

SALTON COMMUNITY SERVICES DISTRICT

Architectural Committee Agenda

1209 Van Buren Ave. Salton City, CA 92275

www.saltoncsd.ca.gov

July 10, 2025

Open Session 9:30 a.m.

COMMITTEE MEMBERS:

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

STAFF:

Jazmine Madrigal, Administrative Assistant

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 08, 2025.

6. OLD BUSINESS:

7. NEW BUSINESS:

Plan#3151

Mahir Waber 1211 Marina Dr Salton City Ca, 92274 APN:014-231-006-000

Plan#3152

Gabriel Barreras 2044 Sea View Dr. Saslton City Ca, 92274 APN:016-481-009-000

Plan#3153

Braulio Oros 3857 Palm Dr Thermal Ca, 92274 APN:001-051-010-000

8. ADJOURNMENT:

Jazmine Madrigal, Administrative Assistant

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

May 8, 2025

Open Session 9:30 a.m.

COMMITTEE MEMBERS:

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

STAFF:

Jazmine Madrigal, Administrative Assistant

1. CALL TO ORDER:

9:30 A. M.

2. ROLL CALL:

Israel Gonzales: Present

Cody Magee: Present

Erick Cervantes: Absent

Barbara Quiroz: Present

Lizabeth Flowers: Present

3. PLEDGE OF ALLEGIANCE:

Israel Gonzales, Chairperson

4. PUBLIC COMMENTS:

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

5. CONSENT CALENDAR ITEMS:

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

- A. Approve the Minutes for the Architectural Committee on April 10, 2025.
Barbara Quiroz motioned to approve minutes for April 10, 2025. Cody Magee seconded the motion.

Roll Call:

Israel Gonzales: Yes

Cody Magee: Yes

Erick Cervantes: Absent

Barbara Quiroz: Yes

Lizabeth Flowers: Yes

6. OLD BUSINESS:

7. NEW BUSINESS:

Plan#3149

Mirian Juarez 579 Panorama Dr. Thermal Ca, 92274 APN:001-071-015-000

Lizabeth Flowers motioned to approve Plan #3149 579 Panorama Dr. Thermal Ca, 92274 APN: 001-071-015-000. Barbara Quiroz seconded the motion.

Roll Call:

Israel Gonzales: Yes

Cody Magee: Yes

Erick Cervantes: Absent

Barbara Quiroz: Yes

Lizabeth Flowers: Yes

Plan#3150

Rodolfo Vargas 2496 Shore Jewel Ave Thermal Ca APN:010-512-003

Cody Magee motioned to approve Plan #3150 2496 Shore Jewel Ave Thermal Ca APN: 010-512-003. Barbara Quiroz seconded the motion.

8. ADJOURNMENT:

Meeting adjourned at 9:47 pm

Jazmine Madrigal, Administrative Assistant

Israel Gonzles, Chairperson

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Salton Community Services District

Architectural Committee Building Approval Form

Plan# 3151

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#	<u>159161</u>
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: 1211 MARINA DRIVE City: SALTON CITY

Lot# 6-10 Block# 24 Tract# 573 Zone: C-2
APN: 014-231-006 THRU 010 Lot Size: 1.62 ACRES

Living Area

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

Patios

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

Carport or Garage

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

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.

Mahir Waber

Owner's Signature

Contact: Mahir Waber

Owner's Name (Printed)

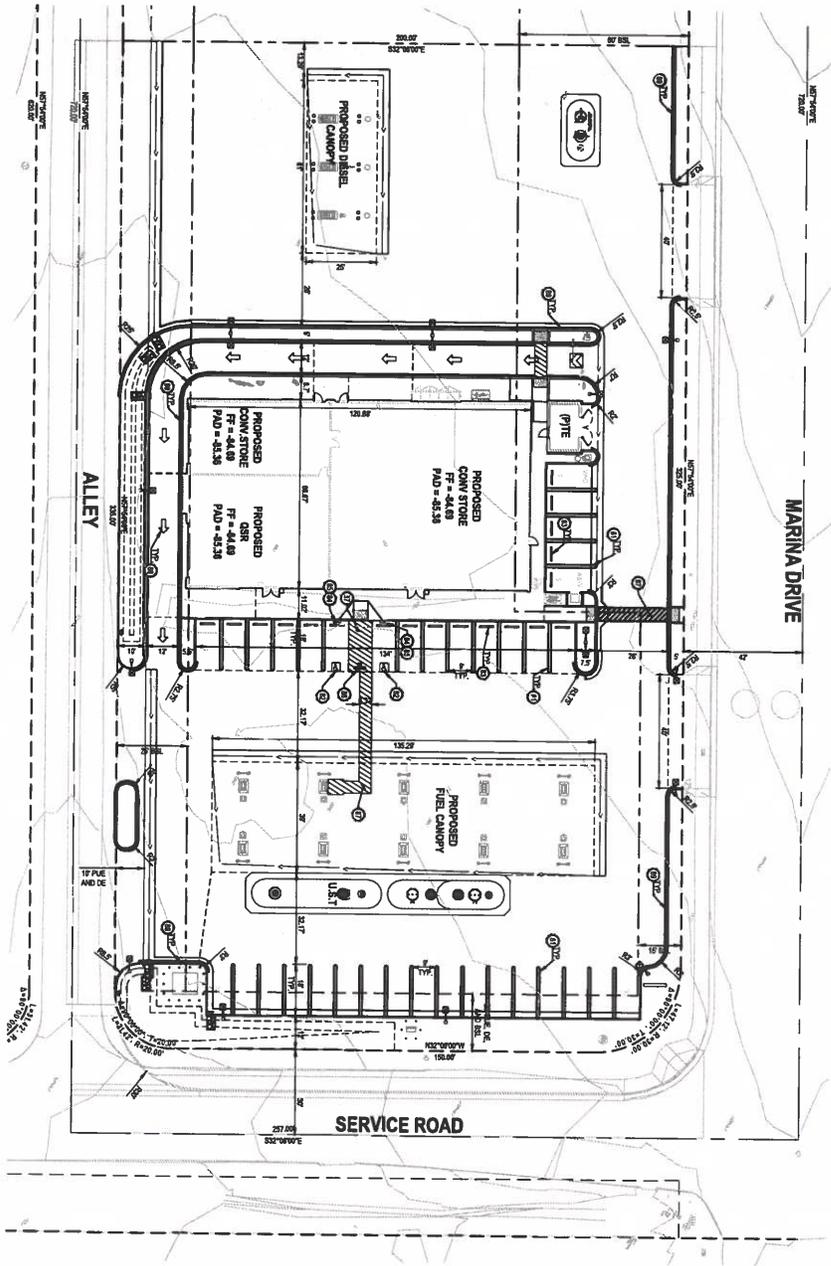
424-344-2464

Daytime Phone Number

3816 Stineman Ct, Suite 201, Long Beach, CA 90808

Address, City, State, Zip Code

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



- STAMPING AND RESHAPE CONSTRUCTION NOTES:**
- ① PART PAVED STALLS PER DETAIL 1 ON SHEET 11.
 - ② PART SOIL MANHOLE PER CALTRANS STD. PLAN RSP 400 AND DETAIL 7 ON SHEET 11.
 - ③ METALL. WHEEL STOP PER CALTRANS STD. PLAN RSP 400 AND DETAIL 8 ON SHEET 11.
 - ④ METALL. ACCESSIBLE FURNISH PER CALTRANS STD. PLAN RSP 400 AND DETAIL 9 ON SHEET 11.
 - ⑤ METALL. VVA ACCESSIBLE FURNISH PER CALTRANS STD. PLAN RSP 400 AND DETAIL 10 ON SHEET 11.
 - ⑥ METALL. VVA ACCESSIBLE FURNISH PER CALTRANS STD. PLAN RSP 400 AND DETAIL 11 ON SHEET 11.
 - ⑦ METALL. VVA ACCESSIBLE FURNISH PER CALTRANS STD. PLAN RSP 400 AND DETAIL 12 ON SHEET 11.
 - ⑧ METALL. VVA ACCESSIBLE FURNISH PER CALTRANS STD. PLAN RSP 400 AND DETAIL 13 ON SHEET 11.
 - ⑨ METALL. VVA ACCESSIBLE FURNISH PER CALTRANS STD. PLAN RSP 400 AND DETAIL 14 ON SHEET 11.
 - ⑩ METALL. VVA ACCESSIBLE FURNISH PER CALTRANS STD. PLAN RSP 400 AND DETAIL 15 ON SHEET 11.
 - ⑪ METALL. VVA ACCESSIBLE FURNISH PER CALTRANS STD. PLAN RSP 400 AND DETAIL 16 ON SHEET 11.
 - ⑫ METALL. VVA ACCESSIBLE FURNISH PER CALTRANS STD. PLAN RSP 400 AND DETAIL 17 ON SHEET 11.
 - ⑬ METALL. VVA ACCESSIBLE FURNISH PER CALTRANS STD. PLAN RSP 400 AND DETAIL 18 ON SHEET 11.
 - ⑭ METALL. VVA ACCESSIBLE FURNISH PER CALTRANS STD. PLAN RSP 400 AND DETAIL 19 ON SHEET 11.
 - ⑮ METALL. VVA ACCESSIBLE FURNISH PER CALTRANS STD. PLAN RSP 400 AND DETAIL 20 ON SHEET 11.
 - ⑯ METALL. VVA ACCESSIBLE FURNISH PER CALTRANS STD. PLAN RSP 400 AND DETAIL 21 ON SHEET 11.
 - ⑰ METALL. VVA ACCESSIBLE FURNISH PER CALTRANS STD. PLAN RSP 400 AND DETAIL 22 ON SHEET 11.
 - ⑱ METALL. VVA ACCESSIBLE FURNISH PER CALTRANS STD. PLAN RSP 400 AND DETAIL 23 ON SHEET 11.
 - ⑲ METALL. VVA ACCESSIBLE FURNISH PER CALTRANS STD. PLAN RSP 400 AND DETAIL 24 ON SHEET 11.
 - ⑳ METALL. VVA ACCESSIBLE FURNISH PER CALTRANS STD. PLAN RSP 400 AND DETAIL 25 ON SHEET 11.
 - ㉑ METALL. VVA ACCESSIBLE FURNISH PER CALTRANS STD. PLAN RSP 400 AND DETAIL 26 ON SHEET 11.
 - ㉒ METALL. VVA ACCESSIBLE FURNISH PER CALTRANS STD. PLAN RSP 400 AND DETAIL 27 ON SHEET 11.
 - ㉓ METALL. VVA ACCESSIBLE FURNISH PER CALTRANS STD. PLAN RSP 400 AND DETAIL 28 ON SHEET 11.
 - ㉔ METALL. VVA ACCESSIBLE FURNISH PER CALTRANS STD. PLAN RSP 400 AND DETAIL 29 ON SHEET 11.
 - ㉕ METALL. VVA ACCESSIBLE FURNISH PER CALTRANS STD. PLAN RSP 400 AND DETAIL 30 ON SHEET 11.

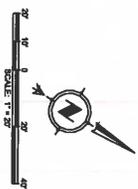


NO.	DATE	REVISIONS
1	1/27/2005	ISSUE FOR PERMIT
2	2/10/2005	REVISED PER COMMENTS
3	2/10/2005	REVISED PER COMMENTS
4	2/10/2005	REVISED PER COMMENTS
5	2/10/2005	REVISED PER COMMENTS
6	2/10/2005	REVISED PER COMMENTS
7	2/10/2005	REVISED PER COMMENTS
8	2/10/2005	REVISED PER COMMENTS
9	2/10/2005	REVISED PER COMMENTS
10	2/10/2005	REVISED PER COMMENTS

BENCHMARK
 BENCHMARK: 1988 BENCHMARK 1.111 AT ELEVATION 402.2.
 HORIZONTAL CONTROL: 1988 BENCHMARK 1.111 AT ELEVATION 402.2.
 VERTICAL CONTROL: 1988 BENCHMARK 1.111 AT ELEVATION 402.2.
 DATUM: 1988 BENCHMARK 1.111 AT ELEVATION 402.2.
 HORIZONTAL CONTROL: 1988 BENCHMARK 1.111 AT ELEVATION 402.2.
 VERTICAL CONTROL: 1988 BENCHMARK 1.111 AT ELEVATION 402.2.
 DATUM: 1988 BENCHMARK 1.111 AT ELEVATION 402.2.



HORIZONTAL CONTROL PLAN
C-STORE SALTION
 1511 MARINA DR., SALTION CITY, CA 95774
 DATE: 2/10/2005
 SHEET: 10
 OF 11 SHEETS



IMPERIAL COUNTY PUBLIC WORKS DEPARTMENT

155 South 11th Street, El Centro, CA 92243

Tel: (760) 482-4462 Fax: (760) 352-1272

ENGINEERING AND SURVEY PLAN CHECK CHECKLIST AND APPLICATION

Engineering Plan Check

DATE 04-01-25

Surveying Plan Check

Complete All Numbered Spaces!

Please Type or Print!

See Additional Handouts

1	Property Owners Name SALTON SEA ENTERPRISES, LLC	Phone No.
2	Mailing Address 1211 MARINA DRIVE, SALTON	Zip Code 92274
3	Project Site Address 1211 MARINA DRIVE, SALTON	
4	Assessors Parcel No. 014-231-006 THRU 010	Legal Description SEE ATTACHED
5	Describe Intended Use/ Scope of Work C-STORE AND GAS STATION	
6	Describe the proposed work (Attach sheet for additional information) PRECISE GRADING PLANS FOR A PROPOSED C-STORE AND GAS STATION	
7	Engineer / Contractor MAHIR WABER	Phone No. 424-344-2464
8	Mailing Address 3816 STINEMAN CT., SUITE 201, LONG BEACH	Zip Code 90808
9	Name and Address to which all Billings, Correspondences, and Refunds will be sent MAHIR WABER- 3816 STINEMAN CT., SUITE 201, LONG BEACH, CA	Zip Code 90808

ENGINEERING IMPROVEMENT AND SITE DEVELOPMENT PLAN CHECK

1. Improvement Plan Submittals

- _____ Cover letter or transmittal
- _____ Copy of an approval Tentative Map
- _____ Copy of Resolution of Approval with Conditions
- _____ 3 Blue lines of improvement plans
- _____ 3 Copies of Hydraulic and Hydrological report & calculations
- _____ 3 Copies of other supporting calculations for water, sewer and pavement section (if applicable)
- _____ 3 Copies of Improvement plan quantity estimate
- _____ 2 Copies of Soils Report, current within one year of submittal

2. Grading / Drainage Plan Submittals

- _____ Cover letter or transmittal
- _____ Copy of an approved Tentative Map (if applicable)
- _____ Copy of Resolution of Approval with conditions (if applicable)
- _____ Copy of Building Permit application for grading
- _____ 2 Blue lines of grading plans
- _____ 3 copies of Hydraulic and Hydrological report & calculations
- _____ 2 Copies of Soils Report, current within one year of submittal (if applicable)

SURVEY MAPS FOR PLAN CHECK

1. All Maps

- _____ Cover letter or transmittal
- _____ Copy of an approval Tentative Map
- _____ Fees per attached list of fees
- _____ Preliminary Title Report
- _____ 1 Copy of traverse calculation closure sheet and point sheet

2. Record of Surveys

- _____ 3 copies of Record of Survey Map
- _____ Secondary Documents
 - Survey swing tie cards
 - Copy of applicable deeds

3. Parcel Maps

- _____ 1 Copy of an approved Tentative Map
- _____ 1 Copy of Resolution of Approval with Conditions
- _____ 3 Copies of Parcel Map
- _____ Drainage/ Grading plan submittal or evidence of previous submittal acceptance
- _____ Secondary Documents
 - 2 copies of Environmental Constraint Map, if required
 - Right of Way documents
 - Survey swing tie cards
 - Land Owners agreement, if required
 - Copy of applicable deeds

4. Final Tract Maps

- _____ 1 Copy of an approved Tentative Map
- _____ 1 Copy of Resolution of Approval with Conditions
- _____ 3 Copies of Tract Map
- _____ Drainage/ Grading plan submittal or evidence of previous submittal acceptance
- _____ Secondary Documents
 - 2 copies of Environmental Constraint Map, if required
 - Right of Way documents
 - Survey swing tie cards
 - Land Owners agreement, if required
 - Copy of applicable deeds

DECLARATION OF RESTRICTIONSTRACT 573

THIS DECLARATION, made this 8th day of October, 1958, by SALTON RIVIERA, INC., a California Corporation, having its principal place of business in the City of AZUSA, Los Angeles County, California, hereinafter referred to as the Declarant.

WHEREAS, the Declarant is the owner of that certain Tract No. 573, Imperial County, California, as per plat thereof recorded in Book 5, Pages 1, records of said County, and

WHEREAS the Declarant is about to sell, dispose of or convey the lots in said Tract No. 573 above described, and desires to subject the same to certain protective covenants, conditions, restrictions (hereinafter referred to as "Conditions") between it and the acquirers and/or users of the lots in said Tract.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Declarant hereby certifies and declares that it has established and does hereby establish general plan for the protection, maintenance, development and improvement of said Tract, that

THIS DECLARATION is designed for the mutual benefit of the lots in said Tract and Declarant has fixed and does hereby fix the protective conditions upon and subject to which all lots, parcels and portions of said Tract shall be held, leased, or sold, and/or conveyed by them as such owners, each and all of which is and are for the mutual benefit of the lots in said Tract and of each owner thereof, and shall run with the land and shall inure to and pass said Tract and each and every parcel of land therein, and shall apply to and bind the respective successors in interest thereof, and are and each thereof is imposed upon said Tract as a mutual, equitable servitude in favor of each and every parcel of land therein as the dominant tenement or tenements.

SAID CONDITIONS ARE AS FOLLOWS:

That all of Block 24, Block 25, Block 26, and Block 27 shall be designated as Commercial and shall be improved, used, and occupied under the conditions hereinafter set forth under ZONE C-1 REGULATIONS, EXCEPTING THEREFROM:

All that portion of all the lots within Block 24, Block 25, Block 26, and Block 27 lying from the building setback line to the street and all that portion of the lots lying from the rear setback line to the rear lot line AS SHOWN ON THE RECORDED MAP.

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

That all of Block 21, Block 22, and Block 23 shall be designated as MOTEL SITES and shall be improved, used, and occupied for motel development under the conditions hereinafter set forth under CLASS I (3) ZONE R-3 REGULATIONS; that all of Block 20; lots 1 thru 6 inclusive of Block 17; lots 10 thru 16 inclusive of Block 16; lots 10 thru 17 inclusive of Block 15; and lot 9 of Block 5 shall be designated as multiple residence and shall be improved, used, and occupied under the conditions hereinafter set forth under CLASS I - ZONE R-3 REGULATIONS.

That all of Block 18, Block 19, lots 7 thru 14 inclusive of Block 17, lots 1 thru 9 inclusive of Block 16, lots 1 thru 9 inclusive of Block 15, lots 13 thru 28 inclusive of Block 7, and lots 1 thru 8 inclusive of Block 5 shall be designated as multiple residence lots and shall be improved, used, and occupied under the conditions hereinafter set forth under ZONE R-2 REGULATIONS.

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

OK
Awm
10/3/58

II. GENERALCOMMITTEE
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 been first delivered to and approved in writing by any two (2) members of a "Committee of Architecture" which shall be initially composed of G. W. Burmood, George McCarthy, and August Damon, provided that any vacancy on such committee caused by death, resignation, or disability to serve shall be filled on the nomination of SALTON RIVIERA, INC. It shall be the purpose of this committee to provide for the maintenance of a high standard of architecture and construction in such a manner as to enhance the aesthetic properties of the developed subdivision. Notwithstanding other requirements imposed, this committee shall require not less than twelve hundred (1,200) square feet of floor area for any single family residence INCLUDING carport, garage, covered porches, covered contiguous patios, etc., with a minimum floor area of eight hundred (800) square feet for living area in the dwelling portion of the structure. All structures shall basically be of ONE LEVEL construction and no 2-story structure shall be permitted unless, in the opinion of the Committee of Architecture such a structure conforms to the over-all design and pattern of development. On commercial structures submitted for approval, this committee may require changes, 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 deviation from those restrictions imposed by this declaration, when such exceptions, variances and deviations do, in no way, detract from the appearance of the premises, nor in any way be detrimental to the public welfare or to the property of other persons located in the vicinity thereof, in the sole opinion of the Committee.

SEWAGE
DISPOSAL

C. All buildings shall have a septic tank and leaching pit or pits, as may be required, installed in the rear yard, per specifications attached hereto and made a part hereof. In the event a lot is used for multiple residence purposes and additional pits are found necessary to properly dispose the fluids, then a greater area shall be taken in the front yard and properly connected to that in the rear. The responsibility for determining the need for additional pits shall be vested in the Desert Shores Community Services District. The Community Services District is vested with the responsibility and authority for the enforcement of these provisions.

III. RESIDENTIAL ZONES:

- A. As used in this declaration, "Residential Zones" means zones R-1, R-2 and R-3.
- B. A person shall not use any premises in any residential zone, which is designed, arranged or intended to be occupied or used for any purpose, other than expressly permitted in this declaration.
- C. In any building project, during construction and sixty (60) days thereafter, property in a residential zone may be used for the storage of materials used in the construction of the individual buildings in project and for the contractor's temporary office. Said construction period shall not exceed ninety (90) days, unless specifically approved by the Committee of Architecture.
- D. A person shall not keep or maintain any live pig or hog or livestock or goats, cows or fowl of any age in any residential zone, whether such animals are kept or maintained for the personal use of the occupants or otherwise.
- E. No person shall cause to be erected a sign, advertisement billboard or advertising structure of any kind of any of the unimproved residential lots, except that a temporary permit, limited to a ninety-day period, for signs for houses to be sold or exhibited be first obtained by application to the architectural committee. The architectural committee may approve the location of these signs within the front set-back of the lot.
- 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.

STORAGE
OF
MATERIALS

LIVESTOCK

SIGNS

TEMPORARY
BUILDINGSTRAILER
USEBUILDING
EXTERIOR

PLUMBING

TEMPORARY
OFFICESSTORAGE
OF
TOOLS
AND
TRASH

ZONE R-1 REGULATIONS

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

- A. A Single family residence, together with outbuildings customary to such use, located on the same lot or parcel of land, including:
 - 1. A private garage with a capacity not to exceed three (3) automobiles.
 - 2. A boat repair or storage building for the personal use of the occupant.
 - 3. A children's playhouse.
 - 4. Lath or greenhouses.
 - 5. Tool houses.
 - 6. Hobby shops not used commercially.
- B. 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."
- C. The following auxiliary uses, if they do not alter the character of the premises as single family residences:
 - 1. 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.
 - 2. Fences, walls, or hedges may be erected, started or maintained to a height of 72" above the adjacent grade, when used as a property line or boundary separation, except that no fence, wall, or hedge may be used for this purpose in the front setback area of a lot in excess of 42" above the adjacent grade.

2. BUILDING SETBACKS:

- A. Front yard setbacks shall conform to a minimum depth of twenty-five (25) feet and a maximum depth of thirty-five (35) feet from the front property line to the furthest structural projection, including eaves, overhangs, porches or any building or structure.
- B. Side yard setbacks. A side yard shall be maintained of at least five (5) feet in depth from all side property lines to the building line of any structure, with a minimum clearance of 30" from eaves or other projections to the side property line, EXCEPT 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 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.
- C. Rear yard setback. 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.

3. 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

ZONE R-1 REGULATIONS: (continued)

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 to not exceed maximum vehicle storage requirements as outlined above.

4. 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.

5. REQUIRED LAND AREA:

A person shall not erect, construct, occupy or use more than one single family residence on any parcel of land or lot, except that the parcel of land or lot shall contain a minimum of ten thousand (10,000) square feet of area for each residence.

6. BUILDING HEIGHT LIMITATION:

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

ZONE R-2 REGULATIONS

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

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

2. BUILDING SETBACKS:

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

3. VEHICLE STORAGE:

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

4. SUBDIVISION OF LOTS:

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

5. REQUIRED LAND AREA:

A person shall not erect, construct, occupy or use more than one two-family residence or two one-family residence on any parcel of land or lot, except that the parcel of land or lot shall contain a minimum of ten thousand (10,000) square feet of area for each two-family residence or five thousand (5,000) square feet of area for each single family residence.

6. REQUIRED BUILDING AREA:

Notwithstanding other requirements imposed by these restrictions under GENERAL, the "Committee of Architecture" shall in two-family residences require not less than five hundred (500) square feet of living area for each one bedroom unit, or not less than six hundred (600) square feet of living area for each two bedroom unit, in addition to a minimum floor area of four hundred (400) square feet of attached garage, attached carport, covered porches, covered contiguous patios, etc.

7. 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

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

A. CLASS I

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

B. 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."

1. Trailer Parks.
2. Colleges and Universities.
3. Private schools.

II. BUILDING SETBACKS:

- A. Front yard setbacks shall conform to a minimum depth of twenty (20) feet from the front property line to the furthest structural projection, including eaves, overhangs and porches of any building or structure.
- B. 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 from any portion of the furthest structural projection to the property line facing and parallel to the street adjacent to the longest side of the lot.
- C. Rear yard Setback shall conform to those as required in Zone R-1.

III. VEHICLE STORAGE:

Every dwelling, apartment house or structure in Zone R-3, designed for or intended to be used as a dwelling, or apartment house, shall have on the same lot or parcel of land, automobile storage space conveniently accessible from the street, and not located at any place where the erection of structures is prohibited, of sufficient capacity to accommodate one (1) automobile for each family for the permanent housing, of which such dwelling, apartment house or other structure is designed.

IV. 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.

V. 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 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

ZONE R-3 REGULATIONS: (continued)

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

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

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

PROVIDED FURTHER, that if any owner of any lot in said property or his heirs, or assigns, shall violate or attempt to violate any of the conditions, covenants and/or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants, and/or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

PROVIDED FURTHER, that a breach of any of the foregoing conditions, covenants, and/or restrictions shall not defeat or render invalid the lien of any mortgage, or deed of trust in good faith, and for value, as to said property or any part thereof; but such conditions, covenants, and/or restrictions shall be binding upon and effective against any owner of any lot or lots in said property whose title is acquired by foreclosure, trustee's sale, or otherwise.

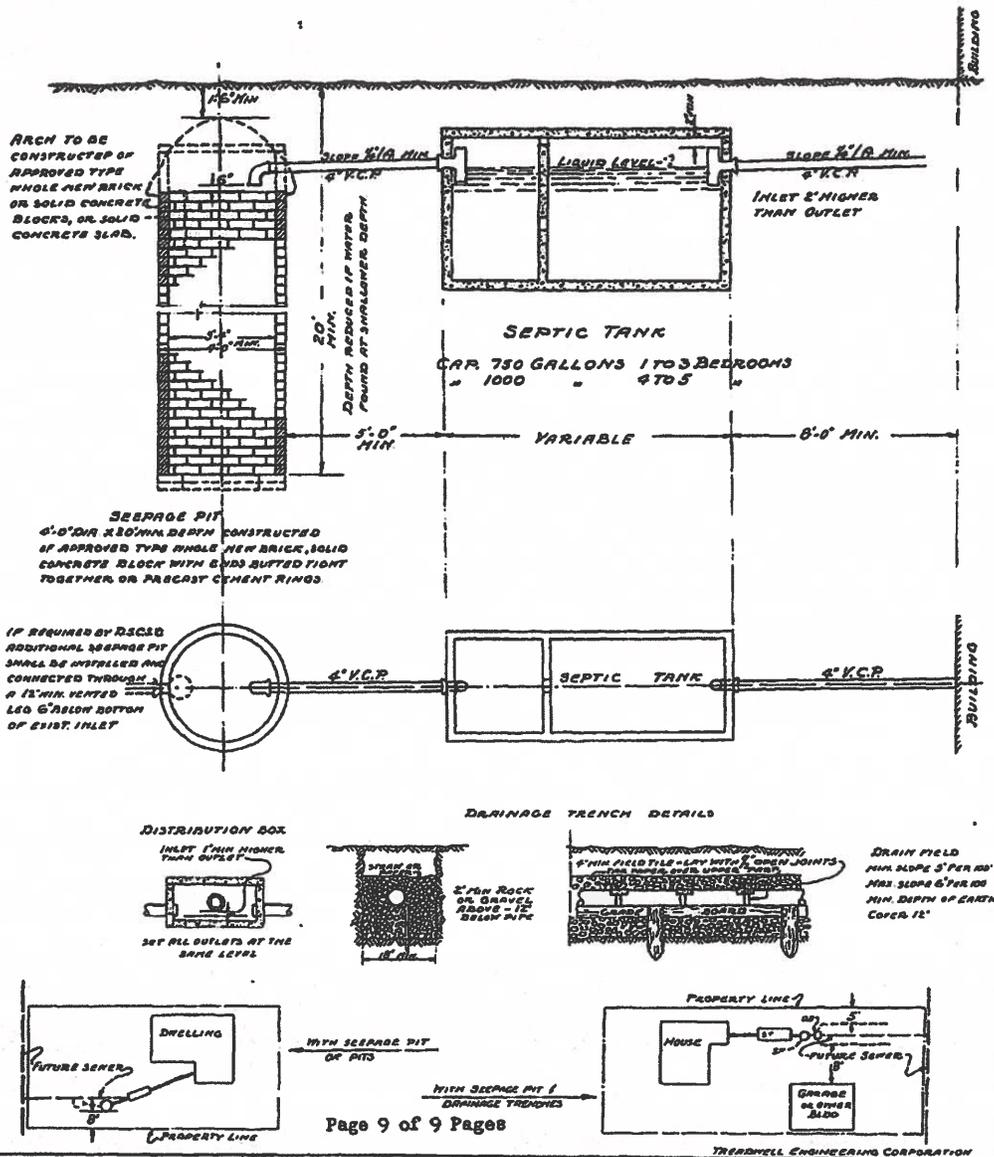
IN WITNESS WHEREOF, SALTON RIVIERA, INC. has caused its corporate name and seal to be hereunto affixed by its officers thereunto duly authorized this 8th day of October, 1958

(Owner) SALTON RIVIERA, INC.

By M. Fenn Phillips
President
By S. Kelly
Asst. Secretary

524 556 (Corporation)
STATE OF CALIFORNIA } SS.
COUNTY OF Los Angeles
On October 8, 1958
before me, the undersigned, a Notary Public in and for said County and State, personally appeared M. Fenn Phillips
known to me to be the President, and
S. Kelly
known to me to be Assistant 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
then therein named, 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.
(Seal) William L. Cowell
My Commission Expires August 1, 1960 in said County and State

DESERT SHORES COMMUNITY SERVICES DISTRICT
SEEPAGE PIT AND SEPTIC TANK DETAILS



19

DOCUMENT NO. _____
RECORDED REQUEST OF
PIONEER TITLE INSURANCE COMPANY

1958 OCT 8 AM 9:02

BOOK 1005 PAGE 685

OFFICIAL RECORDS
IMPERIAL COUNTY, CALIF.
EVALYN B. WESTERFIELD
COUNTY RECORDER

#990

20

Distrito De Servicios Comunitarios De Salton

Formulario De Aprobacion del Comite de Arquitectura Del Edificio

Plan# 0152

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 <u>X</u> _____	No. de Cheque: <u>Cash</u> _____
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 conexión de alcantarillado. Tarifa de aprobación del plan y tarifa del desarrollador adeudadas en el momento de la presentación 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: 2044 Sea View Dr Ciudad: Salton City

Lote: 03 APN: 016-481-009-000 Tracto: 624 Zona: _____

Sala de estar:

Dimensiones: Ancho: 24' Largo: 60' Cuadros Totales: 1,440'

Patios

Dimensiones: Ancho: _____ Largo: _____ Cuadros Totales: _____

Cochera o Garaje:

Dimensiones: Ancho: _____ Largo: _____ Cuadros Totales: _____

Adiciones de Habitación:

Dimensiones: Ancho: _____ Largo: _____ Cuadros 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.

GABRIEL
Firma del Dueno

Gabriel Barreras
Nombre del Propietario

760-391-7172
Telefono

50415 Tomas lane COACHELLA CA. 92236

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 pedira que lo vuelva a presentar para su aprobacion.

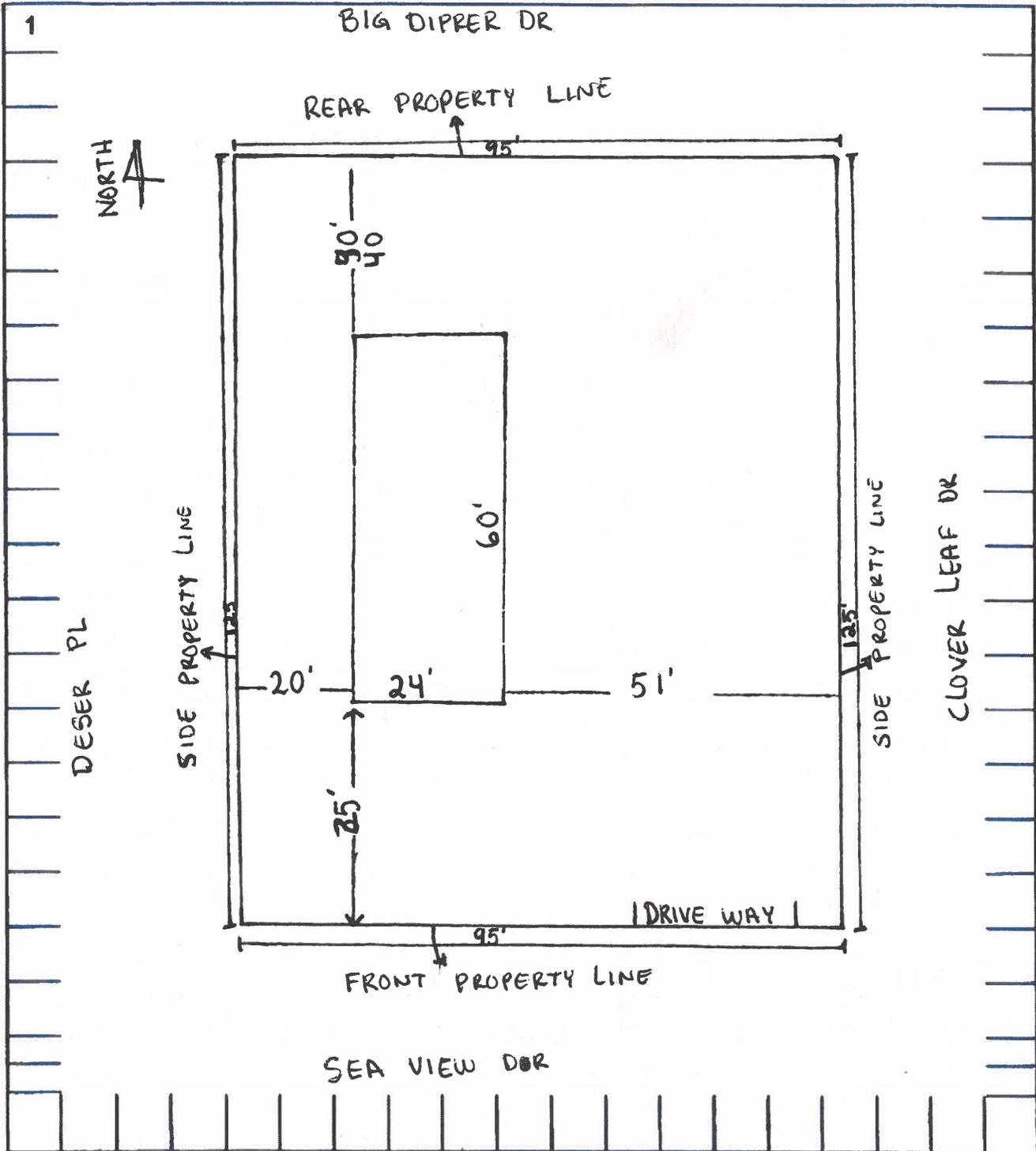
SITE PLAN

I.C. PLANNING & DEVELOPMENT SERVICES DEPT
801 Main Street, El Centro, CA 92243 (760) 482-4236

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 Gabriel Barreras Carrasco	APPLICANT PHONE NO. 3 760-391-7172	SIZE OF PARCEL 4 11,422
PROJECT SITE ADDRESS 5 2044 SEA VIEW DR. SALTON CITY CA 92274		ASSESSOR'S PARCEL NO. 6 016-481-009-000

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

PERMIT APPLICATION

I.C. PLANNING & DEVELOPMENT SERVICES DEPT
801 Main Street, El Centro, CA 92243 (442) 265-1736

- | | | | |
|-------------------------------------|-------------------------------------|--|--|
| <input type="checkbox"/> BUILDING | <input type="checkbox"/> DEMOLITION | <input type="checkbox"/> NEW RESIDENTIAL | <input type="checkbox"/> REMODEL RESIDENTIAL |
| <input type="checkbox"/> ELECTRICAL | <input type="checkbox"/> GRADING | <input type="checkbox"/> NEW COMMERCIAL | <input type="checkbox"/> REMODEL COMMERCIAL |
| <input type="checkbox"/> MECHANICAL | <input type="checkbox"/> POOL | <input type="checkbox"/> NEW INDUSTRIAL | <input type="checkbox"/> REMODEL INDUSTRIAL |
| <input type="checkbox"/> PLUMBING | <input type="checkbox"/> SIGN | | |

COMPLETE ALL NUMBERED SPACES! PLEASE TYPE OR PRINT! READ INSTRUCTIONS ON THE BACK!

1. PROPERTY OWNERS NAME	EMAIL ADDRESS	
2. MAILING ADDRESS	ZIP CODE	PHONE NUMBER
3. PROJECT SITE ADDRESS	LOCATION	
4. ASSESSOR'S PARCEL NO.	LEGAL DESCRIPTION	
5. DESCRIBE INTENDED USE		
6. DESCRIBE (CLEARLY) THE PROPOSED WORK		
7. ARCHITECT / ENGINEER	LICENSE NO.	EMAIL ADDRESS
8. MAILING ADDRESS	ZIP CODE	PHONE NUMBER
9. CONTRACTORS NAME	LICENSE NO.	EMAIL ADDRESS
10. MAILING ADDRESS	ZIP CODE	PHONE NUMBER

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

I have and will maintain a certificate of self-insurance for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work which this permit is issued.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number:

Policy Number: _____ Carrier: _____

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and Labor Code, I shall forthwith comply with these provisions.

11. Date: _____ Applicant: _____

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3700 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

VALUATION

ZONE AREA	
OCCUPANCY GROUP	
CONSTRUCTION TYPE	

12. SIGNATURE OF OWNER	13. SIGNATURE OF CONTRACTOR
------------------------	-----------------------------

DATA

ELECTRICAL APPROVAL

GAS APPROVAL

FINALED EXPIRED

RECEIPT NO.

DATE ISSUED

APPROVALS REQUIRED

WORKERS' COMPENSATION	PUBLIC WORKS	DATE
SCHOOL FEES	EMS	DATE
ARCHITECT COMMITTEE	FIRE / OES	DATE
REJECTED	RESUBMITTED	APCD / AG
SPECIAL LAND USE PERMIT	PLANNING	DATE

BMI	
BUILDING PERMIT	
PLAN CHECK	
ELECTRICAL PERMIT	
PLUMBING PERMIT	
MECHANICAL PERMIT	
GENERAL PLAN	
ZONE REVIEW	
LEGAL SERVICE	
ADMINISTRATIVE	
FIRE MITIGATION	
ADDITIONAL	
SHERIFF MITIGATION	
OTHER	

PERMIT NUMBER	RECEIVED BY	DATE	APPROVED BY	DATE
---------------	-------------	------	-------------	------

FEE \$

DECLARATION OF RESTRICTIONSTRACT 624

THIS DECLARATION, made this 10th,
day of November, 1959, by SALTON RIVIERA, INC.,
a California Corporation, having its principal place of
business in the City of Azusa, Los Angeles County,
California, hereinafter referred to as the Declarant.

WHEREAS, the Declarant is the owner of that
certain Tract No. 624, Imperial County, California,
as per plat thereof recorded in Book 7, Pages 25,
records of said County, and

WHEREAS the Declarant is about to sell, dispose of
or convey the lots in said Tract No. 624 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 here-
by 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 par-
cel 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:

All lots of said Tract shall be designated as R-1
and shall be used, occupied, and improved as single residence
lots under the conditions as hereinafter set forth under Zone
R-1 REGULATIONS.

II. GENERAL

- 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 (?) members of a "Committee of Architecture" which shall be initially composed of C. W. BURROD, GEORGE MC CARTHY, and AUGUST DIXON, provided that any vacancy on such committee caused by death, resignation, or disability to serve shall be filled on the nomination of SALTON RIVERA, INC. It shall be the purpose of this committee to provide for the maintenance of a high standard of architecture and construction in such a manner as to enhance the aesthetic properties of the developed subdivision. Notwithstanding other requirements imposed, this committee 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, etc., with a minimum floor area of (800) Eight hundred 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 affecting the property values of the community in which such use or uses are to be located.
- B. It shall remain the prerogative and in the jurisdiction of the "Committee of Architecture" to review applications and grant approvals for exceptions to this declaration. Variations from requirements and, in general, other forms of deviation from those restrictions imposed by this declaration, when such exceptions, variances and deviations do, in no way, detract from the appearance of the premises, nor in any way be detrimental to the public welfare or to the property of other persons located in the vicinity thereof, in the sole opinion of the "Committee".
- C. All buildings shall have a septic tank and leaching 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 of the occupants or otherwise.
- E. No person shall cause to be erected a sign, advertisement billboard or advertising structure of any kind of any of the unimproved residential lots, except that a temporary permit, limited to a ninety-day period, for signs for houses to be sold or exhibited be first obtained by application to the architectural committee. The architectural committee may approve the location of these signs within the front set-back of the lot.
- 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.

STORAGE
OF
MATERIALS

LIVESTOCK

SIGNS

TEMPORARY
BUILDINGSTRAILER
USEBUILDING
EXTERIOR

PLUMBING

TEMPORARY
OFFICESSTORAGE
OF
TOOLS
AND
TRASH

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. 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 the "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 no kitchen or kitchen facilities and are not rented or otherwise used as a separate dwelling.
 - b. Fences, walls, or hedges may be erected, started or maintained to a height of 7' above the adjacent grade when used as a property line or boundary separation, except that no fence, wall, or hedge may be used for this purpose in the front setback area of a lot in 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 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 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 to not exceed maximum vehicle storage requirements as outlined above.
- D. SUBDIVISION OF LOTS:**
No lot or parcel of land shall be divided into smaller lots or parcels under any conditions or circumstances whether for lease, sale, or rental purposes.
- E. REQUIRED LAND AREA:**
A person shall not erect, construct, occupy, or use more than one (1) single family residence on any parcel of land or lot.
- F. BUILDING HEIGHT LIMITATION:**
All structures shall be of ONE-LEVEL construction unless as otherwise provided for under GENERAL of these restrictions.

These conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1968, at which time said Conditions and Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of a majority of the lots in said Tract, it is agreed to change said Conditions in whole or in part.

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

PROVIDED FURTHER, that if any owner of any lot in said property or his heirs, or assigns, shall violate or attempt to violate any of the conditions, covenants and/or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants, and/or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

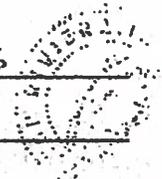
PROVIDED FURTHER, that a breach of any of the foregoing conditions, covenants, and/or restrictions shall not defeat or render invalid the lien of any mortgage, or deed of trust in good faith, and for value, as to said property or any part thereof; but such conditions, covenants, and/or restrictions shall be binding upon and effective against any owner of any lot or lots in said property whose title is acquired by foreclosure, trustee's sale, or otherwise.

IN WITNESS WHEREOF, SALTON RIVIERA, INC. has caused its corporate name and seal to be hereunto affixed by its officers thereunto duly authorized this 10th day of November, 1959

(Owner) SALTON RIVIERA, INC.

By [Signature]
President

By [Signature]
Asst. Secretary



524 5-56 (Corporation)

STATE OF CALIFORNIA } SS.
COUNTY OF Los Angeles

On November 10, 1959

before me, the undersigned, a Notary Public in and for said County and State, personally appeared E. Penn Phillips

known to me to be the President, and

known to me to be the K. Kelly

Asst. Secretary of

the Corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the Corporation 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.
(Seal) [Signature]
Notary Public in and for said County and State.

DOCUMENT NO. 37
RECORDED & INDEXED
PIONEER TITLE INSURANCE COMPANY

1959 NOV 10 AM 10:10

BOOK 1036 PAGE 81

OFFICIAL RECORDS
IMPERIAL COUNTY, CALIF.
EVALYN B. WESTERFIELD
COUNTY RECORDER

INDEXED

Salton Community Services District

Architectural Committee Building Approval Form

Plan# 3153

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>	<u>cash</u> + <u>50.00</u>
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 W/B _____ Approved: _____ Disapproved: _____ Date: _____

Street Address: 3857 PALM DR. City: Thermal Ca.

Lot# 2 Block# C Tract# DS Unit 1 Zone: R-1
APN: 001-031-010-000 Lot Size: _____

Living Area

Dimensions: Width: 34' Length: 32' Total Square Feet: 1,182

Patios

Dimensions: Width: 7'-5" Length: 14'-4" Total Square Feet: 107.25

Carport or Garage

Dimensions: Width _____ Length: _____ Total Square Feet: N/A

Room Addition

Dimensions: Width _____ Length: _____ Total Square Feet: N/A

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.

 Bravlio Oros 760 808-4512
 Owner's Signature Owner's Name (Printed) Daytime Phone Number

DR. RESTORATION

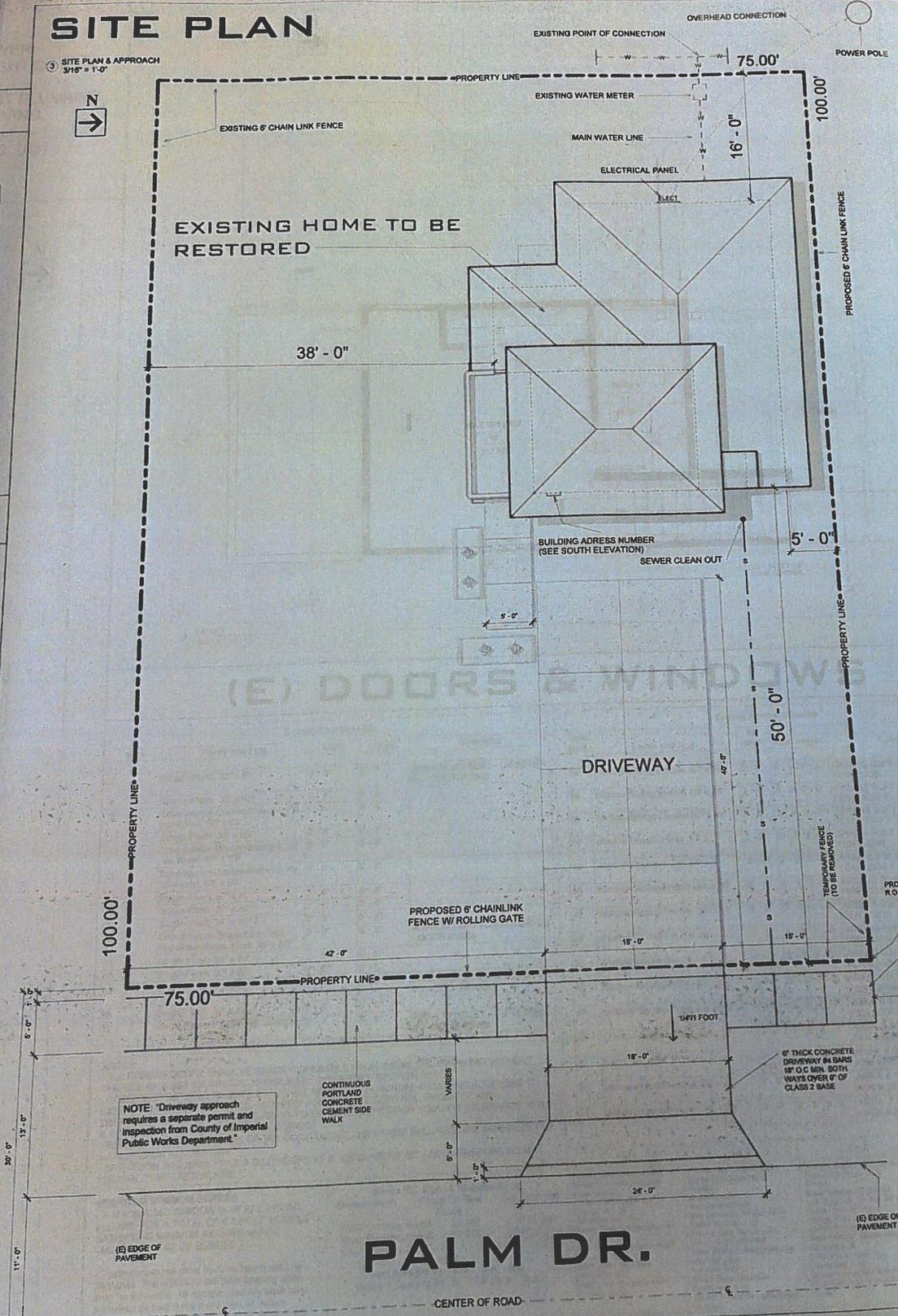
SITE PLAN

3 SITE PLAN & APPROACH
3/16" = 1'-0"



Sheet Number
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RESTORATION PROJECT

3857 PALM DR. THERMAL

CA. 92274

JOSE I. MORE
RAMIREZ
BRENDA Y. D

TITLE SHEET
SITE PLAN

Date _____

Drawn By _____

Scale _____

A1

DECLARATION OF PROTECTIVE RESTRICTIONS

DESERT SHORES UNIT #1

THIS DECLARATION OF PROTECTIVE RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIMITATIONS, LIENS AND CHARGES made this 12th day of April, 1955 by THE ILLIANA CORPORATION, a California Corporation or its successors in interest, as "Declarant".

THAT WHEREAS, the undersigned, THE ILLIANA 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 A; Lots 1 to 12, both inclusive, Block B; Lots 1 to 23, both inclusive, Block C; Lots 1 to 27, both inclusive, Block D; Lots 1 to 31, both inclusive, Block E; Lots 1 to 33, Block F; Lots 1 to 18, both inclusive, Block G, DESERT SHORES UNIT #1, being a subdivision of a portion of the East half of Section 9, Township 9 South, Range 9 East, SBBM, plat of which is hereto attached.

WHEREAS, certain of the above lots may be improved by the construction thereon of single family residences while certain others may be improved by the construction thereon of stores and duplexes, etc., 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, except those numbered from 1 to 17 in Block A and 1 to 12 in Block B 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 out-buildings. That 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. Lots numbered from 1 to 7 in Block A and 1 to 5 in Block B, shall be designated as and considered business or commercial lots. No permanent commercial building shall be constructed on any business lot which shall be less than 25 feet in width, nor have a ground floor square foot area of less than 750 square feet. Lots 8 to 17, Block A and 6 to 12, Block B are hereby designated as multiple dwelling lots permitting the construction of not more than six rental units. *per floor*
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 other than business lots 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 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 provided that any such fence, wall or hedge extending along either side lot line 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, nor 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. 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 so been made the covenants shall automatically be extended for successive periods of 10 years unless and until any changes have been made.
9. That if the parties hereto or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent or enjoin him or them from so doing or to recover damages or other dues for such violation.
10. 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.
11. 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, trustees sale or otherwise.
12. 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 or actions 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.
13. Subject to 5 feet public utility easements as shown on plat of Desert Shores.
14. That within a reasonable time after delivery of deed, as provided in this agreement the Vendor shall deliver to the purchaser, at Vendor's option a policy of title insurance issued by Pioneer Title Insurance and Trust Company, or any other reputable title company, or abstract of title 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.
15. 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.
16. READ THIS CONTRACT CAREFULLY, EXAMINE THE REAL ESTATE HEREIN DESCRIBED AND CHECK THE LOCATIONS AND SIZE OF THE REAL ESTATE WITH PLAT BEFORE SIGNING.

THE ILLIANA CORPORATION,

BY _____ (SEAL)
President

ATTEST: _____ (SEAL)
Secretary