

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

AMENDED
FINAL SUBDIVISION
PUBLIC REPORT

In the matter of the application of

HOLLY CORPORATION,
a Delaware corporation

for a final subdivision public report on

TRACT NO. 701

IMPERIAL COUNTY, CALIFORNIA

FILE NO. 3149-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 NOVEMBER 9, 1967 OR UPON MATERIAL CHANGE.

June 26, 1964

SPECIAL NOTE: SALTON CITY IS NOT AN INCORPORATED CITY. IT IS THE POST OFFICE DESIGNATION AND COMMONLY KNOWN NAME USED BY THE SUBDIVIDER FOR AN AREA OR COMMUNITY WHICH AT THIS TIME CONSISTS MAINLY OF LOTS WITH VERY LITTLE STRUCTURAL DEVELOPMENT IN PROPORTION TO THE NUMBER OF LOTS RECORDED TO DATE.

LOCATION AND SIZE: In Imperial County, on the west side of Salton Sea, west of Highway 99. It is about 30 miles southeast of Indio. Approximately 63.45 acres divided into 158 lots or 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 County of Imperial Planning Commission.

Title excepts the following: "...Except all of the oil, gas and other minerals of every kind and character in and under and that may be produced from said land, with right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said land for oil, gas and all other minerals, reserved by The Pure Oil Company by deed recorded August 9, 1957, in Book 973, page 417 of Official Records.

"Also Excepting all underground water in, under or flowing through said land and water rights appurtenant thereto, reserved by Salton Riviera, Inc., by deed recorded May 17, 1962, in Book 1111, page 214 of Official Records."

INSTALLMENT SALES CONTRACTS: Sales may be made on installment sales contracts. Your rights and responsibilities are governed by the specific terms of such a contract. Prospective purchasers should read and understand the terms.

PURCHASE MONEY HANDLING: 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.

- (b) 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.
- (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.

FILLED GROUND, FLOOD AND DRAINAGE: Subdivider advises that the tract has no lots containing fill material.

Coachella Valley County Water District advises: "...The proposed subdivision lies on the Southwest slope of the Salton Sea approximately 234 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 and has posted sufficient bond to assure the construction of flood protection works to protect this area from storm-water flows. When these protection works have been constructed according to plans submitted to this District, this area will be reasonably safe from stormwater flows."

DESERT WIND AND RAINS: Heavy winds blow from time to time in all desert regions, and this may or may not prove detrimental to this subdivision. During certain periods of the year, heavy rains may occur in desert regions. Damage may result to property along natural drainage courses which have not been protected by sufficient flood control measures.

WATER: The Coachella Valley County Water District has advised that it will supply water to this tract. This County water district may levy taxes to finance projects to install and maintain water systems within the district.

FIRE PROTECTION: The Salton Community Services District has agreed to furnish protection through the West Shores Volunteer Fire Department. Subdivider has agreed to install fire hydrants at 800 foot intervals.

UTILITIES: 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.

SEWAGE DISPOSAL: Imperial County Health Department advises: "...Engineering studies indicate that soil conditions are not favorable for individual disposal systems except on a temporary basis, but the subdivider has agreed to place an amount equal to \$325.00 per lot in a trust fund, to be used for the construction of a central sewerage system. Until such times as the central sewers are constructed, septic tanks, seepage pits, and/or leach lines will be required. In commercial areas it will be necessary to pump the septic tanks and seepage pits within a very short time, but because this is a resort area, the disposal systems for individual dwellings will probably function for several seasons without difficulty. A permit to construct such a system must be obtained from this Department prior to beginning construction.

"This Department hereby approves of the proposed methods of sewage disposal for Salton Riviera Tract #701, provided the subdivider adheres to the above stipulations."

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

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. Public transportation consists of Greyhound bus on Highway 99 (flag stop may be possible).

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

DECLARATION OF RESTRICTIONS

TRACT 701

THIS DECLARATION, made this 17th, day of May, 1962, by SALTON RIVIERA, 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. 701, Imperial County, California, as per plat thereof recorded in Book 8, Pages 30, records of said County, and

WHEREAS the Declarant is about to sell, dispose of or convey the lots in said Tract No. 701 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 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.

IN THE EVENT THAT ANY OF THE PROVISIONS OF THIS DECLARATION CONFLICT WITH ANY OF THE SECTIONS OF ORDINANCE 249, COUNTY OF IMPERIAL, THE MORE RESTRICTIVE OF THE TWO SHALL GOVERN.

The right and privilege is hereby reserved for said Declarant herein referred to, licenses, tenants, visitors, and successors and assigns of said Declarant to have golf balls pass upon, fall on, land on, go upon or pass over or across the herein described property.

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 1600 (sixteen hundred) 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 1200 (twelve hundred) 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 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, in accordance with Imperial County Ordinance No. 239 and regulations accompanying same.
- D. All lots in this subdivision shall have underground electrical and phone service.

III. RESIDENTIAL ZONES:

- A. As used in this declaration, "Residential Zones" means zones R-1, R-2 and R-3, as defined in Ordinance 249, Imperial County, unless otherwise stated in this declaration.
- 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.
- STORAGE OF MATERIALS
- 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.
- LIVESTOCK
- 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.
- SIGNS
- 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.
- TEMPORARY BUILDINGS
- 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.
- TRAILER USE
- 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.
- BUILDING EXTERIOR
- I. Residences shall have complete and approved plumbing installations before occupancy.
- PLUMBING
- 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.
- TEMPORARY OFFICES
- 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 TOOLS AND TRASH

ZONE R-1 REGULATIONS

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

1. A single family residence, together with outbuilding customary to such use, located on the same lot or parcel of land, including:
 - a. A private garage with a capacity not to exceed three (3) automobiles.
 - b. A boat repair or storage building for the personal use of the occupant.
 - c. A children's playhouse.
 - d. Lath or greenhouses.
 - e. Tool houses.
 - f. Hobby shops not used commercially.
2. 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."
3. The following auxiliary uses, if they do not alter the character of the premises as single family residences:
 - a. 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.
 - b. 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.

B. BUILDING SETBACKS:

1. 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 or structure.
2. 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 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.
3. 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.

C. 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.

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 LAND AREA:

A person shall not erect, construct, occupy, or use more than one (1) single family residence on any parcel of land or lot.

F. BUILDING HEIGHT LIMITATION:

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

TRACT 701 - continued

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 of the fact that any one or more other paragraphs, sections, sentences clauses or phrases are of shall become or be illegal, null, or void.

PROVIDED FURTHER, that if any owner of any lot in said property of 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 _____
Lorne B. Pratt, President

By _____
Helen R. Vicotta, Assistant Secreta:

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NOTE: While not a part of the restrictions of this tract, the Seller, Holly Corporation will encourage immediate home building by guaranteeing to the lot purchasers that the Holly Corporation will pay for the cost of normal single phase underground service connections to any lot purchaser's home up to and including December 31, 1966. This guarantee shall apply only if the lot purchaser has applied for and received a building permit on or before December 31, 1966.

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:

_____ (File No.) _____ (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:

_____ Name

_____ Name

_____ Address

_____ Date

SUBDIVIDER IS REQUIRED TO RETAIN THIS RECEIPT FOR THREE YEARS.