

KNOW ALL MEN BY THESE PRESENTS:

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That the undersigned Declarants, owners of all lots in Tract 23393 in the County of Los Angeles, State of California, as per map recorded in Book 620 Pages 34-37 incl., of Maps, Records of Los Angeles County, do hereby establish the following provisions, conditions, restrictions, and covenants, upon said lots in said Tract, or any interest thereon all of which shall inure to and pass with each of said lots in said Tract 23393 and shall apply to and bind the respective successor in interest or present owner or owners thereof, and each thereof is imposed upon all said lots in said Tract as a servitude in favor of each and every other of said lots in said Tract as dominant tenement or tenements, as follows, to wit:

(1) All lots in said Tract shall be known and described as residential lots, 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 judgement 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 lot in said tract.

(2) No building shall be erected, placed or altered on any building plot in this subdivision 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 in the subdivision, and as to location of the building with respect to topography and finished ground elevation by an architectural committee to be composed of:

<u>NAME</u>	<u>ADDRESS</u>
<u>Ray Bullock</u>	<u>9023 Clin Street, Los Angeles, 34</u>
<u>Melvin Lachman</u>	<u>1 656 Linda Terrace, Pacific Palisades</u>
<u>Earl Lachman</u>	<u>337 Washington St., Venice</u>

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 has 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 the lots in said Tract, 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, 1963. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

DOCUMENT NO. RECORD NO. AT REQUEST OF

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OFFICIAL RECORDS RAY E. LEF RECORDER LOS ANGELES COUNTY, CALIF.

- (3) No building shall be located on any lot nearer than fifteen (15) feet to the front lot line. No building, except a detached garage or other outbuilding, located sixty (60) feet from the front lot line, shall be located nearer than five (5) feet to any side line. No residence or attached apartment shall be erected on any lot nearer than fifteen (15) feet from the front lot 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 lot nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood, including parking in streets of panel or other trucks bearing painted advertising signs or not.
- (6) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract 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 1000 square feet and two-story structures shall contain not less than 1000 square feet on two floors except Lots 1, 17, and 18, the structure shall contain not less than 1300 square feet, and Lots 19 and 20 the structure shall contain not less than 2000 square feet.
- (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) An easement is reserved over lots for utility installation and maintenance as shown on the recorded plot of the tract.
- (10) No part of any residential lot 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.
- (11) No part of any lot 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.
- (12) No fences or hedges exceeding three feet in height shall be erected or permitted to remain between the street and the front set-back line nor shall any tree, shrub or other landscaping be planted on any structures erected that may at present or in the future obstruct the view from any other lot in this tract, and the right of entry is reserved by the declarants to trim any tree obstructing the view on any lot.
- (13) No derrick or other structure designed for use in boring, mining or quarrying for water, oil or natural gas, or precious minerals, shall ever be erected, maintained or permitted upon any lot in said tract.
- (14) No tree or shrub planted by the subdivider on any lot or lot 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 lots 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:

By:

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STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

} ss.

On April 2, 1961 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. Jellum
Notary Public in and for said county and State

My Commission Expires - 11/5/61