

AGENDA  
ITEM

**13**



# AGENDA STAFF REPORT

February 5, 2020 carried over from 1-22-2020

DATE: ~~January 22, 2019~~

TO: Mayor and City Council

APPROVED BY: David Dale, City Manager *DD*

PREPARED BY: Christopher Velasco, Contract Planner *CV*

SUBJECT: Adopt a Resolution Approving Recordation of Final Map Subdivision No. 058-756-036 and 058-756-037 – Meadows East Unit 1

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**Recommendation:**

The Planning Division recommends that the City Council debate and vote to approve resolution approving recordation of Final Map Subdivision No. 058-756-036 and 058-756-037 – Meadows East Unit 1 for either option A 3 Lots or option B 4 Lots.

**Option A.** The Planning Commission amended the application and recommended approval of a subdivision of approximately subdivide two parcels, each of which are approximately .288 and .272 acres of land, respectively, in order to create three (3) parcels, parcel 1, 2 and 3 are approximately .186 acres in size.

**Option B.** The option presented and recommended for approval to the Planning Commission by the Planning Division proposes the subdivision of approximately subdivide two parcels, each of which are approximately .288 and .272 acres of land, respectively, in order to create four (4) parcels, parcel 1, 2 and 3 are approximately .152 acres in size, parcel 4 is approximately .139 acres in size. Parcel 4 will be deed restricted as affordable for moderate income households.

The project is exempt from formal environmental review pursuant to Section 15315 - Class 15, Minor Land Divisions, of the California Environmental Quality Act (CEQA) Guidelines.

AGENDA ITEM <i>13</i>
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**Background:**

Susan Solis (referred to as Applicant hereafter) has submitted a Tentative Parcel Map (TPM) to legally subdivide two parcels, each of which are approximately .288 and .272 acres of land, respectively, in order to create four (4) parcels, parcel 1, 2 and 3 are approximately .152 acres in size, parcel 4 is approximately .139 acres in size. Property was then sold to Rafael Chao, who had been the authorized representative for Ms. Solis; at the time of application Mr. Chao noted that the property was in the process of being sold. Sale has been reflected in the property records maintained by the County of Imperial. Applicant submitted a Uniform Application for a TPM on August 06, 2019. The Planning Division reviewed the application for conformance with the State Subdivision Map Act and the City's related ordinances. The minimum lot size under the Development Standards for R Zones is 6,000 SF or .137 acres (there is a 5,000 SF minimum for deed restricted affordable housing developments). The proposed new parcels would exceed the minimum standards. TPM was tentatively approved for conformance with the Calexico Municipal Code and sent to the Project Review Committee on August 22, 2019. During the PRC meeting there were no comments from the committee relating to the particular TPM. The Map was then sent to the City's Engineering Division for review.

On December 18, 2019, the City Council opened the public hearing and continued the item for January 22, 2020 to allow for the absent Council members to be present.

**Analysis and Discussion:**

The existing surrounding residential and industrial uses of the area are compatible with the proposed parcel map drawn by the engineer and would not cause any direct impacts beyond those which existed in the area prior to the parcel map application being the applicants. Under the parcel's CC&R any new construction has to be reviewed by an Architectural Review Committee based out of Desert Hot Springs, for more information, please see the CC&R.

The proposed land division in Option A and Option B has been reviewed by city engineering and planning staff and complies with Calexico's adopted zoning and subdivision ordinances including minimum lot size, width and depth dimensions.

**Project Location and Setting:**

The project site is located east of the intersection of Emil Hashem Avenue and Margarita Street. The site is bordered on the north, south, east and west by low-density R-1 Zoned development. The project site is presently designated Residential and zoned R-1 according to the General Plan and Zoning Ordinance, respectively. The Applicant is proposing to developing the sites into residential homes, however, the Planning Division has received formal home plans. The entitlement process has not yet begun at this time due to the item not being approved for recordation.

<b>SETTING</b>	<b>EXISTING LAND USE</b>	<b>ZONING</b>	<b>GENERAL PLAN</b>
<b>Project Site</b>	<i>Vacant Residential Land</i>	<i>R-1 – Low-Density Residential</i>	<i>R – Residential</i>
<b>North</b>	<i>Single-Family Use</i>	<i>R-1 – Low-Density Residential</i>	<i>R – Residential</i>
<b>South</b>	<i>Single-Family Use</i>	<i>R-1 – Low-Density Residential</i>	<i>R – Residential</i>
<b>East</b>	<i>Single-Family Use</i>	<i>R-1 – Low-Density Residential</i>	<i>R – Residential</i>
<b>West</b>	<i>Single-Family Use</i>	<i>R-1 – Low-Density Residential</i>	<i>R – Residential</i>

**Project Description(s):**

**Option A:** The Planning Commission amended the original application and recommended approval of a subdivision of approximately subdivide two parcels, each of which are approximately .288 and .272 acres of land, respectively, in order to create three (3) parcels, parcel 1, 2 and 3 are approximately .186 acres in size.

**Option B:** Applicants' original submission for a Final Map Subdivision to legally subdivide two parcels, each of which are approximately .288 and .272 acres of land, respectively, in order to create four (4) parcels, parcel 1, 2 and 3 are approximately .152 acres in size, parcel 4 is approximately .139 acres in size. One of the conditions of approval will be that the applicant deed restrict one parcel for a period of 15 years as affordable for moderate income households. The Parcel Map has been drawn and divided in accordance with city engineering standards.

**Summary and Recommendation:**

The Planning Division recommends that the City Council review and debate both options and vote to approve either option. The Planning Division's original recommendation still stands on a four (4) lot division; however, it differs from the Planning Commission's recommendation which is a three (3) lot division.

Attachment(s):

1. **Option A:** City Council Resolution No. 2020-\_\_\_ for approval of Final Map Subdivision No. 058-756-036 and 058-756-037 – Meadows East Unit 1 (3 Lots)
  - a. Proposed Final Map Subdivision (no engineering work done)
  
2. **Option B:** City Council Resolution No. 2020- \_\_\_ for approval of Final Map Subdivision No. 058-756-036 and 058-756-037 – Meadows East Unit 1 (4 Lots)
  - a. Proposed Final Map Subdivision (engineering work done)
  
3. CC&R for Meadows East Unit 1

RESOLUTION NO. 2019 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO, CALIFORNIA, RESOLUTION APPROVING RECORDATION OF FINAL MAP SUBDIVISION NO. 058-756-036 AND 058-756-037 – MEADOWS EAST UNIT 1 WHICH PROPOSES THE SUBDIVISION OF TWO PARCELS, EACH OF WHICH ARE APPROXIMATELY .288 AND .272 ACRES OF LAND, RESPECTIVELY IN ORDER TO CREATE FOUR (4) PARCELS, PARCEL 1, 2 AND 3 ARE APPROXIMATELY .152 ACRES IN SIZE, PARCEL 4 IS APPROXIMATELY .139 ACRES IN SIZE.

WHEREAS, Rafael Chao has filed an application for approval of the subdivision of two adjoining parcels into four parcel that are approximately .288 and .272 acres of land located on the east of the intersection of Emil Hashem Avenue and Margarita Street; and

WHEREAS, the City Council of the City of Calexico has been delegated with the responsibility of approving final map subdivision maps that subdivide land; and

WHEREAS, public notice of said application has been given, and the Planning Commission has considered evidence presented by Development Services - Planning Division and other interested parties at a public hearing held with respect to this item on December 2, 2019 and continued to December 16, 2019.

NOW THEREFORE, the City Council of the City of Calexico DOES HEREBY RESOLVE as follows:

**SECTION 1.** The City Council finds and determines that the project is exempt from formal environmental review pursuant to Section 15315 - Minor Land Divisions, in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines.

**SECTION 2.** That in accordance with the State Subdivision Map Act and requirements of Title 16 - Subdivisions, of the Calexico Municipal Code, the following findings and conditions of approval for Final Map Subdivision UA 2019-22 Final Map No. 058-756-036 and 058-756-037 and attached hereto as **Exhibit A** have been made as follows:

**FINDINGS:**

- a) The proposed parcel map/subdivision, together with the provisions for the design and improvement, are consistent with the City's General Plan; Zoning Ordinance, Subdivision Ordinance; and the State Subdivision Map Act.

*The design of the parcel map/subdivision is consistent with the General Plan and Zoning designations, respectively of the City of Calexico. The project is consistent with the designated land use planning of the area, development and design standards, and all other appropriate requirements contained in Calexico's General Plan document and Subdivision Map Act.*

- b) The proposed parcel map/subdivision is compatible with the objectives, policies, general land uses and programs specified in the General Plan (Government Code Section 66473.5).

*The subdivision is consistent with the land use plan, engineering standards, programs, and all other appropriate requirements contained in the General Plan. The Tentative Parcel Map is also consistent with the General Plan and Zoning Code designations.*

- c) The effects this proposed subdivision is likely to have upon the region, the public service requirements of its residents, and the available fiscal and environmental resources have been considered and balanced.

*The subdivision is consistent with the City's General Plan and Zoning Ordinance and will not result in any adverse environmental impact beyond those which may have already existed prior to this application being filed.*

## CONDITIONS

1. The applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the approval of the proposed Tentative Parcel Map including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify applicant of any claim, action or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the applicant shall not be required to pay or perform any settlement unless such settlement is approved by applicant.
2. The project shall include the division of two parcels approximately .272 and .288 acres, respectively into four (4) parcels in accordance with the California Subdivision Map Act located on the east of the intersection of Emil Hashem Avenue and Margarita Street. Parcel 1, 2 and 3 are approximately .152 acres in size, Parcel 4 is approximately .139 acres in size.
3. The applicant shall pay all applicable fees in accordance with the city's fee schedule.
4. Prior to recordation of final map any improvements specified herein and approved by the Planning Commission shall be installed, or agreements for said improvements shall be submitted to the City for approval by the City Engineer and Attorney, and all other stated conditions complied with.
5. The Final Map shall expire two (2) years from the date of approval, unless within that period of time, an extension of time is granted by the City in accordance with the State Subdivision Map Act and Subdivision Ordinance (Chapter 16) of the Calexico Municipal Code.
7. Any off-site improvements such as curb, gutter, sidewalk and paving shall be upgraded in accordance with city engineering standard as required by the Engineering Inspector.
8. The Final Map shall comply with all applicable requirements of the State of California Subdivision Map Act and Chapter 16 - Subdivisions, of the City's Subdivision

Ordinance.

9. The project shall comply with applicable staff comments found in the City Council staff report and all other applicable Federal, State and local codes, ordinances and policies.
10. All Utilities shall be installed in accordance with the city's Master Water/Sewer Plan if required by Public Works.
11. Parcel 4, measuring 55' X 111.00' shall be deed restricted as affordable housing for moderate income level for a period of 15 years prior to the recordation of this Final Map Subdivision. Income Limits shall be determined in accordance with the California Department of Housing and Community Development's State Income Limits at the date plans are submitted.

NOW, THEREFORE, subject to the above findings and conditions, the City Council of the City of Calexico DOES HEREBY APPROVE Final Map Subdivision UA 2019-22 Final Map No. 058-756-036 and 058-756-037.

**PASSED, APPROVED, and ADOPTED** by the City Council of the City of Calexico, California, at its regular meeting held on the 22nd day of January, 2020, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Bill Hodge, Mayor

ATTEST:

\_\_\_\_\_  
Gabriela Garcia, City Clerk



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WHEREAS, the City Council of the City of Calexico has been delegated with the responsibility of approving final map subdivision maps that subdivide land; and

WHEREAS, public notice of said application has been given, and the Planning Commission has considered evidence presented by Development Services - Planning Division and other interested parties at a public hearing held with respect to this item on December 2, 2019 and continued to December 16, 2019.

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**FINDINGS:**

- d) The proposed parcel map/subdivision, together with the provisions for the design and improvement, are consistent with the City's General Plan; Zoning Ordinance, Subdivision Ordinance; and the State Subdivision Map Act.

*The design of the parcel map/subdivision is consistent with the General Plan and Zoning designations, respectively of the City of Calexico. The project is consistent with the designated land use planning of the area, development and design standards, and all other appropriate requirements contained in Calexico's General Plan document and Subdivision Map Act.*

- e) The proposed parcel map/subdivision is compatible with the objectives, policies, general land uses and programs specified in the General Plan (Government Code Section 66473.5).

*The subdivision is consistent with the land use plan, engineering standards, programs, and all other appropriate requirements contained in the General Plan. The Tentative Parcel Map is also consistent with the General Plan and Zoning Code designations.*

- f) The effects this proposed subdivision is likely to have upon the region, the public service requirements of its residents, and the available fiscal and environmental resources have been considered and balanced.

*The subdivision is consistent with the City's General Plan and Zoning Ordinance and will not result in any adverse environmental impact beyond those which may have already existed prior to this application being filed.*

## CONDITIONS

6. The applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the approval of the proposed Tentative Parcel Map including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify applicant of any claim, action or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the applicant shall not be required to pay or perform any settlement unless such settlement is approved by applicant.
7. The project shall include the division of two parcels approximately .272 and .288 acres, respectively into three (3) parcels in accordance with the California Subdivision Map Act located on the east of the intersection of Emil Hashem Avenue and Margarita Street. Parcel 1, 2 and 3 are approximately .186 acres in size.
8. The applicant shall pay all applicable fees in accordance with the city's fee schedule.
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10. The Final Map shall expire two (2) years from the date of approval, unless within that period of time, an extension of time is granted by the City in accordance with the State Subdivision Map Act and Subdivision Ordinance (Chapter 16) of the Calexico Municipal Code.
7. Any off-site improvements such as curb, gutter, sidewalk and paving shall be upgraded in accordance with city engineering standard as required by the Engineering Inspector.
8. The Final Map shall comply with all applicable requirements of the State of California Subdivision Map Act and Chapter 16 - Subdivisions, of the City's Subdivision Ordinance.

9. The project shall comply with applicable staff comments found in the City Council staff report and all other applicable Federal, State and local codes, ordinances and policies.

12. All Utilities shall be installed in accordance with the city's Master Water/Sewer Plan if required by Public Works.

NOW, THEREFORE, subject to the above findings and conditions, the City Council of the City of Calexico DOES HEREBY APPROVE Final Map Subdivision UA 2019-22 Final Map No. 058-756-036 and 058-756-037.

**PASSED, APPROVED, and ADOPTED** by the City Council of the City of Calexico, California, at its regular meeting held on the 22nd day of January, 2020, by the following vote to wit:

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NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Bill Hodge, Mayor

ATTEST:

\_\_\_\_\_  
Gabriela Garcia, City Clerk

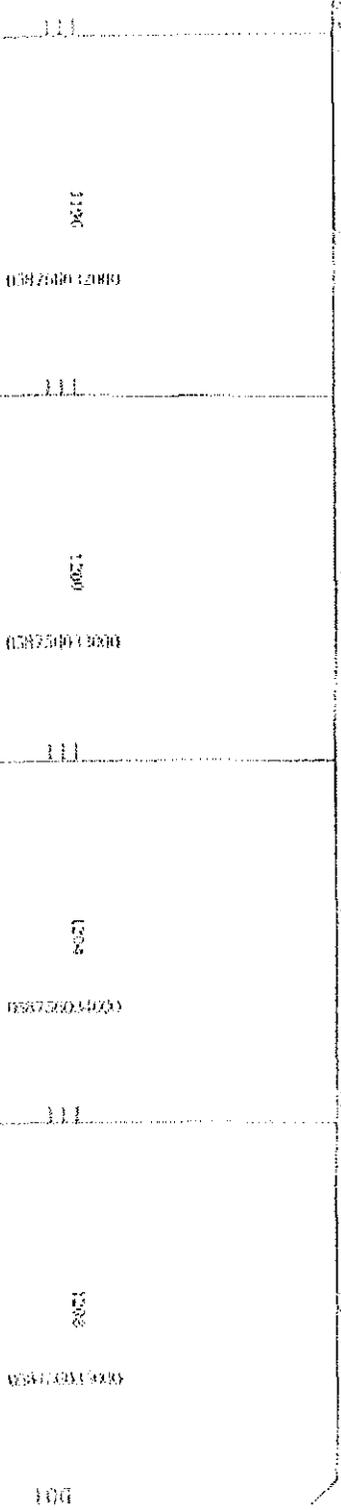
Jasmine St

Jasmine St

Jasmine St

Emil Hashem Ave

Jasmine St



Planning Commission Amendment to Applicant's Request

1201

00010007050

1196

00010007800

1200

00010007850

1204

00010007950

1208

00010007950

00010007850

100

100

101

Emil Hashem Ave

Emil Hashem Ave

Emil Hashem Ave

Emil Hashem Ave

Margarita St

Margarita St

Margarita St

Margarita St

106

106

101

BOOK 1747 PAGE 99

93023794

DOLORES PROVENCIO

COUNTY RECORDER

BOOK 1747 PAGE 99

'93 OCT 5 AM 9 23

OFFICIAL RECORDS  
IMPERIAL COUNTY, CA

RECORDING REQUESTED BY:

COMMONWEALTH LAND TITLE INSURANCE COMPANY

AFTER RECORDING RETURN TO:

QUALTEC BUILDERS, INC.  
6660 Second Street, #110  
Desert Hot Springs, CA 92240

8945

REC	173
NO	16
DE	17
NO	1
TOTAL	207

1. RECITALS:

1.1 Calaxico Meadows East, A California Limited Partnership of Desert Hot Springs, California, herein called the "Declarant", is the owner of that certain real property located in the

City of Calosico, County of Imperial, State of California, described as Lots 1 through 45 inclusive, Meadows East Unit No. 1, according to Map on file in Book 17, Page 22 of Final Maps in the Office of the County Recorder of Imperial County.

1.2 Declarant intends to subdivide said real property described above and to impose upon said real property mutually beneficial restrictions under a general plan or scheme of improvements for the benefit of all said lots, the structures thereon and the future owner thereof.

1.3 Declarant hereby declares that all of the real property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said real property and are perfecting the value, desirability and attractiveness of the real property and shall be binding on all parties having or acquiring any right, title or interest in the desired real property or any part thereof, and shall be for the benefit of each owner of any portion of said real property, or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof.

2. DEFINITIONS:

2.1 As used in this Declaration, the following definitions shall apply, unless the context otherwise requires:

(a) Owner: Each person shown by the duly acknowledged instrument in the Office of the County Recorder of Imperial County, California, to be the owner of a fee interest or a ground lease interest in a unit ownership.

(b) **Residence Lot:** The portion of a unit ownership as to which an owner is entitled to exclusive occupancy, being each respective lot shown on the map and including all structures and improvements thereon.

(c) **Unit Ownership:** The entire interest conveyed by deed to an owner including the residence lot.

(d) **Declarant:** Calenious Meadows East, L.P., a California Limited Partnership.

(e) **The Property:** The real property described in 1.1 above.

### 3. OCCUPANCY AND USE OF RESIDENCE LOTS:

**Residence Lots:** Each residence lot shall be improved and used as a residence for a single family and for no other purpose; a single family as used herein shall or may include the casual guests of such family and the domestic employees or servants of such family. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three cars and other buildings incidental to residential use of the residence lot. No mercantile, commercial or manufacturing business of any kind shall be maintained or operated on any residence lot.

3.1 **Radio or T.V. Antennas:** No radio or television antennas shall be installed on house roof-tops nor shall there be free standing antenna, antenna towers or similar structures erected on any lot within the subdivision.

3.2 **Signs:** No sign of any kind shall be erected or displayed to the public view on or from any residence lot, provided that this limitation shall not apply to a single sign on a residence lot indicating the address of the residence and a single sign of not more than five square feet advertising a lot for sale or lease located on the residence lot. Notwithstanding the foregoing, Declarant shall have the right to place and maintain upon residence lots not yet conveyed by Declarant signs and displays of not more than one hundred square feet for the purpose of conveying to owners all the residence lots in the property.

3.3 **Pets:** No fowl, rabbits, goats, hogs, cows, horses or creatures of any kind other than the usual household pets such as canaries, birds of the psittacine family, cats, dogs in usual and reasonable numbers shall be kept on any premises in this subdivision. The foregoing is intended to exclude the keeping of any such pets in numbers ordinarily objectionable in a closely built-up residential section. Notwithstanding anything herein contained, no more than two cats and three dogs shall be kept on any premises.

3.4 **Noise, Noxious Activities, Etc.:** No noxious or offensive activity shall be carried on in any residence lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other owners.

3.5 **Clean Conditions:** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for disposal of such material shall be kept in a clean and sanitary condition.

3.6 **Repair:** All improvements upon the Properties shall at all times be maintained in good condition and repair. Any collection or accumulation of trash, garbage, rubbish or weeds must be immediately removed and all lots shall be kept in orderly, sanitary condition at all times.

3.7 **Temporary Structures:** No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the property shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary

character be used as a residence.

3.8 Front of lot: The portion of any residence lot in front of the front line of the building shall be kept free at all times from rubbish, litter and weeds, and with the exception of walks, driveway or patios, shall be properly cultivated to grow and maintain plants, trees, flowers shrubs or lawn. No building materials, fireplace wood, or other substances shall be piled, placed or otherwise stored on such portion of any lot after the completion of the residence thereon for more than 48 hours, nor shall any boats, automobile, truck, trailer or any nature, or other vehicle or equipment be left on any areas thereof. Nor shall any house trailer, boat or boats be stored or parked upon the driveway, nor shall any major mechanical repairs be made to any vehicle outside the covered area of the garage. In addition, heavy or commercial vehicles, house trailers, trailers, boats and other similar equipment shall not be parked or stored on the street adjacent to the lot line. Nothing herein shall prevent the parking of private passenger vehicles upon the driveway leading to the dwelling.

3.9 Parking: No automobile which shall not be in operating condition shall be parked or left on any street or any part of the properties other than a garage.

3.10 Building location: No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot with less than a fifteen foot minimum setback line.

3.11 Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

4. EASEMENT:

Easements are reserved as shown on the recorded subdivision map covering the property.

5. MISCELLANEOUS:

5.1 Zoning: If local zoning ordinances now or shall hereafter be more restrictive, such ordinances shall take precedence over the restrictions.

5.2 Term: This Declaration shall remain in force and effect, as amended pursuant to Section 5.3. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 40 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

5.3 Amendment: This Declaration may be amended during the term described above by a certificate executed by majority of the Forty-five owners or residence lots recorded with the County Recorder. Any amendment shall be binding upon every owner of a residence lot and every residence lot whether

Recorder's Memo: Prior Record is due in quality of official document

the burdens thereon are increased or decreased thereby and whether the owner of each and every unit ownership consents thereto or not.

**5.4 Enforcement:** 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 person owning a residence lot situated in the property to prosecute at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages from such violation and the prevailing party therein shall be entitled to a reasonable sum as and for attorney's fees in addition to such other relief as may be granted by the court.

**5.5 Affect on Mortgages:** None of the provisions of this Declaration shall in any way reduce the security or defeat or render invalid the lien of any mortgage or deed of trust covering any residence lot or the property or any part thereof. It is agreed, however, that if any portion of said property is sold under foreclosure of any mortgage or under provisions of any deed of trust, any purchaser or purchasers under sales made by reason of such foreclosure or by reason of such sale under any deed of trust shall hold any and all property so purchased subject to all the terms and conditions of this Declaration.

**5.6 Partial Invalidity:** Invalidity of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**5.7 Water Supply:** No individual water supply system shall be permitted on any lot.

**5.8 Slopes:** Each grantee of a lot in said tract agrees for himself, his heirs, assigns, or successors in interest that he will permit free access by owners of adjacent or adjoining lots to slopes or drainageways located on his property which affect said adjacent or adjoining lots, when such access is essential for the maintenance of permanent stabilization on said slopes, or maintenance of the drainage facilities for the protection and use of property other than the lot on which the slope or drainageway is located. That each grantee of a lot in said tract agrees for himself and his assigns that he will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in said tract, and that he will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his lot. For the purposes hereof, "ESTABLISHED" drainage is defined as the drainage which occurred at the time the overall grading of said tract was completed by the undersigned grantor.

**5.9 Sewage Disposal:** No individual sewage disposal system shall be permitted on any lot.

**5.10 Oil Operations:** No derrick or other structure designed for use in boring, mining or quarrying for water, oil or natural gas or precious minerals shall be erected, maintained or permitted upon any lot or portion thereof.

**5.11 Completion of Construction:** After commencement of construction of any structure, the owner shall diligently pursue the work thereon, to the end that the structure shall not remain in a partly finished condition any longer than is reasonably necessary for completion thereof. All buildings and improvements of any kind shall be properly painted immediately after completion.

**5.12 Excavation:** No excavation shall be made except in connection with construction of an improvement, and upon completion thereof, exposed openings shall be back-filled and disturbed ground shall be compacted, graded and leveled in such a way that final drainage shall conform to requirements of the City of Calico Building Code.

5.13 **Conclusive Notice and Acceptance:** Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property in and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Properties.

5.14 **Architectural Control:** No building, fence, wall or other structure shall be commenced, erected, placed, altered or maintained on any lot until the construction plans and specifications showing nature, kind, shape, height and materials, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design and exterior color schemes with existing structures, and as to location with respect to topography and finish grade elevation. The names and address of the members of the Architectural Control Committee are as follows:

Terry L. Goldston  
Jack H. Harrington  
Virginia J. Johnston  
66600 Second Street, #110  
Desert Hot Springs, CA 92240

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it or in any event if no suit to enforce the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3.15 Paragraph Headings: Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

IN WITNESS WHEREOF, Declaerant has executed this Declaration of Government, Conditions and Restrictions, on this 4 day of OCT 1993.

CALIFORNIA HEADINGS EAST, L.P., A California Limited Partnership  
By Qualtec Builders, Inc., General Partner

By T.H. Goldstein  
President



State of California )  
County of Imperial ) ss.

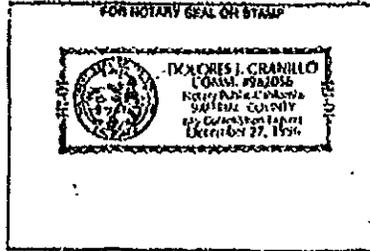
STATE OF CALIFORNIA  
COUNTY OF IMPERIAL  
On October 4, 1993

Dolores J. Granillo  
the undersigned, a Notary Public in and for said State, personally appeared T.H. Goldstein

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Dolores J. Granillo



Commonwealth  
Land Title Insurance Company

Reliance