

JUL 05 2000

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

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LOS ANGELES COUNTY REGISTRAR - RECORDER

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

TRACT 9377

as per Map recorded in Map Book 129, pages 3 to 7, 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 9377, as per Map of said Tract, recorded in Map Book 129, pages 3 to 7 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 completed 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. Provided, however, first that a church building may be located on any lot or lots with the consent in writing of corporation of property owners herein mentioned and the written consent of the owners of more than half of the total square feet in area contained in lots located in whole or in part within five hundred (500) feet of such lot or lots whereon it is proposed to locate such church; and second, that on the southerly 125 feet of Lot 8, Block 1, a clubhouse may be built by the lot owners corporation mentioned herein; but that the highest part of said building shall not extend more than 125 feet above sea level.

(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, to-wit:

On Lots 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 in Block 1; and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 in Block 2; not less than \$15,000.00.

On Lots 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40 in Block 1; and Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 in Block 2; and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 in Block 3; and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 in Block 4; and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 in Block 5; and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 in Block 10; not less than \$10,000.00.

On Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 in Block 5; and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20 in Block 6; and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 in Block 7; and Lots 6 and 7 in Block 8; and Lots, 1, 6, 7, 8 and 9 in Block 9; and Lots 1, 6, 7 and 8 in Block 11; and Lots 1 and 16 in Block 12; and Lots 1 and 27 in Block 13; and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 37 in Block 14; and Lots 4, 5, 6 and 7 in Block 15; and Lots 7 and 18 in Block 16; and Lots 12 and 13 in Block 17; and Lots 10 and 11 in Block 18; and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 in Block 19; and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 in Block 20; not less than \$8,000.00.

On Lots 12, 13, 14, 15, 16, 17 and 18 in Block 7; and Lots 1, 2, 3, 4, 5, 8, 9 and 10 in Block 8; and Lots 2, 3, 4 and 5 in Block 9; and Lots 2, 3, 4 and 5 in Block 11; and Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and

15 in Block 12; and Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 in Block 13; and Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36 in Block 14; not less than \$6,000.00.

On Lots 1, 2, 3 in Block 15; and Lots 1, 2, 3, 4, 5, 6, 9, 10, 11, 12 and 13 in Block 16; and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23 in Block 17; and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, 18 and 19 in Block 18; and Lots 15, 16, 17, 18, 19, 20, 21, 22 and 23 in Block 19; and Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29 in Block 20; and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 in Block 21; not less than \$9,000.00.

(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) There shall not be erected on any lot, any residence which shall have a ground floor space of less than 500 square feet, exclusive of any portion thereof used for a garage or for an outside porch. No fence, wall or hedge higher than five feet shall be erected or maintained on said premises.

(e) 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, either on the front or side, than the distances specified in the following schedule, to-wit:

On Lots 1 to 7, and 9 to 14, inclusive, in Block 1, not closer than forty (40) feet. On Lots 1 to 10 inclusive, in Block 10, not closer than fifteen (15) feet. On any other lot in said tract, not closer than twenty (20) feet. 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. Provided, that 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 not extend to a street line, and 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 not less than the frontage of any lot a portion of which is included in such site, and none of the provisions hereof 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 building shall be placed on any of Lots 1 to 7 inclusive, or 9 to 40 inclusive, of Block 1, so that any portion thereof shall extend to the rear of a straight line connecting the points on the side lines of such lot, described in the following schedule. The distances given in said schedule are the distances from such points to the front line of the respective lots (that is to say, the street line of Corona Del Mar or Alma Real Drive, as the case may be) measured along the line upon which such point is located.

On the easterly line of Lot 1 - 195 feet.

On the line between Lots 1 and 2 - 190 feet.

On the line between Lots 2 and 3 - 190 feet.

On the line between Lots 3 and 4 - 180 feet.

On the line between Lots 4 and 5 - 180 feet.

On the line between Lots 5 and 6 - 193 feet.

On the line between Lots 6 and 7 - 214 feet.

On the line between Lots 7 and 8 - 210 feet.

On the line between Lots 8 and 9 - 215 feet.

On the line between Lots 9 and 10 - 190 feet.

On the line between Lots 10 and 11 - 185 feet.

On the line between Lots 11 and 12 - 230 feet.

On the line between Lots 12 and 13 - 325 feet.

On the line between Lots 13 and 14 - 282 feet.

On the line between Lots 14 and 15 - 187 feet.

On the line between Lots 15 and 16 - 130 feet.

On the line between Lots 16 and 17 - 124 feet.

On the line between Lots 17 and 18 - 132 feet.

On the line between Lots 18 and 19 - 162 feet.

On the line between Lots 19 and 20 - 173 feet.

On the easterly line of Lot 20 and 21 - 145 feet.

On the line between Lots 21 and 22 - 128 feet.

On the line between Lots 22 and 23 - 117 feet.

On the line between Lots 23 and 24 - 103 feet.

On the line between Lots 24 and 25 - 113 feet.

On the line between Lots 25 and 26 - 130 feet.

On the line between Lots 26 and 27 - 145 feet.

On the line between Lots 27 and 28 - 146 feet.

On the line between Lots 28 and 29 - 130 feet.

On the line between Lots 29 and 30 - 122 feet.

On the line between Lots 30 and 31 - 120 feet.

On the line between Lots 31 and 32 - 105 feet.

On the line between Lots 32 and 33 - 100 feet.

On the line between Lots 33 and 34 - 139 feet.

On the line between Lots 34 and 35 - 152 feet.

On the line between Lots 35 and 36 - 142 feet.

On the line between Lots 36 and 37 - 140 feet.

On the line between Lots 37 and 38 - 130 feet.

On the line between Lots 38 and 39 - 120 feet.

On the line between Lots 39 and 40 - 120 feet.

On the northerly line of Lot 40 - the northwest corner of said lot.

The foregoing restriction shall not be construed to prevent the construction on any portion of said lots of a summer-house, pergola, pavilion, or the like structure, or a stairway or other means of access, or the construction on the portions of Lots 1 and 12 inclusive of said Block 1, southerly of the bluffs or cliffs thereon, of a private bath house; provided that no such structure built to the rear of the above specified lines, and elsewhere than on said portions of said Lots 1 to 12 inclusive, lying southerly of said bluffs or cliffs shall extend more than ten (10) feet above the ground on which the same may be constructed, and provided further, that any such summer-house, pergola, pavilion, bath house or like structure shall be designed and used exclusively for the convenience of the occupants of a residence theretofore constructed upon the lot upon which the same is located.

No building shall be constructed on any lot abutting upon Pampas Ricas Boulevard, except Lot 13 of Block 19, which does not have its main entrance facing toward an intersection of the said Pampas Ricas

Boulevard, with a street crossing the same, or which shall have any drive or kitchen or service entrance facing upon or entering said Pampas Ricas Boulevard.

(f) 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.

(g) 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 h.)

(l) 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.

(j) 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.

(k) 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 dimension than 18x24 inches.

(l) 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.

(m) 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.

(n) None of the restrictions herein contained shall apply to Lot 41 of Block 1, but no building shall be erected on said lot so that any part thereof shall extend more than one hundred twenty-five (125) feet above sea level.

(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 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 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 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.

(p) 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.

(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.

It is further covenanted that the Grantor, as soon as one-half of the lots in said tract shall have been sold, shall cause to be formed a mutual nonprofit corporation under the laws of the State of California, to which the Grantee by the acceptance hereof agrees to become, and shall be, a member, and membership in which shall be limited to the purchasers or owners of lots in said Tract No. 9377, or to such purchasers or owners and the purchasers or owners of lots in other portions of the property known as Huntington Palisades, and being the property conveyed by Archer Milton Huntington and Henry E. Huntington, Executors of the Estate of Arabella D. Huntington, deceased, to Pacific Palisades Association, by deed dated March 3, 1926, and recorded on May 5, 1926, in Book 4553, page 290, Official Records of said County of Los Angeles.

The articles of incorporation of said corporation shall specify, among the purposes and duties of said corporation, the enforcement of all of said restrictions, covenants, and conditions and the maintenance, preservation and improvement of said properties, and the keeping and maintaining of said tract and every part thereof in a clean and sanitary condition, including the removal of weeds and rubbish from vacant property and streets, so far as it may lawfully act, and the transaction of such other business as may be permitted by law. And the Grantee agrees to pay to said corporation, when formed, dues or assessments for such purposes that may be fixed by its Bylaws or by lawful act of its board of directors, not exceeding, however, in any one year five mills for each square foot of land on the lot or lots by him purchased or owned. It is understood and agreed that the articles of incorporation and Bylaws of said corporation shall provide that each purchaser or owner of a lot in said tract shall be entitled to one vote at all elections and on all other matters that may come before a meeting of the members, subject to the proviso that if any member of said corporation shall be the purchaser or owner of more than one lot in said tract, he shall be entitled to as many votes as the number of lots purchased or owned by him. The Grantor shall be entitled to, and obligated to accept, membership in said corporation, and shall have the benefit and bear the burdens of such membership with respect to the unsold lots in said tract.

It is further understood that the Grantor may so organize said Corporation as to extend the benefits and burdens of such membership to the purchasers or owners of lots in any subdivided portion of the property hereinabove referred to as Huntington Palisades, upon the like terms as hereinabove expressed. The Grantor further agrees that upon the organization of said corporation, it will convey to the said corporation its reversionary interest and title and all rights in or to the property hereby conveyed arising or that may arise, out of the restrictions and conditions herein expressed.

June 15, 2000

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 (h) in compliance with California Civil Code Section 1352.5. Any other change is inadvertent and ineffective for all purposes.

By: Marie Peterson, President
Marie Peterson, President

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

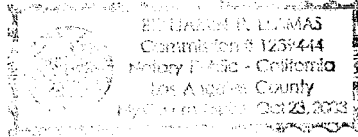
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

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On this 28 day of JUNE, 2000, before me, BENJAMIN P. UAMAS, 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.

Benjamin P. Uamas
Notary Public



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

On this 30th day of JUNE, 2000, 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



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