PALOS VERDES CORPORATION

DECLARATION OF PROTECTIVE RESTRICTIONS

THIS DECLARATION, made this 25th day of January, 1950, by PALOS VERDES CORPORATION, a corporation organized and existing under the laws of the State of Delaware,

W I T N E S S E T H:

WHEREAS, Palos Verdes Corporation is the owner of certain real property situate in the County of Los Angeles, State of California, and more particularly hereinafter described; and

WHEREAS, Palos Verdes Corporation is about to sell or convey said real property from time to time, or parts thereof, subject to the following protective restrictions between it and the acquirers or users of said property,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Palos Verdes Corporation hereby certifies and declares that it has established and does hereby establish a general plan for the protection of said real property hereinafter described, and does hereby fix certain restrictions, covenants, conditions and reservations upon and subject to which all portions of said property shall be held, conveyed and/or leased by it as such owner, all of which are for the benefit of said property and each owner thereof, and are covenants running with the land and shall inure to and pass with said property and each and every portion thereof and shall apply to and be binding upon the successors in interest of the respective owners thereof, and are and each is imposed upon said property as a servitude in favor thereof and of each and every portion thereof as the dominant tenement or tenements, as follows, to-wit:

ARTICLE I

Property Subject to Declaration

The said real property subject to this declaration is situate in the County of Los Angeles, State of California, and is more particularly described as follows:

That portion of Lot "H" of the Rancho 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. Bent, et al," Case No. 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 Westerly prolongation of the Southerly line of Tract No. 4400 as per map recorded in Book 72, Pages 95 and 96 of Maps in the office of the County Recorder of said County, with the ordinary high tide line in the Pacific Ocean; thence Easterly along said Westerly prolongation and Southerly line to an angle point in the Southeasterly boundary of said tract; thence Northerly, Easterly, Northerly and Easterly along the Southeasterly boundary of said Tract No. 4400 to the most Easterly corner thereof; thence Southeasterly along the Southeasterly prolongation of the Northeasterly line of said Tract No. 4400 and Southwesterly boundary of Tract No. 9765, as per map recorded in Book 170, Pages 10 to 12 of Maps in the office of said County Recorder, to an angle point in the Southwesterly boundary of said last mentioned tract; thence Easterly along the Southerly boundary of said last mentioned tract and the Southerly boundary of Tract No. 954, as per map recorded in Book 17, Page 16 of Maps in the office of the County Recorder, to the Southeasterly corner of said last mentioned tract and a 2-inch iron pipe marked JB-4; thence South 18° 22' 55" East 2087.45 feet to the Northwesterly corner of Tract No. 3192 as per map recorded in Book 44, Pages 91 to 94 of Maps in the office of said County Recorder; thence Southerly along the Westerly line of said last mentioned tract and the Easterly line of said Lot "H" to the Northeasterly corner of Tract No. 6881, as per map recorded in Book 75, Page 63 of Maps in the office of the said County Recorder; thence Westerly and Southerly along the Northerly and Westerly boundary of said last mentioned tract to the most Northerly corner of Tract No. 9302, as per map recorded in Book 127, Pages 54 and 55 of Maps in the office of the said County Recorder; thence Southerly and Southeasterly along the Westerly and Southwesterly boundary of said last mentioned tract to the Southeasterly line of said Lot "H"; thence Southwesterly along said last mentioned line to the ordinary high tide of the Pacific Ocean; thence

Westerly and Northwesterly along said ordinary high tide line to the point of beginning.

EXCEPTING THEREFROM those portions thereof described as follows:

All land included within the following described tracts:

(A)

Tract No. 9822, as per map recorded in Book 139, Page 47 of Maps in the office of said County Recorder.

Tract No. 13216, as per map recorded in Book 320, Pages 6 and 7 of Maps in the office of said County Recorder.

Tract No. 14114, as per map recorded in Book 300, Pages 6 and 7 of Maps in the office of said County Recorder.

Tract No. 12866, as per map recorded in Book 246, Pages 20 and 21 of Maps in the office of said County Recorder.

Rolling Hills, as per map recorded in Book 201, Pages 29 to 35 of Maps in the office of said County Recorder.

Tract No. 13284, as per map recorded in Book 266, Pages 7 and 8 of Maps in the office of said County Recorder.

Tract No. 14144, as per map recorded in Book 284, Pages 11 to 14 of Maps in the office of said County Recorder.

Tract No. 13350, as per map recorded in Book 269, Pages 24 to 27 of Maps in the office of said County Recorder.

Tract No. 14649, as per map recorded in Book 345, Pages 23 to 26 of Maps in the office of said County Recorder.

Tract No. 14500, as per map recorded in Book 322, Pages 38 to 41 of Maps in the office of said County Recorder.

Tract No. 14118, as per map recorded in Book 306, Pages 34 to 35 of Maps in the office of said County Recorder.

(B)

All those areas included within Record of Survey

Maps which are filed in the following Record of Surveys Books:

Record of Surveys Book 57, Pages 35 and 36,

Record of Surveys Book 57, Pages 4 to 8,

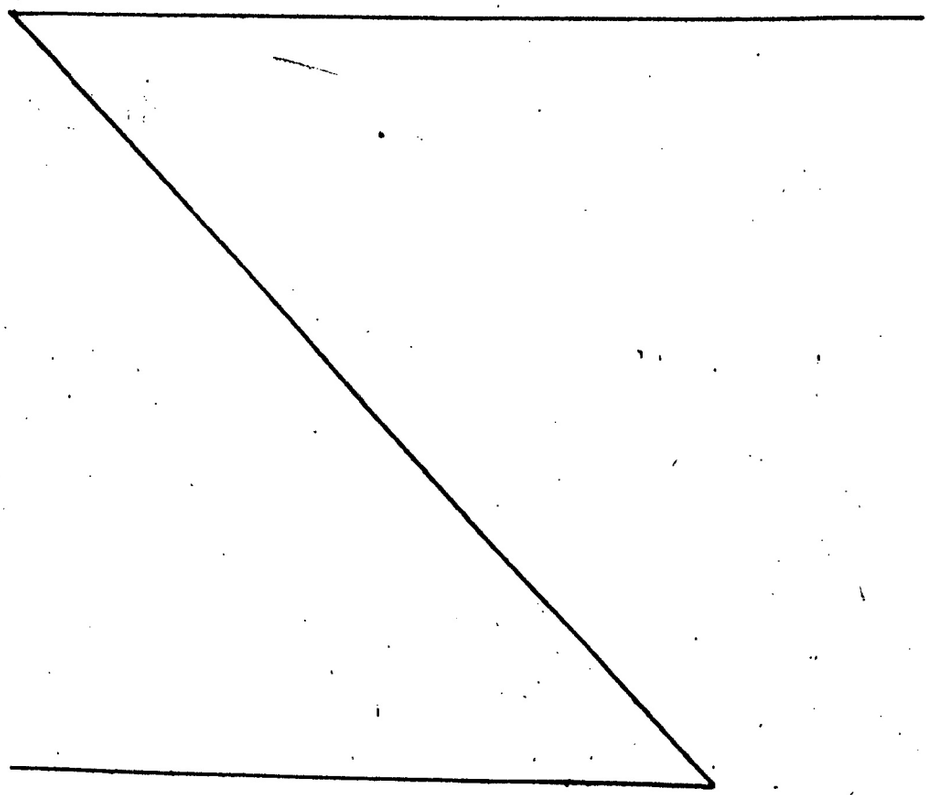
Record of Surveys Book 58, Pages 6 to 10 -

All on file in the office of said County Recorder.

(c)

ALSO EXCEPTING THEREFROM all land included within the above described portion of said Lot "H" record title to which does not now stand in the name of Palos Verdes Corporation, a corporation, in the office of the County Recorder of said County,

which real property to which Palos Verdes Corporation has record title is sometimes hereinafter referred to as "said property".



ARTICLE II

Restrictions

Section 1. No lot, parcel or portion of real property embraced within the property covered by this declaration shall be used or occupied or permitted to be used or occupied in whole or in part by any person not of the white or Caucasian race, except that domestic servants, chauffeurs, hostlers, laborers, farmhands or gardeners of other than the white or Caucasian race may live upon or occupy the premises where their employer resides.

Section 2. Each owner (including both present and future owners) of a lot or parcel covered by this declaration or of any portion of said property covered by this declaration, or of any interest therein, who while such owner permits such lot or parcel or such portion of said property to be used or occupied contrary to the provisions of Section 1 of this Article II, or who conveys or transfers such lot or parcel or such portion of said property, or interest therein, to a person whose use or occupancy thereof would be contrary to the provisions of said Section 1 of this Article II and such person after receiving such conveyance or transfer, uses or occupies said lot or parcel or said portion of said property, or permits the same to be used or occupied, while the owner, contrary to the provisions of said Section 1 of this Article II, does hereby consent and agree to be liable in monetary damages to each owner, at the date of breach, of a lot or parcel or portion of property embraced within the property covered by this declaration, and to Palos Verdes Corporation, jointly and severally, for all damages or injury caused to each such respective owner, as the owner of real property, and also to Palos Verdes Corporation, by reason of such use and occupancy; provided, however, that no trustee or beneficiary under a deed of trust or mortgagee under a mortgage shall, by reason of being

such trustee, beneficiary or mortgagee, be deemed to be an owner for the purposes of either said Section 1 or this Section 2 of this Article II or as such trustee, beneficiary or mortgagee or by reason of any conveyance under the provisions of any trust deed or mortgage, be subject to any liability under the provisions of said Section 1 or this Section 2 of this Article II.

ARTICLE III

Enforcement and Reversion of Title

Section 1. Enforcement. The restrictions, covenants and conditions contained in this declaration shall bind, and inure to the benefit of and be enforceable by Palos Verdes Corporation and the present and future owners and present and future lessees of any lot or parcel or portion of property embraced within the property covered hereby, and each of their legal representatives, heirs, successors and assigns, and failure by Palos Verdes Corporation or any property owner or any such lessee or any such legal representative, heir, successor or assign, to enforce any such restriction, covenant or reservation shall in no event be deemed a waiver of the right to do so thereafter; provided, however, that Palos Verdes Corporation shall have the sole right to enforce the rights reserved to it under Section 3 of this Article III.

Section 2. Nuisances and Violation of Provisions. Every act or omission whereby any restriction, covenant or condition in this declaration set forth is violated in whole or in part is declared to be and shall constitute a nuisance and may be enjoined or abated by Palos Verdes Corporation and/or any owner and/or lessee of any lot or parcel or portion of property covered by this declaration. Each remedy provided for in this declaration shall be cumulative and not exclusive.

...e contrary.

Section 3. Reversion of Title. The breach of any restriction, covenant or condition established by this declaration against or upon said property covered by this declaration or any part of said property shall cause the lot or parcel upon which such breach occurs to revert to Palos Verdes Corporation as the owner of the reversionary rights therein, and Palos Verdes Corporation as the owner of such reversionary rights shall have the right of immediate re-entry into and upon said lot or parcel, and Palos Verdes Corporation hereby reserves such reversionary rights; provided, however, that no right of reversion and no reversion shall in any manner whatsoever affect or impair any bona fide mortgage or trust deed (or the lien or title thereof) which may have been or which may be, given in good faith and for value; provided, further, however, that any subsequent owner of any such lot or parcel or any portion of said property shall be bound by said restrictions, covenants and conditions whether obtained by foreclosure or trust deed sale, or otherwise.

ARTICLE IV

Duration and Modification

Section 1. Duration of Restrictions. All of the restrictions, covenants, conditions and reservations set forth in this declaration shall continue in full force and effect at all times against said property covered by this declaration, and each part thereof, and the owners thereof until January 1, 1975, unless sooner terminated, amended, changed or modified as provided for in Section 2 of this Article IV. All of said restrictions, covenants, conditions and reservations in this declaration contained which are subject to expiration shall, as the same are in force immediately prior to such expiration, be continued automatically without further notice from that time for a period of ten (10)

as

years and thereafter for successive periods of ten (10) years each without limitation, unless within the six months prior to January 1, 1975, or within the six months prior to the expiration of any successive ten (10) year period thereafter, a written agreement executed by the then owners (including mortgagees under recorded mortgages and trustees under recorded deeds of trust) of more than one-half of the then area of all of the real property then covered by this declaration, exclusive of streets, parks and publicly owned property, be recorded, by the terms of which agreement any of said restrictions, covenants, conditions and reservations are changed, modified or extinguished in whole or in part as to all or any part of the property subject thereto, in the manner and to the extent therein provided. In the event any such written agreement of extinguishment, change or modification be duly executed and recorded as provided herein, the restrictions, covenants, conditions and reservations as therein modified shall continue in force for successive periods of ten (10) years until further changed, modified or extinguished in the manner above provided.

Section 2. Modification of Restrictions. (a) Termination, amendment, change or modification of all or any of the restrictions, covenants, conditions and reservations set forth in this declaration as to all or any part of the property covered by this declaration may be made and effected from time to time in the following manner:

(1) As to any property covered by this declaration then owned by Palos Verdes Corporation or any portion of such property then owned by Palos Verdes Corporation, the said restrictions, covenants, conditions and reservations, or any of them, contained in this declaration,

the contrary.

may be terminated, amended, changed or modified by written instrument duly executed by Palos Verdes Corporation and recorded in the office of the County Recorder of Los Angeles County, which written instrument shall designate the restrictions, covenants, conditions and/or reservations to be so terminated and/or the amendments, changes and/or modifications to the same and the property which is affected by any such termination, amendment, change and/or modification.

(2) As to all or any part of any property not then owned by Palos Verdes Corporation and then covered by this declaration, the said restrictions, covenants, conditions and reservations, or any of them, contained in this declaration may be terminated, amended, changed or modified by written agreement duly executed between Palos Verdes Corporation and the owners of record (including mortgagees under recorded mortgages and trustees under recorded trust deeds) of two-thirds in area of the property in connection with which the restrictions, covenants, conditions and reservations are to be so amended, changed, modified or terminated, which written agreement shall be duly recorded in the office of the County Recorder of Los Angeles County.

(b) Nothing in this declaration contained shall prevent additional restrictions, covenants, conditions and/or reservations being placed upon the property covered hereby, or any part thereof, by the owner or owners, at that time, of the property to be made subject thereto.

ARTICLE V

Miscellaneous

with
as

Section 1. Acceptance of Provisions by Grantees.

Each grantee, owner and lessee hereafter of any lot or parcel embraced within said property or of any portion of said property, or holder hereafter of contract of sale or lease cover ing any such lot or parcel or portion of said property accepts the same subject to all of the restrictions, covenants, conditions and reservations provided for in this declaration.

Section 2. Construction and Validity of Restrictions.

All of said restrictions, covenants, conditions and reservations contained in this declaration shallbe construed together; but if it shall at any time be held that any one or more of such restrictions, covenants, conditions or reservations or any part thereof is or are invalid or if for any reason any of the same are unenforceable, no other restriction, covenant, condition or reservation shall be thereby affected or impaired.

Section 3. Miscellaneous.

(a) All titles used in this declaration are intended solely for convenience of reference and the same shall not nor shall any of them affect the terms and provisions of this declaration or the meaning thereof.

(b) "Record", "recording" or "recorded" as used in this declaration shall be deemed to mean, respectively, record, recording or of record in the office of the County Recorder of Los Angeles County, California.

(c) "Owner", "record owner" and "owner of record title" shall be deemed to mean the owner of legal title as shown by the records of the County Recorder of the County of Los Angeles, California.

(d) The singular shall include the plural and the plural the singular unless the context requires to the contrary.

Section 4. Successors in Interest.

Reference to Palos Verdes Corporation shall also include its successors and the rights, powers and authority of Palos Verdes Corporation hereunder shall accrue to and be for the benefit of any such successor as well as Palos Verdes Corporation.

IN WITNESS WHEREOF Palos Verdes Corporation has caused its signature and seal to be hereunto affixed by its duly authorized officers the day and year first above written.

PALOS VERDES CORPORATION

By _____
President

By _____
Assistant Secretary

MODIFICATION OF PROTECTIVE RESTRICTIONS

WEST PORTUGUESE BEND

DECLARATION NO. ONE OF PROTECTIVE RESTRICTIONS

THIS MODIFICATION OF PROTECTIVE RESTRICTIONS made and entered into this 23rd day of May, 1949, by and between WEST PORTUGUESE BEND COMMUNITY ASSOCIATION, a non-profit corporation, hereinafter sometimes referred to as the "Association", and PALOS VERDES CORPORATION, a Delaware corporation, hereinafter sometimes referred to as the "Corporation"

R E C I T A L S

1. Under date of April 29, 1949, the Association and Palos Verdes Corporation executed West Portuguese Bend Declaration No. One of Protective Restrictions, hereinafter sometimes referred to as the "declaration", which declaration was recorded on May 2, 1949, in Book 29980, page 159, of Official Records of Los Angeles County, California, and which declaration covers that certain real property situate in the County of Los Angeles, State of California, and more particularly described as follows:

> Tract No. 14649 as per map recorded in Book 345, pages 23 to 26, inclusive, of Maps, in the office of the County Recorder of Los Angeles County, California,

which property is hereinafter sometimes referred to as "said property".

2. ARTICLE VII of said declaration in sub-section (a) of Section 2 thereof, contains the following provisions pertaining to the amendment, change, modification or termination of the restrictions, conditions, covenants and reservations set forth in said declaration and pertaining to said property:

> (a) Method of Modification. Amendment, change, modification or termination of all or any part of the restrictions, conditions, covenants, reservations, liens or charges set forth in this declaration or any deed, contract of sale or lease hereafter recorded, unless otherwise provided therein, may be made and effected from time to time by written instrument

duly executed and recorded:

(1) As to any property covered by this declaration then owned by Palos Verdes Corporation, or any portion thereof, by the Association and Parlos Verdes Corporation; and

(2) As to all or any part of any other property then covered by this declaration, by the Association, Palos Verdes Corporation, and the owners of record of two-thirds in area of all lands covered by the restrictions, conditions, covenants, reservations, liens or charges which are to be so amended, changed, modified or terminated.

Provided, however, that in neither case shall any such amendment, change, modification or termination as to any property 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 boundary of the property concerning which such amendment, change, modification or termination is sought to be made; and provided, further, that this shall not be construed as requiring the consent of any owner or owners of any property not under the jurisdiction of the Association."

3. Said Tract No. 14649 is the only property at this time under the jurisdiction of the Association, and Palos Verdes Corporation is the owner of all of the real property embraced within said tract and of each building site, lot or parcel contained therein.

4. It is the desire of the Association and the Corporation to amend, change and modify, as hereinafter set out, the provisions contained in sub-section (c) of Section 1 of ARTICLE III of said declaration which now read as follows:

"(c) Mimimum Ground Area Requirements. No main dwelling, exclusive of accessory buildings, and exclusive of any porch, patio, covered but unenclosed area and any accessory building which is or are attached to a part of said dwelling, shall be constructed, altered, placed or maintained upon any building site, lot or parcel embracing any portion of said property covered by this declaration: (1) in event such dwelling is of one story, if such dwelling covers less than one thousand two hundred and fifty square feet of ground floor area, and (2) in event such dwelling is of one and one-half or more stories, if such dwelling includes less than one thousand square feet of ground floor area and a total floor area of less than one thousand five hundred square feet; provided that, each respective square foot minimum provided for herein for a dwelling may be reduced for any such dwelling by ten per cent (10%) of such minimum by written authority given by the Architectural Committee."

NOW, THEREFORE, in consideration of the premises and pursuant to the provisions of said declaration, the above set forth restrictions, conditions, covenants and reservations of said declaration shall be, and the same hereby are amended, changed and modified as follows:

FIRST: Subsection (c) of Section 1 of ARTICLE III of said declaration shall be and hereby is amended, changed and modified to read as follows:

"(c) Minimum Ground Area Requirements. No main dwelling, exclusive of accessory buildings, and exclusive of any porch, patio, covered but unenclosed area and any accessory building which is or are attached to a part of said dwelling, shall be constructed, altered, placed or maintained upon any building site, lot or parcel embracing any portion of said property covered by this declaration: (1) in event such dwelling is of one story, if such dwelling covers less than one thousand two hundred and fifty square feet of ground floor area, and (2) in event such dwelling is of one and one-half or more stories, if such dwelling includes less than one thousand square feet of ground floor area and a total floor area of less than one thousand five hundred square feet; provided that the said square foot minimum provided for dwellings of one story under subparagraph (1) of this subsection (c) may be reduced for any such dwelling by a number of square feet up to and including twenty per cent (20%) of such minimum square footage for one story dwellings by written authority given by the Architectural Committee, excepting that as to Lots 1 to 15, both inclusive, embraced within said property, no reduction whatsoever of the square foot minimum provided for herein shall be permitted under any circumstances."

SECOND: Said declaration shall not nor shall any part thereof nor any provision therein be amended, changed, modified or terminated in any respect whatsoever by this Modification of Protective Restrictions, excepting as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused

their signatures and seals to be hereunto affixed on the day and year first above written.

WEST PORTUGUESE BEND
COMMUNITY ASSOCIATION
a nonprofit corporation

By _____
President

By _____
Assistant Secretary

PALOS VERDES CORPORATION
a Delaware corporation

By _____
President

By _____
Assistant Secretary

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On this 23rd day of May, 1949, before me, the undersigned Notary Public in and for said County and State, personally appeared Kelvin C. Vanderlip, known to me to be the President, and John H. Robertson, known to me to be the Assistant Secretary of Palos Verdes Corporation, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

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

Esther M. Crotty
Notary Public in and for said
County and State

(Seal)

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On this 23rd day of May, 1949, before me, the undersigned Notary Public in and for said County and State, personally appeared Kelvin C. Vanderlip, known to me to be the President, and John H. Robertson, known to me to be the Assistant Secretary of West Portuguese Bend Community Association, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

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

Esther M. Crotty
Notary Public in and for said
County and State

(Seal)

BOOK 30174 PAGE 64

2352

ACCOMMODATION RECORDING

#3030000-376

When recorded please mail to:

RECORDED AT THE REQUEST OF
Palos Verdes Corporation

R #2, Box 33

Rolling Hills, California

2352

DOCUMENT No.
RECORDED AT REQUEST OF
Palos Verdes Corp.
MAY 25 1949
15 MIN. PAST 8 P.M.
BOOK 30174 PAGE 59
IN OFFICIAL RECORDS
County of Los Angeles, California
Fee $ 2.80 Folios
MAME B. BEATTY, County Recorder
By A Hansen Deputy

Recorded and compared: MAME B. BEATTY, County Recorder, By A. Rand Deputy

64

GRANT DEED

VERA B. HARRISON, a married woman

in consideration of $10.00 DOLLARS,

to her in hand paid, receipt of which is hereby acknowledged, do es hereby

Grant to

MERTON E. HARRISON and VERA B. HARRISON, husband and wife

the real property in the

County of Los Angeles, State of California, described as

Part of Block 231 of the Maclay Rancho, as per map recorded in Book 37, Pages 5 to 16, of the Miscellaneous records in the Office of the County Recorder of said County, further described as follows:

3.12 acres commencing on the Southwest line of Bradley Avenue, 691.5 feet from the Northwest line of Vaughn Street, thence South 48° 37' West 549.69', thence North 41° 23' West 239.01', thence North 51° 49' 30" East 150.45' thence North 41° 21' 30" East 401.19', thence Southeast 281.03' to the point of beginning.

Witness my hand this 24th day of May, 19 49

Vera B. Harrison

NATIONAL TITLE INSURANCE COMPANY, 126 W. Third St., Los Angeles 13, Calif.