

DECLARATION OF PROTECTIVE RESTRICTIONS

DESERT SHORES UNIT #1

THIS DECLARATION OF PROTECTIVE RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIMITATIONS, LIENS AND CHARGES made this 12th day of April, 1955 by THE ILLIANA CORPORATION, a California Corporation or its successors in interest, as "Declarant".

THAT WHEREAS, the undersigned, THE ILLIANA 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 A; Lots 1 to 12, both inclusive, Block B; Lots 1 to 23, both inclusive, Block C; Lots 1 to 27, both inclusive, Block D; Lots 1 to 31, both inclusive, Block E; Lots 1 to 33, Block F; Lots 1 to 18, both inclusive, Block G, DESERT SHORES UNIT #1, being a subdivision of a portion of the East half of Section 9, Township 9 South, Range 9 East, SBBM, plat of which is hereto attached.

WHEREAS, certain of the above lots may be improved by the construction thereon of single family residences while certain others may be improved by the construction thereon of stores and duplexes, etc., 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, except those numbered from 1 to 17 in Block A and 1 to 12 in Block B 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 out-buildings. That 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. Lots numbered from 1 to 7 in Block A and 1 to 5 in Block B, shall be designated as and considered business or commercial lots. No permanent commercial building shall be constructed on any business lot which shall be less than 25 feet in width, nor have a ground floor square foot area of less than 750 square feet. Lots 8 to 17, Block A and 6 to 12, Block B are hereby designated as multiple dwelling lots permitting the construction of not more than six rental units. *per floor*
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 other than business lots 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 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 provided that any such fence, wall or hedge extending along either side lot line 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, nor 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. 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 so been made the covenants shall automatically be extended for successive periods of 10 years unless and until any changes have been made.
9. 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 or to recover damages or other dues for such violation.
10. 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.
11. 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, trustees sale or otherwise.
12. 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 or actions 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.
13. Subject to 5 feet public utility easements as shown on plat of Desert Shores.
14. That within a reasonable time after delivery of deed, as provided in this agreement the Vendor shall deliver to the purchaser, at Vendor's option a policy of title insurance issued by Pioneer Title Insurance and Trust Company, or any other reputable title company, or abstract of title 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.
15. 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.
16. READ THIS CONTRACT CAREFULLY, EXAMINE THE REAL ESTATE HEREIN DESCRIBED AND CHECK THE LOCATIONS AND SIZE OF THE REAL ESTATE WITH PLAT BEFORE SIGNING.

THE ILLIANA CORPORATION,

BY _____ (SEAL)
 President

ATTEST: _____ (SEAL)
 Secretary