

That the undersigned Declarants, owners all the land described as follows: 17591

That portion of Lot 3 of Tract No. 17591 and that portion of Lot 22 of Tract No. 22076, in the City of Los Angeles, County of Los Angeles, State of California, as shown on maps recorded in Book 443, Pages 37 to 40 inclusive of Maps and in Book 584, Pages 43 to 45 inclusive of Maps, respectively, in the Office of the County Recorder of said County, described as a whole as follows:

Beginning at the most Westerly corner of Lot 40 of Tract No. 20179, as per map recorded in Book 609, Pages 96 to 100 inclusive of Maps, Records of said County; thence along the boundary line of said Tract No. 20179 North $37^{\circ} 59' 46''$ East 17.00 feet and North $57^{\circ} 19' 31''$ East 228.38 feet to the most Northerly corner of Lot 29 of said Tract No. 20179; thence along the Southwesterly and Westerly boundary line of Tract No. 23393 as shown on map recorded in Book 629, Pages 34 to 37 inclusive of Maps, Records of said County, the following courses and distances, North $59^{\circ} 17' 21''$ West 39.88 feet to the beginning of a tangent curve, concave Northeasterly and having a radius of 445.00 feet; thence Northwesterly along said last mentioned curve, through a central angle of $32^{\circ} 18' 46''$ an arc distance of 250.96 feet to the most Westerly corner of Lot 19 of said Tract No. 23393; thence along the Northwesterly line of said Lot 19 of said Tract No. 23393, North $63^{\circ} 01' 25''$ East 40.00 feet; thence North $26^{\circ} 58' 35''$ West 256.72 feet; thence South $63^{\circ} 01' 25''$ West 40.00 feet; thence North $26^{\circ} 58' 35''$ West 23.00 feet; thence South $63^{\circ} 01' 25''$ West 33.00 feet; thence South $51^{\circ} 03' 16''$ West 227.24 feet to a point in the Northeasterly line of Lot 18 of said Tract No. 22076 distant thereon North $58^{\circ} 05' 44''$ West 30.00 feet from the most Northerly corner of Lot 19 of said Tract No. 22076; thence South $58^{\circ} 05' 44''$ East 30.00 feet to said last most Northerly corner; thence Southerly along the Easterly lines of Lots 19, 20 and 21 of said Tract No. 22076 to the Southeast corner of said Lot 21; thence Westerly along the most Northerly line of Lot 22 of said Tract No. 22076, a distance of 20.00 feet to a line that is parallel with and distant 20.00 feet westerly, measured at right angles, from that certain course in the Easterly boundary of said Lot 22, shown as said map of Tract No. 22076 as having a length of 123.52 feet; thence Southerly along said parallel line to the intersection thereof with a line that is parallel with and distant 20.00 feet Southwesterly, measured at right angles, from that certain course in the boundary of said Lot 22, shown on said last mentioned map as having a length of 38.58 feet; thence Southeasterly along said last mentioned parallel line to the Southeasterly line of said Lot 22; thence Northeasterly along said Southeasterly line to the most Easterly corner of said Lot 22; thence Southeasterly along the Northeasterly line of Lot 23 of said Tract No. 22076 to the Southwesterly terminus of that certain course in the Northwesterly boundary of Lot 41 of said Tract No. 20179, shown on said map of Tract No. 20179 as having a length of 171.42 feet; thence Northeasterly along said last mentioned course 154.29 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:

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RECORDED BY AND MAIL TO
MARQUEZ KILLIS INC.
1110 WASHINGTON ST
LOS ANGELES CALIF

RECORDED IN
 OFFICIAL RECORDS
 LOS ANGELES COUNTY, CALIF.
 RATE REC. RECORDER

1960 MAR 18 PM 12:03

1960-1980

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

| <u>Name</u> | <u>Address</u> |
|----------------|--|
| Ray Bullock | 337½ Washington St., Venice, Calif. |
| Melvin Lachman | 16656 Linda Terrace, Pacific Palisades |
| Earl Lachman | 337½ 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 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 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 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 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 set-back 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 said 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 remedy 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 covenants 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
Melvin Lachman, President

By: Earl Lachman
Earl Lachman, Secretary

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On San Angeles 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 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) Swail W. Martin
Notary Public in and for said County and State.

My Commission Expires Apr. 9, 1963

Earl Lachman
Earl Lachman

Benjamin E. Lachman
Benjamin E. Lachman

Melvin Lachman
Melvin Lachman

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On San Angeles before me, the undersigned, a Notary Public in and for said County and State, personally appeared EARL LACHMAN, BENJAMIN E. LACHMAN, AND MELVIN LACHMAN...known to me to be the persons whose names subscribed to the within instruments, and acknowledged to me that they executed the same.

WITNESS my hand and Official Seal,

(Seal) Swail W. Martin
Notary Public in and for Said County and State.

My Commission Expires Apr. 9, 1963