

READ AND APPROVED

DATE \_\_\_\_\_

X \_\_\_\_\_

**2006-6475-8**

Recorded — Official Records  
**Humboldt County, California**  
Carolyn Crnich, Recorder

Recorded by FIDELITY NATIONAL TITLE CO.

Rec Fee \_\_\_\_\_ 28.00

Clerk: LH Total: 28.00

Mar 2, 2006 at 14:24

RECORDED AT THE REQUEST OF:

FIDELITY NATIONAL TITLE COMPANY

AFTER RECORDING MAIL TO:

JLF CONSTRUCTION, INC.  
3329 Halfway Ave.  
McKinleyville, Ca. 95519

403054-35

DECLARATION OF COVENANTS AND RESTRICTIONS  
AND HOME OWNERS ASSOCIATION

PART A. PREAMBLE

WHEREAS, the undersigned declarant is the owner of the following described property situated in the County of Humboldt, State of California, described as follows:

Lots 1 through 35, inclusive, of Tract No.580, Magnolia Estates Subdivision, as per Map recorded in Book 23, Pages 147,148 and 149 in the Office of the County Recorder of said County.

WHEREAS, it is the intention of the undersigned declarant to establish a Property Owners Association for the maintenance and upgrade of the private roads serving the lots and maintenance of a storm drainage pipe and associated facilities within the street right-of-way. The legal description of the streets is described in Exhibit A

WHEREAS, it is the desire and intention of the declarant to sell the property described above and to impose on it mutual, beneficial restrictions under a general plan or scheme of improvements for the benefit of all residential lands in the tract and the future owners of those lands;

NOW, THEREFORE, the declarant hereby declare that all of the property, described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvements and sale of the lands and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands and every part thereof. All of the limitations, restrictions and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof.

(1)

PART B. AREA OF APPLICATION

B-1. FULLY PROTECTED RESIDENTIAL AREA.

The residential area covenants, in their entirety shall apply to Lots 1 through 35, inclusive of said Tract.

PART C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE.

No lot shall be used except for residential purposes. No secondary dwellings shall be constructed within the subdivision unless units meet current Humboldt County codes and are approved by the County of Humboldt Planning Division. All Parkland in-lieu fees must be paid prior to construction. Lots and dwelling units owned by Declarant or Declarant's nominees may be used as models, sales offices, construction offices and maintenance yards for the purpose of selling the Dwellings and the properties until, all of the Lots are sold by Declarant.

C-2. DWELLING COMPLETION.

Any dwelling wherein construction has been started must be completed within a period of twelve (12) months from start of construction. Except when such delay is caused by weather conditions, strikes, and actual inability of the owner to procure delivery of necessary materials, or by interference by other persons or forces beyond the control of the owner. Financial inability of the owner or his contractor to secure labor or materials or to discharge liens or attachment shall not be deemed a cause beyond the control of the owner.

C-3. EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The owner of the lot shall maintain the easement area of each lot and all improvements in it continuously.

C-4. LANDSCAPING.

Permanent landscaping shall be installed around each dwelling in the front and side yards within 12 months after occupancy.

C-5. NUISANCES.

(a) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which maybe or may become an annoyance or nuisance to the neighborhood.

(b) No commercial vehicle exceeding 1 ton capacity, nor any camper-trailer, house trailer or boat trailer shall be parked on or in the front yard set back area on any lot in this Tract except for the purpose of loading or unloading, except that camper-trailer and boat-trailers maybe kept on such lots provided they are kept in the garage or outside the front yard set back area.

C-6. TEMPORARY STRUCTURES.

No structure of a temporary character, trailer, basement, shacks, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-7. SIGNS.

No sign of any kind shall be displayed to the public view on or from any portion of the property except as follows:

(a) One sign of customary and reasonable dimensions advertising a Lot for sale, lease, rent or exchange displayed from a Lot; and

(b) Such signs as may be used by Declarant or its assignees in connection with the development of the project and sale of Lots; and

(c) Such other signs or notices as are required by law or as are otherwise necessary to perfect a right provided for in law.

C-8. OIL AND MINING OPERATIONS.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, minerals' excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-9. LIVESTOCK AND POULTRY.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets maybe kept provided that they are not kept, bred or maintained for any commercial purposes. Any dogs or cats shall be kept in a fenced yard or area and otherwise controlled to prevent their running at large or otherwise causing a nuisance.

C-10. GARBAGE AND REFUSE DISPOSAL.

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 storage or disposal of such material shall be kept in a clean and sanitary condition.

C-11. WATER SUPPLY.

No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the County Health Department. Approval of such system as installed shall be obtained from such authority.

C-12. SIGHT DISTANCE AT INTERSECTIONS.

No fences, wall, hedge or shrub planting which obstructs sight lines at elevations between 3 and 6 feet above the roadways 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. 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.

C-13. DECLARANTS' ACCESS.

Until such time as all of the public improvements of said tract have been installed, Declarant, its agents and representatives shall have the right and privilege at all times to enter upon any lot the subject hereof to carry out and complete the installation of any and all public improvements required by Humboldt County as a condition of the recordation of the subdivision and compliance with the agreement entered into between the subdivider and the County of Humboldt.

PART D. MAINTENANCE AND PAYMENT PROVISIONS.

D- 1. MANAGEMENT

All powers related to management, operation and maintenance of the roads and storm drainage facilities within the right-of-way described in Exhibit A shall be vested in the Association until such time as a public entity such as a County Permanent Road Division may be established. If such an entity is established a maintenance assessment shall be established and collected by that entity and the association maintenance assessment shall cease.

Every person who acquires title, legal or equitable to any of the lots described in the "Area of Application" described herein shall become a member of the Association; provided, however, that such membership is not intended to apply to those persons who hold an interest in any such lot merely as security for the performance of an obligation.

Each person who becomes a member of the Association shall pay \$ 88.00 per year per lot of the properties owned. Payments shall be due initially upon the initial sale of the lots and thereafter on the tenth (10th) day of December of each year.

PART E. GENERAL PROVISIONS.

E-1. TERM.

These covenants and restrictions shall run with the land and shall continue in full force and effect for a period of thirty-five (35) years from the date of recordation hereof, at which time the same shall be automatically extended for successive periods of ten (10) years, unless by a duly executed and recorded statement, the then owners of fifty-one percent (51%) of the lots in the said subdivision as shown on the recorded map thereof elect to terminate or amend said restrictions in whole or in part.

The Homeowners Association provisions shall run with the land and may not be terminated without approval of the Humboldt County Planning Commission. The Association may be suspended with the approval of the County of Humboldt or its successor or assigns so long as the maintenance responsibilities of the Association are assumed by a public agency such as the County of Humboldt.

E-2 MODIFICATION OR AMENDMENT

Modification of all or any of the covenants, conditions or restrictions herein may be effected from time to time as to said property or any portion thereof by written instrument duly executed by not less than fifty-one (51%) of the then owners of record title to the property then covered by this Declaration. Any modification OR amendment shall be effective upon recording in the office of the Humboldt County Recorder.

E-3 GOOD FAITH CLAUSE

Nothing herein contained shall defeat or impair the lien of any mortgage or Deed of Trust, but title to any property obtained through sale in satisfaction of any mortgage or Deed of Trust shall be held subject to all of the measures and provisions hereof.

E-4. SEVERABILITY.

Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions that shall remain in full force and effect.

E-5. ENFORCEABILITY.

These restrictions maybe enforced by any of the foregoing by an action for damages or by seeking and obtaining an injunction, both preliminary and permanent, against the conduct of which complaint is made. Should action be brought to enforce the provisions hereof, the successful party in litigation shall recover of and from the unsuccessful party in such litigation, in, addition to all other manner of relief, reasonable attorneys fees of the successful party.

IN WITNESS WHEREOF, the undersigned declarants has executed this Declaration of Covenants, Conditions and Restrictions the day 1st of March, 2006.

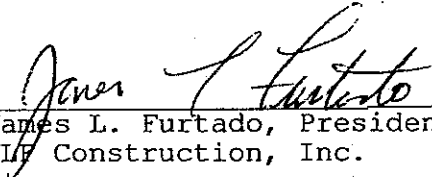
By   
James L. Furtado, President  
JLF Construction, Inc.

EXHIBIT A

STREETS

The streets to be maintained by the Home Owners Association are shown as Hawks View Court, Gardenbrook Street and Honeycomb Court within Tract No.580, Magnolia Estates Subdivision, as per Map recorded in Book 23, Pages 147,148 and 149 in the Office of the County Recorder of said County.

Maintenance shall consist of periodic surface maintenance of the streets, as warranted, a slurry sealing of the streets at a 12 year period, resurfacing the streets with a one tenth (0.10) overlay of asphalt concrete at a 25 year period, and periodic maintenance and replacement, as warranted, of street storm drains and associated facilities.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

NC 5957

State of Calif

County of Humboldt

On 3/1/2006 before me, Jennifer M Simpson a notary

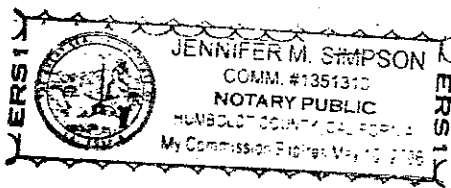
DATE

NAME, TITLE OF OFFICER - E.G., JANE DOE, NOTARY PUBLIC

personally appeared James h. Furtado

NAME(S) OF SIGNER(S)

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.

Jennifer M Simpson  
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

2006-6475-8

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