

1. Only the portion of the property shown in the mapped exclusion zone qualifies for a potential Categorical Exclusion and all development (including driveways) must be within the mapped area. There are certain criteria that need to be met even if a property is shown within a mapped exclusion zone. Categorical Exclusion Order E-91-2 provides the following criteria for single-family homes and associated infrastructure:

1. Single Family Residences

The construction of a single family residence will be excluded from coastal development permit requirements where:

- a. the single family residence will be located on a vacant, legally created lot;
- b. single family residences are a principal permitted use for the parcel;
- c. the single family residence is in conformance with all other zoning requirements; and
- d. the single family residence is located on a parcel mapped as an exclusion area.

In addition, all development under the Categorical Exclusion Order E-91-2 is subject to special conditions from the Coastal Commission certification of the Order including Special Condition 2, which states:

I've attached the Categorical Exclusion Order here for your review. Based upon the information provided in the attachments

you sent, I am concerned that the property may have challenges meeting a 100 foot setback to mapped coastal waters (shown and described in the septic information), and as a result may not qualify for an Exclusion.

Building permits are the same process in Categorical Exclusion areas as non-excluded areas and would not be able to be approved by Planning until the Exclusion or Coastal Development Permit was approved and any related conditions satisfied.

2. The email from Gregory Schmidt dated March 16, 2022 that you sent states that his negative survey results will be valid for two years, ending on March 8, 2024. Home construction would need to be completed by that date otherwise you will need to contact his office again for assistance with an updated review.

3. The property is zoned RR5:PD(SR:PD). This is a variable density zoning classification and so the zoning district that you are subject to is determined by the parcel size. This parcel appears to be less than 0.5 acres in size so we would consider it to fit in the [SR zoning district](#) and be subject to those standards. SR zoning requires setbacks of 20 feet in the front and rear yards and 6 feet in the side yards. Please note there is also a corridor preservation setback from the roadway of 25 feet.

4. Glad to hear the septic has been considered and designed as that is sometimes a limiting factor. In reviewing the mapping provided it appears maybe there is a drainage nearby to the

property (possibly less than 100 feet away per the letter from Carl Rittiman and Associates dated 9/10/2021) which may present challenges with obtaining a Categorical Exclusion permit since the standard is 100 feet in order to qualify for an Exclusion. If a 100 foot setback cannot be met and a full Coastal Development Permit is required the property owner would likely be required to provide at minimum a biological scoping survey including reduced buffer analysis. Your client will also want to connect with the Irish Beach Water District regarding any requirements they may have for hooking up to the water district.

Best,

Julia Krog

Director

County of Mendocino

Department of Planning & Building
Services

860 N Bush Street, Ukiah, CA 95482

Main Line: 707-234-6650

Fax: 707-463-5709

krogj@mendocinocounty.gov

www.mendocinocounty.gov/pbs





SELLER VACANT LAND QUESTIONNAIRE
(C.A.R. Form VLQ, 11/12)

Seller makes the following disclosures with regard to the real property described as 15101 Mallo Pass Dr,
Assessor's Parcel No. 132-110-26, situated in Irish Beach,
County of Mendocino, California ("Property").

1. **The following are representations made by the Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker have not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desire legal advice, they should consult an attorney.**
2. **Note to Seller: PURPOSE:** To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
 - Answer based on actual knowledge and recollection at this time.
 - Something that you do not consider material or significant may be perceived differently by a Buyer.
 - Think about what you would want to know if you were buying the Property today.
 - Read the questions carefully and take your time.
3. **Note to Buyer: PURPOSE:** To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
 - Something that may be material or significant to you, may not be perceived the same way by the Seller.
 - If something is important to you, be sure to put your concerns and questions in writing (C.A.R. Form BMI).
 - Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
 - Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.
4. **SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." Provide explanations to answers in the space provided or attach additional comments and check paragraph 16.**
5. **BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:**

	ARE YOU (SELLER) AWARE OF...
A. Surveys, markers, stakes, pins or maps showing the location of the Property	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
B. Any unrecorded easement, encroachment or other dispute, maintenance or use agreement affecting access to, or the boundaries of, the Property	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
C. Use of the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress, or other travel or drainage	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
D. Leases, rental agreements, service contracts, licenses, permits or related agreements regarding use of the Property by others	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
E. Use of any neighboring property by you	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
F. The absence or limitation of legal or physical access to the Property	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Explanation: _____

6. **GEOLOGIC CONDITIONS AND ENVIRONMENTAL HAZARDS:**

	ARE YOU (SELLER) AWARE OF...
A. Fill (compacted or otherwise), soil instability, caves, mines, caverns, or slippage on the Property	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
B. Radon, methane or other gases, contaminated soil or water, hazardous waste, or waste disposal sites on the Property	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
C. Fuel, oil or chemical storage tanks above or underground	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
D. Past or present treatment or eradication of pests or odors	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Explanation: _____

Buyer's Initials () ()

Seller's Initials *[Signature]* ()



Property Address: 15101 Mallo Pass Dr, ... Beach, CA 95459

Date: 7/26/22

7. GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

- A. Agricultural use restrictions pursuant to the Williamson Act or other law
B. Whether the Property is in or adjacent to an area with Right to Farm rights
C. Presence of any endangered, threatened, "candidate" species, wetlands, historic artifacts or human remains on the Property
D. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property
E. Conditions or laws that may affect the ability to place and/or use a manufactured home on the Property
F. Special taxes pursuant to the Mello - Roos Community Facilities Act, Improvement Bond Act of 1915 or other law
G. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that apply to or could affect the Property
H. Existence or pendency of any rent control, occupancy restrictions or retrofit requirements that apply to or could affect the Property
I. Existing or contemplated building or use moratorium that apply to or could affect the Property
J. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property
K. Proposed construction, reconfiguration, or closure of nearby government facilities or amenities such as schools, parks, roadways and traffic signals
L. Existing or proposed government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting, or (iii) that flammable materials be removed

Explanation:

8. WATER-RELATED ISSUES:

ARE YOU (SELLER) AWARE OF...

- A. Standing water, flooding, pumps, underground water, or water-related soil settling or slippage on or affecting the Property
B. Rivers, streams, flood channels, underground springs, high water table, floods or tides on or affecting the Property

Explanation:

9. UTILITIES AND SERVICES:

ARE YOU (SELLER) AWARE OF...

- A. Whether any of the following utilities or services are available ON the Property
If yes, check which ones: wells, sewer, septic, sanitation, leach lines, water, gas, electric, telephone, cable, other
If no, are you aware of the distance such utilities or services are from the Property?

Explanation:

PG & E / power @ street

10 LANDSCAPING, AGRICULTURE, STRUCTURES OR OTHER IMPROVEMENTS: ARE YOU (SELLER) AWARE OF...

- A. Diseases or infestations affecting trees, plants or vegetation on or near the Property
B. Diseases, infestation or other reason affecting the production of any agricultural trees or crops on the Property
C. Operational sprinklers or irrigation systems on the Property
If yes, are they automatic or manually operated.
D. Any structures or improvements (such as pad, foundations, or shelter)

Explanation:

11. NEIGHBORHOOD:

ARE YOU (SELLER) AWARE OF...

- A. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: neighbors, livestock, wildlife, insects or pests, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, or wildlife

Explanation:

Buyer's Initials

Seller's Initials X

VLQ REVISED 11/12 (PAGE 2 OF 4)

SELLER VACANT LAND QUESTIONNAIRE (VLQ PAGE 2 OF 4)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com

Mary Dillon



Property Address: 15101 Mallo Pass Dr, ...n Beach, CA 95459

Date: 7/26/22

12. COMMON INTEREST CONDOMINIUMS AND DEVELOPMENTS:

ARE YOU (SELLER) AWARE OF...

- A. Any Homeowner or Property Owner Association (OA) governing the Property, or any pending or proposed dues increases, special assessments, rules changes, insurance, availability issues or threatened or pending litigation by or against the OA affecting the Property ... [] Yes [X] No

Explanation:

13. TITLE, OWNERSHIP AND LEGAL CLAIMS:

ARE YOU (SELLER) AWARE OF...

- A. Any other person or entity on title other than Seller(s) signing this form ... [] Yes [X] No
B. Leases, options or claims affecting or relating to title or use of the Property ... [] Yes [X] No
C. Any other person or entity other than Seller(s) signing this form with a legal claim to oil, mineral, gas or water rights ... [] Yes [X] No
D. Past, present, pending or threatened lawsuits, mediations, arbitrations, tax liens, abatement liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, OA or neighborhood ... [] Yes [X] No

Explanation:

14. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

ARE YOU (SELLER) AWARE OF...

- A. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to correct damage [] Yes [X] No

Explanation:

15. OTHER:

ARE YOU (SELLER) AWARE OF...

- A. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents, pertaining to the condition of the Property or easements, encroachments, boundary disputes or environmental conditions affecting the Property ... [] Yes [X] No
B. Department of Real Estate Public Report, or subdivision map ... [] Yes [X] No
C. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) ... [] Yes [X] No
D. The release of an illegal controlled substance on or beneath the Property ... [] Yes [X] No
E. Whether the Property is located in or adjacent to an "industrial use" zone ... [] Yes [X] No
F. Whether the Property is affected by a nuisance created by an "industrial use" zone ... [] Yes [X] No
G. Whether the Property is located within 1 mile of a former federal or state ordnance location ... [] Yes [X] No
H. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision ... [] Yes [X] No
I. Insurance claims affecting the Property within the past 5 years ... [] Yes [X] No
J. Matters affecting title of the Property ... [] Yes [X] No
K. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ... [] Yes [X] No

Explanation:

Enviro Health has approved septic design ST23473. Approval is good for 5 years.

16. (IF CHECKED) ADDITIONAL COMMENTS: The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

Buyer's Initials () ()

Seller's Initials X () ()

VLQ REVISED 11/12 (PAGE 3 OF 4)

SELLER VACANT LAND QUESTIONNAIRE (VLQ PAGE 3 OF 4)



Property Address: 15101 Mallo Pass Dr, Malibu Beach, CA 95459

Date: 7/26/22

Seller represents that Seller has provided the answers and, if any, explanations and comments on this Form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this Form is independent from any duty of disclosure that a real estate licensee may have in this transaction, and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from his/her own duty of disclosure.

Date 7/26/22
SELLER Mary Dillon
By [Signature]
Print name _____
Title _____

Date _____
SELLER _____
By _____
Print name _____
Title _____

By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Vacant Land Questionnaire form.

Date _____
BUYER _____
By _____
Print name _____
Title _____

Date _____
BUYER _____
By _____
Print name _____
Title _____

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VLQ REVISED 11/12 (PAGE 4 OF 4)

SELLER VACANT LAND QUESTIONNAIRE (VLQ PAGE 4 OF 4)

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Mary Dillon

CARL RITTIMAN & ASSOCIATES, INC.
Certified Professional Soil Scientist
PO Box 590 • Mendocino CA 95460

[REDACTED]

Date: 9/10/21

re: 15101 Mallo Pass Drive; on-site sewage disposal system update

Mary,

On 8/31/21 we visited the above referenced site to re-evaluate the site and soil conditions in order to determine what type of on-site sewage disposal system could be proposed for the site under current County guidelines.

We have setback requirements which limit the potential leachfield areas (and septic tank locations);
25 foot setback from the water main
50 foot setback from the drainage-way downslope of the parcel (to the north)

While on-site we excavated and examined several new soil profiles to determine what areas would work best to support the leachfields. The newly required setback from the water main pushed us farther east than our original leachfield area was located. The soils further upslope were found to be shallow to fractured rock and not ideal for leachfield development. The profiles conducted in the south eastern portion of the parcel would allow for a shallow trench Highline leachfield. The system would be pressurized and would be placed in the County's Non-Standard Systems Program.

Our initial layout (see attached site map) would require a minimum of 72 feet of leachline to support a 2 bedroom residence. On the site map, the total area required for a primary and replacement system is shown. Both leachfields would be constructed at the same time. We would justify the leachfield locations with a reduced setback to the ditch along the east property line from the typically required 50 feet, down to 20 feet, as the leachfield is located downslope of the ditch.


If you choose to move forward with a one bedroom house, the westernmost depicted leachline would be removed.

Keep in mind that we can't have the ground surface west of the leachfield cut down to create a flat pad as there can be no created cut-bank within 50 feet downslope of the edge of the leachfield. As such, the house would need to build off of the existing grade.

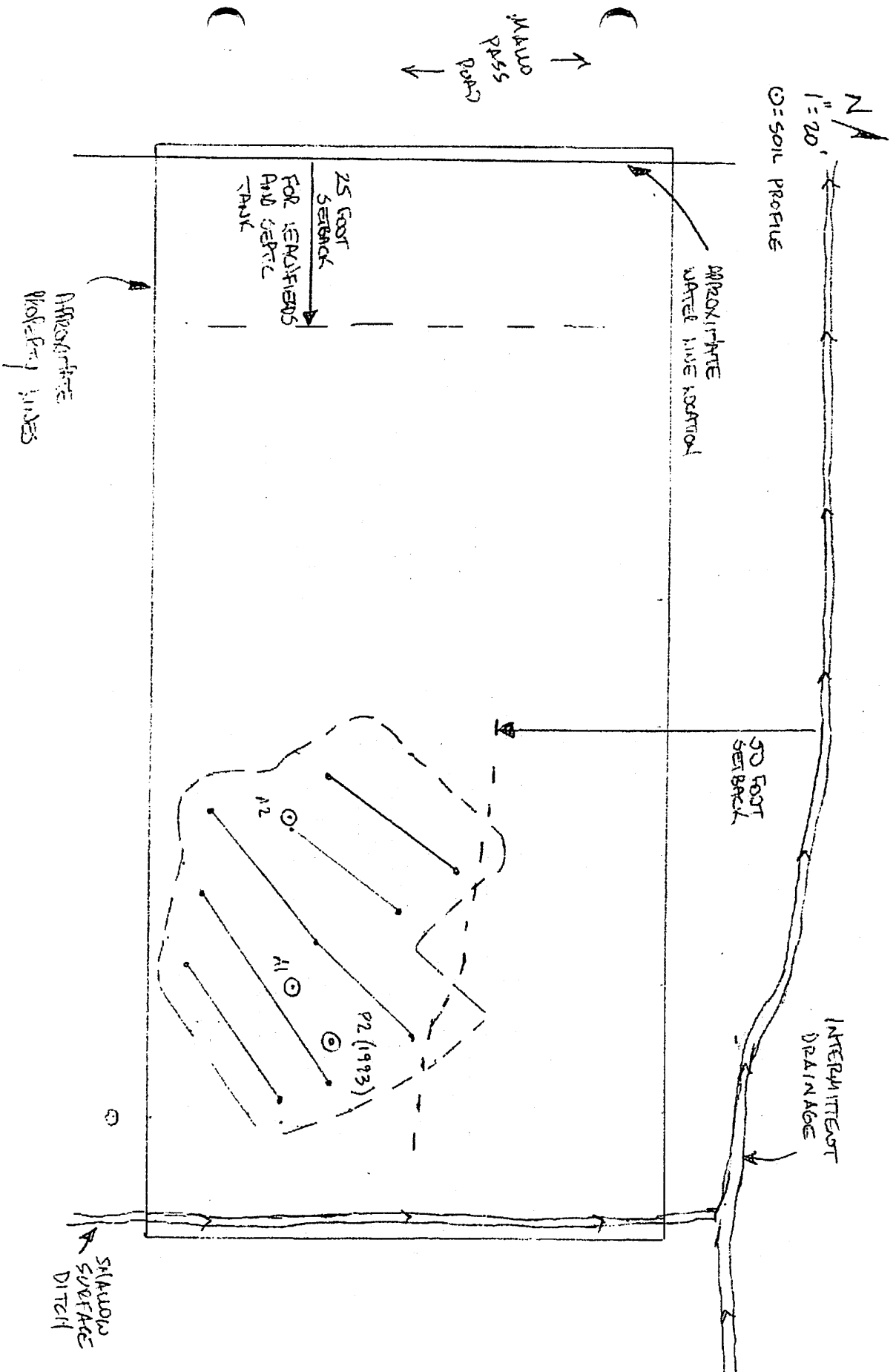
If it looks as if this configuration would work for you, we can complete the formal design (Site Evaluation Report) for submittal to the County.

Please feel free to contact me with any questions. Thank you.

Sincerely,


Andrew Kawczak
Associate

Phone 707-937-0804 • Fax 707-937-0575 • e-mail andy@carlrittiman.com



MAJOR ROAD
 ↓

N
1" = 20'

* SEE PROPOSAL FOR ALL DESIGN NOTES + DETAILS

⊙ = SOIL PROFILE

APPROXIMATE
WATER TABLE MEASUREMENT

PROPOSED
○ WELL

50 FOOT
SETBACK

INTERMITTENT
DRAINAGE

1500 GALLON CONCRETE
SEPTIC TANK / PUMP
CHAMBER

EXTENT OF
TOPSOIL
COVER

PRESSURIZED
HIGHLINE LEACHFIELD
AS DESCRIBED:
PRIMARY FIELD +
REPLACEMENT AREA

← Driveway →

POSSIBLE
LOCATION OF
ONE
BEDROOM
RESIDENCE

P2 (1993)

M2

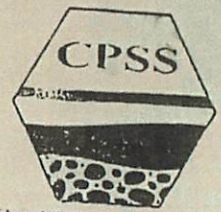
M1

1.5" PVC SCH 40
FORCE LINE

Approximate
PROPERTY LINES

BALL VALVES ON EACH
FORCE LINE - TO BE
ENCLOSED IN RISE +
LID - SEE ATTACHED
DETAIL

SHALLOW
SURFACE
DITCH



Certified Professional
Soil Scientist
CARL A RITTIMAN
02859

Division of Environmental Health

501 Low Gap Road, Rm 1326
Ukiah, CA 95482
(707) 463-4466
Fax (707) 463-4038



790 A-1 S Franklin St
Fort Bragg, CA 95437
(707) 961-2714
Fax (707) 961-2720

Notice of Approval of Site Evaluation Report

Notice Date June 2, 2003

Application Number ST23473



System Site Address and Assessor's Parcel Number
15101 Mallo Pass Dr.
Manchester
APN 132-110-26

Submitted May 16, 2003

Designer Carl Rittiman

Approved June 2, 2003

Inspector JE

Environmental Health has reviewed and approved the Site Evaluation Report referenced above and found it to be in conformance with the State's minimum criteria. We are prepared at this time to issue a Construction Permit for the On-site Sewage System specified in the previously referenced report upon receipt of this signed application and the total permit fee. See Invoice below. The Construction Permit will be valid for two years and renewable annually thereafter.

Application for Construction of a Septic System

OWNER BUILDER: I hereby certify I shall not employ any person in any manner so as to become subject to Workmen's Compensation Laws of California. As an owner builder, I understand I am exempt from the provisions of the Contractor's License Law when constructing on property I own.

LICENSED CONTRACTOR: I have a currently effective certificate of Workmen's Compensation Insurance coverage on file with the County of Mendocino. I certify I am licensed under the provisions of the Contractor's License Law and my license is in full force and effect.

OWNER AND CONTRACTOR: Application is hereby made to the Mendocino County Division of Environmental Health for a permit to construct, or repair or for clearance for other constructions, an on-site sewage system as approved by the Division and in compliance with the Mendocino County Code.

I agree to obtain from the Division of Environmental Health such investigations and inspections after completion as may be necessary for the Division to determine compliance with the plans and specifications approved in the permit. I understand that the issuance of this permit in no way indicates that a guarantee of a perfect and indefinite operation of this system is made by the Division. I understand I am required to make repairs deemed necessary by the Division to confine sewage below the surface of the ground. I agree to request an inspection 48 hours in advance.

Signature of the owner or the owner's agent

Date: _____

Invoice

On-Site Sewage System Construction Permit Fee

\$400.00

Please make check payable to Environmental Health.

From: Benjamin Hutter hutterb@mendocinocounty.org
Subject: Re: 15101 Mallo Pass Dr., Septic Approval?
Date: August 5, 2022 at 8:02 AM

BH

Hello,

I'm on the phone with you now.

approval is good
for 5 years

MCEH has approved the septic system design ST23473 for 15101 Mallo Pass Drive in Manchester. The design was sent to Planning and Building on 12/21/2021. At this time Planning and Building has not approved the design pending the applicant meeting their requirements.

Best,

Benjamin Hutter
Environmental Health Specialist I
Mendocino County Environmental Health
120 West Fir St, Fort Bragg, CA 95437
(707) 234-2883 Desk
(707) 961-2714 Office
HutterB@MendocinoCounty.Org (Preferred)
<http://www.mendocinocounty.org/government/health-and-human-services-agency/environmental-health>

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Sent: Friday, August 5, 2022 7:51 AM
To: Benjamin Hutter <hutterb@mendocinocounty.org>
Subject: 15101 Mallo Pass Dr., Septic Approval?

Hello,

I am the listing agent for the property at 15101 Mallo Pass Rd. APN #132-110-26. Ritteman and Associates has designed a 1 bedroom septic system that they say was conditionally approved by Environmental Health. I'm trying to understand this process- Your Dept has issued an approval that is good for 5 years according to Andy. But there still needs to be a review and approval from Building and Planning? Is there anything in writing that says Environmental Health has approved the plan?

I am attaching the plans for your reference:



COUNTY OF MENDOCINO
DEPARTMENT OF PLANNING AND BUILDING SERVICES

860 NORTH BUSH STREET · UKIAH · CALIFORNIA · 95482
120 WEST FIR STREET · FT. BRAGG · CALIFORNIA · 95437

JULIA KROG, DIRECTOR
TELEPHONE: 707-234-6650
FAX: 707-463-5709
FB PHONE: 707-964-5379
FB FAX: 707-961-2427
pbs@mendocinocounty.org
www.mendocinocounty.org/pbs

August 3, 2022



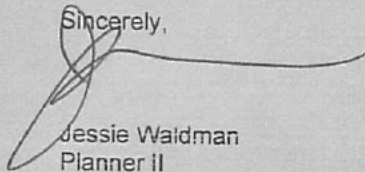
Subject: Septic Permit Application Number: ST23473
Site Address: 15101 Mallo Pass Drive
Assessor's Parcel Number: 132-110-26



Your septic permit application has been referred to the Planning Division for approval. Please be advised that installation of a septic system generally requires a coastal development permit from the County of Mendocino; however, your parcel is located within a mapped Categorical Exclusion area. Therefore, the County has a procedure whereby you can apply for a Categorical Exclusion for your entire project (i.e., residence, septic system, well, driveway, garage, etc.).

If your project is not complete in three years, you may qualify for another Exclusion or you may need to obtain a coastal permit at that time.

Sincerely,



Jessie Waldman
Planner II

Cc: Division of Environmental Health

◆ ♠ ♥ ♣

♠

♥ ♣ ♠ ♥

♥ ↑ ♠

From: [REDACTED]
Subject: Fwd: PAMB survey results and technical assistance for 15101 Mallo Pass RD, Manchester, CA (APN 132-110-26)
Date: July 26, 2022 at 10:43 AM
To: [REDACTED]



Sent from my iPhone

Begin forwarded message:

From: "Schmidt, Gregory" <gregory_schmidt@fws.gov>
Date: March 16, 2022 at 12:25:06 PM PDT
To: [REDACTED], Jessie Waldman <waldmanj@mendocinocounty.org>
Subject: PAMB survey results and technical assistance for 15101 Mallo Pass RD, Manchester, CA (APN 132-110-26)

Hi Mary,

I conducted a PAMB presence/absence survey within all suitable habitat found on your parcel (APN 132-110-26) plus a 100-foot buffer around your parcel on March 7 and 8, 2022. No sign of Point Arena mountain beaver occupancy was found during my surveys. I surveyed your parcel and all portions of adjacent parcels within 100 feet on 7 March except for the parcel immediately across the road from your parcel (APN 132-110-03), which was surveyed on 8 March...when I gained access authorization from the land owner. I surveyed out 100 feet since that is the maximum distance I expect potential impacts (mainly vibratory forces from digging and placing the foundation) to occur for standard hoe construction. Because the habitat to the east of your parcel is directly connected to suitable habitat on your parcel (as opposed to suitable habitat across the road from your parcel) my negative survey results will be good for the next two calendar years (ending on 8 March 2024). If you haven't completed your home construction by then please contact me for additional technical assistance for the PAMB. I conclude that in the next two years, your proposed project is unlikely to result in the "take" of the federally endangered PAMB and may proceed at any time. I did not survey for the larval host plant, *Viola adunca* (dog violet), of the Behren's silverspot butterfly. A *Viola adunca* survey must be conducted when the plant is flowering, which is just about now, but for sure in April (I had a few plants blooming by the Point Arena Lighthouse on 10 March 2022). I will be trained to survey for the plant species this spring and may be able to stop by after my training session. Thanks.

Greg

Gregory Schmidt
Fish & Wildlife Biologist
US Fish and Wildlife Service
Arcata Fish and Wildlife Office
1655 Heindon Road, Arcata CA 95521-4573
Phone: (707) 825-5103; Fax: (707) 822-8411; Cell: (707) 834-3193
E-mail: Gregory_Schmidt@fws.gov

Irish Beach Architectural Design Committee

Manchester, Mendocino County, California

Point Arena Mountain Beaver (PAMB)

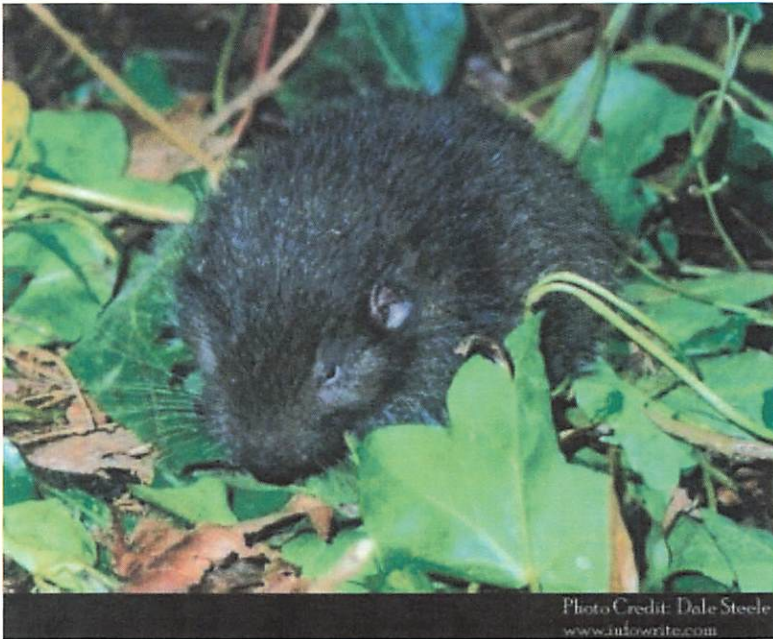


Photo Credit: Dale Steele
www.audwrite.com

The Point Arena Mountain Beaver (*Aplodontia rufa nigra*) has been on the Federal Endangered Species list since 1991. Your lot in Irish Beach may be its protected habitat. Unless your lot lies within a designated "exclusion zone," you will need to get clearance from the U.S. Department of Fish & Wildlife to ensure that your project will not "take" a Point Arena Mountain Beaver.

Since the PAMB is a Federally protected species, the County can do nothing without clearance from DFW. If clearance is required, the County will let you know.

You may contract with an environmental firm for a site survey, which will cost several hundred to a few thousand dollars, or you can contact the DFW directly. Depending on your site location and project scope, you may find that the DFW is able to clear your project using aerial photographs and a site plan.

While the existence of PAMB burrows on your lot won't necessarily make it impossible for you to build, you may need to adjust your building envelope and design your project schedule around their domestic habits.

The following information should be of help:

[Mendocino County Guidelines for Biological Scoping Surveys](https://irishbeachadc.files.wordpress.com/2020/07/mendocino-county-guidelines-for-biological-scoping-surveys.pdf)
(<https://irishbeachadc.files.wordpress.com/2020/07/mendocino-county-guidelines-for-biological-scoping-surveys.pdf>)

[Point Arena Mountain Beaver Training Course](https://irishbeachadc.files.wordpress.com/2020/07/20190415_pamb_training_course_compact.pdf)
(https://irishbeachadc.files.wordpress.com/2020/07/20190415_pamb_training_course_compact.pdf)

[WEBSITE POWERED BY WORDPRESS.COM.](https://www.wordpress.com/)

Provided for Convenience Only.

ACKNOWLEDGMENT OF RECEIPT OF CONSUMER INFORMATION PAMPHLETS AND DISCLAIMER

Property Address: 15101 MALLO PASS DR, MANCHESTER, CA 95459

The accompanying pages are "signature pages" requiring signatures of acknowledgment that were compiled for your convenience relating to the purchase transaction of the above referenced property from the following five (5) sources listed below. Prior to signing this page, or, the accompanying pages, read the IMPORTANT DISCLAIMER set forth below.

1. *Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants* from the California Environmental Protection Agency available at: <https://orderform.disclosures.com/Content/Files/ElectronicBookshelf/Resid-Enviro-Hazards-Guide-English-j.pdf>
2. *Protect Your Family from Lead in Your Home* from the United States Environmental Protection Agency available at: <https://orderform.disclosures.com/Content/Files/ElectronicBookshelf/Lead-in-Your-Home-English.pdf>
3. *What is your Home Energy Rating (HERS)* from the California Energy Commission available at: <https://orderform.disclosures.com/Content/Files/ElectronicBookshelf/Home-Energy-Rating-color.pdf>
4. *Homeowner's Guide to Earthquake Safety* from the California Seismic Safety Commission available at: <https://orderform.disclosures.com/Content/Files/ElectronicBookshelf/Homeowners-Guide-to-EQ-Safety-English.pdf> (Signature for *Homeowner's Guide to Earthquake Safety* only necessary if Property built before 1960.)
5. *A Brief Guide To Mold, Moisture and Your Home* from the United States Environmental Protection Agency available at: <https://orderform.disclosures.com/Content/Files/ElectronicBookshelf/Mold-Guide-English.pdf>

I acknowledge receipt of the five (5) listed pamphlet(s) via the links set forth above.

I acknowledge that I have read the IMPORTANT DISCLAIMER below these signature lines.

Seller: 	Buyer: _____
Date: <u>08/22/2023</u>	Date: _____
Seller: _____	Buyer: _____
Date: _____	Date: _____
	Buyer's Agent: _____
	Date: _____

IMPORTANT DISCLAIMER: THE ACCOMPANYING CONSOLIDATED SIGNATURE PAGES, INCLUDING THIS PAGE, ARE PROVIDED SOLELY FOR CONVENIENCE PURPOSES. ALL PARTIES INVOLVED SHOULD NOT RELY ON THESE CONSOLIDATED SIGNATURE PAGES AS A TRUE REPRESENTATION OF ALL THE CLOSING DOCUMENTS INVOLVED IN THE REAL ESTATE TRANSACTION THAT REQUIRE SIGNATURES PRIOR TO CLOSING. ALL SIGNORS SHOULD CONSULT AN ATTORNEY PRIOR TO SIGNING. BUYER AND SELLER SHOULD READ ALL DOCUMENTS PRIOR TO SIGNING ANY REQUIRED SIGNATURE PAGE(S). THESE CONSOLIDATED SIGNATURE PAGES ARE ONLY A SMALL PORTION OF CERTAIN LEGAL DOCUMENTS THAT REQUIRE SIGNATURE(S). IT IS STRONGLY RECOMMENDED THAT ALL PARTIES INVOLVED ASK FOR OR SEEK THE ENTIRE DOCUMENT(S) THAT BELONGS TO EACH SIGNATURE PAGE PRIOR TO SIGNING. THE PARTIES ARE ENCOURAGED TO ENSURE THAT THEY HAVE READ THE ENTIRE DOCUMENT(S) BELONGING TO EACH RESPECTIVE SIGNATURE PAGE PRIOR TO SIGNING SUCH SIGNATURE PAGE. FIRST AMERICAN REAL ESTATE DISCLOSURES CORPORATION, (FAREDC) DISCLAIMS ALL SIGNATURE PAGES FOR ACCURACY AND CURRENCY, WHETHER EXPRESSED OR IMPLIED. FAREDC DISCLAIMS ANY AND ALL LIABILITY TO ANY PERSON OR ENTITY FOR ANY TYPES OF CLAIMS ARISING FROM THE SIGNATURE PAGES SET FORTH ON THIS PAGE, OR, ON THE ACCOMPANYING PAGES.



JCP-LGS Residential Resale Property Disclosure Reports

Disclosure Report Signature Page For MENDOCINO County

Property Address: 15101 MALLO PASS DR
MANCHESTER, MENDOCINO COUNTY, CA 95459
("Property")

APN: 132-110-26-00
Report Date: 08/22/2023
Report Number: 3089504

Statutory Natural Hazard Disclosure ("NHD") Statement and Acknowledgment of Receipt

DISCLAIMER: This NHD Summary (a) is not valid unless delivered with the complete JCP-LGS Disclosure Report which buyer must read and acknowledge before close of escrow, and (b) is subject to the Terms and Conditions contained in that complete Disclosure Report.

The seller and seller's agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the Property. Seller hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.

The following are representations made by the seller and seller's agent(s) based on their knowledge and maps drawn by the state and federal governments. This information is a disclosure and is not intended to be part of any contract between the seller and buyer. THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency

Yes ___ No **X** Do not know and information not available from local jurisdiction ___

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.

Yes ___ No **X** Do not know and information not available from local jurisdiction ___

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this Property is subject to the maintenance requirements of Section 51182 of the Government Code.

Yes ___ No **X**

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.

Yes **X** No ___

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.

Yes ___ No **X**

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.

Yes (Landslide Zone) ___ Yes (Liquefaction Zone) ___

No ___ Map not yet released by state **X**

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. SELLER(S) AND BUYER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Seller(s)	Date	Signature of Seller(s)	Date
	08/22/2023		
		Signature of Seller's Agent	Date

- Seller(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).
- Seller(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Section 1103.7 of the Civil Code, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Section 1103.4 of the Civil Code. Neither seller(s) nor their agent(s) (1) has independently verified the information contained in this statement and Report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:

Third-Party Disclosure Provider(s) FIRST AMERICAN REAL ESTATE DISCLOSURES CORPORATION OPERATING THROUGH ITS JCP-LGS DIVISION.
Date 22 August 2023

Buyer represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations made in this Natural Hazard Disclosure Statement do not constitute all of the seller(s) or agent's disclosure obligations in this transaction.

Signature of Buyer(s)	Date	Signature of Buyer(s)	Date

BUYER(S) REPRESENTS ABOVE HE/SHE HAS RECEIVED, READ AND UNDERSTANDS THE COMPLETE JCP-LGS DISCLOSURE REPORT DELIVERED WITH THIS SUMMARY:

- A. Additional Property-specific Statutory Disclosures: Fire Hazard Severity Zone (AB 38), Former Military Ordnance Site, Commercial/Industrial Use Zone, Airport Influence Area, Airport Noise, San Francisco Bay Conservation and Development District Jurisdiction (in S.F. Bay counties only), California Energy Commission Duct Sealing Requirement, Notice of Statewide Right to Farm, Notice of Mining Operations, Sex Offender Database (Megan's Law), Gas and Hazardous Liquid Transmission Pipeline Database.
- B. Additional County and City Regulatory Determinations as applicable: Airports, Avalanche, Blow Sand, Coastal Zone, Dam/Levee Failure Inundation, Debris Flow, Erosion, Flood, Fault Zone, Fire, Groundwater, Landslide, Liquefaction, Methane Gas, Mines, Naturally Occurring Asbestos, Redevelopment Area, Right to Farm, Runoff Area, Seiche, Seismic Shaking, Seismic Ground Failure, Slope Stability, Soil Stability, Subsidence, TRPA, Tsunami.
- C. General advisories: Methamphetamine Contamination, Mold, Radon, Endangered Species Act, Abandoned Mines, Oil & Gas Wells, Tsunami Maps (coastal only).
- D. Additional Reports - Enclosed if ordered: (1) PROPERTY TAX REPORT (includes state-required Notices of Mello-Roos and 1915 Bond Act Assessments, and Notice of Supplemental Property Tax Bill, (2) ENVIRONMENTAL SCREENING REPORT (discloses Transmission Pipelines, Contaminated Sites, and Oil & Gas Wells). Enclosed if applicable: Local Addenda.
- E. Government Guides in Combined Booklet with Report. Refer to Booklet: (1) ENVIRONMENTAL HAZARDS: "A Guide for Homeowners, Buyers, Landlords and Tenants"; (2) EARTHQUAKE SAFETY: "The Homeowners Guide To Earthquake Safety" and included "RESIDENTIAL EARTHQUAKE HAZARDS REPORT FORM"; (3) LEAD-BASED PAINT: "Protect Your Family From Lead In Your Home"; (4) BRIEF GUIDE TO MOLD, MOISTURE AND YOUR HOME; (5) WHAT IS YOUR HOME ENERGY RATING? Government Guides are also available on the Company's "Electronic Bookshelf" at https://orderform.disclosures.com/resources/electronic_bookshelf/regulatory_pamphlets.

LEGEND

- = FOUND PG&E POWER POLE
- = FOUND 1/2" PIPE TAGGED LS 3089 PER MC2 D6 P8, M.C.R.
- = FOUND MONUMENT AS NOTED
- ▲ = DIMENSION POINT ONLY, CORNER SEARCHED FOR AND NOT FOUND, NO MONUMENT SET
- = DIMENSION POINT ONLY, NO POINT SET OR SEARCHED FOR.
- ()¹ = RECORD DATA PER MC2 D6 P8, M.C.R.
- ()² = RECORD DATA PER 487 O.R. 441
- = WEST LINE OF 487 O.R. 441 EASEMENT PER MC2 D6 P8
- - - = CENTERLINE BETWEEN POWER POLES.
- · - · - = WEST LINE OF 487 O.R. 441 EASEMENT PER THIS SURVEY.
- T.S. = THIS SURVEY
- P/L = PROPERTY LINE

MEASUREMENTS OF THIS SURVEY AGREE WITH RECORD UNLESS OTHERWISE NOTED.

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS' ACT AT THE REQUEST OF ANTHONY LOMBARD ON FEBRUARY 20, 1994.

David E. Paoli
DAVID E. PAOLI, RCE 18341
LICENSE EXPIRES 6-30-97

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE LAND SURVEYORS' ACT THIS 21st DAY OF NOVEMBER, 1994

C.F. CAMPBELL, COUNTY SURVEYOR
MENDOCINO COUNTY, CALIFORNIA

BY *Arthur W. Colvin* DEPUTY
ARTHUR W. COLVIN, L.S. 6112, DEPUTY COUNTY SURVEYOR
LICENSE EXPIRES: 3-31-98

COUNTY RECORDER'S STATEMENT

FILED THIS 21st DAY OF 2100, 1994, AT 2:55 P.M.
IN MAP CASE 02 DRAWER 57 PAGE 23 AT THE
REQUEST OF DAVID PAOLI.

MARSHA A. YOUNG, COUNTY RECORDER

BY *Annelle Grace*, DEPUTY

FEE \$ 8.00

#000

SHEET 1 OF 1

**RECORD OF SURVEY
FOR ANTHONY LOMBARD**

IN SECTION 6, T13N, R16W, MDM
MENDOCINO COUNTY, CALIFORNIA

DAVID E. PAOLI, P.E.
P.O. BOX 737
FORT BRAGG, CA

MAY, 1994

SCALE 1"=200'
JOB 94-09

MAP CASE 02
DRAWER 57
PAGE 23

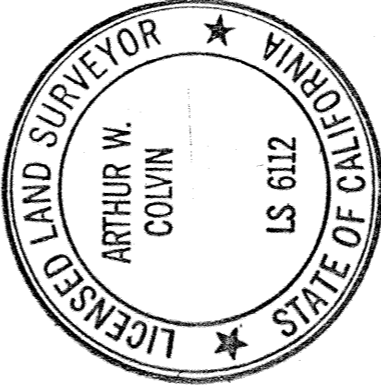
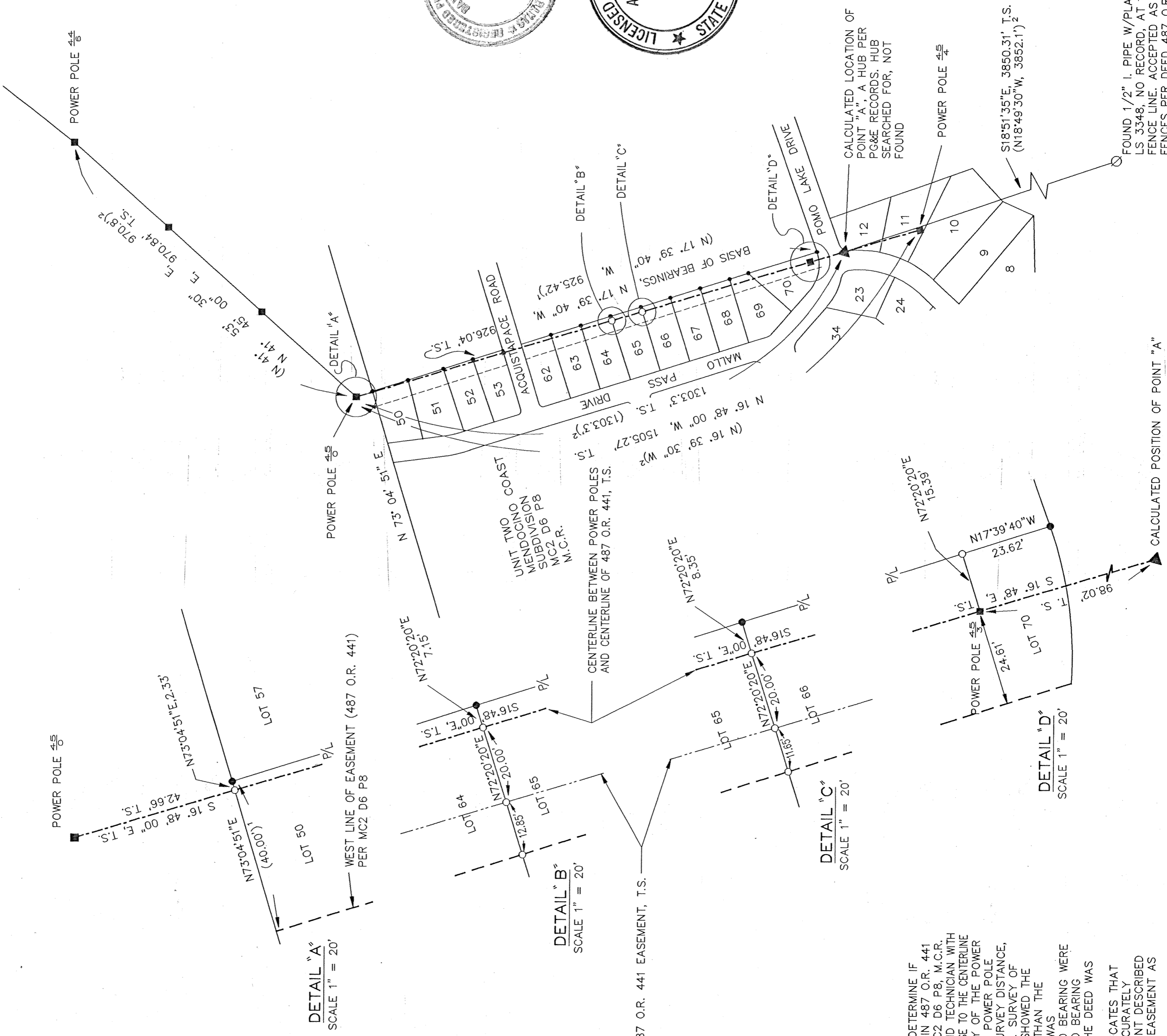
R05 38-94

THE BASIS OF BEARING IS S17°39'40"E,
AS SHOWN PER MAP CASE 2, DRAWER 6, PAGE 8, M.C.R.
OF LOT 70 AND THE SOUTHEAST CORNER
BETWEEN FOUND MONUMENTS AT THE SOUTHEAST CORNER

NOTE

THE PURPOSE OF THIS SURVEY WAS TO DETERMINE IF THE LOCATION OF THE EASEMENT DESCRIBED IN 487 O.R. 441 WAS AS SHOWN ON THE SUBDIVISION MAP, MC2 D6 P8, M.C.R. CONVERSATIONS WITH LARRY BADGLEY, LEAD LAND TECHNICIAN WITH PG&E, INDICATED THE POWER POLES WERE SET AS CLOSE TO THE CENTERLINE OF THE RIGHT OF WAY AS POSSIBLE. SURVEY OF THE POWER POLES SHOWED THE DEED DISTANCE BETWEEN POWER POLE 45 AND 46 WAS NEARLY THE SAME AS THE SURVEY DISTANCE, AND THE BEARING WAS 0° 08' 30" DIFFERENT. SURVEY OF THE LINE BETWEEN POWER POLE 45 AND 46 SHOWED THE SURVEY BEARING WAS 0° 08' 30" DIFFERENT THAN THE DEED BEARING. THE TIE POINT OF THE DEED WAS LOCATED BY SURVEY, AND THE DISTANCE AND BEARING WERE WITHIN 1.8 FEET AND 0° 02' 05" OF THE DEED BEARING AND DISTANCE. POINT "A" REFERRED TO IN THE DEED WAS SEARCHED FOR BUT NOT LOCATED.

THE EVIDENCE FOUND IN THIS SURVEY INDICATES THAT THE EXISTING POWER POLE LINE LOCATION ACCURATELY REPRESENTS THE CENTERLINE OF THE EASEMENT DESCRIBED IN 487 O.R. 441, AND THE POSITION OF THIS EASEMENT AS SHOWN IN MC2 D6 P8 IS INCORRECT.



FOUND 1/2" I. PIPE W/PLASTIC PLUG, TAGGED
LS 3348, NO RECORD, AT INTERSECTION OF
FENCE LINE. ACCEPTED AS INTERSECTION OF
FENCES PER DEED 487 O.R. 441.

LAWRENCE MARTIN COHN
ATTORNEY AT LAW
340 MAIN STREET
P. O. BOX 32
POINT ARENA, CA 95468

58268
RECORDED AT REQUEST OF
Lawrence Cohn
BOOK 960 PAGE 38
APR 19 9 21 AM '74
OFFICIAL RECORDS
MENDOCINO COUNTY, CALIF.
Clara Richardson
RECORDER

\$4.00

CORRECTION TO
AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
UNITS ONE, TWO, THREE, AND FOUR
- MENDOCINO COAST SUBDIVISION -

Whereas on October 1, 1971, MENDOCINO COAST PROPERTIES, a California Corporation, made and executed its Amended and Restated Declaration of Restrictions - Units One, Two, Three and Four - Mendocino Coast Subdivision - and caused the same to be recorded on November 16, 1971, in Book 868, Page 131, Official Records, Mendocino County, California; and

Whereas there was a clerical error in Paragraph 3-3.01-(c) of said Amended and Restated Declaration of Restrictions as so signed and so recorded; and

Whereas it was the intent of MENDOCINO COAST PROPERTIES, a California Corporation, to have said Paragraph 3-3.01-(c) read as further set forth herein,

Now therefore, it is declared by the undersigned that said Paragraph 3-3.01-(c) shall correctly read and be as follows and the former Paragraph 3-3.01-(c) be stricken in its entirety and the following supercede said former Paragraph 3-3.01-(c):

Paragraph 3-3.01-(c)

Only one single family dwelling shall be placed, constructed or maintained upon any Unit; provided, however, that this restriction shall not apply to Lot 28, Lot 39 also known and referred to as Parcel A as designated on that certain Record of Survey, filed December 7, 1965 in Map Case 2, drawer 4 of Maps, at Page 58, Recorder's Office, Mendocino County, California, and Lots 40 through 58 of Unit One; Lots 54 through 61 of Unit Two; Lot 19 and Lots 31 through

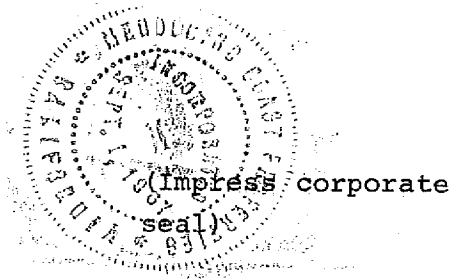
41 of Unit Three; or Lots 1 through 7 of Unit Four,
all as shown upon the original subdivision map, nor
to the parcels into which said lots may subsequently
have been converted by recorded Parcel Maps.

MENDOCINO COAST PROPERTIES,
A California Corporation

Dated: 3/16/74

By Gordon M. Moores

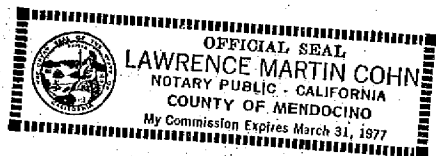
(Office) Vice President



CORPORATION

STATE OF CALIFORNIA
COUNTY OF MENDOCINO

ON APRIL 18, 19 74,
before me, the undersigned, a Notary Public in and for said County and State,
personally appeared GORDON M. MOORES
known to me to be the Vice- President, and
Secretary of the Corporation that executed the within instrument, known to me
to be the persons who executed the within instrument, on behalf of the Corpora-
tion herein named, and acknowledged to me that such Corporation executed the
within instrument pursuant to its by-laws or a resolution of its board of directors.



Notary's Signature Lawrence Martin Cohn

Type or Print Notary's Name LAWRENCE MARTIN COHN

(Attach notarial acknowledgment)

Mendocino County

AFTER RECORDING, RETURN TO:
BROBECK PHLEGER & HARRISON,
111 Sutter Street,
San Francisco, California 94104.

Attn: Bailey Lang

14526
RECORDED AT REQUEST OF
Brobeck, Phleger & Harrison
BOOK 868 PAGE 131
Nov 16 10 49 AM '71

OFFICIAL RECORDS
MENDOCINO COUNTY, CALIF.

Clara Richardson
RECORDER

\$18.00

AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS

Units One, Two, Three and Four
- Mendocino Coast Subdivision -

This Declaration is made this 1st day of October,
1971 by MENDOCINO COAST PROPERTIES, a California corporation
(hereinafter "Grantor").

Grantor declares:

1. Recitals. This Declaration is made upon
the basis of the following facts and intentions of Grantor:

1.01. Grantor is the successor in interest
to Wm. M. Moores and Gertrude J. Moores, husband and wife,
as grantor under

(a) Restrictions and Covenants with
respect to Unit One dated March 19, 1965 and recorded June
2, 1965 in Book 690 of Official Records, Mendocino County,
at page 508, affecting all that certain real property situ-
ated in the County of Mendocino, State of California, more
particularly described in Exhibit A, attached hereto and by
this reference incorporated herein.

(b) Restrictions and Covenants with
respect to Unit Two dated July 27, 1966 and recorded August
31, 1966 in Book 724 of Official Records, Mendocino County,
at page 4, affecting all that certain real property situated
in the County of Mendocino, State of California, more par-
ticularly described in Exhibit B, attached hereto and by this
reference incorporated herein.

(c) Restrictions and Covenants with

Mendocino County

respect to Unit Three dated January 12, 1967 and recorded March 16, 1967 in Book 736 of Official Records, Mendocino County, at page 135, affecting all that certain real property situated in the County of Mendocino, State of California, more particularly described in Exhibit C, attached hereto and by this reference incorporated herein.

1.02. Grantor has heretofore executed the Restrictions and Covenants dated June 17, 1969 and recorded in Book 794 of Official Records, Mendocino County, at page 237, affecting all that certain real property situated in the County of Mendocino, State of California, more particularly described in Exhibit D, attached hereto and by this reference incorporated herein.

1.03. The grantor under each of the Restrictions and Covenants above mentioned (herein collectively called the "Restrictions") reserved the right to change or cancel any or all of the Restrictions if in the judgment of grantor the development or lack of development of adjacent property makes that course necessary or advisable.

1.04. Grantor has determined that the development of property adjacent to the property affected by the Restrictions (herein called the "property") makes it advisable to amend the Restrictions as set forth herein.

1.05. The Restrictions are hereby amended and restated to read in their entirety as set forth herein, to be effective upon recordation of this Declaration in Mendocino County.

1.06. The property is and shall be held,

transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, easements, charges and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the property and are established and agreed upon for the purpose of enhancing and perfecting the value and desirability and attractiveness of the property and every part thereof. All of the said limitations, restrictions, easements, charges and covenants shall run with the land and be binding on all parties having or acquiring any right, title or interest in the real property or any part thereof and shall be for the benefit of each owner of any portion of the property or any interest therein and shall inure to the benefit of and be binding upon each successor in interest of the owner thereof.

1.07. Notwithstanding any other provision of this Declaration, nothing herein shall affect any act, omission, structure, use or other matter permissible under the Restrictions in force prior to the effective date hereof, if, in the case of such a structure, construction of such structure was commenced, or is hereafter commenced under a binding agreement made and entered into, prior to the date hereof, or if, in the case of any other such matter, the matter was completed prior to the date hereof.

2. Definitions. Unless the context otherwise specifies or requires, the terms defined in this paragraph 2 shall, for the purpose of this Declaration of Restrictions, have the following meanings:

2.01. "Committee" shall mean the Irish Beach Architectural Committee described in paragraph 4.01, as from time to time constituted.

2.02. "Unit" shall mean each lot or parcel of the property shown upon a Subdivision Map or Parcel Map on record as of the effective date of this Amended Declaration.

2.03. "Owner" shall mean each person shown by duly acknowledged instrument recorded in the office of the County Recorder, County of Mendocino, California to be the owner of a fee or undivided fee interest in a Unit. Grantor shall be deemed the owner of each Unit until such time as such Unit is sold or conveyed of record by Grantor.

3. Uses, Restrictions and Covenants.

3.01. The Units shall be for the exclusive use and benefit of the Owner thereof, subject, however, to all of the following limitations and restrictions:

(a) No Unit, except Lot 28 of Unit One, shall further be subdivided.

(b) Units shall be used exclusively for residential purposes.

(c) Only one single family dwelling shall be placed, constructed or maintained upon any Unit; provided, however, that this restriction shall not apply to Lot 28 and Lots 40 through 58 of Unit One; Lots 54 through 61 of Unit Two; Lot 19 and Lots 31 through 41 of Unit Three; or Lots 1 through 7 of Unit Four, all as shown upon the original subdivision map, nor to the parcels into which said lots may subsequently have been converted by recorded Parcel Maps.

Mendocino County

(d) Units and all appurtenances thereto shall be maintained by the Owner thereof in good condition and repair, and in such manner as not to create any hazard to other Units or Owners or their licensees and invitees, all at such Owner's sole cost and expense. All structures, fences and trees shall be located and maintained in a manner which causes no unreasonable obstruction of the view from any Unit.

(e) No noxious or offensive activity shall be carried on, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their property, or in their enjoyment of any common area.

(f) No signs whatsoever, including, without limitation, commercial, political and similar signs, visible from neighboring property shall be erected or maintained upon any Unit except such signs as may be required by legal proceedings or the prohibition of which is precluded by law; provided, that signs designating the Unit and/or identifying the Owner thereof, and signs indicating that the Unit is for sale, lease or rent shall be permitted upon the following conditions:

(1) Only one sign shall be permitted on any Unit at any time;

(2) All signs shall be located within three feet of the front property line of the Unit;

(3) Signs shall be 24 inches by 10 inches and will be lettered freehand in white on a shamrock green background.

(g) All receptacles for rubbish, garbage or other waste and all propane gas tanks shall be concealed from the view of persons using roadways in or adjacent to the property. No exterior laundry lines shall be permitted on any Unit and no Owner may dry laundry at any time outside of his residence or in or upon any deck or other portion of his residence which is not fully enclosed.

(h) No single family dwelling shall be constructed which contains less than 800 square feet of interior ground floor space, exclusive of any portion used for garage or porch purposes unless the Committee finds that topographic, aesthetic or traffic problems require a lesser number of square feet on the ground floor; but this exception shall be available only if the total floor space of the dwelling shall exceed 1200 square feet. No multiple family dwelling permitted hereunder shall be constructed which contains less than 1400 square feet of interior ground floor space, exclusive of any portion used for garage or porch purposes.

(i) Garages and other outbuildings on any Unit shall be similar in construction and architectural type to the dwelling thereon.

(j) All structures shall be at least 20 feet from any street line and at least six feet from any rear line or side line. The term "rear line" shall mean a boundary line which is not a street line and does not extend to any street line, and the term "side line" shall mean a boundary line which is not a street line but which does extend to a street line. In addition to the foregoing, no

dwelling hereafter constructed shall be closer to another dwelling than the sum of twelve feet plus one foot for each foot of the height of the dwelling to be constructed; provided, that the Committee may waive this additional requirement if it finds a proposed alternative to be more pleasing aesthetically.

(k) No structure shall exceed 16 feet in height above ground level on Units One and Two, and 20 feet on the remainder of the property, except on Units available for multiple family dwellings under subparagraph (c), above. Chimneys shall be excluded from the calculation of the height of a structure but television antennas shall be included. Television antennas must be self-supporting, without guy wires, and shall not extend more than 18 inches from the structure in any direction. The restrictions of this subparagraph may be waived by the Committee if it is established to its satisfaction that views from neighboring sites will not be impaired and that the appearance of the Unit will not be aesthetically displeasing.

(l) No trailer, basement, tent, garage, other outbuilding structure or any temporary structure shall at any time be used as a residence, temporarily or permanently. No house trailer shall be stored or parked on any Unit unless suitably garaged in a structure which conforms to these restrictions.

(m) No excavation for stone, gravel, or earth shall be made on any Unit, except for walls, basements, or cellars of dwellings or for necessary excavation and grading of a lot for building purposes on said lot.

Mendocino County

(n) Except on Units available for multiple family dwellings under subparagraph (c), above, all fences shall be constructed of wood or stone, and no fence shall exceed five feet in height above ground level. The plans for any fence shall be submitted to the Committee for approval in accordance with Section 3.03. Screening for off-street parking may be accomplished by fencing and the Committee may, in its discretion, waive the height limitation for fences to be used for such screening. The existing highway redwood fence shall not be disturbed; provided, that if a Unit faces the highway, the Owner may, to the extent necessary for access to the highway, create a gateway up to 20 feet in width with the prior approval of the Committee.

(o) Except for dogs, cats and caged birds, no animals, birds, or other fowl shall be housed, kept or maintained on any Unit. In no event shall more than two dogs, two cats, or two birds be kept, housed or maintained upon any Unit. No dogs shall be allowed to run at large without supervision.

(p) Upon the construction of any building upon any Unit, the Owner shall cause the land owned by him between said building and the street line to be suitably planted and maintained except for those areas used for walks or driveways. All disturbed ground shall be reseeded and leveled to natural slope within six months of any disturbance. No hedge shall be allowed to exceed six feet in height. No trees shall be allowed to exceed 25 feet in height on Unit One, or 35 feet on the remainder of the property, and all trees shall be of redwood, pine or similar

coniferous species. The Committee, in its discretion, may allow deviations where the greater height will not be aesthetically displeasing and will not impair the views of other Owners.

(q) Off-street parking for at least two cars shall be included in each Unit and shall be screened from view.

(r) Opaque exterior paints shall not be permitted unless the Committee finds that use of such paints will not be aesthetically displeasing in a particular case.

(s) All structures shall have shake or shingle roofs unless an Owner establishes to the satisfaction of the Committee that an alternative is more pleasing aesthetically.

(t) Windows in all structures shall be fixed glass to the extent permitted by law. All aluminum window and sliding door frames will be color anodized or painted black with a primer base of zinc chromate.

(u) Firearms shall not be carried within the boundaries of the Mendocino Coast Subdivision except as necessary for transporting the same to or from a dwelling and, in such cases, the firearms shall not be loaded. No firearms shall be stored or left outside a dwelling. Discharge of firearms within the Subdivision is prohibited.

3.02. Units available for multiple family dwellings under subparagraph (c), above, may be used for duplex structures. They may be used for larger structures

only if the Committee finds that such use will be compatible with the overall pattern and needs of the community. The exception of such Units from the height limit on building (subparagraph (k)) and the fence limitation (subparagraph (n)) extends only so far as, in the Committee's judgment, is appropriate to accommodate a larger structure.

3.03.

(a) Any work of improvement, including access roads and the construction, reconstruction, refinishing, alteration or remodeling of any part of the exterior of any Unit is absolutely prohibited without the approval of the Committee. The Committee may remove any work done, constructed, reconstructed, refinished, altered, remodeled or maintained in violation of this subparagraph and the Owner thereof shall reimburse the Committee for all expenses incurred in connection therewith. Requests for approval of proposed work shall be submitted to the Committee together with such plans, drawings, schedules and other information as shall be requested by the Committee. In any case, such requests shall include an access road and site location map, a topographical map and specification of exterior materials, including natural stain brand names and colors. The plans shall specify the location of waste receptacles and shall demonstrate compliance with the terms hereof. All such information shall be considered complete as originally submitted and any deviations therefrom shall also require approval. The Committee shall approve the proposed work if the Committee finds that the proposed work would be compatible with the standards set forth herein and the purposes hereof as to quality of workmanship and materials and harmony with other

Units. All approvals shall be in writing and any request for approval which has not been granted within 45 days from the date of submission thereof to the Committee shall be deemed rejected.

(b) Upon receipt of approval from the Committee pursuant to subparagraph (a), the Owner shall, as soon as practicable, satisfy any conditions thereof and diligently proceed with the commencement and completion of the work of construction, reconstruction, alteration, refinishing or remodeling pursuant to said approval. Such work shall in any event commence within six months from the date of such approval and the exterior of any structure and all parts of the construction visible from off-site shall be completed within six months from the date of commencement. If the Owner shall fail to comply with this subparagraph, any approval pursuant to subparagraph (a) shall be deemed revoked unless the Committee, upon written request of the Owner made prior to the expiration of the periods set forth above, extends such periods. The periods set forth herein shall be extended for a period equal to any period in which Owner is prevented from commencing or completing such work by causes beyond the control of Owner, his agents and contractors, such as strikes, fires, or acts of God.

(c) If the Committee determines, within 60 days from notification by an Owner of the completion of such work, that the work was not done in substantial compliance with the approval theretofore given, it shall notify the Owner of such noncompliance, specifying the failure to comply. If the Owner fails to remedy such noncompliance

within 60 days from such notification, the Committee may, but shall not be required to, either remove the work or remedy the noncompliance, and the Owner shall reimburse the Committee for all expenses incurred in connection therewith.

4. Irish Beach Architectural Committee.

4.01. The Irish Beach Architectural Committee shall consist of three members. The Committee shall be deemed a continuation of the Property Owners Supervision Committee existing under the Restrictions in effect prior to this Declaration, and the members of such former committee shall be the initial members of the Committee established hereunder. The Committee shall act by written instrument executed by any two of its members.

4.02. Until 75% of the Units have been sold or conveyed of record to persons other than Grantor or its predecessors in interest hereunder, Grantor shall have the sole right to select the members of the Committee and may remove any member and appoint replacement members at any time without cause. After 75% of the Units have been sold or conveyed, the Owners of 60% of the Units may remove any member of the Committee by one instrument or identical concurrent instruments delivered to Grantor and the Committee. Said instrument shall specify the member to be removed and shall name a replacement member. Notwithstanding the foregoing, Grantor shall always have the right to appoint members to fill a vacancy caused by death, incapacity or resignation and Grantor retains the right to designate one member of the Committee at all times during the term of this Declaration.

5. Enforcement. Grantor, its successors and assigns, the Committee, and any Owner shall have the power and authority from time to time to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration of Restrictions and to enforce, by mandatory injunction or otherwise, all of the provisions of this Declaration of Restrictions.

6. Subordination. Notwithstanding any other provisions hereof:

(a) This Declaration shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded mortgage or deed of trust hereafter given upon a Unit made in good faith and for value, provided that after the foreclosure of any such mortgage or deed of trust, any purchaser and his successors and assigns shall hold the Unit subject to all of the provisions of this Declaration.

(b) No amendment to this paragraph shall affect the rights of the holder of any such mortgage or deed of trust recorded prior to recordation of such amendment who does not join in the execution thereof.

7. Miscellaneous.

7.01. Every act or omission whereby any limitation, restriction, easement, charge or covenant of these Restrictions is violated in whole or in part is hereby declared to be and to constitute a nuisance and may be enjoined or abated, whether the relief sought is for negative or affirmative action.

7.02. Each remedy provided for in these Restrictions is cumulative and not exclusive.

7.03. The failure to enforce the provisions of any limitation, restriction, easement, charge or covenant of these Restrictions shall not constitute a waiver of any right to enforce any such provision or any other provision of these Restrictions and no waiver shall in any way affect any such provision as to any other person or circumstance or any other provision of these Restrictions.

7.04.

(a) The limitations, restrictions, easements, charges and covenants of these Restrictions shall be deemed independent and severable, and the invalidity of any provision or portion thereof of any of such limitations, restrictions, easements, charges and covenants shall not affect the validity or enforceability of any other provision.

(b) The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

7.05. No Owner may avoid the burdens or obligations imposed on him by these Restrictions by virtue of his being an Owner by abandonment of his Unit, nor may he divest himself of any such burden or obligation by attempting to assign responsibility therefor to a tenant, manager or any third person.

8. Amendment. Any of the limitations, restrictions, easements, covenants or conditions contained herein may be amended or repealed as follows:

(a) The Grantor reserves the right to

amend this Declaration of Restrictions so as to incorporate other lands in the vicinity, with such variances affecting Units on such additional lands as Grantor shall deem appropriate. Upon such incorporation the Owners of Units on such additional lands shall have all of the rights and be subject to all of the duties of Owners of Units of the property presently subject hereto.

(b) Any other amendment or repeal of this Declaration of Restrictions may be effective only upon the written consent of owners of three-quarters of the Units.

(c) Any amendment or repeal of this Declaration of Restrictions shall be effective only upon the recordation in the Office of the Recorder of Mendocino County of a certificate setting forth in full the amendment or amendments to this Declaration of Restrictions so approved, including any portion or portions thereof repealed, executed by the Grantor or by Owners of three-quarters of the Units, as the case may be.

9. Duration. All of the limitations, restrictions, easements, charges and covenants of this Declaration of Restrictions and any amendments thereto shall continue and remain in full force and effect at all times with respect to said Units, subject to the right, however, to amend and terminate as provided above, until December 31, 2020, provided, however, that unless within one year prior to December 31, 2020, there shall be recorded an instrument directing the termination of this Declaration of Restrictions executed by Owners of 50% of the Units, the Declaration of Restrictions shall automatically be continued

Mendocino County

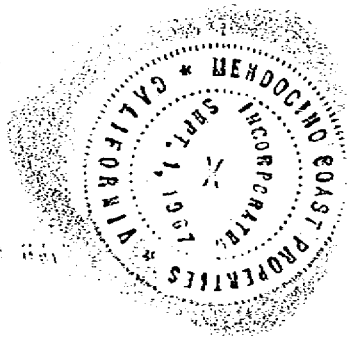
without further notice, for an additional period of ten years and thereafter for successive periods of ten years unless within one year prior to the expiration of any such period the Declaration of Restrictions is terminated as set forth above.

10. Private Roads. No road designated on the subdivision map as a private road for which a variance is given will be included in the County Road System until developed to County standards.

IN WITNESS WHEREOF, the Grantor has executed this Declaration of Restrictions the day and year first above written at San Francisco, California.

MENDOCINO COAST PROPERTIES,
a corporation

By Gertrude J. Moores
Gertrude J. Moores,
President.



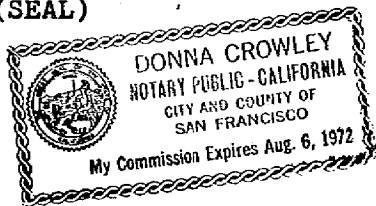
Mendocino County

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On this 19th day of October, 1971, before me, a notary public in and for said county and state, personally appeared GERTRUDE J. MOORES, known to me to be the President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

Donna Crowley
Notary Public

(SEAL)



Mendocino County

DESCRIPTION

All that certain real property situated, lying and being in the County of Mendocino, State of California, more particularly described as follows, to wit:

Beginning at a 3/4 inch pipe from which the 1/4 corner between section 31, Township 14 North, Range 16 West, and Section 6, Township 13 North, Range 16 West, Mount Diablo Meridian, bears South 70° 51' 20" East, 4,011.66 feet; thence South 89° 55' 00" East, 380.13 feet to the westerly right-of-way line of California State Highway 1; thence South 01° 08' 12" West along said right-of-way line 193.08 feet; thence South 04° 12' 12" East, 937.09 feet; thence North 85° 57' 30" East, 32.70 feet; thence South 04° 04' 13" East, 697.60 feet; thence along the arc of a curve to the right, with a radius of 4980.00 feet, a central angle of 02° 09' 16", and a length of 187.26 feet; thence along the arc of a curve to the right, with a radius of 740.00 feet, a central angle of 18° 05' 26", and a length of 233.65 feet; thence along the arc of a curve to the left, with a radius of 620.00 feet, a central angle of 20° 35' 29", and a length of 22.82 feet; thence South 04° 25' 00" East, 270.61 feet; thence along the arc of a curve to the right, with a radius of 980.00 feet, a central angle of 01° 01' 00", and a length of 17.39 feet; thence South 03° 24' 00" East, 270.61 feet; thence along the arc of a curve to the left, with a radius of 820.00 feet, a central angle of 04° 17' 50", and a length of 61.50 feet; thence along the arc of a curve to the left, with a radius of 175.00 feet, a central angle of 67° 18' 10", and a length of 205.57 feet; thence South 75° 00' 00" East, 60.00 feet; thence along the arc of a curve to the left, with a radius of 330.28 feet, a central angle of 19° 48' 31", and a length of 114.19 feet; thence South 01° 56' 46" East, 13.47 feet; thence along the arc of a curve to the left, with a radius of 430.00 feet, a central angle of 16° 56' 32", and a length of 127.15 feet; thence South 18° 53' 18" East, 10.00 feet; thence North 71° 06' 42" East, 101.98 feet; thence South 89° 22' 42" East 106.62 feet; thence South 13° 39' 43" East, 175.42 feet to the center of Irish Gulch; thence downstream along the center of Irish Gulch to the high water mark of the Pacific Ocean; then northerly along the high water mark of the Pacific Ocean to a point that bears North 89° 55' 00" West, 510 feet, more or less from the point of beginning; thence South 89° 55' 00" East, 510 feet more or less to the point of beginning.

This is a perimeter description of Map of Unit One, Mendocino Coast Subdivision, recorded June 1, 1965, in Map Case 2, Drawer 4, Page 23, Serial No. 31630, Mendocino County Records.

EXHIBIT "A"

Mendocino County

DESCRIPTION

All that certain real property situated, lying and being in the County of Mendocino, State of California, more particularly described as follows, to-wit:

BEGINNING at a 1/2 inch pipe from which the North quarter corner to Section 6, Township 13 North, Range 16 West, Mount Diablo Meridian bears South 89° 15' 32" East, 2,513.11 feet; thence South 05° 53' 46" East, 394.18 feet; thence South 72° 35' 41" West, 363.66 feet; thence South 17° 39' 40" East, 795.42 feet; thence North 70° 09' 52" East, 1,073.93 feet; thence on a curve to the right with a radius of 530.00 feet, a central angle of 09° 43' 54" and an arc length of 90.02 feet; thence North 79° 53' 46" East, 200.00 feet; thence on a curve to the right with a radius of 398.25 feet, a central angle of 13° 29' 23" and an arc length of 93.76 feet; thence on a curve to the left with a radius of 338.25 feet, a central angle of 11° 23' 09" and an arc length of 67.22 feet; thence North 82° 00' 00" East, 240.00 feet; thence on a curve to the left with a radius of 770.00 feet, a central angle of 05° 00' 00" and an arc length of 67.20 feet; thence North 77° 00' 00" East, 245.00 feet; thence on a curve to the right with a radius of 90.00 feet, a central angle of 89° 47' 46" and an arc length of 141.05 feet; thence on a curve to the left with a radius of 10.00 feet a central angle of 70° 20' 50" and an arc length of 12.28 feet; thence South 83° 33' 04" East, 291.45 feet; thence on a curve to the left with a radius of 75.00 feet, a central angle of 25° 25' 04" and an arc length of 33.27 feet; thence North 71° 01' 52" East, 153.30 feet; thence South 00° 12' 00" East, 230.00 feet; thence North 89° 48' 00" West, 280.00 feet; thence North 79° 00' 00" West, 183.99 feet; thence North 64° 17' 38" West, 59.10 feet; thence North 06° 30' 00" West, 134.53 feet; thence on a curve to the left with a radius of 34.98 feet, a central angle of 96° 30' 00" and an arc length of 58.92 feet; thence South 77° 00' 00" West 244.44 feet; thence on a curve to the right with a radius of 830.00 feet, a central angle of 05° 00' 00" and an arc length of 72.43 feet; thence South 82° 00' 00" West, 240.00 feet; thence along a curve to the right with a radius of 398.25 feet, a central angle of 11° 23' 09" and an arc length of 79.14 feet; thence along a curve to the left with a radius of 338.25 feet, a central angle of 13° 29' 23" and an arc length of 79.64 feet; thence South 79° 53' 46" West, 200.00 feet; thence along a curve to the left with a radius of 470.00 a central angle of 09° 43' 54" and an arc length of 79.83 feet; thence South 70° 09' 52" West, 160.13 feet; thence South 05° 00' 00" East, 160.18 feet; thence South 56° 44' 13" West, 95.89 feet; thence South 49° 37' 13" West, 119.60 feet; thence South 42° 27' 48" West, 83.20 feet; thence South 59° 36' 30" West, 407.74 feet; thence South 46° 49' 49" West, 245.67 feet; thence South 24° 06' 21" West, 86.69 feet; thence South 88° 18' 52" West, 297.46 feet; thence South 49° 41' 43" West, 109.54 feet; thence along a curve to the right with a radius of 360.00 feet, a central angle of 16° 56' 32" and an arc length of 106.45 feet; thence South 01° 56' 46" East, 16.47 feet; thence along a curve to the right with a radius of 290.28 feet, a central angle of 20° 12' 13" and an arc length of 102.36 feet; thence North 75° 00' 00" West, 50.00 feet; thence along a curve to the right with a radius of 135.00 feet; a central angle of 67° 18' 10" and an arc length of 158.58 feet; thence along a curve to the right with a radius of 780.00 feet, a central angle of 04° 17' 50" and an arc length of 58.50 feet; thence North 03° 24' 00" West, 270.61 feet; thence on a curve to the left with a radius of 1,020.00 feet, a central angle of 01° 01' 00" and an arc length of 18.10 feet; thence North 04° 25' 00" West, 270.61 feet; thence on a curve to the right with a radius of 580.00 feet, a central angle of 20° 35' 29", and an arc length of 208.45 feet; thence on a curve to the left with a radius of 780.00 feet, a central angle of 18° 05' 26" and an arc length of 246.28 feet; thence on a curve to the left with a radius of 5,020.00 feet, a central angle of 02° 09' 16" and an arc length of 188.76 feet; thence North 04° 04' 13" West, 312.85 feet; thence North 73° 04' 51" East, 765.14 feet to the point of beginning and containing 37.0 acres, more or less.

EXHIBIT "B"

Mendocino County

BOUNDARY DESCRIPTION OF UNIT THREE,
MENDOCINO COAST SUBDIVISION

All that real property situated in Mendocino County, State of California, more particularly described as follows:

Beginning at a 1/2 inch pipe set to mark the southwest corner of Unit Three, Mendocino Coast Subdivision, from which the north quarter corner of Section 6, T13N R16W, MDM bears S 80° 12' 54" E, 1,609.52 feet; thence N 88° 51' 50" W, 1168.55 feet to a 1/2 inch pipe; thence N 19° 37' 49" W, 245.21 feet to a 1/2 inch pipe; thence S 79° 04' 33" W, 433.79 feet to a 1/2 inch pipe set in the easterly right of way line of State Highway One; thence along the said right of way the following courses:
N 04° 02' 30" W, 259.22 feet to a 1/2 inch pipe; N 00° 57' 35" E, 543.60 feet to a 1/2 inch pipe; N 09° 47' 37" E, 68.28 feet to a 1/2 inch pipe; thence leaving the said right of way S 89° 55' 00" E, 1,670.55 feet to a 3/4 inch pipe; thence S 00° 12' 00" E, 1,038.88 feet to the point of beginning, and containing 37.56 acres, more or less.

Subject to a 14 foot wide road easement on Lot 31, as recorded in Book 688, Page 667, M.C.R.

EXHIBIT "C"

Mendocino County

DESCRIPTION

All that real property situated in Mendocino County, State of California, more particularly described as follows:

Lots 1 through 86 as numbered and designated upon the map of Unit No. Four, Mendocino Coast Subdivision, recorded May 15, 1968 in Map Case 2, Drawer 11, page 26 Mendocino County Records.

EXHIBIT "D"

47828

RESTRICTIONS AND COVENANTS

UNIT TWO - MENDOCINO COAST

SUBDIVISION

WE, WM. M. MOORES and GERTRUDE J. MOORES, husband and wife, fee owners of the following described real property; described in Exhibit "A" annexed hereto and known as Unit Two - Mendocino Coast Subdivision, hereby make the following declarations as to limitations, restrictions and uses to which the lots and /or tracts constituting said Subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said additions, this declaration of restrictions being designated for the purpose of keeping said additional desirable, uniform and suitable in architectural design and use as herein specified:

1. No building nor structure which shall be used for any purpose except that of a dwelling house, or appurtenances thereto, shall be erected or placed on any lot in the above described subdivision. All lots where multiple dwellings are permitted, multiple dwelling houses may be erected.

2. No more than one single family residence shall be placed or constructed upon any lot in the above described subdivision except where multiple dwellings are specifically authorized herein.

3. There shall not be erected or placed on any lot any residence which shall have a ground floor space of less than 800 square feet, exclusive of any portion thereof used for a garage or for an outside porch. No multiple dwelling may be erected which is less than 1400 feet exclusive of porch and garage.

4. No building nor other structure shall be erected nor the erection thereof begun on any lot in the subdivision until the plans and specifications thereof shall have been first presented to and approved in writing by the seller (subdivider) or by the property owners committee hereinafter referred to, as to outward appearances and design.

1.

Smalley W. O'Brien, Atty - PO Box 725, Ukiah

5. A garage or other outbuilding on any lot in the subdivision shall be of a construction and architectural type similar to the residence thereon.

6. No structure shall be placed or maintained on any lot in the subdivision which extends closer than twenty feet (20) to any street line, nor shall any building be placed on any lot so that any portion thereof extends closer than six (6) feet to any side line, or rear line of said lot in the subdivision. A rear line shall be understood to mean a boundary line, which is not a street line and does not extend to a street line.

7. No structure or building shall be erected or maintained in the subdivision of more than sixteen (16) feet in height above the ground level, except chimneys, except on Lots 161 through 169.

8. No excavation for stone, gravel or earth shall be made thereon, except for walls, basements, or cellars of dwellings or for necessary excavation and grade of a lot for building purposes on said lot.

9. No trailer, basement, tent, garage or other outbuilding structure erected or placed in the subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any temporary structure be used as a residence.

10. No fence shall be constructed or maintained on any lot of material other than wood or stone, or of more than five (5) feet in height above ground level. The existing highway redwood fence shall not be disturbed except for necessary access to the highway not to exceed twenty (20) feet per lot, when the lot faces the highway.

11. No animals, birds, or other fowl shall be housed, kept, or maintained on any lot in the subdivision except dogs, cats, or caged birds, and in no case shall more than two dogs, two cats, or two birds be kept, housed or maintained upon any one lot in said subdivision. No dogs shall be allowed to run at large without supervision.

12. When any building shall be constructed upon any lot, the

owner shall cause that portion of land owned by him between said building and the street line to be suitable planted and maintained except for those areas used for walks or driveways. No hedge shall be allowed to exceed six (6) feet in height. No trees shall be more than thirty-five (35) feet in height and shall be of redwood, pine, or similiar coniferous species.

13. All structures, fences, and trees shall be so located and so maintained as to cause no unreasonably obstructions of the view from other lots within the subdivision.

14. No billboards, sign boards (except suitable signs to identify residence or except for sale of site, lot or subdivision) or unsightly objects of any kind shall be maintained upon any lot in the subdivision.

15. These restrictions concerning height of fences, or limit to single family dwelling, shall not apply to Lots 109 through 130 and Lots 151 through 169 which lots may be used for development of duplex and triplex structures but otherwise shall be constructed and maintained in a manner consistent with the restrictive covenants above set forth.

16. It shall be lawful not only for the said grantor, his successors and assigns, but also for the owner or owners of any lot or lots adjoining or in the neighborhood of the premises hereby granted, who have derived or who shall derive title from or through the party of the first part, to institute and prosecute any proceedings, at law or in equity, against the persons or person violating or threatening to violate this covenant.

17. The grantor reserves the right to change or cancel any or all of these restrictions, if in his judgment the development or lack of development of adjacent property makes that course necessary or advisable.

18. Each and all of said covenants, restrictions and agreements shall be deemed and construed to be continuing and the extinguishment of any right of re-entry or reversion for any breach shall not impair

or affect any or said covenants, or restrictions, so far as any future or other breach is concerned. It is understood and agreed by and between said seller and said buyer and successors that no waiver of a breach of any of the covenants, agreements, restrictions, and conditions, nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

19. It is expressly agreed that in the event any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction.

20. The above restrictions shall be and continue in force for a period of twenty (20) years from the date hereof.

21. A Property Owners Supervision Committee consisting of three (3) members has been created by the undersigned, and the undersigned may fill vacancies in the committee and remove members thereof at its pleasure; provided, however, that when seventy-five per cent (75%) of the lots in said tract have been sold, (either deeded or sold under contract of sale), thereafter upon written designation by sixty per cent of those who are owners (either under contract of purchase or in fee) of lots in said tract, or some person or persons whom such owners desire to have made member or members of said Committee, the undersigned will appoint such person or persons on the Committee, and if necessary, will remove from said Committee existing members thereof in order to create vacancies for the new appointments; provided further, however, that one person designated by the undersigned shall always remain a member of said Committee if the undersigned so desires. The functions of said Committee shall, be, in addition to the functions elsewhere in this Declaration set forth, to pass upon, approve or reject any plans or specifications for structures to be erected on lots in said tract, so that all structures shall conform to the restrictions and general plan of the undersigned, and the Committee, for the improvement and development of the whole tract. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive

MENDOCINO COUNTY
OFFICIAL RECORDS

any restrictions set forth in this Declaration except as herein specifically provided. The committee may act by any two of its members, and any authorization, approval or power made by the Committee must be in writing signed by at least two members thereof.

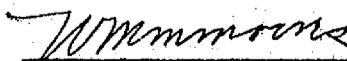
22. All purchasers of property shown on said maps shall, by acceptance of contracts or deeds for any lot or lots shown thereon, or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements as set forth by this Declaration.

23. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages and /or deeds of trust now or hereafter executed covering real property shown on said map and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security of affect the validity of any such mortgage or deed of trust; but it is distinctly understood and agreed that if any portion of said property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sale, his or its successors or assigns, shall hold any and all property so purchased subject to all of the restrictions, covenants, conditions, agreements, and other provisions of this Declaration.

24. No road designated on the subdivision map as a private road for which a variance is given will be included in the County Road System until developed to County standards.

25. On lots 109 through 130 and lots 151 through 169, two and three unit dwellings may be erected providing the plans thereof are first approved by the archetectural committee.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this instrument this 27 day of July, 1966.


WM. M. MOORES

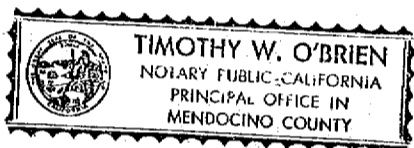

GERTRUDE J. MOORES

MENDOCINO COUNTY
OFFICIAL RECORDS

STATE OF CALIFORNIA)
) ss
COUNTY OF MENDOCINO)

On this 27th day of July, 1966, before me, the undersigned,
a Notary Public in and for the County of Mendocino, State of California,
personally appeared Wm. M. Moores and Gertrude J. Moores, known to me
to be the persons who executed the within instrument, and acknowledged
to me that they executed the same.

WITNESS My hand and official seal.



Timothy W. O'Brien
Notary Public in and for said
County and State

My commission expires: March 31, 1970

MENDOCINO COUNTY
OFFICIAL RECORDS

DESCRIPTION

All that certain real property situate, lying and being in the County of Mendocino, State of California, more particularly described as follows, to-wit:

BEGINNING at a 1/2 inch pipe from which the North quarter corner to Section 6, Township 13 North, Range 16 West, Mount Diablo Meridian bears South 89° 15' 32" East, 2,513.11 feet; thence South 05° 53' 46" East, 394.18 feet; thence South 72° 35' 41" West, 363.66 feet; thence South 17° 39' 40" East, 795.42 feet; thence North 70° 09' 52" East, 1,073.93 feet; thence on a curve to the right with a radius of 530.00 feet, a central angle of 09° 43' 54" and an arc length of 90.02 feet; thence North 79° 53' 46" East, 200.00 feet; thence on a curve to the right with a radius of 398.25 feet, a central angle of 13° 29' 23" and an arc length of 93.76 feet; thence on a curve to the left with a radius of 338.25 feet, a central angle of 11° 23' 09" and an arc length of 67.22 feet; thence North 82° 00' 00" East, 240.00 feet; thence on a curve to the left with a radius of 770.00 feet, a central angle of 05° 00' 00" and an arc length of 67.20 feet; thence North 77° 00' 00" East, 245.00 feet; thence on a curve to the right with a radius of 90.00 feet, a central angle of 89° 47' 46" and an arc length of 141.05 feet; thence on a curve to the left with a radius of 10.00 feet a central angle of 70° 20' 50" and an arc length of 12.28 feet; thence South 83° 33' 04" East, 291.45 feet; thence on a curve to the left with a radius of 75.00 feet, a central angle of 25° 25' 04" and an arc length of 33.27 feet; thence North 71° 01' 52" East, 153.30 feet; thence South 00° 12' 00" East, 230.00 feet; thence North 89° 48' 00" West, 280.00 feet; thence North 79° 00' 00" West, 183.99 feet; thence North 64° 17' 38" West, 59.10 feet; thence North 06° 30' 00" West, 134.53 feet; thence on a curve to the left with a radius of 34.98 feet, a central angle of 96° 30' 00" and an arc length of 58.92 feet; thence South 77° 00' 00" West, 244.44 feet; thence on a curve to the right with a radius of 830.00 feet, a central angle of 05° 00' 00" and an arc length of 72.43 feet; thence South 82° 00' 00" West, 240.00 feet; thence along a curve to the right with a radius of 398.25 feet, a central angle of 11° 23' 09" and an arc length of 79.14 feet; thence along a curve to the left with a radius of 338.25 feet, a central angle of 13° 29' 23" and an arc length of 79.64 feet; thence South 79° 53' 46" West, 200.00 feet; thence along a curve to the left with a radius of 470.00 a central angle of 09° 43' 54" and an arc length of 79.83 feet; thence South 70° 09' 52" West, 160.13 feet; thence South 05° 00' 00" East, 160.18 feet; thence South 56° 44' 13" West, 95.89 feet; thence South 49° 37' 13" West, 119.60 feet; thence South 42° 27' 48" West, 83.20 feet; thence South 59° 36' 30" West, 407.74 feet; thence South 46° 49' 49" West, 245.67 feet; thence South 24° 06' 21" West, 86.69 feet; thence South 88° 18' 52" West, 297.46 feet; thence South 49° 41' 43" West, 109.54 feet; thence along a curve to the right with a radius of 360.00 feet, a central angle of 16° 56' 32" and an arc length of 106.45 feet; thence South 01° 56' 46" East, 16.47 feet; thence along a curve to the right with a radius of 290.28 feet, a central angle of 20° 12' 13" and an arc length of 102.36 feet; thence North 75° 00' 00" West, 60.00 feet; thence along a curve to the right with a radius of 135.00 feet, a central angle of 67° 18' 10" and an arc length of 158.58 feet; thence along a curve to the right with a radius of 780.00 feet, a central angle of 04° 17' 50" and an arc length of 58.50 feet; thence North 03° 24' 00" West, 270.61 feet; thence on a curve to the left with a radius of 1,020.00 feet, a central angle of 01° 01' 00" and an arc length of 18.10 feet; thence North 04° 25' 00" West, 270.61 feet; thence on a curve to the right with a radius of 580.00 feet, a central angle of 20° 35' 29", and an arc length of 208.45 feet; thence on a curve to the left with a radius of 780.00 feet, a central angle of 18° 05' 26" and an arc length of 246.28 feet; thence on a curve to the left with a radius of 5,020.00 feet, a central angle of 02° 09' 16" and an arc length of 188.76 feet; thence North 04° 04' 13" West, 312.85 feet; thence North 73° 04' 51" East, 765.14 feet to the point of beginning, and containing 37.0 acres, more or less.

A.P. Nos. 25-15-10
25-15-14
25-23-9
25-23-8
25-23-10
25-23-11

47828 RECORDED AT REQUEST OF

Timothy O'Brien

1966 JUL 27 PM 3:13

BOOK 721 PAGE 437

OFFICIAL RECORDS
MENDOCINO COUNTY, CALIF.
VIOLA RICHARDSON
RECORDER

fee \$6.80

*By: B. Mattern,
Deputy*

EXHIBIT "A"

BOOK 721 PAGE 443

MENDOCINO COUNTY
OFFICIAL RECORDS

49083

RECORDED AT REQUEST OF

Timothy W. O'Brien

1966 AUG 31 PM 4:19

BOOK 724 PAGE 4

OFFICIAL RECORDS
MENDOCINO COUNTY, CALIF.
VIOLA RICHARDSON
RECORDER

\$1.80

Bm, Deputy

*Timothy O'Brien
P.O. Box 725
 Ukiah, Calif.*

AMENDED
RESTRICTIONS AND COVENANTS
UNIT TWO - MENDOCINO COAST
SUBDIVISION

These Restrictions and Covenants for Unit Two, Mendocino Coast Subdivision are recorded for the purpose of amending those heretofore recorded on July 27, 1966, in Book 721 Official Records, County of Mendocino, Page 437, Recorders Serial No. 47828. The purpose of this amendment is to change paragraphs 15 and 25 by changing the lot numbers therein to conform to the Subdivision Map as finally approved for record.

WE, WM. M. MOORES and GERTRUDE J. MOORES, husband and wife, fee owners of the following described real property; described in Exhibit "A" annexed hereto and known as Unit Two - Mendocino Coast Subdivision, hereby make the following amended declarations as to limitations, restrictions and uses to which the lots and / or tracts constituting said Subdivision may be put, hereby specifying that said amended declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said additions, this amended declaration of restrictions being designated for the purpose of keeping said additional desirable, uniform and suitable in architectural design and use as herein specified:

1. No building nor structure which shall be used for any purpose except that of a dwelling house, or appurtenances thereto, shall be erected or placed on any lot in the above described subdivision. All lots where multiple dwellings are permitted, multiple dwelling houses may be erected.
2. No more than one single family residence shall be placed or constructed upon any lot in the above described subdivision except

MENDOCINO COUNTY
OFFICIAL RECORDS

where multiple dwellings are specifically authorized herein.

3. There shall not be erected or placed on any lot any residence which shall have a ground floor space of less than 800 square feet, exclusive of any portion thereof used for a garage or for an outside porch. No multiple dwelling may be erected which is less than 1400 feet exclusive of porch and garage.

4. No building nor other structure shall be erected nor the erection thereof begun on any lot in the subdivision until the plans and specifications thereof shall have been first presented to and approved in writing by the seller (subdivider) or by the property owners committee hereinafter referred to, as to outward appearances and design.

5. A garage or other outbuilding on any lot in the subdivision shall be of a construction and architectural type similar to the residence thereon.

6. No structure shall be placed or maintained on any lot in the subdivision which extends closer than twenty feet (20) to any street line, nor shall any building be placed on any lot so that any portion thereof extends closer than six (6) feet to any side line, or rear line of said lot in the subdivision. A rear line shall be understood to mean a boundary line, which is not a street line and does not extend to a street line.

7. No structure or building shall be erected or maintained in the subdivision of more than sixteen (16) feet in height above the ground level, except chimneys, except on Lot 54 to 61.

8. No excavation for stone, gravel or earth shall be made thereon, except for walls, basements, or cellars of dwellings or for necessary excavation and grade of a lot for building purposes of said lot.

9. No trailer, basement, tent, garage or other outbuilding structure erected or placed in the subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any temporary structure be used as a residence.

MENDOCINO COUNTY
OFFICIAL RECORDS

10. No fence shall be constructed or maintained on any lot of material other than wood or stone, or of more than five (5) feet in height above ground level. The existing highway redwood fence shall not be disturbed except for necessary access to the highway not to exceed twenty (20) feet per lot, when the lot faces the highway.

11. No animals, birds, or other fowl shall be housed, kept, or maintained on any lot in the subdivision except dogs, cats, or caged birds, and in no case shall more than two dogs, two cats, or two birds be kept, housed or maintained upon any one lot in said subdivision. No dogs shall be allowed to run at large without supervision.

12. When any building shall be constructed upon any lot, the owner shall cause that portion of land owned by him between said building and the street line to be suitable planted and maintained except for those areas used for walks or driveways. No hedge shall be allowed to exceed six (6) feet in height. No trees shall be more than thirty-five (35) feet in height and shall be of redwood, pine, or similar coniferous species.

13. All structures, fences, and trees shall be so located and so maintained as to cause no unreasonable obstructions of the view from other lots within the subdivision.

14. No billboards, sign boards (except suitable signs to identify residence or except for sale of site, lot or subdivision) or unsightly objects of any kind shall be maintained upon any lot in the subdivision.

15. These restrictions concerning height of fences, or limit to single family dwelling, shall not apply to Lots 54 through 61 which lots may be used for development of duplex and triplex structures but otherwise shall be constructed and maintained in a manner consistent with the restrictive covenants above set forth.

16. It shall be lawful not only for the said grantor, his successors and assigns, but also for the owner or owners of any lot or lots adjoining or in the neighborhood of the premises hereby granted who have derived or who shall derive title from or through the party

MENDOCINO COUNTY
OFFICIAL RECORDS

of the first part, to institute and prosecute any proceedings, at law or in equity, against the persons or person violating or threatening to violate this covenant. ✓

17. The grantor reserves the right to change or cancel any or all of these restrictions, if in his judgment the development or lack of development of adjacent property makes that course necessary or advisable.

18. Each and all of said covenants, restrictions and agreements shall be deemed and construed to be continuing and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any or said covenants, or restrictions, so far as any future or other breach is concerned. It is understood and agreed by and between said seller and said buyer and successors that no waiver of a breach of any of the covenants, agreements, restrictions, and conditions, nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

19. It is expressly agreed that in the event any covenant or condition re restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction.

20. The above restrictions shall be and continue in force for a period of twenty (20) years from the date hereof.

21. A Property Owners Supervision Committee consisting of three (3) members has been created by the undersigned, and the undersigned may fill vacancies in the committee and remove members thereof at its pleasure; provided, however, that when seventy-five per cent (75%) of the lots in said tract have been sold, (either deeded or sold under contract of sale), thereafter upon written designation by sixty per cent (60%) of those who are owners (either under contract of purchase or in fee) of lots in said tract, or some person or persons whom such

MENDOCINO COUNTY
OFFICIAL RECORDS

owners desire to have made member or members of said Committee, and if necessary, will remove from said Committee existing members thereof in order to create vacancies for the new appointments; provided further, however, that one person designated by the undersigned shall always remain a member of said Committee if the undersigned so desires. The functions of said Committee shall be, in addition to the functions elsewhere in this Declaration set forth, to pass upon, approve or reject any plans or specifications for structures to be erected on lots in said tract, so that all structures shall conform to the restrictions and general plan of the undersigned, and the Committee, for the improvement and development of the whole tract. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions set forth in this Declaration except as herein specifically provided. The Committee may act by any two of its members, and any authorization, approval or power made by the Committee must be in writing signed by at least two members thereof.

22. All purchasers of property shown on said maps shall, by acceptance of contracts or deeds for any lot or lots shown thereon, or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements as set forth by this Declaration.

23. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and herein contained shall be deemed subject to and subordinate to all mortgages and / or deeds of trust now or hereafter executed covering real property shown on said map and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or under the provisions of any deed of trust, any purchaser at such sale, his or its successors or assigns, shall hold any and all property so purchased subject to all of the restrictions, covenants, conditions, agreement, and other provisions of this Declaration.

MENDOCINO COUNTY
OFFICIAL RECORDS

24. No road designated on the subdivision map as private road for which a variance is given will be included in the County Road System until developed to County standards.

25. On lots 54 through 61 two and three unit dwellings may be erected providing the plans thereof are first approved by the architectural committee.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this instrument this 31st day of August, 1966.

Wm. M. Moores
WM. M. MOORES

Gertrude J. Moores
GERTRUDE J. MOORES

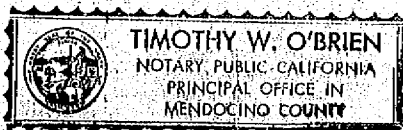
STATE OF CALIFORNIA)
) SS
COUNTY OF MENDOCINO)

On this 31st day of August, 1966, before me, Timothy W. O'Brien, a Notary Public in and for the County of Mendocino, State of California, personally appeared Wm. M. Moores and Gertrude J. Moores, known to me to be the persons who executed the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Timothy W. O'Brien
Timothy W. O'Brien, Notary Public
in and for said County and State

My commission expires: 3/31/70



MENDOCINO COUNTY
OFFICIAL RECORDS

DESCRIPTION

All that certain real property situate, lying and being in the County of Mendocino, State of California, more particularly described as follows, to-wit:

BEGINNING at a 1/2 inch pipe from which the North quarter corner to Section 6, Township 13 North, Range 16 West, Mount Diablo Meridian bears South 89° 15' 32" East, 2,513.11 feet; thence South 05° 53' 46" East, 394.18 feet; thence South 72° 35' 41" West, 363.66 feet; thence South 17° 39' 40" East, 795.42 feet; thence North 70° 09' 52" East, 1,073.93 feet; thence on a curve to the right with a radius of 530.00 feet, a central angle of 09° 43' 54" and an arc length of 90.02 feet; thence North 79° 53' 46" East, 200.00 feet; thence on a curve to the right with a radius of 398.25 feet, a central angle of 13° 29' 23" and an arc length of 93.76 feet; thence on a curve to the left with a radius of 338.25 feet, a central angle of 11° 23' 09" and an arc length of 67.22 feet; thence North 82° 00' 00" East, 240.00 feet; thence on a curve to the left with a radius of 770.00 feet, a central angle of 05° 00' 00" and an arc length of 67.20 feet; thence North 77° 00' 00" East, 245.00 feet; thence on a curve to the right with a radius of 90.00 feet, a central angle of 89° 47' 46" and an arc length of 141.05 feet; thence on a curve to the left with a radius of 10.00 feet a central angle of 70° 20' 50" and an arc length of 12.28 feet; thence South 83° 33' 04" East, 291.45 feet; thence on a curve to the left with a radius of 75.00 feet, a central angle of 25° 25' 04" and an arc length of 33.27 feet; thence North 71° 01' 52" East, 153.30 feet; thence South 00° 12' 00" East, 230.00 feet; thence North 89° 48' 00" West, 280.00 feet; thence North 79° 00' 00" West, 183.99 feet; thence North 64° 17' 30" West, 59.10 feet; thence North 06° 30' 00" West, 134.53 feet; thence on a curve to the left with a radius of 34.98 feet, a central angle of 96° 30' 00" and an arc length of 58.92 feet; thence South 77° 00' 00" West, 244.44 feet; thence on a curve to the right with a radius of 830.00 feet, a central angle of 05° 00' 00" and an arc length of 72.43 feet; thence South 82° 00' 00" West, 240.00 feet; thence along a curve to the right with a radius of 398.25 feet, a central angle of 11° 23' 09" and an arc length of 79.14 feet; thence along a curve to the left with a radius of 338.25 feet, a central angle of 13° 29' 23" and an arc length of 79.64 feet; thence South 79° 53' 46" West, 200.00 feet; thence along a curve to the left with a radius of 470.00 a central angle of 09° 43' 54" and an arc length of 79.83 feet; thence South 70° 09' 52" West, 160.13 feet; thence South 05° 00' 00" East, 160.18 feet; thence South 56° 44' 13" West, 95.89 feet; thence South 49° 37' 13" West, 119.60 feet; thence South 42° 27' 48" West, 83.20 feet; thence South 59° 36' 30" West, 407.74 feet; thence South 46° 49' 49" West, 245.67 feet; thence South 24° 06' 21" West, 86.69 feet; thence South 88° 18' 52" West, 297.46 feet; thence South 49° 41' 43" West, 109.54 feet; thence along a curve to the right with a radius of 360.00 feet, a central angle of 16° 56' 32" and an arc length of 106.45 feet; thence South 01° 56' 46" East, 16.47 feet; thence along a curve to the right with a radius of 290.28 feet, a central angle of 20° 12' 13" and an arc length of 102.36 feet; thence North 75° 00' 00" West, 60.00 feet; thence along a curve to the right with a radius of 135.00 feet, a central angle of 67° 18' 10" and an arc length of 158.58 feet; thence along a curve to the right with a radius of 780.00 feet, a central angle of 04° 17' 50" and an arc length of 58.50 feet; thence North 03° 24' 00" West, 270.61 feet; thence on a curve to the left with a radius of 1,020.00 feet, a central angle of 01° 01' 00" and an arc length of 18.10 feet; thence North 04° 25' 00" West, 270.61 feet; thence on a curve to the right with a radius of 580.00 feet, a central angle of 20° 35' 29", and an arc length of 208.45 feet; thence on a curve to the left with a radius of 780.00 feet, a central angle of 18° 05' 26" and an arc length of 246.28 feet; thence on a curve to the left with a radius of 5,020.00 feet, a central angle of 02° 09' 16" and an arc length of 188.76 feet; thence North 04° 04' 13" West, 312.85 feet; thence North 73° 04' 51" East, 765.14 feet to the point of beginning, and containing 37.0 acres, more or less.

A.P. Nos. 25-15-10
25-15-14
25-23-9
25-23-8
25-23-10
25-23-11

EXHIBIT "A"

Recording Requested By
Irish Beach Improvement Club

ORDER #

APN

When Recorded Mail To

Name Kathleen U. Poling
Street Address P.O. Box 508
City & State Martinez, CA 94553

00018153
Recorded at the request of
IRISH BEACH IMPROVEMENT CLUB, INC.
Book 2295 Page 223
12/06/1995 03:55P
Fee: \$13.00 No of Pages:3

OFFICIAL RECORDS
MENDOCINO COUNTY CALIF
MARSHA A. YOUNG, RECORDER

Space Above This Line for Recorder's Use

**AMENDMENT TO ASSIGNMENT OF RIGHTS AND OBLIGATIONS
UNDER DECLARATION OF RESTRICTIONS**

WHEREAS Mendocino Coast Properties, a California Corporation (hereinafter "Assignor") has executed an Assignment of Rights and Obligations Under Declaration of Restrictions recorded as Document 019928 in Book 2118 at Page 248 in Official Records of Mendocino County, California, on September 30, 1993, which Assignment was accepted by the Irish Beach Improvement Club, a California Nonprofit Mutual Benefit Corporation (hereinafter "Assignee"), and

WHEREAS Assignor and Assignee mutually desire to extend the period of assignment, which was scheduled to terminate on December 21, 1994, but extended by oral agreement to December 21, 1995.

NOW, THEREFORE, ASSIGNOR AND ASSIGNEE AGREE AS FOLLOWS:

1. Paragraph 1 of the Assignment is hereby amended to read as follows:

1. As of the date hereof, and continuing until such time as Assignee shall give Assignor 60-days notice of intent to terminate, for mutual benefit and consideration, Assignor hereby grants, conveys and assigns all of its rights and obligations relating to the appointment of and conduct of the Irish Beach Architectural Committee to Assignee.

2. Paragraphs 2 through 7 of the Assignment are hereby restated as if fully set forth herein.

Dated: 7/15/95

ASSIGNOR
Mendocino Coast Properties

By Gordon Moores
Gordon Moores - President

By William M. Moores
William M. Moores - Director

Dated: 9/5/95

ASSIGNEE
Irish Beach Improvement Club

By Kathleen U. Poling
Kathleen U. Poling, President

STATE OF CALIFORNIA)

Sonoma
COUNTY OF MENDOCINO)

On *Nov 8-4-95* before me, *Pamela Sue Hage*,

personally appeared *William M. Moores*

() personally known to me -OR- (X) 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 entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Pamela Sue Hage
SIGNATURE OF NOTARY



ALL-PURPOSE ACKNOWLEDGMENT

NO 200

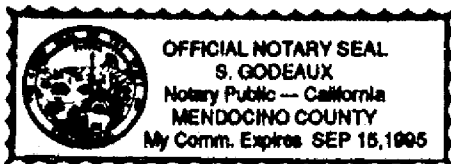
State of CALIFORNIA
County of MENDOCINO

On 8/5/95 before me, S. GODEAUX, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared GORDON MOORES
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.



S. Godeaux
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE _____
OFFICER(S) _____ TITLE(S) _____
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Book: 2295
Page: 22

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

**THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:**

Title or Type of Document AMENDMENT TO ASSIGNMENT
Number of Pages 1 Date of Document 7-15-95
Signer(s) Other Than Named Above _____

Recording Requested By
Irish Beach Improvement Club

ORDER #

APN

When Recorded Mail To

Name Kathleen U. Poling
Street Address P.O. Box 508
City & State Martinez, CA 94553

00018153
Recorded at the request of
IRISH BEACH IMPROVEMENT CLUB, INC.
Book 2295 Page 223
12/06/1995 03:55P
Fee: \$13.00 No of Pages:3

OFFICIAL RECORDS
MENDOCINO COUNTY CALIF
MARSHA A. YOUNG, RECORDER

Space Above This Line for Recorder's Use

**AMENDMENT TO ASSIGNMENT OF RIGHTS AND OBLIGATIONS
UNDER DECLARATION OF RESTRICTIONS**

WHEREAS Mendocino Coast Properties, a California Corporation (hereinafter "Assignor") has executed an Assignment of Rights and Obligations Under Declaration of Restrictions recorded as Document 019928 in Book 2118 at Page 248 in Official Records of Mendocino County, California, on September 30, 1993, which Assignment was accepted by the Irish Beach Improvement Club, a California Nonprofit Mutual Benefit Corporation (hereinafter "Assignee"), and

WHEREAS Assignor and Assignee mutually desire to extend the period of assignment, which was scheduled to terminate on December 21, 1994, but extended by oral agreement to December 21, 1995.

NOW, THEREFORE, ASSIGNOR AND ASSIGNEE AGREE AS FOLLOWS:

1. Paragraph 1 of the Assignment is hereby amended to read as follows:

1. As of the date hereof, and continuing until such time as Assignee shall give Assignor 60-days notice of intent to terminate, for mutual benefit and consideration, Assignor hereby grants, conveys and assigns all of its rights and obligations relating to the appointment of and conduct of the Irish Beach Architectural Committee to Assignee.

2. Paragraphs 2 through 7 of the Assignment are hereby restated as if fully set forth herein.

Dated: 7/15/95

ASSIGNOR
Mendocino Coast Properties

By Gordon Moores
Gordon Moores - President

By William M. Moores
William M. Moores - Director

Dated: 9/5/95

ASSIGNEE
Irish Beach Improvement Club

By Kathleen U. Poling
Kathleen U. Poling, President

STATE OF CALIFORNIA)

Sonoma
COUNTY OF MENDOCINO)

On *Nov 8-4-95* before me, *Pamela Sue Hage*,

personally appeared *William M. Moores*

() personally known to me -OR- (X) 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 entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Pamela Sue Hage
SIGNATURE OF NOTARY



ALL-PURPOSE ACKNOWLEDGMENT

NO 200

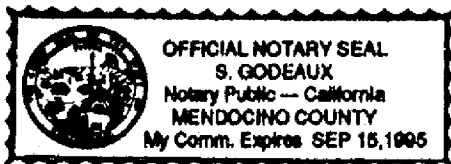
State of CALIFORNIA
County of MENDOCINO

On 8/5/95 before me, S. GODEAUX, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared GORDON MOORES
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.



S. Godeaux
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE _____
OFFICER(S) _____ TITLE(S) _____
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Book: 2295 Page: 22

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document AMENDMENT TO ASSIGNMENT
Number of Pages 1 Date of Document 7-15-95
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ASSIGNMENT OF RIGHTS AND OBLIGATIONS
UNDER DECLARATION OF RESTRICTIONS

WHEREAS Mendocino Coast Properties, a California Corporation, (hereinafter "Assignor") is the holder of certain rights and obligations relating to the appointment of and conduct of the Irish Beach Architectural Committee pursuant to the terms of an AMENDED AND RESTATED DECLARATION OF RESTRICTIONS governing use of real property known as Units One, Two, Three and Four, Mendocino Coast Subdivision, dated October 1, 1971, and recorded on November 16, 1971 as document number 14526 at Book 868, Page 131, of the Official Records of Mendocino County, California; and

WHEREAS Assignor wishes to assign all of its rights and obligations relating to the appointment of and conduct of the Irish Beach Architectural Committee, as stated in Paragraphs 2.01, 3.01, 3.02, 3.03, 4.01, 4.02, and 5 of the above-referenced Amended Declaration of Restrictions to the Irish Beach Improvement Club, a California Nonprofit Mutual Benefit Corporation (hereinafter "Assignee") in order to more effectively comply with the mandates for architectural control set forth in said Amended and Restated Declaration of Restrictions; and

WHEREAS Assignee is willing to accept such assignment of rights and obligations in order to preserve and protect the quality of life and the environment of the Irish Beach community, and in order to facilitate and assure fair, impartial and uniform application of standards set forth in the aforementioned Amended and Restated Declaration of Restrictions.

NOW, THEREFORE, ASSIGNOR AND ASSIGNEE AGREE AS FOLLOWS:

1. As of the date hereof, and continuing until December 31, 1994, for mutual benefit and consideration, Assignor hereby grants, conveys and assigns all of its rights and obligations relating to the appointment of and conduct of the Irish Beach Architectural Committee to Assignee.
2. Assignee accepts such assignment for the time specified and promises to exercise the rights and fulfill the obligations assigned in a fair, impartial and uniform manner.

State of California

County of Mendocino

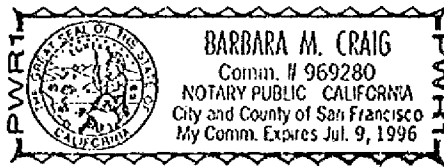
} SS.

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Number of Pages _____ Date of Document _____
Signer(s) Other than named below _____

On 9-25-93 before me, Barbara M. Craig
Notary Public, personally appeared Gordon Moores and William M. Moores
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.

Signature Barbara M. Craig (Seal)



FD-1 (Revised 1/93)

BOOK 2118 PAGE 249

3. Assignor and Assignee agree that standards and procedures adopted by prior Irish Beach Architectural Committees shall, to the extent that such standards and procedures comply with the terms of the above-referenced Amended and Restated Declaration of Restrictions, be applied by Assignee in order to maintain the character of the community, and in order to assure that past, present and future applicants are given equal consideration.

4. Assignor and Assignee agree that presently existing standards and procedures will not be amended except in terms which comply with all of the language of the Amended and Restated Declaration of Restrictions, and in terms which maintain or enhance the existing character of the Irish Beach community.

5. The assignment herein shall apply to subdivision units which are approved by Mendocino County and become subject to the Amended and Restated Declaration of Restrictions during the effective time of this assignment.

6. Assignor expressly reserves its right to enforce the terms of the Amended and Restated Declaration of Restrictions as specified in Paragraph 5 of said declaration.

7. The term of this assignment may be modified by written agreement of Assignor and Assignee.

Dated: 9/25/93

Assignor, Mendocino Coast Properties, by

Gordon Moores
GORDON MOORES, PRESIDENT

William M. Moores
WILLIAM M. MOORES, DIRECTOR

ACKNOWLEDGMENT

Dated: 9/25/93

Assignee, Irish Beach Improvement Club, by

Diane W. Heinger
DIANE W. HEINZER

ACKNOWLEDGMENT



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**SECOND DECLARATION OF RESTRICTIONS
OF MENDOCINO COAST SUBDIVISION
UNITS ONE, TWO, THREE, and FOUR**



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**SECOND DECLARATION
OF RESTRICTIONS OF MENDOCINO COAST
SUBDIVISION**

THAT CERTAIN DECLARATION, executed by MENDOCINO COAST PROPERTIES, a corporation ("Declarant"), entitled "Amended and Restated Declaration of Restrictions, Units One, Two, Three and Four, Mendocino Coast Subdivision" dated October 1, 1971, and recorded on November 16, 1971, in Book 868, Page 131, and corrected April 19, 1974, by that certain document recorded on said date in Book 960 at Page 38 of the Official Records of Mendocino County, California (collectively the "First Restated Declaration"), affects all of the properties described and commonly known as Irish Beach, is hereby amended and restated in its entirety to read as follows:

RECITALS

1. Declarant was the owner of certain property in the County of Mendocino, State of California, which is more particularly described in Exhibit A through D attached hereto and incorporated herein by reference (the "Properties").

2. Declarant originally conveyed the Properties, subject to certain easements, protective covenants, conditions, restrictions, reservations, liens and charges as set forth in four separate declarations of restrictions that were all part of a common plan and scheme of development, namely: (1) Restrictions and Covenants Unit One - Mendocino Coast Subdivision, recorded in the Office of the County Recorder on June 2, 1965, in Book 690 at Page 508; (2) Amended Restrictions and Covenants Unit Two - Mendocino Coast Subdivision, recorded in the Office of the County Recorder on August 31, 1966, in Book 724 at Page 4; (3) Restrictions and Covenants Unit Three - Mendocino Coast Subdivision, recorded in the Office of the County Recorder on March 16, 1967, in Book 736 at Page 135; and (4) Restrictions and Covenants Unit Four - Mendocino Coast Subdivision, dated June 17, 1969, and recorded in the Office of the County Recorder in Book 794 at Page 237 (collectively, the "Original Declarations").

The Original Declarations were combined, amended and restated in their entirety by the First Restated Declaration which were incorporated into supplemental Declarations for Units 7, 7A, 8, 9 and 9A as follows: a) Supplemental Declaration Of Covenants and Restrictions dated May 5, 1980 and recorded on May 6, 1980 at Book 1257 at Page 642 (Units 7 and 7A); b) Declaration of Covenants and Restrictions dated July 20, 1980 and recorded on July 21, 1980 at Book 1266 at Page 312 and amended by document dated September 8, 1989 and recorded January 2, 1990 at Book 1799 at Page 697 (Unit



8); c) Declaration of Covenants and Restrictions dated January 1, 1989 and recorded January 18, 1989 at Book 1729 at Page 473 (Unit 9); d) Declaration of Covenants and Restrictions dated January 1, 1991 and recorded January 18, 1991 at Book 1882 at Page 689 as amended by document dated March 30, 1996 and recorded on April 30, 1996 at Book 2328 at Page 409 (Unit 9A).

The purpose of the easements, protective covenants, conditions, restrictions, reservations, liens and charges of the Original Declarations and the First Restated Declaration were to enhance and protect the value, desirability and attractiveness of the Properties and all of which were intended to run with the Properties and be binding on all parties having or acquiring any right, title or interest in the Properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner (as defined herein) thereof.

3. On Sept 8, 1998, 75% of the Owners of Lots within the Properties voted by written ballot to amend and restate the Original Declaration, all in accordance with the procedures for amendment set forth in Paragraph 8(b) of the First Restated Declaration. As so amended and restated, these easements, covenants, restrictions, and conditions shall run with the Properties and shall be binding on all parties having or acquiring any right, title or interest in the Properties or any portion thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I
Definitions

Section 1.1 "Board of Directors" or "Board" shall mean the Board of Directors of IBIC and/or any appointed subcommittee, thereof.

Section 1.2 "Building Envelope" shall mean that area of a Lot upon which a residence can be built after provisions for a septic system and set back requirements or other physical limitations of the Lot are taken into account.

Section 1.3 "Committee" shall refer to the Architectural Design Committee defined in Article IV.

Section 1.4 "Common Area" shall mean all real property owned or leased by IBIC for the common use and enjoyment of the Owners, including all mutual or reciprocal easement rights appurtenant to separate interests.

Section 1.5 "Common Living Area" of a residence shall



mean the living room or family room, dining room and a deck or patio immediately adjacent thereto. The "Common Living Area" of an unimproved lot shall be determined from proposed building plans in compliance with the most recent County Health Department approved Individual Sewage Disposal System Site Evaluation (i.e.; "perc" test).

Section 1.6 "County" shall mean the County of Mendocino, State of California.

Section 1.7 "C C & R's" shall mean and refer to the provisions of this document, as may be amended from time to time in accordance with its provisions.

Section 1.8 "Declarant" shall mean and refer to the project developer of the Properties, namely, Mendocino Coast Properties, a corporation, its successors and assigns.

Section 1.9 "Declaration" shall mean this Second Restated Declaration of Covenants, Conditions and Restrictions as such Declaration may, from time to time, be amended. The "Original Declarations" shall mean the documents referenced in the second recital to this Declaration and the "First Restated Declaration" shall mean the document referenced in the preamble to this Declaration.

Section 1.10 "IBIC" shall mean and refer to Irish Beach Improvement Club, a California nonprofit corporation, its successors and assigns.

Section 1.11 "Lot" shall mean and refer to any plot of land shown upon any recorded Subdivision Map of the Properties, excluding the Common Area, and, when appropriate to the proper interpretation of this Declaration, to the Residence and other improvements constructed or to be constructed on any such Lot.

Section 1.12 "Materially Obstructs" or "Material Obstruction" shall mean an obstruction which is greater than forty percent (40%) of the total available view from a common living area which would be possible absent any such obstruction.

Section 1.13 "Owner" shall mean any person, firm, corporation or other entity in which title to a Lot is vested as shown by the official records of the Office of the County Recorder and includes (except when the context otherwise requires) the family, guests, tenants, and invitees of such Owner.

Section 1.14 "Properties" shall mean all portions of the real property described in the first Recital to this Declaration,



together with all buildings, structures, utilities, other improvements located thereon or to be constructed or installed thereon, all appurtenances thereto and any additional real property hereafter annexed to the Properties pursuant to Article II, Section 2.2 hereof.

Section 1.15 "Residence" shall mean a dwelling situated on a Lot and used for single family residential purposes.

Section 1.16 "Single Family Residential Use" shall mean occupation and use of a Residence for single family dwelling purposes in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state or municipal rules and regulations.

ARTICLE II
Property Rights and Obligations of Owners

Section 2.1 Declaration Regarding Properties.

(a) Purpose of Declaration: The Properties shall be held, conveyed, divided, encumbered, hypothecated, leased, rented, used, occupied and improved only upon compliance with and subject to the provisions of this Declaration, which is hereby declared to: (i) be in furtherance of a plan for the subdivision of the Properties and the sale of residential Lots within the Properties, (ii) be for the benefit and protection of the Properties and to enhance the desirability, value and attractiveness of the Properties, (iii) be for the benefit of the Owners, (iv) run with the land and be binding upon all the Owners, (v) run with the land and be binding upon all parties having or acquiring any right, title or interest in the Properties or any portion thereof, (vi) inure to the benefit of every portion of the Properties and any interest therein, and (vii) inure to the benefit of and be binding upon each Owner, the Declarant and each successor in interest of the Declarant as long as the Declarant or any successor shall hold an interest in any Lot within the Properties.

(b) Declaration Binding on Present and Future Owners, Tenants and Occupants. Each conveyance, transfer, sale, assignment, lease or sublease made by Declarant of the Common Area and of any Lot shall be deemed to incorporate by reference all of the provisions of this Declaration, including, but not limited to, the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges and equitable servitude provided for herein. All present and future Owners, tenants and occupants within the Properties shall be subject to, and shall comply with, each and every provision of the



C C & R's, as the same shall be amended from time to time unless a particular provision of the C C & R's is specifically restricted to one or more classes of persons (e.g., Owners, tenants, invitees, etc.). The acceptance of a deed to any Lot, the execution of a lease, sublease or contract of sale with respect to any Lot or the entering into occupancy of any Residence shall make the provisions of this Declaration binding upon said persons and they shall thereafter observe and comply with these C C & R's.

(c) Enforcement of Declaration. This Declaration shall be enforceable by Declarant, each Owner, and each successor in interest and assignee of Declarant and each Owner, and the Committee.

The covenants and restrictions in this Declaration shall be enforceable equitable servitude, unless held unreasonable by a Court of Law, and shall inure to the benefit of and bind all owners of separate interests in the development. In any action to enforce the Declaration, the prevailing party shall be awarded reasonable attorney's fees and costs, as determined by the Court.

Section 2.2 Annexation of Additional Property. If the Declarant develops, or causes to be developed, additional real property within the Irish Beach Water District boundaries, the Declarant shall have the right to annex such additional real property or any portion or portions thereof to the Properties and to bring such real property within the general plan and scheme of this Declaration, so long as the proposed annexation is in substantial conformance with a detailed plan of phased development submitted to the California Real Estate Commissioner (the "Commissioner") with the application for a public report for the first phase of the subdivision, and the land proposed for annexation and the total number of Residences then contemplated by the Declarant for the entire subdivision are identified.

ARTICLE III

The Irish Beach Improvement Club (IBIC)

Section 3.1 IBIC Membership. IBIC is a California nonprofit mutual benefit corporation and every Owner of a Lot shall be entitled to be a dues paying and voting Member of IBIC. Each Owner shall be entitled to one membership in IBIC for each Lot owned and the membership shall be appurtenant to such Lot. Ownership of a Lot and current payment of dues and assessments shall be the sole qualifications for membership in IBIC and an Owner shall remain a Member of IBIC until his or her payment of dues or ownership in all Lots in the Properties ceases, at which



time his or her membership in IBIC shall automatically cease. Persons or entities who hold an interest in a Lot merely as security for performance of an obligation are not entitled to be Members until such time as the security holder comes into title to the Lot through foreclosure or deed in lieu thereof.

ARTICLE IV
Architectural Design Committee

Section 4.1 Establishment of an Architectural Design Committee. The Board of Directors shall establish a standing sub-committee to be called the Architectural Design Committee (the "Committee") and to consist of three to five members of which two-thirds shall constitute a quorum, who shall be appointed by the Board. The Committee members shall serve for terms of one (1) year. There are no limitations on the number of consecutive terms a Committee Member can serve. The purpose of the Committee shall be to regulate and control the exterior architecture and design within the community in such a way as to maintain the value and desirability of the Properties for the benefit of all Owners. Members of the Committee shall be deemed to be members of the IBIC Board of Directors for the purposes of the protection afforded by Section 1365.7 of the California Civil Code.

Section 4.2 Committee Jurisdiction The Committee has jurisdiction over any improvement on an Owner's Lot, including, but not limited to remodeling and/or additions to existing structures that change its external dimension(s) or profile. The Committee shall also have jurisdiction over placement of fences, decks, storage buildings, propane tank placement/enclosure, satellite or television antennas over 18 inches in height or diameter, screening or housing of boats, recreational vehicles and other personal property in order to mitigate impacts on views from neighboring Lots. The Committee shall set up a permit process to control the foregoing to assure Owner's construction, remodeling and improvement projects comply with general requirements of this document and safeguard the unique character of the community.

Section 4.3 Committee Approval of Improvements.

(a) Submission Requirements. Prior to commencement of construction or installation of any improvement within the Properties, including but not limited to the construction, installation, alteration or remodeling (including, without limitation, color changes, replacing siding, windows, doors or



roofing) of buildings, exterior walls, fences, decks or any building of any kind, the Owner planning such improvement must submit to the Committee a written request for approval.

Notwithstanding the foregoing, Committee approval shall not be required, subject to the following conditions, for alteration or remodeling projects which result in no change to the exterior dimensions and/or profile of the existing structure. This waiver, however, shall only apply if the following conditions are met: 1) notification of the proposed alteration or remodel is first provided to the Committee and 2) if in all other aspects the project complies with the terms and conditions provided herein.

In the event of new construction or major remodeling that the Committee finds may impact neighboring Lot Owner views or set backs, the Committee shall conduct its review in two stages. The initial request, to be reviewed at the first stage by the Committee at a public meeting, shall be for the purpose of selecting the optimum location, in light of topographical, septic and neighboring view corridor restrictions for the proposed improvement. All potentially affected property Owners shall be notified in writing by the Committee of the application including documents to be reviewed. The Owner's initial request shall be submitted to the Committee with sufficient copies to be distributed to potentially affected property owners at least three weeks prior to the first public meeting and shall include:

- (i) Topographical map on a minimum of five (5) foot contours indicating any necessary cuts or fills and the percentage of gradient;
- (ii) Site location map designating access roads, septic system layout, set back requirements and view corridors from surrounding Lots;
- (iii) Narrative review of the site limitations and considerations given to affects on surrounding sites in the selection of the building site or Building Envelope;

Owners shall receive a written acknowledgment of receipt of such plans and specifications by the Committee. For the purposes of this Article, the term "building" shall be defined as any permanent structure built with a foundation. The term "fence" shall be defined as any surface or barrier designed to be permanent.

Upon approval of the initial submission by the



applicant, as may be modified by the Committee, the owners shall submit for review by the Committee at a second public meeting, at least three weeks prior to the meeting as the second stage of approval, if required by the Committee, the following;

- (i) a topographical map on one (1) foot contours of the designated Building Envelope;
- (ii) site map showing final access roads, cut and fill locations, garbage enclosures, two car garage location (whether or not to be constructed within the permit period), off-street screened parking for two vehicles if a garage is not scheduled for construction;
- (iii) elevations of all improvements to be constructed, with designation of height above natural grade, including decks, fencing and exterior lighting;

(b) Criteria for Approval or Disapproval. Approval or disapproval of the Owner's request shall be based on considerations by the Committee that the proposed improvement: (i) conforms with these C C & R's and the rules, if any, of the Committee; and (ii) will not interfere with the reasonable use and/or enjoyment of any other Lot Owner of his or her property, as defined by California Civil Code Section 3479 entitled "Acts Constituting Nuisance" and Court interpretation thereof.

(c) Professional Preparation or Review. To insure accuracy and compliance with the provisions of these C C & R's and to better enhance the unique character of this community, all new construction and major remodels must be designed or customized and signed by a licensed architect or professional architectural designer. The Committee in its discretion may retain an independent professional to review site plans and building plans for compliance with these C C & R's. The cost of such review shall be part of the reasonable processing fees that the Committee may impose.

(d) Reasonable Processing Fees. The Committee shall be entitled to impose reasonable processing fees to help defray the costs of discharging the Committee's functions. These fees shall be established by the Committee. If the Committee is required to seek a legal opinion in resolving a dispute as to interpretation of these C C & R's, the attorney fees associated therewith shall be that of the applicant and added to the applicant's permit fee. The Committee shall maintain a record of all fees received and monies expended and issue a report to the Board on an annual basis.



(e) Prior Approvals. Any construction or improvement on a Lot performed under a Committee Permit issued prior to the date of this Declaration shall be deemed to be in compliance with this Declaration.

Section 4.4 Procedures For Obtaining Committee Approval. The Committee shall meet with such frequency as may be necessary or appropriate to the proper discharge of its duties.

In the event the Committee fails to approve or disapprove the plans and specifications for a requested improvement within 60 days after the plans and specifications have been submitted to it, the Owner shall be notified in writing of the status of review of such plans and specifications. In approving a requested improvement, the Committee may condition its approval upon the adoption of modifications in the plans and specifications or observance of restrictions as to location, height, or other factors.

Section 4.5 Committee Rules. The Committee may, from time to time and in its sole discretion and by majority vote, propose rules and regulations (or amendments thereto) pertaining to such matters as: (i) procedures for plan submission and architectural review; (ii) exterior color schemes and building materials; (iii) any other matter or concern within the jurisdiction of the Committee. These rules and regulations shall be known as the "Irish Beach Building Procedures"; and made available upon request to any property Owner. Said rules shall interpret and implement the provisions of this Article provided, however, that said rules shall not be in violation of local, County or State building codes or of the minimum architectural standards required by this Declaration. In the event of any conflict between the Committee rules and this Declaration, the provisions of the Declaration shall prevail. Once adopted, the Committee rules shall have the same force and effect as if set forth herein in full.

Section 4.6 Variances. The Committee shall be entitled to allow reasonable variances in any procedures specified in this Article IV or in any standards specified in Article V in order to overcome practical difficulties, avoid unnecessary expense or prevent unnecessary hardships, provided the following conditions are met:

(a) If the requested variance will necessitate deviation from, or modification of, a property use restriction that would otherwise be applicable under this Declaration, the Committee must conduct a public hearing on the proposed variance after giving at least 30 days' prior written notice to all Owners



of property within 300 feet of the subject Lot. The Owners receiving notice of the proposed variance shall have 30 days in which to submit to the Committee written comments or objections with respect to the variance. No decision shall be made with respect to the proposed variance until the 30-day comment period has expired.

(b) The Committee must make a good faith written determination that: (1) the requested variance does not constitute a material deviation from the overall plan and scheme of development within the Properties or from any restriction contained herein or that the proposal allows the objectives of the violated requirement(s) to be substantially achieved despite noncompliance; or (2) that the variance, if granted, will not result in a material detriment, or create an unreasonable nuisance, with respect to any other Lot, Common Area or Owner within the Properties.

Section 4.7 Limitation on Liability. Approvals by the Committee of improvements within the Properties shall not take the place of or be substituted for required federal, state, county or other required government approvals. Approvals by the Committee do not attest to or approve the structural, mechanical, or electrical adequacy of the design or construction of improvements within the Properties.

Neither IBIC, its Committee nor any Member thereof shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any mistakes in judgment, negligence or nonfeasance arising out of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans drawings or specifications.

ARTICLE V Minimum Construction Standards

The following minimum construction standards must be observed in constructing any dwelling structure and related improvements on any Lot unless a variance is applied for and granted by the Committee in accordance with Article IV, Section 4.6, above:

Section 5.1 View Corridors. To the extent practical, views from common living areas as defined herein shall be preserved. When plans for construction of a new dwelling, outbuilding or



addition are being developed, the views from other Lots shall be considered to the greatest extent possible for preserving views of the lighthouse, white water, blue water, mountains, headlands, meadow and pond.

All proposed construction that affects views shall be subject to the prior approval of the Committee.

Section 5.2 Minimum Building Size.

Units One, Two, Three, Four, Seven and Seven A: No single family dwelling shall be constructed which contains less than 800 square feet of interior ground floor space and less than 1200 feet of total floor space.

Future Annexations: Building size in all future defined Units shall not be less than 1200 square feet of interior ground floor space.

The interior ground floor space as defined herein, does not include garage, porch or deck area. The Committee may issue a written variance to this construction standard if topographic, aesthetic or environmental concerns necessitate a lesser number of square feet on the ground floor.

Section 5.3 Set-Back Requirements.

a) All structures shall be at least 20 feet from any street line and at least six feet from any side line or area line. The term "area line" shall mean a boundary line which is not a street line and does not extend to any street line, and the term "side line" shall mean a boundary line that is not a street line but which does intersect to a street line.

b) In addition to the foregoing, no dwelling hereafter constructed shall be closer than 28 feet in Units One and Two or 32 feet in all other Units plus the number of additional feet that the Committee may have granted through a height variance.

c) If the dwelling to be constructed is not adjacent to a Lot containing another dwelling, the Committee shall impose the foregoing set back requirements with respect to adjacent Building Envelopes to the greatest extent possible so that substantial construction restrictions do not affect adjacent Lots.

d) The Committee may waive the additional requirements of paragraphs b) and c) above if it finds a variance is requested and granted under the provisions of Article IV, Section 4.6.

Section 5.4 Height Limitations.

Unit One, Two: Except as hereinafter provided, no part of the roof of a structure shall exceed the height of a horizontal plane 16 feet above the mean natural grade at any point on the



perimeter foundation. On steeply sloping Lots, that have a fall of five (5) feet within the natural contour of the property within the foundation perimeter, the architectural design shall incorporate mitigating factors such as stepping the roof and foundation to reduce the impact of the bulk of the structure.

Other Units: Except as hereinafter provided, no part of the roof of a structure shall exceed the height of a horizontal plane 20 feet above the mean natural grade at any point on the perimeter foundation. On steeply sloping Lots, that have a fall of five (5) feet within the natural contour of the property within the foundation perimeter, the architectural design shall incorporate mitigating factors such as stepping the roof and foundation to reduce the impact of the bulk of the structure.

The Committee shall be entitled to grant variances to the height limits set forth if the topography of a Lot is such that it places an impractical hardship on an applicant or requires a change to preserve view corridors from other Lots and mitigate visual intrusion upon neighboring Lots. Variances can be used to either reduce or raise the height of a structure. Architectural design mitigation shall be proposed by the applicant receiving a variance to most appropriately blend the structure into the community. For Lots within the Properties that are severely restricted in their development potential due to standards for septic systems in conjunction with height restrictions, the Committee may grant variances to the height limit on Lots where the Committee finds that the variance will have little impact on the views from surrounding Lots. The variance shall not exceed one and one half stories in units with a 16 foot height restriction nor two stories in units with a 20 foot height restriction and in each instance the applicant shall use architectural mitigating factors to lower the profile of the structure.

Section 5.5 Retaining Walls Construction of walls over three (3) feet in height designed to hold back earth for erosion and drainage control must be designed or approved by a licensed engineer and requires the approval of the Committee prior to construction.

Section 5.6 Fences. No fence shall be constructed on any lot or property within the Properties which materially obstructs a view from any other Lot within the Properties. Solid property line fences shall not be permitted. To preserve the open feeling of the Properties, privacy or screening fences shall be in close proximity and in architectural harmony with the residence and constructed of wood material. Deer fences of green laminated wire to protect garden areas may be permitted if they



are screened from neighboring properties and public ways. Any fence construction shall be first submitted to the Committee for approval of area to be enclosed, materials to be used and height.

Section 5.7 Off-Street Parking. Residence construction proposals shall include the location of a two-car garage, whether to be constructed or not, so that its impact may be measured by the Committee during the initial review process. All new residences must include a two car garage or off-street parking for a minimum of two cars. Off-street parking shall be screened from view from the street and adjoining properties. The Committee shall grant variances if the Lot size does not permit compliance with the above.

Section 5.8 Painting Limitations. All exterior paints and stains should be in muted tones consistent with neighboring structures, and in colors commonly found daily in the surrounding natural environment. A sample of the paint or stain must be submitted to the Committee for approval on all initial painting. A sample must also be submitted for repainting if the desire is to substantially change the color previously approved. The sample must be on a piece of wood at least 6 inches square.

Section 5.9 Window and Door Materials. All window and door frames shall be of materials that can withstand the rigors of the coastal environment and finished to match or complement in muted tones the exterior color of the structure.

Section 5.10 Limitations on Roofing Materials. Roofs shall be fire proof or fire resistant architectural grade shingles in muted tones that provide a relief appearance similar to wood shakes. The slope of a roof should be a minimum of four inches in 12 inches, unless the Committee finds that a variation from this is necessary because of the contour of the Lot or because of view considerations from other Lots. Flues should be sheathed to within 12 inches of the top of the flue and to within 4 inches of the peak of the roof.

Section 5.11 Garages and Outbuildings. Garages and other outbuildings erected on any Lot shall be similar in construction quality and architectural design to the dwellings located on the Lot and must conform to the other restrictions contained in this Article.

Section 5.12 Exterior Lighting. All exterior lights must be sheltered or housed in such a way that no light will shine directly into any window of any neighboring Lot within the Properties.



Section 5.13 Antennas and/or Satellite Dishes.

In order to ensure adequate aesthetic controls and to maintain the general attractive appearance of the Properties every Owner shall obtain a permit from the Committee for any Antenna/Satellite Dish that exceeds 18 inches in height or 18 inches in diameter. Roof top installation should be avoided unless it is the only location that provides access to the desired signal.

Section 5.14 Drainage.

No Owner shall do any work, construct any improvement, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Owner's Lot or any adjacent Lots or Common Area, except to the extent such alteration in drainage pattern is approved in writing by the Committee.

**ARTICLE VI
Exterior Maintenance Responsibilities**

Section 6.1 Common Area. IBIC shall be solely responsible for all maintenance, repair, upkeep and replacement within the Common Area. No person other than IBIC or its duly authorized agents shall construct, reconstruct, refinish, alter or maintain any improvement upon, or shall make or create any excavation or fill or change the natural or existing drainage of the Common Area. In addition, no person shall destroy, remove or plant any tree, shrub or other vegetation upon the Common Area without the express approval of IBIC.

Without limiting the foregoing, IBIC shall be responsible for:

(a) The reconstruction, replacement, or refinishing of any Common Facility or other improvements upon Common Area as necessary in accordance with the original design, finish or standard of construction of such improvement.

(b) The construction, reconstruction, replacement, refinishing of any road or surface upon any portion of Common Area designated on any Subdivision Map as a private road or parking area.

(c) The replacement of trees or other vegetation and the planting of trees, shrubs and ground cover upon any portion of Common Area.



(d) Erosion control and drainage projects within the Common Area.

(e) The placement and maintenance of such signs as IBIC may deem necessary for the identification of, the regulation and use of Common Area and Common Facilities.

Section 6.2 Owner Maintenance Responsibility.

Each Owner shall be responsible for the maintenance and repair of his or her Residence and Lot, including without limitation all buildings and other structures, landscaping and drainage.

ARTICLE VII
Property Use Restrictions

In addition to restrictions established by law the following restrictions are hereby imposed upon the use of the individual Lots and other portions of the Properties and to the extent applicable, an Owner is responsible for his/her Tenants in abiding by the restrictions:

Section 7.1 Enforcement Owners who have a dispute with fellow property owners with respect to the interpretation and/or enforcement of the Property Use Restrictions in this Article must first attempt informal agreement. If these efforts do not result in agreement, Owners have the option to submit their disputes to the Committee for mediation under this Article. Mediation may be a requirement for recovery of attorneys fees in an enforcement through any legal proceeding (see California Code of Civil Procedure, Sec. 1354(f)). The Committee shall conduct the mediation in a private hearing with the disputing property owners. If the dispute is unresolved thereafter, every owner has a right to take legal action to correct any perceived violations of the following restrictions by another Owner if they directly affect the use and enjoyment of his property.

Section 7.2 Penalties, Costs and Attorneys Fees. In bringing an enforcement action the prevailing party shall be entitled to reasonable attorney's fees. In the event that judgement is entered for the plaintiff, the court shall assess, in addition to any other costs and monetary awards, a compliance fee against the defendant in an amount not to exceed \$10,000 which shall be deposited with the Treasurer of IBIC and released to the defendant when the defendant has fully complied with the court's order.



Section 7.3 Single Family Residential Use.

(a) Except as provided in subparagraph (b) below, the use of the individual Lots on the Properties is hereby restricted to Single Family Residential Use. Accordingly, only one single family dwelling shall be placed, constructed or maintained on any Lot within the Properties.

(b) The following Lots shall not be subject to the general restriction of Lots to single family residential use set forth in subparagraph (a) above: Lot 96 of Unit One may be used as a real estate office and one or two appurtenant Lots within the Properties may be used as an IBIC office and meeting facility.

(c) No residence in any manner shall be occupied or lived in until the exterior is made to comply with the requirements set forth herein. No building or structure anywhere on any property, other than a completed dwelling, shall ever be used as a residence or rental, including mobile homes, recreational vehicles, campers, tents, shacks, outbuildings or other structures. Nothing herein shall prohibit a contractor's tool house (or privy) and his equipment being used during construction and then removed. Such contractor facilities and equipment shall be placed wholly within the Lot under construction. No overnight camping shall be permitted on any Lot.

Section 7.4 Lots. Each Lot shall be conveyed as a separately designated and legally described fee simple estate subject to this Declaration. No buildings shall be moved from other locations onto any Lot. All Lots, whether occupied or unoccupied, and the Residences and other improvements constructed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly or hazardous to other Properties by reason of the accumulation of rubbish, debris, brush and tree trimmings or unsightly growth thereon. All structures, fences and landscaping shall be located and maintained in a manner not inconsistent with the criteria defined by Articles IV, V and VI of this Declaration.

Section 7.5 Trees. The tree height limit will be 20 feet in units One and Two, and 35 feet in the balance of the Properties. Trees may exceed these height limitations if the greater height will not impair the views as defined in Article V, Section 5.1 or deny sunlight to other properties.

Trees that create a fire hazard or are prone to cause other damage during wind storms, such as Monterey Pine or most species of Eucalyptus, are not advised. Owners should consult any



local nursery for native trees and shrubs suitable for the coastal environment.

Section 7.6 Landscaping. All landscaping on any Lot in the Properties should be based on how it will impact views from other Lots as it matures. The maturation impact of trees should be a prime consideration for choosing the variety and placement.

(a) Preservation of views from neighboring Lots shall be given priority over aesthetic consideration in landscaping. No trees, shrubs, other vegetation, or change in grade shall be planted, placed or maintained on any Lot or property within the Properties which obstructs the view from any other Common Living Area or potential Building Envelope within the Properties.

Notwithstanding the foregoing, landscaping to prevent erosion shall be permitted providing, however, that such landscaping shall comply with all height limitations otherwise stated herein.

(b) Immediately following construction of any Residence, the Owner shall cause the land owned by him between the building and the street line to be suitably planted and maintained except for those areas used for walks or driveways. All disturbed ground shall be re-seeded and leveled to a natural slope within six months of disturbance. Native and evergreen plants are the most desirable. Owners should be cognizant of how individual plants will impact view corridors and respect their neighbors rights to views as defined in Article V, Section 5.1.

(c) Plants that provide privacy screens between windows, and deck areas and adjoining properties are permitted. Any planting of shrubs close enough together to provide a screen must consider the impact on adjoining Lots and other affected Lots and maintain the height at a level to minimize the obstruction.

Section 7.7 Prohibition of Noxious Activities. No illegal, noxious or offensive activities shall be carried on or conducted upon any Lot or within any portion of the Common Area nor shall anything be done within the Properties which is or may become a nuisance (as defined by California Civil Code Section 3479 "Acts Constituting Nuisance" and Court interpretation thereof) to the other Property Owners, their guests or tenants. Without limiting the foregoing, no Owner shall permit continuous or excessive noise, including, but not limited to the barking of dogs, stereo amplifier systems, television systems or excessively noisy motor vehicles to emanate from the Owner's Lot, or the Common Area, which would disturb the quiet enjoyment of other Owners and residents.



Section 7.8 Household Pets.

(a) With the exception of dogs, cats, caged birds and other small pet animals, no other animals, livestock, or poultry of any kind shall be kept, bred or raised on any Lot. Dogs shall only be allowed on the Common Areas when they are leashed and under the supervision and control of their Owners. No household pet shall be left chained or otherwise tethered in front of a Lot or within the Common Area. No animals shall be kept, bred or maintained on any Lot for commercial purposes.

(b) The County leash laws shall govern the control of dogs and cats. Any dog that is not on a leash or under voice control shall be considered a stray and dealt with accordingly. In the event that a feral cat, stray dog or other animal becomes a nuisance, the situation should be brought to the attention of the appropriate Mendocino County Animal Control Office.

Section 7.9 Signs. Except as provided in this section, no signs of any kind, including without limitation, advertising, or commercial signs shall be displayed on any Lot or posted within or upon any portion of the Common Area. Signs permitted hereunder shall include the following: (a) signs required by legal proceedings; (b) signs designating a Property name and/or address, which signs shall be limited to two (2) per Property each not to exceed four (4) square feet and shall be of colors complementary with the decor of the Property; (c) a single "For Rent", "For Lease" or "For Sale" sign of reasonable dimensions not to exceed four (4) square feet and in muted colors; and (d) during the time of construction of any residence or other improvement, a single job identification sign per contractor having a maximum surface area of four (4) square feet per sign and of the type normally used by contractors, subcontractors and architects. Waivers to the foregoing sign constraints may be granted upon application to and approval by the Committee.

Section 7.10 Business Activities. No business or commercial activities of any kind whatsoever shall be conducted in any building or in any portion of any Lot. Notwithstanding the foregoing, no restrictions contained in this Section 7.10 shall be construed in such a manner as to prohibit any Owner from (a) maintaining his personal library therein; (b) keeping his personal business records or accounts therein; (c) handling his personal or professional telephone calls or correspondence therefrom; (d) pursuing a trade as a self-employed artist, craftsman or professional so long as the activity does not involve (i) any hired employees working within the Properties (ii) any visible advertising signs (iii) any excessive street traffic or



(iv) any unreasonable noises or noxious odors; or (e) conducting any other activities on the Owner's Lot otherwise compatible with residential use and the provisions of this Declaration which are permitted under applicable zoning laws or governmental regulations without the necessity of first obtaining a special use permit or similar specific governmental authorization. Such uses are expressly declared to be customarily incidental of the Lot's principal residential use and not in violation of any provision of this Article VII. IBIC or its successor shall be exempted from the restriction herein and shall have the right to maintain a structure within the Properties for the use and benefit of its members.

Section 7.11 Garbage. No rubbish, trash, or garbage shall be allowed to accumulate on Lots. Any rubbish, trash or garbage outside the interior walls of a Residence shall be stored entirely within appropriate covered disposal containers located at all times within an enclosed garbage or storage area that is located to be accessible for garbage collection. Any extraordinary accumulation of rubbish, trash, garbage or debris from construction or modification of improvements shall be removed from the Properties to a public dump or trash collection area by the Owner or tenant at his expense.

Section 7.12 Storage. Storage of personal property on any Lot shall be maintained within the enclosed storage areas. Propane tanks must be screened with the same siding material as the Residence and if visible from lots above, the tank must be painted a dark earth tone and kept clear of flammable materials. The fire department rules will be the standard. If a firewood storage area is not available at the rear of the house, wood must be stacked neatly. All new construction of Residences shall include a covered shed for storage of firewood if the Residence includes a wood burning stove or fireplace.

Section 7.13 Clotheslines Exterior clotheslines shall not be permitted unless screened from view.

Section 7.14 Firearms. Discharge of firearms within the Properties is prohibited.

Section 7.15 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual or customary in connection with the use, maintenance or construction of a private residence or appurtenant structures within the Properties.

Section 7.16 Excavation. No excavation for stone,



gravel or soil will be allowed on any Lot; provided, however, that Lots may be excavated to the extent required by construction plans approved by the Committee pursuant to Article V hereof.

Section 7.17 Parking and Vehicle Restrictions.

(a) All driveways and garages shall be maintained in a neat and orderly condition and garage doors shall not be left open unnecessarily.

(b) No motor vehicle shall be constructed, reconstructed or repaired within the Properties and no dilapidated or inoperable vehicle, including vehicles without wheel(s) or an engine, shall be stored on the Properties; provided however that the provisions of this Section shall not apply to emergency vehicle repairs or ordinary vehicle maintenance that can be accomplished in a few hours.

(c) Unused vehicles, (defined as a vehicle not used or moved for more than four (4) consecutive days) trailers, camper shells, boats, recreation vehicles, motor homes and similar equipment shall be stored in a garage or screened from view from the street or any neighboring Lot.

(d) No vehicles shall be permitted to drive or park on any beach within the Properties.

(e) No vehicle may be parked or otherwise stored in any area not intended for vehicle use. This includes lawns, backyards, or other areas not normally used by vehicles.

Section 7.18 Open Fires. No open fires shall be permitted on the beach portions of the Properties. Open fires on Lots for whatever purpose shall be managed by the Lot Owner in accordance with the County regulations and under the supervision of the local fire department. Nothing contained herein shall be construed to prohibit the use and enjoyment of barbecue fires on a Lot so long as the coals are contained in a conventional barbecue.

Section 7.19 Restriction on Further Subdivision and Severability. No Lot shall be further subdivided nor shall less than all of any such Lot be conveyed by an Owner thereof.

Section 7.20 Use of Private Streets in Common Area. Private streets shall not be used for recreational purposes, including "joy riding" or racing. Motorcycles, mopeds, or cars shall be allowed on such private streets only for ingress and egress.



Section 7.21 Beach Rules. The following rules shall be observed when using the beach area:

- (a) No overnight camping;
- (b) No fires, fireworks or firearms;
- (c) No chain saws; and
- (d) No motor vehicles beyond the parking area.

**ARTICLE VIII
Damage or Destruction**

Section 8.1 Damage or Destruction of Residences.

(a) Obligation to Rebuild or Clear Lot. If all or any portion of any Residence is damaged or destroyed by fire or other casualty it shall be the duty of the Owner of said Residence either to rebuild, repair or reconstruct said Residence or promptly clear the Lot of wood and other debris.

(b) Committee Approval. Any Owner who has suffered damage shall apply to the Committee for approval of plans for the reconstruction, rebuilding, or repair of the Residence. Application for such approval shall be made in writing together with full and complete plans, specifications, working drawings and elevations showing the proposed reconstruction and the end result thereof. The Committee shall grant such approval only if the design proposed by the Owner would result in a finished Residence that is in harmony with the exterior design of other Residences on the Properties and otherwise in compliance with the requirements of Articles IV through VI of this Declaration.

(c) Time Limitation. The Owner or Owners of any damaged Residence(s), shall be obligated to proceed with all due diligence within six months after the damage occurs and complete reconstruction within one year after the damage occurs, unless prevented by causes beyond his reasonable control or unless the Owner, upon written request to the Committee, is granted additional time to avoid unreasonable hardship.

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ARTICLE IX
Breach and Default

Section 9.1 Remedy at Law Inadequate. It is hereby expressly declared and agreed that the remedy at law to recover damages for the breach, default or violation of any of the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges or equitable servitude contained in this Declaration may be inadequate and that the failure of any Owner, tenant, occupant or user of any Lot, or any portion of the Common Area or Common Facilities, to comply with any provision of the this Declaration may be enjoined by appropriate legal proceedings instituted by any Owner, and/or the Committee.

Section 9.2 Nuisance. Without limiting the generality of the foregoing Section 9.1, the result of every act or omission whereby any covenant contained in this Declaration is violated in whole or in part is hereby declared to be a nuisance, and every remedy against nuisance, either public or private, shall be applicable against every such act or omission.

Section 9.3 Costs and Attorneys' Fees. In any action brought by any Owner of a Lot and/or the Committee because of any alleged breach or default by any other Owner under this Declaration, the Court may award to the prevailing party in any such action such attorneys' fees and other costs as it may deem just and reasonable.

Section 9.4 Cumulative Remedies. The Respective rights and remedies provided by this Declaration or by law shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or at different times, of any other such rights or remedies for the same or any different default or breach or for the same or any different failure of any Owner or others to perform or observe any provision of this Declaration.

Section 9.5 Failure Not a Waiver. The failure of any Owner or the Committee to enforce any of the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges or equitable servitude contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter, nor shall such failure result in or impose any liability upon IBIC or the Board, or any of its officers or agents.



Notwithstanding the foregoing, any act, omission, construction or use with prior Committee (or its predecessor) approval or under variance shall be deemed permitted and not subject to later enforcement for failure to comply.

ARTICLE X
Amendment of Declaration

Section 10.1 Amendment in General. This Declaration may be amended or revoked in any respect by the vote or assent by written ballot of the holders of not less than sixty-six and two-thirds percent (66 2/3%) of the voting power of the Owners.

Section 10.2 Effective Date of Amendment.
The amendment shall be effective upon the recording in the Office of the Recorder of Mendocino County of an instrument setting forth the terms thereof duly certified and executed by the Secretary of IBIC. Notwithstanding anything to the contrary herein contained, no such amendment shall affect the rights of the holder of any first deed of trust or mortgage recorded prior to the recording of such amendment.

Section 10.3 Reliance on Amendments. Any amendments made in accordance with the terms of this Declaration shall be presumed valid by anyone relying on them in good faith.

ARTICLE XI
Notices

Section 11.1 Mailing Addresses. Any communication or notice of any kind permitted or required herein shall be in writing and may be served, as an alternative to personal service, by mailing the same as follows:

If to any Owner: To the box number or to such other address as the Owner may from time to time designate in writing to IBIC.

If to IBIC: To the attention of the Board of Directors of IBIC at the box number or to such other address as IBIC may from time to time designate in writing to the Owner.

If to the Committee: To the attention of the Board of Directors of IBIC at the box number or to such other address as IBIC may from time to time designate in writing to the Owner.

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Section 11.2 Personal Service Upon Co-Owners and Others. Personal service of a notice or demand to one of the co-owners of any Lot, to any general partner of a partnership which is the Owner of Record of the Lot, or to any officer or agent for service of process of a corporation which is the Owner of Record of the Lot, shall be deemed delivered to all such co-owners, to such partnership, or to such corporation, as the case may be.

Section 11.3 Deposit in U.S. Mails. All notices and demands served by mail shall be by first class, registered or certified mail, with postage prepaid, and shall be deemed delivered 48 hours after deposit in the United States mail in Mendocino County, California.

ARTICLE XII Miscellaneous

Section 12.1 Term. The covenants, conditions, restrictions, limitations, reservations, grants of easement, rights, rights-of-way, liens, charges and equitable servitude contained in this Declaration shall run with, and shall benefit and burden the Lots and the Common Area as herein provided, and shall inure to the benefit of and be binding upon the Owners, IBIC, its Board of Directors, and its officers and agents, and their respective successors in interest, until December 31, 2007, after which time the same shall be automatically extended for successive periods of 10 years each unless, within six months prior to the expiration of the initial term or of any such 10-year extension period, a recordable written instrument, approved by at least a two-thirds majority of the Owners, terminating the effectiveness of this Declaration shall be filed for recording in the Office of the County Recorder of Mendocino County, California.

Section 12.2 Construction.

(a) Restrictions Construed Together. All of the covenants, conditions and restrictions of this Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Properties as set forth in the Recitals of this Declaration. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce that provision in a subsequent application or any other provision hereof.

(b) Restrictions Severable. Notwithstanding the provisions of subparagraph (a) above, the covenants, conditions and restrictions of this Declaration shall be deemed independent and



severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

(c) Gender and Number. As used in this Declaration, the singular shall include the plural and the plural the singular, unless the context requires the contrary, and the masculine, feminine or neuter gender shall each be deemed to include the others whenever the context so indicates.

(d) Captions. All captions or titles used in this Declaration are intended solely for convenience of reference and shall not affect the interpretation or application of that which is set forth in any of the terms or provisions of the Declaration.

(e) Exhibits. All exhibits attached hereto shall be deemed to be incorporated herein by reference.

DATED: Sept, 1998

MENDOCINO COAST PROPERTIES, OR ITS SUCCESSORS,

By Gordon Moore
(President)
GORDON MOORE

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STATE OF CALIFORNIA ___)

COUNTY OF MENDOCINO ___)

On Sept. 8, 1998 ___ before me, ___ KATHLEEN U. POLING _____,

personally appeared ___ GORDON MOOORES _____,

(X) 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 entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

Witness my hand and official seal.

Kathleen U. Poling
SIGNATURE OF NOTARY





DESCRIPTION

All that certain real property situated, lying and being in the County of Mendocino, State of California, more particularly described as follows, to wit:

Beginning at a 3/4 inch pipe from which the 1/4 corner between section 31, Township 14 North, Range 16 West, and Section 6, Township 13 North, Range 16 West, Mount Diablo Meridian, bears South 70° 51' 20" East, 4,011.66 feet; thence South 89° 55' 00" East, 380.13 feet to the westerly right-of-way line of California State Highway 1; thence South 01° 08' 12" West along said right-of-way line 193.08 feet; thence South 04° 12' 12" East, 937.09 feet; thence North 85° 57' 30" East, 32.70 feet; thence South 04° 04' 13" East, 697.60 feet; thence along the arc of a curve to the right, with a radius of 4980.00 feet, a central angle of 02° 09' 16", and a length of 187.26 feet; thence along the arc of a curve to the right, with a radius of 740.00 feet, a central angle of 18° 05' 26", and a length of 233.65 feet; thence along the arc of a curve to the left, with a radius of 620.00 feet, a central angle of 20° 35' 29", and a length of 22.82 feet; thence South 04° 25' 00" East, 270.61 feet; thence along the arc of a curve to the right, with a radius of 980.00 feet, a central angle of 01° 01' 00", and a length of 17.39 feet; thence South 03° 24' 00" East, 270.61 feet; thence along the arc of a curve to the left, with a radius of 820.00 feet, a central angle of 04° 17' 50", and a length of 61.50 feet; thence along the arc of a curve to the left, with a radius of 175.00 feet, a central angle of 67° 18' 10", and a length of 205.57 feet; thence South 75° 00' 00" East, 60.00 feet; thence along the arc of a curve to the left, with a radius of 330.28 feet, a central angle of 19° 48' 31", and a length of 114.19 feet; thence South 01° 56' 46" East, 13.47 feet; thence along the arc of a curve to the left, with a radius of 430.00 feet, a central angle of 16° 56' 32", and a length of 127.15 feet; thence South 18° 53' 18" East, 10.00 feet; thence North 71° 06' 42" East, 101.98 feet; thence South 89° 22' 42" East 106.62 feet; thence South 13° 39' 43" East, 175.42 feet to the center of Irish Gulch; thence downstream along the center of Irish Gulch to the high water mark of the Pacific Ocean; then northerly along the high water mark of the Pacific Ocean to a point that bears North 89° 55' 00" West, 510 feet, more or less from the point of beginning; thence South 89° 55' 00" East, 510 feet more or less to the point of beginning.

This is a perimeter description of Map of Unit One, Mendocino Coast Subdivision, recorded June 1, 1965, in Map Case 2, Drawer 4, Page 23, Serial No. 31630, Mendocino County Records.

EXHIBIT "A"

DESCRIPTION

..ll that certain real property situated, lying and being in the County of Mendocino, State of California, more particularly described as follows, to-wit:

BEGINNING at a 1/2 inch pipe from which the North quarter corner to Section 6, Township 13 North, Range 16 West, Mount Diablo Meridian bears South 89° 15' 32" East, 2,513.11 feet; thence South 05° 53' 46" East, 394.18 feet; thence South 72° 35' 41" West, 363.66 feet; thence South 17° 39' 40" East, 795.42 feet; thence North 70° 09' 52" East, 1,073.93 feet; thence on a curve to the right with a radius of 530.00 feet, a central angle of 09° 43' 54" and an arc length of 90.02 feet; thence North 79° 53' 46" East, 200.00 feet; thence on a curve to the right with a radius of 398.25 feet, a central angle of 13° 29' 23" and an arc length of 93.76 feet; thence on a curve to the left with a radius of 338.25 feet, a central angle of 11° 23' 09" and an arc length of 67.22 feet; thence North 82° 00' 00" East, 240.00 feet; thence on a curve to the left with a radius of 770.00 feet, a central angle of 05° 00' 00" and an arc length of 67.20 feet; thence North 77° 00' 00" East, 245.00 feet; thence on a curve to the right with a radius of 90.00 feet, a central angle of 89° 47' 46" and an arc length of 141.05 feet; thence on a curve to the left with a radius of 10.00 feet a central angle of 70° 20' 50" and an arc length of 12.28 feet; thence South 83° 33' 04" East, 291.45 feet; thence on a curve to the left with a radius of 75.00 feet, a central angle of 25° 25' 04" and an arc length of 33.27 feet; thence North 71° 01' 52" East, 153.30 feet; thence South 00° 12' 00" East, 230.00 feet; thence North 89° 48' 00" West, 280.00 feet; thence North 79° 00' 00" West, 183.99 feet; thence North 64° 17' 38" West, 59.10 feet; thence North 06° 30' 00" West, 134.53 feet; thence on a curve to the left with a radius of 34.98 feet, a central angle of 96° 30' 00" and an arc length of 58.92 feet; thence South 77° 00' 00" West 244.44 feet; thence on a curve to the right with a radius of 830.00 feet, a central angle of 05° 00' 00" and an arc length of 72.43 feet; thence South 82° 00' 00" West, 240.00 feet; thence along a curve to the right with a radius of 398.25 feet, a central angle of 11° 23' 09" and an arc length of 79.14 feet; thence along a curve to the left with a radius of 338.25 feet, a central angle of 13° 29' 23" and an arc length of 79.64 feet; thence South 79° 53' 46" West, 200.00 feet; thence along a curve to the left with a radius of 470.00 a central angle of 09° 43' 54" and an arc length of 79.83 feet; thence South 70° 09' 52" West, 160.13 feet; thence South 05° 00' 00" East, 160.18 feet; thence South 56° 44' 13" West, 95.89 feet; thence South 49° 37' 13" West, 119.60 feet; thence South 42° 27' 48" West, 83.20 feet; thence South 59° 36' 30" West, 407.74 feet; thence South 46° 49' 49" West, 245.67 feet; thence South 24° 06' 21" West, 86.69 feet; thence South 88° 18' 52" West, 297.46 feet; thence South 49° 41' 43" West, 109.54 feet; thence along a curve to the right with a radius of 360.00 feet, a central angle of 16° 56' 32" and an arc length of 106.45 feet; thence South 01° 56' 46" East, 16.47 feet; thence along a curve to the right with a radius of 290.28 feet, a central angle of 20° 12' 13" and an arc length of 102.36 feet; thence North 75° 00' 00" West, 50.00 feet; thence along a curve to the right with a radius of 135.00 feet; a central angle of 67° 18' 10" and an arc length of 158.58 feet; thence along a curve to the right with a radius of 780.00 feet, a central angle of 04° 17' 50" and an arc length of 58.50 feet; thence North 03° 24' 00" West, 270.61 feet; thence on a curve to the left with a radius of 1,020.00 feet, a central angle of 01° 01' 00" and an arc length of 18.10 feet; thence North 04° 25' 00" West, 270.61 feet; thence on a curve to the right with a radius of 580.00 feet, a central angle of 20° 35' 29", and an arc length of 208.45 feet; thence on a curve to the left with a radius of 780.00 feet, a central angle of 18° 05' 26" and an arc length of 246.28 feet; thence on a curve to the left with a radius of 5,020.00 feet, a central angle of 02° 09' 16" and an arc length of 188.76 feet; thence North 04° 04' 13" West, 312.85 feet; thence North 73° 04' 51" East, 765.14 feet to the point of beginning and containing 37.0 acres, more or less.

EXHIBIT "B"



BOUNDARY DESCRIPTION OF UNIT THREE,
MENDOCINO COAST SUBDIVISION

All that real property situated in Mendocino County, State of California, more particularly described as follows:

Beginning at a 1/2 inch pipe set to mark the southwest corner of Unit Three, Mendocino Coast Subdivision, from which the north quarter corner of Section 6, T13N R16W, MDM bears S 80° 12' 54" E, 1,609.52 feet; thence N 88° 51' 50" W, 1168.55 feet to a 1/2 inch pipe; thence N 19° 37' 49" W, 245.21 feet to a 1/2 inch pipe; thence S 79° 04' 33" W, 433.79 feet to a 1/2 inch pipe set in the easterly right of way line of State Highway One; thence along the said right of way the following courses:
N 04° 02' 30" W, 259.22 feet to a 1/2 inch pipe; N 00° 57' 35" E, 543.60 feet to a 1/2 inch pipe; N 09° 47' 37" E, 68.28 feet to a 1/2 inch pipe; thence leaving the said right of way S 89° 55' 00" E, 1,670.55 feet to a 3/4 inch pipe; thence S 00° 12' 00" E, 1,038.88 feet to the point of beginning, and containing 37.56 acres, more or less.

Subject to a 14 foot wide road easement on Lot 31, as recorded in Book 688, Page 667, M.C.R.

EXHIBIT "C"





DESCRIPTION

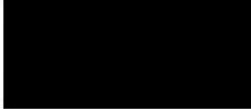
All that real property situated in Mendocino County, State of California, more particularly described as follows:

Lots 1 through 86 as numbered and designated upon the map of Unit No. Four, Mendocino Coast Subdivision, recorded May 15, 1968 in Map Case 2, Drawer 11, page 26 Mendocino County Records.

EXHIBIT "D"

**SITE EVALUATION REPORT
FOR
REVISED INDIVIDUAL SEWAGE DISPOSAL SYSTEM PROPOSAL**

Owner and Mailing Address:



Project Address:

15101 Malo Pass Road, Manchester

Assessor Parcel Number:

132-110-26

Location:

Highway 1 to Pomo Lake Drive in the Irish Beach Subdivision and follow to Mallo Pass Road and to the site. A map is attached.

Project Description:

This project was undertaken to revise a previously approved site evaluation report for a proposed one bedroom residence.

October 29th, 2021

CARL RITTIMAN & ASSOCIATES, INC.

PO Box 590 • Mendocino CA 95460

Phone 707-937-0804 • Fax 707-937-0575 • e-mail crit@mcn.org

SOIL CONDITIONS

MENDOCINO COUNTY Site Evaluation Report

Environmental Health

Site Address: 15101 MALLO PASS ROAD
City: MANCHESTER

Site Evaluator: C. Rittiman

APN: 132-110-26

Land Div. #: _____

Home phone: _____

Work phone: _____

Location Description: HWY 1 TO POMO LAKE DRIVE TO MALLO PASS RD + TO SITE. SEE MAP.

Project Description(# of bedrooms): 1 BEDROOM

Water Source: COMMUNITY WATER PROVIDED Distance to Wastewater System: -

	Initial Area	Expansion Area
Profile #	<u>P2(1993) + A1</u>	<u>P2(1993) + A2</u>
Slope (%)	<u>2-10</u>	<u>2-10</u>
Effective Soil Depth (IN)	<u>60</u>	<u>60</u>
Absorption System Type	<u>NON-STANDARD HIGHLINE</u>	<u>NON-STANDARD HIGHLINE</u>
Distribution Method	<u>PRESSURIZED LATERALS</u>	<u>PRESSURIZED LATERALS</u>
Soil Suitability Class	<u>2C</u>	<u>2C</u>
Soil Perc Rate (MPI)	<u>60</u>	<u>60</u>
Design App. Rate (G/SF/D)	<u>0.5</u>	<u>0.5</u>
Design Flow (G/D)	<u>150</u>	<u>150</u>
Absorption Area (SF)	<u>300</u>	<u>300</u>
Linear Area (SF/LF)	<u>5.0</u>	<u>5.0</u>
Total Trench (LF)	<u>67</u>	<u>61</u>
Trench Depth (IN)	<u>15</u>	<u>15</u>
Trench Width (IN)	<u>36</u>	<u>36</u>
Effective Absorption Depth (IN)	<u>12</u>	<u>12</u>

Tanks:	Septic Tank/ PUMP TANK	Pump Tank	Treatment Tank
Volume (GAL)	<u>1500</u>	_____	_____
Construction Material	<u>CONCRETE</u>	_____	_____

Trench Calculation: Design Flow ÷ Design App. Rate ÷ Linear Area = Total Trench(LF)

SEE ATTACHED CALC'S

Requested Waiver:(attach justification) SEE BACK TO DETCH

Special Design Features: _____

Site Evaluator's Statement: I hereby certify that I have examined the above designated site using approved procedures, and that to the best of my information, knowledge and belief it complies with all State and County requirements for an On-site Sewage System at the time of this evaluation.

Date: 10-29-21

(seal) Signed



Certified Professional
Soil Scientist
CARL A RITTIMAN
02859

PRIMARY LEACHFIELD AREA*:

Profile...P2 (1993) and A1

Slope...2-10%

Soil Depth...60 inches

System Design...Non-Standard Highline

Distribution Method...Pressurized Laterals

Soil Suitability Class...2C

Soil Percolation Rate...60 mpi

Design Application Rate...0.5 gal/sq ft/day

Wastewater Design Flow...150 gpd

Total Trench Length...67 feet

Number of Trenches...2

Individual Trench Length...Line 1: 47 feet; Line 2: 20 feet

Trench Depth...1.25 feet

Gravel Depth...1.0 foot

Trench Width...3.0 feet

* This system will be placed in the County's Non-Standard Systems Program

* Both leachfields to be installed at this time.

REPLACEMENT LEACHFIELD AREA*:

Profile...P2 and A2

Slope...2-10%

Soil Depth...60 inches

System Design...Non-Standard Highline

Distribution Method...Pressurized Laterals

Soil Suitability Class...2C

Soil Percolation Rate...60 mpi

Design Application Rate...0.5 gal/sq ft/day

Wastewater Design Flow...150 gpd

Total Trench Length...61 feet

Number of Trenches...2

Individual Trench Length...Line 1: 25 feet; Line 2: 36 feet

Trench Depth...1.25 feet

Gravel Depth...1.0 foot

Trench Width...3.0 feet

* This system will be placed in the County's Non-Standard Systems Program

* Both leachfields to be installed at this time.

REQUESTED WAIVER FOR:

OWNER: [REDACTED]
PROJECT ADDRESS: 15101 Mallo Pass Road, Manchester
APN: 132-110-26

WAIVER JUSTIFICATION:

I request that the required 50 foot setback distance between the edge of the leaching system and a seasonal drainage ditch be waived to 28 feet primary leachfield area and 18 feet inches for the replacement leachfield of this project. No seasonal watertable is anticipated. All other site criteria are met on this parcel. The permeable, well-drained soils beneath the proposed leaching system will adequately treat the sewage effluent before it reaches the seasonal ditch. The ditch is located upslope from the proposed leachfield areas and any movement of effluent will be away from the seasonal ditch. Also, the leachfields will be placed in the Non-Standard Systems Program and will be pressurized to ensure that no one area of the field becomes inundated with effluent. No wells or water sources are present within 100+ feet of the leachfield areas; public water is provided to all parcels in this subdivision.

My experience in similar situations leads me to conclude that the granting of this waiver will not negatively impact useable groundwater nor give rise to a nuisance condition.

I hereby certify that the foregoing facts are true and correct to the best of my knowledge, information, understanding and belief.

Site Evaluator: Carl Rittiman, C.P.S.S.

Signature: 

Date: 10.29.21

DEPUTY HEALTH OFFICER DETERMINATION:

I have determined, based on the above statement of information and my own knowledge after reviewing the conditions on the property in question, that public health will not be endangered nor water quality impaired as a result of the issuance of this waiver.

Deputy Health Officer Signature:

Date:

SOIL PROFILE P1

- 0-24" Very dark brown gravelly loam, strong subangular blocky structure, friable, very many roots, 20% hard rock fragments
- 24-60" Brown, yellowish brown and white gravelly sandy clay loam, strong angular blocky structure, friable to firm, few roots, about 30% of this horizon is un-weathered soft through hard weathering shale fragments, color pattern due to weathering parent material
- 60-84" Dark reddish brown, brown and black hard fractured sandstone, some soil in fractures, 20% of horizon is pockets of soft weathered sandstone that crushes easily to sandy loam
- 84" End of observation
- No groundwater observed 2/5/93 or anticipated.

SOIL PROFILE P2

- 0-21" Very dark brown loam, strong subangular blocky structure, friable, very many roots, 20% hard sandstone fragments
- 21-60" Light brown, light grayish brown and yellowish brown sandy clay loam, strong angular blocky structure, firm, few roots
- 60-106" Very pale brown, yellowish brown and brown sandy clay loam, weak angular blocky structure, firm, few roots, 25% of horizon is hard through soft weathering sandstone
- 106" End of observation
- Groundwater observed at 106 inches 2/5/93. This is the highest anticipated level of groundwater.

MENDOCINO COUNTY

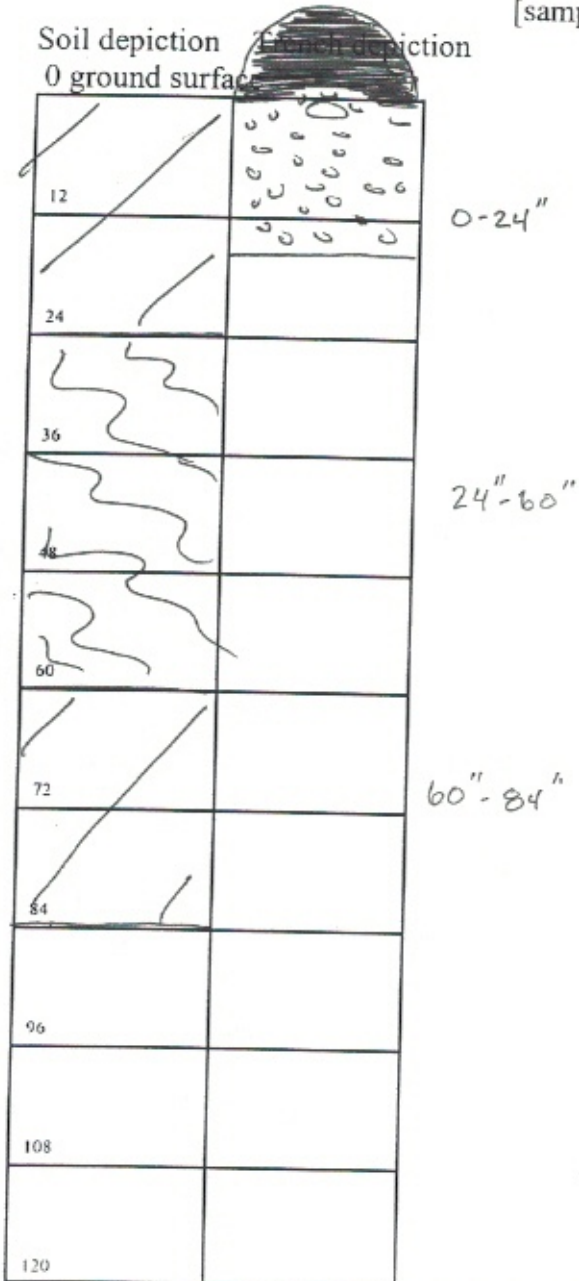
Soil Profile Description

Owner Name A. MICHAEL & J. LOMBARD
 Site Address 15101 MAULD PASS DRIVE
 APN 132-110-24
 Subdivision #

Division of Environmental Health

Test Date 2-5-93
 Recorded by C. RATTMAN
 Slope 7-10%
 Profile # PC

horizon depth range / color / mottles / gravel / texture / structure /
 consistence / roots / pores / boundary /
 [sample depth / texture zone / density / Avg. perc rate at this depth]



SEE ATTACHED
 DESCRIPTION

I certify the test was carried out by the procedures specified by the Mendocino County Division of Environmental Health. I declare under penalty of perjury that the foregoing is true and correct.

Signed: C. Rattman

MENDOCINO COUNTY

Soil Profile Description

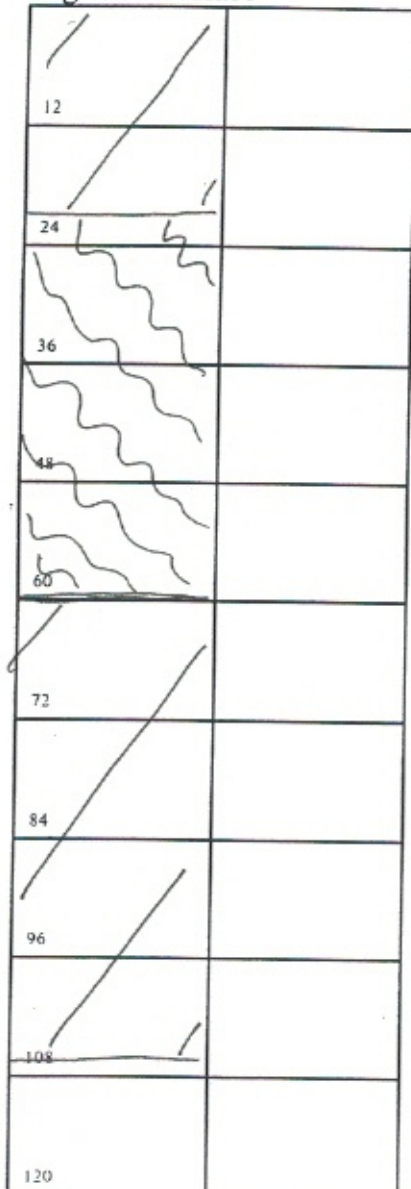
Owner Name *A. MICHAEL & J. LOMBARDO*
 Site Address *15701 MAULD PASS DRIVE*
 APN *132-110-26*
 Subdivision #

Division of Environmental Health

Test Date *2-5-93*
 Recorded by *C. Pittman*
 Slope *2.5%*
 Profile # *P2*

horizon depth range / color / mottles / gravel / texture / structure /
 consistence / roots / pores / boundary /
 [sample depth / texture zone / density / Avg. perc rate at this depth]

Soil depiction Trench depiction
 0 ground surface



SEE ATTACHED DESCRIPTION!

0-21"

21"-60"

60"-106"

I certify the test was carried out by the procedures specified by the Mendocino County Division of Environmental Health. I declare under penalty of perjury that the foregoing is true and correct.

Signed: *Carl Pittman*



WORK SHEET FOR SOIL TEXTURE

NAME Lombard DATE 11/9/92
 ADDRESS _____
 SITE LOCATION _____

 A.P.# _____

Sample number	P1	P2		
Slake Test (Pass or Fail)	PASS	PASS		
Depth	24-60"	21-60"		
A. Oven dry wt. (gm)	50	50		
B. Starting time (hr:min)	11:33			
C. Temp @ 40 sec (°F.)	72	72		
D. Hydrometer reading @ 40 sec (gm/l)	29.0	27.0		
E. Composite correction (gm/l)	5.7	5.7		
F. True density @ 40 sec (gm/l) D.-E.	23.3	21.3		
G. Temp @ 2 hrs. (°F.)	61	61		
H. Hydrometer reading @ 2 hrs. (gm/l)	20.0	17.0		
I. Composite correction (gm/l)	7.9	7.9		
J. True density @ 2 hrs. (gm/l) H.-I.)	12.1	9.1		
K. % Sand = $100 - [(F. + A.) \times 100]$	53.4	57.4		
L. % Clay = $(J. + A.) \times 100$	24.2	18.3		
M. % Silt = $100 - (K. + L.)$	22.4	24.7		
N. Mt. coarse particles retained (gm)				
O. Mt. of total sample, oven dry (gm)				
P. % Coarse particles $(N. + O. \times 100)$				
Q. Bulk Density (gm/cc)				
R. Adjusted Sand (%)				
S. Adjusted Clay (%)				
T. Adjusted Silt (%)				

SOIL PERCOLATION SUITABILITY CHART ZONE

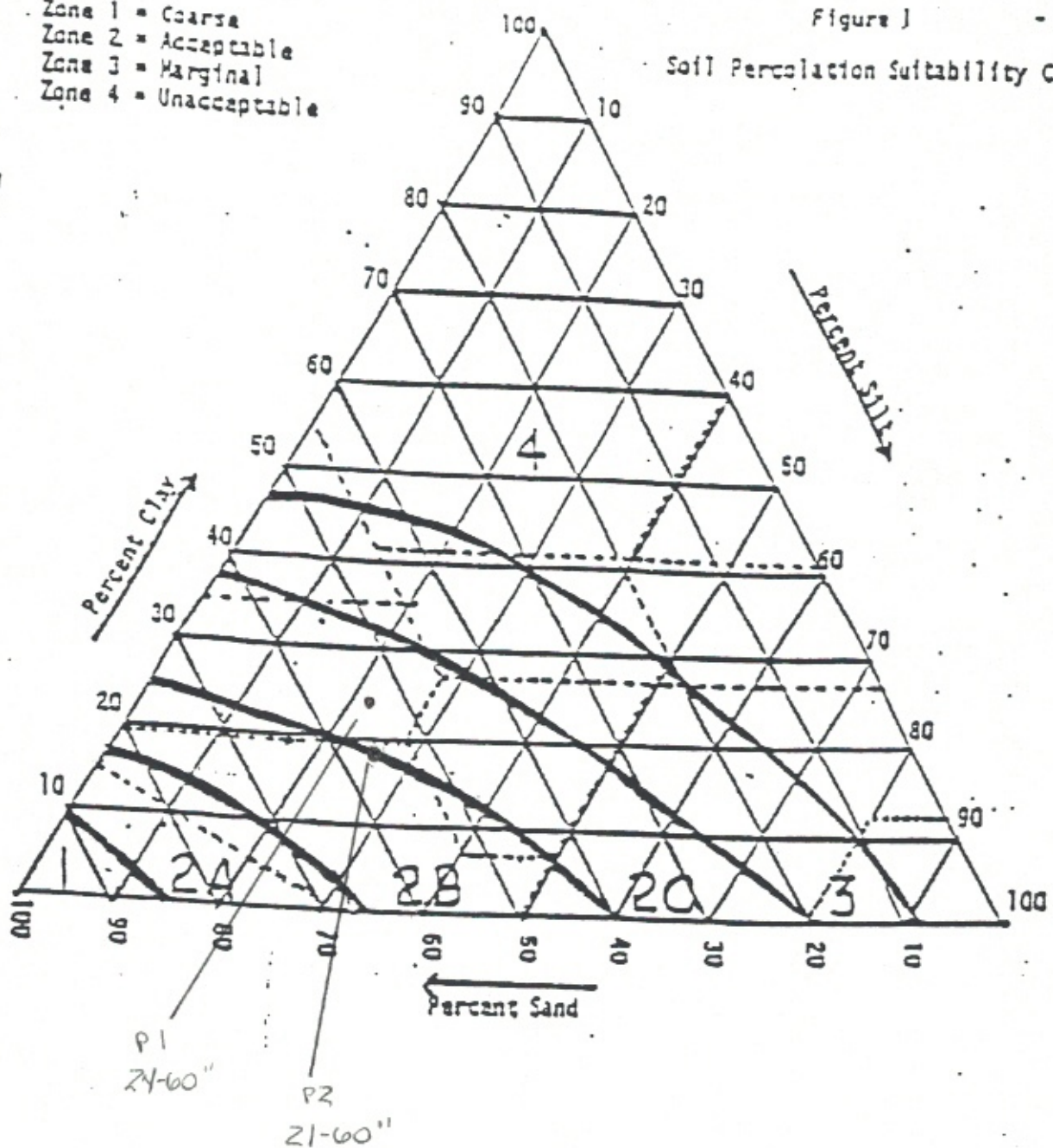
ZC

ZB/ZC

- Zone 1 = Coarse
- Zone 2 = Acceptable
- Zone 3 = Marginal
- Zone 4 = Unacceptable

Figure J

Soil Percolation Suitability Chart



Instructions:

1. Plot texture on triangle based on percent sand, silt, and clay as determined by hydrometer analysis.
2. Adjust for coarse fragments by moving the plotted point in the sand direction and additional 2% for each 10% (by volume) of fragments greater than 2mm in diameter.
3. Adjust for compactness of soil by moving the plotted point in the clay direction an additional 1% for soils having a bulk density greater than 1.7 gm/cc.

Notes: For soils falling in sand, loamy sand or sandy loam classification bulk density analysis will generally not affect suitability and analysis not necessary.



COUNTY OF MENDOCINO

DIVISION OF ENVIRONMENTAL HEALTH

PERCOLATION TEST DATA REPORT

Proposed Subdivision Name LOMBARD		Number 41	Date Received
Owner		Field Check Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Address		Date _____ Time _____	
City _____	Phone No. _____	Remarks	
Water Supply Private <input type="checkbox"/> Public <input type="checkbox"/>	Lot Sizes		
Type Soil	Test Date		
Recording Surveyor or Engineer			
Address _____		Public Health Sanitarian	
		Phone No. _____	

See Instructions on Reverse Side Before Commencing Test

Hole Number	Lot Number	Depth	Water Level After Presoak	Starting Time	1 st Adjustment		2 nd Adjustment		3 rd Adjustment		4 th Adjustment		Calculate Rate From This Drop	
					Inches Water Added	Time	Inches Water Added	Time	Inches Water Added	Time	Inches Water Added	Time	Amount Final Drop	Calculated Rate (Inches per hr)
					<i>Adjust Water Level to 6" Above Gravel</i>									
1		30"		10:51	6.0	11:06	6.0	11:21	6.0	11:36	6.0	11:51		
2		↓		10:53	6.0	11:08	6.0	11:23	6.0	11:38	5.75	11:53	→	→
3		↓		10:55	5.5	11:10	4.75	11:25	4.25	11:40	4.0	11:55		
4		↓		11:01	6.0	11:16	6.0	11:31	6.0	11:46	5.75	12:01	→	→
5		↓		11:03	1.5	11:18	1.0	11:33	3.0	12:33	2.5	1:33		
6		↓		11:04	0	11:19	.25	11:34	.25	12:34	.5	1:34	→	→

Date 2/5/93

CERTIFICATION:

I certify the test(s) was (were) carried out by the procedure(s) specified by the Mendocino County Health Department.

I declare under penalty of perjury that the foregoing is true and correct.

Signed: *Carl [Signature]*

License No. _____



COUNTY OF MENDOCINO

DIVISION OF ENVIRONMENTAL HEALTH

PERCOLATION TEST DATA REPORT

Proposed Subdivision Name <u>Lomgaard</u>		Number <u>2</u>	Date Received
Owner		Field Check Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Address		Date _____ Time _____	
City _____	Phone No. _____	Remarks	
Water Supply Private <input type="checkbox"/> Public <input type="checkbox"/>	Lot Sizes		
Type Soil	Test Date		
Recording Surveyor or Engineer			
Address _____		Public Health Sanitarian	

See Instructions on Reverse Side Before Commencing Test

Hole Number	Lot Number	Depth	Water Level After Percolation	Starting Time	1st Adjustment		2nd Adjustment		3rd Adjustment		4th Adjustment		Calculate Rate From This Drop	
					Inches Water Added	Time	Inches Water Added	Time	Inches Water Added	Time	Inches Water Added	Time	Amount Final Drop	Calculated Rate (Inches per hr)
1		30"			6.0	12:06	6.0	12:21	5.75	12:36	5.75	12:51		
2					5.75	12:08	5.75	12:23	5.75	12:38	5.75	12:53		
3					3.75	12:10	3.75	12:25	3.5	12:40	3.5	12:55		
4					5.75	12:16	5.75	12:31	5.5	12:46	5.5	1:01		
5					2.5	2:33	2.5	3:33						
6					.5	2:34	.5	3:34						

Adjust Water Level to 6" Above Gravel

Date 2/5/93

CERTIFICATION:

I certify the test(s) was (were) carried out by the procedure(s) specified by the Mendocino County Health Department.

I declare under penalty of perjury that the foregoing is true and correct.

Signed: _____

License No. _____



COUNTY OF MENDOCINO

DIVISION OF ENVIRONMENTAL HEALTH

PERCOLATION TEST DATA REPORT

Proposed Subdivision Name <u>HOMBARD</u>	Number <u>43</u>	Date Received
Owner		Field Check Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address		Date _____ Time _____
City _____ Phone No. _____		Remarks
Water Supply Private <input type="checkbox"/> Public <input type="checkbox"/>	Lot Sizes	
Type Soil _____	Test Date	
Recording Surveyor or Engineer		
Address _____ Phone No. _____		Public Health Sanitarian

See Instructions on Reverse Side Before Commencing Test

Hole Number	Lot Number	Depth	Water Level After Presoak	Starting Time	1st Adjustment		2nd Adjustment		3rd Adjustment		4th Adjustment		Calculate Rate From This Drop	
					Inches Water Added	Time	Inches Water Added	Time	Inches Water Added	Time	Inches Water Added	Time	Amount Final Drop	Calculated Rate (Inches per hr)
1		30			5.75	1:06	5.75	1:21	5.75	1:36	5.75	1:51		
2					5.5	1:08	5.5	1:23	5.25	1:38	5.25	1:53		
3					3.25	1:10	3.25	1:25	3.25	1:40	3.25	1:55		
4					5.5	1:16	5.5	1:31	5.5	1:46	5.25	2:01		
5														
6														

Adjust Water Level to 6" Above Gravel

Date 2/5/93

CERTIFICATION:

I certify the test(s) was (were) carried out by the procedure(s) specified by the Mendocino County Health Department.

I declare under penalty of perjury that the foregoing is true and correct.

Signed: _____

License No. _____



COUNTY OF MENDOCINO

DIVISION OF ENVIRONMENTAL HEALTH

PERCOLATION TEST DATA REPORT

Proposed Subdivision Name <u>LOMBARD</u>		Number <u>AN</u>	Date Received
Owner		Field Check Yes _____ No _____	
Address		Date _____ Time _____	
City	Phone No.	Remarks	
Water Supply Private _____ Public _____	Lot Sizes		
Type Soil	Test Date		
Recording Surveyor or Engineer			
Address		Public Health Sanitarian	

See Instructions on Reverse Side Before Commencing Test

Hole Number	Lot Number	Depth	Water Level After Presoak	Starting Time	1st Adjustment		2nd Adjustment		3rd Adjustment		4th Adjustment		Calculate Rate From This Drop	
					Inches Water Added	Time	Inches Water Added	Time	Inches Water Added	Time	Inches Water Added	Time	Amount Final Drop	Calculated Rate (Inches per hr)
1		30			5.5	2:06	5.5	2:21	5.5	2:36	5.5	2:51	5.5	22.0
2					5.25	2:08	5.25	2:23	5.25	2:38	5.25	2:53	5.25	21.0
3					3.25	2:10	3.25	2:25	3.25	2:40	3.25	2:55	3.25	13.0
4					5.25	2:16	5.0	2:31	5.0	2:46	5.0	3:01	5.0	20.0
5													2.5	2.5
6													.5	.5
														79.2 6 <u>13.2</u>

measured rate = 13.2 inches / hour
 design rate = 5.0 inches / hour
 = 12 minutes / inch

Date 3/5/93

CERTIFICATION:

I certify the test(s) was (were) carried out by the procedure(s) specified by the Mendocino County Health Department.

I declare under penalty of perjury that the foregoing is true and correct.

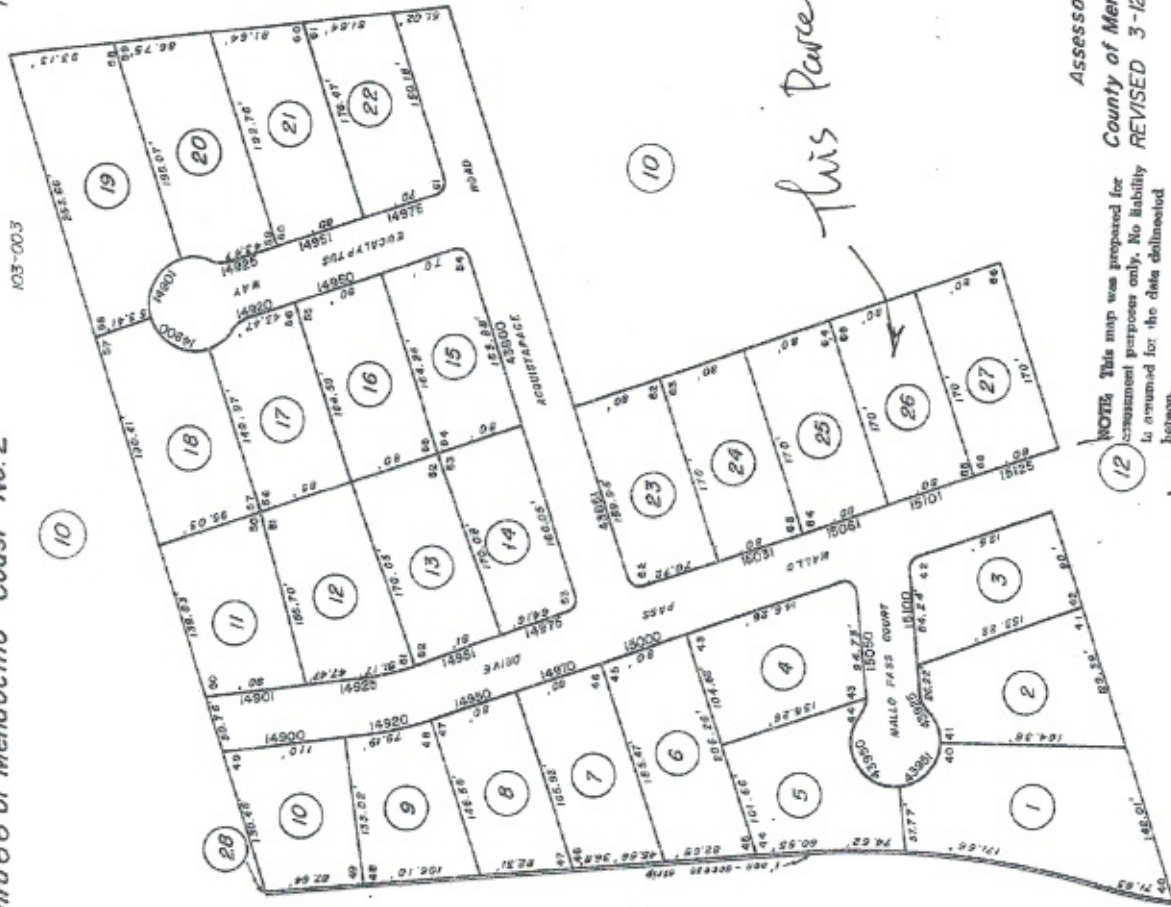
Signed: Cal Hill

License No. _____

MAPS

Lots 40 thru 66 of Mendocino Coast No. 2

132-11



Assessor's Map
 County of Mendocino, Calif.
 REVISED 3-12-87

NOTE: This map was prepared for assessment purposes only. No liability is assumed for the data delineated hereon.

ROMO LAKE DR

This Parcel

10

10

12

04

* SEE PROPOSAL FOR ALL DESIGN NOTES + DETAILS

N/A
1" = 20'

⊙ = SOIL PROFILE

INTERMITTENT DRAINAGE

50 FOOT SETBACK

APPROXIMATE WATER TABLE LOCATION

EXTENT OF TOPSOIL COVER
PRESSURIZED HIGHLINE LEACHFIELD AS DESCRIBED, PRIMARY FIELD + REPLACEMENT AREA

1500 GALLON CONCRETE SEPTIC TANK / PUMP CHAMBER

POSSIBLE LOCATION OF ONE BEDROOM RESIDENCE



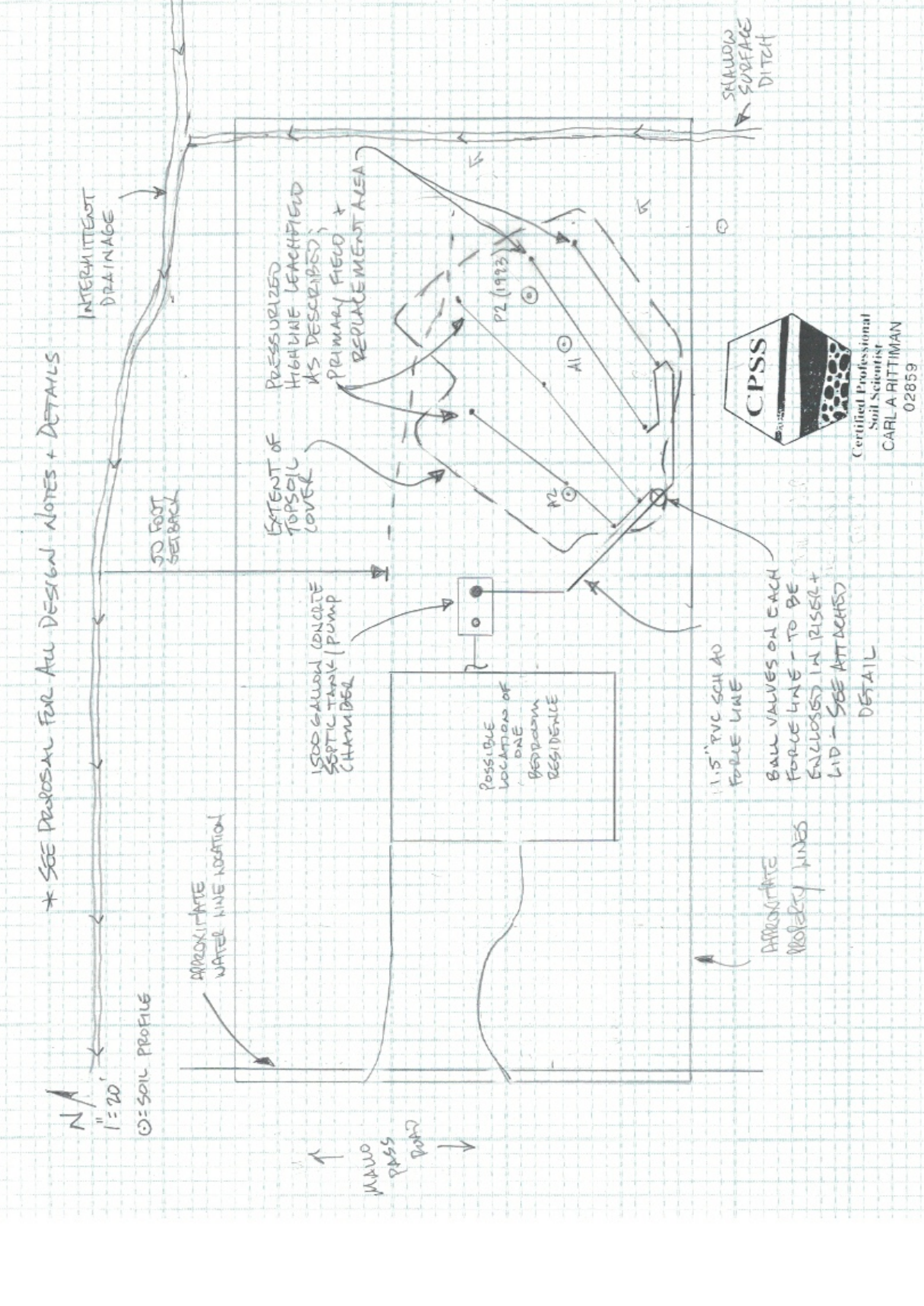
Certified Professional
Soil Scientist
CARL A. RITTMAN
02859

1.5" PVC SCH 40 FORCE LINE
BALL VALVES ON EACH FORCE LINE - TO BE ENCLOSED IN RISER + LID - SEE ATTACHED DETAIL

APPROXIMATE PROPERTY LINES

SHALLOW SURFACE DITCH

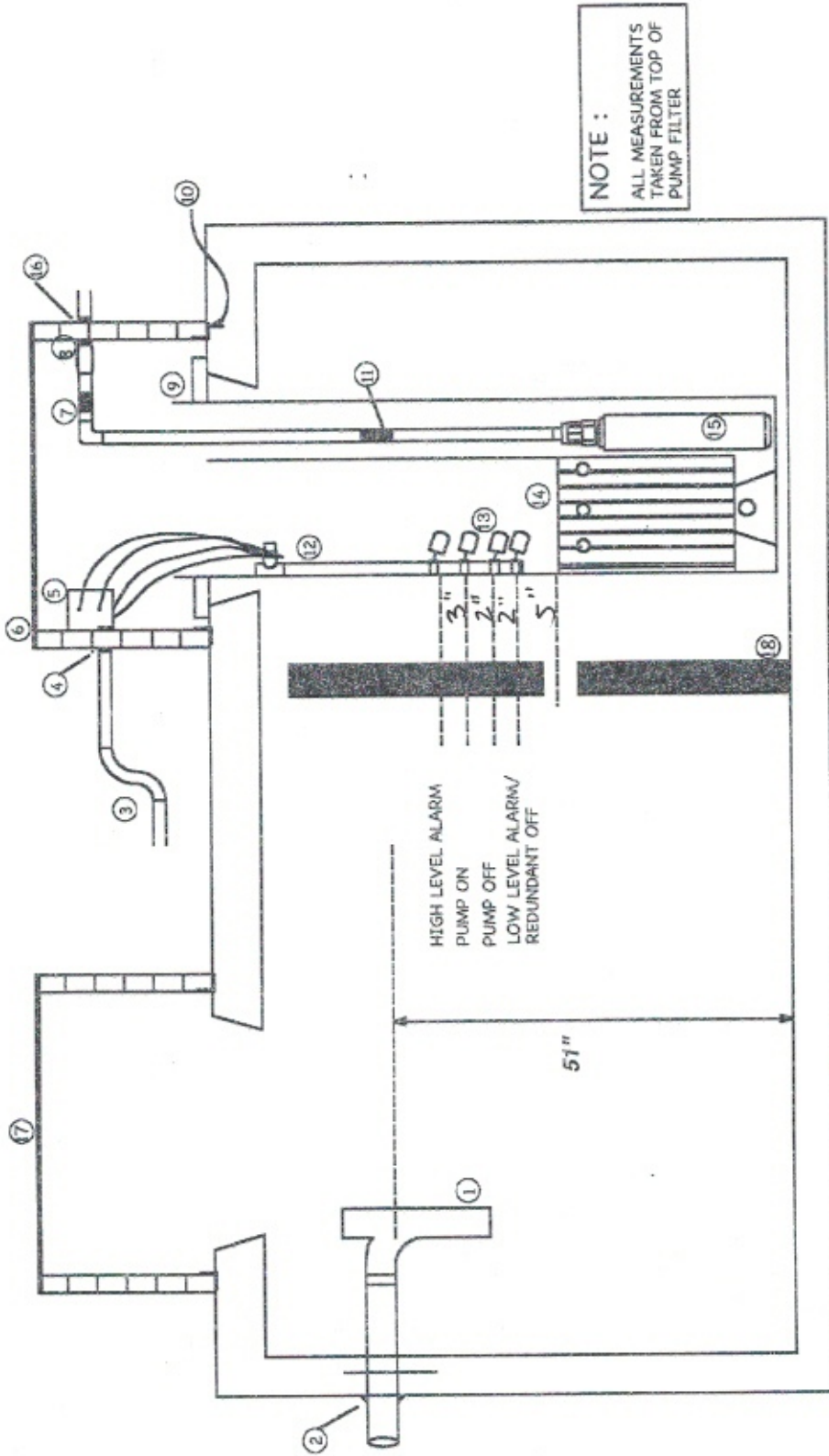
MANHO
PASS
PORT



SEWAGE SYSTEM DETAILS

REDWOOD VALLEY 1500 GAL. CONCRETE SEPTIC TANK/ PUMP CHAMBER WITH BIOTUBE PUMP VAULT

N.T.S.



NOTE:
ALL MEASUREMENTS
TAKEN FROM TOP OF
PUMP FILTER

- 1. STANDARD INLET TEE
- 2. WATERPROOF NON SHRINK GROUT OR CAST IN COUPLING TO BE USED
- 3. CONDUIT TO POWER SOURCE
- 4. WATERPROOF GROMMET
- 5. ELECTRICAL SPLICE BOX WITH WATERPROOF CORD GRIPS
- 6. 30" O.S.I. PVC RISER AND FIBERGLASS LTD WITH STAINLESS STEEL BOLTS AND GASKET
- 7. UNION
- 8. BALL VALVE
- 9. SUPPORT PIPES
- 10. RISERS TO BE BONDED TO TANK IN A WATERPROOF MANNER
- 11. CHECK VALVE
- 12. FLOAT ASSEMBLY BRACKET
- 13. FLOATS
- 14. O.S.I. 12" DIAM. BIOTUBE VAULT
- 15. EFFLUENT PUMP
- 16. WATERPROOF GROMMET
- 17. 24" O.S.I. PVC RISER AND LTD WITH STAINLESS STEEL BOLTS AND GASKET
- 18. CONCRETE TANK BAFFLE

HIGH LEVEL ALARM
PUMP ON
PUMP OFF
LOW LEVEL ALARM/
REDUNDANT OFF

51"

CONTROL PANEL MOUNTING

NTS

3/4" MARINE GRADE
PLYWOOD OR
REDWOOD---
4" MIN. LARGER
THAN CONTROL
PANEL

CONTROL PANEL
MOUNTED ON
PLYWOOD OR
REDWOOD

6" x 6" REDWOOD
OR PRESSURE TREATED
POST

NATIVE
GRADE

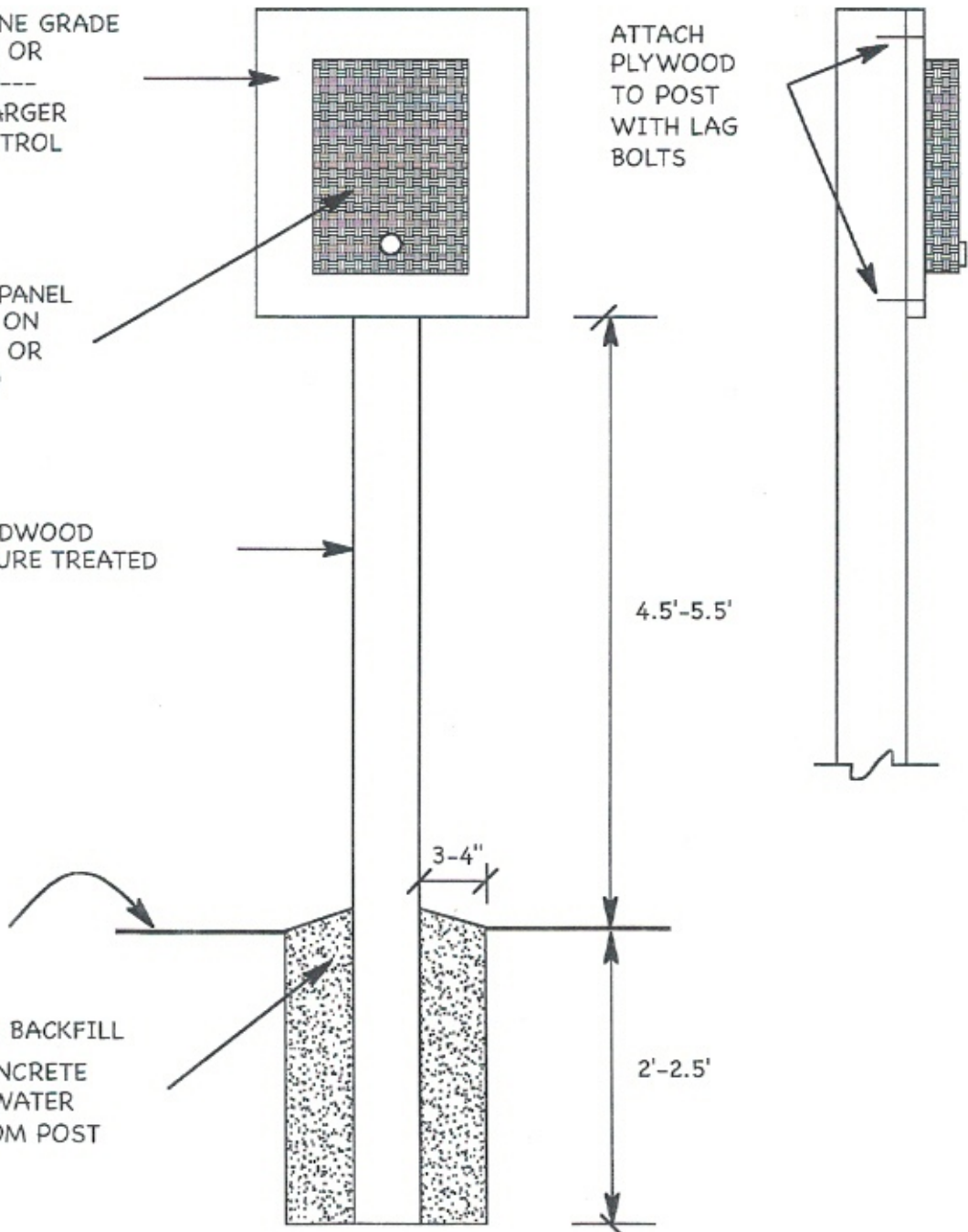
CONCRETE BACKFILL
SLOPE CONCRETE
TO SHED WATER
AWAY FROM POST

ATTACH
PLYWOOD
TO POST
WITH LAG
BOLTS

4.5'-5.5'

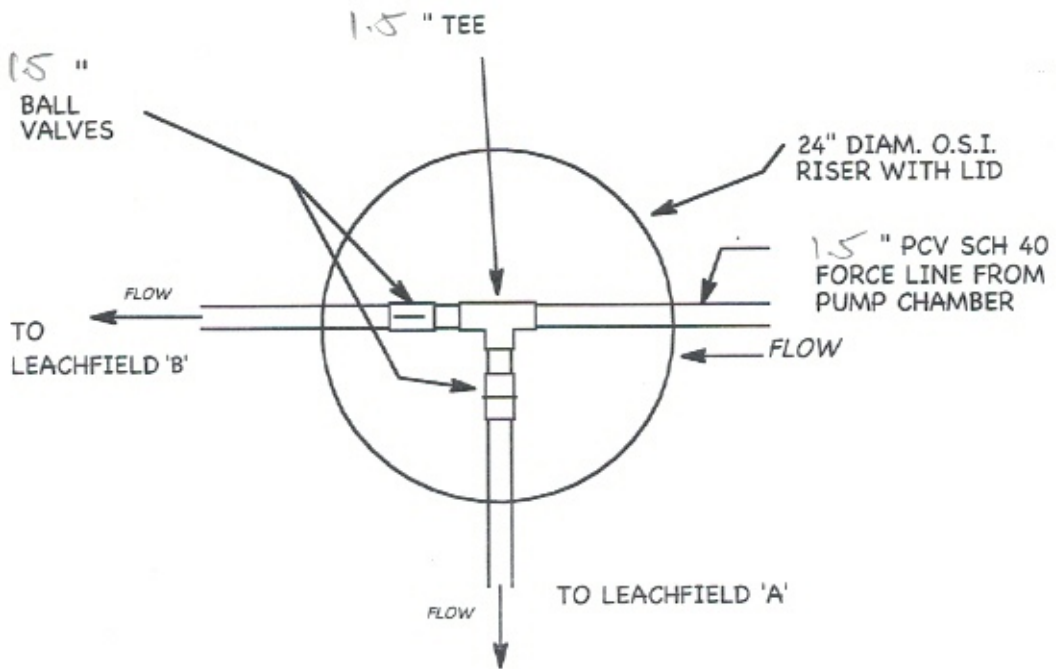
2'-2.5'

3-4"

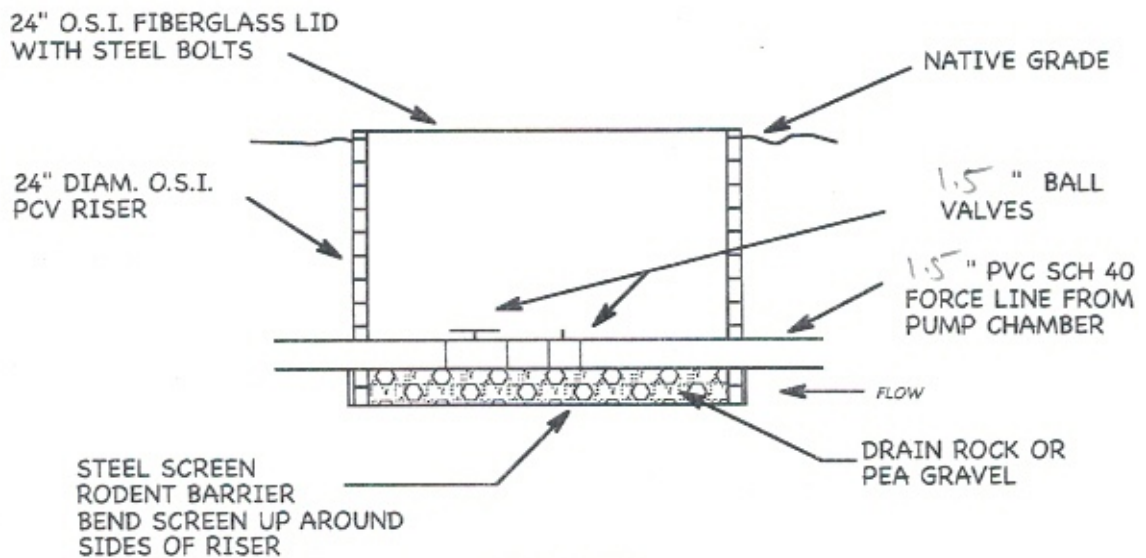


FORCE LINE BALL VALVE DETAIL

NTS



TOP VIEW



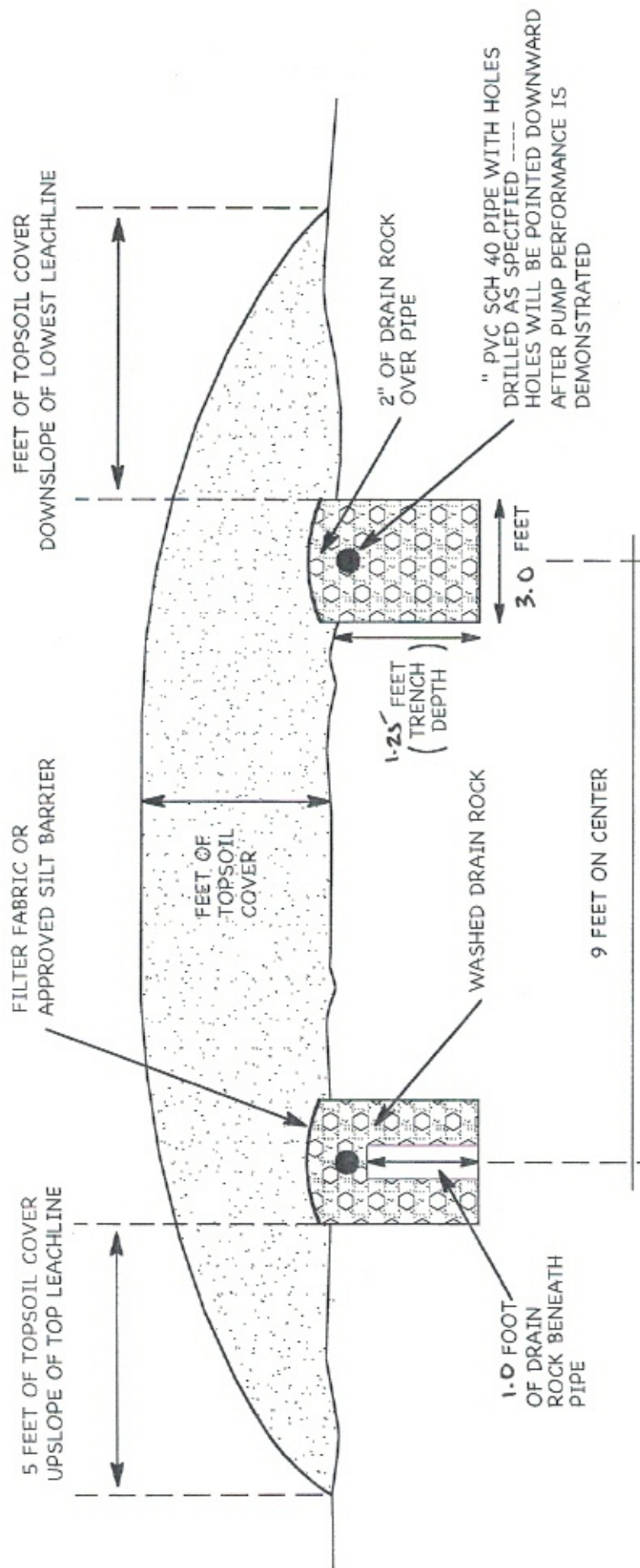
X-SECTION

HIGHLINE LEACHFIELD

NTS

PRESSURIZED LATERALS

SLOPE →



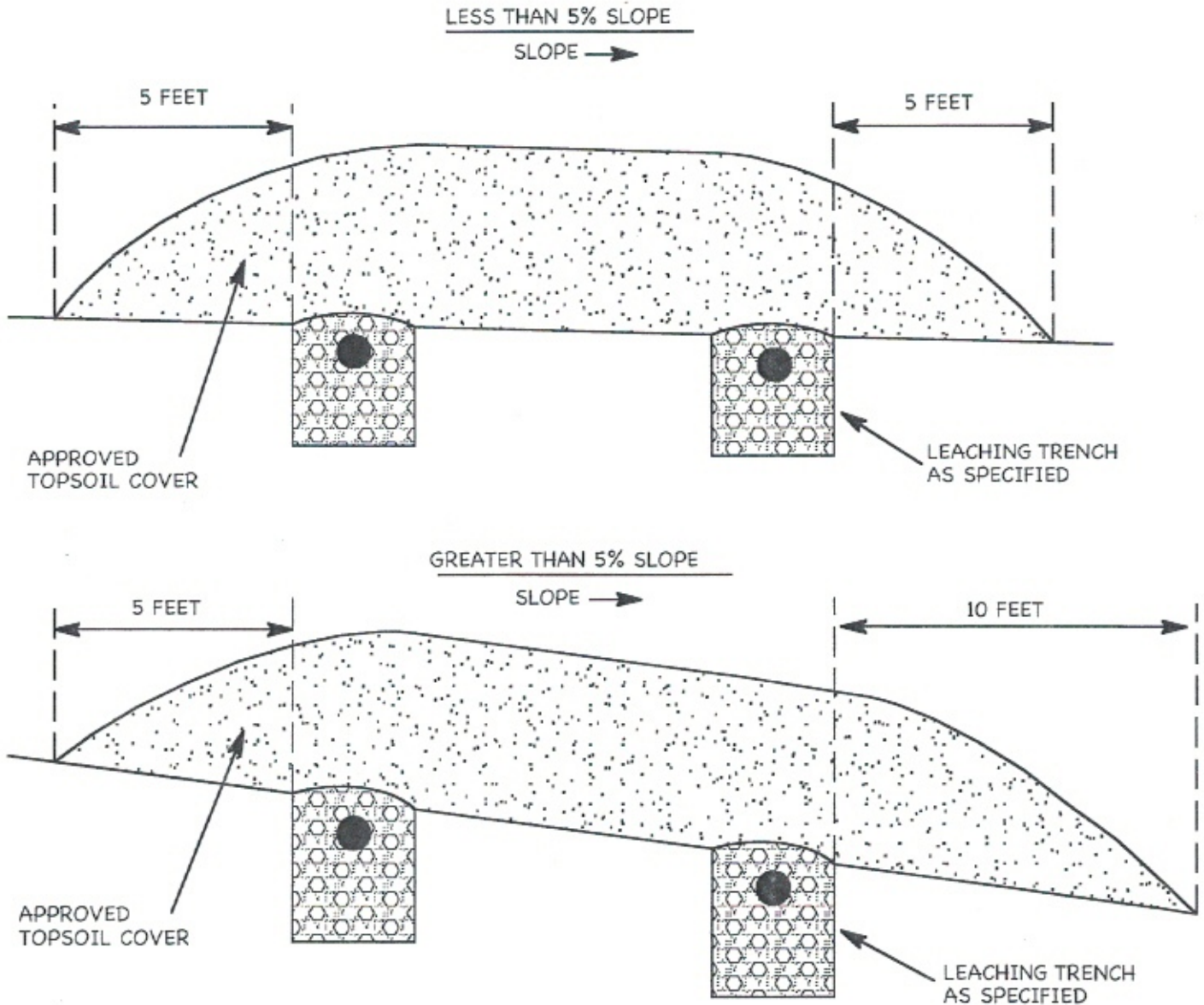
*** MAXIMUM SLOPE ALONG THE TRENCH OF 3"/100'

*** REFER TO LEACHFIELD NOTES FOR ALL CONSTRUCTION SPECIFICATIONS

*** ACTUAL NUMBER OF LEACHING TRENCHES MAY VARY FROM ABOVE DRAWING. SEE PROPOSAL FOR DESIGN SPECIFICATIONS

HIGHLINE TOPSOIL COVER DETAIL

NTS



** REFER TO COMPLETE PROPOSAL FOR TRENCH CONFIGURATION AND TOPSOIL COVER SPECIFICATIONS

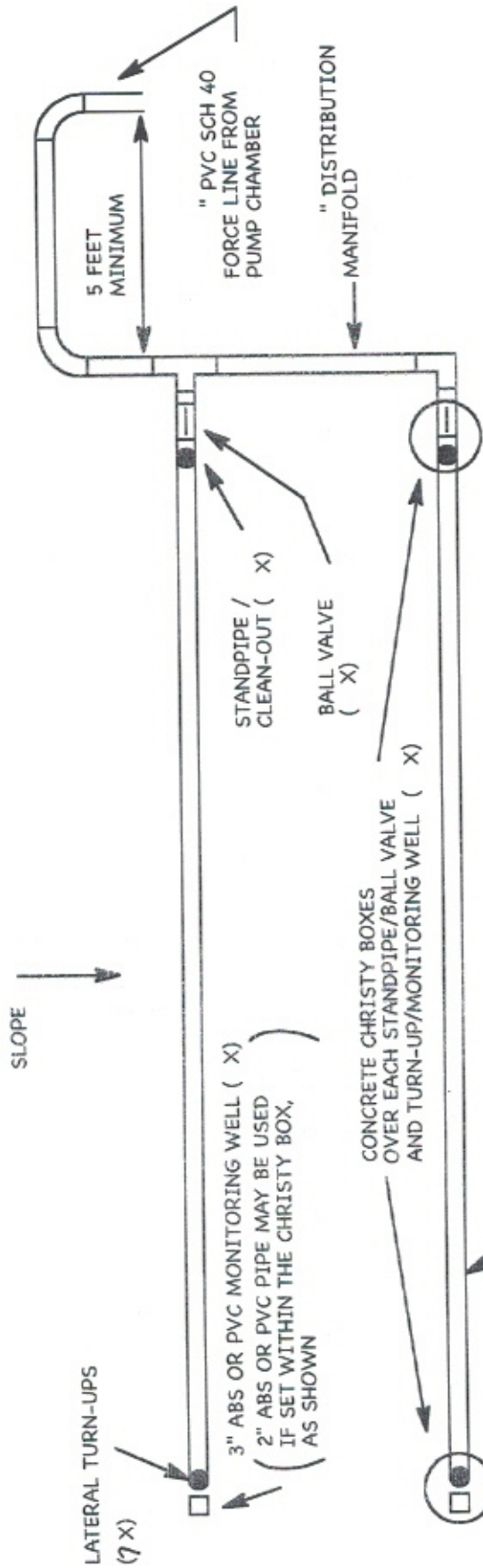
** GROUND SURFACE TO BE TILLED PRIOR TO FILL PLACEMENT. SEE PROPOSAL FOR SPECIFICATIONS

** ACTUAL NUMBER OF LEACHING TRENCHES MAY VARY FROM DRAWING. SEE PROPOSAL FOR DESIGN SPECIFICATIONS

** REFER TO LEACHFIELD NOTES FOR ALL CONSTRUCTION SPECIFICATIONS

LATERAL DETAIL (TOP VIEW)

NTS



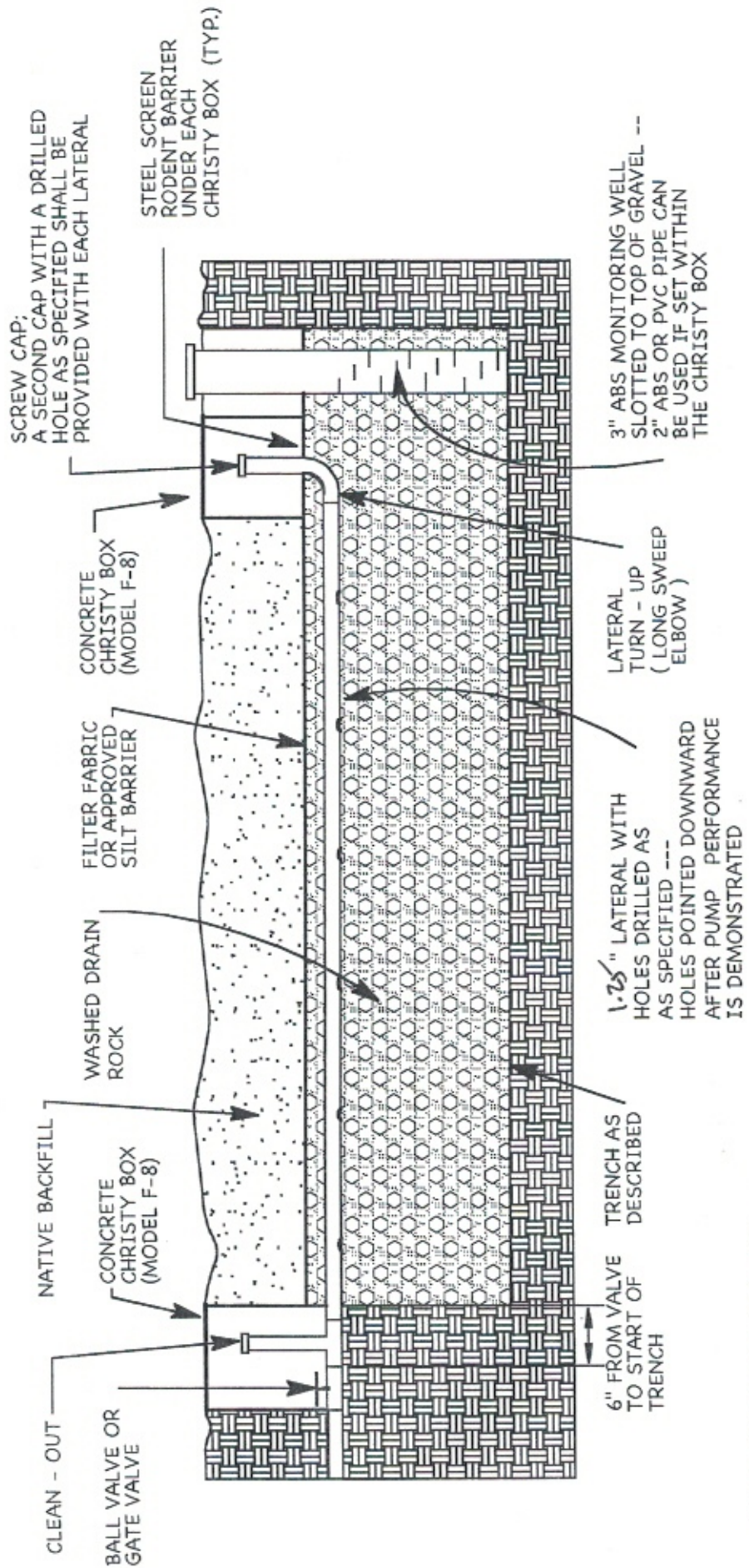
" PVC SCH 40 LATERALS WITH HOLES DRILLED AS SPECIFIED; HOLES POINTED DOWN AFTER PUMP PERFORMANCE IS DEMONSTRATED

***SEE ATTACHED PLAN FOR REQUIRED LATERAL LENGTH, PIPE DIAMETER AND PLAN SPECIFICATIONS

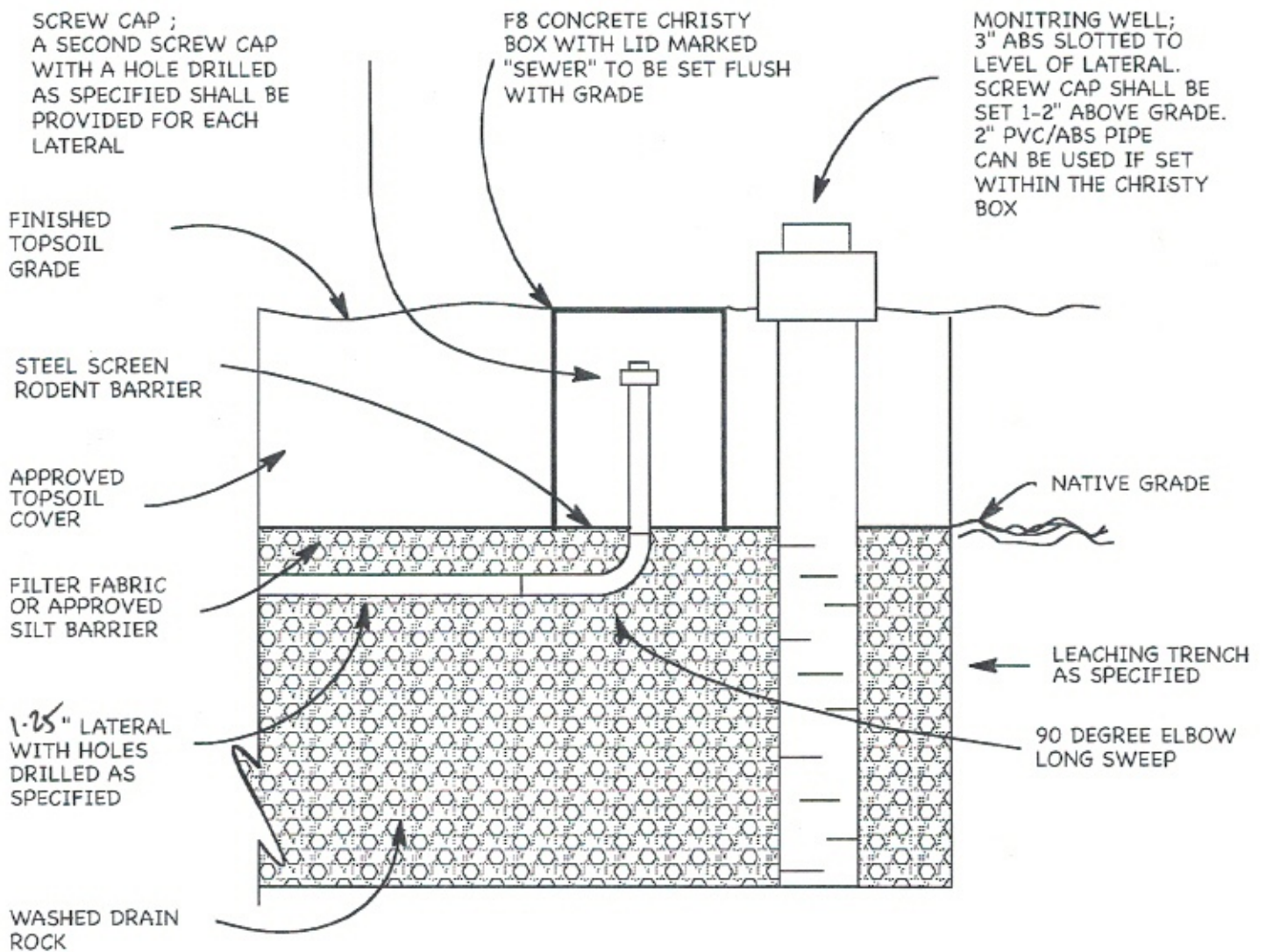
For Primary Leachfield; Duplicate for Replacement Field

HIGHLINE LATERAL DETAIL (SIDE VIEW)

NTS



*** SEE ATTACHED PLAN FOR LATERAL LENGTH, PIPE DIAMETER, AND PLAN SPECIFICATIONS



MONITORING WELL AND LATERAL TURN-UP DETAIL FOR HIGHLINE TRENCH

NTS

APPENDIX A
PROPOSAL ABSTRACT

PROPOSAL ABSTRACT:

This parcel is located in the Irish Beach subdivision in Manchester and is accessed off of Mallo Pass Road. The parcel is currently undeveloped.

A SER was prepared for this parcel in 1993 and a Modified Highline leachfield sized to accommodate two bedrooms was proposed and approved. The SER was revised in 2003 and a Highline primary leachfield was approved and the system was sized to accommodate two bedrooms. The approved replacement area consisted of a drip tubing leachfield (in order to reduce the area needed for the replacement area) and the system was located 15 feet from a seasonal surface ditch.

The current owner of the parcel would like to proceed with developing the parcel at this time. The setback to the Irish Beach water main encroached into the approved primary leachfield area. Soil conditions were observed upslope of the approved primary field to determine if the the primary field can be shifted upslope but conditions were found to be shallow to fractured rock. This proposal suggests that the leachfield areas will be located at soil profile P2. Two confirming soil profiles were observed in the area of P2 and similar subsoils were observed as originally reported.

The proposed replacement area will be located within 18 feet of the seasonal surface ditch to the east of the parcel and the primary leachfield shall be 28 feet from the ditch. The systems will be placed in the County's Non-Standard System Program. It is proposed that both leachfield areas be constructed as access for future construction will be difficult after the residence is constructed.

A Pressurized Non-Standard Highline leachfield is proposed for both the primary and replacement leachfield area. The system is sized to accommodate a total of two bedrooms.

APPENDIX B
CALCULATIONS

LEACHING TRENCH CALCULATIONS:

Soils, which fall into Soil Percolation Suitability Zone 2C, will be assigned a soil application rate of 0.5 gallons per square foot per day. Thus, the assigned daily waste water flow of 150 gallons per day, (gpd), can be applied to the soil at this rate:

$$150 \text{ gpd} \div 0.5 \text{ gal/sq ft/day} = 300 \text{ square feet of infiltrative surface required.}$$

The proposed trench configuration provides an allowable 5.0 square feet of leaching area per lineal foot of trench:

$$300 \text{ sq ft} \div 5.0 \text{ sq ft/lineal foot} = 60 \text{ lineal feet.}$$

2 leachlines are proposed for a total of 67 feet for the primary leachfield.

2 leachlines are proposed for a total of 61 feet for the replacement area.

PUMP SYSTEM SPECIFICATIONS: Calculations

Primary leachfield

Supply Line	1.5" PVC SCH 40*
Supply Line Length	50 feet*
Manifold Placement	End feed
Number of Laterals	2
Lateral Length	Line 1: 47 feet; Line 2: 20 feet
Lateral Diameter	1.25" PVC SCH 40
Lateral Spacing	9-10 feet
Hole Size	1/8"
Hole Spacing	36"
Total Number of Holes	23
Flow Per Hole	0.41 gpm
Total Flow	9.4 gpm
Elevational Head	5 feet*
Friction Loss	0.4 feet*
Residual Head	1-5 feet
Total Head	6.4-10.5 feet*
Minimum Pump Requirements	9.4 gpm @ 6.5-10.4 feet head*
Dosing Volume	50-60 gallons
Check Valve Needed?	Yes
Anti-Siphon Needed?	No*

Hole Spacing on Lateral in feet:

Line 1: 1.5, 4.5, 7.5, 10.5, 13.5, 16.5, 19.5, 22.5, 25.5, 28.5, 31.5, 34.5, 37.5, 40.5, 43.5, 46.5,

Line 2: 1.5, 4.5, 7.5, 10.5, 13.5, 16.5, 19.5

***These values are approximate and may change, based on final house location, distance to leachfield and development plans. Consultant will receive the final site map to review all specifications.**

PUMP SYSTEM SPECIFICATIONS: Calculations

Replacement Leachfield

Supply Line	1.5" PVC SCH 40*
Supply Line Length	75 feet*
Manifold Placement	End feed
Number of Laterals	2
Lateral Length	Line 1: 25 feet; Line 2: 36 feet
Lateral Diameter	1.25" PVC SCH 40
Lateral Spacing	9-10 feet
Hole Size	1/8"
Hole Spacing	36"
Total Number of Holes	20
Flow Per Hole	0.41 gpm
Total Flow	8.2 gpm
Elevational Head	5 feet*
Friction Loss	0.4 feet*
Residual Head	1-5 feet
Total Head	6.4-10.4 feet*
Minimum Pump Requirements	8.2 gpm @ 6.4-10.4 feet head*
Dosing Volume	50-60 gallons
Check Valve Needed?	Yes
Anti-Siphon Needed?	No*

Hole Spacing on Lateral in feet:

Line 1: 1.5, 4.5, 7.5, 10.5, 13.5, 16.5, 19.5, 22.5

Line 2: 1.5, 4.5, 7.5, 10.5, 13.5, 16.5, 19.5, 22.5, 25.5, 28.5, 31.5, 34.5

***These values are approximate and may change, based on final house location, distance to leachfield and development plans. Consultant will receive the final site map to review all specifications.**

APPENDIX C
EQUIPMENT SPECIFICATIONS

PUMP SYSTEM SPECIFICATIONS: Products

Available from:

- Redwood Valley Gravel Products
- 11200 East Road
- Redwood Valley, CA 95470
- 707-485-8585

Manufactured by:

- Orenco Systems Incorporated
- 814 Airway Avenue
- Sutherlin, OR 97479
- 800-348-9843

1. Riser, Lid with Accessories			
PVC Riser	(1)	Model	RR2412*
PVC Riser with 1.5" grommet	(1)	Model	RR3012G150*
Fiberglass lid	(1)	Model	FL24g
Fiberglass lid	(1)	Model	FL30g
Epoxy	(2)	Model	ADH 200
2. Splice Box		Model	SB5
PVC vault with 5 cord grips and 1" outlet			
3. Biotube Pump Vault		Model	PVU641819L
PVC vault with screened vault			
4. Mechanical Switch Float Assembly with High Water Alarm, On, Off and Redundant Off		Model	MF4P
5. Control Panel with Counter, Elapsed Time Meter and Redundant Off; Panel to be set for demand dosing		Model	MVP S-1** CT RO ETM
6. Hose and Valve Assembly 1.5" PVC with ball and check valves		Model	HV150BCX
7. Effluent Pump Curve attached; 115 volt		Model	PF300511
8. Adapter Plate for Pump Tank		Model	RRFTA 30
9. Ball Valve	(4)	Model	VLT1250S
10. Force line ball valves	(2)	Model	VLT1500S
11. Force line ball valve enclosure and lid	(1)	Model	RR2412
	(1)	Model	FL24g

***Riser heights are listed as 12 inches for septic tank / pump tank. Those heights may need to change, based on actual field measurements and the final depths of the tanks.**

**** Control panel will require that system installer change the panel mode from 'timed dosing' to 'demand dosing' and remove the terminal link between terminals 3 and 4.**

EQUIPMENT INSTALLATION NOTES:

1. A permit from the Mendocino County Building Department will be required to connect electricity to the control panel.
2. County DEH must be notified a minimum of 48 hours prior to the pump test and must be present when pump performance is demonstrated unless other arrangements are made. Contact County DEH for inspection requirements.
3. County DEH must be contacted during various phases of pressure system/pump system construction to inspect lateral layout, system performance and pump chamber equipment. Contact County DEH for inspection requirements.
4. Installer shall contact Consultant prior to ordering any of the above-specified products. Certain item numbers are based on the pump chamber dimensions and **final development plans**. Installer shall contact Consultant with the tank dimensions and the final site plans that are to be used.
5. **All equipment specifications shall be reviewed when a final site map is available.**
6. Set floats to deliver 50 to 60 gallons per cycle. See attached detail for float settings.
7. Set the floats to allow for a minimum of 250 gallons of reserve capacity within the pump chamber for times of power outages or equipment failure. See attached detail for float settings.
8. No driving shall take place over the septic tank / pump chamber.
9. The risers shall be set flush to grade. **The height of the risers shall be changed in order to match the site and final installation depth.** (County DEH requires a minimum of 12 inches of soil cover over a tank.)
10. Do not backfill around the risers until the epoxy has dried.
11. Slope the soil backfill around the risers in such a manner that water does not pond over the risers.
12. If no grooves are cast into the tops of the tank(s), then tank/riser adapter plates will be needed. The plates shall be bonded and bolted (min. of 12 bolts) to the top(s) of the tank(s) to form a watertight seal. The model number for the plates is RRFTA. **An adapter plate will be needed for the outlet port of the septic tank/ pump chamber to attach the specified 30-inch diameter riser.** It is recommended that 'swellstop' butyl strips and wedge anchor bolts be used.
13. Divert all building and site drainage away from the tanks.

EQUIPMENT INSTALLATION NOTES CONTINUED:

14. **A watertightness test will be required on this tank. The tank shall be filled with water, to a height of 2 inches into the concrete lid, and no drop greater than one inch in 24 hours shall be tolerated. All inlet and outlet plumbing shall be in place for the test.**
15. All pump equipment shall be installed as per manufacturer's specifications.
16. The installer or electrician shall contact the Consultant or manufacturer with any pump equipment installation questions *prior* to beginning installation.
17. All electrical splices shall be made watertight.
18. The pump control panel shall receive power through the main house panel and shall be provided with two dedicated breakers within the service panel (one for the pump and one for the floats).
19. The pump alarm/control panel shall be mounted on a post or on the house between the heights of 4 and 5 feet. The panel shall be mounted at a location where it is visible from the pump chamber and also at a location where it can clearly be heard from within the house. Due to noise from within the panel, it is recommended that the panel be mounted on an exterior wall of a *non-living quarter* room (if mounting is on the house). *The panel shall be placed at a location where it is accessible to maintenance personnel at all times. The panel shall not be installed in any interior locations such as a garage, shed or utility closet.*
20. Christy boxes shall be set flush to grade over each ball valve, clean-out and lateral turn-up. Model F-8 shall be used in non-traffic areas. The lids shall be marked 'sewer'.
21. The Consultant shall be contacted with any questions regarding the distribution manifold and pressure lateral installation.
22. If installer has any questions regarding this proposal, contact Consultant prior to construction.
23. Any deviation from this plan must first be cleared with Consultant and County DEH.

PVC Access Riser Installation

Installing PVC Access Risers onto Cast-In Orenco® Riser-Tank Adapters

Access risers provide access to septic tank openings, simplifying inspection and maintenance procedures. Access riser-to-tank connections must be watertight for the proper functioning of an onsite septic system or effluent sewer system. **Orenco strongly recommends watertightness testing of all access riser-to-tank connections after installation.**

Choosing Your Instruction Set

Following are instruction sets for prepping and installing access risers, installing grommets, and selecting adhesives for riser installations. Refer to the chart below to determine which instruction set to use.

Instruction Set	Page
1. Riser Preparation	1
2. Grommet Installation	2
3. Riser Installation — PRTA24-2 Adapters	3
4. Riser Installation — RRFTA, RRFTA30 Adapters	4
5. Riser Installation — PRTA24, PRTA30, and FRFTA36 Adapters	5
6. Adhesive Selection and Quantities	6

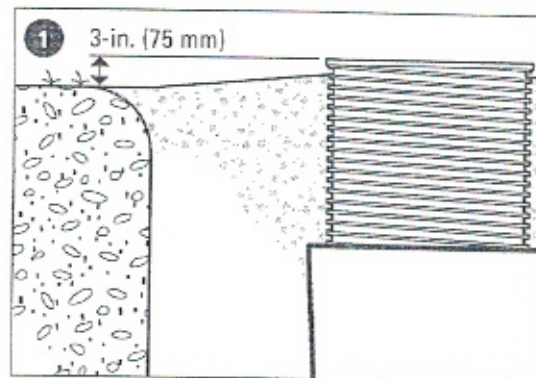
Instruction Set 1: Riser Preparation

Step 1: Determine Riser Height

Determine the necessary height for the riser. It should extend about 3 inches (75 mm) above finished grade after installation and backfilling — 2 inches (50 mm) for tank settling and 1 inch (25 mm) to ensure drainage away from the riser.

Step 2: Cut Riser to Size (if Necessary)

If the riser has not already been cut to the correct height, use a circular saw or table saw to cut the riser to size. To insure a good fit and watertight joint between the access riser and the adapter, Orenco recommends using an Orenco riser-cutting saw guide for square, even cuts.



Step 3: Dry Fit Riser to Adapter

Step 3a: Dry fit the riser to the adapter. If the riser has been pre-drilled for wiring and plumbing penetrations, make sure that the sizes and locations of the penetrations on the riser are correct.

Step 3b: If the riser stands more than about 3 inches (75 mm) above the estimated final grade, cut it to size per the instructions in step 2.

IMPORTANT: If you have to cut a riser to shorten it, always cut excess length from the bottom of the riser.

NOTE: If the riser is too short, an Orenco grade ring can be used to extend it.

Instruction Set 2: Grommet Installation

Step 1: Mark Access Riser

Step 1a: Check site plans or drawings to determine if the riser requires penetrations and grommets. Use the plans or drawings when marking the location of riser penetrations. If no plans are available, use the drawing at left as a general guide for locating riser penetrations.

Step 1b: Mark the riser for location of the grommets.

Note: When drilling Perma-Loc™ risers, try to avoid cutting through the pipe seam — the extra thick rib — unless it is unavoidable.

Step 2: Drill and Clean Access Riser Penetrations

Step 2a: Drill holes for riser penetrations.

Using Orenco® RKHS Hole Saw ...

Use a correctly sized RKHS hole saw and a drill of at least 18 volts to cut the hole and grind the ribs down until there is a flat, smooth surface for installing the grommet. Do not grind too deeply into the riser — about 1/16 inch is sufficient.

Using Standard Hole Saw ...

1. Use a 4-inch (100-mm) grinder or cutting tool to notch the ribs through to the wall of the riser in an area about 1 inch (25 mm) larger than the diameter of the grommet.
2. Use a hammer and chisel to break the notched ribs off of the riser.
3. Use a grinder to remove any remaining rib material and make a flat, smooth surface about 1 inch (25 mm) larger than the diameter of the grommet.
4. Use a correctly sized hole saw to cut the hole in the center of the flat, smooth surface.

Step 2b: Use a wire brush to clean up the cut; then deburr the edges of the opening with a deburring tool or knife, being careful not to enlarge the opening.

Step 3: Install Grommet in Riser Penetration

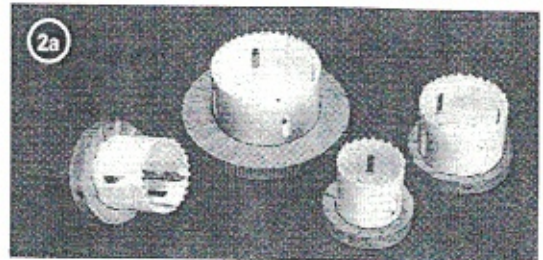
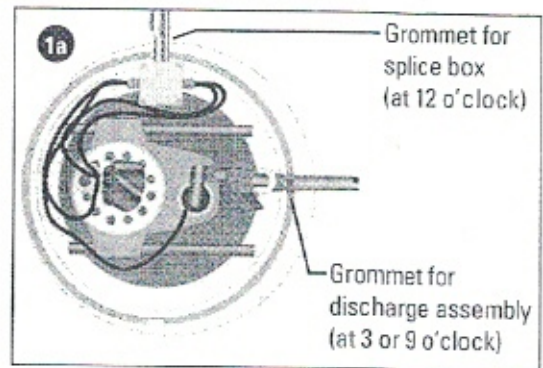
Step 3a: Apply a bead of adhesive to the groove in the grommet's outer diameter.

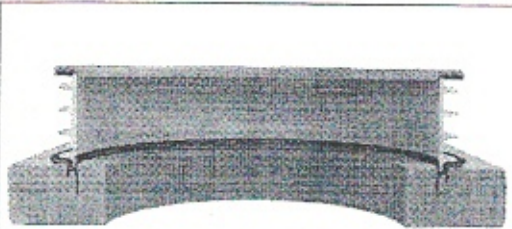
Step 3b: Firmly press the grommet into the riser penetration.

Grommet Hole Sizing Guide

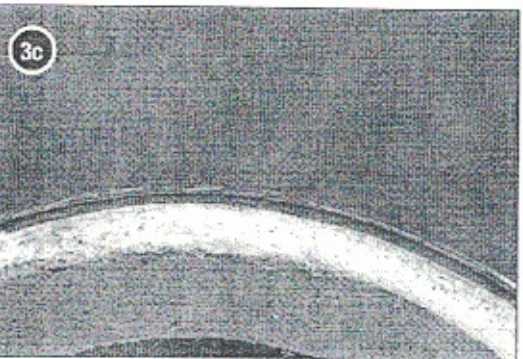
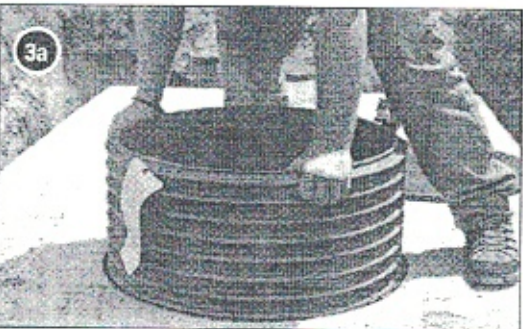
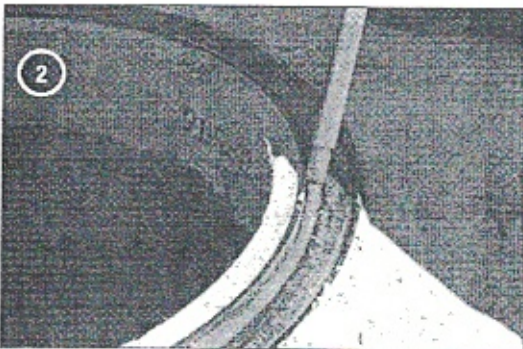
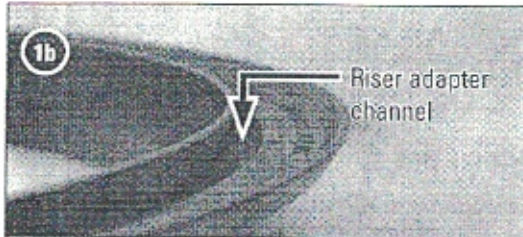
Grommet size, inches (nominal IPS pipe size)	Hole saw size
1/2	1
3/4	1-1/4
1	1-9/16
1-1/4	1-3/4
1-1/2	2-1/8
2	2-3/4
3	3-7/8
4	5

For more information on grommet dimensions and actual pipe O.D., see the Orenco Technical Data Sheet for grommets, NTD-RLA-PG-1





Cutaway view of Orenco® PRTA24-2, cast into concrete tank with 24-inch (600-mm) access riser attached



Instruction Set 3: Riser Installation — PRTA24-2 Adapters

Step 1: Clean Riser Adapter Channel and Riser Surfaces

Step 1a: For the best bond, roughen the bonding surfaces of the adapter and riser with sandpaper.

Step 1b: Use a clean cloth and acetone to remove any dirt, debris, and moisture from the tank adapter channel. The channel must be clean and dry for a good fit and watertight joint.

Step 1c: Use a clean cloth and acetone to clean the bonding surface of the riser.

Step 2: Apply Adhesive to Riser Adapter Channel

Fill the channel with methacrylate adhesive.

NOTE: Self-leveling methacrylate adhesive is recommended for this operation. If non-self-leveling methacrylate adhesive is being used, be sure to apply a large enough bead to fully fill the channel, with no voids in the adhesive.

Step 3: Install Riser into Tank Adapter Channel

Step 3a: If the riser has penetrations, align the riser correctly.

Step 3b: Firmly press the bottom of the riser into the channel while slightly twisting the riser back and forth to fully seat it and to create a good bond.

Step 3c: If using non-self-leveling adhesive, it may be necessary to use a putty knife, tongue depressor, or clean shop rag to create a continuous adhesive fillet between the tank adapter and the inside of the riser after the riser has been installed.

Step 4: Perform Watertightness Test

NOTE: Follow the tank manufacturer's instructions for backfilling and watertight testing. General guidelines for watertight testing are provided below.

Step 4a: Make sure the adhesive has set and that the tank has been backfilled according to the manufacturer's instructions – typically to the tank's midpoint.

Step 4b: Plug the inlet (and outlet, if present) of the tank with watertight plugs.

Step 4c: Fill the tank with water to a level 2 inches (51 mm) into the riser.

Step 4d: Follow the tank manufacturer's recommendations (or applicable local regulations) for wait times before inspecting the tank for leaks. Orenco recommends at least 30 minutes for its fiberglass tanks. At the end of the test, there should be no drop in liquid level and no visible leakage from seams, pin-holes, or other imperfections.

Step 4e: Once the tank is proven watertight, remove the plug(s) and drop the water level in the tank to just below the invert of the inlet or outlet, whichever is lower.

Instruction Set 4: Riser Installation — RRFTA and RRFTA30 Adapters

Step 1: Prep and Clean Tank Adapter Channel, Riser Surfaces

Step 1a: Roughen the correct tank adapter channel with sandpaper. For RRFTA adapters, the smaller channel fits 21-inch (525-mm) risers and the larger channel fits 24-inch (600-mm) risers. RRFTA30 adapters have a single channel for 30-inch (750-mm) risers.

Step 1b: Use a clean cloth and acetone to remove any dirt, debris, and moisture from the channel. The channel must be clean and dry for a good fit and water-tight joint.

Step 1c: Use a clean cloth and acetone to clean the bonding surface of the riser.

Step 2: Apply Adhesive to Adapter Channel

Fill the channel with methacrylate adhesive.

NOTE: Self-leveling methacrylate adhesive is recommended for this operation. If non-self-leveling methacrylate adhesive is being used, be sure to apply a large enough bead to fully fill the channel, with no voids in the adhesive.

Step 3: Install Riser into Tank Adapter Channel

Step 3a: If the riser has penetrations, align the riser correctly.

Step 3b: Firmly press the bottom of the riser into the channel while slightly twisting the riser back and forth to fully seat it and to create a good bond.

Step 4: Perform Watertightness Test

NOTE: Follow the tank manufacturer's instructions for backfilling and watertight testing. General guidelines for watertight testing are provided below.

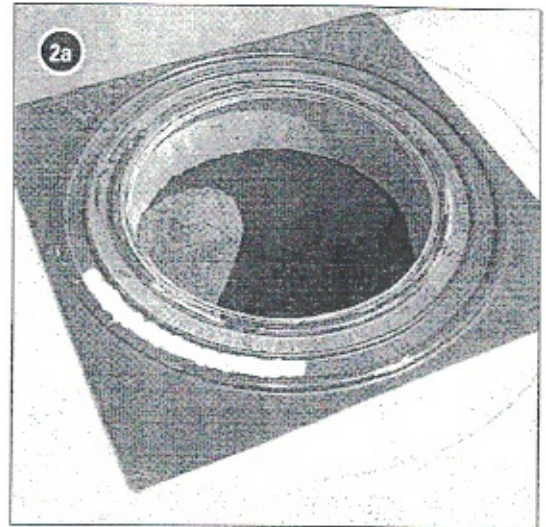
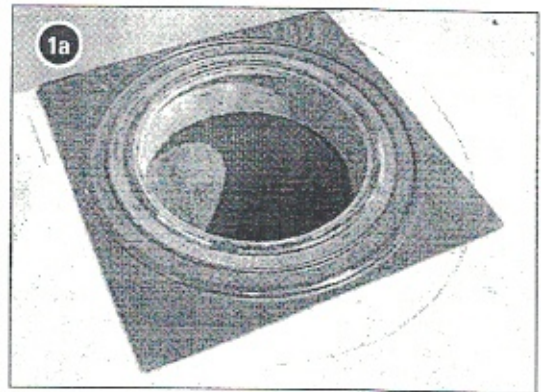
Step 4a: Make sure the adhesive has set and that the tank has been backfilled according to the manufacturer's instructions – typically to the tank's midpoint.

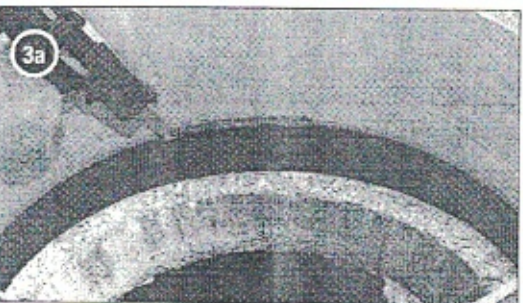
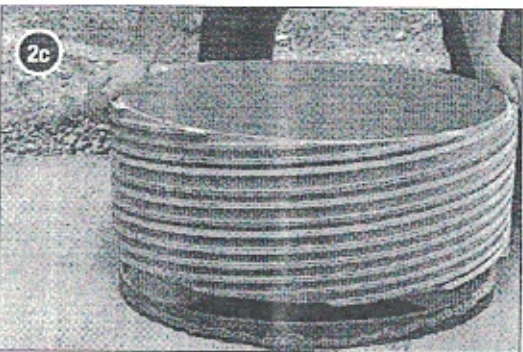
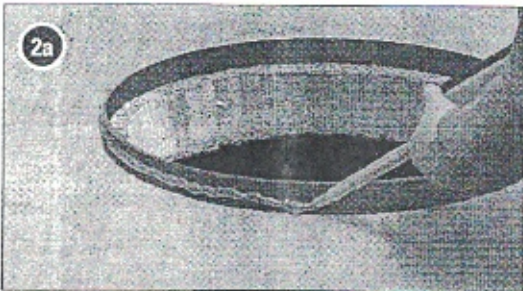
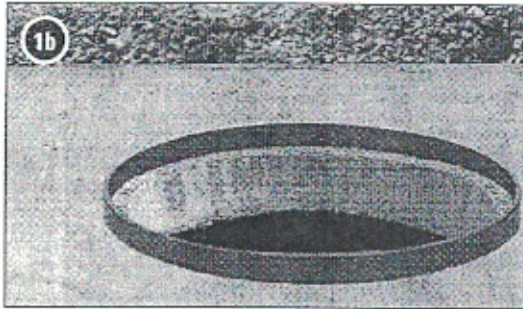
Step 4b: Plug the inlet (and outlet, if present) of the tank with watertight plugs.

Step 4c: Fill the tank with water to a level 2 inches (51 mm) into the riser.

Step 4d: Follow the tank manufacturer's recommendations (or applicable local regulations) for wait times before inspecting the tank for leaks. Orenco recommends at least 30 minutes for its fiberglass tanks. At the end of the test, there should be no drop in liquid level and no visible leakage from seams, pin-holes, or other imperfections.

Step 4e: Once the tank is proven watertight, remove the plug(s) and drop the water level in the tank to just below the invert of the inlet or outlet, whichever is lower.





Instruction Set 5: Riser Installation — PRTA24, PRTA30, and FRTA36 Adapters

Step 1: Clean Tank Adapter Sleeve and Riser

Step 1a: For the best bond, roughen the bonding surfaces of the adapter and riser with sandpaper.

Step 1b: Use a clean cloth and acetone to remove any dirt and debris from the outside of the tank adapter sleeve. The adhesive surface must be clean and dry for a good fit and watertight joint.

Step 1c: Use a clean cloth and acetone to clean the bonding surface of the riser.

Step 2: Install Riser on Tank Adapter Sleeve

Step 2a: Apply a bead of methacrylate adhesive to the outside of the adapter.

Step 2b: If the riser has penetrations, align the riser correctly.

Step 2c: Firmly press the riser while slightly twisting the riser back and forth until the bottom of the riser is resting on the concrete (cast-in adapters) or the adapter flange (bolted-down adapters).

Step 3: Apply Adhesive Bead to Inside Joint

Step 3a: Apply a bead of methacrylate adhesive to the inside of the access riser-adapter joint.

Step 3b: Use a putty knife, tongue depressor, or clean shop rag to make a continuous fillet on the inside of the access riser-adapter joint.

Step 4: Perform Watertightness Test

NOTE: Follow the tank manufacturer's instructions for backfilling and watertight testing. General guidelines for watertight testing are provided below.

Step 4a: Make sure the adhesive has set and that the tank has been back-filled according to the manufacturer's instructions — typically to the tank's midpoint.

Step 4b: Plug the inlet (and outlet, if present) of the tank with watertight plugs.

Step 4c: Fill the tank with water to a level 2 inches (51 mm) into the riser.

Step 4d: Follow the tank manufacturer's recommendations (or applicable local regulations) for wait times before inspecting the tank for leaks. Orenco recommends at least 30 minutes for its fiberglass tanks. At the end of the test, there should be no drop in liquid level and no visual leakage from seams, pin-holes, or other imperfections.

Step 4e: Once the tank is proven watertight, remove the plug(s) and drop the water level in the tank to just below the invert of the inlet or outlet, whichever is lower.

Instruction Set 6: Adhesive Selection and Quantities

Use the table below to select the correct adhesive and quantity for your grommet or riser installation(s). Be sure to check the expiration date on the adhesive package. If the adhesive is expired, do not use it to install Orenco components.

Note: Before installing a riser on an Orenco riser-tank adapter with an adhesive not recommended in the table below, contact your Distributor or Orenco.

Grommet and Access Riser Installation — Adhesive Recommendations

Component	Model	Adhesive Type and Approximate Usage				
		<u>MA530</u> 300/300-mL cartridge (600-mL total)	<u>MA515</u> 300/300-mL cartridge (600-mL total)	<u>MA320</u> 7-oz (200-mL) packet	<u>IPS 810</u> 1-pint (473-mL) 1-quart (946-mL)	<u>ADH100</u> 10.2-oz (300-mL) tube
Grommets	All Grommets	n/a	n/a	n/a	n/a	various quantities
Riser Tank	FRTA36	1 cartridge*	1 cartridge*	n/a	n/a	n/a
Adapters	PRTA24	½ cartridge*	½ cartridge*	1 packet	n/a	1 tube
	PRTA24-2	≥ ½ cartridge*	≥ ½ cartridge*	n/a	< 1 pint	n/a
	PRTA30	< 1 cartridge*	< 1 cartridge*	2 packets	n/a	2 tubes
	RRFTA	< 1 cartridge	n/a	n/a	1 pint*	n/a
	RRFTA30	1 cartridge	n/a	n/a	1 quart*	n/a

* Indicates preferred adhesive for this application

Residential Biotube[®] Effluent Filters

Applications

Our patented* 4-in. (102-mm) Biotube Effluent Filters, Biotube Jr., Biotube Insert Filters, and Biotube Base Inlet Filters are ideal for residential septic tanks and have a lifetime warranty. They prevent large solids from leaving the tank, dramatically improving wastewater quality and extending the life of residential drainfields.

4-in. (102-mm) Biotube Effluent Filter



4-in. (102-mm) Biotube Jr.
(4-in. Biotube cartridge available separately as Insert Filter)



8-in. (203-mm)
Base Inlet Filter



12-in. (305-mm)
Base Inlet Filter



Orenco's superior effluent filters resist clogging better than all other brands. Our standard, full-sized 4-in. (102-mm) Biotube Effluent Filter provides maximum long-term protection in a complete package, with housing. Our 4-in. (102-mm) Biotube Jr., at half the size of our standard model, has more filtering capacity than the full-sized filters sold by other manufacturers. For tanks with existing outlet tees, the Biotube Insert Filter is ideal. And for low-profile tanks, there's the Base Inlet Filter.

* Covered by patent numbers 5,492,635 and 4,439,323

To Order

Call your nearest Orenco Systems[®], Inc. distributor. For nearest distributor, call Orenco at 800-348-9843 or go to www.orenco.com and click on "Distributor Locator."

APS-FT-1
Rev. 3.2 © 2/05
Orenco Systems[®], Inc.

Standard Features & Benefits

- Has 5-10 times more flow area than other brands, so lasts many times longer between cleanings, increasing homeowner satisfaction
- Easy to clean by simply hosing off whenever the tank needs pumping
- Removes about two-thirds of suspended solids, on average, extending drainfield life
- Installs in minutes inside new or existing tanks; extendible tee handle for easy removal
- Corrosion-proof construction, to ensure long life
- Lifetime warranty

Optional Features & Benefits

- Alarm available, to signal the need for cleaning
- Flow modulating discharge orifices available to limit flow rate leaving tank, mitigating surges and increasing retention time
- Custom and commercial sizes available

Biotube Filtering Process

Effluent from the relatively clear zone of the septic tank, between the scum and sludge layers, horizontally enters the Biotube Effluent Filter. Effluent then enters the annular space between the housing and the Biotubes, utilizing the Biotubes' entire surface for filtering. Particles larger than the Biotube's mesh are prevented from leaving the tank.



Orenco Systems[®]
Incorporated

*Changing the Way the
World Does Wastewater[®]*

www.orenco.com

4" Biotube[®] Effluent Filter

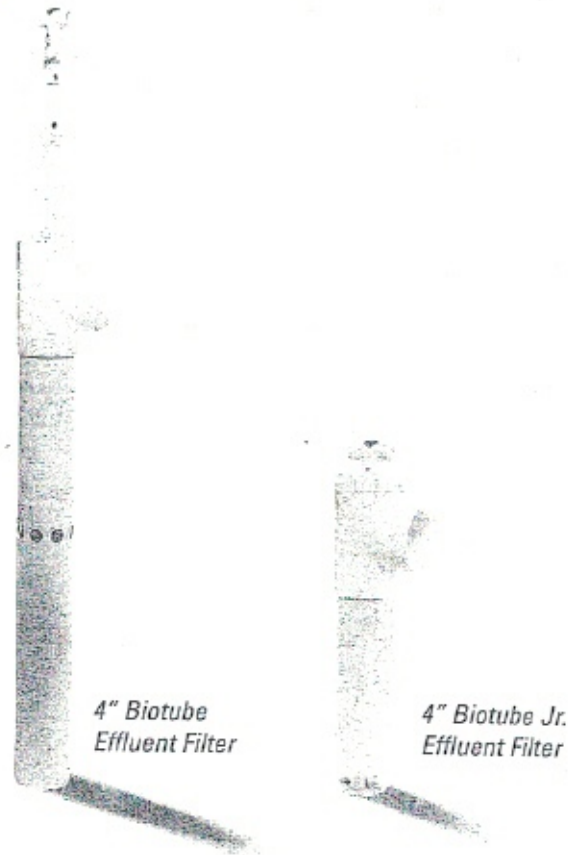


Oreco Systems[®]
Incorporated

1-800-348-9843

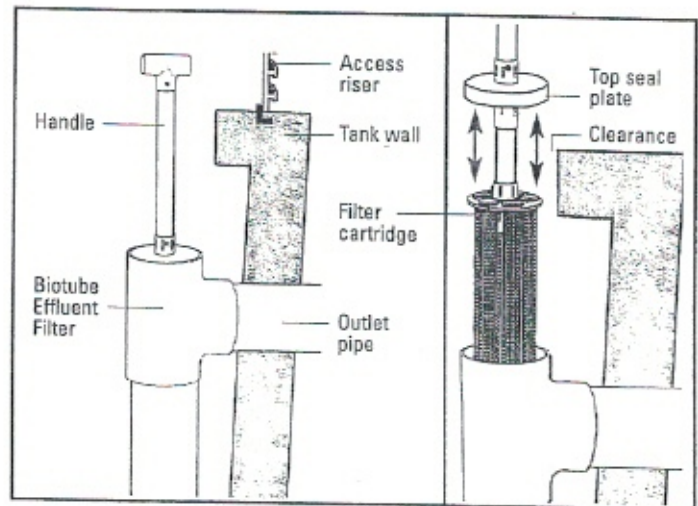
Installation and Maintenance Instructions

Biotube Effluent Filters* extend drainfield life by preventing solids from leaving the septic tank. Our 4" filter comes in its own housing, in both 36" and 28" lengths. Our 18" Jr. insert filter comes with or without its own housing. Biotube Effluent Filters install in minutes, inside new or existing tanks.



Step 1: Test-Fit the Effluent Filter

Test-fit the effluent filter on the septic tank's outlet pipe without gluing. Make sure it fits plumb. Install assembly as snug as possible to the tank wall, but ensure sufficient clearance for removing filter cartridge.



The Biotube Effluent Filter, with its housing, is suspended in the septic tank, supported by the 4" outlet pipe.

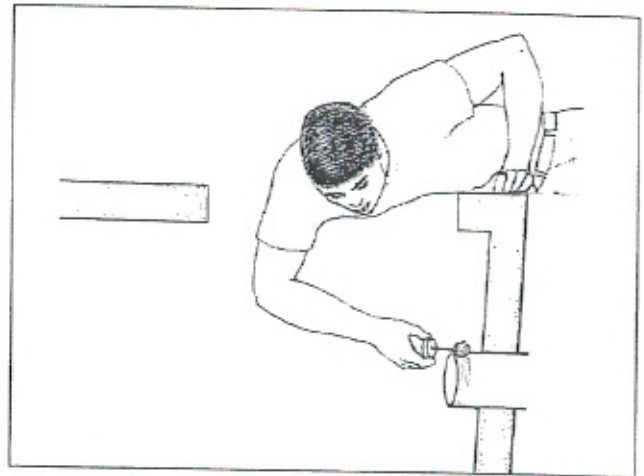
*Protected by U.S. Patent #'s 5,492,635 and 4,439,323

Installation Instructions (continued)

Step 2: Attaching Filter to Tank

Two attachment methods can be used:

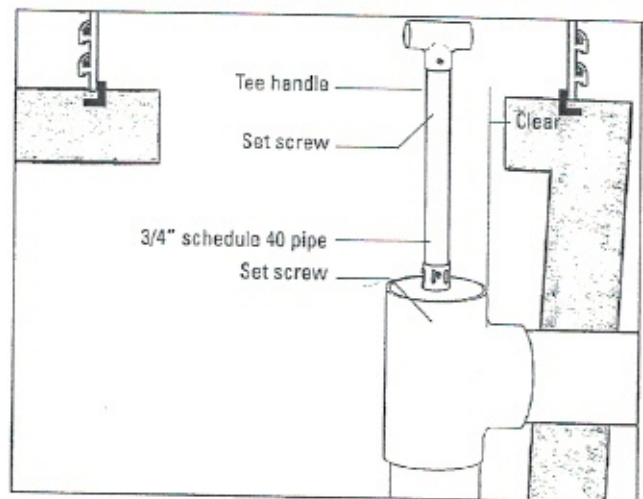
- 1) Glue the filter onto the tank outlet pipe using appropriate primer and glue.
- 2) A stainless steel set screw can be used to secure the filter instead of glue.



This illustration shows the gluing technique for installing a filter into a new septic tank. Installing a filter into an existing tank is a custom, site-specific job.

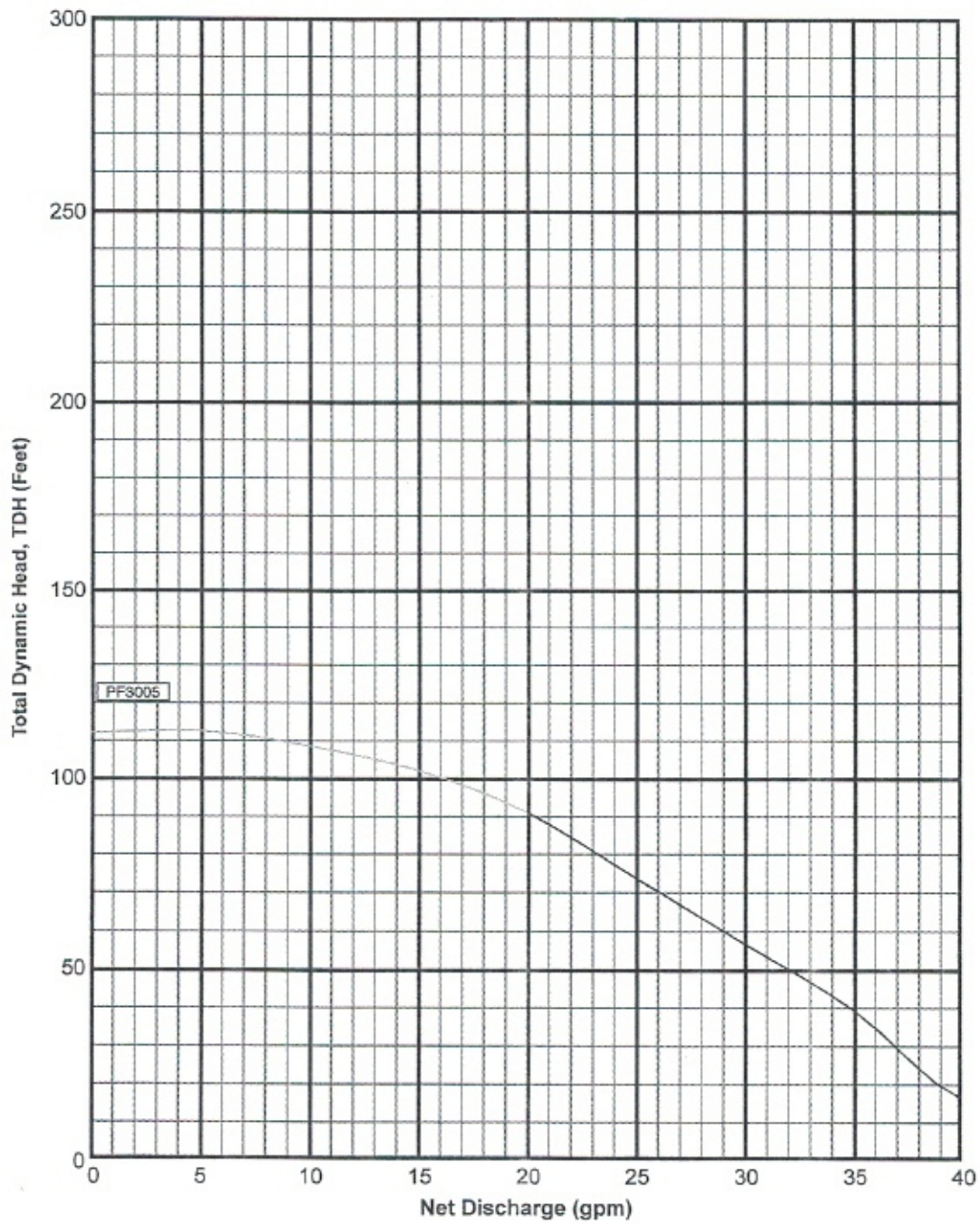
Step 3: Extending Cartridge Handle

For easier access when servicing, the cartridge handle may be extended using a longer length of 3/4" schedule 40 pipe.



Cartridge handles can be extended for easier access.

Pump Curve for PF3005



APPENDIX D
OPERATION & MAINTENANCE

OPERATIONS AND MAINTENANCE: Pump System to a Pressurized Leachfield

The on-site sewage disposal system that we have designed for you will be administered under the Mendocino County Non-Standard System's Program. An operating permit is required for Non-Standard Systems. The permit is initially good for the first two years and will need to be renewed thereafter. This program is intended to allow monitoring of the performance of these systems as it includes a pressurized leachfield and one or more mechanical parts and to ensure that the required system maintenance listed below is carried out.

Operations:

This on-site wastewater disposal system includes the following:

1. A 1,500-gallon concrete septic tank/pumping chamber fitted with an automatic pumping system and pump vault.
2. Pump control box for the pumping system. The control box contains both audio and visual alarms for both high and low water conditions, a pump cycle counter and a run time meter for the pump.
3. A Highline leachfield containing 67 lineal feet of pressurized laterals in the primary leachfield and 61 lineal feet of pressurized laterals in the replacement leachfield.

The daily operation of this on-site wastewater disposal system will perform automatically without any necessary manipulation of switches, valves or controls. The system will not operate during periods of power outages. Approximately 250 gallons of reserve capacity exists within the pumping system, which will accommodate prudent use of water fixtures during power outages. Audio alarms in pump control box may sound upon the return of power. Pushing the red light on the face of the control box can disable the audio. When power returns, check all electrical breakers at the sub-panel and in the control box. If visual alarm persists *for over 1-hour after power is restored*, contact Consultant immediately.

Maintenance:

It is important to note that harmful bacterial pathogens exist within this disposal system. All necessary safety precautions should be adhered to when conducting maintenance inspections.

A maintenance contract should be procured from a qualified individual or firm to carry out annual maintenance of this system. Maintenance is necessary to ensure the proper performance of this system. A written report, detailing all maintenance performed and any recommendations, shall be provided to the owner of the system. Regular maintenance and monitoring of this Non-Standard Systems are required as part of the systems Operational Permit. All inspection information shall be provided to the County DEH. The maintenance program will consist of the following:

1. Ensure access risers are in place over all tank access ports and that they are in good condition. The risers are constructed of PVC, and the lids are fiberglass. The risers, lids and tanks are *not* designed for vehicular traffic. Allen-head bolts secure the lids to the risers. Keep riser lids accessible and free of debris. Do not place large objects over risers.

OPERATIONS AND MAINTENANCE:
Pump System to a Pressurized Leachfield Continued

Maintenance:

2. A qualified individual, on a yearly basis, shall conduct an inspection of the solid accumulation within the tank, until an accumulation rate can be established (typically after 2 years). After the rate of accumulation is established, the accumulation inspection schedule shall be revised so that a septic tank cleaning schedule can be established.
3. To ensure that the system does not exceed the design flows, a qualified individual will conduct an analysis of the daily wastewater flow figures on a yearly basis.
4. An inspection and observation of the pumping system will be conducted by a qualified individual once per year for this system. The inspection will verify pump, float and alarm performance.
5. The pump filter within the pump chamber shall be cleaned as needed (as recommended during the pump tank inspection). The filter needs to be cleaned when the solid accumulation on it is impeding the flow of effluent through the filter. Remove and clean filter **into the inlet port of the septic tank**.
6. The pressurized laterals shall be flushed annually to remove any accumulation within the laterals. Flushing shall take place by using the pump pressure to scour each line individually. The balancing valves shall be reset following flushing to achieve the design specified residual head pressure. The flow to all lines shall be rebalanced to ensure equal distribution.
7. A qualified individual shall record monitoring well data (if not conducted by homeowner).
8. A general inspection of the leachfield area shall take place on a yearly basis, by a qualified individual. This inspection shall include a visual inspection of the leachfield for any signs of seepage or surfacing effluent.
9. All valve boxes shall be inspected annually to ensure that they are free of soil debris.
10. All valves (in the leachfield and tanks) shall be opened and closed annually to ensure that they move freely and are in good working order.
11. Leachfield areas shall be alternated annually by alternating ball valves on the force line.
12. Root infiltration into the leaching trenches and pipes is a common problem. It is important to add a root inhibitor to the leachfield, through the clean-outs, to aid in keeping the roots out of the system. The use of any root inhibitor shall adhere to any State or Federal guidelines. A qualified individual shall add root inhibitor.

**OPERATIONS AND MAINTENANCE:
Pump System to a Pressurized Leachfield Continued**

The homeowner also has maintenance responsibilities for this system:

1. The homeowner will record annually the depth of water in each of the monitoring wells (2 wells per system; 4 wells total) within the leachfield. These levels shall be recorded on the forms provided by the DEH, if required for a Non-Standard System.
2. The homeowner will record monthly; all pump system data including pump cycle counts from the pump control panel. All other read-out numbers in the panel shall also be recorded. This interval shall be maintained for the first year, and then the readings can be taken every 6 months. The read-out data shall be recorded on the card within the panel, as well as on the forms provided by the Department of Environmental Health (DEH) (if required for a Non-Standard System). These numbers will be used to ensure that no groundwater infiltration into the tanks is occurring and also to ensure that the in-home water flows are adhering to the design parameters.
3. Regular maintenance of this system, prudent water use and adhering to the system 'DOs and DON'Ts' (list provided in this folder) will ensure the best possible performance of this system for the longest possible time. Owner shall contact Consultant or maintenance provider to alert them of any changes of use occurring on the property or changes to the occupancy occurring at the site.

The Mendocino County Division of Environmental Health will provide monitoring forms for monitoring well levels and pump control panel read-out data, upon request. Property owners shall complete the forms and return them to the DEH, Consultant and/or service provider, in a timely manner. *Failure to perform the self-monitoring and/or required inspections by qualified individual, may be cause for revocation of the operating permit, (if required), or may lead to a problem going unnoticed.*

Maintenance Instructions

4" Biotube[®] Effluent Filter

How to Clean Your Effluent Filter

To ensure your effluent filter is functioning properly, it should be inspected every year. Under normal conditions, your effluent filter will function for several years before cleaning is necessary. The filter should be cleaned when it becomes clogged enough to restrict normal flows out of the septic tank. At a minimum, the filter should be cleaned whenever the tank is pumped.

Most people prefer to have a septic tank service provider take care of filter maintenance and cleaning. You can find a septic tank service provider in the Yellow Pages, under "Septic Tanks & Systems." Or you can contact your county health department for a list.

If you wish to inspect and/or clean your effluent filter yourself, be sure to dress properly. Wear full-length pants and shirt, shoes, gloves, and goggles or glasses. Then follow these instructions:

1. Remove the access lid to your septic tank by unscrewing the stainless steel lid bolts with hex head wrench provided. If your lid is above ground, it will be easy to find. If it is buried below ground, find the marker that indicates its location.
2. Remove the filter cartridge by grasping the tee handle and lifting it out of its housing (*see photo 1*).
3. Spray the cartridge tubes with a hose to remove any material sticking to them (*see photo 2*). Ensure the three orifices in the optional flow modulation plate inside the filter are clear of any debris. Make sure the rinse water runs back into the tank, but do not allow solids material to fall into the open filter housing.
4. Firmly place the cartridge back into the housing.
5. Some effluent filters come with an alarm that activates when the filter needs cleaning. If you have an alarm, check to make sure it is working by lifting the float with a stick. An audible horn should sound. The alarm panel is normally mounted on the side of the house or in the garage.

Note: If your effluent filter doesn't have an alarm system and you would like one, call your local septic system installer.

6. Record the date that you inspected and/or cleaned your filter on the form that follows. If you checked the alarm or made any other observations about the tank or system, include that information under "Notes."
7. Attach access lid by placing it on the riser, matching the openings in the lid with the bolt catches. Insert lid bolts into catches and tighten with hex head wrench provided.

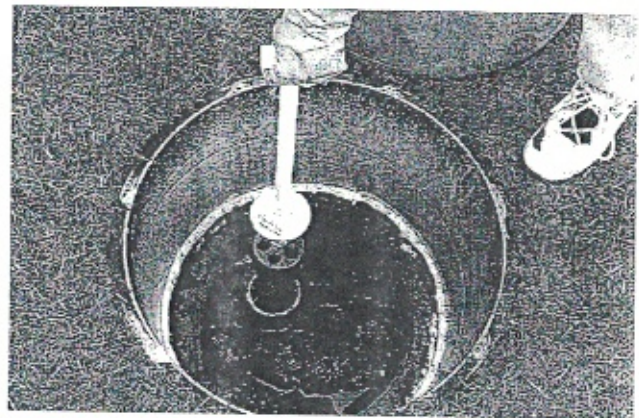


Photo 1. Remove the filter cartridge by lifting it out of its housing.



Photo 2. Spray the cartridge tubes with a hose.

APPENDIX E
CONSTRUCTION NOTES

SYSTEM DESIGN AND INSTALLATION FEATURES

General System and Construction Notes:

1. The primary and replacement leachfield areas were staked out at the site at the time of this evaluation. Stakes shall be used as guides. Lines shall be measured to ensure they are level by the County DEH inspector and the contractor prior to construction.
2. **The Consultant shall be notified of any site development plans in order to confirm that the integrity of the leachfield area(s) and all system components remain in place.**
3. This system will require regular maintenance. The operation of and maintenance of the system is outlined in this proposal.
4. *This proposal does not constitute a permit to construct this system.* Following review of this plan by the County DEH, the owner will be contacted (by the County) in regards to the steps necessary to obtain a permit.
5. This proposal does not reflect any County Building and Planning Department concerns regarding development at this site.
6. **A licensed surveyor shall accurately mark the property lines prior to construction.**
7. Pumping of effluent to the leachfield areas will be required. Pump specifications are attached.
8. **The Consultant will receive a copy of the final house and development plans, prior to any construction, in order to determine whether any pump system specifications will need to be modified.**
9. No cutting of soil (greater than 6 inches below leachline elevation) shall take place within 50 feet of the perimeters of the leachfield area(s).
10. No building foundation drain or any gravel filled diversion drain shall be permitted within 50 feet downslope, or closer than 15 feet upslope, of the leachfield area(s) or tanks.
11. No large livestock will be permitted on the leachfield area(s).
12. It is recommended that low flow toilets and water fixtures be installed in all bathrooms.

General System and Construction Notes Continued:

13. The Consultant shall review all final site plans to ensure that the integrity of all disposal system components is still intact.
14. It is recognized that changes to this proposal may be necessary as a result of (but not limited to) County DEH review process or project development changes. Any deviation from this plan *must* first be cleared with the Consultant and the County DEH, prior to construction.
15. Should the installer have any questions regarding this proposal, please contact Consultant prior to construction.

Wasteline Notes:

1. Either 3 or 4" ABS/PVC will be used for the wasteline from the house into the tank.
2. Keep the wasteline as high as possible, to allow the tank depth to be set as high as possible.
3. The wasteline plumbing shall conform to all criteria set forth in the Uniform Plumbing Code (UPC).
4. Clean-outs shall be installed on the wasteline as per County Building Department Codes.
5. The wasteline shall be installed on a flat, undisturbed trench bottom.
6. The wasteline shall slope at a minimum rate of 1/4" per foot.
7. Any deviation from this plan must first be cleared with the Consultant and County DEH.
8. Should the installer have any questions regarding this proposal, please contact Consultant prior to construction.

Septic Tank/Pump Chamber Notes:

1. A new, waterproof 1,500-gallon concrete septic tank/pump chamber, with dual compartments, dual-access ports, and with cast-in grooves or adaptor rings to accept access riser, will be used.
2. The septic tank/pump chamber must be a minimum of 5 feet from any structure or structural support and 5 feet from any property line.
3. *Any well* must be a minimum of 50 feet from the septic tank/pump chamber.
4. The septic tank/pump chamber must be a minimum of 50 feet from the seasonal drainage way.
5. The septic tank/pump chamber must be a minimum of 15 feet downslope, or 50 feet upslope, of any curtain drain.
6. Keep the septic tank/pump chamber as high in the ground as possible, in order to ensure that groundwater does not infiltrate the tank.
7. A minimum of 12 inches of soil must be placed over the tank.
8. No driving shall take place over the septic tank/pump chamber.
9. PVC riser will be bonded to the septic tank/pump chamber over each access port, to provide a watertight seal; detail is attached. The necessary riser heights will be determined at the time of construction. The riser will be set flush to grade.
10. **A riser adapter plate will be needed for the outlet port of the septic tank/pump chamber; a 30-inch riser is specified.** The adapter plate will be bonded and bolted (minimum of 12 bolts) down to the tank, to form a watertight seal. It is recommended that 'swellstop' butyl strips and wedge anchor bolts be used.
11. Do not backfill around the riser until the epoxy has set.
12. Slope the soil backfill over the tank in such a manner that water does not pond over or around the riser.
13. Divert all building and road drainage away from the tank.
14. **A water spigot, placed on a 4 x 4 post, shall be installed near the septic tank/pump chamber for future maintenance needs.**
15. The contractor shall ensure that this tank (the top joint and all plumbing connections) is watertight.
16. Grout (using hydraulic cement) the inlet pipe of the tank well, to ensure that no cracks form which would act as passageways for groundwater. **It is recommended that a tank with a cast-in watertight coupling (by the manufacturer) be used.**

Septic Tank/Pump Chamber Notes Continued:

17. A 24-hour watertightness test will be required on this tank. The tank shall be filled with water, to a height of 2 inches into the concrete lid and no drop in the water level greater than 1 inch shall be tolerated. All inlet and outlet plumbing shall be in place for the test. Contractor shall fill out the attached form and return it to the Consultant following construction.
18. All pump equipment specifications are attached. All pump system specifications will be reviewed after the final development plans are determined. Consultant will receive the final plans, prior to any construction.
19. All pump equipment shall be installed as per manufacturers specifications.
20. All wiring splices shall be watertight.
21. The pump alarm/control panel shall be mounted on a post near the pump chamber or on the house, at a location where it is clearly visible from the pump chamber and at a location where it can clearly be heard from within the house. Due to noise from within the panel, it is recommended that it be mounted on an *exterior wall* of a *non-living quarter* room. The panel shall be mounted between the heights of 4 and 5 feet. The panel can also be mounted on a post, as shown on the attached detail. *The panel shall be placed at a location where it is accessible to maintenance personnel at all times. The panel shall not be installed in any interior locations such as a garage, shed or utility closet.*
22. The Consultant and/or County DEH *must* inspect the septic tank/pump chamber and pump equipment, as well as be present for the pump test. *Any construction inspections by Consultant will be billed at the time of their need.*
23. The septic tank/pump chamber shall be set in native undisturbed soil, *not fill material*.
24. All plumbing leaving the riser shall be placed through watertight grommets.
25. **All plumbing shall be installed in a manner that will allow for easy removal of the pump equipment and the pump vault.**
26. Any deviation from this plan must first be cleared with the Consultant.
27. Should the installer have any questions regarding this proposal, please contact the Consultant prior to construction.

Force Line Notes:

1. A 1.5" PVC SCH 40 force line will be used to transfer effluent to the leachfield. This force line size may change based on final house location and development plans. Provide Consultant with final site map, prior to installing the pipe.
2. The force line shall be buried a minimum of 18 inches in non-traffic areas and 24 inches in traffic areas.
3. The force line must be a minimum of 25 feet from any well or waterway.
4. Backfill the force line trench carefully so as not to damage the pipe.
5. If rocky and clayey soil conditions are encountered during the trenching, the force line shall be bedded in 4 inches of sand and shaded with 4 inches of sand also in order to protect the pipe from damage.
6. It is recommended that the force line be pressure tested prior to use.
7. **The force line shall be laid on a flat, undisturbed trench bottom. It may be necessary to hand backfill over the pipe to ensure it be protected.**
8. The distribution manifolds shall be laid on a flat, undisturbed trench. The manifold shall not be installed on fill. The manifold may be placed on drain rock, if the lines are extended to allow for the manifold to be supported.
9. The location of the force line shall be permanently marked, or an accurate as-built map shall be prepared, in order to allow for easy future identification.
10. Ball valves shall be installed on the force line to allow the leachfield areas to be alternated. The ball valve shall be located in an OSI riser enclosure with lid. See attached detail.
11. Any deviation from this plan must first be cleared with the Consultant and County DEH.
12. Should the installer have any questions regarding this proposal, please contact the Consultant prior to construction.

Leachfield Notes:

1. The leachlines shall be installed on contour.
2. Pumping of effluent to the leachfield areas will be required. The entire leachfield will be pressurized; details are attached.
3. **The Consultant shall receive a copy of the final house and development plans to verify that no system design specifications need to be altered. All pump system equipment specifications shall be reviewed prior to ordering equipment and following completion of final development plans.**
4. The primary and replacement leachfield area were staked out at the site at the time of this evaluation. Stakes shall be used as guides. Lines shall be measured to ensure they are level by the County DEH inspector and the contractor, prior to construction.
5. Any well must be a minimum of 100 feet from both designated leachfield areas.
6. The leachfield must be a minimum of 50 feet from the ephemeral drainage way to the north.
7. The leachfield must be a minimum of 18 feet from the seasonal surface ditch to the east.
8. The leachfield shall be a minimum of 50 feet from any soil cut.
9. No driving shall take place over the leachfield area(s).
10. No large livestock shall be permitted over the leachfield areas. If necessary, the leachfield areas shall be fenced off to ensure that they are protected.
11. No large tractors shall be permitted over either leachfield area as they may damage leachfield components and potentially compact the soil. The leachfield areas may need to be fenced off to avoid any problems.
12. This system shall be installed during the dry time of the year (May 1st to October 31st), as per County DEH guidelines. Contact the Consultant if any question of the appropriateness of construction arises.
13. The installer shall scarify the trench walls to remove any glazing caused by the equipment.
14. The entire leachfield area, including the extent of topsoil cover, shall be stripped of vegetation and ripped, or rototilled, to a depth of 3 inches prior to construction. *Rip soil along contour.*
15. 12 to 18 inches of sandy loam topsoil shall be placed over the entire leachfield area. The topsoil cover shall extend 5 feet beyond the ends of the leachlines as well as 5 feet upslope of the top line and 10 feet downslope of the bottom line.
16. Blend the topsoil cover into the native soil well.
17. The Consultant shall receive a sample of the topsoil intended for use as cover for the field, and must approve of it, prior to its delivery to the site and its use.

Leachfield Notes Continued:

18. The leachfield area shall be re-seeded with native grasses and/or mulched following construction to prevent erosion.
19. **The leachlines must be a minimum of 15 feet downslope, or 50 feet upslope, of any curtain drain.**
20. **Remove trees and brush necessary for the construction of the leachfield. All clearing shall be conducted *by hand*.**
21. **Stumps 5 inches in diameter and less may be removed. Stumps greater than 5 inches in diameter shall be ground down. The Consultant will determine the need for stump removal at the time of construction.**
22. It is recommended that root inhibitor be added to the leachfield (through the clean-out risers) on a regular basis to keep roots out of the system.
23. Any portion of the leachfield must be a minimum of 5 feet from the property lines.
24. Any structure or structural support must be a minimum of 8 feet from the **edge** of any leachline.
25. Monitoring wells will be installed in each leaching trench; detail is attached.
26. Ball valves will be installed at the start of each lateral; detail is attached.
27. Stand-pipes/clean-outs will be installed on each lateral to allow the addition of a root inhibitor to the leachfield. Place the standpipe next to the ball valve, in order to allow both to be enclosed within one Christy box; detail is attached.
28. Lateral turn-ups will be placed at the end of each lateral. Each turn-up shall be equal in height. Each turn-up shall be provided with two (2) screw caps; one shall have a hole drilled in the top, the same diameter as the holes in the laterals; the second cap shall be untampered with; detail is attached.
29. **Filter fabric and/or steel screen shall be placed around the base of the Christy boxes in order to prevent rodents from entering the box. The Christy box shall be filled with pea gravel to within 3 inches of the top of the turn-ups.**
30. Concrete Christy boxes shall be set, flush to grade, over each ball/gate valve, clean out, and lateral turn-up. The model number is F-8 and the lids shall be marked 'sewer'.
31. If desired, instead of a 3" ABS monitoring well (as shown on the attached diagram), a 2" ABS or PVC monitoring well may be used if it is set within the lateral turn-up Christy Box.
32. Any deviation from this plan must first be cleared with the Consultant and County DEH.
33. Should the installer have any questions regarding this proposal, please contact the Consultant prior to construction.

Replacement Leachfield Notes:

1. The replacement area shall be installed when the primary leachfield is constructed.
2. Pumping of effluent to the replacement field will be required.
3. All construction notes listed for the primary disposal field will also apply for the replacement field.
4. No soil cuts shall take place within 50 feet of the replacement leachfield area.
5. Take care to ensure that none of the proposed development plans encroach onto the replacement field area.

LEGEND

- = FOUND PG&E POWER POLE
- = FOUND 1/2" PIPE TAGGED LS 3089 PER MC2 D6 P8, M.C.R.
- = FOUND MONUMENT AS NOTED
- ▲ = DIMENSION POINT ONLY, CORNER SEARCHED FOR AND NOT FOUND, NO MONUMENT SET
- = DIMENSION POINT ONLY, NO POINT SET OR SEARCHED FOR.
- ()¹ = RECORD DATA PER MC2 D6 P8, M.C.R.
- ()² = RECORD DATA PER 487 O.R. 441
- = WEST LINE OF 487 O.R. 441 EASEMENT PER MC2 D6 P8
- - - = CENTERLINE BETWEEN POWER POLES.
- · - · - = WEST LINE OF 487 O.R. 441 EASEMENT PER THIS SURVEY.
- T.S. = THIS SURVEY
- P/L = PROPERTY LINE

MEASUREMENTS OF THIS SURVEY AGREE WITH RECORD UNLESS OTHERWISE NOTED.

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS' ACT AT THE REQUEST OF ANTHONY LOMBARD ON FEBRUARY 20, 1994.

David E. Paoli

DAVID E. PAOLI, RCE 18341
LICENSE EXPIRES 6-30-97

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE LAND SURVEYORS' ACT THIS 21st DAY OF NOVEMBER, 1994

C.F. CAMPBELL, COUNTY SURVEYOR
MENDOCINO COUNTY, CALIFORNIA

BY *Arthur W. Colvin* DEPUTY

ARTHUR W. COLVIN, L.S. 6112, DEPUTY COUNTY SURVEYOR
LICENSE EXPIRES: 3-31-98

COUNTY RECORDER'S STATEMENT

FILED THIS 27th DAY OF 2000, 1994, AT 2:55 P.M.
IN MAP CASE 02 DRAWER 57 PAGE 23 AT THE
REQUEST OF DAVID PAOLI.

MARSHA A. YOUNG, COUNTY RECORDER

BY *Annelle Grace*, DEPUTY

FEE \$ 8.00

#000

SHEET 1 OF 1

**RECORD OF SURVEY
FOR ANTHONY LOMBARD**

IN SECTION 6, T13N, R16W, MDM
MENDOCINO COUNTY, CALIFORNIA

DAVID E. PAOLI, P.E.
P.O. BOX 737
FORT BRAGG, CA

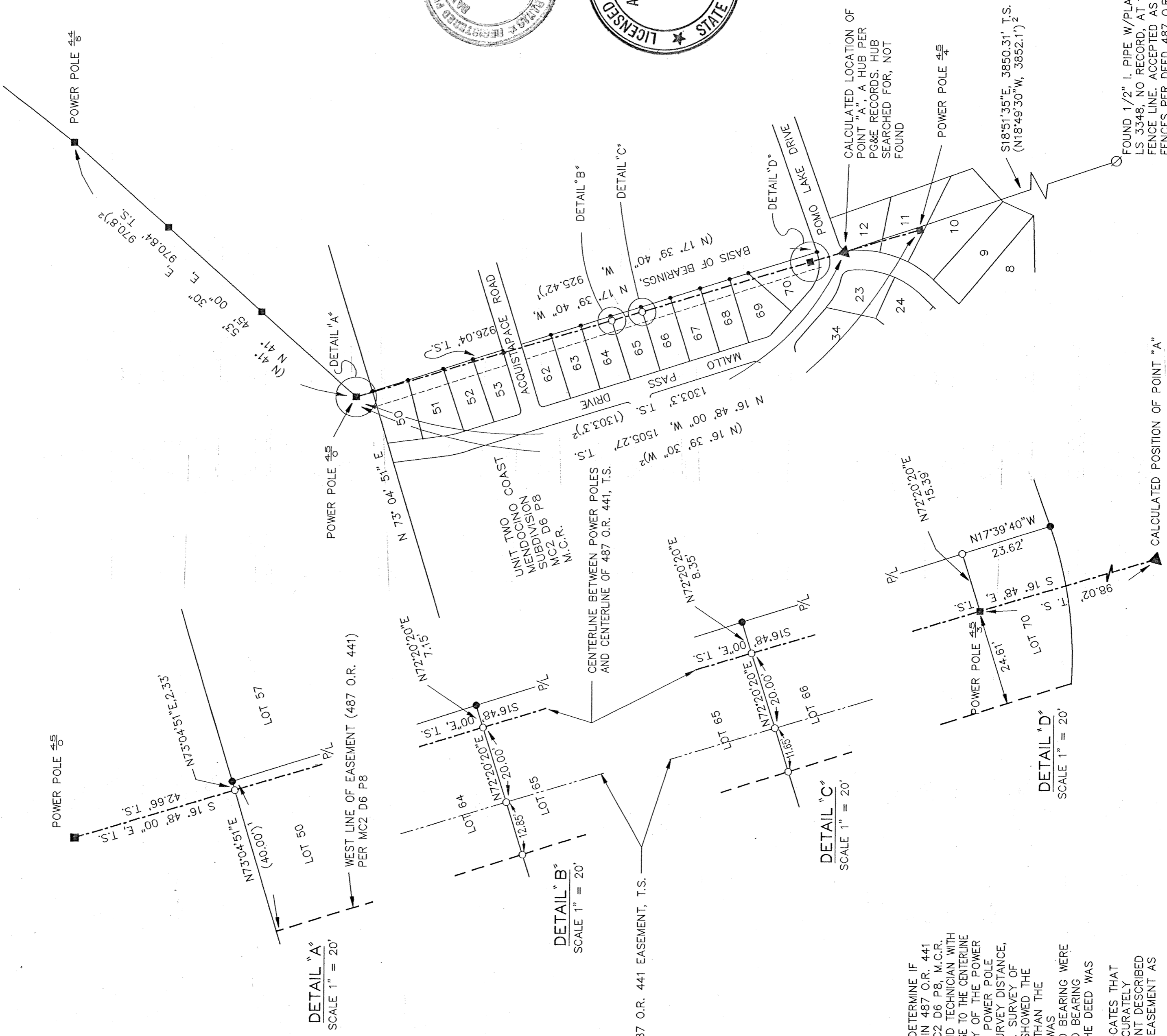
MAY, 1994

SCALE 1"=200'
JOB 94-09

MAP CASE 02
DRAWER 57
PAGE 23

R05 38-94

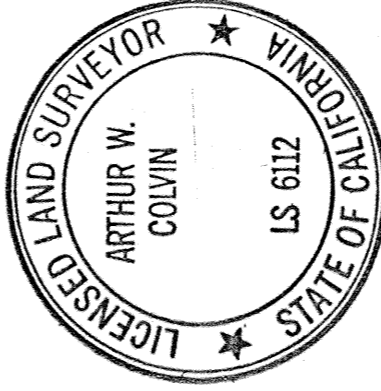
THE BASIS OF BEARING IS S17°39'40"E,
AS SHOWN PER MAP CASE 2, DRAWER 6, PAGE 8, M.C.R.
OF LOT 70 AND THE SOUTHEAST CORNER
BETWEEN FOUND MONUMENTS AT THE SOUTHEAST CORNER



NOTE

THE PURPOSE OF THIS SURVEY WAS TO DETERMINE IF THE LOCATION OF THE EASEMENT DESCRIBED IN 487 O.R. 441 WAS AS SHOWN ON THE SUBDIVISION MAP, MC2 D6 P8, M.C.R. CONVERSATIONS WITH LARRY BADGLEY, LEAD LAND TECHNICIAN WITH PG&E, INDICATED THE POWER POLES WERE SET AS CLOSE TO THE CENTERLINE OF THE RIGHT OF WAY AS POSSIBLE. SURVEY OF THE POWER POLES SHOWED THE DEED DISTANCE BETWEEN POWER POLE 45 AND 46 WAS NEARLY THE SAME AS THE SURVEY DISTANCE, AND THE BEARING WAS 0° 08' 30" DIFFERENT. SURVEY OF THE LINE BETWEEN POWER POLE 45 AND 46 SHOWED THE SURVEY BEARING WAS 0° 08' 30" DIFFERENT THAN THE DEED BEARING. THE TIE POINT OF THE DEED WAS LOCATED BY SURVEY, AND THE DISTANCE AND BEARING WERE WITHIN 1.8 FEET AND 0° 02' 05" OF THE DEED BEARING AND DISTANCE. POINT "A" REFERRED TO IN THE DEED WAS SEARCHED FOR BUT NOT LOCATED.

THE EVIDENCE FOUND IN THIS SURVEY INDICATES THAT THE EXISTING POWER POLE LINE LOCATION ACCURATELY REPRESENTS THE CENTERLINE OF THE EASEMENT DESCRIBED IN 487 O.R. 441, AND THE POSITION OF THIS EASEMENT AS SHOWN IN MC2 D6 P8 IS INCORRECT.



FOUND 1/2" I. PIPE W/PLASTIC PLUG, TAGGED LS 3348, NO RECORD, AT INTERSECTION OF FENCE LINE. ACCEPTED AS INTERSECTION OF FENCES PER DEED 487 O.R. 441.



Tammy Tengs <tammy@land22.com>

Fwd: PAMB survey results and technical assistance for 15101 Mallo Pass RD, Manchester, CA (APN 132-110-26)

1 message

Wed, Sep 6, 2023 at 9:41 AM

[REDACTED]
to: tammy@land22.com

Sent from my iPhone

Begin forwarded message:

From: Jessie Waldman <waldmanj@mendocinocounty.org>
Date: March 16, 2022 at 1:08:36 PM PDT
To: Gregory_Schmidt@fws.gov, [REDACTED]
Subject: Re: PAMB survey results and technical assistance for 15101 Mallo Pass RD, Manchester, CA (APN 132-110-26)

Thank you Greg,

I have added this to our County Records for future reference.

Enjoy your day!!!

Jessie Waldman
Planner II
County of Mendocino - Planning & Building
[120 W. Fir Street](#)
[Fort Bragg, CA 95437](#)
[Office: 707-964-5379](#)
Email: waldmanj@mendocinocounty.org

"Due to the Health Officers Order, we have closed both the Fort Bragg and Ukiah public counters in Planning and Building Services. Our staff remain behind closed doors working on existing applications for permits and discretionary actions. We are still open for business. If you have new permit applications, we encourage you to mail, e-mail or send them into us through our new E-permit site at <https://www.mendocinocounty.org/government/planning-building-services>. If you have any questions, please e-mail us at pbs@co.mendocino.ca.us, or call our Fort Bragg offices at (707) 964-5379 and Ukiah offices at (707) 234-6650. We will respond to your calls and e-mails just as quick as we can."

>>> "Schmidt, Gregory" <gregory_schmidt@fws.gov> 3/16/2022 12:25 PM >>>
Hi Mary,

I conducted a PAMB presence/absence survey within all suitable habitat found on your parcel (APN 132-110-26) plus a 100-foot buffer around your parcel on March 7 and 8, 2022. No sign of Point Arena mountain beaver occupancy was found during my surveys. I surveyed your parcel and all portions of adjacent parcels within 100 feet on 7 March except for the parcel immediately across the road from your parcel (APN 132-110-03), which was surveyed on 8 March...when I gained access authorization from the land owner. I surveyed out 100 feet since that is the maximum distance I expect potential impacts (mainly vibratory forces from digging and placing the foundation) to occur for standard hoe construction. Because the habitat to the

east of your parcel is directly connected to suitable habitat on your parcel (as opposed to suitable habitat across the road from your parcel) my negative survey results will be good for the next two calendar years (ending on 8 March 2024). If you haven't completed your home construction by then please contact me for additional technical assistance for the PAMB. I conclude that in the next two years, your proposed project is unlikely to result in the "take" of the federally endangered PAMB and may proceed at any time. I did not survey for the larval host plant, *Viola adunca* (dog violet), of the Behren's silverspot butterfly. A *Viola adunca* survey must be conducted when the plant is flowering, which is just about now, but for sure in April (I had a few plants blooming by the Point Arena Lighthouse on 10 March 2022). I will be trained to survey for the plant species this spring and may be able to stop by after my training session. Thanks.

Greg

Gregory Schmidt
Fish & Wildlife Biologist
US Fish and Wildlife Service
Arcata Fish and Wildlife Office
[1655 Heindon Road, Arcata CA 95521-4573](#)
Phone: (707) 825-5103; Fax: (707) 822-8411; Cell: (707) 834-3193
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