

Palisair Home Owners Association

A NON-PROFIT CORPORATION

P.O. Box 901

Pacific Palisades, CA 90272

www.palisair.org

The association itself is a "Tract Committee" under the Declaration of Restrictions covering Tracts 15944, 15948 and 19890, and operates as such through its Board of directors and its Officers

COVENANT AND AGREEMENT FOR PROPOSED REMODEL

This Covenant and Agreement shall apply to the current and future owners of the property located at 16100 Anoka Dr, Pacific Palisades, CA 90272

I. Conditional Use of Property

No fixtures, permanent or temporary items, or furniture (hereinafter "Items") are allowed on the rooftop deck of 16100 Anoka Drive (hereinafter "Residence"), including, without limitation, chairs, tables, shade structures, umbrellas, heater lamps, children's play equipment, barbeque and other cooking equipment, HVAC fixtures, antennas, satellites, and fixtures for utility purposes, which shall result in the total height of the Residence and Items combined to exceed the height restrictions set forth in the CC&Rs for the Palisair Home Owners Association (hereinafter "PHOA").

II. Binding Effect on Successors

This Certificate of Approval shall run with, and be binding on, the Residence, and any portion thereof or interest therein, and shall be binding on the signatories to this Certificate and any person or entity acquiring any right, title, or interest in the Residence and their respective successors and assigns.

III. Miscellaneous Provisions

1. Severability. The Parties hereby agree that, if any provision of this Certificate shall for any reason be held invalid, unenforceable, or contrary to public policy, then the remainder of the Certificate shall not be affected thereby and shall be enforced, as if the invalid provision were not a part of this Agreement. Should any provision be held unenforceable for any reason, then such provision shall remain enforceable to the maximum extent permitted by law.

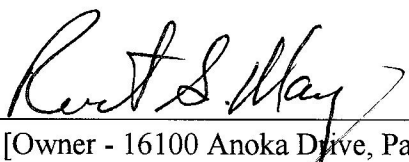
2. Integration. This Certificate constitutes an integration of the entire understanding and agreement of the Parties with respect to the subject matter herein. Any representations, promises, or conditions, whether written or oral, not specifically

incorporated in this Certificate shall not be binding on the Parties, and the Parties acknowledge that they have not relied, in entering into this agreement, on any representation, promise, or condition not specifically set forth herein.

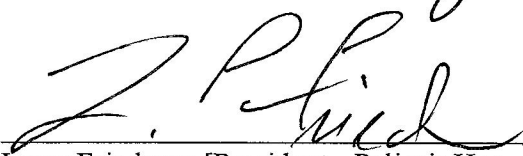
3. Writing Required for Modification. This Certificate may not be modified or amended, except by a written agreement signed by the PHOA and the owner of the Residence and recorded with the Los Angeles County Recorder.

4. Applicable Law and Venue. The provisions in this Certificate of Approval shall be construed in accordance with, and governed by, the law of the State of California. Any dispute concerning this Certificate of Approval shall be governed by California law and venued in a court of competent jurisdiction in County of Los Angeles.

In signing you agree to the above requirements and prohibitions.



Robert May [Owner - 16100 Anoka Drive, Pacific Palisades] 4/20/2015
date



Larry Friedman [President - Palisair Home Owners Association] 4/20/15
date