

DECLARATION OF RESTRICTIONS

TRACT 578

THIS DECLARATION, made this 23rd day of November, 1960 by SALTON RIVIERA, INC., a California corporation, RIVIERA ENTERPRISES, a Partnership, SALTON SANDS, a Co-partnership, and S.S. COLE ENTERPRISES, INC., hereinafter referred to as the Declarants.

WHEREAS, the Declarants are the owners of that certain Tract No. 578, Imperial County, California, as per plat thereof recorded in Book 7, Pages 75, records of said County, and

WHEREAS, the Declarants are about to sell, dispose of or convey the lots in said Tract No. 578 above described, and desires to subject the same to certain protective covenants, conditions, restrictions, (hereinafter referred to as "Conditions") between it and the acquirers and/or users of the lots in said Tract.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Declarants hereby certify and declare that they have established and do 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 Declarants have fixed and do hereby 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 parcel 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 lot 1 of Block 1, lot 1 of Block 2 and lot 1 of Block 3 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.

That all the remaining lots shall be designated as ZONE R-3 CLASS II and shall be improved, used, and occupied under the conditions hereinafter set forth under ZONE R-3 REGULATIONS.

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.

II. 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 McCarthy, 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 may require changes, deletions or revisions be made on plans submitted for commercial structures 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 effecting 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 application 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 of the property of other persons located in the vicinity thereof, in the sole opinion of the Committee.
- C. All buildings shall have a septic tank and leeching pit or pits, as may be required, installed in the rear yard, in accordance with Imperial County Ordinance No. 239 and regulations accompanying same.

III. 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 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.

ZONE R-3 REGULATIONS.

- A. The following regulations shall apply in Zone R-3 Multiple Dwelling Districts:
1. Class I.
 - a. Any use permitted in Zone R-2.
 - b. Multiple dwellings or three (3) one-family dwellings of a permanent nature on each lot.
 - c. Hotels and Motels in which incidental business may be conducted for the convenience of the residents of the buildings.
 - d. Apartment buildings.
 2. Class II.

The following uses shall be classified under this zoning and shall be permitted if use, location, and development plan is approved by the "Committee of Architecture."

 - a. Trailer Parks.
 - b. Colleges and Universities.
 - c. Private Schools.
- B. BUILDING SETBACKS:
1. Front yard setbacks shall conform to a minimum depth of twenty (20) feet from the front property line, excluding structural projections, eaves, overhangs, and porches of any building or structure.
 2. Side yard setbacks shall conform to those required in Zone R-1, except the maximum setback from a side street shall be reduced to thirty (30) feet.
 3. Rear yard setback shall conform to those as required in Zone R-1.
- C. VEHICLE STORAGE:
- Every dwelling, apartment house, or structure in Zone R-3 designed for or intended to be used as a dwelling or apartment house, 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 structures is prohibited, of sufficient capacity to accommodate one (1) automobile for each family for the permanent housing of which such dwelling, apartment house, or other structure is designed.
- 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 BUILDING AREA:
- Notwithstanding other requirements imposed by these restrictions under GENERAL, the "Committee of Architecture" shall in all apartment buildings designed or intended to house three (3) or more families, require not less than five hundred (500) square feet of living area for each one bedroom unit, or not less than six hundred (600) square feet of living area for each two bedroom unit. In all buildings or establishments designed for, intended for, or used as Hotels or Motels, the "Committee of Architecture" shall require that each unit, room, suite, or apartment capable of, designed, or intended to be rented, leased, or let as an individual accommodation shall contain two hundred fifty (250) square feet of living area including bathrooms and/or kitchens where included in the individual accommodation as outlined above. In such instances, where a common or shared bath or kitchen is present, only 50% of the area of such shared facilities can be contributed to the required floor area of two hundred fifty (250) square feet. In such instances where a public bathroom or toilet room or kitchen is present as the only such facilities available, the minimum required livable floor area of each individual accommodation shall contain two hundred (200) square feet.
- F. BUILDING HEIGHT LIMITATIONS:
- All structures shall be of ONE-LEVEL construction unless as otherwise provided for under GENERAL of these Restrictions.

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 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.

Salton Sands, a co-partnership, S. S. Cole Enterprises, Inc., IN WITNESS WHEREOF, SALTON RIVIERA, INC., and RIVIERA ENTERPRISES, a Partnership, have caused their corporate names and seals to be hereunto affixed by its officers thereunto duly authorized this 23rd day of November, 1960.

SALTON SANDS, a Co-partnership
 BY SALTON LIDO ESTATES, INC., A Co-Partner
 BY W. H. Keeper
 President

COLE ENTERPRISES, INC.
 BY John Z. Cole
 President
 BY John D. Cole
 Secy.

SALTON RIVIERA, INC.
 By James Philip Leland
 By S. Kelly

RIVIERA ENTERPRISES, a PARTNERSHIP
 By: VENTURE CAPITAL CORPORATION (Partner)
 By Lawrence Schwartz
 By Stanley L. Burt
 By Milton H. Handeman
 Milton H. Handeman (a Partner)



DOCUMENT NO. 24
RECORDED FOR THE
PIONEER TITLE INSURANCE COMPANY

1960 NOV 23 AM 9:48

BOOK 2064 PAGE 286

OFFICIAL RECORDING
SHERIDAN COUNTY CALIF.
EVALYN B. WESTERFIELD
COUNTY RECORDER

\$6.80

EBW

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TRACT 578

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WHEREAS, the Declarants are about to sell, dispose of or convey the lots in said Tract No. 578 above described, and desires to subject the same to certain protective covenants, conditions, restrictions, (hereinafter referred to as "Conditions") between it and the acquirers and/or users of the lots in said Tract.

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SAID CONDITIONS ARE AS FOLLOWS:

That lot 1 of Block 1, lot 1 of Block 2 and lot 1 of Block 3 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.

That all the remaining lots shall be designated as ZONE R-3 CLASS II and shall be improved, used, and occupied under the conditions hereinafter set forth under ZONE R-3 REGULATIONS.

These conditions shall

II. 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 McCarthy, 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 may require changes, deletions or revisions be made on plans submitted for commercial structures 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 effecting 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 application 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 of the property of other persons located in the vicinity thereof, in the sole opinion of the Committee.
- C. All buildings shall have a septic tank and leeching pit or pits, as may be required, installed in the rear yard, in accordance with Imperial County Ordinance No. 239 and regulations accompanying same.

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.
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 - 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

11084 PART 100
III. 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.

STORAGE
OF
MATERIALS

- 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.

LIVESTOCK

- 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.

SIGNS

- 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.

TEMPORARY
BUILDINGS

- 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.

TRAILER
USE

- 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.

BUILDING
EXTERIOR

- 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.

PLUMBING

- I. Residences shall have complete and approved plumbing installations before occupancy.

TEMPORARY
OFFICES

- 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.

ZONE R-3 REGULATIONS.

A. The following regulations shall apply in Zone R-3 Multiple Dwelling Districts:

1. Class I.

- a. Any use permitted in Zone R-2.
- b. Multiple dwellings or three (3) one-family dwellings of a permanent nature on each lot.
- c. Hotels and Motels in which incidental business may be conducted for the convenience of the residents of the buildings.
- d. Apartment buildings.

2. Class II.

The following uses shall be classified under this zoning and shall be permitted if use, location, and development plan is approved by the "Committee of Architecture."

- a. Trailer Parks.
- b. Colleges and Universities.
- c. Private Schools.

B. BUILDING SETBACKS:

1. Front yard setbacks shall conform to a minimum depth of twenty (20) feet from the front property line, excluding structural projections, eaves, overhangs, and porches of any building or structure.
2. Side yard setbacks shall conform to those required in Zone R-1, except the maximum setback from a side street shall be reduced to thirty (30) feet.
3. Rear yard setback shall conform to those as required in Zone R-1.

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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 BUILDING AREA:

Notwithstanding other requirements imposed by these restrictions under GENERAL, the "Committee of Architecture" shall in all apartment buildings designed or intended to house three (3) or more families, require not less than five hundred (500) square feet of living area for each one bedroom unit, or not less than six hundred (600) square feet of living area for each two bedroom unit. In all buildings or establishments designed for, intended for, or used as Hotels or Motels, the "Committee of Architecture" shall require that each unit, room, suite, or apartment capable of, designed, or intended to be rented, leased, or let as an individual accommodation shall contain two hundred fifty (250) square feet of living area including bathrooms and/or kitchens where included in the individual accommodation as outlined above. In such instances, where a common or shared bath or kitchen is present, only 50% of the area of such shared facilities can be contributed to the required floor area of two hundred fifty (250) square feet. In such instances where a public bathroom or toilet room or kitchen is present as the only such

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 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.

Salton Sands, a co-partnership, S. S. Cole Enterprises, Inc., IN WITNESS WHEREOF, SALTON RIVIERA, INC., and RIVIERA ENTERPRISES, a Partnership, have caused their corporate names and seals to be hereunto affixed by its officers thereunto duly authorized this 23rd day of November _____, 1960.

SALTON SANDS, a Co-partnership

SALTON RIVIERA, INC.

BY SALTON LIDO ESPATES, INC., A Co-Partner

W. U. Keeper
President
S. S. COLE ENTERPRISES, INC.

Stanley Zlob, President
S. S. Cole Enterprises, Inc.
Secretary

By [Signature] President

By [Signature] Asst. Secy.

RIVIERA ENTERPRISES, a PARTNERSHIP
By: VENTURE CAPITAL CORPORATION (Partner)

By [Signature]

By [Signature] Secretary

By [Signature]

Milton H. Handeman (a Partner)

DOCUMENT NO. 24
RECORDED REQUEST OF
PIONEER TITLE INSURANCE COMPANY