

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

~~REGISTERED PROFESSIONAL~~
Milton G. Gordon, Commissioner

THIRD AMENDED

In the matter of the application of
SALTON VISTA DEVELOPMENT CO.,
a California corporation.

FINAL SUBDIVISION
PUBLIC REPORT

for a final subdivision public report on
TRACT NO. 562
IMPERIAL COUNTY, CALIFORNIA

Res. No. 2157-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 8, 1962.

SPECIAL NOTE: 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.

ADDITIONAL INFORMATION FOLLOWS IN NARRATIVE FORM:

LOCATION AND SIZE: In Imperial County, on the west side of Salton Sea, between the Salton Sea and Highway 99, at Marina Drive and Riviera Circle. It is about 30 miles southeast of Indio.

Approximately 90 acres divided into 218 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.

Title excepts all oil, gas, minerals, etc., with the right to enter upon the land to prospect, drill, mine, and develop such rights, and as reserved in the patent from the State of California, recorded in Book 832, Page 409 of Official Records. (Affects lands within boundaries of Section 20).

Title also excepts all under-ground water in, under, or flowing through said land and water rights appurtenant thereto.

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

FLOOD AND DRAINAGE: The subdivider's engineer advises as follows: "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.

"There are no washes traversing this tract, and all lots are reasonably free from flood hazards."

The Division of Real Estate has no engineering personnel to make independent judgments on the suitability of filled ground or 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: The Salton Community Services District advises that sewers are installed and service is available to this tract.

Note: Prospective purchasers are advised that temporary ponding areas have been approved by the Health Department. Financial arrangements have been made with the Salton Community Service District for the construction and installation of treatment and disposal facilities which are to be installed at the sole and exclusive discretion of the District as to time, location and design. This service District may levy assessments to finance projects, to install and maintain sewer systems.

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.

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 (Bottle gas only)

TELEPHONE: California Water and Telephone Company.

Note: Contact the above companies regarding extension rules and regulations, service connections and the 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;
- 30 miles to Indio for complete shopping facilities.

School bus service is available to both schools and available public transportation consists of Greyhound Bus at Highway 99 and Marina Drive. (Flag stop may be possible).

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

DECLARATION OF RESTRICTIONS

FILE COPY

TRACT 562

THIS DECLARATION, made this 22nd day of October, 1958, 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. 562, Imperial County, California, as per plat thereof recorded in Book 5, Pages 14, records of said county, and

WHEREAS, the Declarant is about to sell, dispose of or convey the lots in said Tract No. 562 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 of which is and ere 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 ere 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 in said tract shall be designated as C-2 and shall be improved, used, and occupied for commercial purposes under the condition 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 area, 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 and the (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 sub-division. Notwithstanding other requirements imposed, this committee shall require not less than twelve hundred (1200) 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, deletion, 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 affecting 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 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 District. The Community Services District is vested with the responsibility and authority for the enforcement of these provisions.

III. RESIDENTIAL ZONES:

Deeds

STORAGE
OF
MATERIALS

- 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.

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 on 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, tent, 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 or 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 subdivision, 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.

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.

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 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 store

ZONE C-2 REGULATIONS

A. 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 houses
 - 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. Billiard hall and/or bowling alley.
 - e. Boxing or sports arena
 - f. Commercial carnival show operated at one particular location not longer than one (1) week in any six (6) month period.
 - g. Frozen food locker.
 - h. Furniture re-upholstering
 - i. Public garages
 - j. Gas distribution depot of a public utility or company selling and distributing gas.
 - k. Glass etching, bevelling and/or silvering in connection with the sale of glass.
 - l. Gymnasium
 - m. Hospitals
 - n. Commercial laundries
 - o. Mortuaries
 - p. Pool Halls
 - q. Printer, or publisher both
 - r. Skating rinks
 - s. Tire re-treading
 - t. Trailer rentals
 - u. Truck or automobile rentals
 - v. Truck or transfer companies
 - w. Light manufacturing on the ground floor only, incidental to the retail sale of goods from the premises, providing:
 - (1) Seventy-five (75%) 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.
 - x. The manufacturing of clothing providing
 - (1) Not more than one hundred (100) individuals are employed therein.
 - (2) Adequate area for street parkings 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 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.
 - y. The manufacturer of ceramics, if the total volume of the kiln space does not exceed sixteen (16) cubic feet.
 - z. Automobile repair garages, if all operations are conducted within a building.
 - aa. 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 their 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 22nd day of October, 1958.

(Owner) SALTON RIVIERA, INC.

By /S/ M. Penn Phillips
President

By /S/ K. Kelly
Asst. Secretary

Recorded October 23, 1958

Document No. 27

Book No. 1007

Page No. 82

DECLARATION OF RESTRICTIONS

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TRACT 562

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WHEREAS, the Declarant is about to sell, dispose of or convey the lots in said Tract No. 562 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 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 in said tract shall be designated as C-2 and shall be improved, used, and occupied for commercial purposes under the condition 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 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 and 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

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 ^{or} 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.
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Handwritten mark

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~~WORKING UNDER THE SUPERVISION OF~~
Milton G. Gordon, Commissioner

THIRD AMENDED

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a California corporation.

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PUBLIC REPORT

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