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Records of Lake County
At page 214

**DECLARATION OF RESTRICTIONS, CONDITIONS,
COVENANTS, AGREEMENTS AND CHARGES
RIVIERA-WEST, UNIT NO. 2**

THIS DECLARATION, made this 25th day of August, 1969, by
CUSTOM PROPERTIES, INC., a Washington corporation, herein referred
to as "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described lots
as set forth on that certain map entitled "Riviera-West, Unit No. 2",
consisting of Four (4) sheets marked respectively, "Sheet 1 of 4
sheets", "Sheet 2 of 4 sheets", "Sheet 3 of 4 sheets" and "Sheet 4 of 4
sheets", which map was recorded in the Office of the County Recorder
of Lake County, California, on July 15, 1969, in Volume 11, pages 26,
27, 28 and 29 inclusive, of Maps:

Block	Lots
14	1-105 inclusive
15	1-19
16	1-39
17	1-33
18	1-23
19	1-34
20	1-10
21	1-7
22	1-13
Parcel A and Parcel B	

and

WHEREAS, the several lots above described in said Unit No. 2
comprise in the aggregate a single subdivision unit to which it is
desired to apply this Declaration and, accordingly, for purposes of
convenience said entire unit will be referred to as "lots" or "lot", except
in those instances where it is necessary to describe or identify a

specific lot or lots, in which event they will be referred to by lot and block number as shown on said map; and

WHEREAS, it is the desire and intention of Declarant to sell the above-described real property and to impose upon it mutual, beneficial restrictions, covenants, conditions and charges under a general plan or scheme of improvement for the benefit of all the lands in said unit and the future owners of said lands;

NOW, THEREFORE, Declarant hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the said real property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and every part thereof and all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof;

I TERM

All of the provisions, restrictions, conditions and covenants set forth herein shall effect each and all of the above-described lots delineated on said map, shall run with the land and shall exist and be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date of recordation hereof, after which time the same shall be extended for successive periods of ten (10) years each; provided, however, that at any time before or after said twenty-five (25) year period has expired, said provisions, restrictions, conditions and covenants may be modified or discontinued by the vote of the then record owners of a majority of the lots covered thereby.

II MUTUALITY OF BENEFIT AND OBLIGATION

All said restrictions, conditions, covenants, provisions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot shown on said maps and are intended to create mutual, equitable servitudes upon each of said lots in favor of

each and all other lots shown on said maps; to create reciprocal rights between the respective owners of all of the lots on said maps; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns; and shall as to the owner of each lot in said subdivision, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in said subdivision and their respective owners.

III USE AND IMPROVEMENT

Each and every one of said lots shall be improved, occupied and used for the respective purposes and permitted uses as follows:

- (a) All of said lots of the subdivision above described may be used for single family residence dwellings not to exceed one (1) story in height and garage or carport facilities for not more than two (2) automobiles.
- (b) The following lots, in addition to the uses set forth and permitted in subparagraph (a), above, may be used for two (2) attached residence dwelling units not to exceed one (1) story in height and garage or carport facilities for not more than two (2) automobiles per dwelling unit:

Block	Lots
14	2 through 29
14	35 through 41
14	47 through 53
15	2 through 11
16	23 through 39
18	15 through 23
19	20 through 34
22	13

- (c) Parcels "A" and "B", in addition to the uses set forth and permitted in subparagraphs (a) and (b) above, may be used for water storage facilities and for recreational, social and country club purposes.
- (d) Set-backs on each side from the sidelines shall be ten percent (10%) of the total frontage. Front and rear set-backs shall be twenty (20) feet from the front and rear lines of each lot; provided, however, that in the event of any conflict between these requirements and any others later imposed by a governmental authority, such others shall govern;

- (e) No building or structure shall be constructed with plumbing fixtures, dishwashers, toilets or sewage disposal systems unless the same are connected to a septic tank, cesspool or established system;
- (f) No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot or lots; provided, however, that the Architectural Control and Planning Committee, herein provided for, may grant permission for such temporary buildings or structures for storage of materials during construction by the persons doing such work; and
- (g) The work of constructing, altering or remodeling any building or any lot or lots shall be prosecuted diligently from the commencement until the completion thereof.

IV ARCHITECTURAL CONTROL AND PLANNING COMMITTEE

All plans and specifications for any building, swimming pool, fence, wall or other structures whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the roofs and exterior color schemes thereof, any later changes or additions thereto after initial approval thereof and any remodeling, reconstruction, alterations or additions to any building or other structure on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the Architectural Control and Planning Committee (herein called "Committee"), as the same is from time to time composed.

The committee shall be composed of three (3) members to be appointed initially and as vacancies occur by the Board of Directors of the Riviera-West Country Club. The Committee may appoint advisory committees from time to time to advise it on matters pertaining to the subdivision. There shall be submitted to the Committee two (2) complete sets of plans and specifications of any and all improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained on any lot unless and until the final plans, elevations and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location of the lot of the building, wall, fence or other structure proposed to be constructed, altered, placed or

maintained, together with the proposed color schemes for roofs and exteriors thereof.

The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval, or disapproval, considered thereon, shall be returned to the person submitting them and the other copy shall be retained by the Committee.

The Committee shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid in the event such plans, specifications and details are not in accordance with all of the provisions of this Declaration, if the design or color schemes of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures, if the plans and specifications submitted are incomplete or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof, all in the sole discretion of the Committee. The decisions of the Committee shall be final.

In addition, prior to the commencement of construction of any structure on any lot, approval shall be secured, by the owner of such lot, from the Lake County Building Department, Health Department, Road Department and any other County Department or agency which may require approval.

Neither the Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications.

V

PETS AND OTHER ANIMALS

No horses, cattle, hogs, sheep, goats, poultry, rabbits or livestock of any description may be kept or permitted on the property with the exception of dogs, cats and other animals which are qualified household pets and which do not make objectionable noise or constitute a nuisance or inconvenience to owners of other lots nearby. No raising, breeding, training or dealing in dogs, cats or any other animals may be permitted on or from any lot.

VI MINIMUM SIZE OF BUILDINGS

Every building constructed on any lot shall have not less than nine hundred (900) square feet of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages, carports and other buildings) and shall be of single story construction.

The Committee shall have the authority to set up regulations as to height and size requirements for all other types of buildings and structures, including fences, walls, copings, etc.

VII VARIANCES

The Committee may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein; provided, however, that this is done in conformity to the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhoods. Variances and adjustments of height, size and set-back requirements may be granted hereunder.

The Committee may also determine and allow in the respective classifications of lots, additional uses which are of the same character.

In the event there shall be governmental regulations which conflict with or prevent works of construction or improvements in the manner as required by the within regulations, these circumstances shall be deemed to constitute practical difficulties justifying allowances of variances and adjustments of said regulations in order to prevent unnecessary hardship; provided, however, that in every instance the variance or adjustment shall not be materially detrimental or injurious to property or improvements in the neighborhood.

VII FENCES AND BOUNDARY PLANTING

No wall, coping or fence exceeding six (6) feet in height measured from the adjoining ground surface inside the wall may be erected or maintained on any lot except as herein provided.

Boundary planting along side and rear lot lines, except trees with single trunks, shall not be permitted to grow higher than eight (8) feet.

IX SIGNS

Signs of customary and reasonable dimensions approved by the Committee shall be permitted to be displayed on any lot advertising the same for sale. All other signs, billboards or advertising structures of any kind are prohibited except upon application to and written permission from the Committee.

X CHARGES AND ASSESSMENTS BY RIVIERA-WEST COUNTRY CLUB

All of the lots in said subdivision shall be subject to reasonable annual charges and/or assessments for each twelve (12) month fiscal period July 1st to June 30th. Said charges and/or assessments shall be levied by Riviera-West Country Club, a California non-profit corporation (hereafter called "Club"), by resolution of its Board of Directors and shall be and remain a lien upon such respective lot until paid. Such charges and assessments shall not exceed fifty dollars (\$50.00) per lot per year unless any such excess shall be approved by the vote of at least a majority of the voting power of all members of the Club. Upon the adoption of any such charge or assessment, such Club shall forthwith cause a notice thereof and of the lien created thereby to be signed and acknowledged by it and recorded in the Office of the County Recorder of Lake County, California.

Said notice shall embody said regulation and state the rate of such charge or assessment, the time payable and when it becomes a lien. When charges and assessments are paid, the Club shall from time to time execute, acknowledge and record in the Office of the County Recorder of Lake County, California, a release or releases of lien with respect to the lots for which payment has been made. Full receipts shall be issued to lot owners paying such charges and assessments.

Each owner of a lot or lots in the subdivision shall by acceptance of a deed thereto or the signing of a contract or agreement to purchase the same, whether from Declarant or a subsequent owner of such lot or lots, bind himself, his heirs, personal representatives and assigns to become a member of

the Riviera-West Country Club and to pay all such charges and assessments as shall be determined and levied upon such lot or lots, including interest on such charges and assessments and collection costs thereof, if any, including attorneys' fees; and the obligation to pay such charges, assessments interest and costs thereby constitutes an obligation running with the land.

All liens herein provided for shall be enforceable by foreclosure proceedings, in the manner provided by law for the foreclosure of mortgages and/or trust deeds; provided, however, that by the acceptance of a deed for any lot or lots by the signing of a contract or agreement to purchase the same, whether from Declarant or from a subsequent owner or purchaser thereof, such purchaser or owner shall thereby waive all rights of redemption and of homestead in such lot or lots with respect to foreclosure of such liens. No proceedings for foreclosure of any such lien or liens shall be commenced except upon the expiration of four (4) months from and after the date the charge or assessment giving rise to such lien becomes due and payable.

Liens of first mortgages and/or first trust deeds placed upon any of said lots for the purpose of constructing a residence or any other improvement thereon are recorded in accordance with the laws of the state of California, shall be, from the date of recordation of such, superior to any and all such liens provided for herein.

The charges and assessments levied hereunder shall be uniform throughout the property subject hereto and the funds arising from such charges and assessments, so far as may be sufficient, shall be applied toward the payment of expenses incurred by the said Club in furthering and promoting the community welfare of lot owners in the subdivision, all as set forth and provided in said Club By-laws.

XI RESERVATION OF UTILITY EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded map. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. The

easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

XII APPEARANCE OF LOTS, REMOVAL OF TREES

Each lot at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any lot or road except as necessary during the period of construction.

All clotheslines, service yards, woodpiles and storage piles shall be walled in or kept screened by adequate solid fencing or walls in such manner as to conceal them from neighboring lots and roadways.

No lot shall be used in whole or in part for the storage of any property or thing that will cause such lot to appear in an unclean, disorderly or untidy condition or that will be otherwise obnoxious. No obnoxious or offensive activity shall be carried on upon any lot or shall be done, placed or stored thereon which may be or become an annoyance or nuisance to the neighborhood or occasion any noise or odor which will or might, disturb the peace, quiet, comfort or serenity of the occupants of nearby lots.

No trees shall be removed without first obtaining written consent of the Committee.

XIII REMEDIES FOR VIOLATIONS

All provisions, conditions, restrictions and covenants herein shall be binding on all of the lots in the subdivision and the owners thereof, regardless of the source of the title of such owners, and any breach thereof, if continued for a period of thirty (30) days from and after the date that the Club, or its successors or assigns, or any other property owners, shall have notified in writing the owner or resident in possession of the lot upon which or as to which such breach has been committed to refrain from a continuance of such action and to correct such breach, shall warrant the Club, its successors or assigns, or other lot owner, to any court of law or equity having jurisdiction thereof for an injunction or other property relief, and if such

relief be granted, the court may, in its discretion, award to the plaintiff in such action reasonable expense in prosecuting such suit, including attorney's fees.

Violation of any of the foregoing provisions, conditions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or portion thereof in the subdivision but such provisions, conditions, restrictions and covenants shall be enforceable against any portion thereof acquired by any person through foreclosure or by deed in lieu of foreclosure for any violation of the provisions, conditions, restrictions and covenants herein contained after the acquisition of said property through, foreclosure or deed in lieu of foreclosure.

XIV GRANTEE'S ACCEPTANCE

Each grantee of any of the properties included within this Declaration, by acceptance of a deed conveying title thereto, shall accept such title upon and subject to each and all of the restrictions, conditions, covenants and agreements herein contained, and also the jurisdiction, rights and powers of this Declarant, and by such acceptance, shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Declarant, and to and with the grantees and subsequent owners of each of said lots within the subdivision to keep, observe, comply with and perform said restrictions, covenants, conditions and agreements and each thereof.

XV NO RIGHTS WAIVED BY DELAY

No delay or omission on the part of the Declarant, or its successors or assigns in interest, as owners of the reversionary rights herein specified, or the owner or owners of any lot or lots in said property, in exercising any right, power or remedy herein provided for in the event of any breach of any of the conditions, provisions, restrictions and covenants therein; and no right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against Declarant, its successors or assigns, for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the

event of any such breach, or for imposing herein provisions, conditions, restrictions or covenants which may be unenforceable.

**XVI
PARTIAL INVALIDITY**

In the event that any one or more of the provisions, conditions, restrictions and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth shall continue unimpaired and in full force and effect.

**XVII
REMEDIES CUMULATIVE**

The various right and remedies of Declarant and the owners of lots as hereinabove set out are and shall be cumulative. All of them may be used, relied upon, resorted to and enforced without in any way affecting the ability of Declarant or the said property owners to use, rely upon, resort to or enforce the others, or any of them.

**XVIII
CAPTIONS**

The captions of the various paragraphs of this Declaration are for convenience only and are not part of this Declaration and do not in any way limit or amplify the terms or provisions thereof.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

(SEAL)

CUSTOM PROPERTIES, INC.
By/s/ Edward De Felice, President

And/s/ Harriett Kay, Secretary

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On this 25th day of August, 1969, before me, Jean M. Enders, a Notary Public, in and for the State of California, duly commissioned and sworn, personally appeared Edward De Felice and

Harriett Kay, known to me to be the President and Secretary of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same Custom Properties, Inc.

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

/s/ Jean M. Enders
My Commission Expires: November 15, 1972

(SEAL)