

3-6-1940

DECLARATION AND AGREEMENT TERMINATING DECLARATION NO. 100 RECORDED IN BOOK 9436, PAGE 155, OFFICIAL RECORDS OF LOS ANGELES COUNTY, AND DECLARATION NO. 101, RECORDED IN BOOK 9482, PAGE 37, OFFICIAL RECORDS OF SAID COUNTY, AND DECLARING AND ESTABLISHING RESTRICTIONS AND CONDITIONS AFFECTING EACH OF THE PARCELS DESCRIBED IN SAID DECLARATION NO. 101.

THIS AGREEMENT AND DECLARATION, made and entered into by and between PALOS VERDES CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of Delaware, first party, and COMMUNITY ASSOCIATION OF PALOS VERDES, second party, and the persons and corporations signing this agreement as owners, third parties,

W I T N E S S E T H: WHEREAS, said PALOS VERDES CORPORATION did on the 10th day of October, 1929, record in the office of the County Recorder of Los Angeles County, California, in Book 9436, Page 155, Official Records, a certain Declaration No. 100 of Establishment of Basic Protective Restrictions, Conditions, Covenants, Reservations, Liens and Charges Affecting the Real Property known as Palos Verdes Rancho, and therein particularly described, and which Declaration is hereinafter referred to as "Declaration No. 100"; and

WHEREAS, said PALOS VERDES CORPORATION did on the 16th day of October, 1929, record in the office of said County Recorder in Book 9482, Page 37, Official Records of said County, Declaration No. 101 of Establishment of Local Protective Restrictions, et cetera, Affecting that certain real property therein described, and which Declaration is hereinafter referred to as "Declaration No. 101"; and

WHEREAS, said PALOS VERDES CORPORATION is the owner of the reversionary interests created by, or which may arise under, said Declaration No. 100 and said Declaration No. 101, and is also the owner of record of more than two-thirds (2/3) in area of all of the property described in said Declaration No. 100 and said Declaration No. 101; and

WHEREAS, said third parties are the owners of all of the parcels of real property described in said Declaration No. 101; and

WHEREAS, PALOS VERDES CORPORATION and said owners, third parties herein, and said Community Association of Palos Verdes, are the owners of record (including the mortgagees under recorded mortgages and the trustees under recorded deeds of trust) of all of the real property or of any interest therein covered by and described in said Declarations Nos. 100 and 101, and desire to terminate each and every of said basic conditions, restrictions, reservations, covenants, liens or charges set forth and established by Declaration No. 100 and each and every of the local protective restrictions, conditions, reservations, covenants, liens and charges set forth in Declaration No. 101, and to establish and declare in lieu thereof certain restrictions, covenants and conditions covering and affecting each of the parcels of land described in said Declaration No. 101; and

WHEREAS, the said Declarations Nos. 100 and 101 provide and authorize that the same, and either of them, may be terminated by PALOS VERDES CORPORATION, or its successors in interest, who are at that time the owners of the reversionary rights, by mutual agreement with the owners of record (including mortgagees under recorded mortgages and trustees under recorded deeds of trust), and with the Community Association of Palos Verdes, duly executed and placed of record in the office of the County Recorder of Los Angeles County, California:

NOW, THEREFORE, it is mutually covenanted and agreed by and between PALOS VERDES CORPORATION, Community Association of Palos Verdes, and each and all of the owners of real property in the tract or tracts of land described in said Declarations Nos. 100 and 101:

A. TERMINATION OF EXISTING DECLARATIONS.

1. That said Declaration No. 100 and said Declaration No. 101 are, and each of them is, hereby terminated as of the date of this instrument, and the real property or any parcel of property covered by or described in either of said Declarations is hereby released, freed and discharged of each and every restriction, condition, covenant, reservation, lien and/or charge set forth in said Declarations, or either of them.

2. That all of the powers, rights, titles, functions, duties and obligations of Community Association of Palos Verdes in respect to said real property, or any part thereof, or under said Declarations Nos. 100 and 101, or either of them, are hereby terminated, surrendered, discharged and annulled, except that said Community Association shall have the right and power to execute such further and other agreements, conveyances and instruments as may be necessary and proper to carry out the objects and purposes of this agreement.

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3. That each party to this agreement does hereby expressly release and discharge each and all of the other parties hereto of any claim or demand arising out of, or claimed to arise out of, the said Declarations Nos. 100 and 101, or either of them, or the termination thereof by the execution and recordation of this agreement.

B. Declaration and Establishment of New Restrictions and Conditions.

Notwithstanding the provisions of Part A hereof, PALOS VERDES CORPORATION and the third parties hereto do hereby establish and declare that the property hereinafter described and consisting of substantially all of the property described as Parcels 1 to 7, inclusive, in said Declaration No. 101 shall be subject to the following covenants, conditions, restrictions and reservations which are imposed pursuant to a general plan for the improvement of the lands and real property covered by Declarations Nos. 100 and 101, and for the mutual benefit of each owner of any part or parcel of said property, and said covenants, conditions, restrictions and reservations shall inure to and pass with each and every lot or parcel into which the property hereinafter described may hereafter be divided or subdivided, and are imposed upon the property comprising said Parcels 1 to 7, inclusive, as herein defined, described and set forth, and of each part thereof, as a servitude in favor of each and every other parcel or part thereof. The property subject to this Declaration of Restrictions is described as follows:

It is understood, agreed and declared that by reason of deeds of conveyances of parts of what was formerly Parcel No. 2 as described in Declaration No. 101, the said parcel now consists of Parcels 2C, 2A and 2B as hereinafter described, and that the property and the parcels thereof subject and hereby made subject to this Declaration shall be Parcels 1, 2C, 2A, 2B, 3, 4, 5, 6 and 7 and shall be included within the phrase "Parcels 1 to 7, inclusive". That for the purposes of this Declaration Parcels 1, 3, 4, 6 and 7 and the description thereof contained in said Declaration No. 101 are hereby adopted and incorporated as the description of Parcels 1, 3, 4, 6 and 7 under this Declaration; that Parcels 2C, 2A, 2B and 5 are described as follows:

PARCEL 2C: All of the property described as Parcel 2 in said Declaration No. 101, excepting therefrom the lands and premises described in Parcels 2A and 2B next hereinafter described.

PARCEL 2A: That portion of Parcel 2 described in said Declaration No. 101, described as follows:

Beginning at the most Easterly corner of said Parcel 2, said corner being the Southeasterly terminus of a line therein, having a bearing South 55° 58' 43" East 63.58 feet; thence Southwesterly along the Easterly line of said Parcel 2, said Easterly line being the arc of a curve concave Southeasterly, having a radius of 620.83 feet, a radial line to said curve at said point bearing North 55° 58' 48" West, a distance of 216.52 feet to the end thereof and the beginning of a tangent compound curve concave to the East and having a radius of 540 feet; thence Southerly along said last mentioned curve 96 feet to the true point of beginning; thence continuing Southerly along the arc of said last mentioned curve 213.02 feet; thence South 18° 45' East 95.61 feet to the beginning of a tangent curve concave to the West and having a radius of 260 feet; thence Southerly along said last mentioned curve 235.05 feet; thence South 33° 02' 50" West 380.16 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 80.27 feet; thence Southwesterly along said last mentioned curve 103.61 feet to a point in the Southwesterly boundary of said Parcel 2; thence along said Southwesterly boundary the following courses and distances: North 72° 59' 50" West 462.72 feet to the beginning of a tangent curve concave Northeasterly and having a radius of 740 feet; Northwesterly along the arc of said last mentioned curve 159.05 feet; thence North 47° 44' 20" East 305.15 feet; thence North 36° 30' 25" East 397.71 feet; thence North 68° 33' 15" East 423.47 feet to the true point of beginning.

PARCEL 2B:

Beginning at the true point of beginning of the above described Parcel 2A, thence along the Northwesterly boundary of said Parcel 2A the following courses and distances:

South 68° 33' 15" West 423.47 feet, South 36° 30' 25" West 397.71 feet and South 47° 44' 20" West 305.15 feet to the most Westerly corner thereof and a point

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in the Southwesterly boundary of Parcel 2 described in said Declaration No. 101; thence Northwesterly along said Southwesterly boundary the following courses and distances: 293.42 feet along the arc of a curve concave Northeasterly and having a radius of 740 feet and North 37° 57' 50" West 87.72 feet; thence North 46° 05' 53" East 224.33 feet; thence North 28° 55' 38" East 209.22 feet; thence North 49° 42' 25" East 649.49 feet to a point; thence Southeasterly along the arc of a curve concave Northeasterly having a radius of 140 feet, a radial line to said curve at said point bearing South 49° 42' 25" West, a distance of 105.13 feet; thence South 83° 19' East 91.44 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 275 feet; thence Southeast-erly along the arc of said last mentioned curve 83.07 feet; thence South 64° 58' 00" East 168.10 feet to a point in the Easterly line of Parcel 2 of said Declaration No. 101; thence Southerly along said Easterly line the following courses and distances: 94.14 feet along the arc of a curve concave Easterly, having a radius of 620.33 feet to the be-ginning of a tangent compound curve concave Easterly and having a radius of 540 feet; thence Southerly along the arc of said last mentioned curve 93 feet to the point of be-ginning.

PARCEL 5:

All of the property described as Parcel 5 in said Declaration No. 101, excepting that portion lying East of the following described line:

Beginning at the Northeasterly corner of the land described in deed to E. W. Harden and wife, recorded in Book 10038, Page 81 of Official Records of said County of Los Angeles; thence along the Northerly line of said land South 66° 40' 50" West 35 feet; thence South 3° 27' 45" East 253.86 feet; thence South 3° 54' 50" West 310.05 feet; thence South 5° 21' 50" West to Mean High Tide Line of the Pacific Ocean.

1. Limitation of Occupancy and Ownership.

(a) No part of said property shall be sold, conveyed, rented or leased in whole or in part to any person of African or Asiatic descent or to any person not of the White or Caucasian race.

(b) No part of said property shall be used or occupied or permitted to be used or occupied in whole or in part by any person of African or Asiatic descent or by any person not of the white or Caucasian race, except that domestic servants, chauffeurs, hostlers, laborers, farm-hands, or gardeners of other than the white or Caucasian race may live on or occupy the premises where their employer resides.

2. No part of said property shall be subdivided or re-subdivided, nor shall any map of the same be made or 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 PALOS VERDES CORPORATION, and no such subdivision or re-subdivision of Parcels 1, 2C, 3, 4 and 6 shall provide for the creation of any lot of an area less than one-half (1/2) acre, nor for the creation of any lot of an area less than two (2) acres in the subdivision or re-subdivision of Parcels 2A, 2B, 5 and 7.

3. No dwelling, garage, stable or other building for the housing of animals, hotel, inn or other building shall be erected, altered or maintained upon, under or above any part of said Parcels 1 to 7, inclusive, unless and until plans and specifications therefor prepared by a certified architect showing the construction, nature, kind, shape, height and material shall have been submitted to and approved in writing by PALOS VERDES CORPORATION.

4. No building, structure or premises shall be erected, constructed, altered or maintained on said Parcels 1 to 7, inclusive, nor on any part thereof, which shall be used, designed or intended to be used for any purpose other than that of a single family dwelling except that on Parcels 2, (except on a strip one hundred feet (100') wide along the southwesterly boundary thereof adjacent to the county road) 3, 4 and 6 there may be erected and altered and maintained private dwellings, hotels, restaurants and other resi-dential income property, and except also that on each of said tracts or parcels usual and customary accessory buildings such as garages, stables, greenhouses, servants quarters and houses and enclosures for animals may be erected, altered and maintained, and except on Parcel #1 a club or club house may be erected, altered and maintained.

5. There shall never at any time be erected, permitted, maintained or carried on upon said Parcels 1 to 7, inclusive, or any part thereof, any saloon or place for the sale or manufacture for sale of malt, vinous or spirituous liquors except in or connection with

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any hotel, inn and/or restaurant located on Parcels 1, 2, 3, 4 and 6.

The breach of the foregoing covenants, conditions, restrictions and reservations shall cause said premises, together with appurtenances thereto belonging to be forfeited to and revert to PALOS VERDES CORPORATION, its successors and assigns, who shall have the right of immediate entry upon said premises in the event of such breach, but the breach of any of the foregoing restrictions or any entry by reason of said breach, shall not defeat nor affect the lien of any mortgage or deed of trust made in good faith and for value upon said lands, or upon any part or subdivision thereof, provided, however, that the breach of said covenants, conditions, restrictions and reservations may be enjoined, abated or remedied by appropriate proceedings by PALOS VERDES CORPORATION, its successor and assigns, to the reversionary rights hereunder, as well as by the owner or owners of any other lot or parcel of land comprised within said Parcels 1 to 7, inclusive.

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C. Agreements, Attestation and Representations.

PALOS VERDES CORPORATION, first party hereto, and the subscribed owners, third parties hereto, constitute all of the owners of and parties interested in the property covered and described in said Declarations Nos. 100 and 101, and are all the members of Community Association of PALOS VERDES and as such owners and members do and each does hereby waive hearing by or before the Board of Directors of the Association on the matter of the modification, amendment or termination of said Declarations Nos. 100 and 101, and do hereby authorize, empower and direct the Board of Directors and the officers of said Association to take all proper steps and proceedings necessary to make effective this agreement and Declaration and to dissolve said Association.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the 5th day of February, 1940.

(CORPORATE SEAL)

PALOS VERDES CORPORATION,
By FRANK A. VANDERLIP, JR., President.
By HARRY E. BENEDICT, Secretary.

First Party

(CORPORATE SEAL)

COMMUNITY ASSOCIATION OF PALOS VERDES
By A. E. HANSON
By HAROLD H. STREIGHT

Second Party

(CORPORATE SEAL)

FILIORUM CORPORATION
By HARRY E. BENEDICT, Vice President
By KELVIN COX VANDERLIP, Assistant Secretary.
FRANCES H. BENEDICT
HARRY E. BENEDICT
EDWARD W. HARDEN
RUTH V. HARDEN
E. D. LEVINSON
GERTRUDE LEVINSON

Third Parties

STATE OF XXX NEW YORK, COUNTY OF XXX NEW YORK)ss. On this 5th day of Feb, in the year nineteen hundred and 40, A. D., before me, J. J. HARBRECHT a Notary Public in and for said County, personally appeared FRANK A. VANDERLIP - known to me to be the President, and H. E. BENEDICT known to me to be the Secretary of PALOS VERDES CORPORATION the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation within named, and acknowledged to me that such Corporation executed the same.

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

(NOTARIAL SEAL)

J. J. HARBRECHT, NOTARY PUBLIC,

NASSAU COUNTY NO. 2052 Cert. filed in N.Y.Co. No. 974, Reg. No. O-H-562 Commission expires March 30, 1940. Notary-Public-in-and-for-Los-Angeles-County, State-of-California-

STATE OF XXX NEW YORK, COUNTY OF XXX NEW YORK)SS. ON THIS 5th day of Feb., in the year nineteen hundred and 40 A. D., before me, J. J. HARBRECHT a Notary Public in and for said County, personally appeared H. E. BENEDICT known to me to be the Vice President, and KELVIN COX VANDERLIP, known to me to be the Assistant Secretary of FILIORUM CORPORATION the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation within named, and acknowledged to me that such Corporation executed the same.

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

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J. J. HARBRECHT, NOTARY PUBLIC,

NASSAU COUNTY NO. 2052 Cert. filed in N. Y. Co. No. 974, Reg. No. O-H-562
Commission Expires March 30, 1940.

~~Notary Public in and for Los Angeles County, State of California.~~

STATE OF NEW YORK, COUNTY OF XX NEW YORK)SS. ON THIS 5th day of Feb., A. D., 1940,
before me, J. J. HARBRECHT, a Notary Public in and for said County and State, personally
appeared H. E. BENEDICT and FRANCES H. BENEDICT, his wife, known to me, (or proved to me
on the oath of--), to be the persons whose names are subscribed to the within Instrument,
and acknowledged to me that they executed the same.

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

(NOTARIAL SEAL)

J. J. HARBRECHT, NOTARY PUBLIC, NASSAU COUNTY NO. 2052

Cert. filed in N.Y. Co. No. 974, Reg. No. O-H-562 Commission Expires March 30, 1940.

~~Notary Public in and for said County and State.~~

STATE OF XX NEW YORK, COUNTY OF XX NEW YORK)SS. ON THIS 5th day of Feb., A. D., 1940,
before me, J. J. HARBRECHT a Notary Public in and for said County and State, personally
appeared EDWARD W. HARDEN and RUTH V. HARDEN, his wife, known to me, (or proved to me on
the oath of--), to be the persons whose names are subscribed to the within Instrument, and
acknowledged to me that they executed the same.

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

(NOTARIAL SEAL)

J. J. HARBRECHT, NOTARY PUBLIC, NASSAU COUNTY NO. 2052

Cert. filed in N.Y. Co. No. 974, Reg. No. O-H-562 Commission Expires March 30, 1940.

~~Notary Public in and for said County and State.~~

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES)ss. On this 20th day of February, 1940,
before me, Mary M. Eich, a Notary Public in and for said County, personally appeared
E. D. LEVINSON and GERTRUDE LEVINSON, known to me to be the persons whose names are
subscribed to the foregoing instrument and acknowledged to me that they executed the
same.

WITNESS my hand and official seal.

(NOTARIAL SEAL)

MARY M. EICH, NOTARY PUBLIC

IN AND FOR THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES)ss. On this 21st day of February in the
year nineteen hundred and 40, A. D., before me, ESSIE McCORMICK, a Notary Public in and
for said County, personally appeared A. E. HANSON known to me to be the President, and
HAROLD H. STREIGHT known to me to be the Secretary of COMMUNITY ASSOCIATION OF PALOS
VERDES the Corporation that executed the within instrument, known to me to be the persons
who executed the within instrument on behalf of the Corporation within named, and ack-
nowledged to me that such Corporation executed the same.

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

(NOTARIAL SEAL)

ESSIE McCORMICK, NOTARY PUBLIC

IN AND FOR LOS ANGELES COUNTY, STATE OF CALIFORNIA.

THIS IS TO CERTIFY that the foregoing agreement was approved by the Board of
Directors of COMMUNITY ASSOCIATION OF PALOS VERDES at a meeting duly and regularly
called, noticed and held on the 20th day of February, 1940, at Los Angeles, California,
and after proceedings properly taken pursuant to the provisions of the Articles of Incorporation
of said COMMUNITY ASSOCIATION OF PALOS VERDES, the By-Laws of said corporation,
the laws of the State of California, and the provisions of Declaration No. 100, recorded
in Book 9436, Page 155, Official Records of Los Angeles County, and Declaration No. 101,
recorded in Book 9482, Page 37, Official Records of Los Angeles County.

(CORPORATE SEAL)

COMMUNITY ASSOCIATION OF PALOS VERDES

By A. E. HANSON, President.

By HAROLD H. STREIGHT, Secretary.

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES)ss. On this 29th day of February, in the
Year nineteen hundred and 40, A. D., before me, ESSIE McCORMICK a Notary Public in and for
said County, personally appeared A. E. HANSON known to me to be the President, and HAROLD
H. STREIGHT known to me to be the Secretary of COMMUNITY ASSOCIATION OF PALOS VERDES
the Corporation that executed the within instrument, known to me to be the persons who
executed the within instrument on behalf of the corporation within named, and acknowledged
to me that such Corporation executed the same.

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

(NOTARIAL SEAL)

ESSIE MCCORMICK, NOTARY PUBLIC

IN AND FOR LOS ANGELES COUNTY, STATE OF CALIFORNIA.

#1328 COPY OF ORIGINAL RECORDED AT REQUEST OF TITLE INS. & TR. CO: MAR 6 1940, 3:15 PM
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