

DECLARATION OF RESTRICTIONS

TRACT 591

THIS DECLARATION, made this 9th, day of October, 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. 591 Imperial County, California, as per plat thereof recorded in Book 7, Pages 12, records, and

WHEREAS the Declarant is about to sell, dispose of or convey the lots in said Tract No. 591 above described, and desires to subject the same to certain protective covenants, conditions, restrictions (hereinafter referred to as "Conditions") between it and the acquirers 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:

That Block 2, Block 6, and Block 9 shall be set aside for use as recreational areas.

That all the remaining 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.

RESERVING THEREFROM:

All that portion of all the lots within this Subdivision lying from the building setback line to the street and all that portion of the lots lying from the rear setback line to the rear lot line AS SHOWN ON THE RECORDED MAP.

AN EASEMENT FOR INGRESS, EGRESS, PUBLIC UTILITIES, DRIVEWAYS, WALKWAYS AND PARKING TO BE USED IN COMMON WITH OTHERS.

11. 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 structures 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. Burwood, 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 may require changes, deletions or revisions to be made on plans submitted for commercial structures 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

(1)

the public health, safety, general welfare and architectural appearance effect on 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 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 of the property of other persons located in the vicinity thereof, in the sole opinion of the Committee.
- C. All building 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.

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 (no dancing)
 - (13) Comfort stations
 - (14) Drug stores
 - (15) Dyeing, retail dyeing and cleaning agency and pressing only.
 - (16) Employment agency
 - (17) Escort Bureau
 - (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 store

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, flagstones or any other architectural masonry, brick or tile.
3. Stores or shops for the conduction 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 one particular location not longer than one week in any six-month periods.
 - 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, bevelling 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 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 within 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 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 9th day of October, 1959.

(Owner) SALTON RIVIERA

By _____
President

By _____
Asst. Secretary

Recorded October 9, 1959
Document No. 28
Book 1033
Page 462

THIRD AMENDED
FINAL SUBDIVISION
PUBLIC REPORT

In the matter of the application of

SALTON CITY,
a California corporation

for a final subdivision public report on

Res. No. 2390-SD

TRACT NO. 591
IMPERIAL COUNTY, CALIFORNIA

**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, north of Riviera Circle, approximately 30 miles south-east of Indio.

Approximately 65 acres divided into 151 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 appurtenant thereto are being reserved by prior owners.

STREETS: have been offered for dedication for public use and have been accepted by the County.

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.

"The southerly edge of this tract adjoins Zenas Wash, which carries drainage from a portion of the Santa Rosa Mountains west of this tract. A sufficiently wide easement has 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 cess-pools 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 time as one-third of the principal balance has been paid on the contract of sale.

UTILITIES: Note: Electricity and telephone lines have been brought into the area. The subdivider's firm has agreed to extension of power lines to any lot, without extension costs to purchasers, where approval for construction and necessary construction permits have been received by the purchaser. No public gas lines to the area are available.

ELECTRICITY: Imperial Irrigation District
GAS: Indio Gas Company (Bottled gas only)
TELEPHONE: California Water & Telephone Company

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 foot 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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