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Attorney for Plaintiffs
**CITIZENS FOR ENFORCEMENT OF
PARKLAND COVENANTS and JOHN A.
HARBISON**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

**CITIZENS FOR ENFORCEMENT OF
PARKLAND COVENANTS and JOHN
A. HARBISON,**

Plaintiffs,

vs.

**CITY OF PALOS VERDES ESTATES, a
municipal corporation; PALOS VERDES
HOMES ASSOCIATION, a California
corporation, ROBERT LUGLIANI and
DELORES A. LUGLIANI, as co trustees
of THE LUGLIANI TRUST; THOMAS J.
LIEB, TRUSTEE, THE VIA
PANORAMA TRUST-U/DO MAY 2,
2012 and DOHS 1 through 20,**

Defendants.

Case No.: BS142768

(Assigned for all purposes to
Hon. Barbara A. Meiers, Dept. 12)

**VERIFIED SECOND AMENDED
COMPLAINT for:**

1. Declaratory Relief
2. Waste of Public Funds
3. Nuisance

Action Filed: May 13, 2013
Trial Date: None Set

Plaintiffs **CITIZENS FOR ENFORCEMENT OF PARKLAND COVENANTS**
("CEPC") and **JOHN HARBISON** ("HARBISON") hereby alleges as follows:

INTRODUCTION

1. This is an action to set aside a portion of a well intentioned yet clearly illegal
settlement of land use disputes among defendant **CITY OF PALOS VERDES ESTATES**

**CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court**

JUN 17 2013

John A. Clark, Secretary/Judge/Clerk
By *[Signature]* Deputy
SHARON A. HARBISON

ORIGINAL

1 (the “CITY”), non-party PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT
2 (the “DISTRICT”), defendant PALOS VERDES HOMES ASSOCIATION (the
3 “ASSOCIATION”), defendants THOMAS J. LIEB and ROBERT AND DELORES
4 LUGLIANI. As a result of the settlement, the CITY and ASSOCIATION abandoned their
5 historic and clearly defined duties to enforce protective covenants to preserve the character
6 of the CITY, to preserve the CITY’s open space and prevent private parties from erecting
7 improvements on public parkland. Although each of the parties to the settlement obtained
8 tangible benefits (money, land and/or settlement of litigation), these benefits were obtained
9 at the substantial expense of the residents of the CITY and in breach of the below described
10 covenants. By this action, CEPC seeks court orders:

11 a) Voiding two deeds recorded in September 2012 that purported to illegally
12 transfer CITY parkland to private owners;

13 b) Compelling the CITY and ASSOCIATION to enforce the land use restrictions
14 described herein; and,

15 c) In the alternative, recognizing and enforcing HARBISON’s right to directly
16 enforce the land use restrictions applicable to the parkland that the CITY and
17 ASSOCIATION have chosen not to enforce.

18
19 **PARTIES, JURISDICTION AND VENUE**

20 2. Plaintiff CEPC is an unincorporated association of residents living in and
21 around the CITY. One of CEPC’s members is Plaintiff John Harbison (“HARBISON.”)
22 HARBISON owns real property within the CITY and paid taxes to the CITY during the 12
23 months preceding the filing of this complaint. HARBISON is a member of the
24 ASSOCIATION by virtue of his ownership of real property within Tract 8652 and subject to
25 the ASSOCIATION’s CC&Rs. HARBISON is not the only member of CEPC nor is he the
26 only person who opposes the illegal settlement at issue in this lawsuit. Attached as Exhibit
27 “1” is a partial list of over 130 persons who have voiced their opposition to the illegal
28 settlement.

1 3. Plaintiffs are informed, believe and thereon allege that Defendant CITY is a
2 general law city, duly organized under the laws of the State of California and located within
3 Los Angeles County.

4 4. Plaintiffs are informed, believe and thereon allege that Defendant
5 ASSOCIATION is a non-profit corporation, duly organized under the laws of the State of
6 California. The ASSOCIATION's principal place of business is located within Los Angeles
7 County.

8 5. The Defendants named herein as DOES 1 through 20, inclusive, are unknown
9 to Plaintiffs, who therefore sue such "DOE" parties by such fictitious names pursuant to
10 Section 474 of the Code of Civil Procedure. Plaintiffs are informed, believe and thereon
11 allege that DOES 1 through 20 have improperly attempted to utilize various corporate and
12 trust entity forms in an attempt to shield their personal or *ultra vires* actions behind this veil of
13 protection and avoid personal or other corporate liability. Plaintiffs will amend this pleading
14 to assert the true names and capacities of the fictitiously designated "DOE" parties when the
15 same have been ascertained.

16 6. Plaintiffs are informed, believe and thereon allege that defendant THOMAS J.
17 LIEB, TRUSTEE, THE VIA PANORAMA TRUST U/DO MAY 2, 2012 together with
18 DOES 1 through 10, claim to be the current legal owners of the real property referred to
19 herein as the "Panorama Parkland" or "Area A", legally described on Exhibit "2" herein.
20 THOMAS J. LIEB and DOES 1 through 10 are referred to collectively, as the "AREA A
21 RECIPIENTS."

22 7. Plaintiffs are informed, believe and thereon allege that defendants ROBERT
23 LUGLIANI and DELORES A. LUGLIANI, as co-trustees of THE LUGLIANI TRUST
24 together with DOES 11 through 20, are the current legal and beneficial owners of the real
25 property commonly known as 900 Via Panorama, Palos Verdes Estates, California 90274 and
26 legally described as follows:
27
28

TRACT # 8652 LOT 11 BLK 1733 AND LOT COM AT MOST W COR
OF LOT 11 SD BLK TH W ON N LINE OF VIA PANORAMA 21 FT TH
N 2 01'45" E 153.12 FT TH N 59 E 50.5 FT TH E 130 FT TH S 51 00' W
175 FT TH S LOT A

("900 VIA PANORAMA.") ROBERT LUGLIANI, DELORES A. LUGLIANI and DOES
11 through 20 are referred to collectively, as the "900 VIA PANORAMA OWNERS."

STANDING

8. Admittedly, neither CEPC nor HARBISON were parties to the settlement documents and related real property conveyances among the CITY, the DISTRICT, the ASSOCIATION, the AREA A RECIPIENTS and the 900 VIA PANORAMA OWNERS that are challenged in this proceeding. However, CEPC has standing to assert the below pled claims for the following four reasons: First, by virtue of HARBISON's payment of taxes within the past year, HARBISON alone or CEPC on behalf of HARBISON, may assert a taxpayer's action against the CITY pursuant to Code of Civil Procedure section 526a. Second, under the "Citizen Suit" doctrine, both HARBISON and CEPC have standing to enforce a public duty (the property restrictions alleged below) and raising questions of public rights (the rights of CITY residents to enforcement of protective covenants, to preserve open space and to prevent unlawful conveyances of parklands to private parties). Third, by virtue of HARBISON's ownership of real property within the CITY, he is a beneficiary of the restrictions and CEPC may assert those restrictions on HARBISON's behalf. Fourth, HARBISON is a member of the ASSOCIATION.

9. The ASSOCIATION's bylaws state that its members shall be constituted of "all who hold legal title of record" to any lot located within Palos Verdes Estates. (By-Laws, Art. I, § 1(c).) "Such building title shall be the sole qualification for membership in the [ASSOCIATION]." (*Ibid.*) HARBISON owns property within Palos Verdes Estates within the meaning of the By-Laws and has been recognized by the ASSOCIATION as a voting member at all times relevant hereto.

1 **GENERAL ALLEGATIONS**

2 **A. The Location of the Panorama Parkland**

3 10. This litigation concerns the ownership and use of undeveloped parkland
4 located on Via Panorama in the CITY (the “Panorama Parkland” or “Area A.”) The
5 Panorama Parkland is located to the North/Northwest of the residential property at 900 Via
6 Panorama. The Panorama Parkland is an irregularly shaped parcel in the form of a crescent
7 that wraps around the residential property at 900 Via Panorama. The boundaries of the
8 Panorama Parkland crosses three different tract lines and, therefore, the Panorama Parkland
9 falls within the following three different tracts within the CITY: 7540, 8652 and 26341, with
10 tract 8652 constituting approximately 90% of the Panorama Parkland. Attached hereto as
11 Exhibit “3” is a true and correct copy of an area map provided by CITY which demonstrates
12 the general location of the Panorama Parkland relative to 900 Via Panorama and other CITY
13 landmarks described in this pleading. Attached hereto as Exhibit “4” are true and correct
14 copies of two maps more specifically describing the boundaries of the Panorama Parkland
15 relative to 900 Via Panorama and the tract lines for tracts 7540, 8652 and 26341 from CITY
16 and COUNTY records.

17 11. Plaintiffs are informed, believe and thereon allege that there have never been
18 signs on the Panorama Parkland or any parkland located within the CITY restricting access
19 or use of the parklands to CITY residents or ASSOCIATION members.

20
21 **B. The History of the Panorama Parkland**

22 12. The Panorama Parkland and other properties within the CITY were first
23 purchased by New York financier Frank A. Vanderlip, Sr. from the Bixby family in 1913.
24 The properties were subdivided and homes were constructed in the early 1920’s. Deed
25 restrictions were imposed on the land in 1923, when the developer, Commonwealth Trust
26 Company and later, Bank of America, as trustee for Vanderlip’s Palos Verdes Project, drafted
27 a trust indenture and outlined provisions for development. The area was unincorporated and
28 governed by the ASSOCIATION, which was liable for taxes on all parkland. After the

1 economic crash in 1929, the ASSOCIATION owed taxes to Los Angeles County. CITY
2 residents, concerned that the parklands might be sold for payment, in 1939 voted for City
3 incorporation. In June 1940, the ASSOCIATION's parks, including the Panorama Parkland,
4 were deeded by the ASSOCIATION to the new CITY. In September 2012, the Panorama
5 Parkland was purportedly deeded from the CITY to the ASSOCIATION and immediately
6 thereafter to the AREA A RECIPIENTS.

7 13. The Panorama Parkland is subject to, at the least, the following three land use
8 restrictions as a result of the above transactions and instruments: 1) the 1920's land use
9 restrictions imposed by the original developer, 2) the more restrictive land use restrictions
10 contained within the June 1940's deeds conveying the parkland from the ASSOCIATION to
11 the CITY and 3) the CITY's municipal code. Each of these restrictions is described in more
12 detail below.

13
14 **C. The 1920's Land Use Restrictions Imposed by the Developer.**

15 14. On May 16, 1923, the ASSOCIATION was formed. On June 25, 1923, the
16 ASSOCIATION enacted its bylaws. On July 5, 1923, the developer for Palos Verdes Estates
17 recorded Declaration No. 1 establishing basic land use restrictions for real property within
18 what would later be known as the CITY. Thereafter, the restrictions were amended and
19 supplemented several times. Of particularly relevance to this dispute, on July 26, 1926, Bank
20 of America recorded Declaration No. 25 establishing the conditions, covenants and
21 restrictions for Tract 8652, also within the area that would later be known as the CITY. A
22 true and correct copy of the relevant portions of Declaration No. 25, together with
23 Declaration No. 1, the Articles of Incorporation for the ASSOCIATION and the
24 ASSOCIATION's bylaws is attached hereto and incorporated herein as Exhibit "5." The
25 provisions relevant to this dispute have been outlined to assist the reader. Plaintiffs are
26 informed, believe and thereon allege that the land use restrictions set forth in Declaration
27 No. 25 for Tract 8652 are substantially identical to the land use restrictions for Tract No.
28

1 7540 and Tract No. 26341. For purpose of this lawsuit, the relevant portions of the 1920's
2 land use restrictions are as follows:

3 i. Declaration No. 25 describes the purpose of the ASSOCIATION:

4 To carry on the common interest and look after the maintenance of all lots
5 and the welfare of all lot owners right from the beginning, a community
6 association, with the name of Palos Verdes Homes Association, has been
7 incorporated as a non-stock, non-profit body under the laws of California, in
8 which every building site has one vote. It will be the duty of this body to
9 maintain the parks, street planting and other community affairs, and to
10 perpetuate the restrictions.
11 (Ex. 5, p. 3).

12 ii. Declaration No. 25 describes the duration of the land use restrictions and
13 methods to alter them. The land use restrictions established by Declaration Nos. 1 and 25
14 remain in effect today. There are three methods to modify the restrictions and none of them
15 have been used to modify the restrictions at issue in this case. Each method involves a vote
16 of a certain majority of the property owners who are members of the ASSOCIATION or the
17 written consent of the property owners within 300 feet of the affected property. (Ex. 5, p.
18 21, Art. VI, § 1 [providing that restrictions remain in place for successive 20 year periods
19 absent majority vote], (Ex. 5, p. 21, Art. VI, § 2 [providing that certain "basic" restrictions
20 can be modified with the vote of 80 percent of all property owners in the ASSOCIATION.
21 (Ex. 5, p. 21, Art. VI, § 3 [providing that certain "other" restrictions can be modified with the
22 vote of two-thirds of owners within 300 feet of the affected property].

23 iii. Declaration No. 25 provides that the land use restrictions "are for the benefit
24 of each owner of land..." (Ex. 5, p. 22, Art. VI, § 6).

25 iv. Declaration No. 25 provides that a breach of the restrictions shall cause the
26 property to revert to the ASSOCIATION. (Ex. 5, pp. 22-23, Art. VI, § 6). Any breach of
27 the restrictions can be enjoined by the ASSOCIATION or by any property owner in the
28 ASSOCIATION. (*Ibid.*)

v. Declaration No. 25 provides that a breach of the restrictions shall constitute a
nuisance which may be abated by either the ASSOCIATION or any lot owner subject to the
ASSOCIATION's jurisdiction. (Ex. 5, p. 23, Art. VI, § 8).

vi. Declaration No. 25 provides that the provisions of the declaration “shall bind and inure to the benefit of and be enforceable by” the ASSOCIATION or “by the owner or owners of any property in said tract...” (Ex. 5, p. 24, Art. VI, § 12).

D. The June 1940 Grant Deeds.

15. On June 14, 1940, the ASSOCIATION conveyed a number of parks to the CITY in multiple grant deeds. True and correct copies of the two deeds relevant to Tract Nos. 7540 and 8652 (obtained from the CITY) are attached as Exhibits “6” and “7.” The key provisions have been outlined for the reader’s ease. The properties conveyed on June 14, 1940 included the Panorama Parkland. (Ex. 6, p. 3, [Item 5, describing Lot A of Tract 7540]; Ex. 7, p. 2, [Item 7, describing Lot A of Tract 8652]). The June 14, 1940 deeds contained seven key land use restrictions:

i. **The “Forever Parks” Restriction.** The 1940 deeds state that the transferred property “is to be used and administered forever for park and/or recreation purposes...” (Ex. 6, p. 7, ¶ 3; Ex. 7, p. 4, ¶ 3).

ii. **The “No Structures” Restriction.** The 1940 deeds state that “no buildings, structures or concessions shall be erected, maintained or permitted” on the parkland “except such as are properly incidental to the convenient and/or proper use of said realty for park and/or recreation purposes.” (Ex. 6, p. 9, ¶ 4; Ex. 7, p. 5, ¶ 4).

iii. **The “No Sale or Conveyance” Restriction.** The 1940 deeds also state that the parklands “shall not be sold or conveyed, in whole or in part...except to a body suitably constituted by law to take, hold, maintain and regulate public parks...” (Ex. 6, p. 9, ¶ 5; Ex. 7, p. 5, ¶ 5).

iv. **The “Improve Access and Views” Restriction.** The 1940 deeds also state that, with written permission, a property owner abutting the park may construct paths or landscaping on the parkland as a means of improving access to or views from the park. Such improvements must not “impair or interference with the use and maintenance of said realty for park and/or recreation purposes...” . (Ex. 6, p. 9, ¶ 6; Ex. 7, p. 5, ¶ 6).

v. **The “No Modifications” Restriction.** The deeds also state that none of the four key deed conditions described above may be changed by the CITY or ASSOCIATION even if the ASSOCIATION complies with its own internal procedures for modifying land use restrictions and obtains the written consent of two-thirds of the property owners. (Ex. 6, p. 9, ¶ 7; Ex. 7, p. 5, ¶ 7).

vi. **The “Reversion on Breach” Restriction.** The deeds also state that any breach of the foregoing key deed restrictions “shall cause said realty to revert to the” ASSOCIATION. (Ex. 6, p. 9, Ex. 7, p. 6).

vii. **The “Running with the Land” Provision.** The deeds also state that the restrictions in the deed “inure to and pass with said property and each every parcel of land therein, and shall apply to and bind the respective successors in interest of the parties hereto, and are...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.” (Ex. 6, p. 10, Ex. 7 p. 6).

16. Notably, not one of the foregoing restrictions contains language investing the CITY or ASSOCIATION with discretion to use the parklands for non-park purposes, to “swap” parks, to convey the parks as part of the settlement of litigation, to fund budgetary shortfalls for school districts or to sell the parklands.

17. On June 12, 1940, the CITY passed Resolution No. 12 formally accepting the deeds and confirming the land use restrictions. A true and correct copy¹ of the CITY’s Resolution 12 is attached hereto and incorporated herein as Exhibit “8.” The Resolution confirms the CITY’s acceptance of the Panorama Parkland (i.e., Lot A of Tract 7540 [Ex 8., p. 8 and Lot A of Tract 8652 [Ex. 8, p. 21.) The Resolution also re-states verbatim each of the six key restrictions set forth in paragraph 15 above. (Ex. 8, pp. 11-12).

¹ Resolution No. 12 was produced by the CITY in response to a public records act request by Plaintiffs. The legibility is poor. For this reason, plaintiffs have annotated the resolution with red boxes around the relevant language.

E. The CITY Municipal Code.

18. The CITY's Municipal Code makes it clear that a private person's use of public parkland for private purposes is a city nuisance. (City of PVE Mun. Code, §§ 17.32.050, 18.16.020). The CITY Municipal Code declares it is the "right and duty" of all residents to "participate and assist the city officials" in the enforcement of the CITY's zoning and building codes. (City of PVE Mun. Code, § 17.32.050). Similarly the Municipal Code requires the city attorney to commence legal proceedings and take other legal steps to remove illegal structures and abate illegal uses of public parklands. (*Ibid.*).

19. The illegal conveyances that are the subject of this lawsuit arose in an attempt to settle a land use dispute between the DISTRICT and the ASSOCIATION over the enforceability of land use restrictions and a land use dispute between the CITY and the 900 VIA PANORAMA OWNERS over encroachment on parkland. It should be noted that the land use restrictions involved in the litigation between the DISTRICT and the ASSOCIATION are identical to the land use restrictions at issue here. Both sets of land use restrictions limit the use of parkland to public parkland use forever.

F. The Unlawful Encroachment on Panorama Parkland

20. 900 VIA PANORAMA is located at the end of a cul-du-sac and is adjacent to AREA A. AREA A is located to the west of the 900 VIA PANORAMA and wraps around three sides of the property. THE 900 VIA PANORAMA OWNERS and/or the AREA A RECIPIENTS have encroached on AREA A by erecting illegal improvements on parkland and the CITY rights-of-way. These improvements include landscaping, a baroque wrought-iron gate with stone pillars and lion statutes, a winding stone driveway, dozens of trees (some of which are as high as 50 feet), a gazebo, a now-overgrown athletic field half the size of a football field, a 21-foot-high retaining wall and other retaining walls. In addition to erecting improvements, the 900 VIA PANORAMA OWNERS and/or the AREA A RECIPIENTS have also unlawfully encroached the CITY's easement by erecting improvements that violate the municipal code.

1 21. These improvements are in violation of the land use restrictions that AREA A
2 be used for public parks and not for the private, exclusive use of the 900 VIA PANORAMA
3 OWNERS and/or the AREA A RECIPIENTS.

4
5 **G. The City and Association Previously Viewed the Area A Encroachment**
6 **to be illegal**

7 22. Plaintiffs are informed, believe and thereon allege that prior to the illegal
8 settlement that is the subject of this litigation, the CITY and ASSOCIATION viewed the
9 encroachment on AREA A to be in violation of the deed restrictions and a nuisance.
10 Plaintiffs are further informed, believe and thereon allege that the CITY and
11 ASSOCIATION have, through conduct and statements, taken the position that the land use
12 restrictions for CITY parkland are mandatory and not discretionary. Further the CITY acted
13 successfully in enforcing the removal of 37 encroachments between 2005 and 2011.

14
15 **H. The Litigation Between the DISTRICT and the ASSOCIATION over**
16 **Lots C and D and the Land Use Restrictions**

17 23. The DISTRICT obtained two lots from the ASSOCIATION by way of a
18 1938 Grant Deed known as “Lots C & D” of Tract 7331. The 1938 Grant Deed include
19 restrictions that Lots C and D, are zoned for open space and include a right of reversion in
20 favor of the ASSOCIATION if the property is not used in compliance with deed restrictions.
21 Exhibit “3” hereto shows the relative locations of the Panorama Parkland and Lots “C” and
22 “D.”

23 24. On February 1, 2010, the DISTRICT filed a lawsuit against the CITY and
24 ASSOCIATION seeking, among other things, a declaration that the land use restrictions for
25 Lots C and D were no longer enforceable, *Palos Verdes Peninsula Unified School District v. Palos*
26 *Verdes Homes Association*, Los Angeles Superior Court Case No. BC431020 (the “District
27 Lawsuit.”)
28

1 25. On September 22, 2011, the Los Angeles Superior Court entered judgment in
2 favor of the ASSOCIATION and found that the land use restrictions contained in the 1938
3 Grant Deed remain enforceable. The Court also found that the 1925 restrictions in
4 Declaration No. 1, Declaration No. 21 remain enforceable. A true and correct copy of the
5 September 22, 2011 judgment entered in the District Lawsuit is attached hereto and
6 incorporated herein as Exhibit "11." Notably, the land use restrictions found enforceable by
7 the Los Angeles Superior Court on September 22, 2011 are identical to the "forever parks"
8 restrictions and other restrictions contained in the June 1940's deeds conveying the Panorama
9 Parkland to the CITY.

10 26. After trial, the ASSOCIATION brought an unsuccessful motion for attorney's
11 fees.

12 27. On November 21, 2011, the DISTRICT appealed the judgment. Thereafter,
13 the ASSOCIATION filed a cross-appeal concerning the denial of its attorney's fee motion.
14

15 **I. The May 2012 Global Settlement**

16 28. By May 2012, the following disputes existed: a) The ASSOCIATION wanted
17 to appeal the denial of its motion for attorney's fees; b) the DISTRICT wanted to appeal the
18 judgment entered against it concerning the restricted use of Lots C and D; and c) the 900
19 VIA PANORAMA OWNERS and/or the AREA A RECIPIENTS wanted to obtain after
20 the fact approval for over 30 years of unlawful improvements and approval for future
21 improvements and permission to rebuild the structures that they had removed to comply
22 with the CITY enforcement on the removal of encroachments on parklands.

23 29. To resolve these disputes, the parties entered into a Memorandum of
24 Understanding ("MOU"), which accomplished the following:

- 25 a) Lots C and D reverted to the ASSOCIATION;
26 b) The ASSOCIATION swapped Lots C and D for AREA A with the CITY;
27 c) The ASSOCIATION purported to convey AREA A to the AREA A
28 RECIPIENTS for a purchase price of \$500,000;

1 d) The ASSOCIATION paid the CITY \$100,000;

2 e) The DISTRICT and ASSOCIATION dismissed their appeals allowing the
3 judgment in the District Lawsuit to be final;

4 f) THE 900 VIA PANORAMA OWNERS “donated” \$1.5 million to the
5 DISTRICT; and

6 g) The CITY obtained the DISTRICT’s agreement that the DISTRICT would
7 not attempt to sell or use for residential purposes other properties within the CITY that are
8 similarly restricted as Lots C and D.

9 30. A true and correct copy of the MOU is attached hereto and incorporated
10 herein as Exhibit “12.”

11 31. Plaintiffs are informed, believe and thereon allege that the only reason that the
12 900 VIA PANORAMA OWNERS made a \$1.5 million donation to the DISTRICT was the
13 expectation that AREA A would be conveyed to the AREA A RECIPIENTS and the illegal
14 encroachments on the property would receive after the fact CITY approval. The source of
15 Plaintiffs’ belief is the discovery responses by the 900 VIA PANORAMA OWNERS in this
16 action.

17 32. Notably, the CITY meeting on May 8, 2012 to approve the MOU was not
18 well-publicized. No sign was posted at the Panorama Parkland, as is usual and customary in
19 this CITY. No mailings were done for residents living in the vicinity of the Panorama
20 Parkland, as is usual and customary in this CITY. No advertisement was placed in the local
21 newspaper. Instead, the CITY quietly published the agenda for this matter at City Hall, the
22 local library, the local golf club and on its website. The first newspaper account of the
23 settlement occurred after the CITY’s approval of the MOU at its May 8, 2012 meeting.

24
25 **J. The Aftermath of the Settlement**

26 33. Following the execution of the MOU, the parties executed deeds to effectuate
27 the settlement. By quitclaim deed recorded September 5, 2012, Instrument Number
28 20121327414, AREA A was purportedly conveyed from the CITY to the ASSOCIATION.

1 A true and correct copy of that September 2012 quitclaim deed is attached hereto and
2 incorporated herein as Exhibit 9. By grant deed recorded September 5, 2012, Instrument
3 Number 20121327415, the ASSOCIATION conveyed AREA A to the AREA A
4 RECIPIENTS. A true and correct copy of the that September 2012 grant deed is attached
5 hereto and incorporated herein as Exhibit "10." This grant deed states in paragraph 2 that
6 although AREA A is to remain open space "it is the intent of the parties....that [AREA A
7 RECIPIENTS] may construct any of the following: a gazebo, sports court, retaining wall,
8 landscaping, barbeque, and/or any other uninhabitable 'accessory structure.'" The grant deed
9 also acknowledged at paragraph 10 the existence of the protective covenants restricting the
10 land use for AREA A. Plaintiffs contend that the foregoing deeds were illegal, void and of
11 no effect. Because the deeds were illegal and void, no title was actually conveyed.

12 34. On February 19, 2013, the CITY's planning commission heard and denied the
13 900 VIA PANORAMA OWNERS' application to re-zone and obtain after the fact approval
14 for the illegal improvements to AREA A. On March 12, 2013, the City Council likewise
15 heard the re-zoning and permit application. On March 12, 2013, the City Council took no
16 action but instead instructed staff to review the matter further. CEPC is informed, believes,
17 and thereon alleges that the CITY is contemplating a spot-zoning solution (i.e. creating a so-
18 called "Open Space, Privately Owned" land use designation) for AREA A.

19 20 **FIRST CAUSE OF ACTION**

21 **(For Declaratory Relief by CEPC and HARBISON against all parties)**

22 35. CEPC and HARBISON re-allege and incorporate by reference the preceding
23 paragraphs as though fully set forth.

24 36. CEPC and HARBISON contend as follows:

25 a) The quitclaim deed and grant deed recorded September 5, 2012 are illegal and
26 void because they:

27 i) violate the **"Forever Parks"** restrictions of section 3 of the June 1940 grant
28 deeds which provide that the Panorama Parkland "is to be used and administered

1 forever for park and/or recreation purposes only...for the benefit of the residents of
2 the CITY.”

3 ii) violate the **“No Structures”** restrictions of section 4 of the June 1940 grant
4 deeds by purporting to authorize the construction of a gazebo, barbecue, sports court
5 and other accessory structures that are not “properly incidental to the convenient
6 and/or proper use” of the Panorama Parkland as a park.

7 iii) violate the **“No Sale or Conveyance”** restrictions of section 5 of the June
8 1940 grant deeds because they purport to convey parkland to the AREA A
9 RECIPIENTS for the exclusive private use by the 900 VIA PANORAMA
10 OWNERS.

11 iv) violate the **“Improve Access and Views”** restriction of section 6 because
12 to the extent the deeds purport to authorize landscaping and construction for the
13 private, exclusive use of the 900 VIA PANORAMA OWNERS such use necessarily
14 impairs and interferes with the use and maintenance of the parkland for park and
15 recreation purposes.”

16 v) violate the public trust and constitutes an *ultra vires* act.

17 b) The September 2012 deeds were void and of no force and effect. In the
18 alternative, the effect of the attempted conveyance on September 5, 2012 was to trigger the
19 reversion of title to AREA A back to the ASSOCIATION;

20 c) The ASSOCIATION has the right and affirmative duty to enforce its reversion
21 rights to AREA A; and

22 d) The CITY and ASSOCIATION have the right and affirmative duty to enforce
23 the land use restrictions to compel the applicable property owners to remove the illegal
24 improvements from AREA A, require AREA A to be restored to its prior state before
25 improvements were made and prevent unlawful encroachment into the CITY’s easement.

26 37. CEPC and HARBISON are informed, believe and thereon allege that the
27 CITY, the ASSOCIATION, the 900 VIA PANORAMA OWNERS, and the AREA A
28 RECIPIENTS all dispute the contentions set forth in the preceding paragraph.

1 38. CEPC and HARBISON are informed, believe and thereon allege that the 900
2 VIA PANORAMA OWNERS and AREA A RECIPIENTS contend that the present and
3 contemplated uses of AREA A as described in the September 2012 deeds are lawful and
4 consistent with the present land use restrictions for AREA A. CEPC and HARBISON
5 dispute that contention.

6 39. Pursuant to Code of Civil Procedure section 1060, an actual controversy exists
7 among the parties herein as to the validity of the September 2012 deeds, the right of
8 reversion of AREA A to the ASSOCIATION and the right and duty of the CITY and
9 ASSOCIATION to enforce the land use restrictions for the improvements on AREA A.

10 40. CEPC and HARBISON seek a judicial declaration that:

11 a) The September 2012 deeds purporting to convey AREA A are void, illegal and
12 unenforceable because they purport to authorize the conveyance of AREA A to THE AREA
13 A RECIPIENTS in violation of the land use restrictions described in paragraphs 14-19 and
14 36 (a)(i)-(iv) above;

15 b) The quitclaim deed and grant deeds dated September 5, 2012, on their face,
16 contemplated a use for AREA A in violation of the land use restrictions. Specifically, they
17 contemplated that AREA A would be used exclusively for the benefit of THE 900 VIA
18 PANORAMA OWNERS and/or the AREA A RECIPIENTS in violation of the
19 requirement that the property “be used and administered forever for park and/or recreation
20 purposes...for the benefit” of CITY residents.

21 c) The September 2012 deeds were void or, in the alternative, the effect of the
22 attempted conveyance on September 5, 2012 was to trigger the reversion of title to AREA A
23 back to the ASSOCIATION;

24 d) The CITY and ASSOCIATION have the right and affirmative duty to enforce
25 the land use restrictions, to compel the applicable property owners to remove the illegal
26 improvements from AREA A, and require AREA A to be restored to its prior state before
27 improvements were made and prevent unlawful encroachment into the CITY’s easement;
28 and

e) The ASSOCIATION has the right and affirmative duty to enforce its reversion right to claim title to AREA A;

SECOND CAUSE OF ACTION

(For Waste of Public Funds/*Ultra Vires* Actions by CEPC and HARBISON against the CITY)

41. CEPC and HARBISON re-allege and incorporate by reference the preceding paragraphs as though fully set forth.

42. Code of Civil Procedure section 526a authorizes an action for injunctive and declaratory relief to restrain and prevent *ultra vires* acts of government and waste of public funds.

43. The CITY's participation in the MOU and the September 2, 2012 deeds was an *ultra vires* act because those deeds violate the land use restrictions described in paragraphs 36 (a)(i)-(iv) above. Moreover, the contemplated threatened spot zoning or other legislative solution to achieve after the fact permission for the existing and proposed additional AREA A improvements are also *ultra vires*. For example, the CITY's devotion of staff and/or city attorney time towards preparation of a previously unheard of zoning district of "open space, privately owned" for the sole benefit of the AREA A RECIPIENTS and/or the 900 VIA PANORAMA OWNERS constitutes an *ultra vires* act.

44. CEPC and HARBISON are informed, believe and thereon allege that substantial attorney and staff time has been devoted in the past and will continue to be devoted in the future to craft a "open space, privately owned" zoning solution or other solution to enable the AREA A RECIPIENTS to erect and maintain illegal improvements on AREA A. Public funds have been used and will continue to be used to fund these illegal efforts. To the extent the September 2012 deeds are deemed not to violate the deed restrictions and public trust doctrines, the conveyance of public parkland to a private party is also a waste of public funds and an *ultra vires* act.

45. CEPC and HARBISON do not contend that the following actions by the

CITY constitute either a waste of public funds or *ultra vires* acts:

- a) Accepting and processing any entitlement applications filed with the CITY by the AREA A RECIPIENTS and/or the 900 VIA PANORMA OWNERS;
- b) Conducting the planning commission meeting on February 19, 2013;
- c) Conducting the city council meeting on March 12, 2013;

THIRD CAUSE OF ACTION

(for Abatement of Nuisance Per Se by HARBISON

against the AREA A RECIPIENTS,

in the Alternative to the First and Second Causes of Action)

46. HARBISON re-alleges and incorporate by reference the preceding paragraphs as though fully set forth.

47. HARBISON alleges that CITY and ASSOCIATION have the duty to enforce the land use restrictions that the CITY accepted when it accepted the deeds from the ASSOCIATION. In the alternative, should this Court find that no such duty exists, then HARBISON has the right to enforce the land use restrictions himself by virtue of the provisions of Declaration No. 25 stating that the land use restrictions “shall bind and inure to the benefit of and be enforceable by” the ASSOCIATION or “by the owner or owners of any property in said tract....” (Ex. 5, p. 8, § 18). The failure of the ASSOCIATION to enforce the restrictions is not a waiver of HARBISON’s right to do so. (*Ibid.*)

48. The present use by the AREA A RECIPIENTS of AREA A (as more specifically described in paragraph 20 above) is in breach of the land use restrictions insofar as a private sports field, retaining walls and other illegal encroachments are present on parkland. The present use by the AREA A RECIPIENTS of AREA A constitutes a nuisance within the meaning of Section 14 of the land use restrictions. (Ex. 5, p. 7, § 14).

49. The CITY has declared that a person’s private use of public parkland for private purposes constitutes a city nuisance. (City of PVE Mun. Code, § 17.32.050, 18.16.020). The City Municipal Code declares that it is the “right and duty” of all residents of

1 the CITY to “participate and assist the city officials” in the enforcement of the CITY’s
2 zoning and building codes.

3 50. The AREA A RECIPIENTS have maintained a nuisance per se on AREA A
4 and HARBISON is entitled to abatement of that nuisance.

5
6 **PRAYER FOR RELIEF**

7 WHEREFORE, plaintiffs pray for judgment as follows:

8 **On the First Cause of Action:**

9 1. For a judicial declaration that:

10 (a) The purported conveyances of AREA A from the CITY to the
11 ASSOCIATION via Instrument Number 20121327414 recorded September 5, 2012 is
12 illegal, void and of no legal effect;

13 (b) The purported conveyances of AREA A from the ASSOCIATION to
14 the AREA A RECIPIENTS via Instrument Number 20121327415 recorded
15 September 5, 2012 is illegal, void and of no legal effect;

16 (c) The purported conveyances of AREA A from the ASSOCIATION to
17 the AREA A RECIPIENTS via Instrument Number 20121327415 recorded
18 September 5, 2012 triggered the reversion of title to AREA A back to the
19 ASSOCIATION;

20 (d) The CITY and ASSOCIATION have the right and affirmative duty to
21 enforce the land use restrictions to remove the illegal improvements from AREA A;

22 (e) The ASSOCIATION has the right and affirmative duty to enforce its
23 reversionary interest in AREA A; and

24 2. For an order enjoining the CITY from enacting a special “open space, privately
25 owned” zoning district for the sole benefit of the AREA A RECIPIENTS or enacting other
26 legislative solution authorizing the erection and maintenance of improvements on AREA A;

On the Second Cause of Action:

3. For an order declaring that the attempted conveyance of AREA A by the CITY was a waste of taxpayer funds and an *ultra vires* act;

4. For an order enjoining the CITY from expending additional staff time, city attorney time or spending taxpayer funds to study or enact a special "open space, privately owned" zoning district for the sole benefit of the AREA A RECIPIENTS or other legislative solution authorizing the erection and maintenance of improvements on AREA A;

On the Third Cause of Action:

5. For a preliminary and permanent injunction enjoining the AREA A RECIPIENTS from using AREA A for private purposes and compelling the AREA A RECIPIENTS to restore the parkland to its natural state.

On all Causes of Action:

6. For an order declaring that this litigation vindicated an important public right;
7. For an award of costs and attorney's fees as allowed by law; and
8. For such other and further relief as the Court may deem just and proper.

DATED: June 16, 2014

BROEDLOW LEWIS LLP

By: 

Jeffrey Lewis

Attorneys for Plaintiffs
CITIZENS FOR ENFORCEMENT OF
PARKLAND COVENANTS and JOHN
HARBISON

VERIFICATION

I, John Harbison, am a member of CITIZENS FOR ENFORCEMENT OF PARKLAND COVENANTS and am authorized to execute this verification on its behalf. I am also a plaintiff and have read the foregoing second amended complaint. All of the facts alleged therein are true of my own personal knowledge, save those facts alleged on information and believe, and as to those facts I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 16th, 2014 at Rolling Hills Estates, California

A handwritten signature in blue ink, appearing to read "John Harbison", is written over a horizontal line.

John Harbison

TABLE OF EXHIBITS

| | |
|---|------------|
| PVE Open Space Supporters List..... | Exhibit 1 |
| Legal Description of Panorama Parkland..... | Exhibit 2 |
| Area Map..... | Exhibit 3 |
| Map of Panorama Parkland | Exhibit 4 |
| Tract 8652 CCR's | Exhibit 5 |
| 7540 Deed..... | Exhibit 6 |
| 8652 Deed..... | Exhibit 7 |
| Resolution 12..... | Exhibit 8 |
| City to Association Deed..... | Exhibit 9 |
| Association to Lieb Deed | Exhibit 10 |
| Judgment..... | Exhibit 11 |
| Memorandum of Understanding..... | Exhibit 12 |

As of 11/7/13

Summary of Letters Signed Opposing the Sale of Parklands and Re-zoning

| Last Name | | Where Reside | | | Type of Letter Signed | | | | Where Reside | | | |
|--------------|--|---------------|----------------------------|------------------------|-----------------------|--|--|--------------------|--------------|-------------|------------|---|
| | | First Name | Via Mirada Via Panorama | Beyond Neighborhood | CEPC Petition | PVE Planning Commission 2-19-13 letter | PVE City Council 3-12-13 letter | Sent own Letter | PVE | Other PV | Non- PV | ? |
| Allen | | G. Bruce | 1 | | 1 | 1 | | | 1 | | | |
| Allen | | Thomas | | 1 | | | | | 1 | | | |
| Barnett | | Joseph | | 1 | | | | 1 | 1 | | | |
| Baro | | Russell | | 1 | | | | 1 | 1 | | | |
| Bena | | Peter | | 1 | 1 | | 1 | | 1 | | | |
| Benjamin | | Mark | | 1 | | | | | 1 | | | |
| Benjamin | | Patticia | | 1 | | | 1 | | 1 | | | |
| Brusavich | | Bruce | 1 | | 1 | 1 | 1 | 2 | 1 | | | |
| Brusavich | | Deborah | 1 | | 1 | 1 | 1 | 2 | 1 | | | |
| Burns | | Virginia | | 1 | 1 | | | | 1 | | | |
| Butler | | Mary | | 1 | | | | 1 | | | | 1 |
| Cambialargia | | Barbara | | 1 | | | 1 | | 1 | | | |
| Cambialargia | | Carl | | 1 | | | 1 | | 1 | | | |
| Cameron | | Karen | | 1 | | | 1 | | 1 | | | |
| Cameron | | William Scott | | 1 | | | 1 | | 1 | | | |
| Chang | | Dorothy | 1 | | 1 | 1 | 1 | | 1 | | | |
| Chang | | Nien Chih | 1 | | 1 | 1 | 1 | | 1 | | | |
| Chang | | Susan | 1 | | | | | 1 | 1 | | | |
| Chapman | | Bob | | 1 | 1 | | | | 1 | | | |
| Anonymous | | | 1 | | | 1 | 1 | | 1 | | | |
| Choate | | Mark | | 1 | | | 1 | | 1 | | | |
| Choate | | Cynthia | | 1 | | | 1 | | 1 | | | |
| Cohen | | Sydler | | 1 | | | 1 | | 1 | | | |
| Dotson | | Linda | | 1 | 1 | 1 | 1 | | 1 | | | |
| Dotson | | Arleigh | | 1 | 1 | 1 | 1 | | 1 | | | |
| Dunham | | Terry | | 1 | 1 | | | | 1 | | | |
| Edler | | Rick | | 1 | 1 | | | | 1 | | | |
| Fasoletti | | Dario | | 1 | | | 1 | | 1 | | | |
| Fasoletti | | Diana | | 1 | | | 1 | | 1 | | | |
| Fay | | Richard | | 1 | 1 | 1 | 1 | | 1 | | | |
| Feldman | | Jack | | 1 | | | | 1 | 1 | | | |
| Feller | | Robert | | 1 | 1 | | | | 1 | | | |
| Field | | Malcolm | | 1 | 1 | | | | 1 | | | |
| Fotion | | George | | 1 | 1 | | | | 1 | | | |
| Gagnon | | Joseph | | 1 | | | 1 | | 1 | | | |
| Gorsuch | | Valerie | | 1 | | | 1 | | 1 | | | |
| Gorsuch | | Valerie | | 1 | | | 1 | | 1 | | | |
| Govenar | | Richard | | 1 | | | 1 | | 1 | | | |
| Govenar | | Karen | | 1 | | | 1 | | 1 | | | |
| Gruys | | Jane | | 1 | 1 | | | | 1 | | | |
| Guzzino | | Maryam | 1 | | 1 | 1 | 1 | | 1 | | | |
| Guzzino | | Kim | 1 | | 1 | 1 | 1 | 1 | 1 | | | |
| Haney | | Fred | | 1 | | | | 1 | 1 | | | |

As of 11/7/13

Summary of Letters Signed Opposing the Sale of Parklands and Re-zoning

| Where Reside | | | | | | | | | | |
|----------------------------|------------|---|---|------------------------|--|--|--|--|--|--|
| Via Mirada Via Panorama | | | | Beyond Neighborhood | | | | | | |
| Last Name | First Name | | | | | | | | | |
| Haney | Barbara | | | | | | | | | |
| Harbison | John | 1 | | | | | | | | |
| Harbison | Renata | 1 | | | | | | | | |
| Harbison | Robert | 1 | | | | | | | | |
| Harmon | Reed | | 1 | | | | | | | |
| Hart | David | | 1 | | | | | | | |
| Hinchliffe | Anne | | 1 | | | | | | | |
| Hope | J.C. | | 1 | | | | | | | |
| Anonymous | Anonymous | | 1 | | | | | | | |
| Huang | Yueh-Ling | 1 | | | | | | | | |
| Huang | Mingnan | 1 | | | | | | | | |
| Interion | Alfred | | 1 | | | | | | | |
| Interion | Lorna | | 1 | | | | | | | |
| Jai | Richard | | 1 | | | | | | | |
| Johnson | Jarret | | 1 | | | | | | | |
| Jones | Karen | | 1 | | | | | | | |
| Jones | Ronald | | 1 | | | | | | | |
| Juell | Jean | | 1 | | | | | | | |
| Jung | Inhee | 1 | | | | | | | | |
| Jung | Kyu Sik | 1 | | | | | | | | |
| Kohr | Cheryl | | 1 | | | | | | | |
| Lanigan | Kevin | | 1 | | | | | | | |
| Lanigan | Peggy | | 1 | | | | | | | |
| Leatherbury | Leven | | 1 | | | | | | | |
| Leatherbury | Tina | | 1 | | | | | | | |
| Lewis | Diana | | 1 | | | | | | | |
| Lewis | Mike | | 1 | | | | | | | |
| Logan | Robert | | 1 | | | | | | | |
| Lovell | Ellen | | 1 | | | | | | | |
| Mack | Vickie | | 1 | | | | | | | |
| Maye | George | | 1 | | | | | | | |
| Maye | Diane | | 1 | | | | | | | |
| Melton | Linwood | 1 | | | | | | | | |
| Melton | Catherine | 1 | | | | | | | | |
| Merchant | Jodi | | 1 | | | | | | | |
| Miletich | Ljepa | 1 | | | | | | | | |
| Miller | Tom | 1 | | | | | | | | |
| Miller | Karen | 1 | | | | | | | | |
| Moore | Corey | | 1 | | | | | | | |
| Moore | Susan | | 1 | | | | | | | |
| Morris | Bob | | 1 | | | | | | | |
| Nash | Carolyn | | 1 | | | | | | | |
| Nash | Savery | | 1 | | | | | | | |

| Type of Letter Signed | | | | Where Reside | | | |
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| CEPC Petition | PVE Planning Commission 2-19-13 letter | PVE City Council 3-12-13 letter | Sent own Letter | PVE | Other PV | Non- PV | ? |
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As of 11/7/13

Summary of Letters Signed Opposing the Sale of Parklands and Re-zoning

| Where Reside | | | | | | | | | | | |
|---------------------------------|--|--|--|--|--|--|--|--|--|--|--|
| Type of Letter Signed | | | | | | | | | | | |
| PVE | | | | | | | | | | | |
| PVE City Council 3-12-13 | | | | | | | | | | | |
| PVE Planning Commission 2-19-13 | | | | | | | | | | | |
| CEPC Petition | | | | | | | | | | | |
| Sent own Letter | | | | | | | | | | | |
| PVE | | | | | | | | | | | |
| Other PV | | | | | | | | | | | |
| Non-PV | | | | | | | | | | | |
| ? | | | | | | | | | | | |

| Where Reside | | | | | | | | | | | |
|---------------------|--|--|--|--|--|--|--|--|--|--|--|
| Via Mirada | | | | | | | | | | | |
| Via Panorama | | | | | | | | | | | |
| Beyond Neighborhood | | | | | | | | | | | |
| First Name | | | | | | | | | | | |
| Willard | | | | | | | | | | | |
| Lee | | | | | | | | | | | |
| Shawn | | | | | | | | | | | |
| Heather | | | | | | | | | | | |
| Clay | | | | | | | | | | | |
| Sylvia | | | | | | | | | | | |
| Georgiana | | | | | | | | | | | |
| Richard | | | | | | | | | | | |
| Ried | | | | | | | | | | | |
| Phyllis | | | | | | | | | | | |
| Tania | | | | | | | | | | | |
| David | | | | | | | | | | | |
| Margaret | | | | | | | | | | | |
| Stephen | | | | | | | | | | | |
| Charles | | | | | | | | | | | |
| Kay | | | | | | | | | | | |
| Annalu | | | | | | | | | | | |
| Mari | | | | | | | | | | | |
| Diane | | | | | | | | | | | |
| Sharon | | | | | | | | | | | |
| Colleen | | | | | | | | | | | |
| Peggy | | | | | | | | | | | |
| Fred | | | | | | | | | | | |
| John | | | | | | | | | | | |
| June | | | | | | | | | | | |
| Darla | | | | | | | | | | | |
| Ed | | | | | | | | | | | |
| Patricia | | | | | | | | | | | |
| Roger | | | | | | | | | | | |
| Gail | | | | | | | | | | | |
| Karl | | | | | | | | | | | |
| George | | | | | | | | | | | |
| Sandra | | | | | | | | | | | |
| Terry | | | | | | | | | | | |
| James | | | | | | | | | | | |
| Sharon | | | | | | | | | | | |
| Total letter | | | | | | | | | | | |
| Total Residents | | | | | | | | | | | |
| Grand Total | | | | | | | | | | | |

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

THOSE PORTIONS OF THE FOLLOWING PARCELS: LOT A, TRACT 8652 OF THE MAP RECORDED IN MAP BOOK 125, PAGES 85-87, LOT 12, TRACT 26341 OF THE MAP RECORDED IN MAP BOOK 902, PAGES 98- 100 AND LOT A, TRACT 7540 OF THE MAP RECORDED IN MAP BOOK 104, PAGES 56-59, IN THE CITY OF PALOS VERDES ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 11, BLOCK 1733, TRACT 8652 OF THE MAP RECORDED IN MAP BOOK 125, PAGES 85-87, OF SAID COUNTY RECORDER SAID POINT BEING ON THE RIGHT OF WAY OF VIA PANORAMA, A PUBLIC STREET AS SHOWN ON THE MAP OF SAID TRACT 8652, AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 65.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 17°00'18" WEST;

THENCE WESTERLY ALONG SAID CURVE AND SAID RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 18°30'38", AN ARC DISTANCE OF 21.00 FEET, TO TRUE POINT OF BEGINNING;

THENCE CONTINUING WESTERLY ALONG SAID CURVE AND SAID RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 12°32'37", AN ARC DISTANCE OF 14.23 FEET (C1);

THENCE SOUTH 75°57'00" WEST, 81.57 FEET (L1);

THENCE SOUTH 47°46'30" WEST, 30.82 FEET (L2);

THENCE DEPARTING FROM SAID RIGHT OF WAY NORTH 13°38'09" WEST, 170.82 FEET (L3);

THENCE NORTH 31°07'01" EAST, 141.69 FEET (L4);

THENCE NORTH 67°23'03" EAST, 144.69 FEET (L5) TO A SOUTHERLY LINE OF SAID LOT A, TRACT 7540;

THENCE CONTINUING NORTH 67°23'03" EAST, 53.61 FEET (L6);

THENCE SOUTH 63°38'17" EAST, 46.43 FEET (L7) TO THE NORTHERLY LINE OF SAID LOT A, TRACT 8652;

THENCE CONTINUING SOUTH 63°38'17" EAST, 109.59 FEET (L8);

THENCE SOUTH 44°16'41" EAST, 55.79 FEET (L9);

THENCE SOUTH 23°40'31" EAST, 42.75 FEET (L10) TO THE WESTERLY LINE OF SAID LOT 12, TRACT 26341;

THENCE CONTINUING SOUTH 23°40'31" EAST, 18.58 FEET (L11);

THENCE SOUTH 9°29'24" EAST, 55.29 FEET (L12);

THENCE SOUTH 42°31'34" WEST, 28.99 FEET (L13);

THENCE SOUTH 11°48'21" WEST, 135.81 FEET (L14);

THENCE NORTH 77°50'33" WEST, 7.82 FEET (L15);

THENCE SOUTH 11°48'21" WEST, 121.49 FEET (L16);

THENCE NORTH 78°56'11" WEST, 8.24 FEET (L17) TO SOUTHEAST CORNER OF LOT 10, BLOCK 1733 OF SAID TRACT 8652;

EXHIBIT "A"
1 OF 2

THENCE ALONG THE EASTERN LINE OF SAID LOT 10 AND LOT 11, BLOCK 1733 OF SAID TRACT 8652, NORTH 11°48'21" EAST, 242.08 FEET (L18) TO THE NORTHEASTERLY CORNER OF SAID LOT 11;

THENCE NORTH 40°41'40" WEST, 146.21 FEET (L19) ALONG THE NORTHEASTERLY LINE OF SAID LOT 11;

THENCE NORTH 80°00'00" WEST, 130.00 FEET (L20) ALONG THE NORTHERN LINE OF A PORTION OF LOT A, TRACT 8652, AS PER DEED RECORDED IN INSTRUMENT NO. 20071588481 ON JULY 3, 2007 O.R.;

THENCE SOUTH 59°00'00" WEST, 50.50 FEET (L21) ALONG THE NORTHWESTERLY LINE OF SAID PORTION OF LOT A;

THENCE SOUTH 2°01'45" WEST, 153.12 FEET (L22) ALONG THE WESTERLY LINE OF SAID PORTION OF LOT A, TO THE TRUE POINT OF BEGINNING.

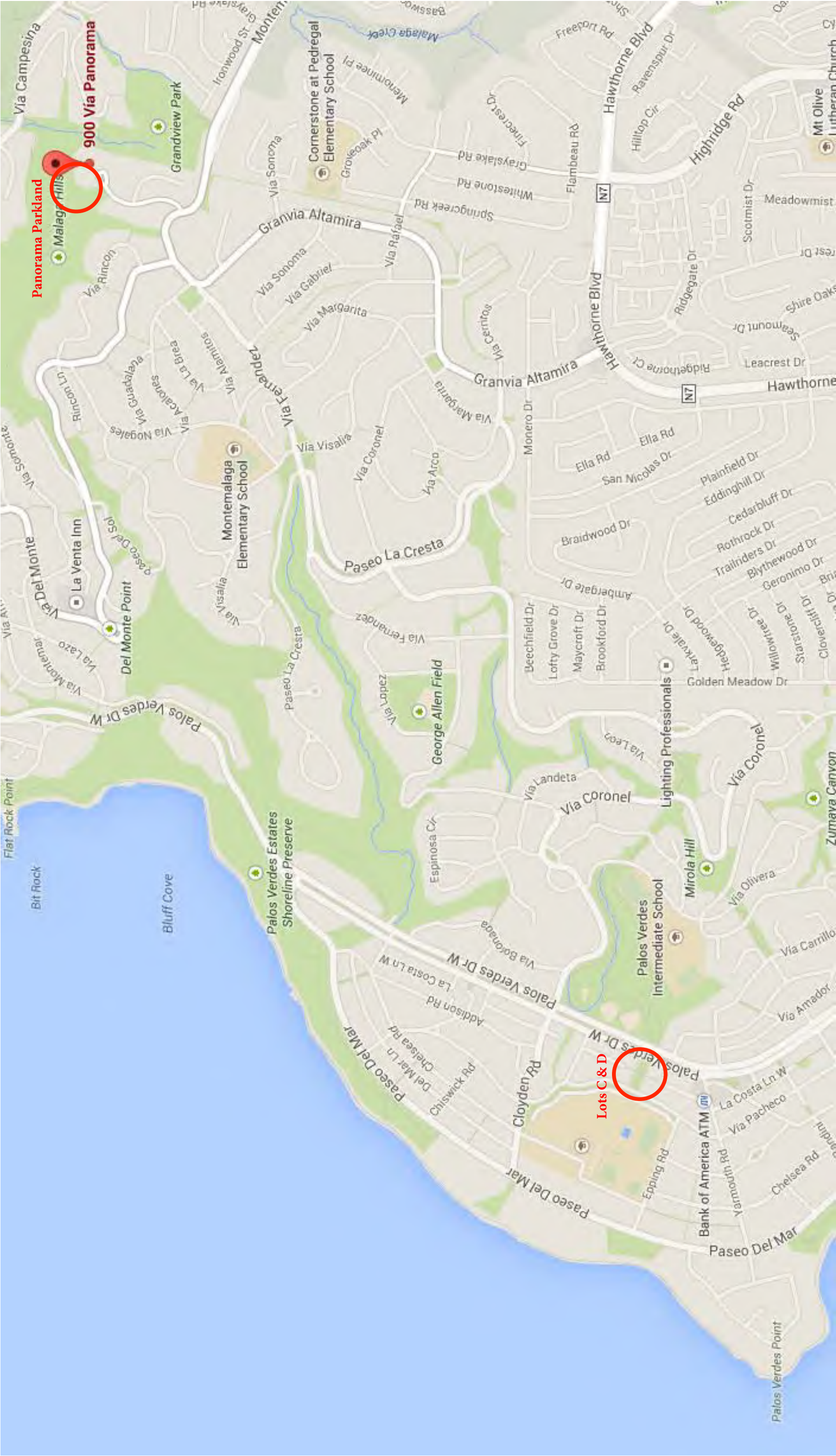
CONTAINS 77,349 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY BOLTON ENGINEERING CORPORATION:

Ross N. Bolton Aug 30, 2012
 Ross N. Bolton R.C.E. 26120 DATE

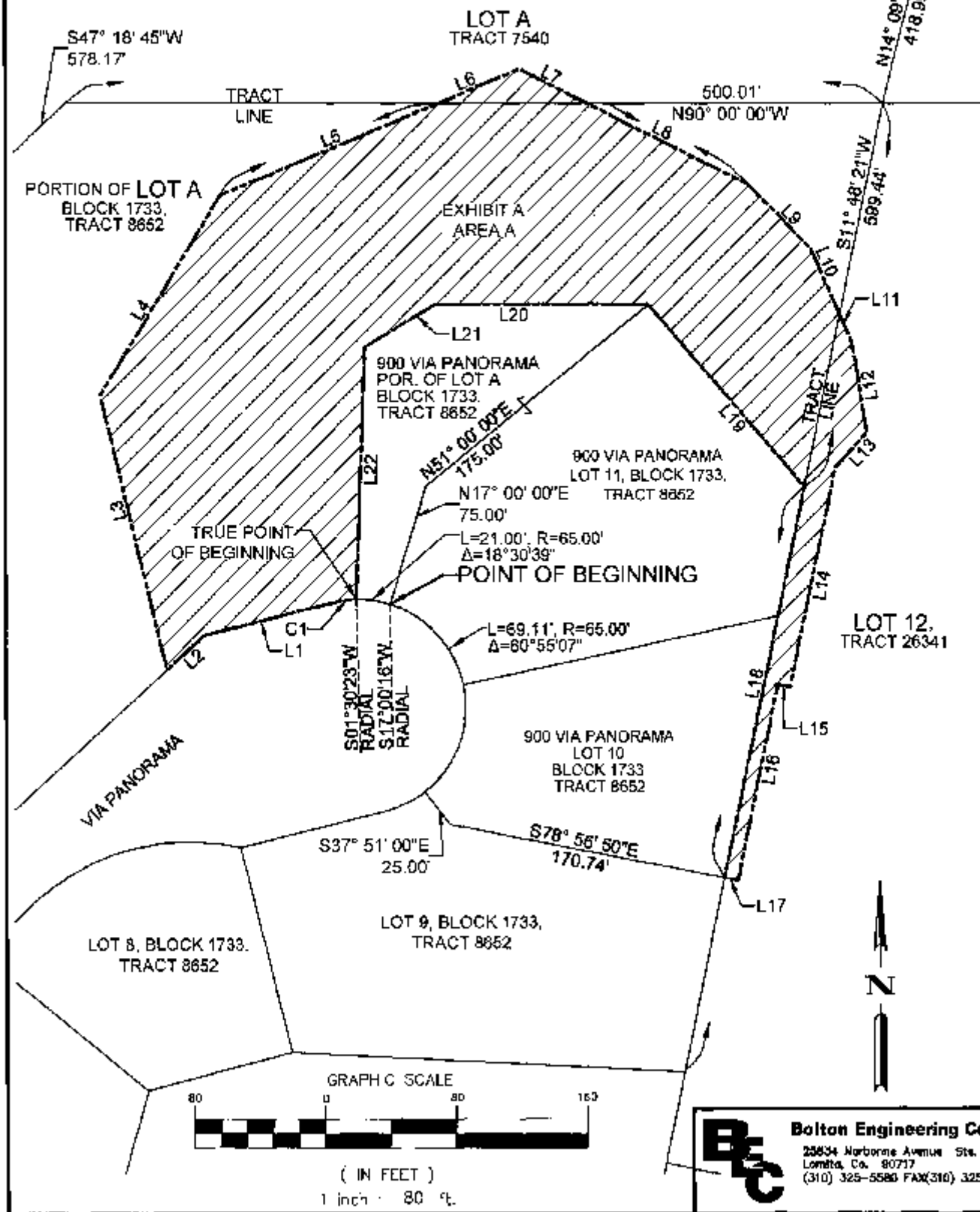




SEE SHEET 2
FOR DETAILS



EXHIBIT "B" **AREA A** **LEGAL DESCRIPTION OF AREA A** **SHEET 2 OF 7**



Bolton Engineering Corp.
 25834 Norborne Avenue Ste. 210
 Lomita, Ca. 90717
 (310) 325-5580 FAX(310) 325-5581

Tract 7333 and Tract 8652
MONTEMALAGA

PROTECTIVE
RESTRICTIONS
PALOS VERDES
ESTATES

LOS ANGELES COUNTY
CALIFORNIA



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

BANK OF AMERICA, *Trustee*
OLMSTED BROTHERS, *Directors of Design*
CHAS. H. CHENEY, *Consultant in City Planning*

PALOS VERDES ESTATES

PROTECTIVE RESTRICTIONS

Summary

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

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

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

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

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

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

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

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

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

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

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

DECLARATION NO. 23 OF ESTABLISHMENT

OF

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

TRACT 7333, MONTEMALAGA, PALOS VERDES ESTATES

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

DATED: AUGUST 27TH, 1925

(FILED OF RECORD, SEPT. 4, 1925, IN BOOK 5190, PAGE 30 ET SEQ., OF OFFICIAL RECORDS OF
LOS ANGELES COUNTY; AS AMENDED BY AMENDMENT NO. 6, DATED DEC. 21, 1925,
RECORDED JAN. 7, 1926, IN BOOK 5283, PAGE 28 ET SEQ., OF OFFICIAL
RECORDS OF LOS ANGELES COUNTY.)

DECLARATION, made this 27th day of August, 1925, by Bank of America, a corporation organized and existing under and by virtue of the laws of the State of California;

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

WHEREAS, said Bank of America, as such successor to Commonwealth Trust Company, is owner of a certain tract of land in the County of Los Angeles, State of California, known as Tract Number 7333 of said County, as per map recorded May 20, 1925, in Book 113, Pages 72 to 75, 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, file in the office of the said County Recorder, in Book 2360, Page 231, of Official Records of said County, a certain Declaration of Establishment of Basic Protective Restrictions, et cetera, and Bank of America, as successor in interest to said Commonwealth Trust Company, did also on December 5th, 1923, file Amendment No. 1 thereto in Book 2940, Page 27, and on June 25th, 1924, Amendment No. 3 thereto, in Book 4019, Page 274, of said Official Records, which said Declaration and Amendments are hereinafter referred to as "Declaration No. 1," covering and applicable to certain property therein described, including all of said Tract No. 7333, above described; and,

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Bank of America hereby certifies and declares that in addition and supplemental to the basic plan set forth in said "Declaration No. 1," it has established and does hereby establish the local plan for the protection, maintenance, development and improvement of said Tract No. 7333, and has fixed and does hereby fix the local protective restrictions, conditions, covenants, reservations, liens and charges upon and subject to which all lots, parcels, and portions of said tract shall be held, leased or sold and/or conveyed by it as such owner, each and all of which is and are for the benefit of all of said tract and of each owner of land therein and shall inure to and pass with said tract and each and every parcel of land therein and shall apply to and bind the respective successors in interest of the present owners thereof, and are and each thereof is imposed upon said realty as a servitude in favor of said property, and each and every parcel of land therein as the dominant tenement or tenements, as follows, to-wit:

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

CLASS A DISTRICTS All of the numbered lots and blocks of said Tract No. 7333 not otherwise established or classified in this section.

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

Lots A, B, C and D.

BUILDING HEIGHT LIMITS **Section 2.** (a) All of said tract is hereby established as a 2½-Story Height District, as defined and limited in said Declaration No. 1.

TYPE OF ARCHITECTURE **Section 3.** (a) All of said tract is hereby established as a Type I Architecture District, as defined and limited in said Declaration No. 1; provided that the main

TYPE I ARCHITECTURE DISTRICTS roofs of all structures erected, constructed, altered or maintained in Type I Architecture Districts in said tract shall be of burned clay tile or slate approved by the Art Jury.

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

In Block 1544, Lots 1 and 2, \$20,000.
In Block 1545, Lots 1 to 4, inclusive, \$20,000.
In Block 1550, Lots 1 to 7, inclusive, \$25,000.
In Block 1551, Lots 1 to 7, inclusive, \$15,000.
Lots 8 and 9, \$18,000.
Lot 10, \$20,000.
Lots 11 and 12, \$15,000.
Lot 13, \$25,000.
In Block 1552, Lots 1 and 2, \$15,000.
Lot 3, \$12,000.
In Block 1553, Lots 1 to 4, inclusive, \$15,000.
In Block 1554, Lots 1 to 7, inclusive, \$20,000.
In Block 1555, Lots 1 and 2, \$20,000.

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

IN BLOCK 1544 Lots 1 and 2 not less than twenty (20) feet from Via Mirabel or from Lot A, except from that portion thereof between Lot 4 in Block 1545 and Lot 1 in Block 1544.

Lots 1 and 2 not less than thirty (30) feet from Via Cochese and not less than twenty (20) feet from Lot A. **IN BLOCK 1545**

Lot 3 not less than twenty-five feet from Via Cochese and not less than twenty (20) feet from Lot A.

Lot 4 not less than twenty (20) feet from Via Mirabel or from Lot A, except from that portion thereof between Lot 4 in Block 1545 and Lot 1 in Block 1544.

Lot 1 not less than forty (40) feet from Via Visalia or Punta Place and not less than twenty (20) feet from Lot C, or Lot D. **IN BLOCK 1550**

Lots 2 and 3 not less than twenty (20) feet from Via Visalia and not less than twenty (20) feet from Lot C.

Lot 4 not less than thirty (30) feet from Via Visalia and not less than twenty (20) feet from Lot C.

Lot 5 not less than forty (40) feet from Via Visalia and not less than twenty (20) feet from Lot C.

Lot 6 not less than fifty (50) feet from Via Visalia and Via Mirabel, and not less than eighty (80) feet from the rounded corner of their intersection and not less than twenty (20) feet from Lot C.

Lot 7 not less than fifty (50) feet from Via Mirabel and not less than twenty (20) feet from Lot C.

Lot 8 not less than twenty-five (25) feet from Via Cochese and not less than twenty (20) feet from Lot C.

Lot 9 not less than fifteen (15) feet from Via Mirabel.

Lot 10 not less than twenty-five (25) feet from Via Mirabel and from Via Cochese and not less than fifty (50) feet from the cut-off corner of their intersection.

Lots 1 and 2 not less than thirty (30) feet from Via Acalanes and Via Visalia. **IN BLOCK 1551**

Lots 3 and 4 not less than forty (40) feet from Via Visalia and Via Mirabel.

Lots 5 to 8, inclusive, not less than thirty (30) feet from Via Mirabel.

Lot 9 not less than twenty (20) feet from Via Mirabel.

Lots 10 to 12, inclusive, not less than twenty (20) feet from Via Acalanes.

Lot 13 not less than sixty (60) feet from Via Acalanes.

Lots 1 and 2 not less than thirty (30) feet from Via Acalanes. **IN BLOCK 1552**

Lot 3 not less than thirty (30) feet from Via Acalanes and Via Nogales and the cut-off corner of their intersection.

Lot 1 not less than forty (40) feet from Via Visalia or Via Mirabel and not less than eighty (80) feet from the rounded corner of their intersection. **IN BLOCK 1553**

Lot 2 not less than forty (40) feet from Via Visalia.

Lot 3 not less than forty (40) feet from Via Visalia or from the Southerly boundary of Lot 3.

Lot 4 not less than forty (40) feet from Via Mirabel or from the Southerly boundary of Lot 4.

Lot 1 not less than forty (40) feet from Via Visalia and not less than five (5) feet from the alley along the Southeasterly line thereof. **IN BLOCK 1554**

Lots 2 to 5, inclusive, not less than forty (40) feet from Via Visalia or Via Mirabel.

Lot 6 not less than forty (40) feet from Via Mirabel or the Southerly boundary of said Lot 6, and not less than eighty (80) feet from the rounded corner of their intersection.

placed on record: (1) as to any property then owned by Bank of America, by Palos Verdes Homes Association and Bank of America; (2) as to any other property, by Palos Verdes Homes Association, the owner or owners of record of two-thirds in area of such property and Bank of America, or its successors in interest, as owners of the reversionary rights therein; provided, however, that in either case no change or modification shall be made without the written consent duly executed and recorded of the owners of record of not less than two-thirds in area of all lands held in private ownership within three hundred feet in any direction of the property concerning which a change or modification is sought to be made, and provided further that this shall not be construed as requiring the consent of the owners of any property not under jurisdiction of Palos Verdes Homes Association; and also provided that any approval given thereto by Palos Verdes Homes Association shall not be valid unless and until said Association shall first have had a public hearing thereon.

RECORDS AND REPORTS **Section 10.** (1) Any agent or officer of Palos Verdes Homes Association and/or the Art Jury may at any reasonable time enter, inspect and report upon any property subject to the jurisdiction of the Palos Verdes Homes Association and/or the Art Jury as to its maintenance or improvement in compliance with the provisions hereof; and Palos Verdes Homes Association, the Art Jury and/or any agent or officer thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.

Palos Verdes Homes Association and/or the Art Jury may issue a certificate of completion and compliance as to any property so inspected and make and collect a charge therefor.

(2) For the purpose of making a search upon or guaranteeing or insuring title to, or any lien on and/or interest in any lot or parcel of said property, and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or non-performance of any of the acts in this Declaration of Restrictions authorized, permitted or to be approved by Palos Verdes Homes Association and/or the Art Jury, the records of the Secretary of Palos Verdes Homes Association and/or of the Art Jury shall be conclusive as to all matters shown by such records and the

issuance of a certificate of completion and compliance by Palos Verdes Homes Association and by the Art Jury showing that the plans and specifications for the improvements or other matters herein provided for, or authorized, have been approved and that the said improvements have been made in accordance therewith, or of a certificate as to any matters relating to Palos Verdes Homes Association or to the Art Jury by the respective secretaries thereof shall be conclusive upon all persons and shall fully justify and protect any title company or person certifying, guaranteeing, or insuring the said title, or any lien thereon, and/or any interest therein, and shall also fully protect the purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of Palos Verdes Homes Association and/or the Art Jury. In any event after the expiration of one year from the date of the issuance of a building permit by Palos Verdes Homes Association for any structure, work, improvement or alteration, the said structure, work, improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all the provisions thereof, unless actual notice executed by Palos Verdes Homes Association and/or the Art Jury of such non-completion and/or non-compliance, shall appear of record in the office of the County Recorder of Los Angeles County, California, or legal proceedings shall have been instituted to enforce completion and/or compliance. (As amended by Amendment No. 6.)

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

**ANNEXATION
OF ADDITIONAL
PROPERTY**

and dues from the owners of said property as therein provided and to grant said owner or owners membership in Palos Verdes Homes Association as therein agreed to and provided; provided, however, that the Art Jury shall have full jurisdiction over all lands and property over which Palos Verdes Homes Association may at any time have jurisdiction.

**REVERSION
OF TITLE**

Section 12. Each and all of said restrictions, conditions, covenants, reservations, liens and charges is and are for the benefit of each owner of land (or any interest therein) in said property and they and each thereof shall inure to and pass with each and every parcel of said property, shall apply to and bind the respective successors in interest of Bank of America. Each grantee of Bank of America of any part or portion of the said property by acceptance of a deed incorporating the substance of this Declaration either by setting it forth or by reference therein, accepts the same subject to all of such restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers of the Art Jury and of Palos Verdes Homes Association. A breach of any of the restrictions, conditions and covenants hereby established shall cause the real property upon which such breach occurs to revert to Bank of America, or its successors in interest, as owners of the reversionary rights herein provided for; and the owner of such reversionary rights shall have the right of immediate re-entry upon such real property, in the event of any such breach; and, as to each lot owner in the said property, the said restrictions, conditions and covenants shall be covenants running with the land, and the breach of any thereof, and the continuance of any such breach, may be enjoined, abated or remedied by appropriate proceedings by the owner of the reversionary rights or by any such owner of other lots or parcels in said property or by Palos Verdes Homes Association, but such reversion shall not affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith and for value; provided, however, that any subsequent owner of said property shall be bound by the said restrictions, conditions and covenants, whether obtained by foreclosure or at trustee's sale or otherwise.

**VIOLATION OF
CONDITIONS**

Section 13. The violation of any of the restrictions or conditions or breach of any

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

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

**VIOLATION
CONSTITUTES
NUISANCE**

Section 15. All of said restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together, but if it shall at any time, be held that any one of said restrictions, conditions, covenants, reservations, liens or charges or any part thereof is invalid, or for any reason becomes unenforceable, no other restriction, condition, covenant, reservation, lien or charge or any part thereof shall be thereby affected or impaired; and the grantor and grantee, their successors, heirs and/or assigns, shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared invalid.

**CONSTRUCTION
AND VALIDITY
OF RESTRICTIONS**

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

**ASSIGNMENT
OF POWERS**

INTERPRETATION
AND ENFORCEMENT
BY PALOS
VERDES HOMES
ASSOCIATION

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

RIGHT TO
ENFORCE

Section 18. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Bank of America, Palos Verdes Homes Associa-

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

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

EXCEPTIONS

IN WITNESS WHEREOF, said Bank of America has this 27th day of August, 1925, hereunto caused its corporate name and seal to be affixed by its Vice-President and Assistant Secretary, thereunto duly authorized.

BANK OF AMERICA,

By JAY E. RANDALL,
Vice-President.

By F. H. TOMKINS,
Assistant Secretary.

(SEAL)

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

On this 3rd day of September, in the year one thousand nine hundred and twenty-five, before me, L. R. Crabtree, a Notary Public in and for said County, personally appeared Jay E. Randall, known to me to be the Vice-President, and F. H. Tomkins, known to me to be the Assistant Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

L. R. CRABTREE,
Notary Public in and for the County of Los Angeles,
State of California.

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 4052, PAGE 86 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 1632, 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

WHEREAS, said Bank of America is the owner of record of two-thirds (2/3) in area of all said above described property; and,

WHEREAS, said Bank of America is the owner of record of not less than two-thirds (2/3) in area of all land held in private ownership within three hundred (300) feet in any direction of property concerning which amendment, change or modification is herein established and which is under jurisdiction of Palos Verdes Homes Association, and by executing this document does give as such owner its written consent to the modifications, changes and amendments herein provided for;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That pursuant to the provisions of Section 3 of Article VI of said Declaration No. 1, and pursuant to the provisions for modification of restrictions in said Declaration No. 20 hereinabove referred to, Bank of America hereby certifies and declares that it has established and does hereby establish, subject to the approval of Palos Verdes Homes Association, a California corporation, the following amendment to said Declaration No. 20 of Establishment hereinabove mentioned:

AMENDMENT TO
DECLARATION
No. 20

Section 1. Said Declaration No. 20 is hereby amended as follows:

(a) All of the local protective restrictions, conditions, covenants, reservations, liens and charges established by said Declaration No. 20, affecting Lots 13 and 14 in Block 1633, 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, of said Tract 7330, are hereby annulled, rescinded and removed, and wherever said lots, blocks or parcels are mentioned in said Declaration No. 20 they are hereby stricken out.

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Bank of America hereby certifies and declares that in addition and supplemental to the basic plan set forth in said "Declaration No. 1," it has established and does hereby establish the local plan for the protection, maintenance, development and improvement of said Tract 8652, and has fixed and does hereby fix the local protective restrictions, conditions, covenants, reservations, liens and charges upon and subject to which all lots, parcels and portions of said tract shall be held, leased or sold and/or conveyed by it as such owner, each and all of which is and are for the benefit of all of said tract and of each owner of land therein and shall inure to and pass with said tract and each and every parcel of land therein and shall apply to and bind the respective successors in interest of the present owners thereof, and are and each thereof is imposed upon said realty as a servitude in favor of said property, and each and every parcel of land therein as the dominant tenement or tenements, as follows, to-wit:

Declaration of Establishment of Restrictions, et cetera, applicable to said Tract 8652:

USES OF
PROPERTY
CLASS A
DISTRICTS

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

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

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

In Block 1641, Lot 9.
In Block 1650, Lots 1 and 2.
In Block 1750, Lots 1 and 2.

CLASS C-1
DISTRICTS

IN WITNESS WHEREOF, said BANK OF AMERICA, as successor of said Commonwealth Trust Company by virtue of the merger hereinbefore referred to, and also as owner of record of more than two-thirds ($\frac{2}{3}$) in area of said property, and said BANK OF AMERICA, as owner of record of not less than two-thirds ($\frac{2}{3}$) in area of all land held in private ownership within three hundred (300) feet in any direction of property concerning which amendment, change or modification is herein established, and which is under jurisdiction of Palos Verdes Homes Association, and PALOS VERDES HOMES ASSOCIATION, a California Corporation, this 21st day of July, 1926, have hereunto caused their corporate names and seals to be affixed by their officers thereunto duly authorized.

BANK OF AMERICA,

By JAY E. RANDALL,
Vice-President.

By F. H. TOMKINS,
Asst. Secretary.

PALOS VERDES HOMES ASSOCIATION,

By J. C. LOW,
President.

By C. H. CHENEY,
Secretary.

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

On this 23rd day of July, 1926, before me, L. R. Crabtree, a Notary Public in and for said County, personally appeared Jay E. Randall, known to me to be the Vice-President, and F. H. Tomkins, known to me to be the Secretary, of BANK OF AMERICA, the corporation that executed the within instrument, and 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 the day and year in this certificate first above written.

L. R. CRABTREE,
Notary Public in and for the County of Los Angeles,
State of California.

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

On this 22nd day of July, 1926, before me, Nellie Grace Frantz, a Notary Public in and for the said County, personally appeared J. C. Low, known to me to be the President, and C. H. Cheney, known to me to be the Secretary of PALOS VERDES HOMES ASSOCIATION, the corporation that executed the within instrument, and 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 the day and year in this certificate first above written.

NELLIE GRACE FRANTZ,
Notary Public in and for the County of Los Angeles,
State of California.

THIS IS TO CERTIFY that said Amendment No. 10 as hereinabove set forth was approved by the Board of Directors of Palos Verdes Homes Association, a California corporation, at a meeting held on the 21st day of July, 1926, at the Lane Mortgage Building, Los Angeles, California, and that the said approval was preceded by a public hearing on said Amendment No. 10, duly advertised by publication in the Los Angeles Examiner.

PALOS VERDES HOMES ASSOCIATION,

By J. C. LOW,
President.

By C. H. CHENEY,
Secretary.

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

On this 22nd day of July, 1926, before me, Nellie Grace Frantz, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. C. Lew, known to me to be the President, and C. H. Cheney, known to me to be the Secretary of PALOS VERDES HOMES ASSOCIATION, the corporation that executed the foregoing certificate, known to me to be the persons who executed the foregoing certificate on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NELLIE GRACE FRANTZ,
Notary Public in and for the County of Los Angeles,
State of California.

THIS IS TO CERTIFY that said Amendment No. 10 hereinabove set forth was approved by the Palos Verdes Art Jury at a meeting held on the 14th day of July, 1926, at the Lane Mortgage Building, Los Angeles, California.

PALOS VERDES ART JURY,

By MYRON HUNT,
President.

By C. H. CHENEY,
Secretary.

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

On this 22nd day of July, 1926, before me, Nellie Grace Frantz, a Notary Public in and for the said County, personally appeared Myron Hunt, known to me to be the President, and C. H. Cheney, known to me to be the Secretary, of the PALOS VERDES ART JURY, that executed the foregoing certificate, known to me to be the persons who executed the foregoing certificate on behalf of the ART JURY named therein, and acknowledged to me that such Art Jury executed the same.

NELLIE GRACE FRANTZ,
Notary Public in and for the County of Los
Angeles, State of California.

DECLARATION NO. 1
DECLARATION OF ESTABLISHMENT
OF

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

PALOS VERDES ESTATES—PARCELS A AND B

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

DATED JUNE 26, 1923

(Recorded July 5, 1923, in Book 2360, Page 231, Official Records of Los Angeles County; as amended by Amendment No. 1 dated Nov. 26, 1923, recorded Dec. 5, 1923, in Book 2940, Page 27, Official Records of Los Angeles County; and as amended by Amendment No. 2 dated June 16, 1924, recorded June 25, 1924, in Book 4019, Page 274, Official Records of Los Angeles County.)

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

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

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

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

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

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

Thence North Thirty-six Degrees (36'), Twenty-three Minutes (23'), Three and Seven-tenths Seconds (3.7"), West Fourteen Hundred Sixteen and Five Hundredths (1416.05) feet.

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

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

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

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

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

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

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

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

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

Thence West Fifty Hundred Forty (5040) feet.

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

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

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

Saving and excepting therefrom that portion thereof described as follows:

Beginning at a point in the North Easterly boundary line of Lot "H," which is South 44 Degrees, 41 Minutes, 12.2 Seconds East, and 3383.42 feet South Easterly from an original corner of Lots "H" and "B," said original corner being marked by a two-inch capped iron pipe; thence South 49 Degrees and 30 Minutes West, a distance of 770.34 feet to a point in the South line of parcel "B"; thence Easterly on the Southerly line of parcel "B," a distance of 1080.62 feet to a point in the North Easterly line of Lot "H," said point being the South Easterly corner of parcel "B"; thence on a course bearing North 44 Degrees, 41 Minutes, 12.2 Seconds West, a distance of 708.67 feet to the point of beginning, the whole inclosing an area of 6.21 acres.

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

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

ARTICLE I

GENERAL BASIC RESTRICTIONS

USES OF PROPERTY PROHIBITED

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

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

DRILLING
FOR OIL
PROHIBITED

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

ENFORCEMENT
BY PALOS
VERDES HOMES
ASSOCIATION
AND PALOS
VERDES ART JURY

LIMITATION OF OCCUPANCY AND OWNERSHIP

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

ARTICLE II

PALOS VERDES HOMES ASSOCIATION

APPROVAL OF PLANS

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

APPROVAL OF SUBDIVISION PLANS

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

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

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

MAINTENANCE AND IMPROVEMENT CHARGES

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

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

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

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

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

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

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

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

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

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

POWERS OF
THE HOMES
ASSOCIATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

other proper officials as may have jurisdiction over streets.

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

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

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

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

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

**ACTION WHEN
HOMES
ASSOCIATION
FAILS TO ACT**

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

ARTICLE V

OTHER RESTRICTIONS

KEEPING OF STOCK OR POULTRY

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

CONSTRUCTION TO BE DILIGENTLY PROSECUTED AND NEW MATERIAL USED

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

STATUS OF SPLIT LOT OWNERSHIP

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

COST OF IMPROVEMENTS

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

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

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

STREET GRADES, CUTS AND FILLS

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

OWNER LIABLE FOR DAMAGE TO STREETS CAUSED BY NEGLECTANCE

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

TRIMMING AND REMOVAL OF TREES AND SHRUBS

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

ARTICLE VI

DURATION, ENFORCEMENT, AMENDMENT

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 charge are changed, modified or extinguished in whole or in part, as to all or any part of the property originally subject thereto, in the manner and to the extent therein provided. In the event that any such written agreement of change or modification be

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

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

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

MODIFICATION
OF BASIC
RESTRICTIONS

MODIFICATION
OF OTHER
RESTRICTIONS

DURATION OF
RESTRICTIONS

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

RECORDS AND REPORTS

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

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

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

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

ANNEXATION OF ADDITIONAL PROPERTY

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

REVERSION OF TITLE

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

**VIOLATION OF
CONDITIONS**

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

**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.

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,

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

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

EXCEPTIONS

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

COMMONWEALTH TRUST COMPANY,

By JONATHAN S. DODGE, *President.*

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

(Seal)

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

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

GRACE A. WAGNER,

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

(Seal)

ARTICLES OF INCORPORATION OF PALOS VERDES HOMES ASSOCIATION

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

I.

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

II.

The purposes for which it is formed are:

- (1) To purchase, construct, improve, repair, maintain, operate, care for, own, and/or dispose of parks, parkways, playgrounds, open spaces and recreation areas, tennis courts, golf courses and/or club houses, swimming pools, bath houses, bathing beaches, boats, boat houses, boat landings, life rafts, life guards, life saving apparatus, skating rinks, hangars and fields for aircraft, band stands, dancing pavilions, casinos, places of amusement, hospitals, museums, aquariums, community buildings, community club houses, and, in general, community facilities appropriate for the use and benefit of its members and/or for the improvement and development of the property hereinafter described.
- (2) To improve, light and/or maintain streets, roads, alleys, trails, bridle paths, courts, walks, gateways, fences, and ornamental features now existing or hereafter to be erected or created, fountains, shelters, comfort stations, and/or buildings and improvements ordinarily appurtenant to any of the foregoing, grass plots and other areas, trees and plantings within the lines of the streets immediately adjoining or within the property hereinafter referred to.
- (3) To purchase, construct, maintain, and operate water works, pumping plants, and systems for the transportation and distribution of water and/or to purchase and distribute water for irrigation, domestic and/or other purposes in connection with the maintenance and use of property under its jurisdiction and care.
- (4) To purchase, construct, improve, and/or maintain sewer systems, storm-water sewers, drains, and other utilities in-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as may be in effect upon any of said property.

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

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

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

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

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

(23) To expend the moneys collected by this corporation from assessments and charges and other sums received for the payment and discharge of costs, expenses, and obligations incurred by said corporation in carrying out any or all of the purposes for which this corporation is formed.

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

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

All of the foregoing purposes and powers are to be carried into effect and exercised for the purpose of doing, serving, and applying the things above set forth for the benefit of that certain district or area and/or the people residing therein, situate in the County of Los Angeles, State of California, being a portion of Lot "H" of the Rancho Los Palos Verdes as set forth and described in that certain deed dated March 1, 1923, executed by Jay Lawyer, et ux,

to Commonwealth Trust Company, a corporation, and recorded in Book 1849, page 389 of Official Records, Records of Los Angeles County, California, together with any and all other property which may hereafter, through the operation of restrictions, conditions, covenants, and/or contracts pertaining to same be placed under or submitted to the jurisdiction of this corporation and be accepted as within the jurisdiction of this corporation by resolution of the Board of Directors of this corporation.

III.

The principal place of business of said corporation shall be in the City of Los Angeles, State of California.

IV.

The term for which said corporation is to exist is fifty (50) years from the date of its incorporation.

V.

The number of directors of said corporation shall be five (5), and the names and residence of the directors who are appointed for the first year and to serve until the election or qualification of their successors are as follows:

| NAMES | RESIDING AT |
|-----------------|---------------------|
| James F. Dawson | Redondo Beach, Cal. |
| John C. Low | Hermosa Beach, Cal. |
| Jay Lawyer | Los Angeles, Cal. |
| J. H. Coverley | Los Angeles, Cal. |
| M. V. Boaz | Los Angeles, Cal. |

VI.

The voting power and property rights and interests of the members shall be unequal and shall be determined and fixed as follows:

For the purpose of determining the voting power and the property rights and interests of each member of the corporation, a building site shall be taken to be a lot (exclusive of streets, open recreation areas, and lands excepted, reserved, segregated or retained in accordance with the restrictions, conditions, and covenants affecting same, shown on any map of record);

(a) Of any ordinary subdivision of said land subject to the jurisdiction of this corporation, or

(b) Of any re-subdivision of any plots or parcels of said land which re-subdivision is permitted by this corporation

and is approved by the restrictions applicable thereto and thereby allowed to be used as a building site, or

(c) Of any subdivision or re-subdivision of any land which hereafter becomes subject to the jurisdiction of the Palos Verdes Homes Association by virtue of restrictions, conditions, covenants, and/or contracts relating thereto, and by acceptance of jurisdiction by the Board of Directors of this corporation.

That each member of this corporation shall have the right to cast as many votes at any meeting of the members of this corporation as the number of building sites to which, as shown by the records of this corporation, he holds the legal or equitable title, and/or contract of purchase; provided, however, that no person or corporation holding title as security for the payment of money or performance of other obligations shall have the right to a vote by reason thereof; and provided, further, that when the legal or equitable title to, or contract for purchase of, a building site is vested in or is in the name of two or more persons in joint tenancy or otherwise, the several owners or contract holders or purchasers of said building site shall collectively be entitled to only one vote, which vote may be cast in the manner provided by the By-laws of this corporation.

Each member of this corporation shall have such an interest in all the property owned by this corporation as is represented by the ratio of the number of votes to which said member is entitled to the total number of votes to which all members of this corporation are entitled; provided, however, that during the continuance and life of this corporation and renewals thereof, no member of this corporation shall have the right of distribution of any real or personal property held by or in the possession or control of this corporation; provided, however, that those persons who are members of this corporation at the time of its dissolution may, upon said dissolution, be and become entitled to such property as may be owned by this corporation and as may be subject to distribution among its members in proportion to their interests and property rights as above determined and according to the law then in force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 16th day of May, 1923.

| | |
|-----------------|--------|
| JAMES F. DAWSON | (SEAL) |
| JOHN C. LOW | (SEAL) |
| JAY LAWYER | (SEAL) |
| J. H. COVERLEY | (SEAL) |
| M. V. BOAZ | (SEAL) |

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

On this 16th day of May, A. D., 1923, before me, NELLIE GRACE FRANTZ, a Notary Public in and for the County of Los Angeles, State of California, personally appeared James F. Dawson, John C. Low, Jay Lawyer, J. H. Coverley and M. V. Boaz, known to me to be the persons whose names are subscribed to the within instrument, and who acknowledged to me that they executed the same.

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

(Notarial Seal)

104057
ENDORSED
FILED

IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF CALIFORNIA

May 24, 1923

FRANK C. JORDAN, *Secretary of State,*
By FRANK H. CORY, *Deputy.*

STATE OF CALIFORNIA
DEPARTMENT OF STATE

I, FRANK C. JORDAN, Secretary of State of the State of California, do hereby certify that I have carefully compared the annexed copy of Articles of Incorporation of

"PALOS VERDES HOMES ASSOCIATION"

with the original now on file in my office, and that the same is a correct transcript therefrom, and of the whole thereof. I further certify that this authentication is in due form and by the proper officer.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Great Seal of the State of California to be affixed hereto this 25th day of May, A. D., 1923.

FRANK C. JORDAN,
Secretary of State.

(GREAT SEAL OF THE
STATE OF CALIFORNIA)

By _____
Deputy.

BY-LAWS
OF
PALOS VERDES HOMES ASSOCIATION

Adopted June 25, 1923, Amended Dec. 5, 1923

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ARTICLE I

MEMBERSHIP AND DUES

**BUILDING SITE
DEFINED** *Section 1.* A "building site" shall be taken to be a lot (exclusive of streets, open recreation areas, and lands excepted, reserved, segregated or retained in accordance with the restrictions, conditions, and covenants affecting same, shown on any map of record):

(a) Of any original subdivision which is now on file or which shall hereafter be filed in the office of the County Recorder of the County of Los Angeles, California, of that certain tract of land situated in the County of Los Angeles, State of California, being a portion of Lot "H" of the Rancho Palos Verdes as set forth and described in that certain deed dated March 1, 1923, executed by Jay Lawyer et ux, to Commonwealth Trust Company, a corporation, and recorded in Book 1849, page 389 of

Official Records of Los Angeles County, California, or

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

(c) Of any subdivision or re-subdivision of any land which hereafter becomes subject to the jurisdiction of Palos Verdes Homes Association by virtue of restrictions, conditions, covenants, and/or contracts relating thereto, and by acceptance of jurisdiction by the Board of Directors of this corporation.

The members of this corporation shall be all who hold legal title of record to any such building site or who, while holding a contract for the purchase of any such building site from Commonwealth Trust

Company, shall reside upon the building site described in such contract. Such holding of legal title or such residence shall be the sole qualification for membership in the corporation. Contract holders shall establish their right to membership to the satisfaction of the Secretary of this corporation.

**QUALIFICATIONS
OF MEMBERS**

Section 2. The following persons shall be qualified to be, and shall become members of this corporation:

(a) Persons holding legal title to or an interest in any such building site, except as provided in (b) of this paragraph and provided, further, that no person or corporation taking title hereafter as security for the payment of money or performance of other obligations shall thereby become entitled to membership.

(b) Persons holding a contract for the purchase of any building site, who shall reside upon the property described in such contract, in which case the holder of the legal title shall not be qualified for membership by virtue of holding the title to such building site.

(c) The owner or owners of land adjoining or adjacent to said property when such land shall have been placed under the jurisdiction of the Art Jury and Palos Verdes Homes Association in accordance with the provisions of Section 6 of this Article.

**CREATION OF
MEMBERSHIP**

Section 3. (a) The acceptance by a grantee of a deed conveying to him such real property as to qualify him for membership in said Association shall ipso facto constitute such grantee a member of said Association.

(b) The acceptance by a purchaser of a contract of sale covering such real property as shall qualify him for membership, together with the act of residing thereon by such purchaser, shall ipso facto constitute such purchaser a member of said Association.

(c) The certificate of the Secretary certifying that a person is a member of this corporation shall be conclusive evidence in favor of all third persons as to the facts recited therein.

**TERMINATION OF
MEMBERSHIP**

Section 4. Whenever a member of said Association becomes disqualified for membership, as hereinabove provided, such person shall ipso facto cease to be a mem-

ber of said Association; if the member holds the legal title to more than one such building site, then upon the transfer of record of the legal title to all his building sites, or, if the member does not hold the legal title to any building site, then upon such member ceasing to be the holder of a contract for the purchase of any such building site or upon his ceasing to reside upon the building site described in such contract. A member holding the legal title of record to more than one building site may transfer membership with each building site transferred and retain membership for each building site not transferred. When a building site is owned of record in joint tenancy or tenancy-in-common, the membership as to such building site shall be joint and the rights of such membership shall be exercised only by the joint action of all owners of such building site.

Section 5. No membership fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of the corporation, except to pay annually the maintenance charge or assessment, which is or may be made a lien on the respective properties of the members, and such other liens, fees and charges as are set forth, authorized or permitted in the Declaration of Establishment of restrictions and conditions of Commonwealth Trust Company, dated June 26th, 1923, and recorded on July 5th, 1923, in the office of the County Recorder of the County of Los Angeles, State of California, in Volume 2360 of Official Records of Los Angeles County at page 231 and following pages, or any amendments thereof, or as set forth in any other Declaration of Commonwealth Trust Company, its assigns or successors in interest, applicable to said property on file or hereafter filed in the office of said County Recorder.

Section 6. If at any time the owner or owners of land adjoining, adjacent or within a distance deemed reasonable by the directors hereof of any portion of said property shall agree with the directors hereof to hold, sell and convey said land subject to conditions, restrictions, covenants, reservations, liens or charges set forth in a declaration of restrictions by such owner or owners approved by the Board of Directors of this corporation and the Art Jury, and such agreement and declaration are

**FEES AND DUES
OF MEMBERS**

**ANNEXATION OF
ADDITIONAL
PROPERTY**

hereafter recorded in the office of the Recorder of the County of Los Angeles, the Board of Directors of this corporation and the Art Jury shall have power to do and perform any and all of the acts and to fix, impose and collect charges, assessments and dues from the owners of lots in such property, on such basis, authority and power as they may have for the said property. Owners and contract holders of such additional property shall be entitled to membership in Palos Verdes Homes Association with property rights and voting power upon the same basis and conditions as herein provided for owners and contract holders already under the jurisdiction of the Palos Verdes Homes Association and the Board of Directors of this corporation and the Art Jury shall thenceforth have and assume the enforcement of the restrictions, conditions, covenants, reservations, liens or charges created for the benefit of the owners of building sites in said last named property, or to which said building sites may at any time be subject.

**PROPERTY
RIGHTS AND
INTEREST**

Section 7. No member of this corporation shall have any right of property in any of the real or personal property held by, or in the possession and control of this corporation, except those persons who are members of this corporation at the time of its dissolution, and their rights shall be determined by the law then in force and effect. Each member of this corporation shall have such an interest in all the property owned by this corporation as is represented by the ratio of the number of votes in which said member is entitled to the total number of votes to which all members of this corporation are entitled; provided, however, that during the continuance and life of this corporation and renewals thereof, that no member of this corporation shall have the right of distribution of any real or personal property held by or in the possession or control of this corporation, provided, however, that those persons who are members of this corporation at the time of its dissolution may, upon said dissolution, be and become entitled to such property, as may be owned by this corporation and as may be subject to distribution among its members in proportion to their interests and property rights as above determined and according to the law then in force and effect.

ARTICLE II

VOTING POWER

At all corporate meetings the voting power of the members of this corporation shall be unequal according to the following rules, to-wit:—

(a) Except as provided in (d) of this paragraph, each member of this corporation shall have at least one vote at any meeting of the members of the corporation.

(b) Except as provided in (d) of this paragraph, each member of this corporation holding legal title to more than one building site shall have the right as such member, at any meeting of the members of this corporation, to cast a number of votes equal to the total number of building sites, the title to which is held by him.

(c) Except as provided in (d) of this paragraph, each person who is a member of this corporation by reason of being a purchaser of more than one building site located in any subdivision of the said property under a contract or contracts of purchase shall have the right to cast as many votes, at any meeting of the members of this corporation, as shall equal the total number of building sites covered by his contract or contracts.

(d) When legal title to a building site is vested in, or subject to contract or agreement to convey to two or more persons in joint tenancy or otherwise, the several owners or purchasers of said building site shall collectively be entitled to one vote only therefor.

ARTICLE III

CORPORATE POWERS

The corporate powers of this corporation shall, except as otherwise provided herein, be vested in a Board of Directors who shall be members of this corporation, and three shall constitute a quorum for the transaction of business but a smaller number may adjourn from time to time.

ARTICLE IV

THE BOARD OF DIRECTORS

Section 1. The Directors shall be elected by secret ballot at the Annual Meeting of the members to serve in the first instance as follows: one for a period of one year, two for a period of two years and two for a period of three years, and to serve until their successors are elected. Their successors shall be elected for a term

**ELECTION OF
DIRECTORS**

of three years. The Board of Directors shall be the judge of the election and qualifications of its own members subject to review by the courts. Any member of the Board of Directors who shall have been convicted of a crime while in office shall thereby forfeit his office.

**VACANCIES
IN THE BOARD
OF DIRECTORS**

Section 2. Vacancies in the Board of Directors shall be filled by the remaining Directors when assembled as a Board and such appointees shall hold office until the next Annual or Special Meeting of the members thereafter at which time an election for the unexpired portion of the term shall be held.

**POWERS OF
DIRECTORS**

Section 3. The Directors shall have power:

(a) To call special meetings of the members whenever they deem it necessary, and they shall call a meeting at any time upon the written request of members holding the legal title of record of 20% in number of all said building sites.

(b) To select from their own number a president and vice-president and to appoint and remove a secretary, building commissioner, manager, and as herein further provided one or more members of the Art Jury, but no director shall serve as any of such officers; and subject to the further provisions hereof, to adopt appropriate resolutions prescribing their duties, fixing their compensation and requiring from them security for faithful service.

(c) Except as otherwise herein provided, to conduct, manage, and control the affairs and business of this corporation and to make regulations and rulings not inconsistent with the laws of the State of California, or of the By-Laws of this corporation for the guidance of the officers and management thereof, provided that not less than one-fourth of the receipts of the total annual maintenance charge or assessment, mentioned in Article I hereof, shall be appropriated and set aside for the sole use and support of the Park and Recreation Board as hereinafter provided.

(d) To determine its own rules of procedure, punish directors for misconduct and compel attendance of directors.

(e) To determine, levy and assess annually the maintenance charge or assessment mentioned in Article I hereof, and such other charges or fees as it may have power or jurisdiction over and to fix the

rate per annum of such maintenance charge or assessment, but never to exceed in any one year the total annual tax rate established for all purposes for the then current fiscal year by the City Council of the old City of Los Angeles.

(f) To make all needful rules and regulations for the conduct of election, for the prevention of fraud in elections and for the recount of the ballots in case of doubt or fraud.

Section 4. It shall be the duty of the Directors:

**DUTIES OF
DIRECTORS**

(a) To cause to be kept a complete record of all their minutes and acts, and of the proceedings of the members, and present a full statement at the regular annual meeting of the members, showing in detail the assets and liabilities of the corporation, and generally the condition of its affairs. A similar statement shall be presented at any other meeting of the members when required by persons holding of record the legal title to at least one-half of the said building sites.

(b) Except as otherwise provided herein, to supervise all officers and see that their duties are properly performed, and cause certificates of membership to be issued to the members of the corporation.

(c) To hold, after due notice, such public hearings as may be necessary or advisable for the modification, amendment, or approval of any restrictions, conditions, covenants, reservations, liens or charges applicable to any property subject to the jurisdiction of this corporation, or applying for acceptance thereof.

ARTICLE V

MEETINGS

Section 1. The annual meeting of the members shall be held in the City of Los Angeles, County of Los Angeles, on the second Tuesday in January of each year, and shall be called by a notice in writing mailed to each member at his last known place of residence or business, or directed to each member at Los Angeles; such notice to be deposited in the United States post-office at Los Angeles at least ten days preceding the date of meeting, and postage thereon must be prepaid.

**MEETINGS OF
MEMBERS**

Special meetings of the members shall be called in like manner after five days' notice.

No meeting of members shall be competent to transact business unless the record holders of legal title to a majority of the said building sites be represented, except to adjourn from day to day or until such time as may be deemed proper.

At such annual meeting of the members, Directors for the ensuing year shall be elected by secret ballot, to serve as herein provided and until their successors are elected. If, however, for want of a quorum or other cause, a member's meeting shall not be held on the day above named, or should the members fail to complete their elections, or such other business as may be presented for their consideration, those present may adjourn from day to day until the same shall be accomplished.

MEETINGS OF DIRECTORS

Section 2. Regular meetings of the Directors shall be held on the second and fourth Wednesday of each month, at the office of this corporation at two o'clock, p.m. provided that the Board of Directors may change, by regulation, the day of holding the regular meeting. No notice of the regular meeting of the Board of Directors need be given. The President or any two of the Directors, may call special meetings of the Directors at any time, and notice shall be given of such called meeting by depositing in the United States Post Office at Los Angeles, California, a written or printed notice thereof, with the postage thereon prepaid, addressed to each Director at the last address left with the Secretary, at least four days before the time of meeting, or by serving personally such notice on each Director one day before such meeting. Such service of notice shall be entered on the minutes of the corporation, and the said minutes, upon being read and approved at a subsequent meeting of the Board shall be conclusive upon the question of service.

Notice specified in this Article for the members need be given only to members appearing as such on the books of the corporation.

All meetings of Directors and sessions of their committees shall be open to members.

ARTICLE VI

REGULATIONS AND RESOLUTIONS

The Board of Directors shall act only by the adoption of a regulation or a resolution; and all regulations and resolutions,

except regulations making appropriations, shall be confined to one subject which shall be clearly expressed in the title. The regulations making appropriations shall be confined to the subject of appropriations. No regulation shall be passed until it has been read on two separate days or the requirement of readings on two separate days has been dispensed with by an affirmative vote of four Directors. The final reading shall be in full, unless the regulation shall have been typed or printed and a copy thereof furnished to each member prior to such reading. The ayes and noes shall be taken upon the passage of all regulations on resolutions and entered upon the journal of the proceedings of the Board of Directors, and every regulation or resolution shall require on final passage the affirmative vote of three Directors. No Director shall be excused from voting except on matters involving the consideration of his own official conduct, or where his financial interests are involved. Provisions shall be made for the printing and publication in full of every regulation within thirty (30) days after its final passage.

ARTICLE VII

THE RECALL

Section 1. The Board of Directors or any director may be removed from office by the members as herein provided.

Any member may make and file with the secretary an affidavit containing the name or names of the director or directors whose removal is sought and a statement of the grounds for removal. The secretary shall thereupon deliver to the member making such affidavit copies of petition blanks for such removal, printed forms of which he shall keep on hand. Such blanks shall be issued by the secretary with his signature and official seal thereto attached; they shall be dated and addressed to the directors, shall contain the name of the person to whom issued, the number of blanks so issued, the name of the director or directors whose removal is sought. A copy of the petition shall be entered in a record book to be kept in the office of the secretary. The petition before being returned and filed shall be signed by members who are holders of record title of at least fifty (50) per cent of all of said building sites owned by members and to every signature shall be added the place of residence of the signer, giving the street and number

PROCEDURE
FOR FILING
RECALL
PETITION

DEPARTMENT DIRECTORS *Section 3.* Each department director shall be appointed by the manager and may be removed by him at any time.

RESPONSIBILITY OF DEPARTMENT DIRECTORS *Section 4.* The department directors and the various boards and officers thereof, except as otherwise provided herein, shall be immediately responsible to the manager for the administration of their departments, and their advice in writing may be required by him on all matters affecting their departments. They shall prepare departmental estimates, which shall be open to public inspection, and they shall make all other reports and recommendations, concerning their departments at stated intervals or when requested by the manager. The Board of Directors, the manager, and any officer or board authorized by them, or either of them, shall have power to make investigations as to corporation affairs, and compel the production of books and papers.

ARTICLE XIV

PARK AND RECREATION BOARD

Section 1. The Department of Parks, Boulevards, Forestry, Music and Recreation shall be under the control and management of a Board to be known as the Park and Recreation Board composed of the manager and three persons named by the manager, well known for their intelligence and integrity, and whose term of office shall be for a period of three (3) years; provided, that the first members of said Board shall so classify themselves by lot that the term of one member shall expire at the end of one year, one at the end of two years, and one at the end of three years from the date of their first appointment, and at the expiration of the term of each member his successors shall be appointed by the manager for a term of three years from the date of expiration of the official term of his predecessor. Vacancies shall be filled by the manager for the unexpired portion of the term. Said commissioners shall serve without compensation. They shall elect their own officers, adopt their own rules and regulations and shall meet at least once a month. Two members of the Board shall constitute a quorum for the transaction of business and an affirmative vote of at least two appointed members shall be necessary to authorize any action of the Board.

Section 2. Said Board shall keep record of its proceedings and shall appoint a Secretary who shall not be a member of the Board and who shall hold office at the pleasure of the Board.

Section 3. The Park and Recreation Board shall also appoint a Landscape Architect, to advise the Board, and a Chief Executive Officer as superintendent under the Board who shall hold office at the pleasure of the Board and who shall in behalf of said Board and of this corporation have charge, supervision and direction of all work and of all officers and employees under said Board and may dismiss any officer or employee under him except the Secretary and Landscape Architect of the Board or other consulting expert who may be called in to render special service.

Section 4. The Park and Recreation Board shall have power and it shall be its duty:

(a) To devise and adopt a system of parks, parkways, boulevards, playgrounds, recreation areas and open spaces for the use of the members of this corporation and the inhabitants of said land, and by and with the approval and authority by regulations of the Board of Directors, to lease, purchase, and/or otherwise acquire in the name of this corporation lands for parks, parkways, playgrounds, recreation areas and/or common lands for general welfare and by and with the approval and authority by regulation of the Board of Directors to establish, change and/or re-establish the grade of any boulevard, parkway or other property under its supervision or control, and no change shall be made in the grade of any street subject to the jurisdiction of the Park and Recreation Board unless the Park and Recreation Board shall approve such change of grade.

(b) To superintend, control and manage any and all parks, parkways, boulevards, playgrounds, open spaces and recreation areas, tennis courts, golf courses and/or club houses, swimming pools, bath houses, bathing beaches, boats, boat houses, boat landings, life rafts, life guards, life saving apparatus, skating rinks, hangars and fields for air craft, band stands, dancing pavilions, casinos, places of amusement, community buildings, aquariums, and in general community facilities appropriate

SECRETARY

OTHER OFFICERS AND EMPLOYEES

POWERS AND DUTIES OF THE PARK AND RECREATION BOARD

for the use and benefit of members and/or for the improvement and development of said property, grass plots and other areas, and all trees or plantings, within the lines of streets, parkways, walks, or other easements or rights-of-way, or on school or other public grounds by arrangement with public authorities having jurisdiction therein, and except as otherwise provided herein all improvements in, on, or upon the same belonging to or under control of this corporation, and of such other grounds and thoroughfares as may upon the recommendation of the Park and Recreation Board be placed under the control and management of said Board and by and with the approval of the Board of Directors to construct, improve, adorn, regulate and maintain the same in such manner as it may deem best, and to establish a width of sidewalk on all boulevards and parkways. And the Board of Directors shall, upon the recommendation of the Park and Recreation Board, pass regulations for the control and orderly government of the same, and other lands subject to its control, and prescribe penalties for the violation thereof. No building, structure, planting or improvement of any kind shall be erected, constructed, altered or maintained in, on, or upon any land or portion of said property under the jurisdiction of the Park and Recreation Board except with the approval and authority of the Park and Recreation Board; nor shall any land or any portion of said property be acquired or leased by the Homes Association, nor any property once subject to the jurisdiction of the Park and Recreation Commission be at any time sold, conveyed, mortgaged, leased, encumbered, or in any way disposed of except with the approval of the Park and Recreation Board. No building or structure for any purpose other than a park purpose shall be erected, constructed, altered or maintained upon any land subject to the jurisdiction of the Homes Association, when such land has been accepted for park purposes only.

(c) To plant or replant, trim, cut back, remove or replace, care for and/or maintain hedges, trees, shrubs, or flowers on vacant or unimproved lots or on other private property as far as may be permitted by the restrictions applicable thereto and thereby allowed, and to remove and/or burn grass, weeds, or any unsightly or obnoxious thing therefrom.

(d) To make such agreements with county, township, state, national or other public officials, or with any corporation or individual, for and in behalf of the owners of said property and of this corporation, for a division of the work upon any property subject to the jurisdiction of the Park and Recreation Board or for the care, maintenance and improvement of the same, as will enable the Homes Association to co-operate with the said officials, corporations or individuals to secure the greatest benefit to the said property or portions thereof.

(e) By and with the approval of the Board of Directors, to accept bequests and donations, and to take and hold title to real and/or personal property, and to administer and disburse and/or dispose of the same and/or to use the income and/or proceeds therefrom for the purposes for which it is established.

ARTICLE XV

PLANNING BOARD

Section 1. There shall be a Planning Board of five members consisting of the Manager, the Director of Works and Utilities, and three members of the Homes Association, one of whom may also be a member of the Park and Recreation Board, named by the Manager whose term of office shall be for a period of three years; provided that the first appointed members of said Board shall so classify themselves by lot that the term of one member shall expire at the end of one year, one at the end of two years and one at the end of three years from the date of their first appointment, and at the expiration of said term his successor shall be appointed by the Manager for a term of three years. Vacancies shall be filled by the Manager for the unexpired portion of the term. Said board members shall serve without compensation. They shall elect their own officers, adopt their own rules and regulations and shall meet at least once a month. Three board members, at least two of whom shall be appointed members, shall constitute a quorum for the transaction of business.

Section 2. The Planning Board shall appoint a Consultant in City Planning to advise the Board and a Secretary who shall have some knowledge of city planning. The Engineer of the Department of Works

SECRETARY
AND OTHER
EMPLOYEES

and Utilities shall also serve as Chief Engineer of the Planning Board, and it shall be his particular duty to make recommendations designed to bring all the engineering work of this corporation into harmony as parts of one comprehensive plan. The Planning Board shall have power to call upon any officer or department or board of this corporation at any time for information and advice, which in its opinion, will insure the efficiency of its work.

**POWERS AND
DUTIES OF THE
PLANNING
BOARD**

Section 3. (a) The Planning Board shall have full and sole authority on behalf of this corporation to give approval in the name of the Homes Association for each subdivision or re-subdivision plat or map of any property subject to the jurisdiction of the Homes Association. Each such approval shall be certified to the Secretary of the Homes Association who shall thereupon affix the official seal of the corporation.

(b) It shall be the duty of the Planning Board to keep itself informed of the progress of city planning in this and other countries, to make studies and recommendations for the improvement of the general plan of the Palos Verdes region and vicinity with a view to the present and future movement of traffic, the convenience, amenity, health, recreation, general welfare, and other needs of this area dependent on such plan; to consider and report upon the designs and their relation to the general plan, of all new public ways, lands, buildings, bridges, and all other public places and structures, of additions to and alterations in those already existing, and of the layout or plotting of new subdivisions of this area or of territory adjacent thereto.

(c) All acts of the Board of Directors, officers or boards of this corporation affecting the general regional plan for Palos Verdes Rancho or any part thereof, shall be submitted to the Planning Board for report and recommendations. The Board of Directors may at any time call upon the Planning Board to report with recommendations, and the Planning Board of its own volition may also report to the Board of Directors with recommendations on any matter which in the opinion of either body, affects the general regional plan. Any matter referred by the Board of Directors to the Planning Board shall be acted upon by the Planning Board within thirty days of the date of reference, unless a longer or

shorter period is specified. No action by the Board of Directors involving any points hereinbefore set forth shall be legal or binding until it has been referred to the Planning Board and until the recommendations of the Planning Board thereon have been accepted or rejected by the Board of Directors.

**ANNUAL
REPORT**

(d) The Planning Board shall submit to the Board of Directors an annual report summarizing the activities of the Planning Board for the fiscal year, the recommendations made by it to the Board of Directors during the year and the action of the Board of Directors during the year on any and all recommendations made by the Planning Board in that or former years. The annual report of the Planning Board shall also contain a program for improvements to the regional plan year by year during the three years next ensuing, with estimates of the cost thereof and recommendations as to how the cost shall be met.

ARTICLE XVI

HEALTH BOARD

Section 1. The Department of Health shall be under the control and management of the Health Board composed of the Manager and three persons named by the Manager because of their special knowledge of public health and welfare matters, provided that at least one of said members shall be selected from a list of three persons nominated by the County Medical Society of Los Angeles County. The term of office of said members shall be for a period of three years, provided that the first members of said Board shall so classify themselves by lot that the term of one member shall expire at the end of one year, one at the end of two years and one at the end of three years from the date of their first appointment. And at the expiration of the term of each member his successor shall be appointed by the Manager for a term of three years from the date of expiration of the official term of his predecessor. Vacancies shall be filled by the Manager for the unexpired portion of the term. They shall elect their own officers, adopt their own regulations, and meet at least once a month.

Section 2. The Board shall appoint a Health Officer who shall be a person well trained in matters of public health, not necessarily an inhabitant of said property,

**HEALTH
OFFICER**

supplies or services, except on behalf of the corporation as a member of the Board of Directors, officer or employee; no officer or employee of a public utility operating on the Palos Verdes Rancho shall be a member of the Board of Directors. Any willful violation of this section shall constitute malfeasance in office, and any member of the Board of Directors, officer, or employee found guilty thereof, shall thereby forfeit his office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with this corporation, shall render the contract involved voidable by the manager or the Board of Directors.

ARTICLE XIX

BOOKS AND PAPERS

The books and such papers as may be placed on file by vote of the members or Directors shall, at all times in business hours, be subject to the inspection of the Board of Directors or of any member.

ARTICLE XX

CERTIFICATE OF MEMBERSHIP

Certificates of membership shall be of such form and device as the Board of Directors may direct, and each certificate shall be signed by the President and by the Secretary, and express on its face its number, date of issuance, the description of the building sites for which, and the person to whom it is issued, and shall contain a statement that the property rights and interest in the corporation, evidenced by said certificates, shall be appurtenant to the building site therein described, and that the membership, represented by the certificate, shall be transferred only with a building site described in the certificate.

If a certificate shall be lost or destroyed,

the Board of Directors may order a new certificate issued upon such guaranty by the parties claiming the same as the Directors may deem satisfactory.

ARTICLE XXI

TRANSFER OF MEMBERSHIP

Upon satisfactory evidence of such transfer of a building site the membership of the transferor shall be marked "cancelled" on the books of the corporation as to the building site transferred, without requiring a surrender or cancellation of the transferor's certificate of membership and a new certificate of membership may thereupon be issued to such transferee.

If a certificate shall be lost or destroyed, the Board of Directors may order a new certificate issued upon such guaranty by the parties claiming the same as the Directors may deem satisfactory.

ARTICLE XXII

AMENDMENTS

The By-Laws may be repealed or amended or new By-Laws may be adopted at any meeting of the members by a vote representing two-thirds of all the said building sites owned by members, or by the Board of Directors when thereunto authorized at any meeting of the members, by a vote representing two-thirds of all the said building sites, or by the written assent of the record holders of the legal titles to two-thirds of all the said building sites.

ARTICLE XXIII

SEAL

The corporation shall have a common seal, consisting of a circle, having conveniently arranged on said seal the words, "PALOS VERDES HOMES ASSOCIATION, California, Incorporated May, 1923."

WRITTEN ASSENT TO BY-LAWS

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, being the holders of more than two-thirds of the memberships of PALOS VERDES HOMES ASSOCIATION, a corporation under the laws of the State of California, and having its principal place of business in the City of Los Angeles, County of Los Angeles, in said State, hereby assent to the foregoing By-Laws contained on page 1 to page 27, both inclusive, of this "Book of By-Laws," and we hereby adopt the same as and for the By-Laws of said corporation.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 25th day of June, 1923.

(Signed) JAY LAWYER,
JOHN C. LOW,
JAMES FREDERICK DAWSON,
J. H. COVERLEY,
M. V. BOAZ.

CERTIFICATE TO BY-LAWS

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, being and constituting a majority of the Directors, and the Secretary of PALOS VERDES HOMES ASSOCIATION, a corporation under the laws of the State of California, and having its principal place of business in the City of Los Angeles, County of Los Angeles, in said State, do hereby certify and declare that the above and foregoing By-Laws set forth and contained on pages 1 to 27, both inclusive, of this "Book of By-Laws," were duly made and adopted as and for the By-Laws of said corporation, and do now constitute and are the By-Laws thereof.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 25th day of June, 1923.

(Signed) JAY LAWYER,
JOHN C. LOW,
JAMES FREDERICK DAWSON,
J. H. COVERLEY,
M. V. BOAZ.

Attest:
M. V. BOAZ, Secretary.

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 A, B, C, D, E, F, G, H, I, J, K, L and M of Tract 6882, as per map recorded in Book 76, pages 20 and 21, of Maps, records of said Los Angeles County.

Item 2. (a) Lot A of Tract 6884, as per map recorded in Book 82, pages 68 to 71 inclusive, of Maps, records of said Los Angeles County, except that portion thereof described as follows:

Beginning at a point in the most Westerly line of said Lot A which is North 20° 01' 16" West thereon 43 feet from the Southerly line of said lot; thence North 64° 44' 49" East 226.12 feet, more or less, to a point on the Northerly line of said lot; thence along said Northerly line in a generally westerly direction to the Northwesterly corner of said lot; thence along the said most Westerly line of said lot in a generally Southerly direction, 3.21 feet and 22.20 feet, more or less, to the point of beginning, enclosing an area of 0.13 acre, more or less.

(b) Lots B, C, D, E, G, H and I of said Tract 6884.

Item 3. (a) Lot H of Tract 6885, as per map recorded in Book 78, pages 49 to 52 inclusive, of Maps, records of said Los Angeles County, except that portion thereof lying between the Northerly line of Granvia La Costa (now known as Palos Verdes Drive West) as said line is shown on said map of Tract 6885, and a line drawn from the Easterly line of Lot 1 in Block 1613 of said tract in a generally Easterly direction and parallel to the straight section of said Northerly line of Granvia La Costa and 10 feet Nor-

therly therefrom, enclosing an area of 0.072 acre, more or less.

(b) Lots K, L, M, O, P, Q, R, T, U, W and X of said Tract 6885.

Item 4. (a) Lots E, F, G and K of Tract 6886, as per map recorded in Book 83, pages 77 to 80 inclusive, of Maps, records of said Los Angeles County.

(b) Lots H and W of said Tract 6886, except those portions thereof lying between the Southerly line of Granvia La Costa (now known as Palos Verdes Drive West) as said line is shown on said map of Tract 6886, and a line drawn parallel thereto and 34 feet Southerly therefrom, extending from the Northeasterly line of said Lot H to the Southwesterly line of said Lot W, enclosing an area of 0.271 acre, more or less; and also except those portions of said Lots H and W described as follows:

Beginning at a point in said line drawn parallel to the Southerly line of Granvia La Costa and 34 feet Southerly therefrom, said point being distant 79.04 feet in a Southwesterly direction from the Northeasterly line of said Lot H (a radial line to said point, of the curve in said parallel line, having a bearing of South 26°07'53" East); thence North 83°16'10" East 87.06 feet, more or less, to a point in the Northeasterly line of said Lot W; thence along the Northeasterly lines of said Lots W and H to the intersection of said parallel line with the Northeasterly line of said Lot H; thence along said parallel line in a Southwesterly direction to the point of beginning, enclosing an area of 0.023 acre, more or less.

(c) That portion of Lot J of said Tract 6886, lying Southwesterly from a straight line drawn from the most Southerly corner of Lot D of said tract to the Northeasterly corner of Lot 8 in Block 1436 of Tract 6884, as per map recorded in Book 82, pages 68 to 71 inclusive, of Maps, records of said Los Angeles County, enclosing an area of 0.30 acre, more or less.

(d) That portion of Lot M of said Tract 6886, described as follows:

Commencing at a point in the most Westerly line of Lot A of Tract 6884, as per map recorded in Book 82, pages 68 to 71 inclusive, of Maps, records of said Los Angeles County, which point is North 20°01'16" West thereon 43 feet from the Southerly line of said Lot A; thence North 64°44'49" East 226.12 feet, more or less, to a point on the Southerly line of said Lot M, which point is the true point of beginning of this description; thence North 86°15'53" East 169.73 feet to a point in said Lot M which is distant 34 feet Southerly, measured at right angles, from the line of Granvia La Costa (now known as Palos Verdes Drive West) as said line is shown on said map of Tract 6886; thence in a generally Easterly direction along a line drawn

parallel to and distant 34 feet Southerly from said line of Granvia La Costa to a point in the Easterly line of said Lot M; thence along the Easterly and Southerly lines of said Lot M to the point of beginning, enclosing an area of 0.25 acre, more or less.

(e) Lots N and O of said Tract 6886, except that portion of said Lot N lying between the Southerly line of Granvia La Costa (now known as Palos Verdes Drive West) as said line is shown on said map of Tract 6886, and a line drawn parallel thereto and 34 feet Southerly therefrom, extending from the Westerly line of said Lot N to the Easterly line thereof, enclosing an area of 0.839 acre, more or less; and also except those portions of said Lots N and O described as follows:

Beginning at the intersection of said parallel line with the Westerly line of said Lot N; thence South $30^{\circ}31'10''$ East along said Westerly line and the Westerly line of said Lot O, 31.54 feet; thence North $62^{\circ}49'04''$ East 305.12 feet to a point in said Lot O; thence North $60^{\circ}28'18''$ East 252.22 feet, more or less, to a point on the Northerly line of said Lot O; thence North $60^{\circ}28'18''$ East 81.79 feet, more or less, to a point on said parallel line; thence along said parallel line in a generally West-erly direction to the point of beginning, enclosing an area of 0.56 acre, more or less.

(f) Lot P of said Tract 6886, except that portion thereof lying Westerly from a line drawn parallel to the Easterly line of Granvia La Costa (now known as Palos Verdes Drive West) as said line is shown on said map of Tract 6886, and distant 40 feet Easterly therefrom, comprising an area of 0.569 acre, more or less.

Item 5. (a) Lot A of Tract 7540, as per map recorded in Book 104, pages 56 to 59 inclusive, of Maps, records of said Los Angeles County, except those portions thereof described as follows:

(1) Beginning at the Southeast-erly corner of Lot 14 in Block 1750 of said tract; thence South $14^{\circ}09'40''$ West along the Easterly line of said Lot A, 64 feet to a point in said Easterly line; thence North $76^{\circ}23'15''$ West 136.71 feet, more or less, to a point on the South-erly prolongation of the Westerly line of said Lot 14; thence North $19^{\circ}13'55''$ West along the said Southerly prolongation, 45 feet to the Southwesterly corner of said Lot 14; thence South $85^{\circ}35'10''$ East along the South-erly line of said Lot 14, 153.84 feet to the point of beginning, enclosing an area of 0.178 acre, more or less.

(2) Commencing at the Westerly terminus of that certain course in the Northerly boundary of said Lot A, having a length of 420.89 feet and a bearing of North $83^{\circ}00'36''$ East, as shown on said map of said tract; thence South $57^{\circ}33'26''$ West 81.57 feet to the true point of beginning of this description; thence South $19^{\circ}52'15''$

East 90 feet; thence South 70°07'45" West 50 feet; thence North 19°52'15" West 90 feet; thence North 70°07'45" East 50 feet to the point of beginning, enclosing an area of 0.108 acre, more or less.

(3) Commencing at the Westerly terminus of that certain course in the Northerly boundary of said Lot A, having a length of 350.15 feet and a bearing of South 79°27'53" East, as shown on said map of said tract; thence South 03°06'02" East 12.15 feet to the true point of beginning of this description; thence South 19°31'53" East 60 feet; thence South 70°28'07" West 40 feet; thence North 19°31'53" West 60 feet; thence North 70°28'07" East 40 feet to the point of beginning, enclosing an area of 0.055 acre, more or less.

(4) Commencing at the Northwesternly terminus of that certain course in the Southwesterly boundary of said Lot A, having a length of 230.08 feet and a bearing of North 24°06'51" West, as shown on said map of said tract; thence North 76°03'03" East 45.85 feet to the true point of beginning of this description; thence North 54°41'20" West 50 feet; thence North 35°19'40" East 100 feet; thence South 54°41'20" East 50 feet; thence South 35°19'40" West 100 feet to the point of beginning, enclosing an area of 0.115 acre, more or less.

(b)(1) An easement, heretofore reserved to the Grantor herein by deed recorded in Book 10326, page 288, of Official Records of said Los Angeles County, for a storm-water drain ditch, approximately twenty (20) feet in width, through the portion of said Lot A of Tract 7540 described as Item 5 (a)(1) above, and lying to the North of a certain three (3) foot easement for an electrical conduit described in said recorded deed, between said last-mentioned easement and a straight line drawn from the Northeastern corner of said portion of Lot A, Westerly, to intersect the Westerly line of said portion of Lot A at a point distant 7.60 feet Southeasternly from the Northwesternly corner of said portion of Lot A.

(2) An easement, heretofore reserved to the Grantor herein, for a storm drain over and across that portion of said Lot A of Tract 7540 described as Item 5 (a)(2) above.

(c) Lot B of said Tract 7540, except that portion thereof described as follows:

Beginning at the Southeasterly corner of Lot 14 in Block 1730 of said tract; thence North 09°00'00" East along the Easterly line of Lots 14 and 15 in said Block 1730, 190 feet to the most Easterly corner of said Lot 15, said corner being a point in the Southerly right-of-way line of Via Campesina; thence South 44°00'00" East along said right-of-way line, 10 feet to the beginning of a curve concave to the Northeast and having a radius of 309.17 feet;

thence Southeasterly along said curve, and continuing along said right-of-way line, 25 feet to a point therein (a radial line to said curve at said point bears North 41°22'01" East); thence South 06°49'20" West 232 feet; thence South 83°44'01" West 44.29 feet, more or less, to a point in the Westerly line of said Lot B; thence North 14°09'40" East along said Westerly line, 64 feet to the point of beginning, enclosing an area of 0.164 acre, more or less.

(d) An easement, heretofore reserved to the Grantor herein by deed recorded in Book 10326, page 266, of Official Records of said Los Angeles County, for a storm-water drain ditch, approximately twenty (20) feet in width, through the portion of said Lot B of Tract 7540 described as Item 5 (c) above, being in and over that portion of said Lot B described as follows:

Beginning at a point in the Westerly line of said portion of Lot B, distant 43.50 feet Northeasterly from the Southwesterly corner of said portion of Lot B; thence Easterly, intersecting the easterly line of said portion of Lot B at a point distant 37.8 feet Northeasterly from the Southeasterly corner of said portion of Lot B; thence North 06°49'20" East along the Easterly line of said portion of Lot B, 20.50 feet; thence westerly in a straight line to the Southeasterly corner of Lot 14 in Block 1730 of said tract; thence South 14°09'40" West along the Westerly line of said portion of Lot B, 20.5 feet, more or less, to the point of beginning.

(e) Lot E of said Tract 7540, except that portion thereof described as follows:

Beginning at the Northwestern corner of Lot 1 in Block 1630 of Tract 7142, as per map recorded in Book 82, pages 83 and 84, of Maps, records of said Los Angeles County; thence North 45°18'36" East along the Northwestern boundary of said Lot 1, 213.70 feet to the most Northerly corner thereof; thence South 60°37'10" West 123.53 feet to a point in said Lot E; thence South 26°16'40" West 100.02 feet, more or less, to the point of beginning, enclosing an area of 0.08 acre, more or less.

Item 6. Lot B of Tract 10561, as per map recorded in Book 161, pages 9 and 10, of Maps, records of said Los Angeles County.

Item 7. Lots A, B, C, D and E of Tract 10624, as per map recorded in Book 163, pages 7 to 9 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. 2, recorded in Book 2698, page 290, in Declaration No. 4, recorded in Book 2966, page 249, in Declaration No. 5, recorded in Book 2863, page 364, in Declaration No. 6, recorded in Book 2779, page 114, and in Declaration No. 12, recorded in Book 4803, page 175 of said Official Records (said Declarations having been executed by said Bank of America); and in Declaration No. 27 (executed by Bank of Italy National Trust and Savings Association, successor in interest to said Bank of America), recorded in Book 8134, page 261 of said Official Records; and in Amendment No. 3 to said Declarations Nos. 2, 4, 5 and 6, recorded in Book 4019, page 274, and in Amendment No. 6 to said Declarations Nos. 5 and 6, recorded in Book 5583, page 28 of said Official Records (said Amendments having been executed by said Bank of America); and in those certain conveyances executed by said Bank of America to Grantor herein and recorded in Book 3400, page 279 and in Book 4459, page 123 of said Official Records, executed by said Bank of Italy National Trust and Savings Association to Grantor herein and recorded in Book 7372, page 273 and in Book 9357, page 253 of said Official Records, and executed by Bank of America National Trust and Savings Association to Grantor herein and recorded in Book 11605, page 164 and in Book 13800, page 308 of said Official Records, whereby there was estab-

lished 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 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.

(c) That rights-of-way for road purposes are reserved upon and across Item 5 (a) of said realty to provide access to certain streets from properties of the Palos Verdes Water Co., as follows: (1) to Via Pinale from "Pump House No. 5" whose location is described in paragraph (2) under said Item 5 (a); to Via Ramon or Via Campesina from "Main Pressure Break" whose location is described in paragraph (3) under said Item 5 (a); and (3) to Lot H of Tract 7142, as per map recorded in Book 82, pages 83 and 84, of Maps, records of said Los Angeles County, over which lot a further right-of-way continues to Via Rincon, from "No. 5 Reservoir" whose location is described in paragraph (4) under said Item 5 (a).

(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 electric energy, in and over said Lots P and Q of Tract 6885, as per deed dated February 6, 1925 from Grantor herein to Southern California 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 said Lot Q of Tract 6885 and said Lot A of Tract 7540, as per deed dated June 10, 1927 from Grantor herein to said Edison Co.; and also in and over said Lots B and E of Tract 7540, as per deed dated 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 said Lot Q of Tract 6885, said Lots A, B and E of Tract 7540 and said Lot A of Tract 10624, as per deed dated October 3, 1929 from Grantor herein to said Telephone Co.; and also in and over said Lot B of Tract 7540 as per deed dated September 7, 1932 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, and in that certain section, entitled "Modification of Restrictions", of Declarations Nos. 2, 4, 5, 6, 12 and 27 of Establishment of Local Protective Restrictions hereinabove referred to.

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.

Harmoned Lake
Chairman

Walter Miller
President

Everett M. York
Secretary

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 Walter B. Miller, 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 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

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 7533, as per map recorded in Book 113, pages 72 to 75 inclusive, of Maps, records of said Los Angeles County.

Item 4. (a) Lots A, B, 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 65°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 E, 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 6043, as per map recorded in Book 142, pages 28 to 33 inclusive, of maps, records of said Los Angeles County.

Item 7. (a) Lots B and C of Tract 6652, as per map recorded in Book 135, pages 35 to 37 inclusive, of Maps, records of said Los Angeles County.

(b) Lot A of said Tract 6652, 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 $17^{\circ}00'00''$ East along the westerly line thereof, 75 feet; thence North $51^{\circ}00'00''$ East along the Northwesterly line thereof, 175 feet to the most Northerly corner thereof; thence due East 150 feet; thence South $89^{\circ}00'00''$ West 50.5 feet; thence South $02^{\circ}01'46''$ West 155.12 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 aers. more or less.

(2) Beginning at the Northerly corner of Lot 6 of Block 1752 of said tract; thence along the Northwest-erly prolongation of the Northeast-erly line of said Lot 6, North $42^{\circ}13'30''$ West 70 feet; thence South $47^{\circ}46'50''$ West 68 feet; thence South $13^{\circ}59'40''$ West 142.30 feet, more or less, to the Westerly corner of said Lot 6; thence along the Northwesterly line thereof North $43^{\circ}55'25''$ 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 132, 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 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. 4, recorded in Book 2966, page 248; Declaration No. 20, recorded in Book 3168, page 80, in Declaration No. 23, recorded in Book 5190, page 30, in Declaration No. 24, recorded in Book 7168, page 549, and in Declaration No. 25, recorded in Book 6052, page 86, 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 5583, 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 14543, 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 267 of said Official Records; and in that certain conveyance executed by said Bank of America to Grantor herein and recorded in Book 5400, 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 360, in Book 11605, page 184, in Book 13900, page 308 and in Book 14125, 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 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; 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 7142 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 7534 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 15, 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, 1929 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 2 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 1st 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.

Harmon C. Taylor
Chairman

Wm. E. Wiltburg
Vice-President

Everett M. Cook
Secretary

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.} ~~Walter E.~~
~~Miltentberger~~ ^{Walter} Bray, known to me to be the President, and Everett H. York, known to
me to be the Secretary, of Palos Verdes Homes Association, the cor-
poration that executed the within instrument, known to me to be the
persons who executed the within instrument on behalf of the corpora-
tion 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, 1942.

RESOLUTION #12

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 Northeastly 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 774.50 feet; thence along said curve 236.30 feet to the beginning of a curve concave to

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the South and having a radius of 4942.5 feet; thence along said curve 31.64 feet to the end thereof; thence due South 32.28 feet; thence South $38^{\circ} 13' 32''$ 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 161, 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 6883, 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 6883 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 $08^{\circ} 51' 57''$ East; thence Westerly along said last-mentioned curve 1131.25 feet; thence South $83^{\circ} 32' 24''$ 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 $71^{\circ} 07' 38''$ West 210.28 feet to a line that is parallel with and 10 feet Southeasterly, measured at right angles, from the line bearing South $62^{\circ} 55' 30''$ West in the Northwesterly boundary of said Lot J of Tract 6883, as shown on said map of said tract; thence South $62^{\circ} 55' 30''$ 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 6883; 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° 38' 25" East 31.21 feet; thence North 83° 39' 10" East 16 feet; thence South 26° 20' 50" East 56.60 feet; thence South 83° 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 83° 39' 10" East 65 feet; thence South 26° 20' 50" East 50 feet; thence South 72° 23' 58" 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 6886, 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 Northwestern corner thereof to a point on the Easterly line thereof one hundred (100) feet Southerly of the Northeast 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

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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; 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, 1926 from Grantor herein to said Edison Co.; and also in the neighborhood of the Northeastly 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 Northeastly 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 Southeastly line of Palos Verdes Drive, said Southeastly 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.

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, William Throne, a Notary Public in and for said County, personally appeared 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.

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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:

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° 49' 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.

Excepting and reserving therefrom any and all streets, roads and/or highways abutting or adjoining said realty and all land within or under same. It is the express intention of the parties hereto that title to all land under or within all streets, 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, 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. 27 of Establishment of Local Protective Restrictions (executed by Bank of Italy National Trust and Savings Association, successor in interest to said Bank of America), recorded in Book 8134, page 261 of said Official Records; and in that certain conveyance executed by Bank of Italy National Trust and Savings Association to Grantor herein and recorded in Book 9352, page 271 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 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 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); provided, however, that portions of said realty may be used or leased for the purpose of maintaining, operating or conducting private, semi-public or public facilities, concessions, club houses, accessory buildings and/or grounds for bathing, boating, yachting and/or any other private, semi-public or public park or amusement or recrea-

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 patrons of said facilities; and except where said realty and/or portions thereof is restricted as to use under such regulations, said realty is to be open and available for use as a park by the general public, 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 having jurisdiction 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.

4. There shall not at any time be constructed or maintained within any portion of said realty lying between the ocean and a lot abutting directly upon said realty and lying between the side lines of said lot extended to the seashore from the extreme shoreward corners of said lot, any path or other improvement open to public use or designed or constructed so as to be physically adapted or adaptable to use by the public, except at an elevation of not less than seven (7) feet below the natural elevation, at time of construction of said path or improvement, of the nearest portion of said lot, and except same be constructed and maintained in such a manner as reasonably to protect the privacy of said lot and/or the persons residing thereon; provided said restriction may be waived and removed as to any lot by the then owner thereof by written agreement with Palos Verdes Homes Association duly filed of record.

5. There shall not at any time be maintained or permitted within any portion of said realty lying between the ocean and a lot abutting directly upon said realty and lying between the side lines of said lot extended to the seashore from the extreme shoreward corner of said lot, any improvement or plantation which in the opinion of Palos Verdes Homes Association and/or Palos Verdes Art Jury seriously obstructs or interferes with important views from said lot, unless the owner of said lot shall have filed with Palos Verdes Homes Association his written approval and consent thereto.

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 no buildings, structures or concessions shall be erected, maintained or permitted upon said realty, except such as in the opinion of said municipality or other body having jurisdiction are properly incidental to the convenient and/or proper use of said realty for the public and/or private purposes hereinabove enumerated.

8. That 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.

9. That none of the conditions, restrictions, covenants and reservations set forth in paragraphs 3 to 8, 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. 27 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 9, 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 8 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 enforced by the Grantor herein or its successor in interest.

...to a point in the Southeasterly line of said Lot W; thence along the Northeasterly lines of said Lots W and E to the intersection of said parallel line with the Northeasterly line of said Lot E; thence along said parallel line in a Southwesterly direction to the point of beginning, enclosing an area of 0.023 acre, more or less.

(c) That portion of Lot J of said Tract 6886, lying Southwesterly from a straight line drawn from the most Southerly corner of Lot D of said tract to the Northeasterly corner of Lot B in Block 1436 of Tract 6884, as per map recorded in Book 82, pages 68 to 71 inclusive, of Maps, records of said Los Angeles County, enclosing an area of 0.30 acre, more or less.

(d) That portion of Lot M of said Tract 6886, described as follows: Commencing at a point in the most Westerly line of Lot A of Tract 6884, as per map recorded in Book 82, pages 68 to 71 inclusive, of Maps, records of said Los Angeles County, which point is North 20° 01' 16" West thereon 43 feet from the Southerly line of said Lot A; thence North 64° 44' 49" East 226.12 feet, more or less, to a point on the Southerly line of said Lot M, which point is the true point of beginning of this description; thence North 86° 15' 53" East 169.73 feet to a point in said Lot M which is distant 54 feet Southerly, measured at right angles, from the line of Granvia La Costa (now known as Palos Verdes Drive West) as said line is shown on said map of Tract 6886; thence in a generally Easterly direction along a line drawn parallel to and distant 34 feet Southerly from said line of Granvia La Costa to a point in the Easterly line of said Lot M; thence along the Easterly and Southerly lines of said Lot M to the point of beginning, enclosing an area of 0.25 acre, more or less.

(e) Lots N and O of said Tract 6886, except that portion of said Lot N lying between the Southerly line of Granvia La Costa (now known as Palos Verdes Drive West) as said line is shown on said map of Tract 6886, and a line drawn parallel thereto and 34 feet Southerly therefrom, extending from the Westerly line of said Lot N to the Easterly line thereof, enclosing an area of 0.839 acre, more or less; and also except those portions of said Lots N and O described as follows:

Beginning at the intersection of said parallel line with the Westerly line of said Lot N; thence South 30° 31' 10" East along said Westerly line and the Westerly line of said Lot O, 31.54 feet; thence North 62° 48' 04" East 305.12 feet to a point in said Lot O; thence North 60° 28' 18" East 252.22 feet, more or less, to a point on the Northerly line of said Lot O; thence North 60° 28' 18" East 81.79 feet, more or less, to a point on said parallel line; thence along said parallel line in a generally Westerly direction to the point of beginning, enclosing an area of 0.36 acre, more or less.

(f) Lot P of said Tract 6886, except that portion thereof lying Westerly from a line drawn parallel to the Easterly line of Granvia La Costa (now known as Palos Verdes Drive West) as said line is shown on said map of Tract 6886, and distant 40 feet Easterly therefrom, comprising an area of 0.369 acre, more or less.

Item 5. (a) Lot A of Tract 7540, as per map recorded in Book 104, pages 56 to 59 inclusive, of Maps, records of said Los Angeles County, except those portions thereof described as follows: (1) Beginning at the Southeasterly corner of Lot 14 in Block 1730 of said tract; thence South 14° 09' 40" West along the Easterly line of said Lot A, 64 feet to a point in said Easterly line; thence North 76° 23' 15" West 136.71 feet, more or less, to a point on the Southerly prolongation of the Westerly line of said Lot 14; thence North 19° 13' 55" West along the said Southerly prolongation, 45 feet to the Southwesterly corner of said Lot 14; thence South 85° 35' 10" East along the Southerly line of said Lot 14, 163.84 feet to the point of beginning, enclosing an area of 0.178 acre, more or less. (2) Commencing at the Westerly terminus of that certain course in the Northerly boundary of said Lot A, having a length of 420.89 feet and a bearing of North 83° 00' 36" East, as shown on said map of said tract; thence South 57° 33' 26" West 81.57 feet to the true point of beginning of this description; thence South 19° 52' 15" East 90 feet; thence South 70° 07' 45" West 50 feet; thence North 19° 52' 15" West 90 feet; thence North 70° 07' 45" East 50 feet to the point of beginning, enclosing an area of 0.103 acre, more or less. (3) Commencing at the Westerly terminus of that certain course in the Northerly boundary of said Lot A, having a length of 350.15 feet and a bearing of South 79° 27' 53" East, as shown on said map of said tract; thence South 03° 06' 02" East 12.15 feet to the true point of beginning of this description; thence South 19° 31' 53" East 60 feet; thence South 70° 28' 07" West 40 feet; thence North 19° 31' 53" West 60 feet; thence North 70° 28' 07" East 40 feet to the point of beginning, enclosing an area of 0.055 acre, more or less. (4) Commencing at the Northwestern terminus of that certain course in the Southwesterly boundary of said Lot A, having a length of 230.08 feet and a bearing of North 24° 06' 51" West, as

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cel 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 Wale-B.-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)
in and for the County of Los Angeles, State of California Lillian Throne Notary Public
1, 1940. My Commission Expires Dec.

(4) 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 A, B, C, D, E, F, G, H, I, J, K, L and M of Tract 6882, as per map recorded in Book 76, pages 20 and 21, of Maps, records of said Los Angeles County. Item 2. (a) Lot A of Tract 6884, as per map recorded in Book 82, pages 68 to 71 inclusive, of Maps, records of said Los Angeles County, except that portion thereof described as follows: Beginning at a point in the most Westerly line of said Lot A which is North 20° 01' 16" West thereon 43 feet from the Southerly line of said lot; thence North 64° 44' 49" East 226.12 feet, more or less, to a point on the Northerly line of said lot; thence along said Northerly line in a generally Westerly direction to the Northwestern corner of said lot; thence along the said most Westerly line of said lot in a generally Southerly direction, 3.21 feet and 22.20 feet, more or less, to the point of beginning, enclosing an area of 0.13 acre, more or less. (b) Lots B, C, D, E, G, H and I of said Tract 6884. Item 3. (a) Lot H of Tract 6885, as per map recorded in Book 78, pages 49 to 52 inclusive, of Maps, records of said Los Angeles County, except that portion thereof lying between the Northerly line of Granvia La Costa (now known as Palos Verdes Drive West) as said line is shown on said map of Tract 6885, and a line drawn from the Easterly line of Lot 1 in Block 1613 of said tract in a generally Easterly direction and parallel to the straight section of said Northerly line of Granvia La Costa and 10 feet Northerly therefrom, enclosing an area of 0.072 acre, more or less. (b) Lots K, L, M, O, P, Q, R, T, U, W and X of said Tract 6885. Item 4. (a) Lots E, F, G and K of Tract 6886, as per map recorded in Book 83, pages 77 to 80 inclusive, of Maps, records of said Los Angeles County. (b) Lots H and W of said Tract 6886, except those portions thereof lying between the Southerly line of Granvia La Costa (now known as Palos Verdes Drive West) as said line is shown on said map of Tract 6886, and a line drawn parallel thereto and 34 feet Southerly therefrom, extending from the Northeasterly line of said Lot H to the Southwesterly line of said Lot W, enclosing an area of 0.271 acre, more or less; and also except those portions of said Lots H and W described as follows:

Beginning at a point in said line drawn parallel to the Southerly line of Granvia La Costa and 34 feet Southerly therefrom, said point being distant 79.04 feet in a Southwesterly

North 35° 19' 40" East 100 feet; thence South 54° 41' 20" East 50 feet; thence South 35° 19' 40" West 100 feet to the point of beginning, enclosing an area of 0.115 acre, more or less.

(b)(1) An easement, heretofore reserved to the Grantor herein by deed recorded in Book 10326, page 268, of Official Records of said Los Angeles County, for a storm-water drain ditch, approximately twenty (20) feet in width, through the portion of said Lot A of Tract 7540 described as Item 5 (a) (1) above, and lying to the North of a certain three (3) foot easement for an electrical conduit described in said recorded deed, between said last-mentioned easement and a straight line drawn from the Northeasterly corner of said portion of Lot A, Westerly, to intersect the Westerly line of said portion of Lot A at a point distant 7.60 feet Southeasterly from the Northwestern corner of said portion of Lot A.

(2) An easement, heretofore reserved to the Grantor herein, for a storm drain over and across that portion of said Lot A of Tract 7540 described as Item 5 (a)(2) above.

(c) Lot B of said Tract 7540, except that portion thereof described as follows:

Beginning at the Southeasterly corner of Lot 14 in Block 1730 of said tract; thence North 09° 00' 00" East along the Easterly line of Lots 14 and 15 in said Block 1730, 190 feet to the most Easterly corner of said Lot 15, said corner being a point in the Southerly right-of-way line of Via Campesina; thence South 44° 00' 00" East along said right-of-way line, 10 feet to the beginning of a curve concave to the Northeast and having a radius of 309.17 feet; thence Southeasterly along said curve, and continuing along said right-of-way line, 25 feet to a point therein (a radial line to said curve at said point bears North 41° 22' 01" East); thence South 06° 49' 20" West 222 feet; thence South 83° 44' 01" West 44.29 feet, more or less, to a point in the Westerly line of said Lot B; thence North 14° 09' 40" East along said Westerly line, 64 feet to the point of beginning, enclosing an area of 0.164 acre, more or less.

(d) An easement, heretofore reserved to the Grantor herein by deed recorded in Book 10326, page 268, of Official Records of said Los Angeles County, for a storm-water drain ditch, approximately twenty (20) feet in width, through the portion of said Lot B of Tract 7540 described as Item 5 (c) above, being in and over that portion of said Lot B described as follows:

Beginning at a point in the Westerly line of said portion of Lot B, distant 43.50 feet Northeasterly from the Southwesterly corner of said portion of Lot B; thence Easterly, intersecting the Easterly line of said portion of Lot B at a point distant 37.8 feet Northeasterly from the Southeasterly corner of said portion of Lot B; thence North 06° 49' 20" East along the Easterly line of said portion of Lot B, 20.50 feet; thence Westerly in a straight line to the Southeasterly corner of Lot 14 in Block 1730 of said tract; thence South 14° 09' 40" West along the Westerly line of said portion of Lot B, 20.5 feet, more or less, to the point of beginning.

(e) Lot E of said Tract 7540, except that portion thereof described as follows:

Beginning at the Northwestern corner of Lot 1 in Block 1630 of Tract 7142, as per map recorded in Book 82, pages 83 and 84, of Maps, records of said Los Angeles County; thence North 45° 18' 36" East along the Northwestern boundary of said Lot 1, 213.70 feet to the most Northerly corner thereof; thence South 60° 37' 10" West 123.53 feet to a point in said Lot E; thence South 26° 16' 40" West 100.02 feet, more or less, to the point of beginning, enclosing an area of 0.08 acre, more or less.

Item 6. Lot B of Tract 10561, as per map recorded in Book 161, pages 9 and 10, of Maps, records of said Los Angeles County.

Item 7. Lots A, B, C, D and E of Tract 10624, as per map recorded in Book 163, pages 7 to 9 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 Re-

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. 2, recorded in Book 2698, page 290, in Declaration No. 4, recorded in Book 2986, page 248, in Declaration No. 5, recorded in Book 2863, page 364, in Declaration No. 6, recorded in Book 2779, page 114, and in Declaration No. 12, recorded in Book 4803, page 175 of said Official Records (said Declarations having been executed by said Bank of America); and in Declaration No. 27 (executed by Bank of Italy National Trust and Savings Association, successor in interest to said Bank of America), recorded in Book 8154, page 261 of said Official Records; and in Amendment No. 3 to said Declarations Nos. 2, 4, 5 and 6, recorded in Book 4019, page 274, and in Amendment No. 6 to said Declarations Nos. 5 and 6, recorded in Book 5583, page 28 of said Official Records (said Amendments having been executed by said Bank of America); and in those certain conveyances executed by said Bank of America to Grantor herein and recorded in Book 3400, page 279 and in Book 4459, page 123 of said Official Records, executed by said Bank of Italy National Trust and Savings Association to Grantor herein and recorded in Book 7372, page 276 and in Book 9357, page 253 of said Official Records, and executed by Bank of America National Trust and Savings Association to Grantor herein and recorded in Book 11605, page 164 and in Book 13900, page 308 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;

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 Item 5 (a) of said realty to provide access to certain streets from properties of the Palos Verdes Water Co., as follows: (1) to Via Pinalte from "Pump House No. 5" whose location is described in paragraph (2) under said Item 5 (a); to Via Ramon or Via Campesina from "Main Pressure Break" whose location is described in paragraph (3) under said Item 5 (a); and (3) to Lot H of Tract 7142, as per map recorded in Book 82, pages 83 and 84, of Maps, records of said Los Angeles County, over which lot a further right-of-way continues to Via Rincon, from "No. 5 Reservoir"

and replacement of one line of poles with the usual appurtenances, to be used for conveying electric energy, in and over said Lots F and G of Tract 6885, as per deed dated February 6, 1925 from Grantor herein to Southern California 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 said Lot Q of Tract 6885 and said Lot A of Tract 7540, as per deed dated June 10, 1927 from Grantor herein to said Edison Co.; and also in and over said Lots B and E of Tract 7540, as per deed dated September 7, 1932 from Grantor herein to said Edison Co. (3) That non-exclusive easements are reserved to Associated Tele-

phone Co., Ltd. for the use, maintenance and replacement of an underground telephone conduit system, in and over said Lot Q of Tract 6885, said Lots A, B and E of Tract 7540 and said Lot A of Tract 10624, as per deed dated October 3, 1929 from Grantor herein to said Telephone Co.; and also in and over said Lot B of Tract 7540 as per deed dated September 7, 1932 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, and in that certain section, entitled "Modification of Restrictions", of Declarations Nos. 2, 4, 5, 6, 12 and 27 of Establishment of Local Protective Restrictions hereinabove referred to. 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 hereby 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.

(Seal)

Palos Verdes Homes Association
Val E. Miltenberger
Everett M. York

Vice President
Secretary

The Park and Recreation Board of Palos Verdes
Homes Association hereby expressly approves and con-
sents 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 Wirtz-B-
gray, 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)

in and for the County of Los Angeles, State of California. My Commission Expires Dec. 1,
1940.

Palos Verdes Homes Association, a California corporation, in consideration of Ten Dol-
lars (\$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", de-
scribed as follows: Item 1. Lots A, B, C, D, E and F of Tract 6883, as per map re-
corded in Book 77, pages 73 and 74, of Maps, records of said Los Angeles County.

Item 2. (a) Lots A, B, C, D, E, F, G, H, J, K, L, M, N, P, Q, S and U of Tract 6887,
as per map recorded in Book 96, pages 28 to 32 inclusive, of Maps, records of said Los
Angeles County. (b) Lot O of said Tract 6887, except that portion thereof lying be-
tween the Easterly line of Granvia Valmonte (now known as Palos Verdes Drive North), as
shown on said map of said tract, and a line drawn parallel to said Easterly line and its
Southerly prolongation, and 17 feet Easterly therefrom. (c) Lot R of said Tract 6887,
except that portion thereof lying between the Westerly line of Granvia Valmonte (now known
as Palos Verdes Drive North), as shown on said map of said tract, and a line drawn parallel
to said Westerly line and its Southerly prolongation, and 17 feet Westerly therefrom.

Item 3. Lots A, B, C, D, E, F, G and H of Tract 7143, as per map recorded in Book 99,
pages 46 to 51 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 abut-
ting or adjoining said realty is reserved unto the Grantor herein, its successors and as-
signs, 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, restric-
tions 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, condi-
tion 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 Restriction-
hereinafter mentioned. 2. Each and every provision, condition, restriction,
reservation, lien, charge, easement and covenant contained in the Declaration of Estab-
lishment of Basic Protective Restrictions executed by Commonwealth Trust Company, as own-
er, 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. 3, recorded in Book
2784, page 214 and Declaration No. 7, recorded in Book 3446, page 146 of said Official
Records (said Declarations having been executed by said Bank of America); and in Amend-
ment No. 3 to said Declaration No. 3, recorded in Book 4019, page 274, and in Amendment
No. 6 to said Declarations Nos. 3 and 7, recorded in Book 5583, page 28, of said Official
Records (said Amendments having been executed by said Bank of America); and in those cer-
tain conveyances executed by said Bank of America to Grantor herein and recorded in Book

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party 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 9502 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.

(c) 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 C in Tract 6887, as per deed dated January 15, 1926 from Grantor herein to said Edison Co.; also in and over said Lot B in Tract 6883, as per deed dated June 22, 1927 from Grantor herein to said Edison Co.

(d) That the buildings and appurtenances of the Palos Verdes Riding Academy, located on portions of said Lot C of Tract 6887 and said Lot H of Tract 7145, 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 patrons of said Riding Academy.

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

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: On this 14 day of June 1940, before me, Lillian Throne, a Notary Public in and for said County, personally appeared Wille-B.-Gray, 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 Dec. 1, 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 B of Tract 6889, as per map recorded in Book 83, pages 81 to 84 inclusive, of Maps, records of said Los Angeles County; and Lot A of said tract, except that portion thereof described as follows: Commencing at the most Northerly corner of Lot 1 in Block 1373 of said tract; thence South 63° 38' 10" East, along the Northeasterly line of said lot, 65.49 feet to the true point of beginning of this description; thence, continuing along the Northeasterly boundary of said lot, South 18° 34' 20" East 60.80 feet to the beginning of a curve concave to the Northeast and having a radius of 165 feet, and Southeasterly along said curve 133.11 feet to the end thereof; thence, leaving said Northeasterly boundary and along a radial line to said curve, North 25° 12' 17" East 50 feet to the beginning of a curve concave to the Northeast, concentric with said last-mentioned curve and having a radius of 115 feet; thence Easterly along said curve 29.10 feet to the end thereof (a radial line to said curve at said point bearing South 10° 42' 17" West); thence in a direct line across said Lot A, North 52° 35'

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corded in Book 88, pages 10 to 13 inclusive, of Maps, records of said Los Angeles County.

Item 3. (a) Lot B of Tract 7536, as per map recorded in Book 86, pages 48 to 50 inclusive, of Maps, records of said Los Angeles County. (b) Lots C and J of said Tract 7536, except those portions thereof lying between the Southerly line of Granvia La Costa (now known as Palos Verdes Drive West), as shown on said map of said tract, and a line drawn parallel thereto and 50 feet Southerly therefrom. (c) Those portions of Lots D, E and F of said Tract 7536, described as follows: Beginning at that point which is the most Southerly corner of said Lot D and also the most Westerly corner of said Lot E; thence North 62° 24' 15" East 562.54 feet to a point in said Lot F; thence South 27° 35' 45" East 120 feet to a point in said Lot E; thence North 68° 36' 35" East 621.96 feet; thence North 28° 18' 15" East 617.25 feet; thence North 03° 30' West 240.34 feet; thence North 62° 58' West 138.77 feet to a point in said Lot D, which is the beginning of a curve concave to the West and having a radius of 527.15 feet (a radial line to said curve at said point bearing North 83° 17' 32" East); thence Northerly along said curve 74.61 feet to a point in the Northerly line of said Lot D, in a curve concave to the Southeast and having a radius of 65 feet (a radial line to said curve at said point bearing North 44° 28' 05" West); thence Northeasterly along said curve 4.61 feet to the beginning of a curve concave to the Northwest and having a radius of 135 feet; thence Northeasterly along said curve 20.71 feet to the most Northerly corner of said Lot D, which corner is also the intersection of two curves in the Westerly line of said Lot E, as shown on said map; thence along the Westerly boundary of said Lot E to the Northwestern corner thereof; thence along the Northerly, Easterly, Southeasterly and Southwesterly lines of said Lot E to the point of beginning, enclosing an area of 8.27 acres, more or less. (d) Lot H of said Tract 7536, except that portion described as follows:

Commencing at the Easterly terminus of that certain course in the Southerly boundary of said Lot H, having a length of 196.06 feet and a bearing of North 81° 16' 25" East, as shown on said map of said tract; thence North 14° 24' 23" East 124.10 feet to the true point of beginning of this description; thence North 85° 54' 40" West 100 feet; thence North 04° 05' 20" East 70 feet; thence South 85° 54' 40" East 100 feet; thence South 04° 05' 20" West 70 feet to the point of beginning, enclosing an area of 0.160 acre, more or less. 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. 9, recorded in Book 3013, page 231, in Declaration No. 10, recorded in Book 3113, page 194, and in Declaration No. 26, recorded in Book 16017, page 389, of said Official Records (said Declarations Nos. 9 and 10 having been executed by said Bank of America, and said Declaration No. 26 having been executed by Bank of America National Trust and Savings Association, Palos Verdes Estates, Inc. and Grantor herein); and in Amendment No. 3 to said Declarations Nos. 9 and 10, recorded in Book 4019, page 274, and in Amendment No. 6 to said Declaration No. 10, recorded in Book 5583, page 28, of said Official Records (said Amendments having been executed by said Bank of America);

executed by said Bank of America National Trust and Savings Association to Grantor herein and recorded in Book 14640, page 377 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 herein after 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; 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 Items 3 (b) and (d) of said realty to provide access to Palos Verdes Drive West and/or Via Boronada from "No. 6 Pump House" of the Palos Verdes Water Co., whose location is described in said Item 3 (d). (d) 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 electric energy, in and over said Lot H of Tract 7536, as per deed dated January 13, 1926 from Grantor herein to said Edison 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

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sive, 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 Declarations Nos. 9, 10 and 26 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 re-entry 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 Marie-B. Eway, 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 Dec. 1, 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. Lots A, B, C, D and E of Tract 6888, as per map recorded in Book 100, pages 67 to 72 inclusive, of Maps, records of said Los Angeles County.

Item 2. Lots B, D, F and G of Tract 6890, as per map recorded in Book 100, pages 82 to 85 inclusive, of Maps, records of said Los Angeles County. Item 3. Lot A of Tract 7141, as per map recorded in Book 84, pages 49 to 51 inclusive, of Maps, records of said Los Angeles County.

Item 4. Lots A, B, C, D, E, F and K of Tract 7332, as per map recorded in Book 102, pages 42 to 45 inclusive, of Maps, records of said Los Angeles County.

Item 5. (a) Lot E of Tract 7537, as per map recorded in Book 104, pages 12 to 15 inclusive, of Maps, records of said Los Angeles County, except that portion thereof lying between Block 2300 and Block 2306 of said tract and comprising an area

id Lot 2 and comprising an area of 0.05 acre, more or less. (c) That portion of
ot 1 of Block 2307 of said Tract 7587, described as follows: Beginning at a point
n the Westerly line of said Lot 1, said point being at the Southerly extremity of a cer-
in curve, concave to the West, having a radius of 696.32 feet and a length of 163.46
est; thence Northerly along said curve 163.46 feet to the most Northerly corner of said
ot 1; thence, following the boundary of said Lot 1, South 59° 26' 46" East 161.65 feet,
outh 04° 45' 55" West 105 feet, South 50° 57' 10" East 185 feet, South 05° 36' 20" East
6.61 feet to the beginning of a curve concave to the Northwest and having a radius of 45
et, Southwesterly along said curve 66.64 feet to the end thereof, and South 79° 14' 30"
est 46.09 feet to the most Southerly corner of the parcel of land herein described; thence,
aving the boundary of said Lot 1, North 44° 26' 33" West 316.77 feet, more or less, to
he point of beginning, enclosing an area of 1.12 acres, more or less. 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-
ay 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 abut-
ing or adjoining said realty is reserved unto the Grantor herein, its successors and as-
signs, 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, restric-
tions 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 convey-
ing said realty and rights and easements applicable thereto, or in the Declarations of
Restrictions hereinafter mentioned. 2. Each and every provision, condition, restric-
tion, 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 2350, 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. 8, recorded in Book
3443, page 289, in Declaration No. 11, recorded in Book 2870, page 274, in Declaration No.
14, recorded in Book 4060, page 264, and in Declaration No. 17, recorded in Book 4236,
page 240 of said Official Records (said Declarations having been executed by said Bank of
America); and in Amendment No. 3 to said Declaration No. 11, recorded in Book 4019, page
274, and in Amendment No. 6 to said Declarations Nos. 8, 11, 14 and 17, recorded in Book
3583, page 23, of said Official Records (said Amendments having been executed by said Bank
of America); and in those certain conveyances executed by said Bank of America to Grantor
herein and recorded in Book 3400, page 279 and in Book 4459, page 123 of said Official
Records, and executed by Bank of America National Trust and Savings Association to Grantor
herein and recorded in Book 10494, page 360 and in Book 13900, page 308 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 opera-
tion 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

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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.

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 that certain section, entitled "Modification of Restrictions", of Declarations Nos. 8, 11, 14 and 17 of Establishment of Local Protective Restrictions hereinabove referred to.

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

shall apply to and bind the respective successors in interest of the parties hereto, and
re, and each thereof is, imposed upon said realty as a servitude in favor of said pro-
erty 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 Wirtz-B-
ray, 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 Dec. 1,
1940

Palos Verdes Homes Association, a California corporation, in consideration of Ten Dol-
lars (\$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", de-
scribed 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 7350,
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 recorded 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 in-
clusive, 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 142, pages 78 to 82 in-
clusive, of Maps, records of said Los Angeles County. Item 7. (a) Lots B and D of
Tract 8052, as per map recorded in Book 125, pages 85 to 87 inclusive, of Maps, records
of said Los Angeles County. (b) Lot A of said Tract 8052, except those portions there-

of 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 Northwesterly prolongation of the Northeasterly
line of said Lot 6, North 42° 13' 30" West 70 feet; thence South 47° 46' 30" West 68 feet;
thence South 13° 59' 40" West 148.80 feet, more or less, to the Westerly corner of said
Lot 6; thence along the Northwesterly line thereof North 43° 58' 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, rec-
ords 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 ex-

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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 heretofore 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. 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 6052, page 86, 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 5583, page 23, 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 14345, 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 267 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 360, in Book 11605, page 164, in Book 13900, page 308 and in Book 14125, 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

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ter 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 9502 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 rever-

(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.

(3) That rights-of-way for road purposes are reserved upon and across said Lot H of Tract 7142 to provide access to Via Rincón 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 7334 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 electric 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, 1929 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 re-entry 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.

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(8)

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 Wm. B. 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 Dec. 1, 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: Lot 19 of Block 6226 of Tract 6887, as per map recorded in Book 96, pages 28 to 32 inclusive, of Maps, records of said Los Angeles County. Excepting and reserving therefrom any and all streets, alleys, 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, 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. 7 of Establishment of Local Protective Restrictions, executed by said Bank of America and recorded in Book 3443, page 146 of said Official Records; and in Amendment No. 8 to said Declaration No. 7, executed by said Bank of America and recorded in Book 5583, page 28 of said Official Records; and in Amendment No. 42 to said Declaration No. 7, executed by Palos Verdes Estates, Inc. and recorded in Book 13942, page 17 of said Official Records; and in that certain conveyance executed by said Palos Verdes Estates, Inc. to Grantor herein and recorded in Book 16045, page 11 of said Official Records, whereby there was established

tions, 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 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; and this restriction, condition and covenant may not 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. 7 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 and 3 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 3 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

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 Hattie-B. Gray 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 Dec. 1, 1940

#963 Copy of original recorded at request of Frederic H. Bihn. Jun 24 1940, 1:56 P.M.

Copyist #120-Compared, Mams B. Beatty, County Recorder, By
Free-307.P.

E. C. Colan (137) Deputy.

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(9)

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RECORDING REQUESTED BY:
FIRST AMERICAN TITLE COMPANY
NATIONAL HOMEOWNER SERVICES
SUBDIVISION DEPARTMENT

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Palos Verdes Homes Association
320 Palos Verdes Drive West
Palos Verdes Estates, CA 90274

4132274-50



SPACE ABOVE THIS LINE FOR
RECORDER'S USE

APN: 7545-002-900

DOCUMENTARY TRANSFER TAX

53
550
\$ 550 -
Computed on the consideration or value of property
conveyed; OR
Computed on the consideration or value less liens or
encumbrances remaining at time of sale.

First American Title
Signature of Declarant or Agent determining tax Firm
Name

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF PALOS VERDES ESTATES, a municipal corporation, organized and existing under the general laws of the State of California ("Grantor"), hereby remises, releases and forever quitclaims to the PALOS VERDES HOMES ASSOCIATION, a California corporation ("Grantee"), the real property ("Property") in the County of Los Angeles, State of California, described on Exhibit "A" and shown on Exhibit "B," attached hereto and by this reference made a part hereof, together with all tenements and appurtenances thereunto belonging or in anywise appertaining.

THIS DEED IS SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS:

1. Grantor reserves for the benefit of the City of Palos Verdes Estates an open space easement on the Property described on Exhibit "A" and shown on Exhibit "B," attached hereto and by this reference made a part hereof, the preservation and management of which is consistent with the present and continued use of the Property for open space purposes. This open space easement does not include a right to public access. Except as provided for under Sections 5 and 6 herein, Grantee shall not perform, or allow others to perform, any act on or affecting the Property that is inconsistent with the open space restriction.
2. Grantor reserves for the benefit of the City of Palos Verdes Estates a non-exclusive, permanent easement, for the use by City and any of its agents, for sewer utility-related

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purposes including but not limited to installation, repair, access to and maintenance of the sewer facilities, which easement is described on Exhibit "F" attached hereto and by this reference made a part hereof, and shown on Exhibit "G" as "Exhibit F Sewer Easement."

3. Grantor reserves for the benefit of the City of Palos Verdes Estates a non-exclusive, permanent easement, for the use by City and any of its agents, for storm drain utility-related purposes including but not limited to installation, repair, access to and maintenance of the storm drain facilities described on Exhibit "H" attached hereto and by this reference made a part hereof, and shown as "Exhibit H Storm Drain Easement" on Exhibit "I".
4. Grantor reserves for the benefit of the City of Palos Verdes Estates and any emergency service agency a permanent easement described on Exhibit "E" attached hereto and by this reference made a part hereof, and shown as "Fire Access" on Exhibit "B" for the use by City and any emergency service agency emergency vehicles. The easement shall be for purposes of egress and ingress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the premises, owners, occupants or others. The foregoing easement shall in no way be construed as a dedication of any roadways to the public.
5. Within six (6) months of recordation of this Deed, Grantee shall either remove all encroachments inconsistent with the open space use or seek and obtain all required approvals including but not limited to an after-the-fact permit pursuant to PVEMC Section 17.04.110 permitting the existing retaining walls located in the area described on Exhibit "D," attached hereto and by this reference made a part hereof, and shown as Area 1 on Exhibit "B"; and a zone change to permit the accessory uses permitted in Section 6 below in the area described on Exhibit "C" and shown as Area 3 on Exhibit "B" and in any areas which may be the subject of a lot line adjustment.
6. Unless expressly provided for herein, Grantee shall not construct any structure on the Property and the Property shall be restricted to use as open space. Upon obtaining any and all required permits and approvals from Grantor, Grantee may construct any of the following: a gazebo, sports court, retaining wall, landscaping, barbeque, and/or any other "accessory structure," as defined by Palos Verdes Estates Municipal Code ("PVEMC") Section 18.32.010.D within the area described on Exhibit "C," attached hereto and by this reference made a part hereof, and shown as Area 3 on Exhibit "B." Any such structure shall comply with any and all requirements of Grantor, Grantee, and the Art Jury including but not limited to height, size, orientation, design, and setback. Grantee shall not perform, or allow others to perform, any act on or affecting the Property that is inconsistent with this paragraph.
7. Grantee shall keep and maintain the Property free of weeds and trash and shall provide landscaping in Area 3 that is compatible with adjoining properties and that is satisfactory to Grantor. Grantee shall be solely responsible for such maintenance.

8. This Deed shall not cause the Property to be merged with any adjacent lot and any such merger shall be prohibited.
9. All terms and conditions in this Deed shall be binding upon Grantee and its successors and assigns. The benefits and burdens described herein are intended to and shall run with the land. Every person or entity who now or hereafter owns or acquires any right, title, or interest in and to any portion of the Property is and shall be conclusively deemed to have consented and agreed to the conditions stated herein, whether or not any reference to this Deed is contained in the instrument by which such party acquired an interest in the Property.
10. Grantee acknowledges and agrees that Grantor would not convey the Property without the conditions being set forth herein. In the event of any violation by Grantee of said conditions, Grantor shall have the right, without posting bond or security, to enjoin such violation, to bring an action for specific performance of declaratory relief in a court of competent jurisdiction, to request that any improvements installed and/or maintained by Grantee on the Property be removed, or bring an action at law for damages. In the event a party brings an action to enforce or seek redress for breach of these conditions, the prevailing party in such action shall be entitled to its costs and reasonable attorneys' fees incurred in trial, on appeal or in petition for review, in addition to other appropriate relief.
11. No breach of the conditions stated herein shall entitle any person or entity to terminate the conditions or any of them, but such limitation shall not affect in any manner any other rights or remedies which any person or entity may have under this Deed by reason of any breach thereof.
12. Grantee, for itself, its successors and assigns, with respect to the Property, acknowledges and agrees to be bound by all of the terms and provisions of this Deed.
13. This Deed may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

IN WITNESS WHEREOF, Grantor has executed this instrument this 8 of August 2012.
City of Palos Verdes Estates

GRANTOR:

Dated

8-8-12

Mayor George F. Bird, Jr.

ATTEST:

By:

Judy Smith
Judy Smith, City Clerk

State of California)

County of Los Angeles)

On August 8, 2012 before me, Vickie Kroneberger, a Notary Public in and for said State, George F. Bird, Jr. personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Vickie Kroneberger



(This area for notary stamp)

Agreed and accepted this 13 day of August 2012

GRANTEE:

Palos Verdes Homes Association
By: _____

Dale P. Hoffman
Palos Verdes Homes Association
By: Dale P. Hoffman, President

State of California)

County of Los Angeles)

On August 13, 2013 before me, Vickie Kroneberger, a Notary Public in and for said State, Dale P. Hoffman personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

This page is part of your document - DO NOT DISCARD



20121327415



Pages:
0020

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

09/05/12 AT 08:00AM

| | |
|--------------|---------------|
| FEES: | 93.00 |
| TAXES: | 550.00 |
| OTHER: | 0.00 |
| PAID: | 643.00 |

PCOR SURCHARGE \$20.00



LEADSHEET



201209050240010

00006385279



004255022

SEQ:
10

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

T44

646077

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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



4132274-50

APN: 7545-002-900

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

DOCUMENTARY TRANSFER TAX

\$ 350

Computed on the consideration or value of property
conveyed: OR

Computed on the consideration or value less liens or
encumbrances remaining at time of sale.

[Signature]
Signature of Declarant or Agent determining tax Firm
Name

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the PALOS VERDES HOMES ASSOCIATION, a California corporation ("Grantor"), hereby GRANTS to THOMAS J. LIEB, TRUSTEE, THE VIA PANORAMA TRUST U/DO MAY 2, 2012 ("Grantee"), the real property ("Property") in the County of Los Angeles, State of California, described on Exhibit "A" and shown on Exhibit "B," attached hereto and by this reference made a part hereof, together with all tenements and appurtenances thereunto belonging or in anywise appertaining.

THIS DEED IS SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS:

1. Grantee acknowledges that the Property is subject to certain easements in favor of the City of Palos Verdes Estates ("City") and other conditions and restrictions as stated in the quitclaim deed transferring the Property from the City to the Grantor and the conditions, restrictions and reservations of record stated in Section 10 herein.
2. Unless expressly provided for herein, Grantee shall not construct any structure on the Property and the Property shall be restricted to open space. It is the intent of the parties, subject to compliance with the requirements for such development of accessory structures of the City and Grantor, that Grantee may construct any of the following: a gazebo, sports court, retaining wall, landscaping, barbeque, and/or any other uninhabitable "accessory structure," as defined by Palos Verdes Estates Municipal Code ("PVEMC") Section 18.32.010.D within the area described on Exhibit "C," attached hereto and by this

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reference made a part hereof, and shown as Area 3 on Exhibit "B." Grantee shall apply for approval of any such permitted structures by Grantor and the City in accordance with standard procedure and in conformance with applicable covenants, ordinances, and codes. Any such structure shall comply with any and all requirements of City, Grantor, and the Art Jury including but not limited to height, size, orientation, design, and setback. Grantee shall not perform, or allow others to perform, any act on or affecting the Property that is inconsistent with this paragraph.

3. Grantee shall keep and maintain the Property free of weeds and trash and shall provide landscaping in Area 3 that is compatible with adjoining properties and that is satisfactory to City. Grantee shall be solely responsible for such maintenance.
4. This Deed shall not cause the Property to be merged with any adjacent lot and any such merger shall be prohibited.
5. All terms and conditions in this Deed shall be binding upon Grantee and their successors and assigns. The benefits and burdens described herein are intended to and shall run with the land. Every person or entity who now or hereafter owns or acquires any right, title, or interest in and to any portion of the Property is and shall be conclusively deemed to have consented and agreed to the conditions stated herein, whether or not any reference to this Deed is contained in the instrument by which such party acquired an interest in the Property.
6. Grantee acknowledges and agrees that Grantor would not convey the Property without the conditions being set forth herein and that Grantee would not accept the conveyance without the statements of the parties' intent set forth herein. In the event of any violation by Grantee of said conditions, Grantor shall have the right, without posting bond or security, to enjoin such violation, to bring an action for specific performance or declaratory relief in a court of competent jurisdiction, to request that any improvements installed and/or maintained by Grantee on the Property be removed, or bring an action at law for damages. In the event a party brings an action to enforce or seek redress for breach of these conditions, the prevailing party in such action shall be entitled to its costs and reasonable attorneys' fees incurred in trial, on appeal or in petition for review, in addition to other appropriate relief.
7. No breach of the conditions stated herein shall entitle any person or entity to terminate the conditions or any of them, but such limitation shall not affect in any manner any other rights or remedies which any person or entity may have under this Deed by reason of any breach thereof.
8. Grantee, for itself, its successors and assigns, with respect to the Property, acknowledges and agrees to be bound by all of the terms and provisions of this Deed.
9. This Deed may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same

date.

10. This conveyance is made and accepted and said realty is hereby conveyed subject to conditions, restrictions and reservations of record, including but not limited to, that certain Declaration No. 1 - Declaration of Establishment of Basic Protective Restrictions, Conditions, Covenants, Reservations, Liens and Charges for Palos Verdes Estates recorded July 5, 1923 in Book 2360, page 231 of the Official Records of Los Angeles County (including all amendments thereto of record) (Declaration No. 1) and that certain Declaration No. 25 of Establishment of Local Protective Restrictions, Conditions, Covenants, Reservations, Liens and Charges for Tract 8562 Palos Verdes Estates recorded July 26, 1926, in Book 6052, page 86 et. seq. of Official Records of Los Angeles County (including all amendments thereto of record) (Declaration No. 25). It is the intent of the parties that the structures permitted under Section 2 hereof are permitted under the conditions, restrictions and reservations cited herein, subject to compliance with the application and approval requirements of Section 2.

IN WITNESS WHEREOF, Grantor has executed this instrument this 13 day of August, 2012.

GRANTOR:

Palos Verdes Homes Association

By: Dale P. Hoffman
Dale P. Hoffman

Agreed and accepted this 14 day of August, 2012

GRANTEE:

Thomas J. Lieb, Trustee, the Via Panorama Trust u/do May 2, 2012

By: Thomas J. Lieb, Trustee
Thomas J. Lieb

State of California)
)
County of Los Angeles)

On August 13, 2012 before me, VICKIE KRONEBERGER, a Notary Public in and for said State, Dale P. Hoffmann personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Vickie Kroneberger



(This area for notary stamp)

State of California)
)
County of Los Angeles)

On Aug 14, 2012 before me, IRMA MARQUEZ, a Notary Public in and for said State, Thomas J. Lieb, Trustee, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Irina Marquez



(This area for notary stamp)

STATE OF CALIFORNIA }
 } SS
COUNTY OF LOS ANGELES }

On August 13, 2012, before me, Vickie Kroneberger, a notary public, personally appeared Dale P. Hoffman, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Vickie Kroneberger



(This area for official notaries seal)

STATE OF CALIFORNIA }
 } SS
COUNTY OF LOS ANGELES }

On August 14, 2012, before me, Irma Marquez, a notary public, personally appeared Thomas J. Lieb, Trustee, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for official notaries seal)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

} SS.

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On August 13, 2012, before me, Vickie Kroneberger, a notary public, personally appeared Dale P. Hoffman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for official notaries seal)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

}
} SS.
}

On August 14, 2012, before me, Irma Marquez, a notary public, personally appeared Thomas J. Lieb, Trustee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Irma Marquez



(This area for official notaries seal)

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EXHIBIT A
PROPERTY LEGAL DESCRIPTION

EXHIBIT "A"**LEGAL DESCRIPTION OF PROPERTY**

THOSE PORTIONS OF THE FOLLOWING PARCELS: LOT A, TRACT 8652 OF THE MAP RECORDED IN MAP BOOK 125, PAGES 85-87, LOT 12, TRACT 26341 OF THE MAP RECORDED IN MAP BOOK 902, PAGES 98- 100 AND LOT A, TRACT 7540 OF THE MAP RECORDED IN MAP BOOK 104, PAGES 56-59, IN THE CITY OF PALOS VERDES ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 11, BLOCK 1733, TRACT 8652 OF THE MAP RECORDED IN MAP BOOK 125, PAGES 85-87, OF SAID COUNTY RECORDER SAID POINT BEING ON THE RIGHT OF WAY OF VIA PANORAMA, A PUBLIC STREET AS SHOWN ON THE MAP OF SAID TRACT 8652, AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 65.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 17°00'18" WEST;

THENCE WESTERLY ALONG SAID CURVE AND SAID RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 18°30'39", AN ARC DISTANCE OF 21.00 FEET, TO TRUE POINT OF BEGINNING;

THENCE CONTINUING WESTERLY ALONG SAID CURVE AND SAID RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 12°32'37", AN ARC DISTANCE OF 14.23 FEET (C1);

THENCE SOUTH 75°57'00" WEST, 81.57 FEET (L1);

THENCE SOUTH 47°46'30" WEST, 30.82 FEET (L2);

THENCE DEPARTING FROM SAID RIGHT OF WAY NORTH 13°38'09" WEST, 170.82 FEET (L3);

THENCE NORTH 31°07'01" EAST, 141.60 FEET (L4);

THENCE NORTH 67°23'03" EAST, 144.89 FEET (L5) TO A SOUTHERLY LINE OF SAID LOT A, TRACT 7540;

THENCE CONTINUING NORTH 67°23'03" EAST, 53.61 FEET (L6);

THENCE SOUTH 63°38'17" EAST, 46.43 FEET (L7) TO THE NORTHERLY LINE OF SAID LOT A, TRACT 8652;

THENCE CONTINUING SOUTH 63°38'17" EAST, 109.59 FEET (L8);

THENCE SOUTH 44°16'41" EAST, 55.79 FEET (L9);

THENCE SOUTH 23°40'31" EAST, 42.75 FEET (L10) TO THE WESTERLY LINE OF SAID LOT 12, TRACT 26341;

THENCE CONTINUING SOUTH 23°40'31" EAST, 18.58 FEET (L11);

THENCE SOUTH 9°29'24" EAST, 55.29 FEET (L12);

THENCE SOUTH 42°31'34" WEST, 28.99 FEET (L13);

THENCE SOUTH 11°48'21" WEST, 135.81 FEET (L14);

THENCE NORTH 77°50'33" WEST, 7.82 FEET (L15);

THENCE SOUTH 11°48'21" WEST, 121.49 FEET (L16);

THENCE NORTH 78°56'11" WEST, 8.24 FEET (L17) TO SOUTHEAST CORNER OF LOT 10, BLOCK 1733 OF SAID TRACT 8652;

EXHIBIT "A"

1 OF 2

THENCE ALONG THE EASTERN LINE OF SAID LOT 10 AND LOT 11, BLOCK 1733 OF SAID TRACT 8652, NORTH 11°48'21" EAST, 242.08 FEET (L18) TO THE NORTHEASTERLY CORNER OF SAID LOT 11;

THENCE NORTH 40°41'40" WEST, 146.21 FEET (L19) ALONG THE NORTHEASTERLY LINE OF SAID LOT 11;

THENCE NORTH 80°00'00" WEST, 130.00 FEET (L20) ALONG THE NORTHERN LINE OF A PORTION OF LOT A, TRACT 8652, AS PER DEED RECORDED IN INSTRUMENT NO. 20071588481 ON JULY 3, 2007 O.R.;

THENCE SOUTH 59°00'00" WEST, 50.50 FEET (L21) ALONG THE NORTHWESTERLY LINE OF SAID PORTION OF LOT A;

THENCE SOUTH 2°01'45" WEST, 153.12 FEET (L22) ALONG THE WESTERLY LINE OF SAID PORTION OF LOT A, TO THE TRUE POINT OF BEGINNING.

CONTAINS 77,349 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY BOLTON ENGINEERING CORPORATION:

Ross N. Bolton Aug 30, 2012
 Ross N. Bolton R.C.E. 26120 DATE



**EXHIBIT B
PROPERTY MAP**

EXHIBIT "B" AREA A LEGAL DESCRIPTION OF AREA A SHEET 1 OF 7

SEE SHEET 2
FOR DETAILS

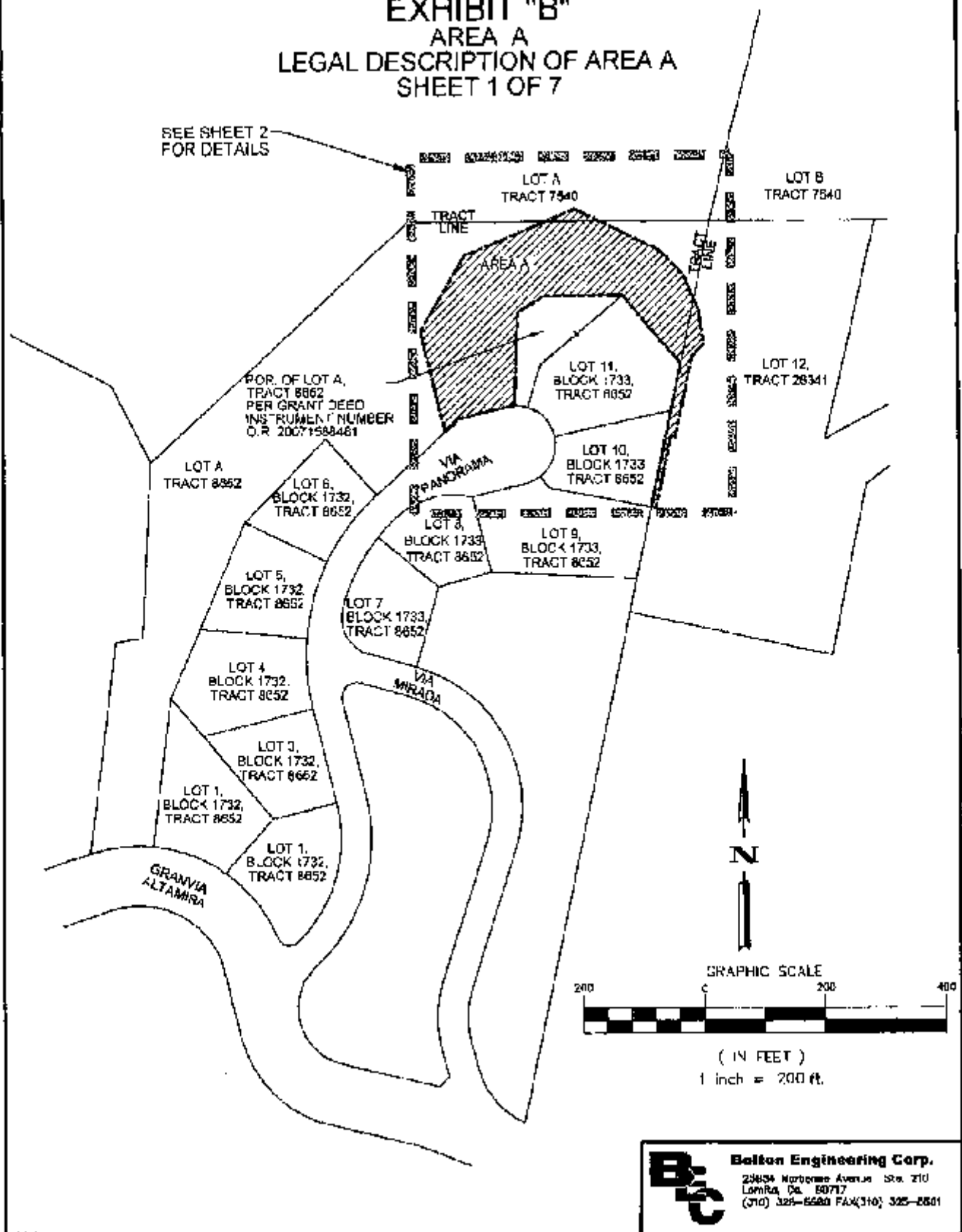


EXHIBIT "B"
AREA A
LEGAL DESCRIPTION OF AREA A
SHEET 2 OF 7

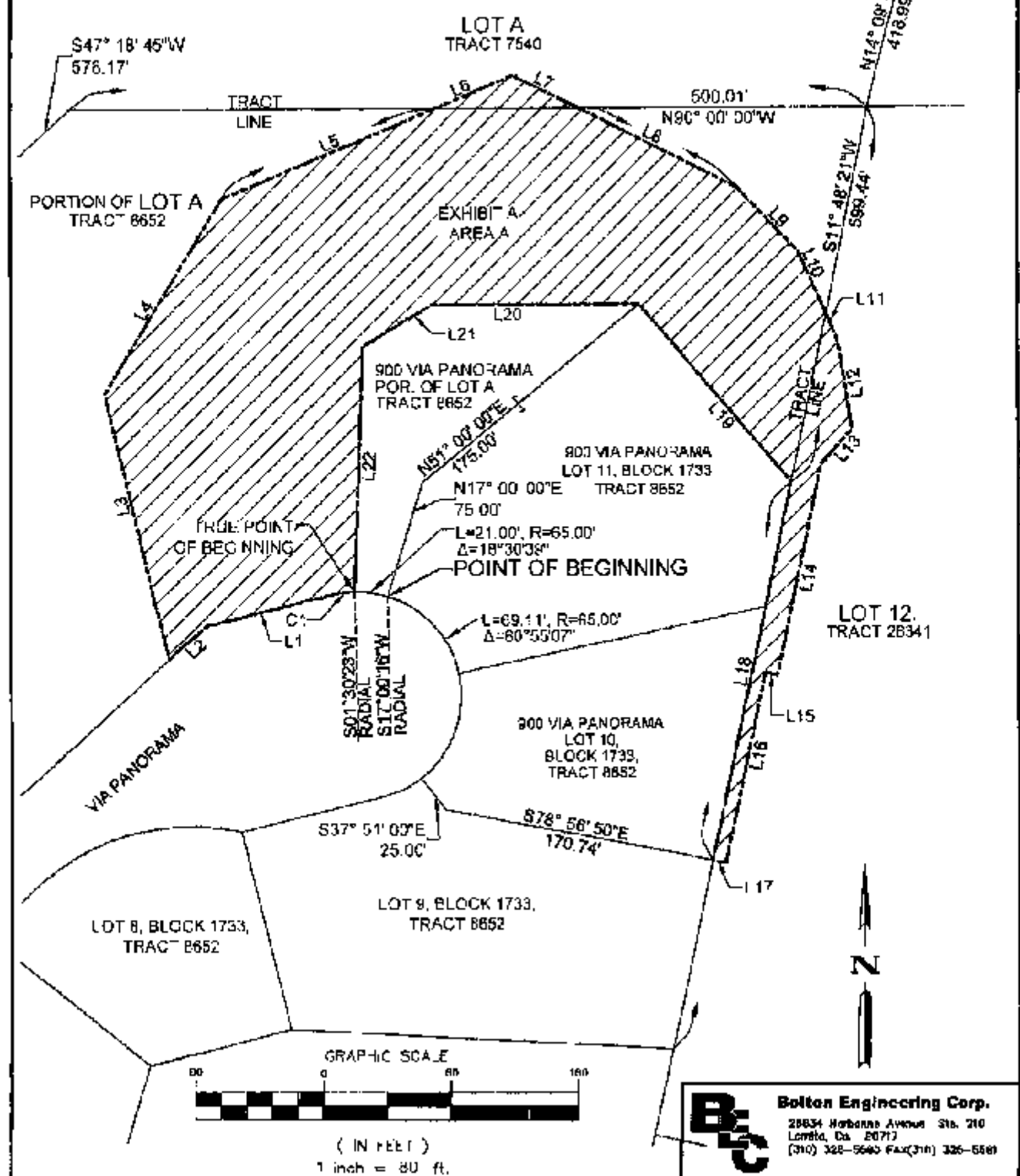


EXHIBIT "B"
AREA A
LEGAL DESCRIPTION OF AREA A
SHEET 3 OF 7

| Parcel Table- Area A | | | |
|----------------------|---------|-----------------|--------|
| Line #/Curve # | Length | Direction/Delta | Radius |
| G1 | 14.23' | 012°32'37" | 65.00' |
| L1 | 81.57' | S75° 51' 00"W | |
| L2 | 30.82' | S47° 45' 30"W | |
| L3 | 170.82' | N13° 38' 09"W | |
| L4 | 141.69' | N31° 07' 01"E | |
| L5 | 144.89' | N67° 23' 03"E | |
| L6 | 53.61' | N67° 23' 03"E | |
| L7 | 45.43' | S03° 38' 17"E | |
| L8 | 109.59' | S63° 38' 17"E | |
| L9 | 55.79' | S44° 16' 41"E | |
| L10 | 42.75' | S23° 40' 31"E | |
| L11 | 19.58' | S23° 40' 31"E | |
| L12 | 55.29' | S09° 29' 24"E | |
| L13 | 28.99' | S42° 31' 34"W | |
| L14 | 135.61' | S11° 48' 21"W | |
| L15 | 7.62' | N77° 50' 33"W | |
| L16 | 121.49' | S11° 48' 21"W | |
| L17 | 8.24' | N78° 58' 11"W | |
| L18 | 242.08' | N11° 48' 21"E | |
| L19 | 146.21' | N40° 41' 40"W | |
| L20 | 130.00' | N30° 00' 00"W | |
| L21 | 50.50' | S59° 00' 00"W | |
| L22 | 153.12' | S02° 01' 45"W | |



Bolton Engineering Corp.
38834 Harbottle Avenue Ste. 210
Lomita, Ca. 90717
(310) 326-8280 FAX(310) 326-8881

EXHIBIT "B"
LEGAL DESCRIPTION
OF ADDITIONAL AREAS
SHEET 4 OF 7

SEE SHEET 5
FOR DETAILS

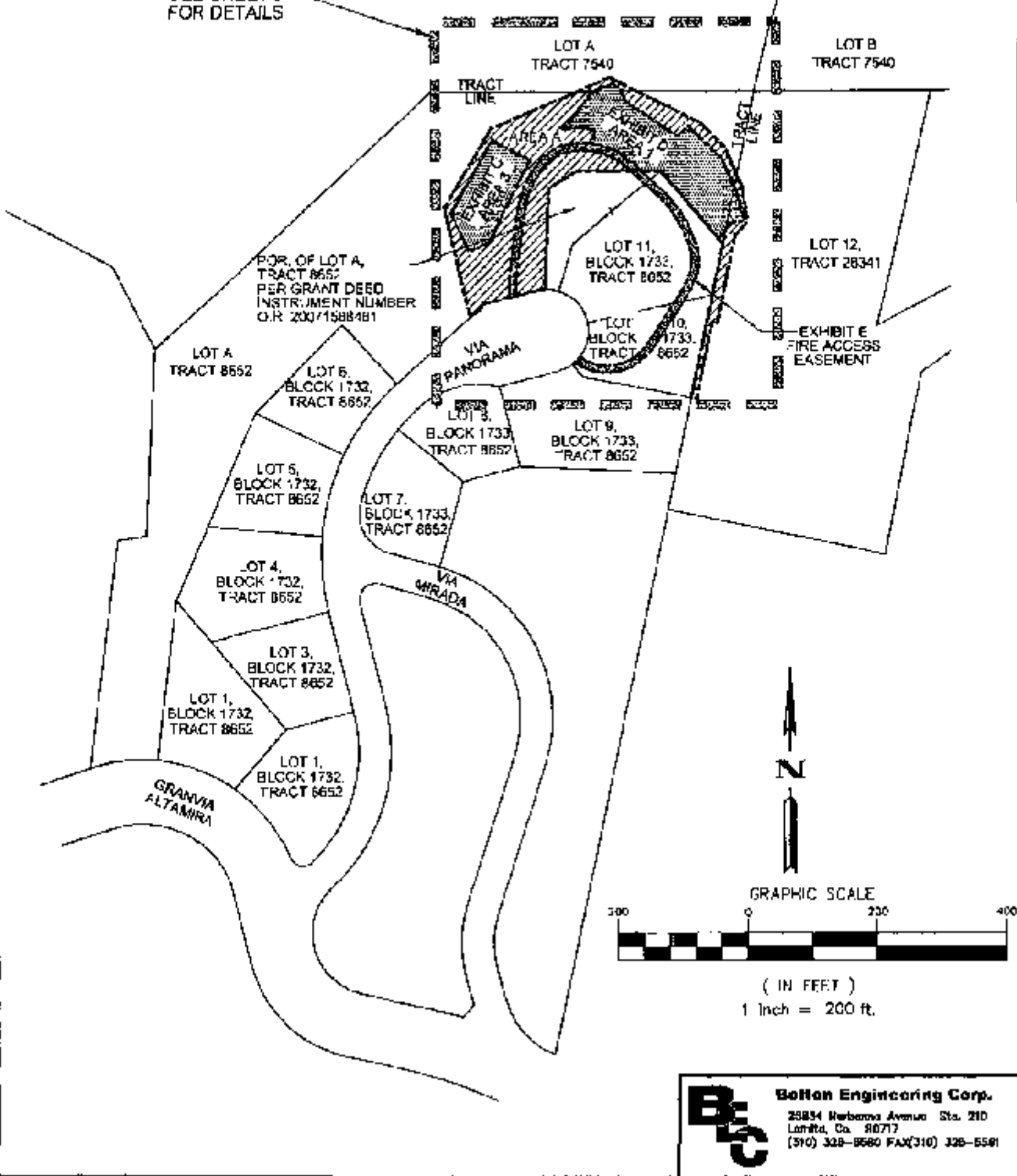


EXHIBIT "B" LEGAL DESCRIPTION OF ADDITIONAL AREAS SHEET 5 OF 7

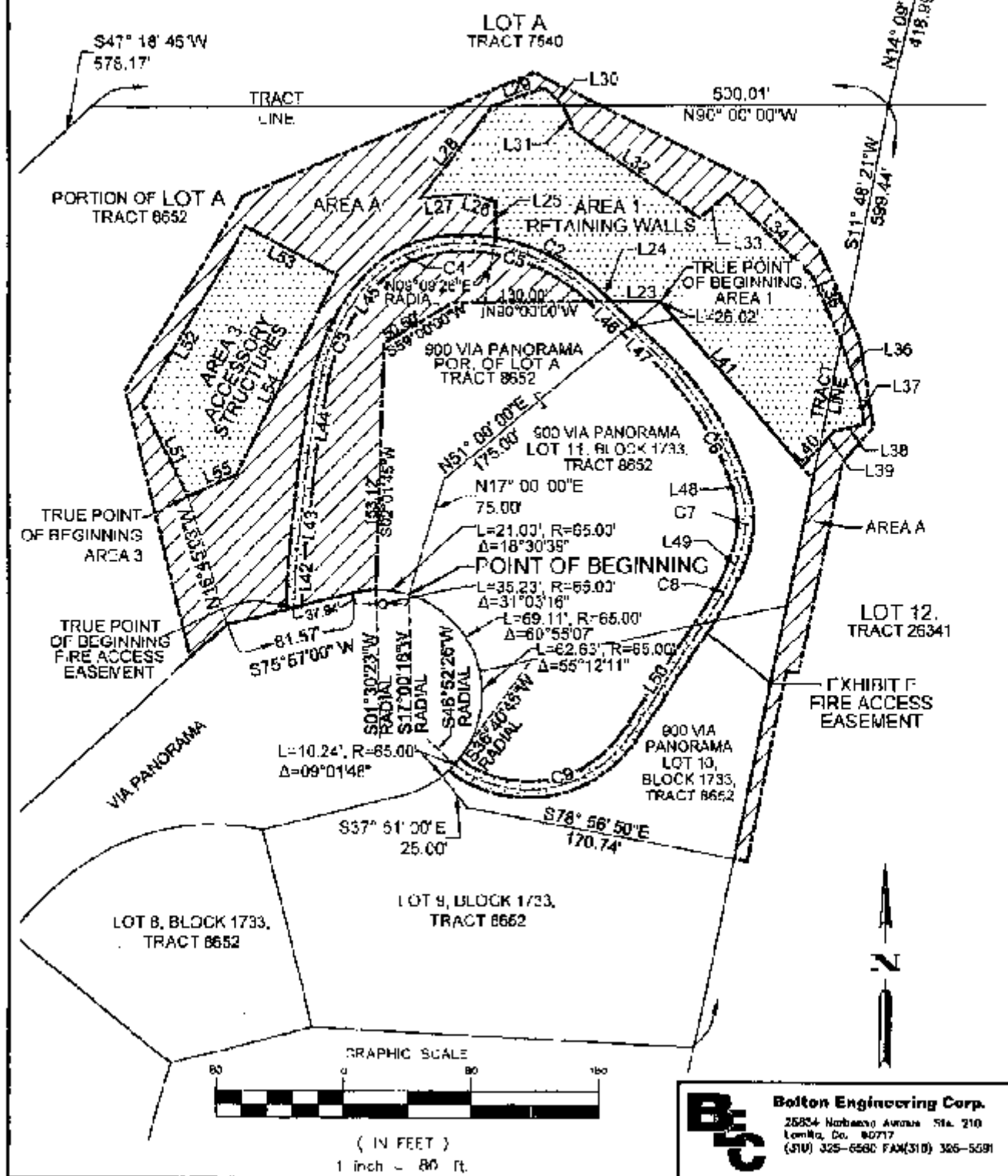


EXHIBIT "B"
LEGAL DESCRIPTION
OF ADDITIONAL AREAS
SHEET 6 OF 7

| Parcel Table- Area 1: Retaining Walls | | | |
|---------------------------------------|---------|-----------------|--------|
| Line #/Curve # | Length | Direction/Delta | Radius |
| L23 | 30.50' | N90° 00' 00"W | |
| L24 | 14.31' | N46° 51' 25"W | |
| C2 | 70.90' | 033° 51' 03" | 20.00' |
| L25 | 21.80' | N01° 28' 14"E | |
| L26 | 17.17' | N73° 44' 50"W | |
| L27 | 31.15' | S85° 10' 03"W | |
| L28 | 73.28' | N38° 54' 47"E | |
| L29 | 34.44' | N71° 43' 24"E | |
| L30 | 15.72' | S46° 36' 20"E | |
| L31 | 17.27' | S23° 22' 57"E | |
| L32 | 95.37' | S55° 41' 39"E | |
| L33 | 22.70' | N48° 58' 32"E | |
| L34 | 73.24' | S48° 33' 00"E | |
| L35 | 45.24' | S23° 13' 00"E | |
| L36 | 35.63' | S18° 30' 58"E | |
| L37 | 17.79' | S11° 08' 09"E | |
| L38 | 20.22' | S78° 08' 50"W | |
| L39 | 12.97' | S41° 19' 15"W | |
| L40 | 18.83' | S41° 19' 15"W | |
| L41 | 135.78' | N40° 41' 40"W | |



Bolton Engineering Corp.
 20834 Norborne Avenue Ste. 270
 Lomita, Ca. 90717
 (310) 328-5880 FAX (310) 328-8561

EXHIBIT "B"
LEGAL DESCRIPTION
OF ADDITIONAL AREAS
SHEET 7 OF 7

| Parcel Table- Fire Access Easement | | | |
|------------------------------------|---------|-----------------|---------|
| Line #/Curve # | Length | Direction/Delta | Radius |
| L42 | 26.17' | N02° 04' 55"E | |
| L43 | 65.90' | N06° 34' 58"E | |
| L44 | 3E 76' | N09° 36' 03"E | |
| C3 | 62.18' | 026°23'26" | 135.00' |
| L45 | 5.00' | N35° 59' 29"E | |
| C4 | 53.82' | 044°03'01" | 70.00' |
| C5 | 106.31' | 052°57'50" | 115.00' |
| L46 | 33.00' | S45° 59' 31"E | |
| L47 | 26.38' | S45° 59' 31"E | |
| C6 | 94.11' | 029°08'47" | 185.00' |
| L48 | 3.60' | S17° 50' 44"E | |
| C7 | 45.26' | 039°53'30" | 65.00' |
| L49 | 6.91' | S22° 02' 45"W | |
| C8 | 29.79' | 011°22'38" | 150.00' |
| L50 | 90.67' | S33° 25' 23"W | |
| C9 | 126.64' | 093°15'22" | 77.80' |

| Parcel Table- Area 3: Accessory Structures | | | |
|--|---------|-----------------|--------|
| Line #/Curve # | Length | Direction/Delta | Radius |
| L51 | 64.3' | N26° 27' 12"W | |
| L52 | 128.00' | N30° 04' 46"E | |
| L53 | 65.00' | S62° 26' 47"E | |
| L54 | 139.90' | S26° 45' 41"W | |
| L55 | 32.96' | S66° 06' 05"W | |



Boltan Engineering Corp.
 25834 Norbonne Avenue Ste. 210
 Compton, Ca. 90217
 (310) 325-3680 FAX (310) 325-6681

**EXHIBIT C- ACCESSORY STRUCTURES
AREA 3 LEGAL DESCRIPTION**

28

EXHIBIT "C"

AREA 3 ACCESSORY STRUCTURES

THOSE PORTIONS OF LOT A, TRACT 8652 OF THE MAP RECORDED IN MAP BOOK 125, PAGES 85-87 IN THE CITY OF PALOS VERDES ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 11, BLOCK 1733, TRACT 8652 OF THE MAP RECORDED IN MAP BOOK 125, PAGES 85-87, OF SAID COUNTY RECORDER, SAID POINT BEING ON THE RIGHT OF WAY OF VIA PANORAMA, A PUBLIC STREET AS SHOWN ON THE MAP OF SAID TRACT 8652, AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 65.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 17°00'16" WEST;

THENCE WESTERLY ALONG SAID CURVE AND SAID RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 31°03'16", AN ARC DISTANCE OF 35.23 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 75°57'00" WEST, 81.57 FEET;

THENCE DEPARTING FROM SAID RIGHT OF WAY NORTH 16°45'03" WEST 83.37 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 26°27'12" WEST, 64.31 FEET (L51);

THENCE NORTH 30°04'46" EAST, 128.00 FEET (L52);

THENCE SOUTH 62°26'47" EAST, 65.00 FEET (L53);

THENCE SOUTH 26°45'41" WEST, 139.90 FEET (L54);

THENCE SOUTH 66°06'05" WEST, 32.96 FEET (L55) TO THE TRUE POINT OF BEGINNING.

CONTAINS 10,280 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY BOLTON ENGINEERING CORPORATION:


Ross N. Bolton, R.C.E. 26120

AUG 30, 2012
DATE



EXHIBIT "C"
1 OF 1

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

SEP 22 2011

RECEIVED BY John A. Clarke, Executive Officer/Clerk
Linda Klein Deputy

AUG 22 2011

DEPT. 15

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

PALOS VERDES PENINSULA UNIFIED
SCHOOL DISTRICT,

Plaintiff,

v.

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

Defendants.

Case No. BC431020

Assigned to the Honorable Richard Fruin,
Department: 15

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 9. ~~This Judgment shall be recorded and all of the terms and conditions herein~~
2 ~~shall run with the Property.~~

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

4 11. The Homes Association is the prevailing party. The Court awards costs of
5 \$ 116,491.83⁰⁰ in favor of the Homes Association and against the School District
6 pursuant to a timely filed and served Memorandum of Costs.

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

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

14 DATED: September 22, 2011

Richard Fruin
HONORABLE RICHARD FRUIN
JUDGE OF THE SUPERIOR COURT

17 *Respectfully submitted by:*

18 DATED: August 22, 2011

19 GREENWALD, PAULY, FOSTER & MILLER,
20 A Professional Corporation
21 ANDREW S. PAULY (SBN 90145)
22 ANDREW J. HALEY (SBN 202900)
1299 Ocean Avenue, Suite 400
Santa Monica, California 90401-1007
Telephone: (310) 451-8001

23 SIDNEY F. CROFT, ESQ.
24 3858 Carson Street, Suite 127
25 Torrance, CA 90503-6705
Tel. (310) 316-8090

26 By: Andrew J. Haley
27 ANDREW J. HALEY
Attorneys for Defendant
28 PALOS VERDES HOMES ASSOCIATION

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES.

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 1299 Ocean Avenue, Suite 400, Santa Monica, California 90401-1007.

On August 22, 2011, I served the foregoing document(s) described as [PROPOSED] JUDGMENT FOR DEFENDANT PALOS VERDES HOMES ASSOCIATION FOR QUIET TITLE AND DECLARATORY RELIEF on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed to the addressee(s) as follows:

PLEASE SEE ATTACHED SERVICE LIST

☒ BY MAIL: I caused such envelope to be deposited in the mail at Santa Monica, California. The envelope was mailed with postage thereon fully prepaid. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. It is deposited with the United States Postal Service on that same day in the ordinary course of business.

☐ BY PERSONAL SERVICE: I personally delivered such envelope by hand to the offices of the addressee.

☐ BY FEDEX: The FedEx package tracking number for this envelope is _____, and the envelope was sent [mode] for receipt on [day], [date].

☐ BY ELECTRONIC MEANS: A courtesy copy of the above-referenced document was transmitted by ☐ facsimile and/or ☐ e-mail transmission; said transmission was reported as complete and without error.

☒ Executed on August 22, 2011, at Santa Monica, California.

☒ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ (Federal) I declare under penalty of perjury that I am employed in the office of a member of the bar of this Court at whose direction the service was made.


KATHY M. BARONE

SERVICE LIST

***Palos Verdes Peninsula Unified School District v.
Palos Verdes Homes Association, et al.***
Los Angeles County Superior Court, Case No. BC431020

Jeffrey L. Parker, Esq.
Robinson & Parker LLP
21535 Hawthorne Blvd., Suite 210
Torrance, CA 90503

Counsel for Plaintiff
PALOS VERDES PENINSULA UNIFIED
SCHOOL DISTRICT
Fax: (310) 792-2201
E-Mail: jeff@robinsonparker.com

Sidney F. Croft, Esq.
3858 Carson Street, Suite 127
Torrance, CA 90503-6705

Co-Counsel for Defendant
PALOS VERDES HOMES ASSOCIATION
Fax: (310) 540-4364
E-Mail: sfcroftlaw@aol.com

1
2
3 SUPERIOR COURT OF THE STATE OF CALIFORNIA
4 FOR THE COUNTY OF LOS ANGELES
5

6 CERTIFICATE OF SERVICE--I hereby certify that I delivered a true copy of the STATEMENT
7 OF DECISION AND JUDGMENT FOR DEFENDANT ALOS VERDES HOMES
8 ASSOCIATION FOR QUIET TITLE AND DECLARATORY RELIEF to counsel named below
9 by placing a copy thereof in a sealed envelope addressed as shown below in such manner as to
10 cause it to be deposited with postage prepaid in the U. S. Mail on the date shown below in the
11 ordinary course

12 DATED: September 22, 2011

JOHN A. CLARKE, Executive Officer/Clerk

13 By: R Klein

14 L. KLEIN, DEPUTY CLERK

15 DEPARTMENT 15
16
17

18 ROBINSON & PARKER

19 JEFFREY L. PARKER

20 21535 HAWTHORNE BLVD. SUITE 210

21 TORRANCE, CA 90503
22

23 GREENWALD, PAULY, FOSTER, & MILLER

24 ANDREW J. HALEY

25 1299 OCEAN AVE. SUITE 400

26 SANTA MONICA, CA 90401-9889
27

28 9/23/11
17/03/11

PROOF OF SERVICE

Privileged and Confidential Pursuant to California Evidence Code Sections 1152 and 1154

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
Palos Verdes Estates City Hall
40 Palos Verdes Drive West
Palos Verdes Estates, CA 90274

(Space Above Line For Recorder's Use Only)

RECORDING FEES EXEMPT PURSUANT
TO GOVERNMENT CODE SECTION 27383

City Clerk
(Seal)

MEMORANDUM OF UNDERSTANDING

AMONG

PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT

PALOS VERDES HOMES ASSOCIATION, INC.

CITY OF PALOS VERDES ESTATES

AND

**THOMAS J. LIEB, TRUSTEE, THE VIA PANORAMA TRUST U/DO MAY 2, 2012,
TOGETHER WITH TRUSTS FOR THE BENEFIT OF RELATED PARTIES**

REGARDING

**RESOLUTION OF ENFORCEABILITY OF DEED RESTRICTIONS ON PROPERTY
OWNED BY PVPUSD AND OF ENCROACHMENT IN CITY PARKLAND NEAR 900
VIA PANORAMA AND DISPOSITION OF CERTAIN OPEN SPACE PROPERTIES
(LOTS C & D)**

MEMORANDUM OF UNDERSTANDING

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

R E C I T A L S

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

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

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

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

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

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

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

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

WHEREAS, the School District appealed the Judgment and that appeal is currently pending in the Second Appellate District Court bearing Case No. B237444. The Homes Association also filed a cross-appeal, which is currently pending in the same court. The Homes Association has the right to also file an appeal of the trial court’s denial of its fee motion and

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

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

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

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

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

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

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

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

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

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

ARTICLE II – Obligations of the School District.

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

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

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

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

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

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

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

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

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

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

ARTICLE III – Obligations of the Homes Association

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

ARTICLE IV – Obligation of the City

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

ARTICLE V – Obligations of the Property Owners

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

ARTICLE VI – Litigation Stay; no admission; other lawsuits

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

ARTICLE VII – Term of MOU

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

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

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

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

ARTICLE VIII – General Provisions

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

To the School Board:

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

and

Terry Tao
Chief Counsel
Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive, Suite 300
Cerritos, CA 90703
562-653-3200
ttao@aalrr.com

To the Homes Association:

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

and

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

and

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

To the City:

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

and

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

To Property Owners:

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

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

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

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

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

FOR THE SCHOOL DISTRICT:

Dated: _____, 2012

Walker Williams, Superintendent

APPROVED AS TO FORM:

Terry Tao, General Counsel

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

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

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

FOR THE SCHOOL DISTRICT:

Dated: May 14, 2012

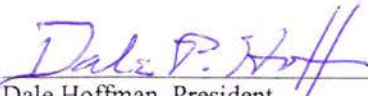

Walker Williams, Superintendent

APPROVED AS TO FORM:

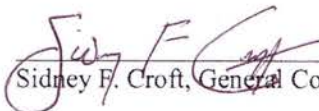

Terry Tao, General Counsel

FOR THE HOMES ASSOCIATION:

Dated: May 4, 2012


Dale Hoffman, President

APPROVED AS TO FORM:


Sidney F. Croft, General Counsel

FOR THE CITY:

Dated: _____, 2012

George F. Bird, Jr., Mayor

ATTEST:

Judy Smith

APPROVED AS TO FORM:

Christi Hogin, City Attorney

FOR THE HOMES ASSOCIATION:

Dated: _____, 2012

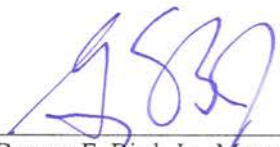
Dale Hoffman, President

APPROVED AS TO FORM:

Sidney F. Croft, General Counsel

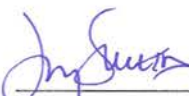
FOR THE CITY:

Dated: _____, 2012



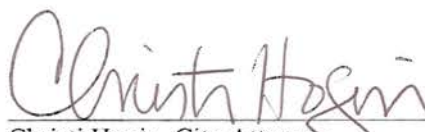
George F. Bird, Jr., Mayor

ATTEST:



Judy Smith

APPROVED AS TO FORM:



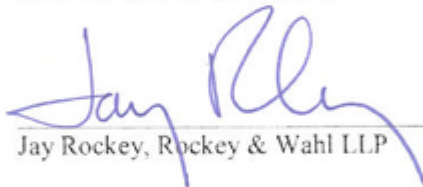
Christi Hogin, City Attorney

FOR THE PROPERTY OWNERS:

Dated: 5/9/2012, 2012

Thomas J. Lieb, Trustee,
the Via Panorama Trust u/do May 2, 2012

APPROVED AS TO FORM:


Jay Rockey, Rockey & Wahl LLP

* SEE ATTACHED ACKNOWLEDGMENT
5/9/12

ACKNOWLEDGMENT

State of CALIFORNIA

County of LOS ANGELES

On 5/9/12, before me, MATTHEW T. BOHNER - NOTARY PUBLIC
(insert name and title of the officer)

personally appeared JAY D. ROCKEY who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the law of the State of

CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Matthew T. Bohner

(Seal)



FOR THE PROPERTY OWNERS:

Dated: __ ____, 2012


Thomas J. Lieb, Trustee,
the Via Panorama Trust u/d/o May 2, 2012

APPROVED AS TO FORM:

Jay Rockey, Rockey & Wahl LLP

State of California)

County of LOS ANGELES)

On 5/2/2012 before me, IRMA MARQUEZ, a Notary Public in and for said State, Thomas J. Lieb, Trustee, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Irma Marquez



(This area for notary stamp)

PROOF OF SERVICE

Citizens for Enforcement of Parkland Covenants v. City of Palos Verdes Estates, et al.
Los Angeles Superior Court Case No. BS142768

I, Jason R. Ebbens, declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the within action; my business address is 734 Silver Spur Road, Suite 300, Rolling Hills Estates, CA 90274.

On June 16, 2014, I served the foregoing: **VERIFIED SECOND AMENDED COMPLAINT** on the interested parties in this action by placing ☐ the original ☒ a true copy thereof, enclosed in a sealed envelope with postage pre-paid, addressed as follows:

** See Attached Service List **

☒ BY MAIL. I am readily familiar with this law firm's practice for collection and processing of correspondence for mailing with the U. S. Postal Service. The within correspondence will be deposited with the U. S. Postal Service on the same day shown on this affidavit, in the ordinary course of business. I am the person who sealed and placed for collection and mailing the within correspondence on this date at Rolling hills Estates, California, following ordinary business practices.

☐ BY NORCO OVERNITE DELIVERY: The within correspondence will be deposited with Overnite Express on the same day shown on this affidavit, in the ordinary course of business. I am the person who sealed and placed for collection and mailing the within correspondence on this date at Rolling Hills Estates, California, following ordinary business practices.

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 16, 2014, in Los Angeles County, California.


Jason R. Ebbens

SERVICE LIST

(Page 1 of 2)

Citizens for Enforcement of Parkland Covenants v. City of Palos Verdes Estates, et al.
Los Angeles Superior Court Case No. BS142768

| | |
|---|---|
| JENKINS & HOGIN, LLP 1230 Rosecrans avenue, Suite 110 Manhattan Beach, CA 90266 Christi Hogin, Esq. CHogin@LocalGovLaw.com Tel: (310) 643-8448 Fax: (310) 643-8441 | <i>Attorneys for Defendant and Respondent:</i> City of Palos Verdes Estates |
| ARMBRUSTER GOLDSMITH & DELVAC LLP 11611 San Vicente Blvd., Suite 900 Los Angeles, CA 90049 Damon P. Mamalakis, Esq. Damon@AGD-LandUse.com Tel: (310) 254-9026 Fax: (310) 254-9046 R.J. Comer, Esq. RJ@AGD-LandUse.com Tel: (310) 254-9056 Fax: (310) 254-9046 | <i>Attorneys for Defendants and Real Parties in Interest:</i> Robert Lugliani and Delores A. Lugliani as co-trustees of The Lugliani Trust Thomas J. Lieb, Trustee, The Via Panorama Trust U/Do May 2, 2012 |

SERVICE LIST

(Page 2 of 2)

Citizens for Enforcement of Parkland Covenants v. City of Palos Verdes Estates, et al.
Los Angeles Superior Court Case No. BS142768

LAW OFFICE OF SIDNEY CROFT

314 Tejon Place
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