

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

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

TRACT 6753

as per Map recorded in Map Book 143, pages 25 to 28, 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 6753, as per Map of said Tract, recorded in Map Book 143 pages 25 to 28 inclusive, 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 Grantee, his 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. Said covenants, conditions, restrictions and reservations are in the words and figures following, to wit:

(a) Said premises shall be used for private 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 erected 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 erected 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 any lot which residences shall cost and be reasonably worth less than the sums fixed in the following schedule:

On Lots 4-5-6, in Block 1, Lot 1 in Block 5, and Lots 1-2-3-4, in Block 6, not less than twenty-five thousand dollars (\$25,000.00).

On Lots 1-2-3 in Block 1, not less than twenty thousand dollars (\$20,000.00).

On Lots 7-8, in Block 2, not less than ten thousand dollars (\$10,000.00).

On each and every other lot in said tract, not above mentioned, not less than fifteen thousand dollars (\$15,000.00).

(c) No residence shall be erected on said premises which shall have less than 75% of the roof surface of gable construction, and all gabled roofs shall be covered with shingles of wood or composition, or with slate or tile. A garage or other outbuilding on any lot shall be of construction and architectural type similar to the residence thereon. All flat portions of any roof must be surrounded by parapets at least two (2) feet above the highest point of such flat roof, and such parapets must be finished, both inside and out, of material to match the general construction of the remainder of the building. No garage or other building, wall or fence shall have a door or gate which is so constructed that it may swing out into a public road.

(d) All incinerators shall be built as an integral part of the residence, except on lots where inclosed kitchen and service yards are compulsory. In the later, incinerators may be built apart from the house of built within said inclosed yards.

(e) No fence, wall, or hedge higher than five (5) feet shall be erected or maintained on the said premises, except as hereinafter provided.

(f) No building shall be placed on any lot so that any portion thereof which extends more than three (3) feet above the ground shall be closer to any street upon which said lot abuts than the distance specified in the following schedule, to-wit:

As to Beverly Boulevard ¹-- Lot 1, Block 1 -- Not closer than forty (40) feet.

As to Marquez Avenue² -- On Lots 13, 14, 15 and 20 in Block 1, and Lot 9 in Block 2, Not closer than thirty (30) feet.

On all other lots in Blocks 1, 2, 3, 4 -- Not closer than forty (40) feet.

On Lots 5-6-7-8-12-13-14 in Block 5 -- Not closer than thirty (30) feet.

On Lots 9-10-11 in Block 5, as follows:

Lot 9 -- Not closer than a line drawn between a point on the boundary between Lots 8 and 9, thirty (30) feet back from Marquez Avenue, to a point on the boundary between Lots 9 and 10, forty (40) feet back from Marquez Avenue.

Lot 10 -- Not closer than forty (40) feet.

Lot 11 -- Not closer than a line drawn from a point on the boundary between Lots 10 and 11, forty (40) feet back from Marquez Avenue, to a point on the boundary between Lots 11 and 12, thirty (30) feet back from Marquez Avenue.

As to Toyopa Drive -- On Lot 7, in Block 2 -- Not closer than thirty (30) feet.

On all other lots in Blocks 2-3-4 -- Not closer than forty (40) feet.

On lots 2-3-4-5-6-7-8-9-10-11-12-13-14 in Block 5 -- Not closer than thirty (30) feet.

As to Pampas Ricas Boulevard -- On Lots 7-8-9 in Block 2 -- Not closer than twenty (20) feet.

As to Corona Del Mar -- On Lots 2-3-4-5 in Block 5 -- Not closer than thirty (30) feet).

On Lots 1-2-3-4 in Block 6 -- Not closer than forty (40) feet.

As to Borgos Place -- Lot 1 in Block 2, Lot 8 in Block 3 -- Not closer than twenty (20) feet.

As to Almoloya Drive -- On Lot 1 in Block 3, Lot 8 in Block 4 -- Not closer than twenty (20) feet.

As to La Cumbre Drive -- On Lot 1 in Block 4, and Lot 14 in Block 5 -- Not closer than twenty (20) feet.

On Lot 1 in Block 5 -- Not closer than thirty (30) feet from Corona del Mar and Toyopa Drive, and not closer than ten (10) feet to the line between Lots 1 and 2 in Block 5.

On Lots 7-8-9 in Block 2, not closer than fifteen (15) feet to the rear line of said lots lying between them and Lot 6 in Block 2.

(g) All houses on lots in Block 1 shall face on Marquez Avenue, with the exception of Lot 1, which shall face on Beverly Boulevard.

All houses on lots in blocks 2, 3, 4 and 5 shall face on Toyopa Drive, with the following exceptions: Block 2 -- Houses on Lots 7 and 9 shall face the angle of their respective intersections (to be consistent with restriction of Tract 9377);

House on Lot 8 shall face Pampas Ricas Boulevard.

¹Sunset Boulevard. This footnote is not part of the official text.

²Chautauqua Boulevard. This footnote is not part of the official text.

Block 5 -- House on Lot 1 shall face on Corona del Mar.

Block 6 -- Houses on all lots shall face on Corona del Mar.

All residences shall be so constructed that the garages will be attached to and an integral part of the house, with the following exceptions:

Block 1 -- Lots , 2, 3, 4, 5 and 6; and Block 6, Lots 1, 2, 3, and 4.

On all lots in Blocks 2, 3, 4 and 5, inclosed kitchen or service yards shall be required and shall have walls sufficiently high so as to screen such yards from view from Toyopa Drive and Marquez Avenue.

(h) No building shall be placed on any lot so that any portion thereof which extends more than three (3) feet above the ground shall be closer than five (5) feet to any side line or rear line of said lot, it being understood that this general provision does not in any way annul or make void the requirement of greater distance on specified lots covered by other restrictions herein contained, provided further, than on any lot where the same is not prohibited by any other restriction herein contained, a one-story building designed and used exclusively for private garage purposes may be placed closer than five (5) feet to the rear line thereof or to the rear one-quarter of any side line thereof. (A rear line shall be understood to mean a boundary line which is not a street line and does not extend to any street line, and a side line shall be understood to mean a boundary line which is not a street line but which does extend to a street line.)

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.

Guest houses may be erected and maintained at either side or rear of the main residence houses, of similar architecture as said residences, on Lots 1-2-3-4-5-6 in Block 1, but not closer to the street than the set-back lines, provided that construction of any such guest houses shall not be begun or completed prior to the beginning or completion of construction work on the main residence. Such guest houses shall not have kitchens.

(l) 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 prior to July 1, 1928, 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 j.)

(k) 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.

(l) 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 by the Seller or by the property owners corporation herein referred to, as to outward appearance and design.

(m) No more than one 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 shall not be greater in outside dimensions than 18x24 inches.

(n) 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.

(o) 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, his successor or assigns, agrees to connect said premises therewith.

(p) 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 Seller above named, and its successors, 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 Seller, notifying him that the Seller elects that the title to the whole of the said premises shall revert to said Seller; 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 Seller, revert to and revest in the Seller above named, 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 Seller shall have the right to re-enter upon said premises. But no such reversion of 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 the Seller 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 Seller may enforce any covenants, conditions or restrictions by any other appropriate action at its option.

(q) 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 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.

(r) 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 Seller 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.

(s) It is understood and agreed by and between said Seller and said Buyer that none of the covenants, conditions or provisions hereinbefore contained shall be construed or meant to prohibit or prevent the Seller from erecting and/or maintaining a building and/or structure, (and the Seller reserves the right and is expressly permitted and allowed to erect and/or maintain a building or structure), on Lot 9 of Block 2, Tract No. 6753, for the purpose of operating and/or maintaining an office and/or salesrooms during such time as any lot in said Tract 6753 shall remain unsold.

DATED: July 20, 2001

Huntington Palisades Property Owners Corporation, a California mutual benefit corporation, assignee of the right of enforcement, pursuant to several recorded assignments, of said covenants, conditions, reservations and restrictions 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 (j) 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



Recorded requested by and
When recorded Mail to:

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

2

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

TRACT 6753

as per Map recorded in Map Book 143, pages 25 to 28, inclusive, Recorded in Los Angeles County, California

The covenant, conditions, restrictions and reservations by reference made a part of grant deeds covering property in Tract 6753, as per Map of said Tract, recorded in Map Book 143 pages 25 to 28 inclusive, Records of Los Angeles County, California, were amended and restated by the Board of Directors of the Huntington Palisades Property Owners Corporation pursuant to California Civil Code Section 1352.5 by instrument no. 01-1316655 (the "2001 Restatement").

This Supplement adds the following provisions to the 2001 Restatement, after paragraph (s). The provisions set forth in this Supplement were included in the deeds recorded subsequent to the original deed in which the covenants, conditions, restrictions and reservations are first recited.

Said covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the Grantee, his heirs, executors, administrators and assigns, and are imposed upon said reality 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 Grantee by the acceptance hereof agrees to become a member of the Huntington Palisades Property Owner's Association Corp., Ltd., a mutual non-profit corporation organized under the laws of the State of California, and agrees to pay to said Association dues or assessments for such purposes as may be fixed by its by-laws or by lawful act of its Board of Directors, not exceeding however, in any one year five mills for each square foot of land in the lot or lots by the Grantee herein purchased or owned. That act and every one of the covenants, agreements, restrictions, conditions and stipulations herein contained shall bind and endure to the benefit of the heirs, executors, administrators, devisees, successors and assigns of the respective parties hereto.

DATED: September 12, 2005.

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Huntington Palisades Property Owners Corporation, Ltd., a California mutual benefit corporation, assignee of the right of enforcement, pursuant to several recorded assignments, of said covenants, conditions, reservations and restrictions has supplemented the 2001 Restatement to more fully restate the covenants, conditions, restrictions, and reservations for Tract 6753.

By: [Signature]
Maria Rosetti, President

By: [Signature]
Jeaneen Fabbro, Admin. Coordinator

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

On this 30th day of Sept. 2005, before me D. Earl Ellis, the undersigned Notary Public, personally appeared, Jeaneen Fabbro and Maria Rosetti, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacity and that by their signatures on the instrument the persons, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public

