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BOOK M293 PAGE 897

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DECLARATION OF ESTABLISHMENT
OF PROTECTIVE RESTRICTIONS,
COVENANTS AND RESERVATIONS

(Barclay-Curci)

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.
FOR TITLE INSURANCE & TRUST CO.

35^{Min.} 10 A.M. JUL 5 1959
P.M.

RAY E. LEE, County Recorder

DECLARATION OF ESTABLISHMENT
OF PROTECTIVE RESTRICTIONS,
COVENANTS AND RESERVATIONS

DECLARATION, made this 3rd day of June, 1959,
by PALOS VERDES PROPERTIES, a partnership consisting of Rancho
Palos Verdes Corporation, a Delaware corporation, and Capital
Company, a California corporation, as partners, hereinafter some-
times referred to as the "Grantor";

WITNESSETH:

WHEREAS, the Grantor is the owner of a certain tract
of land in the County of Los Angeles, State of California, more
particularly described on Exhibit 1 which is hereto attached and
by this reference incorporated herein, which property is the
property covered by this Declaration and is sometimes herein-
after referred to as "said property"; and

WHEREAS, said Grantor is about to sell and convey said
property subject to certain protective restrictions, covenants,
conditions and reservations between it and the acquirers or users
of said property as hereinafter set forth;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the Grantor hereby certifies and declares that
it has and does hereby establish a General Plan for the protec-
tion, maintenance, improvement and development of said property,

and has fixed and does hereby fix the restrictions, covenants, conditions and reservations upon and subject to which all lots, parcels and portions of said property shall be held, leased, sold and conveyed, and each and all of which is and are for the benefit of said property and each portion thereof and each present and each future owner of land therein and Grantor herein, 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 in said land of the present owners thereof, and are and each thereof is imposed upon said land in favor of said property and each and every parcel of land therein and other land hereinafter referred to as the dominant tenement or tenements, as follows, to wit:

ARTICLE I

GENERAL RESTRICTIONS

Section 1. Single Family Dwellings

No building or structure shall be constructed, maintained or altered upon said property covered hereby or any portion thereof which shall be used, designed or intended to be used for any purpose other than for single family dwelling purposes, and no portion of said property shall be used for any purpose other than for single family dwelling purposes: provided that accessory buildings as hereinafter defined for use and used in connection with single family dwellings may also be

constructed and maintained upon said real property, and temporary buildings may be constructed or maintained hereunder upon said property as hereinafter provided in Section 5 of this Article I for sales office use or other use incident to the tract improvement of said property and the original sale thereof after such tract improvement; and provided also that the foregoing shall be subject to the provisions of Section 4(b) of this Article I and shall not prevent normal public utilities, sewer line, road, bridle trail and landscaping use customary in connection with single family dwelling use.

Section 2. Construction and Occupancy

No building or structure upon said property or any portion thereof shall be in any manner occupied in the course of original construction or until the same is completed and made to comply with the restrictions, covenants and conditions contained in this Declaration. All work of construction on each such building or structure shall be prosecuted diligently and continuously from the time of commencement of construction until the same shall be fully completed, except to the extent prevented by strikes, lockouts, the elements, or Acts of God, or any like matters. No building or structure shall be moved upon said property from any other location, and all construction thereon shall be new.

Section 3. Maintenance and Repairs

All buildings and other structures upon said property and each portion thereof shall at all times be maintained in good condition and repair and well and properly painted.

Section 4. Drilling and Mining

(a) No derrick or other structure designed for use in or used for boring or drilling for water, oil or natural gas shall be erected, placed or permitted upon or above the surface of said property or any portion thereof nor shall any water, oil, natural gas, petroleum, asphaltum or other hydrocarbon products or substances be produced or extracted from any well or wells located upon, in or under said property covered hereby or any portion thereof.

(b) No mining operation or quarrying shall be carried on upon any part of said property, and no rock shall be taken or removed from said property which is intended to be used or is used for commercial purposes or for the purpose of the sale or marketing thereof excepting to the extent consented to in writing by Grantor and Grantee (as "Grantee" is hereinafter defined), provided that rock may be taken from said property for the purpose of use in the construction of homes and improvements on said property.

Section 5. Temporary Quarters

(a) No trailer, tent or temporary quarters for living purposes or otherwise (except as provided in subsection (b) of this Section 5) shall at any time be placed upon said property, and no building or structure shall be placed upon any building site upon said property (as a building site is hereinafter defined) prior to the erection and completion of the main dwelling upon such building site, unless otherwise consented to in writing by Grantor.

(b) Temporary buildings for use and used only for construction and administration purposes incidental to the first and original subdivision of any portion of said property and the initial construction of improvements and dwellings thereon may be constructed and maintained hereunder upon said property covered hereby during the period during which such work of improvement and construction is being carried on upon any portion of said property covered hereby, and a temporary sales office for use and used only for the first and original sale of lots and/or homes upon said property or any portion thereof following such subdivision of any portion of said property may be constructed and maintained hereunder upon said property covered hereby during such original sale of lots and/or homes upon any portion thereof: provided, however, that said temporary buildings used for construction or administrative purposes shall be promptly removed upon the completion of such

construction work upon the whole of the property covered hereby, and said sales office shall be promptly removed upon the completion of the first and original sale of dwellings and lots upon the whole of said property covered hereby.

Section 6. Outhouses

No privy shall be erected, maintained or used upon any portion of said property, but a temporary privy may be permitted during the course of construction of a building. Any lavatory, toilet or water closet which shall be erected, maintained or used upon said real property shall be enclosed and located within a building permitted under this Declaration to be erected on said property, and shall be properly connected with an underground septic tank or other method of disposal which is so constructed and operated that no offensive odor shall arise or otherwise escape therefrom.

Section 7. Nuisances

No rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any portion of said property which render such portion of property unsanitary, unsightly, offensive or detrimental to any property in the vicinity thereof or to the occupants of any such property in such vicinity; nor shall any animals, livestock, poultry, birds or reptiles, either in singular or plural number, be kept upon any portion of said property for commercial purposes or

which produce an odor or noise operating to disturb the reasonable comfort of any occupant of property in the vicinity thereof or which are detrimental or injurious to any property in such vicinity; nor shall any nuisance exist upon any portion of said property which is detrimental to any property in the vicinity of such nuisance or to the occupant of any such property in such vicinity. No pig or pigs, hog or hogs shall be kept upon any part of said property.

Section o. Signs and Billboards

No sign or billboard of any character shall be erected, posted, painted or displayed on any portion of said property excepting that residential signs giving the name of the occupant and/or the address of the building site may be displayed upon such site: provided that temporary signs in connection with the original subdivision and sale of said property or portions thereof and homes thereon may be maintained on any portion of the property covered hereby under the provisions hereof during the course of the construction of improvements and homes on such portion of said property and during the first and original sale of homes and/or lots in said portion of said property.

ARTICLE II

BUILDING SITES, ARCHITECTURAL
REQUIREMENTS AND SUBDIVISION MAPSSection 1. Building Sites

Each lot set forth upon and established by the latest subdivision map covering said property subject hereto or any portion thereof, and hereafter recorded in the office of the County Recorder of Los Angeles County, California, shall be a building site as the term is used in this Declaration. No building site provided for under this Declaration shall be used for more than one single family dwelling together with accessory outbuildings in connection therewith, and only one such single family dwelling and accessory buildings in connection therewith shall be constructed or maintained upon any building site, and no dwelling, building or structure shall be constructed or maintained upon any portion of said property covered hereby that is not a building site as defined herein: provided that building sites hereunder may be changed and varied as to boundary lines and size (whether or not such change or variation conforms to subdivision map lot lines) by written agreement between the then owner of record of the building site or sites to be so changed and Grantor and Grantee, duly recorded in the office of said County Recorder of Los Angeles County.

Section 2. Architectoral Control

No dwelling, building, fence or structure shall be constructed, placed or maintained on any portion of said property covered hereby unless the plans and specifications therefor and the color plan therefor and the plot plan showing the location thereof have been approved in writing by Grantor; and no alteration or change of any of the aforesaid buildings, structures or things which change the exterior appearance thereof or the type or kind or color thereof shall be made without the written approval of Grantor of the plans, detail and appearance thereof: provided that if the owner of the building site upon which any such dwelling, building, fence or structure is to be or has been constructed, placed, maintained or altered and Grantor are not able to agree upon any of the aforesaid matters referred to in this Section 2, and such dispute exists between them in connection therewith, then either of such parties may make a demand upon the other for arbitration of such matter or matters in dispute by filing with the other party a demand in writing for arbitration thereof. One arbitrator may be agreed upon by such parties to act in such arbitration, but in event the parties cannot agree upon a single arbitrator there shall be three arbitrators to act in such matter, with one arbitrator to be named in writing by each party within ten days after receipt of written demand from the other for such appointment, and a third arbitrator to be chosen by the two arbitrators so ap-

pointed. Should either party refuse or neglect to appoint said arbitrator to be appointed by such party within said ten-day period, the arbitrator who has been so appointed by the other party is empowered by both parties to proceed and act ex parte. If there be one arbitrator, his decision shall be binding, and if there shall be three arbitrators the decision of any two thereof shall be binding. Such decision shall be a condition precedent to any right of legal action and, if permitted by law, such decision may be filed in court to carry it into effect. In event of one arbitrator, the parties to such arbitration shall bear his compensation equally, and in event of three arbitrators each party shall bear the compensation of the arbitrator appointed by it or him, and the compensation of the third arbitrator shall be borne equally by the two parties. No one shall act as arbitrator who is in any way financially interested in the business affairs of either of the arbitrating parties.

Section 3. Certain Architectural Requirements

(a) No main dwelling shall be constructed, placed or maintained upon the property covered hereby or any portion thereof which has a ground floor area, exclusive of any porch, patio, covered but unenclosed area, garage or other accessory building (whether or not attached to such dwelling), of less than one thousand six hundred (1600) square feet if the same is

of one story only. No such dwelling or other building or structure upon said property shall be in excess of one story and one-half in height unless otherwise consented to in writing by Grantor and Grantee, and if of one story and one-half or (after consent by Grantor and Grantee) in excess of one story and one-half, said main dwelling may have a ground floor area, as defined above, of not less than one thousand one hundred (1100) square feet. The floor area containing the main living area shall be deemed the ground floor for a building in excess of one story.

(b) No roof area of any dwelling or other building constructed, placed or maintained on any portion of said property shall be of asphalt shingle or plain uncovered tar surface construction: provided, however, that, subject to the provisions of Section 2 of this Article II, nothing herein shall be construed to prevent the construction or installation or maintenance of rock or ceramic type roofing with tar base.

Section 4. Accessory Outbuildings

Accessory buildings which may be constructed and maintained on said property in connection with a single family dwelling shall be a garage, a patio or patios, a swimming pool with or without dressing rooms in connection therewith, and not more than one separate quarters, if without kitchen, to be used only by nonpaying guests or servants, and other accessory

buildings (exclusive of living quarters) customarily used in connection with single family dwellings: provided that no stable, barn or corral shall be constructed or maintained upon said property or any portion thereof without the written consent thereto of Grantor and Grantee.

Section 5. Subdivision Maps

No map of subdivision or resubdivision of said property covered hereby or any portion thereof and no record of survey covering or embracing said property covered hereby or any portion thereof shall be recorded or filed in the office of the County Recorder of Los Angeles County or with any other governmental authority or agency or otherwise used unless the same has the written approval thereon of Grantor; and, unless otherwise consented to in writing by Grantor, no such map or record of survey shall (a) set forth or provide for any lot of less than fifteen thousand (15,000) square feet in surface area, exclusive of roads and streets, or any lot which shall be of lesser area than is permitted under the then applicable zoning laws or any lot which is in excess of the surface area approved in writing by Grantor, and (b) the roads or streets set forth upon said map or record of survey shall provide reasonable access to and from the property covered by said map or record of survey and property adjoining and in the neighborhood thereof.

No such map or record of survey shall be changed or altered after the filing or recording thereof by any subsequent map or record of survey or otherwise without the written consent of Grantor thereon.

Section 6. Ownership after Foreclosure

Anything in this Declaration contained to the contrary notwithstanding, if after the conveyance by Grantor of the property covered hereby the Grantor or any person or other corporation, partnership or entity becomes the owner of said property or any portion thereof through the foreclosure of any trust deed, encumbrance or lien (or by deed in lieu of foreclosure of any such trust deed, encumbrance or lien), no requirement of approval, consent or agreement by Grantee provided for under any of the provisions of this Declaration shall apply to such property (or any building or structure thereon) title to which has been so obtained by foreclosure or by deed in lieu of foreclosure.

ARTICLE III

DURATION, ENFORCEMENT AND AMENDMENT

Section 1. Duration

All of the restrictions, covenants, conditions and reservations set forth in this Declaration shall continue and remain in full force and effect at all times against said property covered hereby and the owners thereof, subject to any

change or modification provided for in Section 2 of this Article III, until January 1, 1982, and as then in force shall continue automatically in force from that time for a period of ten (10) years and thereafter for successive periods of ten (10) years each without limitation unless within the six months prior to January 1, 1982, or within the six months period prior to the expiration of any successive ten (10) year period thereafter, a written agreement executed by the then record owners of more than three-quarters ($3/4$) in area of said property covered hereby and Grantor be placed on record in the office of the County Recorder of Los Angeles County by the terms of which agreement any of said restrictions, covenants, conditions or reservations may be changed, modified or extinguished in whole or in part as to the whole of the property then subject hereto in the manner and to the extent therein provided. In event that any such written agreement of extinguishment, change or modification be duly executed and recorded as provided herein, the original restrictions, covenants, conditions and reservations as therein modified shall continue in full force and effect for successive periods of ten (10) years unless and until further changed, modified or extinguished in the manner above provided.

Section 2. Modification of Restrictions

Amendment, change, modification or termination of all or any of the restrictions, covenants, conditions or reser-

ventions set forth and established in this Declaration may be effected from time to time as to said property or any portion thereof by written instrument duly executed by not less than seventy per cent (70%) of the then owners of record title to the property then covered by this Declaration and Grantor, duly executed and placed of record in the office of the County Recorder of Los Angeles County: provided, however, that, subject to the provisions of Section 1 of Article II hereof as to changes as to building sites, no amendment, change or modification or termination shall be made without the written consent of the owners of record in the office of said County Recorder of not less than two-thirds ($2/3$) in area of all lands which are a part of said property then covered hereby duly executed and recorded in the office of said County Recorder, and further provided that no amendment, change, modification or termination which does not apply to and affect all of the property then covered by this Declaration shall be made as to any portion of said property without the written consent of the record owners of such portion. "Owners of record title" and "owners of record" as the terms are used in this Section 2 shall include mortgagees under recorded mortgages and trustees under recorded deeds of trust, as well as owners of record of fee title.

Section 3. Reversion of Title

A breach of any of the restrictions, covenants and/or conditions established by or under this Declaration shall cause the building site, lot or parcel upon which such breach occurs to revert to Grantor, and Grantor as the owner of such reversionary right shall have the immediate right of re-entry into and upon such building site, lot or parcel upon which such breach occurs, and Grantor hereby reserves such reversionary right unto itself and its successors and assigns: provided, however, that no such reversion shall occur and no such right of re-entry shall accrue until the expiration of ninety (90) days after Grantor has given the owner of record in the office of the County Recorder of Los Angeles County of such building site, lot or parcel upon which such breach has occurred written notice of such breach, and then only in event such breach has not been remedied and cured during such 90-day period. No such right of reversion or re-entry and no reversion or re-entry shall in any manner whatsoever affect or impair any bona fide mortgage or trust deed (or the lien or title thereof) which may have been or which may be given in good faith and for value; provided further, however, that any subsequent owner of any such building site, lot or parcel shall be bound by the restrictions, covenants, conditions and reservations provided for in this Declaration, whether obtained by foreclosure or trust deed sale or otherwise.

Section 4. Nuisances and Enforcement of Restrictions

(a) Every act or omission whereby any restriction, covenant or condition in this Declaration set forth or to which said property or any portion thereof is subject is violated in whole or in part is declared to be and does constitute a nuisance and may be enjoined or abated by Grantor and/or by the then owner or owners of any building site, lot or parcel embraced within said property covered hereby or hereinafter in this Section 4 described. Each remedy provided for in this Declaration shall be deemed cumulative and not exclusive.

(b) The restrictions, covenants and conditions imposed upon said property covered by this Declaration and the rights and remedies under this Declaration (with the exception of the reversionary rights provided for in Section 3 of this Article III) shall also run in favor of (but not be binding upon) the land now owned of record in the office of the County Recorder of Los Angeles County by Grantor and each portion thereof in the following described area and the land now owned of record in the office of said County Recorder by Rancho Palos Verdes Corporation, a Delaware corporation, and Capital Company, a California corporation, as tenants in common, and each portion thereof, embraced within the following described area, as a dominant tenement and in favor of the present and future owners thereof, and as otherwise provided in this Declaration; said area above referred to as "the following described area"

being the land (exclusive of the land heretofore described as being subject to this Declaration) embraced within Tax Parcels 52, 72, 73, 74 and 115 of L.A.C.A. No. 51, in the County of Los Angeles, State of California, as per map recorded in Book 1 at page 1 of Assessor's Maps in the office of the County Recorder of said County.

ARTICLE IV

MISCELLANEOUS

Section 1. Acceptance of Provisions by Grantees

Each grantee, owner, lessee and occupant of any building site, lot or parcel embraced within said property covered hereby or holder hereafter of a contract of sale covering any such building site, lot or parcel accepts such building site, lot or parcel and the possession thereof subject to all of the restrictions, covenants, conditions and reservations provided for in this Declaration, and each and all of the restrictions, covenants and conditions contained herein is and are for the benefit of each owner of said property or any portion thereof and as otherwise provided in this Declaration, and each and all of said restrictions, covenants and conditions shall inure to and pass with each and every building site, lot or parcel of said property and shall apply to and bind the respective owners of said property and their successors in interest.

Section 2. Construction and Validity

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

Section 3. Waiver Clause

The failure by Grantor or any owner of any building site, lot or parcel covered hereby or any other person to enforce any of the restrictions, covenants, conditions or reservations to which said property or any part thereof is subject shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, covenant or reservation.

Section 4. Successors and Assigns of Grantor -
Definition of Grantee

(a) The rights and powers of Grantor under this Declaration shall run in favor of Grantor and the successors and assigns of Grantor; and said rights and powers hereunder, or any of them, may be assigned and transferred in whole or in part by the Grantor by written instrument recorded in the office of the County Recorder of Los Angeles County to any person or persons, partnership or corporation.

(b) The term "Grantee", as used herein, shall mean YOUNG LAND CO.

IN WITNESS WHEREOF, Grantor has affixed its signature the day and year first above set forth.

PALOS VERDES PROPERTIES,
a Partnership

By Rancho Palos Verdes Corporation

By [Signature]
Vice President

By [Signature]
Assistant Secretary

By Capital Company

By [Signature]
Vice President

By [Signature]
Assistant Secretary

STATE OF CALIFORNIA)
 : ss.
County of Los Angeles)

On this 7th day of April, 1959, before me,
the undersigned, personally appeared WILLIAM J. HARRIS
known to me to be the Vice President, and WILLIAM J. HARRIS
known to me to be the Assistant Secretary of Rancho Palos Verdes
Corporation, the corporation that executed the within instru-
ment, and known to me to be the persons who executed the within
instrument on behalf of said corporation, said corporation
being known to me to be one of the partners of Palos Verdes
Properties, the partnership that executed the within instru-
ment, and acknowledged to me that such corporation executed the
same as such partner and that such partnership executed the
same.

WITNESS my hand and official seal.

WILLIAM J. HARRIS
Notary Public
in and for said County and State

My Commission Expires: My Commission Expires Feb. 15, 1958

STATE OF CALIFORNIA)
County of Los Angeles) ss.

On this 11 day of March, 1959, before me, the undersigned, personally appeared Mary D. Jones known to me to be the Vice President, and W. A. Jones known to me to be the Assistant Secretary of Capital Company, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of Palos Verdes Properties, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Mary D. Jones
Notary Public
in and for said County and State

My Commission Expires: Feb. 15, 1960

EXHIBIT 1

That portion of Lots 73 and 74 of LACA #31 in the County of Los Angeles, State of California, as far map recorded in Book 1, page 10, Ascension Map, in the Office of the Recorder of said County, described as follows:

Beginning at an angle point in a southwesterly boundary of the City of Rolling Hills as said boundary existed on August 6, 1957; said angle point being the most southerly corner of the land described as Parcel #1 in deed recorded as Document #1524 on February 11, 1943 in Book 20433, page 358 of Official Records of said county; thence along the southwesterly and westerly boundary of said City of Rolling Hills North $61^{\circ} 39' 25''$ West 1714.60 feet, North $74^{\circ} 47' 20''$ West 874.40 feet and North $9^{\circ} 38' 40''$ East 164.24 feet to the southeasterly corner of the land described as Parcel #1 in deed to the Roman Catholic Arch Bishop of Los Angeles, a corporation, recorded as Document #2134 on August 10, 1956 in Book 51988, page 294 of said Official Records; thence along the southerly boundary of said last mentioned land North $87^{\circ} 53' 50''$ West 509.07 feet and North $79^{\circ} 18' 53''$ West 1169.51 feet to the easterly boundary of Crenshaw Boulevard 80 feet wide, described as Parcel A in deed to said County of Los Angeles, recorded as Document #3752 on March 2, 1950 in Book 32445, page 154 of said Official Records; thence southerly and southeasterly along the easterly and northeasterly line of said Crenshaw Boulevard, the following courses and distances; southeasterly along the curve concave northeasterly and having a radius of 960 feet, a distance of 789.17 feet, South $53^{\circ} 08' 25''$ East 142.25 feet, southeasterly along a curve concave southwesterly and having a radius of 6040 feet, a distance of 945.98 feet and South $44^{\circ} 10' 00''$ East 67.92 feet; thence leaving said Parcel A of O.R. 32445 - 154 and following the location of the easterly and northeasterly lines of Crenshaw Blvd. adopted by the County Surveyor in May, 1953, and as shown on County Surveyors Map No. B-1504-2, the following courses and distances; continuing southeasterly along a curve concave northeasterly having a radius of 860 feet and tangent to said last mentioned curve a distance of 603.75 feet; thence South $84^{\circ} 23' 25''$ East 208.77 feet to the beginning of a tangent curve concave southerly and having a radius of 5040 feet; thence easterly along said last mentioned curve 403.29 feet; thence South $79^{\circ} 48' 20''$ East 483.62 feet to the beginning of a tangent curve concave southwesterly and having a radius of 440 feet; thence southwesterly along said last mentioned curve 155 feet; thence North $62^{\circ} 21' 50''$ East 338.03 feet; thence North $77^{\circ} 01' 30''$ East 136.11 feet; thence North $69^{\circ} 08' 40''$ East 268.57 feet; thence North $59^{\circ} 10' 10''$ East 338.02 feet to the point of beginning.

CPH
7/15