

Excerpts From 1924 Palos Verdes Protective Restrictions on PVHA Role

Declaration No. 23 of Establishment of Local Protective Restrictions, Conditions, Covenants, Reservations, Lien and Charges Affecting the Real Property to be Known as Tract 7333, Montemalaga, Palos Verdes Estates

p.13: Section 12 -- **Reversion of Title:** "A breach of any of the restrictions, conditions and covenants here by established shall cause the real property upon which such breach occurs to revert to Bank of America, or its successors in interest [in this case the PVHA], as owners of the reversionary right....In the event of any such breach; and, as to each lot owner in the said property, the said restrictions, conditions and covenants shall be covenants running with the land, and the breach of any thereof, and the continuance of any such breach, may be enjoined, abated or remedied by appropriate proceedings by the owner of the reversionary rights or by any such owner of other lots or parcels in said property or by Palos Verdes Homes Association, but such reversion shall not affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith and for value; provided, however, that any subsequent owner of said property shall be bound by the said restrictions, conditions and covenants, whether obtained by foreclosure or at trustee's sale or otherwise."

p.13: Section 14 -- **Violation Constitutes Nuisance:** "Section 14. Every act or omission whereby any restriction, condition or covenant Constitutes in this Declaration set forth is violated in whole or in part is declared to be and shall constitute a nuisance, and may be abated by Bank of America, or its successors in interest, and/or Palos Verdes Homes Association and/or by any lot owner subject to the jurisdiction of Palos Verdes Homes Association; and such remedy shall be deemed cumulative and not exclusive."

p. 13 Section 16 -- **Assignment of Powers:** "Any or all of the rights and/or powers of Bank of America herein contained as to any of the said property may be delegated, transferred, assigned or conveyed to any person, corporation or association or to Palos Verdes Homes Association and wherever Bank of America is herein referred to, such reference shall be deemed to include its successors in interest as owners of the reversionary rights herein provided for.

p.14 Section 18 -- **Interpretation and Enforcement by Palos Verdes Homes Association:** "In its own name, so far as it may lawfully do so, and/or in the name of Bank of America or of any lot or parcel owner subject to its jurisdiction, Palos Verdes Homes Association shall interpret and/or enforce any or all restrictions, conditions, covenants, reservations, liens, charges and agreements herein or at any time created for the benefit of the said property or any property which may hereafter be expressly made subject to its jurisdiction by the owners thereof, or to which said lots or any of them may at any time be subject. In case of uncertainty as to meaning of said provisions or of any provisions of this Declaration, Palos Verdes Homes Association shall, in all cases, interpret the same and such interpretation shall be final and conclusive upon all interested parties."

Declaration of Establishment of Basic Protective Restrictions, Conditions, Covenants, Reservations, Lien and Charges Affecting the Real Property to be Known as Palos Verdes Estates

p.39 Section 6 -- **Reversion of Title:** "Section 6. Each and all of said restrictions, conditions and covenants, reservations, liens and charges is and are for the benefit of each owner of land (or any interest therein), in said property and they and each thereof shall inure to and pass with each and every parcel of said property, shall apply to and bind the respective successors in interest of Commonwealth Trust Company. Each grantee of Commonwealth Trust Company of any part or portion of the said property by acceptance of a deed incorporating the substance of this declaration either by setting it forth or by reference therein, accepts the same subject to all of such restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers of the Art Jury and of the Homes Association. A breach of any of the restrictions, conditions and covenants hereby established shall cause the real property upon which such breach occurs to revert to Commonwealth Trust Company or its successor in interest as owner of the reversionary rights therein provided for, and the owner of such reversionary rights shall have the right of immediate re-entry upon such real property, in the event of any such breach; and, as to each lot owner in the said property, the said restrictions, conditions, and covenants shall be covenants running with the land, and the breach of any thereof, and the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by the owner of the reversionary rights or by any such owner of other lots or parcels in said property or by the Homes Association, but such reversion shall not affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith, and for value; provided, however, that any subsequent owner of said property shall be bound by the said restrictions, conditions, and covenants, whether obtained by fore closure or at trustee's sale or otherwise."

p.39-40 Section 7 -- **Violation of Conditions:** "The violation of any of the conditions, restrictions or conditions or breach of any of the covenants hereby established shall also give to Commonwealth Trust Company or its successors in interest and/or to Palos Verdes Homes Association the right to enter upon the property upon or as to which such violation or breach exists, and to summarily abate and remove at the expense of the owner thereof, any erection thine or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and Commonwealth Trust Company or its successors in interest or Palos Verdes Homes Association shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal."

p. 40 Section 8 -- **Violation Constitutes Nuisance:** "Every act or omission, whereby any restriction, condition or covenant in this declaration set forth, is violated in whole or in part, is declared to be, and shall constitute a nuisance and may be abated by Commonwealth Trust Company or its successors in interest and/or by Palos Verdes Homes Association and/or by any lot owner subject to the jurisdiction of the Homes Association; and such remedy shall be

deemed cumulative and not exclusive.”

p.40-41 Section 11 -- **Interpretation and Enforcement by Homes Association:** “In its own name, so far as it may lawfully do so, and/or in the name of Commonwealth Trust Company or of any lot or parcel owner subject to its jurisdiction, Palos Verdes Homes Association shall interpret and/or enforce any or all restrictions, conditions, covenants, reservations, liens, charges and agreements herein or at any time created for the benefit of the said property or in any property which may thereby be expressly made subject to its jurisdiction by the owners thereof, or to which said lots or any of them, may at any time be subject In case of uncertainty as to meaning of said provisions or of any provisions of this declaration, the Homes Association shall (except as to the provisions of Article 11 hereof, which shall be interpreted by the Art Jury) in all cases interpret the same and such interpretation shall be final and conclusive upon all interested parties.”

p.41 Section 12 -- **Right to Enforce:** “The provisions contained in this declaration shall bind and inure to the benefit of and be enforceable by Commonwealth Trust Company, Palos Verdes Homes Association, by the owner or owners of any property in said tract, their, and each of their, legal representatives, heirs, successors and assigns and failure by the Commonwealth Trust Company, Palos Verdes Homes Association or any property owner, or their legal representatives, heirs, successors or assigns, to enforce any of such restrictions, conditions, covenants, reservations, liens or charges shall in no event be deemed a waiver of the right to do so thereafter.

Articles of Incorporation of the Palos Verdes Homes Association

p. 42-43: “**The purposes for which it is formed are...**(13) To enforce liens, charges, restrictions, conditions, and covenants existing upon and/or created for the benefit of parcels of real property over which said corporation has jurisdiction and to which said parcels may be subject to the extent that this corporation has the legal right to enforce the same; and to pay all expenses incidental thereto; and to enforce the decisions and rulings of the Palos Verdes Art Jury having jurisdiction over any of said property to the extent that said corporation is authorized in said restrictions, conditions, and covenants to enforce same and to pay the expenses in connection there with and such other expenses of the Art Jury as this corporation may assume.... (16) To exercise such powers of control, interpretation, construction, consent, decision, determination, modification, amendment, cancellation, annulment, and/ or enforcement of covenants, reservations, restrictions, liens, and charges imposed upon said property, as may be vested in, delegated to, or assigned to this corporation and such duties with respect thereto as may be assigned to and assumed by this corporation.

