

**DECLARATION OF RESTRICTIONS**

**TRACT 566**

THIS DECLARATION, made this 22<sup>nd</sup> day of October, 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. **566**, Imperial County, California, as per plat thereof recorded in Book, **5 Pages 19**, records of said County, and

WHEREAS the Declarant is about to sell, dispose of or convey the lots in said Tract No. **566**, 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 of Block 2, all of Block 8, all of Block 9, and lots 1 through 3 inclusive of Block 1 shall be designated as Multiple residence lots and shall be improved, used, and occupied under the conditions hereinafter set forth under CLASS I - ZONE R-3 REGULATIONS. Lots 4 through 9 inclusive of Block 1 shall be set aside for use as MOTEL SITES under CLASS I ZONE R-3 REGULATIONS.

That lot 10 of Block 1 shall be designated as a commercial lot and shall be improved, used, and occupied, under the condition hereinafter set forth under ZONE C-1 REGULATIONS.

That all of Block 7, lots 11 through 19 inclusive of Block 6, lots 7 through 11 inclusive of Block 5, all of Block 4, lots 2 through 10 inclusive of Block 3 shall be designated as multiple residence lots and shall be improved, used, and occupied under the conditions hereinafter set forth under ZONE R-2 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

## 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 dollars (\$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, 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 2-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 exception 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, per specifications attached hereto and made a part hereof. In the event a lot is used for multiple residence purposes and additional pits are found necessary to properly dispose the fluids, then a greater area shall be taken in the front yard and properly connected to that in the rear. The responsibility for determining the need for additional pits shall be vested in the Desert Shores Community Services. 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 is unavailable, a leeching septic tank system may be used until such time as the wastewater collection system becomes available at which connection will be mandatory.~~

### SALTON RIVIERA RESTRICTION REGULATIONS

In order to carry out the purpose and provisions of this declaration, seven (7) Districts are established to be known as follows:

- R-1 Single Family Residence District
- R-2 Two Family Residence District
- R-3 Multiple Family Residence District
- C-1 Neighborhood Business District
- C-2 General Business District
- M-1 Limited Manufacturing District
- M-2 General Manufacturing District

A separate sheet governing the use, design, and location of SIGNS may be had upon request to the "Committee of Architecture".

1. GENERAL RESTRICTIONS COVERING 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 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. STORAGE OF MATERIALS

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 contraction period shall not exceed ninety (90) days, unless specifically approved by the "Committee of Architecture".

D. LIVESTOCK

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. SIGNS

No person shall cause to be erected a sign, advertisement, billboard or advertising structure of any kind on any of the unimproved residential lots, except that a temporary permit, limited to a ninety (90) day period, first obtained by application to the "Architectural Committee". The "Architecture Committee" may approve the location of these signs within the front setback of the lot.

F. TEMPORARY BUILDINGS

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. TRAILER USE

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 for longer than ninety (90) days.

H. BUILDING EXTERIOR

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.

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

- A. A single family residence, together with outbuildings customary to such use, located on the same lot or 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. 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."
- C. The following auxiliary uses, if they do not alter the character of the premises as single family residence:
  - 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 facilities and are not rented or otherwise used as a separate dwelling.
  - 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 of a lot in excess of 42" above the adjacent grade.

2. **BUILDING SETBACKS:**

- A. Front yard setbacks shall conform to a minimum 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.
- B. 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 to or us for human habitation, shall be located to provided 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 is attached, or forty (40) feet to the rear of the residence nearest the street if detached.
- C. 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.

3. **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.

4. **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.

5. **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 minimum of ten thousand (10,000) square feet of area for each residence.

6. **BUILDING HEIGHT LIMITATION:**

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

**ZONE R-2 REGULATIONS**

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

1. Any use permitted in Zone R-1 except that a private garage may have a capacity of five (5) automobile.

B. BUILDING SETBACKS:

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

C. VEHICLE STORAGE:

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

D. 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.

E. REQUIRED LAND AREA:

A person shall not erect, construct, occupy or use more than one (1) two-family residence or two (2) one-family residences 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.

F. REQUIRED BUILDING AREA:

Notwithstanding other requirements imposed by these restrictions under GENERAL, the "Committee of Architecture" shall in all two-family residences require not less than seven hundred (700) square feet of floor for each one bedroom unit including carport, garage, covered porches, covered contiguous patios, etc., with a minimum area of five hundred (500) square feet for living area in the dwelling portion of the unity, and shall require not less than eight hundred (800) square

feet of floor area for each two bedroom unit including carports, garages, covered porches, covered contiguous patios, etc., with a minimum floor area of six hundred (600) square feet of living area in the dwelling portion of the unit.

G. BUILDING HEIGHT LIMITATIONS:

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 Motel 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 from any portion of facing and parallel to the street adjacent to the longest side of the lot.
- 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 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 (1)

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

**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 accommodation 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.

**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
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 stores.

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 to 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 is 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 sales, 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 8<sup>th</sup> day of October, 1958.

(Owner) SALTON RIVIERA, INC.

BY \_\_\_\_\_  
President

BY \_\_\_\_\_  
Asst. Secretary