

Rolling Hills
Community Association
of
Rancho Palos Verdes



Declaration of Restrictions

DECLARATION NUMBER 150

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DECLARATION No. 150 OF ESTABLISHMENT

of

Basic Protective Restrictions, Conditions, Covenants, Reservations, Liens, Charges
and Certain Local Restrictions Affecting the Real property Known as

ROLLING HILLS - RANCHO PALOS VERDES

as hereinafter described which is situate in
the County of Los Angeles in the
State of California

Dated May 14th 1936

DECLARATION, made this 14th day of May, 1936 by PALOS VERDES CORPORATION,
a corporation organized and existing under and by virtue of the laws of
the State of Delaware,

WITNESSETH:

WHEREAS, PALOS VERDES CORPORATION is the owner of a certain tract of land in
the County of Los Angeles, State of California, described as follows:

That portion of Lot "H" of the Ranchos Los Palos Verdes , in the County of Los Angeles, State of California, allotted to Jotham Bixby by decree of partition in the action "Bixby et al vs. Bont et al, Case # 2373 in the District Court of the 17th Judicial District of said State of California, in and for said County of Los Angeles and entered in Book 4 Page 57 of Judgments, in the Superior Court of said County, described as follows:

Beginning at the intersection of the center line of Palos Verdes Drive North, as conveyed to the County of Los Angeles by deed recorded in Book 12013 Page 277 of Official Records of said County, with center line of line of proposed Crenshaw Boulevard 100 feet wide as shown on County Surveyors Map No. B-1065 on file in the office of the County Surveyor of said County; said point being North 49°33' 40" West 2013.19 feet measured along said center line from the southeasterly extremity of that certain course in said Drive, recited in said deed as having a bearing of South 49° 33' 40" West 1243.85 feet to Station No. 1 of the herein described property; thence South 46° 02' 29" West 453.44 feet to Station No. 2; thence South 31°52' 20" West 226.70 feet to Station No. 3; thence South 16° 40' 50" East 107.00 feet to Station No. 4; thence South 27° 32' 00" West 136.51 feet to Station No.5 ; thence South 9° 51' 00" West 283.96 feet to Station No. 6; thence South 34° 11' 10" East 118.13 feet to Station No.7; thence South 2° 23' 10" East 164.76 feet to Station No. 8; thence South 9° 43' 50" East 314.02 feet to Station No. 9; thence South 24° 25' 30" West 417.26 feet to Station No. 10; thence South 10°27' 20" West

127.61 feet to Station No. 11; thence South 12° 40' 40" West 225.77 feet to Station No. 12; thence South 37° 45' 50" East 97.48 feet to Station No. 13; thence South 28° 08' 00" West 201.30 feet to Station No. 14; thence South 62° 18' 00" West 370.80 feet to Station No. 15; thence South 39° 49' 50" West 254.05 feet to Station No. 16; thence South 22° 15' 00" West 273.91 feet to Station No. 17; thence South 55° 34' 50" West 166.51 feet to Station No. 18; thence South 53° 27' 35" West 221.85 feet to Station No. 19; thence South 74° 55' 25" West 135.50 feet to Station No. 20; thence South 40° 58' 55" West 215.79 feet to Station No. 21; thence South 42° 02' 05" West 168.29 feet to Station No. 22; thence South 39° 23' 00" East 64.19 feet to Station No. 23; thence South 56° 09' 35" West 205.52 feet to Station No. 24; thence South 30° 16' 00" West 266.00 feet to Station No. 25; thence South 1° 23' 45" East 163.65 feet to Station No. 26; thence South 20° 07' 10" East 197.35 feet to Station No. 27; thence South 17° 25' 25" West 207.49 feet to Station No. 28; thence South 6° 11' 50" East 215.21 feet to Station No. 29; thence South 12° 30' 15" East 217.41 feet to Station No. 30; thence South 6° 28' 10" West 360.98 feet to Station No. 31; thence South 54° 04' 00" West 263.21 feet to Station No. 32; thence South 86° 39' 30" West 241.02 feet to Station No. 33; thence South 18° 51' 45" West 316.87 feet to Station No. 34; thence South 19° 27' 00" East 191.29 feet to Station No. 35; thence South 11° 57' 50" East 248.60 feet to Station No. 36; thence South 16° 26' 55" East 650.70 feet to Station No. 37; thence South 9° 20' 05" East 553.32 feet to Station No. 38; thence South 15° 10' 50" East 151.80 feet to Station No. 39; thence South 19° 18' 45" East 88.025 feet to Station No. 40, said Station No. 40 being in the Northeasterly line of a private road 100 feet wide known as Crest Road; thence Southeasterly along said Northeasterly line on a curve concave to the Southwest having a radius of 1250 feet (a radial line to said curve at said Station No. 40 bears North 15° 31' 00" East) a distance of 294.83 feet; thence continuing along said Northeasterly line South 60° 58' 10" East 1459.35 feet to Station No. 41; thence leaving said Northeasterly line North 38° 00' 35" East 220.47 feet to Station No. 42; thence North 32° 39' 45" East 212.50 feet to Station No. 43; thence North 28° 44' 30" East 257.20 feet to Station No. 44; thence North 51° 04' 35" East 274.71 feet to Station No. 45; thence North 13° 28' 25" East 350.90 feet to Station No. 46; thence North 6° 53' 00" East 257.65 feet to Station No. 47; thence North 24° 36' 35" West 325.53 feet to Station No. 48; thence North 24° 32' 40" West 223.66 feet to Station No. 49; thence North 32° 48' 40" East 309.35 feet to Station No. 50; thence North 5° 00' 00" West 217.61 feet to Station No. 51; thence North 47° 13' 10" East 527.25 feet to Station No. 52; thence North 42° 54' 25" East 285.18 feet to Station No. 53; thence North 78° 19' 30" East 240.07 feet to Station No. 54; thence South 84° 11' 15" East 222.67 feet to Station No. 55; thence North 48° 22' 55" East 113.15 feet to Station No. 56; thence North 32° 58' 40" East 370.54 feet to Station No. 57; thence North 4° 00' 00" East 423.68 feet to Station No. 58; thence North 16° 51' 45" West 668.51 feet through Station No. 59 to Station No. 60; thence North 9° 46' 00" West 323.35 feet to Station No. 61; thence North 5° 03' 00" West 376.99 feet to Station No. 62; thence North

50° 15' 15" West 513.19 feet to Station No. 63; thence North 38° 57' 20" West 419.77 feet to Station No. 64; thence North 4° 12' 10" East 176.62 feet to Station No. 65; thence North 29° 58' 05" East 284.98 feet to Station No. 66; thence North 87° 44' 30" East 163.56 feet to Station No. 67; thence North 60° 07' 55" East 271.23 feet to Station No. 68; thence North 66° 01' 35" East 214.17 feet to Station No. 69; thence North 26° 22' 30" East 210.13 feet to Station No. 70; thence North 24° 04' 40" East 464.90 feet to Station No. 71; thence North 13° 29' 40" East 402.39 feet to Station No. 72; said Station No. 72 being in the center line of said Palos Verdes Drive North; thence along said center line North 49° 33' 40" West 607.15 feet to the point of beginning.

EXCEPTING therefrom that portion thereof lying within the lines of said Palos Verdes Drive North; which property is hereinafter referred to as "said property" and

WHEREAS, the said Palos Verdes Corporation is about to sell, dispose of or convey in portions said hereinabove described property subject to certain basic and local protective restrictions, conditions, 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 Palos Verdes Corporation 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 general basic and local 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 of 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

Section 1. Uses of Property Prohibited

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, except in or in connection with the restaurants and/or inns located in Use District of Class B and subject to uniform regulations of the Association hereinafter referred to as to the sale and distribution of said liquors therein; any foundry or brickyard; 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 gunpowder or explosives, and products or by-products 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 other business or industrial use is approved by the Board of Directors of the Association and is located in a use district permitting the same as provided in Article III hereof; or any noxious trade or business or use of the property whatsoever.

Section 2. Mining or Drilling for Oil and Water Prohibited

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. No mining operation shall be conducted on nor shall any minerals or mineral substances be produced or extracted from any part of said property. No water wells or tunnels shall be drilled, driven or maintained except with the written consent and approval of Palos Verdes Corporation.

Section 3. Keeping of Stock or Poultry

The keeping of any cattle, horses or other animals, rabbits or poultry on said property shall only be done in conformance with regulations of the Association, as to numbers, distance they must be maintained from dwellings and public roads, and type of housing, sanitary requirements and other regulations of the Association; provided the premises shall not be used for the purpose of engaging in raising, keeping and selling cattle, horses, rabbits, poultry or other animals as a business for commercial gain, and the Association shall have the right by regulations from time to time adopted to define the extent and meaning of said business for commercial gain. No hogs shall be raised or kept upon any of said property.

Section 4. Enforcement by Association

There is hereby conferred upon Rolling Hills Community Association of Rancho Palos Verdes, a non-profit cooperative corporation, organized and existing under and by virtue of the laws of the State of California, herein referred to as the "Association", the right and power as in this declaration provided to interpret and enforce the restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this or any subsequent declaration and/or by any conveyance, lease or contract of sale, which may be created or existing upon said property or to which any portion thereof may at any time be subject.

Section 5.

Section 6. Construction to be Diligently Prosecuted and New Material Used

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 restrictions and conditions set forth or referred to herein or in any further protective 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. Except with the written approval of the Association, 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 reconstructed on said property.

Section 7. Status of Split-Lot Ownership

An ownership or single holding comprising parts or portions of two or more adjoining lots, or all of one lot and part of one or more lots adjacent thereto, approved for resubdivision by the Association in the manner hereinafter set forth, shall be deemed to be a single lot or building site for the purposes hereof, provided that no additional building site or sites shall be created from the lot or lots so resubdivided and no such resubdivided lot (including the area of streets and rights-of-way thereon or thereover) shall have an area less than five (5) acres in Residence district Class "A", nor less than one (1) acre in Residence District Class "A-1", nor less than one (1) acre in respect to lots in Use District Class "B".

Section 8. Minimum Cost of Improvements and Planting

(a) The cost of the first building to be erected on any lot or upon any building site of any lot or parcel, including a reasonable architect's fee and reasonable profit for builder, shall not be less than the amount, if any, specified for that lot or parcel in the local restrictions set forth herein or any amendment thereto, or in a further local declaration or amendment of restrictions approved by the Association as herein provided, or less than the amount therefor stipulated in the original instrument of conveyance of Palos Verdes Corporation, which amount stipulated in such

conveyance shall in no event be less than the amount, if any, specified in this declaration, or in any further local declaration or amendment of restrictions. 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 Association was possible to be built for the sum named on January 1, 1936.

(b) Not later than six (6) months after the completion of the above described first or main building on any building site, and in addition to the cost of said building, and any grading, walks, driveways and construction features exterior to said building there shall have been expended for ornamental plants, trees, shrubs, or flowers and the planting thereof, a sum not less than three per cent (3%) of the cost of said building as indicated by the building permit or permits issued for said building.

Section 9. Street Grades, Cuts and Fills

Palos Verdes Corporation reserves the right to make such cuts and fills as are necessary to grade the streets or private ways, whether dedicated or not dedicated to the county or other political subdivision, 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 the Association.

Section 10. Owner liable for damage to Streets caused by Negligence

If in the opinion of the Board of Directors of the Association any public improvement, planting, tree or utility of any character shall be damaged by the negligence or carelessness of any property owner, or his agents, and if after reasonable written notice to the owner or the owner's local agent to repair or replace said damage, and if thereafter for thirty (30) days the owner or owner's agent shall fail so to do, then the 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 in any court of competent jurisdiction by the Association in its own name, or at its own expense, in the name and on the behalf and as the agent of any property owner in said property. Said lien shall be subordinate to the lien of any bona fide mortgage or deed of trust executed in good faith and for value on the property subject thereto. When repaid to the Association the amount of the said expense shall be returned to the general fund of the Association, and a release of said lien filed for record with said County Recorder by said Association if necessary to clear the record title to the property involved.

**Section 11. Trimming and Removal of
Trees and Shrubs**

No tree on any building site, having a height of twelve (12) feet or over above the ground, shall be trimmed, cut back, removed or killed except with the written approval of the Board of Directors of the Association. The Association shall have the right at any time to enter on or upon any part of said property for the purpose of cutting back trees or other plantings which, in the opinion of the Association, is warranted to maintain and improve the view of, and protect, adjoining property. The Association shall have sole authority and right to trim, remove, replace, plant or replant, or direct and determine the type of such planting, or otherwise care for the trees, shrubs and plantings in or along any easements or rights-of-way granted to or reserved by Palos Verdes Corporation and/or the Association on or adjacent to any said lots, subject to any county or other official having superior jurisdiction.

**Section 12. Right to Maintain or Plant
Vacant and Unimproved Lots**

The Association shall have the right at all times to enter on or upon any lot or parcel of said property after conveyance thereof by Palos Verdes Corporation that is vacant or unimproved by the owner thereof and to plant and replant, trim, cut back, remove, replace and/or maintain hedges, trees, shrubs or flowers on the area within twenty-five feet (25') of any exterior line thereof and/or keep cultivated and/or grow, reap and remove crops on the whole area of any parcel, lot or building site of said property, and the said Association or any officer or agent thereof, shall not thereby be deemed guilty of any manner of trespass. When the owner of a parcel or lot so planted or maintained by the Association shall give bona fide evidence and written notice to said corporation of his intention to improve the same with a dwelling or other building of the minimum cost permitted for said building site within thirty days, the Association may within said thirty days and until work on said improvements is commenced, transplant, remove, or dispose of any or all of the plantings which may have been made by it thereon.

Section 13. Privies and Cesspools

No privy shall be erected, maintained or used upon any part of said real property, but a temporary privy may, with the approval of the Association, be permitted during the course of construction of a building. Any lavatory, toilet or water-closet that shall be erected, maintained or used thereon shall be enclosed and located within a building herein permitted to be erected on said premises, and shall be properly connected with an underground septic tank, cesspool, or other method of disposal, so constructed and operated that no offensive odors shall arise or otherwise escape therefrom; and provided further, that no such septic tank, cesspool, or other method of disposal shall be constructed, altered or maintained unless a proper building and plumbing permit therefor shall first have been obtained from the Association and that before any use thereof a Certificate of Completion and Compliance shall also have been issued therefor by said Association.

Section 14. Maintenance of Health, Safety and Welfare

To maintain the health, safety and general welfare of people residing on said property, and to prevent danger from fires, street traffic or other hazards to life and limb or property, the Association shall adopt such rules and regulations as it may from time to time deem advisable and necessary and all parts of said property shall at all times be maintained subject to said rules and regulations; provided, however, that all such rules and regulations shall be in addition to and not interfere with any regulations of County, State or other duly constituted public authority.

Section 15. Insect Pests and Plant Diseases

No plants or seeds infected with noxious insects or plant diseases shall be brought upon, grown or maintained upon any part of said property. No plants or seeds shall be brought upon any part of said property except in accordance with regulations established by and subject to inspection by the Association as to their freedom from insect, pests and plant diseases. The right is specifically reserved to the Association to enter upon any part of said property and inspect all plants and seeds thereon at any time, and if after due notice from the Association 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 the Association 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 the Association to protect the same and/or the community from the spread of such infection.

Section 16. Maintaining Natural Drainage

No obstruction, diversion, bridging or confining of the existing channels through which surface water in time of storms naturally flows upon and across any lot, shall be made by any lot owner in such a manner as to cause damage to other properties, except that any existing channel may be diverted, bridged, confined or reconstructed, or a new channel constructed, provided the Association shall determine that said new channel or diverted, bridged or reconstructed channel is adequate to carry the amount of storm water liable to flow therein, and shall in writing approve of the same; and the right is expressly reserved to Palos Verdes Corporation, its successors and assigns, as an incident of the development of the entire properties, including the construction of streets, gutters, ditches and otherwise, to cause reasonable increases or decreases in the amount of water which would in a state of natural flow into and through any such natural storm water channels.

Section 17. Clothes Drying Yards Must be Enclosed

No clothes, sheets, blankets or other articles shall be hung out to dry on any part of said property except in a yard enclosed by a lattice fence, wall, planting or other enclosure approved by the Board of Directors of the Association.

Section 18. Approval of Plans

No building, fence, wall, sidewalk, steps, awning, tent, pole or other structure, utility, parking, sculpture, landscaping or planting, shall, after the recordation of this declaration, be erected, altered or maintained upon, under or above any part of said property, or of any property at any time subject to the jurisdiction of said Association, unless plans and specifications therefor prepared by a certified architect showing the construction, nature, kind, shape, height, material and color scheme thereof and a block plan indicating the location of such structure on the building site and grading plans prepared or approved by a certified architect of the building site to be built upon, shall have been submitted to, and approved in writing by, and a building permit issued therefor signed by or under the authority of the Board of Directors of the 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 Association; provided the Association may promulgate regulations defining and describing such construction and alterations in respect to which its approval may be given without filing of plans and specifications or other plans, and prescribing the manner by which its approval shall be given. After the expiration of one (1) year from the date of such approval of plans and of the issuance of a building permit by the Association, or other approval 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 or on behalf of the Association shall be filed for record in the office of said County Recorder during such year.

No alteration shall be made in the exterior color or design of any structure unless written approval of such alteration shall have been obtained from the Board of Directors of the Association.

No billboard or sign of any character shall be erected, posted, pasted, painted or displayed upon or about any property under the jurisdiction of the Association without the written permission of the Board of Directors of the Association; and the 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.

Section 19. General Requirements as to Architecture

(a) To preserve the attractiveness of said property and to prevent the erection, alteration or maintenance of buildings of undesirable or inharmonious type or design that would depreciate the value of the property of their neighbors, no building shall be erected, altered or maintained in any of said Use Districts, or in any part thereof, unless and until the type and design of such building shall first have been approved by the Board of Directors of the Association.

The type and design of the building must be of such kind or type as will, in the opinion of the Board of Directors of the Association, be reasonably appropriate to its site and harmonize with its surroundings, and not detrimental to neighboring improvements for which designs have previously been approved.

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

Section 20. Approval of improvements and Planting.

No part of the said property and/or of any property at any time within the jurisdiction of the Association shall be laid out with buildings, structures, landscaping or planting, or any premises maintained except with the approval of the Board of Directors of the Association as to a uniform and reasonably high standard of artistic result and attractiveness, in exterior and physical appearance of said property and improvements.

Section 21. Approval of Subdivision Plans

No part of said property shall be subdivided or resubdivided, nor shall any map of the same nor any declaration of further or additional restrictions upon said property or any part thereof be recorded with said County Recorder unless and until the same shall have been submitted to and approved in writing by the Board of Directors of the Association and by Palos Verdes Corporation, provided that, if at any time Palos Verdes Corporation shall file for record a written resignation of this right to pass on subdivision or other plans as provided herein, said right and duty shall then and thereafter be terminated. The approval, however, of the Association shall not be necessary as to any part of said property, the record ownership of which is vested in Palos Verdes Corporation, but such subdivision or resubdivision by Palos Verdes Properties shall not provide for the creation of lots of an area less than established for the Use Districts as herein provided.

ARTICLE II

ROLLING HILLS COMMUNITY ASSOCIATION

Section 1. Maintenance and Improvement Charges

(1) All of said property and the Improvements thereon (except the portions or parcels thereof devoted to public or semi-public uses and not assessed by or included in any assessment by the city, county or other political subdivision having jurisdiction thereover for general tax purposes) shall 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 Association shall have sole authority:

(a) To fix and establish annually the amount of such annual charge or assessment (including penalties and costs of collection thereon, together with reasonable attorneys' fees) on each and every lot or parcel of said real property or any interest therein and upon the Improvements thereon, which said annual charge or assessment shall be based on the assessed valuation of said real property and of the improvements thereon as established by the County Assessor of Los Angeles, 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 of the old City of Los Angeles, or in accordance with some other legal and equitable plan to be adopted by the Association, provided that the total amount of said annual charge or assessment under such alternative plan shall never exceed one and one-half (1-1/2%) per cent fair cash value of said property and all improvements thereon as determined by the Assessor appointed by the Association.

(b) To expend for the purposes hereinafter specified the money paid in on such charges or assessments.

(2) The right to collect and enforce the collection of said charges or assessments, together with costs and penalties imposed for the non-payment thereof, shall be and is hereby granted to and vested in the Association, and Palos Verdes Corporation as to any property conveyed by it, except as otherwise provided herein, has established and does hereby establish, reserve and impose a lien hereby assign to the Association the right to collect and enforce the collection of the same.

(3) Such annual charge or assessment shall be fixed on or about the first Monday of October, 1936, for the fiscal year beginning July 1st, 1936 and annually thereafter on or about the first Monday of October of each year, for each current fiscal year and said charge or assessment shall be paid annually in advance to the Association on the first Monday in November in each and every year, beginning in November, 1936, 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 thereof, including reasonable attorneys' fees. Palos Verdes Corporation, in respect to portions of said property not conveyed by it and the purchaser of said property, or any portion thereof, by the acceptance of deeds therefor, whether from Palos Verdes Corporation or from subsequent owners of such property, shall be and become personally obligated to pay such annual charges and assessment as are fixed during the time of their ownership, and the right and power to bring all actions for the collection of such charges and assessments and the enforcement of such liens is hereby granted to and shall be vested in the Association and its successors in interest.

(4) Said charge or assessment shall, and any other funds available therefor may, be applied by the 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 Association, and/or for the following purposes, or any of them.

Section 2. Purposes and Powers of the Association

All conveyances, contracts of sale, or leases for five or more years of any part of said property hereafter executed by Palos Verdes Corporation are hereby made subject to the condition that the grantee, vendee and/or lessee by the acceptance of deed, contract or sale or lease covenants for himself, his heirs, assigns, executors, administrators and successors in interest, and Palos Verdes Corporation, its successors and assigns, in respect to any part of said property owned by it, covenants that the 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 for the benefit of the owners thereof, at any time within the jurisdiction of the Association, to-wit:

(a) To maintain, purchase, construct, improve, repair, 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, hangers and fields for aircraft, band stands, dancing pavilions, casinos, places of amusement, hospitals, museums, aquariums, riding academies and community facilities appropriate for the use and benefit of the owners of, and/or for the improvement and development of said property, or any part thereof.

(b) To hold, improve, light and/or maintain easements for or the fee to streets, roads, alleys, trails, bridle paths, courts, walks, whether dedicated to the public or private, gateways, fences and ornamental features now existing or hereafter to be 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 such easement or fee immediately adjoining or within the property herein referred to.

(c) To construct, improve, purchase, and/or maintain sewer systems, storm-water sewers and drains upon its property.

(d) To remove, 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 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 in Section 3 hereof, shall also be subject to a continuous additional lien securing payment of such cleanup charges as are provided in this paragraph. The Association shall have full authority to do said cleanup 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 such 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 right to collect and enforce the collection of such charges or assessments shall be and is hereby vested in the Association; and Palos Verdes Corporation as to any property conveyed or leased by it, and as well as to any portion of said property not conveyed or leased, except as otherwise provided herein, has established and does hereby establish, reserve and impose a lien thereon securing such annual charges or assessments and does hereby assign to the Association the right to collect and enforce the collection of the same. The amount of such charge, if any, shall be fixed on or about 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 1. of this Article II, provided that said additional cleanup charge shall never in any one year exceed the actual cost of the work necessary to the general safety and welfare of the Community.

(e) To provide for the re-oiling and cleaning of streets, parkways, bridle trails, walks and common easements; collections and disposition of street sweepings, garbage, ashes, rubbish and the like; and to make and collect charges therefor.

(f) To provide, so far as it may be lawful to do so, 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.

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

(h) 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.

(i) To acquire by purchase, gift or otherwise, and to own and/or dispose of such works of art as may be approved by the Board of Directors of the Association.

(j) To create, maintain, and operate such Departments as the Board of Directors of the Association may from time to time determine, and authorize and empower any of the same on behalf of the Association to issue building permits for any and all improvements or construction work of any kind within the jurisdiction of said Association, 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 Association and shall thereafter be binding upon the owners of said property and all of them, as if set out in full herein.

(k) To employ a manager, secretaries, engineers, auditor, technical consultants or any other employees or assistants and to pay all expense necessary and incidental to the conduct and carrying on of the business of the Association; and to pay the expenses incident to examination and approval of matters prescribed in this Article.

(l) To keep records of building permits and/or other approvals or disapproval made or issued by the Association or any department established by the 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.

(m) 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 Association has jurisdiction and to which said lots at any time may be subject, and to pay all expenses incidental thereto; to commence and maintain in its own name, on behalf of itself and/or persons owning property in said property, or in the name and behalf and as the agent of any property owner in said property, actions and suits to restrain and enjoin the breach or threatened breach of any restrictions, condition or covenant set forth in any declaration of conditions, covenants, reservations, liens, and charges affecting said property or any part thereof; to enforce decisions and rulings of any Department or Committee created and established by the Association, and to pay the expenses thereof, and such other expenses of such Departments and Committees as the Board of Directors may approve.

(n) To pay the taxes and assessments which may be levied by any public authority upon any property owned by the Association, which by law may be subject to such assessments or taxes, including property held in trust for the Association.

(o) To establish or make provision for the establishing of any other board or committee for the general welfare of the owners of said property or residents thereon provided for in the By-Laws of the Association, and for these purposes, to have authority to delegate to such board or committee such powers as the Association may lawfully delegate, and to make provision for the use by any such board or committee of such funds of the Association as the Board of Directors of the Association may, from time to time, deem advisable.

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

(q) 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.

(r) Generally, to do any and all lawful things which may be advisable, proper, authorized, and/or permitted to be done by the Association, and its Board of Directors, under or by virtue of this declaration or of any restrictions, conditions, covenants, liens and/or charges, 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 such powers the Board of Directors may, so far as may be legally done, follow the same procedure as followed by Board 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.

(s) 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.

(t) In respect to streets, alleys, walks, courts, easements, or rights-of-way over which the Association has been granted jurisdiction by Palos Verdes Corporation, to exercise such control as the Association 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 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 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.

(u) 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.

(v) 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.

(w) To erect, care for, and maintain adequate signs approved by the Board of Directors of the Association for marking streets, parks or other property.

(x) 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 Declaration for a division of the work or the doing of the work on 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 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, state, national, or other funds that may be available for use thereon, or otherwise benefit the said property.

Section 3. Action when Association Fails to Act.

If for any reason the Association or the Board of Directors thereof shall, for ninety (90) consecutive days, fail to meet and carry on or perform the functions hereby conferred upon and granted unto said Association or if said Association shall be dissolved by operation of law or otherwise, any committee of not less than fifteen (15) owners of record title of parcels of said property may at any time 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 times in a daily newspaper of general circulation published in Los Angeles. At said meeting each owner of record title to any portion of said property present shall have one vote for each building site as herein defined and said owners may elect

by majority vote a Board of three Trustees, and provide for appointments of successors in the event of a vacancy arising from any cause, which board shall thereupon serve and act in lieu and instead of, and with all the rights, powers and duties granted in this declaration or otherwise to the Association and may designate and appoint a Secretary and other officers to perform like duties, with the same powers and authority, to do any and all things, assigned to or conferred upon any officer of the Association. In the event said Board is so elected and established, then whenever in this declaration the Association is referred to, said Board of three Trustees shall be substituted therefor with the same force and effect as if named herein, whether or not specifically named in each case; and said Board of Trustees shall serve until such time as such Association shall be re-incorporated and/or restored to the right to transact business, at which time said Board of Trustees shall cease to have power to serve and said Association shall be reinvested with all titles, interests, rights, powers and duties granted or conferred hereby or which may be hereafter granted or conferred upon said Association.

ARTICLE III

Zoning

Section 1. Definitions

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

(a) A "building site" shall be taken to be a lot or lots, or parcel of land:

(1) Designated as a building site or building sites in any instrument of original conveyance, lease or sale by Palos Verdes Corporation;

(2) Designated as a building site, or building sites in this Declaration, or in any declaration of local restrictions or amendment and additions thereto, made and filed for record by Palos Verdes Corporation in the manner and pursuant to the provisions hereof;

(3) Any lot shown on any map of record of any original subdivision or partition of said property subject to the jurisdiction of the Association; and filed by or on behalf of the Palos Verdes Corporation;

(4) Any lot shown on any map of record of any resubdivision of any plots or parcels of said property filed by or on behalf of Palos Verdes Corporation, which resubdivision is approved by the Association and is permitted by the restrictions applicable thereto and thereby allowed to be used as a building site; or

(5) Any lot of any subdivision or resubdivision of any property (other than said property) which hereafter becomes subject to the jurisdiction of the Association by virtue of restrictions, conditions, covenants, and/or contracts relating thereto, and by acceptance of jurisdiction by the Board of Directors of said Association, and by and with the approval of Palos Verdes Corporation;

(6) The "number of building sites" of all of said property, because of its size, shall be taken as one hundred (100) building sites, and the number of building sites from time to time held by and vested in Palos Verdes Corporation shall be said building sites less the number of building sites transferred and conveyed to grantees by deeds and instruments of conveyance executed by Palos Verdes Corporation, provided, however that the number of building sites held by and vested in Palos Verdes Corporation in the event of and after the filing of a declaration or of a map of an original subdivision or re-subdivision designating the total number of building sites in said tract shall not exceed the number of building sites represented by the unsold lots or parcels remaining after such declaration or subdivision.

(b) A "detached building" is one that is not less than five feet (5') distant, measured horizontally, from any portion of any other building.

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

(d) A "lot" is any piece of land, the description of which is filed with and approved by the Board of Directors of the Association, regardless of plats recorded in the office of the County Recorder.

(e) A "single family dwelling" is a dwelling for (1) one family alone, having but (1) one kitchen, provided that reasonable quarters may be built and maintained in connection therewith for the use and occupancy of servants and guests, as provided in Section 5 (c) hereof.

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

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

Section 2. Classes of Use Districts

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

Residence Districts of:

Class A - Single Family Dwellings
Class A-1 Single Family Dwellings

Business and Public Use Districts of:

Class B - Public and Semi-public Uses and
Certain Designated Business Uses.

The districts of said classes and of each thereof are hereby established for said property with location, extent and boundaries thereof as defined and established herein, or as may be defined and established by Palos Verdes Corporation in supplemental and additional restrictions approved by the Board of Directors of the Association and filed for record with said County Recorder, provided that further and/or different classes of use districts may be established and defined in said supplemental and additional restrictions.

No building nor premises nor any portion of said property shall be used or structure erected to be used for any purpose other than a use permitted in the use district of the class in which such building or premises or property is located.

Section 3. Residence Districts of Class A and
Class A-1. Single Family Dwellings

In Residence Districts of Class A and Class A-1, no building, structure, or premises shall be erected, constructed, altered or maintained on any building site which shall be used or designed or intended to be used for any purpose other than that of a single family dwelling and as defined and provided in subparagraph (e) of Section 1 of this Article.

Section 4. Public and Semi-Public Uses and Certain
Designated Business Uses of Class B

In the Use district of Class B, no building, structure, or premises shall be erected, constructed, altered or maintained which shall be used or designed or intended to be used for any purpose other than that of park, playground, church, public or private school, library, fire-house, museum, public art gallery, not more than one (1) tea-room or restaurant in which liquors may be sold and dispensed (subject to regulation by the Association), administration buildings of and for the Palos Verdes Corporation and/or the Association, or other public or semi-public building or use, or as a single family dwelling.

Section 5. Accessory Buildings, etc.

(a) Notwithstanding anything herein contained, customary outbuildings, farm buildings, stables and corrals, as herein

provided, accessory buildings, defined herein, or bridges may be located or maintained as accessory to any main building lawfully within the boundaries of any district herein specified. The term "accessory" shall not include a business nor shall it include any building or use not on the same building site with the building or use to which it is necessary.

(b) A private garage for more than six (6) motor vehicles shall not be deemed accessory in any Use Districts of Class A, Class A-1, or Class B, except with the approval of the Board of Directors of the Association.

(c) Accessory Buildings.

Buildings accessory to a single family dwelling, lot or use, shall include and permit the building of servants' quarters as a part of the main building, or with the written approval of the Board of Directors of the Association, in a separate detached accessory building or buildings, with kitchens on the same lot. By and with the written approval of the Board of Directors and subject to such condition and requirements as may be set forth in said written approval, guest houses without kitchens, and to be used and occupied only by non-paying guests of the family, may be erected upon the same lot, and shall be deemed buildings accessory to said single family dwelling.

Section 6. Interpretation.

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

Section 7. Alterations and Change in Occupancy.

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

Section 8. Building Permits.

No building permit shall be issued by or on behalf of the Association for the erection or alteration of any building or structure contrary to the provisions of this declaration.

Section 9. No Use Prior to Issuance of Certificate of Completion and Compliance

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

ARTICLE IV

Duration. Enforcement. Amendment

Section 1. Duration of Restrictions

All of the restrictions, conditions, covenants, reservations, liens and charges set forth in this declaration of restrictions shall continue and remain in full force and effect at all times against said property and the owners thereof, subject to the right of change or modification provided for in Sections 2 and 3 of this Article, until January 1, 1970, 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, 1970 or within 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 three-fourths in area of said property, exclusive of streets, parks, and open spaces, be placed on record in the office of the County Recorder of Los Angeles County, by the terms of which agreement any of said conditions, restrictions, covenants, liens or charges are changed, modified or extinguished in whole or in part, as to all or any part of the property originally subject thereto, in the manner and to the extent therein provided. In the event that any such written agreement of change or modification be duly executed and recorded, the original conditions, restrictions, covenants, liens and charges as therein modified shall continue in force for successive periods of twenty years each unless and until further changed, modified or extinguished in the manner herein provided.

Section 2. Modification of Restrictions

(a) Modification of Basic Restrictions

Amendment, change, modification or termination of any of the basic conditions, restrictions, reservations, covenants, liens or charges set forth and established in Articles I, II, III, and IV hereof may be made by Palos Verdes Corporation or its successors in interest who are at that time the owners of the reversionary rights herein provided for, by mutual written agreement with not less than seventy per cent (70%) of the then owners of record title of said property (including the mortgagees under recorded mortgages and the trustees under recorded deeds of trust), and with the Association, duly executed and placed of record in the office of the County Recorder of Los Angeles County, California.

(b) Modification of Other Restrictions

Any of the local conditions, restrictions, covenants, reservations, liens or charges set forth and established in Article V hereof or hereafter established in any declaration of additional restrictions or deed, contract of sale or lease filed of record in the office of said County Recorder, 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 Palos Verdes Corporation, by the Association and Palos Verdes Corporation;
- (2) As to any other property, by the Association, the owner or owners of record of two-thirds in area of such property and Palos Verdes Corporation or its successor 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 five hundred feet in any direction from the exterior boundaries 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 the jurisdiction of the Association; and also provided that any approval given thereto by the Association shall not be valid unless and until it shall first have had a public hearing thereon.

It is further provided that no part of said property in an ownership other than that of Palos Verdes Corporation shall be transferred or changed from one class of Use District to another and different class of Use District, except with the written approval of Palos Verdes Corporation until such time as the said corporation shall be the owner of record of less than twenty-five (25) acres of said property, after which time said requirement shall have no further force nor effect.

Section 3. Procedure for Modification of Restrictions

No application for amendment, change, modification or termination of any of the restrictions conditions, covenants, or reservations, liens and charges, as provided in this article shall be circulated for signature nor shall it be valid or considered by the Association unless the same shall first have been submitted to the Secretary thereof prior to affixing any signatures thereto, and the secretary shall have certified thereon as to the correctness of the petition's form and of the description of the areas referred to therein, and date of circulation. Each said application and all signatures attached thereto shall become void six months from and after said

endorsed date of circulation (provided said time may be extended not to exceed an additional six months by resolution of the Association if and when endorsed thereon by the secretary thereof) unless approved as herein provided by the Association, prior to the expiration of said six months period of said approved extension thereof. No such application, for which approval has been denied by the Association, shall again be considered by the Association until after a period of one year shall have elapsed from the date of said denial of approval.

Section 4. Records, Title Certificates, Mortgages

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

(b) 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 Association, the records of the Secretary of the Association shall be conclusive as to all matters shown by such records and the issuance of a certificate of completion and compliance by or on behalf of the Association 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 Association or any of its departments, committees or agents by the Secretary of the Association 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 Association. In any event after the expiration of one year from the date of the issuance of a building permit by or on behalf of the 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 Association 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.

(c) Any lien, charge or assessment established, reserved or imposed herein shall be subordinate to the lien of any valid bona fide mortgage or trust deed which shall have been given in good faith and for value on the portion of said property subject thereto.

Section 5. Annexation of Additional Property

If at any time the owner or owners of lands adjoining or outside of said property shall agree with Palos Verdes Corporation or its successors in interest and the Association, or the Palos Verdes Corporation as to any additional land shall agree with the 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 Board of Directors of the Association 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 Association 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 Association as therein agreed to and provided.

Section 6. Reversion of Title

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 Palos Verdes Corporation. Each grantee of Palos Verdes Corporation of any part or portion of 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, right and powers of the 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 Palos Verdes Corporation or its successor in interest as owner of the reversionary rights therein provided for, and the owner of such reversionary rights shall have 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 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 Association, but such reversion shall not effect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith, and for value; provided, however, that any subsequent owner of said property shall be bound by the said restrictions, conditions, and covenants, whether obtained by foreclosure or at trustee's sale or otherwise.

Section 7. Violation of Conditions

The violation of any of the restrictions or conditions or breach of any of the covenants hereby established shall also give to Palos Verdes Corporation or its successors in interest and/or to the Association the right to enter upon the property upon or as to 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 Palos Verdes Corporation or its successors in interest or the Association shall not be deemed guilty of any manner of trespass for entry, abatement or removal.

Section 8. Violation Constitutes Nuisance

Every act of omission, whereby any restrictions, 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 Palos Verdes Corporation or its successors in interest and/or by the Association and/or by any lot owner subject to the jurisdiction of the Association; and such remedy shall be deemed cumulative and not exclusive.

Section 9. Construction and Validity of Restrictions

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, sub-section, paragraph, sentence, clause, and phrase of this declaration irrespective of the fact that any article, section, sub-section, paragraph, sentence, clause or phrase be declared invalid.

Section 10. Assignment of Powers

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

Section 11. Interpretation and Enforcement by Association

In its own name, so far as it may lawfully do so, and/or in the name of Palos Verdes Corporation or of any lot or parcel owner subject to its jurisdiction, the 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 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 any said provisions, or of any provisions of this declaration, the Association shall in all cases interpret the same and such interpretation shall be final and conclusive upon all interested parties.

Section 12. Right to Enforce

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Palos Verdes Corporation, the Association, by the owner or

owners of any portion of said property, their, and each of their legal representatives heirs, successors and assigns and failure by the Palos Verdes Corporation, the 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. Exceptions

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 Palos Verdes Corporation or its successors in interest to the reversionary rights provided for herein, and the Association, be specifically exempted from any or all of the provisions herein except the provisions of Sections 1 to 4, inclusive, of Article I hereof.

ARTICLE V

Local Restrictions

Section 1. Uses of Property

(a) Class A. Districts:

The following portions of said property are hereby established as Residence Districts of Class A, as defined and limited in Article III and Section 7 Of Article I hereof:

That portion of said property lying southerly of a line described as follows:

Beginning at Station No. 13 in the exterior boundary of said property; thence South $81^{\circ} 41' 25''$ East 252.49 feet; thence South $74^{\circ} 00' 20''$ East 30 feet to a point in the center line of the hereinafter described Road No. 2 at Station No. 213 thereof; said point being the beginning of a curve concaved to the Southeast having a radius of 300 feet; the radial line to said point bears North $74^{\circ} 00' 20''$ West; thence Southwesterly along said curve 65.49 feet; thence tangent to said curve South $3^{\circ} 20' 10''$ West 76.39 feet to Station No. 215 of said Road No.2 ; thence leaving said center line South $86^{\circ} 30' 50''$ East 30 feet; thence South $85^{\circ} 18' 20''$ East 449.95 feet; thence North $86^{\circ} 09' 30''$ East 40 feet to the center of the hereinafter described Road No.1 at Station No. 107 thereof; thence along said center line South $3^{\circ} 50' 30''$ East 110.16 feet to the beginning of a tangent curve in said center line concaved to the Northeast having a radius of 400 feet; thence Southeasterly along said curve 165.50 feet to Station No. 109 of said Road No. 1 ;

thence leaving said center line North 62° 27' 10" East 40 feet to Station 64 in the exterior boundary of said property.

(b) Class A-1 Districts:

The following portions of said property are hereby established as Residence Districts of Class A-1, as defined and limited in Article III and Section 7 of Article I hereof: All that portion of said property lying Northerly of the following described line:

Beginning at Station No. 13 in the exterior boundary of said property; thence south 81° 41' 25" East 252.49 feet; thence South 74° 00' 20" East 30 feet to a point in the center line of the hereinafter described Road No. 2 at Station No. 213 thereof; said point being the beginning of a curve concaved to the Southeast having a radius of 300 feet, the radial line to said point bears North 74° 00' 20" West; thence Southwesterly along said curve 65.49 feet; thence tangent to said curve South 3° 29' 10" West 76.39 feet to Station No. 215 of said Road No. 2 thence leaving said center line South 86° 30' 50" East 30 feet; thence South 85° 18' 20" East 449.95 feet; thence North 86° 09' 30" East 40 feet to the center line of the hereinafter described Road No. 1 at Station No. 107 thereof; thence along said center line South 3° 50' 30" East 110.16 feet to the beginning of a tangent curve in said center line concaved to the Northeast having a radius of 400 feet; thence Southeasterly along said curve 165.50 feet to Station No. 109 of said Road No. 1; thence leaving said center line North 62° 27' 10" East 40 feet to Station 64 in the exterior boundary of said property.

EXCEPTING therefrom that portion thereof described as follows:

Beginning at a point in the Southwesterly line of said Palos Verdes Drive North, said point being South 13° 29' 40" West 112.17 feet from Station No. 72 recited in the exterior boundary of said property; thence along said exterior boundary South 13° 29' 40" West 290.22 feet; thence South 24° 04' 40" West 453.82 feet; thence leaving said boundary North 59° 35' 20" West 691.47 feet to the point of intersection of the center lines of the hereinafter described Road No. 1 and No. 2; thence along the center line of Road No. 2, North 51° 07' 10" West 517.53 feet to the beginning of a tangent curve in said center line concaved to the Southeast having a radius of 100 feet; thence Northwesterly along said curve 52.36 feet; thence leaving said curve North 8° 52' 50" East 30 feet; thence North 25° 29' 55" East 846.43 feet to the Southwesterly line of said Palos Verdes Drive North; thence along said Southwesterly line South 49° 33' 40" East 1222.44 feet to the point of beginning.

(c) Class B. Districts:

The following portions of said property are hereby established as Public, Semi-Public and Business Use Districts of Class B, as defined and limited in Article III hereof:

That portion of said property described as follows:

Beginning at a point in the Southwesterly line of said Palos Verdes Drive North, said point being South 13° 29' 40" West 112.17 feet from Station No. 72 recited in the exterior boundary of said property; thence along said exterior boundary South 13° 29' 40" West 290.22 feet; thence South 24° 04' 40" West 453.82 feet; thence leaving said boundary North 59° 35' 20" West 691.47 feet to the point of intersection of the center line of the hereinafter described Roads No. 1 and No. 2 ; thence along the centre line of said Road No.2, North 51° 07' 10" West 517.53 feet to the beginning of a tangent curve in said center line concaved to the Southeast having a radius of 100 feet; thence Northwesterly along said curve 52.36 feet; thence leaving said curve North 8° 52' 50" East 30 feet; thence North 25° 29' 55" East 846.43 feet to the Southwesterly line of said Palos Verdes Drive North; thence along said Southwesterly line South 49° 33' 40" East 1222.44 feet to the point of beginning.

Section 2. Building Height Limits.

(a) Class A. Use Districts.

In private residence use Districts of Class A, no building shall be erected, constructed, altered or maintained with a height in excess of two (2) stories and basement, nor more than a height of thirty-five feet (35'), except as provided in Section 3 of this Article.

(b) Class A-1 Use Districts.

In private residence use districts of Class A-1, no building shall be erected, constructed, altered or maintained with a height in excess of one (1) story and basement, nor more than a height of twenty-five feet (25'), except as provided in Section 3 of this Article, and except that by and with the approval of the Board of Directors of the Association buildings of a greater height may be erected therein if in the opinion of the Board of Directors a building of such greater height because of the topography and contour of the land shall not make a building of such greater height inharmonious with the general type, design and appearance of the neighborhood or part of the tract in which said higher building is permitted to be erected.

(c) Class B. Districts.

In Public, Semi-Public and Business Use Districts of Class B., no building or structure shall be erected, constructed, altered, or maintained with a height in excess of

two (2) stories, nor more than a height of thirty-five feet (35'), except as provided in Section 3 of this Article.

Section 3. Special Height District Provisions

The height limitations set forth in section 2 hereof shall not apply to gables, spires, flagpoles, chimneys and wireless aerials and supports, provided same are approved by or on behalf of the Association, and provided further that where the slope of the lot is greater than one (1) foot rise in six (6) feet of run an additional story may be permitted by the Association on the downhill side of the building in any Height District, provided also that in Use District Class A buildings of a greater height than one (1) story may be erected and maintained as provided in paragraph (a) of Section 2 hereof.

Section 4. Minimum Cost of Building.

No building or structure, exclusive of accessory outbuildings, shall be erected, placed or maintained upon any building site embracing any portion of said property, which including a reasonable fee of architect, and a reasonable profit of building, shall cost or be of the value of less than One Thousand Five Hundred Dollars (\$1500.00).

Section 5. (a) Building Setback Lines.

(a) Adjoining and within the exterior lines of every lot a free space shall be left upon which no building or part thereof, including porches, steps, balconies, or other architectural features approved by or on behalf of the Association shall be erected, permitted or maintained. In Use District Class A, free space on each lot shall extend the full length of exterior lot lines, and the width thereof measured at any point on said lot lines shall be not less than twenty-five feet (25'). In Use District Class A-1 and Class B the free spaces on each lot shall extend the full length of the exterior lot lines and the width thereof measured at any point on said lot lines shall not be less than ten feet (10') provided that such free space having a width of ten feet (10'), may be increased in width along all or a part of the exterior lot lines by Palos Verdes Corporation as provided and set forth in its deeds or instruments of conveyance of any said lot or lots lying in the area comprising Use District Class A-1 and Use District Class B.

(b) Variations in Setback Lines

Anything to the contrary herein notwithstanding, the right and power is expressly established and granted to the Association, and its successors in interest, on account of the irregular topography in said property, the difficulty of making garages accessible to the street, and other unforeseen conditions which may work undue hardship in certain cases, to make by written agreement with the owner or owners of any building site in said property reasonable variations in the setback distances herein or hereafter established, provided said variations are not, in the opinion of the Board of Directors of the Association, injurious or undesirable to the neighborhood in which they occur; and provided further that gate lodges may, with the

approval of the Board of Directors of the Association, be constructed and maintained on or adjoining the street line.

(c) Nothing contained in subdivisions (a) and (b) of this Section 5 to the contrary shall to any extent limit the rights and powers of the Association to pass upon and approve or reject plans and specifications, block plans, or grading plans, as provided in Section 18 of Article I, and among other things require buildings and structures to be located and erected by the owner upon such part of the building site as the Association may designate and approve, subject, however, to the set-back requirements of this Section 5.

Section 6. Easements and Rights of Way.

(a) Palos Verdes Corporation hereby specifically reserves easements and rights-of-way on, over, under, across and along the strips or parcels of land as follows:

(1) For Road No. 1. (PORTUGUESE BEND ROAD)

That portion of said property lying 50 feet on each side from Station No. 101 to Station No. 104 and 40 feet on each side from Station No. 104 to the center line of a private road known as Crest Road, of the following described center line:

Beginning at a point in the center line of Palos Verdes Drive North recited as the point of beginning in the exterior boundary of said property, said point being also Station No. 101 of the herein described Road; thence South 25° 29' 55" West 773.33 feet to Station No. 102 and the beginning of a tangent curve concaved to the Northwest having a radius of 2000 feet; thence Southwesterly along said curve 171.43 feet to Station No. 103; thence tangent to said last mentioned curve South 30° 24' 40" West 713.56 feet to Station No. 104 and the beginning of a tangent curve concaved to the East having a radius of 197.20 feet; thence Southerly along said last mentioned curve 167.46 feet to Station No. 105; thence tangent to the last mentioned curve South 18° 14' 35" East 74.41 feet to Station No. 106 and the beginning of a tangent curve concaved to the Southwest having a radius of 400 feet; thence Southeasterly along said last mentioned curve 100.54 feet to Station No. 107; thence tangent to said last mentioned curve South 3° 50' 30" East 110.16 feet to Station No. 108 and the beginning of a tangent curve concaved to the Northeast having a radius of 400 feet; thence Southeasterly along said last mentioned curve 165.50 feet to Station No. 109; thence tangent to said last mentioned curve South 27° 32' 50" East 362.63 feet to station No. 110 and the beginning of a tangent curve concaved to the Northeast having a radius of 400 feet; thence Southeasterly along said last mentioned curve 102.01 feet to Station No. 111; thence tangent to said last mentioned curve South 42° 09' 35" East 35.38 feet to Station No. 112 and the beginning of a tangent curve concaved to the Southwest having a radius of 250 feet; thence Southeasterly along said last mentioned curve 190.90 feet to Station No. 113; thence tangent to said last mentioned curve South 1° 35' 25" West 74.26 feet to Station No. 114 and the beginning of a tangent curve concaved to the Northeast having a radius of 200 feet; thence Southeasterly along said last mentioned curve 197.43 feet to Station No. 115;

thence tangent to said last mentioned curve South $54^{\circ} 58' 10''$ East 24.43 feet to Station No. 116 and the beginning of a tangent curve concaved to the Southwest having a radius of 300 feet; thence Southeasterly along said last mentioned curve 113.75 feet to Station No. 117; thence tangent to said last mentioned curve South $33^{\circ} 14' 40''$ East 182.01 feet to Station No. 118 and the beginning of a tangent curve concaved to the Southwest having a radius of 400 feet; thence Southeasterly along said last mentioned curve 103.07 feet to Station No. 119; thence tangent to said last mentioned curve South $18^{\circ} 28' 50''$ East 671.85 feet to Station No. 120 and the beginning of a tangent curve concaved to the Northwest having a radius of 200 feet; thence Southwesterly along said last mentioned curve 358.02 feet to Station No. 121; thence tangent to said last mentioned curve South $84^{\circ} 05' 05''$ West 232.16 feet to Station No. 122 and the beginning of a tangent curve concaved to the Southeast having a radius of 300 feet; thence Southwesterly along said last mentioned curve 186.32 feet to Station No. 123; thence tangent to said last mentioned curve South $48^{\circ} 30' 00''$ West 64.31 feet to Station No. 124 and the beginning of a tangent curve concaved to the Northwest having a radius of 300 feet; thence Southwesterly along said last mentioned curve 117.32 feet to Station No. 125; thence tangent to said last mentioned curve South $70^{\circ} 54' 20''$ West 96.90 feet to Station No. 126 and the beginning of a tangent curve concaved to the Southeast having a radius of 1000 feet; thence Southwesterly along said last mentioned curve 81.38 feet to Station No. 127; thence tangent to said last mentioned curve South $66^{\circ} 14' 35''$ West 410.25 feet to Station No. 128 and the beginning of a tangent curve concaved to the Northwest having a radius of 500 feet; thence Southwesterly along said last mentioned curve 241.39 feet to Station No. 129; thence tangent to said last mentioned curve North $86^{\circ} 05' 45''$ West 322.77 feet to Station No. 130 and the beginning of a tangent curve concaved to the Southeast having a radius of 300 feet; thence Southwesterly along said last mentioned curve 522.81 feet to Station No. 131; thence tangent to said last mentioned curve South $5^{\circ} 56' 40''$ East 489.99 feet to Station No. 132 and the beginning of a tangent curve concaved to the Northeast having a radius of 400 feet; thence Southeasterly along said last mentioned curve 228.99 feet to Station No. 133; thence tangent to said last mentioned curve South $38^{\circ} 44' 40''$ East 177.70 feet to Station No. 134 and the beginning of a tangent curve concaved to the Southwest having a radius of 200 feet; thence Southeasterly along said last mentioned curve 142.54 feet to Station No. 135; thence tangent to said last mentioned curve South $2^{\circ} 05' 30''$ West 146.35 feet to Station No. 136 and the beginning of a tangent curve concaved to the Northeast having a radius of 400 feet; thence Southeasterly along said last mentioned curve 180.01 feet to Station No. 137; thence tangent to said last mentioned curve South $23^{\circ} 41' 35''$ East 121.48 feet to Station No. 138 and the beginning of a tangent curve concaved to the Northwest having a radius of 400 feet; thence Southeasterly and Southwesterly along said last mentioned curve 464.47 feet to Station No. 139; thence tangent to said last mentioned curve South $42^{\circ} 50' 15''$ West 323.53 feet to Station No. 140 and the beginning of a tangent curve concaved to the Southeast having a radius of 500 feet; thence Southwesterly along said last mentioned curve 355.88 feet to Station No. 141; thence tangent to said last mentioned curve South $2^{\circ} 17' 18''$ West 302.49 feet to the center line of a pri-

vate Road known as Crest Road 100 feet wide.

EXCEPTING from said Road No.1, these portions thereof lying within the lines of said private Road known as Crest Road 100 feet wide and in Palos Verdes Drive North 200 feet wide.

(2) For Road No. 2. (BLACKWATER CANYON ROAD)

That portion of said property lying 30 feet on each side of the following described center line:

Beginning at station No. 103 as recited in Road No.1, herein described; thence North $51^{\circ} 07' 10''$ West 517.53 feet to Station No. 201 and the beginning of a tangent curve concaved to the Southeast having a radius of 100 feet; thence Northwesterly and Southwesterly along said last mentioned curve 157.16 feet to Station No. 202; thence tangent to said last mentioned curve South $38^{\circ} 50' 15''$ West 130.07 feet to Station No. 203 and the beginning of a tangent curve concaved to the Southeast having a radius of 300 feet; thence Southwesterly along said last mentioned curve 78.29 feet to Station No. 204; thence tangent to said last mentioned curve South $23^{\circ} 53' 05''$ West 84.34 feet to Station No. 205 and the beginning of a tangent curve concaved to the Southeast having a radius of 300 feet; thence Southwesterly along said last mentioned curve 103.85 feet to Station No. 206; thence tangent to said last mentioned curve South $4^{\circ} 03' 05''$ West 167.96 feet to Station No. 207 and the beginning of a tangent curve concaved to the Northwest having a radius of 300 feet; thence Southwesterly along said last mentioned curve 103.09 feet to Station No. 208; thence tangent to said last mentioned curve South $24^{\circ} 41' 45''$ West 54.55 feet to Station No. 209 and the beginning of a tangent curve concaved to the Southeast having a radius of 300 feet; thence Southerly along said last mentioned curve 136.56 feet to Station No. 210; thence tangent to said last mentioned curve South $1^{\circ} 23' 05''$ East 127.87 feet to Station No. 211 and the beginning of a tangent curve concaved to the Northwest having a radius of 300 feet; thence Southwesterly along said last mentioned curve 91.00 feet to Station No. 212; thence tangent to said last mentioned curve South $15^{\circ} 59' 40''$ West 69.95 feet to Station No. 213 and the beginning of a tangent curve concaved to the Southeast having a radius of 300 feet; thence Southwesterly along said last mentioned curve 65.49 feet to Station No. 214; thence tangent to said last mentioned curve South $3^{\circ} 29' 10''$ West 76.39 feet to Station No. 215 and the beginning of a tangent curve concaved to the Northwest having a radius of 300 feet; thence Southwesterly along said last mentioned curve 310.07 feet to Station No. 216; thence tangent to said last mentioned curve South $62^{\circ} 42' 20''$ West 122.44 feet to Station No. 217 and the beginning of a tangent curve concaved to the Southeast having a radius of 300 feet; thence Southwesterly along said last mentioned curve 157.39 feet to Station No. 218; thence tangent to said last mentioned curve South $32^{\circ} 38' 50''$ West 69.24 feet to Station No. 219 and the beginning of a tangent curve concaved to the Southeast having a radius of 300 feet; thence Southwesterly along said last mentioned curve 69.73 feet to Station

No. 220; thence tangent to said last mentioned curve South $19^{\circ} 19' 20''$ West 83.21 feet to Station No. 221 and the beginning of a tangent curve concaved to the Northwest having a radius of 300 feet; thence Southwesterly along said last mentioned curve 153.05 feet to Station No. 222; thence tangent to said last mentioned curve South $48^{\circ} 33' 40''$ West 157.14 feet to Station No. 223 and the beginning of a tangent curve concaved to the Southeast having a radius of 200 feet; thence Southwesterly along said last mentioned curve 126.01 to Station No. 224; thence tangent to last mentioned curve South $12^{\circ} 27' 40''$ West 39.06 feet to the Station No. 225 and the beginning of a tangent curve concaved to the Southeast having a radius of 300 feet; thence Southerly along said last mentioned curve 92.53 feet to Station No. 226; thence tangent to said last mentioned curve South $5^{\circ} 12' 40''$ East 62.33 feet to Station No. 227 and the beginning of a tangent curve concaved to the Northwest having a radius of 200 feet; thence Southerly along said last mentioned curve 143.46 feet to Station No. 228; thence tangent to said last mentioned curve South $35^{\circ} 35' 50''$ West 249.53 feet to Station No. 229 and the beginning of a tangent curve concaved to the Southeast having a radius of 340 feet; thence Southwesterly along said last mentioned curve 99.34 feet to Station No. 230; thence tangent to said last mentioned curve South $16^{\circ} 37' 50''$ West 604.90 feet to Station No. 231 and the beginning of a tangent curve concaved to the Southeast having a radius of 300 feet; thence Southwesterly along said last mentioned curve 33.13 feet to Station No. 232; thence tangent to said last mentioned curve South $10^{\circ} 17' 50''$ West 207.39 feet to Station No. 233 and the beginning of a curve concaved to the Northeast having a radius of 300 feet; thence Southwesterly and Southeasterly along said curve 315.26 feet to Station No. 234; thence tangent to said last mentioned curve South $49^{\circ} 54' 50''$ West 171.12 feet to Station No. 235 and the beginning of a tangent curve concaved to the Southwest having a radius of 400 feet; thence Southeasterly along said last mentioned curve 121.73 feet to Station No. 236; thence tangent to said last mentioned curve South $32^{\circ} 28' 40''$ East 140.02 feet to Station No. 237 and the beginning of a tangent curve concaved to the Southwest having a radius of 538.32 feet; thence Southeasterly along said last mentioned curve 249.52 feet to Station No. 131 as recited in the center line of said Road No 1.

EXCEPTING therefrom that portion thereof lying within the lines of said Road No.1.

ALSO easements over those portions of said property described as follows:

(A) Beginning at the intersection of the Westerly line of said Road No.1, with the Northerly line of that portion of said Road No. 2, having a bearing of North $51^{\circ} 07' 10''$ West; thence along said Northerly line $51^{\circ} 07' 10''$ West 23.96 feet to the beginning of a curve concaved to the Northwest having a radius of 20 feet being tangent to and connecting said Northerly and Westerly lines of said Roads; thence Southeasterly and Northeasterly along said curve 35.01 feet to said Westerly line of Road No.1; thence southerly along said Westerly line 23.96 feet to the point of beginning.

(B) Beginning at the intersection of the Westerly line of said Road No. 1 with the Southerly line of that portion of said Road No. 2, having a bearing of North $51^{\circ} 07'$

10° West; thence North 51° 07' 10" West 17.24 feet; thence Southeasterly and Southwesterly along a tangent curve concaved to the Southwest having a radius of 20 feet a distance of 28.46 feet to the point of tangency of said Westerly line of said Road No. 1; thence along said Westerly line North 30° 24' 40" East 17.14 feet to the point of beginning.

(C) Beginning at Station No. 237 as recited in Road No. 2; thence North 57° 31' 20" East 30 feet to the Easterly line of said Road No. 2; thence southeasterly along said Easterly line being a curve concaved to the Southwest having a radius of 568.82 feet a distance of 52.55 feet to the point of reverse curve with a curve concaved to the North having a radius of 20 feet (the radial line to said point bears South 62° 48' 55" West); thence Southeasterly and Northeasterly along said curve 42.73 feet to a point in the Westerly line of Road No. 1 (the radial line to said point bears South 59° 36' 30" East); thence Southwesterly along said Westerly line being a curve concaved to the Southeast having a radius of 340 feet a distance of 224.62 feet; thence tangent to said last mentioned curve North 5° 56' 40" West 42.42 feet to a tangent curve concaved to the Southwest having a radius of 413.81 feet; thence Northwesterly along said curve 191.63 feet to a point at which the radial line bears North 57° 51' 30" East; thence North 57° 31' 30" East 30 feet to the point of beginning.

EXCEPT that portion thereof in Road No. 2, hereinafter described.

(D) Beginning at the intersection of the Northeasterly line of said private Road known as Crest Road 100 feet wide with the Easterly line of Road No. 1; thence along said Easterly line North 2° 17' 10" East 12.32 feet; thence Southeasterly along a tangent curve concaved to the Northeast having a radius of 20 feet a distance of 22.08 feet to the point of tangency with the Northeasterly line of said Crest Road; thence along said Northeasterly line North 60° 58' 10" West 12.32 feet to the point of beginning.

(E) Beginning at the intersection of the Northeasterly line of said private Road known as Crest Road with the Westerly line of Road No. 1; thence along said Westerly line North 2° 17' 10" East 32.48 feet ; thence Southeasterly and Northwesterly along a tangent curve concaved to the Northwest having a radius of 20 feet a distance of 40.75 feet to the point of tangency with the Northeasterly line of said Crest Road; thence along said Northeasterly line South 60° 58' 10" East 32.48 feet to the point of beginning.

(3) A strip of land twenty-five feet (25') in width lying within and adjoining the entire length of the exterior boundary lines of each and every lot or parcel of land located within private residence use districts of Class A.

(4) A strip of land ten feet (10') in width lying within and adjoining the entire length of the exterior boundary lines of each and every lot or parcel of land located within use districts of Class A-1 and Class B, and also of such greater width as to part or all of said strip as may be reserved and set forth in the deeds or instruments executed by Palos Verdes Corporation conveying lots or

parcels in said use districts of Class A-1 and Class B.

(b) Uses and Purposes of Easements and Rights-of-Way

The easements and rights-of-way herein reserved for the use and purpose of erecting, constructing, operating and maintaining thereon:

1. Roads, streets, or bridle trails, parkways and park areas.
2. Poles, wires and conduits for the transmission of electricity for lighting, heating, power, telephone and other purposes and for necessary attachments in connection therewith; and
3. Public and private sewers, storm water drains, land drains and pipes, water systems, water, heating and gas mains or pipes; and
4. Any other method of conducting and performing any public or quasi-public utility service or function beneath the surface of the ground.

(c) Notwithstanding anything in this section contained, Palos Verdes Corporation, by and with the approval of the Board of Directors of the Association, in respect to easements subject to its jurisdiction, shall have the right from time to time to release, convey and quitclaim to the owner of the lot or parcel upon which easements and rights-of-ways are a servitude, all or so much of said easement hereby or hereafter reserved as in the judgment of Palos Verdes Corporation and the Board of Directors of the Association is no longer needed for the uses and purposes set forth in subsection (b) hereof; and Palos Verdes Corporation may also in any deed or instrument of conveyance reserve further easements and rights-of-way for such uses and purposes as may be designated and set forth therein.

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

(e) The jurisdiction and control of the Association shall extend only to such easements and rights-of-ways as may be conveyed to it by Palos Verdes Corporation, or in respect to which the Association shall be granted jurisdiction and control by Palos Verdes Corporation. Said easements, whether or not under the jurisdiction of the Association, shall at all times be open to Palos Verdes Corporation, its successors and assigns, and easements and rights-of-way over which the Association has jurisdiction and control shall at all

times be open to it, and said Palos Verdes Corporation in respect to all of said easements, and the Association with respect to easements subject to its jurisdiction, shall have the right of ingress and egress thereto and therefrom, and the right, privilege and easement of doing whatever may be necessary, in, under and upon said locations for the carrying out of any of the purposes for which said easements and rights-of-way are reserved and shall not thereby in any manner be deemed guilty of trespass; and Palos Verdes Corporation shall have the right at any time to convey or, with the written approval of the Association, to extinguish such easements and rights-of way as to any or all of said property.

(f) The right is expressly reserved to Palos Verdes Corporation, its successors and assigns, to suspend, use, maintain and replace over any portion of any lot in said tract within five and one-half feet (5 1/2') from any lot line or of the line of any easement herein reserved to said Palos Verdes Corporation, wires, cross-arms, and appurtenances for conveying electric energy to be used for light, heat, power or other purposes and use the same for such purposes together with the right to alter the same in such manner, as the requirements of Palos Verdes Corporation, its successors and assigns, may from time to time demand. No poles are to be placed within the space where such right to overhang is reserved. Palos Verdes Corporation, its successors and assigns, and its and their agents and employees, shall at all times have free access to said wires, cross-arms and appurtenances for the purpose of repairing, removing, maintaining and operating the same.

IN WITNESS WHEREOF, said Palos Verdes Corporation has this 14th day of May, 1936, hereunto caused its corporate name and seal to be affixed by its General Manager and Assistant Secretary thereunto duly authorized.

PALOS VERDES CORPORATION

BY A.E.Hanson
 General Manager.

BY George Martinson
 Assistant Secretary

RECORDED MAY 14, 1936, OFFICE OF THE COUNTY RECORDER,
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