

SISKIYOU COUNTY  
OFFICIAL RECORDS

HAMMOND RANCH OCR'S

4901

DECLARATION OF RESTRICTIONS, CONDITIONS, COVENANTS, AND AGREEMENTS  
AFFECTING REAL PROPERTY KNOWN AS HAMMOND RANCH PARCEL MAP, SISKIYOU  
COUNTY, CALIFORNIA

This Declaration made and dated this 15<sup>th</sup> 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 L at pages 10 thru 15 inc. 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 and between  
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  
equitable servitudes upon each of said parcels in favor of each other parcel shown on  
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.

3A. No shed, tent, garage, tar paper shack, travel trailer or camper or other out-  
building 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.

B. 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.

C. 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

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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, by 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 water courses 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 effect 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.

IN WITNESS WHEREOF, the declarant hereto has affixed its signature the day and year first above written.

RECORDED AT REQUEST OF  
SISKIYOU CO. TITLE CO.  
OFFICIAL RECORDS  
SISKIYOU COUNTY, CALIF.  
NOV 10 10 33 AM '68  
Vol. 566 Page 570  
RECORDED BY Ernest Johnson  
RECORD FEE \$ 2.80 paid

DORRINGTON ENTERPRISES, INC.  
By John Engvall  
John Engvall, President  
By Richard R. Ramsey  
Richard R. Ramsey, Secretary



STATE OF CALIFORNIA,

County of Santa Clara ) ss.

On this 30 day of October in the year one thousand nine hundred and sixty eight before me, Ronald L. Dodson, a Notary Public,

State of California, duly commissioned and sworn, personally appeared John Engvall and Richard R. Ramsey known to me to be the President and Secretary respectively 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 Santa Clara the day and year in this certificate first above written.

RONALD L. DODSON  
Notary Public, State of California.