

DECLARATION OF PROTECTIVE RESTRICTIONS

DESERT SHORES UNIT NO. 2

THIS DECLARATION OF PROTECTIVE RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIMITATIONS LIENS AND CHARGES made this 26th day of June, 1956 by DESERT SHORES INVESTMENT CORPORATION, a California Corporation or its successors in interest, as "Declarant".

THAT WHEREAS, the undersigned, DESERT SHORES INVESTMENT CORPORATION, a California Corporation, is the owner and holder of that certain real property situated in the County of Imperial, State of California, described as follows:

Lots 1 to 17, both inclusive, Block 1; Lots 1 to 15, both inclusive, Block 2; Lots 1 to 5, both inclusive, Block 3; Lots 1 to 7, both inclusive, Block 4, Lots 1 to 14, both inclusive, Block 5; Lots 1 to 18, both inclusive, Block 6; Lots 1 to 17, both inclusive, Block 7; Lots 1 to 16, both inclusive, Block 8; Lots 1 to 14, both inclusive, Block 9; Lots 1 to 11, both inclusive, Block 10; Lots 1 to 20, both inclusive, Block 11; Lots 1 to 20, both inclusive, Block 12; Lots 1 to 10, both inclusive, Block 13; Lots 1 to 14, both inclusive, Block 14; Lots 1 to 6, both inclusive, Block 15, DESERT SHORES UNIT NO. 2, being a subdivision of a portion of the East half of Section 9, Township 9 South, Range 9 East, SBEM, plat of which is hereto attached.

WHEREAS, the lots may be improved by the construction thereon of single family residences, as hereinafter set forth, together with garages and other improvements, and

WHEREAS, the parties hereto mutually desire to restrict the use and occupancy of said real property and each and every lot or parcel thereof, and to subject the same to other restrictions herein contained,

NOW THEREFORE, in consideration of the premises and of the advantages derived by each of the parties hereto by the making of this Declaration, and further, in consideration of the benefits which will accrue to said real property and to each and every parcel thereof,

IT IS HEREBY MUTUALLY COVENANTED, AGREED AND DECLARED THAT said land and each and every part and parcel thereof shall, from and after the date hereof, be subject to the following restrictions, covenants and declarations, which shall apply to and be binding upon the parties hereto, and each of their successors and assigns, as follows:

1. That each and every lot in the tract shall be designated, sold and used for a residential lot; that each and every residential lot in the tract shall be used for private dwellings and a private garage for not more than two cars. No temporary structure shall be erected or constructed upon any of the residential lots of said tract, except for use in connection with the actual construction of a permanent residential building on said lot, but in no event shall said temporary structure remain on any lot in said tract for a period of time in excess of that period of time customarily required to construct such permanent dwelling together with garage and customary outbuildings. No trailer, basement, tent, shack, barn or other outbuilding, except a garage appurtenant to a residential dwelling, shall be erected in the tract at any time. No frame buildings shall be erected and have their exteriors remain unpainted for more than one month. All dwellings and garages in Unit No. 2 shall be single story structures, except that on the following lots two (2) story dwellings and/or garages may be erected: Lot 17, Block 1; Lots 9, 10 and 11, Block 11; Lot 11, Block 10; Lots 11 to 20, both inclusive, Block 12; Lots 6 to 10, both inclusive, Block 13; Lots 7 and 8, Block 14 and Lot 6, Block 15.

Handwritten notes on the right margin: 'B' at the top, a vertical list of numbers 33, 34, 35, 36, 37, and a date stamp 'AUG 23 1956' at the bottom.

2. That no building shall be erected on any lot nearer than 20 feet to the front lot line and no building shall be erected on any lot nearer than 5 feet to either side lot line except on corners where no building shall be erected on any lot nearer than 10 feet to the street lot line.

3. That no fence, wall or hedge shall be erected, planted or maintained across the width of any lot excepting at the front building set back line and/or extending along either side lot line and shall not extend nearer than six 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 six feet distant therefrom.

4. That no single family residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet, not a width of less than 60 feet at the front building setback line.

5. That no noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. That no existing structures shall be moved into this tract and established on any residential lot without the written permission of the vendor first had and obtained.

7. That no single family dwelling shall be erected or placed or maintained on any lot in said tract having a ground floor square foot area of less than 600 square feet exclusive of basement, porches, patios and garages.

8. The proposed designs for all buildings shall be submitted for approval to the Desert Shores Investment Corporation.

9. That these covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1st, 1975 unless at any time by a vote of the majority of the lots, as evidenced by title of record, it is agreed to nullify, change or void the covenants in whole or in part. In the event no change has been made the covenants shall automatically be extended for successive periods of ten (10) years unless and until any changes have been made.

10. That if the parties hereto or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent or enjoin him or them from so doing and to recover damages or other dues for such violation.

11. That if any provisions of these covenants or restrictions be declared invalid or unenforceable, all other provisions, covenants and restrictions shall remain in full force and effect.

12. That the breach of any of the said covenants or restrictions shall not defeat or affect the lien of any mortgage or deed of trust made in good faith and for value upon said land, but such covenants and restrictions shall be binding upon and effective against any owner of said premises whose title is acquired by foreclosure, trustee sale or otherwise.

13. That it is not the intention of the owners to hereby create a condition of forfeiture or any implied conditions of forfeiture or reservation of title in the event of violation hereof, but it is their intention that the remedy for the enforcement of this general plan of covenants and restrictions shall be by action for injunction to prevent violation hereof or any action for damages, and that such action shall inure to and pass with each and every lot in said tract for the mutual benefit of the subsequent owner or owners thereof and their successors or assigns.

AUG 23 1956

32

agreement the vendor shall deliver to the purchaser a policy of title insurance issued by Pioneer Title Insurance and Trust Company, or any other reputable title company, showing title to the real estate in the grantor in said deed, subject only to reservations, restrictions and easements of record and to the usual exceptions contained in the policy of title insurance issued by such title company.

16. That the purchaser agrees not to remove any of the lot markers or posts showing the lot numbers until the property has been paid for in full and even then not to remove such markers as form the common boundary between his property and property not owned by the purchaser herein.

17. READ THIS CONTRACT CAREFULLY, EXAMINE THE REAL ESTATE HEREIN DESCRIBED AND CHECK THE LOCATIONS AND SIZE OF THE REAL ESTATE WITH PLAT BEFORE SIGNING.

DESERT SHORES INVESTMENT CORPORATION,

BY [Signature] (SEAL)
President

ATTEST: [Signature] 66 (SEAL)
Secretary

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

On August 6th, 1956 before me, the undersigned, a Notary Public in and for said County and State, personally appeared HARRY PON, known to me to be the President and MARGARET CLARK, known to me to be the Secretary of the corporation that executed the within instrument, and 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 the board of directors.

WITNESS my hand and official seal.

[Signature]
Notary Public in for said County and State

DOCKETED
RECORDED
Pioneer Title Insurance & Trust Co.

1956 AUG 23 10 10 55

OFFICIAL RECORDS
IMPERIAL COUNTY CLERK
EVALUATION DIVISION
COUNTY SECRETERY

\$360

AUG 23 1956

322