

DESERT SHORES UNIT NO. 3

THIS DECLARATION, made this 18th day of March, 1958, by DESERT SHORES SALES CO., a California corporation, MSPMAR CONSTRUCTION CO., a California corporation, each having its principal place of business in the City of Azusa, Los Angeles County, California, and WAGON WHEEL HOMES, INC., a California corporation, having its principal place of business in Hesperia, San Bernardino County, California, hereinafter referred to as the Declarants.

WHEREAS, the Declarants are the owners of that certain tract DESERT SHORES UNIT NO. 3, Imperial County, California, according to Map recorded in Book 2 Page 27 of Final Maps on file in the office of the County Recorder of Imperial County, and

WHEREAS, the Declarants are about to sell, dispose of or convey the lots in said Tract DESERT SHORES UNIT NO. 3 above described, and desire to subject the same to certain protective covenants, conditions, restrictions, and reservations (hereinafter referred to as "Conditions") between them and the acquirers and/or users of the lots in said tract.

NOW, THEREFOR, KNOW ALL MEN BY THESE PRESENTS: That Declarants hereby certify and declare that they have established and do 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 Declarants have fixed and do 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 with said Tract and each and every parcel of land therein, and shall apply to and bind thererespective 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:

1. That Lots 1 to 7, inclusive, in Block 12; Lots 1 to 5, inclusive, in Block 13; Lot 1, in Block 14 shall be designated as business or commercial lots, said business or commercial lots to be improved consistent with orderly neighborhood development and all such uses, plans and designs shall be subject to the approval of the "Committee" as hereinafter provided for.

That Lots 1 to 5, inclusive, in Block 10; Lots 1 to 8, inclusive, in Block 11; shall be designated as multiple residence lots permitting the construction of not more than 3 rental units.

That all remaining lots shall be designated as multiple residence lots permitting the construction of not more than two rental units.

2. 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 lot line except on corners where no building shall be erected on any lot nearer than ten (10) feet to the side street line.

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 fence, wall or hedge shall be erected, started or maintained across the width of any lot excepting 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 (10) ten feet to the rear lot line and that any rear fence, wall or hedge shall be built or planted parallel with the rear lot line and ten (10) feet distant therefrom.

5. That all building shall have a septic tank and leeching pit or pits as may be required, installed in the front yard per specifications attached hereto and made a part hereof. In the event additional pits are found necessary to properly disperse the fluids and a greater area is required than that provided in the front yard, such additional area shall be taken in the rear yard and properly connected to that in front. In the event a lot is used for a multiple unit dwelling each unit shall be served by a separate septic tank and leeching pit or pits. The responsibility for determining the need for additional pits shall be vested in the Desert Shores Community Services District. The Community Services District is vested with the responsibility of the enforcement of these provisions.

6. No signs, advertisements, billboards, or advertising structure of any kind may be erected or maintained on any of the residential lots without the consent in writing of the Declarants; provided, however, that permission is hereby granted for the erection and maintenance of not more than one (1) advertising board on each lot which may be used only for the purpose of advertising the sale or lease of the lot upon which it is erected.

7. No temporary buildings, trailer, basement, tent, shack, garage, barn, or other out-building site covered by these Conditions shall at any time be used for human habitation temporarily or permanently.

8. No building 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 have been first delivered to and approved in writing by any two (2) members of a "Committee" of Architecture" which shall be initially composed of Carlo P. Giuntini and Arthur A. Miller, provided that any vacancy on such committee caused by death, resignation, or disability to serve shall be filled on the nomination of DESERT SHORES SALES CO. 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 not require more than a minimum 1,000 square feet of habitable floor area for any single family residence.

9. 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 coat.

10. All residences shall have complete and approved plumbing installations before occupancy.

11. Small livestock, cows, goats, and fowl shall not be kept on any residential lot within this subdivision.

These conditions shall run with the land and shall be binding upon all parties and persons claiming under them until January 1, 1985, at which time said Conditions and Covenants shall be automatically extended for 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.

DECLARATIONS OF RESTRICTIONS - DESERT SHORES UNIT NO. 2 - Continued

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 any 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 SALES CO., METMAR CONSTRUCTION CO. AND WAGON WHEEL HOMES, INC., have each caused its corporate name and seal to be hereunto affixed by its officers thereunto duly authorized this 18th day of March, 1958.

524 5-56 (Corporation)

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On March 18, 1958
before me, the undersigned, a Notary Public in and for said County and State, personally appeared CARLO P. GIUNTINI
known to me to be the ARTHUR A. MILLER President, and

known to me to be _____ 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 by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.
(Seal) Helen R. Ventura
Notary Public in and for said County and State

DESERT SHORES SALES CO.

By Carlo P. Giuntini President
By Arthur Miller Secretary

METMAR CONSTRUCTION CO.

By Carlo P. Giuntini Vice President
By Arthur Miller Secretary

WAGON WHEEL HOMES, INC.

By Harry G. Stanford President
By William A. Taylor Secretary

524 5-56 (Corporation)

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On March 18, 1958
before me, the undersigned, a Notary Public in and for said County and State, personally appeared CARLO P. GIUNTINI
known to me to be the BISHOP MOORE President, and

known to me to be _____ 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 by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.
(Seal) Helen R. Ventura
Notary Public in and for said County and State

524 5-56 (Corporation)

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On March 18, 1958
before me, the undersigned, a Notary Public in and for said County and State, personally appeared HARRY G. STANFORD
known to me to be the WILLIAM A. TAYLOR President, and

known to me to be _____ 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 by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.
(Seal) Helen R. Ventura
Notary Public in and for said County and State

My Commission Expires June 10, 1959