

DECLARATION OF RESTRICTIONS

TRACT 673

THIS DECLARATION, made this First day of January 1960, by Desert Shores Village a California Corporation, having its principal place of business in the City of Glendale, Los Angeles County, California, hereinafter referred to as the Declarant.

WHEREAS, the Declarant is the owner of that certain Tract 673, Imperial County, California as per map thereof recorded in Book 7 Page 36 of Final Maps, records of said County, and

WHEREAS the Declarant is about to sell, dispose of or convey the lots in said Tract No. 673 above described, and desires to subject the same to certain protective covenants conditions, restrictions (hereinafter referred to as "Conditions") between it and the acquirers and/or users of the lots in said tract.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Declarant hereby certifies and declares that it has established and does hereby establish general plan for the protection, maintenance, development and improvement of said Tract, that

THIS DECLARATION is designed for the mutual benefit of the lots in said Tract and Declarant has fixed and does hereby fix the protective conditions upon and subject to which all lots, parcels and portions of said Tract shall be held, leased, or sold, and/or conveyed by them as such owners, each and all of which is and are for the mutual benefit of the lots in said Tract and of each owner thereof, and shall run with the land and shall inure to and pass said Tract and each and every parcel of land therein, and shall apply to and bind the respective successors in interest thereof, and are and each thereof is imposed upon said Tract as a mutual, equitable servitude in favor of each and every parcel of land therein as the dominant tenement or tenements.

I. SAID CONDITIONS ARE AS FOLLOWS:

- A. That all of the lots within this Subdivision shall be designated as Single Residence lots and shall be improved, used, and occupied under Zone R-1 Regulations except the Well Lot, Lot 4 Block 5 Lot 1 Block 6 which shall be designated as Commercial use lots improved, used, and occupied under the Conditions hereinafter set forth under Zone C2 and R4 Regulations.
- B. Sale and Resale: None of the property in said tract, nor any part thereof, shall be sold or resold, transferred, assigned, encumbered, leased, rented or occupied except to members of the Desert Shores Village Club, a non-profit recreation association, or to a person who is a member of, or who has been elected to membership in, said Desert Shores Village Club.

II. GENERAL

- A. No building, fence, patio, or other structure shall be erected, altered, added to, placed, or permitted to remain on said lots or any of them or any part of any such lot until and unless the plans showing floor areas, external design and the ground location of the intended structure along with a plot plan and a checking fee in the amount of five dollars (\$5.00) have been first delivered to and approved in writing by the two (2) members of a "Committee of Architecture" which shall be initially composed of Oliver P. Stewart and John A. Lambie, provided that any vacancy on such committee caused by death, resignation, or disability to serve shall be filled on the nomination of the Desert Shores Village, Inc. It shall be the purpose of this committee to provide for the maintenance of a high standard of architecture and construction in such a manner as to enhance the aesthetic properties of the developed subdivision. Notwithstanding other requirements imposed, this committee shall require not less than twelve hundred (1,200) square feet of floor area for any single family residence INCLUDING carport, garage, covered porches, covered contiguous patios, etc., with a minimum floor area of eight hundred (800) square feet for living area in the dwelling portion of the structure. All structures shall basically be of ONE LEVEL construction and no 2-story structure shall be permitted unless, in the opinion of the Committee of Architecture such a structure conforms to the over-all design and pattern of development. On commercial structures submitted for approval this committee may require changes, deletions, or revisions in order that the architectural and general appearance of all such commercial buildings and grounds be in keeping with the architecture of the neighborhood and such as not to be detrimental to the public health, safety, general welfare and architectural appearance effecting the property values of the community in which such use or uses are to be located.
- B. It shall remain the prerogative and in the jurisdiction of the "Committee of Architecture" to review applications and grant approvals for exceptions to this declaration. Variations from requirements and, in general, other forms of deviation from those restrictions imposed by this declaration, when such exceptions, variances and deviation do, in no way, detract from the appearance of the premises, nor in any way be detrimental to the public welfare or to the property of other persons located in the vicinity thereof, in the sole opinion of the Committee.
- C. Sewage Disposal: All buildings shall have a septic tank with a minimum liquid capacity of 750 gallons and subsurface disposal field, all constructed in accordance with minimum requirements of the Imperial County Health Department for Individual Sewage Disposal Systems. Such septic tanks and disposal fields shall be installed in the rear yard, unless otherwise specified. In the Event additional leaching areas become necessary, they may be located in the front yard and properly connected to that in

in the rear. Multiple unit family dwellings shall have a separate septic tank and leaching area for each unit.

- D. Eaves: Under no circumstances shall the eaves of any building to be used for residential purposes, including any garage forming an integral part of said residential building, and erected on any lot in said tract, extend or be located nearer than two (2) feet, from any side lot.
- E. Subdivision of Lots: No single residence lot or parcel of land shall be divided into smaller lots or parcels under any conditions or circumstances, whether for lease, sale or rental purposes.
- F. Storage of Materials: In any building project, during construction and sixty (60) days thereafter, property in residential zone may be used for the storage of material used in the construction of the individual buildings in progress and for the contractor's temporary office. Said construction period shall not exceed ninety (90) days, unless specifically approved by the Committee of Architecture.
- G. Livestock: A person shall not keep or maintain any live pig or hog or livestock or goats, cows or fowl of any age in any residential zone, whether such animals are kept or maintained for the personal use of the occupants or otherwise.
- H. Temporary Buildings: No temporary buildings, basement, cellar, tent, shack garage, barn or other out building or structure shall, at any time, be used for human habitation, temporarily or permanently.
- I. Trailer use: A trailer may be used as a residence of the owner and his family during construction by such owner of a permanent residence, but only after approval has been gained from the Architectural Committee for such residence, but in no event shall said trailer be used in the aggregate longer than ninety days.
- J. Building Exterior: The exterior portions of all buildings, which are constructed of wood, stucco or cement shall be painted or stained immediately upon completion or shall have color mixed in the structural application.
- K. Plumbing: Residences shall have complete and approved plumbing installations before occupancy.
- L. Temporary Offices: A temporary Real Estate Tract office may be constructed for the purpose of conducting the sale of property in the subdivision, for a period not to exceed one year, provided such tract office is not used for conducting general real estate business. Any structure, used for such purpose, shall, at the end of such one year period, be either removed or used for a

purpose permitted in the zone it is located if approved by the Architectural Committee.

- M. Storage of Tools and Trash: The storage of tools, land scaping instruments, household effects, machinery or machinery parts, empty or filled containers, boxes, or bags, trash, materials or other miscellaneous items that shall, in appearance, detract from the aesthetic values of the property, shall be so placed and stored to be concealed from view from the public right of way. Trash for collection may be placed on the street line on regular collection days for a period not to exceed eighteen hours prior to pick up.
- N. Fences: No fence, wall or hedge shall be built, erected, placed, or grown or permitted upon any of the lots or building sites in said tract within the established front or side street setback lines herein provided for, nor over six (6) feet high on other portions of said lots or building sites.
- O. Landscaping: No portion of any lot or plot of land between the street line and the main residential building or structure thereon shall be used for the planting or growing of garden vegetables all front yards landscaping (i.e. lawns, shrubs, trees, flower and other plants) including all areas within the sidewalk lines, shall be kept and maintained by the owner in a good manner without right of removal, replacement or substitution as to sidewalk or street area trees, except by written permission of the Architectural Committee.
- P. Moved Buildings: No building constructed elsewhere shall be moved to or be placed on any lot or portion of said tract.
- Q. Nuisances:
1. No noxious or offensive activity shall be carried on upon any portion of said Tract, nor shall anything be done thereon which may become an annoyance or nuisance to any occupants in the area or to the neighborhood.
  2. No enterprise is permitted, which produces or causes any dust, gas, smoke, noise, fumes, odors or vibrations, which are or may be detrimental to other property in the tract or to the welfare of occupants thereof.
  3. No oil drilling, oil development or storage operations or facilities (other than for a retail gas station) mining or quarrying operations, nor mineral excavation of any kind shall be permitted on or from the surface of any of said property. No water wells, tanks or shafts shall be permitted on or from the surface of any said property except with the prior written consent of the Architectural Committee.

R. Occupancy During Construction:

1. No building or structure constructed or erected upon any lot or building site in said tract shall in any manner be occupied while in course of construction, nor until made to comply with all the provisions hereof, nor shall said building when completed be used for any purpose other than uses as hereinbefore provided, and work of the constructing any building or structure shall proceed diligently and continuously until same is fully completed.
2. An residence or other building in said subdivision, the construction of which has been started, shall be completed without delay, except when such delay is caused by Acts of God, strikes, actual inability of the owner to procure deliveries of necessary materials, or by interference by other persons or forces beyond the control of the owner. Financial inability of the owner or his contractor to secure labor or materials or discharge liens or attachments shall not be deemed a cause beyond his control.
3. In the event of cessation of construction or any building for a period of 120 days, where such interruption is not excused by the provisions hereof, the existence of such incompleted building shall be deemed to be a nuisance, and Association shall have the right to enter upon said incompleted premises and remove the same, or carry such construction forward to completion, and the costs and expenses incurred in connection with such removal or completion shall constitute a lien upon said property under the Mechanic's Lien Law of the State of California such lien to attach as of the time of the commencement of the work so undertaken to complete such construction and may be enforced in the manner provided for the enforcement of mechanic's liens.

S. Building Height Limitation: All structures shall be of ONE-LEVEL construction unless as otherwise provided for under GENERAL of these restrictions.

III. Definitions and Use Classifications:

- A. As used in this declaration "Zones" means zones, R-1, R-4 and C-2.
- B. A person shall not use any premises in any zone, which is designed, arranged or intended to be occupied or used for any purpose, other than expressly permitted in this declaration.

ZONE R-1 REGULATIONS

IV. PROPERTY IN ZONE R-1 MAY BE USED FOR:

- A. As Single family residence together with outbuilding.

V. VEHICLE STORAGE:

Every dwelling or other structure in Zone R-1, designed for or intended to be used as a dwelling, shall have on the same lot or parcel of land automobile storage space conveniently accessible from the street and not located any place where the erection of a structure is prohibited. This space shall be sufficient capacity so as to not exceed maximum vehicle storage requirements as outlined above.

VII. SIGNS:

No person shall cause to be erected a sign, advertisement, billboard or advertising structure of any kind of any of the unimproved residential lots, except that a temporary permit, limited to a ninety-day period, for signs for houses to be sold or exhibited be first obtained by application to the Architectural Committee. The Architectural Committee may approve the location of these signs within the front set-back of the lot.

VIII. ZONE R-4 REGULATIONS.

A. Property in Zone R-4 may be used for unlimited residence including:

1. Any use permitted in Zone R-1.
2. Apartments or bungalow courts providing there is a minimum of five hundred (500) square feet of living area for each one-bedroom unit, or not less than six hundred (600) square feet of living area for each two-bedroom unit, in addition to a minimum floor area of four hundred (400) square feet of attached garage, attached carport, covered porches or covered contiguous patios.

IX. Zone C-2 REGULATIONS:

1. Property in Zone C-2 may be used for the following:

- A. Any use permitted in Zone R-4.
- B. Retain stores, shops, or businesses, including, but not limited to those listed in the following:
  - (1) Antiques
  - (2) New automobiles
  - (3) Automobile courts
  - (4) Automobile parts
  - (5) Bakeries, retail
  - (6) Banks
  - (7) Bars (no dancing)
  - (8) Barber shop
  - (9) Cafes or restaurants (no dancing or entertainment)
  - (10) Clothing

- (11) Clubs
- (12) Cocktail lounge (no dancing)
- (13) Comfort stations
- (14) Drug store
- (15) Dyeing, retail dyeing and cleaning agency and pressing only
- (16) Employment agency
- (17) Escourt Bureaus
- (18) Fine arts galleries
- (19) Food market
- (20) Furniture store (new only) retail
- (21) Furrier shop
- (22) Gasoline filling stations, providing that no garage or mechanical repair or tire re-building or automobile washing areas of more than five hundred (500) square feet is used.
- (23) Greenhouses
- (24) Grocery Store, retail
- (25) Hardware Store, retail
- (26) Ice Cream. The freezing of ice cream or ice milk, or both, and its retail sale from a dispensing machine.
- (27) Self Service Laundry (self operated and automatically equipped.)
- (28) Liquor stores (retail)
- (29) Manufacturers agent, carrying no inventory other than supplies.
- (30) Nurseries for flowers, plants, and shrubs
- (31) Office Buildings
- (32) Parking Lots, providing no motor vehicles are parked within set back areas
- (33) Retail store
- (34) Theatre

2. Sale, at retail only, of:

- A. Feed
- B. Grain
- C. Monuments, tombstones, flagstone or any other architectural masonry, brick or tile.

3. Stores or shops for the conduction of retail or wholesale business, including, but not limited to:

- A. Auction house
- B. Bird or pet shop
- C. Plumbing shop, if outside storage of pipe or fixtures or both, if any, be enclosed with a solid fence, not less than six (6) feet in height.
- D. Automobile trailer park
- E. Billiard hall and/or bowling
- F. Boxing or sports arena
- G. Commercial carnival show operated at one particular location not longer than one week in any six-month period.
- H. Frozen food locker

- I. Furniture re-upholstering
- J. Public garages
- K. Gas distribution depot of a public utility or company selling and distributing gas.
- L. Glass etching, beveling and/or silvering in connection with the sale of glass.
- M. Gymnasium
- N. Hospitals
- O. Commercial launders
- P. Mortuaries
- Q. Pool halls
- R. Printer or publisher or both
- S. Skating rinks
- T. Tire re-treading
- U. Trailer rentals
- V. Truck or automobile rentals
- W. Truck or transfer companies
- X. Light manufacturing on the ground floor only, incidental to the retail sale of goods from the premises, providing:
  - 1. Seventy-five percent or more of the total ground floor area of the premises shall be used for retail sales, display of goods and office space.
  - 2. A commercial appearance shall be maintained by office or window display space or both, across all the street frontage of the building.
- Y. The manufacture of clothing, providing:
  - 1. Not more than one hundred (100) individuals are employed therein.
  - 2. Adequate area for off street parking is provided for all employees.
  - 3. A commercial appearance shall be maintained by office or window display space or both, across all of the street frontage of the building.
  - 4. Off-street loading and unloading space is provided and so located that there will be no interference with the free flow of traffic on any street, highway or alley.
- Z. The manufacture of ceramics, if the total volume of the kiln space does not exceed sixteen (16) cubic feet.
- AA. Automobile repair garages, if all operations are conducted within a building.
- BB. Other similar enterprises of businesses falling within this category but not specifically mentioned, shall be subject to the approval of the Committee of Architecture.
- CC. Signs and advertising structures shall be limited to one per lot or business and forty-two square feet in area unless approved by the Architectural Committee.

These conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1970. Said Conditions and Covenants shall be automatically extended by successive periods of ten (10) years, unless by vote of the owners of a majority of the lots in said tract, it is agreed to change said Conditions in whole or in part.

PROVIDED, FURTHER, that if any paragraph, section, sentence, clause or phrase of the restrictions, conditions, and covenants herein contained shall be or become illegal, null, or void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained shall not be affected thereby. It is hereby declared that these restrictions, conditions, and covenants herein contained would have been and are imposed and each paragraph, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more other paragraphs, sections, sentences clauses or phrases are or shall become or be illegal, null, or void.

PROVIDED, FURTHER, that if any owner of any lot in said property or his heirs, or assigns, shall violate or attempt to violate any of the conditions, covenants and/or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said property to prosecute an proceeding at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants, and /or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

PROVIDED, FURTHER, that a breach of any of the foregoing conditions, covenants, and/or restrictions shall not defeat or render invalid the lien of any mortgage, or deed of trust in good faith, and for value, as to said property or any part thereof; but such conditions, covenants, and/or restrictions shall be binding upon and effective against any owner of any lot or lots in said property whose title is acquired by foreclosure, trustee's sale, or otherwise.

IN WITNESS WHEREOF, DESERT SHORES VILLAGE has caused its corporate name and seal to be hereunto affixed by its officers thereunto duly authorized this 1st day of January, 1960.

(Owner) DESERT SHORES VILLAGE

By Oliver P. Stewart  
President

By John A. Lambie  
Secretary-Treasurer