

3751

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CALIF.  
3 4 2 P.M. AUG 12 1971  
Register-Recorder

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Declarants, owners of all the lots in Tract 30947 in the County of Los Angeles, State of California, as per Map recorded in Book 870, Pages 10-13 incl. of Maps of said County, do hereby establish the following provisions, conditions, restrictions, and covenants, upon all said lots, or any interest therein all of which shall inure to and pass with each lot 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 lots as a servitude in favor of each and every other of said lots of said tract as dominant tenement or tenements, as follows, to wit:

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(1) All said lots 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.

(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:

Name	Address
Richard Lachman	415 Washington St., Venice, California
Ralph Yarro	415 Washington St., Venice, California
Earl Lachman	415 Washington St., Venice, California

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 enjoine 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, indivisually, 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 lots, 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 name of any contractor selected by the purchaser of any lot shall additionally be submitted to the Architectural Committee provided for herein. The architectural committee shall have the power to approve or disapprove said contractor in the same manner as it has power to approve or disapprove a design and location. Additionally, the Architectural Committee shall have the power to approve or disapprove the color of any roof to be placed on any residence to be constructed. The power and duties of such committee shall cease on or after December 31, 1982. Thereafter, or by previous designation

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3751

by the Architectural Committee the power and duties described in this covenant shall pass to the Marquee Knolls Property Owner's Association, Inc., a California corporation, who shall thereafter exercise the same powers previously exercised by said committee until December 31, 1995, at such time the powers and duties exercised by said Association shall cease and determine.

(3) No building shall be located on any lot nearer than ten (10) feet to the front lot line. No buildings, except a detached garage or other outbuilding located sixty (60) feet from the front lot line, shall be located nearer than ten (10) feet to any side line. No residence or attached apartment shall be erected on any lot nearer than ten (10) feet from the front lot line or side yard line except, where the City permits and with specific authority of the Architectural Committee.

(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 forty (40) feet at the front building setback 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 an 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, bar or other outbuilding erected on any lot, 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 1600 square feet and two-story structures shall contain not less than 1600 square feet on two floors.

(8) No television or radio aerial shall be erected with a height in excess of eight (8) feet above roofs on residences nor radio broadcasting towers constructed without the approval of the Architectural Committee. Should this provision be violated in any way, the Owners of any lots in the tract shall have the right, individually or otherwise, to institute legal proceedings to remove the violations, and the entire cost of such proceedings shall be paid by the parties violating this provision.

(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 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 lot, and the Architectural Committee has sole authority in judging all view controversies and their judgment is final.

AUG 12 1971

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- (11a) Lot 28 of Said Tract to have its frontage on Monterey Avenue
- Lot 50 of Said Tract to have its frontage on El Nido Circle
- Lot 39 of Said Tract to have its frontage on El Nido Circle
- Lot 44 of Said Tract to have its frontage on El Nido Circle

(12) No fence or wall exceeding three feet in height shall be erected or permitted to remain on the side lines of any lot 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 lot of said Tract.

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

(15) No stumps or other masonry wall on any lot with exposed surfaces paralleling streets shall be painted or altered in any manner to contrast said surfaces to other such walls in said tract.

(16) No swimming pool shall be built without sketch of location and approval thereof by Architectural Committee.

(17) Construction of a residence as provided by said Declaration of Restrictions on any of said lots must be commenced within two (2) years from the date of the recording of the deed transferring title to said lot from Declarants herein unless specifically extended in writing by the Architectural Committee.

(18) 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 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 sale, or otherwise.

MARQUEZ KNOLLS INC.

By: [Signature] President  
 By: [Signature] Secretary

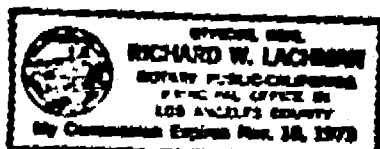
STATE OF CALIFORNIA }  
 COUNTY OF LOS ANGELES } ss.

On APR 14 1971 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Malvin 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,

[Signature]  
 RICHARD W. LACHMAN

Notary Public in and for said County and State



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After Recording Mail to:

Marquez Knolls Inc.  
 P.O. Box 232  
 Venice, California 90291

AUG 12 1971

3751