

CERTIFIED-A TRUE COPY OF THE ORIGINAL

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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RECORDED 10/11/87 IN BOOK 100
PAGE 100 SERIES 100
RECORDS OF ALameda COUNTY
TITLE INSURANCE AND TRUST COMPANY
BY A. [Signature]

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF

PEACOCK MANOR

Re. sub. division of
Lot in MBI

RECORDED IN BOOK.....
PAGE.....SERIES.....
RECORDS OF MARIN COUNTY
TITLE INSURANCE AND TRUST COMPANY
BY A. C. C. Co.

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PEACOCK MANOR

This Declaration is made on this 21st day of October,
1985,, by Continental Savings & Loan Association, a California
corporation, (hereinafter referred to as the "Declarant") and is
made with specific reference to the following facts:

A. Declarant is the owner of a certain tract of land
(hereinafter referred to as "the property") which is located in
the City of San Rafael, County of Marin, State of California and
which is more particularly described as:

Lots 1 to 25 inclusive, as shown on the map
entitled, "Map of Peacock Manor", filed May 10,
1985 in Book 19 of Maps, at Page 46, Marin
County Records.

B. Declarant intends to sell and convey all of the lots
(hereinafter referred to as "the lots" or, individually, as "a
lot") existing upon the property pursuant to a general plan of
improvement and subject to certain covenants, conditions and
restrictions for the benefit of all of the lots and the owners
thereof.

NOW, THEREFORE, Declarant hereby declares the hereinabove
described property shall be held, conveyed, mortgaged, encumbered,
leased, rented, used, occupied, sold and improved subject to the
following declarations, limitations, covenants, conditions,

restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the property, and of every part thereof, in accordance with the general plan of improvement of the property. All of such limitations, covenants, conditions, restrictions and easements shall be deemed made for the direct and mutual benefit of each and every of the lots and shall create mutual and equitable servitudes upon each of the lots in favor of each other lot, and to create reciprocal rights and obligations between the respective owners, including the Declarant, of all of the lots, and shall, as to the owners of each lot, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all of the other lots.

ARTICLE I

INCLUSION IN PEACOCK GAP HOMEOWNER'S ASSOCIATION, A CORPORATION

Under the terms of Covenants, Conditions and Restrictions as contained in a Declaration of Restrictions recorded August 10, 1955, in Book 962 of Official Records at page 449, Marin County Records and Covenants, Conditions and Restrictions contained in a Declaration of Restrictions recorded October 14, 1960, in Book 1406 of Official Records at page 526 Marin County Records (hereinafter referred to as "the Prior Declaration"), the property subject to these Restrictions is also subject to the earlier recorded Restrictions.

By reason of this inclusion all provisions in this

Declaration are subordinate to prior CC&Rs which govern the operation of Peacock Gap Homeowner's Association, a corporation. Any provision of this Declaration shall be ineffective to the extent it is inconsistent with the provisions of prior Declarations. Any provisions contained herein which are inconsistent with the prior Declarations will only become operative if and when the prior Declarations cease, by their own terms, to constitute Covenants, Conditions and Restrictions against the property or the individual lots.

ARTICLE II

RESTRICTIONS UPON USE OF THE LOTS

1. Purposes of Use: No lot or any structure thereon shall be occupied and used except for residential purposes by the owners thereof, their tenants and social guests, and no trade or business shall be conducted thereon.

2. Nuisance: No noxious, illegal or offensive activity shall be carried on within any lot, or in any structure located thereon, nor shall anything be done which may be or may become an annoyance or a nuisance to the owner or tenant of any other lot or which may in any way interfere with the quiet enjoyment of each of the owners of their respective lots, or which may in any way cause the cancellation of or increase the rate for insurance upon any other lot.

3. Vehicle Restrictions: No vehicle shall be operated upon any lot which emits extraordinary levels of exhaust pollution or

noise, and no boat, recreational vehicle or trailer may be parked on any portion of a lot which is visible from any other lot.

4. Garbage and Refuse Disposal: All rubbish, trash and garbage shall be regularly removed from each lot, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such waste materials shall be kept in a clean, orderly, and sanitary condition. All equipment, garbage cans, wood piles, or storage piles shall be kept screened and concealed from the view of the other lots or from any street adjacent to such lots.

5. Clothes Lines: No clothing, linens, rugs, or other similar articles shall be hung or otherwise arranged for drying or airing upon any portion of the lot which is visible from any other lot.

6. Fencing: No fence which is in excess of six (6) feet in height or which is located, in whole or in part, within twenty (20) feet of any street shall be constructed upon any lot, except such walls along Biscayne Drive constructed by requirement of the City of San Rafael.

7. Roofing: No roofing materials shall be used upon any residential building or other structure located upon any of the lots, other than natural shake shingles, tile, or composition shingles similar in appearance to shake shingles or tile.

8. Signs: No signs or posters of any kind shall be posted

or displayed on any portion of a lot or structure which is visible from any other lot or from any street which is adjacent to any lot, except that one sign of not more than six (6) square feet may be posted to advertise the property for sale, lease or rent.

9. Fires: No fires shall be started or maintained upon any lot, except within a fireplace or a cooking stove, oven or pit. No trash, garbage or rubbish shall be disposed of at any time by incineration.

ARTICLE III

REQUIRED MAINTENANCE

1. Landscaping: The owner of each lot shall install, maintain and, where necessary, replace such landscaping upon his lot in such manner, arrangement and condition as may be required by landscaping plans approved by the City of San Rafael or in such other manner, arrangement or condition as may hereafter be approved in writing by the City of San Rafael.

2. Biscayne Drive Wall and Landscaping: After installation by Declarant, maintenance of the wall and landscaping along Biscayne Drive shall be at the expense of lots 19, 20, 24, and 25 of Peacock Manor, a subdivision of a portion of Lot 210 "Map of Marin Bay Unit One" Recorded in Book 10 of Maps at page 78, Marin County Records.

ARTICLE IV

ARCHITECTURAL COMMITTEE

1. Architectural Committee: No building, fence, wall or

other structure shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made, nor any change be made in the appearance of any structure or landscaping located upon any Lot, until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Committee composed of three representatives appointed by Declarant, or by such other person or entity as it may hereafter designate in writing. Declarant shall hereafter, and from time to time, cause a statement setting forth the names and addresses of the members of the Architectural Committee to be recorded in the Official Records of the County of Marin.

2. Soils Report: Where any modification to or creation of a structure or any landscape grading is proposed, the Architectural Committee may require the applicant to submit, at his own expense, a written report from a licensed soils engineer concerning the proposed work. The Architectural Committee may withhold approval of any application which it determines might result in the instability of any soils upon any lot.

3. Fee for Review: The Architectural Committee may require an application review fee, in an amount not in excess of Two Hundred and Fifty Dollars (\$250.00), to be paid by the applicant at the time of the filing of an application.

4. Liability: The Architectural Committee, the members thereof and Declarant shall have no liability to any owner or any other person arising from or in connection with the approval of any proposed work of improvement upon any lot.

5. Failure to Act: In the event that the Architectural Committee fails to act upon any application for approval within thirty days of the date upon which all of the required documents constituting the application, together with the application review fee, are filed with the designated representative of the Committee, the applicant may deliver a written demand for action to the chairman of the Committee, which demand shall recite the date upon which the documents were filed and shall demand that the Committee either approve or disapprove the application. If the Committee fails to approve or disapprove the application within fifteen days of the date of service of the demand, approval shall conclusively be deemed granted and the requirements of this Article shall be deemed to have been fulfilled.

6. Subordination to Peacock Gap Homeowner's Association: No provision of this Article IV shall become effective unless and until the prior Declarations are no longer in force and effect.

ARTICLE V

GENERAL PROVISIONS

1. Enforcement: Any owner shall have the right to enforce, by any proceeding at law or equity, all restrictions and covenants now or hereafter imposed by the provisions of this Declaration,

together with any amendments hereto, and in such action shall be entitled to recover a reasonable attorney fee as ordered by the court. Any failure by an owner to enforce any covenant or restriction herein contained shall in no event be it deemed a waiver of the right to do so thereafter.

2. Enforcement by City of San Rafael: In the event that any owner of a lot fails to perform his obligations pursuant to the restrictions and covenants now or hereafter imposed by the provisions of this Declaration, together with any amendments thereto, the City of San Rafael shall, for the purpose of enforcing such obligations, be deemed a party to this Declaration. In addition, in the event any owner fails to maintain the landscaping located upon his lot in the manner required herein, or in the event any owner creates, maintains or permits to be created or maintained any nuisance upon his lot, the City of San Rafael may, in its sole discretion, enter upon any lot after reasonable notice to the owner, when necessary to protect the health, safety and general welfare of the citizens. The City shall have the right, as necessary and after reasonable notice to the owner, to install, maintain or replace landscaping or to abate any nuisance upon any lot and all costs incurred in the work of installation, maintenance, replacement or abatement shall be an obligation of the owner of such lot. In the event such costs are incurred or paid by the City of San Rafael, the owner of such lot shall, without demand, immediately reimburse the City of San Rafael in

the entire amount incurred or paid.

3. Severability: Should any provision or portion hereof be declared invalid or a conflict with any law of the jurisdiction where the property is situated, the validity of any and all of the provisions and portions hereof shall remain unaffected and in full force and effect.

4. Term: The covenants and restrictions of this Declaration shall run with and bind the property, and shall inure to the benefit of and shall be enforceable by the owners of each of the lots, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a simple majority of the members of lots within the property, has been recorded within a year preceding the beginning of each successive ten (10) years, agreeing to change said covenants and restrictions in whole or in part, or to terminate the same.

5. Amendments: This Declaration may be amended only by the written consent of the owners of seventy-five percent (75%) of the lots within the property. The amendment must be recorded and shall become effective upon being recorded in the Recorder's Office of the County of Marin.

6. Mortgage Protection Clauses: No breach of any of the covenants and restrictions contained herein shall defeat or render

Page 10 missing

completion of said work and establishment of a residential community upon the lots and the disposal of lots by sale, lease or otherwise; or

c. Prevent Declarant from conducting on any or all of the lots its business of completing said work and of establishing a residential community upon the lots and of disposing of lots within the property by sale, lease, or otherwise; or

d. Prevent Declarant from maintaining such sign or signs on any of the lots as may be necessary for the sale, lease or disposition thereof; or

e. Require Declarant to obtain any approval from the Architectural Committee which would otherwise be required by the provisions of Article IV of this Declaration.

So long as Declarant, its successors and assigns, own one or more of the lots referred to herein, Declarant, its successors and assigns, shall otherwise be subject to the provisions of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has issued this Declaration as of the day and year first above written.

CONTINENTAL SAVINGS & LOAN ASSOCIATION,
a California corporation

By 

CITY CLERK'S CERTIFICATE

The city council of the City of San Rafael, State of California, at a regular meeting held on the 5th day of May, 1985, examined the Map of Peacock Manor and the City Council by Resolution 7090 duly passed at the meeting aforesaid, approved this map and, on behalf of the public accepts in fee simple PARCEL A, PARCEL B and PARCEL C for roadway purposes and utility easements; accepts PARCEL D for park purposes; also accepts the dedication of sanitary sewer easements (S.S.C) and storm drainage easements (S.D.C).

signed this 8th day of May, 1985

Jeanette J. Serrano

City Clerk of the City of San Rafael,
State of California.

CLERK OF THE BOARD OF SUPERVISOR'S CERTIFICATE

I, the undersigned, Clerk of the Board of Supervisors of the County of Marin, State of California, do hereby certify that a good and sufficient bond approved by and in the amount fixed by said Board of Supervisors has been filed with said board and that said bond by its terms is made to inure to the benefit of said County of Marin and is conditioned for the payment of all taxes, which may be at time of recording of this map a lien against the tract or subdivision of land shown hereon or any part thereof, but not yet payable.

WITNESS my hand and seal this 22nd day of April, 1985.

signed _____
Clerk of the Board of Supervisors of the
County of Marin, State of California.

SOIL REPORT CERTIFICATE

A soil report dated March 30, 1982, prepared by Donald Herzog Associates (and/or a geologic report) dated N/A, prepared by NA, specifically for this subdivision, has been filed with the local agency's Public Works Department.

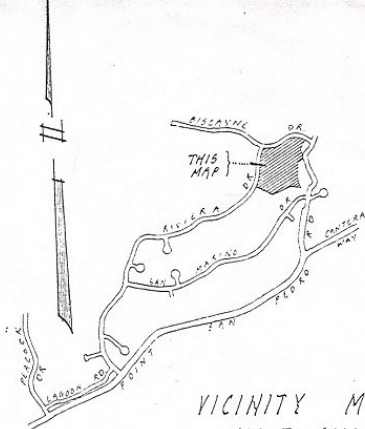
PLANNING COMMISSION CERTIFICATE

Approved by the Planning Commission of the City of San Rafael, State of California, this 17th day of December, 1984.

signed Maurand H. Williams
Chairman, San Rafael Planning
Commission.

NOTE

- 1) Design review shall be required for Lots "10, 11, 12, 13, 18 and" 19.
- 2) All proposed residences within this subdivision shall be subject to architectural approval by the Peacock Gap Neighborhood Association.
- 3) The maintenance of the wall along Sycayne Drive shall be the responsibility of the individual property owners.



VICINITY MAP
NOT TO SCALE

MAP OF
PEACOCK MANOR

BEING A SUBDIVISION OF A PORTION OF LOT 210
"MAP OF MARIN BAY UNIT ONE"

RECORDED IN BOOK 10 OF MAPS AT PAGE 78

MARIN COUNTY RECORDS

CITY OF SAN RAFAEL

COUNTY OF MARIN

STATE OF CALIFORNIA

FEBRUARY 1984

SURVEY NO 1103

PREPARED BY
JOSEPH GRIPPI & ASSOCIATES, INC.
1817 GRAND AVENUE
SAN RAFAEL CALIFORNIA

OWNER'S CERTIFICATE

The undersigned are the only persons having any record title interest in the land subdivided and shown on this map, do hereby consent to the preparation and recordation of this map, and are all who are necessary to pass clear title to the land subdivided and shown hereon. The undersigned hereby irrevocably offer for dedication in fee for public use PEARCOCK MANOR, 315 CAYNE COURT, PARCEL A, for roadway purposes, sanitary sewer easements (S.S.E.) for sanitary sewer purposes, storm drainage easements (S.D.E.) for storm drainage purposes, ~~PARCEL A in fee in public park purposes~~ waivers of vehicular access, for non-access purposes, as shown hereon. The easements hereinbefore offered for dedication shall be kept open and free from permanent buildings and structures of any kind. The local agency or any other municipal corporation, agency, public utility company, or district shall have the right of access into and upon all said easements for the purpose of improving, maintaining, or repairing such easements and facilities within them; however, said right shall not impose upon said local agency, corporation, agency, company, or district the obligation of maintenance, improvement, or repair.

OWNER: CONTINENTAL SAVINGS OF AMERICA, A SAVINGS AND LOAN ASSOCIATION.

signed: Walter Leibel
WALTER LEIBEL PRESIDENT

BENEFICIARY: SAN RAFAEL SCHOOL DISTRICT OF MARIN, CALIFORNIA

signed: J. Gill
J. GILL, DEPUTY SUPERINTENDENT
SAN RAFAEL SCHOOL DISTRICT OF MARIN COUNTY.

ACKNOWLEDGMENT

State of California } s.s.
County of San Francisco

On this 22nd day of MARCH in the year 1984, before me WALTER M. GILL personally appeared WALTER LEIBEL personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as DEPUTY PRESIDENT or on behalf of the corporation therein named and acknowledged to me that the corporation executed it, as owner. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of San Francisco the day and year in this certificate first above written.

signed: Walter M. Gill
Notary Public in and for the County of San Francisco, State of California

My commission expires: 2-12-86

ACKNOWLEDGMENT

State of CALIFORNIA } s.s.
County of MARIN

On this 15th day of MARCH in the year 1985, before me PHIL DANSKIN personally appeared J. GILL personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as DEPUTY SUPERINTENDENT of the SAN RAFAEL SCHOOL DISTRICT OF MARIN CO and acknowledged to me that the SAN RAFAEL SCHOOL DISTRICT OF MARIN COUNTY executed it. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of MARIN the day and year in this certificate first above written.

signed: Phil Danskin
Notary Public in and for the County of MARIN, State of California
My commission expires: 26 DECEMBER 1987

SURVEYOR'S CERTIFICATE

I, Joseph Grippi, certify that I am a Licensed Land Surveyor under the laws of the State of California, that the surveying and checking of the map shown hereon was done by me or under my direction during the month of FEBRUARY, 1984 that the survey is true and complete as shown; that the monuments are of the character and occupy or will occupy the positions shown on this map by 1951 1957 1986, and that a survey of the property can be retraced from said monuments.

Signed this 26th day of MARCH 1984



Joseph Grippi
Joseph Grippi
2975

COUNTY TAXCOLLECTOR'S CERTIFICATE

I, the undersigned, on behalf of the Tax Collector of the County of Marin and Cities therein, State of California, hereby certify that there are no liens for unpaid taxes, County or City, or special assessments collected as taxes except taxes or special assessments not yet payable against the tract or subdivision of land shown hereon or any part thereof.
Signed this 25th day of MARCH 1985

Tax Collector
County of Marin and cities therein
State of California

By Lepha K. Chapman
Deputy

CITY ENGINEER'S CERTIFICATE

I, the undersigned, City Engineer of the City of San Rafael, State of California, hereby certify that I have examined this final map that the subdivision as shown hereon is substantially the same as it appeared on the Tentative Map and any approved alterations thereof, that all provisions of Chapter 2 of the Subdivision Map Act and any local ordinances applicable at the time of the approval of the Tentative Map have been complied with and I am satisfied that said map is technically correct.

Signed this 5th day of APRIL 1985

David M. Bernardi
City Engineer, City of San Rafael,
State of California.

RECORDER'S CERTIFICATE

Filed this 10th day of May, 1985 at
3:00 p.m. in Book 19 of Maps
at page 46 at the request of
THE CITY OF SAN RAFAEL

Serial No. 85-19547 Fee * 12.00

James J. Dal Bovi
County Recorder

By Teresa C. Wood
Deputy

MAP OF

PEACOCK MANOR

BEING A SUBDIVISION OF A PORTION OF LOT 210

"MAP OF MARIN BAY UNIT ONE"

RECORDED IN BOOK 10 OF MAPS AT PAGE 78

MARIN COUNTY RECORDS

CITY OF SAN RAFAEL

COUNTY OF MARIN

STATE OF CALIFORNIA

FEBRUARY 1984

SURVEY NO 1103

PREPARED BY
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SAN RAFAEL, CALIFORNIA

