172-1541

## DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR LAKE ALMANOR PINES SUBDIVISION, UNIT TWO

KNOW ALL MEN BY THESE PRESENTS, made and executed this 11th day of March 1966, that,

WHEREAS, EDWARD J. CARR, is the sole owner of and the only person having an interest in that certain real property as shown on the map of "LAKE ALMANOR PINES SUBDIVISION, UNIT NO. TWO", official map of which was recorded in the office of the Recorder of the County of Plumas, State of California, on April 6, 1966, in Map Book 3 at Pages 25, 26, and 27.

WHEREAS, it is desired to impose certain protective covenants and restrictions for the development of all lots as shown on said map of "LAKE ALMANOR PINES SUBDIVISION, UNIT NO. TWO", which covenants and restrictions are hereinafter set forth.

NOW, THEREFORE, the said EDWARD J. CARR does hereby declare as follows:

- 1. AREAS OF APPLICATION: The covenants and restrictions herein enumerated shall apply to all of the lots.
- 2. Not more than one single family residence and one guest house may be constructed on any one residential lot. The main residence shall be the first constructed and shall contain a minimum of 600 square feet of living area on the ground floor.
- 3. The exterior of any building shall be completed within one (1) year of date of starting construction. All exterior material shall be new. No metallic roofing or siding shall be used unless such are painted or coated with a non-glare material.
- 4. All construction, including plumbing and sewage facilities shall conform to Plumas County Codes and Regulations.
- 5. No firearms may be discharged on any lot in this subdivision and all hunting, including bow and arrow, is prohibited in this subdivision.
  - 6. Fireworks of any description are prohibited in this subdivision.
- 7. No livestock, horses, or chickens shall be kept on any lot in this subdivision. This restriction does not include household pets.
- 8. There shall be no camping of any nature in this subdivision, except during a one year construction period provided the same is properly served with water and sewage facilities confoming to Plumas County, California Codes and Regulations.
- 9. TERM: These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

10. MAINTENANCE: As part of the consideration supporting the sale and conveyance of any residential lot or property in this subdivision, the Grantee, by taking title thereto for himself, his successors and assigns, agrees and covenants with the Declarant, that once construction of a home begins, he will improve, keep and maintain the yard and grounds in connection with such property in a neat and attractive condition equal to the general standards of neatness and attractivieness established by other improved residential properties in this same subdivision. He further covenants and agrees that if such yard and grounds are not at any time so improved, and/or maintained, the Declarant hereof, his successors and assigns, shall be entitled and have to right to demand in writing that such yard and grounds be so improved, and/or maintained, and if after 30 days following such written demand, such yards and grounds have not been so improved and/or maintained, the Declarant, or his agents may enter upon such yard and grounds and perform such work as at any time is necessary to accomplish the objects of this clause, and the costs of such work on said property in connection with either improvements or maintenance, or both, shall become due and payable to the Declarant by the owner, or owners, of such premises and constitutes a lien on and against such property until paid.

- 11. That the breach of any of the foregoing conditions shall constitute a cause of action against the property owner committing the breach, by any property owners in the above described subdivision.
- 12. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand on the date first written above.

State of California)SS County of Ventura )

day of March, 1966, before me,

Notary Public in and for the County of Ventura, sonally appeard Edward J. Carr, known to me to be the person whose name ersonally appears toward J. Call, known to me to me that he executed ascribed to the foregoing instrument and acknowledged to me that he executed

JEANNE R. LOCEY

NOTARY PUBLIC - CALIFORNIA

COUNTY OF VENTURA

My Commission expires

Jeanne R. Loosy My Commission Expires Jan. 90, 1968

4056

RECORDED AT REQUEST OF

ABSTRACT AND TITLE COMPANY
APRIL 21, 1966
AT. 10. MIN. PAST. 9. AM

VOL ... 172 ... FASE .. 1541. .... OFFICIAL RECORDS

PLUMAS CO. CAL. RECORDS

legen gronvold RECORDER

FEE 2.80 ....