

DECLARATION OF RESTRICTIVE COVENANTS

on TRACT No. 100, YUBA COUNTY, CALIFORNIA

THIS DECLARATION made on the 1st day of September, 1967 by  
E. R. INGERSOLL and EMMA INGERSOLL, hereinafter called the OWNERS.

WITNESSETH:

WHEREAS, said parties are the owners of that certain real  
property situated in the County of Yuba, State of California, described  
as follows:

All Lots shown within the boundaries of Tract No. 100, Yuba County, California

WHEREAS, said owners desire to subject said hereinabove described  
real property to certain restrictive covenants for the benefit of said owners  
and other parties who may hereinafter acquire said real property or any  
parcel thereof.

NOW, THEREFORE, said owners hereby declare that all of said  
hereinabove described real property is held and shall be sold, conveyed,  
leased, occupied and let subject to the following restrictive covenants  
between them and the purchasers thereof, and between said purchasers,  
their assigns, heirs, and successors, to-wit:

1. DEFINITIONS:

A. "Said Map". The words, "Said Map" when used in said Declaration  
shall mean said map entitled, "Tract No. 100".

B. "Streets". The word "Street" as used in this Declaration is defined  
as streets shown upon said map.

C. "Front Street". The "Front Street" shall as any other lot than a  
corner lot, be deemed a street upon which said lot abuts. A "Front  
Street" as to corner lots shall be that street upon which said corner  
lot has its shortest frontage.

D. "Side Street". A "Side Street" shall, as to any corner lot, be  
deemed to be that street upon which said corner lot has its longest  
frontage.

E. "Dwelling House". The words "Dwelling House" as used in this  
Declaration shall be deemed to include both the main portion of a  
structure and all projections therefrom, such as porches or porticos  
covered in whole or in part by a roof, pergola or otherwise, and the  
like; but shall not include the eaves of such structures, nor any  
windows of similar projections.

F. "Ground Floor Area". The words, "ground floor area" as used in  
this Declaration shall constitute the area contained with the proper walls  
of the main building, measured from the exterior thereof, and excluding  
an attached garage or any other attached appurtenance not within the  
proper walls.

G. "Attached Garage". The words, "attached garage" as used in this Declaration does not mean a garage built within a dwelling house under the main roof structure.

2. RESIDENTIAL USE.

All lots in said Subdivision shall be used exclusively for single-family residences and no structure shall be erected, moved upon or maintained thereon except out buildings for personal use of the parties only, in strict conformity with Yuba County Building Standards and upon obtaining the approval of the Architectural Control Committee mentioned in Article 6. All plans shall be submitted to the Architectural Control Committee prior to commencement of any construction.

3. MINIMUM IMPROVEMENT VALUE.

No dwelling house shall be erected on any lot in said Subdivision having less than 600 square feet.

4. TRADE RESTRICTIONS.

No trade, craft, commercial or manufacturing enterprise conducted for profit shall be carried on upon any lot in said Subdivision, nor shall anything be done upon any lot which may be or become an annoyance or nuisance to the adjoining properties or to the neighborhood. Any deviation shall first be approved by Architectural Control Committee.

5. TEMPORARY STRUCTURES:

No trailer, basement, shack, garage, or other out-buildings which are erected or maintained in the Subdivision shall at any time be used only temporarily as living quarters during construction of standard buildings. In any event trailers or mobile houses shall not remain on any lot for a period of more than one year.

6. ARCHITECTURAL CONTROL COMMITTEE.

The first Architectural Control Committee shall be E. R. Ingersoll and Emma Ingersoll, his wife, together with three property owners in said Subdivision appointed by the foregoing, or representatives appointed by them. In the absence or event of death of any of them, their representatives shall be and constitute a committee.

7. CLEANLINESS:

All premises within said Subdivision shall at all times be kept and maintained in a clean and orderly manner and no trash, garbage or other waste materials shall be dumped or kept thereon excepting in sanitary containers to be emptied and disposed of at regular intervals, and all the premises within such Subdivision shall at all times be kept and maintained in such manner as the same shall not be offensive to the owners or occupants of other property within said subdivision.

8. MINIMUM SET-BACK.

There shall be a minimum set-back easement of 20 feet on all lots within the Subdivision and there shall be a 10-foot side yard set-back. Lots 1 through 16 shall have a rear set-back of 20 feet and the balance of the lots shall have a rear set-back of 10 feet.

9. EFFECT AND DURATION OF RESTRICTIONS.

These restrictions, conditions and covenants are expressly declared to run with the land and shall be binding upon all parties hereto and all purchasers of any of said property and their successors in interest, provided however, that the violation of any of these covenants shall in no manner affect any bona fide mortgage, deed of trust, or other credit security which is now,

or may hereafter be placed upon said premises, and the violation of the terms hereof shall in no manner cause loss or forfeiture of such property as to such security holder.

10. Except as otherwise provided herein, any person or persons owning any property situated within said Subdivision shall have the right to prosecute at law or in equity any proceedings which may be appropriate against any person or persons violating or attempting or threatening to violate or failing to comply with any one of the restrictions, covenants or conditions hereof, and to maintain against any such person any action for injunction, damages or other relief which may be proper in the matter.
11. Upon violation of any of the foregoing restrictions, covenants or conditions hereby imposed for the benefit of the entire tract and declared to be covenants running with the land, title to the lot or lots as to which such violations occur, subject to the rights of any existing bona fide mortgage, deed of trust or other credit security, shall revert to and become vested in the above named and undersigned declarant of these restrictions as his present interest therein exists.
12. LIVESTOCK.

No livestock, including poultry, shall be raised, kept or permitted on any of the residential property, other than ordinary domestic animals for owners personal use.

2157

RECORDED AT REQUEST OF

E. R. Ingersoll  
Sept 25 1967 AT 2:15 P.M.

BOOK 456 PAGE 538

OFFICIAL RECORDS, YUBA CO.

NORMAN R. DUNN Recorder

By E. R. Ingersoll Deputy

Fee \$3.60

E. R. Ingersoll  
E. R. Ingersoll

Emma Ingersoll  
Emma Ingersoll

P.O. Box 500. Daphne

STATE OF CALIFORNIA,

County of Yuba

On this 25th day of September in the year one thousand nine hundred and sixty-seven

before me, Donald J. Gavin, a Notary Public.

State of California, duly commissioned and sworn, personally appeared:

E. R. Ingersoll and Emma Ingersoll

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 Yuba County of Yuba the day and year in this certificate first above written.



DONALD J. GAVIN  
NOTARY PUBLIC - CALIFORNIA  
YUBA COUNTY

Donald J. Gavin  
Notary Public, State of California.



STATE OF CALIFORNIA  
COUNTY OF YUBA  
COUNTY RECORDER

AUG 21 2020

This is to certify that this is a true copy of the document  
on file in this office. TERRY A. HANSEN, COUNTY RECORDER  
COUNTY OF YUBA, MARYSVILLE, CALIFORNIA

By *Terry A. Hansen* Deputy