

DECLARATION OF
CONDITIONS AND
RESTRICTIONS
OF
RANCHO PALMERAS ESTATES

Reprinted November, 1989
by
Rancho Palmeras as Property
Owners Association
Post Office Box 863
Indian Wells, CA 92210

Declaration of Conditions and Restrictions
of
Rancho Palmeras Estates, Unit No. 4

THIS DECLARATION made by PIONEER TITLE INSURANCE COMPANY, a corporation, and PALMERAS ESTATES COMPANY, a limited partnership, herein called the "DECLARANT."

WITNESSEH

Whereas, Declarant is owner of said Lots laid out and delineated on that certain map entitled "RANCHO PALMERAS ESTATES", which said map was recorded in the office of the County Recorder of Riverside County, California, on June 21, 1960, in Book 40 at page 35 of Maps, 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 sub- serve 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 thereof as the dominant tenement or tenements as follows, to-wit:

SECTION 1. All of the provisions, restrictions, conditions and agreements set forth in this Declaration shall affect all of the lots delineated on said Map, shall run with the land, and shall exist and be binding until the first day of January, 2000, when they shall in all respects terminate and be of no further effect, unless prior to January 1, 2000, the owners of record of seventy-five percent (75%) of said lots shall by written instrument, duly executed and recorded in the same manner as grants of real property, declare a continuation or modification of the same as to such subdivision, and which shall continue for a further period of time and in such a manner as in such declaration.

SECTION 2. 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, and to create reciprocal rights between the respective owners of all of the lots 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 .

SECTION 3. Each and every of the said lots shall be used for private residence purposes only, and no structure whatever, other than first class, single story, private, one family residence shall be erected, placed or maintained on any lot. Garages or carports must be part or attached to the residence by arbor or breezeway. No more than one room in each residence may contain kitchen facilities. In addition to the residence structure, swimming pools, walls, the Architectural Committee may install fences and landscaping subject to approval of plans.

Said dwelling houses must follow types of architecture acceptable to the Architectural Committee which shall be appointed by the Declarant.

SECTION 4. No business, profession or commercial activity of any nature shall be conducted on any lot. No building or structure intended for or adapted to business or professional purposes, nor any apartment house, hotel, duplex, flat building, lodging house, rooming house, hospital, or sanitarium shall be erected, placed, permitted or maintained on any lot, except that Declarant and/or its Sales Agent may erect a temporary office or use a residence from which either or both may conduct its business of developing and selling said property, but any such temporary office shall be discontinued and removed when all of the properties in the subdivision have been sold.

No room or rooms, in any residence, or parts thereof, may be rented or leased. Nothing in this Section 4, however, shall be construed as preventing the renting or leasing of an entire lot as a single unit to a single family.

SECTION 5. No temporary house, trailer, tent, garage, or out-building shall be placed or erected upon any part of said property or upon any lot, and no residence placed or erected on any lot shall be occupied in any manner at any time prior to its being fully completed in accordance with approved plans (as hereinafter provided) nor shall any residence when completed be in any manner occupied until made to comply with all requirements, conditions and restrictions herein set forth, provided, however, that during the actual construction or alteration of a building on any lot, necessary temporary buildings for storage of materials may be erected and maintained by the person doing such work.

The work of constructing, altering, or remodeling any building on any part of the property shall be prosecuted diligently from the commencement thereof until the completion thereof, and in no event shall construction take longer than six (6) months without the consent of the Architectural Committee.

SECTION 6. All plans and specifications for any building, swimming pool, fence, coping, or other structure whatsoever to be erected on or moved upon or to any lot or part of said property, also the proposed location thereof on any lot or lots, the roofs and exterior color schemes thereof, any later changes or additions thereto after initial approval thereof, and any remodeling, reconstruction, alteration, or additions to any building or other structure on any lot or part of said property shall be subject to and shall require approval in writing by the Architectural Committee appointed from time to time by the undersigned Declarant, before any such work is commenced or done.

In order to avoid any unnecessary hardships, it is mandatory that all lot owners

contemplating works of construction, improvement, etc., shall submit, in duplicate, to this Declarant at the outset, preliminary drawings, in order to obtain tentative action thereon by this Declarant before causing preparation of detailed or complete drawings, plans and specifications or incurring substantial expenses in that regard. A service charge of Fifteen dollars (\$15.00) shall be paid by the owner to the Declarant. One set of preliminary plans shall be retained by the Architectural Committee.

Before anyone shall commence the construction, reconstruction, remodeling, addition or alteration of any building, swimming pool, wall, fence, coping, or other structure whatsoever on any lot, there shall be submitted to Declarant two complete sets, of plans and specifications for said improvement, the erection or alteration of which is desired, and no such structure or improvement of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot or property in question of the building, wall, fence, coping or other structure, proposed to be constructed, altered, placed, or maintained together with the proposed color scheme for roofs and exteriors thereof.

The Declarant shall have the right to disapprove any plans, specifications, or details thirty days from the receipt thereof. One set of plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting the same; and the other copy thereof shall be retained by the Declarant. In the event there be no action taken to approve or disapprove such plans or specifications and details within thirty days after delivery thereof, to Declarant, and no action has been instituted to enjoin the doing of the proposed work, the provision requiring approval of plans shall be deemed waived.

The Declarant shall have the right to disapprove any plans, specifications, or details submitted to it as aforesaid in event such plans, specifications and details are not in accordance with all of the provisions of this Declaration. If the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with adjacent buildings or structures, if the plans and specifications submitted are incomplete, or in event Declarant deems the plans, specifications or details or any part thereof to be contrary to the spirit or intent of these conditions and restrictions, or contrary to interest, welfare or rights of all or any part of the real property subject thereto, or the owners thereof, or of the adjacent property owners, all in the sole and uncontrolled discretion of the Declarant. The decisions of Declarant shall be final.

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.

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

All improvements, when started, shall progress diligently and promptly to completion, including landscaping therefor.

SECTION 7. Every principal residence constructed on any lot shall have not less than Fourteen Hundred (1400) square feet of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages or carports).

SECTION 8. 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. Declarant shall have complete and final judgment as to the justification for any variance or adjustment to the conditions or restrictions herein.

SECTION 9. No horses, cattle, sheep, goats, pigs, rabbits, poultry, or other livestock of any description shall be maintained on any part of said property, with the exception of not to exceed three (3) dogs, cats and other animals which are bona fide household pets and which do not make objectionable noises nor otherwise constitute a nuisance or inconvenience to any of the residents of adjacent or nearby property, whereupon the persons having same in custody forthwith shall remove same from the properties.

SECTION 10. Every building, structure, or other improvement other than a wall or fence, which is erected or placed upon any lot (excluding uncovered terraces, steps and roof projections at the eaves) shall be set back the following prescribed distances from the lot lines (in no event shall the projection of the eaves extend closer than 4 feet to the side yard property lines):

- (a) FRONT YARD SETBACKS: Not less than 2 feet from any street lot line. Corner lots fronting on two streets shall be considered as having two street lot lines and the setbacks shall not be less than 20 feet from the front or shorter street frontage and 20 feet from the side or longer street frontage.
- (b) SIDE YARD SETBACKS (that are not on street side): Not less than 8 feet from any side lot line where the 20 foot front setback line is 100 feet or more in width or 6 feet from any side lot line where such width is less than 100 feet.
- (c) REAR YARD SETBACKS: Not less than 10 feet from any rear lot line.

SECTION 11. No wall, coping or fence exceeding six feet in height measured from the adjoining ground surface inside the wall, may be erected or maintained on any lot. Boundary planting along any lot lines, except trees with single trunks, shall not be permitted to grow higher than eight (8) feet.

No walls, coping, fences, hedges or plantings (other than grass and palm trees) will be permitted on the street frontage beyond the setback line unless the Architectural Committee grants permission.

SECTION 12. Easements and rights-of-ways in perpetuity are hereby reserved for

the erection, construction, maintenance and operation of poles, anchors, wires, conduits and apparatus for the transmission of electrical energy, for telephone, television and radio lines and for the furnishing of water, gas, sewer service, or for other utility purposes, together with the right of entry for the purpose of installing, maintaining, and reading gas, electric and water meters, together with the further right to the undersigned to convey or lease the whole or any portion of such easement, right-of-way, and right-of-entry to any person or persons or to any corporation or municipal body over, under, along, across, upon and through a strip of land 6 feet in width along the boundary lines of all lots in said property and such other areas as are designated on said subdivision map.

SECTION 13. Any building placed, erected or maintained upon any lot in the tract shall be entirely constructed thereon, and it shall not nor shall any part thereof be moved or placed thereon from elsewhere, except with the express written consent of the Declarant.

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, except for temporary use in drilling for water or repairing water well on Lot H.

All rights to water, on, natural gas, hydrocarbons and minerals underlying said property are reserved to Declarant, but without right of surface entry.

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 nameplate of the occupant and a street number, except signs for use by Declarant or its exclusive Sales Agent for purpose of its sale of the property. No other sale or rental signs or flags shall be permitted by the owner or on any lot or building.

No elevated tanks of any kind shall be erected 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 ground level and concealed.

The service yard area of each residence shall be fully enclosed with a solid type wall or solid type fencing to conceal clotheslines, garbage cans, woodpiles and storage piles, etc., from neighboring lots and streets.

SECTION 14. Each lot at all times shall be kept in clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, trimmings, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any lot so they are visible from any neighboring lot or street, except as necessary during the period of construction.

In the event any structure is destroyed either wholly or partially by tire 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.

Each lot shall at all times be kept clear of debris and weeds and other unsightly growth, and all trees shall be adequately watered and trimmed. In the event of violation of

this provision, Declarant shall have the right to clear said lots and water and trim the trees and plantings at the owner's expense and said violation and/or cost will give Declarant a lien right enforceable against said lot.

No lot shall be used in whole or part for 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 near-by properties.

SECTION 15. No lot or lots shall be subdivided, 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.

SECTION 16. 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.

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 the Declarant or other property owner shall have notified in writing the owner or lessee in possession of the lot upon which 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 the Declarant, its successors and assigns, who shall have the right of immediate reentry upon and possession of said lot or lots

Provided further that a violation of any of the fore-going 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.

SECTION 17. 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, correct or care or, at the expense of the owner thereof, any structure, 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.

SECTION 18. 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 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 the 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.

Said restrictions, covenants, and agreements are intended and imposed for the direct and mutual and reciprocal benefit of each and all 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.

The provisions herein contained 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 proceedings by Declarant.

SECTION 19. 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 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 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 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.

SECTION 20. 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 continue unimpaired and in full force and effect.

SECTION 21. 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 corporations by appropriate instrument in writing executed by Declarant and recorded in the Office of the County Recorder of said County of Riverside, California, and wherever Declarant is herein referred to, such reference shall be deemed to include its successor or successors in interest.

SECTION 22. 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 others, or any of them.

SECTION 23. Any variances or adjustments of these conditions and restrictions granted by Declarant pursuant to Section 8 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.

IN WITNESS WHEREOF, PALMERAS ESTATES COMPANY, a limited Partnership, has caused his name to be signed thereunto this 21st day of June 1960.

PALMERAS ESTATES COMPANY a limited partnership.
By E.M. Peterson

PIONEER TITLE INSURANCE COMPANIES a corporation.
By Jack Stiles, Assistant Secretary

Recorded June 21, 1960 as instrument No. 55039 in Book 2717, Page 523, County of Riverside, California

ADDENDUM

SECTION 7, HAS SUBSEQUENTLY BEEN ALTERED. AT PRESENT THE 1400 SQ. FT. MINIMUM FIGURE SHOULD READ 2,000 SQ. FT. SPECIFIC DETAILS REGARDING MAINTENANCE ARE SET FORTH IN SECTUIB 14.

RECORDING REQUESTED BY:
RANCHO PALMERAS PROPERTY OWNERS
ASSOCIATION, INC.

AND WHEN RECORDED MAIL TO:

Wayne S. Guralnick, Esq.
Guralnick & Gilliland
74-399 Highway 111, Ste. M
Palm Desert, CA 92260

DOC # 1999-497818

11/10/1999 08:00A Fee:15.00

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF
RANCHO PALMERAS PROPERTY OWNERS ASSOCIATION

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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF
RANCHO PALMERAS PROPERTY OWNERS ASSOCIATION**

THIS FIRST AMENDMENT is made this 15th day of October, 1999, by the written consent of at least seventy-five percent of the record owners within Rancho Palmeras Property Owners Association in the City of Indian Wells, County of Riverside, State of California, which is legally described in Exhibit A, attached hereto and made a part hereof by this reference (hereinafter "Property").

WHEREAS, the Declaration of Conditions and Restrictions for Rancho Palmeras Estates (hereinafter "CC&Rs") was recorded on June 21, 1960 as Instrument No. 55039, in Book 2717, Page 523, records of Riverside County, California; and

WHEREAS, pursuant to Section 1 of the CC&Rs, at least seventy-five percent (75%) of the owners of record of the Rancho Palmeras Property Owners Association (hereinafter "Association") must provide written consent to amend the CC&Rs.

NOW, THEREFORE, the undersigned Association hereby declares that the following provisions of the CC&Rs shall be amended as follows (double underline indicates additions; ~~strike-outs~~ indicate deletions):

SECTION 1. All of the provisions, restrictions, conditions and agreements set forth in this Declaration shall affect all of the lots delineated on said Map, shall run with the land, and shall exist and be binding ~~until the first day of January, 2000, when they shall in all respects terminate and be of no further effect, unless prior to January 1, 2000, the owners of record of seventy-five percent (75%) of said lots shall by written instrument, duly executed and recorded in the same manner as grants of real property, declare a continuation or modification of the same as to such subdivision, and which shall continue for a further period of time and in such a manner as in such declaration.~~ The provisions of this Declaration shall continue in effect for a term of fifty (50) years from the date of execution. Thereafter, it shall be automatically extended for successive periods of ten (10) years, unless and until seventy-five percent (75%) of said Lots have given their written consent to terminate it.

CERTIFICATE OF SECRETARY

The undersigned, as Secretary of the Board of Directors of RANCHO PALMERAS PROPERTY OWNERS ASSOCIATION, hereby certifies under penalty of perjury that the above First Amendment to the CC&Rs was approved by at least seventy-five percent (75%) of the record owners of the Association, evidence of which is on file in the office of the Association.

RANCHO PALMERAS PROPERTY OWNERS ASSOCIATION

DATE: 10/18/99

By: *Robert Kurler*

Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

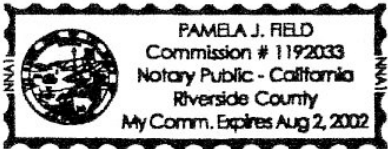
State of California

County of Riverside

On October 18, 1999 before me, Pamela J. Field
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Robert Kurth
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Pamela J. Field
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
Secretary TITLE(S)
- PARTNER(S) LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

First Amendment to CC&Rs
TITLE OR TYPE OF DOCUMENT

3
NUMBER OF PAGES

10/18/99
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Rancho Palomas Property Owners Association

SIGNER(S) OTHER THAN NAMED ABOVE

