

WEST PORTUGUESE BENDDECLARATION NO. ONE-A OF PROTECTIVE RESTRICTIONS

DECLARATION made this 30th day of October, 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 cer-
tain property situate in the County of Los Angeles, State of
California, which is more particularly hereinafter described; and

WHEREAS, the said property is a portion of the herein-
after described Tract No. 14649, which tract, including the prop-
erty to be covered hereby, is subject to Declaration No. One of
Protective Restrictions dated April 29, 1949 and recorded in
Book 29980 at Page 159 of Official Records of Los Angeles County,
California, as modified by Modification of Protective Restric-
tions recorded in Book 30174 at Page 59 of said Official Records;
and

WHEREAS, it is desired to place this Declaration No.
One-A of Protective Restrictions on said hereinafter described
property, in addition to said Declaration No. One of Protective
Restrictions, as modified; and

WHEREAS, Palos Verdes Corporation is about to sell or
convey the said hereinafter described real property by lots or
parcels subject to the protective restrictions, conditions and
reservations between it and the acquirers or users of said prop-
erty as hereinafter set forth, as well as subject to those con-
tained in said Declaration No. One of Protective Restrictions,
as modified:

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, improvement and development of the hereinafter described real property, and does hereby fix the restrictions, conditions, covenants and reservations upon and subject to which, in addition to those contained in Declaration No. One of Protective Restrictions as modified, all portions of said hereinafter described 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 and every owner thereof or any portion 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 successive 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:

Lots 1 to 5, both inclusive, of Tract No. 11,649 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 real property is sometimes hereinafter referred to as "said property".

ARTICLE II

Special Building Requirements

Section 1. Set-back Lines

(a) No building, tent, awning, obstruction or structure of any type shall be constructed, erected or maintained on any building site, lot or parcel embraced within the property covered by this declaration within a distance of twenty (20) feet from the southeasterly boundary line of the sixty (60) foot easement for Sea Cove Drive, as the same is shown on the said recorded tract map of said Tract No. 14649, provided that fences of not in excess of six (6) feet in height may be erected and maintained within said twenty (20) foot set-back strip if approved in writing by the Architectural Committee provided for in said Declaration No. One of Protective Restrictions, as modified.

(b) No building, tent, awning, obstruction or structure of any type shall be constructed, erected or maintained upon any building site, lot or parcel embraced within said property covered hereby, unless the same, and each portion thereof, is in excess of forty (40) feet north (measured along the side lines of the particular building site, lot or parcel involved) from the top edge of the bluff or cliff running across said property in an easterly and westerly direction, provided that fences, swimming and other pools, windbrakes, patios and structures with no portion thereof or any appurtenance in connection therewith extending more than four (4) feet in height and excavations may be constructed and maintained within said forty (40) foot set-back strip if approved in writing by said Architectural Committee. Also, no building, tent, awning, obstruction or structure shall be constructed, erected or maintained upon any portion of said property at or upon the top edge of said bluff or cliff or on the oceanward side thereof which extends more than four (4) feet above the top edge of said bluff or cliff.

(c) No landscaping, tree, bush or shrub over four (4) feet in height or which is of the type which may grow to more than four (4) feet in height shall be planted, maintained or grown upon any building site, lot or parcel and within said forty (40) foot set-back strip (within forty (40) feet in said northerly direction from the top edge of said bluff or cliff) without the written approval of said Architectural Committee.

(d) In event of any question or dispute as to the location of the top edge of said bluff or cliff upon any such building site, lot or parcel or of the boundaries of said forty (40) foot set-back strip, the decision of the said Architectural Committee as to such location shall be final, and all such decisions may be evidenced conclusively by the issuance of the certificate provided for hereafter in Article II hereof to the same effect as if the certificate evidenced an approval or disapproval by said Committee.

Section 2. Fences

No fence shall be erected, constructed or maintained upon any building site, lot or parcel embraced within said property which is not approved in writing by said Architectural Committee, subject however to the other restrictions provided for in this declaration.

Section 3. Stables

No stable or barn for the housing or keeping of horses or other animals shall be erected, constructed or maintained upon any building site, lot or parcel embraced within the property covered by this declaration.

ARTICLE IIIDefinitionsSection 1. Incorporation by Reference

Article II of said Declaration No. One of Protective Restrictions, as such declaration is modified, is hereby incorporated herein by reference to the same extent as if set forth herein in full, and the words and terms thereof shall be for such purpose, and such purpose only, refer to this declaration, the property covered hereby and the provisions of this declaration.

ARTICLE IVArchitectural CommitteeSection 1. Incorporation by Reference

The Architectural Committee provided for in Article IV of said Declaration No. One of Protective Restrictions, as such declaration is modified, as such Committee may be constituted from time to time, shall and hereby is declared to be the Architectural Committee referred to in this Declaration No. One-A of Protective Restrictions and for the purpose of granting said Architectural Committee powers and authority hereunder said Article IV, including Section 1 to Section 5 thereof, both inclusive, is hereby incorporated herein by reference and made a part hereof and the same shall apply to the Architectural Committee referred to in this declaration to the same extent as if set forth herein in full.

ARTICLE VEnforcement and reversion of TitleSection 1. Enforcement

The Association shall have the right and power to enforce all restrictions, conditions, covenants and reservations imposed by the provisions of this or any subsequent declaration and/or by any conveyance, lease or contract of sale which may now or hereafter be created or exist upon said property covered by this declaration or to which any portion thereof may at any time be subject, provided that such right and/or power of the Association shall not be exclusive unless expressly so provided, and when not exclusive may be exercised severally or jointly with Palos Verdes Corporation and/or any owner or owners of any portion of said property in event such power and authority have also been vested in Palos Verdes Corporation and/or such owner or owners; provided, further, that Palos Verdes Corporation shall have the sole right to enforce the rights reserved to it in Section 3 of this Article V.

Section 2. Nuisances and Violation of Provisions

Every act or omission whereby any restriction, condition or covenant in this declaration set forth or to which the said property or any portion is subject is violated in whole or in part is declared to be and shall constitute a nuisance and may be enjoined or abated by the Association and/or Palos Verdes Corporation and/or the owner of any building site, lot or parcel included in said property. Each remedy provided for in this declaration shall be cumulative and not exclusive.

Section 3. Reversion of Title

A breach of any of the restrictions, covenants and/or conditions established against or upon said property or any part thereof by this declaration and/or any modification and/or amendment thereof and/or by any deed by Palos Verdes Corporation shall cause the building site, 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 to immediate re-entry into and upon said building site, 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 building site, lot or parcel shall be bound by the said restrictions, covenants, and conditions whether obtained by foreclosure or trust deed sale, or otherwise.

ARTICLE VI

Duration and Modification

Section 1. Duration of Restrictions

All of the restrictions, conditions, covenants and reservations set forth in this declaration shall continue and remain in full force and effect at all times against said property covered by this declaration, and each part thereof, and the owners thereof, subject to the right to amend, change, modify and terminate provided for in Section 2 of this Article VI, until January 1, 1974. All of the said restrictions, conditions, covenants 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 years and thereafter for successive periods of ten years each without limitation, unless within the six months prior to January 1, 1974, or within the six months prior to the expiration of any successive

ten year period thereafter, a written agreement executed by the then record owners (including mortgagees under recorded mortgages and trustees under recorded trust deeds) of more than one-half of the area of all lands covered by this declaration, exclusive of streets, parks, and property owned by the Association, be recorded, by the terms of which agreement any of said restrictions, conditions, covenants 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, conditions, covenants and reservations as therein modified shall continue in force for successive periods of ten years unless and until further changed, modified or extinguished in the manner above provided.

Section 2. Modification of Restrictions

(a) Method of Modification Amendment, change, modification or termination of all or any of the restrictions, conditions, covenants or reservations set forth in this declaration 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 Palos 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 this declaration.

(b) Consent of Mortgagees, Trustees, Beneficiaries and Lessees. "Owner", "record owner" and "owner of record title", and the plural of each of said terms, as used in this Section 2,

shall include not only the persons designated in paragraph 8 of Article III hereof (as the same reads under the incorporation reference referred to in Article III hereof), but also each mortgagee, trustee under a trust deed, lessee and seller under a contract of sale, appearing of record, shall be deemed to be an owner of the land covered by his mortgage, trust deed, lease or contract of sale with rights under this Section 2 equal to those of owners under said paragraph 8 of Article III.

ARTICLE VII

Miscellaneous

Section 1. Acceptance of Provisions by Grantees

Each grantee, owner and lessee hereafter of any building site, lot or parcel included in said property or holder hereafter of a contract of sale or lease covering any such building site, lot or parcel, accepts the same subject to all of the restrictions, conditions, covenants and reservations, and the jurisdiction, rights and powers of the Association, the Architectural Committee and Palos Verdes Corporation provided for in this declaration.

Section 2. Conclusiveness of Records

For the purpose of making a title search upon or guaranteeing or insuring title to any building site, lot or parcel or interest therein or lien thereon embraced within the property covered by this declaration and for the purpose of protecting purchasers and/or encumbrancers for value and in good faith:

(a) as to any act or non-act by the Association and/or its board of directors and/or of the Association's department, committees or agents (excepting the Architectural Committee) and/or as to the performance or non-performance of any act by any owner of any building site, lot or parcel or of any interest therein or lien thereon embraced within said property, a certificate as to

any matters contained in the records of the Association certified by the Secretary of the Association shall be conclusive proof as to all such matters shown thereby; and (b) as to any act or non-act by Palos Verdes Corporation, a certificate as to any matters contained in the records of such corporation certified by an officer thereof shall be conclusive proof as to all matters shown thereby. The provisions of this Section 2 shall not apply to the acts or non-acts of the Architectural Committee but the acts or non-acts of said Committee shall be evidenced as provided in Section 5 of Article IV hereof (as the same reads under the incorporation by reference referred to in said Article IV).

Section 3. Interpretation of Restrictions

(a) In interpreting and applying the provisions of this declaration they shall be held to be 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 the intent of this declaration to interfere with any provisions of any 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 the intent of 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 and/or occupancy of building sites, lots or parcels, or upon the construction of buildings or structures, or in connection with any other matters than are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits or by such easements, covenants and agreements, then in that case the provisions of this declaration shall control.

(b) In case of uncertainty or ambiguity or conflict of opinion as to the meaning of the provisions of this declaration or any of them, or as to the meaning of any restriction, covenant or condition applying to said property, or any part thereof, the Association shall in all cases interpret the same, and such interpretation shall be final and conclusive excepting as to the rights of Palos Verdes Corporation hereunder.

Section 4. Construction and Validity of Restrictions

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

Section 5. Waiver

The failure by the Association and/or Palos Verdes Corporation and/or any owner of any building site, lot or parcel included in said property or any other person, to enforce any of the restrictions, conditions, covenants or reservations to which

said property or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant or reservation.

Section 6. Titles

All titles used in this declaration, including those of articles, sections and subsections, are intended solely for convenience of reference, and the same shall not, nor shall any of them, affect the terms or provisions of this declaration nor the meaning thereof.

Section 7. Successors in Interest

Reference to the Association shall include the successors thereof and reference to Palos Verdes Corporation shall also include its successors, and the respective rights, powers and authority of the Association and Palos Verdes Corporation hereunder shall accrue to and be for the benefit of their respective successors.

ARTICLE VIII

DECLARATION NO. ONE-A OF PROTECTIVE RESTRICTIONS

THIS DECLARATION NO. ONE-A OF PROTECTIVE RESTRICTIONS is placed upon said property for the purpose of placing restrictions, conditions, covenants and reservations upon the property covered hereby in addition to those placed upon said property by said Declaration No. One of Protective Restrictions, as modified, and the provisions of this Declaration No. One-A of Protective Restrictions shall in no way change any of the provisions of said Declaration No. One of Protective Restrictions or said modification thereof, provided that the property covered by this declaration shall be affected to the extent that this declaration places additional restrictions, conditions, covenants and reservations upon said property.

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.



(Seal)

PALOS VERDES CORPORATION

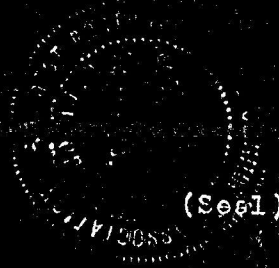
By Frank A. Vancutler, Jr.
President

ATTEST:

John H. Robertson
Assistant Secretary

ACCEPTANCE

WEST PORTUGUESE BEND COMMUNITY ASSOCIATION, a non-profit corporation organized under the laws of the State of California, does hereby accept and consent to all of the terms, provisions and conditions, including all protective restrictions, conditions, covenants and reservations of the foregoing declaration and by this acceptance and consent agrees to act in the capacity and with the powers and authority given it under said declaration. This acceptance and consent is hereby executed contemporaneously with the execution of said declaration and the undersigned hereby causes its signature and seal to be hereunto affixed by its authorized officers the day and year of the date of said declaration.



(Seal)

WEST PORTUGUESE BEND COMMUNITY ASSOCIATION

By William C. Vancutler, Jr.
President

ATTEST:

W. W. [Signature]
Secretary

On this 13th day of November, 1950, before me, the undersigned Notary Public in and for said County and State, personally appeared Frank A. Vanderlip, Jr., 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.



G.M. Husted

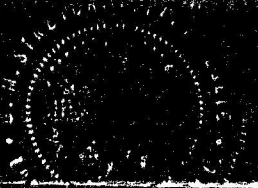
Notary Public in and for said County and State

My Commission Expires April 16, 1951

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

On this 13th day of November, 1950, 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 M. L. Houseman, known to me to be the 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.



G.M. Husted

Notary Public in and for said County and State

My Commission Expires April 16, 1951

recorded please
in this instrument
AT THE REQUEST
of Palos Verdes Corporation
P.O. Box 33
Long Beach, Calif.

MODATION RECORDING
#6000-574

3718

DOCUMENT No. 3718
RECORDED AT REQUEST OF
Palos Verdes Corp.

NOV 15 1950

44 MIN. PAST 2 P.M.

BOOK 34817 PAGE 254

OFFICIAL RECORDS
County of Los Angeles, California

Fee \$ 2.10
MAME B. BEATTY, County Recorder

J. Klothes Deputy

recorded and compared: MAME B. BEATTY, County Recorder, By R. SURBER Deputy

510
306

This Declaration of Easements made this 5th day of May, 1949, by PALOS VERDES CORPORATION, a Delaware corporation,

W I T N E S S E T H :

WHEREAS, Palos Verdes Corporation is the owner of 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,

and

WHEREAS, Palos Verdes Corporation, on or about the 29th day of April, 1949, executed Declaration No. One of Protective Restrictions covering said tract, which declaration was filed for record May 2, 1949, as Instrument No. 2368 in the office of the County Recorder of Los Angeles County, California; and

WHEREAS, Article X of said declaration of restrictions contains the following provisions:

"ARTICLE X.

Easements and Rights of Way

Section 1. Descriptions.

Palos Verdes Corporation hereby specifically reserves easements and rights of way on, over, under, across and along the parcels or strips of land to be described in a Declaration of Easements signed by Palos Verdes Corporation which shall be recorded subsequent to the recording of this declaration, and the use of such easements and rights of way as easements and rights of way shall not be restricted by the following portions of Article III hereof: Subsections (a) to (d), inclusive, of Section 1, subparagraphs (1) and (3) of subsection (a) of Section 2, and subsections (b) and (e) of Section 2; and each

of said easements and rights of way may be used for the purposes for which they are reserved.

Section 2. Uses and Purposes of Easements and Rights of Way.

The easements and rights of way referred to in Section 1 of this Article X, unless expressly provided to the contrary in said Declaration of Easements, are reserved for the purpose of constructing, erecting, operating and maintaining thereon:

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

Section 3. Jurisdiction and Control of Easements.

(a) Notwithstanding anything in this Article 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 and control, shall have the right from time to time to release, convey and quitclaim to the owner of the building site, lot or parcel on which any easement and/or right of way is a servitude, all or so much of said easement or right of way hereby or in any other manner reserved as in the judgment of Palos Verdes Corporation, and the board of directors of the Association in respect to easements subject to its jurisdiction and control, is no longer needed for the

uses and purposes set forth in Section 1 and/or Section 2 of this Article X; and Palos Verdes Corporation may also in any deed or conveyance reserve further easements and rights of way for such uses and purposes as may be designated and set forth therein.

(b) The jurisdiction and control of the Association as to easements and rights of way established by Palos Verdes Corporation shall extend only to such easements and rights of way 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 and control of the Association, shall at all times be open to Palos Verdes Corporation and its assigns and licensees, and easements and rights of way over which the Association has jurisdiction and control shall at all times be open to it, and Palos Verdes Corporation in respect to all of said easements and rights of way, and the Association with respect to easements and rights of way subject to its jurisdiction and control, shall have the right of ingress and egress thereto and therefrom and the right and privilege of doing whatever may be necessary in, under and upon said location 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 or from time to time to convey to others or to convey or dedicate to the public all or any part of the easements and/or rights of way provided for in this Article or in said Declaration of Easements or otherwise established by Palos Verdes Corporation, and also to extinguish (with the written approval of the Association as to easements and rights of way subject to its jurisdiction and control) such easements and rights of way."

and

WHEREAS, the map of said Tract No. 14649 contains the description of certain public easements and rights of way and of certain private easements and rights of way; and

WHEREAS, Palos Verdes Corporation is about to convey said above described property in building sites, lots or parcels subject to said Declaration No. One of Protective Restrictions and to this Declaration of Easements; and

WHEREAS, it is the desire of Palos Verdes Corporation to expressly reserve in this Declaration of Easements the following described easements and rights of way:

NOW, THEREFORE, Palos Verdes Corporation hereby makes this Declaration of Easements pursuant to said Article X of said Declaration No. One of Protective Restrictions and hereby declares that each conveyance hereafter made by it of a building site, lot or parcel of land embraced within said Tract No. 14649 shall be subject to the following easements, reservations and provisions, and, further, Palos Verdes Corporation does hereby make the reservation of easements and rights of way hereinafter set out from and in each and every conveyance hereafter made by it of any such building site, lot or parcel embraced within said tract:

FIRST: Public Utility Easements

Easements and rights of way are hereby reserved for the purpose of and for the constructing, erecting and maintaining of private, public or quasi-public utility services or functions, poles, wires, conduits for the transmission of electricity for light, heat, power, telephone and other purposes and for the necessary or proper attachments in connection therewith on, over, under, across and along each of those certain parcels situate in the County of Los Angeles, State of California, and more particularly described as follows:

(1) A strip of land 10 feet in width, 5 feet on each side of the following described center line: Beginning at the most Southerly corner of Lot 78 of said Tract No. 14649; thence North 22° 55' 32" West 123.29 feet to the most Westerly corner of said Lot 78; thence

North $42^{\circ} 44' 38''$ East 65.85 feet to the most Northerly corner of said Lot 78. A strip of land, 5 feet in width, lying 5 feet southeasterly of the following described line: Beginning at the said most Northerly corner of Lot 78, thence North $65^{\circ} 15' 35''$ East 159.88 feet to the most Northerly corner of Lot 81 of said tract. Also, a strip of land 2 feet in width, the Northwesterly line being described as follows: Beginning at the said most Westerly corner of Lot 78, thence South $37^{\circ} 04' 48''$ West along the Northwesterly line of Lot 77 of said tract a distance of 20 feet.

(2) A strip of land, 10 feet in width, 5 feet on each side of the following described center line: Beginning at the most Southerly corner of Lot 69 of said Tract No. 14649, thence North $17^{\circ} 06' 50''$ West 91.70 feet to the most Westerly corner of said Lot 69; thence North $4^{\circ} 13' 35''$ West 327.35 feet to the Northwesterly corner of Lot 73 of said tract. A strip of land, 5 feet in width, lying 5 feet Westerly of the following described line: Beginning at the said Northwesterly corner of Lot 73, thence North $4^{\circ} 13' 35''$ West 24.83 feet to the Northeasterly corner of Lot 62 of said tract; thence North $13^{\circ} 06' 10''$ West 165.00 feet to the Northeasterly corner of Lot 59 of said tract. Also, strips of land 2 feet in width, the Northerly lines of which are described as follows: Beginning at the Northeasterly corner of Lot 67 of said tract, thence South $88^{\circ} 30' 00''$ West along the Northerly line of said lot a distance of 20.00 feet; Beginning at the Northeasterly corner of Lot 66 of said tract, thence South $88^{\circ} 30' 00''$ West along the Northerly line of said lot, a distance of 20.00 feet; Beginning at the Northwesterly corner of Lot 73 of said tract, thence South $81^{\circ} 50' 15''$ East along the Northerly line of said lot, a distance of 20.00 feet.

(3) A strip of land 10 feet in width, the Westerly line of said 10 foot strip lying 1 foot easterly of the following described line: Beginning at the most Southerly corner of Lot 47 of said Tract No. 14649, thence North $1^{\circ} 30' 00''$ West 527.34 feet to the Northwesterly corner of Lot 52 of said tract, thence North $6^{\circ} 50' 50''$ West 192.15 feet to the Northwesterly corner of Lot 55 of said tract; thence North $19^{\circ} 42' 55''$ West 129.14 feet to the most Westerly corner of Lot 57 of said tract; thence North $9^{\circ} 09' 28''$ West 104.06 feet to the most Westerly corner of Lot 58 of said tract. Also, strips of land, 2 feet in width, the Northerly lines of which are described as follows: Beginning at a point in the Northerly line of Lot 51 of said tract, distant thereon North $88^{\circ} 30' 00''$ East 11.00 feet from the Northwest corner of said Lot 51; thence North $88^{\circ} 30' 00''$ East 15.00 feet: Beginning at a point in the Northerly line of Lot 52 of said tract, distant thereon North $88^{\circ} 30' 00''$ East 11.00 feet from the Northwest corner of said Lot 52; thence North $88^{\circ} 30' 00''$ East 15.00 feet: Beginning at a point in the Northerly line of Lot 53 of said tract, distant thereon North $88^{\circ} 30' 00''$ East 11.00 feet from the Northwest corner of said Lot 53; thence North $88^{\circ} 30' 00''$ East 15.00 feet: Beginning at a point in the Northerly line of Lot 55 of said tract, distant thereon North $75^{\circ} 05' 40''$ East 11.00 feet from the Northwest corner of said Lot 55; thence North $75^{\circ} 05' 40''$ East 15.00 feet: Beginning at a point in the Northerly line of Lot 57 of

said tract, distant thereon North $74^{\circ} 56' 00''$ East 1.00 foot from the Northwest corner of said lot; thence South $74^{\circ} 56' 00''$ West 1.00 foot to said Northwest corner, thence South $70^{\circ} 00' 00''$ West 15.00 feet.

(4) A strip of land, 5 feet in width, lying 5 feet easterly of the following described line: Beginning at the most Southerly corner of Lot 16 of said Tract No. 14649, thence along the Westerly boundary of said tract, the following courses and distances: North $13^{\circ} 30' 50''$ West 131.87 feet; thence North $9^{\circ} 25' 55''$ West 134.78 feet; thence North $4^{\circ} 54' 25''$ West 168.30 feet; thence North $0^{\circ} 37' 15''$ East 270.18 feet; thence North $11^{\circ} 03' 52''$ West 375.66 feet; thence North $3^{\circ} 09' 58''$ West 115.00 feet to the Northwest corner of Lot 31 of said tract. Also, strips of land, 2 feet in width, the Northerly lines of which are described as follows: Beginning at the Northwest corner of Lot 23 of said tract, thence North $88^{\circ} 30' 00''$ East 20.00 feet: Beginning at the Northwest corner of Lot 24 of said tract, thence North $88^{\circ} 30' 00''$ East 20.00 feet: Beginning at the Northwest corner of Lot 25 of said tract, thence North $85^{\circ} 36' 34''$ East 20.00 feet.

The side lines of said strips of land shall be extended or foreshortened to intersect and form continuous strips of the indicated respective widths, terminating in the appropriate abutting street and lot lines of record.

SECOND: Bridle Trail and Walkway

Easements and rights of way are also hereby reserved for the purpose of bridle trails, paths, walks and parkways on, over, across and along each of those certain parcels situate in the County of Los Angeles, State of California, and more particularly described as follows:

The following described parcels of land situate in said above Tract 14649:

A strip of land, 5 feet in width, lying 5 feet westerly and northwesterly of the following described line: Beginning at the most Northerly corner of Lot 1 of said Tract No. 14649, thence southerly along the Easterly lines of said tract, the following courses and distances: South $16^{\circ} 44' 15''$ East 309.56 feet; thence South $33^{\circ} 14' 10''$ West 110.00 feet; thence South $11^{\circ} 45' 50''$ East 90.00 feet, the Westerly lines of said strip shall be extended or foreshortened to intersect and form a continuous strip from the Southerly line of Sea Cove Drive to the Southerly line of said tract.

THIRD: Drainage Easements

Easements and rights of way are also hereby reserved for the purpose of and for the constructing, erecting, operating and maintaining of water drains, drainage pipes and drainage

conduits on, over, under, across and along each of those certain parcels situate in the County of Los Angeles, State of California, and more particularly described as follows:

The following described parcels of land in said Tract No. 14649:

A strip of land 15 feet in width, lying 7.5 feet on each side of the following described center line: Beginning at the most Southerly corner of Lot 11 of said Tract No. 14649, thence North 40° 30' 00" West 373.16 feet to the most Westerly corner of said Lot 11; Beginning at the most Southerly corner of Lot 47 of said tract, thence North 1° 30' 00" West 527.34 feet to the Northwesterly corner of Lot 52 of said tract; thence North 6° 50' 50" West 192.15 feet to the Northwesterly corner of Lot 55 of said tract; thence North 19° 42' 55" West 129.14 feet to the most Westerly corner of Lot 57 of said tract; thence North 9° 09' 28" West 104.06 feet to the Southerly line of Palos Verdes Drive South. The side lines of said strip shall be extended or foreshortened to intersect and form a continuous strip, first, from the Southeasterly line of said tract to the Southeasterly line of Sea Cove Drive, and second, from the Northwesterly line of Sea Cove Drive to the Southerly line of Palos Verdes Drive South.

FOURTH: General Easements

Easements and rights of way are hereby reserved for all purposes specified in said Section 2 of Article X of said Declaration No. One of Protective Restrictions on, over, under, across and along each parcel described or indicated on said map of said Tract No. 14649 as a right of way or easement for a road, street or drive, whether public or private.

FIFTH: Right of Release

The release by Palos Verdes Corporation of any easement reserved hereunder which has been then granted or assigned or the use of which has been then granted or assigned by Palos Verdes Corporation to any person or persons or corporation or corporations under the rights under said declaration of restrictions which are given it to convey or assign such easement, shall not affect the rights of the grantee or assignee or grantees or assignees of such easement, and each of said easements above described shall at all times be open for use for its stated purpose

by Palos Verdes Corporation as well as its grantees, assignees and licensees (including owners of building sites, lots or parcels to which such easement is appurtenant) together with the right of ingress and egress to and from the same, excepting that upon release by Palos Verdes Corporation of any such easement its rights as to said easement shall be extinguished.

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.



(SEAL)

PALOS VERDES CORPORATION

By William C. Vandenberg
President

ATTEST:

John H. Robertson
Assistant Secretary

APPROVAL

West Portuguese Bend Community Association, a non-profit corporation organized under the laws of the State of California, does hereby approve the foregoing Declaration of Easements.

Dated: May 5, 1949.



(SEAL)

WEST PORTUGUESE BEND
COMMUNITY ASSOCIATION

By William C. Vandenberg
President

ATTEST:

[Signature]
Secretary

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES.) ss

On this 6th 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 therein named, and acknowledged to me that such corporation executed the same.

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



J.M. Stretch
Notary Public in and for said
County and State
My Commission Expires April 16, 1951

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

On this 6th 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 M. L. Houseman, known to me to be the 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 therein named, and acknowledged to me that such corporation executed the same.

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

written.



J.M. Stretch
Notary Public in and for said
County and State
My Commission Expires April 16, 1951