



# Los Angeles County Department of Regional Planning

*Planning for the Challenges Ahead*



Richard J. Bruckner  
Director

August 25, 2016

TO: Laura Shell, Chair  
Doug Smith, Vice Chair  
David W. Louie, Commissioner  
Curt Pedersen, Commissioner  
Pat Modugno, Commissioner

FROM: Edward A. Rojas  
Land Division Section

**SUBJECT: Project No. R2015-03107-(3)  
Vesting Tentative Parcel Map No. 073804  
Minor Coastal Development Permit No. 201500112  
Environmental Assessment No. 201500224  
RPC Meeting: August 31, 2016  
Agenda Item: 8**

The above-mentioned item is a request to develop three residential condominium units within the Santa Monica Mountains Coastal Zone. Please find enclosed letters and emails for the above referenced item that were received subsequent to hearing package submittal to the Regional Planning Commission.

If you need further information, please contact Edward Rojas at (213) 974-6433 or [erojas@planning.lacounty.gov](mailto:erojas@planning.lacounty.gov). Department office hours are Monday through Thursday from 7:00 a.m. to 6:00 p.m. The Department is closed on Fridays.

KKS:ER

Enclosure(s):

Ron Levy letter dated 8/18/16  
Joseph McGee email dated 8/19/16  
Katherine May letter dated 8/19/16  
Somers & Somers, LLP letter dated 8/22/16

August 18, 2016

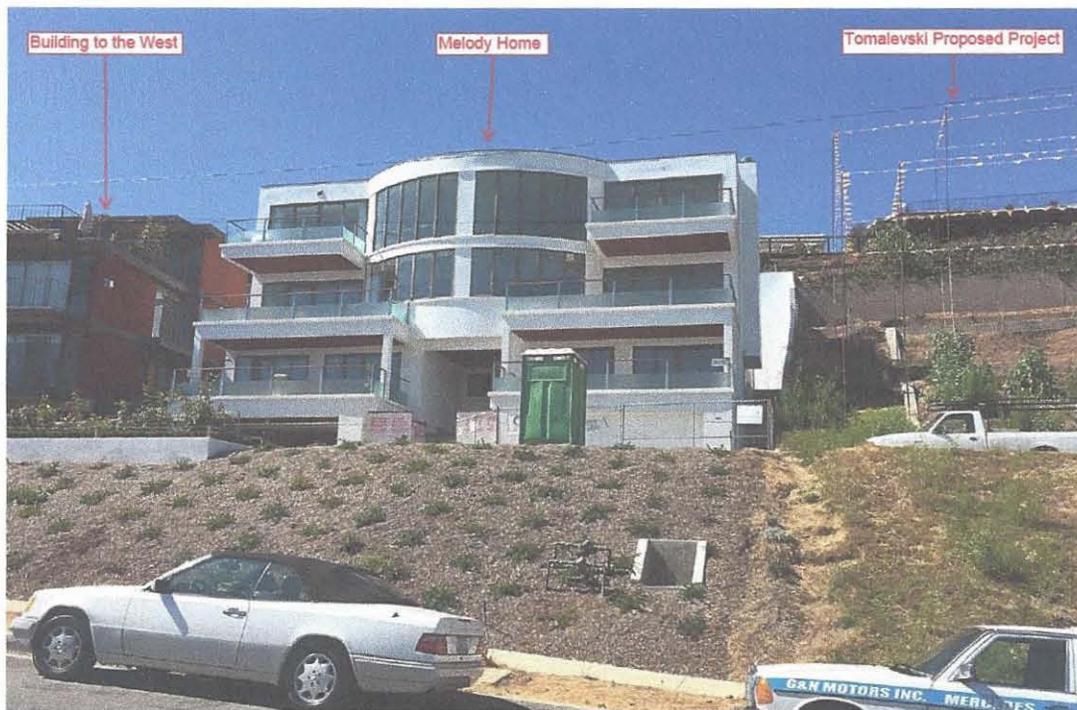
Mr. Edward Rojas  
Los Angeles County Department of Regional Planning  
320 W. Temple St.  
Los Angeles, CA 90012

Regarding: Project #R2015-03107-(3)  
18225 Coastline Drive, Malibu within The Malibu Zoned District

Dear Mr. Rojas,

My name is Ron Levy and I am authorized to speak for Melody, Inc., who is one of the owners of the property next door (18231/18233 Coastline Drive). In this letter, I will refer to that property as the Melody Property. Directly next door is the subject property, 18225 Coastline Drive, which I will refer to as the Tomalevski Project.

Having seen the story poles go up, I am left very concerned. I don't believe that the building envelope conforms with regional planning's enforcement codes or the neighborhood.



Issue #1: **35' Height Limit:** The project seems to reset the 35' height limitation as the slope climbs up. When the Melody project was approved (2007), we were made to keep a roof line that was 35' from the lowest point of the adjacent grade next to the structure. Melody was not allowed to step the roof higher as the grade of the slope climbed. I don't know if the intent of creating two buildings on the Tomalevski property was to reset the 35' height restriction from a higher point of the slope. If so, this is in blatant disregard of the reason for the height restriction to begin with and contrary to what Melody was allowed to build.



The result is a proposed structure with massing that does not conform to the neighborhood and creates significant negative impact for the Melody Property as well as all of the surrounding properties.

Approving Tomalevski to build to the height of the story poles would be an obvious departure from the criteria that was used to restrict Melody's building envelope. Further, it would negatively impact the surrounding neighbors and the neighborhood in general.

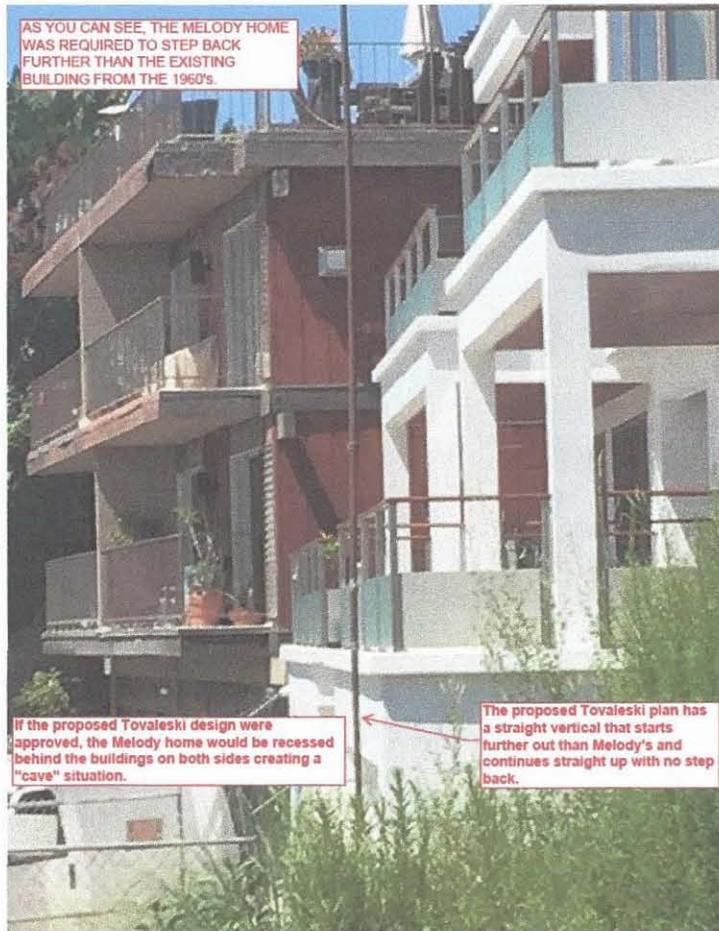
Without access to the exact measurements, I can only approximate that the design Tomalevski is seeking approval for has the top roof line 10'+ higher than the Melody home. As you should be able to see in the photo, it is a very significant and obtuse difference.

Item #2

**Front Setback:** The front set back is not respected. The Melody building is four stories high. In order to be approved, the building was required to step back as it got higher. The reason for this was to refrain from negatively impacting the existing building to its west.

That kept the Melody structure from, in essence, putting the existing building to the west in a “cave”. As a matter of fact, Melody’s upper floors were required to be more restrictive than the neighbor to the west. They were required to be pulled back further than the existing structure to the west, which is apparent in the photos.





If the Tomalevski Project were approved as planned, it would not conform to the same rules that the Melody Project was required to. The result would be for Melody to have pulled its upper floors back, only to be punished by ultimately being over massed and put in a “cave” by the Tomalevski Project, which would not be consistent.

Item #3

**The Rear Setback:** In order to be approved, the Melody Project had to respect the balconies above from multiple neighbors behind and above it. Those balconies were built in the early 1960's. They encroach onto the rear of the Melody property. However, as the neighbors have had and enjoyed those balconies for over 50 years, the rear setback was required to be adjusted to accommodate for those balconies. Melody was required to move its building envelope accordingly. The result was to pull the Melody home further from the

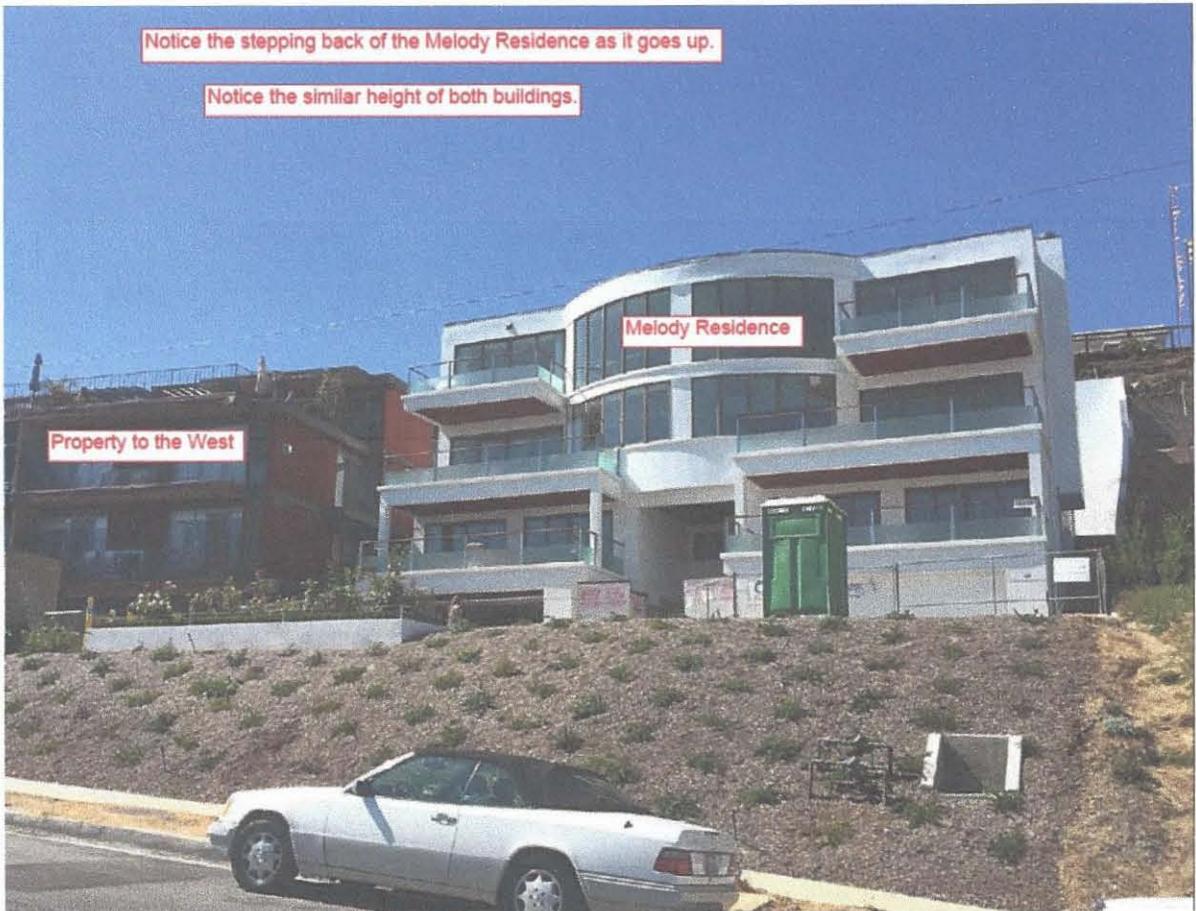
rear property line. The Tomalevski Project ignores any rights those neighbors may have for those balconies.



Once again, should Tomalevski Project's rear setback be allowed as proposed, it would negatively impact the Melody home. With both the over reach on the height as well as the rear property line setback, the unfortunate result would be that Melody's rear yard would be completely dwarfed. The sunlight would also be severely blocked. This would be tantamount to punishing Melody for complying.

Item #4

The Tomalevski Project, as designed, severely compromises very valuable ocean views. Had Melody not been required to step its structure back and abide by the 35' height restriction from the lowest point to highest, there would be less compromise to the views by the proposed Tomalevski project. However, having had to keep the height down as well as step it back, should the Tomalevski project be allowed to move forward as designed, Melody would have been punished for complying when their structure was approved. The result would be that Melody's home would be behind both adjacent neighbors, creating a true "cave" like result.



In closing, I would like to say that there is a structure that can be designed on the Tomalevski Property that delivers all of the benefits of being in a wonderful neighborhood, while not over massing to the detriment of the neighbors and the community. What they have submitted, in my opinion, is a great overreach in regard to allowable and conforming height restrictions and setbacks. The structure, as designed, would negatively change the neighborhood and would allow the Tomalevski Project to play by a different set of rules. This would create a severe detriment to all of the immediate neighbors as well as the community as a whole.

Thank you for your consideration.

Sincerely,

  
\_\_\_\_\_  
Ron Levy  
Authorized representative for Melody, Inc.

## Edward Rojas

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**From:** joseph.mcgee@sbcglobal.net  
**Sent:** Friday, August 19, 2016 4:27 PM  
**To:** sheila@bos.lacounty.gov  
**Cc:** NEnglund@bos.lacounty.gov; RZaiden@bos.lacounty.gov; Edward Rojas; Micki McGee; Mike McGee; Dani McGee  
**Subject:** PM 073804 (Planned Development at 18225 Coastline Dr, Malibu CA)

To: Sheila Kuehl, Supervisor, Third District, County of Los Angeles

We are writing to you on behalf of our 91-year-old mother who resides at 18242 Wakecrest Dr, Malibu. (an area known as Sunset mesa). Our mother bought this home in 1964, as our father was completing his 20 years of service with the U.S. Navy. Our parents raised our family in this home, and at times struggled financially to remain in this home. Our father passed away 6 years ago and our mother now lives in the home with assistance of caregivers. Mom is still fairly strong physically, but suffers from age related impairment to her mental capacity. Mom has always expressed her wish to remain in this home for the remainder of her days. We, her children, want to honor her wishes and to ensure that she can remain living in the peace, quiet, and familiarity of this home for as long as she is physically able to do so.

Mom's home sits on a hillside that provides a spectacular view of the Santa Monica Bay, Palos Verdes, and Santa Catalina Island. The primary selling point of the homes in Sunset Mesa are these ocean views. The views were so important that the residential developer (April Builders), constructed decks, (they referred to these structures as "balconies"), to allow homeowners to better enjoy these views. Many of these decks were actually built across the property lines of adjoining parcels; but April Builders made a provision in the CC&Rs to allow for the encroachment of the decks, and for trespass onto adjoining properties for maintenance of the decks. Mom's home has one of these decks which crosses her Southern property line onto the adjoining parcel.

Our CC&Rs also provide for restrictions on any construction, landscaping, and even the placement of antennas, that may impact the views from neighbors' residences. The CC&Rs establish an architectural committee that has authority over building plans, and that Committee has been very vigorous in rendering judgements against construction that causes what they refer to as "OVI" (Ocean View Interference).

Mom's home is also immediately above the vacant parcel that is now being considered for the development of a three unit condominium complex (at 18225 Coastline Dr, a parcel described as Lot 3 of Tract 26732). So from our perspective that parcel should be considered "adjoining" in terms of the CC&Rs. But to our complete shock, the condominium developers are contesting the application and validity of our CC&Rs. The developers of this condominium complex are claiming that they do not have to abide by our CC&Rs. The developer is insisting that we remove the deck that was constructed by April Builders more than 52 years ago, and was thus a feature of the original residence that our parents purchased. If it is true that our CC&Rs can so easily be ignored, then our ability to defend our mother's property may be severely limited. This has left us with no alternative but to file a lawsuit in the hopes of retaining the rights to the deck. But we have no assurance of prevailing in this matter.

The developers of this condominium appear intent on maximizing the volume of the structure, and their plans are completely without regard to the impact to the ocean views of the surrounding residences. We can't imagine how such a large structure can be allowed on this hillside, especially as compared to some recently constructed residences on that same hillside. Further, since we have only recently become aware of their plans to block our ocean view, we seem to have a new battle to fight and additional lawsuits may be forthcoming.

So at a time when we are trying to focus on keeping our mother content, safe, comfortable, and her life free from stress, we are facing a huge disruption to her home, a potential loss of property rights, a loss of ocean view, and a loss of property value.

We have no objection to a reasonable development of the property on Coastline Drive. Over the past several years we have seen as other real estate developers have worked to construct very reasonable residences to the West of this parcel. But in this case, the intent of the condominium developer is far beyond reasonable.

I wanted to thank Nicole and Rachel for taking the time to visit us this week, and to thank you for considering our opposition to this current building plan.

Supervisor Kuehl, we hope that you too will express opposition to this current building plan, and will in some way encourage the condominium developer to reconsider their plans.

Thank you.

The McGee Family

August 19, 2016

Mr. Edward Rojas  
Los Angeles County Department of Regional Planning

Re: Parcel N. 073804, 18225 Coastline Drive, Malibu

Dear Mr. Rojas:

I am writing to strongly protest the proposed condominium development on the above referenced property.

I live above the lot at 18254 Wakecrest Drive. The building would eliminate a sizable portion of my ocean view and seriously reduce my property value.

My property is my only financial asset. (I am retired and dependent on social security for income.)

The proposed building would be drastically higher than the recently built home next door. If that home had been as high as the new condos plan to be, I would have no privacy or ocean view left.

I also state my strong support of the McGee family. The value of their property at 18242 Wakecrest would be even more negatively affected. The developers intend to proceed with no regard for the well being of Mrs. Pauline McGee, who has lived in her home for 52 years. It is unconscionable that this very elderly woman should be subjected to the stress of construction and ensuing damage to her property value.

In addition, I cannot see how construction of such oversize buildings on this small lot could be geologically sound. I hope the Department of Regional Planning will thoroughly investigate and the decline the project on that basis as well.

Thank you for your consideration and careful review of my concerns.

Katherine May

LAW OFFICE  
**SOMERS & SOMERS, LLP**  
4640 ADMIRALTY WAY, SUITE 417  
MARINA DEL REY, CALIFORNIA 90292  
(310) 306-4000  
FAX (310) 306-4300  
WWW.SOMERSLEGAL.COM

Robert H. Somers  
E-MAIL: RHSOMERS@SOMERSLEGAL.COM

Richard B. Somers  
E-MAIL: RBSOMERS@SOMERSLEGAL.COM

August 22, 2016

**VIA MESSENGER DELIVERY**

Los Angeles County  
Department of Regional Planning  
320 W. Temple Street  
Los Angeles, CA 90012

Re: Project No. R2015-03107-(3)  
Applicant: Vladimir and Luba Tomalevski  
18225 Coastline Drive, Malibu, CA (the "Tomalevski Property")

Dear Regional Planning Commissioners:

This office represents Pauline E. McGee and her family with respect to your 9:00 a.m. Agenda Item No. 8, scheduled for hearing on August 31, 2016. On behalf of Pauline E. McGee, her Trust and her family, we strongly object to approval of Tomalevski Vesting Tentative Parcel Map No. 073804, Minor Coastal Development Permit No. 201500112 and Environmental Assessment No. 201500224, unless certain items and concerns are eliminated and/or mitigated, for the following reasons:

**1. Easement Rights on the Tomalevski Property, and Related Litigation.**

On April 8, 1964, Pauline E. McGee and her now deceased husband, Daniel McGee, Jr., purchased a newly constructed single family home from the original developer, April Builders, Inc., in a "planned unit development" known as "Sunset Mesa". The McGee home is located at 18242 Wakecrest Drive, Malibu, CA (the "McGee Property"), directly adjacent and uphill in relation to the Tomalevski Property.

To be more precise, on or about December 16, 1963, April Builders, Inc. executed a Grant Deed in favor of Swan Management Corporation, who in turn executed a Grant Deed in favor of Mr. and Mrs. McGee, which was executed on or about March 10, 1964 and recorded with the Los Angeles County Recorder's Office on April 8, 1964. At the time of purchase, and at all times to and including the present time, there existed a wood deck or balcony which extended beyond the Southerly property line of the McGee Property and partially encroached onto what is known today as the Tomalevski Property. The location of the encroaching balcony is set forth on the "Deck Location Map" attached hereto as Exhibit "1".

At or about the time Pauline E. McGee and her late husband purchased their home from April Builders, Inc. and/or its successor Swan Management Corporation in early 1964, they understood that their home, and many others in the project, were each encumbered by CC&R's

Los Angeles County  
Department of Regional Planning  
Attn: Zoning Enforcement (Glenn Kam)  
August 22, 2016  
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originally recorded on April 11, 1962, and re-recorded July 9, 1962. Among other things, Paragraph “n” of the recorded CC&R’s provides:

“(n) Balconies: The developers have constructed certain balconies which will extend over a portion of the rear twelve (12) feet of certain adjacent lots. There is reserved over the rear twelve (12) feet of such adjacent lots the right by such balcony owners to enjoy such balconies, together with the right of such owners to come upon the rear twelve (12) feet of the adjacent lots only for the purpose of repairing such balconies.”

For your convenience, a copy of the re-recorded CC&R’s is attached hereto as Exhibit “2”.

The McGees (and I) believe Mrs. McGee (and her Trust) obtained a 12-foot prescriptive easement decades ago. I believe that all elements to meet the legal requirements for a prescriptive easement were obtained more than 45 years ago, i.e., a use which is (i) open and notorious, (ii) continuous and uninterrupted, (iii) hostile to the true owner, and (iv) under claim of right. (See, e.g., *Harrison v. Welch* (2004) 116 CA4th 1084). In this regard, on June 5, 2016, Mrs. McGee and her Trust filed a lawsuit in the Los Angeles Superior court (Action No. SC125961) to establish a prescriptive easement, to establish an equitable easement, for declaratory relief and for injunctive relief. Although a Case Management Conference has been scheduled for September 26, 2016, no trial date has been set in this matter.

It would appear that no Coastal Development Permit should be granted until the issue concerning the McGee easement is first resolved. In fact, one of the requirements for approval of final map recordation is approval from all easement holders (see, 3/28/16 Report). We will continue to pursue the litigation as rapidly as possible so the Court can adjudicate the prescriptive easement issue.

## **2. View Impairment Issue.**

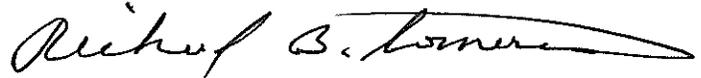
According to your report, the Regional Planning Commission concludes that the proposed Tomalevski project “will not adversely affect the comfort or welfare of persons residing in the surrounding area”, nor will it “materially be detrimental to the use, enjoyment or valuation of the property of other persons located in the vicinity of the proposed construction site” (see, proposed Commission Findings dated 8/31/16). Also, the applicant (Tomalevski) states the proposed project “will not obscure any existing view for neighboring properties.” (see, Environmental Checklist Form, Aesthetics, 1.a.). It’s hard to believe the applicant and/or the commission could make such a finding if the proposed Tomalevski project is viewed from the McGee Property. For your convenience, I have enclosed 3 representative photos taken from the McGee Property. If the photos do not convince you that the primary view from the McGee

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Attn: Zoning Enforcement (Glenn Kam)  
August 22, 2016  
Page 3

Property would be substantially blocked in a material manner by the proposed Tomalevski development, I invite you to personally visit the McGee property and observe the present view and proposed development for yourselves.

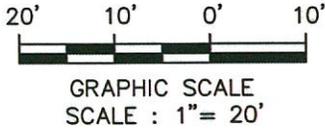
In considering your approval of the Tomalevski project, we request that you please (i) delay any development until the issues surrounding entitlement to a McGee easement on the Tomalevski Property are first resolved, and (ii) mitigate the development to avoid any significant view impairment on the McGee Property.

Very truly yours,



Richard B. Somers  
SOMERS & SOMERS, LLP

RHS:kc  
Encl.  
cc: Clients



# DECK LOCATION MAP

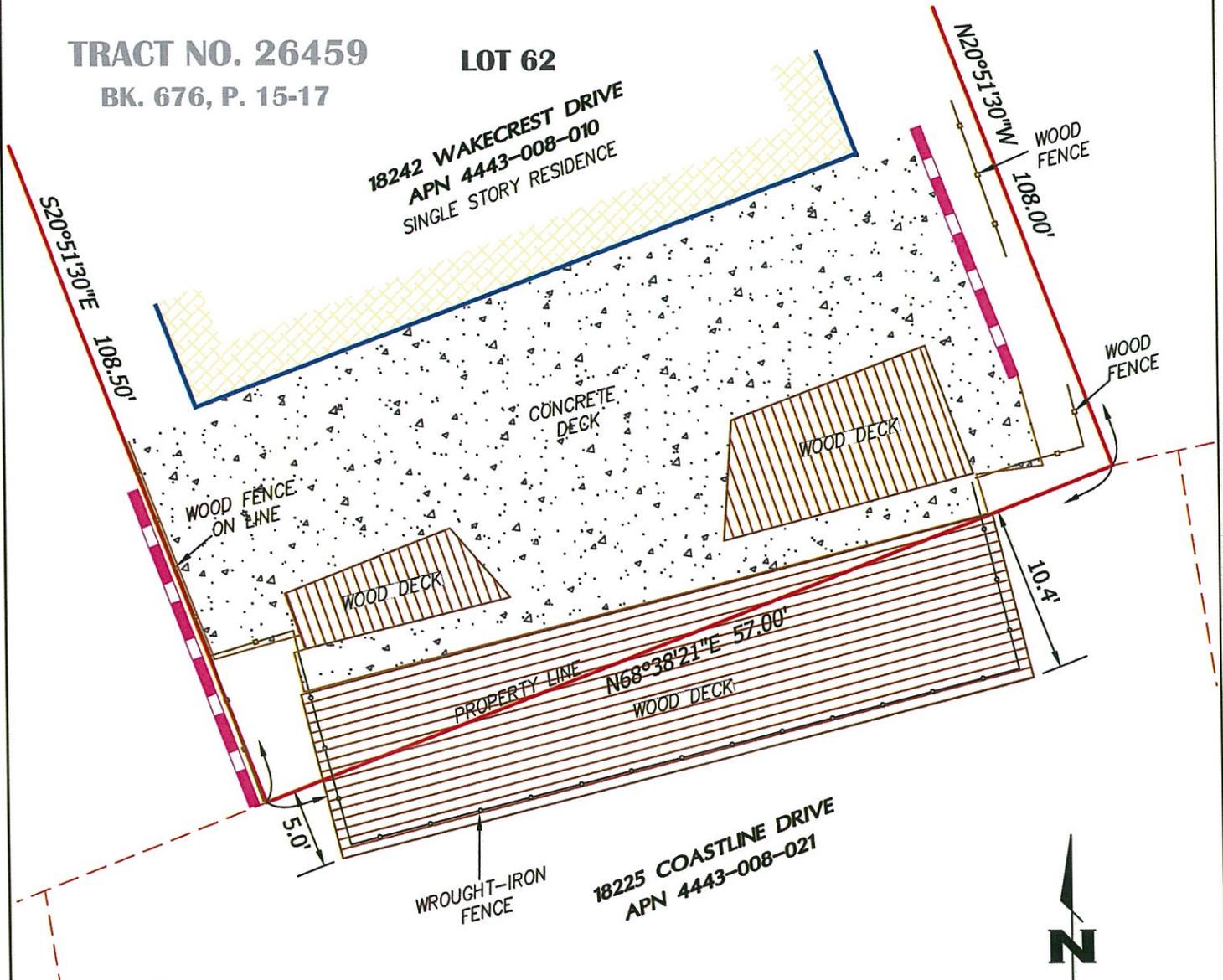
ALONG THE REAR LOT LINE OF LOT 62  
 TRACT NO. 26459 PER BOOK 676, PAGES 15-17  
 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

LOT 63

TRACT NO. 26459  
 BK. 676, P. 15-17

LOT 62

18242 WAKECREST DRIVE  
 APN 4443-008-010  
 SINGLE STORY RESIDENCE



**NOTES:**

- BOUNDARIES SHOWN HEREON ARE BASED ON THE MAP OF TRACT NO. 26459, BK. 676, P. 15-17.
- ONLY THE IMPROVEMENTS AS SHOWN HEREON WERE LOCATED FOR THIS SURVEY AS INSTRUCTED BY THE CLIENT.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. EASEMENTS IF ANY ARE NOT SHOWN HEREON.
- THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF WAKECREST DRIVE AS SHOWN ON TRACT NO. 26459, BK. 676, P. 15-17, AS N 69°08'30" E.



**LEGEND:**

- FENCE
- LOT LINE
- PROPERTY LINE
- CONCRETE WALL
- CONCRETE
- WOOD



**chris nelson**  
 & Associates, inc.  
 PROFESSIONAL LAND SURVEYORS  
 31238 Via Collinas Sulte, CA Westlake Village, CA. 91362  
 Voice: 818.991.1040 Fax: 818.991.0614

CHRIS NELSON P.L.S. 6385

SCALE: 1" = 20'

PAGE 1 OF 1

DRAWN BY: TMH

DRAWING NUMBER 16-3827

CHECKED BY: CN

DATE: MAY 2016

5674

SANDLER & ROSEN  
435 NO. BEDFORD DR.  
BEV. HILLS

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CALIF.  
8 Min. 4 P.M. JUL 9 1962  
RAY E. LEE, County Recorder

DECLARATION OF ESTABLISHMENT  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

760  
FFES 760

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, APRIL BUILDERS, INC., is the owner of real property in the County of Los Angeles, State of California, described as Lots 1 through 102, inclusive of Tract 26459, as per map recorded in Book 676 at Page 15 to 17, in the Office of the County Recorder of Los Angeles County.

WHEREAS, it is the desire and intention of the APRIL BUILDERS, INC., to sell the above described property and to impose on it mutual, beneficial restrictions under a general plan or scheme of improvement for the benefit of all the lots in the said tract and the future owners of said lots;

NOW, THEREFORE, APRIL BUILDERS, INC., hereby certifies and declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following provisions, limitations, conditions, restrictions, covenants, easements and reservations all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of the said lots in said tract and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the above described property and every part thereof.

All of the herein provisions, limitations, restrictions, covenants, easements and reservations shall be binding on all parties and all persons claiming under them until January 1, 1992, after which time said provisions, limitations, restrictions, covenants, easements and reservations shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said provisions, limitations, restrictions, covenants, easements and reservations in whole or in part.

(a) No dwelling shall be permitted on any lot at a cost of less than \$15,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated here for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet for a one-story dwelling, nor less than 1500 square feet for a dwelling of more than one story.

(b) No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed 25-1/2 feet in height from the ground level of such dwelling and a private garage for not more than two (2) cars; provided, however, this restriction shall not apply to structures incidental to a single-family dwelling, such as cabanas and dressing rooms; provided further, the Architectural Committee may allow exceptions to this provision.

[c] No building shall be located on any lot nearer than twelve [12] feet to the front lot line, nearer than three [3] feet to any side street or interior lot line and no residential dwelling shall be located on any interior lot nearer than twenty [20] feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any encroachment upon another lot, except as set forth in Paragraph [n] hereof.

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

[e] No fences or any residential building shall be erected or permitted to remain between the street and the front set-back line, other than fences not over six [6] feet high or those erected or approved by the Architectural Committee, nor shall any hedge thereon be permitted to exceed the height of five [5] feet. In no event shall any fence, plants, hedges, or any other structure or device be placed on any lot or any part thereof if the placing thereon will interfere with ocean views enjoyed by adjacent lots in said tract.

[f] No building, garage, fence or balcony shall be erected, placed or altered on any lot until the building plan, specifications and plot plans showing the location of such building, garage, fence or balcony have been approved in writing as to the conformity and harmony of external design with existing structures in this subdivision and as to location with respect to topography and finished ground elevation by a committee composed of RICHARD H. DOREMUS, LOUIS A. TOWNE and <sup>DIXIE</sup> ~~JEAN~~ <sub>W. TONGE</sub> <sup>AWL</sup> ~~XXXXXXXX~~ all of 8900 West Olympic Boulevard, Beverly Hills,

California, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority, or to elect a successor. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty [30] days after said plans and specifications have been submitted to it, or in the event if no legal actions have been commenced to enjoin the erection of any such building or the making of such alterations prior to the completion thereof, then the plans for such building or alteration shall be deemed approved and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

[g] No noxious or offensive trade or activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

[h] No trailer, basement, tent, shack, garage, barn or other out-building shall be erected or maintained in the Tract for the purpose of a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

[i] No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

[j] No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, canaries or parakeets may be kept as pets, provided that they are not kept, bred, or maintained for any commercial purpose and provided further that not more than an aggregate of four [4] pets may be kept on any lot.

[k] APRIL BUILDERS, INC., does hereby certify and declare that for the benefit of the aforesaid property, it has constructed and will be constructing upon, over and under certain lots in the within tract, conduits, pipes, ditches, catch basins and other drainage devices necessary and required in order to properly drain surface water from all of the herein lots. Said conduits, pipes, ditches, catch basins, drainage devices and easements therefore are established so that none of the same shall exist under any residential or any other appurtenant improvements upon said lands. Said drainage devices are for the mutual benefit and protection for the upper and lower lot owners.

[1] Each and every owner or owners of any lot in said Tract shall maintain and be responsible for the drainage facilities upon the lot owned by such owner or owners and each such lot owners covenants that he will keep such drainage facilities free of any debris which may obstruct the clear flow of water through such drainage facilities. Any owner of any lot upon which drainage facilities are located, which such facilities extend to, under and/or across any adjacent lot, may, in addition to any other remedies he may have, come upon such adjacent lots for the purpose of cleaning or otherwise repairing such drainage facilities in the event that the owner of such adjacent lot fails, refuses or neglects so to do.

[2] Each and every owner or owners of any lot in said tract shall maintain and protect all slopes upon the lot owned by such owner, so that the flow of surface water will not be increased or otherwise intensified on, over or across adjacent

land, and for that purpose, each such owner shall fertilize and plant said slopes with soil fixed grasses, vines or shrubs, or otherwise treat and improve said slopes in such manner as is satisfactory to the appropriate governmental agencies in order to stabilize said slopes and prevent the drainage of water or the washing of soil therefrom to the detriment or damage of any other owner of lots with said Tract.

[3] No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through the drainage facilities on each of said lots.

[1] Easements for installation and maintenance of utilities are reserved as shown on the recorded subdivision map and records of Los Angeles County. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of said utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

[m] No sign of any kind shall be displayed to the public view on any lot except one sign of not more than two [2] square feet advertising the property for sale or rent and except signs of any size used by the declarant or its authorized agents, successors or assigns to advertise the herein described property during the construction and sales period.

[n] APRIL BUILDERS, INC., does hereby certify and declare that for the benefit of certain lots in said Tract, it has constructed or will construct certain balconies which will extend over a portion of the rear twelve [12] feet of certain

adjacent lots. There is reserved over the rear twelve [12] feet of such adjacent lots the right by such balcony owners to enjoy such balconies, together with the right of such owners to come upon the rear twelve [12] feet of the adjacent lots only for the purpose of repairing such balconies.

No balcony shall be erected, placed, altered or repaired until the plans and specifications have been approved by the Architectural Committee. The location of such balconies shall not be other than designated originally by declarant, nor shall the width be other than originally constructed by declarant without the consent of such adjacent lot owner.

APRIL BUILDERS, INC., does hereby certify and declare that the foregoing provisions, limitations, conditions, restrictions, covenants, easements and reservations, all and singular are for the benefit of each owner of said lands in said Tract or any interest therein, and are imposed upon said Tract as a servitude in favor of or binding upon each and every parcel of land therein as the dominant tenement or serviant tenement as the case may be.

It is further provided, as to the owner and owner's successors in interest of any lot or lots in said Tract, the provisions, limitations, conditions, restrictions, covenants, easements and reservations, all and singular, are and shall be hereby made covenants running with the land, and breach or violation thereof or continuance of any such breach may be enjoined, abated or damages may be recovered by appropriate proceedings by the undersigned, its successors or assigns, or by any owners of any lot, or such owner's successors in interest. But the breach of any of said covenants and restrictions 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 lots or property, or any part thereof, but such provisions, restrictions or covenants shall be binding and effective against any owner

of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

PROVIDED FURTHER, enforcement of the foregoing provisions, limitations, conditions, restrictions, covenants, easements and reservations may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

Any invalidation of any one of these provisions, limitations, conditions, restrictions, covenants, easements or reservations by judgment or court order, shall in no way affect any of the other of such terms, and they shall remain in full force and effect.

IN WITNESS WHEREOF, APRIL BUILDERS, INC., has hereunto subscribed its corporate name, affixed its corporate seal, this 27<sup>th</sup> day of June, 1962.

APRIL BUILDERS, INC.

*Richard H. Doremus*  
President

*Dixie W. Long*  
Secretary

STATE OF CALIFORNIA )  
                          ) ss.  
COUNTY OF LOS ANGELES )

On this 27 day of June, 1962, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RICHARD H. DOREMUS, known to me to be the President, and DIXIE W. LONG, known to me to be the Secretary of APRIL BUILDERS, INC., the corporation that executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the within instrument pursuant to its By-Laws or a Resolution of its Board of Directors.

WITNESS my hand and official seal.

MADR A. LERNER  
My Commission Expires July 30, 1968  
*Mandra A. Lerner*  
Notary Public in and for said  
County and State

