

Council Meeting of
January 26, 2010

SUPPLEMENTAL # 2 TO ITEM 13A

Honorable Mayor and Members
of the Torrance City Council
City Hall
Torrance, California

Members of the Council:

**SUBJECT: SUPPLEMENTAL #2 TO COUNCIL AGENDA ITEM 13A
PRE08-00025, WAV08-00011: MARK STEPHENSON**

The attached correspondence was received after the item was completed.

Respectfully submitted,

JEFFERY W. GIBSON
COMMUNITY DEVELOPMENT DIRECTOR

By 

Gregg D. Lodan, AICP
Planning Manager

CONCUR:


Jeffery W. Gibson
Community Development Director

NOTED:


LeRoy J. Jackson
City Manager

Attachments:

- A. Letter from the appellant.
- B. Declaration of Covenants, Conditions and Restrictions (CC&R's) of the Country Hills Homeowners Association. Submitted by the appellant.
- C. Correspondence from neighbors.



[25636 Amberleaf- Stephenson's (Applicant's) Rebuttal to Torrance
Planning Commission Disapproval -19 Feb 2009]

I would like to address some of the items the Planning Commission identified as to why they disapproved our project on Feb 19 2009. Items being addressed are identified in Planning Commission Resolution 08-123 – for PRE08-00025 (Signed 1 Apr 2009) and Planning Commission Resolution 08-124 – for WAV08-00011 (Signed 1 Apr 2009).

Lot Characteristics

- 10750 SF Lot - It is the 14th largest lot within Country Hills (CH) and the largest lot North of Rolling Hills.
- The buildable area of the lot is on the back or top portion of the lot when looking E from the sidewalk.
- Lot has approximately a 15% slope from sidewalk to back base of retaining wall.
- Applicant is unable to move garage location to higher ground because it would require a waiver for the increased slope.
- Unable to move garage forward because it would require an offset waiver.
- Restricted moving closer to front because of 12' FT Offset (6' FT Ea Side) and width of garage (22FT) = 34 FT.
 - Width of lot at sidewalk = 36 ' FT
 - As house moves closer to the sidewalk mass is more obvious.
- Approx 7' FT Differential between garage floor level and 1st floor level.
 - **If project had a detached garage there would be no height waiver requirement.**
 - Size of the disapproved house was 26' FT 7 5/8 "Inches – Below the 27 FT waiver threshold and has a 3/12 pitch so that it would of been considered below the 27' FT height limit.
 - Based on how the Torrance Community Development Staff measures the elevation my lowest adjacent grade is officially at 102.75 FT

Here are my counterpoints and identification of some of the constraints the project has to address in response to the Planning Commissions' reasons as to why they denied this project.

Planning Commission Resolution 08-123 – for PRE08-00025 Item #

c) "That the proposed residence will have an adverse impact upon the light, air and privacy of other properties in the vicinity because of the proposed placement of the structure on the site."

January 14, 2010

25636 Amberleaf- Stephenson's (Applicant's) Rebuttal to Torrance
Planning Commission Disapproval -19 Feb 2009

Counterpoint: The only neighbor in the Country Hills (CH) Home Owners Association (CHHOA) that expressed concern with our project as it relates to light, air or privacy per Torrance Municipal Code (TMC) **SECTION 91.41.6**, was our neighbors the Tsuneishi's. They are our neighbors directly south of our lot (right side neighbors as facing front of lot). They only addressed the issue of privacy and our proposed disapproved project had Torrance Community Development required mitigations identified that addressed their concerns. There were no other issues concerning the view, light, air, or privacy identified, addressed or presented to the Planning Commission by any of the protesting HOA or CCHOA community members. All of the protesting community members seemed to have disapproved of this project because of the perceived size, color and shape.

Based upon the fact that the Planning Commission had gone to extreme measures to ensure that the applicant and incumbent homeowner's concerns are addressed there is little documentation to reflect that this project impacted any neighbor's view, light, air or privacy.

d) "That the proposed residence has been located, planned and designed so as to cause intrusions on the light, air and privacy of other properties in the vicinity because of the square footage and mass of the proposed residence are greater than those of most neighboring properties. "

Counterpoint: As stated above the lot my wife and I purchased is the largest lot North of Rolling Hills road. It is the 14th largest lot out of 480 homes within the Country Hills community. Almost 97% of the lots are smaller within the Country Hills area and the lot is the largest lot within a 10 block Country Hills neighborhood area – therefore under current laws our neighbor's homes would naturally be smaller based upon their lot size FAR ratio.

As to the characteristics of my neighborhood which is being defined as the area within a 4 block radius, my neighbor's house directly across from me is a 5200SF residence on a 10,240 SF lot. Another neighbor within 300FT of my lot has a 5400SF lot on a 7570 SF lot (MIN FAR .69). My next door neighbor's residence is approximately a 3600SF house on a 10620 SF lot. My other next door neighbor's house is a 3 story house compared to the two story house I am requesting. Within a 4 block radius there are 10 homes that have MIN FARs greater than .50. Seven (7) of them are greater than a .51 MIN FAR. There are 15 homes with 3 stories and 15 homes that are over 3000SF in the 4 block radius.

If mass is quantified by the FAR ratio so legislative bodies can find an equitable assessment model than the assessment that my residence is the only house within the vicinity that has undesirable attributes and my project should be denied because of these undesirable attributes seems to be illogical.

h) "That the proposed residence would result in an adverse cumulative impact on other properties in the vicinity because the proposed additions and resulting residence do not conform to the allowable building height for properties in the R-1 zone; and"

Counterpoint: Within the Country Hills community there are 59 three (3) story homes. Every single one of these three story homes is over 27' FT in height. As stated above my next door neighbor's house is a 3 story home that is higher in elevation than our proposed project. Every single person that sent an e-mail to the Torrance Planning Commission members (5 e-mails) or the 26 residences that signed the CHHOA petition lives on a street which has a 3 story house, or where there is a house with a FAR greater than .50 or where there is a house with greater than 3000 SF. One of the residences that signed the CHHOA's petition against our .57 FAR project lives in a house that has a FAR of .58 (3119 Carolwood Ln – 2920 SF house on a 5000 SF lot = .5841 FAR). Another petitioner that lives across the street lives in a .53 FAR sized house (25621 Amberleaf Road - 3107 SF House/6000 SF Lot).

There is not a street in all of the CH community that does not have a 3 story house, a house where the FAR is greater than .50 or a house where the SF is greater than 3000 SF. If mass is quantified by the FAR ratio so legislative bodies can find an equitable assessment model than that assessment model should be applied to all residences within the CH community when the legislative body decides on such an important economic and personal matter as somebody's property rights. Lastly this point of denial seems to be a cut and paste from other Precise Plans. I am not proposing an addition to my residence as it states above- this is an empty lot.

- i) "That it is feasible to arrange the proposed house layout for the purposes intended without exceeding the maximum building height allowed by the code and."
- j) "That denial of such an application would not result in an unreasonable hardship to the applicant because a new house can be designed on the large lot without having to exceed the maximum height allowed by the code; and."

Counterpoint i & j:

- **I cannot construct a 2400 FT one (1) story home with a normal 4/12 pitch w/o exceeding the 27' height waiver based upon the way the elevation is currently measured.**
 - My garage lowest natural grade is at approx 102.75' FT ELEV per Torrance Staff findings.
 - 1st Floor Elevation is at 111.85' FT = 9.1 FT (Per Disapproved Silhouette Measurements)
 - 2400 SF Home – 60' L X 40' W
 - Final **One Story House** Height w 4/12 Pitch Roof = 27.75 'FT ELEV
 - Ridge board will rise to approx **18.75 FT @ 4/12** (30 FT Span = 10' FT Ridge Height + 8 FT Room + 8" (Concrete Pad +VB+ gravel base).

January 13, 2010

25636 Amberleaf- Stephenson's (Applicant's) Rebuttal to Torrance Planning Commission Disapproval -19 Feb 2009

- **I cannot construct the previously destroyed 2 story house (Approximately 2000 SF = 40 X 50) with a normal 4/12 pitch w/o exceeding the 27' height waiver based upon the way the elevation is currently measured without cutting into the lot and incurring relevant additional costs over 3% of the total project.**
 - My garage lowest natural grade is at approx 102.75' FT ELEV per Torrance Staff findings.
 - 2400 SF Home – 60' L X 40' W
 - First Floor Elevation 8.75 FT (8 FT Interior – 5" pad + VB + pea gravel base 2") = 8.75
 - Second Story Floor 9' FT – (8 FT Interior + 1 FT for 2nd story Floor System) = 17.75
 - Roof System – 8'.33 (50 FT Length = 25 X 4" = 8' FT 4") = 26.1 FT
 - **Two (2) Story House 2000SF previously built house** Height w 4/12 Pitch Roof = 26.1 FT 'FT ELEV
 - **Final Two (2) Story House 2000SF previously built house** Height w 4/12 Pitch Roof = 35.2 FT 'FT ELEV. (26.1 FT 'FT ELEV + 9.1 FT difference)
 - 1st Floor Elevation is at 111.85' FT = 9.1 FT difference from the lowest adjacent grade point which is the corner of the proposed garage. (Per Disapproved Silhouette Measurements and Torr Staff verification.)
- 1st Floor elevation would have to be the same current starting first floor elevation point because to build a 40' FT wide residence I need 52' Ft of width and I have approximately 54' where my current proposed porch is depicted on the submitted revised plans.

I cannot bring the house any closer towards the lower portion of the lot because a 40 FT wide house for 2400 SF requires a 52' FT width with the 6' FT offsets on each side. Where my proposed porch is currently projected to be at the width is a little over 54' FT wide. Lastly if I bring the house forward toward the sidewalk, then the "mass" of the two story house would be closer to the sidewalk which is another constraint I am required to plan around.

Based upon the Torrance staff calculations my proposed lower level SF including the garage was 3217 SF resulting in a proposed lot coverage of 32.85% per pg 65 C.D.D Recommendations -12/17/2008 Agenda Item # 11C calculations. I am allowed to have 40% building coverage on the lot which equals 4300 SF on the lower level (.40 X 10,750SF =4300 SF). Therefore I only have 1083 SF (4300 -3217 SF) before I violate another Torrance Municipal Code (TMC) requirement. My disapproved proposed second floor level SF was 2943 SF. Therefore I find it physically impossible to meet the statement identified in item # i and item # I. And it is hard to see where this statement of the disapproval determination makes any sense

January 14, 2010

25636 Amberleaf- Stephenson's (Applicant's) Rebuttal to Torrance
Planning Commission Disapproval -19 Feb 2009

because I cannot build anything greater than a 4300 SF one story house on the lot without violating the TMC 40% building coverage requirement.

l). "Denial of this request **to increase the interior floor area of the building to more than 50% of the area** of the lot will not constitute an unreasonable hardship to the applicant because the size of the lot allows for the construction of a large house even with a floor area under .50 and"

Counterpoint l):

For a 10750 SF lot the SF for a .50 FAR is 5375 SF. My lot usage is restricted to 4300SF (.40 X 10750SF Lot) so it is impossible to build anything over a 4300SF one story house on the lot without having another waiver and the significant excavation costs. Based upon the Torr staff calculations per pg 65 C.D.D Recommendations -12/17/2008 Agenda Item # 11C calculations, I would have a building coverage on the lot of 125% (5375SF (.50FAR)-4300 SF allowed =1075/4300=125%) which would require another waiver for approval within the project. For item # i and #l I find it physically impossible to meet the statement identified and it is hard to see where this statement within the disapproval determination validation has merit.

Lastly this point of denial seems to be a cut and paste from another Precise Plan **again**. I am not increasing my interior floor area of the building, per the statement in item # l "**to increase the interior floor area of the building to more than 50% of the area.**" My property is an empty lot.

m). "Granting this request **to increase the interior floor area of the building to more than 50% of the area** of the lot will be materially detrimental to the public welfare and to other properties in the vicinity because no other house in the immediate area features such a large square footage."

Counterpoint m): As stated above – as to the characteristics of my neighborhood, my neighbor's house directly across from me is a 5200SF residence on a 10,240 SF lot. Another neighbor within 300FT of my lot has a 5400SF lot on a 7570 SF lot (**MIN FAR .69**). My next door neighbor's residence is approximately a 3600SF house on a 10620 SF lot. Within a 4 block radius there are 10 homes that have minimum (MIN) FARs greater than .50. Four of them are greater than a .52 MIN FAR. Within the Country Hills HOA there are at a minimum¹ of 56 homes with a MIN FAR > .50, 44 homes with a MIN FAR > .51, 35 homes with a MIN FAR > .52, 24 homes with a MIN FAR > .54, 18 homes with a MIN FAR > .56, 12 homes with a MIN FAR > .58, 12 homes with a MIN FAR > .60, and a minimum of 4 homes with a MIN FAR > .64.

¹ FAR calculations from all of the applicants submissions for this proposal are based on assigning 400SF for the minimum size of a garage (TMC 2-car garage = 20' X20') and 25' SF for the minimum SF assigned for the FAR open space calculation per TMC SECTION 91.4.11. - FLOOR AREA RATIO required methodology. A total of 425' SF has been assigned to the publically available LA County Assessors Assessed SF numbers for each of the homes in the CCHOA. Therefore the applicants FAR ratios are extremely likely to be understating the true FAR ratios because most garages are usually built above the minimum building code SF sizes allowed and most homes open space is below the 25 SF I have used.

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January 14, 2010

[25636 Amberleaf- Stephenson's (Applicant's) Rebuttal to Torrance
Planning Commission Disapproval -19 Feb 2009]

Lastly this point of denial is another cut and paste from another Precise Plan **again**. I am not increasing my interior floor area of the building, per the statement in item # m "**to increase the interior floor area of the building to more than 50% of the area.**" My property is an empty lot.

January 14, 2010

25636 Amberleaf- Stephenson's (Applicant's) Rebuttal to Torrance
Planning Commission Disapproval -19 Feb 2009

Counterpoints to Height Waiver Denial - Planning Commission Resolution 08-124 – for WAV08-00011 (Signed 1 Apr 2009).

My counterpoints above apply to item # c & e for this height waiver disapproval.

d) That the proposed height of the residence will not be compatible with the current development trends in the area.

Counterpoint:

The proposed house is shorter in height than my next door neighbor's 3 story house. This is the first time in more 35 years there has been an empty lot in Country Hills (CH). This is the only empty lot in all of CH and every three (3) story house or residence with a FAR greater than .50 is grandfathered into replacing their home to the same equal size if their home was burned down. There have been no applications in CH for exceeding a .50 FAR in the last 27-30 years based upon the research I have done so far. To address the perceived stated development trends - at least 51% of the homes in the CH community are either a 3 story residence, have a square footage larger than 3000 SF or have a MIN FAR of .47². Or at least 40% of the homes in the CH community are either a 3 story residence, have a square footage larger than 3000 SF or have a MIN FAR of .50. Lastly this point of denial seems to be a cut and paste from another Precise Plan **again**. There have been no development trends in the CH community for the last 27-30 years.

Summary:

- Proposed house is within the FAR limits allowed by the Torrance municipal building code.
- Proposed house is lower in height then some of the other homes around.
- We have revised the project and removed over 600SFT and dropped the height of the project.
- We have no avenue of discussing this project with HOA since they have rejected every invitation to a discussion.
- Proposed revised house plans have no impact to view, light, air and privacy.
- All immediate neighbors have no known issue with this project.
- Not going forward with this project is causing a harsh financial impact.
- There is not a street in all of the CH community that does not have a 3 story house, a house where the FAR is greater than .50 or a house where the SF is greater than 3000 SF.
- Our project is homogenous with the neighborhood and community.

² A .47 FAR is referenced as a baseline because the CHHOA stated in their initial disapproval statement they sent to the Torr Staff - per pg 93 C.D.D Recommendations -12/17/2008 Agenda Item # 11C (CHHOA page 6 of 7) that "while the FAR calculation of the proposed home is 47% and it is apparently within code. It does not automatically [the FAR] permit abuse of the code. The code does not automatically permit "McMansionization" of a home within a planned community of aesthetically conforming homes, protected by CC&Rs." Based upon the fact the HOA has never stated what FAR is acceptable when specifically requested to identify what FAR was acceptable to them in numerous e-mails from the applicant – I strongly believe, based on their published statements, that even a FAR of .47 is unacceptable to their pejorative position.

Additional Information Concerning Dissenting Point Of Views:

At the last Planning Commission meeting the HOA presented a petition where 29 residences had signed a statement that "they opposed any new construction that would be significantly different then the houses around it in size, height, style or color." Based upon a review of the petitioner's residences it was determined that only 11 of the 29 residences were within the notification area.

Country Hills CC& R's

Word Processed from Original Document

Updated: January, 2008

Recording requested by
and when recorded return to:
Watt Industries, Inc.
PO Box 2114
Santa Monica, CA 90406
Attn: H. Goldstein

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made by WATT INDUSTRIES, INC., a California corporation ("Declarant"), as developer of the Project described Herein.

RECITALS

WHEREAS, Declarant is the owner of that certain real property located in the County of Los Angeles, State of California, more particularly described in Exhibit 1 which is attached to this Declaration and by this reference made a part hereof as though fully set forth; and is now or will in the future be the owner of certain other real property in said County and State, which other real property is more particularly described in Exhibit 2 which is attached to the Declaration and by this reference made a part hereof as though fully set forth herein; and

WHEREAS, Declarant intends to and does hereby establish for its own benefit and for the mutual benefit of all future owners or occupants of the said real property described in Exhibit 1, and each part thereof, certain easements and rights in, over and upon said premises and certain mutually beneficial covenants, conditions, restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and further intends that all or part of the said property described in Exhibit 2 will or may, in the future, be annexed pursuant to this Declaration and therefore made subject to the general plan described below; and

WHEREAS, Declarant desires and intends that the owners, mortgagees, occupants and all other persons hereafter acquiring any interest in said real property described in Exhibit 1 or any part thereof and such of the real property described in Exhibit 2, as may hereafter be annexed as provided in Article V hereof, shall at all times enjoy the benefits of, and shall hold, sell and convey their interests subject to the rights, easements, covenants, conditions, restrictions and obligations hereafter set forth, all of which are hereby declared to be in furtherance of a general plan to promote and protect the cooperative aspect of such development and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the said real property;

NOW, THEREFORE, Declarant, as the owner of the said real property described in Exhibits 1 and 1 hereto, and for the purposes above set forth, declares that all of the said real property described in said Exhibit 1 and each part thereof, and such of the real property described in Exhibit 2, as may hereafter be annexed as provided in Article V hereof, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of , and which shall run with the said real property and be binding on all parties having any rights, title or interest therein, or in any part thereof, their heirs, successors and assigns, and shall inure to the benefit of the real property described in Exhibit 1 and each part thereof and such of the real property described in Exhibit 2 as may hereafter be annexed as provided in Article V hereof and to the benefit of each owner thereof;

ARTICLE I
DEFINITIONS

As used herein, unless otherwise specified or unless the context otherwise required:

"Accessory Use" means a use naturally and normally incidental to, subordinate to and devoted exclusively to the main use of the premises.

"Building" means any structure having a roof supported by columns or walls for the housing or enclosure of persons, animals or chattels and located on the parcel and forming a part of the property.

"County" means the County of Los Angeles, California.

"Declaration" means the instrument as it may from time to time be amended.

"Declarant" shall mean Watt Industries, Inc., its successors and assigns, if such successors and assigns should acquire any portion of the Properties from the Declarant for the purpose of development and are designated by Declarant, as the Declarant for the purpose hereof, by a duly recorded written instrument.

"Dwelling" means any building or portion thereof which is used as a private residence or sleeping place of one or more human beings.

"Improvements" shall mean buildings, garages, carports, roads, driveways, walkways, parking areas, fences, walls, patios, porches, elevated porches, sun decks, balconies, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every kind, nature and description.

"Lien" includes both voluntary and involuntary liens.

"Lot" means a parcel of real property as shown with a separate and distinct number or letter on a final subdivision map, or parcel map, or record of survey map, which has been duly recorded or filed in the office of the County Recorder of Los Angeles County.

"Mortgagee" means the beneficiary of the recorded deed of trust or the holder of a recorded mortgage.

"Occupied" includes but is not limited to arranged designed, built, altered, converted, rented or leased, or intended to be occupied.

"Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Lot, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

"Person" includes, but is not limited to, natural persons, associations, firms, partnerships and corporations.

"Project" or "the Projects" means all of the land described in Exhibit 1 and 2 attached hereto.

"Property" or "the Properties" means all of the land described in Exhibit 1 attached hereto and such of the real property described in Exhibit 2 hereto as may, at any time, have been annexed as provided in Article V hereof.

"Record" or "Recording" or "Recorded" means to file or record in the office of the Count Recorder of Los Angeles County, California.

"Shall" is mandatory and not merely directory.

"State" means the state of California.

"Street" means a thoroughfare which affords means of access to abutting property.

"Structure" means anything constructed or erected, which requires a location on the ground or attached to something having a location on the ground.

"Subdivision map" or "final map" or "map" includes any final record of survey map, parcel map or subdivision map which has been recorded but does not include any tentative tract map.

"Use" means the purpose for which land or a building is designed, arranged or intended, or for which either is or may be occupied or maintained.

ARTICLE II ENVIRONMENTAL CONTROL

Preamble.

The property which is originally subject to this Declaration is a portion of a larger parcel, the larger parcel including the property subject to this Declaration being referred to herein titled "Project". The Project contains varied terrain, suitable for divergent uses. It is the intention of Declarant, while imposing the within covenants, conditions and restrictions in order to provide for the orderly and attractive development of the Property and portions of the Project which may be annexed to this Declaration pursuant to Article V, to provide through the Environmental Control Committee described below a means by which (a) standards may be established and enforced for development and operation of particular areas within the Project which are, by reason of their geography or other factors, different from the remainder of the Project and (b) Lot Owners may be informed from time to time of the guidelines to be used by the Environmental Control Committee in applying the general standards set forth in this Declaration to particular applications.

Section 1. The Environmental Control Committee.

(a) Committee Composition.

The Environmental Control Committee shall consist of three (3) persons, none of whom shall be required to be an architect or to meet any other particular qualifications. The provisions of the Article II shall not apply with respect to the initial construction by Declarant of improvements within the Project.

(b) Initial Members.

The following persons are hereby designed as the initial members of the Environmental Control Committee:

Office No. 1: Charles R. Christianson

Office No. 2: Oliver E. Roney

Office No. 3: Director of Planning, City of Torrance

(c) Appointment, Removal and Resignation.

Until the earlier to occur of (i) the date on which ninety percent (90%) of the Lots in the Project have been sold or (ii) a date three (3) years FOLLOWING THE DATE OF RECORDATION OF THIS Declaration, Declarant shall have the right to appoint and remove all members of the Environmental Control Committee. Upon the occurrence of such date, the then owners shall have the right through the formation of a Homeowners' Association to assume the functions of the Environmental Control Committee and to operate same through an Environmental Control Committee appointed by the Association's Board of Directors. In the event a Homeowners' Association is not formed and an Environmental Control Committee appointed within six (6) months following the right of the owners to do so pursuant to the provisions of this Section 1(c), the Environmental Control Committee shall be dissolved and the provisions in this Declaration and any amendment hereto shall terminate and be of no further force or effect. As long as Declarant has the right to appoint and remove members of the Environmental Control Committee, any member of the Environmental Control Committee may at any time resign from the Committee by giving written notice thereof to the Declarant.

(d) Vacancies.

As long as Declarant has the right to appoint and remove members of the Environmental Control Committee, vacancies on the Environmental Control Committee shall be filled by the Declarant. A vacancy shall be deemed to exist in case of death, resignation or removal of any member. Failure of the Declarant to fill any vacancy in the Committee shall not prevent (i) the running of the ninety (90) day automatic approval period specified in Section 4(e) of this Article II or (ii) action by the Committee on any matter to the extent that any two (2) members thereof each join in and consent thereto.

(e) Notice of Membership on Committee.

As long as Declarant has the right to appoint and remove members of the Environmental Control Committee, the Declarant shall be empowered from time to time to appoint successors to members of the Committee and upon making such an appointment shall record written notice of such appointment in the office of the County Recorder of Los Angeles County. All Parties, including any title insurance company, shall be entitled to rely conclusively upon the membership of the Committee as established and as changed by any such recorded notice.

Section 2. Meetings. The Environmental Control Committee shall meet from time to time as necessary to perform its duties hereunder. The vote or written consent of any two (2) members, at a meeting or otherwise, shall constitute the act of the Committee unless the unanimous decision of the Committee is required by any other provision of this Declaration. The Committee shall keep and maintain a written record of all actions taken by it at such meetings or otherwise.

Section 3. Duties. It shall be the duty of the Environmental Control Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to ensure that any improvements constructed on the Properties by anyone other than the Declarant conform to plans approved by the Environmental Control Committee, to adopt Environmental Control Committee Rules, to perform other duties delegated to it by the Declarant and to carry out all other duties imposed upon it by this Declaration. Notwithstanding anything contained in this Declaration expressly or impliedly to the contrary (with the exception of landscaping replacements required by Section 2 of Article III hereof), no improvements may be constructed or placed on the Properties or any portion thereof, by anyone other than the Declarant without the approval of the Environmental Control Committee. Declarant may exercise all available legal and equitable remedies to prevent or remove any such unauthorized and unapproved construction or improvements on the Properties or any portion thereof.

Section 4. Operation of Committee. The Environmental Control Committee shall function as follows:

(a) The Committee may require the submission to it of any or all of the following documents which it determines to be reasonably appropriate to the activity for which consent is requested:

(1) A written description;

(2) Plans and Specifications;

(3) Schematics;

(4) Elevations; and

(5) A plot plan showing the location of the proposed structure or improvements

(b) All submissions to the Environmental Control Committee shall (1) be in triplicate, (2) show the address of the party submitting the same, (3) be deemed made when actually received by the Committee at its address at Country Hills Home Owners' Association, Environmental Control Committee, PO Box 1253, Torrance, CA 90505 or such other place as may be designed in writing by the Committee from time to time, and (4) state in writing the specific matters as to which approval is sought.

(c) Any approval, disapproval or other action by the Committee pursuant to this Declaration shall be effective only if made by certificate in writing, stating the Committee's action as having been joined in by at least a majority of members as the time such action is taken, signed by such joining members with their signatures acknowledged for recording. Any action so certified shall constitute the action of the Committee and the certificate thereof shall promptly be mailed, postage prepaid, to the address specified by the submitting party. Any such certificate when so made, signed and mailed shall be irrevocable, shall constitute conclusive evidence of that action of the Committee and may be relied upon by any person, including but not limited to, any Owner and any title insurance company.

(d) One of the three (3) sets of submissions to the Committee may be retained by it. In the event the committee approves or is deemed to have approved the activity for which consent is required, the Committee shall endorse its consent on all three (3) copies and two (2) sets shall be mailed by the Committee, postage prepaid, to the address specified by the submitting party unless such party shall elect to accept delivery thereof in person or by agent so authorized in writing.

(e) If the Committee fails to mail its certificate with regard to any material or matter submitted to it hereunder, within ninety (90) calendar days after submission, it shall be conclusively presumed that the Committee has approved the specific matters as to which approval was sought in the submission. It shall thereupon be the duty of the members of the Committee, forthwith upon the request of the submitting party, to sign and acknowledge a certificate evidencing such approval.

(f) As a condition precedent to its consideration of or action upon any material or matter submitted to it here under, the Committee shall be entitled to receive a sum fixed by it which shall not exceed Fifty Dollars (\$50.00) for each set of plans, specifications, drawings or other material so submitted, Notwithstanding the provisions of subparagraph (b) (3), until the requisite sum shall have been paid to it as provided herein, any material delivered to the Committee shall not be considered to have been submitted to it for the purpose of the Declaration.

(g) No certificate of the Committee shall be recorded by the Committee or any member thereof, but the same may be recorded by the party submitting the material concerning which the certificate was made.

(h) All action by the Committee authorized in this Declaration shall be within its sole discretion and shall be a vote of a majority of the members of the Committee.

Section 5. Environmental Control Committee Rules. The Environmental Control Committee may, from time to time, and in its sole and absolute discretion, adopt, amend, and repeal, by majority vote or written consent, rules and regulations to be known as "Environmental Control Committee Rules." Said rules shall interpret and implement this Declaration by setting forth the standards and procedures for Environmental Control Committee review and guidelines for architectural design, including, but not limited to, specifications for the height, size and elevation of buildings and the material required to be used in construction thereof; placement of buildings; color schemes; exterior finishes and materials, the height, kind and appearance of fences, walls and other structures; sizes, locations and materials to be used in construction of walks and drives; sizes and species of landscaping materials; and similar features which are recommended for use within the Properties. Such rules may provide that any plans submitted to the Environmental Control Committee for its approval must be accompanied by a filing fee in an amount not to exceed Fifty Dollars (\$50.00).

Section 6. Waiver. The approval or disapproval by the Committee of any plans, specifications, drawings, plot plans, grading plans, heights or any other matters submitted for approval or consent shall not be deemed to be a waiver by the Committee of its rights to approve, disapprove, object or consent to any of the features or elements embodied therein when the same features or elements are embodied in any other plans, specifications, drawings, plot plans, grading plans, heights or other matters submitted to the Committee.

Section 7. Liability. Neither the Environmental Control Committee not any member thereof shall be liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed an account of (a) the approval or disapproval of any plans, drawings, or specifications, whether or not defective, or (b) the construction or performance of any work, whether or not pursuant to the plans, drawings, or specifications on any of the Properties, provided, however, that with respect to the liability of a member, such a member has acted in good faith on the basis of such information as may be possessed by him.

Section 8. Restriction on Improvement. No improvement, building, fence, residence, dwelling unit or other man-made structure of any type shall be constructed or maintained upon any Lot until the plans and specifications thereof, the appearance and color thereof, the height and size thereof, a plot plan showing the location thereof and the location of all trees which when mature will reach a height of over four feet (4'), appropriate grading plans, if requested, and a soils report for the site upon which the structure is to be or is located, if requested, shall have been approved by the Environmental Control Committee. No change in the exterior appearance, type, color, grade, height or location of any such structure shall be made without the prior written approval of the Environmental Control Committee; and no act or condition prohibited by the provisions of Article III of the Declaration shall be initiated, done or suffered upon any Lot, except where the Environmental Control Committee has found that because of unique or emergency circumstances such as act or condition may be allowed and has given its prior written approval thereof.

ARTICLE III USE RESTRICTIONS

In addition to all other covenants contained herein, the use of the Properties is subject to the following restrictions, which restrictions shall be in favor of the Lots and the Owners of the Lots and the Declarant:

Section 1. Residential use. No part of any residential Lot shall be used for other than private dwelling purposes and accessory uses. The foregoing restrictions as to the use shall not, however, be construed in such a manner as to prohibit a Lot Owner from (a) maintaining his personal professional library therein, or (b) keeping his personal business or professional records or accounts therein, or (c) handling his personal business or professional calls or correspondence there from, or (d) undertaking any other activity thereon when such activity has been expressly approved in advance in writing by the Environmental Control Committee, such activities being hereby expressly declared to be accessory uses.

Section 2. Maintenance by Owner. The Owners of the individual dwelling units shall be responsible for the maintenance of and shall maintain exteriors and the interiors of their dwelling units, and the improvements on their Lots, including exterior and interior walls, windows, glass, ceilings, floors, and permanent fixtures, and appurtenances thereto, in a clean, sanitary and attractive condition, reserving to each Owner, however, complete discretion as to choice of furniture, furnishings and interior decorating.

The Owner of each Lot shall (a) keep the same free from rubbish, litter and noxious weeds, (b) within ninety (90) days after the close of escrow for the acquisition of a Lot, plant lawns or otherwise landscape the front of his Lot, (c) maintain, cultivate and keep in good condition and repair shrubs, trees, grass, lawns, plantings and other landscaping located or from time to time placed upon his Lot including those in areas between adjacent sidewalk and the street curbs, in any, (d) trim and restrain all trees, shrubs, or planting of any kind so that they shall not be allowed to overhand or otherwise encroach upon, above or below any sidewalk, pedestrian way or street, between two (2) feet below ground level and 10 (10) feet above ground level, unless prior written approval from the Environmental Control Committee is obtained, (e) replace dead plants, shrubs, trees, grass or landscaping with the same or similar type, (f) maintain in good condition and repair and adequately painted or otherwise finished all improvements, structures and buildings located or from time to time placed upon his Lot, and (g) maintain all paved surfaces and keep them clean, reasonably dry and free of oil and other extraneous manner.

Section 3. Signs. No sign or billboard of any kind (including, but without limitation, commercial or political signs) shall be displayed to the public view on any residential Lot, except for (a) directional signs established by the Declarant, (b) such signs as may be required by legal proceedings, (c) residential identification signs of a combined total face area of seventy-two (72) square inches or less for each Lot, (d) during the time of construction of any residence or other improvement, one (1) job identification sign not larger than eighteen inches by twenty-four (18"x24") inches in height and width and having a face area not larger than three (3) square feet, (e) not more than one "for sale" or "for rent" sign having a maximum face area of one (1) square foot; provided, however, that if at the time of any such desired use, the Declarant is providing "for sale" or "for rent" signs for the use of Lot Owners, the sign provided by the Declarant shall be used and (f) such signs as may be approved by the Environmental Control Committee. The provisions of this Section 3 shall not apply to signs erected, placed or maintained on the Property by Declarant in connection with Declarant's sales program.

Section 4. Obnoxious and Offensive Activities. No obnoxious or offensive activity shall be carried on upon any Lot or any part of the Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 5. Temporary Structures. Unless approved in writing by the Environmental Control Committee, no structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporary or permanently. No trailer, camper, boat or similar equipment shall be permitted to remain upon any Lot, unless placed or maintained within a closed garage. Notwithstanding the provisions of this Section 5, the Declarant may construct and maintain temporary buildings, structures and vehicles on the Properties to be used only for construction and administration purposes. All such buildings shall be removed no later than the completion of the construction for which such buildings, vehicles or structures were constructed or placed upon the Properties. The Declaration may also construct, operate and maintain a sales office on the Properties and model homes and a sales office on the Lots, in connection with its continuing sales program, such rights and uses to continue so long as Declarant shall own at least one (1) Lot and maintain an active sales program.

Section 6. Animals. No animals, livestock, birds, fish or poultry of any kind shall be raised, bred, or kept on any Lot, except dogs, cats or such other household pets as may be approved by the Environmental Control Committee may be kept on the Lots, provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers.

Notwithstanding the preceding paragraph, no animals, horses or fowl may be kept on the Properties which result in an annoyance or are obnoxious to residents in the vicinity, and in any event, any Lot Owner shall be absolutely liable to each and all remaining Owners, their families, guest and invitees, and to the Environmental Control Committee, for any and all damage to person or property caused by any horses or pets brought upon or kept upon the Lots by any Lot Owner or by members of his family, guests or invitees. Upon the written request of Owner, the Environmental Control Committee shall conclusively determine, in its sole and absolute discretion whether for the purposes of this paragraph, a particular horse or other animal, bird, fowl, poultry, or livestock is a generally recognized house or yard pet, or a nuisance, or whether the number of horses or other animals or birds on any such

property is reasonable. Any decision rendered by the Committee shall be enforceable as other restrictions contained herein

Section 7. Vehicles. No mobile home, trailer of any kind, truck, camper, dune buggy or boat shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any Lot or street in such a manner as will be visible from neighboring property. No stripped down, partially wrecked or junk motor vehicle, or sizeable part thereof, shall be permitted to be parked on any street or on any Lot in such a manner as to be visible to the occupants of other Lots or to the users of any street. No truck larger than three-fourths (3/4th) ton shall be parked for more than 24 hours on any Lot in such a manner as to be visible to the occupants of other Lots or the users of any street.

Section 8. Extraction of Minerals. 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 the surface of any portion of the Properties, or within five hundred (500) feet below the surface of the Properties, and no derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any portion thereof, except as shall be approved in writing by the Environmental Control Committee.

Section 9. Fences and Structures. No fences, ornamental screens, awnings, screen doors, sunshades, walls or hedges shall be erected or permitted upon the Properties, except as approved by the Environmental Control Committee. No building or other improvements, including outbuildings, patios, fences, and porches, shall be removed from or erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the exact location of the structure or improvements have been approved in writing by the Environmental Control Committee as to quality of workmanship and materials, harmony of external design with existing or planned structures and as to location. Any alteration in the exterior color scheme or any structural improvement shall be subject to the prior approval of the Environmental Control Committee. No chain-link or welded wire fence shall be installed on any Lot in the Project. The prohibitions set forth herein and in Article II of this Declaration shall not apply to the Declarant.

Section 10. Antennae and Power Lines. No towers, antennae, aerials, or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall be erected and maintained or permitted to be erected and maintained on any Lot except by installations inside of structures constructed on said Lot or by underground conduits and approved by the Environmental Control Committee. All other types of appliances or installations upon the roofs or sides of any dwelling situated upon a Lot shall not be permitted unless they are approved by the Environmental Control Committee. No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be constructed, placed and maintained anywhere in or upon any Lot, unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other structures approved by the Environmental Control Committee.

Section 11. Debris and Outside Storage. All rubbish, trash and garbage shall be regularly removed from the Properties and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, woodpiles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen approved by the Environmental Control Committee. No incinerators shall be kept or maintained on any Lot.

Section 12. Taxes and Utility Charges. Each Owner of a Lot shall pay any real and personal property taxes or charges assessed against his respective Lot, and the utility charges for said Lot.

Section 13. Restrictive Agreements. No Owner shall execute or file for record any instrument which imposes a restriction upon the sales, leasing or occupancy of his dwelling unit on the basis of race, color or creed. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the orderly operation and development of the Project. Failure to enforce any provision herein shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

Section 14. Pests. No Owner shall permit any thing or condition to exist upon any portion of the Properties which shall induce, breed or harbor infectious plant diseases or noxious insects or vermin.

Section 15. Right of Entry. During reasonable hours, any member of the Environmental Control Committee or any authorized representative thereof, shall have the right to enter upon an inspect any portion of the Properties and the improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

Section 16. Commercial and Professional Use. Subject to the provisions of Section 1 of this Article III, and except in any area of the Project designed and zoned as Commercial Area, no gainful profession, occupation, trade or other nonresidential use shall be conducted on any Lot or any portion thereof. Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof for the residential purposes only and subject to all of the provisions of the Declaration.

Section 17. Grades, Slopes, Drainage. No Owner of any Lot shall in any manner alter, modify, or interfere with the grades, slopes or drainage on any Lot without the express written permission of the Environmental Control Committee and then only to the extent and in the manner specifically approved. No structure, plantings, or other material shall be placed or permitted to remain on or within the slopes, nor shall any other activities be undertaken by any person 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 drainage channels.

Section 18. Garages. Any garage constructed on a Lot shall be of sufficient size to contain a minimum of two (2) standard size American cars. Such garages shall have doors and the doors shall be kept closed at all times not required for the ingress or egress of automobiles or other vehicles commonly stored therein.

Section 19. Water Softeners. All water softeners installed on a Lot must be commercially serviced. No Owner shall deposit or dispose, or permit to be deposited or disposed of any salts or other chemicals from said water softeners in the sewage system.

Section 20. Use of Improvements during Construction; Diligence in Construction. No building, structure or other improvement upon any Lot shall be occupied until the same is completed and made to comply with the restrictions, covenants and conditions contained in this Declaration. Any building, wall, fence, structure or other improvement which is partially or totally destroyed, or damaged, by fire, earthquake or otherwise, shall be removed, repaired or replaced within a reasonable time after such destruction or damage occurs and subject to the requirements of this Declaration, by the then Owner

or Owners of that portion of the Lot or Lots upon which the destroyed or damaged improvement was or is located. All work of construction, removal or repair of any building, wall, fence, structure or other improvement upon any Lot shall be prosecuted diligently and continuously from the time of commencement thereof until the same shall be fully completed except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God or similar causes.

Section 21. Noise. No speaker, horn, whistle, bell or other similar sound facility or equipment shall be permitted upon any Lot which is capable of producing any sound in excess of sixty-five (65) decibels measured at a point one hundred (100) feet from (i) the outside of a building within which the sound emanates or (ii) the speaker or other similar facility or equipment from which the sound emanates. No activity shall be undertaken or permitted upon any residential Lot, which activity causes any sound, whether intermittent, recurrent or continuous, in excess of forty-five (45) decibels measured at any point on the boundary line of the said Lot. Decibel measurements shall be the average of at least three (3) and at the most five (5) decibel readings by a qualified engineer. The foregoing provisions of this Section 21 shall not, however, prohibit the installation or use of devices designed and used solely for security purposes.

Section 22. Cable Television. No cable television connection or facilities shall be installed or maintained on any Lot except by Declarant, his agents and assigns until such time as Declarant shall own no Lots whatsoever. The right to purchase any franchise available from the County of Los Angeles for cable television facilities on the Lots may be exercised only by Declarant or its assigns. Declarant and its agents shall have an easement over each Lot for the purposes of installing and maintaining cable television facilities.

Section 23. Parking and Street Obstruction. Parking of vehicles of any type whatsoever on any portion of the Streets shall be permitted only as set forth in rules promulgated by the Declarant. Each Owner covenants and agrees to do nothing which will in any manner prevent the Streets from at all times being free and clear of obstructions and in a safe condition for vehicular use. Trash cans and other rubbish containers shall not be allowed to be visible from any portion of any of the Streets except during the days on which rubbish is collected.

Section 24. Chemicals. The Environmental Control Committee shall have the power from time to time to determine that the use of particular chemicals on any one or more Lots constitutes or would constitute a clear danger, and to publish the names of such chemicals and prohibit their use; no chemical so prohibited shall be used on or above any Lot. Additionally, the Environmental Control Committee may prohibit specified chemicals, including but not limited to, pesticides and herbicides, from use on or above the open surface area of any Lot, or above any Lot, whether once or intermittently or continuously, if such chemical or any product or residue thereof does or may seep, drain, flow, drift or otherwise migrate into any natural or artificial waterway or body of water existing in the Project.

Section 25. Compliance with Laws. Each Owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of federal, state or municipal governments or authorities applicable to use and occupancy of any construction and maintenance of any improvements upon the Lots.

Section 26. Basketball Standards and Sports Apparatus. No basketball standards or fixed sports apparatus shall be erected on or attached to the front of any dwelling or improvement without the prior written approval of the Environmental Control Committee.

Section 27. Berm Lots – Accessory Buildings, Swimming Pools, Patios. With respect to Lots 51 through 56, inclusive, Lots 58 through 66, inclusive, Lot 69 and any other Lots, the boundary of which includes any portion of berm areas located on the northern boundary of the Project ("Berm Lots"), no accessory building, including but not limited to a cabana, gazebo, or summer house shall be constructed thereon. Upon the prior written approval of the Environmental Control Committee, each Berm Lot may have constructed thereon a swimming pool and/or patio; provided, however, that any retaining wall constructed on any Berm Lot must first be approved in writing by the Environmental Control Committee and the City of Torrance, and the Owner shall be responsible for restoring any damage done to the berm area located on his Lot to its original condition, including landscaping, and shall be responsible for continuing to maintain such area at his sole cost and expense in accordance with the requirements of these CC&Rs.

Section 28. Exceptions. The restrictions set forth in this Article III shall and do not apply to any of the following:

(a) Any part of the Properties except that part expressly described in Exhibit 1 hereto, or in Exhibit 2 hereto and expressly annexed to these covenants, conditions and restrictions as provided in Article V hereof.

(b) Any part of the Properties which is owned by any public body, including, but not limited to, a school district.

(c) Any act done or proposed to be done upon the Properties, or any condition created thereon, by any governmental entity or agency, or the agents or employees of any governmental entity acting in the scope of their authority as such agents or employees.

(d) Any act done or proposed to be done upon the Properties, or any condition created thereon, by any utility company (including but not limited to, companies furnishing electric, gas, water, telephone, cable television and/or sewer service to all or part of Properties), or the agents or employees of any such company, which act could be done by such company were there Declaration not made.

(e) Any act done or proposed to be done upon the Properties, or any condition created thereon, by Declarant, or its successors, assigns, agents, employees or contractors, in the course of planning for, preparing the Properties for and/or constructing upon the Properties streets, utilities, buildings and all other original improvements.

(f) Any act done or proposed to be done upon the Properties, or any conditions created thereon, which act or condition has been approved in writing in advance by the Environmental Control Committee acting within its authority as set forth in Article II of this Declaration.

(g) Any act done or proposed to be done upon the Properties, or any condition created thereon, by any person pursuant to court order, or the order of any public officer or public agency; provide, however, that the provisions of this subparagraph (g) shall apply only to those acts and conditions which are the result of action initiated by public officers or agencies and which embody mandatory requirements with penalties of nonperformance, and are not those orders which result from the application of private parties or are merely permissive.

(h) Any portion of the Property designed and zoned as Commercial Area.

ARTICLE IV
EASEMENTS

Section 1. Encroachments. Each Lot is hereby declared to have an easement over all adjoining Lots for the purpose of accommodating and encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

Section 2. Easement Access. Each Lot shall be subject to an easement in favor of each adjoining Lot for access to make necessary repairs upon said adjoining Lots and structures thereon; provided, however, that:

- (a) Any damage caused by such entry shall be repaired at the expense of the Owner whose Property was the object of the repair work which led to such entry;
- (b) Any such entry shall be made only at reasonable times and with as little inconvenience as possible to the Owner on the entered Lot; and
- (c) In no event shall said easement be deemed to permit entry into the interior portions of any residence.

Section 3. To the Environmental Control Committee. There is hereby reserved to Declarant and the Environmental Control Committee, their agents and employees, such easements as are necessary to perform the duties and obligations of the Environmental Control Committee as are set forth in this Declaration or the Environmental Control Committee Rules, including, but not limited to the right of access at all reasonable hours to any part of the Property or Project, and to any structures being built thereon, for the purposes of inspection relative to compliance with this Declaration.

Section 4. Covenants Running with the Land. Each of the easements provided for in this Declaration shall be deemed to be established upon the recordation of this Declaration, and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Lots, superior to all other encumbrances applied against or in favor of any portion of the Properties which are the subject of this Declaration. In furtherance of the easements provided for in this Declaration with individual grand deeds to Lots may, but shall not be required to, set forth said easements.

Section 5. Utility Easements. The rights and duties of the Owners of the Lots within the Properties with respect to sanitary sewers and water, electricity, gas, and telephone shall be governed by the following:

- (a) Whenever sanitary sewer house connections and/or electricity, gas, water or telephone lines are installed within the Properties, which connections or any portion thereof lie in or upon Lots owned by

others than the Owner of the Lot served by said connections, the Owners of any Lot served by said connections, or any portion thereof, lie, to repair, replace, and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Whenever sanitary sewer house connections and/or water house connections or electricity, gas or telephone lines are installed within the Properties, which connections serve more than one (1) Lot, the Owner of each Lot served by said connections shall be entitled to full use and enjoyment of such portions of said connections as service his Lot.

Section 6. Easements Reserved by Declarant. Declarant excepts and reserves for itself, its successors and assigns, and declares that upon the conveyance by it of any Lot there is reserved and excepted the following easements, which are nonexclusive and in gross and appurtenant to the Property:

(a) All easements which are delineated on any recorded final subdivision map of the Properties for the purposes described for each such easement on each said map.

(b) An easement over and upon an area ten (10) feet wide inside the front, rear and side property lines of each Lot, for the purpose of installing and maintaining utilities not delineated on any final subdivision map of the Properties.

(c) An easement over, upon and under all of the Properties for a period of three (3) years, after the first sales of any Lot on the Properties, for the purpose of constructing, maintaining and retaining all improvements, including utilities, on the Properties now or hereafter planned to be constructed on the Properties by Declarant or required to be constructed on the Properties by any municipal or governmental agency.

Within these easements no structure, planting or other material shall be placed or permitted to remain which damages or interferes, or which may have the ability at any time to damage or interfere, with the use of the easement for the purposes described except as expressly approved in writing, by the Environmental Control Committee. In particular, without limiting the generality of the foregoing, no structure, plantings or other material shall be placed or permitted to remain which may interfere with the installation, use or maintenance, within the easements, of utilities, or which ay obstruct, retard, accelerate or change the direction of the flow of water through drainage channels in the easements, or which may damage or interfere with established slope ratios. All such structures, planting, or other material as may exist from time to time within the easements shall be maintained continuously by the Owner of the Lot subject to the easement, except only those structures for which a public entity or utility company is responsible.

ARTICLE V ANNEXATION

Annexation by Declarant. All or any part of that certain property described in Exhibit 2 which is attached hereto and by this reference made a part hereof, may be annexed by Declarant within five (5) years after the date of issuance by the California Department of Real Estate of the Last public report for any portion of the Project, so long as:

(a) Such annexation is in accordance with a general development plan submitted to the County of Los Angeles; and

(b) A separate Declaration of Annexation is recorded in the office of the County Recorder of Los Angeles, California containing at least the following:

(1) A legal description of the annexed Properties; the names and addresses of the record Owner or Owners of said Properties; the names and addresses of the beneficiaries and trustees of all mortgage and trust deeds which constitute liens against the Properties as of the date said Declaration is to be recorded

(2) A statement submitting the annexed Properties to this Declaration, which shall be referred to by title and date, book and page of recording,

(3) A statement of the use restrictions imposed upon the annexed Properties as a part of the general plan for the Project, which restrictions may be the same as or different from those set forth in Article III hereof; or a statement that there are no use restrictions, and

(4) A statement submitting the annexed Properties to the control of the Environmental Control Committee established in Article II hereof.

ARTICLE VI ACCEPTANCE BY GRANTEES

Each grantee, by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and potential liens, charges, and to the jurisdiction, rights and power created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, or implied in those rights, benefits and privileges hereby granted, created, reserved or declared, and all impositions, and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such Owner in like manner as though the provision of this Declaration were recited and stipulated at length in each and every such deed and contract.

ARTICLE VII ENFORCEMENT

In the event of any default by any Owner under the provisions of this Declaration and upon any failure of Owner to comply with any requirement or restriction set forth in this Declaration, Declarant or any Owner shall have all the rights and remedies which may be provided for the Declaration, or which may be available at law or in equity, and may prosecute any action or other proceeding against such defaulting Owner and/or persons for damages or injunction or specific performance, or for judgment of payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Declarant in connection with such actions or proceedings, including court costs and attorneys' fees, and all damages. Liquidated or otherwise, together with interest thereon at the maximum legal rate until paid, shall be charged to an assessed against such defaulting or non-complying Owner. Any and all such remedies may be exercised at any time and from time to time, cumulatively or otherwise, by Declarant.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Amendments. Modification of all or any part of the covenants, restrictions or conditions herein may be effected from time to time as to the Properties or any portion thereof by written instrument duly executed and recorded by the Declarant, its successors or assigns; provided however that such modification or change shall not be more restrictive or burdensome in nature than the then existing covenants, restrictions or conditions.

Notwithstanding the provisions of the foregoing paragraph, if by law, any different consent or agreement is required for any action, then any instrument changing, modifying or rescinding any provision of the Declaration with respect to such action shall be effective only if taken and made as required by law.

No provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of any law.

Section 2. Notices. Notices provided for in this Declaration shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

Country Hills Home Owners' Association
Environmental Control Committee
PO Box 1253
Torrance, CA 90505

At the address of the Lot or Lots owned by him, or such other address as may be designated herein. Declarant and the Environmental Control Committee may designate a different address or addresses for notices to it by giving written notice of his change of address to Declarant. Notice addressed as above provided shall be deemed delivered when mailed by United States mail, return receipt requested, or when delivered in person with written acknowledgement of the receipt thereof.

Upon written request, the holder of any recorded mortgage or deed of trust encumbering any Lot shall be given a copy of all notices permitted or required by this Declaration to be given to the Owner or Owners whose property is subject to such mortgage or deed of trust.

Section 3. Severability. If any provision of this Declaration, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of the Declaration and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

Section 4. Successors of Declarant. Each and every right and obligation of Declarant under this Declaration shall inure to the benefit of and be binding upon the successors of Declarant as owner of the Properties to the benefit of the Properties owned by the Owners.

Section 5. Inapplicability to Properties of Public Entity. The provisions hereof shall be inapplicable to any property now owned or hereafter acquired by the State of California or a political subdivision thereof.

Section 6. Violation and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated,

whether or not the relief sought is for negative or affirmative action, by Declarant or any Owner or Owners of Lots. Declarant shall have the right but not the duty to enjoin or abate said violation or nuisance.

Section 7. Violation of Law. Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any of the Properties is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

Section 8. Notification of Sale of Lot. Concurrently with the consummation of the sale of any Lot under circumstances whereby the transferee becomes an Owner thereof or within five (5) business days thereafter, the transferee shall notify the Declarant in writing of such sale. Such notification shall set forth (i) the names of the transferee and his transferor; (ii) the street address of the Lot purchased by the transferee, (iii) the transferee's mailing address, and (iv) the date of sale. Prior to receipt of such notification, any and all communications required or permitted to be given by the Declarant or the Environmental Control Committee shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor.

Section 9. No Reversionary Interest; Violation of Provisions. Nothing in this Declaration or in any deed which Declarant may use in disposing of said property shall be deemed to reserve in Declarant any right of reversion for breach of any provision hereof, and any such reversionary right is hereby expressly waived. Violation of any of the covenants, restrictions or conditions contained in this Declaration shall not defeat or render invalid the lien or any mortgage or deed of trust made in good faith and for value, but all of said covenants, restrictions and conditions shall be binding and effective against each Owner of any Lot or parcel within said property who shall have acquired title there to by foreclosure, trustee's sale or otherwise.

WHEREFORE, this Declaration is made by Declarant on this 28th day of May, 1975.
WATT INDUSTRIES, INC.,

a California corporation

By (see original document for signature)

R.A. Watt, President

By (see original document for signature)

Gillian Barrett, Assistant Sec.

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES) ss.

On May 20, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared R.A. Watt, known to me to be the President, and Gillian Barrett, known to me to be the Assistant Secretary of Watt Industries, Inc., the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

(See original document for signature)

Eva H. Macdonnell, Notary Public

ASSENT OF BENEFICIARY AND TRUSTEE

Beverly Hills Federal Savings and Loan Association, as beneficiary of that certain deed of trust dated march 20, 1975, made by Rolling Hills Vista, a Partnership, as trustor, to Southland Company, as trustee, recorded April 2, 1975, as Instrument Number 876, Book T 9311, Page 800 of Official Records of Los Angeles County, California, and Southland Company, as trustee, each for themselves and their successors and assigns, assent to the making of this foregoing Declaration Establishing Covenants, Conditions and Restrictions, and the general scheme set forth therein, and agree and declare that said deed of trust, every beneficial interest there under and every estate derived there from, are subject and subordinate thereto.

Beverly Hills Federal Savings and Loan Association, as Beneficiary under said Deed of Trust

By (see original document for signature)

David I. McDougall, Secretary

By (see original document for signature)

Michael T. Quaranta, Senior Vice-President
Southland Company,

As Trustee under said Deed of Trust

By (see original document for signature)

Edw L. Kline, Vice-President

By (see original document for signature)

Margie Tipton, Assistant Secretary

EXHIBIT "1"

Lots 1 through 69, inclusive of Tract No. 311, in the City of Torrance, County of Los Angeles, County of Los Angeles, State of California, as per Maps in Book 852 pages 61 through 66, inclusive of Maps of the County Recorder of Los Angeles.

EXHIBIT "2"

Description

That portion of Lot 5 of Tract No. 9765, in the City of Torrance, in the County of Los Angeles, State of California, as per map recorded in Book 170 pages 10 to 12 inclusive of Maps, in the Office of the County Recorder of said County and that portion of Block 36 of the Meadow Park Tract, in said City, County and State, as per map recorded in Book 15 Page 60 of Miscellaneous Records, of said County and that portion of Block 12 of the Walteria Tract, in said City, County and State, as per map recorded in Book 17 Pages 55 and 56 of Miscellaneous Records, of said County and those portions of Canyon Road and California Avenue vacated by resolution recorded in Road Book 12 Page 202, Records of the Board of Supervisors, described as a whole as follows:

Beginning at the intersection of the Westerly line of Lot 5 of said Tract No- 9765 with the Northwesterly prolongation of the southwesterly line of Lot 27 of Tract No. 15139, as per map recorded in Book 346 Pages 28 and 29 of Maps, records of said County; thence along said prolongation to and along the Southwesterly line of said Lot 27 and the Southeasterly prolongation of said southwesterly line, South $54^{\circ} 42' 15''$ East 2581.29 feet to the most westerly corner of Lot 17 of Tract No. 17444, as per map recorded in Book 432 Pages 6 to 8 inclusive of Maps, records of said County; thence along the Southwesterly line of said Tract No. 17444, as follows: South $390 42' 15''$ East 260.00 feet and South $60^{\circ} 24' 05''$ East 626.00 feet to the Most southerly corner of Lot 32 of said Tract No. 17444; thence along the southeasterly line of said Tract No. 17444, North $74^{\circ} 33' 46''$ East 268.05 feet to the Most Southerly corner of Lot 36 of said Tract No- 17444; said most Southerly corner being a point in the Northwesterly line of Crenshaw Blvd., now Rolling Hills Road, 100 feet wide, as shown on said map of Tract No. 17444; thence along said Rolling Hills Road, south $22^{\circ} 27' 10''$ East 512.27 feet to the Beginning of a tangent curve concave Northwesterly having a radius of 950.00 feet; thence Southwesterly along said curve an arc distance of 361.85 feet to the Northwesterly line of the land described as parcel 9-8 in the Notice of Action entered in Los Angeles County Superior Court, Case No. C—3246, a copy of which was recorded on May 19, 1971 as Instrument No. 2518 in Book M—3768 Page 950, official Records of said County, said Northwesterly line being a curve concave Southwesterly having a radius of 1050.00 feet; thence Southwesterly along said Northwesterly line an arc distance of 302.06 feet to the terminus of said curve therein described; thence continuing along said north Westerly line and the Southwesterly prolongation thereof, South $54^{\circ} 00' 00''$ West 736.02 feet to the beginning of a tangent curve concave Southeasterly having a radius of 3050.00 feet; thence Southwesterly along said curve through a central angle of $4^{\circ} 06' 30''$ an arc distance of 218.70 feet; thence tangent to said curve South $49^{\circ} 53' 30''$ west 205.07 feet to the Southwesterly line of Lot 5 of said Tract No. 9765; thence along said Southwesterly line and the Northwesterly prolongation thereof, North $44^{\circ} 42' 30''$ West 3094.67 feet to a point in a curve concentric with and distant Southeasterly 50.00 feet, measured radially, from that certain curve described in Parcel 5—16 in the Notice of Action entered in Los Angeles County Superior Court Case No. 849519, recorded November 20, 1964 as Instrument No. 6431 in Book M—1632 Page 310, Official Records of said County, recited therein as being a curve concave to the

Northwest and having a radius of 1000 feet, said concentric curve having a radius of 1050.00 feet, a radial line of said concentric curve to said point bears South 61° 43' 51" East; thence Northerly along said concentric curve to the Northwesternly line of Block 12 of said WALTERIA Tract; thence Northeasterly along said last mentioned Northwesternly line to an angle point therein; thence parallel with the Westerly line of Lot S of said Tract No 9765, North 00° 13' 00" East to the intersection with the Northeasterly prolongation of the center line of Canyon Road, 50.00 feet wide, as shown on the map of said WALTERIA Tract; thence Northeasterly along said last mentioned prolongation to the intersection with the center line of California Avenue, 75.00 feet wide, as shown on the map of said WALTERIA Tract; thence along said last mentioned center line, south 84° 31' 02" East to the Southerly prolongation of the Westerly line of Madison Street, 25.00 feet wide, as shown on the map of said WALTERIA Tract, thence along said last mentioned prolongation, South 9° 13' 00" West to the Northerly line of Block 12 of said WALTERIA Tract, thence along said Northerly line, South 84° 31' 02" East to the Westerly line of said Lot 5 of Tract No 9675 thence along said Westerly line, North 90° 13' 00" East to the Point of Beginning.

Except from that portion thereof lying within the boundaries of the parcel of land described in deed recorded January 4, 1963 as Instrument No. 519 in Book D—1873 Page 648, Official Records, all oil, gas and other hydrocarbon substances lying beneath a plane of 500 feet below the surface of said land, but without the right of surface entry thereon, as reserved by Elizabeth Senness, et al., in said deed recorded January 4, 1963 as Instrument No. 519 in Book D—1873 Page 648, Official Records.

Also except from that portion thereof lying within the boundaries of the land described in deed recorded August 2, 1963 as Instrument No. 1236 in Book D-2129 Page 919, Official Records all oil, gas and other hydrocarbon substances lying beneath a plane of 500 feet below the surface of said land, but without the right of surface entry thereon, as reserved by Elizabeth Senness, et al., in said deed recorded January 4, 1963 as Instrument No. 519 in Book D-1873 Page 648, Official Records.

Also except that portion thereof lying~ within the boundaries of Lots 1 through 69, inclusive, of Tract No. 31331, in the City of Torrance, County of Los Angeles, State of California, as per Maps in Book 852 pages 61 through 66, inclusive, of Maps of the County Recorder of Los Angeles.

From: CHHOA [mailto:chhoa@socal.rr.com]

Sent: Thursday, January 21, 2010 10:17 PM

To: Rhilinger, Susan; Numark, Cliff; Furey, Pat; Barnett, Gene; Scotto, Frank; Brewer, Tom; Sutherland, Bill

Subject: opposition

Dear Mayor Scotto and City Council Members

Last year I attended a Planning Commission meeting and spoke against a plan to build a house over 6000 square feet large on a lot in Country Hills. The Planning Commission unanimously denied the proposal. The owner has filed an appeal to that decision and it will come before you on Tuesday night. Below are some emails I received at the time about the project. You have many of our objections in your package and you will hear from a number of Country Hills Association board members and residents on Tuesday night. I will not be in town that night. The Planning Commission made the right decision to deny the project. Please make the right decision and deny the appeal.

David Henseler
Country Hills Association
chhoa@socal.rr.com
www.countryhillstorrance.com

David (CHHOA)

I am responding to this email. I have been a resident and owner to my home in Country Hills since this track of homes were built. I do not like the idea of having a Mansion size home built in this track. I oppose to the Mediterranean style. We have a problem with some of the exterior colors but to have a home with an architecturally design and size should not be approved. If this is approved, then that will open up doors for others to follow and will lose the concept here in Country Hills.

Homeowner,

Linda Fong

fongla@yahoo.com

I am against having a 6000 + sq.ft. home in our Country Hills area ...A structure that large will have a negative affect on my neighbors ...I would agree to a home no larger than 4000 sq.ft.
Arnold Holstein, 3114 Singingwood Dr., Torrance, Ca. 90505.....Feb. 12, 2009

Dear Mayor Scotto, City Council Members and Planning Commission,

As a resident of Country Hills for 33 years, past president and past Environmental Committee Member and Director, I want to go on record opposing the planned construction of a residence on Amberleaf as submitted. This is not in compliance with our neighborhood. It doesn't even come close to fitting in with Country Hills environs. Please do not allow anything built there that does not blend with the surrounding homes. Thank you.

Would our CC&R's stop this size and type of home? We may have to sue under the CC&R's.
I am against the size and type of the proposed home.
I will not be able to attend the Planning Commission meeting.
Please pass on this E-mail.
Thanks,

Richard Johnson and Anne Fox, Homeowners
3349 Caddlewood Rd., Torrance

Dear Mr. Henseler:

My wife and I are very opposed to the new "house" that Mr. Mark Stephenson is planning for our Country Hills community at 25636 Amber Leaf Road in Torrance, California 90505.

I am out of the area for the Planning Commission meeting on Wednesday, February 18. However, I am taking this opportunity to attach my letter of opposition, and I encourage you to use it as part of your argument against this intrusive mansion-like structure.

I generally try to maintain my family's privacy, and abide by the zoning restrictions, CCRs, and bylaws of our community without intruding on the privacy of my neighbors. However, on this occasion, I feel compelled to present my argument.

Best regards,
Robert A. Woolsey

From: sholom pinson <rabbisp@gmail.com>
Sent: Monday, January 25, 2010 10:11 AM
To: Torrance City Council

Subject: 25636 Amberleaf Road - Stephenson

Dear Council members

I have known the Stephenson family for close to four years ever since they have moved here from Colorado. They are an integral part of the Jewish Community here in the South Bay. Always helping others giving back to the community in any way that they can. I know that they love living in Torrance they enjoy the city the people and the schools. For over two years now they have been working on building a permanent residence spending tremendous amounts of time money and energy.

On a personal note over the past couple of years I have heard on many occasions from the Stephenson's of how hard they were trying to work things out with the HOA doing everything in their power working with the Community Development Staff to come to some agreement with the HOA to no avail

As a close personal friend of the Stephenson family I believe the city of Torrance will research the facts and will make the right decision. I believe it is in the best interests of both parties involved and the City of Torrance to pursue all possibilities to keep this family within the Torrance community. They have firmly integrated themselves into their present community and would be a benefit to the Country Hills community.

Sincerely

Rabbi Sholom Pinson
Chabad of South Bay
www.chabadsb.org
310-634-4516

Graham, Oscar

From: DOLPH4GOLF@aol.com
Sent: Monday, January 25, 2010 3:25 PM
To: Lodan, Gregg; Graham, Oscar
Cc: mstephenson002@socal.rr.com; orlye.stephenson@hotmail.com; mmhane@gmail.com
Subject: 25636 Amberleaf Road Torrance, Ca

To Whom it May Concern,

I will be unable to attend the City Council appeal meeting for my neighbor's project on Tuesday January 26th because I will be out of town. I would like to provide a statement to my perceptions about this project based upon an HOA event I attended at Mr. Stephenson's request.

I had the opportunity to attend the Country Hills (CH) Home Owners Association (CHHOA) Board of Director's (BOD) election meeting on October 22nd, 2009. Mr. Stephenson had asked me to attend it with him to act as a neutral bystander. During this event, Mr. Stephenson, in that forum, openly asked the Board of Directors what specific changes would be needed to gain the HOA's approval for his project. After leaving the meeting, and based on the BOD statement's to Mr. Stephenson, I believed the BOD would be providing specific details for the changes they wanted after their internal meetings.

Based upon the reply Mr. Stephenson received and has shown me, there were no specific changes identified besides objections of color, size, shape and aesthetics. It is my belief that the CHHOA has not been receptive of Mr. Stephenson's attempt to reconcile this impasse with specific changes he should implement to gain approval for the project. In conjunction, my wife and I have had numerous discussions with the Stephenson's concerning this project and their repeated attempts to have a meeting or an open CCHOA forum discussion with the CH community, to attempt to resolve this impasse. I am aware of the financial expenses they have had to allocate in their continual attempt to build.

My wife Melanie and I were born and raised in Torrance, CA and I have known the Stephenson's since they moved into our gated community 3 years ago. We both have children in the T.U.S.D. and we have worked with the Stephenson's on multiple occasions in support of our local schools. My wife and I consider them to be close neighbors and both of our families enjoy the times and events we share with each other.

I would like to express my support for approving this project and keeping them as citizens of Torrance, CA. It would be a shame to lose such an upstanding family to another part of the Country based on this issue. Please help them find a reasonable way to resolve this matter.

Randolph Hane

2584 Woodbury Drive

Torrance, Ca 90503

(H) 310-782-7954

From: ronen vazana [mailto:vazanaronen@yahoo.com]
Sent: Monday, January 25, 2010 6:32 PM
To: Scotto, Frank
Cc: Herbers, Sue; Sutherland, Bill; Rhilinger, Susan; Numark, Cliff; Furey, Pat; Barnett, Gene; Brewer, Tom
Subject: Support letter. Project: 25636 Amberleaf Road

Dear City Council members and Mayor.

I'm writing you this letter to show my SUPPORT & APPROVAL for the project located at 25636 Amberleaf Road.

As a resident and a homeowner within the hillside overlay I would love to see this new project being approved and built to keep the value of the surrounding properties and upgrading the look of our streets. it is a shame that the HOA is doing everything in his power to prevent the project from being approved with no valid/solid reason, there is a significant number of LARGE 3 STORY HOMES and the proposed project is a 2 story home that in my opinion will have no negative impact on that community.

As a Business owner of a construction company located in Torrance I cant state strongly enough how important it is that you approve this project and bring new business opportunity to local suppliers and contractors in all trades who are struggling on a daily basis to stay afloat in the very challenging economic times.

Thank you

**Ronen Vazana
26029 Calmhill Dr.
Torrance, CA 90505
(310)863 5422**

From: 58eldorado@truevalue.net [mailto:58eldorado@truevalue.net]

Sent: Monday, January 25, 2010 7:49 PM

To: Scotto, Frank; Brewer, Tom; Barnett, Gene; Furey, Pat; Numark, Cliff; Rhilinger, Susan; Sutherland, Bill; Herbers, Sue

Cc: mstephenson002@socal.rr.com; orlye.stephenson@hotmail.com

Subject: Stephenson home at 25636 Amberleaf Road Torrance, Ca

To Whom it May Concern,

I have lived in Torrance for 45 years at the same address of 16808 Casimir Ave. and I would like to voice my support for the Stephenson family. I have met them while doing charity work and will say that Torrance would be lucky to have them build and live in our great city! Please take your time and review the facts carefully for these fine folks.

Thanks,
Elena Arzoian
16808 Casimir ave.
Torrance, Ca 90503