

RECORDING REQUESTED BY
Title Insurance and Trust Company

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JOHN W. PETERSON

DECLARATION OF RESTRICTIONS
TRACT NO. 766, COUNTY OF IMPERIAL

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THIS DECLARATION, made this 25th day of October, 1966, by GRAYCO LAND ESCROW, LTD., a Corporation Trustee, having its principal place of business in the City of Pasadena, Los Angeles County, California, hereinafter referred to as the Declarant.

WHEREAS, the Declarant is the owner of that certain Tract No. 766, Imperial County, California, as per plat thereof recorded in Book 11, Pages 10, Final Maps, Records of said County, and

WHEREAS, the Declarant is about to sell, dispose of, or convey the lots in said Tract No. 766, 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.

SAID CONDITIONS ARE AS FOLLOWS:

I. GENERAL

That all lots shall be designated as single family residence lots and shall be improved, used, and occupied under the conditions set forth under Zone R-1 Regulations.

In the event that any of the provisions of this Declaration conflict with any of the sections of Ordinance No. 249, County of Imperial, the more restrictive of the two shall govern.

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II. COMMITTEE OF ARCHITECTURE

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 first been delivered to and approved in writing by any two (2) members of a "Committee of Architecture" which shall initially be composed of Joe D. Brown, Daniel Weber, and Robert Calhoun, provided that any vacancy on such committee caused by death, resignation, or disability to serve shall be filled on the nomination of GRAYCO LAND ESCROW, LTD.. It shall be the purpose of this committee to provide for the maintenance of a high standard of architecture and construction in such manner as to enhance the aesthetic properties of the developed subdivision. Notwithstanding other requirements imposed, this committee shall require not less than twelve hundred square feet (1,200) 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 two-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. All structures shall conform to the requirements of the Uniform Building Code, Uniform Plumbing Code, and the National Electric Code, current editions.

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- 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 deviations from these restrictions imposed by this declaration, when such exceptions, variances and deviations do, in no way, detract from the appearance of the premises, nor in anyway 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".

III. RESIDENTIAL ZONE - GENERAL

DEFINITION
"RESIDENTIAL
ZONE"

- A. As used in this declaration, "Residential Zone" means Zone R-1 as defined in Ordinance No. 249, County of Imperial, unless otherwise stated in this declaration.

USE OF
PREMISES

- B. A person shall not use any premises in any residential zone, which is designed, arranged or intended to be occupied or used for any purpose, other than expressly permitted in this declaration.

STORAGE
OF
MATERIALS

- C. In any building project, during construction and sixty (60) days thereafter, property in a residential zone may be used for the storage of materials used in the construction of the individual buildings in project and for the contractor's temporary office. Said construction period shall not exceed ninety (90) days, unless specifically approved by the Committee of Architecture.

LIVESTOCK

- D. 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.

ADVERTISING

- E. No person shall cause to be erected a sign, advertisement billboard or advertising structure of any kind on any of the unimproved 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 setback of the lot.

TEMPORARY
BUILDINGS

- F. No temporary building, basement, cellar, tent, shack, garage, barn, or other outbuilding or structure shall, at any time, be used for human habitation, temporarily or permanently.

TRAILER
USE

- G. 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 longer than ninety (90) days.

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BUILDING
EXTERIOR

H. 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 final structural application.

PLUMBING

I. Residences shall have complete and approved plumbing installations before occupancy. Such plumbing shall conform to the requirements of the Uniform Plumbing Code, current edition.

TEMPORARY
OFFICES

J. A temporary Real Estate Tract Office, for the purpose of conducting the sale of property in the subdivision, upon which such office is located, for a period not to exceed one (1) year, provided such tract office is not used for conducting a general real estate business. Any structure, used for such purpose, shall, at the end of one (1) year period, be either removed or used for a purpose permitted in the zone in which it is located.

STORAGE OF
TOOLS AND
TRASH

K. The storage of tools, landscaping 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 at the rear alley line on regular collection days for a period not to exceed eighteen (18) hours, prior to pick-up.

ZONE R-1 REGULATIONS

R-1 ZONE
USES

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

1. A single family residence, together with outbuildings customary to such use, located on the same lot or parcel of land, including:
 - a. A private garage with a capacity not to exceed three (3) automobiles.
 - b. A boat repair or storage building for the personal use of the occupant.
 - c. A childrens' playhouse.
 - d. Lath or greenhouse.
 - e. Tool houses.
 - f. Hobby shops not used commercially.

2. Churches, temples, or other places used exclusively for religious worship shall be permitted within this zone upon approval of location and development plans by the "Committee of Architecture", and also upon the granting of a conditional use permit by the County Planning Commission.

AUXILIARY
USES

3. The following auxiliary uses, if they do not alter the character of the premises as single family residences:
 - a. One detached guest house on the same premises as and not less than twenty (20) feet from the Main Building for the use of temporary guests of the occupants of the premises, if such quarters have no kitchen or kitchen facilities and are not rented or otherwise used as a separate dwelling.

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FENCES

- b. Fences, walls, or hedges may be erected, started or maintained to a height of 72" above the adjacent grade when used as a property line or boundary separation, except that no fence, wall, or hedge may be used for this purpose in the front set-back area of a lot in excess of 12" above the adjacent grade.

FRONT YARD SETBACK

B. BUILDING SETBACKS:

- 1. Front yard setbacks shall conform to a minimum depth of twenty-five (25) feet and a maximum depth of thirty-five (35) feet from the front property line to the farthest structural projection, including eaves, overhangs, porches or any building or structure.
- 2. A side yard shall be maintained of at least five (5) feet in depth from all side property lines to the building line of any structure, with a minimum clearance of 30" from eaves or other projections to the side property line. EXCEPT on corner lots which shall maintain a minimum setback of twelve (12) feet or a maximum thirty-five (35) feet from the side street line. An attached garage, a detached garage, or other auxiliary buildings or structures, not intended or used for human habitation, shall be located to provide a minimum 12" clearance from the side property line to eaves or other projections, when the auxiliary building or structure is a minimum of twenty (20) feet to the rear of the front wall of the residence nearest the street if attached, or forty (40) feet to the rear of the residence nearest the street, if detached.
- 3. A rear yard shall be maintained of at least twenty-five (25) feet from the property line to the furthest structural projection, excepting fences, walls, and hedges when used as a boundary line separation.

SIDE YARD SETBACK

REAR YARD SETBACK

C. 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 space conveniently accessible from the street or alley. This space shall be of sufficient capacity so as to not exceed maximum vehicle storage requirements as outlined above.

VEHICLE STORAGE

D. SUBDIVISION OF LOTS:

No 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.

E. REQUIRED LAND AREA:

A person shall not erect, construct, occupy, or use more than one (1) single family residence on any parcel of land or lot.

F. BUILDING HEIGHT LIMITATION:

All structures shall be of one-level construction unless as otherwise provided for under GENERAL of these restrictions.

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PROVIDED, FURTHER, that if any paragraph, section, sentence, clause, or phrase of the restrictions, conditions, and covenants here 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, any proceedings at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants, and/or restrictions and either 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, GRAYCO LAND ESCROW, LTD. has caused its corporate name and seal to be hereunto affixed by its officers thereunto duly authorized this 5 / day of October, 1966.

GRAYCO LAND ESCROW, LTD.

By: Robert A. Gray
Robert A. Gray

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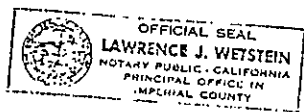
TO 449 C
(Corporation)

STATE OF CALIFORNIA
COUNTY OF Imperial

On October 31, 1966 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert A. Gray known to me to be the President of Grayco Land Escrow, Ltd. 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 (if more than one), and acknowledged to me that such corporation exists and that the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature: Lawrence J. Wetstein
Lawrence J. Wetstein
Name (Typed or Printed)



LAWRENCE J. WETSTEIN
My Commission Expires May 1, 1970
(This area for official notarial seal)

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