

DECLARATION OF RESTRICTIONS
North Portion of Twin Lakes Subdivision

THIS DECLARATION OF RESTRICTIONS made this 15th day of June, 1959, by ALPHA EUGENE DAY ANNETT, doing business as TWIN LAKES ENTERPRISES, hereinafter sometimes referred to as "Declarant",

WITNESSETH

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WHEREAS, the said Declarant is the owner of all of the lots or parcels of real property situated in the County of Mono, State of California, described as follows:

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| Lots 1 to 24 inclusive, Section "N" | Lots 1 to 5 inclusive, Section "S" |
| Lots 1 to 14 inclusive, Section "O" | Lots 1 to 14 inclusive, Section "T" |
| Lots 1 to 19 inclusive, Section "P" | Lots 1 to 7 inclusive, Section "U" |
| Lots 1 to 18 inclusive, Section "R" | Lots 1 to 5 inclusive, Section "V" |

of TWIN LAKES SUBDIVISION, the Official Plat of same being filed in the Office of the County Recorder of Mono County, California, on January 6, 1956 under File No. 1181;

and WHEREAS, Declarant is about to sell all or a portion of the said lots and desires to subject all of the said lots to the respective conditions, restrictions and covenants hereinafter set forth for the benefit of each and every lot hereinafter described, and for the benefit of the present and subsequent owners of each of said lots; and

WHEREAS, the intention of Declarant in making these restrictions is to keep this virgin area of the Twin Lakes Subdivision a natural and beautiful mountain home-site resort, and, as far as possible, protect the investments of all home-site buyers from being surrounded by buildings and homes not in keeping with the area; and these restrictions and requirements are similar to those required by the Forest Service for the National Forest Homesites;

NOW, THEREFORE, said Declarant hereby declares that each and every lot above described shall be conveyed subject to the conditions, restrictions, and covenants hereinafter set forth, to-wit:

ARTICLE I

GENERAL PURPOSE OF RESTRICTIONS

The real property affected hereby is subjected to the conditions, restrictions and charges herein contained to provide a settlement, community, or neighborhood of persons who are on a social equality, and to provide a high type and quality of improvements on said property which is to be used for residential purposes only, and for the preservation of value and for the benefit of each and every part of said property.

ARTICLE II

USE

1. No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, and a private garage for not more than two cars.
2. Easements for installation and maintenance of necessary utilities and drainage facilities are reserved.
3. 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.
4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot, any time as a residence either temporarily or permanently.

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

6 6. No oil drilling, oil development operations, oil refining, quarrying,
7 or mining operations of any kind shall be permitted upon or in any lot, nor
8 shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted
9 upon or in any lot. No derrick or other structure designed for use in boring
10 for oil or natural gas shall be erected, maintained or permitted upon any lot.

11 7. No animals, livestock, or poultry of any kind shall be raised, bred or
12 kept on any lot, except that dogs, cats or other household pets may be kept
13 provided that they are not kept, bred, or maintained for any commercial purpose.

14 8. Individual sewage-disposal systems shall be permitted, provided it
15 meets with the Mono County Sanitation Requirements and Regulations.

16 9. No fence, wall, hedge or shrub planting which obstructs sight lines at
17 elevations between 2 and 6 feet above the roadways shall be placed or permitted
18 to remain on any corner lot within the triangular area formed by the street
19 property lines and a line connecting them at points 25 feet from the intersection
20 of the street lines, or in the case of a rounded property corner from the inter-
21 section of the street property lines extended. The same sight line limitations
22 shall apply on any lot within ten feet from the intersection of a street
23 property line with the edge of a driveway or alley pavement. No trees shall be
24 permitted to remain within such distances of such intersections unless the
25 foliage line is maintained at sufficient height to prevent obstruction of such
26 sight lines; provided, however, that the protection of all native trees and
27 shrubs shall be taken.

28 10. No buildings shall be erected, placed or altered on any lot until the
29 construction plans and specifications and a plan showing the location of the
30 structure on the lot have been approved by an architectural control committee
as to quality of workmanship and materials, harmony of exterior design with
existing structures, and as to location with respect to finish grade elevation.
The architectural control committee is composed of NORMAN T. ANNETT, PHILIP
De LONGCHAMPS, and FRANK CRAWFORD. At any time, the then record owners of a
majority of the lots shall have the power by an instrument in writing, duly
recorded in the office of the County Recorder of Mono County, California, to
change the membership of the committee or to withdraw from the committee or
restore to it any of its powers and duties. The committee's approval or dis-
approval as required by these covenants shall be in writing. In the event the
committee or its designated representative fails to approve or disapprove
within thirty days after plans and specifications have been submitted to it,
or in any event, if no suit to enjoin the construction has been commenced prior
to the completion thereof, approval will not be required and the related cov-
enants shall be deemed to have been fully complied with.

ARTICLE III

SIZE AND LOCATION OF BUILDINGS

1 No building shall be located on any lot nearer to the front curb line or
2 nearer to the side street line than the minimum building setback lines shown
3 on the recorded plat. In any event, no building shall be located on any lot
4 nearer than 20 feet to the front curb line, or nearer than 15 feet to any side
5 street line. No building shall be located nearer than ten feet to an interior
6 lot line, except that no side yard shall be required for a garage or other per-
7 mitted accessory building located 30 feet or more from the minimum building
8 setback line, except by permission of the above named architectural control
9 committee. No dwelling shall be located on any interior lot nearer than 10 feet
10 to the rear lot line. For the purposes of this covenant, eaves, steps, and
11 open porches shall not be considered as part of a building, provided, however,
12 that this shall not be construed to permit any portion of a building on a lot
13 to encroach upon another lot.

ARTICLE IV

DECLARATION OF COVENANTS

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2 1. All of the covenants and restrictions set forth in this Declaration
3 of Restrictions are imposed upon said property to the extent herein contained
4 for the direct benefit thereof as a part of the general plan of development
5 and improvement thereof hereby adopted by Declarant. Said covenants and re-
6 strictions shall run with the land and shall be binding upon Declarant and
7 upon all persons claiming under Declarant or under their successors or assigns
8 for a period of twenty-five (25) years from date hereof, after which time said
9 covenants shall be automatically extended for successive periods of ten (10)
10 years unless an instrument signed by a majority of the then owners of the lots
11 has been recorded, agreeing to change said covenants in whole or in part, pro-
12 vided, however, that these covenants may be amended, modified, abrogated or
13 rescinded by recordation in the office of the County Recorder of Mono County,
14 California of a Supplemental Declaration of Restrictions duly executed and
15 acknowledged by the owners of not less than seventy-five (75) percent of the
16 above described lots.

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18 2. This Declaration of Restrictions shall be binding upon and inure to
19 the benefit of the Declarant, her successors and assigns.

ARTICLE V

VIOLATION AND ENFORCEMENT

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21 1. The conditions, restrictions or covenants herein contained shall bind
22 and inure to the benefit of and be enforceable by Declarant, her successors,
23 or assigns, or by the owner or owners of any of the hereinabove described lots,
24 and it shall be lawful, not only for Declarant or her successors or assigns,
25 but also for the owner or owners of any of said lots, to institute and prosecute
26 any proceeding at law or in equity against Declarant or any person, firm, or
27 corporation violating or threatening to violate any of the conditions, re-
28 strictions or covenants, herein contained, and such action may be maintained for
29 the purpose of preventing the violation or to recover damages for a violation,
30 or for both such purposes. The failure of Declarant or her successors or
assigns, or of any owner or owners of any of said lots, to enforce any of the
conditions, restrictions or covenants herein contained shall in no way or event
be deemed a waiver of the right to enforce such conditions, restrictions or
covenants thereafter. Nothing herein contained shall be construed as pre-
venting the application of any remedies given by law against nuisance, public
or private, or otherwise, but the remedies herein contained shall be in addition
to any other remedies given by law.

2. If any article, paragraph, subdivision of paragraph, sentence, clause
or phrase contained in this Declaration of Restrictions shall be held to be
invalid by any Court for any reason, the invalidation thereof shall in no wise
affect the validity of any other portion of this Declaration of Restrictions,
it being the intent of Declarant that the whole of said Declaration of Restrict-
ions, with the exception of such invalidated portion or portions, shall remain
in full force and effect.

ARTICLE VI

REVOCATION OF PREVIOUS RESTRICTIONS

28 All previously recorded or filed restrictions are to be cancelled and
29 set aside for naught by this Declaration, and particularly those restrictions
30 filed at the Office of the County Recorder of Mono County, State of California,
on February 3, 1959 in Book 43, Page 90, Official Records of Mono County, Calif.

Declaration of Restrictions
North Portion of Twin Lakes Subdivision
Page 4

IN WITNESS WHEREOF, the said Declarant has hereunto set her hand the day and year first above written.

TWIN LAKES ENTERPRISES

by *Alpha Eugene Day Annett*
Alpha Eugene Day Annett

County of Mono) ss:
State of California)

On June 15, 1959, before me, Alice C. Ireby, a Notary Public in and for said County and State, personally appeared ALPHA EUGENE DAY ANNETT, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same. WITNESS my hand and official seal.

Alice C. Ireby
Notary Public in and for said County and State

My commission expires: 10/10/61.

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RECORDED AT REQUEST OF

ALPHA DAY ANNETT

AT 40 MIN. PAST 9 A M
VOL. 44 OFFICIAL RECORDS. PG 364

JUN 24 1959

MONO COUNTY CALIFORNIA

Lesl. DeLong Jr.
COUNTY RECORDER

Fee \$4.40

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