

AMENDMENT TO:
DECLARATION OF PROVISIONS, CONDITIONS, RESTRICTIONS AND
COVENANTS OF ALL LOTS IN TRACT 20179.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Declarants, Owners of all lots in Tract 20179 in the County of Los Angeles, State of California, as per map recorded in Book 609 Pages 96-100 of Maps, records of Los Angeles County, do hereby amend the declarations of provisions, conditions, restrictions, and covenants of all lots in Tract 20179 as recorded February 7, 1957 as Document #2390 in Book 53581 Page 111 in official Records.

Article 12 is hereby amended to read as follows:

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 constructed that may at present or in the future obstruct the view from any other lot in this tract.

OCEAN VILLAGE PIPE & SUPPLY, INC.

By: Earl Lachman
Earl Lachman, President
Secretary

Earl Lachman

DOCUMENT No. 2959
RECORDED AT REQUEST OF

MAR 29 1957
18 MIN PAST 9 A.M.

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

FEE \$2.00 1st

RECORDED AT REQUEST OF

2959
Ocean Village Pipe & Supply Co.

ACCOMMODATION FILING. 436750

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Declarants, owners of all lots in Tract 20179 in the County of Los Angeles, State of California, as per map recorded in Book 609 Pages 96-100 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 20179 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 Olin Street, Los Angeles 34</u>
<u>Melvin Lachman</u>	<u>16656 Linda Terrace, Pacific Palisades</u>
<u>Earl Lachman</u>	<u>1174 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, 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. 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 sixty (60) feet at the front building set-back line, except in cul de sacs, Lots 13 and 16.

(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 garages, shall not be less than TW THOUSAND (2000) square feet and two story structures shall contain not less than 2000 square feet in the two floors, excepting on Lots 2, 3, 4, 5, 6, and 7.

(8) No more than one television or radio aerial shall be erected on any lot nor shall any 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.

(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) 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 14, both inclusive, shall be in full force and effect until December 31, 1978, at which time covenants contained in said Paragraphs 1 to 14, 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 due 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 judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Provided, also, that a breach of any of the foregoing covenants on 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:

OCEAN VILLAGE PIPE AND SUPPLY, INC.

By: Earl Lachman Pres.

By: Benjamin E. Lachman Secty.

Land Title Form 524 Rev 11-55 (Corporation)

STATE OF CALIFORNIA
COUNTY OF

Los Angeles

On February 6, 1957 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

Benjamin E. 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]

(Seal) Notary Public in and for said County and State.

My Commission Expires Nov. 5, 1957

DOCUMENT No. _____
RECORDED AT REQUEST OF

FEB 7 1957
53 MAR 8 AM

2390

FEE \$3.60 3H

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

32 ACCOMMODATION FILING A 30210
RECORDED AT REQUEST OF Ocean Village Pipe & Supply Co.