

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Declarants, owners of all the land described as follows:

That portion of Lot C of Tract No. 9300 and that portion of Lot J of Tract No. 17591, in the City of Los Angeles, County of Los Angeles, State of California, as per maps recorded in Book 125, Pages 55 to 76 inclusive of Maps and in Book 443, Pages 37 to 40 inclusive of Maps, in the Office of the County Recorder of said County, described as a whole as follows:

Beginning at the most Northerly corner of Lot 18 of Tract No. 23393 per map recorded in Book 629, Pages 34 to 37 inclusive of Maps, in the Office of said Recorder; thence following the general Northerly boundary of said Tract No. 23393 the following courses: South 25° 28' 30" East 160.62 feet, North 44° 34' 54" East 16.26 feet, South 45° 25' 06" East 40.00 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 300.28 feet, a radial line to said beginning of curve bears North 45° 25' 06" West; thence Northeasterly along said curve through a central angle of 8° 00' 51" an arc distance of 42.00 feet to the most Northerly corner of Lot 17 of said Tract No. 23393; thence continuing along said general Northerly boundary, South 25° 48' 16" East 153.14 feet, North 64° 21' 07" East 90.53 feet, North 74° 53' 38" East 97.62 feet, South 37° 25' 58" West 57.00 feet, South 70° 32' 29" East 175.94 feet, South 37° 25' 58" West 126.00 feet, South 75° 23' 27" East 16.27 feet, North 37° 25' 58" East 125.00 feet, North 63° 50' 16" East 137.22 feet, North 36° 21' 35" East 50.00 feet, South 65° 29' 37" East 122.97 feet to the Easterly line of Tract No. 18643 per map recorded in Book 492, Pages 25 and 26 of Maps, in the Office of said Recorder; thence along said Easterly line North 0° 35' 47" East 200.99 feet to the Northwest corner of said Tract No. 18643; thence along the Northerly line of said last mentioned Tract, South 82° 43' 43" East 500.00 feet; thence North 7° 09' 20" East 225.07 feet; thence North 24° 38' 10" West 172.72 feet; thence North 64° 33' 08" West 325.65 feet; thence North 21° 59' 36" West 84.00 feet; thence South 68° 00' 24" West 160.00 feet; thence South 21° 59' 36" East 17.00 feet; thence South 56° 41' 48" West 40.79 feet; thence North 21° 59' 36" West 20.00 feet; thence South 78° 02' 23" West 182.19 feet; thence North 25° 26' 55" West 83.04 feet; thence North 66° 17' 05" West 152.91 feet; thence South 72° 18' 56" West 72.42 feet; thence South 44° 07' 07" West 137.90 feet; thence South 0° 54' 08" East 254.03 feet; thence South 63° 02' 50" West 252.50 feet to the point of beginning.

do hereby establish the following provisions, conditions, restrictions, and covenants, upon said land, or any interest thereon all of which shall inure to and pass with each parcel of said land as may be carved therefrom and shall apply to and bind the respective successor in interest or present owner or owner's thereof, and each thereof is imposed upon all said parcels as may be carved therefrom as a servitude in favor of each and every other of said parcels of said land as dominant tenement or tenements, as follows, to wit:

(1) All said parcels shall be known and described as residential parcels, no structure shall be erected, altered, placed or permitted to remain on any building plot other than one detached single-family dwelling not to exceed one story in height and a private garage, for not more than three cars; except; where, in the judgment of the Declarant and approved by the Architectural Committee, one two story single-family dwelling may be erected where said dwelling will not detract from the view of any other parcel of land.

(2) No building shall be erected, placed or altered on any building plot on this land until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to the conformity and harmony of exterior design with existing structures on the land, and as to location of the building with

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CALIF.

6 Min. Post 9 A.M. APR 26 1960

RAY E. LEE, County Recorder

respect to topography and finished ground elevation by an Architectural Committee to be composed of:

<u>Name</u>	<u>Address</u>
Ray Bullock	337 1/2 Washington St., Venice, Calif.
Melvin Lachman	16656 Linda Terrace, Pacific Palisades
Earl Lachman	337 1/2 Washington St., Venice, Calif.

In the event the said committee fails to approve or disapprove a design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of said such building or making of any alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The members of said committee shall not be entitled to any compensation for the services performed pursuant to this covenant. Neither the Declarants, individually, severally or jointly, nor the architectural committee, nor any member thereof, nor any successor member thereof, shall ever be liable because of any action they take, or fail to take, or for any defect in any building erected herein, or at all, as a result of these restrictions, or otherwise and the owners of said parcels of said land, and each of them, agree jointly and severally to hold said declarants and said members of said architectural committee free and harmless and to indemnify them accordingly from any claims, suits, any alleged liabilities, or otherwise. The power and duties of such committee shall cease on or after December 31, 1965. Thereafter, the power and duties described in this covenant shall pass to the Marquez Knolls Property Owner's Association, Inc., a California Corporation, who shall thereafter exercise the same powers previously exercised by said committee until December 31, 1975, at such time the powers and duties exercised by said Association shall cease and determine.

(3) No building shall be located on any parcel nearer than fifteen (15) feet to the front parcel line. No building, except a detached garage or other outbuilding located sixty (60) feet from the front parcel line, shall be located nearer than five (5) feet to any side line. No residence or attached appurtenance shall be erected on any parcel nearer than fifteen (15) feet from the front parcel line, except, where the county or city permits and with specific authority of the architectural committee, the set-back from front line may be at no less than ten (10) feet.

(4) No residential structure shall be erected or placed on any building plot, unless, such plot has an area of at least 5000 square feet and a width of at least fifty (50) feet at the front building set-back line, except in cul de sacs.

(5) No noxious or offensive trade or activity shall be carried on upon any parcel nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood, including the parking in streets of panel or other trucks whether displaying painted advertising or not.

(6) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding erected on the land shall be at any time used as a residence, either temporarily or permanently.

(7) The ground floor of the main structure exclusive of one-story, open porch and garage shall be not less than 2000 square feet and two-story structures shall contain not less than 2000 square feet on two floors.

(8) No television or radio aerial shall be erected with a height in excess of eight feet above roofs on residences nor radio broadcasting towers constructed without the approval of the Architectural Committee.

(9) No part of any residential parcel shall at any time be used or occupied as a hospital, corral, riding or livery stable, junk yard, automobile service, maintenance, repair, washing, wrecking or storage yard, or station, gasoline or filling station, laundry, or other industry or factory nor shall any building or structure be used or maintained for any such purpose.

(10) No part of any parcel shall be used for raising or keeping thereon any animal, poultry, pigeons, or other like small game or fowl for commercial or other purposes; but this shall not prohibit keeping dogs or cats as domestic pets.

(11) No fences or hedges exceeding three feet in height shall be erected or permitted to remain between the street and the front setback line nor shall any tree, shrub or other landscaping be planted or any structures erected that may at present or in the future obstruct the view from any other parcel, and the right of entry is reserved by the Declarants to trim any tree obstructing the view of any parcel.

(12) No fence or wall exceeding three feet in height shall be erected or permitted to remain on the side lines of any parcel of said land except wherein the owner thereof shall have first obtained the approval in writing of proposed structures by the architectural committee. The right of entry is reserved by the Declarants to remedy any violations of this provision at the expense of the owner.

(13) No derrick or other structure designed for use in boring, mining or quarrying for water, oil or natural gas, or precious materials, shall ever be erected, maintained or permitted upon any part of said land.

(14) No tree or shrub planted by the Declarants on any parcel or parcel slope shall be removed at any time without the expressed permission of the Declarants or their successors.

(15) Breach of any of said covenants and restrictions, or any reentry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith, and for value as to said parcels or property, or any part thereof, but such provision, restriction or covenant shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

MARQUEZ KNOLLS, INC.

By: Melvin Lachman and Earl Lachman

By: Earl Lachman

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss.

On April 23, 1960 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Melvin Lachman known to me to be the President, and Earl Lachman known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and Official Seal,  
(Seal)

J. J. [Signature]  
Notary Public in and for said County &  
State

-3-  
My Commission Expires November 6, 1961

S. TELLEN

TINELA, INC.

By: Earl Lachman Pres.

By: Melvin Lachman Secty.

STATE OF CALIFORNIA } ss.  
COUNTY OF LOS ANGELES }

On Jan 23 1961 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Earl Lachman known to me to be the President, and Melvin Lachman known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and Official Seal,

J. J. C. C.

(Seal)

Earl Lachman  
Earl Lachman

Notary Public in and for said County & State.

My Commission Expires November 6, 1961 J. TELLEN

Leah June Lachman  
Leah June Lachman

STATE OF CALIFORNIA } ss.  
COUNTY OF LOS ANGELES }

On Jan 23 1961 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Earl Lachman and Leah June Lachman known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and Official Seal,

J. J. C. C.

(Seal)

Notary Public in and for said County & State.

My Commission Expires November 6, 1961 J. TELLEN