

EXHIBIT 2

Tract 6888 and Tract 7331
LUNADA BAY

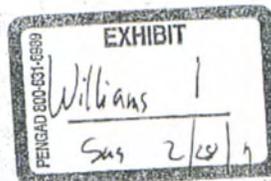
PROTECTIVE
RESTRICTIONS
PALOS VERDES
ESTATES

LOS ANGELES
CALIFORNIA



BANK OF AMERICA, *Trustee*

HENRY CLARKE, *Director of Sales*
501 LANE MORTGAGE BUILDING
LOS ANGELES, CALIF.



PVHA001

Tract 6888 and Tract 7331

LUNADA BAY

PROTECTIVE
RESTRICTIONS
PALOS VERDES
ESTATES

LOS ANGELES
CALIFORNIA



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

OLMSTED BROTHERS, *Directors of Design*

CHAS. H. CHENEY, *Consultant in City Planning*

PALOS VERDES ESTATES

PROTECTIVE RESTRICTIONS

Summary

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

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

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

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

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

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

The experience of many of the finest residential tracts in other large American metropolitan areas has clearly demonstrated the advantage of the adoption of such protective restrictions as will promote and safeguard the attractiveness and desirability of residential neighborhoods.

In preparing the restrictions for Palos Verdes Estates, the project has been guided by the experience of many years in these other parts of the country; by the counsel and advice of Olmsted Brothers of Brookline, Massachusetts, the foremost landscape architects in this country; by Charles H. Cheney, nationally known Consultant in city planning; and by the experience of an able staff of architects, landscape architects, engineers and city planners.

In thus taking advantage of the best experience of the country and adapting it to the special conditions of site, climate and residential ideals of Palos Verdes Estates it is believed that the protective restrictions here worked out are the best that have been yet devised for any American community, and will result in making Palos Verdes not only the most beautiful and attractive residential city in California, but one of the finest and most notable in any part of this country or abroad.

On account of the large extent of Palos Verdes Estates, the varying character of the property, the great number and wide range in location, size, slope and outlook of the lots, the declarations of restrictions taken as a whole may seem to be somewhat complex. The fact is, however, that the restrictions and conditions relating to any one lot are quite simple, and may be easily summarized.

Briefly, their main features are as follows:

Marking a greater step forward in the time that the protections will last than any other residential development in Southern California, is the provision of the Palos Verdes restrictions extending their life over a period of 37 years, or until 1960, with automatic extension for successive 20-year periods thereafter unless then changed by two-thirds of the property owners. Although the protection of such long time restrictions is most desirable the conditions surrounding property are subject to somewhat rapid change in a section so fast growing as Southern California, and hence a term as long as the above would be unsafe except for the provision

which has been included providing a means by which the zoning and local restrictions as to any lot may be modified with the approval of the owners of two-thirds of the property within 300 feet of the proposed change, and of Palos Verdes Homes Association and the Art Jury.

One important feature of the restrictions is that which requires an open or free space on each side of every dwelling, the extent of which varies with the location and the width of the lot. This assures the maintenance of a bright, open, sunshiny neighborhood for each dwelling, with a maximum of light and air, and avoids that unpleasant jamming of one house against another, which has spoiled so many residential developments.

The building set-back requirements from the street have been carefully worked out with the idea of maintaining views and increasing the architectural perspective. The average set-back is 20 to 30 feet, varying in different tracts according to the kind and type of house best suited to that location. For fire protection a set-back from rear lot lines is also required. All set-backs have been much modified where the lots are shallow or on hillsides where it is difficult to get into the buildings unless they are near to the street.

Not more than one house may be built on any building site which is zoned for single-family dwellings, nor may any building site be re-subdivided. In some cases, however, large lots have been designated as including more than one building site.

Palos Verdes is, of course, primarily a high class residential city in which over 90 per cent of all lots are restricted to one-family houses. No flats, apartments, duplexes, house-courts or stores are permitted in the single-family neighborhoods, but only at very limited convenient centers where they have been designed to be as much out of the way of the strictly home neighborhoods as possible. The four principal communities of Malaga Cove, Lunada Bay, Valmonte and Miraleste have as a matter of convenience reasonably small business centers, about two miles apart, where a few blocks of necessary stores, garages and service stations may be located. Adjoining them are some blocks open to apartment houses, hotels and house-courts. But the number and kind of these buildings have been

strictly limited, and the project will control their architectural design in such a way as to make them distinctive, attractive and convenient without in any way detracting from, but rather supplementing, the fine and extensive residential neighborhood surrounding them.

There are also established as a matter of convenience additional small business building groups at local centers about a mile apart, as at Monte Malaga, Zurita, Margate, etc., to serve areas that would otherwise be inconveniently far from a neighborhood store and market.

Industries, asylums, or nuisance businesses are prohibited in all parts of the Estates.

No billboards, advertising signs or "For Sale" signs can be erected in Palos Verdes, and the few store and business signs necessary must meet with the approval of the Art Jury.

The character of the property is such as to preclude the keeping of live stock, which includes rabbits, pigeons, chickens and other poultry, except where there is no residence within a considerable distance when they may be allowed in special cases, for private use only, by a special permit from the Palos Verdes Homes Association. Likewise, on the larger lots, a special permit may also be given for the keeping of horses and cows.

No outhouses, private garages or tents may be erected prior to the erection of the dwelling house or principal building on the lot.

The minimum cost of houses that may be erected ranges from a fairly low amount in areas where there are cheaper lots to considerably higher restrictions along the ocean bluffs and at special points, the amount being determined by the size, value and neighborhood of the lot.

But more important than any specific requirement as to the minimum cost of houses is the provision in the restrictions for the approval by Palos Verdes Homes Association and the Art Jury of the plans and specifications of all buildings prior to the beginning of construction, and of inspection during construction. This will be done from

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

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

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

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

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

The Association is governed by a Board of five directors elected by the members. Each purchaser on receiving his deed or contract of sale automatically becomes a member of this Association and entitled to vote.

One of the greatest difficulties in starting new communities outside of an incorporated city is to bridge the gap of time from the beginning of the project until there are enough people under state law to organize the ordinary forms of government, and to employ the necessary help to keep up streets, parks and playgrounds, and to look after other community interests such as fire protection, secure the necessary watchmen and police, collect garbage, and the like. In smaller projects the selling company often provides a temporary paternalistic interest, which unfortunately, however, often later requires concessions for the sake of making sales that are not always to the greatest common good. To avoid all such difficulties Palos Verdes Homes Association and the Art Jury have been legally constituted under the restrictions, as perpetual bodies to carry out and look after, from the beginning, the best interests and highest ideals of the purchasers.

They will take care of the common and private parks, parking strips on the streets, sidewalk planting, etc.; see that vacant lots are kept free from weeds and rubbish; supervise the ornamental lighting features; care for and maintain club houses, tennis courts, golf courses or any other recreation features that the members may desire; arrange with county authorities for the upkeep of streets, fire and police protection; and otherwise co-operate with all authorities to assure the greatest common welfare to all residents and owners in Palos Verdes.

In order to defray the expenses necessary to properly maintain and fulfill the purposes of the Association, an annual tax or assessment will be levied by the officers on all lots which have been subdivided and legally filed of record in Palos Verdes, including those owned by the Project. This tax or assessment is limited so as never to exceed the rate of the old City of Los Angeles, and is established on the assessed valuations of the County Assessor.

While this maintenance charge will naturally be only made large enough to produce as much as is required for the proper upkeep of the property, and may in some years be considerably less than Los Angeles City taxes, the maximum has been established sufficiently large that the Association may have means for making an equitable assessment should residents and property owners desire further playground equipment, community meeting houses or other common improvements.

The Art Jury and the Palos Verdes Homes Association exist solely for the common benefit of all property owners in the Estates and should be made use of by them to bring about the most attractive, convenient and satisfactory development possible.

Owners expecting to build should instruct their architects to secure copies of the printed building code and other regulations from the Secretary of the Palos Verdes Homes Association, 504 Lane Mortgage Building, Los Angeles, or at Hotel Redondo, Redondo Beach, and to submit preliminary sketches to the Art Jury for approval in advance of starting working drawings. A building permit, such as is usually required in every incorporated city, is necessary before any construction can be commenced, signed by the Building Commissioner of Palos Verdes Homes Association and the Secretary of the Art Jury.

A complete printed copy of the restrictions of record for each tract will be furnished when contracts of sale or deeds are signed, or can be had upon application to Henry Clarke, Director of Sales, 501 Lane Mortgage Building, Los Angeles.

DECLARATION NO. 8* OF ESTABLISHMENT

OF

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

TRACT 6888—LUNADA BAY—PALOS VERDES ESTATES

WHICH IS SITUATED IN THE COUNTY OF LOS ANGELES

IN THE STATE OF CALIFORNIA

DATED, AUGUST 15, 1924

FILED OF RECORD, SEPTEMBER 6, 1924, IN BOOK 3443, PAGE 289 ET SEQ., OF OFFICIAL RECORDS
OF LOS ANGELES COUNTY

DECLARATION, made this 15th day of August, 1924, by Bank of America, a corporation organized and existing under and by virtue of the laws of the State of California:

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

WHEREAS, said Bank of America, as such successor to Commonwealth Trust Company, is owner of a certain tract of land in the County of Los Angeles, State of California, known as Tract No. 6888 of said County, as per Map recorded July 16, 1924, in Book 100, pages 67 to 72 of Maps, in the office of the County Recorder of said Los Angeles County; and,

WHEREAS, said Commonwealth Trust Company did on the 5th day of July, 1923, file in the office of the said County Recorder, in Book 2360, Page 231, of Official Records of said County, a certain Declaration of Establishment of Basic Protective Restrictions, et cetera, and Bank of America, as successor in interest to said Commonwealth Trust Company, did also on December 5th, 1923, file Amendment No. 1 thereto in Book 2940, Page 27, and on June 25th, 1924, Amendment No. 3 thereto, in Book 4019, Page 274 of said Official Records, which said Declaration and Amendments are hereinafter referred to as "Declaration No. 1," covering and applicable to certain property therein described, including all of said Tract 6888 above described; and,

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Bank of America hereby certifies and declares that in addition and supplemental to the basic plan set forth in said "Declaration No. 1," it has established and does hereby establish the local plan for the protection, maintenance, development and improvement of said Tract 6888, and has fixed and does hereby fix the local protective restrictions, conditions, covenants, reservations, liens and charges upon and subject to which all lots, parcels, and portions of said tracts shall be held, leased or sold and/or conveyed by it as such owner, each and all of which is and are for the benefit of all of said Tract and of each owner of land therein and shall inure to and pass with said Tract and each and every parcel of land therein and shall apply to and bind the respective successors in interest of the present owners thereof, and are and each thereof is imposed upon said realty as a servitude in favor of said property, and each and every parcel of land therein as the dominant tenement or tenements, as follows, to-wit:

* Note—Declaration No. 8 and Declaration No. 1 (which is printed following it) are supplementary, both applying to property in Tract 6888.

USES OF PROPERTY CLASS A DISTRICTS

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

All of the numbered lots and blocks of said Tract 6888 not otherwise established or classified in this section.

CLASS B DISTRICTS

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

In Block 2211, Lots 11 to 16 inclusive;
In Block 2212, Lots 10 to 14, inclusive.

CLASS C-1 DISTRICTS

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

In Block 2110, Lot 1;
In Block 2205, Lots 2 and 3;
In Block 2216, Lots 1 to 5 inclusive, and Lots 9 to 12 inclusive;
In Block 2217, Lots 1 to 5 inclusive;
In Block 2221, Lots 1 to 4 inclusive;
In Block 2225, Lots 1 to 6 inclusive;
In Block 2226, Lots 15 to 19 inclusive;
In Block 2318, Lot 4, and Lots 10 to 12 inclusive.

CLASS C-2 DISTRICTS

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

In Block 2205, Lots 6 to 9 inclusive;
In Block 2210, Lots 10 to 14 inclusive;
In Block 2211, Lots 29 to 35 inclusive;
In Block 2213, Lots 3 to 9 inclusive;
In Block 2214, Lots 2 to 4 inclusive, and Lots 10 to 13 inclusive;
In Block 2216, Lots 6 to 8 inclusive;
In Block 2217, Lots 6 to 14 inclusive;
In Block 2218, Lots 1 to 6 inclusive;
In Block 2221, Lots 5 to 7 inclusive;
In Block 2222, Lots 1 to 3 inclusive, and Lot 8;
In Block 2223, Lots 5 and 6, and Lots 15 to 17 inclusive;
In Block 2225, Lot 11;
In Block 2226, Lots 9 to 14 inclusive.

CLASS C-3 DISTRICTS

(e) The following lots and portions of said tract are hereby established as Residence Districts of Class C-3, as defined and limited in said Declaration No. 1:

In Block 2213, Lots 1 and 2;
In Block 2214, Lots 5 to 9 inclusive, and Lots 14 to 17 inclusive;
In Block 2221, Lots 8 to 10 inclusive;
In Block 2225, Lots 7 to 10 inclusive;
In Block 2226, Lots 1 to 8 inclusive;
In Block 2317, Lots 1 to 10 inclusive;
In Block 2318, Lots 1 to 3 inclusive, and Lots 5 to 9 inclusive.

CLASS D DISTRICTS

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

In Block 2205, Lots 1 and 4 and 5;
In Block 2214, Lot 1;
In Block 2217, Lots 15 and 16;
In Block 2218, Lot 7, and Lots 13 to 17 inclusive;
In Block 2219, Lots 3 to 5 inclusive, and Lots 11 and 12;
In Block 2222, Lots 9 to 11 inclusive;
In Block 2223, Lots 1 to 4 inclusive;
In Block 2224, Lots 5 to 7 inclusive, and Lots 10 to 13 inclusive.

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

In Block 2223, Lots 7 to 12 inclusive;
In Block 2224, Lots 1 and 2.

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

Lots A, B, C, D, E, F, G and H;
Block 2227, Lot 1.

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

In Block 2218, Lots 8 to 12 inclusive;
In Block 2219, Lots 1 and 2, and Lots 6 to 10 inclusive, and Lots 18 to 16 inclusive;
In Block 2222, Lots 4 to 7 inclusive;
In Block 2223, Lots 13 and 14;
In Block 2224, Lots 3, 4, 8 and 9.

Section 2. (a) All of said lots in Residence Districts of Classes A or B are hereby established in a 2½-Story Height District, as defined and limited in said Declaration No. 1.

(b) All lots in said tract established in Residence Districts of Classes C-1, C-2 and C-3 and Business and Public Use Districts of Classes D, E, F and H are hereby established as 3-Story Height Districts, provided that structures on lots in Class F devoted to park or other public purposes may be built to such greater height as may be approved by the Park Department of Palos Verdes Homes Association and the Art Jury, subject to provisions of Section 22, Article IV, of said Declaration No. 1; and provided further that a structure for hotel purposes on Lot 1 in Block 2110 may be erected, constructed, altered or maintained in such parts only of said structure as may be approved in writing by the Art Jury, with an additional story in height, making four (4) stories in all, above the basement,

provided said basement is not occupied for habitation purposes.

TYPE OF
ARCHITECTURE
TYPE I
ARCHITECTURE
DISTRICTS

Section 3. (a) The following lots of said tract are hereby established as Type I Architecture Districts, as defined and limited in said Declaration No. 1; provided that the main roof of all structures erected, constructed, altered or maintained in Type I Architecture Districts in said tract shall be of burned clay tile or slate approved by the Art Jury:

In Block 2110, Lot 1;
In Block 2111, Lots 1 to 6 inclusive, and Lots 9 and 10;
In Block 2205, Lots 10 to 15 inclusive;
In Block 2210, Lots 1 to 4 inclusive, and Lots 15 to 18 inclusive;
In Block 2211, Lots 11 to 16 inclusive;
In Block 2212, Lots 1 to 5 inclusive, and Lots 10 to 14 inclusive;
In Block 2216, Lots 1 to 5 inclusive, and Lots 11 and 12;
In Block 2217, Lots 1 to 5 inclusive;
In Block 2225, Lots 2 to 6 inclusive;
In Block 2226, Lots 15 to 19 inclusive;
In Block 2318, Lot 4, and Lots 10 to 12 inclusive.

TYPE III
ARCHITECTURE
DISTRICTS

(b) The following lots of said tract are hereby established as Type III Architecture Districts, as defined and limited in said Declaration No. 1:

In Block 2111, Lots 7 and 8;
In Block 2210, Lot 19;
In Block 2211, Lots 17 to 21 inclusive.

TYPE IV
ARCHITECTURE
DISTRICTS

(c) All of said tract, except as otherwise provided in this section, is hereby established as a Type IV Architecture District, as defined and limited in said Declaration No. 1.

MINIMUM
COST OF
BUILDINGS

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

In Block 2110, Lot 1, \$250,000.
In Block 2111, Lots 1 to 6 inclusive, \$20,000.
Lots 7 and 8, \$10,000.
Lots 9 and 10, \$20,000.
Lots 11 to 17 inclusive, \$10,000.
In Block 2205, Lot 1, \$15,000.
Lots 2 to 8 inclusive, \$12,000.
Lot 9, \$15,000.
Lots 10 to 15 inclusive, \$8,000.
In Block 2210, Lots 1 to 4 inclusive, \$8,000.
Lots 5 to 9 inclusive, \$10,000.
Lot 10, \$15,000.
Lots 11 to 13 inclusive, \$12,000.
Lot 14, \$15,000.

Lots 15 to 18 inclusive, \$8,000.
Lot 19, \$10,000.
In Block 2211, Lots 1 to 10 inclusive, \$10,000.
Lots 11 to 16 inclusive, \$15,000.
Lot 17, \$10,000.
Lots 18 to 20 inclusive, \$8,000.
Lots 21 to 28 inclusive, \$10,000.
Lot 29, \$12,000.
Lot 30, \$15,000.
Lots 31 to 34 inclusive, \$12,000.
Lot 35, \$15,000.
In Block 2212, Lots 1 to 5 inclusive, \$20,000.
Lots 6 to 9 inclusive, \$10,000.
Lots 10 to 14, inclusive, \$15,000.
In Block 2213, Lot 1, \$12,000.
Lot 2, \$10,000.
Lot 3, \$15,000.
Lot 4, \$12,000.
Lots 5 and 6, \$15,000.
Lots 7 to 9 inclusive, \$12,000.
In Block 2214, Lots 1 and 2, \$15,000.
Lot 3, \$12,000.
Lots 4 to 9 inclusive, \$15,000.
Lots 10 to 12 inclusive, \$12,000.
Lot 13, \$15,000.
Lots 14 to 17 inclusive, \$10,000.
In Block 2216, Lots 1 to 6 inclusive, \$15,000.
Lots 7 and 8, \$12,000.
Lot 9, \$15,000.
Lots 10 to 12 inclusive, \$30,000.
In Block 2217, Lots 1 to 6 inclusive, \$15,000.
Lot 7, \$12,000.
Lot 8, \$12,000.
Lot 9, \$15,000.
Lots 10 to 14 inclusive, \$12,000.
Lot 15, \$15,000.
Lot 16, \$12,000.
In Block 2218, Lot 1, \$15,000.
Lots 2 to 6 inclusive, \$12,000.
Lot 7, \$15,000.
Lot 8, \$12,000.
Lots 9 to 14 inclusive, \$10,000.
Lot 15, \$20,000.
Lots 16 and 17, \$12,000.
In Block 2219, Lots 1 and 2, \$10,000.
Lot 3, \$20,000.
Lot 4, \$15,000.
Lot 5, \$25,000.
Lots 6 to 10 inclusive, \$15,000.
Lots 11 and 12, \$20,000.
Lots 13 to 16 inclusive, \$12,000.
In Block 2221, Lot 1, \$15,000.
Lots 2 to 4 inclusive, \$30,000.
Lots 5 and 6, \$12,000.
Lot 7, \$15,000.
Lots 8 and 9, \$10,000.
Lot 10, \$15,000.
In Block 2222, Lots 1 and 2, \$12,000.
Lot 3, \$15,000.
Lot 4, \$10,000.
Lot 5, \$15,000.
Lots 6 and 7, \$10,000.
Lot 8, \$20,000.
Lot 9, \$15,000.
Lot 10, \$12,000.
Lot 11, \$15,000.
In Block 2223, Lot 1, \$12,000.
Lot 2, \$15,000.
Lots 3 to 6 inclusive, \$10,000.
Lot 7, \$20,000.
Lots 8 to 10 inclusive, \$15,000.
Lots 11 and 12 together, \$25,000.
Lot 13, \$10,000.

Lot 14, \$15,000.
 Lots 15 and 16, \$10,000.
 Lot 17, \$20,000.

In Block 2224, Lots 1 to 3 inclusive, \$10,000.
 Lots 4 to 10 inclusive, \$15,000.
 Lots 11 and 12, \$25,000.
 Lot 13, \$20,000.

In Block 2225, Lots 1 to 3 inclusive, \$20,000.
 Lots 4 to 7 inclusive, \$15,000.
 Lot 8, \$12,000.
 Lots 9 and 10, \$10,000.
 Lot 11, \$20,000.

In Block 2226, Lot 1, \$15,000.
 Lots 2 to 8 inclusive, \$10,000.
 Lots 9 to 19 inclusive, \$15,000.

In Block 2317, Lot 1, \$15,000.
 Lots 2 to 5 inclusive, \$10,000.
 Lot 6, \$12,000.
 Lots 7 to 10 inclusive, \$15,000.

In Block 2318, Lot 1, \$12,000.
 Lots 2 and 3, \$10,000.
 Lot 4, \$20,000.
 Lots 5 to 12 inclusive, \$15,000.

Lot 13 not less than twenty (20) feet from Yarmouth Road and not less than ten (10) feet from Via Pacheco, and not less than twenty (20) feet from the cut-off corner of their intersection;

Lots 14 and 15 not less than twenty (20) feet from Via Pacheco.

Lots 1 to 4 inclusive, not less than twenty (20) feet from Via Pacheco;

Lots 5 to 8 inclusive, not less than twenty-five (25) feet from Thorley Place;

Lot 9 not less than fifteen (15) feet from Thorley Place;

Lot 10 not less than five (5) feet from Via Pacheco and Via Anacapa;

Lots 11 to 13 inclusive, not less than five (5) feet from Via Anacapa;

Lot 14 not less than five (5) feet from Via Anacapa and Thorley Place and from the cut-off corner of their intersection;

Lot 15 not less than ten (10) feet from Via Pacheco and not less than thirty (30) feet from Yarmouth Road;

Lots 16 to 18 inclusive, not less than thirty (30) feet from Yarmouth Road;

Lot 19 not less than thirty (30) feet from Yarmouth Road and from the cut-off corner of its intersection with Thorley Place, and not less than fifteen (15) feet from Thorley Place.

IN BLOCK 2210

BUILDING SET-BACK LINES

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

IN BLOCK 2110 Lot 1 not less than one hundred (100) feet from any boundary line of said lot and not more than seven hundred (700) feet from Paseo del Mar.

IN BLOCK 2111 Lot 1 not less than thirty-five (35) feet from Paseo del Mar;
 Lots 2 to 5 inclusive, not less than fifty (50) feet from Paseo del Mar;
 Lot 6 not less than sixty-five (65) feet from Paseo del Mar and not less than twenty (20) feet from Oakley Road;
 Lot 7 not less than thirty (30) feet from Yarmouth Road and not less than fifteen (15) feet from Chelsea Road, and not less than thirty (30) feet from the cut-off corner of their intersection;
 Lot 8 not less than thirty (30) feet from Yarmouth Road;
 Lot 9 not less than thirty (30) feet from Yarmouth Road and from Paseo del Mar;
 Lot 10 not less than thirty (30) feet from Yarmouth Road and not less than thirty-five (35) feet from Paseo del Mar;
 Lots 11 to 14 inclusive, not less than twenty-five (25) feet from Chelsea Road;
 Lot 15 not less than twenty-five (25) feet from Chelsea Road and not less than ten (10) feet from the south line of said lot;
 Lot 16 not less than forty (40) feet from Oakley Square;
 Lot 17 not less than forty (40) feet from Oakley Square and not less than ten (10) feet from Oakley Road.

IN BLOCK 2205 Lots 2 and 3 not less than ten (10) feet from Yarmouth Road;
 Lots 6 to 8 inclusive, not less than five (5) feet from Via Anacapa;
 Lot 9 not less than five (5) feet from Via Anacapa and Via Pacheco;
 Lots 10 to 12 inclusive, not less than twenty (20) feet from Yarmouth Road;

Lots 1 and 2 not less than twenty-five (25) feet from Chelsea Road;

Lot 3 not less than twenty-five (25) feet from Chelsea Road and not less than ten (10) feet from the south line of said lot;

Lots 4 to 8 inclusive, not less than forty (40) feet from Oakley Square;

Lot 9 not less than twenty (20) feet from Chelsea Road and not less than ten (10) feet from the north line of said lot;

Lots 10 to 15 inclusive, not less than twenty (20) feet from Chelsea Road;

Lot 16 not less than twenty (20) feet from Chelsea Road and not less than ten (10) feet from Via Bandini;

Lot 17 not less than fifteen (15) feet from Thorley Place and not less than thirty (30) feet from Yarmouth Road and from the cut-off corner of their intersection;

Lots 18 to 20 inclusive, not less than thirty (30) feet from Yarmouth Road;

Lot 21 not less than thirty (30) feet from Yarmouth Road and from the cut-off corner of its intersection with Chelsea Road, and not less than fifteen (15) feet from Chelsea Road;

Lot 22 not less than fifteen (15) feet from Thorley Place;

Lots 23 to 27 inclusive, not less than twenty-five (25) feet from Thorley Place;

Lot 28 not less than fifteen (15) feet from Thorley Place;

Lot 29 not less than ten (10) feet from Thorley Place;

Lot 30 not less than ten (10) feet from Thorley Place and Via Anacapa;

Lots 31 to 34 inclusive, not less than five (5) feet from Via Anacapa;

Lot 35 not less than five (5) feet from Via Anacapa and Via Bandini.

Lot 1 not less than twenty (20) feet from Oakley Road and not less than sixty-five (65) feet from Paseo del Mar;

Lots 2 to 4 inclusive, not less than fifty (50) feet from Paseo del Mar;

Lot 5 not less than fifty (50) feet from Paseo del Mar and not less than twenty (20) feet from Via Bandini;

IN BLOCK 2211

IN BLOCK 22

IN BLOCK 2213

Lot 6 not less than ten (10) feet from Oakley Road and not less than forty (40) feet from Oakley Square;
Lot 7 not less than forty (40) feet from Oakley Square;
Lot 8 not less than twenty (20) feet from Chelsea Road and not less than ten (10) feet from the north line of said lot;
Lots 9 to 13 inclusive, not less than twenty (20) feet from Chelsea Road;
Lot 14 not less than twenty (20) feet from Chelsea Road and not less than ten (10) feet from Via Bandini.

IN BLOCK 2214

Lot 1 not less than five (5) feet from Via Pacheco and Via Bandini;
Lot 2 not less than five (5) feet from Via Bandini;
Lots 3 and 4 not less than five (5) feet from Via Anacapa;
Lot 5 not less than five (5) feet from Via Bandini and Via Anacapa;
Lot 6 not less than five (5) feet from Via Pacheco and Via Bandini;
Lots 7 to 9 inclusive, not less than five (5) feet from Via Anacapa.

IN BLOCK 2216

Lot 2 not less than five (5) feet from Granvia La Costa;
Lot 3 not less than five (5) feet from Via Anacapa;
Lots 4 to 8 inclusive, not less than five (5) feet from Granvia La Costa;
Lot 9 not less than five (5) feet from Granvia La Costa and Via Bandini;
Lots 10 to 12 inclusive, not less than five (5) feet from Via Anacapa;
Lot 13 not less than five (5) feet from Via Anacapa and Via Pacheco;
Lots 14 and 15 not less than five (5) feet from Via Bandini;
Lot 16 not less than five (5) feet from Via Pacheco and Via Bandini;
Lot 17 not less than five (5) feet from Via Pacheco.

IN BLOCK 2217

Lot 1 not less than five (5) feet from Via Bandini and not less than ten (10) feet from Chelsea Road;
Lots 2 to 4 inclusive, not less than fifteen (15) feet from Chelsea Road;
Lot 5 not less than ten (10) feet from Chelsea Road;
Lot 6 not less than five (5) feet from Chelsea Road and Avenida Mirola;
Lots 7 and 8 not less than five (5) feet from Avenida Mirola;
Lot 9 not less than ten (10) feet from Avenida Mirola;
Lot 10 not less than ten (10) feet from Avenida Mirola and Paseo del Mar and not less than fifteen (15) feet from the cut-off corner of their intersection;
Lot 11 not less than ten (10) feet from Paseo del Mar;
Lot 12 not less than ten (10) feet from Paseo del Mar and from the cut-off corner of its intersection with Via Bandini, and not less than five (5) feet from Via Bandini.

Lot 1 not less than five (5) feet from Via Bandini and not less than ten (10) feet from Chelsea Road;
Lots 2 to 4 inclusive, not less than fifteen (15) feet from Chelsea Road;
Lot 5 not less than ten (10) feet from Chelsea Road;
Lot 6 not less than five (5) feet from Chelsea Road and Avenida Mirola;

Lots 7 and 8 not less than five (5) feet from Avenida Mirola;
Lot 9 not less than five (5) feet from Via Bandini and Via Anacapa;
Lots 10 to 14 inclusive, not less than five (5) feet from Via Anacapa.

Lot 1 not less than five (5) feet from Via Bandini and Via Anacapa;
Lots 2 to 6 inclusive, not less than five (5) feet from Via Anacapa.

Lot 1 not less than ten (10) feet from Avenida Mirola;
Lot 2 not less than ten (10) feet from Avenida Mirola and Paseo del Mar and not less than fifteen (15) feet from Mirola Plaza;
Lot 3 not less than ten (10) feet from Paseo del Mar;
Lot 4 not less than ten (10) feet from Paseo del Mar and not less than five (5) feet from Via Pena, and not less than ten (10) feet from the cut-off corner of their intersection;
Lots 5 and 6 not less than five (5) feet from Avenida Mirola;
Lot 7 not less than five (5) feet from Avenida Mirola and Chelsea Road;
Lots 8 and 9 not less than five (5) feet from Chelsea Road;
Lot 10 not less than five (5) feet from Chelsea Road and Via Pena.

Lots 1 and 2 not less than five (5) feet from Avenida Mirola;
Lot 3 not less than five (5) feet from Avenida Mirola and Chelsea Road;
Lot 4 not less than five (5) feet from Anacapa Plaza, Via Anacapa, and Chelsea Road.

Lots 5 and 6 not less than five (5) feet from Via Anacapa;
Lots 15 and 16 not less than five (5) feet from Via Estrada;
Lot 17 not less than five (5) feet from Via Anacapa, Anacapa Plaza and Via Estrada.

Lot 1 not less than five (5) feet from Via Pena and Paseo Lunado;
Lots 2 to 5 inclusive, not less than five (5) feet from Paseo Lunado;
Lot 6 not less than five (5) feet from Paseo Lunado and Anacapa Place;
Lot 7 not less than five (5) feet from Via Pena and Chelsea Road;
Lot 8 not less than five (5) feet from Via Pena;
Lots 9 and 10 not less than five (5) feet from Chelsea Road;
Lot 11 not less than five (5) feet from Chelsea Road, Anacapa Plaza and Anacapa Place.

Lot 1 not less than five (5) feet from Via Estrada and Via Pacheco;
Lots 2 to 8 inclusive, not less than five (5) feet from Via Pacheco;
Lot 9 not less than five (5) feet from Via Estrada and Via Anacapa;
Lots 10 to 14 inclusive, not less than five (5) feet from Via Anacapa;
Lot 15 not less than five (5) feet from Via Anacapa and Paseo Lunado;
Lots 16 to 18 inclusive, not less than five (5) feet from Paseo Lunado;
Lot 19 not less than five (5) feet from Paseo Lunado and Via Pacheco.

Lot 1 not less than thirty (30) feet from Anacapa Plaza and not less than twenty (20) feet from Via Anacapa, Paseo Lunado and Anacapa Place.

IN BLOCK 2218

IN BLOCK 2221

IN BLOCK 2222

IN BLOCK 2223

IN BLOCK 2225

IN BLOCK 2226

IN BLOCK 2227

IN BLOCK 2317

Lot 1 not less than five (5) feet from Via Estrada and Via Pacheco;
Lots 2 to 5 inclusive not less than five (5) feet from Via Pacheco;
Lot 6 not less than five (5) feet from Via Pacheco and Via Zumaya;
Lot 7 not less than five (5) feet from Via Estrada and Granvia La Costa;
Lots 8 and 9 not less than five (5) feet from Granvia La Costa;
Lot 10 not less than five (5) feet from Granvia La Costa and Via Zumaya.

IN BLOCK 2318

Lot 1 not less than five (5) feet from Via Zumaya and Via Pacheco;
Lots 2 and 3 not less than five (5) feet from Via Pacheco;
Lot 4 not less than five (5) feet from Via Pacheco and Pasco Lunado;
Lot 5 not less than five (5) feet from Via Zumaya and Granvia La Costa;
Lots 6 to 11 inclusive, not less than five (5) feet from Granvia La Costa;
Lot 12 not less than five (5) feet from Granvia La Costa and Pasco Lunado;

provided that from and after January 1st, 1930, for all of said lots then existing in Districts of Class C-2 and Class C-3, as defined and limited in said Declaration No. 1, all the above established building set-back lines shall, without further notice, action or agreement, cease to be in force or effect.

SET-BACKS FROM SIDE LOT LINES

(b) On every lot in a residence district of Class A there shall be left a free space adjoining each of the side lot lines thereof, extending the full depth of the lot; and no building or part thereof, including porches, except a private garage as provided in said Declaration No. 1, and steps, balconies or other architectural features approved by the Art Jury, shall be erected, permitted or maintained on or upon said free spaces of any numbered lot in said tract. The width of each of said free spaces, measured at any point in the depth of the lot, shall be not less than seven and one half (7½) feet plus one-tenth (1/10) foot for each foot by which the width of the lot at that point exceeds fifty (50) feet up to a maximum required width of free space of twenty (20) feet; provided, however, that the width of free space on one side of a lot may be reduced by not more than one-third (1/3) of the width above required if the width of the free space on the opposite side of the lot is at all points greater than the width above required by a proportionate amount. PROVIDED that the provisions of this section shall not apply to the common lot line between lots used jointly as one building site or as to which an approved party-wall agreement exists as provided in paragraph (c) of Section 27 of Article IV of said Declaration No. 1.

If the width, or set-back lines of any lot be difficult of determination by reason of its irregular shape or otherwise, or, if the extent or location of the free spaces required herein be uncertain, the Building Commissioner of Palos Verdes Homes Association shall in all cases determine what are to be deemed the width and set-back lines of such lot and the extent and location of such free spaces, and such determination in respect thereto shall be final.

(c) Anything to the contrary herein notwithstanding, the right and power is expressly reserved to Bank of America and its successors in interest, on account of the irregular topography in said tract, 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 lot in said tract reasonable variations in the set-back lines herein established, provided said variations are not, in the opinion of the Art Jury, injurious or undesirable to the neighborhood in which they occur, and the approval of the Art Jury be given thereto in writing.

VARIATIONS IN SET-BACK LINES

Section 6. (a) Easements and Rights of Way are hereby specifically reserved to Bank of America, its successors and assigns, for the erection, construction, operation and maintenance of:

EASEMENTS AND RIGHTS OF WAY

(1) 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,

(2) Public and private sewers, storm water drains, land drains and pipes, water systems, water, heating and gas mains or pipes; and,

(3) Any other method of conducting and performing any public or quasi-public utility service or function beneath the surface of the ground.

(b) Such Easements and Rights of Way are hereby specifically reserved on:

(1) The rear five (5) feet of the following lots:

- In Block 2111, Lots 7, 8, 9 and 10;
- In Block 2205, Lots 2, 3, 12, 13, 14 and 15;
- In Block 2210, Lots 1 to 9 inclusive, and Lots 15 to 19 inclusive;
- In Block 2211, Lots 1 to 10 inclusive, and Lots 17 to 28 inclusive;
- In Block 2214, Lots 2 and 3;
- In Block 2216, Lots 6, 7 and 8;
- In Block 2217, Lots 6, 7 and 8;

In Block 2218, Lots 16 and 17;
In Block 2219, Lots 4, 14 and 15;
In Block 2221, Lots 5 and 6;
In Block 2222, Lots 1, 2 and 10;
In Block 2223, Lots 1 and 12;
In Block 2223, Lot 8.

(2) The five (5) foot strip adjoining the following lot lines in said tract:

In Block 2111, on each side of the line dividing Lot 11 from Lots 7 and 8;
In Block 2205, on each side of the line dividing Lot 11 from Lots 14 and 15;
In Block 2211, on each side of the line dividing Lot 10 from Lot 11;
In Block 2212, on each side of the line dividing Lot 9 from Lot 10;
In Block 2213, on each side of the line dividing Lot 9 from Lot 4;
In Block 2214, on each side of the line dividing Lot 4 from Lot 3;
In Block 2216, on each side of the line dividing Lot 5 from Lots 6, 7 and 8;
In Block 2217, on each side of the line dividing Lot 5 from Lots 6, 7 and 8.

(3) A three (3) foot strip adjoining each and every lot line in a Residence District of Class A and of Class B in said tract, provided that this subsection shall not apply to a lot line adjoining a street, walk or alley; and except as otherwise provided in this section.

(4) In and over all streets, walks and alleys in said tract.

(5) An easement for a pedestrian passageway sixteen (16) feet wide on the ground floor only and not less than twelve (12) feet in height along the southerly line of Lot 10 in Block 2223 extending from the arcade easement to a point sixteen (16) feet west of the westerly line of Lot 12, to provide a public passageway from the "turn" court south of Lot 10 to Lunada Plaza.

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

(d) Said easements shall at all times be open to Bank of America, its successors and assigns and to Palos Verdes Homes Association, who 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 Bank of America shall have the right at any time to convey or, with the written approval of Palos Verdes Homes Association, to extinguish such easements and rights of way as to any or all of said property.

(e) The right is expressly reserved to Bank of America, its successors and assigns, to suspend, use, maintain and replace over any portion of any lot in said tract within five and one-half (5½) feet from any lot line or of the line of any easement herein reserved to said Bank of America, 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 Bank of America, 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. Bank of America, 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.

Section 7. No title to land in any street, walk or alley is intended to be conveyed to purchasers of any property except where expressly so stated in deeds.

Section 8. 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 Section 9 hereof, until January 1, 1960, and shall as then in force be continued automatically and without further notice from that time for a period of twenty years, and thereafter for successive periods of twenty years each without limitation unless within the six months prior to January 1, 1960, or within the six months prior to the expiration of any successive twenty-year period thereafter a written agreement executed by the then record owners of more than one-half in area of said property, exclusive of streets, parks and open spaces, be placed on record in the office of the County Recorder of Los Angeles County, by the terms of which agreement any of the said conditions, restrictions, covenants,

TITLE TO
STREETS
RESERVED

DURATION OF
RESTRICTIONS

reservations, 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, reservations, liens and charges as therein modified shall continue in force for successive periods of twenty years each unless and until further changed, modified or extinguished in the manner herein provided.

MODIFICATION OF
RESTRICTIONS

Section 9. Any of the conditions, restrictions, covenants, reservations, liens and charges set forth herein or hereafter established in any declaration of additional restrictions or deed, contract of sale or lease legally filed of record unless otherwise provided therein, may be changed or modified by written instrument duly executed and placed on record: (1) as to any property then owned by Bank of America, by Palos Verdes Homes Association and Bank of America; (2) as to any other property, by Palos Verdes Homes Association, the owner or owners of record of two-thirds in area of such property and Bank of America, or its successors in interest, as owners of the reversionary rights therein; provided, however, that in either case no change or modification shall be made without the written consent duly executed and recorded of the owners of record of not less than two-thirds in area of all lands held in private ownership within three hundred feet in any direction of the property concerning which a change or modification is sought to be made, and provided further that this shall not be construed as requiring the consent of the owners of any property not under jurisdiction of Palos Verdes Homes Association; and also provided that any approval given thereto by Palos Verdes Homes Association shall not be valid unless and until said Association shall first have had a public hearing thereon.

RECORDS
AND
REPORTS

Section 10. (1) Any agent or officer of Palos Verdes Homes Association and/or the Art Jury may at any reasonable time enter, inspect and report upon any property subject to the jurisdiction of Palos Verdes Homes Association and/or the Art Jury as to its maintenance or improvement in compliance with the provisions hereof; and Palos Verdes Homes Association, the Art Jury and/or any agent or officer thereof

shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. Palos Verdes Homes Association and/or the Art Jury may issue a certificate of completion and compliance as to any property so inspected and make and collect a charge therefor.

(2) For the purpose of making a search upon or guaranteeing or insuring title to, or any lien on and/or interest in any lot or parcel of said property, and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or non-performance of any of the acts in this Declaration of Restrictions authorized, permitted or to be approved by Palos Verdes Homes Association and/or the Art Jury, the records of the Secretary of Palos Verdes Homes Association and/or of the Art Jury shall be conclusive as to all matters shown by such records and the issuance of a certificate of completion and compliance by Palos Verdes Homes Association and by the Art Jury showing that the plans and specifications for the improvements or other matters herein provided for, or authorized, have been approved and that the said improvements have been made in accordance therewith, or of a certificate as to any matters relating to Palos Verdes Homes Association or to the Art Jury by the respective secretaries thereof shall be conclusive upon all persons and shall fully justify and protect any title company or person certifying, guaranteeing, or insuring the said title, or any lien thereon, and/or any interest therein, and shall also fully protect the purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of Palos Verdes Homes Association and/or the Art Jury. In any event after the expiration of one year from the date of the issuance of a building permit by Palos Verdes Homes Association for any structure, work, improvement or alteration, the said structure, work, improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all the provisions thereof, unless actual notice executed by Palos Verdes Homes Association and/or the Art Jury of such non-completion and/or non-compliance, shall appear of record in the office of the County Recorder of Los Angeles County, California, or legal proceedings shall have been instituted to enforce completion and/or compliance.

ANNEXATION
OF ADDITIONAL
PROPERTY

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

REVERSION
OF TITLE

Section 12. Each and all of said restrictions, conditions, covenants, reservations, liens and charges is and are for the benefit of each owner of land (or any interest therein) in said property and they and each thereof shall inure to and pass with each and every parcel of said property, shall apply to and bind the respective successors in interest of Bank of America. Each grantee of Bank of America of any part or portion of the said property by acceptance of a deed incorporating the substance of this Declaration either by setting it forth or by reference therein, accepts the same subject to all of such restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers of the Art Jury and of Palos Verdes Homes Association. A breach of any of the restrictions, conditions and covenants hereby established shall cause the real property upon which such breach occurs to revert to Bank of America, or its successors in interest, as owners of the reversionary rights herein provided for; and the owner of such reversionary rights shall have the right of immediate re-entry upon such real property, in the event of any such breach; and, as to each lot owner in the said property, the

said restrictions, conditions and covenants shall be covenants running with the land, and the breach of any thereof, and the continuance of any such breach, may be enjoined, abated or remedied by appropriate proceedings by the owner of the reversionary rights or by any such owner of other lots or parcels in said property or by Palos Verdes Homes Association, but such reversion shall not affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith and for value; provided, however, that any subsequent owner of said property shall be bound by the said restrictions, conditions and covenants, whether obtained by foreclosure or at trustee's sale or otherwise.

Section 13. The violation of any of the restrictions or conditions or breach of any of the covenants hereby established shall also give to Bank of America, or its successors in interest, and/or to Palos Verdes Homes Association the right to enter upon the property upon or as to which such violation or breach exists, and to summarily abate and remove at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and Bank of America, or its successors in interest, or Palos Verdes Homes Association, shall not be deemed guilty of any manner of trespass for such entry, abatement or removal.

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

Section 15. All of said restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together, but if it shall, at any time, be held that any one of said restrictions, conditions, covenants, reservations, liens or charges or any part thereof is invalid, or for any reason becomes unenforceable, no other restriction, condition, covenant, reservation, lien or charge or any part thereof shall be thereby affected or impaired; and the grantor and grantee, their

VIOLATION OF
CONDITIONS

VIOLATION
CONSTITUTES
NUISANCE

CONSTRUCTION
AND VALIDITY
OF RESTRICTION

successors, heirs and/or assigns, shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared invalid.

ASSIGNMENT
OF POWERS

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

INTERPRETATION
AND ENFORCEMENT
BY PALOS
VERDES HOMES
ASSOCIATION

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

visions of this Declaration, Palos Verdes Homes Association shall, in all cases, interpret the same and such interpretation shall be final and conclusive upon all interested parties.

RIGHT TO
ENFORCE

Section 18. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Bank of America, Palos Verdes Homes Association, by the owner or owners of any property in said tract, their, and each of their, legal representatives, heirs, successors and assigns, and failure by Bank of America, Palos Verdes Homes Association or any property owner, or their legal representatives, heirs, successors, and assigns, to enforce any of such restrictions, conditions, covenants, reservations, liens or charges shall in no event be deemed a waiver of the right to do so thereafter.

EXCEPTIONS

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

IN WITNESS WHEREOF, said BANK OF AMERICA has this 15th day of August, 1924, hereunto caused its corporate name and seal to be affixed by its Vice-President and Secretary, thereunto duly authorized.

BANK OF AMERICA,

By JAY E. RANDALL,
Vice-President.

By V. P. SHOWERS,
Secretary.

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

On this 15th day of August, in the year one thousand nine hundred and twenty-four, before me, May Grant, a Notary Public in and for said County, personally appeared Jay E. Randall, known to me to be the Vice-President, and V. P. Showers, known to me to be the Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

[SEAL]

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

[15b]

DECLARATION NO. 21* OF ESTABLISHMENT

OF

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

TRACT 7331—LUNADA BAY—PALOS VERDES ESTATES

WHICH IS SITUATED IN THE COUNTY OF LOS ANGELES

IN THE STATE OF CALIFORNIA

FILED OF RECORD, SEPTEMBER 29, 1924, IN BOOK 3434, PAGE 165 ET SEQ., OF OFFICIAL RECORDS OF LOS ANGELES COUNTY

DATED SEPTEMBER 18, 1924

DECLARATION, made this 18th day of September, 1924, by Bank of America, a corporation organized and existing under and by virtue of the laws of the State of California:

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

WHEREAS, said Bank of America, as such successor to Commonwealth Trust Company, is owner of a certain tract of land in the County of Los Angeles, State of California, known as Tract Number 7331 of said County, as per map recorded August 13, 1924, in Book 102, Pages 46 to 50, of Maps, in the office of the County Recorder of said Los Angeles County; and,

WHEREAS, said Commonwealth Trust Company did on the 5th day of July, 1923, file in the office of the said County Recorder, in Book 2360, Page 231, of Official Records of said County, a certain Declaration of Establishment of Basic Protective Restrictions, et cetera, and Bank of America, as successor in interest to said Commonwealth Trust Company, did also on December 5th, 1923, file Amendment No. 1 thereto in Book 2940, Page 27, and on June 25th, 1924, Amendment No. 3 thereto, in Book 4019, Page 274, of said Official Records, which said Declaration and Amendments are hereinafter referred to as "Declaration No. 1," covering and applicable to certain property therein described, including all of the real property now included in said Tract 7331; and,

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Bank of America hereby certifies and declares that in addition and supplemental to the basic plan set forth in said "Declaration No. 1," it has established and does hereby establish the local plan for the protection, maintenance, development and improvement of said Tract 7331, and has fixed and does hereby fix the local protective restrictions, conditions, covenants, reservations, liens and charges upon and subject to which all lots, parcels and portions of said tract shall be held, leased or sold and/or conveyed by it as such owner, each and all of which is and are for the benefit of all of said Tract and of each owner of land therein and shall inure to and pass with said Tract and each and every parcel of land therein and shall apply to and bind the respective successors in interest of the present owners thereof, and are and each thereof is imposed upon said realty as a servitude in favor of said property, and each and every parcel of land therein as the dominant tenement or tenements, as follows, to-wit:

* Note—Declaration No. 21 and Declaration No. 1 (which is printed following it) are supplementary, both applying to property in Tract 7331.

<p>USES OF PROPERTY</p> <p>CLASS A DISTRICTS</p> <p>CLASS C-1 DISTRICTS</p> <p>CLASS F DISTRICTS</p> <p>CLASS G DISTRICTS</p> <p>BUILDING HEIGHT LIMITS</p> <p>TYPE OF ARCHITECTURE</p> <p>TYPE I ARCHITECTURE DISTRICTS</p> <p>TYPE III ARCHITECTURE DISTRICTS</p> <p>TYPE IV ARCHITECTURE DISTRICTS</p> <p>MINIMUM COST OF BUILDINGS</p>	<p><i>Section 1. (a) The following portions of said tract are hereby established as Residence Districts of Class A as defined and limited in said Declaration No. 1:</i></p> <p><i>All of the numbered lots and blocks of said tract not otherwise established or classified in this section.</i></p> <p><i>(b) The following lots and portions of said tract are hereby established as Residence Districts of Class C-1, as defined and limited in said Declaration No. 1:</i></p> <p><i>In Block 2202, Lots 23 and 24.</i></p> <p><i>(c) The following lots and portions of said tract are hereby established as Business and Public Use Districts of Class F, as defined and limited in said Declaration No. 1:</i></p> <p><i>Lots A, B, C, D and E.</i></p> <p><i>(d) The following lots and portions of said tract are hereby established as Business and Public Use Districts of Class G, as defined and limited in said Declaration No. 1:</i></p> <p><i>In Block 2202, Lot 8.</i></p> <p><i>Section 2. All of said tract is hereby established as a Two and One-half (2½) Story Height District, as defined and limited in said Declaration No. 1.</i></p> <p><i>Section 3. (a) All of said tract, except as otherwise provided in this section, is hereby established as a Type I Architecture District, as defined and limited in said Declaration No. 1; provided that the main roofs of all structures erected, constructed, altered or maintained in Type I Architecture Districts in said tract shall be of burned clay tile or slate approved by the Art Jury.</i></p> <p><i>(b) The following lots of said tract are hereby established as Type III Architecture Districts, as defined and limited in said Declaration No. 1:</i></p> <p><i>In Block 2100, Lots 7 to 11 inclusive;</i></p> <p><i>In Block 2101, Lots 5 and 6 and Lots 9 to 13 inclusive;</i></p> <p><i>In Block 2102, Lots 1 to 11 inclusive;</i></p> <p><i>In Block 2200, Lots 2 to 6 inclusive, and Lots 10 to 13 inclusive;</i></p> <p><i>In Block 2201, Lots 7 to 10 inclusive, and Lots 14 and 15.</i></p> <p><i>(c) The following lot of said tract is hereby established as Type IV Architecture District, as defined and limited in said Declaration No. 1:</i></p> <p><i>In Block 2202, Lot 8.</i></p> <p><i>Section 4. (a) No building or structure, exclusive of accessory outbuildings, shall be erected, placed or maintained upon any</i></p>	<p>building site embracing any of the following lots or any portion or portions of said lots, which, including a reasonable fee of architect, and a reasonable profit of builder, shall cost or be of the value of less than the sum set opposite said lot in the following list, to-wit:</p> <p>In Block 1171, Lots 1 to 6 inclusive, \$30,000.</p> <p>In Block 1190, Lots 1 to 18 inclusive, \$10,000. Lot 19, \$15,000. Lots 20 to 31 inclusive, \$20,000. Lot 32, \$30,000.</p> <p>In Block 1290, Lots 1 to 9 inclusive, \$8,000. Lot 10, \$10,000. Lot 11, \$8,000. Lots 12 to 15 inclusive, \$6,000. Lots 16 to 22 inclusive, \$8,000. Lot 23, \$10,000.</p> <p>In Block 2100, Lot 1, \$30,000. Lots 2 to 5 inclusive, \$20,000. Lot 6, \$15,000. Lots 7 to 11 inclusive, \$10,000.</p> <p>In Block 2101, Lots 1 to 4 inclusive, \$20,000. Lots 5 and 6, \$10,000. Lots 7 and 8, \$20,000. Lots 9 to 13 inclusive, \$10,000.</p> <p>In Block 2102, Lots 1 to 4 inclusive, \$10,000. Lots 5 to 7 inclusive, \$8,000. Lot 8, \$10,000. Lots 9 and 10, \$8,000. Lot 11, \$10,000.</p> <p>In Block 2200, Lot 1, \$15,000. Lots 2 to 6 inclusive, \$10,000. Lots 7 to 13 inclusive, \$8,000.</p> <p>In Block 2201, Lots 1 to 14 inclusive, \$8,000. Lot 15, \$10,000. Lots 16 to 18 inclusive, \$8,000.</p> <p>In Block 2202, Lot 1, \$10,000. Lots 2 to 7 inclusive, \$8,000. Lot 8, \$40,000. Lots 9 to 14 inclusive, \$8,000. Lot 15, \$10,000. Lot 16, \$8,000. Lots 17 to 22 inclusive, \$10,000. Lots 23 and 24, \$15,000.</p> <p><i>Section 5. (a) No building or part thereof including porches, except steps, balconies or other architectural features approved by the Art Jury, shall be erected, placed, permitted or maintained nearer the street or lot line hereinafter specified than as follows:</i></p> <p>Lot 1 not less than fifty (50) feet east from the westerly line of said Lot 1, or from Paseo del Mar, and not less than eighty (80) feet south from the northerly line of said Lot 1;</p> <p>Lots 2 to 6 inclusive, not less than sixty (60) feet from Lot E and not less than fifty (50) feet from Paseo del Mar.</p> <p>Lot 1 not less than twenty (20) feet from Cloyden Road and not less than thirty (30) feet from Chelsea Road;</p> <p>Lots 2 to 10 inclusive, not less than thirty (30) feet from Chelsea Road;</p> <p>Lots 11 and 12, not less than thirty (30) feet from Chelsea Road and not less than ten (10) feet from the walk lying between them;</p>
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Lots 18 to 17 inclusive, not less than thirty (30) feet from Chelsea Road;
Lot 18 not less than twenty (20) feet from Chelsea Road;
Lot 19 not less than ten (10) feet from Chelsea Road and Epping Road and not less than twenty (20) feet from Epping Circle;
Lot 20 not less than twenty (20) feet from Cloyden Road and not less than fifty (50) feet from the cut off corner of the intersection of Cloyden Road and Paseo del Mar;
Lots 21 to 25 inclusive, not less than fifty (50) feet from Paseo del Mar;
Lots 26 and 27 not less than fifty (50) feet from Paseo del Mar and not less than ten (10) feet from the walk lying between them;
Lots 28 to 31 inclusive, not less than fifty (50) feet from Paseo del Mar;
Lot 32 not less than sixty (60) feet from Paseo del Mar and not less than twenty (20) feet from Epping Road.

IN BLOCK 1290

Lot 1 not less than ten (10) feet from Dalton Road and not less than thirty-five (35) feet from Granvia La Costa;
Lots 2 to 9 inclusive, not less than thirty-five (35) feet from Granvia La Costa;
Lot 10 not less than fifty (50) feet from Granvia La Costa and not less than ten (10) feet from Lot D;
Lot 11 not less than twenty (20) feet from Dalton Road and Via Pacheco;
Lots 12 to 15 inclusive, not less than twenty (20) feet from Dalton Road;
Lot 16 not less than twenty (20) feet from Via Pacheco;
Lots 17 to 22 inclusive, not less than thirty (30) feet from Via Pacheco;
Lot 23 not less than fifty (50) feet from Via Pacheco and not less than ten (10) feet from Lot C.

IN BLOCK 2100

Lot 1 not less than twenty (20) feet from Epping Road and not less than sixty (60) feet from Paseo del Mar;
Lots 2 to 4 inclusive, not less than fifty (50) feet from Paseo del Mar;
Lot 5 not less than fifty (50) feet from Paseo del Mar and not less than ten (10) feet from the walk lying between Block 2100 and Block 2101;
Lot 6 not less than ten (10) feet from Epping Road and Chelsea Road and not less than twenty (20) feet from Epping Circle;
Lots 7 and 8 not less than ten (10) feet from Chelsea Road;
Lots 9 and 10 not less than forty (40) feet from Chelsea Road;
Lot 11 not less than forty (40) feet from Chelsea Road and not less than ten (10) feet from the walk lying between Block 2100 and Block 2101.

IN BLOCK 2101

Lot 1 not less than fifty (50) feet from Paseo del Mar and not less than ten (10) feet from the walk lying between Block 2100 and Block 2101;
Lots 2 and 3 not less than fifty (50) feet from Paseo del Mar;
Lot 4 not less than forty (40) feet from Paseo del Mar;
Lot 5 not less than fifteen (15) feet from Chelsea Road and not less than thirty (30) feet from Yarmouth Road and the cut-off corner of its intersection with Chelsea Road;
Lot 6 not less than thirty (30) feet from Yarmouth Road;

Lot 7 not less than thirty (30) feet from Yarmouth Road and Paseo del Mar;
Lot 8 not less than forty (40) feet from Paseo del Mar;
Lot 9 not less than forty (40) feet from Chelsea Road and not less than ten (10) feet from the walk lying between Block 2100 and Block 2101;
Lots 10 and 11 not less than forty (40) feet from Chelsea Road;
Lots 12 and 13 not less than fifteen (15) feet from Chelsea Road.

Lot 1 not less than forty (40) feet from Chelsea Road and not less than ten (10) feet from the walk lying between Block 2200 and Block 2102;
Lots 2 and 3 not less than forty (40) feet from Chelsea Road;
Lot 4 not less than fifteen (15) feet from Chelsea Road;
Lot 5 not less than ten (10) feet from the walk lying between Block 2200 and Block 2102 and not less than forty (40) feet from Thorley Road;
Lot 6 not less than forty (40) feet from Thorley Road;
Lot 7 not less than twenty (20) feet from Thorley Road;
Lot 8 not less than twenty (20) feet from Thorley Road and not less than thirty (30) feet from Yarmouth Road and not less than thirty-five (35) feet from the cut-off corner of their intersection;
Lots 9 and 10 not less than thirty (30) feet from Yarmouth Road;
Lot 11 not less than thirty (30) feet from Yarmouth Road and the cut-off corner of its intersection with Chelsea Road, and not less than fifteen (15) feet from Chelsea Road.

IN BLOCK 210

Lot 1 not less than ten (10) feet from Epping Road and Chelsea Road and not less than twenty (20) feet from Epping Circle;
Lots 2 and 3 not less than ten (10) feet from Chelsea Road;
Lots 4 and 5 not less than forty (40) feet from Chelsea Road;
Lot 6 not less than forty (40) feet from Chelsea Road and not less than ten (10) feet from the walk lying between Block 2200 and Block 2102;
Lots 7 and 8 not less than twenty-five (25) feet from Epping Road;
Lot 9 not less than twenty-five (25) feet from Epping Road and not less than fifteen (15) feet from Thorley Road;
Lots 10 and 11 not less than twenty (20) feet from Thorley Road;
Lot 12 not less than forty (40) feet from Thorley Road;
Lot 13 not less than forty (40) feet from Thorley Road and not less than ten (10) feet from the walk lying between Block 2200 and Block 2102.

IN BLOCK 220

Lot 1 not less than twenty-five (25) feet from Epping Road and not less than fifteen (15) feet from Thorley Road;
Lots 2 to 5 inclusive, not less than twenty-five (25) feet from Epping Road;
Lot 6 not less than twenty-five (25) feet from Epping Road and not less than fifteen (15) feet from Via Pacheco, and not less than forty (40) feet from the cut-off corner of their intersection;

IN BLOCK 220

IN BLOCK 2202

- Lot 7 not less than twenty (20) feet from Thorley Road;
- Lots 8 to 10 inclusive, not less than forty (40) feet from Thorley Road;
- Lot 11 not less than twenty-five (25) feet from Via Pacheco and not less than thirty (30) feet from Yarmouth Road;
- Lots 12 to 14 inclusive, not less than thirty (30) feet from Yarmouth Road;
- Lot 15 not less than thirty (30) feet from Yarmouth Road and not less than twenty (20) feet from Thorley Road and not less than thirty-five (35) feet from the cut-off corner of their intersection;
- Lots 16 to 18 inclusive, not less than twenty-five (25) feet from Via Pacheco.
- Lot 1 not less than fifty (50) feet from Via Pacheco and not less than ten (10) feet from Lot C;
- Lots 2 to 5 inclusive, not less than thirty (30) feet from Via Pacheco;
- Lots 6 and 7 not less than fifty (50) feet from Via Pacheco;
- Lot 8 not less than twenty (20) feet from Via Pacheco;
- Lots 9 and 10 not less than fifty (50) feet from Via Pacheco;
- Lot 11 not less than twenty (20) feet from Via Pacheco;
- Lot 12 not less than twenty (20) feet from Via Pacheco and Yarmouth Road, and not less than forty (40) feet from the cut-off corner of their intersection;
- Lots 13 and 14 not less than twenty (20) feet from Yarmouth Road;
- Lot 15 not less than fifty (50) feet from Granvia La Costa and not less than ten (10) feet from Lot D;
- Lots 16 to 21 inclusive, not less than thirty-five (35) feet from Granvia La Costa;
- Lot 22 not less than twenty (20) feet from Granvia La Costa;
- Lot 23 not less than ten (10) feet from Yarmouth Road;
- Lot 24 not less than ten (10) feet from Yarmouth Road and Granvia La Costa.
- Lot A of said tract not less than thirty (30) feet from Chelsea Road or Via Pacheco, and not less than twenty (20) feet from Cloyden Road or Dalton Road.
- Lot B of said tract not less than twenty (20) feet from Epping Circle and not less than ten (10) feet from that portion of Epping Road opposite Lot 1 of Block 2200, and from that portion of Chelsea Road opposite Lot 19 of Block 1190, and not less than thirty (30) feet from the balance of Chelsea Road along said lot, and not less than twenty-five (25) feet from the balance of Epping Road along said lot, and not less than thirty (30) feet from Via Pacheco.

SET-BACKS FROM SIDE LOT LINES

(b) On every lot in a residence district of Class A there shall be left a free space adjoining each of the side lot lines thereof, extending the full depth of the lot; and no building or part thereof, including porches, except a private garage, as provided in said Declaration No. 1, and steps, balconies or other architectural features approved by the Art Jury, shall be erected, permitted or maintained on or upon said free spaces of any numbered lot in said tract. The width

of each of said free spaces, measured at any point in the depth of the lot, shall be not less than seven and one-half (7½) feet plus one-tenth (1/10) foot for each foot by which the width of the lot at that point exceeds fifty (50) feet up to a maximum required width of free space of twenty (20) feet; provided, however, that the width of free space on one side of a lot may be reduced by not more than one-third (1/3) of the width above required if the width of the free space on the opposite side of the lot is at all points greater than the width above required by a proportionate amount. PROVIDED, that the provisions of this section shall not apply to the common lot line between lots used jointly as one building site or as to which an approved party-wall agreement exists as provided in paragraph (c) of Section 27 of Article IV of said Declaration No. 1.

If the width, or set-back lines of any lot be difficult of determination by reason of its irregular shape or otherwise, or, if the extent or location of the free spaces required herein be uncertain, the Building Commissioner of Palos Verdes Homes Association, shall in all cases determine what are to be deemed the width and set-back lines of such lot and the extent and location of such free spaces, and such determination in respect thereto shall be final.

(c) Anything to the contrary herein notwithstanding, the right and power is expressly reserved to Bank of America and its successors in interest, on account of the irregular topography in said tracts, 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 lot in said tract reasonable variations in the set-back lines herein established, provided said variations are not, in the opinion of the Art Jury, injurious or undesirable to the neighborhood in which they occur and the approval of the Art Jury be given thereto in writing.

VARIATIONS IN SET-BACK LINES

Section 6. (a) Easements and Rights of Way are hereby specifically reserved to Bank of America, its successors and assigns, for the erection, construction, operation and maintenance of:

EASEMENTS AND RIGHTS OF WAY

- (1) 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,

(2) Public and private sewers, storm water drains, land drains and pipes, water systems, water, heating and gas mains or pipes; and,

(3) Any other method of conducting and performing any public or quasi-public utility service or function beneath the surface of the ground.

(b) Such Easements and Rights of Way are hereby specifically reserved on:

(1) The rear five (5) feet of each and every numbered lot in said tract except as follows:

- All of Block 1171;
- All of Block 1190;
- All of Block 2100;
- All of Block 2101;
- In Block 1290, Lots 1 to 10 inclusive, and Lots 19 to 23 inclusive;
- In Block 2202, Lots 1 to 8 inclusive, and Lots 15 to 22 inclusive.

(2) The five (5) foot strip adjoining the following lot lines in said tract:

- In Block 1171, on each side of the line dividing Lot 4 from Lot 5;
- In Block 1290, on each side of the line dividing Lot 11 from Lot 12;
- In Block 2101, on each side of the line dividing Lots 5 and 6 from Lot 13 and Lot 7 from Lot 4;

- In Block 2102, on each side of the line dividing Lots 4 and 7 from Lots 8 to 11 inclusive;
- In Block 2200, on each side of the line dividing Lot 10 from Lots 7, 8 and 9;
- In Block 2201, on each side of the line dividing Lots 7 and 16 from Lots 1 to 6 inclusive, and Lots 10 and 18 from Lots 11 to 15 inclusive;
- In Block 2202, on each side of the line dividing Lot 8 from Lots 9 and 14, Lot 14 from Lots 9 and 10; Lot 13 from Lots 10 and 11.

(3) The thirty (30) foot strip on each side of the lot line dividing Lots 2 and 3 and Lots 20 and 21 in Block 1190; provided that this easement shall be for park, recreation and bridle path or walk purposes.

(4) A three (3) foot strip adjoining each and every lot line in a Residence District of Class A in said tract, provided that this subsection shall not apply to a lot line adjoining a street, walk or alley and except adjoining the following lot lines:

- All of Block 1171;
- In Block 1190, the lot line between Lots 2 and 3 and Lots 20 and 21;
- In Block 2201, the lot line between Lots 1 and 2;
- In Blocks 1290 and 2202, the lot lines adjoining Lots C and D.

(5) In and over all streets, walks and alleys and Lots C and D.

Sections 6 (c) to 19 inclusive, of this Declaration No. 21 are the same as the sections of the same numbers in Declaration No. 8, printed on pages 14 to 15b inclusive, of this booklet.

IN WITNESS WHEREOF, said BANK OF AMERICA has this 18th day of September, 1924, hereunto caused its corporate name and seal to be affixed by its Vice-President and Secretary, thereunto duly authorized.

BANK OF AMERICA,
By JAY E. RANDALL,
Vice-President.
By V. P. SHOWERS,
Secretary.

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

On this 24th day of September, in the year one thousand nine hundred and twenty-four, before me, Ford Hendricks, a Notary Public in and for said County, personally appeared Jay E. Randall, known to me to be the Vice-President, and V. P. Showers, known to me to be the Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

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

DECLARATION NO. 1
DECLARATION OF ESTABLISHMENT
OF

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

PALOS VERDES ESTATES—PARCELS A AND B

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

DATED JUNE 26, 1923

(Recorded July 5, 1923, in Book 2360, Page 231, Official Records of Los Angeles County; as amended by
Amendment No. 1 dated Nov. 26, 1923, recorded Dec. 5, 1923, in Book 2940, Page 27, Official
Records of Los Angeles County; and as amended by Amendment No. 3 dated
June 16, 1924, recorded June 25, 1924, in Book 4019, Page 274,
Official Records of Los Angeles County.)

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

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

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

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

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

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

Thence North Thirty-six Degrees (36°), Twenty-three Minutes ($23'$), Three and Seven-tenths Seconds ($03.7''$), West Fourteen Hundred Sixteen and Five Hundredths (1416.05) feet.

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

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

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

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

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

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

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

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

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

Thence West Fifty Hundred Forty (5040) feet.

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

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

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

Saving and excepting therefrom that portion thereof described as follows:

Beginning at a point in the North Easterly boundary line of Lot "H," which is South 44 Degrees, 41 Minutes, 12.2 Seconds East, and 3883.42 feet South Easterly from an original corner of Lots "H" and "B," said original corner being marked by a two-inch capped iron pipe; thence South 49 Degrees and 30 Minutes West, a distance of 770.34 feet to a point in the South line of parcel "B"; thence Easterly on the Southerly line of parcel "B," a distance of 1080.62 feet to a point in the North Easterly line of Lot "H," said point being the South Easterly corner of parcel "B"; thence on a course bearing North 44 Degrees, 41 Minutes, 12.2 Seconds West, a distance of 703.67 feet to the point of beginning, the whole inclosing an area of 6.21 acres.

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

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

ARTICLE I

GENERAL BASIC RESTRICTIONS

USES OF
PROPERTY
PROHIBITED

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

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

DRILLING
FOR OIL
PROHIBITED

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

ENFORCEMENT
BY PALOS
VERDES HOMES
ASSOCIATION
AND PALOS
VERDES ART JURY

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

ARTICLE II

PALOS VERDES HOMES ASSOCIATION

APPROVAL OF PLANS

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

APPROVAL OF SUBDIVISION PLANS

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

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

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

MAINTENANCE AND IMPROVEMENT CHARGES

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

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

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

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

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

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

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

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

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

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

POWERS OF
THE HOMES
ASSOCIATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

other proper officials as may have jurisdiction over streets.

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

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

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

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

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

ACTION WHERE
HOMES
ASSOCIATION
FAILS TO AC

said owners may elect by majority vote a Board of three trustees, and provide for appointment of successors in the event of a vacancy arising for any cause, which board shall thereupon and thereafter serve and act in lieu and instead of, and with all the rights, powers and duties provided in this Declaration for the Homes Association. In the event said board is so elected, then whenever in this Declaration the Homes 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.

ARTICLE III

ART JURY

APPROVAL OF
STREETS
SUBDIVISIONS
AND GENERAL
PLANTING

Section 1. No part of the said property and/or of any property at any time within the jurisdiction of the Art Jury or of Palos Verdes Homes Association shall be subdivided, laid out or improved by street work, buildings, structures, landscaping or planting, or its physical contours cut into, altered or changed, or any premises maintained except with the approval of the Art Jury as to a uniform and reasonably high standard of artistic result and attractiveness, in exterior and physical appearance of said property and improvements; provided, that this shall not be deemed to apply to any original layout, subdivision and landscaping of the said property for Commonwealth Trust Company by Olmsted Brothers, Landscape Architects, of Brookline, Massachusetts, the Art Jury shall not have any jurisdiction or power of approval other than to make suggestions unless specifically requested to do so by Commonwealth Trust Company; and provided also that at the end of ninety days after submission by Commonwealth Trust Company to the Art Jury of a subdivision map of or any proposed declaration of additional restrictions covering any portion of the said property, legal title to which is held by Commonwealth Trust Company, the said map or declaration shall be deemed to have been given full and final approval by the Art Jury, regardless of any action by it in the interim.

APPROVAL OF
PLANS AND
IMPROVEMENTS

Section 2. No building, fence, wall, sidewalk, steps, awning, tent, pole or other structure, improvement, utility, parking, sculpture, or planting shall be erected, constructed, altered or maintained upon, under

or above any portion of said property or of any property at any time within the jurisdiction of the Art Jury or of Palos Verdes Homes Association (except as provided in Section 1 hereof) unless plans and specifications therefor, including the exterior color scheme, together with a block plan indicating location, shall have been submitted to, approved in writing by the Art Jury and a copy of such plans, specifications and block plans as finally approved deposited for permanent record with the Art Jury. 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 Art Jury. No sign of any kind or for any use shall be erected, posted, pasted, painted or displayed upon or about any property under the jurisdiction of the Art Jury without the written approval of the Art Jury.

APPROVAL OF
WORKS OF ART

Section 3. No work of art located or to be located upon said property or any part thereof shall become the property of Commonwealth Trust Company, Palos Verdes Homes Association, or of any corporation, organization or public or semi-public board which may succeed or be substituted for any of them, whether acquired by purchase, gift, or otherwise, unless such work of art or a design of the same, together with a statement showing the proposed location of such work of art, shall first have been submitted to and approved in writing by the Art Jury; nor shall any work of art until so approved be contracted for, erected, placed in or upon, or allowed to extend over or under any street, avenue, square, park, recreation ground, school, public buildings, or other public or semi-public property over which the Art Jury has jurisdiction. The Art Jury may, when it deems proper, also require a model of any proposed work of art, or a map, drawing or profile of any proposed site therefor. The term "Work of Art," as used in this section, shall apply to and include all paintings, mural decorations, stained glass, statues, bas-reliefs, tablets, sculptures, monuments, fountains, arches, entrance gateways, or other structures of a permanent character intended for ornament or commemoration. No work of art over which the Art Jury has jurisdiction shall be removed, relocated or in any way altered without the approval in writing of the Art Jury.

CUSTODIAN OF ART WORKS Section 4. The Art Jury shall be custodian of such works of art as it may accept charge of.

MEMBERSHIP Section 5. (1) The Art Jury shall be composed of one member ex-officio, named by Commonwealth Trust Company, and of six other members appointed by Commonwealth Trust Company, of whom three shall be persons engaged in the practice of the fine arts, in the instance of the first appointment selected from the membership of the Southern California Chapter of the American Institute of Architects, and in case a vacancy among these three members occurs, Commonwealth Trust Company shall appoint his successor from a list of three persons engaged in the practice of the fine arts, nominated by the Board of Directors of the Southern California Chapter of the American Institute of Architects. One member shall be a City Planner named by Commonwealth Trust Company and if a vacancy occurs as to this member, Commonwealth Trust Company shall name his successor from a list of three city planners nominated by the Board of Governors of the American City Planning Institute. One member shall be appointed by Commonwealth Trust Company from a list of three persons nominated by the Governing Board of the University of California, Southern Branch. And one member shall be appointed by Commonwealth Trust Company from a list of three persons nominated by the Board of Directors of the Homes Association.

(2) The six members of the Art Jury appointed by Commonwealth Trust Company shall in the first instance serve for two years and thereafter shall choose by lot terms of office as follows: two for one year, two for two years, and two for three years, and their successors shall be appointed by Commonwealth Trust Company for terms of three years each, except on appointment to fill a vacancy, which shall be for the unexpired portion of the term. In case any of the organizations entitled to make nominations, as hereinbefore provided, shall fail to make such nominations within sixty days after written notification by Commonwealth Trust Company of the expiration of a term or the occurrence of a vacancy, Commonwealth Trust Company shall appoint a member to fill the vacancy upon its own nomination. In the event that such appointees or any of them shall fail to ac-

cept said appointment, Commonwealth Trust Company shall have the right to revoke such appointment, and to appoint any other person or persons in its judgment qualified to act as members of said Art Jury. If the Art Jury for any reason shall fail to meet and perform its duties for a period of thirty consecutive days, Commonwealth Trust Company may remove one or all of the members and appoint any person or persons in its judgment qualified to act as members of said Art Jury in the place of the member or members so removed; provided appointees shall in all cases in number and qualifications fulfill as nearly as possible the provisions of paragraph (1) of this section as to membership.

(3) Any member of the Art Jury who shall be employed to execute a work of art or structure of any kind requiring the approval of the Art Jury, or who shall take part in competition for such work of art or structure, shall be disqualified from voting thereon; and, in such instance the Art Jury may, in its discretion, invite an expert advisor to give his opinion as to such work of art or structure.

(4) On July 1, 1932, or at any time prior thereto, Commonwealth Trust Company may terminate the term of office and its own power of appointment of the ex-officio member of the Art Jury, by written notification to the President of the Homes Association. On July 1, 1932, the right of Commonwealth Trust Company to appoint members of the Art Jury as provided in paragraph (1) of this section shall cease; or Commonwealth Trust Company prior to said date may resign and transfer said power of appointment to the President of the Homes Association, by notice thereof to him in writing. From an after said date or upon receipt of such notification or either of them, the President of the Homes Association shall, as the case may be, become a member ex-officio of the Art Jury, as successor to the ex-officio member named by Commonwealth Trust Company and/or shall have power, as successor to Commonwealth Trust Company to appoint members thereof, as provided in paragraph (1) of this section, except as provided herein.

(5) The members of the Art Jury shall elect from their own number a President and Vice-President and shall adopt rules of procedure and prescribe regulations for

submission of all matters within their jurisdiction. Four members shall constitute a quorum and shall have full power to act as the Art Jury during the period of any vacancy or vacancies in the membership thereof. The Art Jury shall designate and appoint a trust company to act as its Treasurer and to act as Trustee of all property of the Art Jury. The name of such Treasurer and of the Secretary shall be certified to the Homes Association.

(6) If for any reason Commonwealth Trust Company, or the President of the Homes Association after the right of appointment shall have been transferred to him, shall fail, for ninety (90) days after the occurrence of a vacancy on the Art Jury, to appoint a member as provided herein, the then President of the Art Jury shall then and thereafter have sole power to appoint the member to fill the said vacancy, provided such appointments shall, in all cases, fulfill in number and qualifications as nearly as possible the provisions of paragraph (1) of this section as to membership.

ART JURY
PURPOSES
AND FUNDS

Section 6. Any funds available therefor may be used by the Art Jury to pay its members for time in attendance at meetings, and other expenses which in its judgment are incidental to carrying out the purposes for which it is established, to enforce its decisions and rulings and/or to promote art education and community embellishment. The Art Jury may accept bequests and donations of, and through its trustee take and hold, title to real and/or personal property and shall have power to administer, disburse and/or dispose of the same and/or to use the income and/or proceeds therefrom for the purposes for which it is established.

RECORDS AND
REPORTS

Section 7. (1) The Secretary of the Art Jury shall keep minutes of each approval, recommendation or other official act of the Art Jury and furnish certified copies thereof or certificate of the result thereof, on request to any person, and the Art Jury may make a reasonable charge therefor. Said records shall be open to the public.

(2) The Art Jury may authorize the Secretary thereof to issue a certificate of completion and compliance as to any property so inspected and to make and collect a reasonable charge therefor.

ARTICLE IV
ZONING

DEFINITIONS

Section 1. 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 clearly indicates a different meaning:

(a) Words used in the present tense include the future; the singular includes the plural, and the plural includes the singular; the word "lot" includes the word "plot" and the word "building" includes the word "structure."

(b) An "Apartment House" is a building containing three or more separate single family dwellings using a common passage or stairway and a common entrance on the ground floor.

(c) An "Attic" is a story under a sloping roof at the top of a building, of which the top of the plate or wall carrying the main roof rafters is not more than two feet above the floor of such attic.

(d) The term "Back to back" applies to lots or portions of lots when the same are on opposite sides of the same part of a rear line common to both and the opposite street lines on which the lots front are parallel to each other or make an angle with each other of not over forty-five degrees.

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

(a) Of any original subdivision of said land subject to the jurisdiction of the Homes Association.

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

(c) Of any subdivision or re-subdivision of any land which hereafter becomes subject to the jurisdiction of the Homes Association by virtue of restrictions, conditions, covenants, and/or con-

tracts relating thereto, and by acceptance of jurisdiction by the Board of Directors of said corporation.

(f) A "Court" is an open unoccupied space, other than a rear yard, on the same lot with a building. A court, one entire side or end of which is bounded by a front yard, a rear or side yard, or by the front of the lot, or by a street or a public alley, is an "outer court." Every court which is not an "outer court" is an "inner court." Every court shall be open and unobstructed to the sky, from a point not more than two feet above the floor line of the lowest story in the building in which there are windows in rooms or apartments abutting on such court, except that a cornice on the building may extend into an "outer court" two inches for each one foot in width of such court, and a cornice may extend into an "inner court" one inch for each one foot in width of such court.

(g) The "curb level" for the purpose of measuring the height of any portion of a building is the mean level of the curb in front of such portion of the building. But where a building is on a corner lot, the curb level is the mean level of the curb on the street of greatest width. If such greatest width occurs on more than one street, the curb level is the mean level of the curb on the street of greatest width which has the highest curb elevation. The curb level for the purpose of regulating and determining the area of yards, courts, and open spaces is the mean level of the curb on the front of the building where there is the highest curb elevation. Where no curb elevation has been established or the building does not adjoin the street, the average ground level of the lot shall be considered the curb level.

(h) The "depth of a rear yard" shall be measured at right angles from the rear lot line to the extreme rear part of the building.

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

(j) A "flat" is a building having two or more separate single family habitations therein whether one above another or on the same floor and having a separate outside entrance on the ground floor for each such habitation.

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

(l) The "height of a yard or a court" at any given level shall be measured from the lowest level of such yard or court as actually constructed.

(m) A "House Court" is a group of two or more single family dwellings on the same lot, whether detached or in solid rows, having a separate outside entrance on the ground floor level for each single family dwelling.

(n) The "least dimensions" of a yard or court at any level is the least of the horizontal dimensions of such yard or court at such level. If two opposite sides of a yard or court are not parallel, the horizontal dimension between them shall be deemed to be the mean distance between them.

(o) The "length of an outer court" at any given point shall be the measured distance in the general direction of the side lines of such court from the end opposite the end opening on a street or a rear yard, to such point.

(p) A "lot" is any piece of land fronting on a street as provided herein, the description of which is filed with the Building Commissioner, regardless of plats recorded in the office of the County Recorder. The "depth of a lot" is the mean distance from the street line of the lot to its rear line, measured between the centers of the end lines of the lot. A "corner lot" is a lot bounded on two sides by public streets provided that, for this purpose, no street, alley, court or open space less than thirty feet in width shall be deemed a public street. The "front line" or "front" of a lot is the boundary line of the lot bordering on the street upon which it abuts. In case of a corner lot, either frontage may be the front provided that the front line shall be taken to include any cut-off corners. If a lot runs through from street to street, either street line may be taken as the front lot line. The "rear line" of a lot is the boundary line of said lot opposite the front line. All other boundary lines of a lot are "side lines." (As amended by Amendment No. 3.)

(q) A "multiple dwelling" is a building designed or used for flats, apartments, tenements, hotel, dormitory or any dwelling other than a single family dwelling.

(r) A "rear yard" is an open, unoccupied space on the same lot with and immediately behind a building; and wherever required shall extend the full width of the lot.

(s) A "single family dwelling" is a dwelling for one family alone, having but one kitchen and within which not more than five (5) persons may be lodged for hire at one time, provided that reasonable quarters may be built and maintained in connection therewith for the use and occupancy of servants or guests of said family, and that such quarters may be built and maintained as a part of the main building or with the written approval of Palos Verdes Homes Association and the Art Jury in a separate detached accessory building or buildings on the same lot, provided said accessory buildings be not at any time rented or let to persons outside the said family and that they be occupied and used only by persons who are employed by or are the guests of said family. (As amended by Amendment No. 3.)

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

(u) A "street wall" of a building at any level is the wall of that part of the building nearest to the street line.

(v) The "width of the street" is the mean distance between the sides from property line to property line thereof within a block. Where a street borders a public place, or public park, the width of the street is the mean width of such street plus the width measured at right angles to the street line of such public place or public park.

(w) 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. 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 B—House Courts, Flats and Dwellings.

Class C-1—Apartments and other kinds of dwellings.

Class C-2—Same as Class C-1 until 1930, afterward Class D.

Class C-3—Same as Class C-1 until 1930, afterward Class H.

Business and Public Use Districts of:

Class D—Retail business, offices and dwellings.

Class E—Business, theatres and dwellings.

Class F—Public and semi-public uses.

Class G—Religious edifices.

Class H—General business, garages and dwellings.

Class J—Wholesale and material business.

Class K—Hospitals and Institutions.

The districts of said classes and of each thereof are hereby established for said property with location, extent and boundaries thereof as may be defined and established in supplemental and additional restrictions hereafter filed of record by Commonwealth Trust Company with said County Recorder, provided that further and/or different classes of use districts may be established and defined by Commonwealth Trust Company in said supplemental and additional restrictions. Any reference to said property or any part thereof in any declaration of restrictions or in deeds, contracts of sale or leases which shall classify any portion of said property as being within any district or any class of use district of said property, unless referring specifically to some other declaration, shall be construed as referring to the district of the class defined in this declaration or amendment thereof.

No building or premises or 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. In Residence Districts of Class A 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 one detached single family dwelling on any building site.

CLASSES OF
USE DISTRICTS

RESIDENCE
DISTRICTS
OF CLASS A
SINGLE FAMILY
DWELLINGS

RESIDENCE DISTRICTS OF CLASS B—
HOUSE COURTS, FLATS AND DWELLINGS

Section 4. In Residence Districts 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 a house court, two family dwelling, flat, boarding house, fraternity house and/or a single family dwelling.

RESIDENCE DISTRICTS OF CLASS C-1—
APARTMENTS AND OTHER KINDS OF DWELLINGS

Section 5. In Residence Districts of Class C-1 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 an apartment house, hotel (not containing a store or stores), private school, fraternity dwelling, club, dormitory, boarding house or lodging house, flat, multiple dwelling, two family dwelling and /or single family dwelling.

RESIDENCE DISTRICTS OF CLASS C-2—
SAME AS C-1 UNTIL 1930; AFTERWARD CLASS D

Section 6. In Residence Districts of Class C-2 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 those specified for Residence Districts of Class C-1; provided that from and after January 1, 1930, all then existing Districts of Class C-2 shall, without further notice, action or agreement, become Business and Public Use Districts of Class D, as defined and established in Section 8 hereof.

RESIDENCE DISTRICTS OF CLASS C-3—
SAME AS CLASS C-1 UNTIL 1930; AFTERWARD CLASS H

Section 7. In Residence Districts of Class C-3 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 those specified for Residence Districts of Class C-1; provided that from and after January 1, 1930, all then existing Districts of Class C-3 shall, without further notice, action or agreement, become Business and Public Use Districts of Class H, as defined and established in Section 12 hereof.

BUSINESS AND PUBLIC USE DISTRICTS OF CLASS D—
RETAIL BUSINESS, OFFICES AND DWELLINGS

Section 8. (a) In Business and Public Use Districts of Class D 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 those specified for Residence Districts of Classes A, B and C-1 hereof, or a retail business office, professional office, retail trade, telephone exchange, fraternal society, printing office

or store, with the exception of those uses of property specifically prohibited by paragraphs (b) and (c) of this section.

(b) In any Business and Public Use District of Classes D, E, F, G, H or J, no building or premises shall be used or be erected to be used or maintained for any trade, industry, or use that is obnoxious or offensive by reason of the emission of odor, smoke, gas, dust or noise.

(c) *Businesses prohibited in Class D Districts:* In a Business and Public Use District of Class D, no building or premises shall be used, or be erected to be used, for any of the following specified trades, industries or uses, viz: acid works; ammonia manufacture; commercial recreation park; asphalt manufacture or refining; assaying by the furnace method with more than one furnace of a capacity of two (2) cubic feet; blacksmithing or horseshoeing; bleaching powder manufacture; boilermaking or repairing; bottle or glass factory; brick, tile or terra cotta manufacture or storage; building for treatment of insane or feeble minded; candle or chemical factory; carpet cleaning or carpet beating; celluloid manufacture; car barn; chlorine manufacture; coal yard; construction material yard; creameries employing over five persons; crematory; dog pound; distillation of coal, wood or bones; dyeing or dry cleaning; electric central station power plant; fat rendering; feed yard; fertilizer manufacture; fish cannery; foundry; garage for more than six motor vehicles, other than a salesroom where motor vehicles are kept for sale or for demonstration purposes only; gas (illuminating or heating) manufacture or storage plants or tanks with a capacity of over five hundred cubic feet of gas; glue, size or gelatine manufacture; gun powder, fire works or explosives manufacture or storage; hay or grain barn or warehouse; hides or skins (uncured); hospital or sanitarium; incineration or reduction of garbage, offal, dead animals or refuse; iron, steel, brass or copper works; junk, scrap paper or rag storage or baling shop or yard; lamp black manufacture; livery stable; cement or plaster of paris manufacture; laundry or washhouse; lumber yard; machine shop; mattress or bed spring factory; milk bottling station; moving picture theatre; nursery or greenhouse; oil cloth or linoleum manufacture; oil or gasoline supply station; packing house or plant; paint, oil, varnish or turpentine

manufacture or storage; petroleum refining or storage; planing mill, or sash and door factory; pickle, sauerkraut, sausage or vinegar manufacture; powder factory; printing ink manufacture; railroad freight yard, team track, freight depot or shed, shops or roundhouse; rawhide or skin storage, curing or tanning; repair shop for motor vehicles; riding academy; rolling mill; scrap iron works or storage; roller or ice skating rink; rubber manufacture from crude material; rock, sand or gravel loading, distributing or receiving station; saw mill; public school; fire house; sheet metal works; silk or cotton mill; shoddy manufacture or wool scouring; slaughtering of animals or fowls; smelting; soap manufacture; stable for more than one animal; starch, glucose or dextrine manufacture; stone or monument works, stone crusher or quarry; crushed stone yard or bunker; stoneware or earthenware factory; saddle factory; stock yard; storage warehouse; warehouse for storage of household goods; sugar refining; sulphurous, sulphuric, nitric or hydrochloric acid manufacture; tallow, grease or lard manufacturing or refining; tannery; tar distillation or manufacture; tar roofing or tar water-proofing manufacture; theatre; undertaking parlor; veterinary hospital; wholesale business; wool pullery; wood yard; or any plant, works or factory where power is used to operate any such plant, works or factory, except that this shall not prohibit any machine operated by two horsepower or less, and except as provided in paragraph (d) of this section.

(d) In any Business or Public Use District of Class D, no building or premises shall be used or be erected to be used for any kind of manufacturing except that any kind of manufacturing of garments or food products, not included within the prohibition of paragraph (b) of this section, may be carried on; provided not more than twenty-five per cent of any one store or of the ground floor space or of the total floor space of the building is so used. The printing of a newspaper or a printing shop shall not be deemed manufacturing.

Section 9. In Business and Public Use Districts of Class E no building, structure or premises shall be erected, constructed or maintained, which shall be used or designed or intended to be used for any purpose other than those specified for

BUSINESS AND
PUBLIC USE
DISTRICTS OF
CLASS E—
BUSINESS,
THEATRES
AND DWELLINGS

Business or Public Use Districts of Class D, or a theatre, moving picture theatre or dance hall.

Section 10. In Business and Public Use Districts of Class F, 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 a public or private school, playground, park, aeroplane or dirigible landing field or accessory aerodrome or repair shop, public art gallery, museum, library, firehouse, nursery, or greenhouse or other public or semi-public building, or a single family dwelling.

Section 11. In Business and Public Use Districts of Class G, 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 a church, religious edifice, parish house, or a single family dwelling.

Section 12. In Business and Public Use Districts of Class H, 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 permitted in Residence Districts of Classes A, B, or C-1, or in Business and Public Use Districts of Classes D, E, F and G hereof, and that of an undertaking parlor, garage for more than six motor vehicles, automobile repair shop, gasoline or oil supply station, dyeing or dry cleaning establishment or plumbing shop.

Section 13. In Business and Public Use Districts of Class J 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 business permitted in Business and Public Use Districts of Class H hereof and that of a blacksmith shop; building material yard; carbarn; coal yard; creamery; feed or fuel business; household furniture warehouse; lumber yard; milk bottling or distributing station; railroad freight depot, yard, team track or freight shed; riding academy; roller or ice skating rink; stable for more than one horse; warehouse for any business permitted in Class J Districts; wholesale business or wood yard; provided that the approval of the Homes Association thereto and the issuance by it of a tempor-

BUSINESS AND
PUBLIC USE
DISTRICTS OF
CLASS F—

PUBLIC AND
SEMI-PUBLIC
USES

BUSINESS AND
PUBLIC USE
DISTRICTS OF
CLASS G—

RELIGIOUS
EDIFICES

BUSINESS AND
PUBLIC USE
DISTRICTS OF
CLASS H—

GENERAL
BUSINESS,
GARAGES AND
DWELLINGS

BUSINESS AND
PUBLIC USE
DISTRICTS OF
CLASS J—

WHOLESALE AND
MATERIAL
BUSINESS