

Recording Requested By
LANE'S BUILDERS, INC.
P.O. Drawer 1120
Burney, CA 96013

When Recorded Mail To
LANE'S BUILDERS, INC.
P.O. Drawer 1120
Burney, CA 96013

RECORDED AT REQUEST OF ^{BOOK} 425 ^{PAGE} 722
Lane's Builders, Inc.
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Official Records, Lassen County, California
P. J. ITHURBURN, RECORDER
Fee 8.00 pd, Doc. No. 5833

~~AVAILX 333~~

DECLARATION OF RESTRICTIONS

This DECLARATION OF RESTRICTIONS made this 20th day of October, 1983, by LANE'S BUILDERS, INC., a California Corporation, 2004 Main Street, P.O. Drawer 1120, Burney, California, 96013, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of LEAVITT LAKE HOMESITE UNIT IV, filed October 20, 1983, in Book 22 of Maps, Pages 78-79, of the Official Records of the County Recorder for Lassen County, California.

WHEREAS, Declarant intends to sell the above described property, restricting it in accordance with a common plan designed to preserve the value and residential qualities of said land, for the benefit of its future owners.

NOW, THEREFORE, Declarant declares that said real property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied, subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of said property and of each and every person or entity who now or in the future owns any portion or portions of said real property.

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, a private garage and other outbuildings used in connection with and subservient to such residential use including but not limited to carport, patio walls and swimming pool structures.

2. DWELLING SIZE: The ground floor area of the main structure, exclusive of one-story open porches, patios and garages, shall be not less than nine hundred (900) square feet for a one-story dwelling, nor

less than one thousand five hundred (1,500) square feet for a dwelling of more than one story.

3. TANKS, CLOTHESLINES, GARBAGE CANS, ETC.: No elevated tanks of any kind shall be erected, placed, or permitted on any lot or any part thereof. Any tanks used in connection with any residential use, including storage tanks for fuels, must be buried or enclosed by a fence or wall sufficient to conceal them from the view from other lots, roads, or streets. Also, all clotheslines, garbage cans, equipment, coolers, wood piles, or storage piles shall be enclosed by a fence or wall sufficient to conceal them from the view of other lots, roads, or streets.

4. BUILDING LOCATION:

(a) No building shall be located on any lot nearer than twenty (20) feet to the front lot line, or nearer than twenty (20) feet to any side street line of said streets.

(b) No building shall be located nearer than six (6) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than twenty (20) feet to the rear lot line.

(c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision map. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements from which a public authority or utility company is responsible.

6. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood including, but not limited to, the storage or parking of junk automobiles, storage of rubbish

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of any character, litter, or storage of any property or substance or engage in any activity that will emit objectionable odors or cause noise that will disturb the peace, quiet or comfort of the occupants of other lots.

7. TEMPORARY STRUCTURES:

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

(b) No garage or other outbuilding shall be placed, erected, or maintained upon any lot except for use in connection with a residence already constructed or under construction at the time that such garage or other outbuilding is placed or erected upon the property. Nothing herein shall be construed to prevent the incorporation and construction of a garage as a part of such dwelling house.

8. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period and election campaign signs.

9. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

10. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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

12. SEWAGE DISPOSAL: No individual sewage-disposal system shall be permitted on any lot.

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13. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. SOLAR: No covenant, restriction, or condition contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale of, or any interest in, real property which effectively prohibits or unreasonably restricts the installation or use of a solar energy system shall be permitted. Reasonable restrictions on a solar energy system are those restrictions which do not significantly increase the cost of the system or significantly decrease its efficiency, or which allow for an alternative system of comparable cost and efficiency.

15. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) 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.

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

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictions the day and year first above written.

Declarant:

LANE'S BUILDERS, INC.,
A California Corporation

By James D. Moffatt
JAMES D. MOFFATT
Secretary/C.F.O.



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