

**If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status. Gov. Code Sec. 12956.1(b)(1)**

Any person who believes that this document contains an unlawful restrictive covenant as described above may submit to the County Recorder a completed Restrictive Covenant Modification form. A complete copy of the original document must be attached to the Restrictive Covenant Modification form, with the unlawful language redacted. After submission to the Recorder, the form and attached document will be reviewed by County Counsel, and if the attached document properly redacts an unlawful covenant, the form and attached document will be recorded. If you submit a request to record a modification document, you must provide a return address in order for the County Recorder to notify you of the action taken by the County Counsel regarding the form. Gov. Code Sec. 12956.2(a)(1), (b)(1), (c)

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

THIS SPACE FOR RECORDER'S USE ONLY

### RESTRICTIVE COVENANT MODIFICATION

The following reference document contains a restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in Section 12955 of the Government Code, or ancestry, that violates state and federal fair housing laws and is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of redacting and eliminating that restrictive covenant as shown on page(s) \_\_\_ of the document recorded on \_\_\_\_\_(date) in book \_\_\_\_\_ and page \_\_\_\_\_ or instrument number \_\_\_\_\_ of the official records of the County of \_\_\_\_\_, State of California.

Attached hereto is a true, correct and complete copy of the document referenced above, with the unlawful restrictive covenant redacted.

This modification document shall be indexed in the same manner as the original document being modified, pursuant to subdivision (d) of Section 12956 of the Government Code.

The effective date of the terms and conditions of the modification document shall be the same as the effective date of the original document.

Signature of Submitting Party: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_ County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, hereby states that it has determined that the original document referenced above contains an unlawful restriction and this modification may be recorded.

Or

\_\_\_\_\_ County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, finds that the original document does not contain an unlawful restriction, or the modification document contains modifications not authorized, and this modification may not be recorded.

\_\_\_\_\_  
County Counsel

By:

Date:

40447

RECORDED AT REQUEST OF  
Edward W. Temp  
December 9, 1968  
AT 5 MIN. PAST 10 A.M  
VOL. 48 PAGE 75  
Official Records  
SIERRA CO. CAL. RECORDS  
George M. Peterman  
REORDER  
DEPUTY  
FEE \$6.00

40447

**DECLARATION OF RESTRICTIONS**

VERDI-SIERRA PINES, UNIT NO. 1

The owners of record of VERDI-SIERRA PINES, UNIT NO. 1, Subdivision do hereby certify and declare that they have established, and by these presents do hereby establish the following restrictions, covenants and conditions subject to which all lots, parcels and portions of said subdivision shall be held, used, leased, sold and conveyed, hereby specifying that said restrictions, covenants and conditions shall constitute covenants to run with all of 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 subdivision, this Declaration of Restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use as herein specified:

1. Nothing but a single private dwelling or residence designed for the occupancy of one family, together with a private garage or car port for the sole use of the family occupying such single private dwelling, shall be erected on any lots in said subdivision.

2. Except as herein provided, no trade, business, profession or other type of commercial activity shall be carried on upon any of the land covered by these restrictions. This shall not prevent an owner of a single family residence building from renting said property for residential use. As to lots reserved exclusively for single family residential use, there shall not be erected on any of said lots any residence which shall have a ground floor space of less than 1,000 square feet, exclusive of any portion thereof used for a garage or an outside porch.

3. No lot in said subdivision shall be subdivided/except to increase the size of adjoining lots, and any lots so subdivided shall be subject in all respects to the terms of these provisions.

4. Materials used as siding or roofing materials must be of a non-reflective material so that no glare shall be reflected upon adjoining properties.

5. No building, structure or cabin shall be erected or permitted on any lots nearer than 20 feet from any street, or a distance equal to 10% of the lot frontage from the sidelines of any lot. Provided, however, where two or more lots are declared and used as a single building site, these sidelines shall refer only to the lines bordering on the adjoining property owner.

6. No fence, wall or hedge higher than 6 feet shall be erected or maintained on any of said lots.

7. No portable building or trailers may be moved on any lot in said subdivision. Provided, however, that a construction shed may be placed on a lot and remain there temporarily during the course of active construction of the residence. Any such construction shed shall be removed immediately upon completion of the exterior of any building upon the premises. No construction shed, basement, garage, tent or other building of a temporary character shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No camping shall be permitted on any lot in said subdivision.

8. **No animals**, livestock, or poultry of any kind shall be raised, bred or kept for commercial purposes on any lot reserved exclusively for single family residential use in said subdivision. Provided, further, that no animal, bird or reptile, kept as a household pet, shall be kept in such a manner as to constitute a nuisance.

9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such materials shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All garbage or trash containers, oil tanks, bottled gas tanks, and other similar items must be under ground or placed in walled-in areas so that they shall not be visible from the adjoining properties or from the streets.

10. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State Department of Public Health of the State of California, or the Public Health Officer of Sierra County, whichever authority may be exercising jurisdiction over such matters at the time. Prior to the start of the construction of any facilities on any lot in this subdivision, the person desirous of constructing such facilities shall first submit the plans and specifications therefor to the appropriate agency exercising jurisdiction and shall obtain the approval therefor from such agency. Upon completion of construction of such facilities, approval thereof, as installed, shall be obtained from the appropriate agency.

11. All buildings erected within such subdivision shall be of new construction, and no house or other building shall be moved from a point without VERDI-SIERRA PINES, UNIT NO. 1, to a point within the same. Provided, however, that the provisions of this paragraph shall not be construed to prevent or prohibit the use of "used" brick in any construction, nor the use of a prefabricated dwelling house otherwise complying with these restrictions.

12. Perimeter foundations on all permanent buildings must be of concrete, cement block, rock or similar construction and must have a solid base extending to a depth of not less than 12 inches below the surface of the ground.

13. All residential construction within this subdivision must conform to the more stringent of the Federal Housing Authority minimum standards or any statute or ordinance of any competent government authority in addition to the provisions of these restrictions.

14. All buildings erected within said subdivision must be insulated in conformity with the minimum standards established by the Federal Housing Authority.

15. No activity or business, or any act, shall be done upon the property covered by these restrictions which may be, or may become, an annoyance or nuisance to the neighborhood.

16. There are hereby reserved for the purpose of installing and maintaining public, quasi public and/or private utility, and drainage and for such other purposes incident to development of the property, certain easements, all of which are shown on the recorded map. In addition thereto, declarant reserves for itself, its

successors and assigns, the right to issue easements and rights of way for public utility use, drainage purposes, or any one or more of the same, across any lot in such subdivision; provided, however, that said rights of way shall be located between the perimeter of the lot and the building setback line as set forth in paragraph 5 of these restrictions.

17. Declarant hereby reserves for themselves, their successors and assigns, the right to dedicate the roads, streets, avenues, and necessary easements abutting the lots in this subdivision to public use without the consent of any owner of any lot within such subdivision.

18. No signs of any character shall be permitted on any single residential lot in said subdivision except a sign not larger than 96 square inches setting forth the name of the owner or occupant of a lot and with the further exception of one only "For Rent" or "For Sale" sign not larger than 216 square inches. No signs of a commercial nature shall be erected at any time upon any residential lot in said subdivision, except a sign maintained during construction of a dwelling designating the name of the builder and contractor engaged in such construction, and a sign by declarants, or their agents, advertising the fact that lots are available for sale within said subdivision.

19. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any lot in the subdivision, and no refuse pile or unsightly objects shall be allowed to be placed or suffer to remain anywhere thereon; and in the event the owner of any lot in said subdivision shall fail or refuse to keep the said lot free of weeds, underbrush, or refuse piles or other unsightly growths or objects, then declarant or its successors and assigns shall have the right to enter upon the land and remove the same at the expense of the owner, and such entry shall not be deemed a trespass.

20. All dwellings shall have installed on or near (within 20 feet) them a fire extinguisher of dry chemical type (Kidde Mfg. Co. Model No. J 560, Purple K or equal) with a capacity of 10 pounds or more. This equipment shall be kept in a location free and clear of all obstructions and shall be maintained in serviceable condition at all times and also shall be subject to inspection by the fire protection organization designated by the Sierra County Board of Supervisors as having responsibility for fire protection of the subject subdivision area. None of the above requirements shall conflict with U. S. Forest Service fire regulations.

21. Declarant reserves for itself, its successors, and assigns, its agents, employees, or any contractor or subcontractor dealing with declarant or its successors and assigns, the right to enter upon the land covered by these restrictions for the purpose of carrying out and completing the development of property covered by these restrictions, including but not limited to, completing any dredging, filling, grading or installation of drainage, water lines or sewer lines. These reserve rights in declarants shall also apply to any additional improvement which declarant has the right, but not the duty, to install, including but not limited to any streets, sidewalks, curbs, gutters, beautifications or other improvements. In this respect, declarant agrees to restore said property to its condition, at the time of said entry, and shall have no further obligation to the owner of any lot in connection therewith.

22. There is hereby created an Architectural Committee consisting of three persons. The initial members of the Architectural Committee shall be appointed by the declarant. In case of the death, resignation, incapacity, or failure to act of any member of the

Architectural Committee, the remaining member or members of the Architectural Committee shall fill any vacancy or vacancies upon said committee no matter how created. Any member of the Architectural Committee may be removed for any cause upon the vote of two members thereof. Any such appointment to fill a vacancy, or any such removal of a member, shall be evidenced by the recording of a written notice thereof with the County Recorder of the County of Sierra, State of California.

In order to insure that the homes and other buildings in VERDI-SIERRA PINES, UNIT NO. 1, will preserve a uniformly high standard of construction, no building or other structure shall be erected, placed, or remain on any lot in this subdivision until the following conditions, in addition to others herein provided for, have been complied with:

A. All requirements of any competent government authority for the issuance of a building permit or license prior to the start of construction shall be complied with.

B. The plans, working drawings, specifications, front and side elevations, and a plot plan showing the location of the building or other structure, terraces, patios, walls, fences, driveways, poles, property lines and setbacks, must be submitted to the Architectural Committee and approved by said Architectural Committee as meeting the requirements of these restrictions. The Architectural Committee may demand proof that all requirements of any competent government authority have been complied with. Refusal of approval of the plans and specifications and the site location by the Architectural Committee may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Committee shall be deemed sufficient. In the event that such committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or in the event that no suit to enjoin the erection of such building or the making of such improvements has not been commenced prior to the completion thereof, approval will not be required, and said covenants shall be deemed to have been fully complied with.

C. No alterations in the exterior appearances of buildings or structures shall be made without the approval of the Architectural Committee.

D. The provisions herein contained shall apply equally to repair, alteration, or modification made in any building wall or other structure.

E. The requirements of the approval of the Architectural Committee shall be in addition to any requirement imposed by any competent government authority for the issuance of a building permit or license prior to the start of construction.

F. The declarants reserve the right at any time within the effective period of these restrictions, to appoint two additional members to the Architectural Committee, bringing the total number to five.

The persons who shall be the initial members of the Architectural Committee are as follows: EDWARD W. TEMP, WILLIAM LIGON, JR., and RICHARD ARDEN.

In order to provide for the payment of the expenses of the Architectural Committee and for a reasonable compensation to the members of the Architectural Committee, the

Architectural Committee is hereby authorized to impose a charge for all initial proposals submitted to it of an amount not to exceed TEN DOLLARS (\$10.00). The Architectural Committee shall adopt such rules and regulations for its proceedings as it shall deem necessary and shall set regular dates not less than once each month for its meetings.

23. Declarant reserves to itself, its successors and assigns, the right to transfer to an association of land owners of property within VERDI-SIERRA PINES, UNIT NO. 1, and in such adjacent area as declarant or its successors and assigns may deem reasonable and proper, all of the rights and duties of the Architectural Committee hereby established, or the rights herein reserved to declarant, or both. Such a transfer shall be effected by the recording of a written notice thereof with the County Recorder of the County of Sierra, State of California. Upon transfer of the rights and duties of the Architectural Committee as herein provided, the Architectural Committee shall be disbanded and shall thereafter cease to function.

24. Declarant reserves for itself, and its successors and assigns, the right to waive, abandon, terminate, modify, alter, or change these restrictions, as to the whole of such subdivision or any portion thereof with the written consent of the owners of 70% of the lots in said subdivision; and in case only a portion of said subdivision is intended to be affected the written consent of the owners of 70% of the lots in the portion to be affected shall also be secured. No such waiver, abandonment, termination, modification, or alteration shall become effective until the proper instrument in writing shall be executed and recorded in the office of the County Recorder of the County of Sierra, State of California.

25. The various restrictive measures and provisions of this declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each lot in the said subdivision, and failure by the declarant or any other person or persons entitled so to do to enforce any measure or provision upon violation thereof shall not estop or prevent the enforcement thereof thereafter, or be deemed a waiver of the right so to do.

26. These restrictions shall remain in full force and effect until January 1, 1988, and may thereafter be continued in effect for such time as may be deemed necessary by the written consent of the owners of 70% of the lots in said subdivision.

27. A breach of the foregoing restrictions, covenants, or conditions, 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 restrictions, covenants, and conditions shall be binding upon and effective against any subsequent owner of said premises.

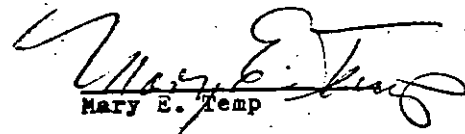
28. Invalidation of any one of these restrictions, covenants or conditions by judgment or court order shall in no way effect any of the other provisions hereof, which such other provisions shall remain in full force and effect.

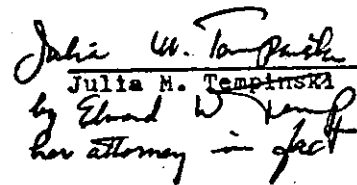
29. Each grantee of a conveyance, purchaser under a contract of sale, or lessee under any lease, by accepting a deed, or contract of sale, or agreement of purchase, or a lease, accepts the same subject to all of the covenants, restrictions, easements and agreements set forth in this declaration and agrees to be bound by the same whether or not they are set forth or referred to in such instrument. Damages

for any breach of the terms, restrictions and provisions of this declaration are hereby declared not to be adequate compensation therefor, that such breach and any continuation thereof may be enjoined or abated by appropriate action by this declarant, or by an owner or by owners of any other lot or lots in this subdivision.

30. In the event any person entitled so to do shall bring any action to enforce the provisions hereof, such person shall be entitled to recover from any person or persons violating the provisions hereof and against whom such action is brought, a reasonable attorney's fee to be fixed by the Court.

  
Edward W. Temp

  
Mary E. Temp

  
Julia M. Tempinski  
by Edward W. Temp  
her attorney in fact

STATE OF NEVADA ) SS  
COUNTY OF WASHOE)

On December 5, 1968, before me, the undersigned, a Notary Public in and for said State, personally appeared Edward W. Temp, Mary E. Temp and Julia M. Tempinski, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

Witness my hand and official seal.

\*Edward W. Temp as attorney in fact for a.o.m.

  
Notary Public in & for said State

