

## DECLARATION OF RESTRICTIONS

TI #96125

RANCHO TIERRA GRANDE, TRACT No.

Subdivision No. 2

BEEL 378 AND 999

WHEREAS, PAUL F. PORTER and BARBARA M. PORTER are the owners of or have an interest in that certain tract of land designated as RANCHO TIERRA GRANDE, Subdivision No. 2, Tract No. 476 a map of which is filed in Volume 8, of Cities and Towns, at Page 38 Official Records of Monterey County, State of California and

WHEREAS, the owners have subdivided or intend to subdivide said tract and to sell lots and building sites therein, subject to certain protective restrictions, conditions, limitations, reservations and covenants hereinafter referred to as "protective restrictions", in order to insure the most beneficial development of said area mainly as a residential subdivision and to prevent any use thereof as might tend to diminish the value thereof;

NOW, THEREFORE, the said owners hereby declare that the said protective restrictions are hereby imposed on the said tract as follows, to-wit:

1. That no trade or business of any kind shall be conducted, operated or carried on on the said premises.

2. All residences and buildings of every kind and nature shall conform to set-back and building site area regulations as set forth under existing Monterey County Ordinance 911 for an R 1A B 6 District.

3. The grantees, on behalf of themselves and their successors in interest to said premises, covenant and agree that all sewage shall be disposed of in a septic tank or in an equally sanitary device which shall be approved and inspected by the Department of Public Health, with the exact location of said septic tank and/or sanitary device on the building site to be approved in writing by an architectural control committee, as provided for in Paragraph 4 of these restrictions.

4. No building shall be erected, placed or altered on the said premises, or on any building plot in said tract, until the building plans, specifications and plot plan showing the location of said building have been approved, in writing, as to conformity and harmony of external design with existing structures in the tract, and as to location of the building with respect to topography and finished ground elevation by an architectural control committee of three people appointed by declarants or in the event none such is appointed by the declarants, elected by owners of a majority of lots in said subdivision. In the event of the death or resignation of any member or members of the committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event such committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced will be deemed to have been fully complied with. All structures shall be completed in accordance with said plans and specifications within one (1) year of the date of such approval or such additional time as shall be approved by the committee, in writing, or a new approval shall be required. Said premises shall not be occupied until all said structures have been completed in accordance with said plans and specifications. Neither the members of such committee nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant. The powers and duties of this committee with respect to the time of this paragraph shall expire twenty (20) years from date but shall for all other purposes remain in full force and effect as long as these restrictions are operative, as provided in Paragraph 16 hereof. Thereafter the approval described in this covenant shall not be required unless prior to said date effective thereof, a written instrument shall be executed by the then record owners of the majority of the lots in said tract and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

5. 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6. No noxious or offensive activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. No trailer, basement, tent, shack, garage, barn, or other outbuilding other than guest houses and servants' quarters erected on a building site covered by these Covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

The keeping of a mobile home or travel trailer, either with or without wheels, on any parcel of property covered by these covenants is prohibited. A motor boat, house boat or other similar water borne vehicle may be maintained, stored, or kept on any parcel of property covered by these covenants only if housed completely within a structure which has been architecturally approved by provisions of Paragraph 4 hereof.

8. Oil drilling, oil development operations, refining, mining operations of any kind or quarrying shall not be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these Covenants.

9. At least two on-site parking spaces shall be provided for each and every lot in the subdivision.

10. No animals or livestock of any kind shall be allowed except horses, dogs and cats. No horses shall be kept, in any event, except by a resident who owns two (2) building lots adjacent to each other and occupied as one single family residence or, in the alternative, owns and occupies a building lot one (1) acre in size or larger. No paddocks, corrals, etc. may be closer than twenty (20) feet to any adjoining property line.

11. No guest house or other accessory building shall be built prior to the building of the dwelling house on the same premises.

12. All building plans shall provide for a clothes drying area to be so enclosed or screened as not to be visible from the road or adjoining properties.

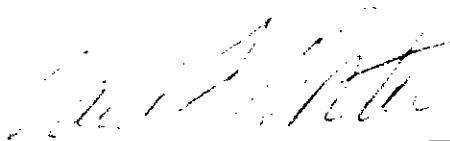

13. Any butane tank or other tank used in connection with said building shall be enclosed or screened so as not to be visible from the road or adjoining properties.

14. If the parties hereto, or any of them or their heirs and assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lot in said development or tract to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction either to prevent him or them from so doing or to recover damages for such violation.

15. Invalidation of any 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 effect.

16. The above and foregoing conditions, limitations, reservations, restrictions and covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty (20) years from the date these covenants are recorded after which the same shall be automatically extended for successive periods of twenty (20) years unless an instrument signed by the then owners of a majority of the lots in the above tract has been recorded agreeing to change the conditions, limitations, reservations, restrictions and covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned have executed these presents on this 8<sup>TH</sup> day of DECEMBER, 1940.

  
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REC-378 RE-1000

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TO: (Individual)

STATE OF CALIFORNIA }  
COUNTY OF Monterey } SS.

TT

STAPLE HERE

On DECEMBER 8, 1964 before me, the undersigned, a Notary Public in and for said State, personally appeared Paul F. Porter and Barbara M. Porter

to be the person S whose name S are subscribed to the within instrument and acknowledged that they executed the same.

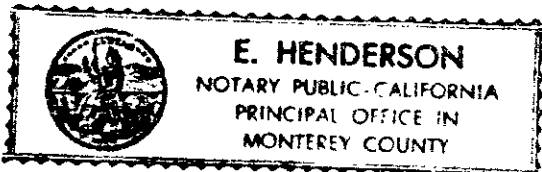
known to me

WITNESS my hand and official seal.

Signature E. Henderson

E. Henderson

Name (Typed or Printed)



(This area for official notarial seal)

48761

MONTEREY COUNTY  
RECORDS  
RECORDED AT REQUEST OF

Title Insurance and Trust Company

1964 DEC 8 A. 9 33

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\*END OF DOCUMENT\*