

Huntington Palisades Property Owners Corporation
P.O. Box 1585
Pacific Palisades, CA 90272-1585

**AMENDED AND RESTATED
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS**

TRACT 12188

as per Map recorded in Map Book 293, pages 28 and 29, inclusive, Recorded in Los Angeles County, California.

The covenants, conditions, restrictions and reservations by reference made a part of grant deeds covering property in Tract 12188, as per Map of said Tract, recorded in Map Book 293, pages 28 and 29, Records of Los Angeles County, California, are amended and restated by the Board of Directors of the Huntington Palisades Property Owners Corporation pursuant to California Civil Code Section 1352.5.

It is understood and agreed that this conveyance is made and accepted, and said realty is hereby granted upon and subject to the following covenants, conditions, restrictions and reservations (in addition to any hereinabove or hereinafter mentioned), which covenants, conditions, restrictions and reservations shall apply to and run with the said land. Said covenants conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the Grantees, their heirs, executors, administrators and assigns, and are imposed upon said realty as an obligation or charge against the same for the benefit of the Grantor herein named, its successors and assigns; and as a general plan for the benefit of said Tract.

The word "Lot" wherever used in these conditions shall be deemed and construed to refer to any numbered parcel shown on said map, or a portion or portions of one or more of such parcels, or all of one such parcel and a portion or portions of one or more adjoining parcels, provided the area thereof shall be not less than six thousand (6,000) square feet.

Said covenants, conditions, restrictions and reservations are in the words and figures following, to wit:

(a) Said premises shall be used for first class private single residence purposes only. No building thereon shall exceed two stories in height. No building of any kind shall be moved from any other place and placed thereon. No garage, servants' quarters or outbuildings shall be created on said premises before a residence shall have been begun thereon; nor shall any structure be erected or allowed on said premises which is not designed, built and maintained exclusively for private residence purposes, excepting such customary outbuildings and other structures as shall be designed and created for the purpose of making the use of the residence on said premises more convenient. The foregoing restrictions shall be construed as applying to and preventing the erection or maintenance on said premises of any hotel, apartment house, boarding house, lodging house, tenement house, sanitarium, double house, club or billboard (excepting the advertising sign hereinafter provided for): but these enumerations shall not be construed as limiting in any degree the general condition against the erection or maintenance of any structure other than a private residence with the customary outbuildings.

(b) No residence shall be built or allowed to remain upon this or any lot in connection herewith, unless said residence contains a minimum of fifteen hundred (1500) square feet of space, exclusive of porches, patios and other customary outbuildings.

(c) That no building shall be placed nearer than five (5) feet to any side line, except a garage located on the rear one-quarter of a lot, or a building or structure any portion thereof which does not extend more than three (3) feet above the ground. It is hereby provided, however, that nothing herein contained shall be construed to prevent the use as one building site of two or more lots, or the use as one building site of portions of two lots having a street frontage of not less than one hundred (100) feet, and none of the provisions herein with reference to distances from lot lines shall apply to any line lying wholly within and not forming a portion of the exterior boundary of such building site. No more than one residence, together with the aforesaid customary outbuildings, shall ever be permitted or allowed at any one time on any one lot in said premises, but this restriction shall not be so construed as to prevent the erection of two residences in part upon the same lot when said lot shall have been divided and portions thereof added to adjoining lots to make building sites conforming to the provisions hereinabove contained, as long as said 1500 square feet and 6000 square feet restrictions are observed.

(d) Guest houses which may be erected on any lot in accordance herewith shall not have kitchens. It is further provided that construction on any such guest house shall not be begun or completed prior to the beginning or completion of the construction work on the main residence, and shall be erected and maintained at either side or the rear of the main residence and shall have similar architecture to the main residence.

(e) Front set-back lines required by the City of Los Angeles, County of Los Angeles, State of California, shall be strictly observed.

(f) No well for the production of, or from which there may be produced water, oil or gas, shall be dug or operated upon said premises, nor shall any machinery, appliance or structure ever be placed, operated or maintained thereon, the purpose and object of which is to facilitate the carrying on of any trading, manufacturing or repairing business, nor shall any poultry, livestock, dog or cat raising, or any trading, manufacturing or repairing business or commercial business of any kind be conducted thereon. No excavation for stone, gravel or earth shall be made thereon, except for walls, basements or cellars of dwellings, provided, however, that the Seller reserves the right at any time to excavate and grade on said lot, and to remove material from or deposit material on said lot in connection with the work of laying out and improving said tract provided, however, that the Seller may waive this privilege as to any lot on which the buyer may desire to erect a building before that date.

(There is no paragraph g.)

(h) No intoxicating liquors, drugs or narcotics shall be kept for sale or sold on said premises, nor shall any business or occupation be conducted thereon contrary to law.

(i) No building or other structure shall be erected or the erection thereof begun on said premises until the plans and specifications thereof shall have been first presented to and approved in writing as to outward appearance and design by or through the Huntington Palisades Property Owners Corporation Ltd. In accordance with its Articles of Incorporation and By-Laws, or by its successors or assigns.

(j) No more than one (1) sign for advertising or for any other purpose shall be displayed on any one lot or any building or structure constructed on such lot, and such sign or signs shall not be greater in outside dimension than eighteen (18) inches by twenty-four (24) inches, except Seller reserves the right to erect subdivision signs and advertising matter as it deems necessary during the original sales of lots in said tract.

(k) No horse, cow, hog, goat or similar animal shall be kept or maintained on said property or any portion thereof nor shall any chicken yard be maintained thereon.

(l) All lavatories and/or toilets shall be built indoors and connected with outside septic tank or cesspool until such time as a sewer system shall be maintained, at which time the purchaser, their successor or assigns, agrees to connect said premises therewith.

(m) It is further agreed that plans and specifications for each and every building and structure, as to outward appearance and design, hereafter erected or attempted to be erected upon this lot, or any lot in connection herewith, and/or upon Huntington Palisades, shall be presented to Huntington Palisades Property Owners Corporation Ltd., a corporation, and approved or rejected in accordance with the Articles of Incorporation and By-laws of said Huntington Palisades Property Owners Corporation Ltd.

(n) It is further agreed by said purchaser that the conveyance of this lot, as well as all other lots in this subdivision, is and are made and accepted and said realty is hereby granted upon and subject to all of the conditions set forth in the Articles of Incorporation and By-Laws of Huntington Palisades Property Owners Corporation Ltd., a California corporation, with its principal place of business in the City of Los Angeles County of Los Angeles, State of California, and to all other covenants, conditions, restrictions and reservations contained therein, and by becoming owner of this lot said purchaser shall be entitled to all of the benefits of being a member

of said corporation and shall be subject to all of the duties and obligations and requirements of said Huntington Palisades Property Owners Corporation Ltd., and shall be members of said Corporation and each lot owner shall continue as said member during ownership.

(o) It is further agreed by said purchaser that each and all of the said restrictions shall as between parties hereto, their heirs successors and assigns, be deemed to be and construed as express conditions subsequent, upon each of which the conveyance is made; that if said purchaser shall neglect or fail to perform and strictly comply with and keep the several restrictions on his part, or any or either of them, the Huntington Palisades Property Owners Corporation Ltd., its successors or assigns, may at any time thereafter, serve upon the purchaser a notice in writing specifying the particular or particulars in which default or a breach thereof has been made and directing him to remedy said default or breach, and should he thereafter for a period of sixty (60) days, (time being of the essence of this provision), fail fully and entirely to remedy such breach or default, then a notice in writing may be served upon him by the Huntington Palisades Property Owners Corporation Ltd., its successors or assigns, notifying him that Huntington Palisades Property Owners Corporation Ltd., its successors or assigns, elects that the title to the whole of the said premises shall revert to said Huntington Palisades Property Owners Corporation Ltd., its successors or assigns; and thereupon the title to the whole of said premises shall immediately and without the necessity of any further action on the part of said Huntington Palisades Property Owners Corporation Ltd., its successors or assigns, revert to and revest in Huntington Palisades Property Owners Corporation Ltd., its successors or assigns, and the purchaser shall lose and forfeit all of his rights, title and interest in and to the whole of said premises and to the improvements and fixtures thereon, and the Huntington Palisades Property Owners Corporation Ltd., its successors or assigns, shall have the right to re-enter upon said premises. But no such reversion or forfeiture shall render invalid or operate in any way against the lien of any mortgage or deed of trust given as security for the payment of a debt which may theretofore have been placed upon said property in good faith, and for value, and upon any such reversion or forfeiture Huntington Palisades Property Owners Corporation Ltd., its successors or assigns, shall take the title to said lot subject to any such mortgage or deed of trust. But should any such mortgage or deed of trust be foreclosed, then the title acquired by such foreclosure, and the person or persons who thereupon and thereafter become the owner or owners of said premises, shall be subject to and bound by all of said restrictions. Provided, however, that the Huntington Palisades Property Owners Corporation Ltd., its successors or assigns, may enforce any covenants, conditions or restrictions by any other appropriate action at its option.

(p) The purchaser acknowledges, and agrees that said restrictions, covenants and conditions are made and imposed for the purpose of carrying out, and pursuant to a general plan adopted by the Seller for the development and improvement of the whole of said tract, and are designed for the mutual benefit of every lot in said tract, and are imposed upon the premises herein particularly described as a servitude in favor of said tract and each and every other lot therein as the dominant tenement or tenements. Each and all of said covenants, restrictions and agreements shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of said covenants or restrictions so far as any future or other breach is concerned.

It is understood and agreed by and between said Seller, its successors or assigns, and said Buyer that no waiver of a breach of any of the covenants, agreements, restrictions and conditions herein contained shall be construed to be a waiver of any other breach of these same, or other covenants, agreements, restrictions and conditions, nor shall failure to enforce any one of such restrictions either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

It is expressly agreed that in the event any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

(q) As to the owner or owners, other than the Seller, of any lots in said tract, the "restrictions" shall operate as covenants running with the land for their benefit, and upon any breach or default in any of said restrictions or covenants, the owner of any other lot in said tract shall have the right to institute and maintain any appropriate action in equity to enjoin, abate or remedy the default or breach, but this provision shall not be construed as in any wise impairing the right of the Huntington Palisades Property Owners Corporation Ltd., its successors or assigns, to declare or enforce a forfeiture and to re-enter upon said premises as above provided upon any such breach or default. The term "owner" as used in this paragraph shall include the bona fide owner of any agreement of sale for any lot in said tract. That each and every one of the covenants, agreements, restrictions, conditions and

stipulations herein contained shall bind and inure to the benefit of the heirs, executors, administrators, devisees, successors and assigns of the responsive parties hereto.

(r) This conveyance is made and accepted under the further condition and provisions that the realty herein described has been inspected by Grantee, either in person or by a duly authorized agent, and the same is and has been purchased by the said Grantee as the result of said inspection, and the Grantor herein is not responsible or liable, in any way, for any inducement, representation, agreement, condition, or stipulation not set forth herein; and that nothing herein contained shall be construed to be a guaranty, warranty, or representation as to the present or future existence, non-existence, scope, contract, validity, or effect of any zoning or other law, ordinance, or regulation of any governmental or political organization or authority concerning or limiting the type of, character of, or the right to erect, buildings or structures on said realty or the use to which the same may be put, and this grant, and the conditions herein contained are expressly made binding notwithstanding the present or future exercise of any group of such organization or authority to impose and/or enforce the same, other, further, or different restrictions upon said realty.

DATED: July 20, 2001

Huntington Palisades Property Owners Corporation, a California mutual benefit corporation has amended and restated the covenants, conditions, restrictions and reservations.

The only purpose of this document is to amend the covenants, conditions, restrictions and reservations to delete former paragraph (g) in compliance with California Civil Code Section 1352.5. Any other change is inadvertent and ineffective for all purposes.

By: Marie G. Peterson
Marie G. Peterson, President

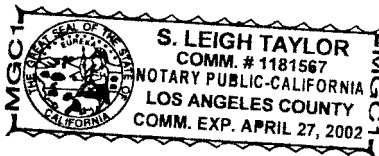
By: S. Leigh Taylor
S. Leigh Taylor, Corporate Secretary

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

On this 21st day of July, 2001, before me, S. Leigh Taylor, the undersigned Notary Public, personally appeared MARIE G. PETERSON, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

S. Leigh Taylor
Notary Public



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

On this 21st day of JULY, 2001, before me, LAWRENCE H. DAMM, the undersigned Notary Public, personally appeared S. LEIGH TAYLOR, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lawrence H. Damm
Notary Public

