

**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:

Return to:  
Clear Lake Keys Company  
111 Broadway  
Oakland, California

SUBDIVISION RESTRICTIONS AND DEED RESTRICTIONS,  
KEYS TERRACE SUBDIVISION

Whereas the undersigned is the sole legal owner of all of that certain real property known as Keys Terrace filed for record in the Office of The County Recorder of Lake County on June 28, 1966 in Volume 9, Pages 11 through 14 inclusive, and

Whereas, the undersigned desires to restrict the use of said property for the material benefit of each of the lot owners and their successors,

Now, therefore, the undersigned declares as follows:

1. That all of said real property hereinabove described shall at all times prior to December 31, 1985, and thereafter so long as extended as set forth below in paragraph 4, be held, sold and conveyed subject to the following covenants and restrictions, to-wit:

a. Unless specifically provided to the contrary, no building or structure to be used, for any purpose except that of a detached single family dwelling house shall be erected, placed or maintained upon said property, or any part thereof.

b. That no dwelling house, garage, barn, outhouse, or other structure shall be erected, placed or maintained upon said property, or any part thereof, nor shall any alteration thereof for which it is necessary to secure a municipal or governmental permit to be made to the exterior of any of said structures, unless plan and specifications therefor and a written statement, showing the location of such structure on said property, shall have first been submitted to, and the external design and location thereof approved in writing by Declarants or a committee selected by them, or, if no such committee is so selected, then by a committee selected by the owners of a majority of the lots in said property. Such plans and specifications shall be deemed approved unless the Declarants or the committee, as the case may be, gives written disapproval within twenty days after delivery to them of such plans and specifications, but any structure built in accordance with such plans and specifications shall in all respects otherwise comply with the restrictions contained in the declaration.

c. That no building shall be so erected, placed or maintained on any of said property so that any part thereof, except a porch and steps shall be nearer than five (5) feet to any inside lot line.

d. That no wall or fence shall be erected or maintained at a greater height than six (6) feet.

e. That no dwelling house shall be erected, placed or maintained on said property, or any portion thereof, which shall have a floor area, inclusive of covered porches, of less than five hundred (500) square feet.

f. That except as provided in condition (a) above, no trade, traffic or business of any kind, whether professional, commercial, industrial, or manufacturing shall be engaged in or carried on upon said property, or any part thereof; no factory, hospital, sanitorium, or institution of similar line character shall be conducted or maintained on said property, nor shall any malt, vinous, alcoholic or intoxicating liquors be manufactured or sold upon said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, provided that declarants may carry on a real estate sales and construction business and maintain whatever facilities are necessary thereto.

g. That no cows, goats, hogs, pigs, rabbits, pigeons, chickens, poultry or livestock of any kind shall be kept or permitted to any of said property, provided, however, that this restriction shall not prohibit the keeping of dogs, cats and caged birds as ordinary domestic pets.

h. That no basement, shack, tent, trailer, garage, barn or other outbuilding, or any structure of a temporary character, shall at any time be used as a residence, temporarily or permanently, unless specifically provided for herein, except that a trailer may be placed on a lot to facilitate the construction of a home for a period of up to three (3) months.

i. That, except where necessary in the erection of a dwelling or a garage or for road approaches thereto, no trees presently growing on the real property shall be cut down or mutilated.

j. That, no signs, including for sale and for rent signs, placards, or notices shall be erected, placed or maintained upon said property, except signs to be placed by the declarants or his agent or agents.

2. That all exterior construction and paint or stain finishing shall be completed within ten (10) months from the start of construction.

3. The covenants and agreements hereby made are expressly declared by each party hereto to be for the assigns of each covenantor and to the assigns of each covenantee, and that all covenants herein may run with each and all parcels of said property, and breaches thereof may be enforced by any part hereto and by the successors in interest of any party hereto.

4. These covenants and restrictions are to run with the property and shall be binding on all parties and all persons claiming under them until December 31, 1985, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the property, it is agreed to change the said covenants in whole or in part. The owner or owners of each parcel of the above mentioned property shall have one vote.

5. The doing or refraining from doing of said acts set forth in paragraph (1), subparagraphs (a) to (j) inclusive, is and is to be for the benefit of all of said property, and of each and every parcel thereof, and that said restrictions are made as a part of a general plan and scheme for the improvements of said property.

6. If the parties hereto, or their heirs, personal representatives, successors in interest, or assigns shall violate or attempt to violate any of the covenants or restrictions herein before December 31, 1985, and thereafter so long as extended, it shall be lawful for any other person or persons owning any other lots in said property, to prosecute any proceedings at law or in equity against the person or person violating or attempting to violate any such covenant or restriction and either to prevent him or them from doing so, or to recover damages for such violation including attorney's fees and costs of suit.

7. No breach of any of the foregoing covenants and restrictions shall defeat or affect the lien of any mortgage or deed of trust made in good faith and for a valuable consideration upon said property, or any lot or parcel thereof, but the rights and remedies herein granted until December 31, 1985, and thereafter so long as extended, upon any such breach may be enforced against the owner of any lot in said property, notwithstanding such mortgage or deed of trust, the lien of which shall continue unaffected, but the purchaser at any trustee's sale, or sale upon foreclosure shall be bound by the covenants herein.

8. These covenants and restrictions may at any time be modified altered or increased by an instrument duly executed by at least a majority of the then owners of lots in said property, and recorded in the office of the County Recorder of Lake County, California.

9. In the event of any covenant or restriction herein contained shall for any reason be held to be invalid or unenforceable by any order, judgement or decree of any court, such decision shall in no way effect the validity of any of the other covenants or restrictions herein contained, which shall remain in full force and effect.

Signed and Sealed this 17th day of June 1968.

CLEAR LAKE KEYS COMPANY., a California Corporation

*Marvin T. Levin*

BY: Marvin T. Levin, President



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RECORDED AT REQUEST OF  
LAKE COUNTY TITLE CO.  
JUN 28 1 31 PM 1968  
James W. Keefe  
Notary Public  
300  
JK

STATE OF CALIFORNIA,  
County of ALAMEDA } ss.  
On this 17th day of June in the year one thousand nine hundred and Sixty Six  
before me, E. Stratton, a Notary Public,  
State of California, duly commissioned and sworn, personally appeared  
MARVIN T. LEVIN  
known to me to be the President  
of the corporation described in and that executed the within instrument, and also known to me to be  
the person who executed the within instrument on behalf of the corporation therein named, and  
acknowledged to me that such corporation executed the same  
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the  
County of Alameda the day and year in this certificate  
first above written.  
E. Stratton  
Notary Public, State of California

