

DECLARATION OF THE ESTABLISHMENT OF RESTRICTIVE COVENANTS
YUBA COUNTY PARCEL MAP NO. 9.42

THIS DECLARATION made on the 19th day of December, 1979, by Red Hill Land and Cattle Corporation, a California Corporation, hereinafter referred to as "Owner":

WESTERN TITLE INSURANCE CO.
RECORDED IN ORIGINAL RECORDS OF
YUBA COUNTY, CALIFORNIA
AT 38 IN
MIN. BOOK # 38
DEC 21 1979
KARL A. COZAD, COUNTY RECORDER

1. WHEREAS, said Corporation is the owner of that certain real property situated in the County of Yuba, State of California, described as follows:

Parcels 1 through 35, as shown upon Parcel Map No. 9.42, filed in the office of the County Recorder of Yuba County, California, on December 18, 1979, in Book 31 of Maps, at page 20.

2. WHEREAS, said Owner desires to subject said hereinabove described real property to certain restrictive covenants for the benefit of said Owner and of other parties who may hereafter acquire said real property or any part of parcel thereof.

3. NOW THEREFORE, said Owner hereby declares that all of said hereinabove described real property is held and shall be sold, conveyed, leased, occupied and let subject to the following restrictive covenants between it and the purchasers thereof and between said purchasers, their heirs, successors and assigns, to-wit:

4. MINIMUM IMPROVEMENT VALUE

No conventional house containing less than 1000 square feet of floor space shall be erected on any parcel exclusive of any detached garage or buildings. Mobile homes will be restricted to double wide, containing a minimum of 1000 square feet. Within one year from the date a mobile home is set upon said parcel, a permanent enclosed storage area will be constructed, said storage area will contain a minimum area of 200 square feet. Said mobile home shall have skirting and be erected according to Yuba County building codes.

5. TRADE RESTRICTIONS

A. No trade, craft, commercial or manufacturing enterprise conducted for profit shall be carried on upon any parcel, nor shall anything be done upon any parcel which may be detrimental to the neighborhood. Any deviation shall first be approved by the Architectural Control Committee.

B. Owner may have ordinary domestic animals for owner's personal use. However, there will be no swine, goat, poultry or dog kennel as a commercial operation.

6. TEMPORARY STRUCTURES

No basement, tent, shack, garage or other outbuildings erected or maintained on said parcel shall at any time be used as living quarters during construction of a residence. No building shall be occupied until completed, both interior and exterior. One travel trailer or recreation vehicle, not to exceed 30 feet in length, may be used as a temporary living accommodation, for a period not to exceed 6 months, while the permanent residence is under construction.

7. ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee shall be composed of John P. Belza and Michael Steuler. In the event of death of any of them, the remainder of said Committee may appoint a new member. After such time as the aforementioned Committee members no longer have any interest in the parcels, new property owners will select new committee members.

8. All premises within said subdivision shall at all times be kept and maintained in a clean and orderly manner and no trash, garbage or other waste materials shall be dumped or kept thereon excepting in sanitary containers to be emptied and disposed of at regular intervals, and all the premises within the parcel shall at all times be kept and maintained in such a manner

at the same shall not be offensive to the owners or occupants of other property within said parcel. No wrecked, abandoned or dismantled vehicle or vehicles not in use may be stored or kept on premises, except where stored in enclosed buildings.

9. EFFECT AND DURATION OF RESTRICTIONS

These restrictions, conditions and covenants are expressly declared to run with the land and shall be binding upon all parties hereto and all purchasers of said property and their successors in interest, provided, however, that the violation of any of the covenants shall in no manner affect any bona fide mortgage, deed of trust, or other credit security as is now, or may hereafter be placed upon said property and the violation of the terms hereof shall in no manner cause loss or forfeiture of such property to such security holder.

10. No structure shall be built closer than 20 feet to any property line without the approval of the Architectural Control Committee.

11. No old building can be moved to, or placed on any portion of said tract.

12. No cutting of existing trees is to be permitted unless the tree is dead, in the way of an access road, or a building site. Said tree cutting restrictions shall not be unreasonable.

13. ROOFS

All roofs are restricted to wood shake or shingle, tile, or heavy composition shingle or a quality roofing material to be approved by the Architectural Control Committee.

14. No sign of any kind in excess of two square feet shall be displayed to the public view on any lot, excluding signs that may be used to advertise property by the undersigned.

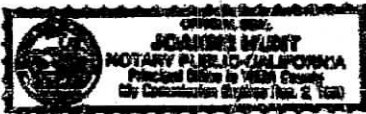
NO WITNESS WHEREOF, said Owners have hereunto set their hand and seal this 19th day of December, 1979.

Signed:

RED HILL LAND AND CATTLE CORPORATION

BY: John P. Hella
JOHN P. HELLA, President

STATE OF CALIFORNIA
COUNTY OF YUBA



On this 21st day of December in the year one thousand nine hundred and 79, before me, Joanne Hunt, a Notary Public, State of California, duly commissioned and sworn, personally appeared John P. Hella, known to me to be the President of the corporation identified in said 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.

NO WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yuba the day and year in this first public and above written.

Joanne Hunt
Notary Public, State of California

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Company's Form No. 201-444-Subsequent Corporation (C. C. Sec. 1190-1190.1)