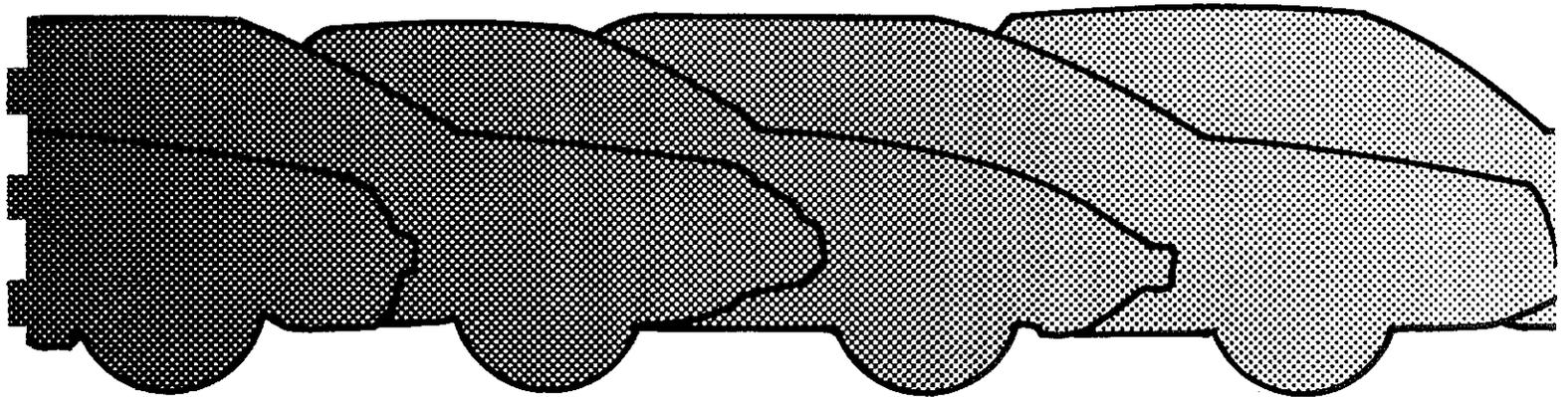


7-3-8

# HEMET AUTO MALL

## SPECIFIC PLAN



*NBS//LOWRY*  
ENGINEERS & PLANNERS

# **HEMET AUTO MALL**

## **SPECIFIC PLAN 87-28**

Originally Adopted By Ordinance 1287 (Effective May 24, 1988)  
Amended by Ordinance 1380 (Effective March, 3, 1990)  
Amended by Ordinance 1387 (Effective May 8, 1990)  
Amended by Ordinance 1425 (Effective September 10, 1991)  
Amended by City Council – December 14, 2003 (SPA 03-03)  
Amended by Ordinance 1728 (Effective January 11, 2005)  
Amended by City Council – August 13, 2013 (SPA 13-001)  
Approved By Ordinance Bill No. 13-038 (Effective September 26, 2013)

**Prepared by**

**NBS/Lowry  
Engineers & Planners**

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## I. PROJECT DESCRIPTION

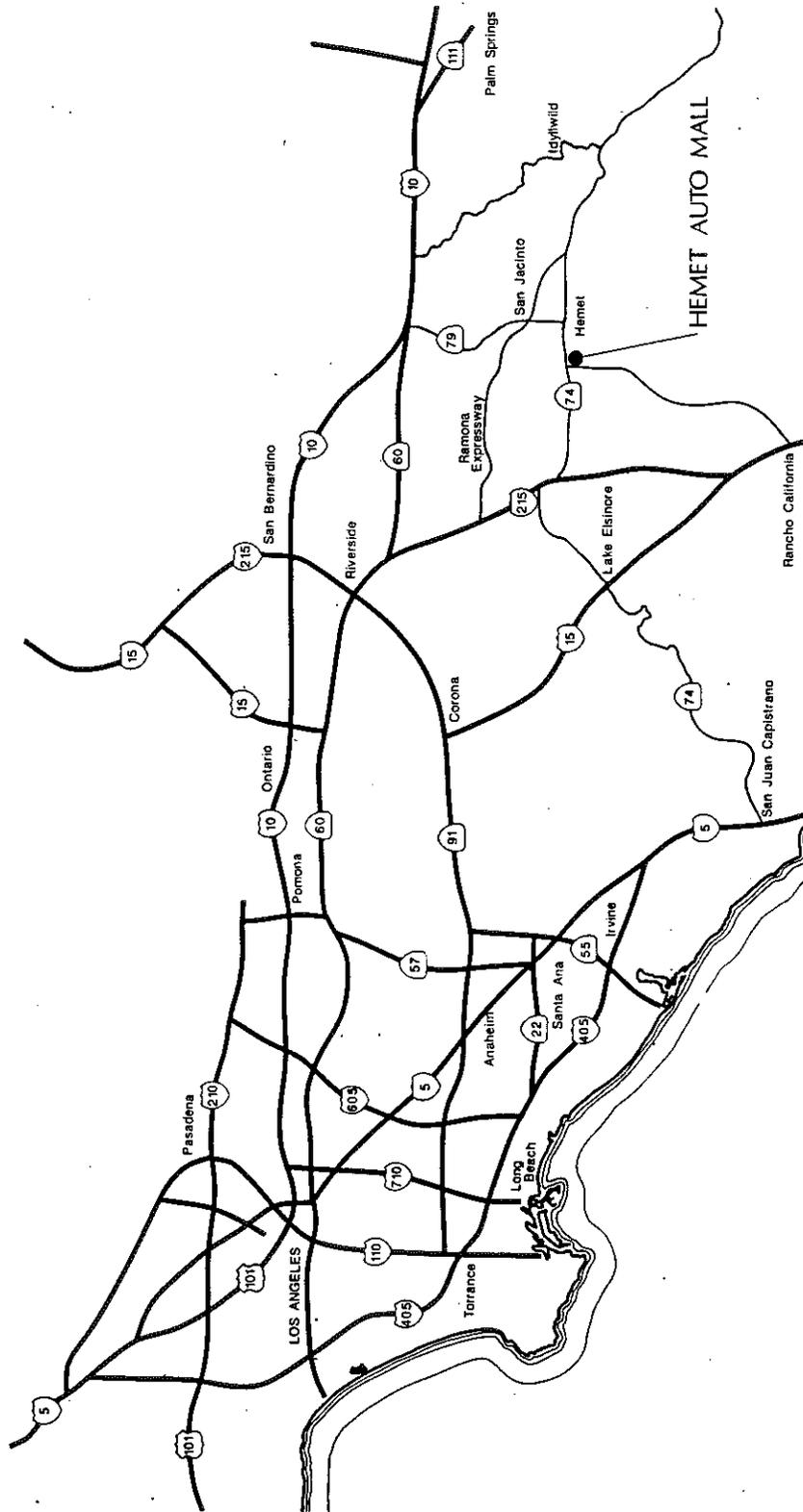
- A. Location:** The Hemet Auto Mall is a proposed commercial development on 80-acres in the City of Hemet, Riverside County (see Figure I-1 - Location Map).
- B. Vicinity:** The site is located on the Southeast corner of Florida Avenue (State Highway 74) and Warren Road. Vacant/agricultural lands lie to the West and North, Hemet West Mobile Home Estates are adjacent the site to the East, and Deutsch Company and Ryan Airport are to the South. Properties to the South are unincorporated Riverside County land, and the Deutsch Company facility and airport are under jurisdiction of the Riverside County Airport Commissions and the Federal Aviation Administration (see Figure 1-2 - Vicinity Map).
- C. Site:** The project site is flat with no significant natural or artificial characteristics and contains no known cultural or environmentally sensitive features. Portions of the site lie within a 100-year flood area and the site is currently subject to seasonal ponding at the Southwest corner. Vegetation consists primarily of seasonal forbs and grasses of the graminoid subformation common to lands which have been previously cultivated. There are no man-made structures above ground, but the San Jacinto-San Vicente Aqueduct traverses the Northwest corner of the site approximately 12-feet below ground. Three streets border the project: Florida Avenue (State Highway 74) along the Northern property line; Warren Road along the West; and Whittier Avenue along the South (see Figure I-3 - Site Plan).
- D. General Objectives/Concepts:** The design objective of the Hemet Auto Mall Specific Plan is to create and ensure a comprehensive, orderly and safe land use plan for automotive dealerships and closely associated uses. The intent of the plan is to provide guidelines to achieve a singular identity, cohesive standard of quality, efficient traffic circulation and safety.

A Property Owners' Association shall be formed for administration, management, common area maintenance, public relations and promotion. The Property Owners' Association is made up of the record owners of each lot within the Auto Mall. In addition, a Design Review Committee shall consist of eight representatives of the Auto Mall for the review of site design elements. The Committee has authority to approve or deny all improvements as defined in the Conditions, Covenants and Restrictions. The Committee may have advisory members including, but not limited to an architect or landscape architect. All plans shall be reviewed by the City for compliance with this plan (see Appendix A - Conditions, Covenants and Restrictions).

- E. Land Use Plan:** The project is divided into three areas:
1. Area A includes all of the new auto dealerships (referred to as the Dealer Group in the CC&Rs).
  2. Area C Restaurant/Commercial Development
  3. Area D Future Automobile Dealership Sites and/or other permitted uses (see Figure I-4 - Development Plan).

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### HEMET AUTO MALL SPECIFIC PLAN



# LOCATION MAP

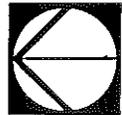
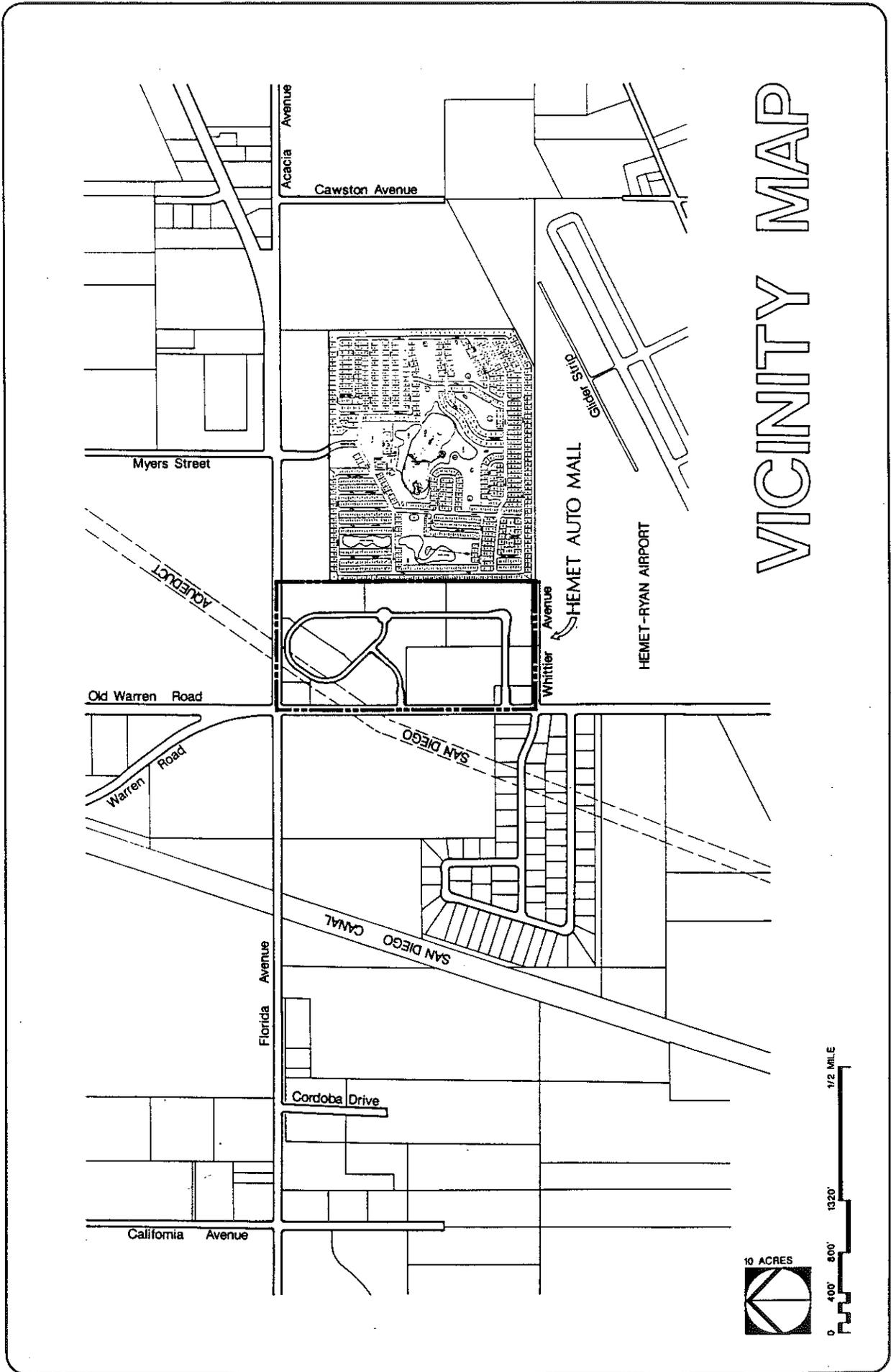


Figure I-1



# VICINITY MAP

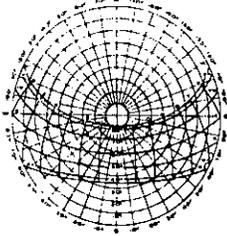
Figure I-2

# HEMET AUTO MALL

M-66-27.007 M-5-15555

Figure I-3

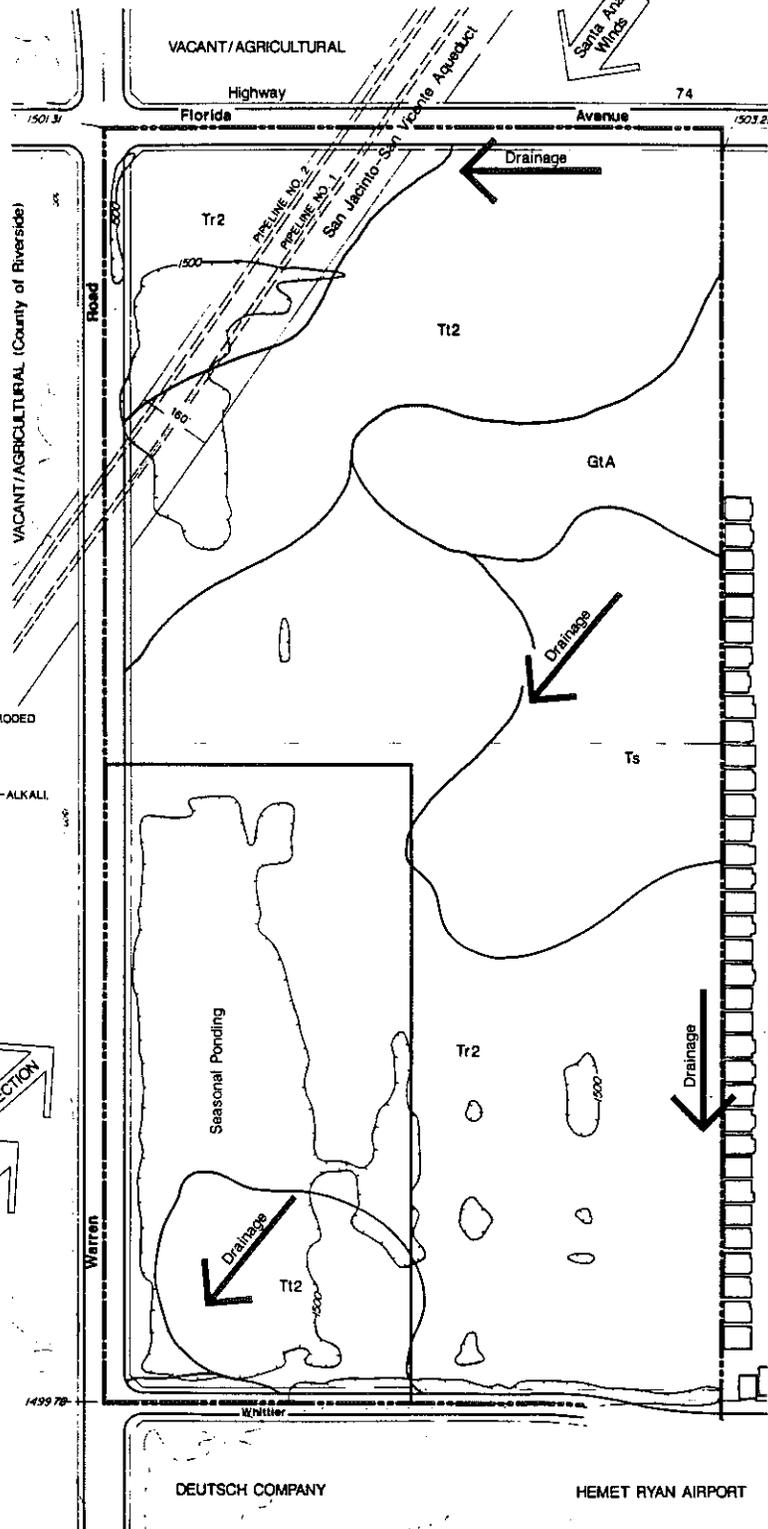
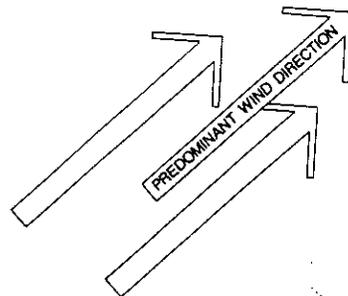
**SOLAR PATH DIAGRAM**



34°N Latitude  
117° Longitude

**SOIL LEGEND**

- G1A GRANGEVILLE FINE SANDY LOAM
- Tr2 TRAVER LOAMY FINE SAND, SALINE--ALKALI, ERODED
- Ts TRAVER FINE SANDY LOAM, SALINE--ALKALI
- T12 TRAVER FINE SANDY LOAM, STRONGLY SALINE--ALKALI, ERODED



# SITE PLAN

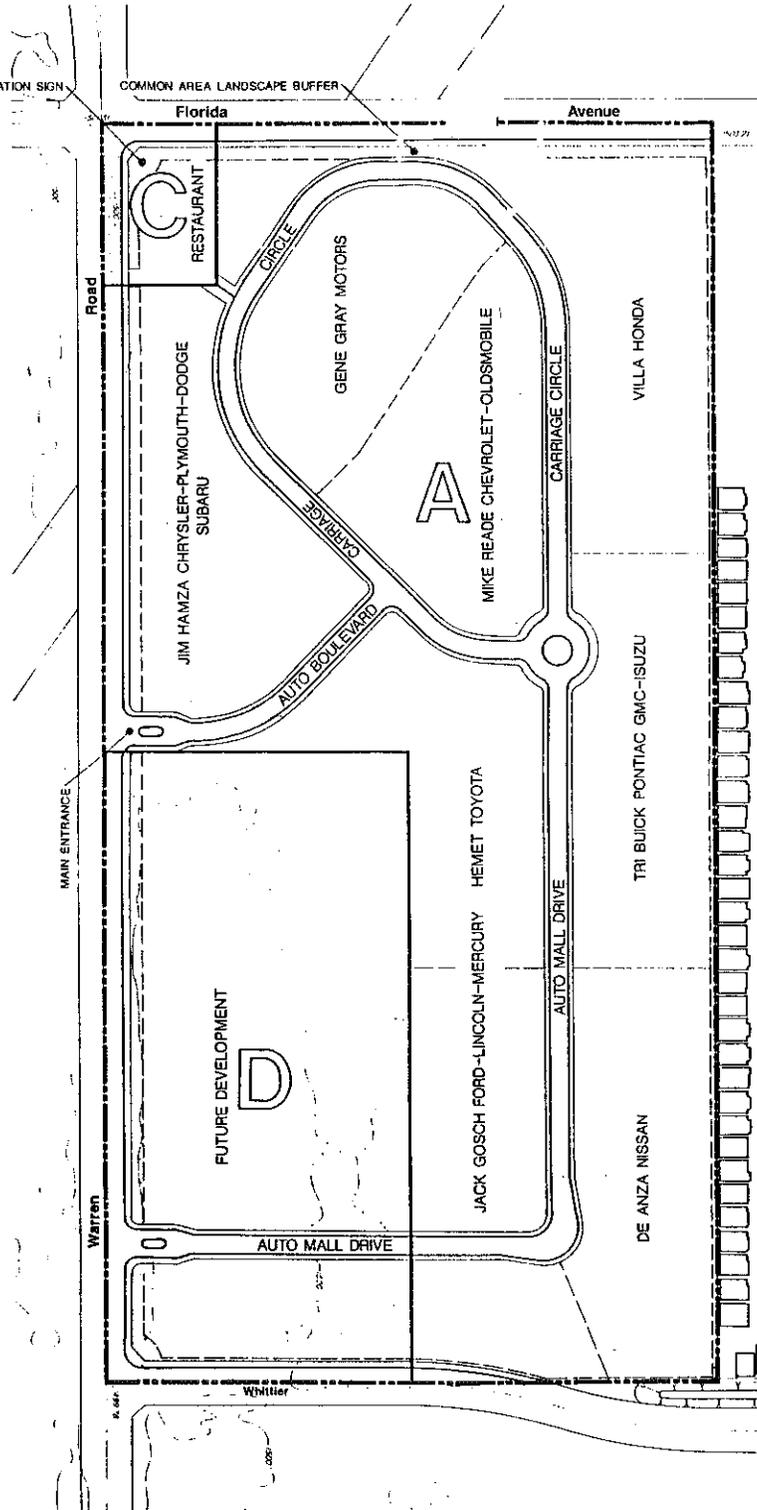
# HEMET AUTO MALL

Index	Index
BUICK	LINCOLN
CHEVROLET	MAZDA
CHRYSLER	MERCURY
DATSUN	NISSAN
DOODGE	OLDSMOBILE
FORD	PLYMOUTH
GMC	PONTIAC
HONDA	SUBARU
ISUZU	TOYOTA
DAIHATSU	VOLKSWAGEN
(Dealerships not limited to this list)	

Planning Area	Land Use	Area	%
A	AUTO DEALERSHIPS	45.0 Acres Net	56.25%
C	RESTAURANT	1.0 Acres Net	1.25%
D	FUTURE DEVELOPMENT	17.6 Acres Net	22.00%
	COMMON AREA/STREET	17.1 Acres	21.25%
	TOTAL AREA	80.0 Acres Gross	100.00%



## DEVELOPMENT PLAN



**NBS/LOWERY**  
ENGINEERS & PLANNERS

Figure I-4

## II. PERMITTED USES

Only those uses listed herein shall be permitted. Listed uses shall be as defined in the Standard Industrial Classification (SIC) Manual, 1987 edition (see Appendix B). Uses where the classification is followed by an asterisk (\*) shall be limited to only those uses listed herein.

<b>A. Area A</b>	<b>SIC #</b>
1. Primary Uses	
Motor vehicle dealers (new and used)	5511
Recreational vehicle dealers	5561
2. Incidental Uses	
Incidental uses, as permitted herein, shall be clearly subordinate to a primary land use listed above. Incidental uses may not be conducted without a primary use as listed above, being conducted on the same parcel. Incidental uses permitted as listed in Section D.	
3. Conditional Uses (per <u>Hemet Municipal Code</u> - Title 17, Chapter 45)	
Towing and/or impound yard	7549*

(Note: Area B was deleted by Ordinance 1425, 09/10/1991. This Ordinance deleted reference to a fuel depot in Area B and deleted Area B and made it a part of Area A. It also deleted the parking requirements for the fuel depot and added minimum lot standards of 87,120-square feet with the exception of Area C and D which would be 10,000-square feet.)

<b>B. Area C</b>	
1. Permitted Uses	
Eating places	5812
Gasoline service station (amended by Ordinance 1425, 9/10/91)	
	5541*
Car/truck washes	7542

<b>C. Area D</b>	
1. Permitted Uses	
Air conditioning	7539*
Alignment	7539*
Auto electric including but not limited to: alternator, generator, starter	7539*
Auto glass	7536
Auto parts new or rebuilt and accessories	5531*
Body repair/paint	7532
Brakes	7539*
Car/truck rental/lease	7513, 7514, 7515
Car/truck sales/new	5511
Car/truck sales/used	5521
Car/truck wash	7542
Electronics	7539*
Frame (with body shop)	7532

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### HEMET AUTO MALL SPECIFIC PLAN

**C. Area D (continued)**

**SIC #**

Hitches	7692
Motorcycle dealers	5571
Muffler	7633
Oil change	7539*
Radiator	7539*
Recreational vehicle dealers	5561
Restoration	7532
Tires	7549*
Transmission	7537
Tune-up	7538
Undercoating/rustproofing	7539*
Upholstery/tops/covers	7532
Vehicle inspection	7439*
Vehicle testing and diagnostic labs	7539*
Window tinting	7539*
Personal credit institutions	6141
National commercial banks	6021
State commercial banks	6022
Miscellaneous business credit institutions (finance leasing of vehicles only)	6159*
Fire, Marine and Casualty Insurance	6331

- 2. Conditional Uses (per Hemet Municipal Code, Title 17, Chapter 45)
  - Towing and/or impound yard 7549\*

**D. Expressly prohibited Uses Areas A, C and D**

Dismantling	5093*
Used part sales (rebuilt O.K.)	5093*
Wrecking/ salvage	5093*

**III. INFRASTRUCTURE**

**A. Water/Sewer/Aqueduct:** Water and sewer service for the Hemet Auto Mall will be provided by the City of Hemet and Eastern Municipal Water District. Main lines will follow the interior street design and will be designed with consideration to the special demands of auto services. At present there are 12" water lines in Florida Avenue, Warren Road and Whittier Avenue. Sewer lines will be extended from the main at the Northeast corner of the site. Eastern Municipal Water District plans to have a major pump station constructed at Florida and Warren when warranted by development demand.

The San Jacinto-San Vicente Aqueduct crosses the Northwest corner of the site approximately 12-feet below ground. All utilities and construction on the aqueduct right-of-way will meet Metropolitan Water District criteria for safety and access (see Figure II-1 - Utilities).

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**HEMET AUTO MALL  
SPECIFIC PLAN**

- B. Power:** Southern California Edison Company will provide electrical power to the site. All lines shall be underground and the existing line crossing the site is to be relocated and will be undergrounded (see Figure II-1 - Utilities).
- C. Gas:** Natural gas service is available to the site by Southern California Gas Company. There is presently a 6" line in Warren Road (see Figure II-1 - Utilities).
- D. Phone:** Telephone service is available to the site by the General Telephone Company. All telephone lines on site shall be underground.
- E. Drainage/Flood Control:** The Hemet Auto Mall site has existing grades of less than 1% with a drainage pattern generally from the North and East towards the Southwest. The project proposes to elevate building areas and direct drainage through the interior streets to a retention basin Southwest of the project (see Figure II-2 - Hydrology and Figure II-3 - Drainage/Flood Control).
- F. Grading:** The proposed grading plan involves imported fill dirt to raise the project above existing flooding areas and to create an artificial grade break point 500-feet South of Florida Avenue corresponding to the limits of the 100-year flood area. This grade break will divide the site into the two drainage pattern areas discussed above. However, all drainage will be conveyed to the Southwest (see Figure II-4 - Grading).
- G. Solid Waste Management:** The City of Hemet will accept solid waste from the Hemet Auto Mall through its existing semi-automated collection system. Currently, the Winchester Disposal Site is being used.

**H. Circulation:**

- 1. Public streets
  - a. Florida Avenue (Scenic State Highway 74) ,Major Highway (100' right-of-way)
  - b. Warren Road, Arterial Highway (110' right-of-way)
  - c. Whittier Avenue, Secondary Highway (88' right-of-way)
- 2. Access Standards: To facilitate smooth traffic flows, primary access to all parcels, except Parcel C, shall be from the internal road system. All buildings and display areas except Parcel C, shall be oriented to the internal road system.
  - a. Parcel A, and B shall not have any vehicular access to Florida Avenue.
  - b. Parcel D shall not have more than two vehicle access driveways to Warren Road. Said driveway centerlines shall be no closer than 150-feet from the centerline of any other road or driveway.
  - c. Parcel C shall not have more than two vehicle access driveways to Warren Road and one vehicle access driveway to Florida Avenue. Driveways for Warren Road shall be as approved by the City of Hemet through Plan Review as required under Section V (see Figure II-5 - Circulation/Street Sections and Figure II-6 - Area D Circulation Alternates).

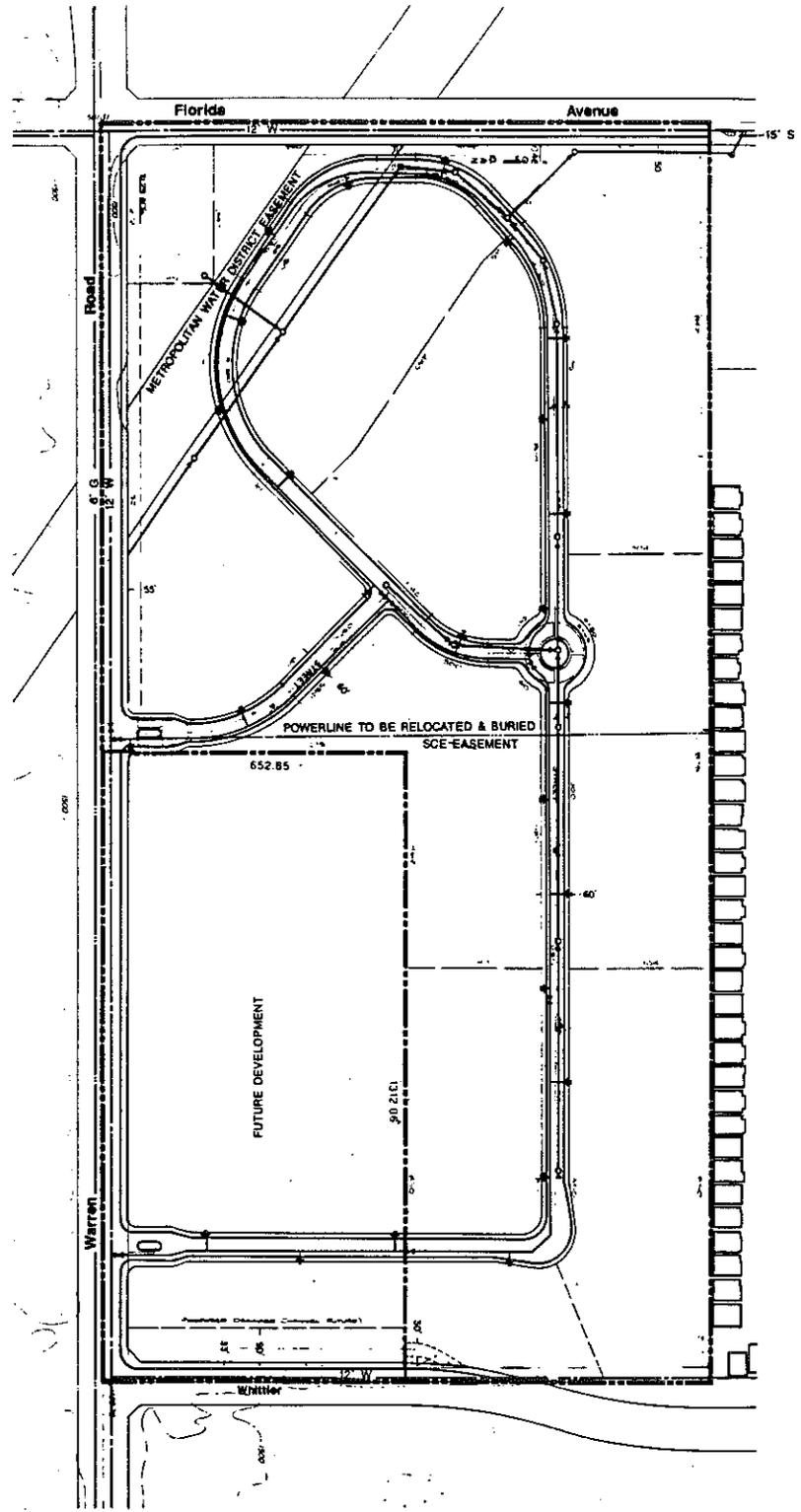
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**HEMET AUTO MALL  
SPECIFIC PLAN**

# HEMET AUTO MALL

**LEGEND**

- PLUG
- FIRE HYDRANT
- 6" S.S. & MANHOLE
- 8" WATER MAIN
- WATER VALVE
- 12" WATER LINE
- 8" GAS LINE



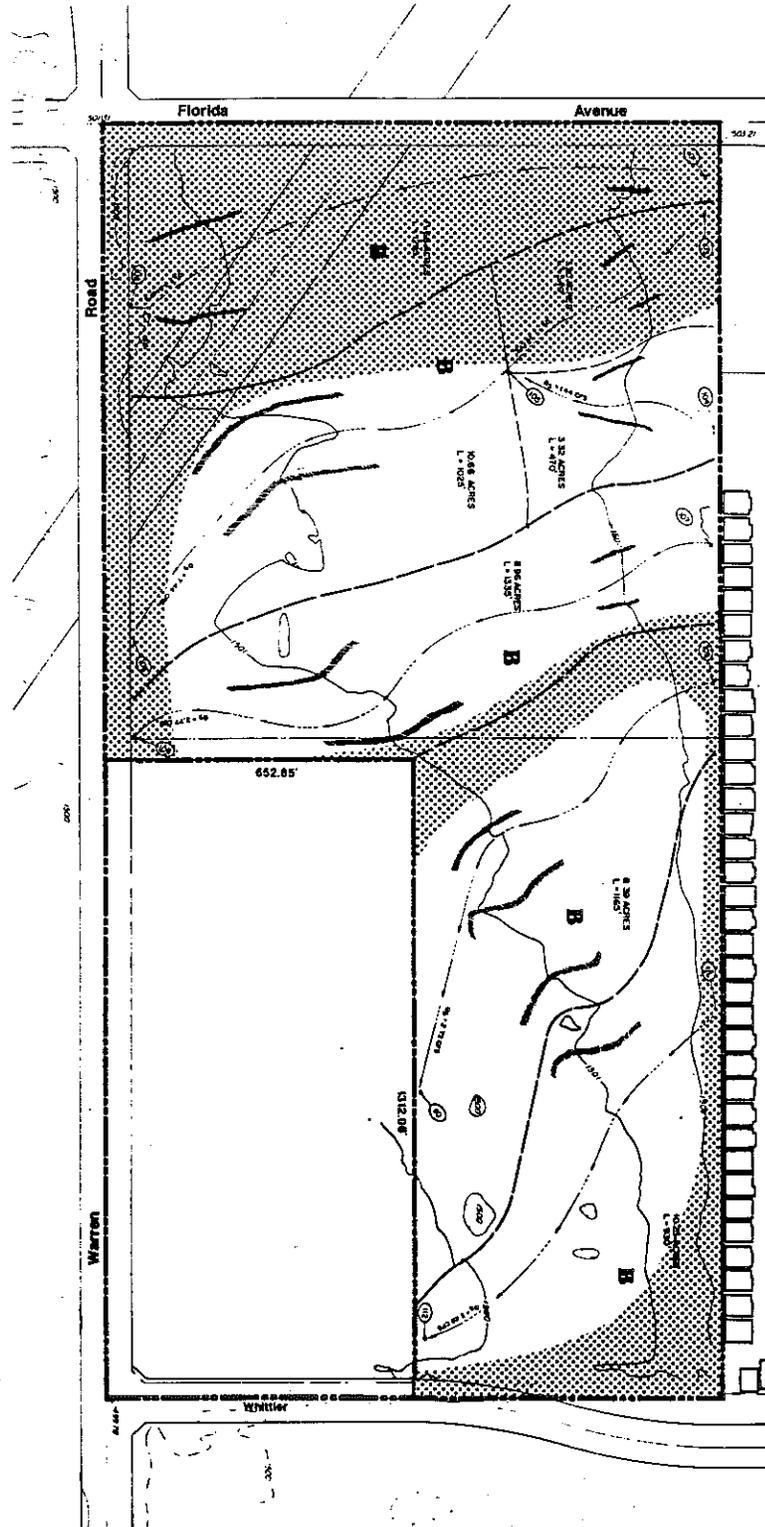
1 ACRE



UTILITIES

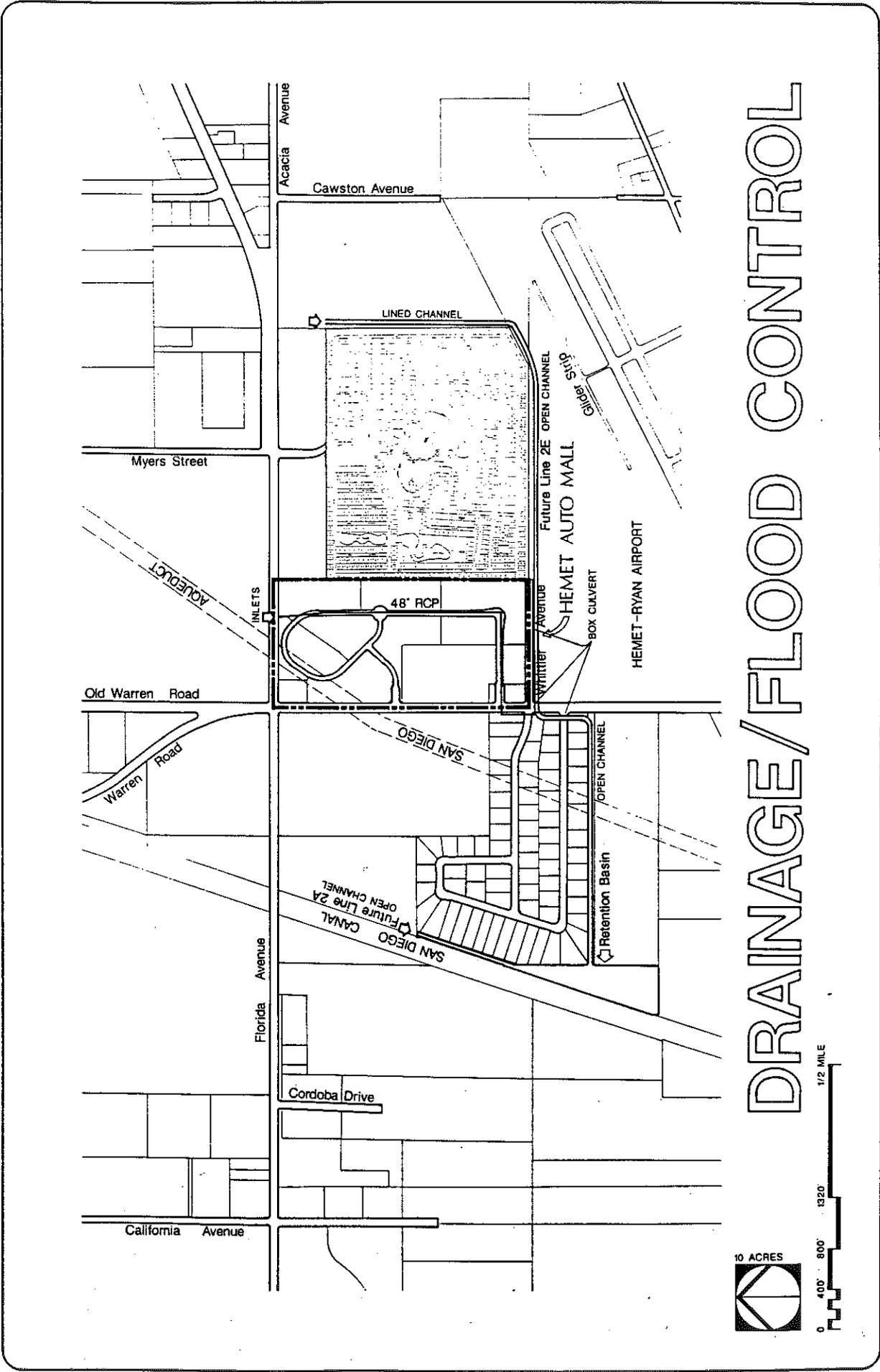
# HEMET AUTO MALL

  
100-YEAR FLOOD AREA



## HYDROLOGY

Figure II-2



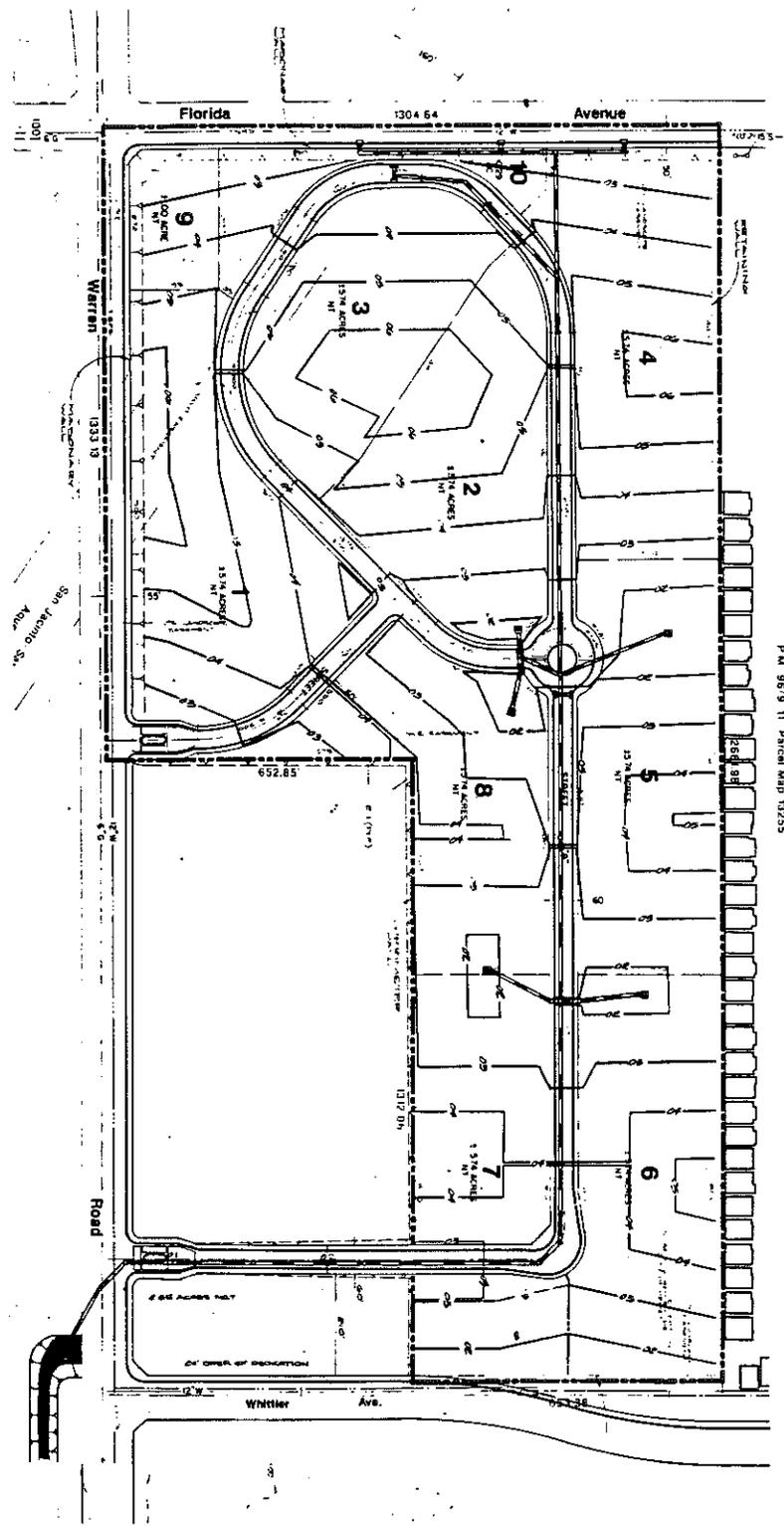
# DRAINAGE/FLOOD CONTROL



10 ACRES  
0 400' 800' 1320'  
1/2 MILE

Figure II-3

# HEMET AUTO MALL



P.M. 98/9 11 Parcel Map 13255



0 100' 200' 500'

## GRADING

3. **Streets/Sidewalks:** Streets shall meet City standards for structural design and safety. Sidewalk and landscaping design will encourage pedestrian usage by being attractive, clearly signed, and convenient (see Figure I-4 Development Plan, Figure IV-1 - Architectural Style, and Figure IV-3 - Landscape Sections).

## **I. Emergency Service**

1. **Paramedic:** The site is within the service area of the Hemet Valley Ambulance Service and is within 3-miles of the nearest station.
2. **Fire:** At present, the City of Hemet has a Fire Department consisting of 35-personnel manning two four-man engine companies, a one-man snorkel truck, and two engines in reserve. Response time from Station 1 at Buena Vista Street and Latham Avenue is approximately 11-minutes. When there is an additional need for service as development occurs within the City, additional personnel and/or equipment will be provided. Revenue from property taxes and sales taxes will be placed in the City's General Fund and may be used for service expansion.
3. **Police:** The City of Hemet currently has a police force of 38-uniformed officers and 17-radio-equipped cars to patrol approximately 15-square miles. The project will be included within a police patrol route and have a routine call response time of about 4-to 6-minutes. Emergency response times will be 1- to 2-minutes. Revenue from property taxes and sales taxes will be placed in the City's General Fund and may be used for service expansion.

- J. Schools/Parks:** The site will have no direct impact on the Hemet Unified School District. The project will have an indirect impact through the generation of employment prospects. Impact mitigation fees are based on square feet of commercial building and are transferred at time of development. The project will have no direct impact on park facilities.

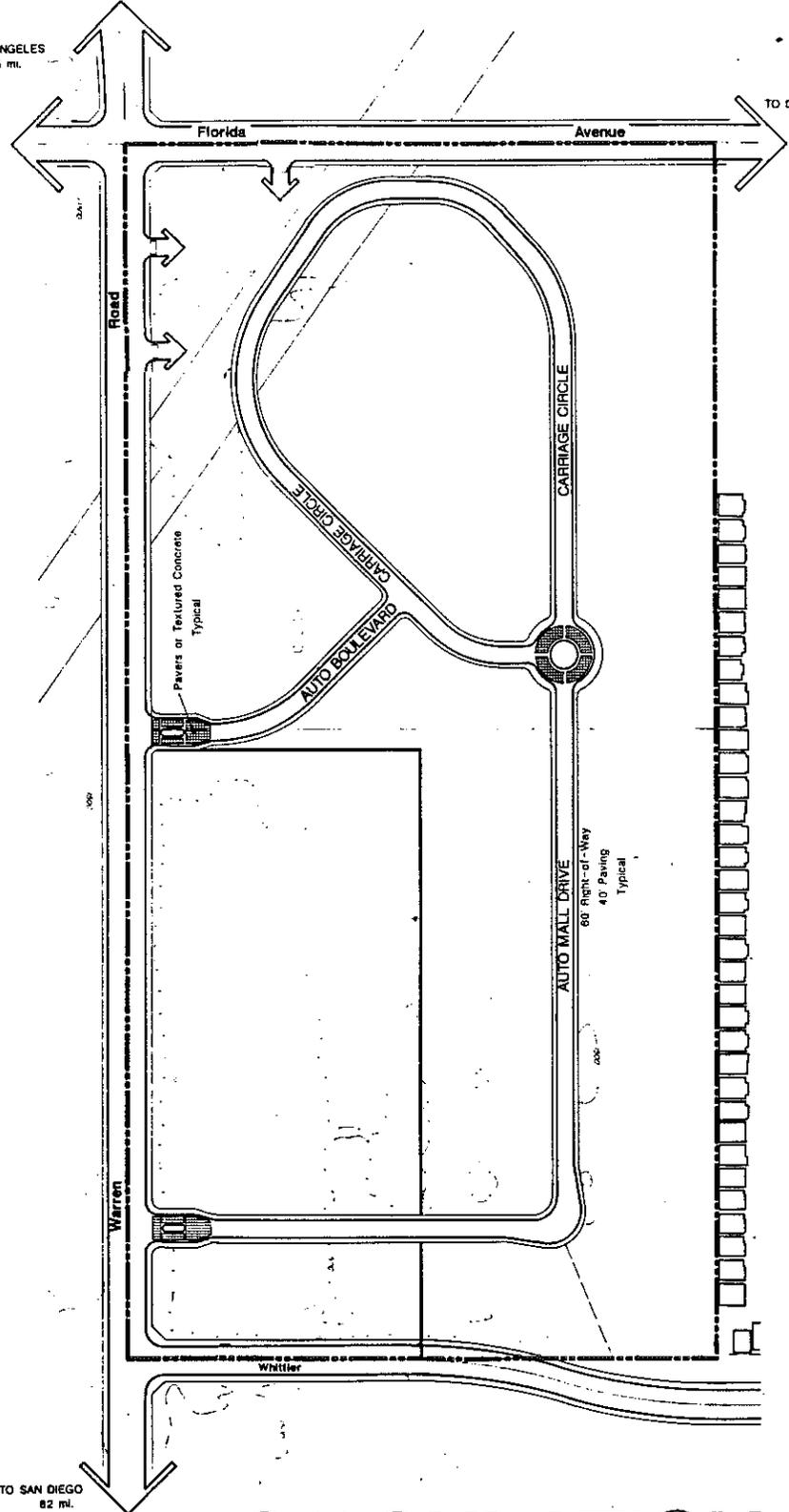
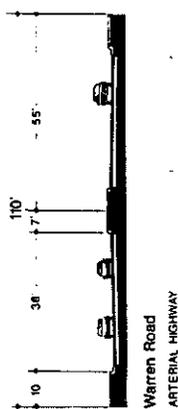
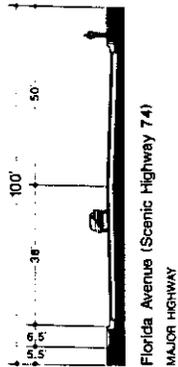
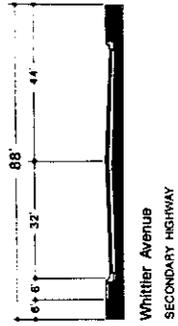
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### **HEMET AUTO MALL SPECIFIC PLAN**

# HEMET AUTO MALL

TO RIVERSIDE/LOS ANGELES  
35 ml. 85 ml.

TO DOWNTOWN



TO SAN DIEGO  
82 ml.

# CIRCULATION



H-66-37,007 M-5-15555

Figure II-5

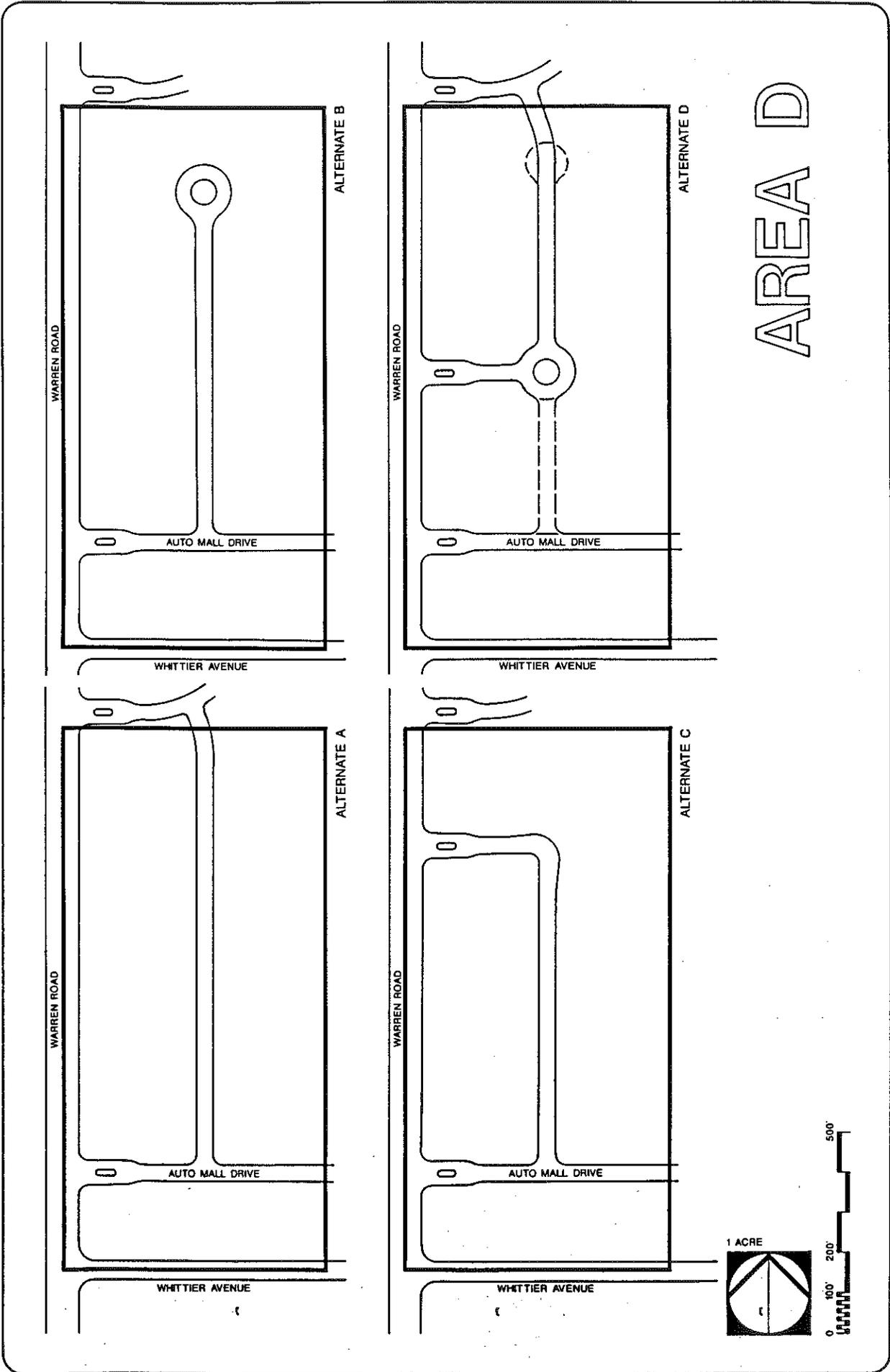
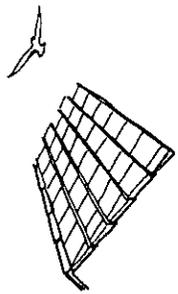
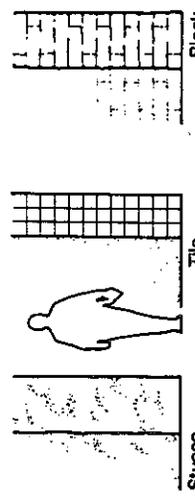


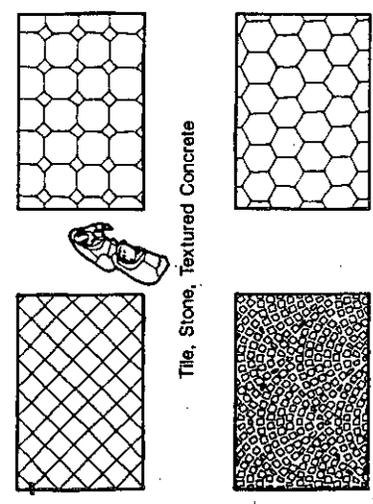
Figure II-6



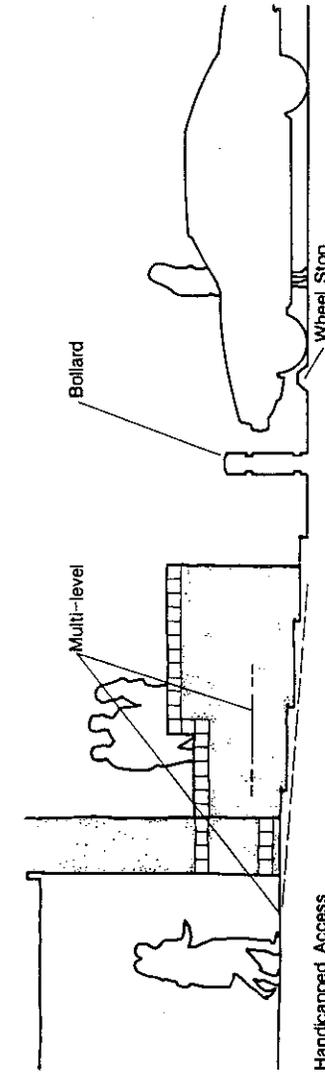
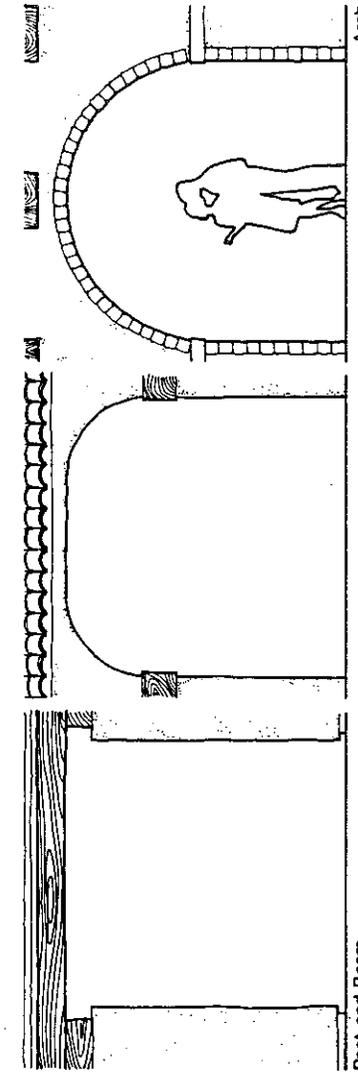
Perspective



FACADES

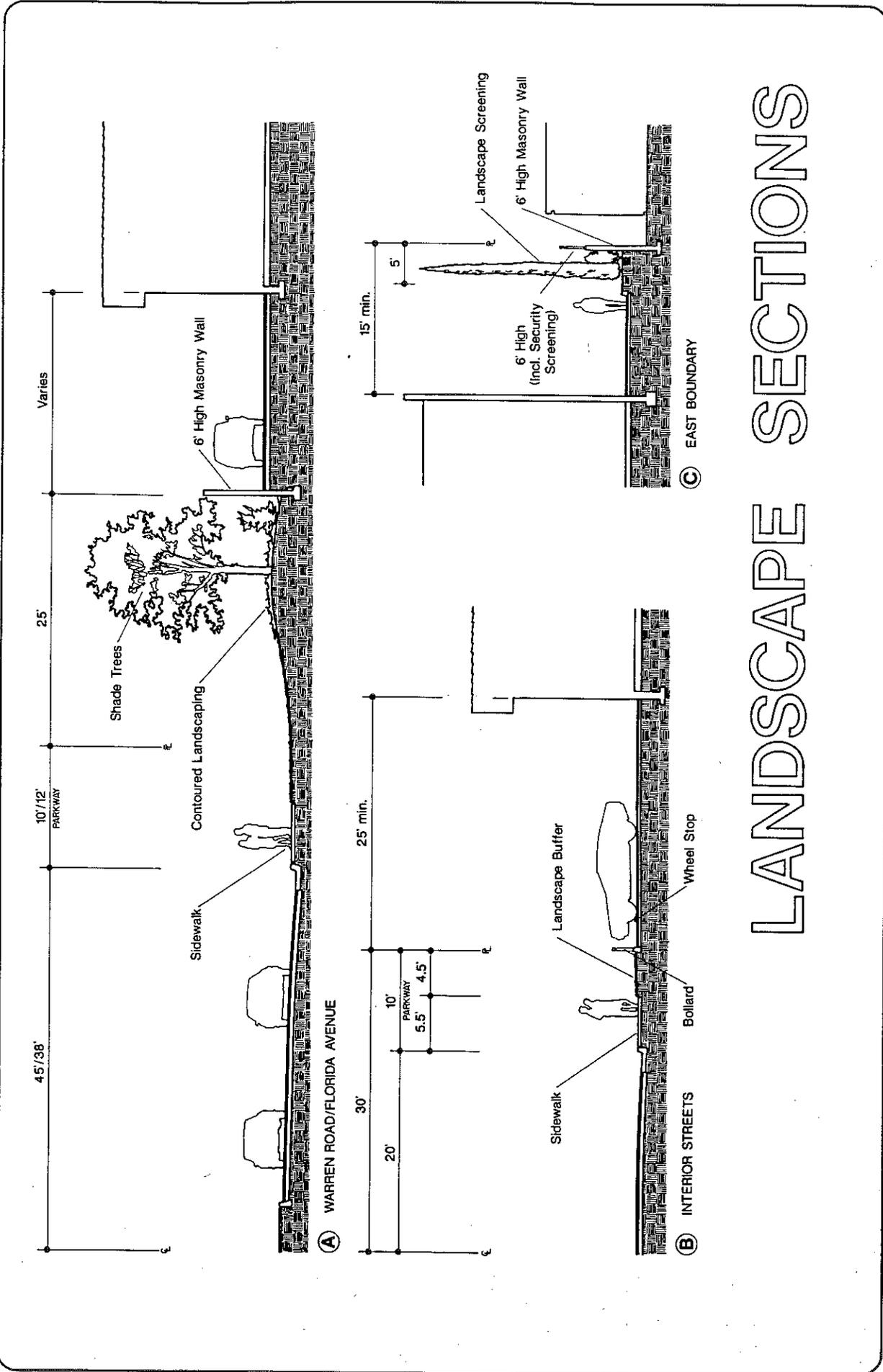


PAVING PATTERNS



# ARCHITECTURAL STYLE

Figure IV-1



# LANDSCAPE SECTIONS

Figure IV-3

## IV. DEVELOPMENT STANDARDS

Development standards area intended to achieve a high quality project through the establishment of minimum levels of performance. Standards not covered by this Specific Plan are to be determined by City standards for General Commercial, C-2) zoning, and other relevant sections of the Hemet Municipal Code.

- A. Minimum Lot Area:** The minimum required lot area shall be 87,120-square feet with the exception of Area C and D which shall be a minimum of 10,000-square feet.
- B. Lot Width and Depth:** The minimum lot width shall be 100-feet. The minimum lot depth shall be 100-feet.
- C. Setbacks/Location:** All buildings shall be constructed within the limits of Building Area shown on Figure IV-2.
- D. Off-street Parking & Loading:** Off-street parking shall be provided in each planning area and be clearly identified and defined. No parking of employer, employee or demonstrator vehicles is permitted on streets designated for public use. Loading and storage areas shall be separated from public areas and shall be visually screened by walls and/or landscaping, vehicle display excepted. Roof top parking is permitted but shall be screened from public view.
1. Area A Auto Dealerships: Each dealer shall provide a minimum of 6-parking spaces reserved exclusively for customers of new vehicle purchases. These parking spaces shall be open to customers of all dealerships in the Auto Mall and be so designated by signage. Where possible, these parking spaces shall be combined with customer parking of adjacent dealerships into a "public" parking lot.
  2. Areas A and D Auto Dealerships/Related Uses: Employee and other customer parking shall be provided at a ratio of one-space for every 1,000-square feet of building display floor area or parts storage, 400-square feet for buildings used for repair, service, parts, supplies and vehicle storage, 250-square feet for buildings used for office and administration, and 150-square feet for retail commercial (amended by Ordinance 1380, 03/27/90) (amended by Ordinance 1387, 05/08/90) (amended by Ordinance 1425, 09/10/1991 to remove fuel depot parking standards).
  3. Area C Restaurant: One space for each 40-square feet of gross floor area.
- E. Refuse Enclosure:** Refuse enclosures shall be designed per City specifications and be compatible with the architecture of the site (see Figure IV-4 - Landscape Details).
- F. Architectural Design Standards:** The overall goal of architectural design standards is to create an integrated project in which the buildings are complementary to each other and their surroundings.
1. Style/Theme: The architectural style of the Hemet Auto Mall shall be a balance of

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### HEMET AUTO MALL SPECIFIC PLAN



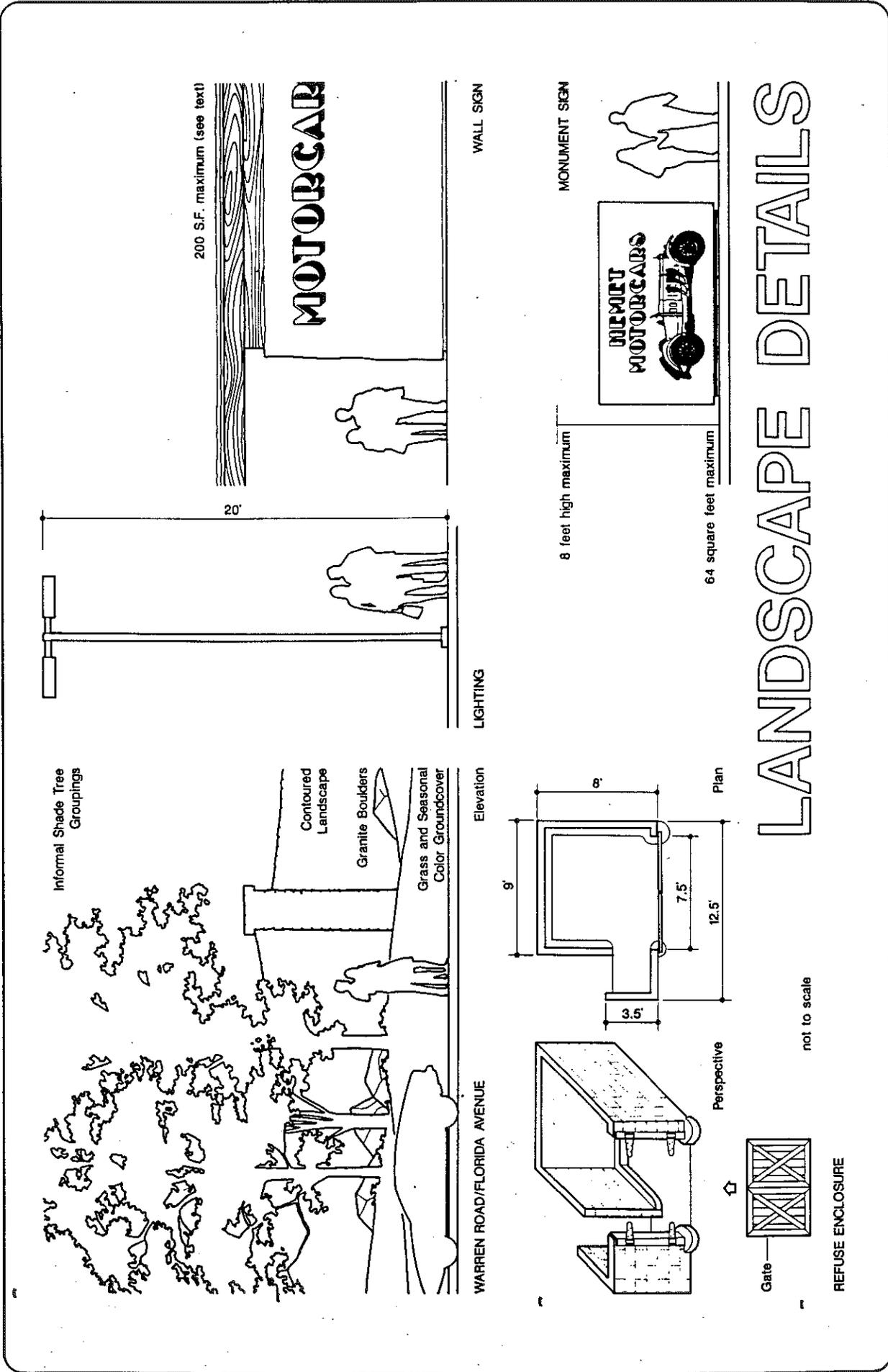


Figure IV-4

contemporary architecture, incorporating the characteristics of the early California Spanish influence (amended by Ordinance 1418, 6/11/91). This style of architecture draws upon the historic cultural influence of early Spanish settlements in this area (see Figure IV-I - Architectural Style).

2. **Height:** No building shall exceed 30-feet in height, with the following exceptions:  
Structures permitted above height limit may be erected for the housing of elevators, stairways, ventilating fans of similar walls, skylights, towers, steeples, or similar structures, provided that no roof structures or any space above 30-feet high be allowed or used for the purpose of providing usable floor space in excess of that reasonably required to maintain the aforesaid structures.
3. **Service Areas:** No service or repair area building openings shall face the East property line of the Auto Mall unless the following conditions can be met:
  - a. A noise study is prepared by a licensed or certified acoustical engineer or consultant demonstrating that sound levels emanating from the service area or repair area can be mitigated to a CNEL or dBA level identified in the City of Hemet General Plan as normally acceptable to the surrounding or adjacent land use(s).
  - b. A decorative sound wall or other mitigation identified in a noise study is completed prior to construction of the service or repair area building. Perimeter walls constructed for sound wall purposes along the eastern boundary shall be consistent in design, materials, and height as appropriate.
  - c. All exterior lighting is to be directed downward and shielded away from the east property line.
  - d. Hours of operation for any east facing service bays or repair areas are to be limited to the hours of 7:00 AM to 6:00 PM.
  - e. Public address systems in service areas or elsewhere on the property, are to be ground mounted and directed away from east facing property lines. Sounds emanating from public address systems are to be in compliance with the CNEL or dBA level identified in the City of Hemet General Plan as normally acceptable to the surrounding or adjacent land use(s).
  - f. Open service bays and repair areas associated with automobile facilities shall be obscured from public streets.
4. **Materials/Color:** Suitable materials for the Spanish architectural theme include adobe brick, textured stucco/plaster, brick, slump stone concrete block, tile, and wrought iron. Roof materials include Spanish clay or Mission clay tile or other natural materials. The use of heavy appearing exposed wood beams is encouraged. To enhance the identity of the project and ensure compatibility of buildings within the project, the usage of color shall be determined by the materials used in conjunction with the established style or theme of the project. No fluorescent colors, geometric color patterns, or color schemes which are

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**HEMET AUTO MALL  
SPECIFIC PLAN**

inconsistent with the architectural style/theme shall be permitted. The Hemet Auto Mall architectural review board will have final determination of color usage.

5. Walls/Fences: Area D (amended by Ordinance 1425, 09/10/91) shall be enclosed by a 6-foot high, decorative masonry wall. Walls and fences shall be compatible with the buildings, hardscape and site design. Preferred materials are decorative block, slump stone, brick and wrought iron. Chain link and wood fences are prohibited in public areas unless specifically approved by the Design Review Committee and the City of Hemet (see Figure IV-4 - Landscape Details).
6. Impact Mitigation:
  - a. Visual: All mechanical and electrical equipment shall be shielded from public view in an enclosure compatible with the architectural design of the building.
  - b. Noise and Vibration: Mechanical and electrical structures shall also be enclosed to prevent excess noise from impacting public areas and adjacent property. Access to structures with a noisy environment shall be oriented away from public view, walls and buildings to avoid reflected noise. Wall assemblies separating buildings from public spaces and adjacent residential sites shall be provided with sound insulation. Exterior public address/paging systems shall not be audible off the Auto Mall site.
  - c. Dust, Airborne Particles, and Odors: All buildings, the use of which has the potential of generating dust, airborne particles and odors shall be designed with particular attention to controlling these nuisances so as not to adversely impact adjacent properties. Adjacent sites shall be protected from dust, other airborne particles and odors by orientation of entrances/exits, filtering systems and/or solid walls. Control of dust and odors shall comply with South Coast Air Quality Management District requirements.

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**HEMET AUTO MALL  
SPECIFIC PLAN**

## **G. Landscaping:**

1. Area: 5-percent of the gross area of each lot shall be landscaped in addition to the required setback landscaping.
2. Required Setback Landscaping:
  - a. 25-feet adjacent Warren Road and Florida Avenue measured from the street right-of-way.
  - b. 5-feet from the East Auto Mall property line (see Figure IV-2 - Landscape Plan/Building Areas and Figure IV-3 - Landscape Sections) (2.C. deleted by Ordinance 1387, 05/8/90).
3. Style/Theme: Landscaping shall be complementary to the architecture of the Auto Mall in scale, color, texture, and design.
4. Materials: To be consistent with the theme, plant materials shall be native plants or plants compatible with the architectural theme. All materials shall be live and maintained in a healthy condition. Unhealthy or dead plants shall be removed and replaced.
5. Screening/Buffering: Landscaping shall screen and buffer areas from excess noise, glare and provide a pleasing environment for driver and pedestrian. The creation of berms and contoured landscaping may assist in buffering adjacent sites and shall be encouraged (see Figure IV-3 - Landscape Sections).

## **H. Hardscape:** Hardscape consists of man-made elements excluding architecture and landscaping. Examples include, signage, lighting, site furniture, sidewalks, etc.

1. Style/Theme: Hardscape features shall be compatible with the architecture and landscaping of the site (see Figure IV-1 - Architectural Style and Figure IV-4 - Landscape Details).
2. Signage: All signs shall be for the purpose of identification, direction information or regulation only. All proposed new signs or modifications to existing signs shall be approved by the Hemet Auto Mall Design Review Board and permits shall be obtained from the City of Hemet prior to installation.
  - a. Permitted Signs
    - (1) Automobile Dealer and Area C Primary Identification: For each vehicle franchise and a single business within Area C, there shall be permitted for each commercial frontage:
      - a) A monument sign not to exceed a total of ten feet (10') wide or six feet (6') high. The monument sign may incorporate an internally illuminated corporate sign

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### **HEMET AUTO MALL SPECIFIC PLAN**

panel of not more than thirty-two (32) square feet in display area (per face), and not exceeding eight feet (8') in width, and four feet (4') in height. Said monument signs shall conform to the shape and design represented in Figure IV-5 and be in compliance with City standards for corner and driveway visibility (Ordinance 1417, 06/11/91).

- b) A sign or signs composed of individually constructed and mounted letters or logos mounted to a wall are included as an integral part of the architectural design of a roof structure (see Figure IV-4). Said sign(s) shall total not more than two (2) square feet of display area for each one (1) linear foot of building frontage, or two-hundred (200) square feet, whichever is less. All such signs shall be plexiglass-faced and may be illuminated or non-illuminated (amended by Ordinance 1417, 6/11/91).
  - c) All automobile dealer and primary identification signs shall include a nationally recognized corporate logo or "branding," or other materials as approved by the Hemet Auto Mall Design Review Committee. All permanent signs shall also require a City of Hemet-issued building permit.
- (2) All Other Uses, Primary Identification: For used vehicles, service, parts and similar automotive uses, and all permitted uses other than vehicular franchise and Area C business identification, there shall be permitted for each commercial frontage:
- a) A monument sign of not more than eighteen (18) square feet in display area (per face), and not exceeding 4' in height. Said monument signs shall conform to the shape and design represented in Figure IV-5 and be in compliance with City standards for corner and driveway visibility.
  - b) A sign or signs mounted to a wall. Said sign(s) shall total not more than two (2) square feet of display area for each one (1) linear foot of building frontage, or two-hundred (200) square feet, whichever is less (amended by Ordinance 1417, 06/11/91).
- (3) Directional: Directional signs for public parking and similar areas shall be permitted, not more than eight (8) square feet in area per display face and thirty-two (32) inches in height (amended by Ordinance 1417, 06/11/91). Said directional signs shall conform to the shape and design represented in Figure IV-5 and be in compliance with City standards for corner and driveway visibility.
- (4) Directory: Directory signs portraying the overall auto center site plan may be located at each major public entrance to the Auto Mall. Directory signs shall not be more than eight (8) feet in height nor more than sixty-four (64) square feet.
- (5) General Outdoor Advertising: Three (3) monument type or freestanding general outdoor advertising signs shall be permitted: One oriented to traffic on Florida Avenue and two oriented to traffic on Warren Road. The signs on Warren Road shall be located at the two main entrances to the Auto Mall. The sign oriented to traffic on Florida Avenue may incorporate a message center display. Message center displays are displays which have a changeable message which may be

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**HEMET AUTO MALL  
SPECIFIC PLAN**

changed by electronic processes or by remote control. No message center display may include any illumination which is in motion or appears to be in motion or changes in intensity or exposes its message for less than four-seconds, nor may the interval between messages be less than one-second (amended by Ordinance, 1403 01/08/91).

The sign shall be subject to review and approval by the Planning Commission based on the following findings:

- a) Compatibility with the overall architectural theme.
  - b) The size and height of the sign(s) is in scale with its surroundings and traffic speed.
- (6) Temporary: Streamers, banners, pennants, bunting, balloons, flats, A-frames or similar signs shall only be permitted for a consecutive period of not more than ten (10) days in any thirty-day period.
- (7) Window:
- a) Permanent window signs may cover a maximum of 20% of the total area of the windows on each side of a building.
  - b) Temporary window signs may cover a maximum of 50% of the total area of the windows on each side of a building.
- (8) Elevated Vehicle Display: Elevated vehicle display shall be permitted where the vehicle is displayed on a concrete pad which is an integral part of the facilities landscape design. Said elevated display shall be a minimum of fifty-feet (50') from any driveway.
- (9) Prohibited Signs
- a) Flashing (except for full matrix message center on the Florida Avenue General Outdoor Advertising Sign)\*
  - b) Revolving
  - c) Moving or simulated motion (except for full matrix message center on the Florida Avenue General Outdoor Advertising Sign)\*
  - d) Exposed neon tubes
  - e) Billboards, including mobile billboards
  - f) Painted signs on walls or buildings, window signs excepted)
  - g) Mechanical lifts, metal ramps, or other elevating devices for display of vehicles except as permitted in subsection 8 above (amended by Ordinance 1403, 01/08/91).

*\*The Planning Commission reserves the right to review and regulate the nature and extent of flashing or moving messages.*

b. Sign Program

- (1) A detailed sign program shall be approved by the Planning Commission prior to

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**HEMET AUTO MALL  
SPECIFIC PLAN**

- the installation of any dealership sign or business within the Specific Plan.
- (2) Directory and General Outdoor Advertising signs shall be evaluated separately from the Sign Program and shall conform with the standards of the Hemet Auto Mall Development Plan (amended by Ordinance 1403, 01/08/91).

3. **Lighting:** All lighting shall be compatible with the architecture and uses of the site and adjacent properties, and be designed to minimize glare to adjacent properties and streets. Proposals for lighting shall be submitted to the Design Review Committee and City.
- a. **Street Lighting:** To alleviate the problem of skyglow for the Mount Palomar observatory, the project will use low pressure sodium vapor (LPSV) street lighting. This is in compliance with the street lighting policy for the Mount Palomar Special Lighting Area of the Riverside County comprehensive General Plan. Pole lighting shall be no higher than 20-feet and have a staggered longitudinal spacing along interior streets. There shall be a minimum average of 0.9-horizontal footcandles on streets and minimum average of 1.0-horizontal footcandles on parking areas. Street lighting and display area lighting shall be combined where feasible (see Figure IV-4 - Landscape Detail).
- b. **Sidewalk Lighting:** Sidewalks shall have a minimum average of 0.9-horizontal foot candles.
- c. **Sign Lighting:** Signs are to be back-lighted or shielded, or internally-lighted only and consider the overall guidelines for design listed above.
- d. **Display Area Lighting:** Lighting within display areas shall be ElSCO (or equivalent) type lighting mounted on square metal poles at a height of 20-feet and adequately shielded to minimize skyglow. Flood lighting shall be kept to a minimum and shall, under all circumstances, be compatible with the lighting and use of adjacent sites. Display area lighting shall not glare or reflect on streets.
- e. **Security Lighting:** Security lighting may be provided within the project, subject to the restrictions listed above. All building and site entries and exits should be well lighted, and any other areas as deemed necessary by the property Owners' Association and/or Design Review Committee.
4. **Walkways/Paving:** Sidewalks shall be designed to provide pedestrian links to the entire Specific Plan and shall be coordinated with vehicular circulation to provide safe and convenient access to all facilities within the project. Major vehicle access to the Auto Mall shall be treated with either brick, block or stone pavers or colored, stamped concrete compatible to the design theme. Similar treatment shall be used for the central intersection of Auto Mall Drive and Carriage Circle. The use of pavers and stamped concrete is encouraged in walkways and pedestrian street crossings (see I-4 - Development Plan and Figure IV-I - Architectural Style).
- I. **Handicapped:** Consideration for the handicapped shall be taken in the design of all public and private facilities. Examples include handicap parking and loading spaces, wheelchair

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**HEMET AUTO MALL  
SPECIFIC PLAN**

access to all sites, etc.

## V. IMPLEMENTATION

**A. Site Development Review:** Construction of any new building or structure, or enlargement or modification of any existing building or structure, shall be subject to the following approval authority:

1. Community Development Director Review, in accordance with the provisions of Sections 90-1451 through 90-1457 of the Hemet Municipal Code, shall be required for all new accessory structures, or for minor modifications adding less than ten percent (10%) of the original floor area of the building(s).
2. Review and approval by the Planning Commission, subject to public notice provisions identified in Section 90-42.3 of the Hemet Municipal Code, shall be required for all new primary structures, or for modifications adding ten percent (10%) or more of the original floor area of the existing buildings or structures.

Before a building permit is issued for any such building or structure, the Building Department shall insure that the proposed building is in conformity with the Site Development Review and conditions approved by the Community Development Director or the Planning Commission.

When it is in the public interest, and at the request of the applicant, the Community Development Director may consider and grant approval limited to the use of existing buildings including minor exterior alterations. In granting said permit, the Community Development Director shall make a finding that all provisions of this article are met.

**B. Application:** A Site Development Review application shall be made by the property owner or his authorized agent on a form prescribed for this purpose by the City.

Except in those cases involving maintenance work or minor alterations, the applicant shall submit four (4) prints of the development plan to the Planning Department. Such plan shall show the following:

1. Existing conditions, contours, trees and natural features, all structures and uses and improvement, public streets, rights-of-way, and public and/or private easements and restrictions.
2. Site plan showing proposed structures, contours, site developments, landscaping and natural features retained, parking and loading facilities, circulation, public rights-of-way, public and/or private easements, and sufficient other information to demonstrate the proposed development or improvement.
3. Architectural elevations; colors; lighting; materials; ornamental, pictorial or decorative material to be used in or about the exterior of the proposed structure.

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### HEMET AUTO MALL SPECIFIC PLAN

4. Such other information as may be required by the Planning Department to permit reasonable consideration of the application.

**C. Plan Disposition:** Within thirty (30) days after the Site Development Review application has been deemed complete, the project shall be scheduled for consideration by the Community Development Director or the Planning Commission subject to Section V.A. above. The appropriate approving body shall review the plan and may approve, modify or deny the plans and may require any conditions deemed necessary to protect the public peace, safety and welfare. Prior to approving the plan, the following findings must be made:

1. The Development Plan is in compliance with all provisions of this Specific Plan Text and the Zoning Ordinance.
2. The architectural character is adequate based upon the suitability of a building for its purposes, upon the appropriate use of materials, upon the principles of harmony and proportion in the elements of the building, and the Specific Plan guidelines.
3. The following elements are shown and so arranged that traffic congestion is avoided, pedestrian and vehicular safety and welfare are protected, and that there will be no adverse effect of surrounding property:
  - a. Buildings, structures, and improvements.
  - b. Vehicular ingress, egress and internal circulation.
  - c. Setbacks.
  - d. Height of buildings.
  - e. Service areas.
  - f. Walls.
  - g. Landscaping.
  - h. Such other elements as are found to be relevant to the fulfillment of the purposes of this Specific Plan.
4. All utility facilities are underground.
5. Proposed lighting will reflect the light away from adjoining properties.
6. Proposed signs will not by size, location, color or lighting interfere with traffic or limit visibility.

## **VI. FINANCING**

Financing shall be a joint public/private partnership in which the City of Hemet receives increased revenues and the Property Owners' Association receives assistance in processing and site improvements. It shall be the responsibility of the developer to acquire property and financing to develop private property within the project area.

## **VII. PHASING**

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### **HEMET AUTO MALL SPECIFIC PLAN**

Project phasing is dependent of the timing of site improvements and formation of the Property Owners' Association for the entire Specific Plan. Site improvements shall be timed so as to ensure public safety and welfare.

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**HEMET AUTO MALL  
SPECIFIC PLAN**

Approved by Ordinance 1287  
Approved by Ordinance Bill No. 13-036

Effective May 24, 1988  
Effective September 26, 2013

# APPENDIX A

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## HEMET AUTO MALL SPECIFIC PLAN

Approved by Ordinance 1287  
Approved by Ordinance Bill No. 13-036

Effective May 24, 1988  
Effective September 26, 2013

Recording requested by

When recorded mail to

SWAN, CARPENTER, WALLIS &  
McKENZIE  
1600 E. Florida Ave., Ste. 211  
Hemet, CA 92544

Space above this line for recorder's use

**SECOND AMENDMENT TO AMENDED RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Second Amendment ("Second Amendment"), dated as of June 1, 1997, to the Amended Restated Declaration of Covenants, Conditions and Restrictions, undated and recorded January 18, 1990, as Instrument No. 021759, Official Records of Riverside County (the "CC&R's"), which amended and restated the Declaration of Covenants, Conditions and Restrictions dated October 13, 1987, is made by and among the undersigned, who agree as follows:

1. Recitals. This Second Amendment is made with reference to the following facts and objectives:

1.1. Section 6.01 of the CC&R's permits the record owners of sixty-two and one-half percent (62.50%) or more of parcels described in Exhibit A to the CC&R's to amend them.

1.2. The undersigned are the record owners of sixty-two and one-half percent (62.50%) or more of the parcels described in Exhibit A to the CC&R's and desire to amend them in several respects.

2. Amendments to CC&R's. The CC&R's are amended by reference to section headings used therein as follows:

1.04 Definitions.

(10) Design Review Committee. Subsection 10 is amended by deleting from the first sentence the words and figures "eight (8) persons" and inserting the words and figures "five (5) persons."

(12) Lot. Subsection 12 is amended by striking the word "labled" and inserting the word "labelled" and

further by striking the period and adding the words and numbers "except for parcels 3 and 11 which shall constitute one Lot and parcels 7 and 8 which shall also constitute one Lot."

(17) Site. Subsection 17 is amended by striking the second sentence and inserting in its place: "Site shall also mean and refer to parcel 12 as described in Exhibit "A"."

The following subsections are added:

"(18) Parcel. Parcel shall have the same meaning as Lot."

"(19) Auto Center Site Name. The Auto Center Site Name shall be Hemet Auto Mall. Except as permitted by the Dealers' Association the Auto Center Site Name shall not be used to designate a Site location or Dealers' business within the Auto Center."

II. REGULATION OF IMPROVEMENTS. Wherever in Article II, REGULATION OF IMPROVEMENTS, the words "design review committee" and "city" appear, they are modified by capitalizing the first letter of each word.

2.02 Approval of Plans and Specifications. The following new section is added to the findings made by the Design Review Committee:

"(6) The signs do not contain the Auto Center Site Name unless the Committee approves the use of the Auto Center Site Name."

2.05 Architectural Style of Building and Other Improvements. Subsection (b) is amended by inserting the word "~~partially~~" ~~"substantially by a wall of not less than four feet high"~~ in front of the word "screened."

2.06 Signs. ~~Subsection (g) is amended by deleting the words "except as authorized by appropriate city ordinance or in conjunction with a Dealer Association promotion" and inserting in its place "except as authorized by the Dealers' Association."~~

The following subsection is added:

"(h). No other signs shall be displayed to the public view on any Lot except such signs as are approved by the Design Review Committee. In addition, each Owner may display only one (1) "For Sale" ~~sign~~ on each Lot which shall

not be larger than a surface area of six (6) square feet plus appropriate sign posts.

2.07 Landscaping. Subsection d is deleted entirely and the following inserted in its place:

"d. Except as permitted by the Design Review Committee the Owner of any unimproved Lot shall cause the Lot to be spray treated for weed control, bermed and/or landscaped in such a fashion that the interior of each such Lot shall be substantially screened from public view without impairing the public view of adjacent Sites."

2.08 Required Employer Off-Street Parking. ~~The second sentence of this Section is modified by adding the words at the conclusion of the sentence "except where permitted by the Design Review Committee."~~ ~~The text of this Section is deleted entirely and the following inserted in its place:~~ "Off-street parking for employer, employees and Dealer demonstrator vehicles shall be provided on each Lot or designated areas. The Design Review Committee may permit temporary on-street parking of employer, employee or Dealer demonstrator vehicles for promotional purposes."

2.09 Display Area Lighting. Subsection a is modified by changing the word "fees" to "feet".

III. DEALER ASSOCIATION. Wherever in Article III, DEALER ASSOCIATION, headings or text the words "dealer association" or "dealers association" or "dealer's association" or "association" appear, they are amended to the words "Dealers' Association."

3.03 Advertising Assessments. The second paragraph of this Section is amended by capitalizing the words "owner" or "owner's" each time they appear and by inserting the words "and monthly lease use" between the words "sales tax" each time the latter words appear.

The last sentence of the second paragraph is deleted. The following paragraph is added:

"Notwithstanding the provisions of this Section, it shall not become effective until four (4) Lots (excluding Parcel 12) contain Buildings and other Improvements which are used to conduct a business operating a franchise for the sale of new Automobiles."

3.04 Operation and Maintenance Responsibilities of Dealers Association for Auto Center Common Areas. Subsection (a) is amended by deleting the word "committee"

at line 13 thereof and inserting in its place the words "Design Review Committee."

Subsection (a)(6) is amended by changing the word "is" to the word "as."

3.08 Property Taxes and Assessments. This section is amended by deleting the section heading and inserting in its place the heading: "Property Taxes, Utilities and Assessments." The following sentence is added: "The Association shall pay all charges for electricity used in the operation and advertising displayed on any primary identification sign(s) conveyed from Declarant from and after the date that the Association is the Owner thereof."

3.09 Annual and Special Assessments. Subsection (b) is amended by deleting the section entirely and in its place inserting the following:

"(b) The annual assessment for each Owner shall be a sum equal to the Auto Center Maintenance Cost divided by eight."

Subsection (c)(3) is amended by inserting the words ", utility charges" after the word "taxes."

Subsection (e) is amended by deleting the second sentence thereof and inserting in its place the following: "The special assessment for each Owner shall be equal to the cost of such improvement or work divided by eight. In the event the Lot is legally subdivided, the assessment for that Lot shall be prorated between the subdivided portions. The prorations shall be calculated by multiplying the assessment for the Lot by a fraction, the numerator of which shall be the total square footage of the respective subdivided portion and the denominator of which shall be the total square footage of the entire Lot. "

Subsection (f) is amended by deleting the words "Security Pacific National Bank" and inserting in their place the words "Bank of America."

Subsection (g) is amended by adding in the second sentence of the first paragraph the words "fell due and" after the words "when the assessments."

Subsection (g) is further amended in the third sentence of the second paragraph by deleting the word "or" and inserting in its place the word "of."

Subsection (g) is further amended by deleting from line 2 of the fifth paragraph the words "of such a mortgage."

The following sentence is added to the subsection (g):  
"All assessments shall be payable in the amounts specified by the assessment and no offsets against such amount shall be permitted for any reason, including without limitation, as a result of a claim that the Dealers' Association is not properly exercising its duties and powers as provided in this Declaration."

V. ENFORCEMENT. Wherever the word "Declarant" appears in any section in Article V, ENFORCEMENT, the words "Dealers' Association" shall be inserted immediately following such word.

3. Remaining Provisions Unchanged. In all other respects, the Amended Restated Declaration of Covenants, Conditions and Restrictions and First Amendment thereto remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this declaration on the date set forth opposite their signature and made effective on the date first above written.

DATED: \_\_\_\_\_  
(AS TO PARCEL 5 ONLY)

THE McCREDIE FAMILY PARTNERSHIP

By: \_\_\_\_\_  
DON P. McCREDIE  
Managing General Partner

DATED: \_\_\_\_\_

\_\_\_\_\_  
VIRGINIA McCREDIE, Trustee of the  
Virginia McCredie Trust Agreement

DATED: \_\_\_\_\_  
(AS TO PARCEL 2 ONLY)

V.A.M. Investments,  
A Partnership

By: \_\_\_\_\_

By: \_\_\_\_\_

DATED: \_\_\_\_\_  
(AS TO PARCELS 6 & 7 ONLY)

JACK E. GOSCH & GWENYTH A. GOSCH  
Trustees of the J. and G. Gosch  
Irrevocable Children's Trust

By: \_\_\_\_\_  
JACK E. GOSCH, Trustee

By: \_\_\_\_\_  
GWENYTH A. GOSCH, Trustee

SIGNATURE PAGE - CONTINUED

DATED: \_\_\_\_\_  
(AS TO PARCEL 8 ONLY)

JACK E. GOSCH & GWENYTH A. GOSCH,  
as Co-Trustee of the Jack and  
Gwenyth Gosch Irrevocable  
Children's Trust

By: \_\_\_\_\_  
JACK E. GOSCH, Co-Trustee

DATED: \_\_\_\_\_  
(AS TO PARCEL 9 ONLY)

By: \_\_\_\_\_  
GWENYTH A. GOSCH, Co-Trustee  
JACK E. GOSCH & GWENYTH A. GOSCH,  
as Co-Trustee of the Jack and  
Gwenyth Gosch Revocable Trust  
restated May 2, 1989

By: \_\_\_\_\_  
JACK E. GOSCH, Co-Trustee

By: \_\_\_\_\_  
GWENYTH A. GOSCH, Co-Trustee

DATED: \_\_\_\_\_  
(AS TO PARCEL 4 ONLY)

\_\_\_\_\_  
CHARLES FOULGER

DATED: \_\_\_\_\_  
(AS TO PARCEL 1 ONLY)

\_\_\_\_\_  
KENNETH RIVERA

DATED: \_\_\_\_\_  
(AS TO PARCELS 3 & 11 ONLY)

\_\_\_\_\_  
Joseph Buoye and Eleanor A. Buoye,  
as Trustees under Declaration of  
Trust Dated February 25, 1992, for  
the Benefit of Joseph Patrick Buoye  
and Eleanor A. Buoye

Recording requested by

CHICAGO TITLE CO.

When recorded mail to

ACME INVESTMENTS  
c/o SWAN, CARPENTER & WALLIS  
380 N. San Jacinto St.  
Hemet, CA 92543

RECEIVED FOR RECORD  
AT 2:00 O'CLOCK

MAR 11 1993

Recorded in Official Records  
of Riverside County, California

Recorder

Fees \$

*W. J. [Signature]* 32

Space above this line for recorder's use

FIRST AMENDMENT TO AMENDED RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This First Amendment to the Amended Restated Declaration of Covenants, Conditions and Restrictions, undated and recorded January 18, 1990, as Instrument No. 021759, Official Records of Riverside County (the "CC&R's"), which amended and restated the Declaration of Covenants, Conditions and Restrictions, dated October 13, 1987, is made effective June 1, 1992, by and between the undersigned owners of the parcels of real property subject to the CC&R's who agree as follows:

1. Recitals.

1.1. The undersigned are the record owners of 62.5% or more of the real property lots located in the Auto Center described in Exhibit A to the CC&R's, by parcel number, and entitled to amend the CC&R's pursuant to section 6.01 of the CC&R's.

1.2. ACME Investments, a California general partnership, is the owner of Parcel 10 of the real property lots subject to the CC&R's and desires to sell the parcel and a third party desires to buy the parcel free of the restrictions imposed by the CC&R's.

1.3. The proposed sale to the third party benefits the undersigned and they agree to amend the CC&R's to accommodate the desire of ACME on the terms and conditions set forth herein.

2. Amendment.

Exhibit A to the CC&R's contains the following legal description:

532768-30

32/9

Parcels 1 through 12 and Lots A through G of Parcel Map 22678, Book 160, Pages 64 through 69, records of Riverside County.

Said description is hereby deleted in its entirety and the following description is inserted in its place:

Parcels 1 through 9, 11 and 12 and Lot A through G of Parcel Map 22678, Book 160, Pages 64 through 69, records of Riverside County.

EXCEPT THEREFROM the following described portion of Parcel 11:

Beginning at the Northwest corner of said Parcel 11; Thence South 89°44'00" East along the North line of said Parcel 11 a distance of 63.85 feet; Thence South 00°16'00" West a distance of 10.00 feet; Thence North 89°44'00" West a distance of 21.00 feet; Thence South 47°14'18" West a distance of 58.62 feet to the West line of said Parcel 11; Thence North 00°16'00" East along said West line a distance of 50.00 feet to the point of beginning.

3. Remaining Provisions Unchanged.

In all other respects, the Amended Restated Declaration of Covenants, Conditions and Restrictions remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this declaration on the date set forth opposite their signature and made effective on the date first above written.

ACME INVESTMENTS, A California General Partnership

By: JACK & GWENYTH GOSCH REVOCABLE TRUST RESTATED 5/2/89, Managing General Partner

DATED: 2/8/93

By: [Signature]  
JACK GOSCH, Co-Trustee

DATED: \_\_\_\_\_

GRA-HAS CORP.  
By: [Signature]  
Its: President

By: [Signature]  
Its: Secretary

DATED: \_\_\_\_\_

HONDA HEMET REALTY COMPANY, A  
California General Partnership

By: \_\_\_\_\_

DATED: 2/9/93

MICHAEL C. READE PROPERTIES, INC.,  
A California Corporation

By: *Michael C. Reade*

MICHAEL C. READE

Its: President

By: *Michael C. Reade*

Its: Secretary

DATED: 2/5/93

THE MCCREDIE FAMILY PARTNERSHIP

By: *Don P. McCredie 2/5/93*

DON P. MCCREDIE

Managing General Partner

DATED: \_\_\_\_\_

VIRGINIA MCCREDIE

DATED: 2/8/93

JACK & GWENYTH GOSCH REVOCABLE  
TRUST RESTATED 5/2/89

By: *Jack Gosch*  
JACK GOSCH, Co-Trustee

DATED: 2/8/93  
(AS TO PARCELS 7 & 8 ONLY)

JACK & GWENYTH GOSCH IRREVOCABLE  
CHILDRENS TRUST DATED MAY 2, 1989

By: *Jack E. Gosch*  
JACK E. GOSCH, Co-Trustee

By: *Gwenyth A. Gosch*  
GWENYTH A. GOSCH, Co-Trustee

DATED: 2/8/93  
(AS TO PARCEL 6 ONLY)

J. & G. GOSCH IRREVOCABLE  
CHILDREN'S TRUST DATED MAY 2, 1989

By: *Jack E. Gosch*  
JACK E. GOSCH, Co-Trustee

of the J. & G. GOSCH IRREVOCABLE  
CHILDREN'S TRUST, DATED MAY 2, 1989

By: *Gwenyth A. Gosch*  
GWENYTH A. GOSCH, Co-Trustee

of the J. & G. GOSCH IRREVOCABLE  
CHILDREN'S TRUST, DATED MAY 2, 1989

92382

X  
|

(Y) DATED: 2-9-93

HONDA HEMET REALTY COMPANY, A  
California General Partnership

By: Charles R. Douglas

DATED: \_\_\_\_\_

MICHAEL C. READE PROPERTIES, INC.,  
A California Corporation

By: \_\_\_\_\_

MICHAEL C. READE

Its: President

By: \_\_\_\_\_

Its: Secretary

DATED: \_\_\_\_\_

THE MCCREDIE FAMILY PARTNERSHIP

By: \_\_\_\_\_

DON P. MCCREDIE

Managing General Partner

DATED: \_\_\_\_\_

VIRGINIA MCCREDIE

DATED: \_\_\_\_\_

JACK & GWENYTH GOSCH REVOCABLE  
TRUST RESTATED 5/2/89

By: \_\_\_\_\_

JACK GOSCH, Co-Trustee

DATED: \_\_\_\_\_  
(AS TO PARCELS 7 & 8 ONLY)

JACK & GWENYTH GOSCH IRREVOCABLE  
CHILDRENS TRUST DATED MAY 2, 1989

By: \_\_\_\_\_

JACK E. GOSCH, Co-Trustee

By: \_\_\_\_\_

GWENYTH A. GOSCH, Co-Trustee

DATED: \_\_\_\_\_  
(AS TO PARCEL 6 ONLY)

J. & G. GOSCH IRREVOCABLE  
CHILDREN'S TRUST DATED MAY 2, 1989

By: \_\_\_\_\_

JACK E. GOSCH, Co-Trustee

of the J. & G. GOSCH IRREVOCABLE  
CHILDREN'S TRUST, DATED MAY 2, 1989

By: \_\_\_\_\_

GWENYTH A. GOSCH, Co-Trustee

of the J. & G. GOSCH IRREVOCABLE  
CHILDREN'S TRUST, DATED MAY 2, 1989

021759

INSTRUMENT NO. \_\_\_\_\_

Recorded at request of and  
when recorded mail to:

Swan, Carpenter & Wallis  
A Professional Corporation  
25388 San Jacinto Street  
Hemet, CA 92343

RECEIVED FOR RECORD  
Min. Past 12 o'clock P.M.

JAN 18 1990

Recorded in Official Records  
of Riverside County, California

*William S. Boney*  
Recorder

Fees \$ 95

95  
45

AMENDED RESTATED  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

HEMET AUTO MALL  
HEMET, CALIFORNIA

Adopted by  
Acme Investments

1/11/90

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AMENDED RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
HEMET AUTO MALL

THIS AMENDED RESTATED DECLARATION is made by ACME INVESTMENTS, A California General Partnership (the "Partnership").

Recitals

A. Declarant is the owner of that certain real property in the City of Hemet, County of Riverside, State of California, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference. Said property is herein referred to as the "Auto Center Site".

B. Declarant is about to sell, lease or otherwise convey the subject property to various individuals, associations and corporations for purposes compatible with the development of an "Auto Center" in the form of a unique center for franchised new automobile dealerships and other franchised new motor vehicle dealerships, as well as automotive related and general commercial facilities, and it is the intention of the Declarant to impose upon the Auto Center Site certain protective covenants, conditions and restrictions which also apply to all improvements thereon and to all future owners thereof.

C. The original declaration of covenants, conditions and restrictions was executed and made effective October 13, 1987 but did not contain a description of the real property by reference to parcel number. Parcel map 22678 is now recorded, describing

the real property by reference to parcel number and it is appropriate to amend and restate this declaration to reflect appropriate legal descriptions, current partners of declarant and other ancillary changes to the declaration.

NOW THEREFORE, Declarant makes the following declaration:

I. GENERAL PROVISIONS

1.01 Establishment of Restrictions. Declarant, owner of the Auto Center Site, hereby declares that said Auto Center Site is now held and shall hereafter be held, transferred, sold, conveyed, and occupied, subject to the covenants, conditions and restrictions herein set forth, each and all of which is and are for, and shall inure to, the benefit of and pass with each and every Lot or portion thereof of said Auto Center Site and shall apply to and bind the heirs, assignees and successors-in-interest of any owner thereof.

1.02. Description of Property Subject to Declaration. The real property subject to this declaration (the "Auto Center Site") is described on Exhibit "A" attached hereto and incorporated herein by this reference.

1.03. Purpose of Restrictions. The purpose of these restrictions is to ensure proper development and use of the Auto Center Site, to protect the owner of each parcel against such improper development and use of surrounding parcels as may depreciate the value of his parcel, to prevent the erection on said Auto Center Site of structures built of improper design or materials, to encourage the erection of attractive improvements

at appropriate locations, to prevent haphazard and inharmonious improvements, to secure and maintain proper set backs from streets and adequate open spaces between structures, to promote the esthetic environment and development of an Auto Center in the form of a unique center for franchise new automobile dealerships and other franchise new motor vehicle dealerships, as well as automobile related and general commercial facilities, and in general to provide adequately for a high-quality and standard of improvement of the Auto Center Site in accordance with the general plan as set forth in this Declaration of Conditions, Covenants and Restrictions.

1.04. Definitions.

(1) Automobile. Automobile shall mean car, auto, truck, van, recreational vehicle or any other motor vehicle.

(2) Auto Center. Auto Center shall mean and refer to the retail automobile sales, service and auto leasing complex on the Auto Center Site.

(3) Auto Center Site. Auto Center Site shall mean and refer to all that certain real property described in the legal description in Exhibit "A" attached hereto and incorporated herein by reference.

(4) Building. Building shall mean and refer to a permanently located structure having a roof.

(5) Bulk Car Storage. Bulk car storage shall mean the temporary storage of vehicles which have not been prepared for sale.

(6) City. City shall mean and refer to the City of Hemet, California.

(7) Dealer. Dealer shall mean and refer to a business operating a franchise for the sale of new automobiles on a Lot or portion thereof in the Auto Center Site.

(8) Dealers' Association/Association. Dealers' Association or Association shall mean and refer to a non-profit corporation or association, created and functioning for the purposes of administering the Auto Center, and promoting, managing and controlling activities, public relations in and for the Auto Center, and maintaining certain exterior landscaping.

(9) Declarant. Declarant shall mean the fee owner of real property described in Exhibit "A" to this declaration.

(10) Design Review Committee. There shall be a Design Review Committee ("committee") which shall consist of eight (8) persons. The initial persons comprising the committee shall be:

NAME: Jack E. Gosch	ADDRESS: 41491 E. Florida Avenue Hemet, CA 92344
NAME: Marc Gosch	ADDRESS: 41491 E. Florida Avenue Hemet, CA 92344
NAME: Jim Hamza	ADDRESS: 1950 W. Florida Avenue Hemet, CA 92343
NAME: Michael C. Reade	ADDRESS: 2505 W. Florida Avenue Hemet, CA 92343
NAME: Gene Gray	ADDRESS: 41730 E. Florida Avenue Hemet, CA 92344
NAME: Don P. McCredie	ADDRESS: 101 W. Florida Avenue Hemet, CA 92343



Conditions and Restrictions; and to implement the provisions of this declaration. The authority to accomplish each of the above is hereby vested in the committee and the committee is authorized to have advisory members, including, but not limited to, an architect or landscape architect to assist the committee.

(11) Improvements. Improvements shall mean and include all buildings, out buildings, parking areas, loading areas, fences, walls, hedges, mass plantings, poles, signs and any building of any type or kind or any physical alteration of the natural terrain. Improvements shall further mean, and be read so as to include, any alteration, act or failure to act toward and upon the exterior of any building or structure, or of the natural terrain.

(12) Lot. Lot shall mean each Lot within the Auto Center Site created by a valid parcel map of the Auto Center Site and described and labeled on the parcel map therefore as parcel numbers or letters.

(13) Mortgage. Mortgage shall mean and include a deed of trust as well as a mortgage in a conventional sense.

(14) Owner. Owner shall mean and refer to the record owner, whether one or more persons or entity, of a fee simple title to any Lot in the Auto Center Site.

(15) Primary Identification Signs. Primary identification signs mean signs to identify the Auto Center to the primary entrances to the center located near the

intersections of Florida Avenue and Warren Road and Warren Road and Whittier Avenue.

(16) Service Car Storage. Service car storage shall mean the temporary storage of vehicles which have been brought in for repair or servicing or are awaiting disposal or pick-up by customers.

(17) Site. Site shall mean and refer to the location of a particular automobile dealer's business within the Auto Center which may include more than one franchise new automobile dealership and encompass more than one Lot. Site shall also mean and refer to parcels 10 and 12 as described in Exhibit "A".

## II. REGULATION OF IMPROVEMENTS

2.01. General Development. A Lot, or any portion thereof, or a building may be used for the retail sale, leasing, renting, and servicing of new and used automobiles and other motor vehicles, other commercial retail uses related to the supplying of automotive parts, servicing, maintenance and repair service, including towing and service car storage, and in the case of Lot 10 only, general commercial services subject to approval of the Design Review Committee and City of Hemet. No Lot, nor any portion of it if it is subdivided or partitioned for any reason, shall be sold, leased, assigned, transferred or conveyed by an Owner without the approval of the Declarant, or if the Declarant is no longer in existence, the Dealer's Association, which approval shall not be unreasonably withheld. The approval shall be based upon a determination whether such sale, lease,

assignment or other conveyance is compatible with the general scope of development of the Auto Center and other requirements set forth in this declaration and whether the resultant Lots are of sufficient size and shape for the intended uses. All Lots except parcel Lot 10, shall be developed substantially as shown in the design concept prototype drawings approved by the Declarant for the Auto Center, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference.

2.02 Approval of Plans and Specifications. No improvement shall be erected, planned, altered, maintained or permitted to remain on any portion of the Auto Center Site until plans and specifications therefor are submitted to and approved in writing by the committee. All submittals shall be presented for approval in two phases (a "Preliminary Submittal" and a "Final Submittal") and shall include, but not be limited to, the following items:

(1) Preliminary Submittal.

(a) Architectural

1. Site plans: illustrating building, service areas, parking and drives
2. Building floor plans
3. Building elevations and sections
4. Materials and color selections
5. Preliminary grading and drainage plan
6. Site lighting plan
7. Public address system

(b) Landscaping

1. Planting plans
2. Conceptual landscape grading and drainage

plans

(c) Signs

1. Plans or exhibits conforming to the requirements of this declaration.

(2) Final Submittal.(a) Architectural

1. Complete final plans and specifications

(b) Landscape

1. Final planting, irrigation, grading and drainage plans

(c) Signs

1. Final lighting and installation details

Such plans and specifications shall be submitted in writing over the signature of the Owner or lessee of the site or his authorized agent.

Approval shall be based upon, among other things, the following findings by the Committee:

(1) The project conforms and is in harmony of external designed with neighboring structures;

(2) Location and use of improvements on site will not be to the detriment of neighboring sites;

(3) Its operations and uses are consistent with this declaration; its topography, grade, and finished ground elevation are compatible to that of neighboring sites;

(4) It has proper orientation of main elevations with respect to nearby streets;

(5) The plans and specifications conform to the purpose and general plan and intent of these restrictions.

The committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

If the committee fails either to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it (and such inaction is not the result of a lack of quorum of the committee), it shall be conclusively presumed that the committee has approved said plans and specifications. This presumption is subject, however, to the restrictions set forth herein and enumerated in the succeeding paragraphs and sections of this Declaration of Covenants, Conditions and Restrictions and any architectural and landscape design standards adopted by the committee. Neither Declarant, the committee, nor their successors or assigns shall be liable in damages to anyone submitting to them for approval, or to any Owner or lessee of land affected by this Declaration of Covenants, Conditions and Restrictions, by reason of mistaken judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans, and every Owner or lessee of any of the Auto

Center Site agrees, by acquiring title thereto or any interest therein, that he will not bring an action or suit to recover any such damages.

2.03 Space Occupancy and Setback Lines. No building, structure, or improvement of any kind and no part thereof will be constructed, installed, or maintained closer to a property line than approved by the Design Review Committee.

The following structures and improvements are specifically excluded from the setback provisions:

- a. Steps and walks
- b. Paving and associated curbing
- c. Landscaping
- d. Planters approved by the committee
- e. Signs and lighting, provided they do not interfere with the driveway or street visibility, traffic safety or conflict with city regulations.

2.04. Protective Screening. Each service car storage area and bulk car storage area for each Lot shall be screened from public view in accordance with plans and specifications approved by the design review committee.

2.05. Architectural Style of Buildings and Other Improvements.

(a) All buildings, structures and other improvements shall carry out an overall architectural theme as indicated in the architectural and landscape design standards and in a manner acceptable to the design review committee.

2.05 (b) A Dealer facility may contain roof-top parking, screened from public view, in order to more fully utilize the site.

(c) Exterior walls of all buildings and walls on the site shall be constructed of masonry or other materials approved by the Design Review Committee.

(d) All air conditioning or other equipment located on the roof of the building shall be screened from the public view in a manner approved by the design review committee.

2.06. Signs. The purpose of this criteria is to establish the minimum sign standards necessary to assure coordinated proportional exposure and tenant identification within an overall harmony of design for the total project.

(1) Sign Criteria.

(a) All signs shall be for the purpose of identification of direction only and shall contain no advertising. Two monument signs containing the manufacturer's name and/or logo and the Dealer name and principal make of new automobiles sold by the Dealer are permitted for each franchise. The maximum size of this sign shall not exceed 60 square feet and the maximum height shall not exceed 8 feet from the sidewalk elevation. In addition, subject to subsections (b) and (c), appropriate facia signs designating Dealer and/or Manufacturer, consistent with franchise requirements for said Dealer, may be permitted.

(b) Each Lot Owner shall submit to the design review committee, for approval, three (3) copies of a detailed shop drawing of his proposed signs, indicating conformance with these criteria. Such submittal shall include, but not be limited to, pertinent dimensions, detail and color call-outs.

(c) Each Lot Owner shall submit design review committee approved drawings to all agencies requiring approval including the City of Hemet, and shall pay for the required approvals and permits and must obtain said approvals before commencing with any sign installation.

(d) Each Lot Owner shall pay for their own signs and their installation and maintenance.

(e) All work shall be of "first class" quality. The design review committee reserves the right to reject any work determined to be of lesser quality. There shall be no revolving, flashing, moving or simulated motion signs permitted, nor shall there be any billboards or signs painted on walls or buildings (except safety or directional signs) permitted, unless specifically approved by the Design Review Committee.

(f) All signs and their installation must comply with all local building and electrical codes. Local sign ordinances shall be consulted for requirements in addition to those covered in these criteria.

(g) No pennants, bunting, or similar devices for commercial display or promotional activity shall be permitted for more than ten (10) consecutive days, except as authorized by

appropriate city ordinance or in conjunction with a Dealer Association promotion.

2.07. Landscaping.

a. Each Owner shall cause his Lot(s) to be landscaped with shrubs, trees, and/or suitable ground cover inconformity with the overall landscaping concept plan of the Auto Center and in accordance with a Dealer provided landscape plan submitted to and approved by the design review committee and the City of Hemet. Landscaping shall be installed according to the landscaping plan approved by the committee and the city.

b. All landscaping shall be irrigated by automatically controlled sprinklers.

c. All exterior landscaping on the Lot(s) shall be maintained by the Dealers Association in a well-kept, thriving condition and any destroyed or diseased trees, shrubs or other vegetation shall be replaced as necessary.

d. Upon commencement of construction of any permanent facility on any Lot in the Auto Site Center, the owners of record of the remaining Lots shall cause their respective Lots to be spray treated for weed control, bermed and landscaped in such a fashion that the interior of each such Lot shall be screened from public view.

2.08. Required Employer Off-Street Parking. Off-street parking for employees and Dealer demonstrator automobiles shall be provided on each Lot or designated areas. No parking of any

employer, employee or demonstrator vehicles shall be permitted on the streets designated for public use in the Auto Center Site.

2.09. Display Area Lighting. All display and security lighting in the Auto Center shall be designed for uniformity of lighting poles, fixtures, and intensity in the following manner:

a. Except as otherwise provided, all luminaries shall be ElSCO type lighting mounted on square metal poles at a height of 20 feet. The number of poles shall be kept to a minimum where possible by (1) ganging several luminaries on a single pole and (2) utilizing common poles with the city.

b. Flood lamps mounted at ground height for lighting cars are permissible if concealed and if, in the judgment of the committee, the flood lighting is not glaring or objectionable when viewed from the streets or adjacent sites. Flood lighting shall be kept to a minimum and shall, under all circumstances, be compatible with the lighting and use of adjacent sites.

c. All lighting shall be designed to minimize glare to adjacent properties and streets and shall be submitted to the city for review and approval.

2.10. Trash and Outside Storage, Mechanical Repair, and Body Repair and Painting of Automobiles.

a. All trash enclosures and outside storage of auto parts shall be shielded from the public view in a manner approved by the design review committee.

b. All mechanical repair, upholstering, and similar repair work of automobiles shall be conducted within a building

or shielded from public view unless specific approval to the contrary is granted by the design review committee.

c. All auto body repair or painting shall be shielded from public view and in accordance with city regulations.

2.11. Property Demarcation Walls. Dealers may construct walls to separate auto dealerships. Such walls shall be constructed of similar material and color as the buildings and improvements on the Lot and approved by the design review committee.

2.12. Owner's Property Taxes and Assessments. Each Owner shall be obligated to pay any taxes or assessments levied by any public taxing or assessing authority against his own Lot(s) and personal property.

2.13. Utility Maintenance and Repair Easements. All utility companies shall be provided easements on a dealer's Lot(s) when required for cleaning, repairing, replacing and otherwise maintaining or causing to be maintained service and all underground utility lines, including the entry into and improvement constructed upon a Lot(s) when it is necessary to uncover any such lines, provided, however, that such utility company shall be obliged to restore the improvement to substantially its former condition.

2.14. Exterior Public Address/Paging System. All outdoor sound systems for music and/or for paging shall be designed to minimize noise nuisance to adjoining properties. Speakers shall be spaced to minimize sound levels and oriented away from

adjoining properties. Upon completion of construction, the outdoor sound system shall be tested for noise and where necessary it shall be adjusted to the satisfaction of the design review committee.

2.15. Commencement of Construction. Construction of improvements required for franchise new automobile dealerships, other franchise new motor vehicle dealerships, or automotive or general commercial facilities shall commence on all Lots within twenty-four (24) months of the sale, lease, transfer or distribution of any Lot by Declarant.

After commencement of construction of any structure or building, the Owner shall diligently prosecute the work thereon, to the end that the building or structure shall not remain in a partly finished condition any longer than is reasonably necessary for the physical construction and completion thereof. In no event shall work progress on the structure cease for a period in excess of thirty (30) days (excluding strikes, material shortages and acts of God).

There shall be incorporated into the distribution of Declarant's property to its partners or any agreement of purchase and sale between the Owner and the Buyer, for each of the Lots, an option to repurchase in favor of Declarant in the event construction is not commenced within the time required by this Section 2.15 or diligently pursued to completion. The option to repurchase shall be at a price equal to buyer's original purchase price plus ten (10%) percent of said purchase price as

appreciation, together with reimbursement of buyer's carrying costs, including interest and tax payments, actually paid.

### III. DEALER ASSOCIATION

3.01. Membership in Dealers Association. Every Owner of a Lot shall be a member of the Dealers Association, provided, however, that if the Owner is not a Dealer then the assignee, lessee, sublessee or other lawful occupant of the Lot shall be a member of the Dealers Association in the place of the Owner and shall exercise all the rights, privileges and obligations of memberships. Except as otherwise provided herein, membership shall be appurtenant to and may not be separated from ownership of any Lot.

3.02. Conveyance of Primary Identification Sign to Dealers Association. In the event that any primary identification signs are constructed and erected by Declarant, Declarant may, after Dealers Association has been incorporated, convey ownership of the primary identification sign or signs to the Dealers Association and the association shall accept such conveyance.

3.03. Advertising Assessments. Each Owner shall pay a monthly advertising assessment to the Dealers Association to be used to advertise and promote the Auto Center. Such advertising and promotion shall be separate and apart from the normal individual dealership advertising program.

Each owner's assessment shall be based upon a percentage of the California sales tax generated by operations on the Owner's Lot, as reported to the State of California. Each owner or

member of the Dealer's Association in the owner's stead shall, upon request by the association, produce for inspection and verification sales tax returns for operations conducted on said Lot. The amount of assessment shall be determined from time to time by the Dealer's Association upon thirty (30) days' written notice to each member of the association. The initial assessment shall be made twenty-four (24) months after the sale, lease, transfer, or distribution of any such Lot by Declarant.

3.04 Operation and Maintenance Responsibilities of Dealers Association for Auto Center Common Areas.

(a) Commencing on the date that the Auto Center or any part thereof is open for business, and continuing thereafter, except as provided in sections 2.07(d), the Dealers Association shall operate and maintain, or cause to be operated and maintained, the Auto Center Common Area as herein provided, and all exterior improvements of whatever kind and for whatever purpose located thereon in good order, condition and repair. The Auto Center Common Area shall be defined as that area on each Lot which begins where the Lot abuts the curb of any street dedicated for public use in the Auto Center and ends at a location on the Lot where curbside landscaping and pedestrian walkways terminate; the primary identification signs and landscaping immediately adjacent to the signs and such other areas designated by the committee and accepted in writing by the Dealers Association. The Dealers Association shall have the right to select, from time to time, a person or persons to operate and maintain said property. Without

limiting the generality of the foregoing, the Dealers Association shall observe the following standards in the operation and maintenance of the Auto Center.

(1) Maintain, clean, and repair any primary identification sign(s) as necessary to keep it in first-class condition.

(2) Maintain exterior sprinkling systems and all landscaping as necessary to keep the same in first-class thriving condition, replace destroyed trees or other vegetation and replant trees, shrubs and ground cover upon any landscaped area.

(3) Maintain and clean all benches, fountains and display pads, columns, trellises, and other property in central display areas, if any.

(4) Remove all papers, debris, filth and refuse from such display areas, if any exist, and wash or thoroughly sweep paved portions as required.

(5) Clean and maintain all exterior lighting fixtures.

(6) Employ personnel for the security and patrol of the Auto Center ~~As~~ required.

3.05. Dealers Association's Easements for Maintenance and Repair. The Dealers Association shall have any easement in and to any portion of the Auto Center Site for purposes in furtherance of and incident to its responsibilities for operation and maintenance of the Auto Center pursuant to Section 3.04.

3.06. Insurance.

(a) The Dealers Association shall maintain a policy or policies of insurance covering the primary identification sign(s). The amount of such insurance shall be equal to the full replacement cost of the improvements without deduction for depreciation thereof.

(b) The Dealers Association shall have the power to and shall obtain comprehensive public liability insurance and other liability insurance in such limits as it shall deem desirable, insuring each Owner and the Dealers Association from liability in connection with its responsibilities for the operation and maintenance of the Auto Center.

(c) The above policy or policies of insurance shall be carried in the name of the Board of Directors of the Dealers Association (the "Board") as trustee for the Dealers Association and for all Owners and mortgages as their interests may appear. In case of loss, proceeds shall be payable to the Board or to a bank or trust company designated by the Board for custody and disposition.

(d) Premiums for all insurance described above shall be deemed common expense, payable from the annual assessments upon each Lot.

(e) No Owner shall permit anything to be done or kept on any Lot which will:

(1) Increase the rate of such insurance without the approval of the Dealers Association; or

(2) Result in the cancellation of such insurance;

or

(3) Be in violation of any law.

3.07 Replacement or Repair of Primary Identification

Sign(s). In the event of damage to or destruction of any primary identification sign(s) conveyed to Dealers Association by Declarant by causes insured against by the Dealers Association, the Dealers Association shall repair or replace the same from the insurance proceeds payable to it. If damage or destruction occurs to the Primary Identification Sign and the insurance proceeds are insufficient to cover the costs of repair or replacement thereof, the Dealers Association may levy a special assessment upon all Owners as provided in Section 3.09(e) to cover the additional costs of repair or replacement not covered by insurance proceeds.

3.08. Property Taxes and Assessments. The association shall pay all real and personal property taxes and assessments levied upon any primary identification sign(s) conveyed from Declarant from and after the date that the association is the Owner thereof.

3.09. Annual and Special Assessments.

(a) Each Owner by acceptance of a deed for any Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Dealers Association:

(1) An annual assessment or charge for his pro rata share of the Auto Center Maintenance and Operating Costs for

that part of the accounting period during which the Owner owned a Lot; and

(2) Special assessments for capital improvements or unusual expenses as they are levied by the Dealers Association pursuant to paragraph (e) of this Section 3.09.

(b) The annual assessment for each Owner shall be calculated by multiplying the Auto Center Maintenance Costs by a fraction, the numerator of which shall be the total square footage owned by the Owner, and the denominator of which shall be the total square footage of all the Lots in the Auto Center.

(c) "Auto Center Maintenance Costs" includes all moneys paid out during an accounting period for reasonable costs and expenses directly relating to:

(1) The maintenance, repair, operation and management of the Auto Center as provided in Section 3.04;

(2) Premiums for insurance purchased pursuant to Section 3.06; and

(3) Any property taxes and assessments on the primary identification sign(s) pursuant to Section 3.08.

(d) The accounting period shall be a one-year period commencing on January 1 and terminating on the next following December 31; provided, however, that the first accounting period shall commence on the day the Auto Center or any part thereof is open for business and shall be adjusted according to the number of days remaining in the calendar.

(e) The Dealers Association may levy in any accounting period a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any primary identification sign acquired from Declarant. The special assessment for each Owner shall be calculated by multiplying the costs of such improvement or work by a fraction, the numerator of which shall be the total square footage owned by the Owner, and the denominator of which shall be the total square footage of all the Lots in the Auto Center.

(f) All annual and special assessments of the association shall be fixed by the Board of Directors of the association, and written notice of said assessments shall be sent to every Owner subject thereto at least thirty (30) days in advance of the due date. The due date or dates of annual or special assessments shall be established by the Board of Directors of the association, and any assessment not paid within thirty (30) days after said date shall be delinquent and shall bear interest at the rate of Security Pacific National Bank prime rate plus 5% or the maximum rate permitted by law, if the latter is greater.

(g) The amount of any delinquent assessment, together with interest, costs and reasonable attorney's fees shall be a charge on and a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot

at the time when the assessments, shall not pass to his successors in title unless expressly assumed by them.

The association may cause to be recorded with the County Recorder of Riverside County a notice of delinquent assessment which shall state the amount of any delinquent assessment, interest, costs and reasonable attorney's fees, a description of the Lot and the name of the Owner. Such notice shall be signed by an officer of the association. Upon payment of or satisfaction of such delinquent assessment and charges, the association shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof.

The lien of the assessments provided for herein shall be prior to all other liens recorded subsequent to the recordation of such notice of delinquent assessments and shall be subordinate to any first mortgage made in good faith and for value.

The association may bring an action at law against the Owner personally obligated to pay the assessments, or foreclose its lien against the Owner's property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot. The association shall have power to purchase the Lot at foreclosure sale and to hold, lease, mortgage and convey the same.

The sale or transfer of any Lot pursuant to foreclosure or any proceeding in Lieu thereof of such a mortgage (except a deed in lieu of foreclosure) shall extinguish the lien of any assessments as to payments which become due prior to such sale or

transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

3.10. Powers and Authority of the Dealer Association.

Acting through the Board of Directors and subject only to the limitations expressly set forth in the Articles of Incorporation of the Dealers Association, its Bylaws and this Declaration, the association shall have all of those powers set forth in its Articles of Incorporation, together with its general powers as a nonprofit corporation, generally to do any and all things that such an association may do under California law in operating for the benefit of its members, and to do any and all lawful things which may be authorized, required or permitted to be done by the association under and by virtue of the Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the association or for the peace, health, comfort, safety and/or general welfare of the Owners and their employees and patrons.

Without in any way limiting the generality of the foregoing, the association shall have the power and authority at any time, and from time to time, without liability to any Owner, to enter upon any Lot and the exterior of any building, fence, or wall subject to this Declaration, for the purpose of enforcing any and all of the provisions of the restriction contained herein and for the purpose of maintaining and repairing any such area. The association shall also have the power of authority from time to

time, in its own name, on its own behalf, or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration and to enforce, by mandatory injunction or otherwise, all of the provisions of this Declaration.

The association may, from time to time, and subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations governing the operation and maintenance of the Auto Center.

#### IV. REGULATION OF OPERATIONS AND USES

4.01. Operations and Uses. Each Lot in the Auto Center shall be used only by franchised new motor vehicle dealerships for the retail sale, leasing, renting and servicing of new and used automobiles and other motor vehicles, other commercial retail uses related to the supplying of automotive parts, servicing, maintenance and repair services, including towing and service car storage. Any such related commercial retail use shall be subject to the approval of the Design Review Committee and the City of Hemet. There shall not be permitted (1) any junk or salvage yard; (2) any auto body shops or auto body work except by a franchised new car dealership in connection with such dealership or by a unique, antique and/or classic car dealership approved by the Design Review Committee (the latter dealership being limited to the sale and leasing of antique and classic cars); (3) any used automobile or used motor vehicle sales,

leasing, or renting except by a franchised new car dealership in connection with such dealership or approved by the Design Review Committee; or (4) any other uses which will be offensive to the neighborhood by reason of odor, fumes, dust, bright lights, noise, visibility or pollution or will be hazardous by reason of danger of fire or explosion.

#### V. ENFORCEMENT

5.01. Abatement and Suit. Violation or breach of any restriction herein contained shall give to Declarant and every Owner of any portion of the Auto Center Site the right to enter upon the Lot or as to which said violation or breach exists and to summarily abate and remove, at the expense of the Owner thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, or prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation.

The result of every action or admission whereby any restriction herein contained is violated in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an Owner, either public or private, shall be applicable against every such result and may be exercised by Declarant or by any Owner of any portion of the Auto Center Site.

In legal or equitable proceedings for the enforcement of this Declaration or in any legal or equitable proceeding to restrain the violation of this Declaration or any provision thereof, the losing party or parties shall pay the attorneys' fees of the prevailing party or parties, in such amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or equity shall be cumulative and not exclusive.

5.02. Inspection. Declarant may, from time to time, at any reasonable hour or hours enter upon and inspect any portion of the Auto Center Site, including any and all sites, to ascertain compliance of such Lot or site with the intent and meaning of the provisions hereof.

5.03. Failure to Enforce Not a Waiver of Rights. The failure of Declarant or any property Owner to enforce any restriction herein shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction.

#### VI. EXTINGUISHMENT, CONTINUATION AND MODIFICATION

6.01. Extinguishment. This Declaration, every provision hereof, and every covenant, condition and restriction contained herein shall continue in full force and effect until terminated as herein set forth; provided, however, that this Declaration, or any provision hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified, or amended as to the whole of said Auto Center Site or any portion thereof, with the written consent of the record owners of sixty-

two and one-half percent (62.5%) of the Lots located in the Auto Center. For the purpose of determining what constitutes 62.5% of the record owners, the following computations shall be utilized: Lots shall refer to the Lots described, by parcel number, in Exhibit A attached hereto, without respect to any subsequent division of said Lots. There shall be one (1) vote allocated to each of the following Lots: parcel numbers 1, 2, 4, 5 6, and 9. In addition Lots 3 and 11 shall be considered one (1) Lot and entitled to one (1) vote. Likewise Lots 7 and 8 shall be considered one (1) Lot and entitled to one (1) vote. If a Lot is subsequently subdivided, the Owner shall be entitled to vote based upon their pro rata share of the Lot, calculated by the number of square feet owned by each Owner of the subdivided Lot as compared to the total number of square feet of the original Lot designated in Exhibit A expressed as a percentage. (For example, if Lot X is divided and Owner A has 75% of the Lot square footage, A shall vote .75% and B shall vote .25% of Lot X's one vote.) No such termination, extension, modification, or amendment shall be effective until a proper instrument in writing has been approved by the City of Hemet and executed, acknowledged and recorded in the Office of the County Recorder of Riverside County, California.

## VII. CONSTRUCTIVE NOTICE AND ACCEPTANCE

7.01 Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title, estate or interest in or to any portion of the Auto Center Site is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said property.

## VIII. RIGHTS OF LENDER

8.01. Rights of Lender. Any Owner of any portion of the Auto Center Site may encumber his land by deed of trust or mortgage. The beneficiary of any bona fide deed of trust or mortgage made in good faith and for value encumbering any portion of the Auto Center Site is referred to in this paragraph as a "lender." A breach of any of the provisions of this Declaration shall not affect or impair the lien or charge of any bona fide deed of trust or mortgage made in good faith and for value encumbering any portion of the property. A lender who acquires title by foreclosure or deed in lieu of foreclosure shall not be obligated to cure any breach of this Declaration which is noncurable or of a type which is not practical or feasible to cure. It is intended that any loan to facilitate the resale of any portion of the Auto Center Site after foreclosure or deed in lieu of foreclosure is a loan made in good faith and for value.

## IX. MUTUALITY, RECIPROCITY; RUNS WITH LAND

9.01. Mutuality. All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel in favor of every other parcel; shall create reciprocal rights and obligations between the respective owners of all parcels and privity of contract and estate between all grantees of said parcels, their heirs, successors and assigns; and shall, as to the Owner of each parcel, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other parcels.

## X. TERM

10.01. Term. Except as otherwise provided, the covenants, conditions and restrictions contained in this Declaration shall remain in effect until January 1, 2007, and may be extended for successive periods of ten (10) years by a written instrument agreeing to such extension or extensions recorded by the Dealers Association in the Office of the County Recorder of Riverside County, State of California.

XI. PARAGRAPH HEADINGS

11.01. Headings. Paragraph headings are inserted for convenience only and are not intended to be part of this Declaration or in any way to define, limit or describe the scope or intent of the particular paragraph to which they refer.

XII. EFFECT OF INVALIDATION

12.01. Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

IN WITNESS WHEREOF, the undersigned have executed this Declaration on the date first above written.

ACME INVESTMENTS, A  
California General Partnership

JACK & GWENYTH GOSCH REVOCABLE  
TRUST RESTATED 5/2/89, General Partner

By: *Jack Gosch*  
JACK GOSCH, Trustee

THE HASSAN JAMES HAMZA, JR.  
& MILDRED ANN HAMZA TRUST  
General Partner

By: *Mildred Ann Hamza*  
MILDRED ANN HAMZA, Trustee

GRA-HAS CORP., General Partner

By: *Gene L. Gray*  
GENE L. GRAY  
Its:



## EXHIBIT A

Parcels 1 through 12 and Lots A through G of  
Parcel Map 22678, Book 160, Pages 64 through  
69, Records of Riverside County.

## APPENDIX B

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### HEMET AUTO MALL SPECIFIC PLAN

Approved by Ordinance 1287  
Approved by Ordinance Bill No. 13-036

Effective May 24, 1988  
Effective September 26, 2013

Industry Group No. 544

**CANDY, NUT, AND CONFECTIONERY STORES**

**5441 Candy, Nut, and Confectionery Stores**

Establishments primarily engaged in the retail sale of candy, nuts, popcorn, and other confections.

- Candy stores—retail
- Confectionery produced for direct sale on the premises—retail
- Popcorn stands—retail

**545 DAIRY PRODUCTS STORES**

**5451 Dairy Products Stores**

Establishments primarily engaged in the retail sale of packaged dairy products to over-the-counter customers. Ice cream and frozen custard stands are classified in Industry 5812, and establishments selling ice cream and similar products from trucks or wagons are classified in Industry 5963. Establishments primarily engaged in processing and distributing milk and cream are classified in Manufacturing, Industry Group 202.

- Butter, and other dairy product stores—retail
- Cheese stores—retail
- Dairy products stores—retail
- Ice cream (packaged) stores—retail
- Milk and other dairy products stores—retail

**546 RETAIL BAKERIES**

**5461 Retail Bakeries**

Establishments primarily engaged in the retail sale of bakery products. The products may be purchased from others or made on the premises. Establishments manufacturing bakery products for the trade are classified in Manufacturing, Industry Group 205, and those purchasing bakery products and selling house-to-house are classified in Industry 5963.

- Bread stores—retail
- Bakeries—retail
- Cookies stores—retail
- Doughnut shops—retail
- Pretzel stores and stands—retail

**549 MISCELLANEOUS FOOD STORES**

**5499 Miscellaneous Food Stores**

Establishments primarily engaged in the retail sale of specialized foods, not elsewhere classified, such as eggs, poultry, health foods, spices, herbs, coffee, and tea. The poultry stores may sell live poultry, slaughter and clean poultry for their own account, and sell dressed fowls, or sell fowls cleaned and dressed by others.

- Coffee stores—retail
- Dietetic food stores—retail
- Egg stores—retail
- Health food stores—retail
- Poultry dealers—retail
- Spice and herb stores—retail
- Tea stores—retail
- Vitamin food stores—retail
- Water, mineral—retail

**Major Group 55.—AUTOMOTIVE DEALERS AND G SERVICE STATIONS**

*The Major Group as a Whole*

This major group includes retail dealers selling new and used automobiles, boats, recreational vehicles, utility trailers, and motorcycles including mopeds; those selling new automobile parts and accessories; and gasoline service stations. Automobile repair shops maintained by establishments engaged in the sale of new automobiles are also included. Establishments primarily engaged in selling used automobile parts are classified in Wholesale Trade, Industry 5016.

Industry Group No. 551

**MOTOR VEHICLE DEALERS (NEW AND USED)**

**5511 Motor Vehicle Dealers (New and Used)**

Establishments primarily engaged in the retail sale of new automobiles or new and used automobiles. These establishments frequently maintain repair departments and carry stocks of replacement parts, tires, batteries, and automotive accessories. These establishments also frequently sell pickups and vans at retail.

- Automobile agencies (dealers)—retail
- Automobile dealers, new and used—retail
- Cars, new and used—retail
- Motor vehicle dealers, new and used
- Pickups and vans, new and used—retail

**552 MOTOR VEHICLE DEALERS (USED ONLY)**

**5521 Motor Vehicle Dealers (Used Only)**

Establishments primarily engaged in the retail sale of used cars only, with no sales of new automobiles. These establishments also frequently sell used pickups and vans at retail.

- Active auto—retail
- Automobiles, used cars only—retail
- Motor vehicle dealers, used cars only—retail
- Pickups and vans, used only—retail

**553 AUTO AND HOME SUPPLY STORES**

**5531 Auto and Home Supply Stores**

Establishments primarily engaged in the retail sale of new automobile tires, batteries, and other automobile parts and accessories. Such establishments frequently sell a substantial amount of home appliances, radios, and television sets. Establishments dealing primarily in used parts are classified in Wholesale Trade, Industry 5015. Establishments primarily engaged in both selling and installing such automotive parts as transmissions, mufflers, brake linings, and glass are classified in Services, Industry Group 753.

- Automobile accessory dealers—retail
- Automobile conditioning equipment, sale and installation—retail
- Automobile parts dealers—retail
- Battery dealers, automobile—retail
- Speed shops—retail
- Tire dealers, automotive—retail
- Tires, auto, and accessory dealers—retail

Industry  
Group  
No. 554

### GASOLINE SERVICE STATIONS

#### 5541 Gasoline Service Stations

Gasoline service stations primarily engaged in selling gasoline and lubricating oils. These establishments frequently sell other merchandise, such as tires, batteries, and other automobile parts, or perform minor repair work. Gasoline stations combined with other activities, such as grocery stores, convenience stores, or carwashes, are classified according to the primary activity.

Automobile service stations—retail  
Pilling stations, gasoline—retail  
Gasoline and oil—retail  
Motor service stations—retail  
Service stations, gasoline—retail  
Truck scope—retail

#### 555 BOAT DEALERS

##### 5551 Boat Dealers

Establishments primarily engaged in the retail sale of new and used motorboats and other watercraft, marine supplies, and outboard motors.

Boat dealers—retail  
Marine supply dealers—retail  
Outboard motor dealers—retail

#### 556 RECREATIONAL VEHICLE DEALERS

##### 5561 Recreational Vehicle Dealers

Establishments primarily engaged in the retail sale of new and used motor homes, recreational trailers, and campers (pickup coaches). Establishments primarily engaged in the retail sale of mobile homes are classified in Industry 5271, and those selling utility trailers are classified in Industry 5599.

Campers (pickup coaches) for mounting  
on trucks—retail  
Motor home dealers—retail  
Recreational vehicle dealers—retail  
used—retail

#### 557 MOTORCYCLE DEALERS

##### 5571 Motorcycle Dealers

Establishments primarily engaged in the retail sale of new and used motorcycles, including motor scooters and mopeds, and all-terrain vehicles.

All-terrain vehicles—retail  
Motorcycles, motor scooters—retail  
Mopeds—retail

#### 559

#### AUTOMOTIVE DEALERS, NOT ELSEWHERE CLASSIFIED

##### 5599 Automotive Dealers, Not Elsewhere Classified

Establishments primarily engaged in the retail sale of new and used automotive vehicles, utility trailers, and automotive equipment and supplies, not elsewhere classified, such as snowmobiles, dunebuggies, and go-carts. Also included in this industry are establishments primarily engaged in the retail sale of aircraft.

Aircraft dealers—retail  
Dunebuggies—retail  
Go-carts—retail  
Snowmobile—retail  
Trailers, utility—retail  
Utility trailers—retail

### Major Group 56.—APPAREL AND ACCESSORY STORES

#### The Major Group as a Whole

This major group includes retail stores primarily engaged in selling new clothing, shoes, hats, underwear, and related articles for personal wear and adornment. Furriers and custom tailors carrying stocks of materials are included.

Industry  
Group  
No. 561

#### MEN'S AND BOYS' CLOTHING AND ACCESSORY STORES

##### 5611 Men's and Boys' Clothing and Accessory Stores

Establishments primarily engaged in the retail sale of men's and boys' ready-to-wear clothing and accessories.

Apparel, accessory stores, men's and boys'—retail  
Clothing stores, men's and boys'—retail  
Hubbardway stores—retail

Hat stores, men's and boys'—retail  
Men's wearing apparel—retail  
The shops—retail

#### 562 WOMEN'S CLOTHING STORES

##### 5621 Women's Clothing Stores

Establishments primarily engaged in the retail sale of a general line of women's ready-to-wear clothing. This industry also includes establishments primarily engaged in the specialized retail sale of women's coats, suits, and dresses. Custom tailors primarily engaged in making women's clothing to individual order are classified in Industry 5699.

Bridal shops, except custom—retail  
Clothing, ready-to-wear: women's—retail

Dress shops—retail  
Maternity shops—retail  
Ready-to-wear stores, women's—retail

#### 563

#### WOMEN'S ACCESSORY AND SPECIALTY STORES

##### 5632 Women's Accessory and Specialty Stores

Establishments primarily engaged in the retail sale of women's clothing accessories and specialties, such as millinery, blouses, foundation garments, lingerie, hosiery, costume jewelry, gloves, handbags, and furs (including custom made furs).

Apparel accessory stores, women's—retail  
Blouse stores—retail  
Costume jewelry stores—retail  
Foundation garments—retail  
Fur apparel made to custom order—retail

Fur shops—retail  
Furriers—retail  
Handbag stores—retail  
Hosiery stores—retail  
Lingerie stores—retail  
Millinery stores—retail

#### 564

#### CHILDREN'S AND INFANTS' WEAR STORES

##### 5641 Children's and Infants' Wear Stores

Establishments primarily engaged in the retail sale of children's and infants' clothing, furnishings, and accessories. Such establishments may specialize in either children's or infants' wear or they may sell a combination of children's and infants' wear.

Children's wear stores—retail

Infants' wear stores—retail

- 51 Attache cases, regardless of material—*mfg*  
 56 Attachments for portable drills—*mfg*  
 3564 Attic fans—*mfg*  
 8111 Attorneys  
 9222 Attorneys general's offices  
 6999 Auction rooms (general merchandise)—  
 retail  
 \*\*\* Auction, specialized—code according to  
 product sold  
 7389 Auctioneering service on a commission or  
 fee basis  
 5154 Auctioning livestock—wholesale  
 2517 Audio cabinets, wood—*mfg*  
 2695 Audio range tapes, blank—*mfg*  
 3651 Audio recorders and players: automotive  
 and household—*mfg*  
 3825 Audiofrequency oscillators—*mfg*  
 3845 Audiological equipment, electromedical—  
*mfg*  
 8049 Audiologists, offices of  
 3825 Audiotapes, except medical—*mfg*  
 7812 Audiovisual motion picture program pro-  
 duction  
 8721 Auditing service, accounts  
 1642 Auditorium construction—general contrac-  
 tors  
 4731 Auditors, freight rate  
 3532 Auger mining equipment—*mfg*  
 1241 Auger mining services: bituminous coal,  
 anthracite, and lignite on a contract  
 basis  
 3423 Augers (edge tools)—*mfg*  
 8999 Authors  
 7389 Authors' agents and brokers  
 7011 Auto courts  
 7649 Auto emissions testing, without repairs  
 2241 Auto wind lace—*mfg*  
 3843 Autoclaves, dental—*mfg*  
 3842 Autoclaves, hospital and surgical—*mfg*  
 3445 Autoclaves, industrial—*mfg*  
 3821 Autoclaves, laboratory—*mfg*  
 3721 Autoclaves—*mfg*  
 6999 Autograph and philatelist supply stores—  
 retail  
 2761 Autographic register forms, printed—*mfg*  
 3845 Automated blood and body fluid analyzers,  
 except laboratory—*mfg*  
 6099 Automated clearinghouses  
 3826 Automatic chemical analyzers, laboratory  
 type—*mfg*  
 3541 Automatic chucking machines—*mfg*  
 7215 Automatic laundry  
 3812 Automatic pilots—*mfg*  
 3541 Automatic screw machines—*mfg*  
 3578 Automatic teller machines (ATM)—*mfg*  
 7637 Automatic transmission repair, automo-  
 tive  
 5812 Automats (eating places)  
 5831 Automobile accessory dealers—retail  
 5811 Automobile agencies (dealers)—retail  
 5831 Automobile air-conditioning equipment,  
 sale and installation—retail  
 6012 Automobile auction—wholesale  
 5831 Automobile battery dealers—retail  
 3711 Automobile bodies, passenger car—*mfg*  
 4228 Automobile dead storage  
 8299 Automobile driving instruction  
 5013 Automobile engine testing equipment,  
 electrical—wholesale  
 5015 Automobile engines, used—wholesale or  
 retail  
 6169 Automobile finance leasing  
 2273 Automobile floor coverings, except rubber  
 or plastics—*mfg*  
 5013 Automobile glass—wholesale  
 3429 Automobile hardware—*mfg*  
 3062 Automobile hose, plastic or rubber—*mfg*  
 3792 Automobile house trailer chassis—*mfg*  
 6331 Automobile insurance  
 7515 Automobile leasing, except finance leas-  
 ing: without drivers  
 3469 Automobile license tags, stamped metal—  
*mfg*  
 3534 Automobile lifts (elevators)—*mfg*  
 6141 Automobile lifts (mats) include automobile  
 insurance  
 8699 Automobile owners' associations and clubs  
 5531 Automobile parts dealers—retail  
 5015 Automobile parts, used—wholesale or  
 retail  
 2842 Automobile polishes—*mfg*  
 8734 Automobile proving and testing grounds  
 7389 Automobile recovery services  
 4119 Automobile rental with drivers  
 7514 Automobile rental, without drivers  
 7389 Automobile repossession service  
 2399 Automobile seat covers—*mfg*  
 3499 Automobile seat frames, metal—*mfg*  
 2531 Automobile seats—*mfg*  
 5013 Automobile service station equipment—  
 wholesale  
 6541 Automobile service stations—retail  
 7389 Automobile shows, flower shows, and  
 home shows: promoters of  
 Automobile skid chains, made from pur-  
 chased wire—*mfg*  
 3493 Automobile springs—*mfg*  
 5531 Automobile tire dealers—retail  
 5014 Automobile tires and tubes—wholesale  
 3799 Automobile trailer chassis, except travel  
 trailer—*mfg*  
 1799 Automobile trailers, except house and  
 travel—*mfg*  
 2396 Automobile trimmings, fabric—*mfg*  
 3531 Automobile wrecker hoists—*mfg*  
 3713 Automobile wrecker-truck body—*mfg*  
 3711 Automobiles—*mfg*  
 3944 Automobiles and trucks, toy—*mfg*  
 3944 Automobiles, children's pedal driven—*mfg*  
 5511 Automobiles, new and used—retail  
 5821 Automobiles, used cars only—retail  
 5012 Automobiles—wholesale  
 5013 Automobile accessories—wholesale  
 5075 Automotive air-conditioners—wholesale  
 3825 Automotive anneters and voltmeters—  
*mfg*  
 3357 Automotive and aircraft wire and cable,  
 nonferrous—*mfg*  
 7632 Automotive body shops  
 7639 Automotive electrical services (battery and  
 ignition repair)  
 6013 Automotive engines, new—wholesale  
 2211 Automotive fabrics, cotton—*mfg*  
 2221 Automotive fabrics, manmade fiber—*mfg*  
 3462 Automotive forgings, ferrous: not made in  
 rolling mills—*mfg*  
 3463 Automotive forgings, nonferrous: not made  
 in hot-rolling mills—*mfg*  
 7636 Automotive glass replacement and repair  
 service  
 7649 Automotive inspection and diagnostic serv-  
 ice  
 7632 Automotive interior shops  
 3647 Automotive lighting fixtures—*mfg*  
 3061 Automotive mechanical rubber goods:  
 molded, extruded, and lath-cut—*mfg*  
 7633 Automotive mufflers, sale and installation  
 5013 Automotive paint shops  
 7622 Automotive radio repair shops  
 7639 Automotive repair shops, general  
 7639 Automotive springs, rebuilding and repair  
 3465 Automotive stampings: e.g., fenders, tops,  
 hub caps, body parts, trim—*mfg*  
 5013 Automotive stampings—wholesale  
 7639 Automotive starter and generator repair  
 5013 Automotive supplies—wholesale  
 7632 Automotive tops (canvas or plastic), instal-  
 lation, repair, or sales and installation  
 7649 Automotive towing service  
 7632 Automotive trim shops  
 7632 Automotive upholstery and trim shops  
 3714 Automotive washing and polishing  
 5093 Automotive wiring harness sets, except ig-  
 nition—*mfg*  
 5093 Automotive wrecking for scrap—wholesale  
 3931 Autophones (organs with perforated mus-  
 rolls)—*mfg*  
 3799 Autos, midget: power driven—*mfg*  
 3612 Auto transformers for switchboards, except  
 telephones switchboards—*mfg*  
 3681 Auto transformers for telephones switch-  
 boards—*mfg*  
 3812 Auto transformers, electric (power trans-  
 formers)—*mfg*  
 3573 Auxiliary computer storage units—*mfg*  
 0479 Avicides (e.g., parakeet, canary, love birds)  
 7997 Aviation clubs, membership  
 8249 Aviation schools, excluding flying instruc-  
 tion  
 0179 Avocado orchards and farms  
 3423 Awns—*mfg*  
 1799 Awning installation—contractors  
 7699 Awning repair shops  
 5999 Awning stripes—retail  
 2211 Awning stripes, cotton—mittee—*mfg*  
 2394 Awnings, fabric—mfg—*mfg*  
 3069 Awnings, fiberglass and plastics combina-  
 tion—*mfg*  
 3444 Awnings, sheet metal—*mfg*  
 2431 Awnings, wood—*mfg*  
 5039 Awnings—wholesale  
 3423 Axes—*mfg*  
 3714 Axle housings and shafts, motor vehicle—  
*mfg*  
 7539 Axle straightening, automotive  
 3714 Axles, motor vehicle—*mfg*  
 3462 Axles, railroad: forged—not made in roll-  
 ing mills—*mfg*  
 3312 Axles, rolled or forged: made in steel  
 works or rolling mills—*mfg*  
 2273 Axminster carpets—*mfg*  
 2892 Azides (explosives)—*mfg*  
 2865 Azine dyes—*mfg*  
 2865 Azo dyes—*mfg*  
 2865 Azobenzene—*mfg*  
 2865 Azotic dyes—*mfg*  
 B  
 3341 Babbitt metal smelting and refining, sec-  
 ondary—*mfg*  
 3339 Babbitt metal, primary—*mfg*  
 6999 Baby carriages—retail  
 2032 Baby foods (including meats), canned—*mfg*  
 2023 Baby formula: fresh, processed, and bot-  
 tled—*mfg*  
 5137 Baby goods—wholesale  
 3069 Baby pants, vulcanized rubber and rubber-  
 ized fabric—mittee—*mfg*  
 2844 Baby powder—*mfg*  
 3596 Baby scales—*mfg*

Industry  
Group  
No. 738

**MISCELLANEOUS BUSINESS SERVICES—Con.**  
**7389 Business Services, Not Elsewhere Classified—Con.**

Telephone solicitation services on a con-  
tract or fee basis  
Travel agencies  
Travel clubs and packing services  
Timeshare condominium exchanges  
Tobacco vending services on a contract  
or fee basis  
Tourist information bureaus  
Trade show arrangement  
Trading stamp promotion and sale to  
others

Trading stamp redemption  
Translation services  
Water skiffing services  
Waxing floor and other commodities,  
not sold with transportation  
Wholesaling services  
Window tinting services  
Yacht brokers

**Major Group 75.—AUTOMOTIVE REPAIR, SERVICES, AND  
PARKING**

*The Major Group as a Whole*

This major group includes establishments primarily engaged in furnishing automotive repair, rental, leasing, and parking services to the general public. Similar facilities owned and operated by concerns for their own use and not for the general public are treated as auxiliary establishments. Establishments primarily engaged in finance leasing of passenger cars and trucks are classified in Finance, Industry 6159. Automotive repair shops operated by establishments engaged in the sale of new automobiles are classified in Retail Trade, Industry 5511; and those operated by gasoline service stations are classified in Retail Trade, Industry 5541. Repair shops of railroad companies are classified in Railroad Transportation, Major Group 40; and establishments repairing ships and boats are classified in Manufacturing, Industry Group 373.

Industry  
Group  
No. 751

**751 AUTOMOTIVE RENTAL AND LEASING, WITHOUT DRIVERS**

**7513 Truck Rental and Leasing, Without Drivers**

Establishments primarily engaged in short-term rental or extended-term leasing (with or without maintenance) of trucks, truck tractors, or semitrailers without drivers. Establishments primarily engaged in finance leasing of trucks are classified in Finance, Industry 6159; those renting trucks with drivers are classified in Transportation, Industry Group 421; and those primarily engaged in renting and leasing, except finance leasing, of industrial trucks are classified in Industry 7359.

Truck leasing, except industrial trucks  
and finance leasing, without drivers

Truck rental, except industrial, without  
drivers

**7514 Passenger Car Rental**

Establishments primarily engaged in short-term rental of passenger cars without drivers.

Automobile rental, without drivers  
Finance rental, without drivers

Limousine rental, without drivers  
Passenger car rental, without drivers

**7515 Passenger Car Leasing**

Establishments primarily engaged in extended-term leasing of passenger cars without drivers. Establishments primarily engaged in finance leasing of automobiles are classified in Finance, Industry 6159.

Automobile leasing, except finance leas-  
ing, without drivers

Passenger car leasing, except finance  
leasing, without drivers

**7519 Utility Trailer and Recreational Vehicle Rental**

Establishments primarily engaged in daily or extended-term rental of utility trailers and recreational vehicles. Establishments primarily engaged in renting motorcycles, bicycles, golf carts, go-carts, or recreational boats are classified in Industry 7999; and those engaged in renting airplanes are classified in Industry 7359. Establishments primarily engaged in the rental of mobile homes on site are classified in Real Estate, Industry 6515.

Industry Group No.	Industry No.	Description
751	7519	<b>UTILITY TRAILER RENTAL AND LEASING, WITHOUT DRIVERS—Con.</b> Utility Trailer and Recreational Vehicle Rental—Con. Mobile home rental, except on site Motor home rental Pop-up camper rental Trailer rental Utility trailer rental
752	7521	<b>AUTOMOBILE PARKING</b> Automobile Parking Establishments primarily engaged in the temporary parking of automobiles, usually on an hourly, daily, or monthly contract or fee basis. Establishments primarily engaged in extended or dead storage of automobiles are classified in Transportation, Industry 4226. Garage, automobile parking Parking lot Tow-in parking lot
753	7532	<b>TOP, BODY, AND UPHOLSTERY REPAIR SHOPS AND PAINT SHOPS</b> Top, Body, and Upholstery Repair Shops and Paint Shops Establishments primarily engaged in the repair of automotive tops, bodies, and interiors, or automotive painting and refinishing. Also included in this industry are establishments primarily engaged in customizing automobiles, trucks, and vans except on a factory basis. Establishments primarily engaged in customizing automobiles, trucks, and vans on a factory basis are classified in Manufacturing, Industry Group 371. Antique and classic automobile restoration Auto body shops Automotive body shops Automotive interior shops Automotive paint shops Automotive top (canvas or plastic) installation, repair, or sale and installation Auto shops
7533	7533	<b>EXHAUST SYSTEM REPAIR SHOPS</b> Exhaust System Repair Shops Establishments primarily engaged in the installation, repair, or sale and installation of automotive exhaust systems. The sale of mufflers, tailpipes, and catalytic converters is considered to be incidental to the installation of these products. Catalytic converters, automotive: installation, repair, or sale and installation Mufflers, automotive: installation, repair, or sale and installation
7534	7534	<b>TIRE RETREADING AND REPAIR SHOPS</b> Tire Retreading and Repair Shops Establishments primarily engaged in repairing and retreading automotive tires. Establishments classified here may either retread customers' tires or retread tires for sale or exchange to the user or the trade. Retreading and retreading tires for the trade Retreading tires Tire recapping Rebuilding and retreading tires for the trade 37 1/2 100 1

Industry Group No.	Industry No.	Description
7535	7535	<b>AUTOMOTIVE REPAIR SHOPS—Con.</b> Automotive Glass Replacement Shops Establishments primarily engaged in the installation, repair, or sales and installation of automotive glass. The sale of the glass is considered incidental to the replacement. Glass replacement and repair, automotive
7537	7537	<b>TRANSMISSION REPAIR SHOPS</b> Transmission Repair Shops Establishments primarily engaged in the installation, repair, or sales and installation of automotive transmissions. The sale of transmissions and related parts is considered incidental to the installation or repair of these products. Automatic transmission repair, automotive Transmission repair, automotive
7538	7538	<b>GENERAL AUTOMOTIVE REPAIR SHOPS</b> General Automotive Repair Shops Establishments primarily engaged in general automotive repair. Establishments primarily engaged in industrial truck repair are classified in Industry 7699. Automotive repair shops, general service Diesel engine repair, automotive Engine repair, truck, except industrial
7539	7539	<b>OTHER AUTOMOTIVE REPAIR SHOPS, NOT ELSEWHERE CLASSIFIED</b> Other Automotive Repair Shops, Not Elsewhere Classified Establishments primarily engaged in specialized automotive repair, not elsewhere classified, such as fuel services (carburetor repair), brake relining, front-end and wheel alignment, and radiator repair. Establishments primarily engaged in automotive welding are classified in Industry 7692. Air-conditioner repair, automotive Automotive springs, rebuilding and repair Brake relining, automotive Brake lining, sale and installation Brake repairing, automotive Carburetor repair Electrical service, automotive (battery and ignition repair) Fuses, repair shops, automotive Fuel system repair, automotive Fuel system conversion, automotive Fuel system repair, automotive Generator and starter repair, automotive Radiator repair shops, automotive Wheel alignment, automotive
754	7542	<b>CARWASHES</b> Carwashes Establishments primarily engaged in washing, waxing, and polishing motor vehicles, or in furnishing facilities for the self-service washing of motor vehicles. Bus washing Carwashes Cleaning and polishing (detailing) new cars for dealers on a contract or fee basis Detailing (cleaning and polishing) new autos for dealers on a contract or fee basis

Industry  
Group  
No.  
754

**AUTOMOTIVE SERVICES, EXCEPT REPAIR—Cont.**

**7549 Automotive Services, Except Repair and Carwashes**

Establishments primarily engaged in furnishing automotive services, except repair and carwashes. Establishments primarily providing automobile driving instructions are classified in Industry 8299.

Auto emission testing, without repairs  
Diagnostic centers, automotive  
Emission testing service, automotive;  
without repair  
Oil change service, automotive  
Oil inspection service, automotive  
Lubricating service, automotive  
Road service, automotive  
Rustproofing service, automotive  
Towing service, automotive  
Undercoating service, automotive  
Window tinting, automotive  
Wrecker service (towing), automotive

**Major Group 76.—MISCELLANEOUS REPAIR SERVICES**

*The Major Group as a Whole*

This major group includes establishments engaged in miscellaneous repair services. It does not include some repair services of which the most important are: repair to structures, which is classified in Construction, Division C; electronic computer and computer peripheral equipment repair, which is classified in Industry 7378; automotive repair, which is classified in Industry Group 753; clothing repair, which is classified in Industry 7219; and shoe repair, which is classified in Industry 7251.

Industry  
Group  
No.  
762

**ELECTRICAL REPAIR SHOPS**

**7622 Radio and Television Repair Shops**

Establishments primarily engaged in repairing radios, televisions, phonographs, stereo equipment, and tape recorders. Also included are establishments engaged in installing and repairing television, amateur, and citizens' band antennas; or in installing and servicing radio transmitting and receiving equipment in homes, offices, boats, automobiles, or other vehicles. Establishments primarily engaged in installation, repair, or maintenance of radio and television broadcast transmitting antennas and towers are classified in Construction, Division C.

Aircraft radio equipment repair  
Antennas, household: installation and  
service  
Automotive radio repair shops  
Citizens' band (CB) antennas, installation of  
Intercommunication equipment, repair  
Photograph repair: stereo, hi-fi, and  
tape recorder

Public address system repair  
Radio and television receiver installation  
Radio repair shops  
Stereo equipment repair  
Television repair shops  
Video recorder or player repair

**7623 Refrigeration and Air-Conditioning Service and Repair Shops**

Establishments primarily engaged in servicing and repairing household and commercial electrical refrigerators and air-conditioning and refrigeration equipment. Establishments primarily engaged in servicing and repairing gas refrigeration equipment are classified in Industry 7699, and those repairing automotive air-conditioning equipment are classified in Industry 7589.

Air-conditioner repair, self-contained  
unit, except automotive

Refrigeration repair service, electric  
Refrigerator repair service, electric

**7629 Electrical and Electronic Repair Shops, Not Elsewhere Classified**

Establishments primarily engaged in the repair of electrical and electronic equipment, not elsewhere classified, such as electrical household appliances and electrical and electronic industrial equipment. Establishments primarily engaged in the repair of electronic computers and computer peripheral equipment are classified in Industry 7378.

Aircraft electrical equipment repair,  
except radio  
Appliance repair, electrical  
Business machine repair, electrical  
Electric razor repair  
Electric tool repair

Electrical measuring instrument repair  
and calibration  
Electrical repair shops, except radio,  
television, and refrigerator repair  
Electronic equipment repair, except  
computers and computer peripheral