

DECLARATION OF RESTRICTIONS

TRACT 553

THIS DECLARATION, made this 19<sup>th</sup> day of August, 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. 553, Imperial County, California, as per plat thereof recorded in Book, 4 Pages 61, 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. 553, 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:

That all Block 13 and all of Block 15 shall be designated as Multiple Residence lots and shall be improved, used and occupied under the conditions 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.

I. 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

COMMITTEE  
OF  
ARCHITECTURE

subdivision. Notwithstanding other requirements imposed, this committee shall require not less than twelve hundred (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.

SEWAGE  
DISPOSAL

## II. RESIDENTIAL ZONE

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.

STORAGE  
OF  
MATERIALS

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.

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, 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, 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

H. 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

I. Residences shall have complete and approved plumbing installations before occupancy.

TEMPORARY OFFICES

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 sued for a purpose permitted in the zone in which it is located.

STORAGE OF TOOLS AND TRASH

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**

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

R-1 USES

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.

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.

II. 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.

VI. 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.

VII. 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.

**ZONE R-2 REGULATIONS**

I. PROPERTY IN ZONE R-2 MAY BE USED FOR:

- A. Any use permitted in Zone R-1, except that a private garage may have a capacity of five (5) automobiles.
- B. A two-family residence, not over two stories in height, together with the outbuildings customary to such uses located on the same lot or parcel of land.

II. BUILDING SETBACKS:

- A. Front yard, side yard and rear yard setbacks shall conform to those imposed in Zone R-1.

III. VEHICLE STORAGE:

- A. Vehicle storage shall conform to those requirements imposed in Zone R-1, except that the vehicle capacity shall be sufficient to accommodate one automobile for each family for the permanent housing of which each dwelling or structure on the property is designed.

IV. SUBDIVISION OF LOTS:

- A. Subdividing lots or parcels of land into smaller areas shall be prohibited for any purposes or uses, whether for sale, lease or rent. .

V. REQUIRED LAND AREA:

- A. A person shall not erect, construct, occupy or use more than one two-family residence or two one-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 two-family residence or five thousand (5,000) square feet of area for each single family residence.

## VI. REQUIRED BUILDING AREA:

Notwithstanding other requirements imposed by these restrictions I-A, the Committee of Architecture shall in two-family residences, 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 tow bedroom unit, in addition to a minimum floor area of four hundred (400) square feet of attached garage, attached carport, covered porches, covered contiguous patios, etc.

## ZONE R-3 RESTRICTIONS

### I. PROPERTY IN ZONE R-3 MAY BE SUED FOR:

- A. Any use permitted in Zone R-2.
- B. Any flat building, apartment house or bungalow court, together with the outbuildings customary to such use, located on the same lot or parcel of land, including:
  - 1. One or more private garages with a total capacity not to exceed four automobiles to each two dwelling units.
  - 2. Outbuilding expressly permitted in Zone R-2.
- C. Churches, temples or other places sued exclusively for religious worship.

### II. BUILDING SETBACK:

- A. Front yard setbacks shall conform to a minimum depth of twenty (20) and a maximum depth of thirty (30) feet from the front property line to the furthest structural projection, including eaves, overhangs and porches of any building or structure.
- B. 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 from any portion of the furthest structural projection to property line facing and parallel to the street adjacent to the longest side of the lot.
- C. Rear yard Setback. Rear yard setback shall conform to those as required in Zone R-1.

### III. 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 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 automobile for each family for the permanent housing of which such dwelling, apartment house or other structure is designed.

IV. SUBDIVISION OF LOTS:

Subdividing lots or parcels of land into smaller areas shall be prohibited for any purposes or uses, whether for sale, lease or rent.

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 19<sup>TH</sup> day of August, 1958.'

(owner) SALTON RIVIERA, INC.

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary