

DECLARATION OF RESTRICTIONS

TRACT 585-A

THIS DECLARATION, made this 12th day of October, 1960, 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. 585-A, Imperial County, California, as per plat thereof recorded in Book 7, Pages 69, Final Maps, records of said County, and

WHEREAS the Declarant is about to sell, dispose of or convey the lots in said Tract No. 585-A 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, 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 and shall inure to and pass said Tract and each and every parcel of land therein, and shall apply to and bind the respective 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 lots 1 thru 7 inclusive and lots 41 thru 66 inclusive of Block 4, and all of Block 5 shall be designated as multiple residence lots and shall be improved, used, and occupied under the conditions set forth under CLASS 1 - 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 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 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 WILLIAM F. SEILKOP, WALTER E. BERG, 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 1200 (twelve hundred) square feet of floor area for any single family residence INCLUDING carport, garage, covered porches, covered contiguous patios, et., with a minimum floor area of 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, the "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.

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.
- 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.
- 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 the occupants or otherwise.
- E. No person shall cause to be erected a sign, advertisement billboard or advertising structure of any kind 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.
- 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.
- 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.
- 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.
- I. Residences shall have complete and approved plumbing installations before occupancy.
- 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.

- 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.

ZONE R-1 REGULATIONS

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

1. A single family residence, together with outbuildings 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. 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 "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 not 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 the 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 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 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.

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 Motels 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.
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

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 accomodation 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 vot 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 FUTHER, 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 alwful for any other person or persons owning any other lots in said property to prosectue 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 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 WHERE SALTON RIVIERA, INC. has caused its corporate name and seal to be hereunto affixed by its officers thereunto duly authorized this 12th day of October, 19 60.

(Owner) SALTON RIVIERA, INC.
by M. Penn Phillips, President
by K. Kelly, Asst. Secretary