

In the matter of the application of

HOLLY CORPORATION,
a Delaware corporation

for a final subdivision public report on

TRACT NO. 597

IMPERIAL COUNTY, CALIFORNIA

FINAL SUBDIVISION
PUBLIC REPORT

FILE NO. 3105-SD

ISSUED: JANUARY 18, 1962

AMENDED: JUNE 8, 1962

RENEWED: OCTOBER 10, 1967

EXPIRES: OCTOBER 10, 1972

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

A 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 BOND ISSUES, ETC.

A COMMUNITY SERVICES DISTRICT MAY ALSO LEVY A PROPERTY TAX OF \$1.00 PER \$100.00 ASSESSED VALUATION IN ADDITION TO COUNTY TAXES AND TAXES LEVIED FOR THE PAYMENT OF GENERAL OBLIGATION BONDS.

THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE COACHELLA VALLEY COUNTY WATER DISTRICT AND IS SUBJECT TO ALL ASSESSMENTS AND TAXES LEVIED BY SAID DISTRICT.

THE DISTRICT HAS MANY TAX RATES DEPENDING UPON THE SPECIFIC IMPROVEMENT DISTRICT CONCERNED. THE TAX RATES FOR 1966-67 VARY FROM \$0.1826 TO \$10.8823. PURCHASERS MAY CHECK WITH THE DISTRICT FOR THE TAX RATE APPLICABLE FOR THEIR PROPERTY.

YOUR ATTENTION IS ESPECIALLY DIRECTED TO THE PARAGRAPHS BELOW HEADED:
(X) TITLE, (X) RESTRICTIONS, (X) ASSESSMENTS, (X) CONDITIONS OF SALE OR LEASE, (X) FLOOD AND DRAINAGE, (X) SEWAGE DISPOSAL.

LOCATION AND SIZE: In Imperial County on the west side of Salton Sea and the west side of Highway 86, south of Harvard Avenue, approximately 30 miles southeast of Indio.

Approximately 93 acres divided into 218 parcels.

- (X) TITLE: A Preliminary Title Report shows title, among other things, to be subject to: Reservations of mineral, oil and gas rights, water rights with right of surface entry. This could mean that the owner of such rights may enter upon the land at some future date to develop same and could affect the landowner's ability to finance improvements.

Easements affecting certain lots for utilities, drainage, and other purposes. These easements as they affect individual lots may be determined by an examination of the Title Report and Recorded Tract Map.

ZONING AND INTENDED USE: Vacant lots are to be sold for residential purposes.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the construction have been approved by the Committee of Architecture and a fee of \$5.00 has been paid;

All structures shall basically be of ONE LEVEL construction and no two-story structure shall be permitted unless, in the opinion of the "Committee of Architecture" such a structure conforms to the over-all design and pattern of development;

No person shall cause to be erected a sign, advertisement billboard or advertising structure of any kind on 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. (This provision does not comply with Section 712 of the Civil Code of the State of California which states that provisions which purport to prohibit or restrict the right of the owner to display or have displayed on the property a sign of customary and reasonable dimensions advertising the property for sale is void.)

TAX ESTIMATES: Normally, for tax purposes, land and completed improvements are assessed at 25% of the fair market value. This value usually approximates the selling price. Taxes may be estimated by taking 25% of the sales price, dividing by 100 and then multiplying by the total tax rate.

The title company reports that this subdivision is located in tax code area 82-003, and that the latest available tax rate is \$9.7184 per \$100 of the assessed valuation. Any bonded debts or special district assessments approved after the above tax rate had been set could substantially increase the future tax rate. This information is for the 1966-67 fiscal year. The tax rate and assessed value may change in subsequent years.

(X) CONDITIONS OF SALE OR LEASE: Purchasers equitable interest will be transferred by a real property sales contract with installment payments. Prospective purchasers should read and understand the terms of the agreement. The Agreement for Sale and Purchase of Real Estate contains, among other provisions, the following:

1. Seller will not further encumber said property without buyers written consent.
2. Buyer will not transfer, assign or encumber this contract or any interest in same or interest in or right to the possession of said property without Seller's prior written consent. No such assignment or transfer shall be binding upon Seller until evidence thereof satisfactory to Seller has been filed with and accepted by Seller and the Seller's assignment fee paid therefor, together with any past due installment payments.

PURCHASE MONEY HANDLING WILL BE AS FOLLOWS: The subdivider has certified that all deposits or payments made by the purchaser under the contract of sale shall be deposited 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.

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.

- (c) 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.

- (X) ASSESSMENTS: The subdivider advises an improvement district has been established to finance streets and improvements.

The Tract No. 597 Improvement District was established under the provision of the Improvement Act of 1911 and bonds have been issued pursuant to the Improvement Act of 1911 and 1913.

The subdivider advises that the authorized bonded indebtedness of the district is \$197,470.00 bearing interest at the rate of 6% per annum and payable over a term of 10 years. It is estimated that each lot or parcel will be assessed approximately \$910.00 for these improvements, payable in annual installments of approximately \$91.00 plus interest for a period of said years. This assessment is included in the sales price of the lot or parcel and will be a lien which may be foreclosed upon if the payments are in default. The amount of unpaid assessment per lot is \$637.00.

- (X) FLOOD AND DRAINAGE: Coachella Valley County Water District advises, "...The proposed subdivision lies on the Southwest slope of Salton Sea approximately 130 feet above the present water surface. It is not expected that the area will be subject to inundation from any rise of the sea's water surface.

"The subdivider has provided right of way for the construction of flood protection works to protect this area from stormwater flows. When these protection works have been constructed as planned, this area will be reasonably free from stormwater flows."

WATER: The Coachella Valley County Water District advises that it will furnish water to each lot in this tract.

- (X) SEWAGE DISPOSAL: Soil conditions are not favorable for septic tanks and cess-pools 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.

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.

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 86 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 597

THIS DECLARATION, Made this 21st day of December, 1961, by Salton Riviera, Inc., a California Corporation, have 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. 597, Imperial County, California, as per plat thereof recorded in Book 8, Page 18, records of said county, and

WHEREAS the Declarant is about to sell, dispose of or convey the lots in said Tract No. 597 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, maintenance, development and improvement of said Tract, that

THIS DECLARATION is designed for the mutual benefit of the lots in said Tract and Declarant has fixed and does 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 use of Lot 31, Block 8, shall be restricted to use for school purposes.
That Lots 1 thru 4 inclusive of Block 1 and Lots 1 and 2 of Block 2 shall be designated as multiple residence lots and shall be improved, used and occupied under the conditions hereinafter set forth under CLASS I ZONE R-3 REGULATIONS
That all the remaining Lots 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 flood areas, external design and the ground location of the intended structure along with a plot plan showing the location of the intended structure

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 flood 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 WALTER E. BERG, BISHOP MOORE, 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 manner as to enhance the aesthetic properties of the developed subdivision. Notwithstanding other requirements imposed, this committee shall require not less than Twelve hundred (1200) 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 two-story structure shall be permitted unless, in the opinion of the "Committee of Architecture" such a structure conforms to the over-all design and pattern of development. On commercial structures submitted for approval, this "Committee" may require changes, deletions, or revisions in order that the architectural and general appearance of all such commercial buildings and grounds be in keeping with the architecture of the neighborhood and such as not to be detrimental to the public health, safety, general welfare and architectural appearance 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 applications and grant approvals for exceptions to this declaration. Variations from Requirements and, in general, other forms of deviations from those restrictions imposed by this declaration, when such exceptions, variances and deviations, do, in no way, detract from the appearance of the premises, nor in any way be detrimental to the public welfare or 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.

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.

of the occupants of 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,

RECEIPT FOR PUBLIC REPORT

The Owner, Subdivider or His Agent is Required to Give You an Opportunity to Read the Public Report Before Demanding or Accepting Any Deposit, Consideration or Written Offer to Purchase or Lease Lots or Parcels in a Subdivision: DO NOT SIGN UNLESS YOU HAVE READ THE REPORT.

I have read the Commissioner's Public Report on:

3105-50

(File No.)

597

(Tract No. or Name)

I understand the report is not a recommendation or endorsement of the subdivision but is informative only.

The date of the copy of said report which I received and read is:

Oct 10, 1967

Name

Name

Address

Date

SUBDIVIDER IS REQUIRED TO RETAIN THIS RECEIPT FOR THREE YEARS.

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 and 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.

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

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

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

IN WITNESS WHEREOF, SALTON RIVIERA, INC. has caused its corporate name and seal to be hereunto affixed by its officers thereunto duly authorized this _____ day of _____, 19__.

(OWNER) SALTON RIVIERA, INC.

By S/ Sam Winograd, President

By S/ Bishop Moore, Asst. Secretary