

ARTICLES OF INCORPORATION

of
HUNTINGTON PALISADES PROPERTY OWNERS CORPORATION LTD.

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

I.

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 condi-
tions 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 which is or hereafter may become binding upon ^{any of them or} 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
10 southerly line of the California State
11 Highway, on the south by the mean high
12 tide of the Pacific Ocean, on the east by
13 a line which is parallel with and fifty
14 (50) feet easterly, measured at right
15 angles, from the southerly prolongation
16 of the easterly line of Lot Eight (8), in
17 Block One (1), of aforesaid Tract 9377,
18 and on the west by a line which is para-
19 llel with and fifty (50) feet westerly,
20 measured at right angles, from the south-
21 erly prolongation of the westerly line of
22 Lot Eight (8), in Block One (1), in Tract
23 9377 aforesaid."

24 To maintain, preserve, improve, and care for said park
25 and playground property for the benefit of the members of this cor-
26 poration as property owners in said Huntington Palisades, is and
27 shall be one of the purposes and duties of this corporation through-
28 out the life thereof.

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

31 (7) To acquire, own, hold, lease, sell, convey, mort-
32 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.
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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:

17	<u>Names</u>	<u>Residing at</u>
18	Louis Evans	Santa Monica, California
19	Percy W. Rairden	Santa Monica, California
20	Leonard A. Hardie	Los Angeles, California
21	Hugo Ballin	Pacific Palisades, California
22	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
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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 31st day of January, 1930.

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18 sgt. Louis Evans (SEAL)

19 " Percy W. Rairden (SEAL)

20
21 " Leonard A. Hardie (SEAL)

22 " Hugo Ballin (SEAL)

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24 " Maude B. Kegley (SEAL)
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4 STATE OF CALIFORNIA }
5 COUNTY OF LOS ANGELES } ss

6 On this 18th 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.
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16 Jessie M. Baker
17 Notary Public in and for the County
18 of Los Angeles, State of California.
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