

**SALTON COMMUNITY SERVICES DISTRICT**

**Architectural Committee Agenda**

**1209 Van Buren Ave. Salton City, CA 92275**

[www.saltoncsd.ca.gov](http://www.saltoncsd.ca.gov)

**June 13, 2024**

**Open Session 9:30 a.m.**

**COMMITTEE MEMBERS:**

Israel Gonzales, Chairperson  
Erick Cervantes, Committee Member  
Lizabeth Flowers, Committee Member  
Cody McGee, 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 May 9, 2024.

## **6. OLD BUSINESS:**

### **Plan#3096**

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

### **Plan#3116**

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

## **7. NEW BUSINESS:**

### **Plan#3117**

Jenrry 1217 Indian Ocean Ave. Thermal CA, 92274 APN# 008-632-011-000.

### **Plan#3118**

Jenrry 1225 Indian Ocean Ave. Thermal CA, 92274 APN# 008-632-009-000.

### **Plan# 3119**

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

### **Plan# 3120**

Jenrry 1216 Indian Ocean Ave. Thermal CA, 92274 APN# 008-631-012-000.

### **Plan#3121**

Jenrry 1218 Indian Ocean Ave. Thermal CA, 92274 APN# 008-632-011-000.

### **Plan#3122**

Jenrry 1238 Roselle Ave. Thermal CA, 92274 APN# 008-701-018-000

### **Plan#3123**

Jenrry 1240 Roselle Ave. Thermal CA, 92274 APN# 008-701-016-000

## **8. ADJOURNMENT:**

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**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](http://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 McGee, 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 Absent**  
**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.

**No Comments.**

**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.  
**Barbara Quiroz motioned to approve meeting minutes for April 11, 2024. Erick Cervantes seconded the motion.**

**Roll Call:**

**Israel Gonzales Yes      Cody Magee Absent  
Erick Cervantes Yes      Barbara Quiroz Yes  
Lizabeth Flowers Yes**

**6. OLD BUSINESS:**

**Plan#3096**

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

**Erick Cervantes motioned to table plan# 3096 2230 Palm View. Lizabeth Flowers seconded the motion.**

**Roll Call:**

**Israel Gonzales Yes      Cody Magee Absent  
Erick Cervantes Yes      Barbara Quiroz Yes  
Lizabeth Flowers Yes**

**7. NEW BUSINESS:**

**Plan#3110**

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

**Erick Cervantes motioned to approve plan# 3110 3728 Palm Dr. Lizabeth Flowers seconded the motion.**

**Roll Call:**

**Israel Gonzales Yes      Cody Magee Absent  
Erick Cervantes Yes      Barbara Quiroz Yes  
Lizabeth Flowers Yes**

**Plan#3111**

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

**Barbara Quiroz motioned to approve plan#3111, 2154 South Marina. Lizabeth Flowers seconded the motion.**

**Roll Call:**

**Israel Gonzales Yes      Cody Magee Absent  
Erick Cervantes Abstain      Barbara Quiroz Yes  
Lizabeth Flowers Yes**

**Plan# 3112**

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

**Erick Cervantes motioned to approve plan# 3112 Monterey Ave. Barbara Quiroz seconded the motion.**

**Roll Call:**

<b>Israel Gonzales Yes</b>	<b>Cody Magee Absent</b>
<b>Erick Cervantes Yes</b>	<b>Barbara Quiroz Yes</b>
<b>Lizabeth Flowers Yes</b>	

**Plan# 3113**

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

**Erick Cervantes motioned to approve plan# 3113, 2764 Dione Ave. Lizabeth Flowers seconded the motion.**

**Roll Call:**

<b>Israel Gonzales Yes</b>	<b>Cody Magee Absent</b>
<b>Erick Cervantes Yes</b>	<b>Barbara Quiroz Yes</b>
<b>Lizabeth Flowers Yes</b>	

**Plan#3114**

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

**Erick Cervantes motioned to approve plan# 3114, 1220 Indian Ocean Ave. Lizabeth Flowers seconded the motion.**

**Roll Call:**

<b>Israel Gonzales Yes</b>	<b>Cody Magee Absent</b>
<b>Erick Cervantes Yes</b>	<b>Barbara Quiroz Yes</b>
<b>Lizabeth Flowers Yes</b>	

**Plan#3115**

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

**Lizabeth Flowers motioned to approve plan# 3115, 1218 Indian Ocean Ave. Erick Cervantes seconded the motion.**

**Roll Call:**

<b>Israel Gonzales Yes</b>	<b>Cody Magee Absent</b>
<b>Erick Cervantes Yes</b>	<b>Barbara Quiroz Yes</b>
<b>Lizabeth Flowers Yes</b>	

**Plan#3116**

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

**Lizabeth Flowers motioned to table plan# 3116, 84 La Jolla Ave. Erick Cervantes seconded the motion,**

**Roll Call:**

<b>Israel Gonzales Yes</b>	<b>Cody Magee Absent</b>
<b>Erick Cervantes Yes</b>	<b>Barbara Quiroz Yes</b>
<b>Lizabeth Flowers Yes</b>	

## **8. ADJOURNMENT:**

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**Israel Gonzales, Chairperson**

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**Sonia Thania Garcia, Board Secretary**

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**Salton Community Services District**

**Architectural Committee Building Approval Form**

Plan# 3096

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	<u>X</u>	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: \_\_\_\_\_

John Connelly \_\_\_\_\_ Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_

Kenneth Perry \_\_\_\_\_ Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_

Lizabeth Flowers \_\_\_\_\_ Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: 2230 Palm View City: Thermal

Lot# 35 Block# 03 Tract# S85A Zone: \_\_\_\_\_

APN: 07-603-002-000 Lot Size: \_\_\_\_\_

**Living Area**

Dimensions: Width: 12 Length: 66 Total Square Feet: 792

**Patios**

Dimensions: Width: \_\_\_\_\_ Length: \_\_\_\_\_ Total Square Feet: \_\_\_\_\_

**Carport or Garage**

Dimensions: Width \_\_\_\_\_ Length: \_\_\_\_\_ Total Square Feet: \_\_\_\_\_

**Room Addition** Sun Room

Dimensions: Width 10 Length: 20 Total Square Feet: 200

**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.

Jose M Barrera  
Owner's Signature

JOSE MANUEL BARRERA 909-8  
Owner's Name (Printed) Daytime Phone Number

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

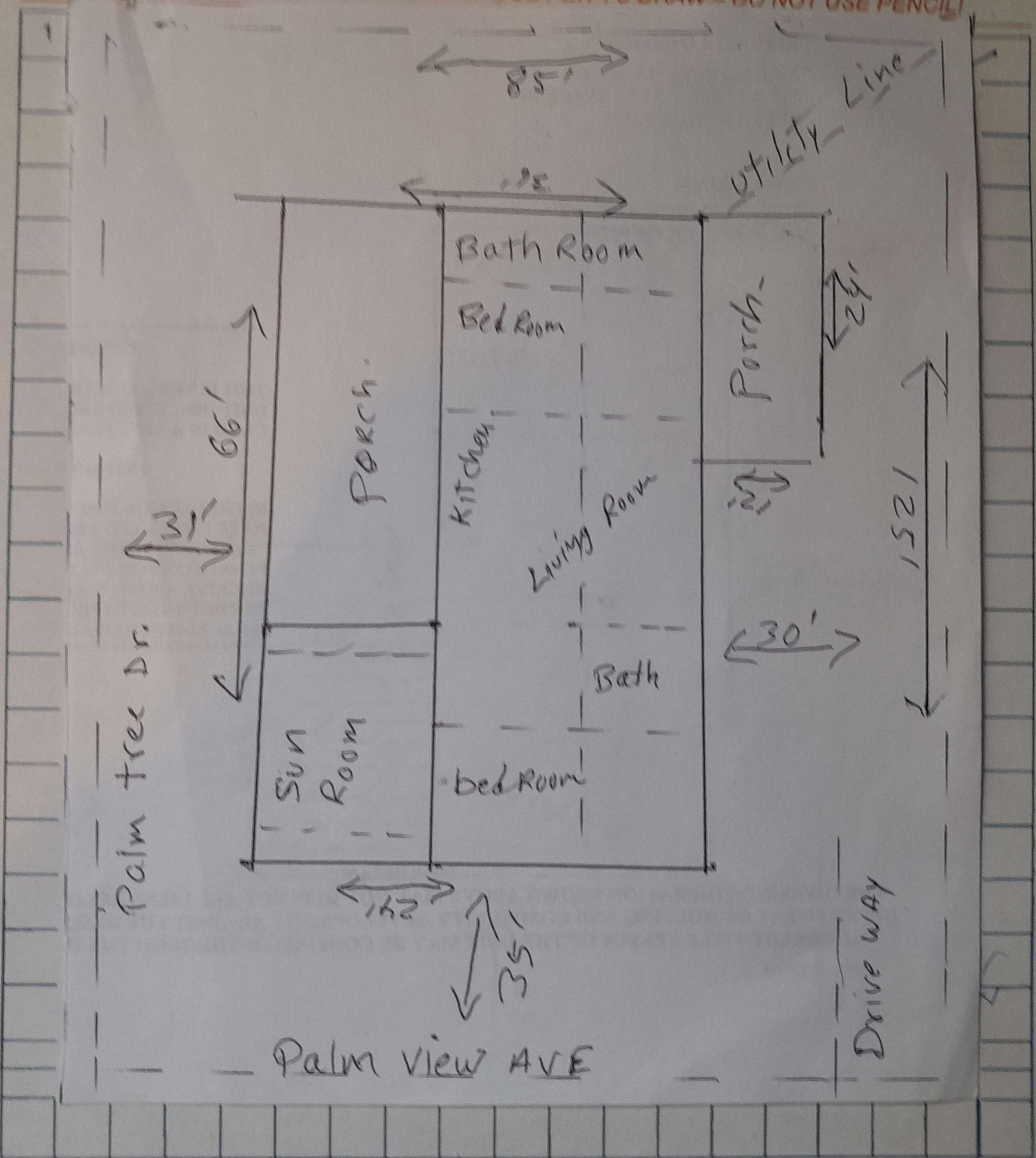
# SITE PLAN

I.C. PLANNING & DEVELOPMENT SERVICES DEPT  
801 Main Street, El Centro, CA 92243 (760) 462-4236

READ INSTRUCTIONS ON THE BACK / USE PEN TO DRAW - DO NOT USE PENCIL!

DRAW SITE LAYOUT PLAN TO SCALE & COMPLETE ALL NUMBERED SPACES!

DRAW SITE LAYOUT PLAN TO SCALE & COMPLETE ALL NUMBERED SPACES!



NAME OF APPLICANT 2 JOSE MANUEL BARRAZA	APPLICANT PHONE NO. 3 909-810-3616	SIZE OF PARCEL 4 10537
PROJECT SITE ADDRESS 5 2230 PALM VIEW AV. SELTON CITY, CA 92274	ASSESSOR'S PARCEL NO. 6 017-603-020-006	

WHITE - OFFICE MASTER / YELLOW - ASSESSORS / PINK - APPLICANT



DECLARATION OF RESTRICTIONS

TRACT 585-A

THIS DECLARATION, made this 12th day of October, 1960, by SALTON RIVIERA, INC., a California Corporation, having its principal place of business in the City of Azusa, Los Angeles County, California, hereinafter referred to as the Declarant.

WHEREAS, the Declarant is the owner of that certain Tract No. 585-A, Imperial County, California, as per plat thereof recorded in Book 7, Pages 69, Final Maps, records of said County, and

WHEREAS the Declarant is about to sell, dispose of or convey the lots in said Tract No. 585-A above described and desires to subject the same to certain protective covenants, conditions, restrictions (hereinafter referred to as "Conditions) between it and the asquirers and/or users of the lots in said Tract.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Declarant hereby certifies and declares that it has established and does hereby establish general plan for the protection, 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 and shall inure to and pass said Tract and each and every parcel of land therein, and shall apply to and bind the respective imposed upon said Tract as a mutual, equitable servitude in favor of each and every parcel of land therein as the dominant tenement or tenements.

SAID CONDITIONS ARE AS FOLLOWS:

That lots 1 thru 7 inclusive and lots 41 thru 66 inclusive of Block 4, and all of Block 5 shall be designated as multiple residence lots and shall be improved, used, and occupied under the conditions set forth under CLASS 1 - R-3 REGULATIONS.

That all the remaining lots shall be designated as single residence lots and shall be improved, used and occupied under the conditions set forth under ZONE R-1 REGULATIONS.

## II GENERAL

### A.

No building, fence, patio, or other structure shall be erected, altered, added to, placed, or permitted to remain on said lots or any of them or any part of any such lot until and unless the plans showing floor areas, external design and the ground location of the intended structure along with a plot plan and a checking fee in the amount of five (\$5.00) dollars have been first delivered to and approved in writing by any two (2) members of a "Committee of Architecture" which shall be initially composed of WILLIAM F. SEILKOP, WALTER E. BERG, and AUGUST DAMON, provided that any vacancy on such committee caused by death, resignation, or disability to serve shall be filled on the nomination of SALTON RIVIERA, INC. It shall be the purpose of this committee to provide for the maintenance of a high standard of architecture and construction in such manner as to enhance the aesthetic properties of the developed subdivision. Notwithstanding other requirements imposed, this committee shall require not less than 1200 (twelve hundred) square feet of floor area for any single family residence INCLUDING carport, garage, covered porches, covered contiguous patios, et., with a minimum floor area of 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, the "Committee" may require changes, deletions, or revisions in order that the architectural and general appearance of all such commercial buildings and grounds be in keeping with the architecture of the neighborhood and such as not to be detrimental to the public health, safety, general welfare and architectural appearance effecting the property values of the community in which such use or uses are to be located.

### B.

It shall remain the prerogative and in the jurisdiction of the "Committee of Architecture" to review applications and grant approvals for exceptions to this declaration. Variations from requirements and, in general, other forms of deviations from those restrictions imposed by this declaration, when such exceptions, variances and deviations do, in no way, detract from the appearance of the premises, nor in any way be detrimental to the public welfare or to the property of other persons located in the vicinity thereof, in the sole opinion of the "Committee".

### C.

All buildings shall have a septic tank and leeching pit or pits, as may be required, installed in the rear yard, in accordance with Imperial County Ordinance No. 239 and regulations accompanying same.

### III. RESIDENTIAL ZONES:

- A. As used in this declaration, "Residential Zones" means zones R-1, R-2, and R-3.
- B. A person shall not use any premises in any residential zone, which is designed, arranged or intended to be occupied or used for any purpose, other than expressly permitted in this declaration.
- C. In any building project, during construction and sixty (60) days thereafter, property in a residential zone may be used for the storage of materials used in the construction of the individual buildings in project and for the contractor's temporary office. Said construction period shall not exceed ninety (90) days, unless specifically approved by the Committee of Architecture.
- D. A person shall not keep or maintain any live pig or hog or livestock or goats, cows or fowl of any age in any residential zone, whether such animals are kept or maintained for the personal use the occupants or otherwise.
- E. No person shall cause to be erected a sign, advertisement billboard or advertising structure of any kind of the unimproved residential lots, except that a temporary permit, limited to a ninety-day period, for signs for houses to be sold or exhibited be first obtained by application to the architectural committee. The architectural committee may approve the location of these signs within the front set-back of the lot.
- F. No temporary buildings, basement, cellar, tent, shack, garage, barn or other outbuilding or structure shall, at any time, be used for human habitation, temporarily or permanently.
- G. A trailer may be used as a residence of the owner and his family during construction by such owner of a permanent residence, but only after approval has been gained from the "Architectural Committee" for such residence, but in no event shall said trailer be used longer than ninety days.
- H. The exterior portions of all buildings, which are constructed of wood, stucco or cement shall be painted or stained immediately upon completion or shall have color mixed in the final structural application.
- I. Residences shall have complete and approved plumbing installations before occupancy.
- J. A temporary Real Estate tract office, for the purpose of conducting the sale of property in 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 used for a purpose permitted in the zone in which it is located.

- K. The storage of tools, landscaping instruments, household effects, machinery or machinery parts, empty or filled containers, boxes, or 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

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 children's playhouse. d. A children's playhouse. d. Lath or greenhouses. 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 "Committee of Architecture"

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 not 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 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 the excess of 42" above the adjacent grade.

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 of 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 ten (10) 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 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 twelve (12) feet from the property line to the 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.

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 storage space conveniently accessible from the street and not located at any place where the erection of a structure is prohibited. This space shall be of sufficient capacity so as 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.

ZONE R-3 REGULATIONS:

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

1. Class I

- a. Any Use permitted in Zone R-2
- b. Multiple dwellings or three(3) one-family dwellings of a permanent nature on each lot.
- c. Hotels and Motels in which incidental business may

be conducted for the convenience of the residents of the buildings.

d. Apartment buildings.

2. Class II

The following uses shall be classified under this zoning and shall be permitted if use, location, and development plan is approved by the "Committee of Architecture."

a. Trailer Parks

b. Colleges and Universities.

c. Private Schools

B. BUILDING SETBACKS:

1. Front yard setbacks shall conform to a minimum depth of twenty (20) feet from the front property line, excluding structural projections, eaves, overhangs, and porches of any building or structure.
2. Side yard setbacks shall conform to those required in Zone R-1, except the maximum setback from a side street shall be reduced to thirty (30) feet.
3. Rear yard setback shall conform to those as required in Zone R-1.

C. VEHICLE STORAGE:

Every dwelling, apartment house, or structure in Zone R-3 designed for or intended to be used as a dwelling or apartment house, shall have on

D. SUBDIVISION OF LOTS:

No lot or parcel of land shall be divided into smaller lots or parcels under any conditions or circumstances whether for lease, sale or rental purposes.

E. REQUIRED BUILDING AREA:

Notwithstanding other requirements imposed by these restrictions under GENERAL, the "Committee of Architecture" shall in all apartment buildings designed or intended to house three (3) or more families, require not less than five hundred (500) square feet of living area for each one bedroom unit, or not less than six hundred (600) square feet of living area for each two bedroom unit. In all buildings or establishments designed for, intended for, or used as Hotels or Motels, the "Committee of Architecture" shall require that each unit, room, suite, or apartment capable of, designed, or intended to be rented, leased, or let as an individual accommodation shall contain two hundred fifty (250) square feet of living area including bathrooms and/or kitchens where included in the individual accommodation as outlined above. In such instances, where a common or shared bath or kitchen is present, only 50% of the area of such shared facilities can be contributed to the required floor area of two hundred fifty (250) square feet. In such instances where a public bathroom or toilet room or kitchen is present as the only such

facilities available, the minimum required livable floor area of each individual accomodation shall contain two hundred (200) square feet.

F. BUILDING HEIGHT LIMITATIONS:

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

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 vot of the owners of a majority of the lots in said Tract, it is agreed to change said Conditions in whole or in part.

PROVIDED, FURTHER, that if any paragraph, section, sentence, clause or phrase of the restrictions,, conditions, and covenants herein contained shall be or become illegal, null, or void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained shall not be affected thereby. It is hereby declared that these restrictions, conditions, and covenants herein contained would have been and are imposed and each paragraph, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more other paragraphs, sections, sentences clauses or phrases are or shall become or be illegal, null, or void.

PROVIDED FUTHER, 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 alwful for any other person or persons owning any other lots in said property to prosectue 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 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 WHERE SALTON RIVIERA, INC. has caused its corporate name and seal to be hereunto affixed by its officers thereunto duly authorized this 12th day of October, 19 60.

( Owner ) SALTON RIVIERA, INC.  
by M. Penn Phillips, President  
by K. Kelly, Asst. Secretary

**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  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 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

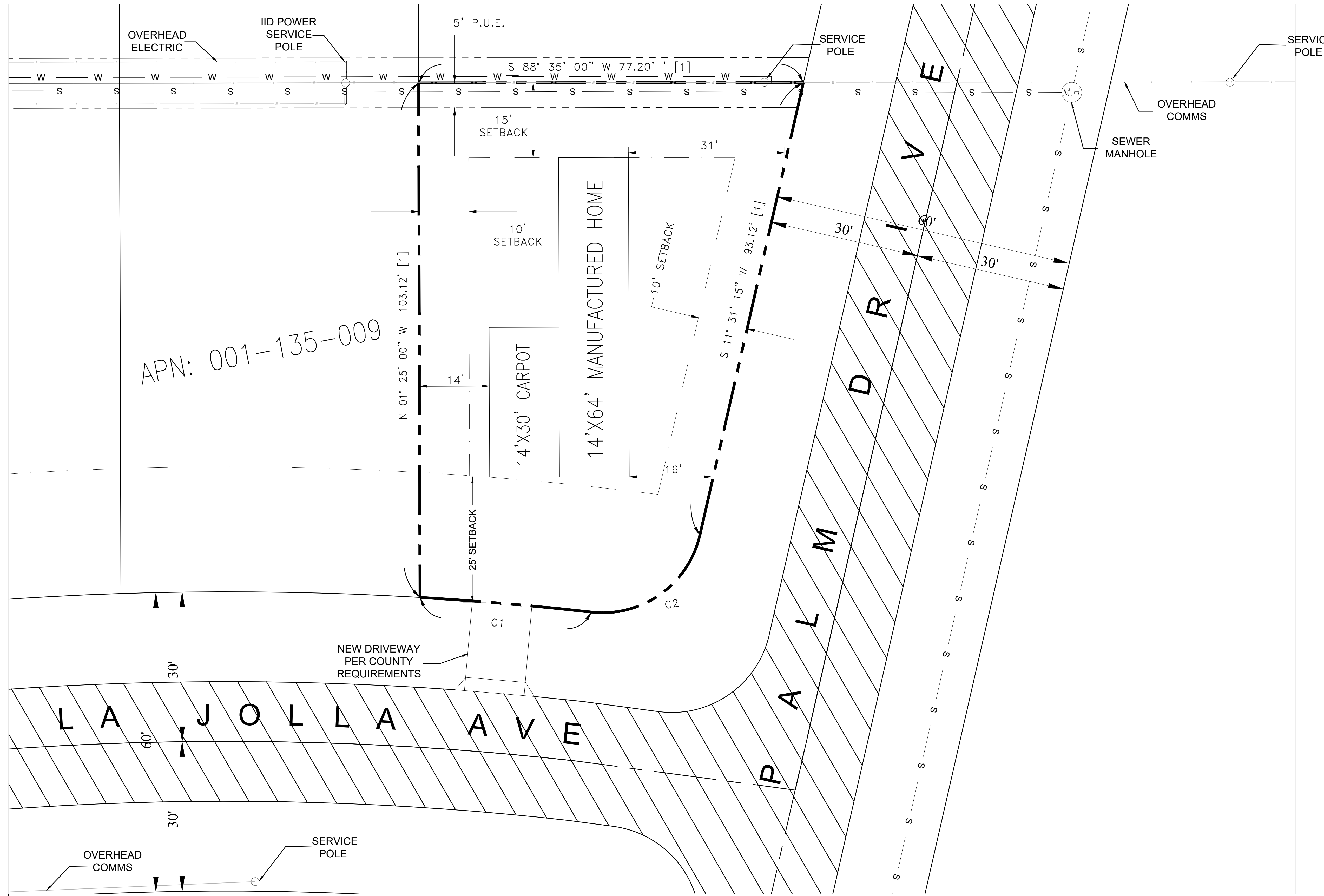
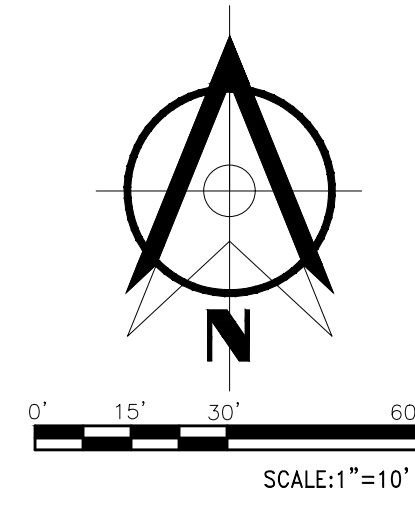


# FELIX CHAC HUNG CHUO & STELLA CHEANG CHUO REVOCABLE TRUST

## LA JOLLA AVENUE DESERT SHORES, CA 92274

### MANUFACTURED HOME INSTALLATION

#### APN: 001-135-008



PROPERTY OWNER:  
FELIX CHAC HUNG CHUO & STELLA CHEANG CHUO REVOCABLE TRUST

PROJECT ADDRESS:  
84 LA JOLLA AVE. DESERT SHORES, CA 92274

CODE CONFORMANCE  
 HDU REGULATIONS  
 2022 CALIFORNIA BUILDING CODE (CBC)  
 2022 CALIFORNIA MECHANICAL CODE (CMC)  
 2022 CALIFORNIA PLUMBING CODE (CPC)  
 2022 CALIFORNIA ELECTRICAL CODE (CEC)  
 2022 CALIFORNIA ENERGY CODE  
 2022 CALIFORNIA GREEN BUILDING STANDARDS  
 2022 CALIFORNIA FIRE CODE

NOTE: THIS IS NOT A SURVEY. PROPERTY DIMENSIONS PER FM 2/15

**LOT 1, BLOCK 9, DESERT SHORES UNIT 2,  
 FM 2/15  
 APN 001-135-008**

**AREA: 6775 Ft<sup>2</sup> / 0.16 Ac +/-**

**LEGEND**

	PROPERTY LINE
	CENTERLINE
	SETBACK LINE
	PUBLIC UTILITY EASEMENTS P.U.E.
	OVERHEAD WIRES
	SEWER LINE
	WATER LINE
[1]	DATA PER FINAL MAP 2-15

**CURVE TABLE**

CURVE	LENGHT	RADIUS	Δ DELTA
C1 [1]	34.71'	655.00'	03°02'10"
C2 [1]	29.17'	20.00'	83°34'28"

DRAWING STATUS: <input type="checkbox"/> PRELIMINARY DRAWINGS <input type="checkbox"/> PROGRESS DRAWINGS <input checked="" type="checkbox"/> PLAN CHECK/PERMIT DRAWINGS <input type="checkbox"/> CONSTRUCTION DOCUMENTS	CALL BEFORE  YOU DIG TWO WORKING DAYS BEFORE YOU DIG	UNDERGROUND SERVICE ALERT CALL: TOLL FREE 1-800-422-4133	 760-601-4667 ferrerengr@gmail.com 1065 West State Ave., El Centro CA 92243	PREPARED UNDER THE DIRECTION OF: _____ EXP. DATE _____ DATE _____	SEAL _____ _____	REVISIONS <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>No.</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	No.	DESCRIPTION									No. _____ DESCRIPTION <b>SITE PLAN APN: 001-135-008</b> BY: SCR 05/29/2024 PROJECT ADDRESS: 84 LA JOLLA AVE. THERMAL, CA 92274 JOB NUMBER _____ SCIENTIFIC _____	<b>SP</b>
No.	DESCRIPTION																	

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 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

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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

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

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**Salton Community Services District**

**Architectural Committee Building Approval Form**

Plan# 3117

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: \_\_\_\_\_  
Barbara Quiroz \_\_\_\_\_ Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_  
Cody Magee \_\_\_\_\_ Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_  
Lizabeth Flowers \_\_\_\_\_ Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: 1217 Indian Ocean Ave City: Thermal CA

Lot# 11 Block# 5 Tract# 766 Zone: R1  
APN: 608-632-011 Lot Size: 9710

**Living Area**

Dimensions: Width: 45 Length: 30 Total Square Feet: 1350

**Patios**

Dimensions: Width: 10.7 Length: 6 Total Square Feet: 64

**Carport or Garage**

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

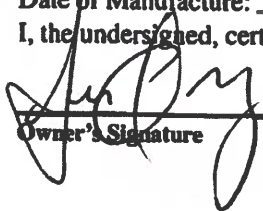
**Room Addition**

Dimensions: Width \_\_\_\_\_ Length: \_\_\_\_\_ Total Square Feet: \_\_\_\_\_

**Mobile/Manufactured/Modular Homes Only**

Date of Manufacture: \_\_\_\_\_ Expected Date of Delivery: \_\_\_\_\_

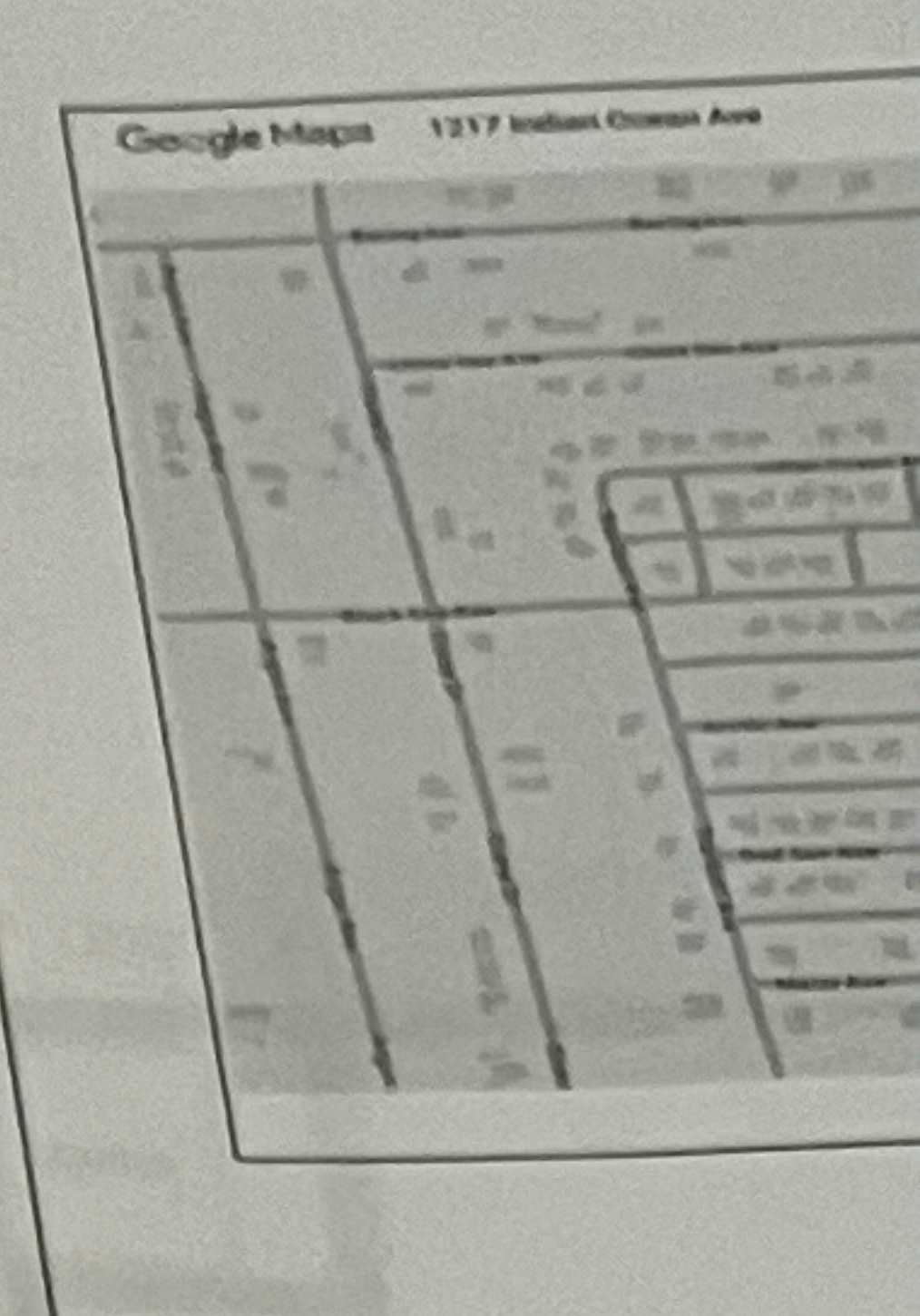
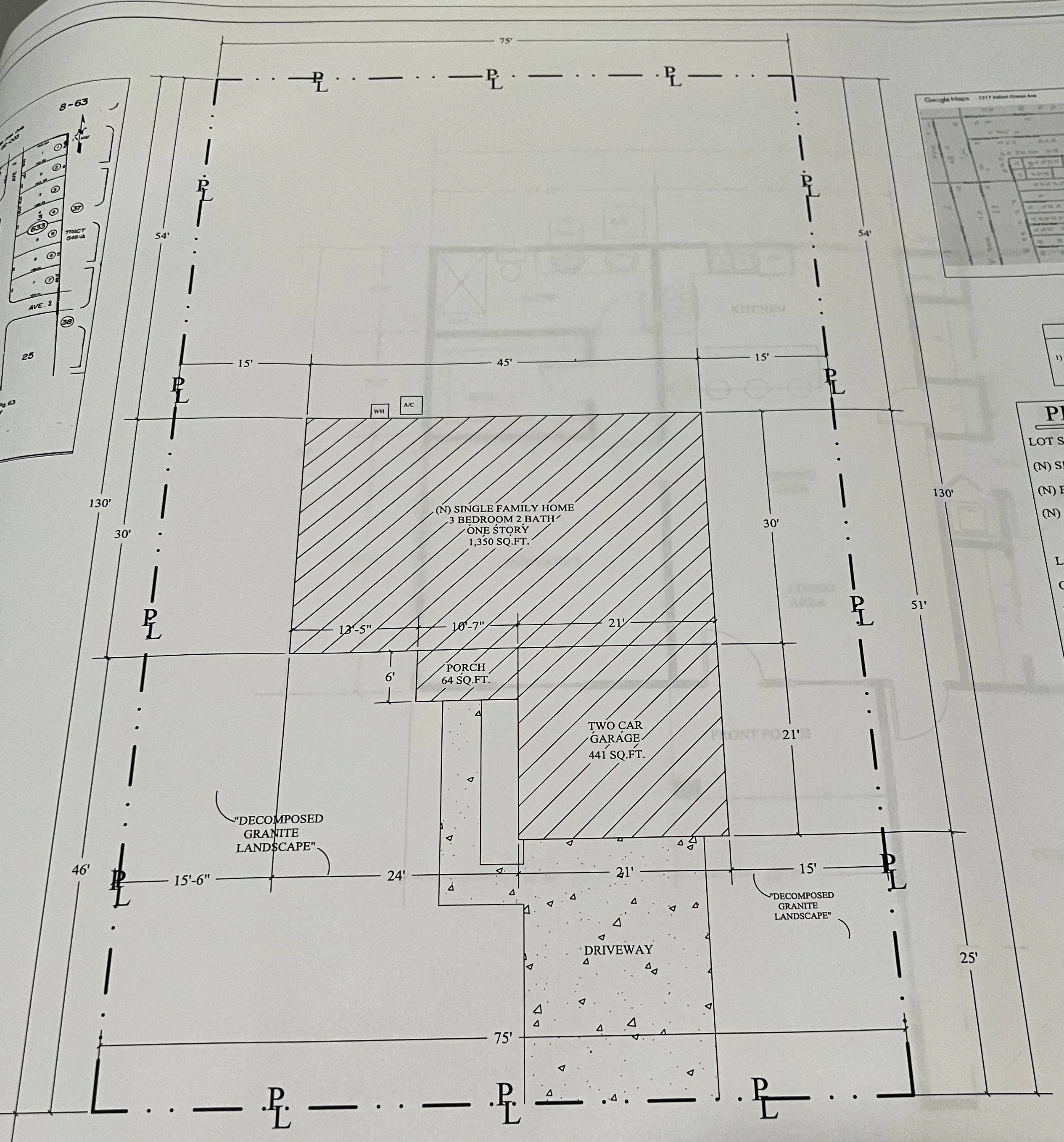
I, the undersigned, certify all information to be true and accurate description of my plans and intentions.



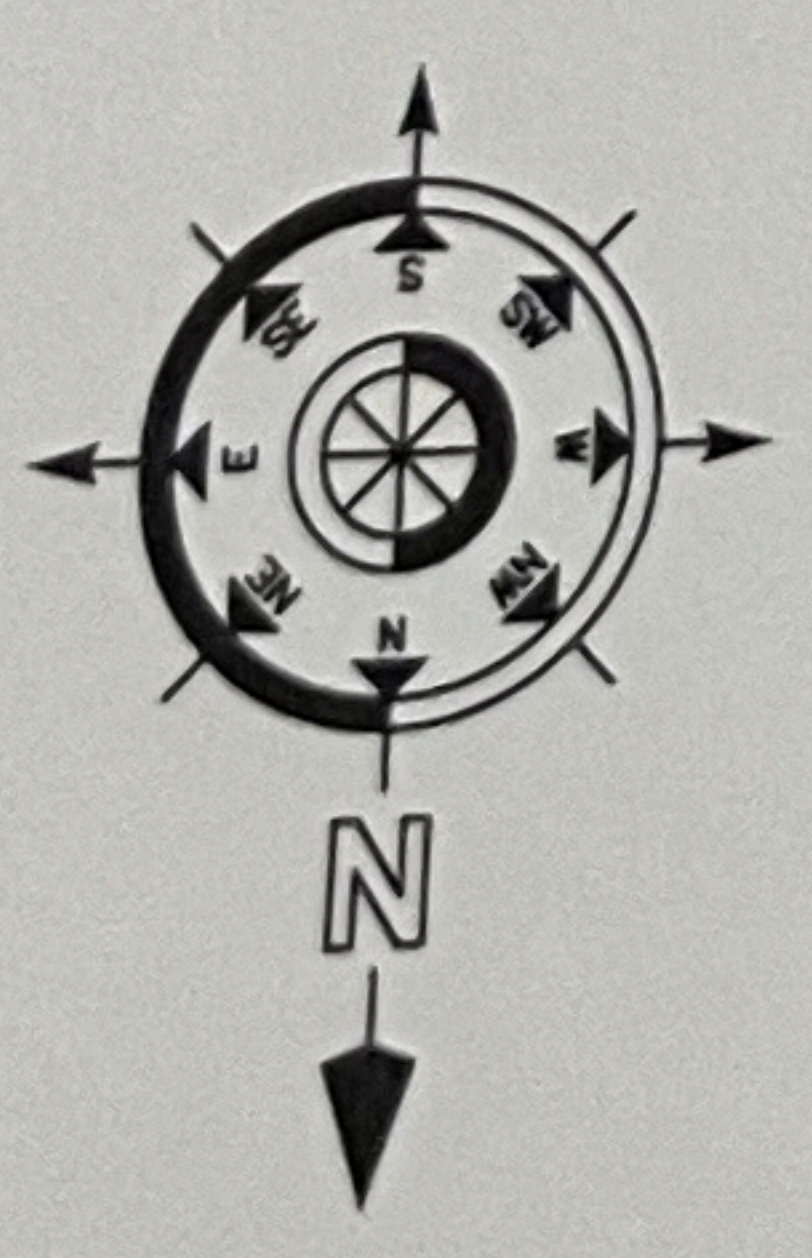
Jenny P. Dominguez 310-420-3353  
Owner's Name (Printed) Daytime Phone Number

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



PL  
LOT S  
(N) S  
(N) F  
(N)  
L  
C



***1217 INDIAN OCEAN AVE.***

STREET WIDTH 60 FEET

RECORDING REQUESTED BY  
Title Insurance and Trust Company

61  
JOHN W. PETERSON

DECLARATION OF RESTRICTIONS  
TRACT NO. 766, COUNTY OF IMPERIAL

NOV 22 PM 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.

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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.

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- 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.

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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.

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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 farthest 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 farthest structural projection, excepting fences, walls, and hedges when used as a boundary line separation.

SIDE YARD SETBACK

REAR YARD SETBACK

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.

VEHICLE STORAGE

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.

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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.

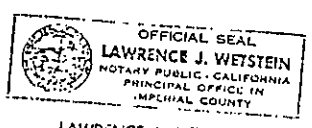
IN WITNESS WHEREOF, GRAYCO LAND ESCROW, LTD. has caused its corporate name and seal to be hereunto affixed by its officers thereunto duly authorized this 31 day of October, 1966.

GRAYCO LAND ESCROW, LTD.

By: Robert A. Gray  
Robert A. Gray

copy

TO 449 C  
(Corporation)  
STATE OF CALIFORNIA  
COUNTY OF Imperial } ss.  
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 Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation (When named, and acknowledged to me that such corporation exists and the within instrument pursuant to its by-laws or 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)

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**Distrito De Servicios Comunitarios De Salton**

Formulario De Aprobacion del Comite de Arquitectura Del Edificio

Plan# 3118

Establecido por el Capitulo 59 de los Codigos y Leyes de 1985: Del Estado de CA Los Pianos deben ajustarse a los convenios, condiciones y restricciones de la extension.

Aprobado: \_\_\_\_\_ Rechazado: \_\_\_\_\_ Fecha: \_\_\_\_\_ Fecha De Vencimiento: \_\_\_\_\_

**TARIFAS DE REVISION DEL COMITE DE ARQUITECTURA:**

Adiciones al Edificio Existente:	\$50.00	No. de Cheque:	_____
Nuevas Construcciones:	\$50.00	No. de Cheque:	_____
Tarifa por capacidad de alcantarillado:	\$1,000.00	No. de Cheque:	_____
Tarifa de conexion de alcantarillado:	\$2,700.00	No. de Cheque:	_____

(tarifa de capacidad/tarifa de conexión pagara en el momento de la conexion de alcantarillado. Tarifa de aprobacion del plan y tarifa del desarrollador adeudadas en el momento de la presentacion del plan)

ESTA APROBACION CUMPLE CON TODOS LOS CC&R DE SCSD, PERO PUEDE NO CUMPLIR CON LAS ORDENANZAS TERRESTRE DEL TITULO 9 DEL CONDADO DE IMPERIAL.

**REVISION DEL PLAN ARQUITECTONICO:**

Israel Gonzales: \_\_\_\_\_ Aprobado: \_\_\_\_\_ Rechazado: \_\_\_\_\_ Fecha: \_\_\_\_\_

Erick Cervantes: \_\_\_\_\_ Aprobado: \_\_\_\_\_ Rechazado: \_\_\_\_\_ Fecha: \_\_\_\_\_

Lizabeth Flowers: \_\_\_\_\_ Aprobado: \_\_\_\_\_ Rechazado: \_\_\_\_\_ Fecha: \_\_\_\_\_

Cody Magee: \_\_\_\_\_ Aprobado: \_\_\_\_\_ Rechazado: \_\_\_\_\_ Fecha: \_\_\_\_\_

Barbara Quiroz: \_\_\_\_\_ Aprobado: \_\_\_\_\_ Rechazado: \_\_\_\_\_ Fecha: \_\_\_\_\_

Direccion: 1225 1<sup>st</sup> Djon Ocean Av Ciudad: Thermal

Lote: 9 APN: 008-632 Tracto: 766 Zona: R1

**Sala de estar:**

Dimensiones: Ancho: 45 Largo: 30 Cuadrados Totales: 1350

**Patios**

Dimensiones: Ancho: 10.7 Largo: 6 Cuadrados Totales: 64

**Cochera o Garaje:**

Dimensiones: Ancho: 21 Largo: 21 Cuadrados Totales: 441

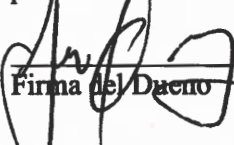
**Adiciones de Habitacion:**

Dimensiones: Ancho: \_\_\_\_\_ Largo: \_\_\_\_\_ Cuadrados Totales: \_\_\_\_\_

**Casas Moviles/Prefabricadas/Modulares Unicamente**

Fecha de fabricacion: \_\_\_\_\_ Fecha prevista de entrega: \_\_\_\_\_

Yo, el abajo firmante, certifico que toda la informacion es una descripcion verdadera y precisa de mis planes e intenciones.

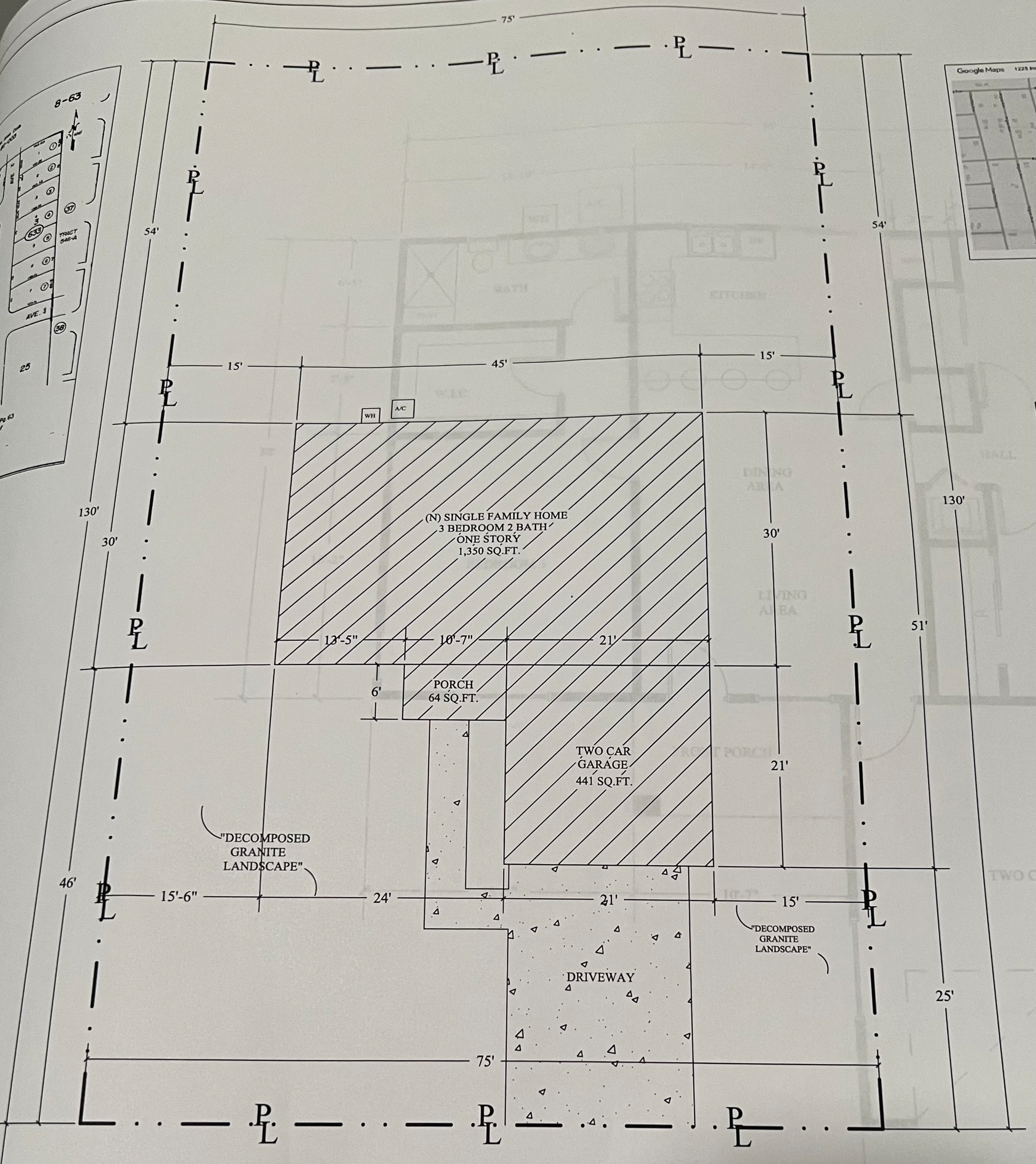
  
Firma del Dueño

Jenaray P Dominguez  
Nombre del Propietario

310-420-3353  
Telefono

Domicilio, Ciudad, Estado, Y Codigo Postal

Se debe obtener un permiso dentro de los 2 años (24 meses) a partir de la fecha de aprobacion s, no se obtiene el permiso, se le pedria que lo vuelva a presentar para su aprobacion.



*1225 INDIAN OCEAN AVE.*

STREET WIDTH 60 FEET

RECORDING REQUESTED BY  
Title Insurance and Trust Company

61  
JOHN W. PETERSON

DECLARATION OF RESTRICTIONS  
TRACT NO. 766, COUNTY OF IMPERIAL

NOV 22 PM 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.

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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.

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- 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.

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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.

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.

AUXILIARY  
USES

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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 farthest 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

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.

VEHICLE STORAGE

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.

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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.

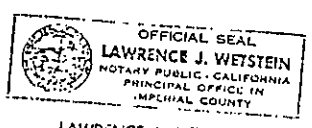
IN WITNESS WHEREOF, GRAYCO LAND ESCROW, LTD. has caused its corporate name and seal to be hereunto affixed by its officers thereunto duly authorized this 5 day of October, 1966.

GRAYCO LAND ESCROW, LTD.

By: Robert A. Gray  
Robert A. Gray

copy

TO 449 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 Grayco Land Escrow, Ltd. known to me to be the Secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or 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)

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NOV 22 1966

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**Salton Community Services District**

Architectural Committee Building Approval Form  
Plan# 3119

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 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 Lot Size: 9742

**Living Area**

Dimensions: Width: 45 Length: 30 Total Square Feet: 1350

**Patios**

Dimensions: Width: 10.7 Length: 6 Total Square Feet: 64

**Carport or Garage**

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

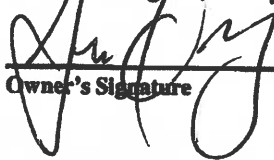
**Room Addition**

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.



Johnny P Dominguez  
Owner's Name (Printed)

310-420-3353  
Daytime Phone Number

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. PETERSON

DECLARATION OF RESTRICTIONS  
TRACT NO. 766, COUNTY OF IMPERIAL

NOV 22 PM 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.

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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.

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- 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.

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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.

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:
  - 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.

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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 farthest 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

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.

VEHICLE STORAGE

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.

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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 5 day of October, 1966.

GRAYCO LAND ESCROW, LTD.

By: Robert A. Gray  
Robert A. Gray

copy

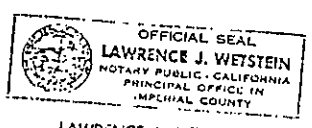
TO 449 C  
(Corporation)

STATE OF CALIFORNIA  
COUNTY OF Imperial ss.

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 Grayco Land Escrow, Ltd. Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation (if more than one), and acknowledged to me that such corporation exists and that the within instrument pursuant to its by-laws or 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)

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**Salton Community Services District**

**Architectural Committee Building Approval Form**

Plan# 3120

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#	_____
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: 1216 Indian Ocean Ave City: Thermal

Lot# 12 Block# 2 Tract# 766 Zone: R1  
APN: 008-631-012 Lot Size: 9710

**Living Area**

Dimensions: Width: 45 Length: 30 Total Square Feet: 1350

**Patios**

Dimensions: Width: 10.7 Length: 6 Total Square Feet: 64

**Carport or Garage**

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

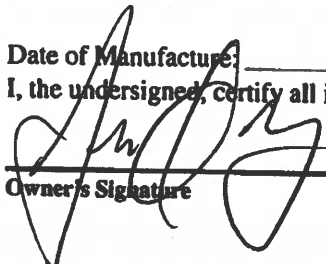
**Room Addition**

Dimensions: Width \_\_\_\_\_ Length: \_\_\_\_\_ Total Square Feet: \_\_\_\_\_

**Mobile/Manufactured/Modular Homes Only**

Date of Manufacture: \_\_\_\_\_ Expected Date of Delivery: \_\_\_\_\_

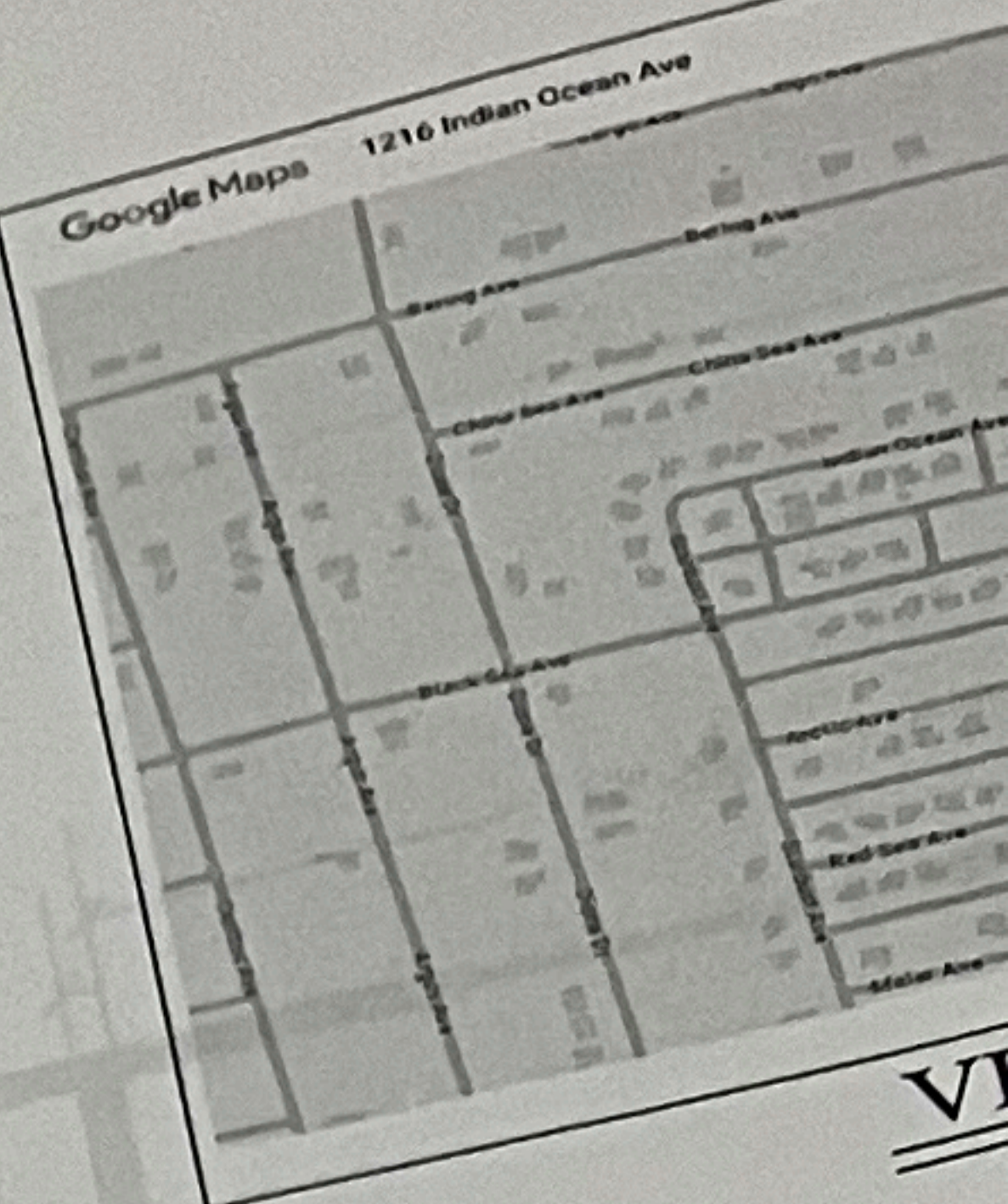
I, the undersigned, certify all information to be true and accurate description of my plans and intentions.

Owner's Signature:  \_\_\_\_\_  
Owner's Name (Printed): Jenny P Dominguez  
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

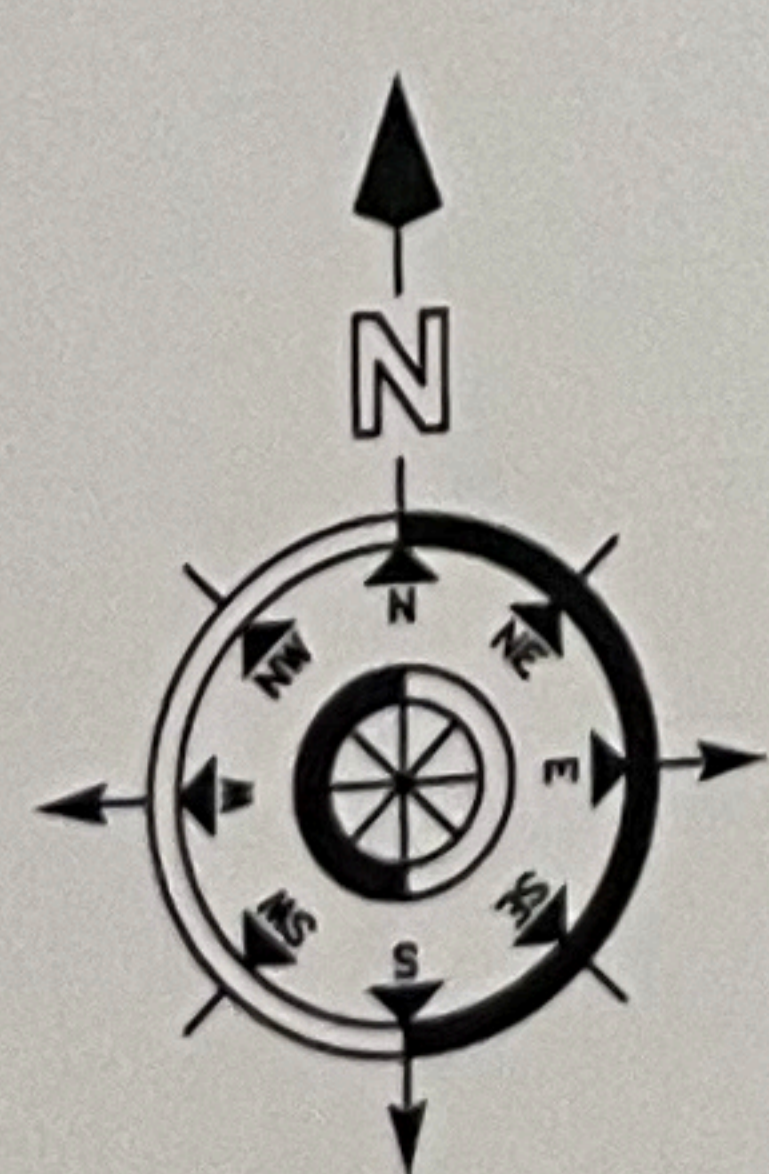
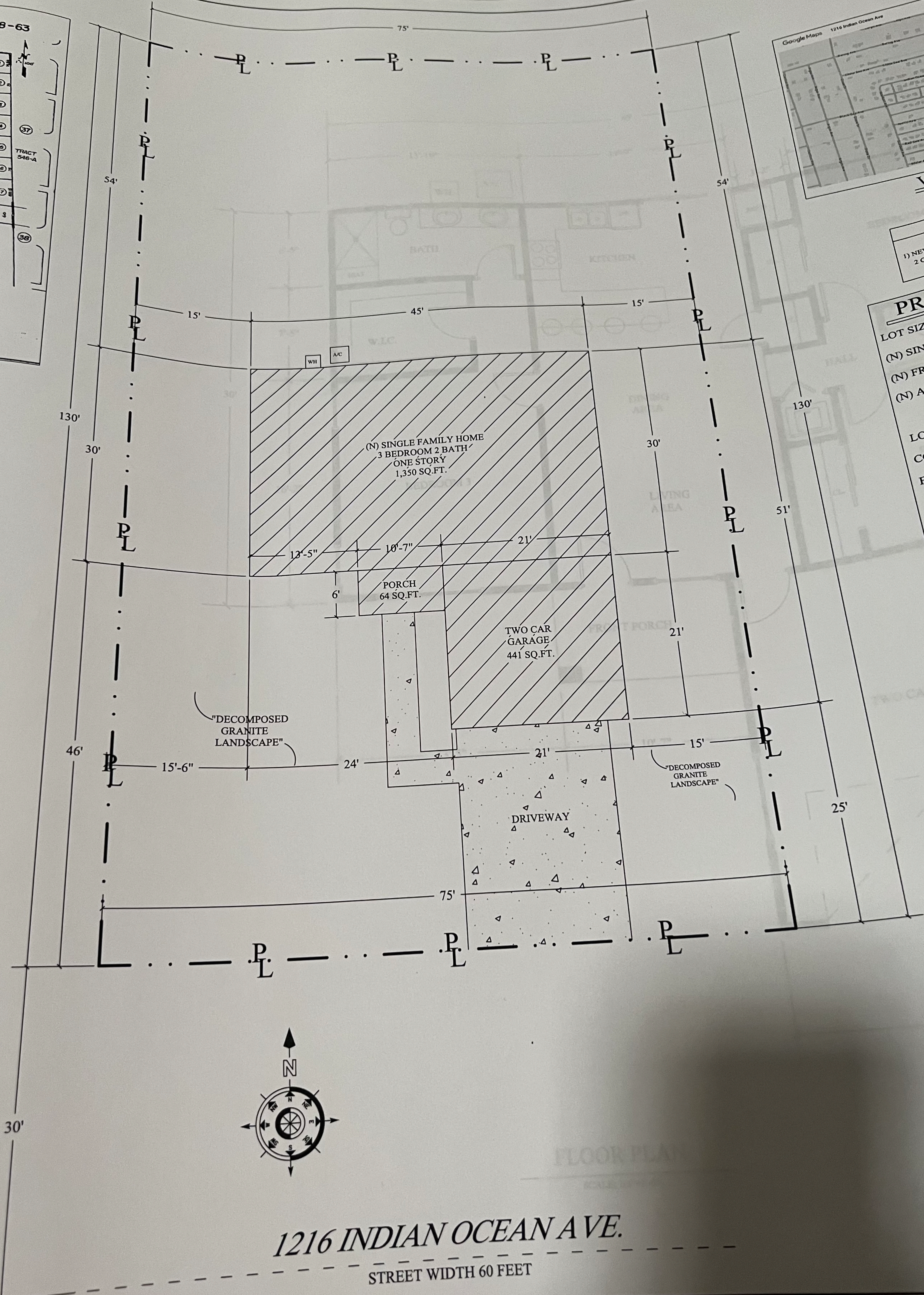
8-63



1) NEW  
2) CAR

PRO

LOT SIZE  
(N) SING  
(N) FRO  
(N) AT  
  
LOT  
CO  
FI



1216 INDIAN OCEAN AVE.

STREET WIDTH 60 FEET

FLOOR PLAN  
SCALE 1/8" = 1'-0"

RECORDING REQUESTED BY  
Title Insurance and Trust Company

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JOHN W. PETERSON

DECLARATION OF RESTRICTIONS  
TRACT NO. 766, COUNTY OF IMPERIAL

NOV 22 PM 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.

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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.

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- 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.

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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.

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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 farthest 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

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.

VEHICLE STORAGE

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.

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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.

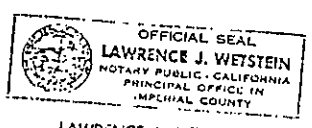
IN WITNESS WHEREOF, GRAYCO LAND ESCROW, LTD. has caused its corporate name and seal to be hereunto affixed by its officers thereunto duly authorized this 5 day of October, 1966.

GRAYCO LAND ESCROW, LTD.

By: Robert A. Gray  
Robert A. Gray

copy

TO 449 C  
(Corporation)  
STATE OF CALIFORNIA  
COUNTY OF Imperial ss.  
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 Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation (their names, and acknowledged to me that such corporation exists and the within instrument pursuant to its by-laws or 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)

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**Salton Community Services District**

**Architectural Committee Building Approval Form**

Plan# 3121

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 type="checkbox"/>	Check#	_____
New Construction:	\$50.00	<input checked="" type="checkbox"/>	Check#	<input checked="" type="checkbox"/>
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 CA

Lot# 11 Block# 5 Tract# 766 Zone: R1

APN: 608-632-011 Lot Size: 9710

**Living Area**

Dimensions: Width: 45 Length: 30 Total Square Feet: 1350

**Patios**

Dimensions: Width: 10.7 Length: 6 Total Square Feet: 64

**Carpport or Garage**

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

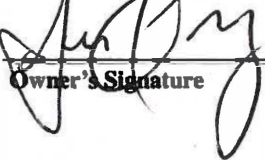
**Room Addition**

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

Jenny P. Dominguez \_\_\_\_\_

Owner's Name (Printed)

310-420-3353 \_\_\_\_\_

Daytime Phone Number



RECORDING REQUESTED BY  
Title Insurance and Trust Company

61  
JOHN W. PETERSON

DECLARATION OF RESTRICTIONS  
TRACT NO. 766, COUNTY OF IMPERIAL

NOV 22 PM 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.

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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.

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- 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.

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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.

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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 farthest 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

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.

VEHICLE STORAGE

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.

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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 5 / day of October, 1966.

GRAYCO LAND ESCROW, LTD.

By Robert A. Gray  
Robert A. Gray

copy

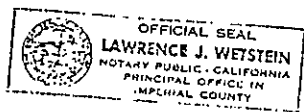
TO 449 C  
(Corporation)

STATE OF CALIFORNIA  
COUNTY OF Imperial ss.

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 Grayco Land Escrow, Ltd. Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation (their names, and acknowledged to me that such corporation exists and the within instrument pursuant to its by-laws or 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)

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**Salton Community Services District**

**Architectural Committee Building Approval Form**

Plan# 3122

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 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: 1238 Roselle Ave City: Thermal CA

Lot# 09 Block# 28 Tract# 767 Zone: R1  
APN: 008-701-018 Lot Size: 9053

**Living Area**

Dimensions: Width: 36 Length: 32.6 Total Square Feet: 1170

**Patios**

Dimensions: Width: 13.9 Length: 6 Total Square Feet: 84

**Carpport or Garage**

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

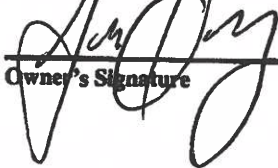
**Room Addition**

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.

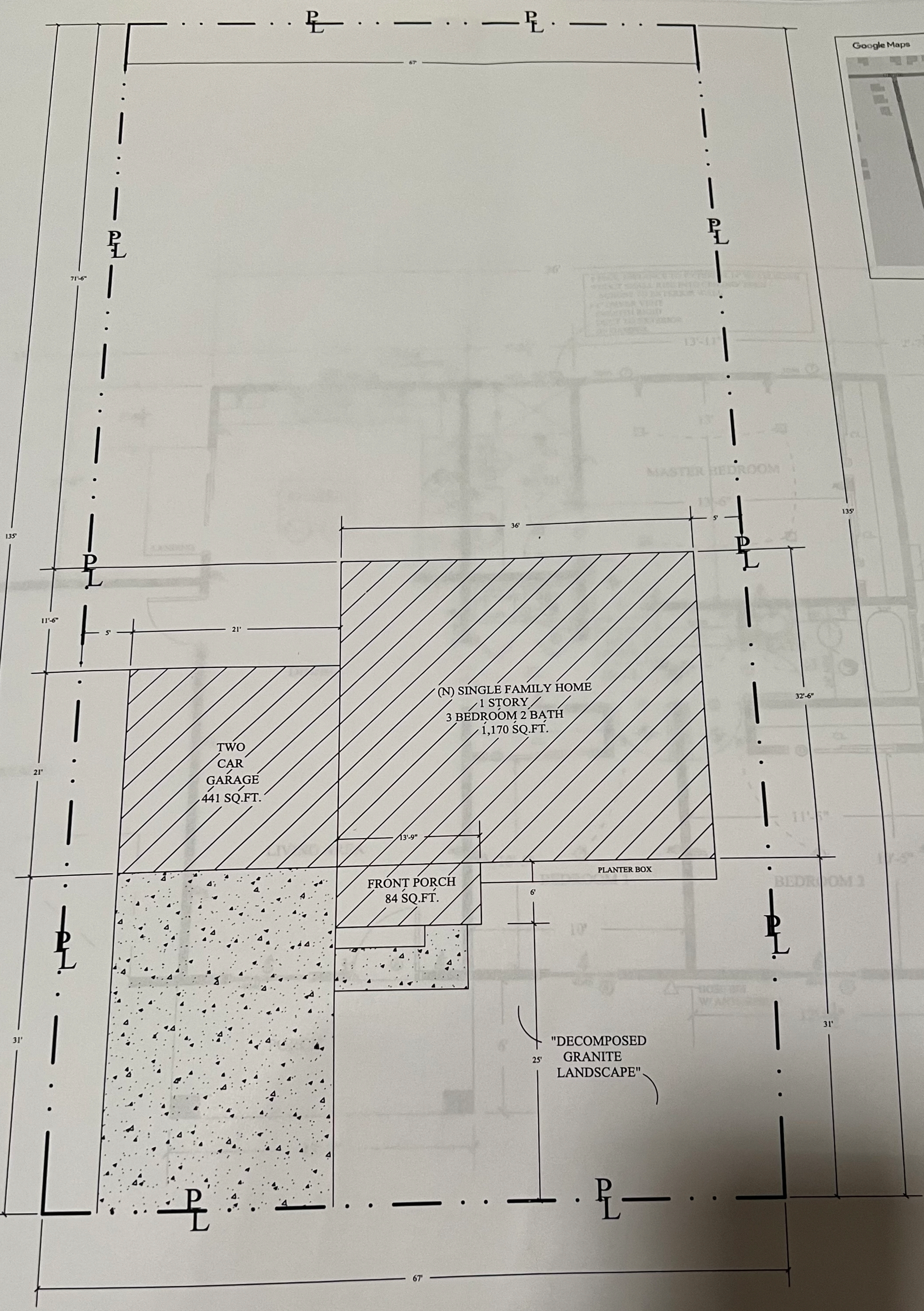
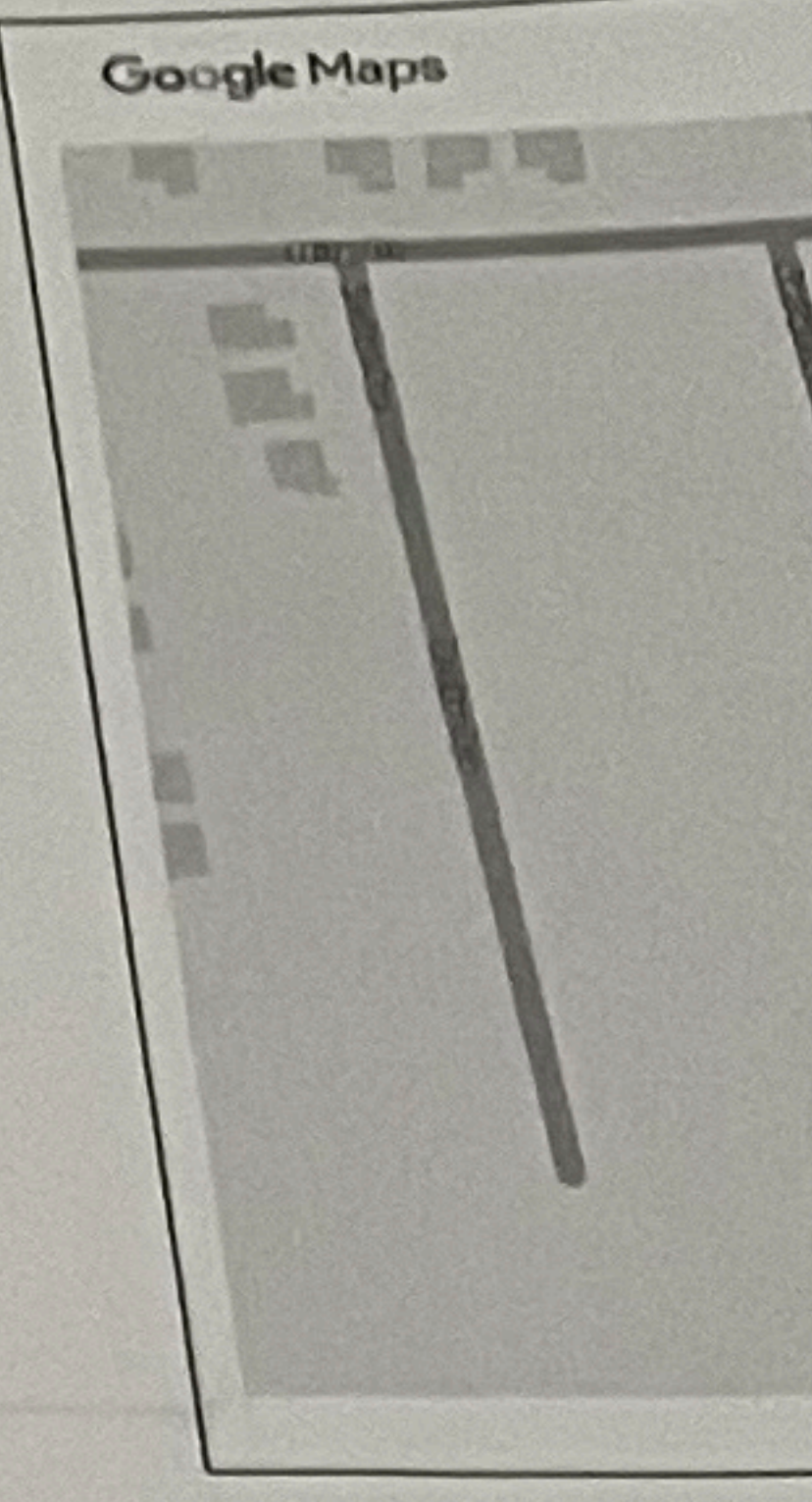
  
Owner's Signature

Johnny P Dominguez  
Owner's Name (Printed)

310-420-3353  
Daytime Phone Number

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



*1238 ROSELLE AVE.*

STREET WIDTH 60 FEET

RECORDING REQUESTED BY  
Title Insurance and Trust Company

61  
JOHN W. BERBERSON

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 1 to 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. 219, County of Imperial, the more restrictive of the two shall govern.

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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 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.

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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.

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 42" above the adjacent grade.

FENCES

B. BUILDING SETBACKS:

FRONT YARD SETBACK

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.

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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

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.

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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.

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**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

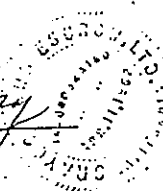
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PROVIDED, FURTHER, that a breach of any of the foregoing conditions, covenants, and/or restrictions shall not defeat or render invalid the lien of any mortgage, or deed of trust in good faith, and for value, as to said property or any part thereof; 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

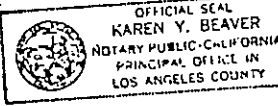


Subscribed and sworn to before me this

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

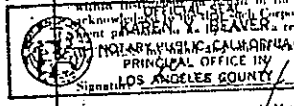


Dated: May 18, 1967

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 \_\_\_\_\_ known to me to be the \_\_\_\_\_

Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument, and each of them, and I acknowledge that the Corporation executed the within instrument in accordance with a resolution of its board of directors.



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

92  
JOHN W. HENNINGSON  
NOTARY PUBLIC

67 MAY 19 PM 2:16  
BOOK 1245 PAGE 959  
INFORMED SUBMITTER

MAY 19 1967

4680  
*[Handwritten signature]*

**Salton Community Services District**

**Architectural Committee Building Approval Form**  
Plan# 3121

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: \_\_\_\_\_  
Barbara Quiroz \_\_\_\_\_ Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_  
Cody Magee \_\_\_\_\_ Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_  
Lizabeth Flowers \_\_\_\_\_ Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: 1240 Roselle Ave City: Thermal CA 92274

Lot# 11 Block# 28 Tract# 767 Zone: K1  
APN: 008-701-016 Lot Size: 9087

**Living Area** 36 32.6  
Dimensions: Width: 10.9 Length: 10 Total Square Feet: 1170

**Patios**  
Dimensions: Width: 13.9 Length: 6' Total Square Feet: 84

**Carpport 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: \_\_\_\_\_

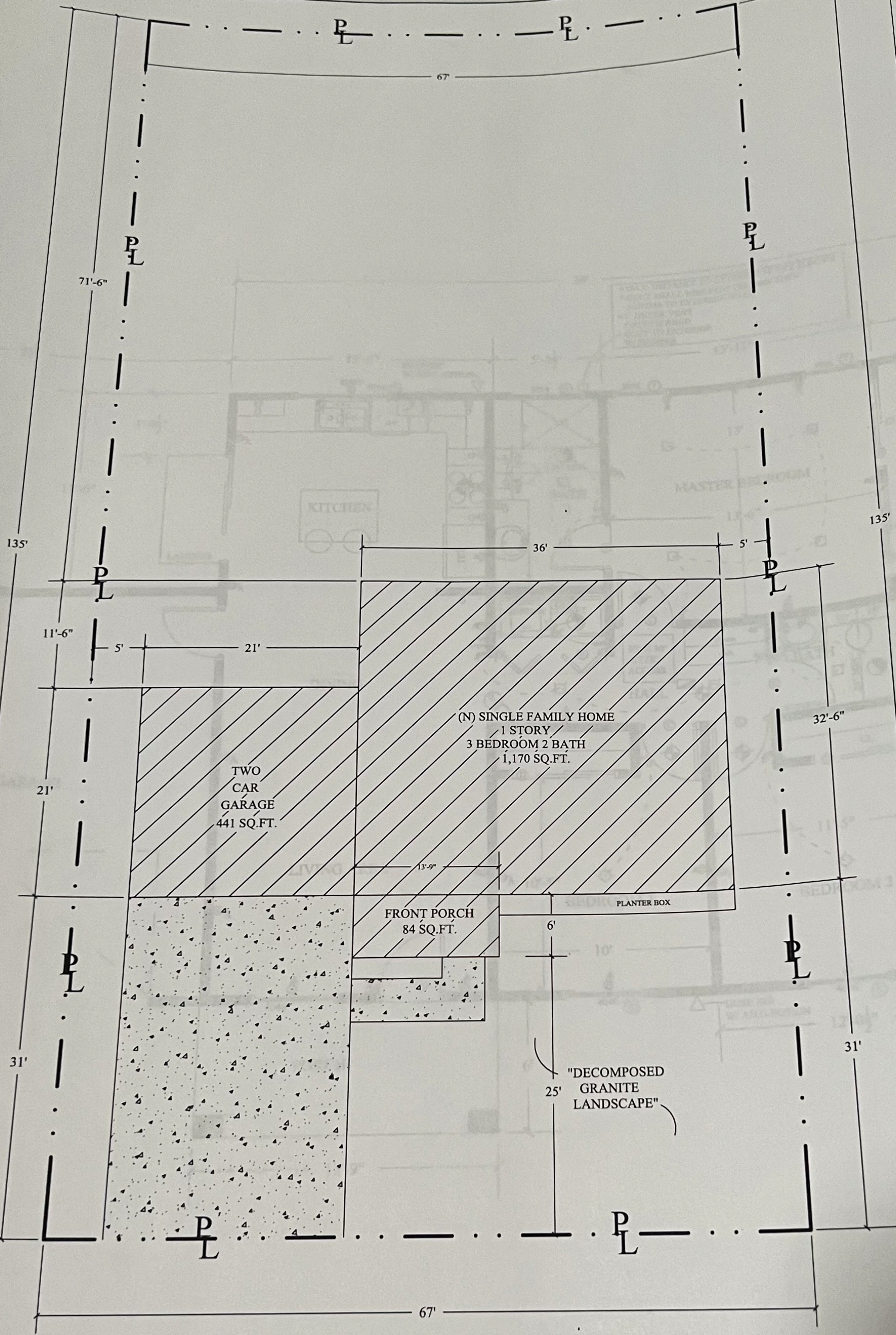
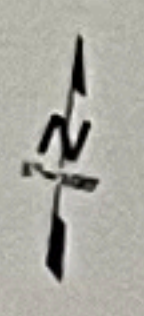
I, the undersigned, certify all information to be true and accurate description of my plans and intentions.

[Signature] \_\_\_\_\_ Jenray P. Dominguez 6-3-24  
Owner's Signature Owner's Name (Printed) Daytime Phone Number

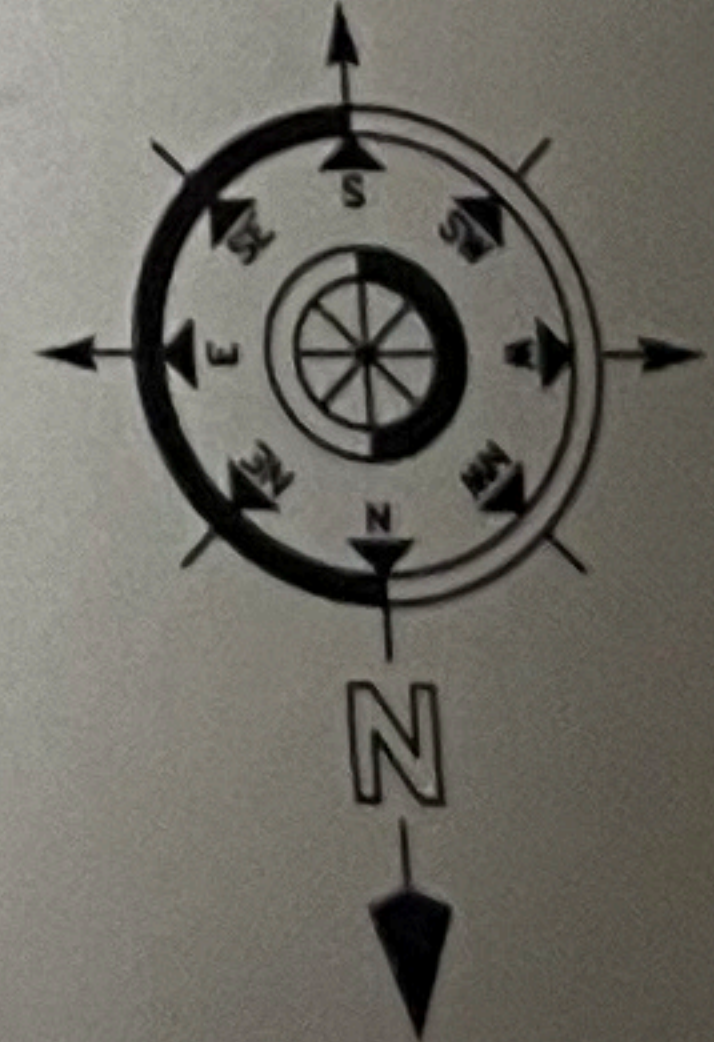
Address, City, State, Zip Code \_\_\_\_\_

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

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FLOOR PLAN  
SCALE 1/4" = 1'-0"



**1240 ROSELLE AVE.**

STREET WIDTH 60 FEET

RECORDING REQUESTED BY  
Title Insurance and Trust Company

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JOHN W. BERBERSON

DECLARATION OF RESTRICTIONS  
TRACT NO. 767, 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 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.

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[Handwritten signature]



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 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.

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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.

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 42" above the adjacent grade.

FENCES

B. BUILDING SETBACKS:

FRONT YARD SETBACK

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.

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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

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.

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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.

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**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.

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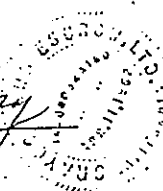
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PROVIDED, FURTHER, that a breach of any of the foregoing conditions, covenants, and/or restrictions shall not defeat or render invalid the lien of any mortgage, or deed of trust in good faith, and for value, as to said property or any part thereof; 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

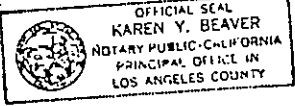


Subscribed and sworn to before me this

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

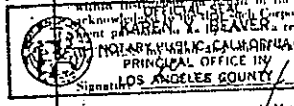


Dated: May 18, 1967

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 \_\_\_\_\_ known to me to be the \_\_\_\_\_

Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument, and that the Corporation therein named, and that KAREN Y. BEAVER a Notary Public, executed the within instrument in accordance with a resolution of its board of directors.



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

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JOHN W. HENNINGSON  
NOTARY PUBLIC

67 MAY 19 PM 2:16  
BOOK 1245 PAGE 959  
INFORMED SUBMITTER

MAY 19 1967

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