

Return to:  
George K. Collins Associates, Inc.  
2682 E. Garvey Blvd.  
West Covina, California

811

DECLARATION OF RESTRICTIONS

RECORDED AT REQUEST OF  
*George K. Collins Associates, Inc.*

BOOK 93 PAGE 13  
SEP 16 2 20 1963

*By George K. Collins Associates, Inc.*  
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KNOW ALL MEN BY THESE PRESENTS:

That CRESCENT CITY DEVELOPMENT CO., a Joint Venture consisting of TAMCO DEVELOPMENT CO., an Arizona corporation and ANDREW P. TELL, being the owner of the following described property:

All of the Lots in PACIFIC SHORES SUBDIVISION, according to the plat thereof of record in the office of the County Recorder of Del Norte County, California, in Book 4 of Township Maps, page 153 thereof;

does hereby certify and declare that it has and does establish hereby, a general plan for the improvement, development, ownership, use, sale and conveyance of said property and each and every part thereof, and does hereby establish the manner, restrictions and covenants upon and subject to which said property shall henceforth only be occupied, and that said restrictions and covenants shall, each and all, apply to and bind the respective successors in interest of the present and/or future owners or owner of said property and all of the same; and that each of said restrictions and covenants shall impose upon each and all of said property a servitude in favor of each and every portion of said property as to a dominant tenement or tenements, and that said restrictions and covenants are as follows:

1. That lots fronting on Tell Boulevard shall be known and described as commercial lots. All other lots in the subdivision shall be known and described as residential lots; that no structure shall be erected, altered, placed or permitted to remain on any residential lot other than one single-family dwelling, one guest house and one private garage of one or more car capacity, except for those buildings hereinafter provided.
2. (a) A temporary house, tent or trailer may be erected, placed, or occupied as a residence for not more than four continuous months.  
(b) All buildings must be completed within one hundred twenty (120) days from the start of construction.
3. That the square foot ground area of any dwelling (other than garages and outbuildings) erected on any residential building lot shall be not less than 600 square feet, exclusive of porches and overhangs, and no building, including garages and outbuildings, shall exceed two stories in height.
4. All buildings must conform with and be in keeping with other structures within the general area and neighborhood, and all buildings shall be constructed of new materials, provided, however, that used brick and stone may be used in said construction. No building or fence of sheet metal or corrugated metal shall be erected on any part of the property.
5. No structure shall be commenced or erected on any of said lots until the design and location of such structure and the kind of materials to be used in such structure be approved, in writing, by Crescent City Development Co., by and through its authorized officers or agents. When all of the residential lots in PACIFIC SHORES SUBDIVISION have been improved with the erection of dwellings thereon, then this restriction shall cease and be of

no further force or effect. The authority of Crescent City Development Co. may be delegated to an architectural control committee, to be appointed by Crescent City Development Co. At any time, the then record owners of a majority of the lots shall have the power, through a recorded instrument, to change the membership of the committee. In the event the committee fails to approve or disapprove, in writing, within thirty (30) days after plans and specifications have been submitted to it, they shall be deemed approved.

6. The lines of the walls nearest the front property line of any dwelling house, garage or outbuilding, built on any lot, shall not be closer than fifty (50) feet from the front property line. The side walls thereof shall not be closer than twenty (20) feet to the side lot line, and the rear walls thereof shall not be closer than ten (10) feet to the rear lot line.

(a) No solid wall or no solid fence over three (3) feet high shall be constructed or maintained nearer to the front road line of any of said lots than the front walls of the building erected on such lot, and in the case of a lot on which no residence has been constructed, no solid wall or no solid fence over three (3) feet high shall be constructed or maintained closer than fifty (50) feet to the front lot line of any lot.

7. All houses shall install water and flush toilets; and all bathrooms, toilets or sanitary facilities shall be inside the building. Until such time as sewers may be available, all bathrooms, toilets, or sanitary facilities shall be connected to septic tanks and cesspools.

8. That all garbage, refuse and debris shall be kept in receptacles and disposed of as the pertinent laws of the State of California and the County of Del Norte shall permit.

9. No livestock, other than for private domestic use, shall be permitted. Domestic animals shall be kept in a manner that will not create a public nuisance.

10. No portion of said property shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such property to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any property that will permit foul or noxious odors, or that will cause any noise that will or might disturb the peace, comfort or serenity of the occupants of surrounding property. No noxious or offensive trade or activity shall be carried on upon any portion of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the occupants of surrounding property.

11. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any property or any building erected thereon, other than signs relative to the sale or rent of property or buildings. Said "For Sale" or "For Rent" signs shall not exceed four square feet in area, and no more than two may be displayed concurrently.

12. No buildings for residential purposes shall be built on any of the slip lots fronting on Lake Tallowa. These lots are to be used, exclusively, for boating purposes, with construction limited to boat slips and boat docks.

13. In all instances, septic tanks shall be placed in the front portion of all lots, and wells for domestic water purposes shall be placed at the rear portion of all lots in PACIFIC SHORES SUBDIVISION.

14. No lot may be subdivided or partitioned into smaller lot or lots than as they appear on the final map.

15. If the County of Del Norte shall ever determine that septic tanks and wells cannot both be used on the same lot, then in that event, a Community Service District shall be created and established in accordance with the Government Code, to provide for either a sewerage system or a water supply and transmission system, on an assessment basis.

16. All building foundation footings shall be of continuous poured concrete. All foundation stems shall be either continuous poured concrete or concrete filled concrete block or pumice block. All foundations must be not less than two feet in height.

17. Special restrictions apply on the numbered lots shown on Appendix B attached; said lots will comply with those stated restrictions only.

18. All provisions, restrictions and covenants herein shall be binding on all parcels of real estate and the owners thereof, regardless of the source of title of such owners, and breach thereof, if continued for a period of thirty (30) days from and after the date that the undersigned owner or other property owners shall have notified, in writing, the owner or lessee in possession of the property upon which such breach has been committed to refrain from a continuance of such action and to correct such breach, shall warrant the undersigned owner or the other property owner to apply to any court of law or equity having jurisdiction thereof for an injunction or other property relief, and if such relief can be granted, the Court may, in its discretion, award to the plaintiff in such action, his reasonable expenses in prosecuting such suit, including attorney's fees.

19. In the event that any provisions of these restrictions shall be held invalid, it will not prevent the remaining provisions from being valid.

20. The foregoing restrictions and covenants run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1980, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of lots in said PACIFIC SHORES SUBDIVISION it is agreed to change the said covenants and restrictions in whole or in part.

21. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, or any thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator, provided however, that a violation of these restrictive covenants or any one or more of them shall not affect the lien of any mortgage now of record or which hereafter may be placed of record upon said lots or any part thereof.

CRESCENT CITY DEVELOPMENT CO.,  
A Joint Venture consisting of

TAMCO DEVELOPMENT CO., an Arizona  
corporation.

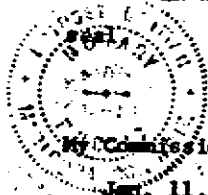
By Andrew P. Tell President and

Andrew P. Tell  
Andrew P. Tell

STATE OF ARIZONA }  
County of Maricopa } ss.

On this the 4<sup>th</sup> day of September, 1963, before me, Bridget Brittan, a Notary Public in and for the County of Maricopa, State of Arizona, on this day personally appeared, ANDREW P. TELL, President of TAMCO DEVELOPMENT CO., known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official



Bridget Buller  
Notary Public