

Los Feliz Estates Owners Association  
P.O. Box 27755., Los Angeles, California 90027

DECLARATION OF RESTRICTIVE COVENANTS  
CONDITIONS AND RESTRICTIONS ON TRACT 27460, 29326 and  
24455  
(As Amended and Supplemented)

NOTE: This is **not** an official copy of the CC&Rs and although believed to be accurate may not exactly match all amendments and changes that have been made over the years.

This Declaration is made this 2nd day of May 1963, by LOS FELIZ ESTATES, INC., a corporation (herein referred to as "Declarant"), with reference to the following facts and circumstances:

A. Declarant is the owner in fee of the real property described in paragraph 1 hereof.

B. Declarant desires to subject the property described in paragraph 1A below to the following conditions, restrictions, covenants, easements and reservations upon and subject to which the property in every part thereof shall be held, occupied, leased, sold or conveyed. Declarant also desires to provide for the property described in paragraph 1B below to become subject to this Declaration.

NOW, THEREFORE, Declarant hereby declares that the property described in paragraph 1A hereof is and shall be held and conveyed upon and subject to the conditions, covenants, restrictions, easements and reservations hereinafter set forth:

1. PROPERTY SUBJECT TO THIS DECLARATION

A. The real property subject to this declaration (all of which is hereinafter referred to as "the property"), is in the City of Los Angeles, County of Los Angeles, State of California. described as follows:

Lots 1 through 103 of Tract 27460 as per map recorded in Book 696, pages 27 to 32, inclusive of official Records in the Office of the County Recorder in Los Angeles County.

Lots 1 through 60, inclusive, of Tract 29326, as per map recorded in Book 731, Pages 15, 16 and 17, inclusive, of official records in the office of the county recorder of Los Angeles County. (As amended by Amendment to Supplementary Exhibit B recorded on July 30, 1965 in Book M1934, Page 519).

Lots 1 through 33, inclusive, of Tract 24455 as per map recorded in Book 754, Pages 68 through 70, inclusive, in the official Records of the County Recorder of Los Angeles County. (As amended by Second Supplementary Exhibit B recorded August 10, 1966 in Book M2312, Page 399).

Amendment of Declaration pertaining to Tract 24455.

TWF Investments, Inc. ("TWF"), as the owner of all of the lots 1 through 33, inclusively in Tract 24455, hereby amends the "Declaration of Restrictive Covenants, Conditions and Re-Restrictions" as amended and supplemented and as it pertains only

to Tract 24455 so as to subject each and every lot thereby to the following additional Restrictive Covenants, Conditions and Restrictions:

2.1 TWF hereby reserves unto itself the right to re-subdivide all or any part of the lots 1 through 33, inclusive, of Tract 24455 into one or more new sub-divisions, and TWF also reserves the right to make one or more lot-splits of any one or more lots in Tract 244n5 by changing the lot boundary lines and lot dimensions of any one or more lots in the Tract 24455. Any such sub-division, lot-split or change of boundary lines in any one or more of the lots in Tract 24455 may be done at any time and from time to time with regard to any lots then owned by TWF either before or after the time of the first conveyance by TWF of any one or more lots in Tract 24455. Each and every right reserved to TWF by this sub-paragraph 2.1 is reserved exclusively to TWF and not to any successor in interest of TWF unless such right is specifically granted by TWF by written instrument to a successor in interest.

2.2 TWF hereby reserves in favor of Lot 8 of Tract 29326 (as recorded in the office of the County Recorder of Los Angeles County) an easement over the Southwesterly five feet of Lot 9 of Tract 24455 for the laying, maintenance and replacement of water lines for sprinklers and appurtenances thereto. The easement is shown on the attached plat.

2.3 TWF hereby reserves in favor of Lot 8 2 and 3, inclusive, of Tract 24455 and in favor of Lots 13, 14 and 15, inclusive, of Tract 29326, an easement over the Northeasterly five feet of Lot 1 of Tract 24455 for the laying, maintenance and replacement of water lines for sprinklers and appurtenances thereto. The easement is shown on the attached plat.

2.4 TWF hereby reserves in favor of Lots 4, 6 and 7, inclusive, of Tract 24455 and in favor of Lots 10, 11, 12 and 13 of Tract 29326, an easement over the Westerly five feet of Lot 5 of Tract 24455 for the laying, maintenance and replacement of water lines for sprinklers and appurtenances thereto. The easement is shown on the attached plat. (As amended by Third Supplementary Exhibit B recorded on March 27, 1967 in Book M2507, Page 852).

B. Declarant is the owner of additional property adjoining the above-described property. The property described in subparagraph A above and said additional property are more particularly described in a certain deed dated July 26, 1962 wherein LOUIS J. GALEN, DENA GALEN, HARLAN J. LEE and BEVERLY LEE deeded said property to Declarant. Said deed was recorded on September 11, 1962 as Instrument 4840 in Book D 1751, Page 505 of Official Records of the County Recorder of Los Angeles County.

Said additional property has been designated as tentative Tract 24455 (the "additional property"), Declarant expects that final tract map will be filed with respect to the additional property and that a large portion thereof will be sold in lots for building sites in accordance with the general Plan set forth in this Declaration. If and when it is determined to offer for sale portions of said additional property, it may be subjected to these restrictive covenants, conditions and restrictions with such modifications, alterations or additions thereto as the circumstances may require, by recording supplements hereto, which shall be designated "Supplementary Exhibit "B" to this Declaration. Declarant shall not be required, however, to subject to these restrictive covenants, conditions and

restrictions any realty other than the property herein described and Declarant for itself and its assigns hereby expressly reserves the right and option to subject the additional property to said restrictive covenants, conditions and restrictions if and when Declarant elects to do so. No property other than said Tract 27460 shall be subject to this declaration or any of the conditions, covenants, restrictions, reservations or charges herein set forth unless and until expressly subjected thereto.

## 2. DEFINITIONS:

(a) "Building" "structure" and outbuilding and shall include both the main portion of such structures and all projections therefrom.

(b) "Lot" is defined as one of the numbered parcels on the map of the property recorded in the Office of the County Recorder of Los Angeles County, California.

(c) "Building site" is defined as either a lot as shown on said maps or a parcel consisting of a portion of any lot or contiguous portions of any two or more lots or contiguous parcels of land into which any of the property may be divided, subdivided or resubdivided or with which any of the property may be consolidated.

(d) "Street" is defined as any street, highway or other thoroughfare shown on the map of said property.

(e) "Slope" is defined as that portion of each lot which falls at a ratio of 1:1 or less. The portion of the property which is deemed to be slope is the shaded area as set forth on the map which is attached as Exhibit "A" and incorporated herein by this reference.

The portion of Tract 29326 which is deemed to be "slope" is the shaded area set forth on the map which is attached hereto as Exhibit One and incorporated herein by this reference. (As amended by Supplementary Exhibit B recorded on November 18, 1964 in Book M1675, Page 793 official records, Los Angeles County).

The portion of Tract 24455 which is deemed to be "slope" is the shaded area set forth on the map which is attached hereto as Exhibit One and incorporated herein by this reference. (As amended by Second Supplementary Exhibit B recorded on August 10, 1966 in Book M2312, Page 299.)

## 3. USES OF PROPERTY

(a) All of lots in the property shall be used only for residential purposes as herein provided, and no part of the property and no lot therein shall be used or caused to be used, or permitted or authorized in any way, directly or indirectly, to be used, for any business or profession, or for any commercial manufacturing, mercantile, storing, vending or civic, educational, religious, medical, hospital, or other non-residential purposes, or for the manufacturing or sale of malt, vinous or spirituous liquors, or for the carrying on of any noxious activity or pursuit, or any act or thing which may be or become an annoyance or nuisance to the neighborhood.

(b) It is the desire and intention of Declarant that the view from the lots of the city below remain un-obstructed. Therefore, no building, structure or improvement shall be constructed, erected, altered, placed or permitted to

remain on any of the lots in the property, or any building site on the property in such location, or at such height as to unreasonably obstruct the city view from any other lot or lots in the property. The location and height of the buildings, structures and improvements to be constructed on the property by LOS FELIZ ESTATES, INC. shall be conclusively deemed to not violate the provisions of this paragraph.

(c) No stable, poultry house or yard, or rabbit hutch or house, shall be constructed or maintained on any building site. No horses, cattle, cows, goats, sheep, rabbits, hares, game, game birds, or other animals, fowl, or poultry, shall be kept, raised or permitted upon said real property or any part thereof; Except that domestic dogs, cats, birds and fish may be kept as household pets upon the property provided that they are not kept, bred or raised thereon for commercial purposes. or in unreasonable quantities.

(d) No portion of the property shall be used for the purpose of mining, quarrying, drilling, exploring for, taking or producing therefrom, water, oil, gas or other hydrocarbon substance, minerals or ores of any kind.

(e) Amendments to use of property.

(e)- 1. (Not used)

(e)- 2. Amendment of Declaration pertaining to height limits upon building and structures to be constructed on certain lots in Tract 29326. TWF as the owner of the following described lots of tract 29326 hereby amends the "Declaration of Restrictive Covenants, Conditions and Restrictions" as it pertains to Tract 29326 so as to subject each and every lot of Tract 29326 to the following additional Restrictive Covenants, Conditions and Restrictions.

(a; No building or structure may be constructed or erected-d on any lot of Tract 29326 hereinafter described which will exceed the height of fifteen (15) feet measured from the lowest elevation point on the lot to be built upon as shown on the attached "as-built" plat map of Tract 29326. The lots as to which this restriction applies within Tract 29326 are the following:

Lots 2, 3, 4, 5, 7, 17, 18, 19, 38, 42, 43  
44, 50, 51, 52, 53, 54, 55, 56, 58, inclusive

(b) No building or structure may be constructed erected on Lot 37 of tract 29326 which will exceed the height of nineteen (19) feet from the lowest elevation point as shown on the attached "as-built" plat map of tract 29326.

(c) No building or structure may be constructed or erected which will exceed the height of twenty-four (24) feet from the lowest elevation point on each of the following respective lots (as shown on the attached "as-built" plat) in tract 29326:

Lots 8, 9, 10, 11, 26, 27, 33, 35, 36, 45,47, inclusive

(e)-3. Amendment of Declaration Pertaining to height limits upon building and structures to be constructed n certain lots in Tract 24455. TWF as the owner of the following described lots of tract 24455 hereby amends the "Declaration of Restrictive Covenants, Conditions and Restrictions" as it pertains to tract 24455 so as to subject each and every lot of tract 24455 to the following Restrictive Covenants, Conditions and Restrictions.

(a) No building or structure may be constructed or erected on any lot of tract 24455 hereinafter described which will exceed the height of fifteen (15) feet measured from the lowest elevation point on the lot to be built upon as shown on the attached "as-built" plat map of tract 24455. The lots as to which this restriction applied within tract 24455 are the following:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 27, 30, 31 and 32.

(b) No building or structure may be constructed or erected on Lots 20 and 23 of tract 24455 which will exceed the height of nineteen (19) feet from the lowest elevation point as shown on the attached "as-built" plat map of tract 24455.

(c) TWF has caused to be recorded or will cause to be recorded lot splits covering lots 16, 17, 18 and 19 of Tract 24455; Lots 20,21,22 and 23 of Tract 24455; Lot 27,28, 29,30,31 and 32 of Tract 24455. In connection with the specific lots of Tract 24455 described in this sub-paragraph)3(c), TWF, or its successor in interest, reserves the right to amend the building heights limit restrictions by recording as an amendment hereto one or more new "as-built" plat maps upon or after completion of the regrading of any of the lots listed in this sub-paragraph\*3(c).

At such time the measuring point for the height restriction on each lot shall be the lowest elevation point for each lot as shown on the amended "as-built" plat map. (Amended by Fourth Supplementary Exhibit B recorded on May 29, 1967 in Book M2565, Page 653).

#### **4 CHARACTER OF IMPROVEMENTS**

(a) No building, structure or improvement shall be constructed, altered, placed, or permitted to remain on any of said lots or any building site on the property other than one single-family dwelling designed for occupation for not more than one family together with the out-buildings hereinafter permitted.

(b) No single family dwelling of either one or two stories in height shall be erected having a smaller dwelling area (exclusive of porches, patios, basements, cellars and any garage incorporated in and forming a part of the single family dwelling) than 2,500 square feet; provided, however, that with the written consent of the Architectural Committee the minimum dwelling area of any single family dwelling may be reduced by not more than 300 square feet, if such reduction in the opinion of the Architectural Committee, will not be detrimental to the appearance of said dwelling.

It has always been the intention of Declarant that the minimum square feet requirement of Paragraph 4(b) of said Declaration of Restrictive Covenants, Conditions and Restrictions apply equally to one and two story dwellings.

In order to clarify this intention, Paragraph 4(b) is hereby amended to read as follows:

(b) No single family dwelling of either one or two stories in height shall be erected having a smaller dwelling area (exclusive of porches, patios, basements, cellars and any garage incorporated in and forming a part of the single family

dwelling) than 2,500 square feet; provided, however, that with the written consent of the Architectural Committee the minimum dwelling area of any single family dwelling may be reduced by not more than 300 square feet, if such reduction, in the opinion of the Architectural Committee, will not be detrimental to the appearance of said dwelling. (As amended by Amendment to Supplementary Exhibit B recorded on July 30, 1965 in Book M1934, Page 519).

(c) Outbuildings or garages erected and maintained upon any lot or building site shall conform generally in architectural design and exterior material to the finish of the dwelling houses to which they are appurtenant, and may be, but need not be, attached to said dwelling.

(d) No shed, tent or trailer, or temporary buildings shall be erected, maintained or used on any lot or building site. Provided, however, that Declarant or its successors, or duly authorized agents may erect or place on the property offices, buildings, or trailers in connection with the business of Declarant or its successors in the development and sale of any part of the property or any other property in which Declarant has an interest.

(e) No building shall be in any manner occupied while in the course of original construction or until it complies with all requirements as to area and all other conditions and restrictions applicable thereto. Subject to the exceptions set forth in (d) above, no building constructed elsewhere shall be moved to or constructed on said property.

(f) All service yards or service areas on any lot shall be enclosed or fenced in such manner as to be obstructed from view from any adjacent lot or street. The provisions of this paragraph shall not be deemed to require roofing or covering said yards or service areas.

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

## 5 FENCES, SIGNS AND MAINTENANCE

(a) No hedge, or hedgerow, or wall, or fence, or other structure shall be planted, erected, located or maintained upon any lot in such location or in such height as to unreasonably obstruct the city view from any other lot or lots on the property, and in no event shall it be higher than six (6') feet above the finished graded surface of the ground upon which it is located. No hedge, hedgerow, wall or fence shall be higher than 30 inches above the finished graded surface of the ground upon which it is located in the front setback area required by the City of Los Angeles. Trees may be planted on the lots and may be higher than six (6') feet above the finished graded surface of the ground upon which they are planted, but they shall be so located, so that they will not unreasonably obstruct the view from other lots. Any wall or fence which is constructed on the rear south facing slope on Lots 11 through 90, inclusive, of Tract 27460 and on the rear south facing slopes of any other lots of any additional property which may become subject to this Declaration shall first be approved by the Architectural Committee as set forth in Paragraph 8 hereof. In any event, said walls or fences shall be located within four (4') feet from the top of said slope. Said four (4') shall be measured on the slope and not measured horizontally

Under the provisions of Paragraph 5(a) of the Declaration, the Architectural Committee must approve any wall or fence to be constructed on the south rear-facing slopes of any lots subject

to the Declaration. The following lots in said Tract 29326 have rear south-facing slopes and, thus, Architectural Committee approval is required prior to constructing any wall or fence on said rear south-facing slopes of Lots 8 through 16 and Lots 22 through 60, inclusive, of Tract 29326. Said walls or fences shall be located within four feet from the top of said slopes. Said four feet shall be measured on the slope and not horizontally. (As amended by Supplementary Exhibit B recorded on November 18, 1964 in Book M1675, Page 793).

(b) No signs or billboards shall be erected, placed or maintained on the property, except "For Sale" or "For Lease" signs advertising a portion of the Lot/ property for sale or lease, provided, however, that Declarant may erect and maintain on the property such signs and other advertising devices or structures as it may determine necessary or proper in connection with its business of developing, improving, subdividing and selling the property or other property in which it has an interest.

(c) The owner of each lot of said property shall keep said lot free and clear of all weeds, and rubbish, and do all other things necessary or desirable to keep the premises safe neat and in good order. and Each grantee of a lot from Declarant shall, within 120 days of acquiring title to said lot, landscape the front, side and rear yard areas of said lot in an attractive and tasteful manner. In the event of the default in the performance of this covenant, and upon five (5) days written notice, Declarant and TWF and their respective successors or assigns, hereby reserves the right to enter upon the property of such owner and remove all weeds, and rubbish, or to so landscape, and do all other things necessary to place said property in a safe neat and orderly condition in accordance with this covenant, and the expense thereof shall become due and payable from such owner to the Declarants and TWF and their respective successors or assigns, within five (5) thirty (30) days after written demand therefor. Provided, however, that so long as the Property Owners Association hereinafter referred to is maintaining a portion of the slope contained on his lot the property owner is not required to maintain or landscape said portion of the slope. (As amended by Second Supplementary Exhibit B recorded on August 10, 1966 in Book M2312, Page 399).

(d) No owner of a lot shall in any way interfere with the established drainage over said his lot from adjoining or other lots in the tract and will make adequate provision for proper drainage in the event it is necessary to change the established drainage over said his lot. "Established" drainage is defined as the drainage in effect at the completion of the overall grading of the tract. as completed by Declarant. In the event of the default in the performance of this covenant, and upon (five t5) days written notice, Declarant, its successors and assigns hereby reserves the right to enter upon the property of such owner and to remove any obstruction from the established drainage and to take any other action required to maintain proper drainage over the property.

## 6. EASEMENTS AND SET-BACK

(a) The real property and the Lots and building sites included therein are subject to such easements and rights of way as may be necessary or convenient for erecting, constructing, maintaining and operating public service wires, cables and conduits for lighting, heating, water, natural gas, power, telephone, and other methods of conducting and performing any public or quasi-public utility service or function as such easements and rights of way are shown and designated on the map of said real property recorded in the Office of the County Recorder of Los Angeles County,

California, and all of said easements and rights of way are reserved for the purposes herein and in said map set forth.

(b) Declarant hereby reserves the right to make any and all cuts and fills on the property and on the building sites and lots included therein and to do such grading as in its judgment may be necessary to grade streets, building sites and lots contained on the property or on any part thereof or as required to be performed by the appropriate governmental authority.

(c) No building, structure, improvement or any part thereof shall be nearer to the front property line than the minimum set back as required by the City of Los Angeles Zoning Administrator, and which is on file with that office.

## 7. PROPERTY OWNERS ASSOCIATION

(a) Declarant shall have the right to cause a Property Owners Association to be formed for the benefit of the Declarant and the owners of the lots to perform the following functions:

7. (a) (1) To maintain, irrigate, plant, weed and cultivate the slopes contained on the property and the park-ways on Los Feliz, Boulevard and the cuts located on the property, all as set forth in Exhibit "A" attached hereto; to maintain the entry gates to the property, to remove, clean up and burn grass and weeds and to remove any unsightly or obnoxious things from any building site or lot on the property, to maintain the established drainage on the property, and to take such action with reference to such building sites and lots as may be necessary or desirable to keep the property neat and in good order.

(2) The Property Owners Association shall perform other functions with respect to the tract, and may exercise such rights, authorities and powers as may be provided for in the Articles of Incorporation of said Association, including the functions of the Architectural Committee hereinafter established. In the event such Association is formed, each owner of a lot shall become a member thereof and shall pay dues and assessments which may be levied or assessed by said Association for the purpose of carrying out its said functions and such other functions as may benefit the property described and the lands adjacent thereto. All purchasers of a lot, by acceptance of a deed thereto whether from Declarant or some subsequent owners of said lot do hereby covenant and agree to pay said charges or assessments and do further agree that said lot shall be subject to a lien as security for the payment therefor and if said charges or assessments remain unpaid, said lien may be foreclosed in the manner described below.

The Property Owners Association which has heretofore been formed for the benefit of Declarant and the owners of the lots shall perform the following functions with respect to Lots 1 through 60, inclusive, in Tract 29326: maintain, irrigate, plant, weed and cultivate the slopes contained on the property and the cuts located on the property (as set forth in Exhibit One), to remove, clean up and burn grass and weeds and to remove any unsightly or obnoxious things from any building site or lot on the property and to maintain the established drainage on the property and to take such action with reference to the building sites and lots as may be necessary or desirable to keep the property neat and in good order.

Said functions shall be in addition to the functions of the Property Owners Association set forth in Paragraph 7 (a) (1), (2) of the Declaration. (As amended by Supplementary Exhibit B recorded on November 18, 1964 in Book M1675, Page 793).

(b) The Property Owners Association may subject each lot to an annual charge or assessment in such amount as may be fixed by said Property Owners Association pursuant to its Articles and By-Laws.

(c) Each annual assessment shall be fixed on by the first Monday in November for the next calendar year. The charge shall be payable on January 2 of the following year and shall become delinquent on February 1 of the following year. Any annual dues, special assessments and/or other billings to an owner by the Association shall be delinquent thirty (30) days from the date of such billing. Any delinquent unpaid balance Said unpaid assessment shall bear interest at six per cent (6%) per annum. and wish said interest shall constitute a lien on the property with respect to which it was fixed from the date of notice of delinquency until paid. The lien may be enforced by the Association. The Secretary of the Association shall file for record with the County Recorder of Los Angeles County within thirty (30) days after delinquency a notice of the assessment delinquent with penalties as provided. If said delinquent assessment with penalties shall not be paid within thirty (30) days after said notice shall have been filed with the County Recorder of Los Angeles County, the Association, acting through its duly authorized officers shall have the power, right and authority to cause said lien to be foreclosed in the Superior Court in and for the County of Los Angeles, pursuant to the provisions of Section 726 of the Code of Civil Procedure with said lien having the same force and effect as though it were a mortgage given. In the event such action is taken the defendant shall pay to the Association if it prevails in said action its reasonable attorneys' fees therein.

## **8. APPROVAL OF PLANS**

(a) No building, structure, garage, wall, fence, retaining wall, outbuilding, or other structure, shall be constructed, erected, altered, remodeled, placed, maintained or be permitted to remain on the property or any portion thereof unless and until a complete, set of plans and specifications therefor, including: finished grading plans, plot plan (showing the location of such improvements on the building site), floor and roof plan, exterior elevations, sections, exterior details, color scheme and landscaping and planting shall have been submitted to and approved in writing by a committee known and designated as the "Architectural Committee"\*\*\* composed of Harlan J. Lee, Stuart Jaffe and Leon D. Widegren.\* Address of the Architectural Committee is 4525 Sherman Oaks Avenue, Sherman Oaks, California. Should any of the members of the Architectural Committee for any reason become unable to act due to death, resignation or incapacity, their successors shall be appointed by the remaining members. The members of the Architectural Committee shall receive no compensation for services performed pursuant to this declaration. Upon approval by the Architectural Committee it shall be conclusively presumed that the location and height of any building, structure or improvement does not violate the provisions of paragraph 3(b) hereof.

(b) Said committee may designate and appoint a representative who shall be a duly licensed architect and a majority of the members of said committee may from time to time remove or replace such representative. The designated representative of said committee may be, but need not be, a member of the Architectural Committee. Such representative must be consulted prior to disapproval of any plans by the Architectural Committee, but the decision

of the Architectural Committee with respect to the approval or disapproval thereof shall be final. The Architectural Committee may charge and collect a fee of not to exceed Fifty (\$50.00) Dollars for the services of the representative.

\*On June 23, 1967, the Architectural Committee was reconstituted to be composed of Joseph Bruna, Harlan Lee and Wesley Lester at Suite 340, 9601 Wilshire Boulevard, Beverly Hills (BR 2-6327 or CR 6-4271).

(c) Said Architectural Committee or its designated representative shall have power and authority to approve or disapprove the plans and specifications, and the approval of said plans, specifications and plot plan may be withheld not only because of the non-compliance with any of the specific conditions, covenants and restrictions contained in this declaration, but also by reason of the reasonable dissatisfaction of the committee with the grading plan, location of the structure on the lot or building site, the finished ground elevation, the color scheme, finish, design, proportions, architecture, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, the planting, landscaping, size, height or location of trees on the lot or building site, or because of its reasonable dissatisfaction with any or all other matters of things which, in the reasonable judgment of the committee, will render the proposed structure inharmonious or out of keeping with the general plan of improvement of said property or with the structures erected on other building sites in the said tract.

(d) The approval of the committee of any plans or specifications submitted for approval as herein specified for use on any lot building site shall not be deemed to be a waiver by the committee of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other building sites.

(e) If the committee or its designated representative fails to approve or disapprove such plans and specifications within thirty (30) days after said plans, specifications and plot have been submitted to it, it shall be conclusively presumed that the committee has approved said plans, specifications and plot plans as submitted. If, after such plans and specifications have been approved, the building, fence, wall, other structure, shall be altered, erected or maintained upon the lot or building site otherwise than approved by the committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the committee having been obtained as required by this declaration.

(f) Any Members or agents of the Architectural Committee may from time to time at any reasonable hour or hours, enter and inspect any property subject to the jurisdiction of the committee as to its maintenance or improvement in compliance with the provisions hereof.

(g) In any event, After the expiration of one year from the date of completion of any structure, work, improvement or alteration, said structure, work improvement or alteration shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to comply with all of the provisions hereof unless actual notice, executed by the Architectural Committee of such non-compliance or non-completion shall appear of record in the office of the County Recorder of Los Angeles County, California, or legal proceedings shall have been instituted to enforce compliance and completion.

(h) The powers and duties of the Architectural Committee and of its designated representative shall cease after January 1, 2000 A.D. unless prior to said date and effective thereon a written instrument shall be executed by the record owners of a majority of the lots in said real property and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers and authorities previously exercised by the Architectural Committee.

\*\*\* (Recorded October 8, 1999...#99 1921745)

Pursuant to Section (h) of Article 8 of the Declaration of Restrictive Covenants, Conditions and Restrictions recorded on May 31, 1963, prior to January 1, 2000 and effective thereon the same powers and authorities previously exercised by the Architectural Committee shall in future be exercised by the Los Feliz Estates Owners Association, a California mutual benefit nonprofit corporation.

## 9. DURATION, MODIFICATION AND ENFORCEMENT OF DECLARATION

(a) All of the provisions, conditions, restrictions, covenants, easements and reservations set forth in this declaration shall continue and remain in full force and effect at all times in respect to said property, the lots therein and the owners thereof, until January 1, 2000 A.D., and shall as then in force, be continued automatically and without further notice from that time for a period of twenty years, and thereafter for successive periods of twenty years each without limitation unless within six months prior to January 1, 2000 A.D. or within the six months prior to the expiration of any successive twenty year period thereafter, a written agreement executed by a majority of the then record owners of the lots of the property then subject to this Declaration be placed on record in the office of the County Recorder of Los Angeles County, by the terms of which agreement any of such covenants, conditions and restrictions are changed, modified or extinguished in whole or in part as to all or any part of the property when subject thereto in the manner and to the extent therein provided. In the event that any such written agreement of change or modification be duly executed and recorded, the original conditions, restrictions and changes as therein modified, shall continue in force for successive period of twenty years each unless and until further changed, modified or extinguished in the manner herein provided.

At any time the record owners of fifty (50) per cent of the lots in the property may modify this Declaration and any of its provisions, restrictions, conditions, covenants or easements by an agreement placed on records in the office of the County Recorder of Los Angeles County.

(b) Each and all of said provisions, conditions, restrictions, covenants, easements and reservations, is and are for the benefit of each owner of one or more lots (or any interest therein) in the property and shall inure to and pass with each and every lot in the property and shall apply to and bind the respective successors in interest of Declarant. Each grantee of Declarant or its successors, of any lot in the property by acceptance of a deed incorporating the substance of this declaration either by setting it forth or by reference thereto, accepts the same subject to all of such provisions, conditions, restrictions, covenants, easements and reservations. As to each lot owner in said property, the said provisions, conditions, restrictions, easements, covenants and reservations shall be covenants running with the land, and the breach of any thereof, and the continuance of any such breach, may be enjoined, abated or remedied by appropriate proceedings by the owners of the reversionary rights or by any such owner or owners of one or more lots in the property: but such reversions shall not

affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith and for value, provided, however, that any subsequent owner of a lot or lots so encumbered shall be bound by the provisions, conditions, restrictions, covenants, easements and reservations herein set forth, whether obtained by foreclosure of at trustee sale or otherwise. (As amended by First Amendment recorded on July 20, 1964 in Book M1575, Official Records, Los Angeles County).

(c) The violation of any of the provisions, conditions, restrictions, covenants, easements or reservations or breach of any of the other covenants and agreements hereby established shall also give to the Declarant or to its successors in interest as owners of the reversionary rights herein provided for, the right to enter upon the lot upon or as to which such violation or breach exists, and summarily to abate and remove at the expense of the owner thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions thereof, and the party or parties making such entry shall not thereby be deemed guilty of any manner or trespass for such entry, abatement or removal.

(d) Every act or omission whereby any provisions, conditions, restrictions, covenants, easements or reservations in this declaration set forth is violated in whole or in part is declared to be and shall constitute a nuisance, and may be abated by the, Declarant or by its successors in interest as owners of the reversionary rights herein provided for and/or by any lot owner in said property, and such remedy shall be deemed cumulative and not exclusive.

(e) Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof. Declarant and such persons as from time to time may be the owners of the lots contemplate the specific enforcement of these restrictions as part of a general plan for the improvement and use of said property, and do not contemplate recovery of damages in lieu of such enforcement for any breach or violation of any of these restrictions. In any action for breach or enforcement of this Declaration the court shall award plaintiff in such suit a reasonable sum as attorney's fee.

(f) All of said provisions, conditions, restrictions, covenants, easements and reservations contained in this declaration shall be construed together, but if it shall at any time be held that any one of said provisions, conditions, restrictions, covenants, easements or reservations or any part thereof, is invalid, or for any reason becomes unenforceable, no other provisions, conditions, restrictions, covenants, easement or reservations or any part thereof, shall be thereby affected or impaired and the grantor or grantors and grantee or grantees, their heirs, personal representatives, successors, heirs and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause, phrase and word of this declaration irrespective of the fact that any article, section, subsection, paragraph, sentence, clause, phrase or word be declared invalid. If any discrepancy, conflict or ambiguity is found to exist concerning any provisions of any of the previous articles, such ambiguity, conflict or discrepancy shall be resolved and determined by the Declarant in its sole discretion. Such determination shall be made upon consideration of the appearance and placement of structures upon lots adjacent to the lot or lots with respect to which such determination is to be made, and such determination shall be made for the purpose of securing the uniform and harmonious appearance and placement of buildings and other improvements upon the lots.

(g) Any or all of the rights and/or powers of Declarant and the Architectural Committee herein contained with respect to the property may be delegated, transferred, assigned or conveyed to any person, corporation or association and wherever Declarant is herein referred to such reference shall be deemed to include its successors in interest or its successors or assigns of the reversionary rights herein provided for or created.

(h) The terms and provisions contained in this declaration shall bind and inure to the benefit of and be enforceable by the Declarant and its successors, the owner or owners of any lot or lots in the Los Feliz Estates, property, their and each of their legal representatives, heirs, successors and assigns, and failure at any time or upon any occasion to enforce any of said provisions, conditions, restrictions, covenants, reservations and/or agreements, shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the undersigned have caused their corporate names to be hereunto subscribed by its officers duly authorized and its corporate seal to be affixed this 2nd day of May, 1963.

LOS FELIZ ESTATES, INC.

Leon D. Widegren, Vice-President