

SALTON COMMUNITY SERVICES DISTRICT

Architectural Committee Agenda

1209 Van Buren Ave. Salton City, CA 92275

www.saltoncsd.ca.gov

May 9, 2024

Open Session 9:30 a.m.

COMMITTEE MEMBERS:

Israel Gonzales, Chairperson
Erick Cervantes, Committee Member
Lizabeth Flowers, Committee Member
Cody Magee, Committee Member
Barbara Quiroz, Committee Member

STAFF:

Thania Garcia, Board Secretary

1. CALL TO ORDER: 9:30 A. M.

2. ROLL CALL:

3. PLEDGE OF ALLEGIANCE: Israel Gonzales, Chairperson

4. PUBLIC COMMENTS:

Pursuant to California Government Code Section 54954.3 members of the public may address the Board at this time on any items of public interest that are within the Board's subject matter jurisdiction. The Ralph M. Brown Act, however, prohibits the Board from taking action on any matter not appearing on the agenda. Personal attacks on individuals, slanderous comments, or comments, which may invade an individual's personal privacy, are prohibited. Those who wish to address the Board should come to the microphone. Members of the public will be given three (3) minutes to address the board on any items of public interest. Public comments will be limited to a maximum of (30) thirty minutes per meeting.

5. CONSENT CALENDAR ITEMS:

Consent calendar items are expected to be routine and non-controversial, to be acted upon by the Architectural Committee at one time without discussion. If any committee member requests that an item be removed from the consent calendar, it will be removed so that it may be acted upon separately.

- A. Approve the Minutes for the Architectural Committee on April 11, 2024.

6. OLD BUSINESS:

Plan#3096

Jose Manuel Barraza 2230 Palm View Thermal CA, 92274 APN# 017-603-002-000.

7. NEW BUSINESS:

Plan#3110

3728 Palm Dr. Thermal CA, 92274 APN# 001-161-006-000

Plan#3111

Erick Cervantes 2154 South Marina Dr. Thermal CA, 92274 APN# 015-124-002-000.

Plan# 3112

Robbin Ruiz 2405 Monterey Ave. Thermal CA, 92274 APN# 012-372-008-000.

Plan# 3113

Jenrry Perez 2764 Dione Ave. Thermal CA, 92274 APN# 008-672-007-000.

Plan#3114

Jenrry Perez 1220 Indian Ocean Ave. Thermal CA, 92274 APN# 008-631-010-000.

Plan#3115

Jenrry Perez 1218 Indian Ocean Ave. Thermal CA, 92274 APN# 008-631-011-000.

Plan#3116

Stella Chuo 84 La Jolla Ave, Thermal CA, 92274 APN# 001-135-008-000.

8. ADJOURNMENT:

Sonia Thania Garcia, Board Secretary

Upon written request, this agenda will be made in appropriate alternative format to persons with disabilities as required by Section 202 of the American with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the Secretary of the Board at least 72 hours before the meeting. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at 1209 Van Buren St, Suite 1, Salton City, California 9227.

SALTON COMMUNITY SERVICES DISTRICT

Architectural Committee **Minutes**

1209 Van Buren Ave. Salton City, CA 92275

www.saltoncsd.ca.gov

April 11, 2024

Open Session 9:30 a.m.

COMMITTEE MEMBERS:

Israel Gonzales, Chairperson
Erick Cervantes, Committee Member
Lizabeth Flowers, Committee Member
Cody Magee, Committee Member
Barbara Quiroz, Committee Member

STAFF:

Thania Garcia, Board Secretary

1. CALL TO ORDER:

9:30 A. M.

2. ROLL CALL:

Israel Gonzales Present
Erick Cervantes Present
Lizabeth Flowers Present

Cody Magee Present
Barbara Quiroz Present

3. PLEDGE OF ALLEGIANCE: Israel Gonzales, Chairperson

4. PUBLIC COMMENTS:

Pursuant to California Government Code Section 54954.3 members of the public may address the Board at this time on any items of public interest that are within the Board's subject matter jurisdiction. The Ralph M. Brown Act, however, prohibits the Board from taking action on any matter not appearing on the agenda. Personal attacks on individuals, slanderous comments, or comments, which may invade an individual's personal privacy, are prohibited. Those who wish to address the Board should come to the microphone. Members of the public will be given three (3) minutes to address the board on any items of public interest. Public comments will be limited to a maximum of (30) thirty minutes per meeting.

5. CONSENT CALENDAR ITEMS:

Consent calendar items are expected to be routine and non-controversial, to be acted upon by the Architectural Committee at one time without discussion. If any committee member requests that an item be removed from the consent calendar, it will be removed so that it may be acted upon separately.

- A. Approve the Minutes for the Architectural Committee on March 14, 2024.
Barbra Quiroz motioned to approve the meeting minutes for March 14, 2024.
Erick Cervantes seconded the motion.

Roll Call:

Israel Gonzales Yes

Cody Magee Yes

Erick Cervantes Yes

Barbara Quiroz Yes

Lizabeth Flower Yes

Motion Passes 5-0

6. OLD BUSINESS:

Plan# 3095

Dulce Murillo 1325 Saundra Ave Thermal CA, 92274 APN# 007-812-011-000.

Erick Cervantes motioned to approve plan#3095 Dulce Murillo 1325 Saundra Ave Thermal CA, 92274 APN# 007-812-011-000. Lizabeth Flowers Seconded the motion

Roll Call:

Israel Gonzales Yes

Cody Magee Yes

Erick Cervantes Yes

Barbara Quiroz Yes

Lizabeth Flower Yes

Motion Passes 5-0

Plan#3096

Jose Manuel Barraza 2230 Palm View Thermal CA, 92274 APN# 017-603-002-000

Lizabeth Flowers motioned to table plan# 3096 Jose Manuel Barraza 2230 Palm View Thermal CA, 92274 APN# 017-603-002-000. Erick Cervantes seconded the motion.

Roll Call:

Israel Gonzales Yes

Cody Magee Yes

Erick Cervantes Yes

Barbara Quiroz Yes

Lizabeth Flower Yes

Motion Passes 5-0

7. NEW BUSINESS:

Plan# 3106

Leonel Camacho 2570 Santa Fe Ave. Thermal CA, 92274 APN# 009-243-013-000

Erick Cervantes motioned to approve plan#3106 Leonel Camacho 2570 Santa Fe Ave. Thermal CA, 92274 APN# 009-243-013-000. Lizabeth Flowers seconded the motion.

Roll Call:

Israel Gonzales Yes Cody Magee Yes
Erick Cervantes Yes Barbara Quiroz Yes
Lizabeth Flower Yes

Motion Passes 5-0

Plan# 3109

Camilo Cano 2148 South Marina Dr. Thermal CA, 92274 APN# 015-125-001-000

Lizabeth Flowers motioned to approve plan#3109 Camilo Cano 2148 South Marina Dr. Thermal CA, 92274 APN# 015-125-001-000. Erick Cervantes seconded the motion.

Roll Call:

Israel Gonzales Yes Cody Magee Yes
Erick Cervantes Yes Barbara Quiroz Yes
Lizabeth Flower Yes

Motion Passes 5-0

8. ADJOURNMENT:

Meeting Adjourned

Sonia Thania Garcia, Board Secretary

Israel Gonzales, Chairperson

Upon written request, this agenda will be made in appropriate alternative format to persons with disabilities as required by Section 202 of the American with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the Secretary of the Board at least 72 hours before the meeting. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at 1209 Van Buren St, Suite 1, Salton City, California 9227.

Salton Community Services District

Architectural Committee Building Approval Form
Plan# 3110

Chartered by Chapter 59 of 1985 Codes and Laws - state of CA
Plans must conform to covenants, Conditions and Restrictions of tract.

Approved: _____ Disapproved: _____ Date: _____ Expiration Date: _____

Architectural Committee Review Fees:

Existing Building Additions: \$50.00 _____ Check# _____
New Construction: \$50.00 _____ Check# _____
Sewer Capacity Fee: \$1000.00 _____ Check# _____
Sewer Connection Fee: \$2700.00 _____ Check# _____ (Deposit) _____

(Capacity Fee/Connection Fee Payable at time of sewer connection. Plan Approval fee and Developer fee due at time of plan submission)
THIS APPROVAL MEETS ALL SCSD CC&R'S, BUT MAY NOT MEET IMPERIAL COUNTY TITLE 9 LAND ORDINANCES.

ARCHITECTURAL PLAN REVIEW:

Erick Cervantes: _____ Approved: _____ Disapproved: _____ Date: _____

Israel Gonzales: _____ Approved: _____ Disapproved: _____ Date: _____

John Connelly _____ Approved: _____ Disapproved: _____ Date: _____

Cody Magee _____ Approved: _____ Disapproved: _____ Date: _____

Lizabeth Flowers _____ Approved: _____ Disapproved: _____ Date: _____

Street Address: 3728 PALM DR. City: THERMAL

Lot# 02 Block# 02 Tract# DS Unit 2 Zone: R_1

APN: 001-161-006-000 Lot Size: 7500 SQ FT

Living Area

Dimensions: Width: 27' Length: 56' Total Square Feet: 1512

Patios

Dimensions: Width: _____ Length: _____ Total Square Feet: _____

Carport or Garage

Dimensions: Width 30' Length: 40' Total Square Feet: 1200

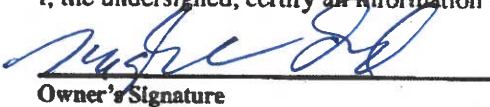
Room Addition

Dimensions: Width _____ Length: _____ Total Square Feet: _____

Mobile/Manufactured/Modular Homes Only

Date of Manufacture: _____ Expected Date of Delivery: _____

I, the undersigned, certify all information to be true and accurate description of my plans and intentions.



MIGUEL OLIVA

909 510 5115

Owner's Signature

Owner's Name (Printed)

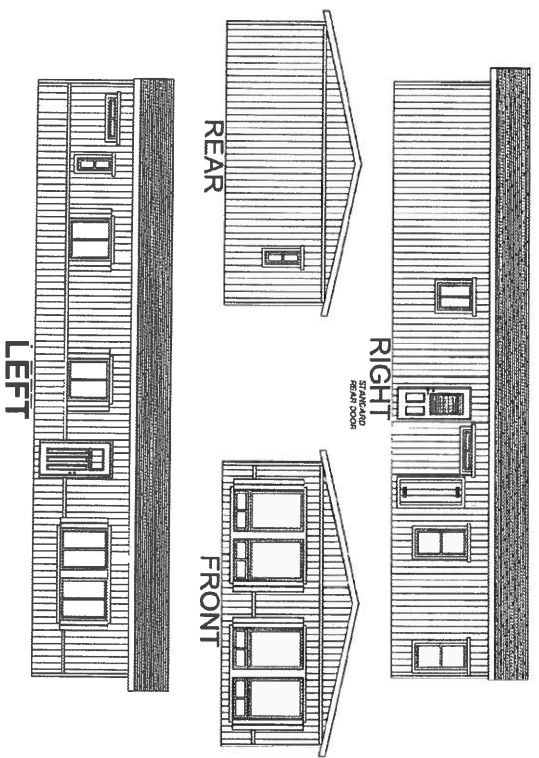
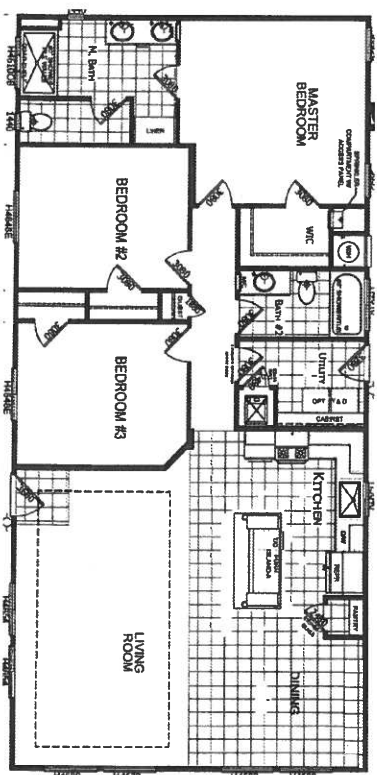
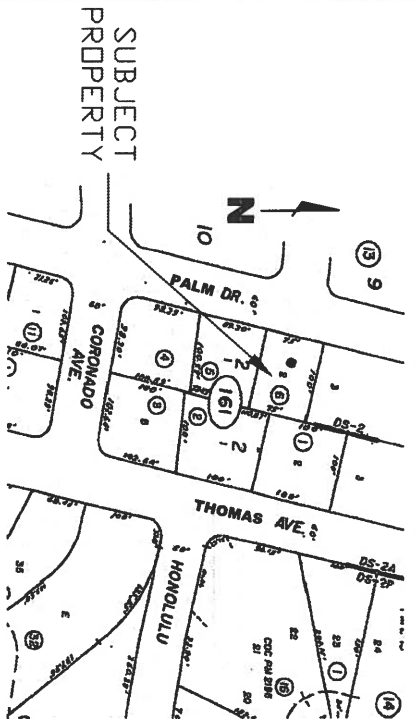
Daytime Phone Number

3728 PALM DR Thermal CA 92274

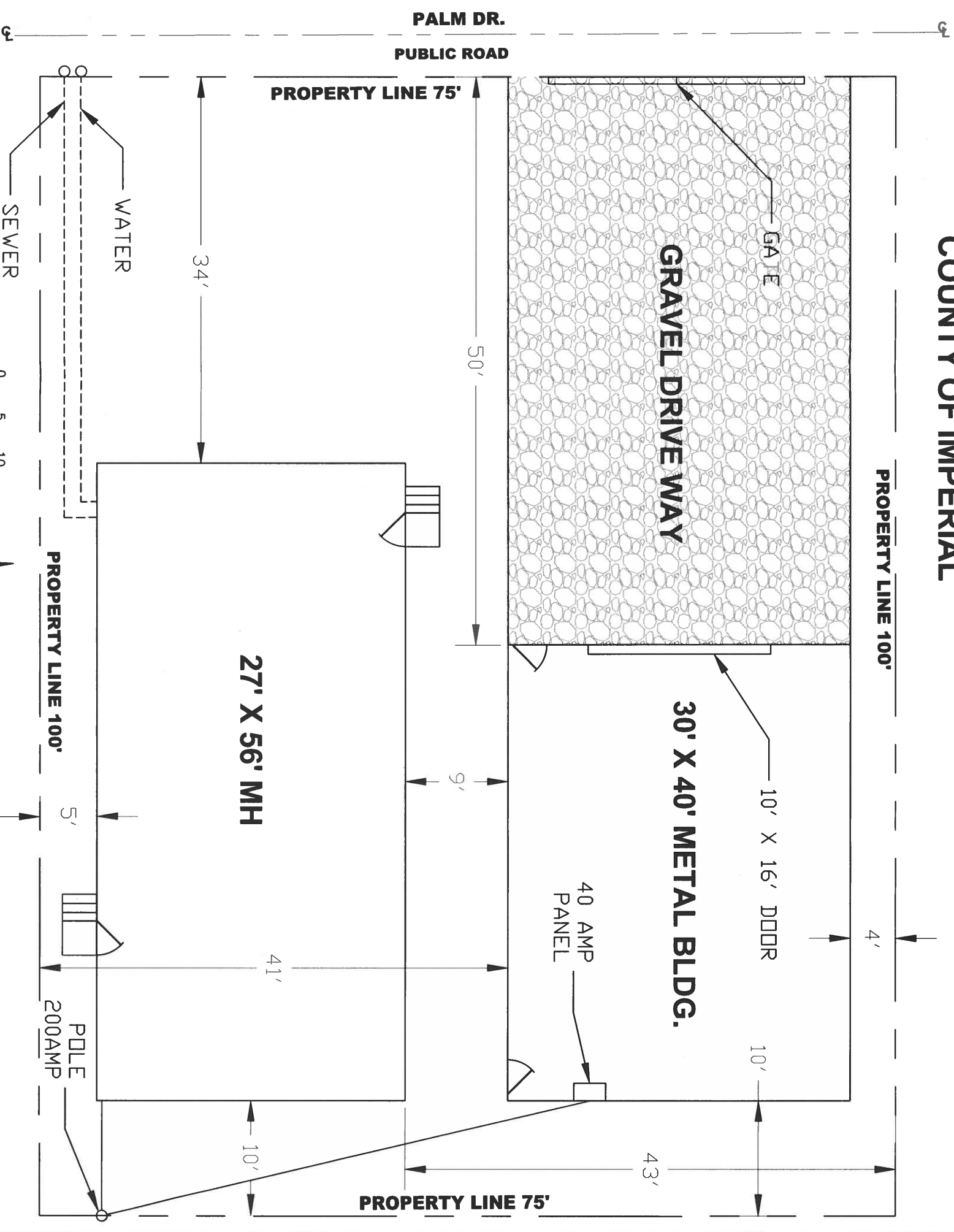
Address, City, State, Zip Code

A permit must be obtained within 2years (24 months) from date of approval. If permit is not obtained, you will be required to re-submit for approval

VICINITY MAP



COUNTY OF IMPERIAL



SITE PLAN

SCALE: 1" = 10'



Sav-On
Manufactured Homes
 1415 E. 6TH. Street Beaumont, California 92223
 (951) 845-2671 LICENSE NO. 295359

DIGALERT
 CALL 811 OR
1-800-422-4133
TWO BUSINESS DAYS BEFORE YOU DIG

COUNTY OF IMPERIAL
 CITY OF THERMAL

SITE PLAN
 GRAY RESIDENCE
 3728 PALM DR.
 THERMAL CA
 APN: 001-161-006-000

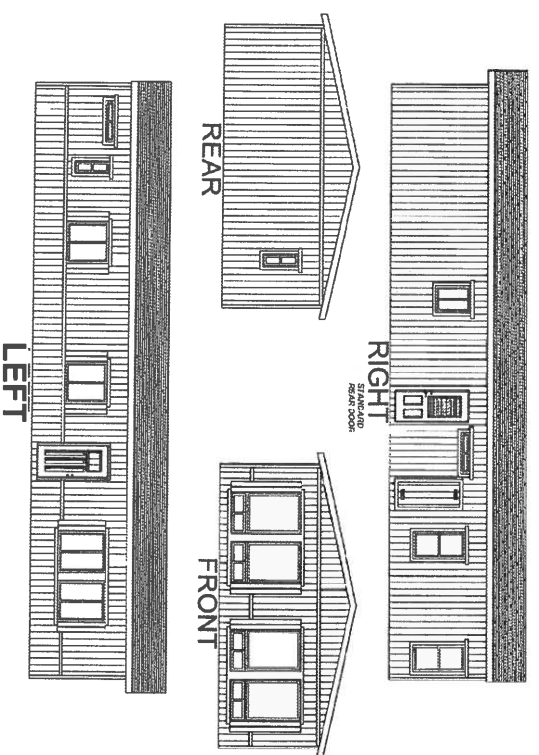
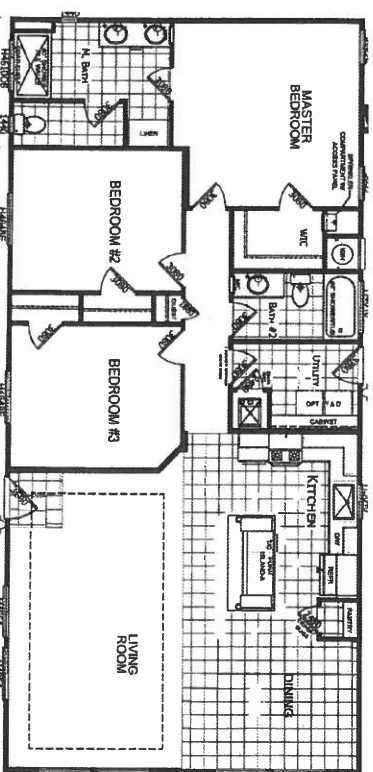
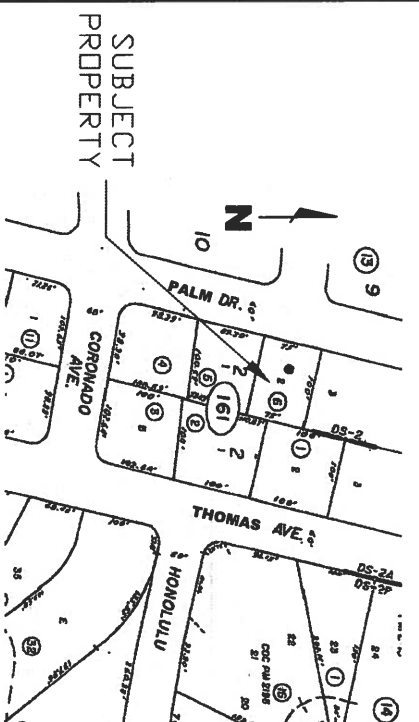
REV.	DATE	DESCRIPTION
NC	04/04/24	NEW DRAWING, NO REVISIONS

DRAWING NO. **MHGRA-0001**

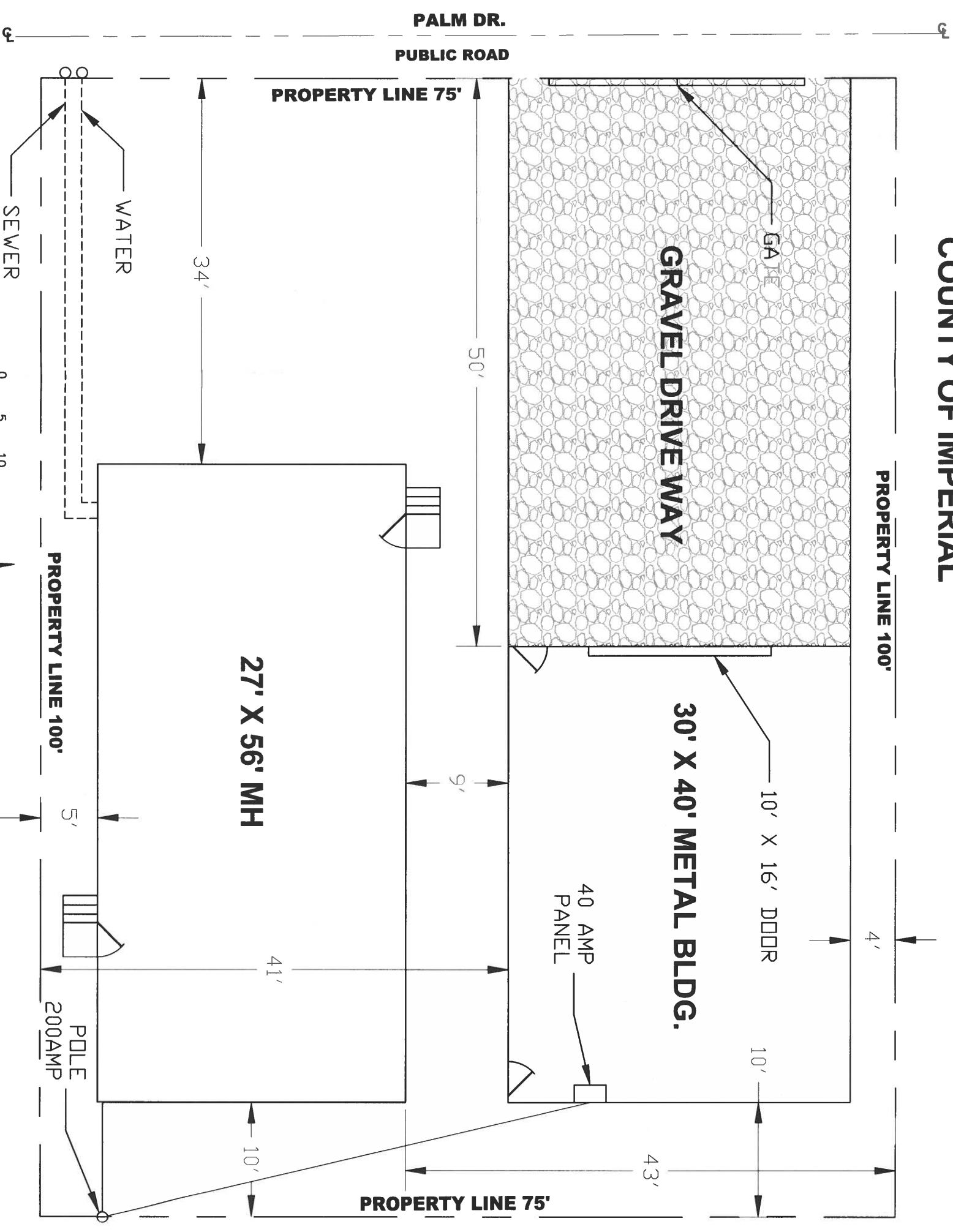
REV. **NC**

SHEET 1 OF 1

VICINITY MAP



COUNTY OF IMPERIAL



SITE PLAN

SCALE: 1" = 10'



Sav-On
Manufactured Homes
 1415 E. 6TH. Street Beaumont, California 92223
 (951) 845-2671 LICENSE NO. 295359

DIGALERT
 CALL 811 OR
1-800-422-4133
CALL BEFORE YOU DIG

COUNTY OF IMPERIAL
 CITY OF THERMAL

SITE PLAN

GRAY RESIDENCE
 3728 PALM DR.
 THERMAL CA
 APN: 001-161-006-000

REV	DATE	DESCRIPTION
NC	04/04/24	NEW DRAWING. NO REVISIONS

DRAWING NO. **MHGRA-0001**

REV. **NC**

SHEET 1 OF 1

DECLARATION OF PROTECTIVE RESTRICTIONS

DESERT SHORES UNIT NO. 2

THIS DECLARATION OF PROTECTIVE RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIMITATIONS LIENS AND CHARGES made this 26th day of June, 1956 by DESERT SHORES INVESTMENT CORPORATION, a California Corporation or its successors in interest, as "Declarant".

THAT WHEREAS, the undersigned, DESERT SHORES INVESTMENT CORPORATION, a California Corporation, is the owner and holder of that certain real property situated in the County of Imperial, State of California, described as follows:

Lots 1 to 17, both inclusive, Block 1; Lots 1 to 15, both inclusive, Block 2; Lots 1 to 5, both inclusive, Block 3; Lots 1 to 7, both inclusive, Block 4, Lots 1 to 14, both inclusive, Block 5; Lots 1 to 18, both inclusive, Block 6; Lots 1 to 17, both inclusive, Block 7; Lots 1 to 16, both inclusive, Block 8; Lots 1 to 14, both inclusive, Block 9; Lots 1 to 11, both inclusive, Block 10; Lots 1 to 20, both inclusive, Block 11; Lots 1 to 20, both inclusive, Block 12; Lots 1 to 10, both inclusive, Block 13; Lots 1 to 14, both inclusive, Block 14; Lots 1 to 6, both inclusive, Block 15, DESERT SHORES UNIT NO. 2, being a subdivision of a portion of the East half of Section 9, Township 9 South, Range 9 East, SBEM, plat of which is hereto attached.

WHEREAS, the lots may be improved by the construction thereon of single family residences, as hereinafter set forth, together with garages and other improvements, and

WHEREAS, the parties hereto mutually desire to restrict the use and occupancy of said real property and each and every lot or parcel thereof, and to subject the same to other restrictions herein contained,

NOW THEREFORE, in consideration of the premises and of the advantages derived by each of the parties hereto by the making of this Declaration, and further, in consideration of the benefits which will accrue to said real property and to each and every parcel thereof,

IT IS HEREBY MUTUALLY COVENANTED, AGREED AND DECLARED THAT said land and each and every part and parcel thereof shall, from and after the date hereof, be subject to the following restrictions, covenants and declarations, which shall apply to and be binding upon the parties hereto, and each of their successors and assigns, as follows:

1. That each and every lot in the tract shall be designated, sold and used for a residential lot; that each and every residential lot in the tract shall be used for private dwellings and a private garage for not more than two cars. No temporary structure shall be erected or constructed upon any of the residential lots of said tract, except for use in connection with the actual construction of a permanent residential building on said lot, but in no event shall said temporary structure remain on any lot in said tract for a period of time in excess of that period of time customarily required to construct such permanent dwelling together with garage and customary outbuildings. No trailer, basement, tent, shack, barn or other outbuilding, except a garage appurtenant to a residential dwelling, shall be erected in the tract at any time. No frame buildings shall be erected and have their exteriors remain unpainted for more than one month. All dwellings and garages in Unit No. 2 shall be single story structures, except that on the following lots two (2) story dwellings and/or garages may be erected: Lot 17, Block 1; Lots 9, 10 and 11, Block 11; Lot 11, Block 10; Lots 11 to 20, both inclusive, Block 12; Lots 6 to 10, both inclusive, Block 13; Lots 7 and 8, Block 14 and Lot 6, Block 15.

Handwritten notes on the right margin: 'B' at the top, a vertical list of numbers 33, 34, 35, 36, 37, and a date stamp 'AUG 23 1956' at the bottom.

2. That no building shall be erected on any lot nearer than 20 feet to the front lot line and no building shall be erected on any lot nearer than 5 feet to either side lot line except on corners where no building shall be erected on any lot nearer than 10 feet to the street lot line.

3. That no fence, wall or hedge shall be erected, planted or maintained across the width of any lot excepting at the front building set back line and/or extending along either side lot line and shall not extend nearer than six feet to the rear lot line and that any rear fence, wall or hedge shall be built or planted parallel with the rear lot line and six feet distant therefrom.

4. That no single family residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet, not a width of less than 60 feet at the front building setback line.

5. That no noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. That no existing structures shall be moved into this tract and established on any residential lot without the written permission of the vendor first had and obtained.

7. That no single family dwelling shall be erected or placed or maintained on any lot in said tract having a ground floor square foot area of less than 600 square feet exclusive of basement, porches, patios and garages.

8. The proposed designs for all buildings shall be submitted for approval to the Desert Shores Investment Corporation.

9. That these covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1st, 1975 unless at any time by a vote of the majority of the lots, as evidenced by title of record, it is agreed to nullify, change or void the covenants in whole or in part. In the event no change has been made the covenants shall automatically be extended for successive periods of ten (10) years unless and until any changes have been made.

10. That if the parties hereto or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent or enjoin him or them from so doing and to recover damages or other dues for such violation.

11. That if any provisions of these covenants or restrictions be declared invalid or unenforceable, all other provisions, covenants and restrictions shall remain in full force and effect.

12. That the breach of any of the said covenants or restrictions shall not defeat or affect the lien of any mortgage or deed of trust made in good faith and for value upon said land, but such covenants and restrictions shall be binding upon and effective against any owner of said premises whose title is acquired by foreclosure, trustee sale or otherwise.

13. That it is not the intention of the owners to hereby create a condition of forfeiture or any implied conditions of forfeiture or reservation of title in the event of violation hereof, but it is their intention that the remedy for the enforcement of this general plan of covenants and restrictions shall be by action for injunction to prevent violation hereof or any action for damages, and that such action shall inure to and pass with each and every lot in said tract for the mutual benefit of the subsequent owner or owners thereof and their successors or assigns.

AUG 23 1956

32

agreement the vendor shall deliver to the purchaser a policy of title insurance issued by Pioneer Title Insurance and Trust Company, or any other reputable title company, showing title to the real estate in the grantor in said deed, subject only to reservations, restrictions and easements of record and to the usual exceptions contained in the policy of title insurance issued by such title company.

16. That the purchaser agrees not to remove any of the lot markers or posts showing the lot numbers until the property has been paid for in full and even then not to remove such markers as form the common boundary between his property and property not owned by the purchaser herein.

17. READ THIS CONTRACT CAREFULLY, EXAMINE THE REAL ESTATE HEREIN DESCRIBED AND CHECK THE LOCATIONS AND SIZE OF THE REAL ESTATE WITH PLAT BEFORE SIGNING.

DESERT SHORES INVESTMENT CORPORATION,

BY [Signature] _____ (SEAL)
President

ATTEST: [Signature] _____ (SEAL)
Secretary

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On August 6th, 1956 before me, the undersigned, a Notary Public in and for said County and State, personally appeared HARRY PON, known to me to be the President and MARGARET CLARK, known to me to be the Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of the board of directors.

WITNESS my hand and official seal.

Notary Public in for said County and State

DOCKETED
RECORDED
Pioneer Title Insurance & Trust Co.

1956 AUG 23 10 10 55

OFFICIAL RECORDS
IMPERIAL COUNTY CLERK
EVALUATION DIVISION
COUNTY SECRETERY
#360

AUG 23 1956

322

Salton Community Services District

Architectural Committee Building Approval Form

Plan# 311

Chartered by Chapter 59 of 1985 Codes and Laws - state of CA
Plans must conform to covenants, Conditions and Restrictions of tract.

Approved: _____ Disapproved: _____ Date: _____ Expiration Date: _____

Architectural Committee Review Fees:

Existing Building Additions:	\$50.00 <u>X</u>	Check# <u>Cash</u>
New Construction:	\$50.00 _____	Check# _____
Sewer Capacity Fee:	\$1000.00 _____	Check# _____
Sewer Connection Fee:	\$2700.00 _____	Check# _____ (Deposit) _____

(Capacity Fee/Connection Fee Payable at time of sewer connection Plan Approval fee and Developer fee due at time of plan submission)
THIS APPROVAL MEETS ALL SCSO CC&R'S, BUT MAY NOT MEET IMPERIAL COUNTY TITLE 9 LAND ORDINANCES.

ARCHITECTURAL PLAN REVIEW:

Erick Cervantes: _____ Approved: _____ Disapproved: _____ Date: _____

Israel Gonzales: _____ Approved: _____ Disapproved: _____ Date: _____

Barbara Quiroz _____ Approved: _____ Disapproved: _____ Date: _____

Cody Magee _____ Approved: _____ Disapproved: _____ Date: _____

Lizabeth Flowers _____ Approved: _____ Disapproved: _____ Date: _____

Street Address: 2154 S Marina Dr City: Thermal

Lot# 9 Block# 9 Tract# 525 Zone: 3-11
APN: 015-124-002-000 Lot Size: 9,868

Living Area

Dimensions: Width: _____ Length: _____ Total Square Feet: 1,410 sq ft

Patios

Dimensions: Width: _____ Length: _____ Total Square Feet: _____

Carport or Garage

Dimensions: Width 75' Length: 21' Total Square Feet: 517 sq ft

Room Addition

Dimensions: Width 21'-10" Length: 43'-3" Total Square Feet: 941 sq ft

Mobile/Manufactured/Modular Homes Only

Date of Manufacture: _____ Expected Date of Delivery: _____

I, the undersigned, certify all information to be true and accurate description of my plans and intentions.

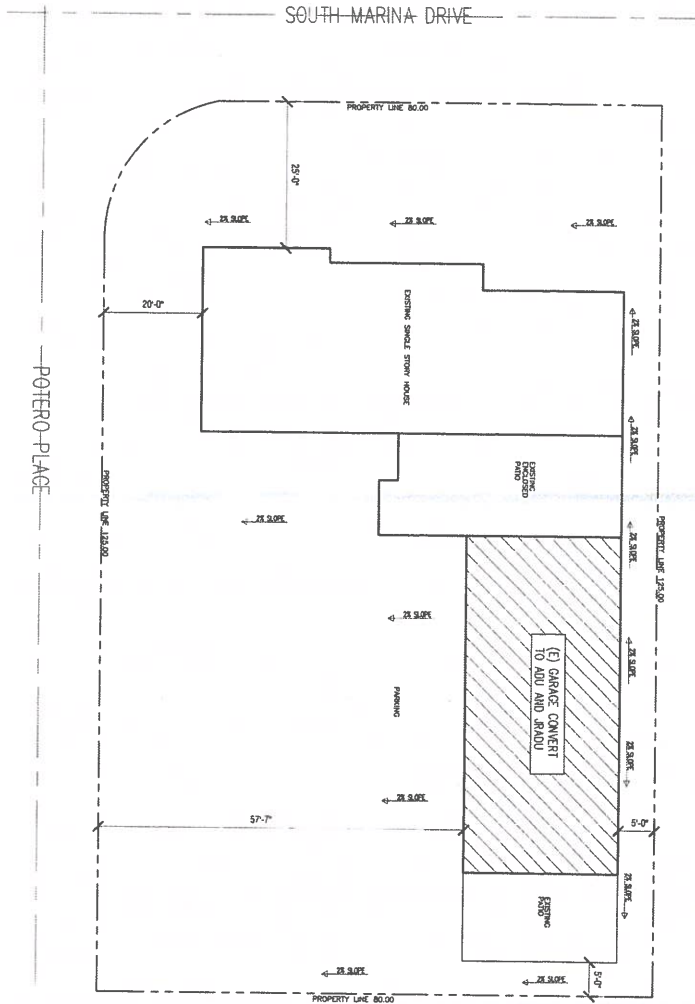
[Signature] Erick Cervantes 760-74-7472
 Owner's Signature Owner's Name (Printed) Daytime Phone Number

[Signature]
Address, City, State, Zip Code

A permit must be obtained within 2 years (24 months) from date of approval. If permit is not obtained, you will be required to re-submit for approval

SITE PLAN

SCALE: 1/8" = 1'-0"



Sp-1

OWNER	GWSD
DATE	
AS NOTED	

George Spurgeon

NO.	REVISION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

GARAGE CONVERSION
ADU & JRADU
2154 S. MARINA DR
THERMAL, CA 92274

GEORGE SPURGEON DESIGNS
2306 LARK CT. THERMAL, CA. 92274
OFFICE/CELL (909) 319-4074 EMAIL: gwdsdesign@att.net

DECLARATION OF RESTRICTIONS

TRACT 525

THIS DECLARATION, made this ____ day of ____, 195_ by Salton Heights Development Company, 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. 525, Imperial County, California, as per plat thereof recorded in Book ____, Pages ____, records of said County, and

WHEREAS the Declarant is about to sell, dispose of or convey the lots in said Tract No. 525, 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, 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:

I. That all of the lots in said tract shall be designated as R-1 and shall be used, occupied and improved as single residence lots under the conditions as hereinafter set forth under Zone R-1 Regulations.

II. GENERAL:

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, 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 portion of the structure.

COMMITTEE
OF
ARCHITECTURE

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.

~~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 additional pits are found necessary to properly disperse the fluids and a greater area shall be taken in the front yard and properly connected to that in rear. In the event a lot is used for a multiple unit dwelling, each unit shall be served by a separate septic tank and leeching pit or pits. 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.~~

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

**SEWAGE
DISPOSAL**

III. RESIDENTIAL ZONE

As used in this declaration, "Residential Zones" means zones R-1, R-2, and R-3.

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.

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.

**STORAGE
OF
MATERIALS**

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.

LIVESTOCK

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.

SIGNS

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.

**TEMPORARY
BUILDINGS**

**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 longer than ninety days.

**BUILDING
EXTERIOR**

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

Residences shall have complete and approved plumbing installations before occupancy.

**TEMPORARY
OFFICES**

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**

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 R-1 REGULATIONS

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

**R-1
USES**

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

- A private garage with a capacity not to exceed three (3) automobiles.
- A boat repair or storage building for the personal use of the occupant.
- A children's playhouse.
- Lath or greenhouses.
- Tool houses.
- 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:

IMPERIAL COUNTY TITLE 9 REGULATIONS MAY BE USED INSTEAD

FRONT
SETBACK

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

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

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.

III. VEHICLE STORAGE:

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.

IV. SUBDIVISION OF LOTS:

LOT
SPLIT

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.

I. REQUIRED LAND AREA:

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.

AMENDMENT TO DECLARATION OF RESTRICTIONS: (Continued)

ZONE R-2 REGULATIONS:

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

- A. Any use permitted in Zone R-1, except that a private garage may have a capacity of five (5) automobiles.
- B. A two-family residence, not over two stories in height, together with the outbuildings customary to such uses located on the same lot or parcel of land.

2. **BUILDING SETBACKS:**

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

3. **VEHICLE STORAGE:**

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

4. **SUBDIVISION OF LOTS:**

Subdividing lots or parcels of land into smaller areas shall be prohibited for any purposes uses, whether for sale, lease or rent.

5. **REQUIRED LAND AREA:**

A person shall not erect, construct, occupy or use more than one two-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 single family residence.

6. **REQUIRED BUILDING AREA:**

Notwithstanding other requirements imposed by these restrictions 1-A, the Committee of Architecture shall, in two-family residences, 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 addition to a minimum floor area of four hundred (400) square feet of attached garage, attached carport, covered porches, covered contiguous patios, etc.

AMENDMENT TO DECLARATION OF RESTRICTIONS

TRACT NO. 525

THIS AMENDMENT, made by SALTON HEIGHTS DEVELOPMENT CO., a California Corporation, having its principal place of business in the city of Azusa, County of Los Angeles, California, hereinafter referred to as the Declarants,

WHEREAS, the Declarants are the owners of all the lots in that certain tract SALTON HEIGHTS DEVELOPMENT CO., Imperial County, California, as per map recorded in Book 3 at Page 1 of final maps, records of said County, and,

WHEREAS, SALTON HEIGHTS DEVELOPMENT CO., is the Declaration of Restrictions recorded May 6, 1958, in Book 991, Page 167, in Official Records of said County and desires to amend Paragraph I of said Restrictions to read as follows:

- I. Use of Lot 1 of Block 1 and Lot 21 of Block 18 shall be restricted to use for school purposes.
 - A. That Lots 1 through 18, inclusive of Block 12, and Lots 15 through 25, inclusive of Block 4, shall be designated as R-2 multiple residence lots and shall be used, occupied and improved for multiple residence purposes under ZONE R-2 REGULATIONS, which shall be attached to and become part of this amendment.
 - B. That all remaining lots within said tract shall be designated as R-1 and shall be used, occupied, and improved as single residence lots under the conditions as hereinafter set forth under ZONE R-1 REGULATIONS.

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

IN WITNESS WHEREOF, SALTON HEIGHTS DEVELOPMENT CO., has caused its corporate name and seal to be hereunto affixed by its Officers thereunto duly authorized this 13th day of June, 1958.

SALTON HEIGHTS DEVELOPMENT CO.

By _____

By _____

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 HEIGHTS DEVELOPMENT CO. has caused its corporate name and seal to be hereunto affixed by its officers thereunto duly authorized this ____ day of ____, 195__.

(owner) SALTON HEIGHTS DEVELOPMENT CO.

By _____

By _____

LOS ANGELES OFFICE
Room 8003 State Building
107 South Broadway
SAN DIEGO OFFICE
615 Orpheum Theatre Building

EDMUND G. BROWN, Governor
STATE OF CALIFORNIA
Division of Real Estate
W. A. SAVAGE, Commissioner
MAIN OFFICE
1015 L Street, Sacramento 14

SAN FRANCISCO OFFICE
Room 2032, 350 McAllister Street
OAKLAND OFFICE
Room 6040, 1111 Jackson Street
FRESNO OFFICE
Room 3084, State Building
2350 Mariposa Street

~~THIRD AMENDED~~
FINAL
SUBDIVISION PUBLIC REPORT

ON
TRACT NO. 525
IMPERIAL COUNTY, CALIFORNIA
RES. NO. 1983-SD

Note—Read This Report Before Buying!

This Report Is Not an Approval or Disapproval of This Subdivision

It reflects information obtained by the Division of Real Estate in its investigation of said tract.

The Commissioner does not regulate or govern the size of parcels, drainage, sanitation, water, and the physical aspects of subdivisions. All such matters are regulated and passed on by the local public bodies and officials.

OCTOBER 25, 1961

SPECIAL NOTES

1. THIS IS A SPECULATIVE SUBDIVISION AND VALUES WILL DEPEND ON GROWTH IN THE AREA. PROMOTION COSTS OF SUCH SUBDIVISIONS ARE ORDINARILY HIGH. AS A RESULT, PURCHASERS SHOULD NOT EXPECT TO BE ABLE TO RESELL THEIR LOTS AT A PROFIT OR EVEN FOR AS MUCH AS THE ORIGINAL SALES PRICES UNTIL OR UNLESS THE AREA DOES DEVELOP.
2. MOST REGULATED FINANCIAL INSTITUTIONS WILL NOT LEND MONEY FOR CONSTRUCTION IN SUCH UNDEVELOPED AREAS.
3. 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.

4. IN MANY INSTANCES MINERAL, OIL, GAS AND WATER RIGHTS ARE RESERVED TOGETHER WITH THE RIGHT OF ENTRY TO PROSPECT FOR AND REMOVE THESE PRODUCTS.
5. ON ALL PROPERTIES BELOW THE MINUS 220-FOOT CONTOUR, FLOODING EASEMENTS IN FAVOR OF THE IMPERIAL IRRIGATION DISTRICT AND IMPERIAL COUNTY EITHER EXIST OR WILL BE REQUIRED BEFORE THE COUNTY WILL ISSUE BUILDING PERMITS.
6. NO SEWAGE DISPOSAL PLANT OR A COMPLETE SEWAGE DISPOSAL SYSTEM THROUGHOUT THESE TRACTS HAS BEEN INSTALLED.
7. ELECTRICITY AND TELEPHONE LINES HAVE BEEN BROUGHT INTO THE AREA BUT THESE SERVICES ARE NOT EXTENDED THROUGHOUT THE TRACTS. EXTENSIONS MAY BE MADE AT PURCHASERS EXPENSE. NO PUBLIC GAS LINES TO THE AREA ARE AVAILABLE.

ADDITIONAL INFORMATION FOLLOWS IN NARRATIVE FORM:

SUBDIVIDER: Salton Heights Development Co., a California corporation.

LOCATION AND SIZE: In Imperial County, on the west side of Salton Sea, between Salton Sea and Highway 99. It is approximately 30 miles southeast of Indio. Approximately 485 acres divided into 1,108 parcels.

STREETS: Streets are to be improved to Imperial County standards and will be maintained by Imperial County.

CLIMATE: This area, as in other California desert areas, is subject to occasional strong winds. In the summer it gets very hot and the nearness to the Salton Sea and irrigated area of Imperial Valley makes Salton City very humid in extreme hot weather.

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 system within the district.

PURCHASE MONEY HANDLING: The subdivider has certified that all moneys will be impounded in Trust Account, Bank of America, Azusa branch, until the contracts of sale are signed and delivered to the purchaser. There are trust deeds in the amounts of \$193,264 and \$304,700 covering all the lots in this subdivision. However, arrangements have been made to release any lot upon full payment of the contract price by a purchaser.

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.

ELECTRICITY: Is not installed to all lots at this time.

GAS: No public gas lines are available.

TELEPHONE: Telephone service is not installed at this time.

NOTE: Considerable expense may be involved to extend any of the above utilities to lots within this subdivision.

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. The Division of Real Estate does not have the 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.

FIRE PROTECTION: The Salton Community Services District has agreed to furnish fire protection. A volunteer fire department has been organized and the subdivider has agreed to install some fire hydrants.

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.

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

FD:ab

Salton Community Services District

Architectural Committee Building Approval Form

Plan# 3112

Chartered by Chapter 59 of 1985 Codes and Laws - state of CA
Plans must conform to covenants, Conditions and Restrictions of tract.

Approved: _____ Disapproved: _____ Date: _____ Expiration Date: _____

Architectural Committee Review Fees:

Existing Building Additions: \$50.00	<input checked="" type="checkbox"/>	Check#	_____
New Construction: \$50.00	_____	Check#	_____
Sewer Capacity Fee: \$1000.00	_____	Check#	_____
Sewer Connection Fee: \$2700.00	_____	Check#	_____ (Deposit) _____

(Capacity Fee/Connection Fee Payable at time of sewer connection Plan Approval fee and Developer fee due at time of plan submission)
THIS APPROVAL MEETS ALL SCSD CC&R'S, BUT MAY NOT MEET IMPERIAL COUNTY TITLE 9 LAND ORDINANCES.

ARCHITECTURAL PLAN REVIEW:

Erick Cervantes: _____ Approved: _____ Disapproved: _____ Date: _____

Israel Gonzales: _____ Approved: _____ Disapproved: _____ Date: _____

Barbara Quiroz _____ Approved: _____ Disapproved: _____ Date: _____

Cody Magee _____ Approved: _____ Disapproved: _____ Date: _____

Lizabeth Flowers _____ Approved: _____ Disapproved: _____ Date: _____

Street Address: 2405 Monterey Ave City: Thermal

Lot# 8 Block# 42 Tract# 525 Zone: R-1

APN: 012-372-008-000 Lot Size: _____

Living Area

Dimensions: Width: _____ Length: _____ Total Square Feet: 1232

Patios

Dimensions: Width: _____ Length: _____ Total Square Feet: ~~711~~ ^{R.R.} 40

Carport or Garage

Dimensions: Width _____ Length: _____ Total Square Feet: 711

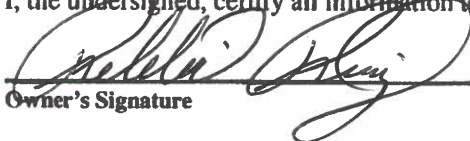
Room Addition

Dimensions: Width _____ Length: _____ Total Square Feet: ~~711~~ ^{R.R.} _____

Mobile/Manufactured/Modular Homes Only

Date of Manufacture: _____ Expected Date of Delivery: _____

I, the undersigned, certify all information to be true and accurate description of my plans and intentions.


Owner's Signature

Robbin Ruiz
Owner's Name (Printed)

760-641-2837
Daytime Phone Number

2405 Monterey Ave Thermal 92274
Address, City, State, Zip Code

A permit must be obtained within 2 years (24 months) from date of approval. If permit is not obtained, you will be required to re-submit for approval

(E) GARAGE CONVERT TO ADU

PROPERTY LINE 125.00

2% SLOPE

2% SLOPE

5'-0"

2% SLOPE

2% SLOPE

25'-0"

2% SLOPE

EXISTING CARPORT

45'-0"

2% SLOPE

50'-0"

2% SLOPE

2% SLOPE

2% SLOPE

2% SLOPE

EXISTING PORCH

2% SLOPE

EXISTING SINGLE STORY HOUSE

2% SLOPE

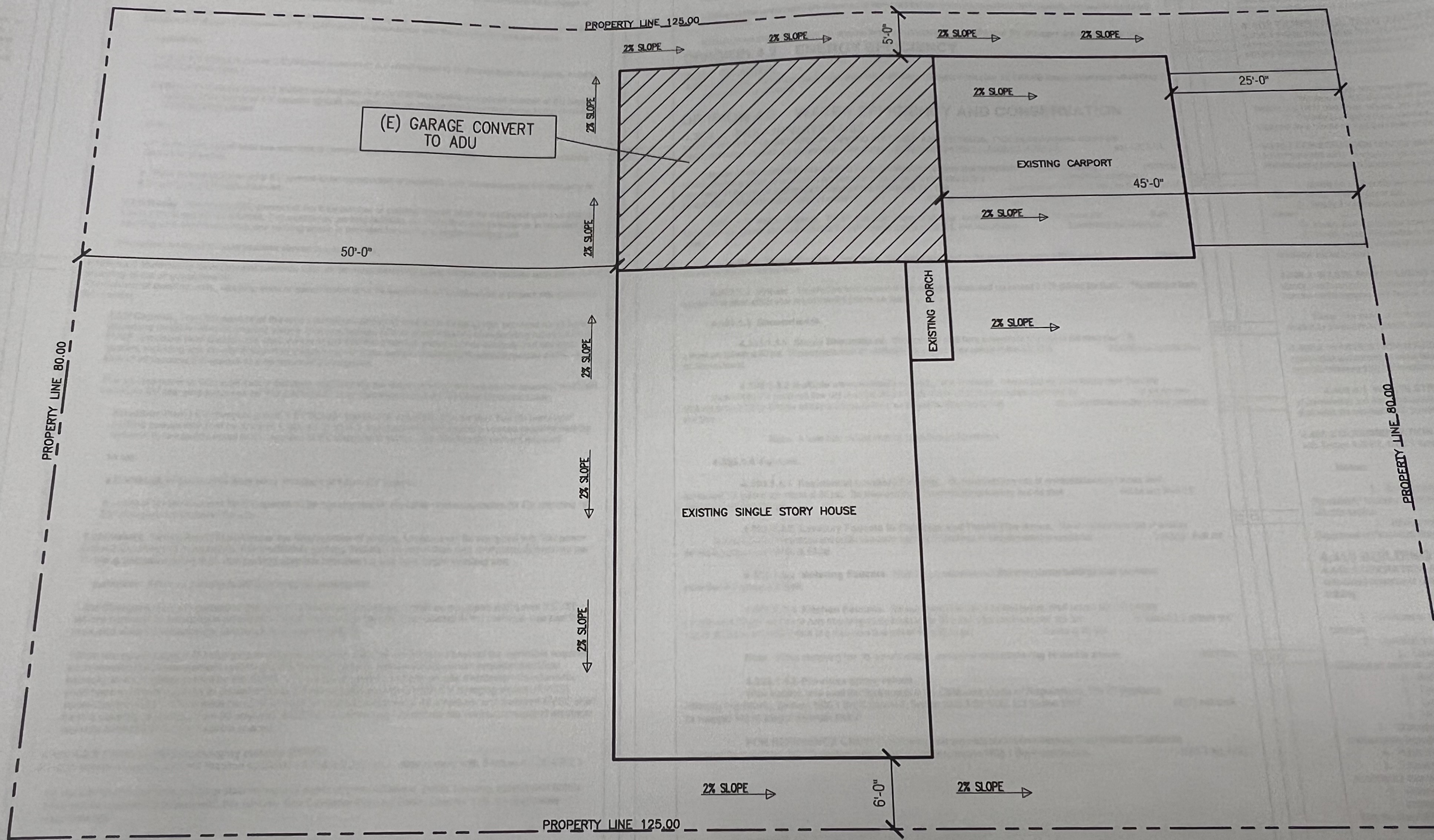
6'-0"

2% SLOPE

PROPERTY LINE 125.00

PROPERTY LINE 80.00

PROPERTY LINE 80.00



DECLARATION OF RESTRICTIONS

TRACT 525

THIS DECLARATION, made this ____ day of ____, 195_ by Salton Heights Development Company, 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. 525, Imperial County, California, as per plat thereof recorded in Book ____, Pages ____, records of said County, and

WHEREAS the Declarant is about to sell, dispose of or convey the lots in said Tract No. 525, 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, 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:

I. That all of the lots in said tract shall be designated as R-1 and shall be used, occupied and improved as single residence lots under the conditions as hereinafter set forth under Zone R-1 Regulations.

II. GENERAL:

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, 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

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.

**SEWAGE
DISPOSAL**

~~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 additional pits are found necessary to properly disperse the fluids and a greater area shall be taken in the front yard and properly connected to that in rear. In the event a lot is used for a multiple unit dwelling, each unit shall be served by a separate septic tank and leeching pit or pits. 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.~~

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

III. RESIDENTIAL ZONE

As used in this declaration, "Residential Zones" means zones R-1, R-2, and R-3.

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**

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

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

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**

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	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	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	Residences shall have complete and approved plumbing installations before occupancy.
TEMPORARY OFFICES	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	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 R-1 REGULATIONS

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

R-1
USES

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

- A private garage with a capacity not to exceed three (3) automobiles.
- A boat repair or storage building for the personal use of the occupant.
- A children's playhouse.
- Lath or greenhouses.
- Tool houses.
- 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:

IMPERIAL COUNTY TITLE 9 REGULATIONS MAY BE USED INSTEAD

FRONT
SETBACK

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

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

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.

III. VEHICLE STORAGE:

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.

IV. SUBDIVISION OF LOTS:

LOT
SPLIT

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.

I. REQUIRED LAND AREA:

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.

AMENDMENT TO DECLARATION OF RESTRICTIONS: (Continued)

ZONE R-2 REGULATIONS:

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

- A. Any use permitted in Zone R-1, except that a private garage may have a capacity of five (5) automobiles.
- B. A two-family residence, not over two stories in height, together with the outbuildings customary to such uses located on the same lot or parcel of land.

2. **BUILDING SETBACKS:**

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

3. **VEHICLE STORAGE:**

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

4. **SUBDIVISION OF LOTS:**

Subdividing lots or parcels of land into smaller areas shall be prohibited for any purposes uses, whether for sale, lease or rent.

5. **REQUIRED LAND AREA:**

A person shall not erect, construct, occupy or use more than one two-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 single family residence.

6. **REQUIRED BUILDING AREA:**

Notwithstanding other requirements imposed by these restrictions 1-A, the Committee of Architecture shall, in two-family residences, 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 addition to a minimum floor area of four hundred (400) square feet of attached garage, attached carport, covered porches, covered contiguous patios, etc.

AMENDMENT TO DECLARATION OF RESTRICTIONS

TRACT NO. 525

THIS AMENDMENT, made by SALTON HEIGHTS DEVELOPMENT CO., a California Corporation, having its principal place of business in the city of Azusa, County of Los Angeles, California, hereinafter referred to as the Declarants,

WHEREAS, the Declarants are the owners of all the lots in that certain tract SALTON HEIGHTS DEVELOPMENT CO., Imperial County, California, as per map recorded in Book 3 at Page 1 of final maps, records of said County, and,

WHEREAS, SALTON HEIGHTS DEVELOPMENT CO., is the Declaration of Restrictions recorded May 6, 1958, in Book 991, Page 167, in Official Records of said County and desires to amend Paragraph I of said Restrictions to read as follows:

- I. Use of Lot 1 of Block 1 and Lot 21 of Block 18 shall be restricted to use for school purposes.
 - A. That Lots 1 through 18, inclusive of Block 12, and Lots 15 through 25, inclusive of Block 4, shall be designated as R-2 multiple residence lots and shall be used, occupied and improved for multiple residence purposes under ZONE R-2 REGULATIONS, which shall be attached to and become part of this amendment.
 - B. That all remaining lots within said tract shall be designated as R-1 and shall be used, occupied, and improved as single residence lots under the conditions as hereinafter set forth under ZONE R-1 REGULATIONS.

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

IN WITNESS WHEREOF, SALTON HEIGHTS DEVELOPMENT CO., has caused its corporate name and seal to be hereunto affixed by its Officers thereunto duly authorized this 13th day of June, 1958.

SALTON HEIGHTS DEVELOPMENT CO.

By _____

By _____

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 HEIGHTS DEVELOPMENT CO. has caused its corporate name and seal to be hereunto affixed by its officers thereunto duly authorized this ____ day of ____, 195__.

(owner) SALTON HEIGHTS DEVELOPMENT CO.

By _____

By _____

LOS ANGELES OFFICE
Room 8003 State Building
107 South Broadway
SAN DIEGO OFFICE
615 Orpheum Theatre Building

EDMUND G. BROWN, Governor
STATE OF CALIFORNIA
Division of Real Estate
W. A. SAVAGE, Commissioner
MAIN OFFICE
1015 L Street, Sacramento 14

SAN FRANCISCO OFFICE
Room 2033, 350 McAllister Street
OAKLAND OFFICE
Room 6040, 1111 Jackson Street
FRESNO OFFICE
Room 3084, State Building
2550 Mariposa Street

~~THIRD AMENDED~~
**FINAL
SUBDIVISION PUBLIC REPORT**

ON
TRACT NO. 525
IMPERIAL COUNTY, CALIFORNIA
RES. NO. 1983-SD

Note—Read This Report Before Buying!

This Report Is Not an Approval or Disapproval of This Subdivision

It reflects information obtained by the Division of Real Estate in its investigation of said tract.

The Commissioner does not regulate or govern the size of parcels, drainage, sanitation, water, and the physical aspects of subdivisions. All such matters are regulated and passed on by the local public bodies and officials.

OCTOBER 25, 1961

SPECIAL NOTES

1. THIS IS A SPECULATIVE SUBDIVISION AND VALUES WILL DEPEND ON GROWTH IN THE AREA. PROMOTION COSTS OF SUCH SUBDIVISIONS ARE ORDINARILY HIGH. AS A RESULT, PURCHASERS SHOULD NOT EXPECT TO BE ABLE TO RESELL THEIR LOTS AT A PROFIT OR EVEN FOR AS MUCH AS THE ORIGINAL SALES PRICES UNTIL OR UNLESS THE AREA DOES DEVELOP.
2. MOST REGULATED FINANCIAL INSTITUTIONS WILL NOT LEND MONEY FOR CONSTRUCTION IN SUCH UNDEVELOPED AREAS.
3. 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.

4. IN MANY INSTANCES MINERAL, OIL, GAS AND WATER RIGHTS ARE RESERVED TOGETHER WITH THE RIGHT OF ENTRY TO PROSPECT FOR AND REMOVE THESE PRODUCTS.
5. ON ALL PROPERTIES BELOW THE MINUS 220-FOOT CONTOUR, FLOODING EASEMENTS IN FAVOR OF THE IMPERIAL IRRIGATION DISTRICT AND IMPERIAL COUNTY EITHER EXIST OR WILL BE REQUIRED BEFORE THE COUNTY WILL ISSUE BUILDING PERMITS.
6. NO SEWAGE DISPOSAL PLANT OR A COMPLETE SEWAGE DISPOSAL SYSTEM THROUGHOUT THESE TRACTS HAS BEEN INSTALLED.
7. ELECTRICITY AND TELEPHONE LINES HAVE BEEN BROUGHT INTO THE AREA BUT THESE SERVICES ARE NOT EXTENDED THROUGHOUT THE TRACTS. EXTENSIONS MAY BE MADE AT PURCHASERS EXPENSE. NO PUBLIC GAS LINES TO THE AREA ARE AVAILABLE.

ADDITIONAL INFORMATION FOLLOWS IN NARRATIVE FORM:

SUBDIVIDER: Salton Heights Development Co., a California corporation.

LOCATION AND SIZE: In Imperial County, on the west side of Salton Sea, between Salton Sea and Highway 99. It is approximately 30 miles southeast of Indio. Approximately 485 acres divided into 1,108 parcels.

STREETS: Streets are to be improved to Imperial County standards and will be maintained by Imperial County.

CLIMATE: This area, as in other California desert areas, is subject to occasional strong winds. In the summer it gets very hot and the nearness to the Salton Sea and irrigated area of Imperial Valley makes Salton City very humid in extreme hot weather.

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 system within the district.

PURCHASE MONEY HANDLING: The subdivider has certified that all moneys will be impounded in Trust Account, Bank of America, Azusa branch, until the contracts of sale are signed and delivered to the purchaser. There are trust deeds in the amounts of \$193,264 and \$304,700 covering all the lots in this subdivision. However, arrangements have been made to release any lot upon full payment of the contract price by a purchaser.

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.

ELECTRICITY: Is not installed to all lots at this time.

GAS: No public gas lines are available.

TELEPHONE: Telephone service is not installed at this time.

NOTE: Considerable expense may be involved to extend any of the above utilities to lots within this subdivision.

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. The Division of Real Estate does not have the 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.

FIRE PROTECTION: The Salton Community Services District has agreed to furnish fire protection. A volunteer fire department has been organized and the subdivider has agreed to install some fire hydrants.

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.

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

FD:ab

Salton Community Services District

Architectural Committee Building Approval Form

Plan# 2113

Chartered by Chapter 59 of 1985 Codes and Laws - state of CA
Plans must conform to covenants, Conditions and Restrictions of tract.

Approved: _____ Disapproved: _____ Date: _____ Expiration Date: _____

Architectural Committee Review Fees:

Existing Building Additions: \$50.00 _____ Check# _____
New Construction: \$50.00 X _____ Check# Cash _____
Sewer Capacity Fee: \$1000.00 _____ Check# _____
Sewer Connection Fee: \$2700.00 _____ Check# _____ (Deposit) _____

(Capacity Fee/Connection Fee Payable at time of sewer connection. Plan Approval fee and Developer fee due at time of plan submission)
THIS APPROVAL MEETS ALL SCSD CC&R'S, BUT MAY NOT MEET IMPERIAL COUNTY TITLE 9 LAND ORDINANCES.

ARCHITECTURAL PLAN REVIEW:

Erick Cervantes: _____ Approved: _____ Disapproved: _____ Date: _____
Israel Gonzales: _____ Approved: _____ Disapproved: _____ Date: _____
Barbara Quiroz _____ Approved: _____ Disapproved: _____ Date: _____
Cody Magee _____ Approved: _____ Disapproved: _____ Date: _____
Lizabeth Flowers _____ Approved: _____ Disapproved: _____ Date: _____

Street Address: 2764 DIONE AVE City: Thermal

Lot# 7 Block# 16 Tract# 767 Zone: P-1
APN: 008-672-007-003 Lot Size: 11,158 S.F.

Living Area 45' 30'
Dimensions: Width: 45' Length: 30' Total Square Feet: 1,755

Patio PORCH
Dimensions: Width: 8' Length: 12 Total Square Feet: 96

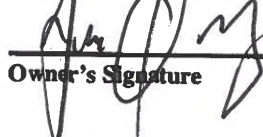
Carport or Garage
Dimensions: Width: 21 Length: 21 Total Square Feet: 441

Room Addition
Dimensions: Width: _____ Length: _____ Total Square Feet: _____

Mobile/Manufactured/Modular Homes Only

Date of Manufacture: _____ Expected Date of Delivery: _____

I, the undersigned, certify all information to be true and accurate description of my plans and intentions.

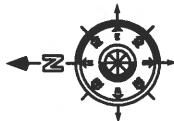
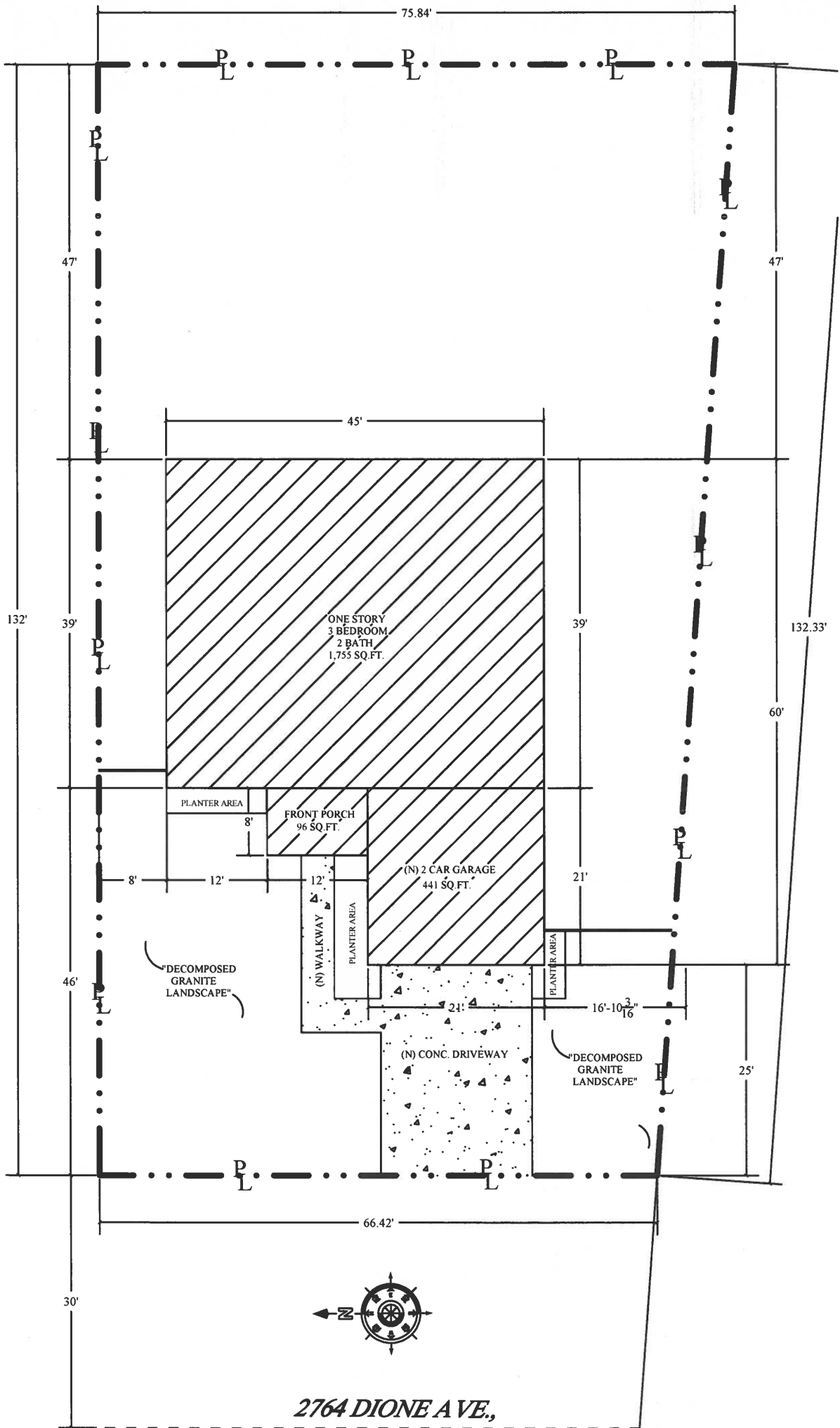
Owner's Signature 

Jenrey Penel Dominguez 4-30-24
Owner's Name (Printed) Daytime Phone Number

310-420-3353

Address, City, State, Zip Code

A permit must be obtained within 2 years (24 months) from date of approval. If permit is not obtained, you will be required to re-submit for approval



RECORDING REQUESTED BY
Title Insurance and Trust Company

61
JOHN W. LEBERSON

DECLARATION OF RESTRICTIONS
TRACT NO. 766, COUNTY OF IMPERIAL

THIS DECLARATION, made this 25th day of October, 1966, by
GRAYCO LAND ESCROW, LTD., a Corporation Trustee, having its principal
place of business in the City of Pasadena, Los Angeles County, California,
hereinafter referred to as the Declarant.

WHEREAS, the Declarant is the owner of that certain Tract No. 766,
Imperial County, California, as per plat thereof recorded in Book 11
Pages _____, Final Maps, Records of said County, and

WHEREAS, the Declarant is about to sell, dispose of, or convey the
lots in said Tract No. 766, 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
hold, 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:

I. GENERAL

That all lots shall be designated as single family residence lots and
shall be improved, used, and occupied under the conditions set forth
under Zone R-1 Regulations.

In the event that any of the provisions of this Declaration conflict with any of
the sections of Ordinance No. 219, County of Imperial, the more restrictive
of the two shall govern.

3

In the event that any of the provisions of this Declaration conflict with any of the Sections of Ordinance No. 249, County of Imperial, the more restrictive of the two shall govern.

II. COMMITTEE OF ARCHITECTURE

- 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 checkbook fee in the amount of five dollars (\$5.00) have first been delivered to and approved in writing by any two (2) members of a "Committee of Architecture" which shall initially be composed of Joe D. Brown, Daniel Weber, and Robert Calhoun, provided that any vacancy on such committee caused by death, resignation, or disability to serve shall be filled on the nomination of GRAYCO LAND ESCROW, LTD. It shall be the purpose of this committee to provide for the maintenance of a high standard of architecture and construction in such manner as to enhance the aesthetic properties of the developed subdivision. Notwithstanding other requirements imposed, this committee shall require not less than twelve hundred square feet (1,200) 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 two-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. All structures shall conform to the requirements of the Uniform Building Code, Uniform Plumbing Code, and the National Electric Code, current editions.

MAY 19 1967

92

AUXILIARY USES

- 2. 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", and also upon the granting of a conditional use permit by the County Planning Commission.
- 3. The following auxiliary uses, if they do not alter the character of the premises as single family residences:

FENCES

- a. 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.
- b. Fences, walls, or hedges may be erected, started, or maintained to a height of 7' 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 set-back area of a lot in excess of 4' above the adjacent grade.

FRONT YARD SETBACK

B. BUILDING SETBACKS:

- 1. Front yard setbacks shall conform to a minimum depth of twenty-five feet (25') and a maximum depth of thirty-five feet (35') from the front property line to the furthest structural projection, including eaves, overhangs, porches, or any building or structure.

SIDE YARD SETBACK

- 2. A side yard shall be maintained of at least five feet (5') in depth from all side property lines to the building line of any structure, with a minimum clearance of thirty inches (30") from eaves or other projections to the side property line. EXCEPT on corner lots which shall maintain a minimum setback of twelve feet (12') or a maximum thirty-five feet (35') from the side street line. 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 of twelve inches (12") clearance from the side property line to eaves or other projections, when the auxiliary building or structure is a minimum of twenty feet (20') to the rear of the front wall of the residence nearest the street if attached, or forty feet (40') to the rear of the residence nearest the street, if detached.

MAY 19 1967

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 (90) 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

L. Residences shall have complete and approved plumbing installations before occupancy. Such plumbing shall conform to the requirements of the Uniform Plumbing Code, current edition.

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 (1) 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 one (1) 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 rear alley line on regular collection days for a period not to exceed eighteen (18) hours, prior to pick-up.

ZONE R-1 REGULATIONS

R-1 ZONE
USES

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

1. A single family residence, together with outbuildings customary to such use, located on the same lot or parcel of land, including:
 - 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 childrens' playhouse.
 - d. Lath or greenhouse.
 - e. Tool houses.
 - f. Hobby shops not used commercially.

MAY 19 1967

92

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 deviations from these restrictions imposed by this declaration, when such exceptions, variances, and deviations do, in no way, detract from the appearance of the premises, nor in anyway 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".

III. RESIDENTIAL ZONE - GENERAL

DEFINITION
"RESIDENTIAL
ZONE"

A. As used in this declaration, "Residential Zone" means Zone R-1 as defined in Ordinance No. 249, County of Imperial, unless otherwise stated in this declaration.

USE OF
PREMISES

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.

ADVERTISING

E. No person shall cause to be erected a sign, advertisement billboard, or advertising structure of any kind on any of the unimproved 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 setback of the lot.

TEMPORARY
BUILDINGS

F. No temporary building, basement, cellar, tent, shack, garage, barn, or other outbuilding or structure shall, at any time, be used for human habitation, temporarily or permanently.

MAY 19 1967

92

**REAR YARD
SETBACK**

3. A rear yard shall be maintained of at least twenty-five feet (25') from the property line to the furthest structural projection, excepting fences, walls, and hedges when used as a boundary line separation.

**VEHICLE
STORAGE**

C. 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 space conveniently accessible from the street or alley. This space shall be of sufficient capacity so as to not exceed maximum vehicle storage requirements as outlined above.

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 LAND AREA:

A person shall not erect, construct, occupy, or use more than one (1) single family residence on any parcel of land or lot.

F. BUILDING HEIGHT LIMITATION:

All structures shall be of one-level construction unless otherwise provided for under GENERAL of these restrictions.

PROVIDED, FURTHER, that if any paragraph, section, sentence, clause, or phrase of the restrictions, conditions, and covenants here 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 proceedings at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants, and/or restrictions and either prevent him or them from so doing or to recover damages or other dues for such violation.

MAY 19 1967

92

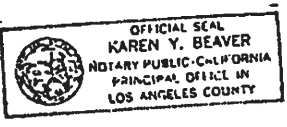
PROVIDED, FURTHER, that a breach of any of the foregoing conditions, covenants, and/or restrictions shall not defeat or render invalid the lien of any mortgage, or deed of trust in good faith, and for value, as to said property or any part thereof; but such conditions, covenants, and/or restrictions 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, GRAYCO LAND ESCROW, LTD. has caused its corporate name and seal to be hereunto affixed by its officers thereunto duly authorized this 9 day of May, 1967.

GRAYCO LAND ESCROW, LTD.

By Robert A. Gray
Robert A. Gray

Subscribed and sworn to before me this
9th day of May 1967
Karen Y. Beaver Notary Public
State of California - Principal Office, Los Angeles County
KAREN Y. BEAVER
My Commission Expires Feb. 23, 1970



Dated: May 18, 1967

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS.
On May 18, 1967 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert A. Gray known to me to be the President, and Secretary of the Corporation that executed the within instrument, known to me to be the person who executed the within instrument, and I have read the contents of the within instrument and I hereby certify that the within instrument was executed by the within instrument.



KAREN Y. BEAVER
My Commission Expires Feb. 23, 1970
Name (Typed or Printed)

92
JOHN W. HENNINGSON
RECORDED

57 MAY 19 PM 2:16
BOOK 1245 PAGE 959
INDEXED

MAY 19 1967

92

4680

Salton Community Services District

Architectural Committee Building Approval Form

Plan# 3114

Chartered by Chapter 59 of 1985 Codes and Laws – state of CA
Plans must conform to covenants, Conditions and Restrictions of tract.

Approved: _____ Disapproved: _____ Date: _____ Expiration Date: _____

Architectural Committee Review Fees:

Existing Building Additions:	\$50.00	<input checked="" type="checkbox"/>	Check#	_____
New Construction:	\$50.00	<input checked="" type="checkbox"/>	Check#	<u>Cash</u>
Sewer Capacity Fee:	\$1000.00	<input checked="" type="checkbox"/>	Check#	_____
Sewer Connection Fee:	\$2700.00	<input checked="" type="checkbox"/>	Check#	_____ (Deposit) _____

(Capacity Fee/Connection Fee Payable at time of sewer connection. Plan Approval fee and Developer fee due at time of plan submission)
THIS APPROVAL MEETS ALL SCSO CC&R'S, BUT MAY NOT MEET IMPERIAL COUNTY TITLE 9 LAND ORDINANCES.

ARCHITECTURAL PLAN REVIEW:

Erick Cervantes: _____ Approved: _____ Disapproved: _____ Date: _____

Israel Gonzales: _____ Approved: _____ Disapproved: _____ Date: _____

Barbara Quiroz _____ Approved: _____ Disapproved: _____ Date: _____

Cody Magee _____ Approved: _____ Disapproved: _____ Date: _____

Lizabeth Flowers _____ Approved: _____ Disapproved: _____ Date: _____

Street Address: 1220 Indian Ocean Ave City: Thermal CA

Lot# 10 Block# 2 Tract# 766 Zone: R1
APN: 008-631-010-000 Lot Size: 9742

Living Area

Dimensions: Width: 44 Length: 30 Total Square Feet: 1320

~~Patio~~ porch 9'-7" 6' 58

Dimensions: Width: 21 Length: 24 Total Square Feet: 504

Carport or Garage

Dimensions: Width 21 Length: 24 Total Square Feet: 504

~~Patio NO~~
Porch SQFT 58
Total Home
SQFT- 1378

Room Addition

Dimensions: Width _____ Length: _____ Total Square Feet: _____

Mobile/Manufactured/Modular Homes Only

Date of Manufacture: _____ Expected Date of Delivery: _____

I, the undersigned, certify all information to be true and accurate description of my plans and intentions.



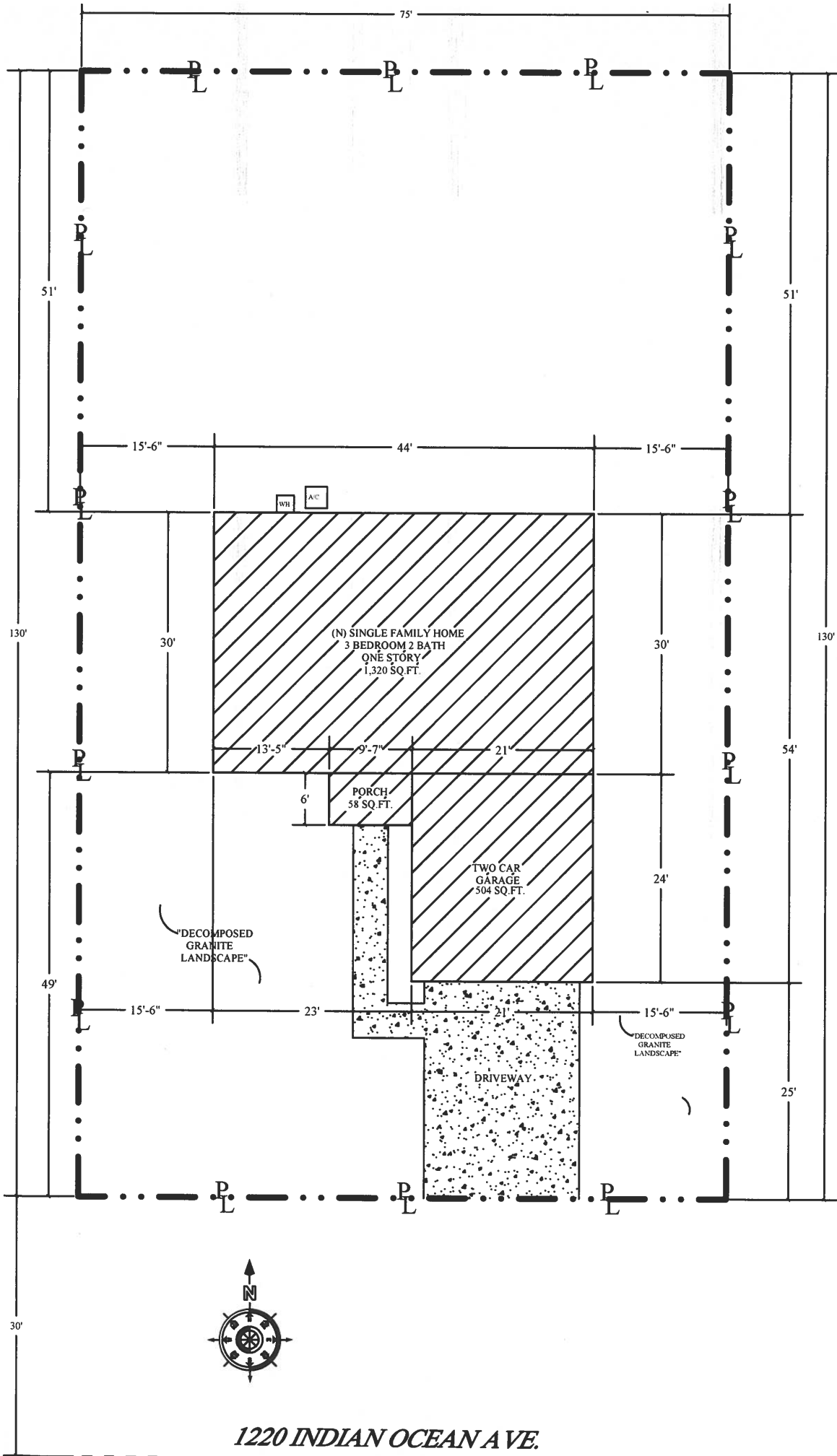
Jeverly Perez Dominguez
Owner's Name (Printed)

4-30-24
Daytime Phone Number

310-420-3353

Address, City, State, Zip Code _____

A permit must be obtained within 2 years (24 months) from date of approval. If permit is not obtained, you will be required to re-submit for approval



RECORDING REQUESTED BY
Title Insurance and Trust Company

61
JOHN W. JOHNSON

DECLARATION OF RESTRICTIONS
TRACT NO. 766, COUNTY OF IMPERIAL

NOV 22 PH 3:43

THIS DECLARATION, made this 25th day of October, 1966, by GRAYCO LAND ESCROW, LTD., a Corporation Trustee, having its principal place of business in the City of Pasadena, Los Angeles County, California, hereinafter referred to as the Declarant.

WHEREAS, the Declarant is the owner of that certain Tract No. 766, Imperial County, California, as per plat thereof recorded in Book 11, Pages 10, Final Maps, Records of said County, and

WHEREAS, the Declarant is about to sell, dispose of, or convey the lots in said Tract No. 766, 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:

I. GENERAL.

That all lots shall be designated as single family residence lots and shall be improved, used, and occupied under the conditions set forth under Zone R-1 Regulations.

In the event that any of the provisions of this Declaration conflict with any of the sections of Ordinance No. 249, County of Imperial, the more restrictive of the two shall govern.

(3)

NOV 22 1966

61

680
L. J. JOHNSON

II. COMMITTEE OF ARCHITECTURE

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 first been delivered to and approved in writing by any two (2) members of a "Committee of Architecture" which shall initially be composed of Joe D. Brown, Daniel Weber, and Robert Calhoun, provided that any vacancy on such committee caused by death, resignation, or disability to serve shall be filled on the nomination of GRAYCO LAND ESCROW, LTD. . It shall be the purpose of this committee to provide for the maintenance of a high standard of architecture and construction in such manner as to enhance the aesthetic properties of the developed subdivision. Notwithstanding other requirements imposed, this committee shall require not less than twelve hundred square feet (1,200) 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 two-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. All structures shall conform to the requirements of the Uniform Building Code, Uniform Plumbing Code, and the National Electric Code, current editions.

NOV 22 1966

30

61

- 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 deviations from these restrictions imposed by this declaration, when such exceptions, variances and deviations do, in no way, detract from the appearance of the premises, nor in anyway 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".

III. RESIDENTIAL ZONE - GENERAL

DEFINITION
"RESIDENTIAL
ZONE"

- A. As used in this declaration, "Residential Zone" means Zone R-1 as defined in Ordinance No. 249, County of Imperial, unless otherwise stated in this declaration.

USE OF
PREMISES

- 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.

ADVERTISING

- E. No person shall cause to be erected a sign, advertisement billboard or advertising structure of any kind on any of the unimproved 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 setback of the lot.

TEMPORARY
BUILDINGS

- F. No temporary building, 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 (90) days.

36

NOV 22 1966

61

BUILDING
EXTERIOR

II. 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. Such plumbing shall conform to the requirements of the Uniform Plumbing Code, current edition.

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 (1) 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 one (1) 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 rear alley line on regular collection days for a period not to exceed eighteen (18) hours, prior to pick-up.

ZONE R-1 REGULATIONS

R-1 ZONE
USES

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

1. A single family residence, together with outbuildings customary to such use, located on the same lot or parcel of land, including:
 - 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 childrens' playhouse.
 - d. Lath or greenhouse.
 - e. Tool houses.
 - f. Hobby shops not used commercially.

2. 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", and also upon the granting of a conditional use permit by the County Planning Commission.

AUXILIARY
USES

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

NOV 22 1966

30

61

FENCES

- b. 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 set-back area of a lot in excess of 12" above the adjacent grade.

FRONT YARD SETBACK

B. BUILDING SETBACKS:

SIDE YARD SETBACK

- 1. 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 or any building or structure.
- 2. 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 twelve (12) 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 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.
- 3. A rear yard shall be maintained of at least twenty-five (25) feet from the property line to the furthest structural projection, excepting fences, walls, and hedges when used as a boundary line separation.

REAR YARD SETBACK

VEHICLE STORAGE

C. 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 space conveniently accessible from the street or alley. This space shall be of sufficient capacity so as to not exceed maximum vehicle storage requirements as outlined above.

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 LAND AREA:

A person shall not erect, construct, occupy, or use more than one (1) single family residence on any parcel of land or lot.

F. BUILDING HEIGHT LIMITATION:

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

NOV 22 1966

32

61

613

PROVIDED, FURTHER, that if any paragraph, section, sentence, clause, or phrase of the restrictions, conditions, and covenants here 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.

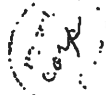
PROVIDED, FURTHER, that if any owner of any lot in said property or his heirs, or assigns, shall violate or attempt to violate any of the conditions, covenants and/or restrictions herein, it shall be lawful for any other person, or persons, owning any other lots in said property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants, and/or restrictions and either 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, GRAYCO LAND ESCROW, LTD. has caused its corporate name and seal to be hereunto affixed by its officers thereunto duly authorized this 31 day of October, 1966.

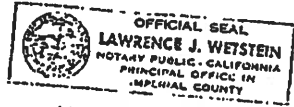
GRAYCO LAND ESCROW, LTD.

By Robert A. Gray
Robert A. Gray



-6-

TO 440 C
(Corporation)
STATE OF CALIFORNIA
COUNTY OF Imperial
On October 31, 1966 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert A. Gray known to me to be the President of the corporation and known to me to be the Secretary of the corporation that executed the within instrument, and acknowledged in me that such corporation exists, and that the within instrument purports to be a resolution of its board of directors.
WITNESS my hand and official seal.
Signature Lawrence J. Wetstein
Lawrence J. Wetstein
Name (Typed or Printed)



LAWRENCE J. WETSTEIN
My Commission Expires May 1, 1970
(This area for official notarial seal)

30

NOV 22 1966

61

Salton Community Services District

Architectural Committee Building Approval Form

Plan# 315

Chartered by Chapter 59 of 1985 Codes and Laws – state of CA
Plans must conform to covenants, Conditions and Restrictions of tract.

Approved: _____ Disapproved: _____ Date: _____ Expiration Date: _____

Architectural Committee Review Fees:

Existing Building Additions: \$50.00 _____ Check# _____
New Construction: \$50.00 X ~~Check#~~ Cash
Sewer Capacity Fee: \$1000.00 _____ Check# _____
Sewer Connection Fee: \$2700.00 _____ Check# _____ (Deposit) _____

(Capacity Fee/Connection Fee Payable at time of sewer connection. Plan Approval fee and Developer fee due at time of plan submission)
THIS APPROVAL MEETS ALL SCSO CC&R'S, BUT MAY NOT MEET IMPERIAL COUNTY TITLE 9 LAND ORDINANCES.

ARCHITECTURAL PLAN REVIEW:

Erick Cervantes: _____ Approved: _____ Disapproved: _____ Date: _____
Israel Gonzales: _____ Approved: _____ Disapproved: _____ Date: _____
Barbara Quiroz _____ Approved: _____ Disapproved: _____ Date: _____
Cody Magee _____ Approved: _____ Disapproved: _____ Date: _____
Lizabeth Flowers _____ Approved: _____ Disapproved: _____ Date: _____

Street Address: 1218 INDIAN OCEAN AVE City: Thermal

Lot# 11 Block# 2 Tract# 766 Zone: R1
APN: 008-631-011-000 Lot Size: 9,710

Living Area

Dimensions: Width: 38' Length: 25' Total Square Feet: 950

Patio porch

Dimensions: Width: 13'-8" Length: 6' Total Square Feet: 82

Carport or Garage

Dimensions: Width 21' Length: 21 Total Square Feet: 441

Room Addition

Dimensions: Width _____ Length: _____ Total Square Feet: _____

Mobile/Manufactured/Modular Homes Only

Date of Manufacture: _____ Expected Date of Delivery: _____

I, the undersigned, certify all information to be true and accurate description of my plans and intentions.


Owner's Signature

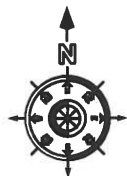
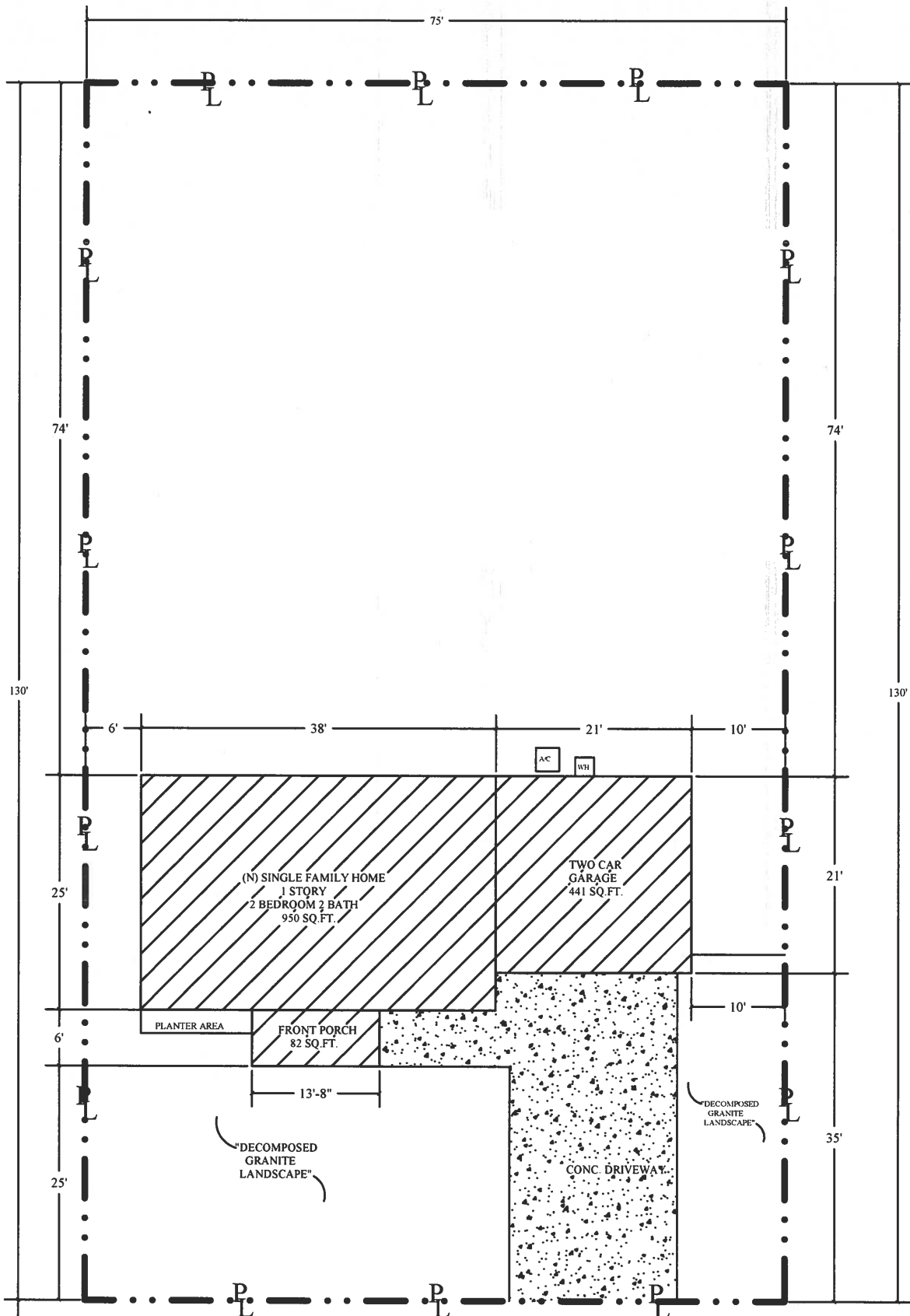
Jennifer Perez Dominguez
Owner's Name (Printed)

4-30-24-
Daytime Phone Number

310-420-3353

Address, City, State, Zip Code

A permit must be obtained within 2 years (24 months) from date of approval. If permit is not obtained, you will be required to re-submit for approval



1220 INDIAN OCEAN AVE

STREET WIDTH 60 FEET

RECORDING REQUESTED BY
Title Insurance and Trust Company

61
JOHN P. JOHNSON

DECLARATION OF RESTRICTIONS
TRACT NO. 766, COUNTY OF IMPERIAL

NOV 22 PH 3:43

THIS DECLARATION, made this 25th day of October, 1966, by GRAYCO LAND ESCROW, LTD., a Corporation Trustee, having its principal place of business in the City of Pasadena, Los Angeles County, California, hereinafter referred to as the Declarant.

WHEREAS, the Declarant is the owner of that certain Tract No. 766, Imperial County, California, as per plat thereof recorded in Book 11, Pages 10, Final Maps, Records of said County, and

WHEREAS, the Declarant is about to sell, dispose of, or convey the lots in said Tract No. 766, 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:

I. GENERAL.

That all lots shall be designated as single family residence lots and shall be improved, used, and occupied under the conditions set forth under Zone R-1 Regulations.

In the event that any of the provisions of this Declaration conflict with any of the sections of Ordinance No. 249, County of Imperial, the more restrictive of the two shall govern.

3

NOV 22 1966

61

680
Lester

II. COMMITTEE OF ARCHITECTURE

- 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 first been delivered to and approved in writing by any two (2) members of a "Committee of Architecture" which shall initially be composed of Joe D. Brown, Daniel Weber, and Robert Calhoun, provided that any vacancy on such committee caused by death, resignation, or disability to serve shall be filled on the nomination of GRAYCO LAND ESCROW, LTD. It shall be the purpose of this committee to provide for the maintenance of a high standard of architecture and construction in such manner as to enhance the aesthetic properties of the developed subdivision. Notwithstanding other requirements imposed, this committee shall require not less than twelve hundred square feet (1,200) 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 two-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. All structures shall conform to the requirements of the Uniform Building Code, Uniform Plumbing Code, and the National Electric Code, current editions.

NOV 22 1966

3a

61

- 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 deviations from these restrictions imposed by this declaration, when such exceptions, variances and deviations do, in no way, detract from the appearance of the premises, nor in anyway 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".

III. RESIDENTIAL ZONE - GENERAL

DEFINITION
"RESIDENTIAL
ZONE"

- A. As used in this declaration, "Residential Zone" means Zone R-1 as defined in Ordinance No. 249, County of Imperial, unless otherwise stated in this declaration.

USE OF
PREMISES

- 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.

ADVERTISING

- E. No person shall cause to be erected a sign, advertisement billboard or advertising structure of any kind on any of the unimproved 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 setback of the lot.

TEMPORARY
BUILDINGS

- F. No temporary building, 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 (90) days.

36

NOV 22 1966

61

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. Such plumbing shall conform to the requirements of the Uniform Plumbing Code, current edition.

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 (1) 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 one (1) 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 rear alley line on regular collection days for a period not to exceed eighteen (18) hours, prior to pick-up.

ZONE R-1 REGULATIONS

R-1 ZONE
USES

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

1. A single family residence, together with outbuildings customary to such use, located on the same lot or parcel of land, including:
 - 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 childrens' playhouse.
 - d. Lath or greenhouse.
 - e. Tool houses.
 - f. Hobby shops not used commercially.

2. 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", and also upon the granting of a conditional use permit by the County Planning Commission.

AUXILIARY
USES

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

NOV 22 1966

30

61

FENCES

b. 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 set-back area of a lot in excess of 12" above the adjacent grade.

FRONT YARD SETBACK

B. BUILDING SETBACKS:

1. 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 or any building or structure.
2. 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 twelve (12) 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 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.
3. A rear yard shall be maintained of at least twenty-five (25) feet from the property line to the furthest structural projection, excepting fences, walls, and hedges when used as a boundary line separation.

SIDE YARD SETBACK

REAR YARD SETBACK

VEHICLE STORAGE

C. 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 space conveniently accessible from the street or alley. This space shall be of sufficient capacity so as to not exceed maximum vehicle storage requirements as outlined above.

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 LAND AREA:

A person shall not erect, construct, occupy, or use more than one (1) single family residence on any parcel of land or lot.

F. BUILDING HEIGHT LIMITATION:

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

NOV 22 1966

32

61

PROVIDED, FURTHER, that if any paragraph, section, sentence, clause, or phrase of the restrictions, conditions, and covenants here 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 proceedings at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants, and/or restrictions and either 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, GRAYCO LAND ESCROW, LTD. has caused its corporate name and seal to be hereunto affixed by its officers thereunto duly authorized this 31 day of October, 1966.

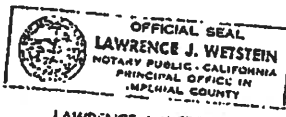
GRAYCO LAND ESCROW, LTD.

By Robert A. Gray
Robert A. Gray



NOV 22 1966

TO WHOM IT MAY COME
(Corporation)
STATE OF CALIFORNIA
COUNTY OF Imperial
On October 31, 1966
I, Lawrence J. Wetstein, Notary Public in and for said State, personally appeared Robert A. Gray known to me to be the President of the Grayco Land Escrow, Ltd. a corporation and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation was then the author of the instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.
Lawrence J. Wetstein
Lawrence J. Wetstein
Name (Typed or Printed)



LAWRENCE J. WETSTEIN
My Commission Expires May 1, 1970
(This area for official notarial seal)

30

61

Salton Community Services District

Architectural Committee Building Approval Form

Plan# 3016

Chartered by Chapter 59 of 1985 Codes and Laws - state of CA
Plans must conform to covenants, Conditions and Restrictions of tract.

Approved: _____ Disapproved: _____ Date: _____ Expiration Date: _____

Architectural Committee Review Fees:

Existing Building Additions: \$50.00	<input checked="" type="checkbox"/>	Check# _____
New Construction: \$50.00	_____	Check# _____
Sewer Capacity Fee: \$1000.00	_____	Check# _____
Sewer Connection Fee: \$2700.00	_____	Check# _____ (Deposit) _____

(Capacity Fee/Connection Fee Payable at time of sewer connection, Plan Approval fee and Developer fee due at time of plan submission)
THIS APPROVAL MEETS ALL SCSD CC&R'S, BUT MAY NOT MEET IMPERIAL COUNTY TITLE 9 LAND ORDINANCES.

ARCHITECTURAL PLAN REVIEW:

Erick Cervantes: _____ Approved: _____ Disapproved: _____ Date: _____

Israel Gonzales: _____ Approved: _____ Disapproved: _____ Date: _____

John Connelly _____ Approved: _____ Disapproved: _____ Date: _____

Cody Magee _____ Approved: _____ Disapproved: _____ Date: _____

Lizabeth Flowers _____ Approved: _____ Disapproved: _____ Date: _____

Street Address: 84 La Jolla City: Thermal

Lot# 1 Block# 9 Tract# DS Unit No 2 Zone: DESERT SHORES
APN: 001-135-008 Lot Size: 6775 sq.ft

Living Area

Dimensions: Width: 14 Length: 60 Total Square Feet: 840

Patios

Dimensions: Width: 14 Length: 30 Total Square Feet: 420

Carpport or Garage

Dimensions: Width _____ Length: _____ Total Square Feet: _____

Room Addition

Dimensions: Width _____ Length: _____ Total Square Feet: _____

Mobile/Manufactured/Modular Homes Only

Date of Manufacture: 01/01/2018 Expected Date of Delivery: _____

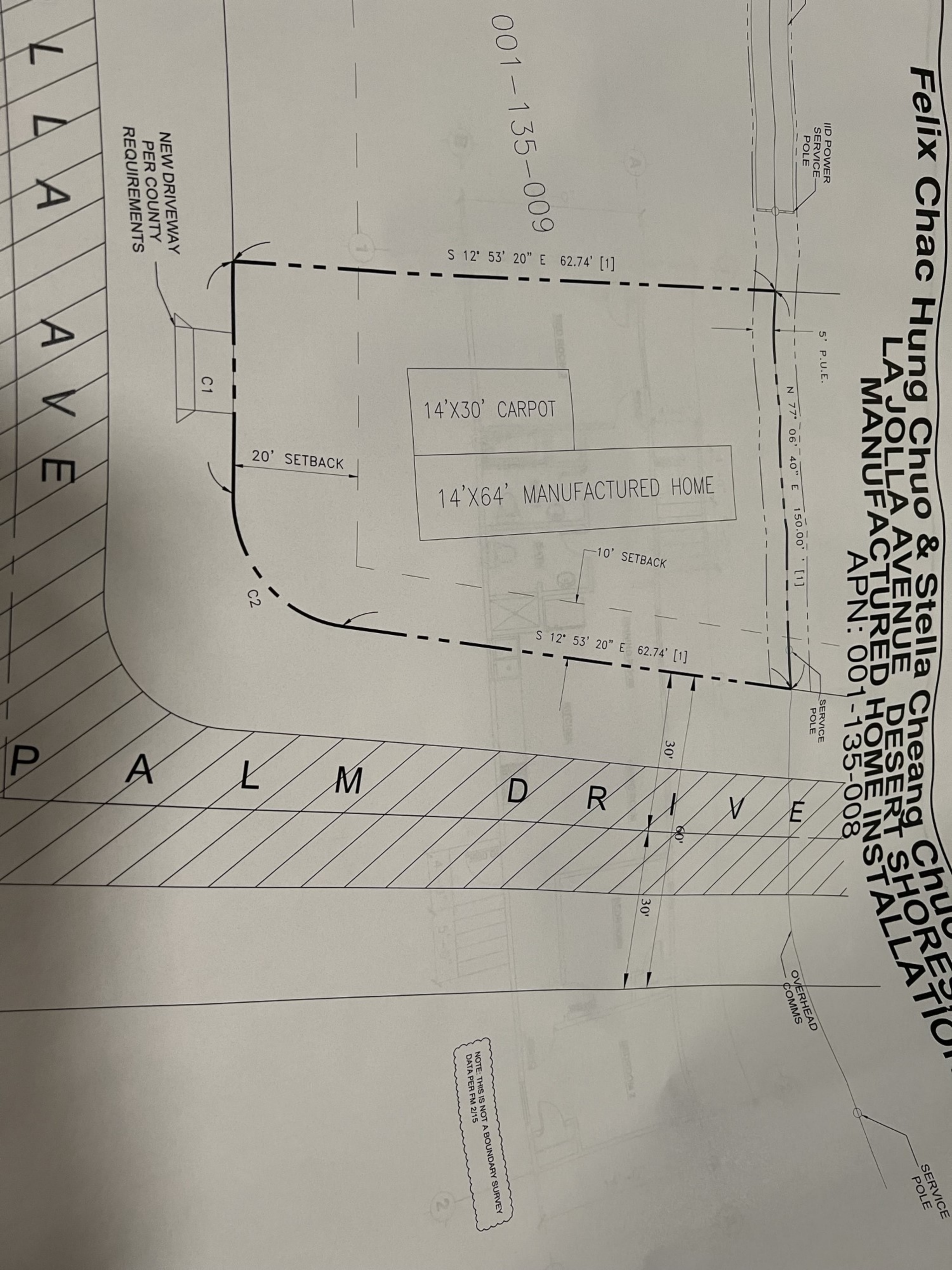
I, the undersigned, certify all information to be true and accurate description of my plans and intentions.

[Signature] _____ STELLA CHUO _____ 760-200-7039
 Owner's Signature Owner's Name (Printed) Daytime Phone Number

84 LA JOLLA AVE THERMAL CA 92274
Address, City, State, Zip Code

A permit must be obtained within 2 years (24 months) from date of approval. If permit is not obtained, you will be required to re-submit for approval

Felix Chac Hung Chuo & Stella Cheang Chuo RESTORATION
LA JOLLA AVENUE DESERT HOME IN STALLA
MANUFACTURED HOME
 APN: 001-135-008



NOTE: THIS IS NOT A BOUNDARY SURVEY
 DATA PER FM 215

DECLARATION OF PROTECTIVE RESTRICTIONS

DESERT SHORES UNIT NO. 2

THIS DECLARATION OF PROTECTIVE RESTRICTIONS, CONDITIONS, COVENANTS, ~~RESTRICTIONS~~, LIMITATIONS LIENS AND CHARGES made this 26th day of June, 1956 by DESERT SHORES INVESTMENT CORPORATION, a California Corporation or its successors in interest, as "Declarant".

THAT WHEREAS, the undersigned, DESERT SHORES INVESTMENT CORPORATION, a California Corporation, is the owner and holder of that certain real property situated in the County of Imperial, State of California, described as follows:

Lots 1 to 17, both inclusive, Block 1; Lots 1 to 15, both inclusive, Block 2; Lots 1 to 5, both inclusive, Block 3; Lots 1 to 7, both inclusive, Block 4; Lots 1 to 14, both inclusive, Block 5; Lots 1 to 18, both inclusive, Block 6; Lots 1 to 17, both inclusive, Block 7; Lots 1 to 16, both inclusive, Block 8; Lots 1 to 14, both inclusive, Block 9; Lots 1 to 11, both inclusive, Block 10; Lots 1 to 20, both inclusive, Block 11; Lots 1 to 20, both inclusive, Block 12; Lots 1 to 10, both inclusive, Block 13; Lots 1 to 14, both inclusive, Block 14; Lots 1 to 6, both inclusive, Block 15, DESERT SHORES UNIT NO. 2, being a subdivision of a portion of the East half of Section 9, Township 9 South, Range 9 East, SBEM, plat of which is hereto attached.

WHEREAS, the lots may be improved by the construction thereon of single family residences, as hereinafter set forth, together with garages and other improvements, and

WHEREAS, the parties hereto mutually desire to restrict the use and occupancy of said real property and each and every lot or parcel thereof, and to subject the same to other restrictions herein contained,

NOW THEREFORE, in consideration of the premises and of the advantages derived by each of the parties hereto by the making of this Declaration, and further, in consideration of the benefits which will accrue to said real property and to each and every parcel thereof,

IT IS HEREBY MUTUALLY COVENANTED, AGREED AND DECLARED THAT said land and each and every part and parcel thereof shall, from and after the date hereof, be subject to the following restrictions, covenants and declarations, which shall apply to and be binding upon the parties hereto, and each of their successors and assigns, as follows:

1. That each and every lot in the tract shall be designated, sold and used for a residential lot; that each and every residential lot in the tract shall be used for private dwellings and a private garage for not more than two cars. No temporary structure shall be erected or constructed upon any of the residential lots of said tract, except for use in connection with the actual construction of a permanent residential building on said lot, but in no event shall said temporary structure remain on any lot in said tract for a period of time in excess of that period of time customarily required to construct such permanent dwelling together with garage and customary outbuildings. No trailer, basement, tent, shack, barn or other outbuilding, except a garage appurtenant to a residential dwelling, shall be erected in the tract at any time. No frame buildings shall be erected and have their exteriors remain unpainted for more than one month. All dwellings and garages in Unit No. 2 shall be single story structures, except that on the following lots two (2) story dwellings and/or garages may be erected: Lot 17, Block 1; Lots 9, 10 and 11, Block 11; Lot 11, Block 10; Lots 11 to 20, both inclusive, Block 12; Lots 6 to 10, both inclusive, Block 13; Lots 7 and 8, Block 14 and Lot 6, Block 15.

2
33
34
35
36
37
AUG 23 1956

2. That no building shall be erected on any lot nearer than 20 feet to the front lot line and no building shall be erected on any lot nearer than 5 feet to either side lot line except on corners where no building shall be erected on any lot nearer than 10 feet to the street lot line.
3. That no fence, wall or hedge shall be erected, planted or maintained across the width of any lot excepting at the front building set back line and/or extending along either side lot line and shall not extend nearer than six feet to the rear lot line and that any rear fence, wall or hedge shall be built or planted parallel with the rear lot line and six feet distant therefrom.
4. That no single family residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet, not a width of less than 60 feet at the front building setback line.
5. That no noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
6. That no existing structures shall be moved into this tract and established on any residential lot without the written permission of the vendor first had and obtained.
7. That no single family dwelling shall be erected or placed or maintained on any lot in said tract having a ground floor square foot area of less than 600 square feet exclusive of basement, porches, patios and garages.
8. The proposed designs for all buildings shall be submitted for approval to the Desert Shores Investment Corporation.
9. That these covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1st, 1975 unless at any time by a vote of the majority of the lots, as evidenced by title of record, it is agreed to nullify, change or void the covenants in whole or in part. In the event no change has been made the covenants shall automatically be extended for successive periods of ten (10) years unless and until any changes have been made.
10. That if the parties hereto or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent or enjoin him or them from so doing or to recover damages or other dues for such violation.
11. That if any provisions of these covenants or restrictions be declared invalid or unenforceable, all other provisions, covenants and restrictions shall remain in full force and effect.
12. That the breach of any of the said covenants or restrictions shall not defeat or affect the lien of any mortgage or deed of trust made in good faith and for value upon said land, but such covenants and restrictions shall be binding upon and effective against any owner of said premises whose title is acquired by foreclosure, trustee sale or otherwise.
13. That it is not the intention of the owners to hereby create a condition of forfeiture or any implied conditions of forfeiture or reservation of title in the event of violation hereof, but it is their intention that the remedy for the enforcement of this general plan of covenants and restrictions shall be by action for injunction to prevent violation hereof or any action for damages, and that such action shall inure to and pass with each and every lot in said tract for the mutual benefit of the said grantor or owners thereof and their successors or assigns.

AUG 23 1956

agreement the vendor shall deliver to the purchaser a policy of title insurance issued by Pioneer Title Insurance and Trust Company, or any other reputable title company, showing title to the real estate in the grantor in said deed, subject only to reservations, restrictions and easements of record and to the usual exceptions contained in the policy of title insurance issued by such title company.

16. That the purchaser agrees not to remove any of the lot markers or posts showing the lot numbers until the property has been paid for in full and even then not to remove such markers as form the common boundary between his property and property not owned by the purchaser herein.

17. READ THIS CONTRACT CAREFULLY, EXAMINE THE REAL ESTATE HEREIN DESCRIBED AND CHECK THE LOCATIONS AND SIZE OF THE REAL ESTATE WITH PLAT BEFORE SIGNING.

DESERT SHORES INVESTMENT CORPORATION,

BY [Signature] (SEAL)
President

ATTEST: [Signature] 66 (SEAL)
Secretary

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On August 6th, 1956 before me, the undersigned, a Notary Public in and for said County and State, personally appeared HARRY PON, known to me to be the President and MARGARET CLARK, known to me to be the Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of the board of directors.

WITNESS my hand and official seal.

[Signature]
Notary Public in for said County and State

BOONVILLE
Pioneer Title Insurance & Trust Co.

1956 AUG 23 10 10 55

OFFICIAL RECORD
IMPERIAL COUNTY CLERK
EVALUATION WORKSHEET
COUNTY RECORDS

\$ 360

AUG 23 1956