

1448

When recorded mail to:
S/F Development Company
110 North Doheny Drive
Beverly Hills, California
90211

KNOW ALL MEN BY THESE PRESENTS:

That S/F Development Company, hereinafter called the Subdividers, as owners of Lots 1 through 173 inclusive of Tract 23762 in the County of Los Angeles, State of California, as per map recorded in Book 753, Pages 60 through 65 inclusive of Maps in the office of the County Recorder of said County, do hereby establish a general plan for the improvement and development of all of said Lots in said Tract, and do hereby establish the following provisions, condition, restrictions, and covenants upon said Lots in said Tract, or any interest thereon, all of which shall operate as covenants running with the land and shall inure to and pass with each of said Lots in said Tract, and shall apply to and bind the respective successors in interest of the present owner or owners thereof, and each thereof 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 wit:

FER \$4.40 4Q

- (1) All lots in said Tract shall be known and described as residential lots, and no structure shall be erected, altered, placed or permitted to remain on any building plot other than one detached single family dwelling and a private garage, except for such other structure which may be approved by the Architectural Committee as provided below.
- (2) An Architectural Committee is hereby appointed to pass upon all plans for dwellings and structures, including fences and walls, to be erected within the Tract, and no dwellings or structures shall be erected without prior approval of this Architectural Committee. The Committee shall consist of the following:

HERBERT S. FOND	SANFORD SPIELMAN
JEANNE FOND	LOIS SPIELMAN

Any two of the four shall be authorized to approve plans and to endorse thereon the approval of the Architectural Committee. In the case of the death or incapacity of any member of the Committee, the surviving members shall appoint a successor or successors until there are at least three (3) members. The Committee shall terminate two (2) years from the date of the recording of this Amendment unless they elect to continue at said time. The Committee may elect to continue for two (2) successive one (1) year periods, by a duly recorded written instrument. In the event the Committee does not elect to continue, a majority of the then record owners of the lots in said Tract shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee, or to restore to it, any of its powers and duties. The Committee shall be paid Seventy-five Dollars (\$75.00) to review plans which shall be presented for approval to the Committee at its office located at 110 North Doheny Drive, Beverly Hills, California, or as subsequently designated. In the event any legal action or claim is brought against or involving the Committee arising out of its duties hereunder, the moving party or parties shall pay all of the Committee's legal expenses, including Court costs, whether or not a suit is filed and regardless of Committee's liability.

OCT 19 1966

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RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.
-1- 58 Min. Past 8 A.M. OCT 19 1966
RAY E. LEE, County Recorder

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(3) No building, garage, fence or hedge, or any structure whatever shall be erected on any of said Lots unless the same conforms as to area, dimensions, setback lines, and in all other respects with the requirements of the appropriate City and/or County Authorities, and is approved by the Architectural Committee.

(4) The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1500 square feet for a one-story dwelling, nor less than 1800 square feet for a dwelling of more than one story, unless approved by Architectural Committee.

(5) No obstacles to vision such as, but not limited to the following: fences, hedges, trees, plants, bushes, barbecues, walls, pool equipment, etc., shall be constructed that is higher than six (6) feet above the house floor elevation on any single lot under any conditions, without the written consent of the Architectural Committee. The above referred to house floor elevations are determined by the final "as-built" staking by McIntire & Quiros, registered engineers, at 670 Monterey Pass Road, Monterey Park, California

(6) 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.

(7) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding erected on any of said lots shall be at any time used as a residence either either temporarily or permanently.

(8) 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.

(9) No part of any lot shall be used for raising or keeping thereon any animal, poultry, or other like small game or fowl for commercial purposes, but this shall not prohibit keeping dogs or cats as domestic pets.

(10) Each individual lot owner to be responsible for lot pad surface drainage. Said surface drainage shall carry all surface water to the streets on non-corrosive drainage devices, and no lot pad drainage will be allowed to drain on adjacent property.

(11) 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.

(12) No cantilevered decks or projections five (5) feet horizontally beyond top of slope will be allowed without approval from the Architectural Committee.

(13) All vacant lots will be kept free of weeds, debris or any content that is unsightly, by the record owner.

(14) Front yard landscaping will be commenced within sixty (60) days after occupancy of a home regardless of record owner. Said landscaping will include at least 20 five gallon plants, 20 one gallon plants, and at least 60% ground cover for total natural front ground area.

(15) No parking of commercial trucks or vehicles over 3/4 ton capacity, or house trailers.

(16) All swimming pool heating and pumping equipment will be fenced on all four sides at least five (5) feet high, and all trash facilities will be placed whereby they cannot be seen from the street or other lots.

(17) Slope grades shall not be altered or changed. Established drainage mechanisms shall be kept clean of debris and residue, and shall not be altered or changed in any way to obstruct or retard the flow of water.

The provisions, conditions, restrictions, and covenants hereinbefore contained shall be in force and effect until January 1, 1995, at which time they shall be automatically extended for successive periods of ten (10) years each, until an instrument signed by the then record owners of the majority of the said Lots has been recorded agreeing to change said provisions, conditions, restrictions, and covenants in whole or in part.

Breach of any said provisions, conditions, covenants and restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but such provisions, conditions, restrictions, and covenants shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

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

Dated: This 3rd day of August, 1966.

S/F DEVELOPMENT COMPANY
a Joint Venture composed of:

Mercury Builders, Inc.

By: 
Herbert S. Pond, President

Sanford Development Co.

By: 
Sanford Spielman, President

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