

**BYLAWS
PALOS VERDES MONACO
HOMEOWNERS ASSOCIATION**

s/ (Dee Beaumont April 18, 2001
President

s/ (Judith Keller)
Secretary

**BYLAWS
PALOS VERDES MONACO
HOMEOWNERS ASSOCIATION**

ARTICLE I. OFFICES

Section 1. Principal Office

The Association's principal office shall be fixed and located at such place the Board of Directors (herein called the "Board") shall determine. The Board is granted full power and authority to change said principal office from one location to another.

ARTICLE II. MEMBERSHIP

Section 1. Qualifications

Membership in the Association shall be limited to one voting member for each person or family owning or occupying a residential dwelling unit in the development known as Palos Verdes Monaco. To qualify for membership in the Association, the member must be the owner of record or must reside in the dwelling unit being represented. In the event the owner of record is not residing in the dwelling unit, then both the owner of record and the person or persons residing in said dwelling unit shall qualify for membership in the Association. However, each dwelling unit shall have only one vote, which shall be determined in writing by the owner of the dwelling unit.

Section 2. Termination of Membership

(a) The Board of Directors, by resolution approved by two-thirds of all members of the Board, may recommend to the membership of the Association the expulsion of a member for cause after an appropriate hearing. Expulsion from membership shall require an affirmative vote by a majority vote of those present at any regularly constituted meeting of members of the Association.

(b) Membership in the Association will automatically terminate in the event a member no longer owns or occupies the dwelling unit represented.

(c) The Board of Directors, by a majority vote, shall expel any member who shall be in default in the payment of dues for the period fixed in Article VIII of these Bylaws, unless the Board finds that good cause exists for not expelling said member.

Section 3. Resignation

Any member may resign by filing a written resignation with the Secretary, but such resignation shall not relieve the member so resigning of the obligation to pay any dues, assessments or other charges theretofore accrued and unpaid.

Section 4. Reinstatement

Upon written request signed by a former member and filed with the Secretary, the Board of Directors may, by the affirmative vote of two-thirds of the members of the Board, reinstate such former member to membership upon such terms as the Board of Directors may deem appropriate.

Section 5. Transfer of Membership

Membership in this Association is non-transferable or assignable.

ARTICLE III. DIRECTORS

Section 1. Powers

Subject to limitations of the Articles and these By Laws, the activities and affairs shall be conducted and all Association powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the activities of the Association to any person or persons, a management company or committees, however composed, provided that the activities and affairs of the Association shall be managed and all Association powers shall be exercised under the ultimate direction of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these By Laws:

(a) To study and propose solutions to problems involving the administration of law enforcement, fire, traffic, safety, sanitation and utility services of which might concern the general welfare of the residents of Palos Verdes Monaco.

(b) To consider the effects of zoning and the plans for the general development of the Palos Verdes Peninsula and, more specifically, to the acres immediately surrounding Palos Verdes Monaco.

(c) To provide representation before governmental authorities and bodies to express the feelings and desires of the residents of Palos Verdes Monaco.

(d) To promote the general improvement of Palos Verdes Monaco and consider and make recommendations on other matters which might concern the general welfare of the residents of Palos Verdes Monaco.

(e) To select and remove all the officers and agents of the Association, prescribe powers and duties for them as may not be inconsistent with the law, the Articles or these Bylaws, and require from them security for faithful service.

(f) To enforce the Articles; Bylaws; Conditions; Covenants and Restrictions, and any other instruments governing the ownership, management and control of Palos Verdes Monaco.

(g) To contract for casualty, liability, and other insurance on behalf of the Association.

(h) To contract for goods and services for the common areas of Palos Verdes Monaco.

(i) To delegate its powers to any committees, officers, or directors of this association if expressly authorized by the Board of Directors.

(j) To prepare budgets and financial statements for the Homeowners Association.

(k) To conduct, manage and control the affairs and activities of the Association and to make such rules and regulations therefore not inconsistent with law, the Articles or these Bylaws, as they may deem best.

Section 2. Number of Directors

The authorized number of Directors shall be not less than five (5) nor more than nine (9) until changed by amendment of the Bylaws.

Section 3. Nomination of Directors

The Board of Directors shall appoint a Nominating Committee consisting of not less than two (2) nor more than five (5) members of the Association for the purpose of selecting members to run for Directors of the Association. The Committee shall be appointed on or before July 1 of each year, and the Committee shall publish for the consideration of the membership the names of the members to run for office on or before August 15th of each year.

Section 4. Selection and Term of Office

Directors shall be elected at each annual meeting from the list of nominees presented by the nominating Committee. Each Director shall serve until the next annual meeting of the members and until a successor has been elected and qualified. The President of the Association for the period immediately preceding the next annual meeting of members shall automatically become elected a Director at such meeting.

Section 5. Vacancies

Any Director may resign effective upon giving written notice to the President, the Secretary, or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be selected before such time, to take office when the resignation becomes effective. Any vacancy occurring in the Board of Directors because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 6. Place of Meeting

Meetings of the Board shall be held at any place within the development known as Palos Verdes Monaco as designated by the Directors.

Section 7. Annual Meetings

The Board of Directors shall hold an annual meeting for the purpose of the organization, selection of officers and transaction of other business. Annual meetings of the Board shall be held on the same day and immediately following the annual meeting of the members of the Association as set forth in these Bylaws.

Section 8. Regular Meetings

Regular meetings of the Board shall be held without call or notice on such dates and at such times and place as may be fixed by the Board.

Section 9. Special Meetings

Special meetings of the Board for any purpose or purposes may be called at any time by the president or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place within the development known as Palos Verdes Monaco as the place for holding any special meeting of the Board called by him/her.

Special meetings of the Board shall be held upon seven (7) days written notice by first class mail or forty-eight (48) hours notice given personally or by telephone, telegraph, telex, or other similar means of communication. Any such notice shall be addressed or delivered to each Director at such Director's address as it is shown upon the records of the Association or as may have been given to the Association by the Director for purposes of notice. Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States Mail, postage prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted by the person giving the notice by electronic means, to the recipient. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 10. Quorum

A majority of the then elected Board of Directors shall constitute a quorum of the Board, but if less than a majority of the Directors are present at said meeting, a majority of the Directors may adjourn the meeting from time to time without further notice. Every act or decision done or made by a majority of the Directors present shall be regarded as the act of the Board, unless a greater number be required by law or by the Articles, except as provided in the next sentence. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 11. Action Without Meeting

Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such consent shall have the same effect as a unanimous vote for the Board and shall be filed with the minutes of the proceedings of the Board.

Section 12. Rights of Inspection

Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the Association.

Section 13. Committees

The Board may appoint one or more committees, and delegate to such committees any of the authority of the Board except with respect to:

- (a) The approval of any action for which the California Nonprofit Mutual Benefit Corporation Law also requires approval of the members or approval of a majority of all members.
- (b) The filling of vacancies on the Board or in any committee.
- (c) The amendment or repeal of the Bylaws or the adoption of new Bylaws.
- (d) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable.
- (e) The appointment of other committees of the Board or the members thereof.
- (f) The expenditure of Association funds.

Any such committee must be created, and the members thereof appointed, by resolution adopted by a majority of the authorized number of Directors then in office, provided a quorum is present. The board may appoint, in the same manner, alternate members of any committee who may replace any absent member at any meeting of the committee. The Board shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Minutes shall be kept of meetings of each committee.

ARTICLE IV. OFFICERS

Section 1. Officers

The Officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer. Any number of offices may be held by the same person except the offices of President and Secretary.

Section 2. Election

The Officers of the Association shall be chosen annually by, and shall serve at the pleasure of, the Board, and shall hold their respective offices until their resignation, removal, or other disqualification from service, or until their respective successors shall be elected.

Section 3. Subordinate Officers

The Board may elect, and may empower the President to appoint, such other officers as the business of the Association may require, each of whom shall hold office for such period, have authority and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

Section 4. Removal and Resignation

Any Officer may be removed for cause by the Board at any time. Any Officer may resign at any time by giving written notice to the Board of Directors. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 6. President

The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He or she shall be ex-officio a member of all the standing committees, and in general he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 7. Vice President

In the absence of the President or in the event of his/her inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

Section 8. Treasurer

The Treasurer shall have charge and custody of and be responsible for all funds of the Association, and receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VI of the Bylaws. In general he/she shall perform all the duties incident to the office Treasurer and such other duties as from time to time may be assigned to him/her by the President or the Board of Directors. He/she shall bill the membership for dues and assessments.

Section 9. Secretary

The Secretary shall keep the minutes of the meetings of the members and the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be the custodian of the Association records; keep a register of the Post Office address of each member which shall be furnished to the Secretary by each member; and in general perform all the duties incident to the office of Secretary and any other such duties as from time to time may be assigned to him/her by the President or the Board of Directors.

ARTICLE V. MEETING OF MEMBERS

Section 1. Annual Meeting

An annual meeting of the members shall be held in each year during the month of September the specific date and time to be set by the Board of Directors, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the election of Directors shall not be held on the day designated herein for any annual meeting, or any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be done.

Section 2. Special Meeting

Special meetings of the members may be called by the President, the Board of Directors, or not less than one tenth of the members having voting rights.

Section 3. Place of Meeting

The Board of Directors may designate any place as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors.

Section 4. Notice of Meetings

Written notice stating the place, day and hour of any special meeting of members shall be delivered either personally or by mail to each member entitled to vote at such meeting, not less than ten (10) days (or twenty (20) days if notice is by mail) before the date of such meeting, by or at the direction of the President, or the Secretary, or the Officers or persons calling the meeting. In case of a special meeting or when required by statute or by these Bylaws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be deemed to be delivered when deposited in the U.S. Mail addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid. Notice of annual meetings shall be mailed or personally delivered at least twenty (20) days in advance and shall contain the slate of Directors nominated by the Nominating Committee.

Section 5. Informal Action By Members

Any action required to be taken at a meeting of the members, or any action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by a majority of the members entitled to vote with respect to the subject matter thereof.

Section 6. Quorum

Those members present at any meeting shall constitute a quorum at such meeting, provided that notice of said meeting has been given in accordance with the provisions of these Bylaws.

Section 7. Voting By Mail

The election of Directors may be conducted by mail in such manner as the Board of Directors shall determine. Any other matter which the Board of Directors considers of major importance may be submitted to the membership for vote by circulation of a petition or by mail. A vote by circulation of a petition or by mail requires a response of one quarter of the membership to constitute a quorum. The vote of the majority of these constituting the quorum will decide the issue submitted to the membership.

ARTICLE VI. CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts

No Officer or agent of the Association may enter into a written or oral contractual obligation without a specific resolution of the Board of Directors. The authority so granted shall be limited to the transaction so specified in the resolution.

Section 2. Checks and Drafts

All checks, drafts or orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by the Treasurer and, and for amounts over \$400, countersigned by the President or Vice President.

Section 3. Deposits

All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may elect.

Section 4. Gifts

The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

ARTICLE VIII. DUES AND ASSESSMENTS

Section 1. Membership Dues

The amount of dues for membership in the Association shall be such sum as may be set by the Board of Directors from year to year by a majority of vote of said members of the Board of Directors. Bills for dues shall be submitted to the membership by the Treasurer on or before September 1 of each year.

Section 2. Assessments

The Board of Directors shall make recommendations for special assessments as may be required. Special assessments shall require the approval of two thirds of the qualified members of the Association.

Section 3. Default and Termination of Membership

When any member shall be in default in the payment of the dues or assessments for a period of six (6) month from the beginning of the fiscal year or a period for which such dues or assessments became payable, his/her membership may thereupon be terminated by the Board of Directors in the manner provided in Article II of these Bylaws.

ARTICLE IX. FISCAL YEAR

The fiscal year of the Association shall begin on the first day of October and end on the last day of September of each year.

ARTICLE X. MISCELLANEOUS

Section 1. Waiver of Notice

Whenever any notice is required to be given under the provisions of these Bylaws of the Association or by statute, a waiver thereof in writing signed by the person entitled to such notice, whether before or after the time stated herein, shall be deemed equivalent to the giving of such notice.

Section 2. Amendments to By Law

Bylaws may be adopted, amended, or repealed by vote of two-thirds majority of the Board of Directors.

Section 3. Public Statements

Public statements representing the official opinion or position of the Association shall be made only by the President after the approval of the Board of Directors. The Board of Directors shall make such inquiries, as it deems necessary among the membership to determine the feeling and position of the Association members prior to granting approval of public statements. Failure on the part of any member to comply with this provision of the Bylaws shall be considered a cause for the termination of membership under Article II, Section 2, of these Bylaws.

Section 4. Distribution of Assets Upon Dissolution

In the event of dissolution or winding up, any remaining assets shall be distributed to a charitable institution that is qualified under Section 501(c)(3) of the Internal Revenue Code.

Section 5. Construction and Definitions

Unless the context otherwise requires, the general provision, rules of construction and definitions contained in the general provisions of the California Nonprofit Corporation Law and in the California Nonprofit Mutual Benefit Corporation Law shall govern the construction of these Bylaws.

**CERTIFICATE OF SECRETARY
OF
PALOS VERDES MONACO
HOMEOWNERS ASSOCIATION**

I hereby certify that I am the duly elected and acting Secretary of said Association and that the foregoing Bylaws, comprising of 14 pages, constitute the Amended By Laws of said Association as duly adopted at a meeting of the Board of Directors thereon held on April 18, 2001.

s/ (Judith M. Keller April 18, 2001)
Secretary

CONDITIONS, COVENANTS, AND RESTRICTIONS (CC&Rs)

The following pages describe the Conditions, Covenants, and Restrictions recorded for the Upper and Lower Monaco developments of Rancho Palos Verdes. This version has been retyped from photocopies and reformatted for easier reading. It contains minor typographical and syntactical corrections.

SECTION TWO: UPPER MONACO

**Recorded in Official Records of Los Angeles County California
for Title Insurance & Trust Co.
June 9, 1965, RAY E. LEE, County Recorder**

DECLARATION OF RESTRICTIONS TRACT 25160 PALOS VERDES MONACO

THIS DECLARATION, made this 7th day of June 1966, by PALOS VERDES MONACO, a partnership, hereinafter referred to as "Declarant".

RECITALS

WHEREAS, Declarant is the owner of the real property in the County of Los Angeles, State of California, which is more particularly described as:

Lots 1 through 145, inclusive, of Tract No. 25160 as per map recorded in Book 675, Pages 85 to 90, inclusive, Official Records, in the office of the County Recorder of Los Angeles County, California ("the property" herein).

WHEREAS, Declarant desires to establish a general plan for the improvement, and development of the property and to subject the property to the following conditions, restrictions, covenants and reservations upon and subject to which all of the property shall be held, improved and conveyed.

NOW, THEREFORE, Declarant hereby declares that the property is and shall be held and conveyed upon and subject to the conditions restrictions, covenants and reservations hereinafter set forth, each and all of which are for the benefit of the owner of each part or portion of the property, and each and all of which shall inure to and pass with each and every parcel of the property and shall apply to and bind the respective successors in interest of the property and any part or portion thereof, as follows:

A. DEFINITIONS

The following terms used herein shall have the following meanings:

1. "The property" means the property described in Recital A hereof and such other or additional property as may from time to time be declared to be subject to this Declaration.
2. "Lot" means one of the numbered parcels on the map of the property recorded in the office of the County Recorder of Los Angeles County, California.
3. "Building site" means either a lot as shown on said map, or a parcel consisting of a lot and any contiguous portions of any other lot that may be consolidated.
4. "Building", "structure" and "outbuilding" shall include both the main portion of such structures and all projections therefrom.
5. "Street" means any street, highway or other thoroughfare shown on the map of the property.
6. "The Committee" means the Architectural Committee described in paragraph 4 hereof.

B. BUILDING RESTRICTIONS

1. Approval of Plans

No building, structure, garage, outbuilding, fence, pole or other structure shall be constructed, erected, altered, remodeled, placed, maintained or permitted to remain on the property or any portion thereof unless and until two complete sets of plans and specifications therefor, prepared by a duly licensed architect or draftsman approved by the Committee, including finished grading plans, drainage, plot plan showing the location of such structures on the building site, height, floor and roof plan, exterior elevation, sections and salient exterior details and color schemes, and landscaping and planting plans, including the type and location of trees, fences, hedges and walls, shall have been submitted to the Committee, in accordance with the procedures set forth in paragraph 4 hereof and approved in writing by the Committee.

2. Altering Grade or Drainage

The grade of ground level of any of the said lots or any building site on the property or drainage therefrom shall not be altered or changed in any manner without prior written consent and approval of the Committee.

3. Garages

Outbuildings or garages erected and maintained upon any lot or building site shall conform, generally, in architectural design and exterior material to the finish of the dwelling houses to which they are appurtenant, and maybe, but need not be, attached to said dwelling.

4. Unreasonable View Obstruction

No building structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the said lots or any building site on the property in such

location or manner as will, in the opinion of the Committee, unreasonably obstruct or interfere with the view from other lots in the property.

5. Plantings, Fences and Structures that Obstruct View

No hedge or hedge row or other planting or wall or fence or building or other structure shall be planted, erected, located or maintained upon any lot in such location or in such height as will, in the opinion of the Committee, unreasonably obstruct the view from any other lot or lots in the property.

6. Enclosed Service Areas

All service yards or service areas, drying yard or other service area on any lot shall be enclosed or fenced in such a manner as to be obstructed from view from any adjacent lot or street.

7. Outdoor Antennas

No outside television or radio pole or antenna shall be constructed, erected or maintained on any building or on any lot or building site or located in such a manner as to be visible from the outside of any such building, except by and with the written consent of the Committee.

8. Non-Occupancy and Diligence during Construction

The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the same shall be fully completed, and no such building or structure shall be occupied during the course of original construction or until made to comply with the restrictions and conditions set forth in this Declaration.

9. Approval by Geologist or Soils Engineer

Any proposed grading and/or construction on any site lot must be approved by an engineering geologist and/or soils engineer prior to application for a building permit.

C. USE RESTRICTIONS

1. Maintenance and Care of Lots

The owner of each lot of said property shall keep the property free and clear of all weeds and rubbish and do all other things necessary or desirable to keep the premises neat and in good order, and it is hereby agreed that in the event of default in the performance of this covenant, the Declarant, its successors or assigns, hereby reserves the right to enter upon such property of such owner and remove all weeds and rubbish and do all other things necessary to place the property in a neat and orderly condition in accordance with this covenant and the expense thereof shall become due and payable by such owner to the Declarant, its successors or assigns, within five (5) days after written demand thereof.

2. Nuisances

No noxious or offensive trade or activity shall be carried on upon the property or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood.

3. Signs

No billboard or sign of any character shall be erected, maintained or displayed upon or about any part of the property without the approval of the Committee, and any billboard or sign not so permitted may be summarily removed and destroyed.

4. Activities of Declarant

The provisions of paragraph 2 and 3 hereof shall not apply to temporary buildings, structures or signs erected, constructed, used or maintained by or to any business activities of the Declarant or its agents, successors or assigns, for or in connection with the sale, development or use of the property covered by this Declaration or property immediately adjoining the same.

D. ARCHITECTURAL COMMITTEE.

1. The Committee shall be appointed as specified in the Covenants, Conditions and Restrictions recorded in Book ____, Page ____, in the office of the County Recorder of Los Angeles County, California, on ____, 19__.
2. The Committee shall meet as required, but not less than once each calendar month. The Committee shall review, study and check plans and specifications for original construction and for all additions and all alterations, and shall advise with the owner and his representative until the submitted plan is approved. All plans shall be submitted to the Committee at 9201 Wilshire Boulevard, Suite 205, Los Angeles, California, or any other address designated by the Committee by a recorded instrument referring to this Declaration and the property.
3. The Committee shall be entitled to receive as compensation a fee of twenty-five dollars (\$25.00) for the filing of a plan or approval, and fifteen dollars (\$15.00) for the filing of a corrected or modified plan, with the condition that the total of all fees paid to the Committee for architectural review of any lot or building site shall not exceed seventy dollars (\$70.00), all fees to be borne and paid for by the owner of the lot or building site.
4. The owner may, prior to the submission of complete plans and specifications, as provided in subparagraph (c) hereof, submit to the Committee preliminary or tentative plans and specifications which shall clearly and completely show and set forth the essential features and intent of the building site for architectural review and comment before proceeding with the preparation and submission of the final plan for approval.

5. If the Committee fails to approve or disapprove such plans and specifications as provided within thirty (30) days after submission and the payment of fees required, it shall be presumed that the committee has approved said plans and specifications as submitted.
6. Plans must be submitted forty-eight (48) hours prior to the stated time of a meeting to be considered at that meeting.
7. The approval by the Committee of any plans and specifications, plot plan, grading, planting or any other plan or matter requiring approval under the Declaration shall not be deemed to be a waiver by the Committee of its right to withhold approval as to a similar or any other feature or element embodied therein when subsequently submitted for approval in connection with the same lot or building site, or any other lot or building site. Neither the Committee, nor any member thereof, nor the Declarant shall be in any way responsible or liable for any loss or damage for any error or defect which may or may not be shown on any plans and specifications, or in any plot or grading plan or planting or other plan or in any building or structure or work done in accordance with any such plans and specifications or plan, or in connection with any other matter, whether or not the same has been approved by the Committee and/or the Declarant.

E. SETBACK, BUILDING HEIGHT AND MINIMUM SIZE RESTRICTIONS.

1. Front Line Setbacks

No residence, building, swimming pool or other pool or patio or other structure exception fences and walls which are not in excess of thirty (30) inches in height and excepting driveways and walks, shall be constructed, placed or maintained upon any portion of the property which is designated in this subparagraph (a) as a front line setback area, and no front line setback area shall be used for any residence, building, swimming pool or other pool, patio, fence, wall or other structure, the construction, placement or maintenance of which in such area is prohibited hereunder.

- a. The front line setback area of the following lots shall be that portion of said lot that lies within twenty-five (25) feet from the common boundary line of such lot and any road or street with the exception of Hawthorne Boulevard and Crest Road: 41, 42, 43, 44, 73, 74, 91 and 92.
- b. The front line setback of the following lots shall be that subportion of said lot that lies within fifteen (15) feet from the common boundary line of such lot and any road or street with the exception of Hawthorne Boulevard and Crest Road: 9, 24, 25, 26, 37, 39, 45, 65, 112 and 122.
- c. The front line setback of the following lots shall be that subportion of said lot that lies within ten (10) feet from the common boundary line of such lot and any road or street with the exception of Hawthorne Boulevard and Crest Road: 1, 2, 8, 27, 28, 36, 75, 76, 77, 127, 128, 129, 130, 131, 132, 133 and 145.
- d. The front line setback of the following lots shall be that subportion of said lot that lies within five (5) feet from the common boundary line of such lot and any road or street

with the exception of Hawthorne Boulevard and Crest Road: 3, 4, 5, 6, 7, 29, 30, 31, 32, 33, 34, 35, 38, 113, 114, 115, 116, 117, 118, 119, 120 and 121.

- e. The front line setback of the following lots shall be that subportion of said lot that lies within three (3) feet from the common boundary line of such lot and any road or street with the exception of Hawthorne Boulevard and Crest Road: 134, 135, 136, 137, 138, 139, 140, 141, 142, 143 and 144.
- f. The front line setback area of all other lots shall be that subportion of said lot that lies within twenty (20) feet from the common boundary line of such lot and any road or street with the exception of Hawthorne Boulevard and Crest Road.

2. Side line Setback Areas

- a. No residence, building, swimming pool or other pool, or patio or other structure, excepting fences and walls and driveways and walks, shall be constructed, placed or maintained upon any portion of the property which is designated as a side line setback area in Exhibit "A", which is attached hereto and made a part hereof, and no side line setback area shall be used for any residence, building, swimming pool or other pool, or patio or other structure, the construction, placement or maintenance of which in such area is prohibited hereunder.
- b. The total side line setback area for all lots not specifically mentioned in Exhibit "A" hereto shall be a sum equal to twenty-five percent (25%) of the width of the lot from side boundary to side boundary line at the front line setback or building line, and not less than one-third ($1/3$) of the total side line setback area shall be adjacent to either boundary line of the lot.

3. Building Height Restriction

- a. The apparent height of a building or structure when viewed from the street elevation shall be limited to single story on the following lots or building sites: Lots 1 to 54, inclusive, 65 to 67, inclusive, 81 to 90, inclusive, and 95 to 127, inclusive.
- b. The apparent height of buildings or structures when viewed from the street elevation may not exceed two stories on the following lots or building sites: Lots 55 to 64, inclusive, 68 to 80 inclusive, 91 to 94, inclusive, and 128 to 145, inclusive.

4. Minimum Dwelling Size

No main dwelling shall be constructed, placed or maintained upon the property covered hereby which has a ground floor area, exclusive of porch, patio, covered by unenclosed area, garage, or other accessory building, of less than one thousand eight hundred (1,800) square feet if the same is of one story only. No such building, dwelling or structure constructed on the property shall exceed two stories and, if more than one story in height, said main dwelling as defined above shall have a ground

floor area of not less than one thousand, two hundred (1,200) square feet. The floor area containing the main living area shall be deemed the ground floor for a building in the excess of one story.

F. MISCELLANEOUS PROVISIONS.

1. Mortgage Protection

No breach of this Declaration of Restrictions shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value. However, each and all of the provisions hereof shall be binding upon and effective against any lot owner whose title thereto is acquired by or through trustee's sale, foreclosure or deed in lieu of foreclosure.

2. Severability

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provisions hereof.

3. Interpretation

The provisions of this declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of the property. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 7 day of June 1966.

PALOS VERDES MONACO

By Seymour Owens

EXHIBIT "A"
Side Line Setback Areas
(See page 6, 2, b of Declaration of Restrictions)

The side line setback area for each lot of that portion of the lot that lies within the specified distance of the common boundary of the subject lot and adjacent lot, as follows:

<u>Lot</u>	<u>Specified Distance to Common Boundary With</u>	<u>Adjacent Lot</u>
1	10 feet	Tract Boundary
1	10 feet	2
2	5 feet	1
2	15 feet	3
3	5 feet	2
3	5 feet	4
4	5 feet	3
4	5 feet	5
5	7 feet	4
5	8 feet	6
6	7 feet	5
6	7 feet	7
21	10 feet	20
21	15 feet	Tract Boundary
22	20 feet	".."
22	7 feet	23
23	8 feet	22
23	5 feet	24
30	7 feet	29
30	8 feet	31
31	7 feet	30
31	8 feet	32
35	8 feet	34
35	7 feet	36
36	10 feet	35
36	10 feet	37
37	12 feet	36
37	8 feet	38
38	15 feet	37
38	10 feet	39
40	5 feet	39
40	5 feet	41
41	5 feet	40
41	5 feet	42
42	5 feet	41
42	5 feet	43
43	5 feet	42
43	10 feet	49
43	10 feet	48
43	5 feet	44

45	10 feet	44
45	15 feet	46
59	10 feet	58
60	10 feet	61
65	10 feet	66
65	15 feet	67
66	5 feet	65
66	28 feet	72
67	5 feet	65
67	5 feet	66