

BEFORE THE
DEPARTMENT OF INVESTMENT
DIVISION OF REAL ESTATE
OF THE
STATE OF CALIFORNIA
MILTON G. GORDON, Real Estate Commissioner

SECOND AMENDED

In the matter of the application of

HOLLY CORPORATION,
a Delaware Corporation.

for a final subdivision public report on

TRACT NO. 535
IMPERIAL COUNTY, CALIFORNIA

FINAL SUBDIVISION
PUBLIC REPORT

FILE NO. 1999-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 AUGUST 12, 1968 OR UPON MATERIAL CHANGE.

November 13, 1964

SPECIAL NOTE: THIS REPORT COVERS ONLY THE FOLLOWING DESCRIBED
LOTS IN THIS TRACT: LOT 21, BLOCK 5; LOT 5, BLOCK 6; LOT 21,
BLOCK 7; LOTS 13 AND 14, BLOCK 11; LOT 16, BLOCK 12; LOT 9,
BLOCK 14; LOT 19, BLOCK 15; AND LOT 16, BLOCK 17.

NOTE: SUBJECT PROPERTY IS LOCATED WITHIN THE SALTON COMMUNITY
SERVICES DISTRICT. THIS COMMUNITY SERVICES DISTRICT HAS BEEN
CREATED TO PROVIDE CERTAIN MUNICIPAL-TYPE SERVICES. SUCH A
DISTRICT MAY FINANCE ITS OPERATION BY THE SALE OF BONDS UPON THE
APPROVAL OF THE RESIDENTS OF THE DISTRICT. ABSENTEE LAND OWNERS
HAVE NO VOICE IN THE APPROVAL OF THE BOND ISSUES, ETC.

A COMMUNITY SERVICES DISTRICT MAY ALSO LEVY A PROPERTY TAX OF
\$1.00 PER \$100 ASSESSED VALUATION IN ADDITION TO COUNTY TAXES
AND TAXES LEVIED FOR THE PAYMENT OF GENERAL OBLIGATION BONDS.

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 125 acres divided into 495 parcels.

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

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 to the United States or to the State of
California as the case may be, as set forth in the Patent from the United States
to the State of California, and in the Patent from the State of California, which
latter patent is recorded February 19, 1952, in Book 832 at Page 409 of Officials
Records, to which Patents, Reference is made for full particulars.

(Affects lands within boundaries of Section 8.)

STREETS: Streets have been accepted by Imperial County and will be maintained by
them.

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 the northerly part 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 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.

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.

PURCHASE MONEY HANDLING: The subdivider has certified that all deposits or payments made by the purchaser under the contract of sale shall be deposited in the Union Bank, Beverly Hills, California, according to Section 11013.4(f) of the Business and Professions Code and Section 2814.5(1) of the Commissioner's Rules and Regulations ONLY UNTIL the following conditions have been met:

- (a) A signed land sales contract is delivered to the buyer which contract shall contain a provision precluding the vendor from subsequently encumbering the property without the written consent of the contract vendee.
- (b) The subdivider has filed with the city or county all surety bonds required for the completion of all off-site improvements.
- (c) The contract contains a provision precluding the vendor from undertaking any additional off-site improvements or performing any other work on the lot covered by such contract which may result in the creation of a mechanics lien subsequent to the date of the contract without the written consent of the buyer and without filing a surety bond with the city or county.
- (d) The contract states that in the event that such additional improvements or work are undertaken by the subdivider he will furnish the contractor a copy of the Final Subdivision Public Report.

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 (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-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. Available public transportation consists of bus at Highway 99, which is a flag stop.

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

DECLARATION OF RESTRICTIONS

TRACT 535

THIS DECLARATION, made this 6th day of May, 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. **535**, Imperial County, California, as per plat thereof recorded in Book, 4 Pages 26, of **Final Maps**, records of said County, and

WHEREAS the Declarant is about to sell, dispose of or convey the lots in said Tract No. **535**, 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:

1. Use of Lot No. 24 of Block 5 shall be restricted to use for school purposes.
 - I. That all of the lots in said tract shall be designated as R-1 and shall be used, occupied and improved as single residence lots under the conditions as 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 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**. 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 twelve hundred

COMMITTEE
OF
ARCHITECTURE

(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.

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 from those restrictions imposed by this declaration, when such exception, 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.

C. ~~All buildings shall have a septic tank and leeching pit or pits, as may be required, installed in the rear yard, per specifications attached hereto and made a part hereof. In the event additional pits are found necessary to properly disperse the fluids and a greater area shall be taken in the front yard and properly connected to that in rear. In the event a lot is used for a multiple unit dwelling, each unit shall be served by a separate septic tank and leeching pit or pits. The responsibility for determining the need for additional pits shall be vested in the Desert Shores Community Services District. The community services District is vested with the responsibility and authority for the enforcement of these provisions.~~

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 wastewater collection system becomes available at which time connection will be mandatory.

III. RESIDENTIAL ZONE

D. As used in this declaration, "Residential Zones" means zones R-1, R-2, and R-3.

E. 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.

F. 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.

G. 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.

H. 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

SEWAGE
DISPOSAL

STORAGE
OF
MATERIALS

LIVESTOCK

SIGNS

architectural committee may approve the location of these signs within the front set-back of the lot.

- TEMPORARY BUILDINGS I. No temporary buildings, basement, cellar, shack garage, barn or other outbuilding or structure shall, at any time, be used for human habitation, temporarily or permanently.
- TRAILER USE J. 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 K. The exterior portions of all buildings, which are constructed of wood, stucco or cement shall be painted or stained immediately upon completion of shall have color mixed in the final structural application.
- PLUMBING L. Residences shall have complete and approved plumbing installations before occupancy.
- TEMPORARY OFFICES M. 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 sued for a purpose permitted in the zone in which it is located.
- STORAGE OF TOOLS AND TRASH N. 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.

ZONE R-1 REGULATIONS

V. 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 of 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.

R-1
USES

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

AUXILIARY
USES

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 or kitchen facilities and are not rented or otherwise used as a separate dwelling.

FENCES

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 area of a lot in excess of 42" above the adjacent grade.

VI. BUILDING SETBACKS:

FRONT
SETBACK

A. 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 of 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 nor 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 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.

REAR
SETBACK

C. Rear yard setback. A rear yard shall be maintained of at least twelve (12) feet from property line to 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.

III. 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 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.

IV. 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.

V. REQUIRED LAND AREA:

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 a minimum of ten thousand (10,000) square feet of area for each residence.

R-1
USES

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, 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 6TH day of May, 1958.

(owner) SALTON RIVIERA, INC.

By Gause Covington
Vice President
By Carlo P. Giuntini
Secretary