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Los Angeles, CA 90064

08/03/2018



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**AMENDMENT TO THE DECLARATION OF RESTRICTIVE
COVENANTS, CONDITIONS & RESTRICTIONS ON TRACT 27460**

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**AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS,
CONDITIONS & RESTRICTIONS ON TRACT 27460**

RECITALS

A. This Amendment to the Declaration of Restrictive Covenants, Conditions and Restrictions of on Tract 27460 (this "Amendment") is made as of the date of recordation hereof by Los Feliz Estates Owners Association (the "Association"), a California nonprofit mutual benefit corporation.

B. The Association is a common interest development created for the management and administration of that certain real property and improvement located in the City of Los Angeles, County of Los Angeles, State of California, known as Los Feliz Estates (the "Development").

C. The Development is managed by the Association for the benefit of the members of the Association who are owners of Lots in the Development pursuant to the Declaration of Restrictive Covenants, Conditions and Restrictions of Tract 27460 recorded on May 31, 1963 in Book M1276, Pages 967 through 975, inclusive, in the Official Records of the Office of the County Recorder of Los Angeles County (the "Declaration") and encumbering the real property 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

D. The Declaration was amended and supplemented by the following instruments recorded in the Official Records of the Office of the County Recorder of the County of Los Angeles:

(1) First Amendment to Declaration of Restrictive Covenants, Conditions and Restrictions recorded on July 20, 1964 as Instrument No. 5335.

(2) Supplementary Exhibit "B" to Declaration of Restrictive Covenants, Conditions and Restrictions recorded on November 16, 1964 in Book M1675, Pages 793 through 798, inclusive, encumbering the real property described as follows:

Lots 8 through 16, and 22 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.

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(3) Amendment to Supplementary Exhibit "B" and to Declaration of Restrictive Covenants, Conditions and Restrictions recorded on July 30, 1965 in Book M1934, Page 519, encumbering the real property described as follows:

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.

(4) Second Supplementary Exhibit "B" and Amendment to Declaration of Restrictive Covenants, Conditions and Restrictions on Tract 27460 recorded on August 10, 1966 in Book M2313, Page 399, encumbering the real property described as follows:

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 Office of the County Recorder of Los Angeles County

(5) Third Supplementary Exhibit "B" and Amendment to Declaration of Restrictive Covenants, Conditions and Restrictions on Tract 27460 and Tract 24455 recorded on March 27, 1967 in Book M2507, Page 852.

(6) Fourth Supplementary Exhibit "B" and Amendment to Declaration of Restrictive Covenants, Conditions and Restrictions on Tract 27460, Tract 29236 and Tract 24455 recorded on May 29, 1967 as Instrument No. 1876.

(7) Redesignation of Architectural Committee for Tract 27460, Tract 29326 and Tract 24455 recorded on June 12, 1968 as Instrument No. 2621.

(8) Fifth Supplementary Exhibit "B" and Amendment to Declaration of Restrictive Covenants, Conditions and Restrictions on Tract 27460, Tract 29236 and Tract 24455 recorded on December 16, 1968 as Instrument No. 1570.

(9) Consent to Appointment of Representative to Exercise Same Powers and Authorities Previously Exercised by the Architectural Committee recorded on October 8, 1999 as Instrument No. 99-1921745

E. The Declaration, at Section 9A provides that the Declaration may be amended by the affirmative vote of at least fifty percent (50%) of the total voting power of the Association's members/owners. California Civil Code Section 5100 *et seq.* provides that votes to amend governing documents such as the Declaration must be held by specific secret ballot procedures. The undersigned President and Secretary of the Association certify that the following amendments were approved by the secret ballot

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vote of at least fifty percent (50%) of the voting power of the Association members/owners in accordance with California Civil Code Section 5100 *et seq.*

E. Capitalized terms used in this Amendment shall have the same meaning given to them under the Declaration, unless otherwise defined herein.

NOW, THEREFORE, the Declaration shall be amended as follows:

1. Section 3(a) of the Declaration is deleted in its entirety and replaced with the following new language:

(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 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.

2. Section 5(a) of the Declaration is deleted in its entirety and replaced with the following new language:

(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 view from any other lot or lots on the property, and in no event shall 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 forty-two (42") 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 slopes 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 slopes. Said four (4') feet shall be measured on the slope and not measured horizontally.

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3. The following new Section 10 is hereby added to the Declaration:

10. Leasing of Lots.

(a) Subject to the provisions of this Section 10, an owner may rent his or her Lot pursuant to a lease that is: (A) in writing; (B) for a term of at least thirty-one (31) days (the "Minimum Lease Term"); and (C) subject in all respects to the Project Owners Association's governing documents, including, but not limited to, this Declaration. A copy of any fully executed lease for a Lot shall be provided to the Property Owners Association by the owner prior to a tenant moving into the owner's Lot, and at any time upon request by the Property Owners Association. When the term "rent" is used in this Section 10, it shall be deemed to mean and include the rental and/or leasing of a Lot.

(b) Any lease shall include a statement that any failure by the tenant to comply with the Property Owners Association's governing documents, including but not limited to the Declaration, Bylaws, and any Rules and Regulations, will constitute a default under the lease.

(c) No less than the entirety of a Lot may be rented under a lease, or otherwise, and no sub-rental of a Lot shall be permitted. In addition, no Lot may be used for hotel/transient purposes or for vacation rentals (for example only, listed on airbnb, VRBO, HomeAway, or a similar website) or rented to a corporate housing company.

(d) Each owner shall be responsible for any and all violations of the Property Owners Association's governing documents committed by any tenant of the owner's Lot. If any owner leases his or her Lot in violation of this Section 10 or if any tenant of a Lot violates the Property Owners Association's governing documents and/or otherwise commits any act or omission which is harmful to the Property Owners Association, the Property Owners Association may bring an action in its own name and/or in the name of the Lot owner to have the tenant evicted and/or to recover damages; a court may find a tenant guilty of unlawful detainer despite the fact that an owner may not be the plaintiff in the action and/or the tenant is not otherwise in violation of the lease. If permitted by law, the Property Owners Association may recover all costs, including, without limitation, attorneys' fees and costs, in prosecuting any unlawful detainer action against a tenant of a Lot pursuant to the foregoing provisions. Further, no action taken by the Association against an owner or tenant to have a tenant removed and/or lease be deemed in default shall constitute a tortious interference with the owner's

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contractual relationship or business transactions with the owner's tenant. The remedies described in this Section 10(d) are not exclusive and are in addition to any other remedies available to the Property Owners Association by law, in equity, and/or by the authority of the Property Owners Association's governing documents, including, but not limited to, this Declaration.

(e) Each owner shall be deemed to have agreed to save, hold harmless, indemnify, and defend the Property Owners Association and its Directors, officers, agents, representatives, and employees from and against any and all claims, demands, actions, causes of action, liabilities, damages, and expenses arising out of, or incurred as a result of, the rental/leasing of the owner's Lot, together with all costs, expenses, and attorneys' fees resulting therefrom.

(f) In addition to the Association's right to bring an action to have the tenant removed from the Lot pursuant subsection (d) of this Section 10, if an owner rents his or her Lot in violation of the provisions of this Section 10, the owner shall be subject to disciplinary measures, including, but not limited to: (A) a monetary penalty in an amount to be determined by the Board; (B) other disciplinary measures; and/or (C) a reimbursement Assessment in an amount equal to the costs incurred by the Property Owners Association related to addressing such violation, including, without limitation, attorneys' fees and costs, irrespective of whether the Property Owners Association is able to obtain a court order to evict the tenant or otherwise effectuate the legal eviction of the non-compliant tenant from the owner's Lot.

4. No other amendments to the Declaration, other than as set forth above, are contemplated under this Amendment.

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**CERTIFICATE OF PRESIDENT AND SECRETARY
OF LOS FELIZ ESTATES OWNERS ASSOCIATION**

WE, Bruce Jay, President, and Christine Ricci,
Secretary, of Los Feliz Estates Owners Association (the "Association"), a California
nonprofit mutual benefit corporation, hereby certify that:

The terms and provisions recited in the Amendment to the Declaration of
Restrictive Covenants, Conditions and Restrictions on Tract 27460 (the
"Amendment") attached hereto were approved by the secret ballot vote of at least
fifty percent (50%) of the voting power of the Association, as described in the
recitals to the Amendment.

IN WITNESS WHEREOF, we have executed this Certificate of President and Secretary
on the date(s) set forth below.

LOS FELIZ ESTATES OWNERS ASSOCIATION

✓ By: [Signature]

Name: Bruce Jay

Its: President

Date: 6-5-2018

LOS FELIZ ESTATES OWNERS ASSOCIATION

By: Christine Ricci

Name: Christine Ricci

Its: Secretary

Date: 6-5-18

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

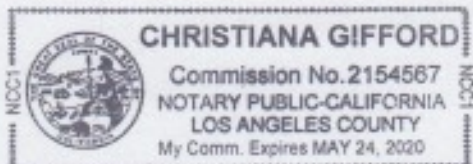
STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

On June 6, 2018, before me, Christiana Gifford,
Notary Public, personally appeared Bruce Jang, who
proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]
Notary Public

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

On June 6, 2018, before me, Christiana Gifford,
Notary Public, personally appeared Christine Ricci, who
proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



A handwritten signature in blue ink, appearing to read "Christiana Gifford", written over a horizontal line.

Notary Public