

RECORDED

2936

SECURITY TITLE INS. CO.

MODIFICATION OF

DECLARATION OF PROTECTIVE COVENANTS

THIS MODIFICATION OF DECLARATION OF RESTRICTIONS, made this 21st day of May 1964, by MARQUEZ KNOLLS INC. and BASIN BUILDERS CORPORATION as Declarant, owners of Lots 1 to 8 inclusive, Tract No. 26228, as recorded in Book 700 Pages 43 to 44 inclusive of Maps, in the office of the County Recorder of Los Angeles, State of California, hereby modifies the Declaration of Restrictions recorded in Book 1829 Page 536 of Official Records, which reads as follows:

FEE  
12.80  
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(7) The ground floor of the main structure exclusive of one-story, open porch and garage shall not be less than 2000 square feet and two-story structures shall contain not less than 2000 square feet on two floors.

is hereby modified and amended to read as follows:

(7) The ground floor of the main structure exclusive of one-story, open porch and garage shall not be less than 1800 square feet and two-story structures shall contain not less than 1800 square feet on two floors.

All other Covenants, Conditions and Restrictions contained in said Declaration are to remain as set forth in the original Declaration mentioned above.

MARQUEZ KNOLLS INC.

By: Melvin Lachman  
Melvin Lachman, President

By: Earl Lachman  
Earl Lachman, Secretary

BASIN BUILDERS CORPORATION

By: Earl Lachman  
Earl Lachman, President

By: Melvin Lachman  
Melvin Lachman, Secretary

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CALIF.  
5 Min. 9 AM MAY 25 1964  
RAY E. LEE, County Recorder

ACCOMMODATION FEE

2 A 16887-2

KNOW ALL MEN BY THESE PRESENTS: 3585

That the undersigned Declarants, owners of all the lots in Tract 26228 in the County of Los Angeles, State of California, as per Map recorded in Book 700 Pages 43-44 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:

FEE \$100

(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:

<u>Name</u>	<u>Address</u>
Ray Bullock	337½ Washington St., Venice, California
Melvin Lachman	16656 Linda Terrace, Pacific Palisades
Earl Lachman	337½ Washington St., Venice, California

SECURITY TITLE INS. CO.

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 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, 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 therein, 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, 1980. Thereafter, or by prior designation by the Architectural Committee, 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, 1995 at such time the powers and duties exercised

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by said Association shall cease and determine.

(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 outbuildings 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 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 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 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, barn 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 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 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 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 right of entry is reserved by the Declarants to trim any tree obstructing the view of any lot.

(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.

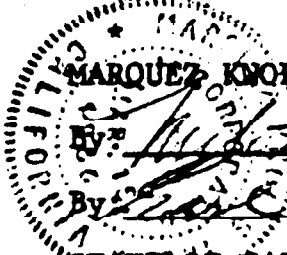
(13) No derrick or other structure designed for use in boring, mining or quarrying for water, oil or natural gas, or precious materials, shall ever be erected, maintained or permitted upon any lot of said Tract.

(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 slumpstone 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) Construction of a residence as provided by said Declaration of Restrictions on any of said lots must be commenced with 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.

(17) 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 [Signature] President

By [Signature] Secretary

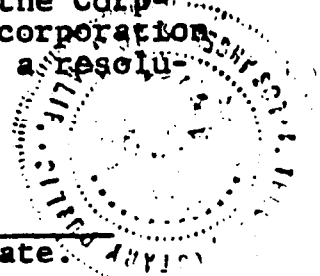
STATE OF CALIFORNIA } ss.  
COUNTY OF LOS ANGELES }

On June 13 1963 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,

[Signature]

Notary Public in and for said Count and State: [Signature]



SEAL

J. TELLEM  
Commission Expires Nov. 5, 1967

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CALIF.  
58 Min. Past 8 A.M. JUN 20 1963  
RAY E. LEE, County Recorder

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