

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned FERRIS DEVELOPMENT CORPORATION, being the owner of the following described real property, situated in the County of Riverside, State of California, to wit:

Lots 1 through 576, inclusive, of TRACT NO. 2364, as shown by Map on file in Book 43 pages 57 through 63, inclusive, of Maps, Records of Riverside County, California;

in desiring to establish the nature of the use and enjoyment thereof does hereby declare said real property subject to the following restrictive covenants as to the use and enjoyment thereof, all of which are and shall be construed as restrictive covenants running with the title to said premises, and with each and every lot, part and parcel thereof, to wit:

- (1) No building except a single family residential dwelling and a private garage, carport or servants quarters, for use in connection with such dwelling shall be erected, maintained, or permitted on any lot or portion thereof. No dwelling shall be used except as a single family dwelling.
- (2) No dwelling shall be erected upon any of Lots 2 through 29, inclusive, 31 through 431, inclusive, unless such dwelling contains at least eight hundred (800) square feet of enclosed living area floor space. The term "living area floor space" is exclusive of floor space in porches, pergolas, garages, carports and servants quarters. All buildings shall be constructed of brick frame, cement block or other substantial masonry construction, or insulated frame construction. No more than one dwelling shall be built on any one lot.
- (3) No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than six thousand six hundred (6,600) square feet.
- (4) The front line of any building erected upon any lot shall not be closer than twenty (20) feet to the front lot line, and the side walls of any building shall not be closer than five (5) feet to the side lot line and not closer than ten (10) feet to the side lot line if such lot line is adjacent to a street, except that any garage or carport detached from the dwelling may be erected on either side or back lot line if such garage or carport is located entirely within the rear one-half of said lot.

The carport and storage room attached to the walls of the dwelling may be placed not closer than five (5) feet to an interior side lot line and not closer than ten (10) feet to a side lot line adjacent to a street. In the event an owner acquires a portion of any adjoining lot or lots, the foregoing measurement shall be made from such owner's side property lines, rather than from the side lot lines indicated on said recorded map or plat. No portion of the buildings erected on lots bordering on the golf course shall be placed closer than twenty-five (25) feet to the boundary line of said golf course, otherwise the rear lot setback shall not be less than twenty (20) feet.

- (5) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five (5) feet of each lot. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with

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the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

- (6) No house trailer, and no temporary or permanent building of any nature detached from the dwelling, shall be built, erected, placed or maintained on any lot; Provided, however, that a detached garage or carport, limited in size to three-car capacity, or a detached garage or carport with servants quarters attached, may be erected upon any lot, but such servants quarters shall be used only by servants who are employed in the dwelling erected upon the same lot where such servants quarters are located. No garage, carport or servants quarters shall be commenced or erected on any lot until construction of the dwelling, complying with these restrictions, shall have been commenced by a responsible contractor pursuant to a bona fide building contract, and all buildings shall be of the same or similar style as that of the dwelling erected or being erected on the lot on which said buildings are located.
- (7) No store, office, or other place of business of any kind, and no hospital, sanatorium, or other place for the care or treatment of the sick, physically or mentally, nor any theater, saloon or other place of entertainment shall be erected or permitted upon any lot, and no business of any kind or character whatsoever shall be conducted in or from the building located on any lot or from any lot.
- (8) No swine, horses, cows or other livestock, no pigeons, chickens, ducks, turkeys, or other poultry shall ever be kept upon any lot.
- (9) No solid wall, fence or hedge shall be erected or maintained nearer to the front lot line than the walls of the dwelling erected on such lot, and in the case of any lots on which no residence has been erected, no solid wall, fence or hedge shall be constructed or maintained closer than twenty-five (25) feet to the front lot line of any lot. No side or rear fence or hedge and no side or rear wall other than the wall of a building constructed on any of said lots, shall be more than six (6) feet in height. Lots bordering the golf course shall not erect or maintain a fence, wall, rail or hedge at a greater height than three (3) feet within twenty-five (25) feet of the rear property line. Landscaping shall be planned for lots bordering the golf course so as to avoid undue obstruction of the view of the golf course from said lots.
- (10) No prefabricated building or structure of any nature whatsoever, permanent or temporary, shall be moved or placed upon or assembled or otherwise maintained on any lot, provided, however, that a temporary office, tool shed, saw shed, lumber shed and sales office may be maintained upon any lot or lots by any building contractor for the purpose of erecting and selling dwellings on any lot or lots but such temporary structures shall be removed at completion of construction or selling of dwellings, whichever is later.
- (11) ... clothes lines, equipment, service yards, wood piles or storage piles shall be kept screened by adequate planting so as to conceal them from view of neighboring lots, streets, or golf course property. All rubbish, trash or garbage shall be removed from the lots and shall not be allowed to accumulate thereon, and shall not be burned except by use of incinerator and then only during the hours so specified by the governing authority.

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(12) That in order to operate and maintain efficiently the community facilities for the property covered by these restrictions, a non-profit association shall be formed to hold title to said facilities. Said association shall have the powers to:

- (a) Assess property owners within the above-described area for maintenance and operation in a sum not to exceed Seventy-five Dollars (\$75.00) per year per member, except that said limit may be raised upon an affirmative vote of not less than seventy-five percent (75%) of the resident home owners.
- (b) Use and expend the assessments collected to maintain, care for, and preserve the buildings, grounds and improvements.
- (c) Pay taxes and assessments levied and assessed against the real property, and such equipment and tools, supplies, and other personal property as are owned by the non-profit association for the common benefit of all owners of the above-described property.
- (d) Pay for water, insurance, sewerage and other utilities and expenses as shall be designated by the non-profit association.
- (e) Repair and replace facilities, machinery and equipment as is necessary and convenient, in the discretion of the non-profit association, and set up a reserve for depreciation, if deemed necessary.
- (f) Insure, and keep insured, all buildings and improvements on the property, against loss from fire or other casualty, and to purchase such other insurance as the non-profit association may deem advisable. Such insurance may, at the discretion of the non-profit association, be taken in the name of the non-profit association for the benefit of all owners, or in such other manner as the non-profit association may deem advisable. In the event any of such insurance proceeds are insufficient to repair or replace loss or damage, to levy an additional assessment in proportionate amounts to cover such deficiency.
- (g) Collect delinquent assessments by suit or otherwise.
- (h) Protect and defend the property from loss and damage by suit or otherwise.
- (i) Employ workmen, janitors and gardeners and to purchase supplies and equipment, to enter into contracts and generally to have the powers of a manager in connection with the matters hereinbefore set forth.
- (j) Make reasonable rules and to amend the same from time to time, and such rules and amendments shall be binding upon the owners.
- (k) Create an assessment fund into which the non-profit association shall place all sums collected by assessment or otherwise, the assessment fund to be used and expended for the purposes herein set forth.
- (l) Appoint officers and agents to carry out the business of the non-profit association.

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(11) It is contemplated that during the sales and development stage of construction of the Sun City community, that the control of the operation and the activities of the Sun City Community Center shall be vested in the developer.

(13) No structure shall be commenced or erected on any of said lots until the design, plot plan as to location of such structure, and the kind of materials to be used in such structure have been approved by any two of the members of the Architectural Control Committee, consisting of O. F. Childress, Keith A. Miller, W. Gordon Heath and J. W. Meeker, which Committee shall act until ninety percent (90%) of the said lots have been sold or for five (5) years from the date hereof, whichever of said events is earlier, at which time such powers as stated above shall be transferred to the non-profit association, set forth in Covenant 12.

(14) Enforcement of each covenant set forth in these restrictions shall be the right of each property owner in the area covered by said restrictions, either by suit or action in law or equity. In addition, such enforcement shall be a right of the Architectural Control Committee until such time as it relinquishes its powers to the non-profit association pursuant to Paragraph 13, above. At said time, the non-profit association shall have the same right as any other property owner for enforcement of these restrictions. Notwithstanding the above right, said Association shall have the immediate right to enforce the provisions of Paragraph 12 against all residential property owners, other than the Ferris Development Corporation and said provisions shall be binding on each and every one of said owners.

(15) Non-residential Uses.

Lots 1, 30, 574 and 575 of Tract 2364 are restricted to golf course use only.

Lots 484, and 485 of Tract 2364 are restricted to commercial development only.

Lot 576 of Tract 2364 is restricted to community facilities use only.

Lots 432 through 483, inclusive and Lots 486 through 573, inclusive, of Tract 2364 are restricted to apartment dwellings.

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of said lots or any part or parcel thereof in Tract No. 2364, for a period of thirty-five (35) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of two-thirds of the then owners of said lots to change the said covenants in whole or in part. Deeds of Conveyance of said property, on any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds or any thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator; provided, however, that a violation of these restrictive covenants or any one or more of them, shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record, upon said lots or any parts thereof.

DECLARATION OF AMENDMENTS TO RESTRICTIONS

THIS DECLARATION made this 18 day of October, 1962 by Sun City Development Corporation, a New York corporation, formerly Farris Development Corporation, a New York corporation, hereafter called the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of property described as Lots 1 to 576, inclusive, of Tract 2364, as shown by map on file in Book 43 pages 57 to 63, inclusive, of Maps, Records of Riverside County, California, and at this time is the owner of more than 51% of the total number of Lots in said subdivision.

WHEREAS, Declarant recorded a Declaration of Restrictions for said subdivision, recorded March 27, 1962 as Instrument Nos. 27667, 27668, & 27669.

NOW THEREFORE, Declarant is desirous of deleting Lots 449 to 485, inclusive, from the coverage of said Declaration of Restrictions, does hereby amend said Declaration of Restrictions to cover the following described property:

Lots 1 to 448, inclusive, and Lots 446 to 576, inclusive, of Tract 2364, as shown by map on file in Book 43 pages 57 to 63, inclusive, of Maps, Records of Riverside County, California.

SUN CITY DEVELOPMENT CORPORATION

[Signature]

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STATE OF CALIFORNIA
COUNTY OF

Riverside

October 11, 1962

before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Keith A. Miller

known to me to be the Declarant's Vice President, and

WITNESSETH my hand and official seal

[Signature]
Notary Public in and for said County and State.

Dolores E. Valentine
My commission expires 9/30/66

First American Title Company

RECEIVED FOR RECORD
OCT 19 1962
AT 5:50 O'CLOCK A.M.
BY MEXICAN TITLE COMPANY
OF RIVERSIDE
Recorded in District Records

EL. M., Records of Riverside County, California
[Signature]
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Amendment
to 2364