

FILE COPY

AMMENDMENT

TO

DECLARATION OF RESTRICTIONS

TRACT NO. 679

KNOW YE ALL MEN BY THESE PRESENTS THAT

SALTON RIVIERA, INC., a California Corporation, having its principal place of business in the city of Azusa, Los Angeles County, California having recorded a Declaration of Restrictions for Tract No. 679 on March 25, 1960 in Book 1046, Page 169 records of Imperial County, and

SALTON HEIGHTS DEVELOPMENT CO., a California Corporation, having its principal place of business in the city of Azusa, Los Angeles County, California present owner of Tract No. 679.

DO HEREBY join in and amend paragraph 2 under USE OF CANAL IN LOTS A, B, AND E, AND USE OF LOTS IN BLOCKS 18 and 19 IN TRACT NO. 679, page 7 of said restrictions as follows:

2. Lots A, B, C, D, and E are deeded to the Salton Community Services District and said Deed reserves unto the Salton Community Services District in perpetuity an easement and imposing upon the lands a certain servitude consisting of the right of ingress and egress on and over the shoreward 45 feet of each and every lot bordering on the water in said tract and located within BLOCKS 1, 18, 19, and 20 thereof. The said reservation of easement shall also include, in addition to the rights of ingress and egress, the unqualified right of agents and employees of said Community Services District, as determined by its Board of Directors, to do any and all things reasonably necessary to preserve, maintain, and repair the water channels adjacent to the servient lands and to do any and all things upon the servient lands to police and maintain them in a healthful, sanitary, and aesthetically attractive condition.

Under a covenant entered into by and between Salton Heights Development Co. and the Salton Community Services District dated July 14, 1960 and recorded on July 28, 1960 as document No. 95, BOOK 1056, PAGE 31 of Imperial County Records, said covenant provides that each and every lot in said TRACT 679 shall thereafter be subject to and burdened by an annual charge of not less than ten dollars (\$10.00) plus such additional amount as shall represent the ratable share allocable to each lot in said tract arising from the expense of repair and maintenance of the channels and adjacent lands solely within TRACT 679 as contemplated and provided for in those easements reserved by Salton Community Services District, burdened annual charge in no case to exceed thirty dollars (\$30.00) per lot. Failure to pay annual charge computed as aforesaid with respect to each particular lot shall raise and impose a lien on said lot until the charge is paid.

All other terms and conditions in said original Declaration of Restrictions shall remain unchanged.

IN WITNESS WHEREOF, SALTON RIVIERA, INC., and SALTON HEIGHTS DEVELOPMENT CO., have each caused its corporate name and seal to be hereunto affixed by its Officers duly authorized this 1st day of AUGUST.

SALTON RIVIERA, INC.

SALTON HEIGHTS DEVELOPMENT CO.

DECLARATION OF RESTRICTIONS

TRACT 679

THIS DECLARATION, made this 25th,
day of MARCH, 1960, by SALTON RIVIERA INC.,
a California Corporation, having its principal place of
business in the City of AZUSA, Los Angeles County,
California, hereinafter referred to as the Declarant.

WHEREAS, the Declarant is the owner of that
certain Tract No. 679, Imperial County, California,
as per plat thereof recorded in Book 7, Pages 54,
records of said County, and

WHEREAS the Declarant is about to sell, dispose of
or convey the lots in said Tract No. 679 above described,
and desires to subject the same to certain protective covenants,
conditions, restrictions (hereinafter referred to as "Condi-
tions") between it and the acquirers and/or users of the lots
in said Tract.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
That Declarant hereby certifies and declares that it has
established and does hereby establish general plan for the
protection, maintenance, development and improvement of said
Tract, that

THIS DECLARATION is designed for the mutual benefit
of the lots in said Tract and Declarant has fixed and does here-
by fix the protective conditions upon and subject to which all
lots, parcels and portions of said Tract shall be held, leased,
or sold, and/or conveyed by them as such owners, each and all
of which is and are for the mutual benefit of the lots in said
Tract and of each owner thereof, and shall run with the land
and shall inure to and pass said Tract and each and every par-
cel of land therein, and shall apply to and bind the respective
successors in interest thereof, and are and each thereof is
imposed upon said Tract as a mutual, equitable servitude in
favor of each and every parcel of land therein as the dominant
tenement or tenements.

SAID CONDITIONS ARE AS FOLLOWS:

That Block 20 shall be designated as C-2 and shall be
improved, used and occupied for commercial purposes under
the conditions hereinafter set forth under Zone C-2
REGULATIONS.

All of Blocks 18 and 19 shall be set aside for the ex-
clusive use of the non-channeled lots within this sub-
division, and shall be improved, used and occupied under
the conditions hereinafter set forth under REGULATIONS
GOVERNING MARINA TRACTS.

All the remaining lots within this subdivision shall be
designated as single residence lots and shall be im-
proved, used and occupied under the conditions herein-
after set forth under ZONE R-1 REGULATIONS.

11. GENERAL

- A. No building, fence, patio, or other structure shall be erected, altered, added to, placed, or permitted to remain on said lots or any of them or any part of any such lot until and unless the plans showing floor areas, external design and the ground location of the intended structure along with a plot plan and a checking fee in the amount of five (\$5.00) dollars have been first delivered to and approved in writing by any two (2) members of a "Committee of Architecture" which shall be initially composed of C.W. BURMOOD, GEORGE MC CARTHY, and AUGUST DAMON, provided that any vacancy on such committee caused by death, resignation, or disability to serve shall be filled on the nomination of SALTON RIVIERA, INC.. It shall be the purpose of this committee to provide for the maintenance of a high standard of architecture and construction in such a manner as to enhance the aesthetic properties of the developed subdivision. Notwithstanding other requirements imposed, this committee shall require not less than 1600 square feet of floor area for any single residence INCLUDING carport, garage, covered porches, covered contiguous patios, etc., with a minimum floor area of 1200 square feet for living area in the dwelling portion of the structure. All structures shall basically be of ONE LEVEL construction and no two-story structure shall be permitted unless, in the opinion of the "Committee of Architecture" such a structure conforms to the over-all design and pattern of development. On commercial structures submitted for approval, this "Committee" may require changes, deletions, or revisions in order that the architectural and general appearance of all such commercial buildings and grounds be in keeping with the architecture of the neighborhood and such as not to be detrimental to the public health, safety, general welfare and architectural appearance affecting the property values of the community in which such use or uses are to be located.
- B. It shall remain the prerogative and in the jurisdiction of the "Committee of Architecture" to review applications and grant approvals for exceptions to this declaration. Variations from requirements and, in general, other forms of deviation from those restrictions imposed by this declaration, when such exceptions, variances and deviations do, in no way, detract from the appearance of the premises, nor in any way be detrimental to the public welfare or to the property of other persons located in the vicinity thereof, in the sole opinion of the "Committee".

111. RESIDENTIAL ZONES:

- A. As used in this declaration, "Residential Zones" means zones R-1, R-2 and R-3.
- B. A person shall not use any premises in any residential zone, which is designed, arranged or intended to be occupied or used for any purpose, other than expressly permitted in this declaration.
- C. In any building project, during construction and sixty (60) days thereafter, property in a residential zone may be used for the storage of materials used in the construction of the individual buildings in project and for the contractor's temporary office. Said construction period shall not exceed ninety (90) days, unless specifically approved by the Committee of Architecture.
- D. A person shall not keep or maintain any live pig or hog or livestock or goats, cows or fowl of any age in any residential zone, whether such animals are kept or maintained for the personal use of the occupants or otherwise.
- E. No person shall cause to be erected a sign, advertisement billboard or advertising structure of any kind of any of the unimproved residential lots, except that a temporary permit, limited to a ninety-day period, for signs for houses to be sold or exhibited be first obtained by application to the architectural committee. The architectural committee may approve the location of these signs within the front set-back of the lot.
- F. No temporary buildings, basement, cellar, tent, shack garage, barn or other outbuilding or structure shall, at any time, be used for human habitation, temporarily or permanently.
- G. A trailer may be used as a residence of the owner and his family during construction by such owner of a permanent residence, but only after approval has been gained from the architectural committee for such residence, but in no event shall said trailer be used longer than ninety days.
- H. The exterior portions of all buildings, which are constructed of wood, stucco or cement shall be painted or stained immediately upon completion or shall have color mixed in the final structural application.
- I. Residences shall have complete and approved plumbing installations before occupancy.
- J. A temporary Real Estate tract office, for the purpose of conducting the sale of property in the sub-division, upon which such office is located, for a period not to exceed one year, provided such tract office is not used for conducting a general real estate business. Any structure, used for such purpose, shall, at the end of such one year period, be either removed or used for a purpose permitted in the zone in which it is located.
- K. The storage of tools, landscaping instruments, household effects, machinery or machinery parts, empty or filled containers, boxes, or bags, trash, materials or other miscellaneous items that shall, in appearance, detract from the aesthetic values of the property, shall be so placed and stored to be concealed from view from the public right of way. Trash for collection may be placed at the street line on regular collection days for a period not to exceed eighteen hours, prior to pick up.

STORAGE
OF
MATERIALS

LIVESTOCK

SIGNS

TEMPORARY
BUILDINGS

TRAILER
USE

BUILDING
EXTERIOR

PLUMBING

TEMPORARY
OFFICES

STORAGE
OF
TOOLS
AND
TRASH

ZONE R-1 REGULATIONS

A. PROPERTY IN ZONE R-1 MAY BE USED FOR:

1. A single family residence, together with outbuildings customary to such use, located on the same lot or parcel of land, including:
 - a. A private garage with a capacity not to exceed three (3) automobiles.
 - b. A boat storage building for the personal use of the occupant.
 - c. A children's playhouse.
 - d. Lath or greenhouses.
 - e. Tool houses.
 - f. Hobby shops not used commercially.
2. Churches, temples, or other places used exclusively for religious worship shall be permitted within this zone upon approval of location and development plans by the "Committee of Architecture."
3. The following auxiliary uses, if they do not alter the character of the premises as single family residences:
 - a. One detached guest house on the same premises as and not less than twenty (20) feet from the main building for the use of temporary guests of the occupants of the premises, if such quarters have no kitchen or kitchen facilities and are not rented or otherwise used as a separate dwelling.
 - b. Fences, walls, or hedges may be erected, started or maintained to a height of 72" above the adjacent grade when used as a property line or boundary separation, except that no fence, wall, or hedge may be used for this purpose in the front setback area of a lot in excess of 42" above the adjacent grade.

B. BUILDING SETBACKS:

1. Front yard setbacks shall conform to a minimum depth of twenty-five (25) feet and a maximum depth of thirty five (35) feet from the front property line to the furthest structural projection, including eaves, overhangs, porches of any building or structure.
2. A side yard shall be maintained of at least five (5) feet in depth from all side property lines to the building line of any structure, with a minimum clearance of 30" from eaves or other projections to the side property line, EXCEPT on corner lots which shall maintain a minimum setback of ten (10) feet or a maximum thirty-five (35) feet from the side street line. An attached garage, a detached garage or other auxiliary buildings or structures, not intended or used for human habitation, shall be located to provide a minimum 12" clearance from the side property line to eaves or other projections, when the auxiliary building or structure is a minimum of twenty (20) feet to the rear of the front wall of the residence nearest the street if attached, or forty (40) feet to the rear of the residence nearest the street if detached.
3. A rear yard shall be maintained of at least twelve (12) feet from the property line to the furthest structural projection, excepting fences, walls, and hedges when used as a boundary line separation which shall be ten (10) feet from the rear property line.

X C. VEHICLE STORAGE:

Every dwelling or other structure in Zone R-1 designed for or intended to be used as a dwelling, shall have on the same lot or parcel of land, automobile storage space conveniently accessible from the street and not located at any place where the erection of a structure is prohibited. This space shall be of sufficient capacity so as to not exceed maximum vehicle storage requirements as outlined above.

D. SUBDIVISION OF LOTS:

No lot or parcel of land shall be divided into smaller lots or parcels under any conditions or circumstances whether for lease, sale, or rental purposes.

E. REQUIRED LAND AREA:

A person shall not erect, construct, occupy, or use more than one (1) single family residence on any parcel of land or lot.

F. BUILDING HEIGHT LIMITATION:

All structures shall be of ONE-LEVEL construction unless as otherwise provided for under GENERAL of these restrictions.

ZONE C-1 REGULATIONS

The conditions for which the uses described and permitted in Zone C-1 are as follows:

1. That all goods, other than nursery stock, offered for sale shall be displayed within a building enclosed by a roof and all sides by walls.
2. That no commercial structure shall exceed a height of two stories, including the basement but excluding the cellar and advertising signs, which are part of the structure.
3. No enterprise is permitted, which produces or causes any dust, gas, smoke, noise, fumes, odors, or vibrations, which are or may be detrimental to other property in the neighborhood or to the welfare of the occupants thereof.
4. PROPERTY IN ZONE C-1 MAY BE USED FOR:

A. Any use permitted in Zone R-3.

B. Retail stores, shops or businesses, including, but not limited to those listed in the following:

- (1) Antiques
- (2) New automobiles
- (3) Automobile courts
- (4) Automobile parts
- (5) Bakeries, retail
- (6) Banks
- (7) Bars (no dancing)
- (8) Barber shop
- (9) Cafes or Restaurants (no dancing or entertainment)
- (10) Clothing shops
- (11) Clubs
- (12) Cocktail lounge (no dancing)
- (13) Comfort stations
- (14) Drug stores
- (15) Dyeing, retail dyeing and cleaning agency and pressing only.
- (16) Employment agency
- (17) Escort Bureaus
- (18) Fine arts galleries
- (19) Floors - the caring or retail sale of or both of floors
- (20) Food market
- (21) Furniture store, new only, retail
- (22) Furrier shop
- (23) Gasoline filling stations, providing that no garage or mechanical repair or tire re-building or automobile washing areas of more than five hundred (500) square feet is used.
- (24) Greenhouses
- (25) Hardware store

ZONE C-2 REGULATIONS

Property in Zone C-2 may be used for:

1. Any use permitted in Zone C-1, but not subject to any of the conditions listed in Zone C-1.
2. Sale, at retail only, of:
 - A. Feed
 - B. Grain
 - C. Monuments, tombstones, flagstone or any other architectural masonry, brick or tile.
3. Stores or shops for the conducting of retail or wholesale business, including, but not limited to:
 - A. Auction house
 - B. Bird or pet shop
 - C. Plumbing shop, if outside storage of pipe or fixtures or both, if any, be enclosed with a solid fence, not less than six (6) feet in height.
 - D. Automobile trailer park
 - E. Billiard hall and/or bowling alley
 - F. Boxing or sports arena
 - G. Commercial carnival show operated at one particular location not longer than one week in any six-month period.
 - H. Frozen food locker
 - I. Furniture re-upholstering
 - J. Public garages
 - K. Gas distribution depot of a public utility or company selling and distributing gas.
 - L. Glass etching, bevelling and/or silvering in connection with the sale of glass.
 - M. Gymnasium
 - N. Hospitals
 - O. Commercial laundries
 - P. Mortuaries
 - Q. Pool halls
 - R. Printer or publisher or both
 - S. Skating rinks
 - T. Tire re-treading
 - U. Trailer rentals
 - V. Truck or automobile rentals
 - W. Truck or transfer companies
 - X. Light manufacturing on the ground floor only, incidental to the retail sale of goods from the premises, providing:
 1. Seventy-five percent or more of the total ground floor area of the premises shall be used for retail sales, display of goods and office space.
 2. A commercial appearance shall be maintained by office or window display space or both, across all of the street frontage of the building.
 - Y. The manufacture of clothing, providing:
 1. Not more than one hundred (100) individuals are employed therein.
 2. Adequate area for street parking is provided for all employees.
 3. A commercial appearance shall be maintained by office or window display space or both, across all of the street frontage of the building.
 4. Off-street loading and unloading space is provided and so located that there will be no interference with the free flow of traffic on any street, highway or alley.
 - Z. The manufacture of ceramics, if the total volume of the kiln space does not exceed sixteen (16) cubic feet.
 - AA. Automobile repair garages, if all operations are conducted within a building.
 - BB. Other similar enterprises or businesses falling within this category but not specifically mentioned, shall be subject to the approval of the Committee of Architecture.

IV. REGULATIONS GOVERNING MARINA TRACTS

- BOAT DOCKS A. All boat docks must be approved by the "Committee of Architecture". In no case shall docks extend more than twenty-five (25) feet into the canal from the shore line in Lot "E". All docking facilities for boats longer than twenty-five (25) feet must be constructed parallel to the shore line.
- BUOYS MARKERS B. No buoys or floating markers, cables, swimming nets etc., will be permitted beyond twenty-five (25) feet from the shore line.
- SWIMMING C. No swimming in the canals will be permitted unless a swimming net is installed and swimming is restricted to within twenty-five (25) feet of the shore line.
- CANAL SHORE LINE D. Changing of the canal shore line shall be prohibited without prior written approval of Committee of Architecture.
- TRAILERS E. No house trailers shall be permitted to park on any lot designated as launching site at any time.
- BOAT HOUSES F. Boat houses of suitable design and appearance may be constructed only upon written approval from the Committee of Architecture.
- BOAT REPAIRS G. No major boat repairs shall be permitted on any residential lot within this subdivision.

USE OF CANAL IN LOTS A, B, AND E: AND USE OF LOTS IN BLOCKS 18 AND 19 IN TRACT NO. 679

1. Use of channel lots A, B, and E by boats of any sort must be according to Marine Rules and Regulations applying to small boats in inland waters.
2. Lots A, B, C, D, and E, and all lots in Blocks 18 and 19 shall be deeded to and controlled by the Sea View Marine Improvement Association for the benefit of its members. Lots A, B, C, D, and E are to be forever retained by said Improvement Association for the general use of all of the members of said Association. All of the lots in Blocks 18 and 19 shall be forever retained by said Improvement Association, and said individual lots shall be held for the exclusive use of the similar numbered lots in Blocks 2 to 17 inclusive of Tract No. 679, subject to such rules and regulations as the Association may impose. It is the intent that each lot in Blocks 18 and 19 remain under the ownership of the Association, and shall forever be set aside for the use of the non-channeled lots in said Tract No. 679. The numbers of said individual lots in Blocks 18 and 19 shall be the KEY to the determination of which of these lots is set aside for the exclusive use of the non-channeled lots above referred to. The lot numbers in Blocks 18 and 19 are hyphenated --- The first number designates the block number and the last number designates lot number of the non-channeled lots above referred to.

These conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1968, at which time said Conditions and Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of a majority of the lots in said Tract, it is agreed to change said Conditions in whole or in part.

PROVIDED, FURTHER, that if any paragraph, section, sentence, clause or phrase of the restrictions, conditions, and covenants herein contained shall be or become illegal, null, or void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained shall not be affected thereby. It is hereby declared that these restrictions, conditions, and covenants herein contained would have been and are imposed and each paragraph, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more other paragraphs, sections, sentences clauses or phrases are or shall become or be illegal, null, or void.

PROVIDED FURTHER, that if any owner of any lot in said property or his heirs, or assigns, shall violate or attempt to violate any of the conditions, covenants and/or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants, and/or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

PROVIDED FURTHER, that a breach of any of the foregoing conditions, covenants, and/or restrictions shall not defeat or render invalid the lien of any mortgage, or deed of trust in good faith, and for value, as to said property or any part thereof; but such conditions, covenants, and/or restrictions shall be binding upon and effective against any owner of any lot or lots in said property whose title is acquired by foreclosure, trustee's sale, or otherwise.

IN WITNESS WHEREOF, SALTON RIVIERA, INC. has caused its corporate name and seal to be hereunto affixed by its officers thereunto duly authorized this 25th day of MARCH, 1960.

(Owner) SALTON RIVIERA, INC.

By _____

By _____

60260-736

COVENANT

(Imposing annual charge on land for public purpose)

* * * * *

Comes now SALTON HEIGHTS DEVELOPMENT CO., a California corporation, COVENANTOR, hereinafter variously designated as "owner" or "subdivider", with specific reference to each and every lot in Tract 679, County of Imperial, State of California, conveyed by grant deed of even date to said owner from SALTON COMMUNITY SERVICES DISTRICT, COVENANTEE, a political subdivision of the State of California, and

FOR AND IN CONSIDERATION of the execution and delivery of said deed by the Covenantee to the Covenantor, does hereby

COVENANT with Salton Community Services District that each and every lot in said Tract 679 conveyed by said deed shall thereafter be subject to and burdened by an annual charge of not less than \$10.00 plus such additional amount as shall represent the ratable share allocable to each lot in said tract arising from the expense of repair and maintenance of the channels and adjacent lands solely within Tract 679 as contemplated and provided for in those easements reserved by Salton Community Services District in said deed, burdened annual charge in no case to exceed \$30.00 per lot.

The owner and subdivider and its respective successors in interest shall pay such sum to the Covenantee on or before September 1 of each year following the computation and statement thereof on or about July 1 of each year, the same to cover the cost and expense of such work for the prior fiscal year. The owner and subdivider shall pay to Covenantee upon execution of this covenant the sum of \$3,600.00 representing \$10.00 per lot for each of the 360 lots conveyed by said deed, thus providing a fund for underwriting the initial expense of such work.

1 in said tract, and in any event upon the terms and conditions hereinabove set
 2 forth, it being acknowledged by Covenantor that each and every lot in said
 3 tract by this Covenant affected benefits directly from the work for which such
 4 charge is made, and that such work is in pursuance of a public purpose.
 5 Moreover, failure by September 1 to pay the annual charge computed as aforesaid
 6 with respect to each particular lot shall raise and impose a lien on said lot
 7 until the charge be paid. Covenantor shall at all times have the election
 8 as to whether such lien shall be foreclosed in the manner provided for by
 9 law upon non payment of taxes or it may assert such title as shall revert to
 10 Covenantor upon the operation of the special limitation set forth in the said
 11 deed of June 8, 1961.

12 IN WITNESS WHEREOF, Covenantor by its appropriate partners has subscribed
 13 this covenant intending thereby to be bound according to its terms this
 14 19th day of March, 1962.

SALTON SEA MARINA ESTATES

17 By [Signature]
 18 Joe E. Brown
 19 By [Signature]
 20 William E. Newell
 21 General Partners

22 **RECORDED**
 23 **GENERAL MANAGER SERVICES DEPARTMENT**
 24 By [Signature]
 25 Vice-President
 26 [Signature]
 27 Acting Secretary

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1 STATE OF CALIFORNIA }
2 COUNTY OF LOS ANGELES) ss

3 On March 19, 1962, before me the undersigned, personally
4 appeared JOE D. BROWN and WILLIAM E. NEWELL, General Partners of Salton Sea
5 Marina Estates, and acknowledged to me that they executed the within and
6 foregoing instrument in their official capacity on behalf of said partnership,

7 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
8 seal the day and year in this certificate first above written.



Geraldine Macdunn
Notary Public in and for said
County and State

My Commission Expires November 24, 1962

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14

15 STATE OF CALIFORNIA)
16 COUNTY OF IMPERIAL) ss

17 On March 20, 1962, before me the undersigned, personally appeared
18 JAMES C. THOMAS III and FRANKLIN D. McDANIEL, Vice-President and Acting
19 Secretary respectively of Salton Community Services District, and acknowledged
20 to me that they executed the within and foregoing instrument in their official
21 capacity on behalf of said district.

22 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
23 seal the day and year in this certificate first above written.



Alta Percival
Notary Public in and for said
County and State

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RECORDED REQUEST OF
Salton Community Services Dist.

'62 MAY 11, PM 3:07

BOOK 1110 PAGE 549

OFFICIAL RECORDS
IMPERIAL COUNTY, CALIF.
EVALYN B. WILSON, CLERK

No Fee COUNTY RECORDS

Notarized



DEPARTMENT OF INVESTMENT
DIVISION OF REAL ESTATE

OF THE

STATE OF CALIFORNIA

W. A. SAVAGE, Real Estate Commissioner

SECOND AMENDED

FINAL SUBDIVISION
PUBLIC REPORT

In the matter of the application of

SALTON HEIGHTS DEVELOPMENT CO.,
a California corporation

for a final subdivision public report on

TRACT NO. 679
IMPERIAL COUNTY, CALIFORNIA

Res. No. 2589-SD

**This Report Is Not a Recommendation or Endorsement of the Subdivision
But Is Informative Only.**

Buyer or Lessee Must Sign That He Has Received and Read This Report.

THIS REPORT EXPIRES FIVE YEARS FROM DATE OR UPON MATERIAL CHANGE.

June 6, 1962

SPECIAL NOTE: CONTRACTS OF SALE WILL BE USED. UNLESS THE SELLER'S SIGNATURE IS NOTARIZED, THE CONTRACT CANNOT BE RECORDED AND THE PURCHASER'S INTEREST MAY BE JEOPARDIZED.

PURCHASERS' INTERESTS ARE FURTHER JEOPARDIZED IN THE CONTRACTS USED IN THIS SUBDIVISION DUE TO A PROVISION THAT THE ENTIRE UNPAID BALANCE MAY BE DUE IF THE CONTRACT IS RECORDED.

ADDITIONAL INFORMATION FOLLOWS IN NARRATIVE FORM:

LOCATION AND SIZE: In Imperial County, on the west side of Salton Sea, between the Salton Sea and Highway 99. It is about 30 miles southeast of Indio. Approximately 175 acres divided into 360 parcels.

RESTRICTIONS AND OTHER MATTERS OF RECORD: Easements, conditions, reservations and restrictions that may run with the land including City or County zoning restrictions should be investigated by the Purchaser. Copies of those items which are recorded may be inspected at the office of the Imperial County Recorder. Information about zoning may be obtained at the office of the Imperial County Planning Commission.

A flooding easement exists in favor of Imperial Irrigation District and County of Imperial over that portion of said land that lies below the 220 foot contour line.

A portion of this tract, which lies within Section 22, is subject to a reservation of all oil, gas, etc., minerals, with the right of surface entry to drill, mine or develop, as reserved in the patent from the State of California dated December 6, 1961, and recorded in Book 832, Page 409 of official records.

Title also excepts all underground water in, under, or flowing through said land and water rights appurtenant thereto.

STREETS: Streets have been offered for dedication for public use and have been accepted by the County.

FILLED GROUND: The Division of Real Estate is advised that some lots will contain filled ground to a depth of approximately 15 feet compacted to standard specifications.

FLOOD AND DRAINAGE: The subdivider's engineer advises as follows: "There can be no possible damage from inundation from rising waters of Salton Sea when building sites on the lots of this tract are filled to the -220 foot contour, which is

above any level generally accepted to which the sea may rise.

"The southerly edge of this tract adjoins Iberia-Biloxi Wash, which carries drainage from a comparatively small area to the west of this tract. A sufficiently wide easement has been set aside for the proper construction of channels to care for this flow, and upon the construction of these channels all lots in this tract will be reasonably free from flood hazards."

The Division of Real Estate has no engineering personnel to make independent judgments on the suitability of filled ground or drainage arrangements. Purchasers should make further inquiry of the subdivider or local government officials.

CANALS: The final map of this Tract No. 679 shows that canals have been laid out upon which portions of some of the lots adjoin but these canals have not been dedicated to public use or accepted by the County of Imperial. The subdivider advises that these canals are improved.

Covenants on file indicate that Salton Community Services District, a political subdivision of the State of California, has the right to impose annual assessments upon each lot in this tract arising from the expense of repair and maintenance of the channels and adjacent lands within Tract No. 679, and holds reversionary rights to the land if assessments are not paid.

WATER: The Coachella Valley County Water District has agreed to furnish water to each lot in this tract. This county water district may levy taxes to finance projects to install and maintain water systems within the district.

SEWAGE DISPOSAL: The Salton Community Services District advises that sewers are installed and service is available in this tract.

Note: Prospective purchasers are advised that temporary ponding areas have been approved by the Health Department. Financial arrangements have been made with the Salton Community Service District for the construction and installation of treatment and disposal facilities which are to be installed at the sole and exclusive discretion of the District as to time, location and design. This service District may levy assessments to finance projects, to install and maintain sewer systems.

DESERT WIND AND RAINS: Heavy winds blow from time to time in all desert regions in California, and this may or may not prove detrimental to this subdivision. During certain periods of the year heavy rains may occur in desert regions of California.

IN ADDITION TO THE ABOVE, THIS SUBDIVIDER ADVISES REGARDING FOLLOWING ITEMS:

PURCHASE MONEY HANDLING: The subdivider has certified he will impound all funds received from each purchaser in an escrow depository or trust account at Holly Corporation, Land Development Division -Trust Account, Bank of America, Azusa Branch, ONLY UNTIL the contract is executed and delivered to the purchaser, excepting for such amounts as the subdivider may properly cover by furnishing a bond to the State of California. (Ref. Sections 11013, 11013.4(a), 11013.4(b), Business and Professions Code.)

CONTRACTS OF SALE: In addition to the Special Notes on Contracts on Page 1, the contracts used require written consent of the seller to transfer the contract, and a provision that all money paid in and all rights are forfeited by the buyer if he does not comply with the terms of the contract.

Subdivider advises a deed will be issued, upon request of any purchaser, at such time as one-third of the principal balance has been paid on the contract of sale.

UTILITIES: Note: Electricity and telephone lines have been brought into the area. The subdivider's firm has agreed to extension of power lines to any lot, without extension costs to purchasers where approval for construction and necessary construction permits have been received by the purchaser. No public gas lines to the area are available.

ELECTRICITY: Imperial Irrigation District
GAS: Indio Gas Company (Bottle gas only)
TELEPHONE: California Water and Telephone Company

Note: Contact the above companies regarding extension rules and regulations, service connections and the costs involved.

FIRE PROTECTION: The Salton Community Services District has agreed to furnish fire protection through the West Shores Volunteer Fire Department. Subdivider has agreed to install fire hydrants at 800 foot intervals.

MISCELLANEOUS: It is approximately:
30 miles to the high school;
15 miles to the grammar school;
30 miles to Indio for complete shopping facilities.

School bus service is available to both schools and available public transportation consists of Greyhound Bus, Highway 99, approximately 3 miles from tract. (Flag stop may be possible.)

Note: Purchasers should contact the local school board regarding school facilities.