

**DECLARATION OF RESTRICTIONS**

**TRACT 577**

THIS DECLARATION, made this 21<sup>st</sup> day of October, 1960 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. 577, Imperial County, California, as per plat thereof recorded in Book, 7 Pages 73, records of said County, and

WHEREAS the Declarant is about to sell, dispose of or convey the lots in said Tract No. 577, 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 of each and every parcel of land therein as the dominant tenement or tenements.

SAID CONDITIONS ARE AS FOLLOWS:

That all the lots within 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.

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 \$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 Lorne B. Pratt, Bishop Moore, August Damon, and J. A. Nicholson, provided that any vacancy on such committee caused by death, resignation, or disability to serve shall be filled on the nomination of SALTON RIVIERIA, INC. It shall be the purpose of this committee to provide for the maintenance of 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

COMMITTEE  
OF  
ARCHITECTURE

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 application and grant approvals for exceptions to this declaration. Variations from requirements and, in general other form of deviation and deviations do, in no way, detract from the appearance of the premises, not in any way be detrimental to the public welfare or 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.~~

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 water wastewater collection system becomes available at which time connection will be mandatory.

SEWAGE  
DISPOSAL

### 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 of the occupants or otherwise.
- 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.
- 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.

STORAGE  
OF  
MATERIALS

LIVESTOCK

SIGNS

TEMPORARY  
BUILDINGS

TRAILER  
USE

BUILDING  
EXTERIOR

PLUMBING

TEMPORARY  
OFFICES

STORAGE  
OF  
TOOLS  
AND  
TRASH

- 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 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 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 bag, 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 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 on 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, beveling 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 with-in 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, 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 effected 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 here unto affixed by its officers thereunto duly authorized this 21<sup>st</sup> day of October, 1960.

(Owner) SALTON RIVIERA, INC.

By \_\_\_\_\_

By \_\_\_\_\_