

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Declarants, owners of Lots 10 to 25 and 28 to 51, all inclusive, in Tract 17593, in the County of Los Angeles, State of California, as per map recorded in Book 571, Pages 20 to 24, of Maps, Records of Los Angeles County, do hereby establish a general plan for the improvement and development of all said lots in said tract, and 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 17593 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 the dominant tenement or tenements, as follows, to with:

(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 two stories in height and a private garage, for not more than three cars.

(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>
L.E. CARLIN	8660 Wilshire Blvd., Beverly Hills
MELVIN HIRSH	8845 Olympic Blvd., Beverly Hills
SIDNEY FEIN	8845 Olympic Blvd., Beverly Hills

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 the making of such 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, 1960. 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.

(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. EXCEPT, with specific authority of the architectural committee, one of side line set-backs may be reduced to not less than three (3) feet, provided that the sum and width of the side yards is not less than ten (10) feet, and the distance between wall lines of the adjacent buildings is not less than ten (10) feet. No residence or attached appurtenance 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 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.

(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.

(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 garages, shall not be less than SIXTEEN HUNDRED (1600) Square Feet.

(8) An easement is reserved over the rear five (5) feet of each lot for utility installation and maintenance and is also reserved as shown on the recorded plot of the tract.

(9) 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.

(10) 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.

(11) 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.

(12) 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.

(13) Breach of any of said covenants and restrictions, or any re-entry 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.

The provisions, conditions, restrictions and covenants hereinbefore contained in Paragraphs Nos. 1 to 13, both inclusive, shall be in force and effect until December 31, 1978, at which time covenants contained in said Paragraphs 1 to 13, both inclusive, shall be automatically extended for successive periods of ten (10) years each, unless and until an instrument signed by a majority of the then owners of the lots in said tract has been recorded agreeing to change said provisions, conditions, restrictions and covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

The foregoing conditions shall operate as covenants running with the land, may be enjoined, abated or remedied by said Grantor, or its successors in interest or by such owner or owners, but by no other person. The term "Owner" shall include the bona fide owner or holder of any agreement of sale executed by Grantor herein for any of the lots in said tract.

Enforcement of the provisions, covenants, conditions, and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provision, covenant, condition or restriction either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

Provided, also, that a breach of any of the foregoing covenants or conditions, or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any Mortgage or Deed of Trust as to said realty or any part thereof, but said covenants or conditions shall be binding upon and effective against any subsequent owner of said realty.

DECLARANTS:

PALISADES ESTATES, a Partnership

By: PRERLESS BUILDING CORPORATION, one of the Partners

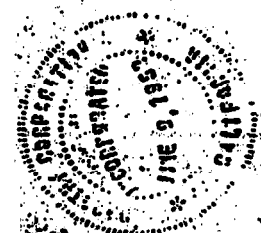
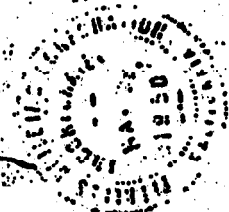
By: William H. Rich
President

By: Norman J. Steer
Secretary

By: DOROTHY CORPORATION, one of the partners

By: W. C. Carr
Vice-President

By: Richard Egan
Secretary



DATE: NOVEMBER 1, 1955

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Palisades Estates
NOV 3 1955
19 9 AM
BOOK 49171 PAGE 6
OFFICIAL RECORDS
Los Angeles County, Calif.
Fee \$ 2.00
RAY E. LEE, RECORDER

2184

300-105

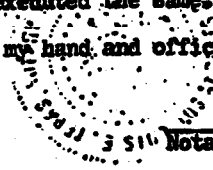
A 88690 ACCOMMODATION FILING

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

BOOK 49471 PAGE 9

On This 1st. day of November, 1955, before me Lois E. Tepas a Notary Public in and for said county and state, personally appeared Melvin Hirsch, known to me to be the President, and Norman L. Stern, known to me to be the Secretary of PEERLESS BUILDING CORPORATION, a corporation, and L. E. Carlin, known to me to be the Vice President, and Richard Epton, known to me to be the Secretary of DOROTHY CORPORATION, a corporation, the corporations that executed the within instrument, said persons being known by me to be the persons who executed the within instrument on behalf of said respective corporations, said corporations being known to me to be two of the partners of PALMSADES ESTATES, a partnership, the partnership that executed the within instrument, and acknowledge to me that such corporations executed the same as such partners and that such partnership executed the same.

Witness my hand and official seal.



Lois E. Tepas
Notary Public in and for said county.
My Commission Expires February 17, 1956

Recorded and compared: RAY E. LEE, County Recorder, By M. J. Lewis Deputy

VA Form 284-2022 (Home Loan)
January 1954. Use Optional
Servicemen's Readjustment Act
(38 U. S. C. A. 394 (a)). Acceptable to Federal National Mortgage Association.

CALIFORNIA 2

DEED OF TRUST

With Assignment of Rents

THIS DEED OF TRUST, made this 10th day of October, 1955

BETWEEN HUGH ARMSTED BLACKWELL and IMOGENE HART BLACKWELL, husband and wife

_____ as TRUSTOR,

whose address is 540 St. Malo Avenue Puente California
(Street and number) (City) (State)

LAND TITLE INSURANCE COMPANY, a corporation, as TRUSTEE, and

T. J. HETTES COMPANY OF CALIFORNIA, a corporation, as BENEFICIARY,

WITNESSETH: That Trustor irrevocably GRANTS, TRANSFERS, and ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, and if there be more than one Trustee, THEN in JOINT TENANCY and with LIKE POWER OF

SALE, the property in Los Angeles County, California, described as:

Lot 41 of Tract 20629, as per map recorded in Book 336, pages 45
and 46 of maps, in the office of the county recorder of said county.