

DECLARATION OF RESTRICTIONS

TRACT 571

THIS DECLARATION, made be I & H INVESTMENT COMPANY, a California corporation, having its principal place of business in the City of Los Angeles, County of Los Angeles, State of California, hereinafter referred to as Declarant.

WHEREAS the Declarant is the owner of that certain Tract No. 571, Imperial County, California, as per plat thereof recorded in Book 5, Pages 77, records of said County, and

WHEREAS the Declarant is about to sell, dispose of or convey the lots in said Tract No. 571, above described, and desires to subject the same to certain protective covenants, conditions, restrictions (hereinafter referred to as "Conditions") between it and the asquirers 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, 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 in favor of each and every parcel of land therein as the dominant tenement or tenements.

That said protective provisions, covenants, conditions, restrictions, exceptions, easements and charges (hereinafter referred to as "Conditions") are as follows:

SECTION I. DESIGN AND PURPOSE: Tract No. 571 is designed and engineered primarily for commercial usage including shopping and motel areas with a limited number of lots for multiple dwellings.

SECTION II. LIMITATIONS ON USE - GENERAL:

- A. EASEMENTS: Declarant excepts and reserves to itself, its successors or assigns, easements and rights-of-way (with right of entry) of record, and such as are recorded on maps of said subdivisions, and as are now existing for the erection, construction, maintenance, operation, and repair of public roads, streets and highways, conduits and other equipment in connection therewith for the transmission of electrical energy, and for telephone and telegraph lines; for pipe lines; for water mains; for sewers, storms drains and other similar uses; and together with the right to dedicate said easements and rights-of-way to the public uses and/or to convey, transfer or lease the whole or any portion thereof.
- B. RESELLS: None of the property in said tract, nor any part thereof, shall be resold, transferred, assigned, encumbered, leased, rented or occupied except to I & H Subdivision Improvement Association, (hereinafter referred to as the "Association").

C. NUISANCES:

1. No noxious, offensive or illegal activity shall be carried on upon any portion of said Tract, nor shall anything be done thereon which may be or become 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 the occupants thereof.
3. No oil drilling, oil development or storage operations or facilities (other than a retail gas station), mining or quarrying operations, nor mineral excavations of any kind shall be permitted on or from the surface of any said property. No water wells, tanks or shafts shall be permitted on or from the surface of any of said property except with the prior written consent of the Architectural Committee.

D. TEMPORARY BUILDINGS: No temporary buildings, basement, cellar, tent, shack, garage, barn or other outbuilding or structure shall, at any time, be used for human habitation, temporarily or permanently.

E. COMMERCIAL BUILDINGS: No commercial or industrial buildings other than a motel, hotel, apartment house or court, or any part thereof, shall at any time be used for human habitation, temporarily or permanently.

F. TENTHOUSES: No tenthouse or shack whatsoever shall be erected, placed or built on any lot or building site in said Tract.

G. MOVED BUILDINGS: No building constructed elsewhere shall be moved to or be placed on any part or portion of said Tract.

H. TRAILERS: 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 days.

I. OCCUPANCY DURING CONSTRUCTION: 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 herein before provided; and work of constructing any building or structure shall proceed diligently and continuously until same is fully completed.

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 herein before provided; and work of constructing any building or structure shall proceed diligently and continuously until same is fully completed.

2. Any 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 to prevent. Financial inability of the owner or his contractor to secure labor or materials or discharge items or attachments shall not be deemed a cause beyond his control.

3. In the event of cessation of construction of any building for a period of 120 days, where such interruption is not excused by the provisions hereof, the existence of such incomplete building shall be deemed to be a nuisance, and the Association shall have the right to enter upon said incomplete 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 involved in effecting such removal, or as of the time of commencement of the work so undertaken to complete such construction, and may be enforced in the manner provided for the enforcement of mechanic's lien.
- J. STORAGE OF MATERIALS: In any building project, during construction and sixty (60) days thereafter, property in a residential or commercial zone may be used for the storage of materials used in the construction of the individual buildings in the project and for the contractor's temporary office. Said construction period shall not exceed ninety (90) days, unless specifically approved in writing by the Architectural Committee.
- K. NEW MATERIALS: The exterior walls, roof and other exterior portions of all structures erected on any of the lots or building sites in said tract shall be constructed from new materials only, and constructed of wood siding, wood shingles, stucco, concrete or brick, or from other materials when affirmatively and expressly approved by the Architectural Committee hereinafter referred to.
- L. EXTERIORS PAINTED: 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.
- M. PLUMBING: All buildings shall have complete and approved plumbing installations before occupancy.
- N. REFLECTING MATERIALS: No materials of any kind having light or metallic color capable of reflecting light which may be obnoxious to other occupants in said tract, or in the vicinity thereof, shall be used in the construction of roofs or exterior walls of any building, nor shall the roofs or exterior walls of any such building be painted with any light or metallic color capable of reflecting light.
- O. FENCES: No fence, wall or hedge shall be built, erected, placed, grown or permitted upon any of the commercial 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. Provided, however, that on R-3 and R-4 lots a fence, wall or hedge shall not be over three (3) feet in height above the surface of the ground within the established front or side street setback lines herein provided for.
- P. LANDSCAPING: No portion of any first residential 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 and all front yard landscaping (i.e., lawns, shrubs trees, flowers, and other plants), including all areas within the sidewalk lines, shall be kept and maintained by the owner in a good and husband like manner without any right of removal, replacement or substitution as to sidewalk or street area trees, except by written permission of the Architectural Committee; and the trimming of all such trees shall be by or under the direction of such Committee. Upon failure of owner to comply

with this section after fifteen (15) days written notice, the Architectural Committee may, at its option restore such portion of lot and such area to the condition in which it is required to be kept pursuant to the provisions of this section, and may so maintain the same, and the reasonable costs and expenses of such restoration and maintenance shall be paid for by such lot owner. In any suit brought by the Association to collect such indebtedness, the Association shall be entitled to recover, in addition to such costs and expenses, reasonable attorney's fees to be fixed by the Court.

- Q. STORAGE OF TOOLS: 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 or way. Trash for collection days for a period, not to exceed eighteen hours, prior to pick up.
- R. RUBBISH: No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of said tract, and no odor shall be permitted thereon or to arise therefrom so as to render such portion unsanitary, unsightly, offensive, or detrimental to any of the property in the vicinity thereof.
- S. LIVESTOCK OR FOWL: A person shall not keep or maintain any live pig or hog of livestock or goats, cows or fowl of any age on any of said tract, whether such animals are kept or maintained for the personal use of the occupants or otherwise.
- T. GARAGES AND OUTBUILDINGS: The nature, design, location, height, size and general character of garages and outbuildings erected on said property shall in all cases be subject to approval of the Architectural Committee, and the decision of said Committee shall be final.
- U. SEWAGE DISPOSAL: ~~All buildings shall have a septic tank with a minimum liquid capacity of 750 gallons and a sub-surface disposal field, all constructed in accordance with minimum requirements of the Federal Housing Administration 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 shall be located in the front yard and property connected to that in the rear. Under California Health and Safety Code (Section 5000) and California Government Code (Section 54300), all buildings shall connect with wastewater collection system where available. When wastewater collection system becomes available at which time connection will be mandatory.~~
- V. 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 line.
- W. SUBDIVISION OF LOTS: No lot or parcel of land shall be divided into smaller lots or parcels under any conditions or circumstances
- X. HEIGHT LIMITATIONS: No building shall be more than one-story high without prior written consent of the Architectural Committee.

SECTION III. DEFINITIONS AND USE CLASSIFICATIONS:

- A) R-2 use shall be for two-family residence. Dwellings authorized are: one two-family or two single family for each 5,000 square feet of lot area, and one additional single-family dwelling for each additional 2,500 square feet of living area excluding attached garage, attached carport, covered porches or other contiguous patios.
- B) R-3 use shall be for limited multiple residence, including any use permitted in R-2 and apartments or bungalow courts and churches. There shall be 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.
- C) R-4 shall be for unlimited residence, including any use permitted in R-2 and R-3, and motels and private clubs. Motels and private clubs may not have private or community kitchens or kitchen facilities for the individual rooms or units, but may include auxiliary businesses such as cafes, restaurants and others for the convenience of the residents.
- D) C-1 shall be for "commercial" use, as follows:
- 1) No business similar to the following is permitted:
 - A. Second-hand merchandise
 - B. Animal store
 - C. Grain or feed store
 - D. Auto repair or tire rebuilding
 - E. Auto wash racks
 - F. Mortuary or mortuary accessories
 - G. Monuments, tombstones, brick, tile or cement.
 - 2) The following uses are permitted:
 - A. Automobiles (new only)
 - B. Auto Parts and Accessories (new only)
 - C. Auto sightseeing agency
 - D. Bakeries, retail
 - E. Banks
 - F. Bars (no food or dancing)
 - G. Barber and beauty shops
 - H. Books and magazines (retail)
 - I. Brokers
 - J. Cafes, cafeterias or restaurants (no dancing or entertainment)
 - K. Cleaning and dyeing (retail)
 - L. Clothing (retail)
 - M. Clubs and Lodges
 - N. Cocktail lounge (no dancing)
 - O. Doctor - Dentist
 - P. Drug stores
 - Q. Employment agency
 - R. Food markets
 - S. Furniture Store (retail)
 - T. Furrier Shop (retail)
 - U. Gasoline service stations (no auto repairing, tire rebuilding, or wash racks permitted)
 - V. Hardware (retail)
 - W. Interior Decorating
 - X. Jewelry store (retail)
 - Y. Office building

- Z. Photos, paintings, art works
- AA. Radio, and television (retail only)
- BB. Stationery and Supplies

E) C-2 shall be for "Commercial" use, as follows:

- A. Auction house
- B. Auto and truck rentals
- C. Auto Repair Garage (providing all operations are conducted within the building)
- D. Auto wash racks
- E. billiard hall
- F. Bowling Alley
- G. Carnival show (not more than one week in any six-month period)
- H. Catering service
- I. Child care center
- J. Collection agency
- K. Confectionery (wholesale)
- L. Feed and grain (retail)
- M. Food locker, frozen
- N. Furniture, reupholstering
- O. Glass, retail
- P. Gymnasium
- Q. Hospital
- R. Kiddy rides
- S. Laundries, commercial
- T. Laundromat
- U. Lumber yard
- V. Miniature Golf
- W. Mortuaries
- X. Moving and transfer companies
- Y. Paint, wallpaper and Supplies
- Z. Pawn shop
- AA. Pet shop
- BB. Printing and publishing
- CC. Public utility – offices and distribution plants
- DD. Pumping plant
- EE. Second – hand store
- FF. Skating rinks
- GG. Tire rebuilding (providing all operations are conducted within the building)
- HH. Trailers, sales and rentals

F) C-3 shall be for "commercial" use and light manufacturing, as follows:

- 1) Any use permitted under C-2 restrictions.
- 2) The following additional uses are permitted:
 - A. Lumber yards and building materials
 - B. Monuments, tombstones, flagstone, cement blocks, brick, tile and masonry
 - C. Light manufacturing on the ground floor only, incidental to the retail sale of goods from the premises, providing:
 - 1. Seventy-five percent (75%) or more of the total ground floor area of the premises shall be used for retail sales, display of sales and office space; and
 - 2. Commercial appearance of all of the building is maintained; and
 - 3. Not more than one hundred persons are employed therein; and

- t. Laundromat
- u. Lumber Yard
- v. Miniature Golf
- w. Mortuaries
- x. Moving and Transfer companies
- y. Paint, Wallpaper and Supplies
- z. Pawn Shop
- aa. Pet Shop
- bb. Printing and Publishing
- cc. Public Utility--Offices and distribution plants
- dd. Pumping Plant
- ee. Second-hand store
- ff. Skating rinks
- gg. Tire rebuilding (providing all operations are conducted within the building)
- hh. Trailers, sales and rentals

(f) C-3 shall be for "commercial" use and light manufacturing, as follows:

- (1) Any use permitted under C-2 restrictions.
- (2) The following additional uses are permitted:
 - a. Lumber Yards and Building Materials
 - b. Monuments, tombstones, flagstone, Cement blocks, brick, tile and masonry
 - c. Light Manufacturing on the ground floor only, incidental to the retail sale of goods from the premises, providing:
 - 1. Seventy-five percent (75%) or more of the total ground floor area of the premises shall be used for retail sales, display of sales and office space; and
 - 2. Commercial appearance of all of the building is maintained; and
 - 3. Not more than one hundred (100) persons are employed therein; and
 - 4. Free off-street parking is provided for all employees, together with paving, appropriate bumper guards where needed and enclosed ornamental wall, hedge or fence at least two feet and not more than six feet high; and
 - 5. Off-street loading and unloading space is provided and so located as not to interfere with the free flow of traffic on any street, highway or alley.
 - d. Other, similar enterprises or businesses may be permitted in the sole discretion of the Architectural Committee.

Section 4. SPECIFIC LOTS - USE CLASSIFICATIONS: No part of said Tract No. 571 shall be used or occupied for any purpose and no building structure, vehicle or improvement shall be placed thereon, save and except expressly authorized as follows:

(a) Block 5, Lot 7 shall be occupied and used only for the local water plant, including pumps, tanks, water lines, maintenance and equipment plant and facilities, offices and such other buildings and facilities as are reasonably necessary in the discretion of the Architectural Committee and the water company serving the tract.

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(b) R-2 uses only, as designated in this Declaration of Restrictions, as to:

(1) Block 5, Lots 2 through 9, except that Lot 8 may also be used for the local water plant in the event that expansion from Lot 7 is deemed reasonably necessary in the discretion of the Architectural Committee and the water company serving the tract.

(2) Block 3, Lots 1 through 7.

(3) Block 1, Lots 1 through 7.

(c) R-3 uses only, as designated in this Declaration of Restrictions, as to:

(1) Block 5, Lot 1.

(d) R-4 uses, as designated in this Declaration of Restrictions, in addition to other uses authorized herein, as to:

(1) Block 3, Lots 8, 9 and 10.

(2) Block 2, Lots 7, 14 and 15.

(3) Block 8, Lots 1, 17, 18 and 19.

(4) Block 7, Lots 1, 16 and 17.

(5) Block 6, Lot 1.

(6) Block 4, Lots 3 and 13.

(7) Block 1, Lot 8.

(e) C-1 uses only, as designated in this Declaration of Restrictions, as to:

(1) Block 2, Lots 9 through 14.

(2) Block 3, Lots 8, 9 and 10.

(3) Block 4, Lots 1 through 24.

(4) Block 8, Lots 1 through 17.

(f) C-2 uses only, as designated in this Declaration of Restrictions, as to:

(1) Block 7, Lots 1 through 17.

(2) Block 2, Lots 1 through 8, and 15.

(3) Block 8, Lots 18 and 19.

(4) Block 1, Lot 8.

(g) C-3 uses only, as designated in this Declaration of Restrictions, as to:

(1) Block 6, Lots 1 through 7.

Section 5. MULTIPLE DWELLING PROPERTIES - Specific Restrictions:

- (a) "Multiple Dwelling Properties" means R-2, R-3 and R-4 areas as heretofore designated.
- (b) The specific conditions and limitations set forth in this Section shall be in addition to the other conditions, limitations and use classifications otherwise provided in this Declaration of Restrictions.
- (c) SIGNS: No sign, advertisement, billboard or advertising structure of any kind shall be erected or used on any lot or building within a multiple dwelling zone, except that one sign not larger than 18" x 24" advertising the property for sale or rent may be erected; and the Declarant may erect and maintain on any lot owned by it, such signs and advertising devices and structures as it may deem necessary or proper in connection with the development and sale of said property. This restriction shall not apply to motels and motel sites.
- (d) TEMPORARY OFFICES: 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 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 such one year period, be either removed or used for a purpose permitted in the area in which it is located; provided that Declarant may use any part of a residential building for the sale and resale of tract property for such period of time as it deems reasonably necessary.
- (e) SEPTIC TANKS: Block 5, Lot 8 shall have its septic tank or tanks and seepage pit or pits and leach lines within forty feet (40') of the north boundary line of said lot and within forty feet (40') of the west boundary line of said lot. Block 5, Lot 6 shall have its septic tank or tanks, and seepage pit or pits and leach lines within forty feet (40') of the north boundary line of said lot and within forty feet (40') of the east boundary of said lot.

Section 6. COMMERCIAL PROPERTIES - Specific Restrictions:

- (a) "Commercial Properties" means C-1, C-2 and C-3 areas as heretofore designated, and including motels and motel sites.
- (b) The specific conditions set forth in this Section 6 shall be in addition to the other conditions and use classifications otherwise provided in this Declaration of Restrictions.
- (c) All goods and merchandise other than nursery stock, offered for sale shall be displayed within a building enclosed by a roof and on all sides by walls. No nursery stock shall be displayed on the sidewalk or street outside the front, rear or side of any building or structure.
- (d-e) On Block 7, Lots 10 and 11, the septic tank or tanks and the seepage pit or pits and leach lines shall be located within the south sixty-five feet (65') of each lot.
- (f) Unless otherwise permitted by prior written consent of the Architectural Committee, the minimum floor space within any building erected upon any commercial property shall be one thousand two hundred fifty (1250) square feet, excluding any garage, carport, porch, or other similar appendage.
- (g) The area between the front property line bordering the principal street on which the property is facing, and the front building setback line shall be paved for sidewalk and curbs for pedestrians. The design and dimensions of such sidewalk and curbs and the materials used therein shall be subject to the approval of the Architectural Committee.
- (h) The area between the property line bordering the alley in the rear of the property and the building rear setback line shall be paved and marked for diagonal automobile parking and provided with appropriate and usual bumper guards running parallel to the rear property line, and located twenty feet (20') within the rear property line. A space not less than ten feet

(10') wide between the said bumper guards and the rear of the building shall be paved and curbed as a sidewalk for pedestrians. The design and dimensions, marking and materials for the said automobile parking spaces, bumper guards and curbs and sidewalks shall be subject to the approval of the Architectural Committee.

(i) There shall be no fences, walls, hedges or other obstructions between the parking areas, sidewalks, and curbs of the respective lots, or between any parking area and any sidewalk.

(j) In the event the rear of the building is not adjacent to the parking space and sidewalk referred to in subsection (h), all surface between the rear of the building and the said sidewalk shall be paved, subject to the approval of the Architectural Committee.

Section 7. SETBACK OF BUILDINGS:

Buildings shall be set back from the principal street, from side streets, alleys, and sidewalks, the distances shown on Final Map of Tract No. 571, as recorded with the County Recorder of Imperial County.

Section 8. ARCHITECTURAL COMMITTEE. No building, fence, wall, patio, automobile parking area, sidewalk, curb, water tank, storage tank, or other structure shall be erected, constructed, altered, placed, assembled, maintained or permitted to remain upon any portion of said tract except unless and until two complete sets of plans and specifications therefor and a checking fee of \$5.00 shall have been submitted to and approved by the Architectural Committee hereinafter provided for, and one copy of such plans and specifications, as finally approved, shall have been deposited with said Committee as a permanent record. Approval of such plans and specifications may be withheld by said Architectural Committee not only because of the non-compliance of such plans and specifications with any of the specific provisions of this Declaration, but also because, in the reasonable judgment of said Committee, the proposed structure, by reason of the grading plan, location of the structure on the ground, the color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed structure, or altered structure, the materials proposed to be used thereon, the kind, pitch or type of roof proposed to be placed thereon, or any other matter or thing set forth in such plans or specifications would be inharmonious or out of keeping with other structures erected or proposed to be erected on said property in the vicinity of the building site on which said structure is proposed to be erected, or not in compliance with the general plan herein set out for the protection of said property.

It shall be the purpose of the Architectural Committee to provide for the maintenance of a high standard of architecture, construction and community planning in such a manner as to enhance the aesthetic properties as well as the utility of the subdivision as a whole. Decision by the Architectural Committee as to the approval or disapproval of said plans and specifications shall be final, provided, however, that such decision and action shall not be arbitrarily exercised. The Architectural Committee may require changes, additions, deletions or revisions in order that the architectural design, general appearance and utility of all buildings and grounds be in keeping with the architecture and planning for the area, and such as not to be detrimental to the public health, safety, utility, general welfare and architectural appearance affecting the property values of the community in which such use or uses are to be made. Whenever practical, such approval or disapproval shall constitute conclusive evidence of the action taken as to such plans and specifications.

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Declarant may act as to such approval or disapproval through a 51% majority of an Architectural Committee. The Architectural Committee shall consist of not less than three and not more than fifteen members, each of whom must be a record owner of property in Tract No. 571. The present members of said Committee until otherwise designated by Declarant are Harry K. Scott, Irene L. Scott and Kenneth N. Dellamater. Full power is hereby reserved to Declarant, its successors or assigns, to remove any member of said Committee, and to make other and further appointments from time to time in the membership of said Committee.

Declarant, or its successors or assigns, shall have the right at any time to relieve itself or themselves of the obligations of appointing and maintaining said Committee by filing in the office of the County Recorder in and for Imperial County, California, a notice of surrender of said powers, and thereupon said powers shall pass to and be vested in the record owners of a majority in area of the property covered by this Declaration of Restrictions.

Neither the Declarant, nor its successors or assigns, nor said committee shall be responsible for any loss or damage, nor liable in any manner or way whatsoever for any structural defect in said plans or specifications, or in any building or structure erected in accordance therewith or otherwise.

Upon failure of said Committee or its designated representative to approve or disapprove such plans and specifications within thirty (30) days after receipt of a proper presentation, approval of such plans and specifications shall be deemed to have been made, provided such proposed construction complies with the law and these restrictions.

Section 9. EXPIRATION OF RESTRICTIONS AND PROVISIONS FOR CONTINUANCE.

All of the conditions, restrictions and charges set forth in this Declaration of Restrictions are imposed upon said property for the direct benefit thereof of the owners thereof as a part of a general plan of development, improvement, building, occupation and maintenance thereof; and said conditions, restrictions and charges shall run with the land and continue and be in full force and effect, except as hereinafter provided, until JANUARY 1, 2000, and shall as then in force, be continued automatically and without further notice from that time for a period of ten (10) years, and thereafter for successive periods of ten (10) years each without limitation, unless, within six (6) months prior to January 1, 2000, or within six (6) months prior to the expiration of any successive ten-year period thereafter, a written agreement executed by the then record owners of more than one-half in area and in number of said property then subject to this Declaration, exclusive of streets, parks, and open spaces, be placed on record in the office of the County Recorder of Imperial County, by the terms of which agreement any of said conditions, restrictions, or charges are changed, modified, cancelled, annulled or extinguished in whole or in part as to all or any part of the property then subject thereto in the manner and to the extent therein provided. In the event that any such written agreement of change or modification be duly executed and recorded, the original conditions, restrictions and changes as therein modified, shall continue in force for successive periods of ten (10) years each unless and until further changed, modified or extinguished in the manner herein provided.

Violation of any of the provisions hereof shall give Declarant, its successors or assigns, and its agents and employees, the right to enter upon the property as to which such violation exists, and to summarily abate and

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and remove, at the expense of the owner thereof, any thing or condition that may be or exist thereon contrary to or in violation of the provisions hereof. And said parties shall not thereby be deemed guilty of any respect of trespass by reason of such entry, abatement or removal.

The result of any act or omission whereby any of the terms and provisions hereof are violated in whole or in part, is hereby declared to be and constitute a nuisance, either public or private, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against any such act or omission, and may be exercised by Declarant, its successors or assigns, and by any owner of any part or portion of said tract. Such remedies shall be deemed cumulative and not exclusive.

A breach of any of the conditions, restrictions, reservations or other provisions hereof, shall cause the property and premises as to which such breach exists to revert to Declarant, its successors or assigns, each of whom respectively shall have the right of immediate re-entry upon such premises; and in the event of any such breach, any and all right, title or interest of any other persons shall thereupon become vested in Declarant, and all such other persons shall thereby forfeit all their right, title or interest therein. PROVIDED, however, that the breach of any of the provisions of this Declaration of Restrictions, or any re-entry by reason thereof, shall not affect nor render invalid the lien of any mortgage or deed of Trust made in good faith, for value, as to said lot or lots, building site or other parcel of said property, with the improve-ments thereon; PROVIDED, also, however, that the breach of any of the provisions hereof, or its continuance, may be enjoined, abated or remedied by appropriate proceedings; and PROVIDED, FURTHER, that each and all as against any grantee of said property, or any portion thereof by reason of the breach thereof, whether the interest is acquired by purchase, foreclosure, devise, inheritance, or in any other manner.

The provisions hereof are intended for and are for the benefit of said property and for the benefit of the present and future owners thereof, and the provisions hereof may be enforced and breach of the provisions hereof may be enjoined or prevented by any person owning any lot or other part or portion of said property. Failure or delay by Declarant or any property owner, to enforce any of the provisions hereof, or failure to enjoin the breach of any of said provisions, shall in no event be deemed to be acquiescence therein, or a waiver of the right to do so hereafter.

Declarant hereby expressly states and stipulates that as to said property, the provisions hereof are imposed for the purpose of establishing a general and common plan, and in furtherance thereof it is hereby expressly provided:

(1) That the provisions hereof are imposed on said property as covenants running with the land and same are intended for the benefit of and to run with said property, and same are for the mutual benefit of all owners of said property and each portion thereof, and each lot and portion of said property is imposed with a servitude for the benefit of and to run with each and every other portion of said property.

(2) That as to each and every provision hereof, each present and future owner of any part or portion of said property, their heirs,

successors or assigns, shall be deemed to take and hold title thereto charged with mutual equitable servitudes in favor of each such part or portion of said property against each other part or portion of said property, - the burden and benefit thereof passing to each successive new owner on each successive conveyance, as an incident of such ownership of such portion.

(3) That the provisions hereof are for the benefit of each of said lots or portions of said property and the respective owners thereof, and same may be enforced and the breach thereof enjoined and prevented by Declarant, its successors or assigns, or by any person or party owning or having any right, title or interest in any lot, building site, or parcel of said property.

Section 10. CONSTRUCTION TO BE PLACED ON PROVISIONS OF THIS DECLARATION.

If for any reason in the opinion of Declarant, its successors or assigns, uncertainty exists as to the construction to be placed on any of the terms and provisions hereof, or in the opinion of Declarant, its successors or assigns, any of the provisions hereof are not of practical application as to any particular lot or building site, then Declarant, its successors or assigns, shall have and they are hereby given the right and power, in its or their discretion, to construe and apply the provisions hereof in such a way and to such an extent as it or they may deem practical or advisable, and such decision shall be final.

Section 11. INVALIDITY OF PORTIONS OF THIS DECLARATION OF RESTRICTIONS.

In the event any of the provisions of this Declaration are declared invalid, void or not enforceable by any court of competent jurisdiction, such invalidity shall in no way whatsoever affect any other provision hereof - it being declared hereby that all of the remaining provisions hereof would have been imposed nevertheless by Declarant.

Section 12. RIGHT RESERVED TO IMPOSE AND PRESCRIBE OTHER RESTRICTIONS.

Declarant hereby expressly reserves the right and power to change use classifications and to increase, decrease or change restrictions, reservations, conditions, easements and rights of way on and against said property at the time or times lots or parcels of said tract are conveyed or deeded by it, its successors or assigns.

Section 13. ARBITRATION.

Controversies or claims arising with respect to interpretation, rights and responsibilities of parties, enforcement, breach and resale rights, prices and valuations, shall be arbitrated according to the rules of the American Arbitration Association; judgment on any award rendered may be entered in any court having jurisdiction.

Enforcement shall be by the aforesaid proceedings against any

person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

IN WITNESS WHEREOF, I & H INVESTMENT COMPANY, a California corporation, has caused its corporate name and seal to be affixed hereto, and this instrument to be executed by its President and Secretary thereunto duly authorized, this 22nd day of January 1959.

I & H INVESTMENT COMPANY

By Harold K. Hart
President

By Kenneth N. Dellamater
Secretary

MAR 4 1959