

DEPARTMENT OF REAL ESTATE
OF THE
STATE OF CALIFORNIA

BURTON E. SMITH, Real Estate Commissioner

21-11

21-11-71 20

In the matter of the application of

HOLLY CORPORATION,
a Delaware corporation
for a final subdivision public report on

FINAL SUBDIVISION
PUBLIC REPORT

FILE NO. 2168 SD

ISSUED: NOVEMBER 12, 1958
RENEWED: AUGUST 6, 1969
EXPIRES: AUGUST 6, 1974

TRACT NO. 549
IMPERIAL COUNTY, CALIFORNIA

**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 on Date Shown Above or Upon a Material Change.**

SPECIAL NOTES

THIS RENEWED REPORT COVERS ONLY LOT 6, BLOCK 1; LOT 32, BLOCK 4; LOTS 8
AND 29, BLOCK 5; LOTS 7, 9, 29, 30 AND 50, BLOCK 6; AND LOT 10, BLOCK 12.

THE NAME TO BE USED IN OFFERING OR ADVERTISING IS SALTON CITY.

LOCATION AND SIZE: In Imperial County, on the west side of Salton Sea, between
Salton Sea and Highway 86. Approximately 30 miles southeast of Indio.

Approximately 160 acres divided into 396 lots or parcels.

EASEMENTS: Easements for utilities, drainage, and other purposes are shown on
title report and the subdivision map recorded in the Office of the Imperial County
Recorder, Book 5, Page 42.

RESTRICTIONS: This subdivision is subject to restrictions recorded in the Office
of the Imperial County Recorder, Book 1007, Pages 667-673, which include, among
other provisions, the following:

Prior to any construction, you must obtain approval of your plans by the architec-
tural committee. A \$5.00 fee will be charged for this service.

This committee is controlled by the subdivider.

Building Restrictions: Height limit: One story unless approved by the committee.
Minimum floor space: 800 square feet of living area.
Garage limit: Three cars.

FOR INFORMATION AS TO YOUR OBLIGATIONS AND RIGHTS, YOU SHOULD READ THE RESTRIC-
TIONS: THE SUBDIVIDER SHOULD MAKE THEM AVAILABLE TO YOU.

TAX ESTIMATES: If the subdivider is unable to give you the current tax information
for your lot, you may approximate your taxes as follows:

TAKE 25% OF THE SALES PRICE, DIVIDE BY 100, AND THEN MULTIPLY BY THE TOTAL
TAX RATE. THE TAX RATE FOR THE 1968-69 FISCAL YEAR IS \$10.488. THE TAX
RATE AND ASSESSED VALUATION MAY CHANGE IN SUBSEQUENT YEARS. FOR EXAMPLE,
ANY BONDED DEBT OR SPECIAL DISTRICT ASSESSMENT APPROVED AFTER THE ABOVE
TAX RATE HAD BEEN SET COULD INCREASE THE FUTURE RATE.

INTEREST TO BE CONVEYED:- CONDITIONS OF SALE: Transfer of the interest to the purchaser may be by an installment sales contract. Your rights and responsibilities are governed by the specific terms of such contract. You should read the entire contract.

The contract includes the following provisions:

You cannot assign or transfer the contract without the written consent of the seller.

If you do not pay your installments on time, you may lose your property and all money you have paid in.

Seller will not further encumber your property without your written consent.

PURCHASE MONEY HANDLING: The subdivider must impound all funds received from you in an escrow depository until legal title is delivered to you. (Ref. Sections 11013, 11013.4(a), Business and Professions Code, 2814.5 Commissioner's Rules and Regulations.)

FLOOD AND DRAINAGE: Subdivider's engineer advises:

"There can be no possible damage from inundation from rising waters of Salton Sea due to the fact that the elevations in this tract are far above any level generally accepted to which the sea may rise.

"A portion of this tract is traversed by Coral Wash, which carries drainage from a portion of the Santa Rosa Mountains west of this tract, and a sufficiently wide drainage 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.

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.

FIRE PROTECTION: Salton Community Services District.

GAS AND ELECTRICITY: Electricity will be furnished by the Imperial Irrigation District.

Bottled gas only is available.

TELEPHONE: The General Telephone Company.

PUBLIC TRANSPORTATION: A flag stop for bus service on Highway 86.

SCHOOLS: 30 miles to high school. 15 miles to grammar school. School bus service is available.

SHOPPING FACILITIES: 30 miles to Indio.

DECLARATION OF RESTRICTIONS

TRACT 549

THIS DECLARATION, made this 4th day of November, 1958 by SALTON RIVIERIA, 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. 549, Imperial County, California, as per plat thereof recorded in Book, 5 Pages 42, records of said County, and

WHEREAS the Declarant is about to sell, dispose of or convey the lots in said Tract No. 549, 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 Declarant hereby certifies and declares that it has established and does hereby establish general plan for the protection, 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 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 in favor of each and every parcel of land therein as the dominant tenement or tenements.

SAID CONDITIONS ARE AS FOLLOWS:

That all of the lots within this Subdivision shall be designated as Single Residence lots and shall be improved, used, and occupied under the conditions hereinafter set forth under ZONE R-1 REGULATIONS.

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 \$5.00 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 Lorne B. Pratt, Bishop Moore, August Damon, and J. A. Nicholson, provided that any vacancy on such committee caused by death, resignation, or disability to serve shall be filled on the nomination of SALTON RIVIERIA, INC. It shall be the purpose of this committee to provide for the maintenance of 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 twelve hundred (1,200) square feet of floor area for any single family residence INCLUDING carport, garage, covered porches, covered contiguous patios, etc., with a minimum floor area of eight hundred (800) square feet for living area in the dwelling portion of the structure. All structures shall basically be of ONE LEVEL construction and no 2-story structure shall be permitted unless, in the opinion of the Committee of Architecture such a structure conforms to the over-all design

COMMITTEE
OF
ARCHITECTURE

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 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 form of deviation and deviations do, in no way, detract from the appearance of the premises, not in any way be detrimental to the public welfare or 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, installed in the rear yard, in accordance with Imperial County Ordinance No. 239 and regulations accompanying the same.~~

Under California Health and Safety Code (Section 5000) and California Government Code (Section 54300), all buildings shall connect with wastewater collection system where available. When wastewater collection system is unavailable, a leeching septic tank system may be until such time as the water wastewater collection system becomes available at which time connection will be mandatory.

SEWAGE
DISPOSAL

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

TEMPORARY OFFICES

- 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 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 permitted in the zone in which it is located.

STORAGE OF TOOLS AND TRASH

- K. The storage of tools, landscaping instruments, household effects, machinery or machinery parts, empty or filled containers, boxes, or bag, 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.

ZONE R-1 REGULATIONS

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

R-1 ZONE USES

- A. A single family residence, together with outbuildings customary to such use, located on the same lot or parcel of land, including:
 - 1. A private garage with a capacity not to exceed three (3) automobiles.
 - 2. A boat repair or storage building for the personal use of the occupant.
 - 3. A children's playhouses.
 - 4. Lath or greenhouses.
 - 5. Tool houses.
 - 6. Hobby shops not used commercially.

- B. The following auxiliary uses, if they do not later the character of the premises as single family residences:

AUXILIARY USES

- 1. One detached guest house on the same premises an 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.
- 2. Fences, walls or hedges may be erected, started or maintained to 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.

FENCES

2. BUILDING SETBACKS:

FRONT SETBACK

- A. Front yard setbacks shall conform to a minimum depth of twenty-five (25) feet and 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.

SIDE YARD SETBACK

- B. Side yard setbacks. 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 that on corner lots a setback, equal to the narrowest width of the lot facing a street, shall be maintained from any portion of the furthest structural projection to the property line facing and parallel to the street adjacent to the longest side of the lot. In no case shall this required setback equal less than ten (10) feet or more than thirty-five (35) feet. An attached garage, a detached garage or other auxiliary buildings or structures, not intended or used for human habitation, shall be located OT 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 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.

REAR
SETBACK

- C. Rear yard set back. 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.

3. VEHICLE STORAGE:

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.

4. SUBDIVISION OF LOTS:

LOT
SPLIT

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.

5. REQUIRED LAND AREA:

REQUIRED
LAND
AREA

A person shall not erect, construct, occupy or sue more than one single family residence on any parcel of land or lot, except that the parcel of land or lot shall contain a minimum of ten thousand (10,000) square feet of area for each residence.

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 effected 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 here unto affixed by its officers thereunto duly authorized this 19th day of August, 1958.

(Owner) SALTON RIVIERA, INC.

By M. Penn Phillips

President

By K. Kelly

Asst. Secretary