

*COPIES OF THE RECORDS OF  
THE COMMUNITY SERVICES DISTRICT,  
IN ACCORDANCE WITH  
N.C. 160A. 10000*

8001110 PAGE 549

COVENANT

(Imposing annual charge on land for public purpose)

\*\*\*\*\*

Comes now SALTON SEA MARINA ESTATES, a limited partnership, COVENANTOR, hereinafter variously designated as "owner" or "subdivider", with specific reference to certain lots in Tract 576-A, County of Imperial, State of California, included in the conveyance by grant deed of June 8, 1961, to said owner from SALTON COMMUNITY SERVICES DISTRICT, COVENANTEE, a political subdivision of the State of California, and

FOR AND IN CONSIDERATION of the execution and delivery of said deed by the Covenantor to the Covenantee, does hereby

COVENANT with Salton Community Services District that each and every lot in said Tract 576-A except Lots 1-11, Block 1, conveyed by said deed shall thereafter be subject to and burdened by an annual charge of not less than \$10.00 plus such additional amount as shall represent the ratable share allocable to each said lot in said tract arising from the expense of repair and maintenance of the channels and adjacent lands solely within Tract 576-A as contemplated and provided for in those easements reserved by Salton Community Services District in said deed, provided nevertheless that the burden of such annual charge shall in no event exceed \$30.00 per lot.

The subdivider or its respective successors in interest shall pay such sum to the Covenantee on or before September 1 of each year following the computation and statement thereof on or about July 1 of each year, the same to cover the cost and expense of such work for the prior fiscal year. The subdivider shall pay to Covenantee on or before April 1, 1962, the sum of \$760.00, representing \$10.00 per lot for each of the 76 lots contained in said tract and affected by this Covenant, which sum shall provide a fund for underwriting the initial expense of such work.

The burden and effect of this covenant is further that it shall run with and be irrevocably attached to each and every lot in Tract 576-A as conveyed by said deed except Lots 1-11, Block 1, the same for the benefit of Salton Community Services District as the owner of certain lands and dominant estates

The burden and effect of this covenant is further that it shall run with and be irrevocably attached to each and every lot in Tract 679 as conveyed by said deed, the same for the benefit of Salton Community Services District as the owner of certain lands and dominant estates in said tract, and in any event upon the terms and conditions hereinabove set forth, it being acknowledged by Covenantor that each and every lot in said tract benefits directly from the work for which such charge is made, and that such work is in pursuance of a public purpose. Moreover, failure by September 1 to pay the annual charge computed as aforesaid with respect to each particular lot shall raise and impose a lien on said lot until the charge be paid. Covenantee shall at all times have the election as to whether such lien shall be foreclosed in the manner provided for by law upon nonpayment of taxes or it may assert such title as shall revert to Covenantee upon the operation of the special limitation set forth in the said deed of even date.

IN WITNESS WHEREOF, Covenantor by its appropriate officers has subscribed this covenant intending thereby to be bound according to its terms this 14th day of July, 1960.

SALTON HEIGHTS DEVELOPMENT CO.

By Manoche  
President

By Carlo P. Guentini  
Secretary

DOCUMENT NO. 95  
RECORDED REQUEST OF  
PIONEER TITLE INSURANCE COMPANY

1960 JUL 20 AM 9:46  
BOOK 1056 PAGE 32

OFFICIAL RECORDS  
IMPERIAL COUNTY, CALIF.  
EVALYN G. CHRISTENSEN  
CLERK

#360

ACCEPTED  
SALTON COMMUNITY SERVICES DISTRICT  
By Joseph ...  
President  
By Robert L. Glass  
Secretary

DECLARATION OF RESTRICTIONS

TRACT 576-A

THIS DECLARATION, made this 23 day of October, 1959 by SALTON RIVIERA MARINA, 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. 576-A, Imperial County, California, as per plat thereof recorded in Book 7, Pages 17, records of said County, and

WHEREAS the Declarant is about to sell, dispose of or convey the lots in said Tract No. 576-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, 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 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 Marina, Inc. In 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 portio of the structure.

COMMITTEE  
OF  
ARCHITECTURE

1 of 9

- 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.

## 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.

### STORAGE OF MATERIALS

- 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.

### 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.

REGULATIONS GOVERNING MARINA TRACTS

A. BOAT DOCKS:

All Boat Docks must be approved by the "Committee of Architecture". In no case shall docks extend more than twenty-five (25') feet into the canal from the shore line. All docking facilities for boats longer than twenty-five (25') feet must be constructed parallel to the shore line.

B. BUOYS, MARKERS:

No buoys or floating markers, cables, swimming nets, etc., will be permitted beyond twenty-five (25') feet of the shore line.

C. SWIMMING:

No swimming in the canals will be permitted unless a swimming net is installed and swimming is restricted to within twenty-five (25') feet of the shore line.

D. CANAL SHORE LINE:

Changing of the canal shore line shall be prohibited without prior written approval of "Committee of Architecture".

E. BOAT HOUSES:

Boat houses of suitable design and appearance may be constructed only upon written approval from the "Committee of Architecture".

F. BOAT REPAIRS:

No major boat repairs shall be permitted on any residential lot within this subdivision.

**ZONE R-1 REGULATIONS**

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

A single family residence, together with outbuildings customary to such use, located on the same lot of parcel of land, including:

R-1  
USES

- 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. Lath or greenhouses.
- E. Tool houses.
- F. Hobby shops not used commercially.

The following auxiliary uses, if they do not alter the character of the premises as single family residences:

AUXILIARY  
USES

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

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.

D. 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.

E. 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.

F. 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.

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 MARINA, INC. has caused its corporate name and seal to be hereunto affixed by its officers thereunto duly authorized this 23<sup>rd</sup> day of October, 1959.

(owner) SALTON RIVIERA MARINA, INC.

By: Joe D. Brown  
President

By: William E. Newell  
Assistant Secretary

## AMENDMENT TO DECLARATION OF RESTRICTIONS

### TRACT NO. 576-A

Know Ye All Men By These Presents That

SALTON RIVIERA MARINA, INC., a California Corporation, having its principal place of business in the City of Los Angeles, Los Angeles County, California, having recorded a Declaration of restrictions for Tract No. 576-A on October 23, 1959 in BOOK 1034, PAGE 641 records of Imperial County, and

SALTON SEA MARINA ESTATES, a Limited Partnership, having its principal business in the City of Los Angeles, Los Angeles County, California, present owner of Tract No. 576-A,

DO HEREBY join in to revoke and rescind the paragraph under "SAID CONDITIONS ARE AS FOLLOWS" Page 1 of said restrictions pertaining to zoning of lots within said tract and do hereby AMEND said zoning of lots to-wit:

#### SAID CONDITIONS ARE AS FOLLOWS

That lots 41 through 62 inclusive of Block 1 and lots 1 through 25 inclusive of Block 2 shall be designated as multiple residence lots and shall be improved, used and occupied under the conditions hereinafter set forth Under ZONE R-3 REGULATIONS,

That all the remaining lots within this subdivision shall remain as single residence lots to be improved, used and occupied under ZONE R-1 REGULATIONS,

All other terms and conditions in said original Declaration of Restrictions shall remain unchanged.

#### ZONE R-3 REGULATIONS

A. The following regulations shall apply in Zone R-3 Multiple Dwelling Districts:

1. Any use permitted in Zone R-2.
2. Multiple dwellings of three (3) one-family dwellings of a permanent nature on each lot.
3. Hotels and Motels in which incidental business may be conducted for the convenience of the residents of the buildings.
4. Apartment buildings.

B. BUILDING SETBACKS:

1. front yard setbacks shall conform to a minimum depth of twenty-five (25') 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 be set at 125' from front property line.

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 of parcel of land, automobile storage space conveniently 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 for 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 LIMITATION:

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

IN WITNESS WHEREOF, SALTON RIVIERA MARINA, INC., AND SALTON SEA MARINA ESTATES, A LIMITED PARTNERSHIP, have each caused this instrument to be duly executed by their respective duly authorized representative this 9<sup>th</sup> day of March, 1961.

SALTON RIVIERA MARINA, INC.

By: Joe D. Brown, President

By: William E. Newell, Assistant Secretary

SALTON SEA MARINA ESTATES, A Limited Partnership

By: Joe D. Brown, General Partner

By: William E. Newell, General Partner

**AMENDMENT AND SUPPLEMENT TO DECLARATION OF RESTRICTIONS**  
**( As Amended)**  
**Tract 576-A**

KNOW ALL MEN BY THESE PRESENTS that

WHEREAS SALTON SEA MARINA, INC., a California Corporation, whose principal place of business is located at 760 north La Cienega Boulevard, in the City of Los Angeles, County of Los Angeles, State of California, recorded a Declaration of Restrictions for Tract 576-A on October 23, 1959, in Book 1034, Page 641 of Official Records of Imperial County; and

WHEREAS SALTON SEA MARINA ESTATES, a limited partnership, whose principal place of business is located at 760 North La Cienega Boulevard, in the City of Los Angeles, County of Los Angeles, State of California, present owner of said tract (except as to lots A and B conveyed to the Salton Community Services District), joined with Salton Riviera Marina, Inc. in recording an amendment to said Declaration of Restrictions on March 10, 1961, in Book 1073, Page 147 of Official Records of Imperial County; and

WHEREAS SALTON SEA MARINA ESTATES has established and desires hereby to effectuate a plan to preserve and maintain the water channels adjacent to the servient lands in said tract and hereinafter described, to the end of policing and maintaining said channels in a healthful, sanitary and aesthetically attractive condition;

NOW, THEREFORE, the undersigned do hereby certify and declare:

1. Said Declaration of Restrictions as amended is hereby amended and supplemented to the extent of adding to Section IV, Page 4, of said Declaration of Restrictions, recorded in Book 1034, Page 1034, Page 641, the following subsection:

**MAINTENANCE OF CHANNEL LOTS:**

1. Use of channels within the tract by boats of any sort must be according to Marine Rules and Regulations applying to small boats in inland waters.
2. Lots A and B of said tract are deeded to the Salton Community Services District and said deed reserves unto the Salton Community Services District in perpetuity and easement and imposes upon all lots within the tract (except Lots A and B) a certain servitude consisting of the right of ingress and egress on and over all of Lot 1, Block 2, and on and over the shore ward 45 feet of each and every lot bordering on the water in said tract and located within Blocks 1 and 2 thereof, being all those lots which abut on Lots A and B. The said easement shall also include, in addition to the rights of ingress and egress, the unqualified right of agents and employees of said Salton Community Services District, as determined by its board of directors, to do any and all things reasonably necessary to preserve, maintain and repair the water channels adjacent to the servient lands and to do any and all things upon the servient lands to police and maintain them in a healthful, sanitary and aesthetically attractive condition.
3. Under a covenant entered into by and between Salton Sea Marina Estates and the Salton Community Services District, dated March 19, 1962 and recorded on May 11, 1962, in Book 1110, Page 549, of Official Records of Imperial County, it is provided that each and every lot in said Tract 576-A except Lots 1-11, Block 1, shall thereafter be subject to and burdened by and annual charge of not less than ten (\$10) dollars plus such additional amount as shall represent the ratable share allocable to each lot in said tract arising from the expense of repair and maintenance of the channels and adjacent lands solely within Tract 576-A as contemplated and

provided for in those easements above described and reserved by Salton Community Services District, provided that the burden of such annual charge shall in no event exceed Thirty (\$30) dollars per lot.

4. Said annual charge is required to be paid by each such lot owner on or before September 1 of each year following the computation and statement thereof on or about July 1 of each year, the same to cover the cost and expense of such work for the prior fiscal year. The burden and effect of said covenant is further that it shall run with the land and be irrevocably attached to each of the respective lots in Tract 576-A except Lots 1-11, Block 1, the same for the benefit of Salton Community District as owner of said easements. Failure of any lot owner to pay said annual charge computed as aforesaid with respect to any particular lot shall raise and impose a lien on said lot until said charge is paid. Salton Community Services District shall at all times have the election as to whether such lien shall be foreclosed in the manner provided for by law for non-payment of taxes, or it may assert such title as shall revert to said district upon the operation of the special limitation set forth in the deed dated June 8, 1961, from Salton Community Services District to Salton Sea Marina Estates. Said deed provides that failure to pay such assessment shall vest title to such lot in fee simple in Salton Community Services District unless redeemed by the owner of such lot (or his successor in interest) within six months after written notice of said divestiture, upon payment of the delinquent assessment together with a redemption fee of \$15.
2. All other terms and conditions of said original Declaration of Restrictions as amended shall remain unchanged.

IN WITNESS WHEREOF, SALTON SEA MARINA ESTATES AND SALTON RIVIERA MARINA, INC. have each caused this instrument to be duly executed by its respective officers and partners this \_\_\_\_\_ day of \_\_\_\_\_, 1962

SALTON SEA MARINA ESTATES

By: William E. Newell,  
General Partner

By: Joe D. Brown  
General Partner

SALTON RIVIERA MARINA, INC.

By: Joe D. Brown  
President

By: Daniel A. Weber  
Secretary