

DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS ON USE AND OCCUPANCY.

KNOW ALL MEN BY THESE PRESENTS, made and executed this 11th day of January, 1960.

WHEREAS, L. GAY DAMON and GERALDINE E. DAMON are the owners of a certain tract of land situated in Butte County and described as follows:

PARCEL 1: The Southwest quarter of the Northwest quarter of Section 10, Township 19 North, Range 4 East, M. D. B. & M., excepting therefrom all that portion lying within the boundaries of Northgate Village Subdivision Unit No. 1, which map was recorded in the office of the Recorder of the County of Butte, State of California, November 18, 1957 in Book "22" of Maps, at pages 45, 46 and 47.

PARCEL 2: Lots 1 to 11 inclusive, Lot 13 and Lots 17 to 44 inclusive of Northgate Village Subdivision Unit No. 1, which map was recorded in the office of the Recorder of the County of Butte, State of California, November 18, 1957 in Book "22" of Maps, at pages 45, 46 and 47.

WHEREAS, L. GAY DAMON and GERALDINE E. DAMON are offering for public sale a portion of the above described property and desire to impose certain restrictions on their possession and use for future purchases and successors in interest, in order to give assurance to each purchaser that the above described property will be, and will continue to be, exclusively a residential district.

NOW, THEREFORE, L. GAY DAMON and GERALDINE E. DAMON hereby declares that they intend to offer for sale and to convey and hereby undertakes covenants and agrees with each purchaser of the various parcels of land that they will offer and will convey, each and all of the parcels sold by it, its successors or assigns, subject to the following restrictions on their possession, use and enjoyment.

PART A. PREAMBLE.

A-1. The lands herein described are those pieces, parcels and lots situated in the County of Butte, State of California, more particularly described as follows, to-wit:

PARCEL 1: The Southwest quarter of the Northwest quarter of Section 10, Township 19 North, Range 4 East, M. D. B. & M., excepting therefrom all that portion lying within the boundaries of Northgate Village Subdivision Unit No. 1 which map was recorded in the office of the Recorder of the County of Butte, State of California, November 18, 1957 in Book 22 of Maps, at pages 45, 46 and 47.

PARCEL 2: Lots 1 to 11 inclusive, Lot 13 and Lots 17 to 44 inclusive of Northgate Village Subdivision Unit No. 1, which map was recorded in the office of the Recorder of the County of Butte, State of California, November 18, 1957 in Book "22" of Maps, at pages 45, 46 and 47.

PART B. AREA OF APPLICATION.

B-1. The residential area covenants in Part C in their entirety shall apply to the entire tract of land.

PART C. RESIDENTIAL AREA COVENANTS.

C-1. LAND USE AND BUILDING TYPE: No parcel of land shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any parcel of land other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

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C-2. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any parcel of land at a cost of less than the cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be built according to the Uniform Building Code and shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet for a one story dwelling nor less than 1000 square feet for a dwelling of more than one story.

No buildings or structures placed or erected on any of said parcels of land shall be used or occupied as a public garage or as a public inn or restaurant or for any manufacturing, industrial, commercial or public amusement purpose whatsoever, or for any unlawful purpose.

C-3. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any parcel of land at any time as a residence either temporarily or permanently.

PART D. GENERAL PROVISIONS

D-1. 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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners has been recorded, agreeing to change said covenants in whole or in part.

D-2. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

D-3. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

PART E.

E-1. SIGNS: No sign of any kind shall be displayed to the public view on any parcel of land 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 sale period.

E-2. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any of the above described property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any parcel of land. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any parcel of land.

E-3. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any parcel of land, except that dogs, cats and saddle horses, or other household pets may be kept providing that they are not kept, bred, or maintained for any commercial purpose.

E-4. GARBAGE AND REFUSE DISPOSAL: No property shall be used or maintained as a dumping ground for rubbish. Frash, 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.

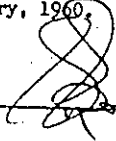
E-5. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any of the above described property unless such system is located, constructed and equipped in accordance with standard, and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in accordance with the insurance of mortgages covering property in this State and in effect on the date such system is constructed. Approval of such system shall be obtained from the Health Authority having jurisdiction.

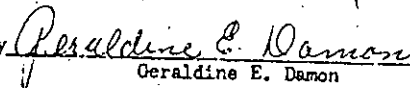
E-6. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner of the property within the triangle area formed by the street property lines and a line connecting them at points 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 property within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees 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.

CONCLUSION:

The undersigned, L. GAY DAMON and GERALDINE E. DAMON, owners of the property herein referred to, hereby confirms and agrees that they and their successors and assigns of their interest in said property, subject to the covenants and restrictions herein contained.

WITNESS OUR HANDS THIS 11th Day of January, 1960.

By  L. Gay Damon

By  Geraldine E. Damon

STATE OF CALIFORNIA.

County of BUTTE

On this 11th day of January, 1960, in the year one thousand nine hundred and sixty, before me, E. Virginia Lindsey, a Notary Public in and for the

County of BUTTE, State of California, duly commissioned and sworn, personally appeared L. GAY DAMON and Geraldine E. Damon

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of BUTTE the day and year in this certificate first above written.

Ntary Public in and for the County of BUTTE State of California. My Commission Expires July 1, 1963

Cowdery's Form No. 32—Acknowledgment—General. (C. S. Sec. 1167)

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RECORDED AT THE REQUEST OF BUTTE COUNTY TITLE CO.

JAN 22 1960

32 min. past 4 o'clock

M. Vol. page

OFFICIAL RECORDS OF BUTTE COUNTY, CALIFORNIA

ETHEL M. ESTES, County Recorder

DEPUTY RECORDER

Fee \$ 3.00

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