

DECLARATION OF RESTRICTIONS

TRACT 746

THIS DECLARATION, made this 23rd, day of February, 1965, by Saiton 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. 746, Imperial County, California, as per plat thereof recorded in Book 10, Pages 12 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. 746 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, 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 this subdivision 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.

RESERVING THEREFROM:

ALL THAT portion of all the lots within this subdivision lying from the building setback line to the street AS SHOWN ON THE RECORDED MAP.

AN EASEMENT FOR INGRESS, EGRESS, PUBLIC UTILITIES, DRIVEWAYS, WALKWAYS, AND PARKING TO BE USED IN COMMON WITH OTHERS.

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.

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 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 BISHOP MOORE, AUGUST DAMON, and DELORES LUKINA, 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 a manner as to enhance the aesthetic properties of the developed subdivision. Notwithstanding other requirements imposed, this committee may require changes, deletions or revisions be made on plans submitted for commercial structures in order that the architectural and general appearance of all such commercial buildings and grounds be in keeping with the architecture of the neighborhood and such as not to be detrimental to the public health, safety, general welfare and architectural appearance effecting the property values of the community in which such use or uses are to be located.

B. It shall remain the prerogative and in the jurisdiction of the "Committee of Architecture" to review application and grant approvals for exceptions to this declaration. Variations from requirements and, in general, other forms of deviation 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 of 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.

**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) Automobile courts
    - (4) Automobile 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 (no dancing)
    - (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 store

ZONE C-2 REGULATIONS

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, bevelling 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, 1974, 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 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 23rd day of February, 1965.

(Owner) SALTON RIVIERA, INC.

By Lorne B. Pratt  
Lorne B. Pratt, President

By Lucille S. Hewitt  
Lucille S. Hewitt, Assistant Secy.