

**ARTICLES OF INCORPORATION**

68

HUNTINGTON PALISADES PROPERTY OWNERS CORPORATION LTD.

6 KNOW ALL MEN BY THESE PRESENTS: That we, the under-  
7 signed, a majority of whom are citizens and residents of the State  
8 of California, have this day voluntarily associated ourselves to-  
9 gether for the purpose of forming a non-profit cooperative corpora-  
10 tion, under the provisions of Title XXII of Part IV of Division  
11 First of the Civil Code, State of California, approved March 21,  
12 1872, as thereafter amended, and we hereby certify:

2.

The name of the corporation shall be "HUNTINGTON  
PALISADES PROPERTY OWNERS CORPORATION LTD."

II.

The purposes for which this corporation is formed are:

(1) To enforce all restrictions, covenants and conditions applicable to, and to maintain, preserve and improve, that certain place and section generally known as Huntington Palisades, which includes all the following described tracts and parcels of land and real property situate in the County of Los Angeles and State of California, to wit: Tract numbered nine thousand three hundred seventy-seven (Tract No. 9377) as per map of said Tract recorded in Map Book 129, pages 3 to 7 inclusive, in the office of the County Recorder of Los Angeles County, California; Tract numbered six thousand seven hundred fifty-three (Tract No. 6753) as per map of said Tract recorded in Map Book 143, pages 25 to 28 inclusive, in the office of the County Recorder of Los Angeles County, California; all of the land and real property conveyed by Archer Milton Huntington and Henry E. Huntington, Executors of the Estate of Arabella D. Huntington, deceased, to Pacific Palisades

1 Association by deed dated March 3, 1926 and recorded on May 5, 1926,  
2 in Book 4553, page 290 of Official Records in the office of the  
3 County Recorder of Los Angeles County, California; also any other  
4 tract, block, lot or parcel which may hereafter be added to the  
5 foregoing specifically described tracts and brought within the care  
6 and control of this corporation by amendment of these Articles.

7 The term "Huntington Palisades", as hereinafter used,  
8 means the whole of said real property.

9 Among the restrictions, covenants and conditions, which  
10 it is the purpose of this corporation to enforce there is particu-  
11 larly included all of the covenants, conditions, restrictions and  
12 reservations set forth in a certain deed from California Trust Com-  
13 pany to Percy W. Rairden, dated August 12, 1926 and recorded on  
14 August 18, 1926 in Book 6070, at page 86, of Official Records in the  
15 office of the County Recorder of Los Angeles County, California; al-  
16 so all of the covenants, conditions, restrictions and reservations  
17 set forth in a certain deed from California Trust Company to S. L.  
18 Baxter and Frances Baxter dated November 15, 1927 and recorded  
19 November 18, 1927 in Book 7010, at page 254, of Official Records in  
20 the office of the County Recorder of Los Angeles County, California,  
21 but modified as to one lot by a certain agreement dated June 12, 1928  
22 and recorded in Book 7209, at page 22, of Official Records aforesaid;  
23 also all other restrictions, covenants and conditions, and modifica-  
24 tions thereof, wherever the same may be found, which apply to or  
25 affect the above described real property (Huntington Palisades) and  
26 improvements thereon or any part thereof.

27 (2) To keep and maintain said Huntington Palisades,  
28 and the whole thereof, in a clean and sanitary condition, including  
29 the removal of weeds and rubbish from vacant property and streets,  
30 so far and to such extent as this corporation may lawfully act to  
31 accomplish such purposes.

32 (3) To create and maintain an Architectural Committee

1 composed of not less than three architects who shall be appointed,  
2 and at pleasure removed, by the Board of Directors of this corpora-  
3 tion. Said Architectural Committee, or a majority thereof, shall  
4 have full power and sole authority to approve or reject the plans  
5 and specifications for each and every building and structure, as to  
6 outward appearance and design, hereafter erected or attempted to be  
7 erected in or upon the said Huntington Palisades or any part thereof;  
8 together with full power to enjoin, restrain or otherwise act to  
9 prevent, in the name of this corporation, the erection, construction  
10 or placing of any building in or upon said Huntington Palisades  
11 contrary to, or not in conformity with, plans and specifications so  
12 approved, and otherwise to do every act and thing which the Calif-  
13 ornia Trust Company and/or the original owning platters and sub-  
14 dividers of said Huntington Palisades might or could do in the  
15 premises if this corporation did not exist.

16 (4) To acquire, retain and hold all the reversionary  
17 interests and title and rights of the California Trust Company and  
18 of the original owning platters and subdividers of said Huntington  
19 Palisades, and of any and every other predecessor in title to said  
20 real property or any part thereof, whereby or in virtue whereof any  
21 restriction, covenant, condition or reservation in any way appurte-  
22 nant to or affecting said real property and improvements thereon or  
23 any part thereof may be enforced or otherwise made effective; or  
24 whereby or in virtue whereof any forfeiture of title for breach of  
25 any such restriction, covenant, condition or reservation may be had  
26 or procured; or whereby or in virtue whereof any public or community  
27 improvements, parks, playgrounds or other facilities for betterment  
28 and enjoyment of said Huntington Palisades, or any part thereof, may  
29 be acquired, owned, leased, possessed, operated and/or maintained  
30 as contemplated by any and every plan, design and agreement of said  
31 California Trust Company and said original platters and subdividers  
32 any of them or  
which is or hereafter may become binding upon/their successors in

1. title to said Huntington Palisades or any part thereof.

2. (5) To lease for a term of ninety-nine (99) years,  
3. for park and playground purposes exclusively, from California Trust  
4. Company (a California corporation) or from its successors in title,  
5. the following described real property, at an annual rental of Ten  
6. Dollars (\$10.00) per year, to wit:

7. "Lot Eight (8), Block One (1), in Tract  
8. 9377 aforesaid, and that portion of the  
9. ocean beach bounded on the north by the  
Highway, on the south by the mean high  
tide of the Pacific Ocean, on the east by  
a line which is parallel with and fifty  
(50) feet easterly, measured at right  
angles, from the southerly prolongation  
of the easterly line of Lot Eight (8), in  
Block One (1), of aforesaid Tract 9377,  
and on the west by a line which is para-  
llel with and fifty (50) feet westerly,  
measured at right angles, from the south-  
erly prolongation of the westerly line of  
Lot Eight (8), in Block One (1), in Tract  
9377 aforesaid."

10. To maintain, preserve, improve, and care for said park  
11. and playground property for the benefit of the members of this cor-  
12. poration as property owners in said Huntington Palisades, is and  
13. shall be one of the purposes and duties of this corporation through-  
14. out the life thereof.

15. (6) To enter upon and inspect, at reasonable intervals  
16. and within reasonable hours, all real property within the limits of  
17. said Huntington Palisades and subject to any covenants, restrictions,  
18. reservations or conditions for the general benefit of any tract or  
19. subdivision thereof, so far and to such extent as may be reasonably  
20. necessary or convenient in determining whether any violation or  
21. breach of any such covenant, restriction, reservation or condition  
22. has occurred or exists or is threatened or about to occur. Such  
23. entry or inspection may be made by any Director or authorized rep-  
24. resentative of this corporation.

25. (7) To acquire, own, hold, lease, sell, convey, mort-  
26. gage, pledge, or otherwise deal with real and/or personal property

1 only to the extent necessary, proper and convenient in carrying out  
2 the purposes of this corporation without profit except as permitted  
3 by law to non-profit cooperative corporations of this class and kind.

4 (8) To exercise such powers of control, interpretation,  
5 construction, consent, decision, determination, modification, amend-  
6 ment, cancellation, annulment, and/or enforcement of covenants, re-  
7 servations, restrictions, liens, and charges imposed upon the real  
8 property within said Huntington Palisades and within the jurisdiction  
9 of this corporation as may be vested in, delegated to, or assigned  
10 to this corporation, in conformity with the terms and conditions  
11 under which said real property was subdivided, sold or to be sold,  
12 and conveyed or to be conveyed, with the ultimate creation and  
13 organization of this corporation then contemplated for the purposes  
14 aforesaid.

15 (9) To assess against and collect from the members of  
16 this corporation, who are property owners in said Huntington Palisades,  
17 from time to time as may be deemed necessary, such amounts of money  
18 as are required to defray all the expenses of this corporation and  
19 pay all its debts and obligations lawfully assumed in performing and  
20 carrying out all of the foregoing purposes, powers and duties of  
21 this corporation, and in the doing of all things incidental thereto  
22 and reasonably necessary or convenient in connection therewith.  
23 Provided however, that all such assessments shall be computed accord-  
24 ing to the number of square feet of land owned by the members subject  
25 to such assessments; shall be equal in amount upon each square foot;  
26 and shall not exceed in any one year five (5) mills, or one-half  
27 cent, for each square foot of land within said Huntington Palisades;  
28 nor shall any member of this corporation be compelled to pay in any  
29 one year more than such five (5) mill assessment computed upon the  
30 lot or parcel, or lots and parcels, of land owned by him in said  
31 Huntington Palisades.

1 (10) To do any and all things incidental to, or  
2 necessary or convenient in connection with, the foregoing purposes  
3 of this corporation or its powers and duties; and to have and pos-  
4 sess all the rights, powers and privileges conferred by law upon cor-  
5 porations of this kind and class.

6 III.

7 The principal place of business of this corporation  
8 shall be in the City of Los Angeles, State of California.

9 IV.

10 The term for which this corporation is to exist is  
11 fifty (50) years from the date of its incorporation.

12 V.

13 The number of directors of this corporation shall be  
14 five (5) and the names and places of residence of the directors who  
15 are appointed for the first year, and to serve until the election or  
16 qualification of their successors, are as follows:

<u>Names</u>	<u>Residing at</u>
Louis Evans	Santa Monica, California
Percy W. Rairden	Santa Monica, California
Leonard A. Hardie	Los Angeles, California
Hugo Ballin	Pacific Palisades, California
Maude B. Kegley	Santa Monica, California.

23 VI.

24 The voting power and property rights and interests of  
25 the members shall be unequal and shall be determined and fixed as  
26 follows:

27 There shall be one vote for each building lot as  
28 originally platted and shown upon the official and recorded Maps  
29 of the subdivisions, respectively, constituting said Huntington  
30 Palisades; and the use or consolidation of two or more of such lots  
31 as one building site or for any other permissible purpose shall not  
32

1 prevent the owner from having as many votes and as great an interest  
2 in the property of the corporation as the owners of all the lots in  
3 such consolidated building site would have had if no such consolida-  
4 tion had been made. Provided, however, that the addition of a  
5 fractional part of any such lot to any other lot shall not add to  
6 the voting power thereof unless the whole of the voting power of the  
7 lot from which such fractional part is taken be transferred therewith  
8 either in a deed or a separate writing duly recorded with actual  
9 notice thereof in writing served upon the President of this corpora-  
10 tion.

11 No person shall be or become a member of this corpora-  
12 tion except the record legal owner of one or more of such lots. But  
13 any such legal owner may transfer his voting rights, for the time  
14 being, to any person who has entered into a contract to purchase from  
15 such legal owner the lot or lots to which such voting rights apper-  
16 tain; such transfer to be effective only from the date of written  
17 notice served by the owner upon the President or Secretary of this  
18 corporation in person.

19 Each member of this corporation shall have the right to  
20 cast as many votes at any meeting of the members of this corporation  
21 as the number of building lots to which, as shown by the records of  
22 this corporation, he holds the record legal title; provided, however,  
23 that no person or corporation holding title as security for the pay-  
24 ment of money or performance of other obligations shall have the  
25 right to a vote by reason thereof; and provided, further, that when  
26 the legal title to a building lot is vested of record in two or more  
27 persons in joint tenancy or otherwise, the several record owners of  
28 said building lot shall be collectively entitled to only one vote,  
29 which vote may be cast in the manner provided by the By-laws of this  
30 corporation.

31 Each member of this corporation shall have such an  
32 interest in all the property owned by this corporation as is

1 represented by the ratio of the number of votes to which said member  
2 is entitled to the total number of votes to which all members of this  
3 corporation are entitled; provided, however, that during the contin-  
4 uance and life of this corporation and renewals thereof, no member  
5 of this corporation shall have the right to distribution of any real  
6 or personal property held by or in the possession or control of this  
7 corporation; provided, further, that those persons who are members  
8 of this corporation at the time of its dissolution shall then become  
9 and be entitled to such property as may be owned by this corporation  
10 and as may be subject to distribution among its members in propor-  
11 tion to their interests and property rights as above determined and  
12 according to the law then in force and effect.

13 IN WITNESS WHEREOF, we have hereunto set our hands and  
14 seals this 31<sup>st</sup> day of January, 1930.

15  
16  
17 sgt Louis Evans (SEAL)

18  
19 Percy W. Rawlin (SEAL)

20  
21 " Leonard A. Hartlieb (SEAL)

22  
23 " Hugo Ballin (SEAL)

24  
25 " Maude B. Kegley (SEAL)

1  
2  
3  
4 STATE OF CALIFORNIA      }  
5 COUNTY OF LOS ANGELES      }      ss

6      On this 13<sup>th</sup> day of January, A.D. 1930, before me  
7      Jessie M. Baker, a Notary Public in and for the  
8      County of Los Angeles, State of California, personally appeared  
9      LOUIS EVANS, PERCY W. RAIRDEN, LEONARD A. HARDIE, HUGO BALLIN, and  
10      MAUDE B. KEGLEY, known to me to be the persons whose names are  
11      subscribed to the foregoing Articles of Incorporation of Huntington  
12      Palisades Property Owners Corporation Ltd., and who acknowledged to  
13      me that they executed the same.

14  
15  
16      Jessie M. Baker  
17      Notary Public in and for the County  
18      of Los Angeles, State of California.