

DECLARATION AS TO ESTABLISHMENT OF CONDITIONS,  
RESTRICTIONS, COVENANTS, RESERVATIONS, LIENS  
AND CHARGES AFFECTING THAT CERTAIN  
REAL PROPERTY KNOWN AS

MALIBU ENCINAL.

This declaration made and dated this Sixth day of September, 1932, by MARBLEHEAD LAND COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of Delaware, WITNESSETH: WHEREAS, said MARBLEHEAD LAND COMPANY, a corporation, is the owner of a certain tract of land situated in Los Angeles County, State of California, described as follows:

All that real property contained within the exterior boundary lines of Tract No. 10630, as shown on the map thereof recorded on the 23rd day of September, 1932, in Book 181 of Maps, Pages 6 to 11 inclusive, in the office of the Recorder of Los Angeles County, State of California:

WHEREAS, said MARBLEHEAD LAND COMPANY is about to sell, dispose and/ or convey parts of said hereinabove described real property by lots and/ or parts thereof, subject, however, to the hereinafter specified protective restrictions, conditions, covenants and reservations, liens and charges between said MARBLEHEAD LAND COMPANY and each and all subsequent grantees, acquirers, owners and encumbrancers of said property, as hereinafter more particularly set forth,

NOW, THEREFORE: KNOW ALL MEN BY THESE PRESENTS: That said MARBLEHEAD LAND COMPANY, a corporation, has established, and does hereby establish, a general plan for the improvement, maintenance and development of said Tract No. 10630 and has established, and does hereby establish, the conditions, provisions, restrictions, covenants, reservations, liens and charges, upon and subject to which each and all lots, parcels and/ or parts of lots in said tract shall be held, leased, and/ or sold and/ or conveyed by MARBLEHEAD LAND COMPANY as owner, and / or by the successors in interest of said corporation; each and all of said restrictions are for the benefit of said tract and owner and/ or owners of land and/ or interests in said Tract No. 10630, and shall enure to and pass with each and every parcel of land in said tract, and shall apply to and bind the respective successors in interest of the present owner and/ or owners thereof, and are, and each thereof is, imposed upon said tract as a servitude in favor of each and every lot and/ or parcel of land in said tract, as a dominant tenement and/ or tenements. Each and all of said restrictions shall apply to said tract and each and every lot therein before the execution and delivery of deeds, as well as after deeds have been executed and delivered, and shall be written in and/ or incorporated by reference and become a part of each and every deed to lots and/ or parcels of said tract.

For the sake of brevity and convenience, the term or expression "said tract," whenever hereafter used, shall be construed, when appropriate in the context, as referring either to the whole or any lot, or any part thereof, of said Malibu Encinal Tract No. 10630, as the same are contained, delineated and described in said recorded map thereof first hereinabove referred to; and the term or expression "restriction" shall be construed as referring to and including all the protective restrictions, conditions, provisions, licenses, easements, reservations, covenants, liens and charges hereinafter set forth in the succeeding paragraphs hereof.

1. All restrictions hereinafter set forth, except the race restrictions which shall run with the land forever, and except those restrictions modified as herein provided, and in event of such modifications then all such restrictions as modified, shall continue in effect upon the respective lots and/ or the whole of said tract, as to which such restrictions are applicable, and shall bind the successors in interest of all grantees from MARBLEHEAD LAND COMPANY, and their heirs, successors, assigns and tenants for a period of years extending to January 1, 1948, and shall, if then in force, be continued automatically and without further notice from that time for a period of five (5) years, and thereafter for successive periods of five (5) years without limitation, unless within six months prior to the expiration of any period above described a written agreement to modify, change or abolish any or all of said restrictions affecting any or all of the area of said tract shall have been executed by the then owners of more than one-half the area of said tract, and said agreement shall have been placed on record in the office of the County Recorder of Los Angeles County. In the event of such change or modification of the restrictions, the original restrictions so modified shall then continue for successive five (5) year periods each, forever, unless and until the restrictions are abolished and/ or amended as herein provided.

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2. Any restriction herein contained may from time to time be changed or modified also in the following manner: (a) As to any of said tract then owned by Marblehead Land Company, by the recordation of a written instrument setting forth such changes or modifications jointly executed by Marblehead Land Company (or its successors in interest as owner of the reversionary rights herein) and the owners of record of one-third of the area of said tract within two hundred (200) feet in any direction of the part of said tract affected by said amendment or modification.

(b) As to any of said property then owned by any grantee from Marblehead Land Company, or any successor in interest of such grantee, by the recordation of an instrument setting forth such modifications or amendments jointly executed by said Marblehead Land Company (or its successors in interest as owner of the reversionary rights herein), and the owners of record of two-thirds of the area within three hundred (300) feet in any direction of the portion of said tract affected by said amendment or modification.

3. Each and every owner of a building site in this tract is entitled to, and by virtue of his ownership by contract or deed agrees to accept, a share or shares in the Home Owners Association, in accordance with the area owned in said tract, which may be organized by said Marblehead Land Company. Said Home Owners Association may provide for the upkeep, maintenance and purchase of all streets, walks, easements, reservations, community beach and/ or community park areas as herein set forth, and shall provide funds by assessment for such maintenance and preservation. Said assessment as to each building site shall be limited in each year to an amount not to exceed fifty per cent. (50%) of the county tax in any one year upon each building site. Said Home Owners Association shall also elect an Architectural Committee, one member of which shall be a certified architect whose duties and powers shall be set forth in detail in the by-laws of said Association.

HOA assessment

4. No lot or lots, or any parts thereof, in said tract shall at any time be leased, rented or mortgaged to any person or persons not of the White or Caucasian race, and no lot or lots, nor any parts thereof, nor any of the bathing facilities shall at any time be used or occupied or permitted to be used or occupied by any person not of the White or Caucasian race, except such as are in the domestic employ of the owner or tenant of said lot actually residing thereon, and in event of such employment, then for domestic employment purposes only.

5. No poles, telephone or power poles, shall be erected or permitted to be erected upon the lots and/ or parts thereof, in said tract at any time; and at all times all power and telephone lines and all wiring shall be placed and maintained in conduits and shall not be permitted to be exposed or strung upon poles, nor shall said wiring be permitted to be exposed either on the exterior or in the interior of any building or buildings. No fireplaces, firepits, windbreaks, loggias, pergolas, radio aerials, flag or laundry poles and/ or other poles, wires, laundry lines, ropes and structural adjuncts to buildings shall be erected and/ or maintained without the approval in writing of said Architectural Committee being first obtained as to their location, construction and maintenance.

utilities

6. No plumbing, pipes and/ or fixtures shall be exposed in any manner and/ or placed on the exterior of any building and/ or other structure.

7. Each and all lots, or half of lots, when used as a whole lot, and/ or building site, together with other lots and/ or parts of other lots when used with a lot or with half of a lot as a building site, are restricted to one family residence only, and shall be used for one family residence purpose only. Dwellings not to exceed four in number may be erected by the use of common walls if said common walls shall be of fireproof construction and approved by the Architectural Committee. Where the dwellings are so erected by the use of common walls, the restrictions herein set forth shall prevail the same as if said dwellings were considered as a single dwelling on one building site, and insofar as this exception does not prevent, hinder or interfere with necessary utility easements, drainage and/ or community welfare,

single family residential

8. No buoy and/ or barge, except life lines approved by the Architectural Committee, and

buoys & barges

no pier, wharf, groin or other structures extending across the herein mentioned easements, above the line of ordinary high water mark of the Pacific Ocean, or extending into the Pacific Ocean, may be built and/ or maintained, except as herein otherwise provided, and said Harblehead Land Company reserves the right, but shall not be obligated so to do, to locate, place and maintain life lines at such places on said tract and in such mode and manner as said Company may deem best.

Septic

9. The disposal of waste, water and sewage in this tract may be by cesspools or septic tanks, and subject to the designation as to cesspools or septic tank and approval as to location by the Architectural Committee. The Architectural Committee shall have the right to require a septic tank substituted for a cesspool, and to require either said cesspool or septic tank to be relocated.

Signs

10. No signs, billboards, or for sale signs may be placed or erected on any lot, lots or parts thereof, except by permission of the Architectural Committee, as to form, content and appearance.

Architectural Committee Control of buildings etc

11. No building, dwelling house, fence, wall, sidewalk, steps, beach awnings, beach tent, pole or structure shall be erected, altered or maintained upon any part of said tract, until plans and specifications therefor, showing the construction, nature, kind, shape, height, material and color scheme therefor, and block plan indicating the location of such structure on the building site, and the grading plans of the building site to be built upon, shall have been submitted to, and the location, the exterior designs and dimensions thereof approved in writing by the Architectural Committee, and a copy of such plans and specifications, block plan and grading plan as finally approved shall be deposited for permanent record with the Architectural Committee. Any such approved plans shall cease to be of any force or effect on and after the expiration of six months after said approval, unless the owner meanwhile shall commence the construction of the building or alteration forming the subject matter of such plans, and thereafter prosecute the same to completion with due diligence and dispatch and in a workmanlike manner. Upon the completion of such building, structure or alteration forming the subject matter of said approved plans, the same shall be inspected by the Architectural Committee, and if it is found that the building or structure conforms to the said approved plans then a certificate shall be issued showing such compliance and completion, but after the expiration of one year from the date of the completion of such structure or building, the same shall, in favor of those who may have purchased or acquired encumbrances in good faith and for value from the owner causing such structure to be erected or alteration to be made, be deemed to be in compliance with all the provisions and all restrictions affecting said tract. No tent, garage or other temporary structures shall be erected on any lot in advance of the erection of any house thereon.

Roof composition

12. Not more than fifteen per cent. (15%) of the total roof area of any dwelling may be flat nor consist of any paper, felt and/ or asphaltic base composition material; nor may any roof of any building on Lots 70, 72, 74, 76, 78, 80, 81, 82, 83, 84, 86, 88, 90, 92, 94, 96, 98, 100, 102, 104, 106, 108, 110, 112, 114, 116, 120, 122, inclusive, rise higher than four (4) feet above the natural surface of the mesa to the rear thereof; nor may any roof of any building on any lot in this tract rise higher than thirty (30) feet above the natural grade line, and not more than two (2) full stories.

4' fences 7' patio walls

13. No hedge nor fence may be maintained of a height greater than four (4) feet above natural grade. No wall or patio wall shall be erected to a height greater than seven (7) feet above natural grade.

trees

14. No trees, hedges and/ or any planting shall be permitted to grow to such a height or be placed in such a location as shall interfere with the view from the nearby properties.

inflammable materials to be used

15. Whenever and wherever the exterior of any buildings shall be of inflammable materials, said inflammable materials shall be treated with fire resistant materials, or said exterior surface composed of such inflammable materials shall be protected by an effective fire fighting device, approved by said Architectural Committee.

placement of doors

16. All doors and/ or entries to service porches and/ or service yards shall be adequately concealed to preserve a desirable exterior view thereof, and all garbage, trash, fuel, laundry and/ or other domestic service appurtenances shall be adequately concealed.

and maintained in an orderly and sanitary condition.

*outhouses* 17. No outhouses shall be allowed on any lot and all garages shall be designed as an integral part of the dwellings, except as special conditions may prevent, and all exceptions shall be subject to the discretion of and/ or directed by the Architectural Committee.

*setbacks* 18. On Lots numbered 1 to 31 inclusive, building setbacks shall be observed as shown in typical court plan on that certain map for Tract 10630, approved by the Regional Planning Commission of Los Angeles County, July 1, 1932, subject to such special conditions as may herein be permitted, and subject to such changes as the Marblehead Land Company or the Architectural Committee may allow and approve when all lots in any one court are purchased by one owner, or such changes as are requested by all owners in the court. Buildings shall be set back from the private street property line on Lots 32 to 42, inclusive, a distance of ten (10) feet, and on Lots 43, 45, 47, 49, 53, 55, 57, 61, 63, 64, 65, 66, 67 and 68, inclusive, a distance of fifteen (15) feet. On Lots 44, 46, 48, 50, 51, 52, 54, 56, 58, 59, 60 and 62, buildings shall be set back from the private street property line a distance of fifteen (15) feet. On Lots numbered 63, 64, 65, 66, 67, 68, 70, 72, 74, 76, 78, 80, 81, 82, 83, 84, 86, 88, 90, 92, 94, 96, 98, 100, 102, 104, 106, 108, 110, 112, 114, 116, 120, 122, 123 and 121, buildings shall be set back from the private street property line to such distance, if any, as may be determined by the requirements of the topography of the land and as determined by the Architectural Committee.

*setbacks* 19. On Lots 69, 71, 73, 75, 77, 79, 85, 87, 89, 91, 93, 95, 97, 99, 101, 103, 105, 107, 109, 111, 113, 115, 117, 118 and 119, buildings shall be set back a distance of fifteen (15) feet from the northerly property line when entry to said lots is made across said northerly line; and a distance of four (4) feet from the northerly line of said lots when entry is made across the easterly or westerly line of said lots, except that second story set back lines shall be maintained subject to the discretion and approval of and as directed by the Architectural Committee when entry is across said northerly line; but when entry is across said easterly line or westerly line, the second story shall set back not less than fifteen (15) feet from said northerly line.

*setbacks* 20. On Lots numbered 124 to 139, inclusive, buildings shall be set back from the private street property line a distance of ten (10) feet, and said buildings shall not extend southerly and beyond the ocean front building line established for said Lots 124 to 139, inclusive, by the Architectural Committee. No wall, hedge or fence shall extend southerly and beyond a line parallel to and twenty (20) feet southerly from said ocean front building line; said ocean front fence line located twenty (20) feet southerly of said ocean front building line shall be considered to be the same as the northerly line of the herein set forth easement across said Lots 124 to 139 inclusive, of a width of fifty (50) feet inland from the line of ordinary high water mark of the Pacific Ocean as shown on the recorded map for said Tract 10630, and in any event said fifty (50) feet easement shall control.

*setbacks* 21. On lots 141 to 159, inclusive, buildings shall not be required to be set back from said private street property line, and no building shall extend beyond the ocean front building line established for said Lots 141 to 159, inclusive, by the Architectural Committee; and no wall, hedge or fence shall extend beyond a line parallel to and twenty (20) feet southerly from said ocean front building line; said ocean front fence line located twenty (20) feet southerly of said ocean front building line to be considered to be the same as the northerly line of the herein set forth easement across said Lots 141 to 159, inclusive, of a width of twenty-five (25) feet inland from the line of ordinary high water mark, except where said northerly line of said easement shall be at an elevation greater than five (5) feet above said ordinary high water mark line, in which event said five foot elevation line above said ordinary high water mark shall become the northerly line of said easement; provided, that in no event shall said easement be less than ten (10) feet inland from said ordinary high water mark.

*setbacks* 22. Lots 160 to 170, inclusive, all buildings shall be set back from the private street property line a distance of fifteen (15) feet.

23. No exterior wall of any dwelling shall be placed nearer to either side property

line than a distance equal to ten per cent.(10%) of the average width of said building site, and in no event shall any building site be of an average width of less than thirty (30)feet; provided,that for lots less than forty (40) feet wide no such gall shall be placed nearer to the side property line than four (4) feet, unless a rear yard of not less than ten (10) feet be provided,in which case the ten per cent.(10%) setback shall apply; and except that any garage or patio wall or fence may be placed upon said property line,provided that whenever said garage or patio wall or fence is greater than four (4) feet, it shall be of fire-proof construction.

Setback

beach fires

24. Fires shall not be made on the beach southerly of the northerly line of the easement on said beach, and in no event unless in firepits having adequate windbreaks approved by Architectural Committee.

Construction of part of lot - easement

25. Whenever a building shall be erected upon a part of any lot,as herein provided,the restrictions herein set forth shall apply as to said part in the same manner as when the building is erected upon a whole lot. If, as and when necessary, an easement of not less than fifteen (15) feet in width shall be permitted for ingress and egress to and from said parts of lots.

animals

26. No swine, fowl, reptiles and wild animals, except household pets,shall be kept on any part of said property. No horses,unleashed dogs, asses and horned animals shall be permitted to run at large thereon.

restriction on use

27. No lot or lots,or building or buildings,on said tract shall be used for a cemetery, crematory,mausoleum or for the burial of the dead,or for a slaughter house or meat packing establishment,or for a hospital, or manufacture or sale of intoxicating beverages,or narcotics, or any purpose contrary to Federal, State and County laws, sanitarium,orphanage asylum, detention or reform school,dairy,dog kennel for profit, or other establishment for the sale or breeding of animals;nor shall there be erected any building or structure for any business or industrial use of the property whatsoever, other than for a single family dwelling with necessary appurtenances. This restriction shall not prevent artists,doctors,lawyers,writers and other professional men and women from having their offices upon the said tract.

recreational easements

28. Lots 124 to 139,inclusive, and Lots 141 to 159,inclusive, shall be subject to an easement, and said easement is hereby reserved,in favor of Grantor, its successors in interest and assigns, each and every home owner in said Tract No.10630, in each and every tract subdivided in Lot 16 of Rancho Topango Malibu Sequit by Grantor,its successors in interest and assigns. Said easement shall be used for pedestrian travel, bathing and recreational purposes, and all purposes incidental thereto,and not for other purposes and not for the purpose of camping,erecting tents,or buildings, landing or launching boats,or maintaining concessions or lighting fires. On Lots 124 to 139,inclusive, said easement shall include the southerly fifty feet (50') of each and all said lots, being a strip of land fifty feet (50') in width,lying within said realty and bounded on the south by the southerly lines of said lots,on the east by the easterly line of Lot 124, and on the west by the westerly line of Lot 139, as said lines are delineated on the recorded map and/ or maps hereinabove referred to, and also all land that may now or hereafter be located between said lots and the ordinary high water mark of the Pacific Ocean. On Lots 141 to 159,inclusive, said easement shall include the southerly twenty-five (25') feet of each and all aforesaid lots,being a strip of land twenty-five feet (25') in width,lying within said Lots 141 to 159,inclusive, and bounded on the south by the southerly lines of said lots,on the east by the easterly line of Lot 141,and on the west by the westerly line of Lot 159, as said lines are delineated on the recorded map and/ or maps hereinabove referred to, and also all land that may now or hereafter be located between said lots and the ordinary high water mark of the Pacific Ocean, except where said northerly line of said easement shall be at an elevation greater than five feet (5') above said ordinary high water mark line,in which event said five foot elevation line above said ordinary high water mark shall become the northerly line of said easement; provided,however, in no event shall said easement be less than ten feet (10') inland from said ordinary high water line.

Breach

29. Breach of any of the foregoing conditions shall cause said realty to revert to the Grantor, its successors or assigns, each of whom respectively shall have the right of im-

mediate reentry upon said realty, in the event of any such breach; and as to the owner or owners of any other of said lots hereinabove set forth, the foregoing conditions and restrictions shall operate as covenants running with the land, and the breach of any of such covenants and restrictions or the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by such Grantor, its successors, or assigns, or by any such owner or owners, their heirs, devisees, executors, administrators, successors or assigns, but by no other person.

*Breach*

30. Breach of any of the foregoing conditions, or any reentry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith, and for value, as to said realty or any part thereof; but said conditions shall be binding upon and effective against any owner of said realty whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

*Interpretation of agreement*

31. The right and power to interpret and enforce these restrictions are conferred upon the Home Owners Association and the Architectural Committee, as the articles and by-laws of said Association shall provide. The powers herein conferred upon said Home Owners Association and Architectural Committee shall be exercised by Marblehead Land Company until the due incorporation of said Association and appointment of said Committee and transfer thereto by said corporation.

*Severable*

32. All of said restrictions, covenants, reservations, liens and charges contained in this declaration and hereinbefore for convenience referred to as restrictions, shall be construed together, but if it shall at any time be held by a court of competent jurisdiction that any one of said restrictions, conditions, reservations, liens or charges, or any part thereof, is invalid, or for any reason become unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, shall be thereby affected or impaired. The Marblehead Land Company and its grantees and respective heirs, successors and assigns shall be bound by each article, section, sub-section, paragraph, sentence, clause and phrase of this declaration, irrespective of the fact that some portion thereof may be declared invalid or unenforceable.

IN WITNESS WHEREOF, the MARBLEHEAD LAND COMPANY has caused its corporate name and seal to be hereunder affixed by its President and Secretary first and thereunto duly authorized the day and year first above written.

(SEAL) MARBLEHEAD LAND COMPANY  
By M.K. Rindge, President,  
By Frederick H. Rindge, Secretary.  
State of California, County of Los Angeles.

On this 25rd day of September, 1932, before me, Mai Field Douglas, a Notary Public in and for the said County, residing therein, duly commissioned and sworn, personally appeared M.K. Rindge, known to me to be the President, and Frederick H. Rindge, known to me to be the Secretary of the corporation described in and that executed the within instrument, and acknowledged to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.  
(Notarial Seal) Mai Field Douglas, Notary Public in and for the County of Los Angeles, State of California. My Commission expires December 14, 1933.

#1193. Copy of original, recorded at request of MARVIN OSBURN, Sep. 23, 1932, 4:59 P.M. Copyist #87. Compared. C.L. LOGAN, County Recorder, By Deputy.  
\$5.70-54-R. *J. Lefure* (33)

U.S.I.R.S. \$2.00 Cancelled. TRUSTEE'S DEED. No. 50723.

THIS INDENTURE, made this 19th day of September, 1932, between CALIFORNIA TITLE INSURANCE COMPANY, a corporation, as Trustee, party of the first part, and ELIZABETH DICKEY, party of the second part, WITNESSETH: That WHEREAS, REGINA C. PELTON, by Deed of Trust, dated August 6, 1929, and recorded August 10, 1929, in Book 8211 of Official Records of Los Angeles County, California, at Page 579, et seq., did grant and convey that certain real property hereinafter described, to CALIFORNIA TITLE INSURANCE COMPANY, a corporation, as Trustee, to secure, among other things, her promissory note in the aggregate sum of Twenty-two hundred and no/100 (\$2200.00) Dollars, with interest thereon at the rate of seven per