

LOS ANGELES OFFICE
Room 310, Spring Arcade Building
SAN DIEGO OFFICE
615 Orpheum Theatre Building

EDMUND G. BROWN, Governor
STATE OF CALIFORNIA
Division of Real Estate
W. A. SAVAGE, Commissioner
MAIN OFFICE
1015 L Street, Sacramento 14

SAN FRANCISCO OFFICE
1182 Market Street
OAKLAND OFFICE
1815 Telegraph Avenue
FRESNO OFFICE
308 Rowell Building

**FINAL
SUBDIVISION PUBLIC REPORT**

ON
DESERT SHORES UNIT NO. 2-B
Tract No. 662
Imperial County, California
Res. No. 2271-SD

Prospective Purchasers Should Read This Report Before Buying!

This Report Is Not an Approval or Disapproval of This Subdivision

It reflects information presented by the subdivider of the above-subject tract and other information obtained by the Division of Real Estate in its investigation and examination of said tract. This report is issued in accordance with the provisions of Sections 11010 and 11018 of the Business and Professions Code of the State of California. Subdivision reports are issued by the Commissioner on subdivisions for the purpose of preventing fraud, misrepresentation or deceit. The Real Estate Commissioner does not regulate or govern the size of parcels, drainage, sanitation, water, and the physical aspects of subdivisions. All such matters are regulated and passed on by the local public bodies and officials.

Seller Should Note the Following:

Rule No. 2795 of the Commissioner's Rules and Regulations (Chapter 6, Title 10, California Administrative Code) requires that:

- (1) a true copy of this report must be given to the prospective purchaser;
- (2) the prospective purchaser must be given an opportunity to read this report before a deposit is taken or an agreement of sale is executed;
- (3) a receipt must be taken from the buyer showing not only that he received a copy but that he had an opportunity to read it before buying; and
- (4) the receipts so taken must be kept available for inspection by the Commissioner or his deputies.

DATE OF THIS REPORT: May 4, 1959

SPECIAL NOTE: This subdivision faces on the west side of the Salton Sea, part of which now lies below the existing sea level, and the subdivider advises is to be hydraulically filled to an elevation of a minus 220 feet below sea level, will have streets and canals, is subject to flooding and drainage easements, and according to the subdivider, a non-profit corporation known as, "Desert Shores Marina Improvement Association", has been formed to handle whatever canal maintenance there might be and in which all property purchasers in this subdivision are to become members. Purchasers should investigate the functions of this corporation and any liability or assessments involved concerning purchasers.

No information has been furnished to the Division of Real Estate that the canals will be shored up or retaining walls installed.

Information on file indicates that no building permits will be issued by the County of Imperial until the sewage system and water systems have been completed.

Your attention is especially directed to the paragraphs below headed (X) RESTRICTIONS AND OTHER MATTERS OF RECORD, (X) STREETS AND CANALS, (X) WATER, (X) SEWAGE DISPOSAL, (X) FLOOD AND DRAINAGE, (X) FILLED GROUND, (X) FIRE PROTECTION, (X) DESERT WIND AND RAINS.

LOCATION: This subdivision is located in Imperial County on the west side of the Salton Sea, between the Salton Sea and Highway 99. It is about 25 miles southeast of Indio. Its distance from settled areas may cause financing and construction difficulties. It consists of approximately 65 acres divided into 248 parcels.

SUBDIVIDER: Convertaplane, Inc., a California corporation.

PURCHASE MONEY HANDLING: This subdivision is subject to encumbrances and the subdivider has filed certain release clauses as compliance with Section 11013.1 of the Business and Professions Code. This report is issued on condition that sales contracts that will qualify with the release provisions submitted will be used and that any conveyances of legal title by deed will be free and clear of any blanket encumbrances.

(X) RESTRICTIONS AND OTHER MATTERS OF RECORD: Purchasers should investigate all of the easements, conditions, reservations and restrictions that may run with the land, including city or county zoning restrictions. Copies of those items which are "recorded" may be inspected at the office of the Imperial County Recorder. Information about zoning may be obtained at the office of the Imperial County Planning Commission.

A Preliminary Report of Title on file indicates there exists: "...The perpetual right to overflow, flood or pond water, resulting from changes in the level of the Salton Sea, upon and across so much of the herein described property as lies below the minus 220 foot contour level, as granted to the Imperial Irrigation District and County of Imperial by Deed recorded February 11, 1958, as Document No. 34, and by Deed recorded June 26, 1958, as Document No. 21.

"An easement for drainage 20 feet in width over and across said property as shown on the Map of Desert Shores Unit No. 2, recorded in Book 2, at page 15 of Final Maps, records of Imperial County. The center line of said easement being the Easterly extension of the center line of Monterey Avenue, as shown on said Map.

"An Easement appurtenant to all contiguous, adjoining or other lands in Desert Shores Unit No. 1, No. 2 and No. 3, that the land herein described shall receive any and all water coming thereupon, both which normally flows thereupon, or which comes upon said land from subdivision operations or other artificial means."

Subdivider has also indicated that all rights to water, oil and natural gas underlying the land are reserved to subdivider.

(X) STREETS AND CANALS: Streets within this subdivision have been offered for dedication for public use and have been accepted by the county. The canals, as shown on the map of this tract, have not been accepted by the County.

(X) WATER: There is not now a regular piped water supply to this tract. Untreated water from local wells is not suitable for drinking or cooking because of excessive fluorides and other salts. State Department of Public Health advises that plans have been submitted for additions to the existing system and will consist of a piped, dual water system to this tract, one for drinking and cooking purposes, and the other for sanitation.

Salton Community Services District advises that: "Financial arrangements satisfactory to the District have been made for the installation of the water system in subject tract.

"Upon installation as per agreement and subject to extension of our permit by the State Health Department, we will serve each and every lot upon demand subject to rules and regulations to the District then in effect."

UTILITIES: The subdivider advises that utility services are available, subject to company extension rules and regulations, from the following companies:

| | |
|--------------|---|
| Electricity: | Imperial Irrigation District. |
| Gas: | No public gas lines available. |
| Telephone: | Coachella Valley Home Telephone & Telegraph Co. |

Purchasers should contact the above companies regarding service connections and the costs involved, which may include line extensions.

(X) SEWAGE DISPOSAL: The subdivider advises that a sewer system, including a disposal plant, will be installed within one year at subdivider's expense, excepting the cost of sewer extension to the house which shall be at the expense of lot purchaser.
The Imperial County Department of Public Health advises that, "...Soil conditions are unsuitable for individual sewage disposal systems; therefore, the subdivider proposes to install a central sewerage works. He has agreed in writing to construct such sewerage works in accordance with the requirements of the State Department of Public Health and Imperial County. Plans shall be approved prior to beginning construction."

(X) DESERT WIND AND RAINS: Heavy winds blow from time to time in all desert regions in California, and this may or may not prove detrimental to this subdivision. During certain periods of the year heavy rains may occur in desert regions of California. Damage may result to property along natural drainage courses which have not been protected by sufficient flood control measures.

MISCELLANEOUS: The subdivider advises that it is approximately 25 miles to the nearest high school, 10 miles to the nearest grammar school, and 25 miles to the nearest community shopping center.

He also advises that school bus service is available to both schools, and that available public transportation consists of Flag Stop - Greyhound bus at gate 1/2 mile from subdivision.

Purchasers should contact the local School Board regarding school facilities and bus service.

(X) FIRE PROTECTION: Salton Community Services District advises: "...The Desert Shores Community Services District has been formed to furnish fire protection and other services in this area. The District, at present, has no fire fighting equipment.
"Subdivider of subject tract will install fire hydrants as per the District's specifications as part of his water system agreement."

CONTRACTS OF SALE: The subdivider has indicated that sales may be made on long term contracts of sale. These contracts contain many provisions of importance to purchasers. Prospective purchasers should read and understand their terms before signing them.

(X) FILLED GROUND: Subdivider's engineer advises: "The filled areas in Tract No. 662 vary from approximately one foot on the westerly edge to approximately 15 feet on the easterly edge.
"All fills within the subject tract will be made by dredging which will be compacted to 90 or more per cent of maximum density."

(X) FLOOD AND DRAINAGE: Subdivider's engineer advises, "... There are two items of flood hazard to be considered:

1. The possible inundation from the rising waters of Salton Sea. It is proposed to grade the building sites on all lots in this subdivision up to an elevation of a minus 220 feet below sea level and this elevation is the lower limit that the Imperial County Irrigation District and Imperial County will allow subdivisions without granting flood control easements to the district and the county. The minus 220 feet contour is about fourteen feet above the present surface of the Salton Sea and has been generally accepted as being a safe level to prevent inundation.

2. The second source of flood hazard would be from land draining from the Santa Rosa Mountains to the Salton Sea. The particular subdivision lies directly northeast of "Travertine Rock" which is a projection of the Santa Rosa Mountains which divides the drainage in such a manner that there is very little drainage area contributory to this subdivision, and there has been provided across this subdivision a 100 foot easement for Arroya Wash which is more than ample to provide for all possible waters crossing this area.

The conclusion is that the land is reasonably free from flood waters."

Note: The flooding easement above referred to has been granted as shown in the hereinabove paragraph entitled Restrictions and Other Matters of Record.

The Division of Real Estate has no engineering personnel to make independent judgments on the suitability of filled ground or drainage arrangements. Purchasers should make further inquiry of the subdivider or local government officials.

(Signed) W. A. SAVAGE
REAL ESTATE COMMISSIONER
OF CALIFORNIA

FD:ls:ab

-4- of 4 pages

RES NO 2271-SD

DECLARATION OF CONDITIONS AND RESTRICTIONS

OF

DESERT SHORES MARINA, TRACT NO. 662

THIS DECLARATION, made this 1st day of February, 1959, by CONVERTAPLANE, INC., a California Corporation, herein called the "DECLARANT",

WITNESSETH:

WHEREAS, the Declarant is the owner of that certain Tract No. 662, Imperial County, California, as per plat thereof recorded in Book 6, Page 29 in records of said County, and

WHEREAS, Declarant is about to offer said lots for sale and desires to establish and impose a general plan for the improvement, development, use and occupancy of said property and each and every part thereof, all of which shall be binding on and inure to the benefit of the owner and future owners of said lots and all thereof, in order to enhance their value, desirability and attractiveness and to subserve and promote the sale thereof;

NOW THEREFORE, Declarant hereby declares that said lots and each of them, are held and shall henceforth be sold, conveyed, used, improved, occupied, resided upon, hypothecated, and held upon and subject to the manner, provisions, conditions, restrictions, agreements and covenants between Declarant and the several purchasers and subsequent owners thereof, and their and each of their heirs, personal representatives, successors and assigns, all of which provisions, conditions, restrictions, agreements and covenants are and each of them is, impressed and imposed upon each and every parcel of said property as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements as follows, to-wit:

All of the said restrictions, conditions, covenants, provisions and agreements are made for the mutual and reciprocal benefit of each and every lot shown on said Map, and are intended to create mutual equitable servitudes upon each of said lots in favor of every other lot shown on said Map, to create reciprocal rights between the respective owners of all of the lots shown on said Map, and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall as to the owner of each lot in said tract, his heirs, successors or assigns, operate as covenants running with the land for the benefit of all other lots in said tract and their owners.

SAID CONDITIONS ARE AS FOLLOWS: GENERAL

1. That Lots 1 and 2 of Block 2, Lots 1, 2, 38, 39 of Block 4, Lots 11 thru 17 inclusive of Block 5, Lots 1, 2, 43, 44 of Block 6, Lots 18 and 19 of Block 7, Lots 1 thru 9 inclusive of Block 8 shall be designated as C-2 commercial lots and shall be improved, used, and occupied for commercial purposes under the conditions hereinafter set forth under Zone C-2 Regulations. That all the remaining lots shall be designated as single residence lots and shall be used, occupied or improved for single residence purposes.

2. Said dwelling houses must follow types of architecture and design acceptable to the Architectural Board which shall be appointed by Declarant. In addition to the residence structure, swimming pools, walls, fences, and landscaping may be installed subject to approval of plans by the Architectural Board.

3. That no professional office, business or trade of any kind shall be conducted in any building or any portion of any lot or building site in said subdivision herein designated as a residential lot.

4. That no building shall be erected on any lot nearer than twenty (20) feet to the front lot line and no building shall be erected on any lot other than business lot nearer than five (5) feet to either side of lot line except on corners where no building shall be erected on any lot nearer than twenty (20) feet to the side street line.

5. That no fence, wall or hedge shall be erected, started or maintained across the width of any lot except at the front building set back line provided that any such fence, wall or hedge extending along either side lot line shall not extend nearer than ten feet (10) to the canal water line.

25 IMPERIAL COUNTY
PLANNING DEPT.

6. That no rear cross fence, wall or hedge shall be built, except that patio enclosures near the rear of dwelling may be permitted after approval of the Architectural Board.

7. That all boat docks must be approved by said Architectural Board. In no case shall docks extend more than twenty five (25) feet into the canal from the shore line. All docking facilities for boats longer than twenty five (25) feet must be parked parallel to the shore line and in no case shall dock or boat extend beyond twenty five (25) feet from the shore line.

8. No buoys or floating markers, cables, swimming nets, etc., are permitted beyond twenty five (25) feet from the shore line.

9. No swimming in the canals is permitted unless a swimming net is installed and swimming is restricted to within twenty five (25) feet from the shore line.

10. That no boat launching is permitted from R-1 lots except that upon written approval of the Architectural Board a boat house of suitable design and appearance may be built so that small boats may be stored under shelter and lifted free of the water by a suitable means.

11. That no changing of the canal shore line is permitted for any reason whatsoever without prior written approval of the Architectural Board.

12. Neither the undersigned nor any architect or agent of the undersigned shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans or such specifications.

13. No buildings or improvements of any kind constructed or placed upon any of said lots thereafter shall be moved without the prior written approval of Declarant.

14. Every principal residence constructed on any lot shall have not less than one thousand (1,000) square feet of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages or carports).

15. Declarant may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein, provided this may be done in conformity with the intent and purposes hereof and also provided in every instance that such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood.

16. No horses, cattle, sheep, goats, pigs, rabbits, poultry, or other livestock of any description shall be kept or maintained on any part of said property, with the exception of dogs, cats, or other animals which are bonafide household pets and which do not make objectionable noises nor otherwise constitute a nuisance or inconvenience to any of the residents of adjacent property, whereupon the persons having same in custody forthwith shall remove same from the properties.

17. No walls, coping, fences, hedges or plantings (other than grass) will be permitted on the street frontage beyond the setback line unless permission is granted by Architectural Board. No walls, fences or hedges will be permitted between residence and canal frontage unless permission is granted by Architectural Board.

18. Any building placed, erected or maintained upon any lot in the tract shall be entirely constructed thereon, and same shall not nor shall any part thereof be moved or placed thereon from elsewhere, except with the express written consent of the Declarant.

19. No derrick or other structure designed for use in boring for water, oil, or natural gas shall be erected, placed or permitted upon any part of said property, nor shall any water, oil or natural gas be produced or extracted therefrom except by Declarant. All rights to water, oil and natural gas underlying same are reserved to Declarant.

20. No advertising or signs of any character shall be erected, placed, permitted or maintained on any lot or any building within the tract, other than a name plate of the occupant and a street number.

21. No elevated tanks of any kind shall be erected, placed or permitted upon any part of said property. Any tanks for use in connection with any residence constructed on said property, including tanks for the storage of gas and oil, must be below ground. All types of refrigerating, cooling or heating equipment must be on the ground level

22. There shall be with each residence a service yard area of at least 100 square feet, fully enclosed with a solid type wall or solid type fencing to conceal clothes-lines, garbage cans, woodpiles and storage piles from neighboring lots, roads and canal.

23. Each lot at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any lot so they are visible from any neighboring lot, road or canal, except as necessary during the period of construction.

24. In the event any structure is destroyed either wholly or partially by fire or any other casualty, said structure shall be promptly rebuilt or remodeled to conform to this declaration or all remaining portions of the structure, including the foundations and all debris, shall be promptly removed from the property.

25. Each lot shall at all times be kept clear of weeds and other unsightly growth. In the event of violation of this provision, Declarant shall have the right to clear said lot or lots at the owner's expense and said violation will give Declarant a lien right.

26. No lot shall be used in whole or part for the storage of any property or thing that will cause such lot to appear in an unclean, disorderly or untidy condition, or that will be otherwise obnoxious. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done, placed or stored thereon which may be, or become an annoyance or nuisance to the neighborhood or occasion any noise or odor which will, or might disturb the peace, quiet, comfort, or serenity of the occupants of nearby properties.

27. No lot or lots shall be subdivided, without consent of the Architectural Board, except for the purpose of combining portions with an adjoining lot, provided that no additional lot or building site is created thereby. Any ownership or single holding by any person comprising the whole of one lot and part or parts of one or more adjoining lots shall, for all purposes of this declaration of conditions and restrictions, be deemed as constituting a single lot. Not less than one entire lot as originally laid out shall be used as a building site.

28. All provisions, conditions, restrictions and covenants herein shall be binding on all lots and parcels of real estate and the owners thereof and a violation of said provisions, conditions, restrictions or covenants shall warrant the Declarant or other lot owner to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief, and if such relief be granted, the Court may, in its discretion, award to the plaintiff his court costs and reasonable attorney's fees.

29. Provided further that a violation of any of the foregoing agreements, provisions, conditions, restrictions and covenants hereby established, declared and set forth, if continued for a period of 30 days from and after the date that Declarant or other property owner shall have notified in writing the owner or lessee in possession of the lot upon which such breach has been committed to refrain from a continuance of such action and to correct such breach, shall cause title to the lot or lots upon which such breach occurs to revert to Declarant, its successors and assigns, who shall have the right of immediate re-entry upon and possession of said lot or lots.

30. Provided further that a violation of any of the foregoing provisions, conditions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property, but such provisions, conditions, restrictions and covenants shall be enforceable against any portion of said property acquired by any successor in interest, whether such interest is acquired through foreclosure or by deed in lieu of foreclosure or by any means whatsoever.

31. In the event of violation or breach of any of said restrictions, conditions, covenants or agreements herein contained Declarant also shall have the right to enter upon the lot or lots on which, or as to which such violation or breach exists, and summarily to abate or remove, at the expense of the owner thereof, any structural thing or condition that may exist therein contrary to the intent and meaning hereof, and Declarant shall not be deemed guilty of any manner of trespass for or by reason of such entry, abatement or removal.

28. All provisions, conditions, restrictions and covenants herein shall be binding on all lots and parcels of real estate and the owners thereof and a violation of said provisions, conditions, restrictions or covenants shall warrant the Declarant or other lot owner to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief, and if such relief be granted, the Court

32. Each grantee of the properties included within this Declaration, by acceptance of a deed conveying any of the lots or properties, shall accept title thereto upon and subject to each and all of the restrictions, conditions, covenants and agreements herein contained, and the jurisdiction, rights and power of this Declarant, and by such acceptance, shall for himself, his heirs, personal representatives, successors and assigns, covenant, agree and consent to and with Declarant, and to and with the grantees and subsequent owners of each of said other lots, to keep, observe, comply with and perform said restrictions, covenants, conditions and agreements and each thereof.

33. Said restrictions, covenants and agreements are intended and imposed for the direct and mutual and reciprocal benefit of each and all of said lots and subsequent owners thereof, and to create mutual and equitable servitudes upon each of said lots in favor of each other lot, and reciprocal rights and obligations and privity of contract and estate between the grantees of said lots, their respective heirs, successors and assigns.

34. The provisions herein contained are for the benefit of each and all of said lots and are and shall operate as covenants running with the land, and shall inure to the benefit of and be binding upon Declarant and the purchasers and subsequent owners of each of said lots. The provisions contained herein may be enforced, and any breach thereof enjoined, abated or remedied by appropriate proceeding by Declarant.

35. No delay or omission on the part of the undersigned or its successors or assigns in interest, as owner of the reversionary rights herein as specified, or the owner or owners of any other lot or lots in said property in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, conditions, restrictions and covenants herein contained, shall be construed as a waiver thereof or an acquiescence therein; and no right of action shall accrue nor shall any action be brought or maintained by for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein provisions, conditions, restrictions or covenants which may be unenforceable.

36. In the event that any one or more of the provisions, conditions, restrictions and covenants herein set forth shall be held by any Court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth shall continue unimpaired and in full force and effect.

37. Any or all of the right, title, interest and estate given to or reserved by Declarant herein may be transferred or assigned to any person, persons, or corporation by appropriate instrument in writing executed by Declarant and recorded in the Office of the County Recorder of said County of Imperial, California, and wherever Declarant is herein referred to, such reference shall be deemed to include its successor or successors in interest.

38. The various rights and remedies of Declarant and of owners of property as hereinbefore set out are and shall be cumulative. All of them may be used, relied upon, resorted to and enforced without in any way affecting the ability of Declarant or the said property owners to use, rely upon, resort to or enforce the other, or any of them.

39. Any variances or adjustments of these conditions and restrictions granted by Declarant pursuant to Paragraph No. 15 hereof, or any acquiescence or failure to enforce any violation of the conditions and restrictions herein shall not be deemed to be a waiver of any of the conditions and restrictions in any other instance.

40. ZONE C-2 REGULATIONS

Property in Zone C-2 may be used for:

1. Any use permitted in Zone C-1, but not subject to any of the conditions listed in Zone C-1.
2. Stores or shops for the conducting of retail or wholesale business, including, but not limited to:
 - A. Billiard hall and/or bowling alley
 - B. Boxing or sports arena
 - C. Frozen food locker
 - D. Public garages
 - E. Gymnasium
 - F. Hospitals
 - G. Printer or publisher or both
 - H. Skating rinks
3. Two-story commercial structures permitted with approval of Architectural Board.

41. ZONE C-1 REGULATIONS

The conditions for which the uses described and permitted in Zone C-1 are as follows:

1. That all goods, other than nursery stock, offered for sale shall be displayed within a building enclosed by a roof and all sides by walls.
2. That no commercial structure shall exceed a height of one story, excluding the basement and advertising signs, which are part of the structure.
3. 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 neighborhood or to the welfare of the occupants thereof.

4. PROPERTY IN ZONE C-1 MAY BE USED FOR:

A. Any use permitted in Zone R-3

B. Retail stores, shops or businesses, including, but not limited to those listed in the following:

- (1) Antiques
- (2) New automobiles
- (3) Bakeries, retail
- (4) Banks
- (5) Bars
- (6) Barber Shop
- (7) Cafes or Restaurants
- (8) Clothing shops
- (9) Clubs
- (10) Cocktail lounge
- (11) Comfort stations
- (12) Drug stores
- (13) Employment agency
- (14) Escourt Bureaus
- (15) Fine arts galleries
- (16) Floors - the caring or retail sale of or both of floors
- (17) Food market
- (18) Furniture store, new only, retail
- (19) Furrier shop
- (20) 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.
- (21) Hardware store

42. ZONE R-3 REGULATIONS

A. The following regulations shall apply in Zone R-3 Multiple Dwelling Districts:

1. Class I.

a. Any use permitted in Zone R-2.

b. Multiple dwellings or three (3) one-family dwellings of a permanent nature on each lot.

c. Hotels and Motels in which incidental business may be conducted for the convenience of the residents of the buildings.

d. Apartment buildings.

2. Class II.

The following uses shall be classified under this zoning and shall be permitted if use, location and development plan is approved by the "Committee of Architecture."

a. Colleges and Universities.

b. Private schools.

B. BUILDING SETBACKS:

1. Front yard setbacks shall conform to a minimum depth of twenty (20) feet from the front property line, excluding structural projections, eaves, overhangs and porches of any building or structure.
2. Side yard setbacks shall conform to those required in Zone R-1, except the maximum setback from a side street shall be reduced to thirty (30) feet.
3. Rear yard setback shall conform to those as required in Zone R-1.

C. VEHICLE STORAGE:

Every dwelling, apartment house, or structure in Zone R-3 designed for or intended to be used as a dwelling or apartment house, shall have on the same lot or parcel of land, automobile storage space conveniently accessible from the street, and not located at any place where the erection of structures is prohibited, of sufficient capacity to accommodate one (1) automobile for each family for the permanent housing of which such dwelling, apartment house, or other structure is designed.

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 BUILDING AREA:

Notwithstanding other requirements imposed by these restrictions under GENERAL, the "Committee of Architecture" shall in all apartment buildings designed or intended to house three (3) or more families, require not less than 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 all buildings or establishments designed for, intended for, or used as Hotels or Motels, the "Committee of Architecture" shall require that each unit, room, suite, or apartment capable of, designed, or intended to be rented, leased, or let as an individual accommodation shall contain two hundred fifty (250) square feet of living area, including bathrooms and/or kitchens where included in the individual accommodation as outlined above. In such instances, where a common or shared bath or kitchen is present, only 50% of the area of such shared facilities can be contributed to the required floor area of two hundred fifty (250) square feet. In such instances where a public bathroom or toilet room or kitchen is present as the only such facilities available, the minimum required livable floor area of each individual accommodation shall contain two hundred (200) square feet.

F. BUILDING HEIGHT LIMITATIONS:

All structures shall be of ONE-LEVEL construction unless as otherwise provided for under GENERAL of these Restrictions.

43. ZONE R-2 REGULATIONS

A. PROPERTY IN ZONE R-2 MAY BE USED FOR:

1. Any use permitted in Zone R-1 except that a private garage may have a capacity of five (5) automobiles.

B. BUILDING SETBACKS:

Front yard, side yard and rear yard setbacks shall conform to those imposed in Zone R-1.

C. VEHICLE STORAGE:

Vehicle storage shall conform to those requirements imposed in Zone R-1, except that the vehicle capacity shall be sufficient to accommodate one (1) automobile for each family for the permanent housing of which each dwelling or structure on the property is designed.

D. SUBDIVISION OF LOTS:

Subdividing lots or parcels of land into smaller areas shall be prohibited for any purposes or uses, whether for sale, lease or rent.

E. REQUIRED LAND AREA:

A person shall not erect, construct, occupy or use more than one (1) two-family residence or two (2) one-family residences on any parcel of land or lot.

F. REQUIRED BUILDING AREA:

Notwithstanding other requirements imposed by these restrictions under GENERAL, the "Committee of Architecture" shall in all two-family residences require not less than seven hundred (700) square feet of floor area for each one bedroom unit including carport, garage, covered porches, covered contiguous patios, etc., with a minimum area of five hundred (500) square feet for living area in the dwelling portion of the unit, and shall require not less than eight hundred (800) square feet of floor area for each two-bedroom unit including carports, garages, covered porches, covered contiguous patios, etc., with a minimum floor area of six hundred (600) square feet for living area in the dwelling portion of the unit.

G. BUILDING HEIGHT LIMITATIONS:

All structures shall be of ONE-LEVEL Construction unless as otherwise provided for under GENERAL of these restrictions.

44. IN WITNESS WHEREOF, CONVERTAPLANE, a California Corporation, has caused its name to be signed and its seal to be affixed and attached by its officers thereunto duly authorized this 9th day of April 19 59 .

CONVERTAPLANE, INC.

By Boyd Thomas President

By James C. Thomas Secretary