

DECLARATION OF RESTRICTIONS, CONDITIONS, & COVENANTS FOR HAMMOND RANCH

This Declaration made and dated this 1st day of November 1968, by the undersigned, DORRINGTON ENTERPRISES, INC., a California corporation.

WITNESSETH:

WHEREAS, the undersigned are the owners in fee simple absolute of a certain tract of land situated in the County of Siskiyou, State of California, and shown and delineated on a certain map entitled "HAMMOND RANCH PARCEL MAP" recorded in the office of the County Recorder of the County of Siskiyou, California, in Parcel Map Book 1 at pages 10 thru 15 inclusive thereof, to which reference is hereby made: and

WHEREAS, the undersigned proposes to sell said parcels both inclusive, shown on said Map, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants, and agreements between it and the several purchasers of said parcels and between the several purchasers of said parcels as between themselves as hereinafter set forth;

NOW, THEREFORE, the undersigned declares that said parcels of "HAMMOND RANCH PARCEL MAP" shown on said Map are held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated, and held subject to the following restrictions, conditions, covenants, and agreements between it and the several owners and purchasers of said parcels as between themselves, their heirs, successors, and assigns. Term lot includes area or areas resulting from division or divisions of original subdivision parcel or parcels.

1. All of said restrictions, conditions, covenants, and agreements shall be made and shall be deemed made for the direct and mutual and reciprocal benefit of each and every parcel shown on said recorded Map and shall be intended to create mutual and said Map, and to create reciprocal rights and obligations between the respective owners of all of the parcels shown on said map and to create a privity of contract and estate between and among the grantees of said parcels, their heirs, successors and assigns, and shall, as to the owners of each parcel, in said tract, his heirs successors and assigns, operate as covenants running with the land for the benefit of all other parcels in said tract.
2. Each parcel owner shall maintain the premises in a neat and livable condition, and shall not allow any unsightly buildings or objects to occupy the land. Each parcel owner shall promptly remove all trash, garbage and rubbish upon said premises.
3. No shed, tent, garage, tar paper shack, travel trailer, or camper or other outbuilding shall at any time be used as a residence upon any part of said development, except that a trailer or camper may be so used while a residence is under construction for a period not to exceed three hundred sixty (360) days and, further, that a trailer, camper or tent may be used as a residence on any parcel for a period not to exceed four (4) consecutive months for summer recreational purposes.

- A. When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable time.
 - B. A parcel owner shall not suffer or permit any unlawful, improper, or offensive use of his premises, or any use or occupancy thereof, contrary to any local, state or federal laws, or which shall be injurious to any person or property.
4. All bathroom and toilet conveniences shall be placed within the walls of the cabin or house. Each parcel owner shall dispose of sewage by means of a septic tank constructed on his parcel at his own expense. The location, design, size, construction, and maintenance of such tank shall comply with all rules, regulations, and requirements of the Siskiyou County Health Department and of any other public body having jurisdiction thereof.
 5. All purchasers of parcels shown on said Map, their successors or assigns, shall be acceptance of contracts or deeds for any parcel or parcels shown thereon, or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants, and agreements set forth herein.
 6. The land divided by this parcel map has certain riparian water rights and appropriated water rights to waters in the Shasta River, Hammond Ditch, and other springs and watercourses through the property.

The filing of this map in no way restricts or limits the use of this water by all parcels in the development for domestic use.

No dams or other structures shall be constructed so as to adversely affect the flow of water to other parcels within the development.

It is expressly agreed that in the event any covenant, or condition, or restriction shall be found unenforceable it shall in no way affect any other covenant, condition, or restriction herein contained.
