

BEFORE THE  
DEPARTMENT OF INVESTMENT  
DIVISION OF REAL ESTATE  
OF THE  
STATE OF CALIFORNIA

W. A. SAVAGE, Real Estate Commissioner

THIRD AMENDED

In the matter of the application of  
SALTON HEIGHTS DEVELOPMENT CO.,  
a California corporation.

for a final subdivision public report on  
TRACT NO. 552  
IMPERIAL COUNTY, CALIFORNIA

FINAL SUBDIVISION  
PUBLIC REPORT

Res. No. 2147-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 12, 1962

SPECIAL NOTES:

1. 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.
2. PURCHASERS WILL BE REQUIRED TO DEVELOP THEIR OWN INDIVIDUAL SEWAGE SYSTEM ON A TEMPORARY BASIS, DUE TO UNFAVORABLE SOIL CONDITIONS, AND UNTIL AN ADEQUATE CENTRAL SEWAGE SYSTEM IS INSTALLED BY THE COMMUNITY SERVICES DISTRICT. THE SUBDIVIDER HAS AGREED TO THE PAYMENT OF MONIES FOR INSTALLATION OF A COMMUNITY SEWER SYSTEM BY THE DISTRICT.
3. IN MANY INSTANCES MINERAL, OIL, GAS AND WATER RIGHTS ARE RESERVED TOGETHER WITH THE RIGHT OF ENTRY TO PROSPECT FOR AND REMOVE THESE PRODUCTS.

ADDITIONAL INFORMATION FOLLOWS IN NARRATIVE FORM:

LOCATION AND SIZE: In Imperial County on the west side of Salton Sea and the east side of Highway 99, at southeast corner of Marina Drive, approximately 30 miles southeast of Indio.

Approximately 105 acres divided into 249 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.

All under-ground water in, under, or flowing through said land and water rights appurtenant thereto are being reserved by prior owners.

Title excepts all oil, gas, minerals, etc. with the right to use so much of the surface of the land necessarily incident to mining, drilling, or otherwise developing such rights and as reserved in the patent from the State of California, dated December 6, 1951, Recorded in Book 832, Page 409 of Official Records. (Affects lands within boundaries of Section 18.)

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

Title also excepts all oil, gas, minerals, etc., with right of entry at all times as reserved in deed recorded August 9, 1957, in Book 973, page 417, of Official Records. (Affects lands within boundaries of Section 13.)

FLOOD AND DRAINAGE: The subdivider's engineer advises, "There is 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 Anza Wash, which carries drainage from a portion of the Santa Rosa Mountains west of this tract. 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."

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

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: Soil conditions are not favorable for septic tanks and cesspools except on a temporary basis. This form of sewage disposal may not function properly as the area develops. Contracts have been entered into providing for the payment of certain monies by the subdividers to the Community Services District for the eventual installation of a community sewer system.

A community service district may levy assessments and have the sole and exclusive discretion as to time, location and design of the construction and installation of disposal treatment facilities which are to be installed.

The Division of Real Estate does not have engineering personnel to determine the requirements of such a system or the costs involved. There is no assurance as to when or if each and every lot in this subdivision will receive the services of a sewage system.

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 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. Prospective purchasers should read and understand the contract before signing same.

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. Res. 2147-SD

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

Note: Contact the above companies regarding extension rules and regulations, service connections and 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 feet intervals.

MISCELLANEOUS: It is approximately:

30 miles to the high school;  
15 miles to the grammar school; and  
30 miles to Indio for complete shopping facilities.

School bus service is available to both schools. Available public transportation consists of bus at Highway 99 and Marina Drive, which is a flag stop.

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

**DECLARATION OF RESTRICTIONS**

**TRACT 552**

THIS DECLARATION, made this 8<sup>th</sup> day of October, 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. 552, Imperial County, California, as per plat thereof recorded in Book, 4 Pages 75, records of said County, and

WHEREAS the Declarant is about to sell, dispose of or convey the lots in said Tract No. 552, above described, and desires to subject the same to certain protective covenants, conditions, restrictions (hereinafter referred to as "Conditions") between it and the asquirers 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 Block 1 and all of Block 2 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 that portion of all the lots within Block 1 and all that portion of Block 2 lying from the building setback line to the street and all that portion of the lots lying from the rear setback line to the rear lot line as SHOWN ON THE RECORDED MAP, AN EASEMENT FOR INGRESS, EGRESS, PUBLIC UTILITIES, DRIVEWAYS, WALKWAYS, AND PARKING, TO BE USED IN COMMON WITH OTHERS.

That lots 1 through 3 inclusive, and lots 14 through 20 inclusive of Block 3, all of Block 4, all of Block 5, lots 1 through 12 inclusive of Block 10, and lots 1 through 10 inclusive of Block 11 shall be designated as multiple residence lots and shall be improved, used, and occupied under the conditions hereinafter set forth under CLASS 1 - ZONE R-3 REGULATIONS.

That lots 4 through 13 inclusive of Block 3, lots 27 through 36 inclusive, and lots 13 through 19 inclusive of Block 10, lots 11 through 20 inclusive of Block 11, and lots 14 through 17 inclusive of Block 12 shall be designated as multiple residence lots to be improved, used, and occupied under the conditions hereinafter set forth under ZONE R-2 REGULATIONS.

That lot 13 of Block 12 shall be set aside for school purposes.

That all the remaining 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.

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

- 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 playhouse.
  - 4. Lath or greenhouses.
  - 5. Tool houses.
  - 6. Hobby shops not used commercially.
- B. 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."
- C. The following auxiliary uses, if they do not alter the character of the premises as single family residence:
  - 1. 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 facilities and are not rented or otherwise used as a separate dwelling.
  - 2. 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 of a lot in excess of 42" above the adjacent grade.

2. **BUILDING SETBACKS:**

- A. Front yard setbacks shall conform to a minimum 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.
- B. 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 to or us for human habitation, shall be located to provided 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 is attached, or forty (40) feet to the rear of the residence nearest the street if detached.
- C. 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:**  
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:**  
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:**  
A person shall not erect, construct, occupy or use more than one single family residence on any parcel of land or lot, except that the parcel of land or lot shall contain minimum of ten thousand (10,000) square feet of area for each residence.
6. **BUILDING HEIGHT LIMITATION:**  
All structures shall be of ONE-LEVEL construction unless as otherwise provided for under GENERAL of these restrictions.

### **ZONE R-2 REGULATIONS**

- A. PROPERTY IN ZONE R-2 MAY BE USED FOR:
  1. Any use permitted in Zone R-1 except that a private garage may have a capacity of five (5) automobile.
- B. BUILDING SETBACKS:  
Front yard, side yard, and rear yard setbacks shall conform to those imposed in Zone R-1.
- C. VEHICLE STORAGE:  
Vehicle storage shall conform to those requirements imposed in Zone R-1, except the vehicle capacity shall be sufficient to accommodate one (1) automobile for each family for the permanent housing of which each dwelling or structure on the property is designed.
- D. SUBDIVISION OF LOTS:  
Subdividing lots or parcels of land into smaller areas shall be prohibited for any purposes or uses, whether for sale, lease, or rent.
- E. REQUIRED LAND AREA:  
A person shall not erect, construct, occupy or use more than one (1) two-family residence or two (2) one-family residences 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 two-family residence or five thousand (5,000) square feet of area for each single-family residence.

F. REQUIRED BUILDING AREA:

Notwithstanding other requirements imposed by these restrictions under GENERAL, the "Committee of Architecture" shall in all two-family residences require not less than seven hundred (700) square feet of floor for each one bedroom unit including carport, garage, covered porches, covered contiguous patios, etc., with a minimum area of five hundred (500) square feet for living area in the dwelling portion of the unity, and shall require not less than eight hundred (800) square feet of floor area for each two bedroom unit including carports, garages, covered porches, covered contiguous patios, etc., with a minimum floor area of six hundred (600) square feet of living area in the dwelling portion of the unit.

G. BUILDING HEIGHT LIMITATIONS:

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

**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 Motel 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 from any portion of facing and parallel to the street adjacent to the longest side of the lot.
- 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.

### 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. Automobiles courts
4. Automobiles 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
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 stores.

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, beveling 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

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 to 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 is 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 sales, 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 8<sup>th</sup> day of October, 1958.

(Owner) SALTON RIVIERA, INC.

BY M. Penn Phillips  
President

BY K. Kelly  
Asst. Secretary