

8/1959

FRANCES L. ZURILGEN
GEORGIA L. WILLIAMS
8 SAN BENITO CT. 925-935-3922
WALNUT CREEK, CA 94598-4101

DECLARATION OF TRACT RESTRICTIONS

THIS DECLARATION OF TRACT RESTRICTIONS, made and entered into this 26th day of August, 1959, by and between WENDELL C. HAMMON and LOLA LEE HAMMON, and WARREN S. PITTMAN and FRANCES E. PITTMAN,

WITNESSETH:

WHEREAS, the parties hereto are the owners of all that certain real property shown and designated upon the Official Map of Spring Valley Addition in Feather River Forest Homes, which map was filed of record in the Office of the County Recorder of the County of Butte, State of California, on the 23rd day of July, 1959 in Book 24 of Maps, at pages 3, 4, & 5, and

WHEREAS, the above named parties desire to restrict all of the lots of that certain property shown on said map, and

WHEREAS, the parties hereto are the owners of certain lots of real property shown and designated upon the official Map of Feather River Forest Homes, Cascade Addition, which map was filed of record in the Office of the County Recorder of the County of Butte, State of California, on the 17th day of February 1930, in Book 9 of Maps, at pages 32a and 33a, and

WHEREAS, the above named parties desire to restrict the following lots of said Cascade Addition as shown on said map:

LOT 21; Lots 25 through 40, Lots 42 through 46;
LOT 48, and Lots 56 through 129, and

WHEREAS, the declarants herein are the owners of other real property either adjacent to or in the immediate vicinity of the real property herein specifically described, and it is not desired nor intended that said adjacent property, or other of the property of declarants located in the said immediate vicinity, be imposed with this Declaration of Tract Restrictions, and

WHEREAS, the parties hereto are about to sell, dispose of and convey said parcels of land so owned by them for the purposes of enhancing the value of said property, and deeming it to be to the advantage and best interest of the owners of said real property, to impose on said lots and to create thereon covenants, conditions and restrictions regarding the use and occupancy of said lots.

NOW, THEREFORE, in consideration of the premises and covenants and conditions and agreements hereinafter contained, the undersigned hereby certify and declare that they have established, and do hereby establish, that there is hereby imposed on each of said lots the covenants, conditions and restrictions hereunto set forth, subject to which all parcels or portions of said property shall be held, used, leased, sold and conveyed; all of which are for the benefit of said property and of each and every owner thereof, and which shall inure to the benefit of said property, and whether said covenants, conditions and restrictions be set forth in subsequent conveyances or not, said covenants, conditions and restrictions shall nevertheless continue and shall remain in full force and effect and shall be deemed and treated as covenants, and running with the land and shall bind the heirs, successors, administrators and assigns of the parties hereto.

Said restrictions are as follows:

1. Nothing noxious or offensive shall be carried on or permitted upon any of said lots, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood.
2. No building, structure or cabin shall be erected or permitted on any lots nearer than 20 feet from any street, or roads, or nearer than 5 feet from side lines of said lots, excepting where two or more lots are

restrictions shall apply only to the outside side lines of the two or more lots purchased. Lots 43 and 44 of Spring Valley Addition are hereby excepted from this paragraph.

- (a) No derrick or other structure designed for use in boring, mining or quarrying for water, oil or natural gas, or precious minerals shall ever be erected, maintained or permitted upon any lot in Cascade Addition and Spring Valley Addition.

Building, structures or cabins shall be permitted to be erected on Lots 68 and 69 in Spring Valley Addition, within 10 feet from the side lines fronting on Pine Cove Road.

3. Said lots shall be used only for the building and maintenance thereon of a private residence with the necessary outbuildings. Such residence and outbuildings shall not be flat roofed nor present the appearance of shacks, but must be of neat design and slightly appearance and each lot shall be limited to one residence, excepting that the following lots in the Cascade Addition are to be combined in two-lot units for the purposes of building thereon one residence, Lots 28 and 29; lots 35 and 36; lots 37 and 38; lots 39 and 40; lots 53 and 59; lots 56 and 57; lots 42 and lots 81 and 82; lots 83 and 84; lots 85 and 86; lots 87 and 88; lots 89 and lots 79 and 80; and the following combinations of lots and one-half lots shall only be occupied by one residence; Lot 27 and the East half of Lot 25; 25 and the West half of Lot 26; Lot 44 and the East half of Lot 45; Lot 46 and the West half of Lot 45; and lots 76, 77 and 78 shall be occupied by only one residence.

No single family residence shall be erected in Spring Valley Addition or Cascade Addition which does not contain 800 square feet, or more of ground floor space and such minimum space shall be computed excluding unenclosed porches, unenclosed utility or recreation area, or automobile garage or carport area.

4. No timber or underbrush of a size greater than six inches at the base shall be removed from said lots, or be destroyed unless such removal is necessary to provide a location for a residence or outbuildings or because said timber or underbrush shall become unsafe.

5. No commercial business of any kind shall be conducted on said lots of Spring Valley Addition nor on lots of Cascade Addition, as hereinbefore mentioned.

6. No horses, cattle, sheep goats, hogs, poultry or other live-stock, other than household pets, shall be kept or pastured on any part of said real property.

7. There is reserved a right of way over said lots in Spring Valley Addition and Cascade Addition for the erection and maintenance of underground water pipe lines, telephone utilities and appurtenances thereto, together with the right to anchor telephone and electric poles within the subdivision lots within the five foot side line area and the 5 foot area in the rear of said lots, also within the 20 foot set back area on the road frontage; also the right to trim and remove trees along said easements when necessary for utility purposes.

8. Any and all structures erected upon said lots or situated thereon shall be kept in a clean and safe condition free of all fire hazards.

9. When the erection or construction of any structure is once begun, the work thereon must be prosecuted diligently and it must be completed within a reasonable length of time not to exceed one year.

10. No privies or cesspools shall be erected or permitted. All toilets must be of acceptable septic tank variety, approved by the Butte County Health Department, and must be connected with or constructed inside of the residence or garage. All sewage and household drainage and garbage shall be sanitariously disposed of by the buyer at his own expense and in accordance with County and State regulations.

11. Invalidation of any one or more of these covenants, restrictions

or conditions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. Any breach of any of the foregoing conditions, covenants or restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said premises or any part thereof, but said covenants or conditions or restrictions shall be binding upon and effective against any subsequent owner of said premises.

12. That by the acceptance of a deed or any other instrument conveying any of said property or any interest or estate therein, the grantee, purchaser or purchasers shall be deemed and considered to have expressly agreed to each and all of the conditions hereinabove set forth and to be bound by them with full force and effect as if each and every condition, restriction and covenant herein contained were set forth in full in such deed, instrument or contract.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first hereinabove written.

(Signed) Wendell C. Hammon
Wendell C. Hammon

(Signed) Lola Lee Hammon
Lola Lee Hammon

(Signed) Warren S. Pittman
Warren S. Pittman

(Signed) Frances E. Pittman
Frances E. Pittman

State of California)
County of Butte) ss

On August 26, 1959, before me,
Loran R. Smith, a Notary Public,
in and for said County and State,
personally appeared WENDELL C. HAMMON
and LOLA LEE HAMMON, and WARREN S.
PITTMAN and FRANCES E. PITTMAN, known
to me to be the persons whose names
are subscribed to the within instrument
and acknowledged to be that they
executed the same,

(Signed) Loran R. Smith
Loran R. Smith, Notary Public

My commission expires May 17, 1962.

The undersigned hereby certifies that this is a true and exact copy of Declaration of Restrictions, recorded July 23, 1959 in the office of the recorder of the County of Butte, at 4:46 O'Clock P.M. in Book 1016 of Official Records, at pages 102, 103, and 104.

OROVILLE TITLE COMPANY

By _____
Vice President