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TITLE(S)

Covenants, Conditions and Restrictions

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Los Feliz Estates Owners Association
2264 Winona Blvd., Los Angeles, California 90027

The Declaration of Restrictive
COVENANTS CONDITIONS AND RESTRICTIONS

A Superseding Amended Declaration Supplemented by Exhibit "A"

(Hereinafter Covenants, Conditions and Restrictions is abbreviated and referred to as CC&Rs)

This superseding amended Declaration replaces all previous amendments and supplements thereto of the original Declaration recorded in the official records of Los Angeles County on the 31st day of May 1, 1963, by LOS FELIZ ESTATES, Inc. with Trans-World Financial Co. or TWF Investments, Inc. (successors in interest to LOS FELIZ ESTATES INC.) The original Declaration's first amendment is in Book M1276 pages 967 through 975 inclusive, amended July 20, 1964 as Instrument No. 5335. Following this is Supplementary Exhibit "B" on November 16, 1964 in Book M1675, pages 793 through 798 inclusive. This is followed by amendment to Supplementary Exhibit "B" recorded on July 30, 1965 in Book M1934, page 519. The second Supplement to Exhibit "B" is recorded on August 10, 1966 in Book M2312, page 399. The third Supplementary to Exhibit "B" is recorded on March 27, 1967 in Book M2507, page 852. The last recorded amendment is dated June 12, 1968 reference No. 2621.

This amended Declaration in its entirety retains all the original pertinent demands, details, intents, facts and circumstances. It is reworded for updating and clarification of that intent. Additions hereto address Board of Directors' and Owners' obligations regarding security improvements, CC&R enforcement rights and procedures, causes for deletions from Common Grounds status and conditions surrounding lot combining. An earlier amendment makes clear that the current and sole successor Declarant is the LOS FELIZ ESTATES OWNERS ASSOCIATION, duly incorporated, hereinafter referred to as LFEOA.

1. PROPERTY LOTS SUBJECT TO THIS DECLARATION

The LFEOA hereby declares that all real property (hereinafter referred to as Lot or Lots) within the LFEOA enclave jurisdiction in Tract numbers 27460, 29326 and 24455 are subject to the CC&Rs, easements and reservations herein set forth.

Lots 1 through 103 in Tract 27460 per map recorded in book 696, pages 27 to 32; Lots 1 through 60 inclusive in Tract 29326 as per map recorded in book 731, pages 15, 16, and 17 amended in book M1934, page 519; Lots 1 through 33 inclusive in Tract 24455 as per map recorded in book 754, pages 68 through 70 amended in book M2312, page 399.]

2. DEFINITIONS:

(a) "Common Grounds"--- Any land area on any Lot, slope, street, curb, sidewalk, drainage ditch or grass wall in the Estates that is the obligation of the Association to maintain as shown in shaded area of EXHIBIT "A" map. LFEOA easement rights for irrigation pipes are shown as double lines between Lots.

(b) "Estates"--- The area of Lots of Tracts 27460, 29326 and 24455 inclusive. Also referred to as "the property."

(c) "Lot"--- One of 195 parcels on the map of the property recorded in the Office of the County Recorder of Los Angeles County, California and EXHIBIT A map attached.

(d) "Obstruction of View"--- Shall be addressed in reference to structures, trees, bushes or exterior visible objects that have no height, width, or density limits specifically spelled out in this Declaration.

(e) "Owner"--- Any recorded owner of a Lot and/or structure within the LFEOA membership.

(f) "Over Developed"--- Shall apply to "Common Grounds" areas where unreasonable or overly difficult access to areas that results from overgrowth, installation of trees, vines, bushes or flowers, the homeowner's addition of terracing, walls and fences wherein locked entries restricts reasonable access. Therefore, when such conditions exist and there is blockage of reasonable irrigation coverage (existing or planned) and said changes have eliminated the original low maintenance ground cover to such a degree that Association gardeners can no longer maintain the area within reasonable time frames, it shall be considered "OVER DEVELOPED". Any obstacles or overgrowth that a homeowner refuses to remove or have removed or cut back shall be due cause, at the total discretion of the Board of Directors, to remove said area from "Common Grounds" status either in from irrigation, and/or other Estate trimming and cleaning measures. It thereafter falls upon the homeowner to keep maintained within CC&R guidelines

(g) "Setback"--- The distance back from the street curb within which certain forms of structures are not permitted by the City.

(h) "Slope"--- That portion of each Lot which falls at a ratio of 1:1 or less and starts at the berm of the already established flat grade of the Lot. 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. All slope measurements shall be measured on the angle of the slope, not the horizontal dimension.

(i) "Street"--- Any Boulevard, Way or Cul-de-sac as shown on official tract maps and EXHIBIT A map attached.

(j) "Structure"--- Shall imply any building or detached building and shall include both the main portion of such structures and all projections therefrom.

3. USES OF PROPERTY

(a) All of the 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 nonresidential purposes, or for the manufacturing or sale of malt, vinous or spirituous liquors, chemicals or for the carrying on of any noxious activity, pursuit, or any act or thing

which may be or may become an annoyance or nuisance to the neighborhood.

(b) It is the intention of the LFEOA that the view from the Lots of the city below remain without further excessive obstruction of view. Therefore, no structure or improvement thereto shall be constructed, erected, altered, placed or permitted on any of the Lots within the Estates to cause excessive obstruction of the view from any other Lot or Lots.

(c) No stable, poultry house or yard, rabbit hutch or barn shall be constructed or maintained on any Lot site. No horses, cattle, cows, goats, sheep, rabbits, hares, game birds or other animals or fowl shall be kept, raised, or permitted upon said real property or any part thereof. Exceptions are domestic dogs, cats, birds and fish raised as household pets provided that they are not kept, bred or raised thereon for commercial purposes or kept in excessive quantities. No more than two dogs or three cats shall be kept for over two months.

(d) No portion of any Lot 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.

4. HEIGHT LIMITS

The measuring point for the height restriction on each Lot shall be the lowest elevation point of the pad preestablished for each Lot when graded approximately thirty years ago by the developer and before any original construction occurred.

(a) In Tract 29326, no structure may be constructed or erected on any Lot of this Tract which will exceed the height of fifteen (15) feet measured from the lowest elevation point on the Lot to be built upon.

The Lots affected are: 2-3-4-5-7-17-18-19-38-42-43-44-50-51-52-53-54-55-56 and 58 inclusive. Corresponding street addresses are: 2235, 2239, 2247, 2251 and 2263 N. Hobart--- 2250, 2258 and 2240 Winona Blvd.--- 5260, 5232, 5224 and 5216 Los Grandes Way--- 5152, 5204, 5212, 5218, 5228, 5230, 5238, and 5250 Los Hermosos Way.

(b) No structure may be constructed or erected at 5266 Los Grandes which will exceed the height of nineteen (19) feet from the lowest elevation point.

(c) No structure may be constructed which will exceed the height of twenty-four (24) feet from the lowest elevation point on each of the following Lots in Tract 29326:

Lots 8-9-10-11-26-27-33-35-36-45 and 47 inclusive. Corresponding street addresses are: 2280 N. Hobart--- 5247, 5239 and 5227 Los Hermosos Way--- 5216, 5222, 5262 and 5276 Los Francisco Way--- 5272, 5210 and 5158 Los Grandes Way

(d) No structure may be constructed on any Lot hereinafter described which will exceed the height of fifteen (15) feet measured from the lowest elevation point on each of the following Lots in Tract 24455:

Lots 1-2-3-4-5-6-7-8-9-10-11-12-27-30-31 and 32 Corresponding street addresses are: 2366, 2354, 2344, 2336, 2328, 2320, 2312, 2300, 2288, 2271, 2279 and 2285 N. Hobart--- 5115, 5107, 5110 and 5116 Los Hermosos cul-de-sac.

(e) No structure may be constructed on Lots 20 and 23 in Tract 24455 which is 2341 and 2353 N. Hobart which will exceed the height of nineteen (19) feet from the lowest established elevation point.

5. CHARACTER OF IMPROVEMENTS

(a) No structure, building or improvement shall be constructed, altered, placed, or permitted to remain on any Lots other than a single-family dwelling designed for occupation for not more than one family together with the out-buildings (accessory 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 Board of Directors/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 is the intent of the LFEOA that the minimum square feet requirement in the CC&Rs apply equally to one and two story dwellings.

(c) Out-buildings, sheds or garages erected and maintained upon any Lot 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 structures shall be erected, maintained or used on any Lot. The LFEOA or its successors may erect and maintain on the common property a facility/office space for Estate management use.

(e) No structure shall be in any manner occupied while in the course of original construction or until it complies with all requirements of the LFEOA and all City conditions, restrictions applicable thereto and until final inspection and sign off by the City of Los Angeles Building Inspector.

(f) No outside radio pole, antenna or airways signal television receiving device in any form shall be constructed, erected or maintained on any lot or structure or located in such manner as to be visible from the outside of any such lot or structure, except by, and with the prior written consent of the Board of Directors. Upon change of ownership, any pre-existing antenna or signal device, installed without written authorization, shall be removed from rooftop or site.

6. REQUIREMENTS & LIMITATIONS--- LANDSCAPING, FENCES, WALLS, SIGNS & SECURITY

(a) No hedge, hedgerow, wall, fence or other structure shall be planted, erected, located or maintained on any Lot in such a location or height as to excessively obstruct the view from other Lots and in no event shall be higher than six (6) feet above the finished graded surface of the ground on which it is located. Borders between Lots

within the front setback may have a hedgerow, wall or fence but such hedgerow, wall or fence shall be limited in height to 30 inches or less, so as not to obstruct the view or safety of a vehicle's movement in the driveway adjacent. Trees and bushes may be planted and maintained on side borders directly between structures but must not be allowed to reach such foliage density as to create excessive obstruction of light. Side borders between back Lots and beyond the main structures themselves (open porches excluded) shall maintain hedgerow growth at a height which does not excessively block the city view from an angle of the Lot adjacent. TREES in any location on any Lot may be taller than six (6) feet, but shall not excessively obstruct the view from any other Lots in the Estates. South facing walls and/or fences shall be placed no further than four (4') feet down the slope from the top finished flat grade as measured on the slope angle. Any pre-existing ground located SOLAR PANELS installed with written permission from LFEOA shall be maintained free from excessive sun blockage. Any landscaping, tree, hedge, hedgerow, wall or fence which is planned for installation, shall have detailed plans prepared (in triplicate) and requires approval by the Board of Directors per ARCHITECTURAL REVIEW STANDARDS.

(b) No billboards shall be erected on any Lot except signs advertising that property for sale or lease and no more than two (2) signs referencing a security firms protection of said lot. The LFEOA shall have the right to erect and maintain on Common Grounds or structures, signs as may be determined necessary and/or proper in connection with its entrances, guardhouse and security requirements.

c) Signs promoting yard or garage sales are permitted at the entrances. The hours for said activities shall be limited to 9AM to 5PM.

(d) Any resident's or regular (twice or more per week) visitor's vehicle, when parked on enclave streets, shall at all times display an ID CARD. This card supplied by the Association, is a duplicate of the vehicle's license plate number. This ID card will be required for issuance of automatic gate entry devices should security gates and guard house be installed. An ID card must also be displayed at all times when on the streets. New or replacement vehicles shall acquire temporary ID cards until such time as the plate numbers are known. At that time the LFEOA is to be notified so permanent ID card(s) can be issued. New residents with vehicles shall apply to the Board for ID cards for each vehicle within 30 days of residence.

(e) Owners of each Lot shall keep it free and clear of weeds, rubbish and overgrowth and attend to all matters that will maintain the premises safe and neat. Each Association member (Owner) shall, within 120 days of acquiring title to a Lot and or structure, landscape the front, side and rear yard areas in an attractive and tasteful manner. In the event of the default in the performance of this covenant, and upon five (5) written notice by registered mail, the LFEOA hereby reserves the right to enter upon the property of such owner and remove all weeds, rubbish and overgrowth, and do limited landscaping necessary to place said property in a neat and orderly condition. The expenses for said work shall be billed and become due and payable from the Owner to the LFEOA within thirty (30) days thereafter. If the LFEOA is currently committed to maintain any portion of any Lot, mall or slope, the property owner is not required to pay directly for that portion so maintained; such costs are covered in the annual dues.

(f) No owner of a Lot shall in any way interfere with the established drainage over his Lot from adjoining or other Lots and will make adequate provision for proper drainage in the event it is necessary to change the established drainage over his Lot. Established drainage is defined as the drainage in effect as of this date. In the event of the default in the performance of this covenant, and upon thirty (30) days written notice, the LFEOA 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. All water pools of any nature shall be drained only into the sanitary sewer system. All overflow rain or irrigation drainage must enter storm sewers.

(g) "Protection of View"-- The LFEOA is dedicated to protect each Owner's view within the limits of objective yet practical updated interpretation of the original Declarant's wording and intent. That Declarant's most basic intent in 1963 was that no Owner shall have the right to make changes to his then finished home's exterior that will obstruct the then existing city view from any other Owner's Lot. Therefore the Board of Directors shall view any new exterior alterations to buildings, structures or addition of objects with a strict diligence and objective interpretation. Protection of view shall apply to any object, building, structure or tree/bush growths that have no height, width, density provisions or other visual limitations understandably addressed elsewhere in this Declaration. If an Owner seeks a room addition(s), remodeling, or landscaping changes or another Owner(s) seek involvement in the matter because of the proposed change(s) by that neighbor, regardless of their distance from the exterior change(s), and if agreement can not be reached between themselves and the LFEOA Board of Directors, the final determination shall be made by three outside professionals hired for this purpose. - (See sections 12 & 13 below.)

Vacant Lots 2328 N. Hobart and 5100 Los Hermosos (cul-de-sac) shall fall under the above ruling. The vacant Lot at 2328 N. Hobart is without approved plans as of this date, does have height limits defined in the original CC&R Declaration.

(h) Over developed Common Grounds-- After 30 years of man-made changes and extensive vegetation additions and growth, certain areas originally designated as "Common Grounds" shall, at the total discretion of the Board of Directors, be removed all or in part from said status. These areas shall no longer receive maintenance and/or irrigation from the Association.

Back lots affected by this 1994 amendment regarding Common Ground irrigation are:

Tract 27460-- Lots 1 through 10; (Street No's: 2100, 2110, 2120, 2132, 2140, 2150, 2160, 2200, 2208, 2216 Winona Blvd.)

Tract 29326-- Lots 17 through 21. (Street No's: 2258, 2250, 2242, 2232, 2224 Winona Blvd.)

The Association will continue tree trimming/topping and ground debris removal on slope areas and the cement drainage ditch.

Back lots in:

Tract 24455-- Lots 1 through 9 (Street No's: 2366, 2354, 2344, 2336, 2328, 2320, 2312, 2300, 2288 N. Hobart)

Tract 29326-- Lots 8 through 16 (Street No's: 2280 N. Hobart, 5247, 5239, 5227, 5221, 5211, 5201, 5151, Los Hermosos and 2267 Winona.)

are subject to withdrawal from Common Ground care which precludes repair to irrigation lines and/or to providing

landscape maintenance.

Front and/or side lots in:

Tract 24455-- Lots 20, 23, 24, 25, 26, 27, 28, 32 and 33 (Street No's: 2341, 2353, 2361, 2367, 2373

N. Hobart; also 5115, 5100, 5101 and 5107 Los Hermosos cul-de-sac.)

Tract 29326-- Lot 14 (Street No: 5201 Los Hermosos)

are removed from Common Grounds status due to being Over Developed by the owners.

With total replacement of irrigation timers, pipes, valves and sprinkler heads starting in 1994, specific areas have been so modified as to make them too costly to replace or further repair. Affected homeowners of irrigation and/or maintenance abandonment shall be notified. Since 1963, certain other frontage and side areas have been removed from Common Ground status due to being Over Developed by the homeowner.

Any homeowner modified irrigation piping that is identified as being on Common Grounds shall be acceptable, but only upon approval of the Board of Directors. If not acceptable, said piping must be tied into that homeowner's own water system. This too shall result in the area involved being removed from Common Grounds status. Pre-existing unauthorized modified irrigation work, not approved by the Board, shall be disconnected from LFEOA meters. It shall be the homeowner's obligation to reconnect these lines to his water system.

7. LFEOA EASEMENT RIGHTS

The LFEOA reserves existing easement rights between Lots (shown as double lines on Exhibit A map) for the purpose to install and maintain timers, water lines, valves and sprinkler heads. Included are fences, gates and all other appurtenances along Los Feliz Blvd. that apply to security.

8. CITY OF LOS ANGELES EASEMENTS AND SETBACK RIGHTS

(a) Lots are subject to easements and rights of way as may be necessary or convenient to erect, construct, maintain and operate public service wires, and conduits for lighting, heating, power, telephone, cable television 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.

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

9. OBLIGATIONS OF LFEOA THROUGH ITS BOARD OF DIRECTORS

(a) The LFEOA is formed for the general welfare and best interests of its members. The Board shall exercise such rights, authority and powers as provided for in the Articles of Incorporation, the bylaws and the CC&Rs. The LFEOA shall maintain,

irrigate, plant, weed and cultivate vegetation on common grounds, maintain sidewalks, curbs and parkways including along Los Feliz Boulevard. The LFEOA shall remove or clean away, grass and weeds and unsightly objects from any Common Ground. It shall maintain the established drainage systems, and take such action with reference to such sites and Lots as necessary or desirable to keep the property safe, neat and in good order. It shall maintain, any entrance gates, guard house and related security appurtenances and support guard services.

10. DUES, SPECIAL ASSESSMENTS & BILLINGS

(a) Pursuant to its Articles and Bylaws, each owner of a Lot is a member of the LFEOA and therefore shall pay dues and/or special assessments as may be levied by the Board of Directors for the purpose of carrying out its said functions. All purchasers of a Lot and structures thereon, by acceptance of its deed, do hereby covenant and agree to pay said dues and/or assessments and do further agree that said Lot shall be subject to a lien and other legal action if said dues or assessments remain unpaid after February 1 of each calendar year, and said lien may be foreclosed in the manner described below.

(b) Each annual assessment shall be fixed by the first Monday in November for the next calendar year. The assessment shall be payable on January 2nd of each calendar year and shall become delinquent on February 1st of that year. Each such assessment, together with accrued interest, costs and attorney's fees, shall be the personal obligation of the person who was the title holder or legal owner of such property at the time when the assessment was due, and shall become the legal obligation for payment through escrow recorded liens of the heirs or successor title holder(s).

(c) Any annual dues, special assessments and/or billings shall be delinquent after date of billing and shall bear penalty interest from that date at the rate of one percent per month or 12% per annum, or at the legal rate allowed by California law. The LFEOA may bring a legal action against the Owner, personally obligated to pay the same and in addition thereto, or in lieu thereof, may foreclose the lien against the Lot which the LFEOA shall record with the County Recorder, wherein a notice of delinquency assessment shall state the amount of such delinquent assessment and such other charges thereon as may be authorized by this Declaration. Liens so recorded shall cause the LFEOA to release same upon payment of any and all delinquent assessments. Beyond interest charges, all administrative and legal costs of collection shall be born by the debtor.

11. LIEN ENFORCEMENT

Such lien may be enforced by sale conducted by, or on behalf of, the LFEOA after failure of the owner to pay such assessment in accordance with its terms, such sale to be conducted in accordance with the provisions of Sections 2924, 2924(b) and 2924(c) of the California Civil Code, applicable to the exercise of the powers of sale in mortgages or in any other manner permitted by law. Suit to recover a money judgement for unpaid assessments, rent and attorney's fees may be instituted without foreclosing or waiving the lien securing the same.

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12. APPROVAL OF PLANS

(a) No building, structure, garage, wall, fence, retaining wall, detached building, pool, pond, spa, or water fountain shall be constructed, erected, altered, remodeled, placed, maintained or be permitted to remain on the property or any portion thereof unless and until three complete sets of plans and specifications therefor, including, if pertinent, 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 the Board of Directors and its Architectural Committee. Upon approval of the Board of Directors, it shall be conclusively presumed that the location and height of any structure or improvement does not violate the existing provisions of this Declaration.

(b) Said Board of Directors may designate and appoint a representative who shall be a duly licensed architect and a majority of the Board members may, from time to time, remove or replace this representative. This appointed representative may be, but need not be, a member of the Board of Directors or the Architectural Committee. Such representative may be consulted prior to disapproval of any plans, but the decision of the Board of Directors with respect to the approval or disapproval thereof shall be final. The LFEOA is authorized to collect from any Lot owner a fee of Two Hundred Dollars (\$200.00) for the professional services of this licensed architect. This amount can, at the Board's discretion, can be modified from time to time to reflect actual costs incurred.

(c) Said Board of Directors 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 CC&Rs contained in this Declaration, but also by reason of the objective and prudent dissatisfaction of the committee with the grading plan, location of the structure on the Lot, 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 because of its reasonable dissatisfaction with any or all other matter of things which, in reasonable judgement 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 Lots in the said tract.

(d) The approval of the Board of Directors of any plans or specifications submitted for approval as herein specified for use on any Lot shall not be deemed to be a waiver by the Board of its rights 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 approvals herein provided for use on other Lots.

(e) If the Board of Directors fails to approve or disapprove such plans and specifications within thirty (30) days after said plans, specifications and plot plan have been properly submitted to it, it shall be conclusively presumed that the Board has

approved said plans, specifications and plot plans as submitted. If, after such plans and specifications have been approved, the building, fence, wall or other structures shall be altered, erected or maintained upon the Lot otherwise than approved by the Board, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Board having been obtained as required by this Declaration.

(f) Any Board of Directors member or agent of the Architectural Committee may from time to time at any reasonable hour or hours by appointment 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 Board of Directors 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.

13. ENFORCEMENT WITH MEANS OF REMEDY AND REDRESS

The violation of any of the provisions, CC&Rs, easements or reservations or breach of any of the other covenants and agreements hereby established shall cause the Board to demand by registered mail a Notice of Deficiency to seek correction of or acceptable disposition or plan for correction of said violation within a reasonable date. The Owner violator shall have a right of a written rebuttal or a hearing before the Board within 30 days after Notice of Deficiency's delivery. At that time, the Owner may present evidence and cross-examine any person offering evidence against the Owner. Should this demand remain in effect, and the Owner fails to satisfactorily carry out correction(s), the LFEQA, with five days written notice shall have the right to enter upon the Owner's Lot 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 hereof, and the party or parties making such entry shall not be deemed guilty of any manner of trespass for such entry, abatement or removal.

14. RECOURSE AND LIMITS OF ACTION

On matters not elsewhere clearly defined in this Declaration, Owners shall have the right of redress and relief through the Board of Directors and if necessary, through an impartial panel of three professionals. The Owner or the Board's first course of action shall be to provide a written notice, declaration or description of the discrepancy, violation, proposal, claim or issue in dispute. This report shall be directed to all parties involved. Thereafter, within sixty (60) days (or a further mutually agreed upon extension of time) if there fails to be a satisfactory resolution through the Board of Directors, then the matter shall be turned over to an outside panel of three impartial professionals. The panel shall be made up of an architect, a real estate appraiser and an attorney at law. Selection of the panel participants shall be made solely by the attorney at law who represents the Association at the time of said request for the panel.

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Fee payments to the panel participants and any fees or costs generated by the Association's attorney shall become the sole burden of the party or parties who do not prevail in the decision of the panel. The majority decision of the panel shall be final and binding.

(a) Every act or omission whereby any provisions, CC&Rs, 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 LFEOA wherein provided for, and/or by any Owner, and such remedy shall be deemed cumulative and not exclusive.

(b) Recovery for damages incurred including punitive damages alone shall not be deemed adequate compensation for any breach or violation of any provision herein. The LFEOA has the absolute right of enforcement of the CC&Rs as part of a general plan for maintenance and improvements. The LFEOA does herein demand full recovery for costs incurred and for damages incurred by said enforcement for any breach or violation of any of these restrictions. In any action for breach or enforcement of this Declaration the court shall be requested to award the plaintiff in such suit a reasonable sum for administration and attorney's fees. Punitive charges shall be assessed against any lot owner at the rate of three dollars (\$3.00) per day after each notice of deficiency is issued unless compliance work is in progress that shall not exceed ninety days and the Board is notified in writing of same. Vehicular violations of non-compliance dealing with failure to display ID tags or illegal parking of commercial vehicles shall, after receiving three warning notices over a three week period shall be subject to a three dollar a day fine for each day thereafter for non-compliance. The security patrol shall log these records and compile the days of violation. Fines not collected within thirty days of billing shall be subject to liens and foreclosure action.

(c) All of said provisions, CC&Rs, 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, CC&Rs, easements or reservations or any part thereof, is invalid, or for any reason becomes unenforceable, no other provisions, CC&Rs, 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 work 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 provision of any of the previous articles, such ambiguity, conflict or discrepancy shall be resolved and determined by the LFEOA at 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 made, and such determination shall be made for the purpose of securing the uniform and harmonious appearance and placement of structures and improvements upon the Lots.

(d) The terms and provisions contained in this Declaration shall bind and inure to the benefit of all Owners and be enforceable by LFEOA and/or the Owner(s) of any Lot or Lots in the estates, or through their legal representatives or heirs. Failure at any time to enforce any of said provisions of the CC&Rs, reservations and/or agreements, shall in no event be deemed a waiver of the right to do so thereafter.

ATTACHMENT

Exhibit "A" is a map of LFEOA enclave showing Tract numbers 24455, 29326 and 27460; Lot numbers and street numbers. The legend shows shading for "Common Grounds". Easement rights are shown as double lines.

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AUTHORIZATION

By a majority vote of LFEOA members (Owners), the Board of Directors is herein directed to license the implementation of this Declaration. As the duly appointed LFEOA President and the duly authorized Secretary, we, by our signatures below authorize this agreement with its corporate seal affixed.

Cleland B Ross Date 7-21-94
President

[Signature] Date 7-20-94
Secretary

CORPORATE SEAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of CALIFORNIA
County of LOS ANGELES

94-1358950

On July 21, 94 before me, Ricardo Ramirez
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared CLELAND B. ROSS
NAME(S) OF SIGNER(S)

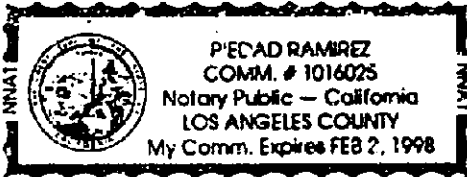
personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) he/she/they subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/het/their authorized capacity(ies), and that by his/het/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)
President
TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____



WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

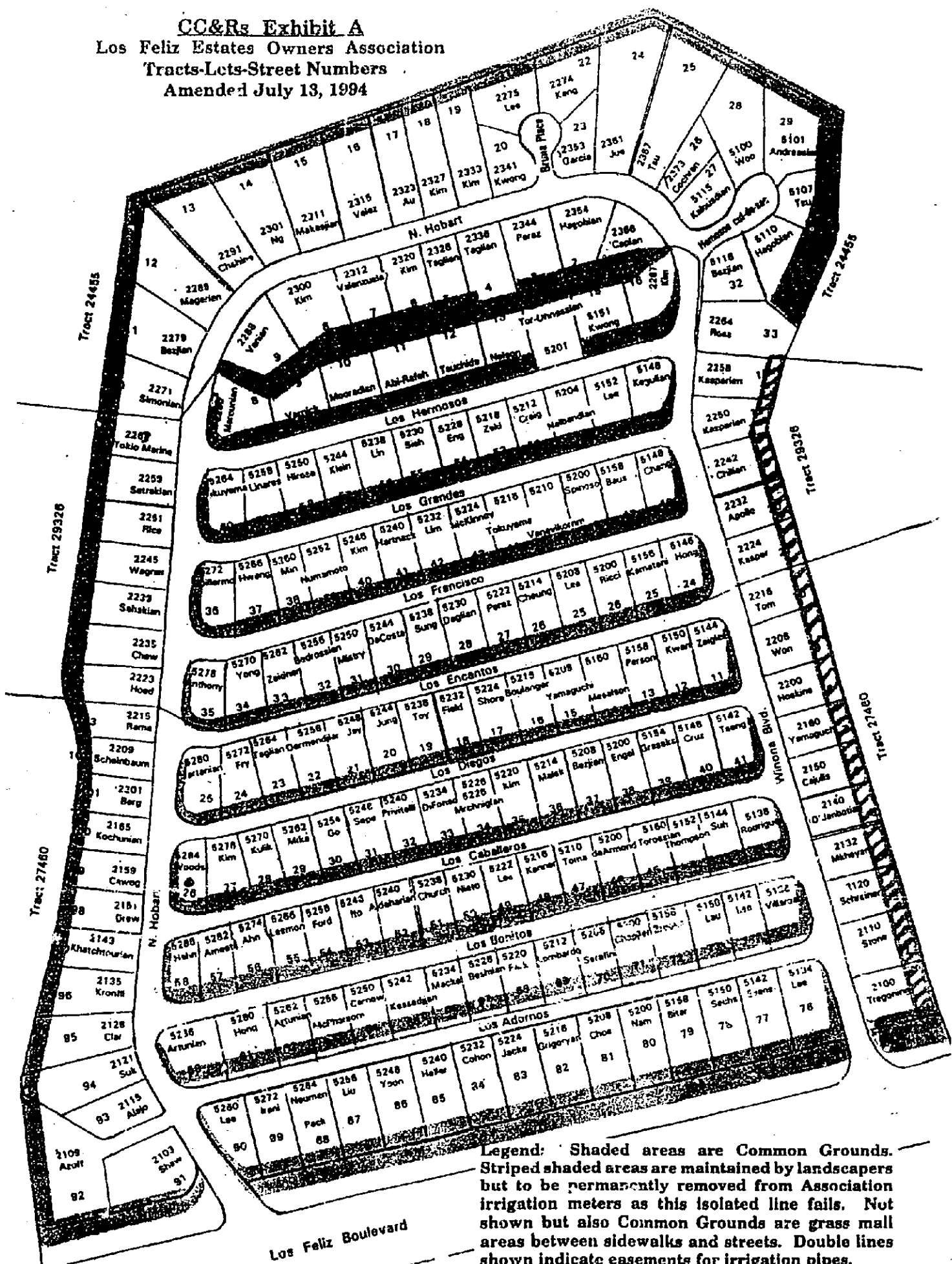
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT COVENANTS CONDITIONS AND RESTRICTIONS
NUMBER OF PAGES 13 DATE OF DOCUMENT July 21, 94
SIGNER(S) OTHER THAN NAMED ABOVE NO

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

CC&Rs Exhibit A
Los Feliz Estates Owners Association
Tracts-Lots-Street Numbers
Amended July 13, 1994

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94-1358950