract 6885, as per map recorded in Book 78, pages 49 to 52 inclusive, of Maps, records of said Los Angeles County, lying Northeast of a line drawn from the Northwesterly corner thereto to a point on the Easterly line thereof one hundred (100) feet Southerly of the Northeasterly corner thereof, comprising an area of 0.078 acre, more or less.

Item 3. Lots A and B of Tract 10320, as per map recorded in Book 151, pages 48 to 50 inclusive, of Maps, records of said Los Angeles County. Excepting and reserving therefrom any and all streets, alleys, walks, roads and/or highways abutting or adjoining said realty and all land within or under same, and the easements and rights-of-way hereinafter referred to. It is the express intention of the parties hereto that title to all land under or within all streets, alleys, walks, roads and/or highways abutting or adjoining said realty is reserved unto the Grantor herein, its successors and assigns, and the Grantee herein acquires no interest therein by virtue of this deed.

This conveyance is made and accepted and said realty is hereby granted, subject to State and County taxes now a lien and now due and/or delinquent and to any and all rights and easements of record, but without warranty on the part of the Grantor herein of any kind or character, either express or implied, as to any matters not contained or referred to herein; and upon and subject to each of the following provisions, conditions, restrictions and covenants, to-wit:

1. The express condition that the Grantor herein is not responsible or liable, in any way, for any inducement, representation, agreement, condition or stipulation not set forth herein, or in deeds of record heretofore conveying said realty and rights and easements applicable thereto, or in the Declarations of Restrictions hereinafter mentioned. 2. Each and every provision, condition, restriction, reservation, lien, charge, easement and covenant contained in the Declaration of Establishment of Basic Protective Restrictions executed by Commonwealth Trust Company, as owner, recorded in Book 2360, page 231 of Official Records of said Los Angeles County, and Amendments Nos. 1 and 3 thereto (executed by Bank of America, successor in interest to said Commonwealth Trust Company),

recorded in Book 2940, page 27 and in Book 4019, page 274, respectively, of said Official Records; and in Declaration No. 5 of Establishment of Local Protective Restrictions, executed by said Bank of America and recorded in Book 2863, page 364 of said Official Records; and in Amendments Nos. 3 and 6 to said Declaration No. 5, executed by said Bank of America and recorded in Book 4019, page 274 and in Book 5583, page 28, respectively, of said Official Records; and in Amendment No. 80 to said Declaration No. 5, executed by Palos Verdes Estates, Inc. and recorded in Book 16565, page 183 of said Official Records; and in that certain conveyance executed by said Bank of America to Grantor herein and recorded in Book 3400, page 279 of said Official Records, whereby there was established a general plan for the improvement and development of said realty and other property described and/or referred to in said Declarations of Restrictions, and provisions, conditions, restrictions, reservations, liens, charges, easements and covenants were fixed, including the establishment, maintenance and operation of Palos Verdes Homes Association, a California corporation, and of the Art Jury as therein provided, subject to which said property and/or all parcels thereof should be sold and conveyed and all of said provisions, conditions, restrictions, reservations, liens, charges, easements and covenants are hereby made a part of this conveyance and expressly imposed upon said realty as fully and completely as if herein set forth in full.

3. That, except as hereinafter provided, said realty is to be used and administered forever for park and/or recreation purposes only (any provisions of the Declarations of Restrictions above referred to, or of any amendments thereto, or of any prior conveyances of said realty, or of any laws or ordinances of any public body applicable thereto, to the contrary notwithstanding), for the benefit of the (1) residents and (2) non-resident property owners within the boundaries of the property heretofore commonly known as "Palos Verdes Estates" (that is to say, within the boundaries of the Grantee municipality, of Tracts 6881 and 9302 of said Los Angeles County, and of any other property that may be under the jurisdiction of said Palos Verdes Homes Association), under such regulations consistent with the other

conditions set forth in this deed as may from time to time hereafter be established by said municipality or other body suitably constituted by law to take, hold, maintain and regulate public parks, for the purpose of safeguarding said realty and any vegetation and/or improvements thereon from damage or deterioration, and for the further purpose of protecting the residents of said Palos Verdes Estates from any uses of or conditions in or upon said realty which are, or may be, detrimental to the amenities of the neighborhood; except that said realty may be used for the operation of a golf course and club house, with the usual appurtenances thereof; provided, (a) That any portion of said realty, title to which is acquired by the United States of America, the State of California, or by any public authority, and which is used for governmental purposes, may with the written approval of the owner of the reversionary rights provided for herein, and the Art Jury, be specifically exempted from this provision requiring exclusive use thereof for park and/or recreation purposes. (b) That the easement is specifically reserved to Palos Verdes Homes Association and its successors in interest to establish and maintain such reasonable number of water mains and other public utilities as to it may seem advisable in and over said realty in a manner not inconsistent with the purposes for which said realty is hereby conveyed. (c) That rights-of-way for road purposes are reserved upon and across that portion of Lot B of Tract 4400 hereinabove described in Item 1 of said realty to provide access to Lot A of Tract 9822, as per map recorded in Book 139, pages 45 to 47 inclusive, of Maps, records of said Los Angeles County (over which lot further rights-of-way continue to Via Campesina), from properties of the Palos Verdes Water Co., as follows: (1) from two parcels of land whose location is described in paragraphs (1) and (2) of exception (b) under said Item 1 and upon which are located "Pump House No. 4" and "Pump House No. 8", respectively; and (2) from a parcel of land, whose location is described in paragraph (3) of exception (b) under said Item 1 and upon which is located the "No. 1 Main Reservoir". (d) (1) That non-exclusive easements are reserved to Southern California Edison Co., Ltd. for the use, maintenance and replacement of one line of poles with the usual appurtenances, to be used for conveying electric energy, in and over said Lot V

of Tract 6885 and along the Northerly line of said Lot 1 in Block 1712 of said tract, as per deeds dated January 28, 1925 and February 6, 1925 from Grantor herein to said Edison Co.; and also in the neighborhood of the Northeasterly corner of said Lot 1 in Block 1712, and in and over that portion of Lot B of Tract 4400 hereinabove described in Item 1 of said realty, as per deed dated March 18, 1927 from Grantor herein to said Edison Co.

(2) That non-exclusive easements are reserved to Southern California Edison Co., Ltd. for the use, maintenance and replacement of an underground conduit system, to be used for conveying electric energy, in and over that portion of Lot B of Tract 4400 hereinabove described in Item 1 of said realty, as per deeds dated June 10, 1927 and September 7, 1932 from Grantor herein to said Edison Co.

(3) That non-exclusive easements are reserved to Associated Telephone Co., Ltd. for the use, maintenance and replacement of an underground telephone conduit system, in and over that portion of Lot B of Tract 4400 hereinabove described in Item 1 of said realty, as per deed dated October 3, 1929 from Grantor herein to said Telephone Co.

(4) That a non-exclusive right-of-way and easement is reserved to Associated Telephone Co., Ltd. for the construction, maintenance and operation of telephone conduits, cables and wires, together with the necessary appurtenances thereto and the right of entry to said easement, in and over a six (6) foot strip of land lying three (3) feet on either side of the following center line: Beginning at a point on the Northerly line of Via Tejon, as shown on said map of Tract 6885, which point is the intersection of said Northerly line with a line bearing North 14° 44' 25" West from the Northeasterly corner of Lot 1 in Block 1710 of said tract; thence along said line bearing North 14° 44' 25" West, across Lots V, Y and J of said tract to a point in the Southeasterly line of Palos Verdes Drive, said Southeasterly line being that course bearing South 71° 07' 38" West and having a length of 210.28 feet, in the latter part of the description of exception (a) under Item 1 of said realty.

(e) That the buildings and appurtenances of the Palos Verdes Country Club located on said realty, with or without the golf course appurtenant thereto, may be leased to a private operator or operators, and the privileges thereof shall always be available to the property owners, both resident and non-resident, of said Palos Verdes Estates, as above delimited, on at least as favorable terms as are granted to the most favored members and/or patrons of said Country Club.

4. That, except as provided above, no buildings, structures or concessions shall be erected, maintained or permitted upon said realty, except such as are properly incidental to the convenient and/or proper use of said realty for park and/or recreation purposes.

5. That, except as provided in paragraph 3 hereof, said realty shall not be sold or conveyed, in whole or in part, by the Grantee herein except subject to the conditions, restrictions and reservations set forth and/or referred to herein and except to a body suitably constituted by law to take, hold, maintain and regulate public parks; provided, that portions of said realty may be dedicated to the public for parkway and/or street purposes.

6. That said municipality or other body having jurisdiction may, by and with the written approval of Palos Verdes Art Jury first obtained, permit the owner of a lot abutting on said realty to construct and/or maintain paths, steps and/or other landscape improvements, as a means of egress from and ingress to said lot or for the improvement of views therefrom, in such a manner and for such length of time and under such rules and regulations as will not, in the opinion of said municipality or other body and of Palos Verdes Art Jury, impair or interfere with the use and maintenance of said realty for park and/or recreation purposes, as hereinbefore set forth.

7. That none of the conditions, restrictions, covenants and reservations set forth in paragraphs 3 to 6, inclusive, hereof may be changed or modified by the procedure established in Section 3 of Article VI of said Declaration of Establishment of Basic Protective Restrictions and in Section 9 of said Declaration No. 5 of Establishment of Local Protective Restrictions. Provided, that a breach of any of the provisions, conditions, restrictions, reservations, liens, charges and covenants set forth in paragraphs 2 to 7, inclusive, hereof shall cause said realty to revert to the Grantor

herein, or its successor in interest, as owner of the reversionary rights herein provided for, and the disincorporation of the Grantee herein as a municipality or the dissolution of said body referred to in paragraph 5 hereof (in the event of the transfer of any of said realty thereto) shall in like manner cause said realty to revert to the Grantor herein or its successor in interest, and the owner of such reversionary rights shall have the right of immediate reentry upon said realty in the event of any such breach and in the event of such disincorporation or dissolution, and, as to each lot and/or parcel owner of said property or other property described and/or referred to in said Declarations of Restrictions, the said provisions, conditions, restrictions, reservations, liens, charges and covenants shall be covenants running with the land, and the breach of any thereof or the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by the Grantor herein or its successors in interest, or by such other lot or parcel owner, and/or by any other person or corporation designated in said Declarations of Restrictions. Provided, Also, that by the acceptance of this conveyance the Grantee agrees with the Grantor that the reservations, provisions, conditions, restrictions, liens, charges and covenants herein set forth or mentioned are a part of the general plan for the improvement and development of the property described and/or referred to in said Declarations of Restrictions, and are for the benefit of all of said property as described and/or referred to and each owner of any 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 parties hereto, 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.

In Witness Whereof, Palos Verdes Homes Association has caused this deed to be duly executed, by its officers thereunto duly authorized, this 14th day of June, 1940.

(Seal)

| | |
|--------------------------------|----------------|
| Palos Verdes Homes Association | |
| Val E. Miltenberger | Vice-President |
| Everett M. York | Secretary |

The Park and Recreation Board of Palos Verdes Homes Association hereby expressly approves and consents to the execution of the foregoing deed.

Hammond Sadler Chairman

State of California County of Los Angeles) ss: On this 14 day of June 1940,
before me, Lillian Throne, a Notary Public in and for said County, personally
appeared ~~Hirte-Br-Bray~~ Val E. Miltenberger, known to me to be the Vice president,
and Everett M. York, known to me to be the Secretary, of Palos Verdes Homes
Association, 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.
Witness my hand and official seal.

(Seal)

Lillian Throne Notary Public
in and for the County of Los Angeles,
State of California. My Commission
Expires December 1, 1940.

Exhibit 5:
Transfer of Parkland
from PVHA
to City of Palos Verdes Estates
in Book 17615 Page 163 Doc #963
Recorded 6/24/40

8652

LOT A BLOCK TRACT 9652

| H. A. DOC. | FROM | TO | RECORDING DATE | BOOK | PAGE | NOTES |
|---------------|-----------------|-----------------|----------------------------------|-------|------|---|
| 28.1 | BANK OF AMERICA | P. V. H. A. | 10-6-30 | 10326 | 268 | EXCEPT PORTION |
| 30 | BANK OF AMERICA | P. V. H. A. | 1-22-31 | 10494 | 360 | EXCEPT PORTION PARKS & RECREATION |
| 30.1 | BANK OF AMERICA | P. V. H. A. | AGREEMENT BETWEEN DATED 12-30-30 | | | RE: PORTION |
| 32 | P. V. H. A. | BANK OF AMERICA | 4-7-31 | 10701 | 356 | PORTION ADJACENT LOT 6, BLOCK 1732, TRACT 8652 |
| 33.1 | BANK OF AMERICA | P. V. H. A. | AGREEMENT BETWEEN DATED 7-24-31 | | | RE: PORTION |
| 53 | BANK OF AMERICA | P. V. H. A. | DOCUMENT DATED 1940 | | | EXCEPT PORTION - REVERSIONARY RIGHTS |
| 54 | P. V. H. A. | CITY OF P.V.E. | 6-24-40 | 17615 | 163 | EXCEPT PORTION |

✓

(8) PNR

54

7
Orig. Doc. Recorded: 6-24-40
Book: 17615
Page: 163
Doc. # 963

JUN 11 1940

PALOS VERDES HOMES ASSOCIATION, a California corporation,
in consideration of Ten Dollars (\$10.00) to it in hand paid, receipt
of which is hereby acknowledged, does hereby GRANT TO

the CITY OF PALOS VERDES ESTATES,

a municipal corporation of the sixth class of the State of California,
its successors and assigns, that certain real property in the County
of Los Angeles, State of California, hereinafter referred to as "said
realty", described as follows:

Item 1. Lot H of Tract 7142, as per map recorded in
Book 82, pages 83 and 84 of Maps, records of said Los Angeles
County.

Item 2. Lot C of Tract 7330, as per map recorded in
Book 90, pages 37 to 39 inclusive, of Maps, records of said
Los Angeles County.

Item 3. Lots A, C and D of Tract 7333, as per map re-
corded in Book 113, pages 72 to 75 inclusive, of Maps, records
of said Los Angeles County.

Item 4. (a) Lots A, D, E and F of Tract 7334, as per
map recorded in Book 150, pages 12 to 16 inclusive, of Maps,
records of said Los Angeles County.

(b) Lot B of said Tract 7334, except that
portion thereof described as follows (the basis of bearings is
North 43°38'00" West, being the bearing of the Southwesterly
line of Lot 6 of Block 7 of said tract):

That portion of said Lot B of Tract 7334 which
is included within a circle having a radius of 40 feet,
the center point of said circle bearing North 63°43'40"
West 181.76 feet from the most Southerly corner of said
Lot 6; enclosing an area of 0.115 acre, more or less.

Item 5. Lots B, C, H and J of Tract 7538, as per map
recorded in Book 148, pages 64 to 69 inclusive, of Maps, records
of said Los Angeles County.

Item 6. Lots A, D, E, F, G and H of Tract 8043, as per map recorded in Book 148, pages 78 to 82 inclusive, of Maps, records of said Los Angeles County.

Item 7. (a) Lots B and D of Tract 8652, as per map recorded in Book 135, pages 85 to 87 inclusive, of Maps, records of said Los Angeles County.

(b) Lot A of said Tract 8652, except those portions thereof described as follows:

(1) Beginning at the most Westerly corner of Lot 11 of Block 1733 of said tract; thence North 17°00'00" East along the Westerly line thereof, 75 feet; thence North 51°00'00" East along the Northwesterly line thereof, 175 feet to the most Northerly corner thereof; thence due West 130 feet; thence South 59°00'00" West 50.5 feet; thence South 02°01'45" West 153.12 feet, more or less, to a point in the Southerly line of said Lot A and in the Northerly line of Via Panorama, as shown on said map of said tract, being a point in a curve concave to the West and having a radius of 65 feet; thence Easterly along said curve a distance of 21 feet to the point of beginning, enclosing an area of 0.306 acre, more or less.

(2) Beginning at the Northerly corner of Lot 6 of Block 1732 of said tract; thence along the Northwest-erly prolongation of the Northeasterly line of said Lot 6, North 42°18'30" West 70 feet; thence South 47°48'30" West 63 feet; thence South 12°59'40" West 143.80 feet, more or less, to the Westerly corner of said Lot 6; thence along the Northwesterly line thereof North 43°38'25" East 192.11 feet to the point of beginning, enclosing an area of 0.219 acre, more or less.

Item 8. Lot 1 of Block 1 of Tract 10716, as per map recorded in Book 169, pages 40 and 41 of Maps, records of said Los Angeles County.

Excepting and reserving therefrom any and all streets, alleys, walks, roads and/or highways abutting or adjoining said realty and all land within or under same, and the easements and rights-of-way hereinafter referred to. It is the express intention of the parties hereto that title to all land under or within all streets, alleys, walks, roads and/or highways abutting or adjoining said realty is reserved unto the Grantor herein, its successors and assigns, and the Grantee herein acquires no interest therein by virtue of this deed.

This conveyance is made and accepted and said realty is hereby granted, subject to State and County taxes now a lien and now due and/or delinquent and to any and all rights and easements of record, but without warranty on the part of the Grantor herein of

any kind or character, either express or implied, as to any matters not contained or referred to herein; and upon and subject to each of the following provisions, conditions, restrictions and covenants, to-wit:

1. The express condition that the Grantor herein is not responsible or liable, in any way, for any inducement, representation, agreement, condition or stipulation not set forth herein, or in deeds of record heretofore conveying said realty and rights and easements applicable thereto, or in the Declarations of Restrictions hereinafter mentioned.

2. Each and every provision, condition, restriction, reservation, lien, charge, easement and covenant contained in the Declaration of Establishment of Basic Protective Restrictions executed by Commonwealth Trust Company, as owner, recorded in Book 2380, page 831 of Official Records of said Los Angeles County, and Amendments Nos. 1 and 3 thereto (executed by Bank of America, successor in interest to said Commonwealth Trust Company), recorded in Book 2940, page 27 and in Book 4019, page 274, respectively, of said Official Records; and in Declaration No. 4, recorded in Book 2966, page 248; in Declaration No. 20, recorded in Book 3168, page 30, in Declaration No. 23, recorded in Book 5190, page 30, in Declaration No. 24, recorded in Book 7188, page 349, and in Declaration No. 25, recorded in Book 8052, page 36, of said Official Records (said Declarations having been executed by said Bank of America); and in Amendment No. 3 to said Declarations Nos. 4 and 20, recorded in Book 4019, page 274, and in Amendment No. 6 to said Declaration No. 23, recorded in Book 3383, page 28, of said Official Records (said Amendments Nos. 3 and 6 having been executed by said Bank of America); and in Amendment No. 55 to said Declaration No. 25, executed by Palos Verdes Estates, Inc. and recorded in Book 14343, page 215 of said Official Records; and in Amendment No. 56 to said Declaration No. 24, executed by said Palos Verdes Estates, Inc. and Grantor herein, and recorded in Book 14727, page 287 of said Official Records; and in that certain conveyance executed by said Bank of America to Grantor herein and recorded in Book 3400, page 279 of said Official Records; and in those certain conveyances executed by Bank of America National Trust and Savings Association to Grantor herein and recorded in Book 10494, page 380, in Book 11805, page 184, in Book 13800, page 308 and in Book 14123, page 368 of said Official Records, whereby there was established a general plan for the improvement and development of said realty and other property described and/or referred to in said Declarations of Restrictions, and provisions, conditions, restrictions, reservations, liens, charges, easements and covenants were fixed, including the establishment, maintenance and operation of Palos Verdes Homes Association, a California corporation, and of the Art Jury as therein provided, subject to which said property and/or all parcels thereof should be sold and conveyed and all of said provisions, conditions, restrictions, reservations, liens, charges, easements and covenants are hereby made a part of this conveyance and expressly imposed upon said realty as fully and completely as if herein set forth in full.

3. That, except as hereinafter provided, said realty is to be used and administered forever for park and/or recreation purposes only (any provisions of the Declarations of Restrictions above referred to, or of any amendments thereto, or of any prior conveyances of said realty, or of any laws or ordinances of any public body applicable thereto, to the contrary notwithstanding), for the benefit of the (1) residents and (2) non-resident property owners within the boundaries of the property heretofore commonly known as "Palos Verdes Estates" (that is to say, within the boundaries of the Grantee municipality, of Tracts 8881 and 9302 of said Los Angeles County, and of any other property that may be under the jurisdiction of said Palos Verdes Homes Association), under such regulations consistent with the other conditions set forth in this deed as may from time to time hereafter be established by said municipality or other body suitably constituted by law to take, hold, maintain and regulate public parks, for the purpose of safeguarding said realty and any vegetation and/or improvements thereon from damage or deterioration, and for the further purpose of protecting the residents of said Palos Verdes Estates from any uses of or conditions in or upon said realty which are, or may be, detrimental to the amenities of the neighborhood; provided,

(a) That any portion of said realty, title to which is acquired by the United States of America, the State of California, or by any public authority, and which is used for governmental purposes, may with the written approval of the owner of the reversionary rights provided for herein, and the Art Jury, be specifically exempted from this provision requiring exclusive use thereof for park and/or recreation purposes.

(b) That the easement is specifically reserved to Palos Verdes Homes Association and its successors in interest to establish and maintain such reasonable number of water mains and other public utilities as to it may seem advisable in and over said realty in a manner not inconsistent with the purposes for which said realty is hereby conveyed, except that under the terms of this easement Bank of America National Trust and Savings Association shall be allowed, without further approval, to establish and maintain such utilities in and over said realty as an incident of the development of neighboring property.

(c) That rights-of-way for road purposes are reserved upon and across said Lot H of Tract 7148 to provide access to Via Rincon from "No. 5 Reservoir" of the Palos Verdes Water Co. located to the northward of said Lot H; and upon and across said Lot B of Tract 7354 to provide access to Via Zurita from "No. 6 Reservoir" of said Water Co. whose location is described in the exception under Item 4 (b) of said realty.

(d)(1) That a non-exclusive easement is reserved to Southern California Edison Co., Ltd. for the use, maintenance and replacement of one line of poles with the usual appurtenances, to be used for conveying elec-

tric energy, in and over said Lot C of Tract 7330, as per deed dated February 18, 1925 from Grantor herein to said Edison Co.

(2) That a non-exclusive easement is reserved to Southern California Edison Co., Ltd. for the use, maintenance and replacement of an underground conduit system, to be used for conveying electric energy, in and over said Lot C of Tract 7330, as per deed dated June 10, 1927 from Grantor herein to said Edison Co.

(3) That a non-exclusive easement is reserved to Associated Telephone Co., Ltd. for the use, maintenance and replacement of an underground telephone conduit system, in and over said Lot C of Tract 7330, as per deed dated October 3, 1928 from Grantor herein to said Telephone Co.

4. That, except as provided above, no buildings, structures or concessions shall be erected, maintained or permitted upon said realty, except such as are properly incidental to the convenient and/or proper use of said realty for park and/or recreation purposes.

5. That, except as provided in paragraph 3 hereof, said realty shall not be sold or conveyed, in whole or in part, by the Grantee herein except subject to the conditions, restrictions and reservations set forth and/or referred to herein and except to a body suitably constituted by law to take, hold, maintain and regulate public parks; provided, that portions of said realty may be dedicated to the public for parkway and/or street purposes.

6. That said municipality or other body having jurisdiction may, by and with the written approval of Palos Verdes Art Jury first obtained, permit the owner of a lot abutting on said realty to construct and/or maintain paths, steps and/or other landscape improvements, as a means of egress from and ingress to said lot or for the improvement of views therefrom, in such a manner and for such length of time and under such rules and regulations as will not, in the opinion of said municipality or other body and of Palos Verdes Art Jury, impair or interfere with the use and maintenance of said realty for park and/or recreation purposes, as hereinbefore set forth.

7. That none of the conditions, restrictions, covenants and reservations set forth in paragraphs 3 to 6, inclusive, hereof may be changed or modified by the procedure established in Section 3 of Article VI of said Declaration of Establishment of Basic Protective Restrictions, in Section 9 of said Declarations Nos. 4, 20, 23 and 24 of Establishment of Local Protective Restrictions, and in Section 10 of said Declaration No. 25 of Establishment of Local Protective Restrictions.

PROVIDED, that a breach of any of the provisions, conditions, restrictions, reservations, liens, charges and covenants set forth in paragraphs 2 to 7, inclusive, hereof shall cause said realty to revert to the Grantor herein, or its successor in interest, as owner of the reversionary rights herein provided for, and the disincorporation of

the Grantee herein as a municipality or the dissolution of said body referred to in paragraph 5 hereof (in the event of the transfer of any of said realty thereto) shall in like manner cause said realty to revert to the Grantor herein or its successor in interest, and the owner of such reversionary rights shall have the right of immediate reentry upon said realty in the event of any such breach and in the event of such disincorporation or dissolution, and, as to each lot and/or parcel owner of said property or other property described and/or referred to in said Declarations of Restrictions, the said provisions, conditions, restrictions, reservations, liens, charges and covenants shall be covenants running with the land, and the breach of any thereof or the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by the Grantor herein or its successors in interest, or by such other lot or parcel owner, and/or by any other person or corporation designated in said Declarations of Restrictions.

PROVIDED, ALSO, that by the acceptance of this conveyance the Grantee agrees with the Grantor that the reservations, provisions, conditions, restrictions, liens, charges and covenants herein set forth or mentioned are a part of the general plan for the improvement and development of the property described and/or referred to in said Declarations of Restrictions, and are for the benefit of all of said property as described and/or referred to and each owner of any 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 parties hereto, 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.

IN WITNESS WHEREOF, PALOS VERDES HOMES ASSOCIATION has caused this deed to be duly executed, by its officers thereunto duly authorized, this ^{14th} day of June 1940.

PALOS VERDES HOMES ASSOCIATION

The Park and Recreation Board of Palos Verdes Homes Association hereby expressly approves and consents to the execution of the foregoing deed.

Val E. Wittenberger
President

Forrest
Secretary

Chairman
Chairman

STATE OF CALIFORNIA }
 COUNTY OF LOS ANGELES } ss:

On this 14 day of June 1940, before me, Lillian Throne, a Notary Public in and for said County, personally appeared ^{Val E} ~~Uria B.~~ Bray, known to me to be the ^{President} ~~President~~, and Everett M. York, known to me to be the Secretary, of Palos Verdes Homes Association, 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.

Witness my hand and official seal.

Lillian Throne
 Notary Public in and for the
 County of Los Angeles,
 State of California

My Commission Expires Dec. 1, 1940.