

Copy

DECLARATION OF RESTRICTIONS

TRACT 580

THIS DECLARATION, made this 11th day of September, 1959, 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. 580 Imperial County, California, as per plat thereof recorded in Book 7, Pages 6, records of said County, and

WHEREAS, the Declarant is about to sell, dispose of or convey the lots in said Tract No. 580 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 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:

All 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 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 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, 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 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. 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 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 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 the 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 of the occupants or otherwise.
- E. No person shall cause to be erected a sign, advertisement billboard or advertising structures 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.
- 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 occupancy.
 - 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.

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 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 11th day of September, 1959.

(Owner) SALTON RIVIERA, INC.

By s/M. Penn Phillips
President
By s/K. Kelly
Asst. Secretary

Recorded September 28, 1959
Document No. 48
Book 1032
Page 472

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:

2520 SD
(File No.)

580
(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:

June 15, 1967

Name

Name

Address

Date

SUBDIVIDER IS REQUIRED TO RETAIN THIS RECEIPT FOR THREE YEARS.

BEFORE THE
DEPARTMENT OF INVESTMENT
DIVISION OF REAL ESTATE
OF THE
STATE OF CALIFORNIA

W. A. SAVAGE, Real Estate Commissioner

In the matter of the application of

SALTON HEIGHTS DEVELOPMENT CO.,
a California corporation

for a final subdivision public report on

TRACT NO. 580
IMPERIAL COUNTY, CALIFORNIA

THIRD AMENDED
FINAL SUBDIVISION
PUBLIC REPORT

Res. No. 2520-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 FIVE YEARS FROM DATE OR UPON MATERIAL CHANGE.

June 15, 1962

SPECIAL NOTES:

1. CONTRACTS OF SALE WILL BE USED. UNLESS THE SELLER'S SIGNATURE IS NOTARIZED, THE CONTRACT CANNOT BE RECORDED AND THE PURCHASER'S INTEREST MAY BE JEOPARDIZED.

PURCHASERS' INTERESTS ARE FURTHER JEOPARDIZED IN THE CONTRACTS USED IN THIS SUBDIVISION DUE TO A PROVISION THAT THE ENTIRE UNPAID BALANCE MAY BE DUE IF THE CONTRACT IS RECORDED.

2. PURCHASERS WILL BE REQUIRED TO DEVELOP THEIR OWN INDIVIDUAL SEWAGE SYSTEM ON A TEMPORARY BASIS, DUE TO UNFAVORABLE SOIL CONDITIONS, AND UNTIL AN ADEQUATE CENTRAL SEWAGE SYSTEM IS INSTALLED BY THE COMMUNITY SERVICES DISTRICT. THE SUBDIVIDER HAS AGREED TO THE PAYMENT OF MONIES FOR INSTALLATION OF A COMMUNITY SEWER SYSTEM BY THE DISTRICT.

ADDITIONAL INFORMATION FOLLOWS IN NARRATIVE FORM:

LOCATION AND SIZE: In Imperial County on the west side of Salton Sea and the East side of Highway 99, Haven at Seaview Drive, approximately 30 miles southeast of Indio.

Approximately 160 acres divided into 302 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 Imperial County Planning Commission.

All under-ground water in, under, or flowing through said land and water rights

FLOOD AND DRAINAGE: The Subdivider's Engineer advises:

"There can be no possible damage from inundation from rising waters of Salton Sea due to the fact that the elevations in this tract are far above any level generally accepted to which the sea may rise.

"A portion of this tract is traversed by Zenas, Wash, which carries drainage from a portion of the Santa Rosa Mountains west of this tract. Sufficiently wide drainage easements have been set aside for the proper construction of channels to care for this flow, and upon the construction of these channels all lots in this tract will be reasonably free from flood hazards."

The Division of Real Estate has no engineering personnel to make independent judgments on the suitability of drainage arrangements. Purchasers should make further inquiry of the subdivider or local government officials.

WATER: The Coachella Valley County Water District has agreed to furnish water to each lot in this tract. This county water district may levy taxes to finance projects to install and maintain water systems within the district.

SEWAGE DISPOSAL: Soil conditions are not favorable for septic tanks and cesspools 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.

The Division of Real Estate does not have engineering personnel to determine the requirements of such a system or the costs involved. There is no assurance as to when or if each and every lot in this subdivision will receive the services of a sewage system.

DESERT WIND AND RAINS: Heavy winds blow from time to time in all desert regions in California, and this may or may not prove detrimental to this subdivision. During certain periods of the year heavy rains may occur in desert regions of California.

IN ADDITION TO THE ABOVE, THIS SUBDIVIDER ADVISES REGARDING FOLLOWING ITEMS:

PURCHASE MONEY HANDLING: The subdivider has certified he will impound all funds received from each purchaser in an escrow depository or trust account at Bank of America, Azusa Branch, ONLY UNTIL the contract is executed and delivered to the purchaser, excepting for such amounts as the subdivider may properly cover by furnishing a bond to the State of California. (Ref. Sections 11013, 11013.4(a) 11013.4(b), Business and Professions Code.)

CONTRACTS OF SALE: In addition to the Special Notes on Contracts on Page 1, the contracts used require written consent of the seller to transfer the contract, and a provision that all money paid in and all rights are forfeited by the buyer if he does not comply with the terms of the contract. Prospective purchasers should read and understand the contract before signing same.

Subdivider advises a deed will be issued, upon request of any purchaser, at such

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 feet intervals.

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. Available public transportation consists of bus at Highway 99 and Marina Drive, which is a flag stop.

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

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Res. No. 2520-SD
Third Amended

DECLARATION OF RESTRICTIONS

TRACT 580

THIS DECLARATION, made this 11th day of September, 1959, 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. 580 Imperial County, California, as per plat thereof recorded in Book 7, Pages 6, records of said County, and

WHEREAS, the Declarant is about to sell, dispose of or convey the lots in said Tract No. 580 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 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:

All 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 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 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, 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 shall require not less than twelve hundred (1,200) square feet of floor area

- 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 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 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 the declaration.
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- 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.

- 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 occupancy.
 - 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:
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 - 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.

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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 11th day of September, 1959.

(Owner) SALTON RIVIERA, INC.

By s/M. Penn Phillips
President

By s/K. Kelly
Asst. Secretary

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2520 SD
(File No.)

580
(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:

June 15, 1962

Name

Name

Address

Date

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