Return to
Wilson L. Tubbs
563 N. Main St.
Fort Bragg, Ca 95437

RECORDED AT REQUEST OF 11649
Wilson Tubbs
BOOK 1761 PAGE 190
JUL 5 8 24 AM '89
OFFICIAL RECORDS
MENDOCINO COUNTY CALIF
MARSHA A. YOUNG
RECORDER

C/C

13.00
SP

DECLARATION OF RESTRICTIONS

Graham-Tubbs Subdivision

We, Robert S. Graham, Jr., Wilson L. Tubbs and Lena B. Tubbs are the fee owners of the following described real property:

That certain real property situated in the County of Mendocino, State of California, described as follows:

Being all that real property lying in Section 24, Township 18 North, Range 18 West, Mount Diablo Base and Meridian, more particularly described as follows:

Beginning at a found iron bolt marking the northeast corner of lot 14 of the Dutcher and Hickman Tract as delineated on Map Case 1, Drawer 8, Page 32, Mendocino County Records; thence North 01°23'10" West (Grid = North 0°12'10" West) 271.65 feet; thence along a course computed from Book 755 of Official Records, Page 37, Mendocino County Records, North 11°03'05" East (Grid = North 12°04'05" East) 406.77 feet to the northeast corner of the parcel being described; thence North 88°46'30" East, 1164.99 feet to a point noted as the point of beginning in the aforementioned Book 755 of Official Records, Page 37; thence South 41°54'02" East, 177.33 feet; thence South 76°52'33" East, 690.05 feet to a point in the West line of Ocean Drive; thence along said West line South 31°16'00" West, 52.62 feet; thence leaving Ocean Drive, North 76°52'33" West 665.12 feet; thence South 03°25'04" West, 600.00 feet to the Southeast corner of the property being described, said line also being the North line of that record map filed for record in Map Case 2, Drawer 10, Page 40, Mendocino County Records; thence along said North line of record maps filed in Map Case 2, Drawer 10, Page 40 and Map Case 1, Drawer 8, Page 32, Mendocino County Records, North 86°16'00" West (Grid = North 85°05'00" West) 1318.55 feet to the point of beginning. Being Asscessors Parcel numbers 17-060-12 and 17-080-27.

Being further identified as lots 1, 2, 3, and 4 of Minor Subdivision M.S.-62-86 and as recorded in the office of the County Recorder of the County of Mendocino, State of California, on the 29 day of June, 1989, Map Case No. 2, Drawer No. 48, Page No. 43 & 44

Whereas, it is the intention of the said owners, Robert S. Graham, Jr, Wilson L. Tubbs and Lena B. Tubbs to create a general plan for the improvement of all said property for the benefit of said properties, owners, grantees, heirs and or successors thereof.

For and in consideration of the mutual benefits to be enjoyed by the present owners and future purchasers of the herein above described real property, the undersigned hereby declare the following covenants, conditions, restrictions and reservations to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1999, at which time said covenants shall be automatically extended for successive periods of ten years each unless by vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

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 development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or covenants and either to prevent him or them from doing so or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and affect.

All of the lots herein described shall be known and described as Single Family Residential Lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling not to exceed one story in height except the five most Easterly building sites which may be two story if approved and as approved by the Building Committee to be herein after provided for; a private garage either attached or detached for not less than two full size automobiles and other outbuildings incidental to the residential use of the lot.

No building shall be erected, placed or altered on any building site in this subdivision until the building plans, specifications (as they pertain to the exterior of the building only)and a plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by a Building Committee composed of Robert S. Graham, Jr., Wilson L. Tubbs and Lena B. Tubbs or by a representative designated by the Building Committee. In the event of death or the resignation of any member of the Building Committee, the remaining member or members shall have full authority to appoint a successor for the remainder of the term vacated by reason of death or resignation and to approve or disapprove any exterior design or location or to designate a representive with like authority. The term of office for the above named Building Committee members shall end December 31, 1999 and their successors shall be elected for a like ten year period by a majority of the property owners of the then subdivision. The decisions of the Committee or its representive shall be final and must be rendered in writing within 30 days of such item being submitted to the Committee or this provision shall be deemed to be fully complied with. The Building Committee shall meet when and where deemed to be proper by the Committee but not more than five miles from the site and all committee meetings shall be open to any property owner of record in the above described subdivision. Accruate records and minutes of the Committee meetings and decisions shall be maintained by the Committee and shall be passed on to their successors in office.

Neither the members of the Building Committee, nor its representive shall be entitled to any compensation for service performed pursuant to this covenant. The powers and duties of the Committee and its representive shall cease on and after December 31, 1999. Thereafter the approvals required in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall have been executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a Committee who shall thereafter exercise the same powers previously exercised by the said Building Committee.

No building shall be erected on any lot or parcel in this subdivision closer than 20 feet from the rear lot line or the side lot lines. The front setback line for lot No. 1 shall be 265 feet from the North property line. The front setback line for lot No. 2 shall be 225 feet from the North property line (center of the street). The front setback line for lot No. 3 shall be 185 feet from the North property line (center of the street). The front setback line for all other lots shall be as determined by the Building Committee. Buildings, trees, plants, fences or other objects more than four feet high shall not be located between the front setback line and the North property line.

Mobile homes, motor homes, trailers or other type recreational vehicles, barns, garages or other type out buildings shall not be used as a residence except as provided herein and they must be parked, stored or erected or placed between the front setback line and the rear property line. Mobile homes, motor homes or trailers may be used as a temporary residence while the primary residence is being constructed for a period not to exceed one year and further subject to the written approval of Building Committee above mentioned and the County Health Department.

Residential structures shall contain at least 1,800 square feet of floor space (garage not included). The first level of any two or more story dwelling shall contain at least 1,200 square feet (garage not included). Garages may be either attached or detached to the dwelling and shall be large enough to store two full size passenger automobiles. All improvements of whatever nature shall conform to the regulations of any government agency having jurisdiction thereof.

No trade, business or manufacturing enterprise shall be carried on upon any lot in this subdivision nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood.

Farm animals such as horses, cows, llama or swine, ect. shall not be housed or pastured on the above described lands. Not more than three fowl such as ducks, turkies, geese, chickens, ect. shall be permitted on any one lot. Not more than 3 dogs or two cats may be retained on a lot. No animals, pets or fowls shall be allowed to roam freely in the subdivision. The Mendocino County leash law shall be strictly obeyed by all residents and guests.

The Building Committee shall have the responsibilty to maintain the roadway serving this subdivision after the initial construction of such roadway is completed by the developer. The cost of maintenance shall be paid by the then property owners on a prorata basis as determined by dividing the maintenance costs by the number twenty-two and for each one acre owned, the owner shall pay one-twenty second (1/22) of the total maintenance costs.

It shall be the resopnsibility of the Building Committee to furnish a copy of these covenants to each property owner within the subdivision and to each prospective owner known to the Committee. The Building Committe shall maintain records of their actions and shall fully disclose their records to any person owning real property within the described subdivision.

Robert S. Graham, JR. 6-30-89 Date — Robert S. Graham, JR.

Wilson L. Tubbs 7-3-89 Date — Wilson L. Tubbs

(SEAL AFFIXED)

Lena B. Tubbs 7-3-89 Date — Lena B. Tubbs

Notary Sandra L. Seatholm 6/30/89 Date

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB. 16, 1993
BONDED THRU GENERAL INS. UND.

Notary Date

STATE OF CALIFORNIA }ss.
COUNTY OF MENDOCINO }

On July 3, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared WILSON L. TUBBS AND LENA B. TUBBS

known to me to be the persons whose names ARE subscribed to the within instrument and acknowledged to me that THEY executed the same.

WITNESS my hand and official seal.

Signature

GARY L. BATES
Name (Typed or Printed)

OFFICIAL SEAL
GARY L. BATES
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN MENDOCINO COUNTY
My Commission Expires August 10, 1990

(This area for official notarial seal)

Form 3001—(Individual) First American Title Company

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Sandra L. Seaholm

Date Commission Expires Feb. 10, 1993 FL.

Place of Execution of this Declaration Ukiah, Ca.

Date 7-5-88

Allison L. Lubbe
Signature (Firm name if any)

RECORDING REQUESTED BY
AND MAILED TO:

NAME: Coastal Properties Realty

STREET: P.O. Box 1398

CITY: Fort Bragg, Ca. 95437

00002706
Recorded at the request of
MR TUBBS
Book 2836 Page 442
02/24/1995 02:04P
Fee: $31.00 No of Pages:9

OFFICIAL RECORDS
MENDOCINO COUNTY CALIF
MARSHA A. YOUNG, RECORDER

(TITLE OF DOCUMENT)

Declaration of Restrictions
Pacific Bluffs Subdivision
M.S. 15-93

"RECORDERS NOTE: Document may not be sufficiently legible to reproduce readable photographic record."

This page added to provide adequate space for recording information
(Additional recording fee applies)

DECLARATION OF RESTRICTIONS

PACIFIC BLUFFS SUBDIVISION

M.S. 15-93

We, Joe E. Gray and Joyce L. Gray, Husband and Wife are the fee owners of the following described real property.

That certain real property situated in the County of Mendocino, State of California, described as follows:

Being all that real property lying in Section 24, Township 18 North, Range 18 West, Mount Diablo Base and Meridian, more particularly described as follows:

Beginning at a found iron bolt marking the northeast corner of lot 14 of the Dutcher and Hickman Tract as delineated on Map Case 1, Drawer 8, Page 32, Mendocino County Records; thence North 01 degrees, 23 minutes, 10 seconds West (Grid = North 0 degrees, 12 minutes, and 10 seconds West) 271.65 feet thence along a course computed from Book 755 of Official Records, Page 37, Mendocino County Records, North 11 degrees, 03 minutes, 05 seconds East (Grid = North 12 degrees, 04 minutes, 05 seconds East) 406.77 feet to the northeast corner of the parcel being described; thence North 88 degrees, 46 minutes, 30 seconds East, 1164.99 feet to a point noted as the point of beginning in the aforementioned Book 755 of Official Records, Page 37; thence South 41 degrees, 54

"RECORDERS NOTE: Document may not be sufficiently legible to reproduce readable photographic record."

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minutes, 02 seconds East, 177.33 feet; thence South 76 degrees, 52 minutes, 33 seconds East, 690.05 feet to a point in the West line of Ocean Drive; thence along said West line of Ocean Drive South 31 degrees, 16 minutes, 00 seconds West, 52.62 feet; thence leaving Ocean Drive, North 76 degrees, 52 minutes, 33 seconds West 665.12 feet, thence South 03 degrees, 25 minutes, 04 seconds West 600 feet to the southeast corner of the property being described, said line also being the North line of that record map filed for record in Map Case 2, Drawer 10, Page 40, Mendocino County Records; thence along said North line of record maps filed in Map Case 2, Drawer 10, Page 40 and Map Case 1, Drawer 8, Page 32, Mendocino County Records, North 86 degrees, 16 minutes, 00 seconds West (Grid - North 85 degrees, 05 minutes, 00 seconds West) 1318.55 feet to the point of beginning, excepting therefrom lots 1, 2, and 3 of minor subdivision 62-86 as recorded on Map Case 2, Drawer 48, Pages 43 and 44 as recorded on the 29th day of June, 1989.

Whereas it is the intention of the said owners, Joe E. Gray and Joyce L. Gray to create a general plan for the improvement of the above described property for the benefit of said properties, their owners, grantees, heirs and or successors or assigns.

For and in consideration of the mutual benefits to be enjoyed by the present owners and future purchasers of the herein described real property, the undersigned hereby declare the following covenants, conditions, restrictions and

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reservations to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1999, at which time these covenants, conditions, restrictions and reservations shall be automatically extended for successive periods of ten years each unless by vote of the majority of the then owners of the lots it is agreed to change these covenants, conditions, restrictions or reservations in whole or in part.

If the parties hereto , or any of them, or their grantees, heirs, successors or assigns shall violate or attempt to violate any of the covenants, conditions, restrictions or reservations herein, it shall be lawful for any other person or persons owning any real property situated in this development or subdivision to prosecute in any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or covenants and either to prevent him or them from doing so or to recover damages or other dues for such violation.

Invalidation of any one 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 affect.

All of the lots herein described shall be known and described as Single Family Residential Lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling not to exceed one story in height except lot

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number 2 may be two story if approved and as appcoved by the Building Committee, which Committee shall be here-in-after ~~ ded for; a private garage either attached to or detached che dwelling structure and shall be designed for not less than two full size automobiles; and other out-buildings incidental to the residential use of the lot.

No building shall be erected, altered or placed on any lot in this subdivision until the building plans, specifications (as they pertain to the exterior of the building only) and a plot plan showing the location of such building have been approved in writting as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to the topography and finished grade elevations by a Building Committee composed of Joe E. Gray and Joyce L. Gray and one other person appointed by them or a representative appointed by the Building Committee. In the event of incapacity, resignation or death of a member of the Building Committee, the remainder of the Committee shall have full authority to appoint a successor or successors for the remainder of the term vacated and to approve or disapprove of any exterior design or location or to designate a representative with like authority.

The term of office for the above named Building Committee shall end December 31, 1999. Their successors shall be elected for a like ten year period by a majority of the property owners of the then subdivision. The decisions of the Committee or its representative shall be final and must be

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this subdivision without the written approval of the Building Committee nor shall anything be done thereon which may be or which may become an annoyance or a nuisance to any neighbor or the neighborhood.

Farm animals, such as horses, cows, llama, swine, etc. shall not be housed or pastured on the above described lands. Not more than three fowl such as ducks, chickens, turkeys, geese, etc. shall be permitted on any one lot. Not more than three dogs or two cats may be retained on one lot. Pets shall be in the control of their owners at all times and shall not be permitted to roam freely in this subdivision. The Mendocino County Leash Laws shall be strictly obeyed by all residents and guest. Any dispute regarding pets shall be resolved by the Building Committee whose decision shall be final.

The Building Committee shall have the responsibility to maintain Sunset Way, the private road serving this subdivision, after the initial construction of such road is completed by the developer. The costs of maintenance shall be paid by the then property owners on a prorated basis calculated by dividing the number of acres owned by each owner into the total number of acres served by the road. The Committee is hereby authorized to assess each property and each property owner shall pay the sums of money so assessed from time to time to maintain the road. The Committee is hereby authorized to take any and/or all actions authorized by law to collect such assessed sums. The Building Committee

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is hereby authorized to enter into like road maintenance agreements with the owners or agents of adjacent subdivisions whose ingress or egress is by the use of Sunset Way.

It shall be the responsibility of the Building Committee to furnish a copy of these covenants to each property owner in this subdivision and to each prospective owner known to the Committee. The Committee shall maintain records of their activity and shall fully disclose those records to all persons owning property in this subdivision.

Joe E. Gray 2-9-95 Date — Joyce L. Gray 2-9-95 Date

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Dated 2-9-95

STATE OF TEXAS

COUNTY OF Lamar

On 2-9-95, before me, Dorothy Brown a Notary Public in and for said State, personally appeared Joe E. Gray and Joyce L. Gray personally known (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledges 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

(seal affixed)

Dorothy Brown
Notary Public in and for said State

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