

DECLARATION OF PROTECTIVE RESTRICTIONS

WHEREAS, Nathan E. Anderson and Laureine E. Anderson are the owners of the following described property: Lots 1 through 43 of GREEN VALLEY SUB-DIVISION according to map thereof recorded in Book 1 of Maps, at Page 56, Placer County Records; and

CLAYTON 100000 PASTOR
PLACER COUNTY RECORDER

5576

\$ 8.80

WHEREAS, it is the desire and intention of the owner to sell the property described above and to impose on it actual, beneficial restrictions under a general plan or scheme of improvement for the benefit of all the lands in the tract and the future owners of those lands;

NOW, THEREFORE, the owner 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, covenants and restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of the lands, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the land and every part thereof. All of the limitations, on all parties having or acquiring any right, title, or interest in the described lands or any part thereof, to wit:

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1. That the ground floor area of any single family residence, exclusive of open porches, terraces, attached or detached porches or any other appendances thereto, shall be not less than 1200 square feet in the case of a one and one half or two story structure.
2. The word "plot" as herein used refers to an individual site for a residence, together with the grounds in connection therewith, whether composed of one or more "lots" or portion or combination thereof. No structure shall be erected on any building plot, which plot has an area of less than 10,000 square feet nor a width and frontage of less than 20 feet, due to rail-de-etc.
3. That during said period the exterior woodwork of all buildings on said premises must be painted or stained, and where exterior is stucco, it must be cleaned as soon as erected.
5. No outside toilet shall be erected, placed or maintained upon any lot or building site at any time, except during construction of a new building, and not to exceed 12 months.
6. No commercial or manufacturing enterprise shall be carried on upon any plot, nor shall be done which may be or become annoyance or nuisance to the neighborhood except for such installations as may be necessary for the development and furnishing of water for domestic purposes on said premises and no name plate or sign exceeding two square feet shall be displayed in connection with home occupations on said premises, but no other advertising signs nor displays of any nature shall be permitted within the tract, or on roads bordering the tract.
7. No basement, tent, shack, garage, barn or other outbuildings erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence provided, however, that a house trailer may be used for residential purposes during construction of a residential dwelling house, but not to exceed one year. No fowl nor animal other than small and domestic such as birds, cats and dogs in reasonable numbers, nor not more than 2 horses, 10 chickens, 2 sheep and 2 cows for family use, shall be kept or bred upon any lot as defined herein and no other animal than that herein mentioned having a cloven hoof shall be kept on any lot or plot for any purposes.

8. All buildings, including electric wiring, plumbing and sewage disposal, shall be constructed in strict conformity with the _____ County regulations and _____ County Health Department regulations as they now exist, or said regulations may hereafter be enacted, modified or amended.
9. No garbage shall be burned on any of said lots and all garbage shall be otherwise disposed of in accordance with the _____ County Health Department regulations.
10. If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision, and such person or persons shall have the right to prosecute any proceeding at law in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages or other dues for such violations.
11. Subdivider advises that septic tanks are to be used for sewerage disposal. Prior to installation purchaser shall contact local Health Department for specifications and requirements.
12. That the breach of the foregoing conditions and restrictions or any entry by reason of such breach shall not defeat or render invalid the lien of any deed of trust or mortgage on said premises made in good faith, but in case of foreclosure and sale thereunder the purchaser shall take title subject to all of said restrictions and said conditions. Nothing herein contained shall be construed as granting or creating in the present owners, their respective assigns or successors, any rights of reversion or forfeiture by reason of the breach of any covenant, condition or restriction contained herein.
13. All of the covenants, restrictions, limitation and conditions hereinbefore set forth, all and singular, shall run with the land and shall be considered embodied in all deeds, conveyances, encumbrances, and written instruments hereafter made or executed by said owners or their heirs, successors and assigns and shall have the same force and effect as if embodied therein or made a part thereof.
14. Whenever in the foregoing the singular number is used, it shall include the plural and the masculine gender shall include the feminine and neuter gender vice-versa.
15. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.
16. The architectural control committee is composed of:
 1. Nathan E. Anderson
 2. Paul N. Anderson
 3. Wesley N. Anderson
 A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.
17. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or

in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

16. All owners of real property within the subdivisions are required to be members of GREEN VALLEY SUBDIVISION ROAD ASSOCIATION, pursuant to provisions of articles of the association dated April 9, 1969, a copy of said articles being hereto attached and made a part hereof.
17. No lots shall be divided for purposes of sale, lease or financing except upon the prior written approval of the County of Placer.

WITNESS our hands this 31st day of April 1969.

Nathan E. Anderson
NATHAN E. ANDERSON

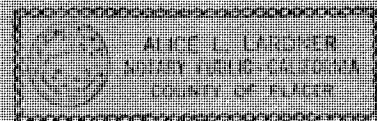
Lauraine M. Anderson
LAURAINE M. ANDERSON

STATE OF CALIFORNIA)
COUNTY OF PLACER) SS.

On April 9, 1969, before me, Alice L. Lardner, a Notary Public in and for said State, personally appeared Nathan E. Anderson and Lauraine M. Anderson, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Alice L. Lardner
Notary Public.

My Commission Expires
April 15, 1971.



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ARTICLES OF ASSOCIATION OF
GREEN VALLEY SUBDIVISION ROAD ASSOCIATION

I

The title of this Association shall be GREEN VALLEY SUBDIVISION ROAD ASSOCIATION.

2

The objects of this Association are to develop, construct, widen, improve, and maintain roads within the lands which shall comprise the real estate subdivision known as GREEN VALLEY SUBDIVISION, and which shall be shown upon the final subdivision map to be filed in appropriate County offices of Placer County, California. Each lot of the subdivision shall have an easement appurtenant for full and complete use of all such roads.

3

The undersigned, who are now the owners of all land which will comprise said subdivision, hereby agree to make, execute and deliver all such grants, assignments and other instruments as shall be necessary or proper for the carrying out of these Articles.

4

Any and all owners of real property within the area to comprise said subdivision shall be members.

5

The affairs of the Association shall be in the hands of a Board of Directors, which board shall be the governing body of the Association, with powers to collect assessments from the members, determine and direct all road improvements, construction, and maintenance to be performed, enter into contracts for such work, purchase materials therefore, and do all other things necessary or convenient in accomplishing the purposes of this Association.

Each lot shall pay to the Association an annual assessment of \$10.00 on the first day of January each year, together with any special assessment which shall be determined to be levied as hereinafter provided. Annual assessments due on the first day of January shall be delinquent on the first day of February following.

6

In the event any work proper to be done under the terms of these Articles authorized by the members in general meeting, or emergency repairs directed by the Board of Directors, shall necessitate an expenditure of funds in excess of the available funds

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of the Association, special assessment may be levied by the Directors not to exceed \$50.00 per lot in any one year, except on approval of a majority of the lots.

7

For purposes of assessment or vote, the owner or co-owners of any one parcel of land shall be deemed to be one member, and when any one parcel of land is divided into one or more parcels with different owners or at least one different owner, such new subdivisions of land shall be deemed separate parcels and their respective owner or owners shall be deemed to be an additional member for vote and assessment. This paragraph shall not be construed to authorize the division of lots contrary to the provisions of the Declaration of Protective Restrictions.

8

In event any member shall fail to pay any assessment as required or provided for under the terms of these Articles, or any other moneys to be paid by such member under the terms hereof, the Board of Directors shall have the right to bring suit therefore in the appropriate Court, for collection of said sum of money, as a direct promise to pay money, together with interest at the rate of seven percent (%) per annum and reasonable attorneys fees as fixed by the Court for prosecuting such action, and may have attachment in any such action.

9

The members shall personally, or through their contractors, agents or employees, perform the labor necessary for works to be done under the provisions of these Articles, each performing the share allotted to him by the Board of Directors, or in lieu thereof, before the time for said labor to be performed, pay to the Association such sum of money as fixed by the Directors to hire labor in place of performance by the member or his representative above mentioned.

10

In the event any member shall sell his property or otherwise transfer title thereto, or any portion thereof, it shall be his duty to notify the transferee of his automatic membership in the Association. This Paragraph shall not be construed to authorize the division of lots contrary to the provisions of Paragraph 19 of the Declaration of Protective Restrictions.

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There shall be a general meeting of all members of this Association upon the signing of these Articles and annually thereafter on a date in March to be selected by the members at the last previous annual meeting, and there shall be such other meetings as shall be called by the Board of Directors as they deem necessary or on request of thirty percent (30%) or more of the members. At the annual meeting the Board of Directors, consisting of three (3) members, to serve for one year, shall be selected by a vote of the members present, the three nominees receiving the highest vote being elected. Each lot shall have one vote in selecting Directors. At a general meeting, a vote of a majority of the members present can override any action of the Board of Directors, or direct a future course of action. No owner of property shall be entitled to more than one (1) vote regardless of the number of lots owned. At least fifteen (15) days written notice shall be given to all members of the time and place of each general meeting.

The Board of Directors shall immediately select a President, a Vice President and a Secretary-Treasurer from among its own members, and such officers shall serve in their respective capacities for the term of one year. The Board may adopt rules or by-laws to govern the conduct of their meetings and the handling of the Association. They shall serve without compensation. A majority of the Board shall be a quorum for transacting the business of the Board, and the duties of the respective officers shall be as directed by the Board. Any vacancy which may exist in the Board of Directors may be filled by appointment by the Board of Directors.

This Association can be dissolved by a vote of four-fifths of the membership, each lot having one (1) vote, at any general meeting, provided that some effective arrangement for carrying out the objects and purposes of the Association shall be substituted in lieu of the Association and provided further that the consent of the County of Placer is secured. No member shall have the right to withdraw separately, except upon the sale or transfer of all of his property. This agreement shall be binding upon the heirs, executors, administrators and assigns of the respective members.

14

Amendment of these Articles except Paragraph 13 can be made by a four-fifths vote of the membership at any general meeting. Article 13 shall not be amended.

15

The requirement of membership in this Association by each and all owners of real property within said subdivision shall be expressed in the conditions, covenants and restrictions for said subdivision, whether such conditions, covenants and restrictions be made applicable by deeds of properties within the subdivision or by a declaration of such conditions, covenants and restrictions.

IN WITNESS WHEREOF, we have set our hands on this 3th day of April, 1969.

Nathan E. Anderson
Nathan E. Anderson

Lauraine M. Anderson
Lauraine M. Anderson

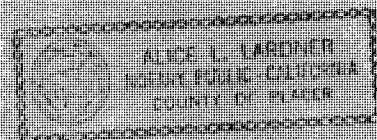
STATE OF CALIFORNIA)
COUNTY OF PLACER) SS.

On April 3, 1969, before me, Alice L. Lardner, a Notary Public in and for said State, personally appeared Nathan E. Anderson and Lauraine M. Anderson, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Alice L. Lardner

Notary Public.

My Commission Expires
April 16, 1971.



(18)

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8

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IN WITNESS WHEREOF, we have set our hands on this 9th day of April, 1969.

Nathan E. Anderson
Nathan E. Anderson

Lauraine M. Anderson
Lauraine M. Anderson

STATE OF CALIFORNIA)
COUNTY OF PLACER) SS.

On April 9, 1969, before me, Alice L. Lardner, a Notary Public in and for said State, personally appeared Nathan E. Anderson and Lauraine M. Anderson, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Alice L. Lardner

Notary Public.

My Commission Expires
April 16, 1971.

