

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

Certificate of Approval for proposed addition

I. Conditional Use of Property. The use of 1120 El Medio is restricted as follows:

No fixtures or permanent items or furniture or temporary items of furniture permanently housed are allowed on the rooftop deck of 1120 El Medio, including, without limitation, chairs, tables, shade structures, umbrellas, heater lamps, children's play equipment, barbecue and other cooking equipment, HVAC fixtures, antennas, satellites, and fixtures for utility purposes. Additionally, no landscaping of any kind shall reside on the deck. The only exception is the planter box above the garage which is attached to the inside of the deck railing. To the extent any temporary furniture or other items are placed on the rooftop deck of 1120 El Medio, they shall not remain on the deck at any one time for a period in excess of 48 hours. You will be allowed eight (8) forty eight (48) hour time periods per year to place items temporarily on the deck. This limitation does not apply to the cement patio at the same elevation and on the southern side of the great room of the main residence.

II. Binding Effect on Successors. This Certificate of Approval shall run with, and be binding upon 1120 El Medio, and any portion thereof or interest therein, and shall be binding upon the signatories to this certificate and any person or entity acquiring any right, title or interest in 1120 El Medio, and any portion thereof or interest therein, and his/her/their/its respective successive owners and assigns.

III. Miscellaneous Provisions:

1. Severability. The Parties hereby agree that if any provision, or portion thereof, of this Certificate of Approval shall for any reason be held to be invalid or unenforceable or to be contrary to public policy or any law, then the remainder of the Certificate of Approval shall not be affected thereby and shall be enforced as if the invalid provision or portion thereof were not a part of this Agreement. Should any provision or portion thereof be held unenforceable for any reason, then such provision or portion thereof shall be enforced to the maximum extent permitted by law. Nothing in this or in any other provision of this Certificate of Approval shall, or is intended to, limit any other rights or remedies the Palisair Homeowners Association may have by virtue of this Certificate of Approval or otherwise.

2. Integration. This Certificate of Approval constitutes an integration of the entire understanding and agreement of the Parties with respect to the subject matter hereof. Any representations, warranties, promises, or conditions, whether written or oral, not specifically incorporated in this Agreement shall not be binding on the Parties, and the Parties acknowledge

that they have not relied, in entering into this Certificate of Approval, on any representation, warranty, promise, condition not specifically set forth in this Certificate of Approval. All prior discussion, negotiations, and writings have been, and are, merged and integrated into, and are superseded by, this Certificate of Approval.

3. Writing Required for Modification. This Certificate of Approval may not be modified or amended except by a written agreement signed by the Palisair Homeowners Association and the owner of 1120 El Medio 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, West Judicial District (Santa Monica Courthouse).

In signing you agree to the above requirements and prohibitions.

Doug Baron, owner of 1120 El Medio Avenue, Pacific Palisades, CA 92072 date

Debbie Baron, owner of 1120 El Medio Avenue, Pacific Palisades, CA 92072 date

Hal Erdley, President of Palisair Homeowners Association date

DOUG BARON

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

On _____, before me, _____, Notary Public, personally appeared _____, 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 of Notary

(SEAL)

My commission expires _____.

DEBBIE BARON

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

On _____, before me, _____, Notary Public, personally appeared _____, 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 of Notary

(SEAL)

My commission expires _____.

HAL ERDLEY, PRESIDENT OF PALISAIR HOMEOWNERS ASSOCIATION

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

On _____, before me, _____, Notary Public, personally appeared _____, 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.

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Signature of Notary

(SEAL)

My commission expires _____.