

# Palisair Home Owners Association

A NON-PROFIT CORPORATION

(incorporated August 23, 1960)  
15304 Sunset Boulevard, Pacific Palisades, California  
Law Offices Scudder & Forde - GL. 4-1371

CONDENSED EDITION OF THE  
DECLARATIONS OF ESTABLISHMENT OF PROTECTIVE  
COVENANTS AND RESTRICTIONS  
AS IMPOSED UPON ALL LAND IN TRACTS 15944, 15948, and 19890

by the Declarants and as amended by the "Art Jury" or "Tract Committees" appointed by them:

Declarants for Tract 15944

Harry M. Eichelberger, Jr.,  
and Eichelberger & Harwood, Inc.

Art Jury for Tract 15944

Ben Harwood  
Harry M. Eichelberger, Jr.  
George B. Hyland

Declarants for Tracts 15948 and 19890  
Palisair, Inc.

Tract Committees for Tracts 15948 and 19890

Office: 240 - 26th Street, Santa Monica, California - EX. 5-9584

RECORDATION DATA IN OFFICIAL RECORDS, LOS ANGELES COUNTY

<u>Tract Map for</u>	<u>Tract 15944</u>	<u>Tract 15948</u>	<u>Tract 19890</u>
Book of Maps	481	589	627
on Pages	4-5	36-38	46-60
Number of Lots	28	52	57
<u>Restrictions dated</u>	July 10, 1953	February 21, 1956	January 31, 1958
Recorded on	July 13, 1953	February 21, 1956	February 3, 1958
Document No.	3215	3811	2874
Book and Page	42199, p. 393	50383, p. 176	56464, p. 64
<u>Amendment dated</u>	February 22, 1955		March 9, 1960
	Sec.1 of Art.II-now Art.III-only		Sec.2 of Art.III only
Recorded on	February 24, 1955		March 11, 1960
Document	5549		1480
Book and Page	47008, p. 256		M465, p.782
<u>Amendment dated</u>	August 29, 1960	August 29, 1960	August 25, 1960
	General Modifications for Consolidation Purposes; Conveyance of Tract Committee Powers to Palisair Home Owners Association		
Recorded on	August 30, 1960	August 30, 1960	August 26, 1960
Document	3370	3371	3650
Book and Page	M592, p. 891	M592, p.896	M590, p.443
<u>Deed Dated</u>	November 1, 1960	October 10, 1960	November 1, 1960
	Conveyance of Ownership of Reversionary Rights to Palisair Home Owners Association		
Recorded on	November 2, 1960	October 13, 1960	November 2, 1960
Document Number	3337	4649	3336
	D 1025, p. 2	D 1064, p. 794	D 1024, p. 997

P R E F A C E

The full text of the restrictions and amendments as recorded is available for inspection at the offices of the Association, of the Declarants, and of most real estate brokers, escrow and title insurance companies operating in the area, and also, by

(Preface continued)

appointment, at the homes of the Association officers. Every owner should attentively read this Condensed Edition. We have added as footnotes some explanatory remarks and statements of policy.

We recommend that resident owners read with special care Sections 3, 6, and 8 of Art. II, 9 and 11 of Art. III, 6 of Art. IV, and 2 of Art. V. Owners of vacant lots and those who intend to have exterior alterations of existing homes done or a pool, a new room, or other structures added, should not fail to read Sections 1, 2, 4, 5, 8, 9, and 10 of Art. III, 2, 4, and 6 of Art. IV, and 2, 3, 4, and 7 of Art. V.

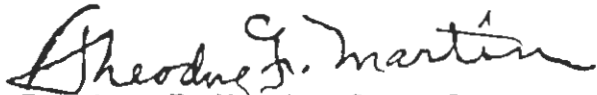
These restrictions, which it is our task to maintain, are among the best in Los Angeles, just as our area is among the most desirable. What the Zoning Administrator of Los Angeles stated in a decision of July 13, 1950, about a similar area in western Los Angeles with an almost identical set of restrictions holds true of our area and our restrictions: "The tracts ..... are one of the most beautiful quality single-family residential sub-divisions in the City protected by a most carefully drawn and highly restrictive set of subdivision tract restrictions." Help us to keep property values and living conditions at the very high standard our area has achieved!

All owners of land in tracts 15944, 15948, and 19890 - and only such owners - are eligible to membership in the Association. As the restrictions affect every owner, even if he does not join the Association, and as they will have to be impartially enforced against all, members or non-members alike, it should be in every owner's self-interest to join the Association in order to have his say in their administration.

Even if he has no time to participate in the day-to-day work, he can at least attend, in person or by proxy, the Annual Regular Meeting of Members in January, which determines policy and elects directors to carry it out, and any Special Meeting that might be called in emergencies. By paying the annual dues without delay such owner can equitably share in the expenses and thus not become a "free rider", and by complying with the restrictions and inducing others to comply, too, he can lend us his moral support.

Ideally, the Association should therefore encompass all, or at least close to 100 percent, of the owners, so as to be the self-governing body by which they themselves, by democratic majority rule, regulate the restrictions and their application, make decisions regarding their general modifications, and control the exercise of the rights to title forfeiture ("Reversionary Rights"). To paraphrase an old slogan: "no restrictions without representation!" Membership in the Association gives you this representation. If you don't join, you miss the opportunity to make your views prevail!

For the Board of Directors  
of the  
Palisair Home Owners Association

  
Theodore F. Martin, Secy.-Treas.

November 10, 1960

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P R E A M B L E 1) \*\*

....Declarant hereby establishes a general plan for the improvement, development, protection and maintenance of the tract, and, in order to....provide for improvements of high type and quality, Declarant hereby....imposes upon said tract....the following....restrictions.... subject to which....all lots....or portions thereof shall be owned, used, held, occupied, leased, sold or conveyed by Declarant or by the present and future purchasers or record owners thereof, to wit:

ARTICLE I

Definitions

"Restrictions" means the whole and each part of the provisions, conditions, restrictions, covenants, easements and reservations set forth in this Declaration, including any additions to, or amendments, changes and modifications thereof, or amendments, changes and modifications of such additions, all of which may be made from time to time hereafter, as herein provided for;

"Landowner" means the bona fide holder of a purchase and sales agreement to, or the record owner of, or any party having an interest, equitable or otherwise, in, any original lot or building site or any portion of such lot or building site, in said tract, whether improved or not, his heirs, successors, personal and legal representatives or assigns;

"Land" means any original lot in said tract, as shown on the tract map hereinabove referred to, or any building site established according to Article III, Section 2, or any portion of such lot or building site or any parcel, even though inadequate for a building site, and shall include the subsurface as well as the surface;

"Tract Committee" means the body established according to Article IV, Section 1;

"On" in terms like "on any land" means not only "upon", but also "in", "under", "through" or "in relation to".

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1) Except where marked by one or two asterisks, all Sections are printed in full. One asterisk (\*) after the heading means: contents are summarized. Two asterisks (\*\*) mean: text condensed to facilitate easier reading; phrases are from the recorded text but unessential or redundant words are omitted and indicated by dots (....).

## ARTICLE II

General RestrictionsSection 1. Uses Other Than Residential Prohibited \* 2) 3)

All of the land shall be used exclusively for private, single-family residential purposes and not, directly or indirectly, for any business or profession or commercial or manufacturing work or "for the carrying on of any act or thing which may be or become an annoyance to the neighborhood."

Section 2. Oil Drilling, Mining, Gravel Excavating, Cutting or Filling Prohibited \* 2)

Prospecting for, or extracting of, oil, natural gas, ore, minerals, etc., on any land shall not at any time be done or permitted, and sand, gravel or soil shall only be excavated in connection with the erection of approved structures. Cutting, filling or grading (except "fine grading" for landscaping) is also prohibited but may exceptionally be permitted by the Tract Committee provided it shall not create a drainage hazard or interfere with the safety or view from other land.

Section 3. Horses, Live-Stock, Poultry and Bees Prohibited<sup>2)</sup>

No horses, donkeys, mules, monkeys, cows, cattle, goats, sheep, rabbits, hares, chinchillas, or other livestock, no poultry, pigeons, doves or similar fowl, and no bees, shall be kept or raised, and no pet (dogs, cats, birds, fish or other animals) raising or trading as a business shall be carried on, directly or indirectly, on any land of said tract. No pets shall be kept which, in the opinion of the Tract Committee, disturb the neighborhood by excessive noise, or which, if other than cats (Amendment or birds, are allowed to leave the premises while not under owner's (recorded control, nor shall animals be kept or maintained in such a (Apr. 26, '61 manner that they become, directly or indirectly, an annoyance (#3982, of any kind to a neighbor. (Book M757, (p. 453

Section 4. Construction Diligently to be Prosecuted and New Material Used \*

Construction of any structure, once commenced, shall continue without unreasonable delays or interruptions until fully completed. Old materials may be used, for artistic effects only, with approval of the Tract Committee.

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- 2) The basic prohibitions in Sections 1-3 can never be abrogated; see Subsection (b) of Section 4 of Article IV.
- 3) As long as the restrictions will continue to be enforced, this protection will remain valid even if the area should ever lose its present official zoning status (R1, one-family dwellings), with, of course, these two exceptions: (a) "eminent domain" condemnation for public use, for instance, a highway; (b) a complete change of character and opportunity of utilization for all or part of the area, for instance, a block of residences abutting on a shopping area. The extension of the  
(continued on following page)

Section 5. Occupancy of Unfinished Dwellings and Other Structures Prohibited \*

No residence shall be lived in until completed and in compliance with all requirements of the restrictions. Tents, shacks, trailers, out-buildings, garages, or other structures shall never be used for dwelling purposes.

Section 6. Limitations on Use of Signs

No signs or billboards of any kind shall be erected, permitted or maintained on any land in said tract or on any City right of way adjoining such land except upon prior written approval by the Tract Committee, which approval in the discretion of the Tract Committee may be revoked at any time.

However, the following signs may be displayed without such specific approval, under the responsibility of the land owner:

- (a) Provided plans have been duly approved, professionally lettered signs naming the architect, construction company or subcontractors, may be displayed on the site during actual construction, but no such sign shall exceed the dimensions of 24" x 24" and they shall be removed immediately upon filing of the notice of completion.
- (b) One "for sale" or "for lease" sign only may be maintained at any time on a lot, building site, or building, provided it does not exceed the dimensions of 18" x 24", is professionally lettered, and contains no price but only the name, address and telephone number of the owner or his duly authorized broker. Smaller riders may be added to the main sign provided they do not contain words or text tending to depreciate values or impair the character of the neighborhood such as "sacrifice," "special price," "your terms," etc.
- (c) Up to four pennants and one "open" sign not exceeding 18" x 24" may be displayed on the premises while a sales representative is actually present.
- (d) After a sale, a broker may continue his sign with a "sold" rider attached, but it must be removed within two weeks after the date of recordation of the conveying instrument or of date of purchase and sales agreement if not recorded.

(3\* continued from preceding page)

shopping area may become of such importance to the future of a whole district that the court may decide it is overwhelmingly in the public interest to have the land in this block utilized for markets and shops (perhaps in combination with a "transitional" belt of multiple dwellings) rather than for one-family homes.

However, it is almost inconceivable that either of these two exceptions will ever apply to our three tracts or part thereof.

Signs not authorized in writing by the Tract Committee or not conforming to the above exceptions may be removed summarily and destroyed without notice by the Tract Committee in the manner provided for in Section 3 of Article V. Signs that are allowed to deteriorate and become unsightly shall be considered unauthorized, even if originally approved or permissible.

Section 7. Privies, Sentic Tanks and Cesspools \*

Cesspools, etc., are prohibited, and so are privies, except during construction.

Section 8. Land to be Kept Cleared of Weeds and Rubbish and Slopes to be Planted

Each land owner shall keep his property free and clear of all weeds and rubbish (including rubbish dumped by others) and if the property is improved, do all other things necessary or desirable to keep the front, rear and side yards of the premises neat, clean, attractive and in good order, and if a garden or lawn has been installed, adequately cultivated, or mowed and watered. When a property, whether vacant or improved, includes a slope, the owner shall plant and water or otherwise maintain it in such a manner that erosion is prevented and no fire or health hazard created.

Failure of a landowner to comply with this provision may be remedied by any of the measures provided for in Article V but should the Tract Committee elect to proceed under Section 3 of Article V, the reasonable expenses involved in the removal of weeds or rubbish, in planting and watering a slope, or other acts necessary to put the land in a neat and orderly condition, shall become due and payable from such landowner to the Tract Committee within five days after written demand therefor shall have been mailed to the last known address of such owner.

Section 9. Right to Plant and Maintain Vacant or Unimproved Land \*

The Tract Committee may plant and maintain portions of vacant land.

ARTICLE III

Building and Planting Restrictions

Section 1. Single Family Residences 4)

On each lot or building site in said tract not more than one detached single-family residence shall be erected, constructed or maintained, together

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4) The original Declarants, by retaining the right to appoint and remove the members of the "Art Jury", respectively "Tract Committee", impliedly reserved the power to amend the original development plan by redividing lots which they found to be unduly big. They could not be charged with a breach of trust or of warranty if they used this power, provided, however, the new building sites retained the same characteristics as the  
(continued on following page)

5)  
with the customary accessory out-buildings appurtenant thereto. Garages may be attached to, or detached from, the residence.

No structure of any kind shall exceed one story in height, that is, the top of its ridge pole shall not be more than 14 feet above the finished floor nor more than 15½ feet above the finished ground at the front, except that the Tract Committee, in its sole discretion and after consultation with the possibly affected neighbors, may permit the erection of a 2-story structure provided it will not substantially obstruct or diminish the view from any other land of this or an adjoining tract.

#### Section 2. Building Sites 4)

Plans for a residence, even if otherwise complying with these restrictions, shall in no event be approved by the Tract Committee unless the building site shall consist of at least an entire vacant original lot, that is, a lot as shown on the tract map hereinabove referred to.

However, exceptions may be granted by the Tract Committee, in its sole discretion, by an instrument entitled "Certificate of Acceptance as a Building Site" to be prepared and recorded by the Committee, at applicants expense, provided<sup>6)</sup> any reapportionment, in the opinion of the Tract Committee, shall be of a minor nature only, so that the proposed building site shall consist of a portion of an original lot, the usable depth and shape of which building site still will allow the erection of a residence which not only complies technically with all the other requirements of these restrictions but is also in keeping with the prevailing standards of the tract and provided, further, that such reapportionment does not materially alter the original development plan of the tract. Such a certificate may be issued subject to certain specified conditions.

#### Section 3. Moving of Buildings Onto Property Prohibited \*

Moving of structures to or from any land is not permissible.

#### Section 4. Land Not to be Used for Storage \*\*

No land....shall....be used for open air storage of building materials, vehicles, implements, tools, furniture, landscaping materials or equipment, irrigation pipes or apparatus, junk, trash or any other things

(4 continued from preceding page)

other lots, namely having the building pad on level ground only, not partially or wholly on a slope. They used this power in this manner once in Tract 15944 and once in Tract 19890, not at all in Tract 15948 (see notes 5 and 6). With the Tract Committee powers now vested in this Association, the development plan is no longer subject to modification: the final number of residences permissible is 29 in Tract 15944, 52 in Tract 15948 and 58 in Tract 19890.

- 5) Added, for Tract 15944 only: "except....that one detached single-family residence....may be erected....or maintained on lots 16, 17A, and 17 as redivided on or about November 15, 1954, from original lots 16 and 17" (amendment recorded February 24, 1955).
- 6) Added, for Tract 19890 only: "with the exception of lot 30 which, because of its size, contour and location, may be reappportioned into two building sites" (amendment recorded March 11, 1960).

whatsoever; provided, however, that building and landscaping materials, tools or equipment may be....maintained on any....site....for use in.... construction; provided, further, that such construction shall commence within a reasonable time after....approval..... The Tract Committee shall be the sole judge of what is a "reasonable time."

Failure of a landowner to comply with any provision of this Section may be remedied by any of the measures provided for in Article V, but should the Tract Committee elect to proceed under Section 3 of Article V, the reasonable expenses involved in the removal of such objectionable things as described above shall become due and payable from such landowner to the Tract Committee within five days after written demand therefor shall have been mailed to the last known address of such owner.

#### Section 5. Minimum Size of Residence \*\*

No residence shall be erected on any land in said tract which shall have a floor area of less than 2000 square feet for Tract 19890; 1600 square feet for Tract 15948; 1500 square feet for Tract 15944, excluding, however, any portion used for outside or open porches and/or patios, and/or basements and/or cellars and/or garages and/or carports. For the purpose of computing the floor area measurements shall be taken from the outer faces of the studs supporting the exterior walls.

....

....Two or more contiguous lots or building sites or portions thereof  
....may be considered....as forming a single "consolidated building site". 7)

#### Section 6. Residences to Face Front Lines

The front of each residence in the Tract shall face toward the established front line of the lot or building site upon which it is built. The side of a residence containing the main entrance door shall be considered its front.

#### Section 7. Established Front Lines

All lots or building sites in said tract shall front on the streets, drives, or places which they adjoin.

#### Section 8. Front and Side Set-back Lines 8)

No residence or garage or any part thereof, including porches, chimneys, steps, balconies and/or other architectural features, and no other

7) However, should later any part of such a site be sold separately the restrictions must again be complied with as to each part thereof.

8) Where these restrictions as well as City ordinances regulate the same subject matter, both must be complied with and the higher requirement prevails. For instance, the restrictions provide for a front yard of ten feet where the City may require less or none: the restrictions prevail. Or, the City requires a rear yard of 25 feet minimum while the restrictions do not provide for any rear yard: the City regulation prevails.

structure (except clothes line poles, pool heaters, fences, walls and the like, provided their location has been duly approved by the Tract Committee) shall be erected, placed, permitted and/or maintained on any lot or building site in this tract nearer than 10 feet from the established front line or nearer than 5 feet from either side line.

The setback distance shall be measured from the outermost point of architectural features other than eaves, and where no such features exist, from the foundation walls to the respective lines. Eaves (including gutters) shall, however, not protrude into the setback spaces by more than 1 foot at the sides or by more than 3 feet 6 inches at the front, unless a variance is granted by the Tract Committee.

#### Section 9. Height of Fences, Walls, Hedges, and Trees Limited

No fence, wall, hedge, or planting (with exception of trees), if exceeding  $3\frac{1}{2}$  feet in height above finished surface (not counting any part used as retaining wall), shall be permitted or maintained on any land in this tract in the area between the established front line and the front set-back line; nor if exceeding six feet above finished surface (not counting any part used as retaining wall) anywhere to the rear of the front set-back line, unless a height variance is granted by the Tract Committee.

However, fences, etc., and trees shall not be placed, permitted or maintained on any land of this tract in such a location that they substantially obstruct or diminish the view from any other land in this or an adjoining tract.

Floodlights and other outside lights shall be so located, positioned, shielded or maintained that they do not dazzle occupants of homes in the line of vision nor users of a street.

Upon a finding made by the Tract Committee that a view is substantially obstructed or diminished by fences, etc. (even if originally approved) or by trees on any portion of land in this tract, or that outside lights are objectionable under the preceding paragraph, the owner thereof, upon written notice sent by the Tract Committee, within 30 days shall remove, cut down or cut back any such obstructions or remedy the objectionable effect of such lights to the extent specified by the Tract Committee.

Failure of a landowner to comply with any provision of this Section may be remedied by any of the measures provided for in Article V, but should the Tract Committee elect to proceed under Section 3 of Article V, the reasonable expense involved in the removal of such objectionable things as described above shall be due and payable from such landowner to the Tract Committee within five days after written demand therefor shall have been mailed to the last known address of such owner.

Section 10. Roof Requirements

Subsection (a) Non-glare Materials and Thickness.

No roofing materials, although admissible under the City Building Code, shall be used if they are:

- (1) of such a nature as glaringly to reflect light;
- (2) of less than  $\frac{1}{4}$  inch thickness.

Subsection (b) (for tract 19890 only): Pitch.

Roofs of any residence or structures shall have a pitch or slope of not less than  $2\frac{1}{2}$  inches to each 12 inches, except that up to 25% of the total roof surface may have less or no pitch.

9)

Section 11. Regulations as to Rubbish Containers

Rubbish of all kinds, including garbage, combustible trash, such as paper, garden cuttings and branches, and incombustible trash, such as bottles, cans, etc., and the receptacles containing them, shall not be placed for collection in front of or at the side of a residence earlier than dusk on the evening before collection. The containers shall be removed promptly after collection. At all other times such refuse and containers shall be kept on the owner's premises fully shielded against view from the street or adjacent residences.

ARTICLE IV

Tract Committee and its Powers

Section 1. Enforcement Agency, How Constituted, Objectives

Without prejudice to the rights of the owners of the reversionary rights or of any landowner, as herein established, these restrictions shall mainly be enforced by an agency or body called Tract Committee. The PALISAIR HOME OWNERS ASSOCIATION, a non-profit California corporation, shall exercise all rights, powers, duties and functions of, act as, and be, such Tract Committee.

The Tract Committee shall represent the interests of all landowners of the tract and in good faith shall execute, interpret and enforce these restrictions for the benefit of the tract and all landowners, within the purpose,

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9) Under the L. A. Municipal Code it is a MISDEMEANOR (punishable by a fine of up to \$500 and/or by imprisonment in the City Jail for up to six months for each and every day of violation) to leave rubbish of any kind and/or full or empty containers out on or near the curb at any time except from 6 P.M. the day before to 8 P.M. the day of collection.

If you go on a trip, arrange with your neighbor to put your containers out, and to remove them, during authorized hours only, rather than have them "adorn" our neighborhood earlier or longer than necessary.

spirit, meaning and intent thereof. It shall not be held liable for damages or otherwise by any landowner of the tract for decisions or actions made or executed in good faith in the performance of its functions. The files of the Committee, including its Book of Minutes, shall be open for inspection by any landowner of the tract at all reasonable times.

Section 2. Approval of Plans; Fees

Subsection (a) Work Subject to Prior Approval

No residence, garage, out-building, fence, wall, mast, aerial, clothes line pole, sidewalk, steps, or other structures, and no improvement, utility, swimming pool, parking area or driveway shall be erected, constructed, laid down, altered, installed, located, relocated or maintained and no cutting down, filling up or grading (except "fine grading" for landscaping) shall be done on, under or about any land of said tract unless complete grading and/or building plans (including elevations, and, if requested by the Tract Committee, a rendering) and specifications thereof showing the nature, kind, shape, height, type, material and color scheme thereof, together with the plot plan indicating the location on the lot or building site, shall have been submitted to and approved in writing by the Tract Committee <sup>10)</sup> and a copy of such plans, specifications and plot plan, as finally approved, permanently deposited with the Committee.

However, no plans for a residence or other structure shall be approved by the Tract Committee:

- (1) which show a freakish exterior appearance and design, that is, a style other than one widely or commonly accepted; or
- (2) which provide for a residence or other structure substantially identical or similar in exterior appearance and design ("carbon copy houses") with other buildings erected, or approved but still to be erected, within a radius of 500 yards; or
- (3) which provide for a service yard, clothes line poles, refuse containers, pool equipment, or other like appurtenances not reasonably shielded against view from the street or adjacent homes, or for a pool pump located near enough to an adjacent home to annoy its occupants by noise, if not soundproofed or at least prevented from operating at night; or
- (4) which provide for a garage or other out-building that is not of construction and architectural type in harmony with the main residence; or

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10) Such approvals are valid only if signed by one of the officers of this Association. Oral statements by any officer or director of this Association do not constitute an approval.

- (5) which provide for a garage or other structure or a wall or fence which has a gate or door so constructed that it may swing into a public road or right of way.

The erection, alteration, maintenance, location or relocation of any clothes line pole, fence, hedge, mast, aerial for radio or television, or other structure of a similar or dissimilar nature, whether separate or an integral part of the dwelling, shall be disapproved or desisted from whenever such structure, because of its kind, shape, color, height, material, or location, in the opinion of the Tract Committee would be unsightly or detrimental to, or substantially obstruct or diminish the view from, or otherwise tend to lower the value of, any land of the tract.

No alteration shall be made in the exterior appearances and design of any of the items mentioned in this Subsection (a) at any time after its erection or construction, or in the shape, contours and condition of any land, unless written approval of such alteration first shall have been obtained from the Tract Committee.<sup>11)</sup>

Subsection (b) Sets of Plans:

Sets of plans with specifications shall be submitted in duplicate, accompanied by the required fee. If approval is granted, one copy of the plans and specifications shall be returned to applicant duly certified. Sets of plans legibly must show the following information:

1. Date;
2. Name and address of owner(s);
3. Street address of job;
4. Full legal description of lot or building site;
5. Setbacks, which must be indicated in numerals; (in case of discrepancy between numerals and scale drawings, the numerals shall prevail).

Sets of plans or specifications presented shall not be considered properly submitted until errors, changes or deficiencies shall have been corrected, made or added, so that they fully comply with all requirements.

Any deviation from, or alteration of, the plans and specifications as approved (except changes of the interior layout not affecting exterior appearance and design as approved) during the construction or at any time thereafter shall render the approval null and void, unless the Tract Committee's written approval thereof is obtained in advance.

<sup>11)</sup> In principle, any alteration of, or any permanent addition to, the exterior of a house not shown on the plans as originally approved, or any alteration of, or installation of, a structure elsewhere on the lot, other than mere landscaping, requires approval in writing by this Association prior to the execution of the work. Whether it is a major item such as a pool or an additional room, etc., or a minor item such as a normal television antenna or a fence gate or the like, makes, legally, no difference.

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### Subsection (c) Fees:

The Tract Committee shall charge a fee for its services which shall not be less than \$25. nor more than \$100. per set of plans with specifications for residences and appurtenant structures and not less than \$10. nor more than \$50. per set of plans and specifications presented separately for appurtenant structures, depending in each case upon the amount of checking work involved. Acceptance of such fee shall not be considered a waiver of the rights of the Tract Committee to take action against owners starting construction work without written approval or otherwise violating the restrictions.

### Section 3. Interpretation

The Tract Committee shall have the exclusive right to interpret any or all provisions of the restrictions in this Declaration set forth or at any time hereafter created for the benefit of the tract, and such interpretation in case of uncertainty as to the meaning of any article, section, subsection, paragraph, sentence, clause, phrase or word, shall be final, conclusive and binding upon all parties. Whenever such interpretation is of a general nature it shall be brought to public notice by recording an interpretative and clarifying amendment of these restrictions in the manner provided for in Subsection (b) of the following Section 4.

### Section 4. Power of Tract Committee to Modify

#### Restrictions

#### Subsection (a) Individual Exceptions:

The Tract Committee shall have the right and power, as to individual lots and building sites, and for good cause shown, to change and/or determine the front and side set-back lines, to change the fronting, and to grant such other exceptions or waivers as may be required. Such determinations, changes, or exceptions shall be made by a duly executed instrument to be drafted under the direction of the Tract Committee and recorded (applicant paying expenses both of drafting and recording of such instrument), except that exceptions of a minor, routine nature (e.g. referring to setbacks, height of fences, and so on) may be granted without such instrument, where in the sole judgment of the Tract Committee such procedure is deemed sufficient. In such cases, unless the deviation for which an exception is granted shows clearly on the plans submitted, the

(11) continued from preceding page)

In practice, however, we do not consider installation or alteration of minor items without such formal approval as a violation requiring action by us. But sometimes it is rather difficult to distinguish between minor and major items, and it is up to the Association, not the owner, to decide where to draw the line. Therefore we recommend to consult us in case of doubt.

Where a contractor undertook to "secure all necessary permits" (a standard clause in most construction contracts) it remains, nevertheless, the owners responsibility under the restrictions to see to it that his contractor does not fail to submit plans for our approval prior to construction. This is important especially in the case of pools and pool equipment.

exception is to be stated in the writing by which plans are approved.

Subsection (b) General Modifications:

The Tract Committee also shall have the right and power, by written instrument duly executed and placed of record, to impose additional reasonable restrictions and to amend, change, modify, or terminate any of the provisions of the present restrictions (except as to the basic prohibitions set forth in Article II, Sections 1, 2 and 3, to which, however, new prohibitions may be added from time to time) and also any of the provisions contained in any declaration of additional or modified restrictions affecting the tract hereinafter filed of record, unless otherwise provided herein. Additional restrictions and general modifications shall take effect at the time of recordation with reference to all land in said tract, except that structures erected, or to be erected, according to plans duly approved before such amendment took effect, will not be retroactively affected by changes, as far as such changes deal specifically with structures.

Subsection (c) Limitations of Power- No Consent Required:

However, individual exceptions or general modifications as set forth in the preceding Subsections (a) or (b) shall be granted or made by the Tract Committee only to the extent that they are not inconsistent with the interests and the benefits of the tract as a whole and the landowners of said tract, and are within the purpose, spirit, meaning and intent of this Declaration.

The Tract Committee may proceed under the preceding Subsections (a) and (b) at any time, wherever in its sole discretion and judgment such act is necessary or advisable, and it shall be the sole judge of such necessity or advisability, and the consent of no corporation, association, individual or landowner shall be required, provided that, in the case of individual exceptions, the neighbors possibly affected by such exception have been consulted.

Section 5. Liens for Unpaid Charges

The charges duly made according to Article II, Section 8, or Article III, Sections 4 and 9, after expiration of the payment time provided for shall become a lien against the property to the extent of the unpaid balance, including reasonable attorney's fees for the Tract Committee's attorney; the Tract Committee may then record such lien and foreclose it at any time. However, such lien shall be subordinate to any bona fide mortgage or deed of trust given in good faith and for value.

Section 6. Recording and Mailing of Notices of Violation <sup>12)</sup>

Notice of any breach or violation of any of the restrictions or

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12) By committing or maintaining a violation, the owner himself is clouding his title. Filing a Notice of Violation upon the public record against a certain lot will impart constructive notice of this fact to any prospective buyer or loan company. Furthermore, in the escrow the title search will reveal the existence of the Notice and the title policy will have to list it as an "encumbrance affecting the title". Thus all interested parties are warned that the property may soon be involved in  
(continued on following page)

notice of any failure of any person, firm or corporation to comply therewith, within a reasonable time after the occurrence of such breach, violation or failure to comply, shall be executed by the owners of the reversionary rights herein provided for, or by the Tract Committee, or by the record owners of any land in said tract, and recorded in the office of the County Recorder of Los Angeles County, describing the lot or building site involved; and a copy of such notice, showing the date of recordation and document number, within a reasonable time after recordation thereof as aforesaid, shall be mailed by certified mail to the last known address of the person, firm or corporation responsible for such breach or violation of, or failure to comply with, any of said restrictions. Until such notice shall have been recorded and mailed as in this Section 6 provided, neither the owners of the reversionary rights, nor the Tract Committee, nor the record owner of any land in said tract, shall have the right to commence any action at law (other than enforcement or foreclosure of the liens herein provided for) against any person, firm or corporation responsible for any breach or violation of any of said restrictions, or for failure to comply therewith.

## ARTICLE V

### Duration; Reversionary Rights; Enforcement;

#### Validity; Assignment

#### Section 1. Duration of Restrictions \*

The restrictions shall remain in force until January 1, 1975, and from then on automatically be renewed for periods of ten years each, unless within six months prior to January 1, 1975, or within six months prior to the expiration of each 10 year period thereafter, they shall be modified or extinguished in whole or in part by a written and duly recorded agreement executed by the then record owners of a majority of the lots and/or building sites in the tract.

#### Section 2. Reversion of Title; Enforcement

Failure to comply with, or a breach of, any of the restrictions shall cause the land with relation to which such default or breach occurs to revert to Declarant, or Declarant's successors as owners of the reversionary rights herein provided for,<sup>13)</sup> and the land owner shall thus lose and forfeit all right, title and interest in and to the whole of said land and to the improvements thereon; and the owners of such reversionary rights shall have the right of immediate re-entry upon such land in the event of any such default or breach; 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,

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litigation.

Experience shows that in most cases the recordation of a Notice of Violation will make further court action unnecessary. It is our desire to avoid actual litigation, which, of course, would "tie up the title" for quite some time. But if a violation has occurred which the owner cannot be induced by amicable means to remedy within a reasonable time, we will have no choice but to file a Notice of Violation.

13) The Palisair Home Owners Association is now the Owner of the Reversionary Rights (see cover for recordation data).

that any subsequent owner of land so encumbered, whether obtained by foreclosure or at a trustee's sale or otherwise, shall be bound by these restrictions.

The default or breach of any of said restrictions or the continuance of any such default or breach also may be enjoined, abated or remedied by appropriate proceedings other than a suit for reversion of title by the owners of the reversionary rights or the Tract Committee or any owner of land in said tract.<sup>14)</sup> Such remedy shall be deemed cumulative and not exclusive and shall not be construed as in any way impairing or limiting the authorization of the owners of the reversionary rights to declare or enforce such reversion or forfeiture or to reenter upon said land.

### Section 3. Right of Entry to Correct Violations

The violation or breach of any of these restrictions also shall give the owners of the reversionary rights and/or the Tract Committee the right (either personally or through their authorized representatives) to enter upon the land upon or as to which such violations or breach exists, and summarily to abate and remove at the expense of the owner thereof, any structure, thing or condition that may be or exist thereon contrary to the letter, intent, spirit, or meaning of these restrictions, including the right to remove and destroy without notice any unauthorized sign or billboard. For these purposes they may enter upon and inspect, within reasonable hours, all land of said tract, improved or unimproved, to the extent reasonably necessary in determining whether such violation or breach has occurred or is about to occur. The party or parties making such entry thereby shall not be deemed guilty of any manner of trespass or held liable for damages resulting from such entry, inspection, abatement, removal or destruction.

### Section 4. Violation Constitutes Nuisance

Every act or omission whereby any restriction is violated, in whole or in part, is declared to be and shall constitute a nuisance, and may be enjoined, abated or remedied by the owners of the reversionary rights and/or the Tract Committee and/or any land owner of said tract, and such

<sup>14)</sup> Among the remedies for enforcement are: (a) suit for injunction; (b) suit in abatement of a nuisance; (c) suit for loss of title.

The policy of this Association regarding violations of the restrictions will be this: we will not go through the tracts searching for violations to prosecute. All the directors and officers serve without compensation and have no inclination nor time to look for trouble beyond what must come their way in due course on account of the offices they have accepted as public-spirited citizens. We intend to act only upon complaints, except, of course, in the case of gross or intentional violations which we can't help noticing. However, it will not matter in the least whether complainants or violators are, or are not, members of this Association.

In no case will we act upon anonymous complaints, and we will always investigate a complaint before deciding upon action. We will, of course, follow the standard policy of all similar owners' associations, namely not to disclose complainant's name, if so requested, in the interest of good-neighborly relations.

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remedy shall be deemed cumulative and not exclusive.

Section 5. Construction and Validity; Paragraph Headings  
for Convenience Only\*

If at any time any part of the restrictions shall be held to be invalid or unenforceable, the remainder shall not be affected. Paragraph headings shall be disregarded in the interpretation of the restrictions .

Section 6. Assignment of Powers\*

Declarant reserves the right to assign any or all its rights and powers to any person, corporation or association.

Section 7. Failure to Enforce Not a Waiver \* 15)

Failure to enforce any part of the restrictions shall not be considered a waiver of the right to do so thereafter. A variance granted to one applicant shall not be a precedent for subsequent cases, however similar.

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ARTICLE VI #16)

Extent and Scope

Sec. 8: "Adjacent tract" means only 15944, 15948 or 19890; "view" means ocean or mountain or city "recognized by T.C. as being such an important part of the

The restrictions are for the benefit of the tract and imposed upon (property's same as a servitude and as conditions or covenants running with the land. (value that Whether or not their text or substance shall have been incorporated in the (it is deed by reference or otherwise, all present or future owners are bound by (entitled the restrictions by the acceptance of the deed or conveyance or by its (to protec- entry upon the public record, or by acceptance of a purchase and sales (tion". agreement.

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However, once a violation is officially brought to our attention, it becomes our duty to take appropriate action. To condone violations by inaction would make future enforcement more difficult or prevent it altogether, and our Association was created precisely for the purpose of impartially enforcing the restrictions. Inaction would also be unfair to the great majority of owners who comply with the restrictions.

15) Attention is drawn to the fact that this Association may, from time to time, change its established policy regarding certain instances of enforcement, on the basis of experience. The contention is not valid that a change of policy cannot take effect unless all owners are first notified. Therefore the fact that, e.g., a certain deviation was permitted in one or more cases, does not constitute an obligation to continue this policy indefinitely. If specific provisions of the restrictions are to be changed, a general modification or clarifying amendment under the procedure set forth in Article IV, Section 4 (b) will, of course, be necessary, and owners will thus receive constructive notice of such changes. In addition, we will endeavor to give such changes additional publicity in the local press and by circulars.

16) Nobody can plead ignorance as a valid excuse if a violation of the restrictions has occurred.