

Please return to:  
Henry C. Krivetsky  
445 Sutter  
San Francisco 94108

7929

RECORDED  
GARRETT, SPEIER & KRIVETSKY, ATTYS.

OFFICE  
SISKIYOU  
RECORDS  
CALIF.

MAR 14 10 59 AM '68

VOL. 555 Page 204

DECLARATION OF RESTRICTIONS  
AFFECTING REAL PROPERTY KNOWN  
AS BIG SPRINGS RANCHOS SUBDIVISION

*Garrett, Speier & Krivetsky*  
RECORDED FEE \$10.80 paid

This Declaration made and executed this 16th day  
of February, 1968, by CHOW ENTERPRISES, INC., a  
California corporation (hereinafter referred to as "Declarant");

WHEREAS, Declarant is the owner of the real property  
described in Article I and desires to subject that property to  
restrictions for the benefit of the present and subsequent  
owners of that property; and

WHEREAS, the principal power to enforce these re-  
strictions is to reside in the Big Springs Ranchos Subdivision  
Association, a non-profit corporation (hereinafter referred to  
as the "Association") whose members are to be Declarant and  
all future owners of record of building sites on the property;

NOW, THEREFORE, Declarant hereby declares that the  
property described in Article I shall be held and conveyed sub-  
ject to the restrictions hereinafter set forth. These restric-  
tions shall be binding on the Declarant and future owners of  
record, and their heirs, successors and assigns.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION.

The real property subject to this Declaration is the  
Big Springs Ranchos Subdivision in the County of Siskiyou, State  
of California, and more particularly described in Exhibit "A"  
which is attached to this Declaration.

ARTICLE II

USES OF PROPERTY.

(a) No building site on the property shall be used  
for any other purpose other than residential.

(b) No offensive trade or activity shall be carried on upon the property.

### ARTICLE III

#### CHARACTER AND SIZE OF BUILDINGS.

(a) No building shall be erected or maintained on any building site except in conformity with the law.

(b) The construction of any building structure shall be prosecuted with reasonable diligence continuously from the time of commencement until fully completed.

(c) Every building, fence, wall, or other structure shall be constructed from new materials unless the use of other materials shall have received the written approval of the Association.

(d) Each dwelling house shall have a minimum of 600 square feet of floor space.

(e) Each dwelling house shall face or front the principal frontage of the building site upon which it is located.

### ARTICLE IV

#### SIGNS.

(a) No sign or any other advertising device of any character shall be erected or maintained upon any part of the property except one sign not larger than 18" x 24" advertising the property for sale or rent.

(b) Notwithstanding the above, Declarant may erect and maintain on the property any signs and other advertising devices as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement and sale of the property.

#### ARTICLE V

##### WASTE FACILITIES.

(a) All bathroom and toilet conveniences shall be placed within the walls of the dwelling house.

(b) Each dwelling house owner shall dispose of sewage by means of a septic tank constructed on his own lot at his own expense.

(c) If a sewage or sanitary district is hereafter formed which includes the property described in Article I, each dwelling house owner shall connect his sewage pipe or line into such system at his own expense upon the request of the aforementioned sanitary district.

#### ARTICLE VI

##### EXCAVATIONS AND RE-SUBDIVISIONS.

(a) No excavations of stones, gravel, earth, sand, oil or gas shall be made on the property. The only permissible excavation is one made in connection with the erection of a building or structure on the property.

(b) No lot shall be re-subdivided without the approval of the County Board of Supervisors.

#### ARTICLE VII

##### THE ASSOCIATION.

(a) A non-profit corporation, known as the Big Springs Ranchos Subdivision Association shall be organized and incorporated under the laws of the State of California. Every person who owns a lot in the subdivision shall be a member in the Association. A member, including the Declarant, shall have one vote for each lot owned by him.

(b) Management and control of the subdivision prior to the organization of the first annual meeting of the Association

shall be by a committee appointed by Declarant. Thereafter, management and control shall be by the Association. The first meeting of the Association shall be held after fifty-one per cent (51%) of the lots have been sold, or within one (1) year after the first lot has been sold, whichever occurs first.

(c) Every person who acquires ownership in any lot shall by such act be deemed to have consented and agreed to pay all charges and assessments levied by the Association and abide by the by-laws. All charges levied by the Association shall constitute a lien upon each and every lot in the subdivision. The lien may be enforced by the Association by an action to foreclose that lien as though it were a mortgage. In addition to the face value of the charge, a reasonable sum for attorneys' fees, together with interest on the unpaid balance of such obligation, at the rate of seven per cent (7%) per annum from the time the obligation is due, shall be levied on the property. Only such charges shall be levied on the property as are set forth below.

(d) Regular Association dues in an amount initially set at \$5.00 per lot per annum shall be levied by the Association.

(e) Assessments for roads and common areas in an initial amount of \$10.00 per lot per annum shall be levied by the Association for the expenses of maintaining, repairing, replacing or renewing any road or roads in the subdivision excluding private driveways.

(f) The by-laws of the Association and property restrictions, other than assessments which are liens on the property in the subdivision, may be amended by a majority of the voting power of the membership.

(g) Any assessment, or amendment of an assessment, which is a lien on the property in the subdivision, must be approved by three-fourths (3/4) of the voting power of the membership.

(h) The restrictions and levies contained herein shall continue until January 1, 1987, at which time they shall be automatically extended for a successive period of ten (10) years unless a majority of lot owners vote to change them. The changes are to be evidenced by a written instrument recorded in the office of the County Recorder.

(i) The Association shall be managed in accordance with the by-laws which are attached hereto and marked Exhibit "B".

#### ARTICLE VIII

##### MISCELLANEOUS PROVISIONS

(a) Nothing contained in this declaration shall be construed to prevent the erection or maintenance by Declarant or its authorized agents of any structures, or signs for the conduct of their business in connection with the property.

(b) The provisions contained in this declaration shall bind and inure to the benefit of and be enforceable by Declarant, the Association, or the owner or owners of any portion of the property in the subdivision, or each of their legal representatives, heirs or assigns.

(c) Assessments on lots owned by Declarant shall be no greater than assessments on lots owned by other owners.

(d) All restrictions and levies herein shall be subject to all mortgage and deeds of trust now existing or hereafter executed. However, all lots sold under a foreclosure

of the above subsequently shall be subject to all levies and restrictions herein.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal on the date set forth above.

CHOW ENTERPRISES, INC.

By Philip Y. Chow  
Philip Y. Chow, President



STATE OF CALIFORNIA }  
City and County of San Francisco }

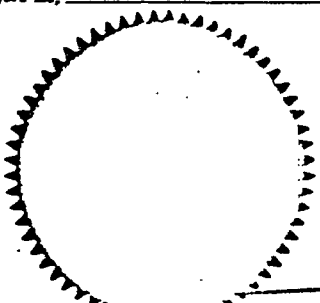
ss.

On this 16 day of February in the year one thousand nine hundred and 68  
before me, Miriam Weber, a Notary Public in and for the City and County  
of San Francisco, State of California, residing therein, duly commissioned and sworn, personally  
appeared Philip Y. Chow

known to me to be the person whose name is subscribed to the within  
instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the  
City and County of San Francisco the day and year in this certificate first above written.

Miriam Weber



OFFICIAL SEAL  
MIRIAM WEBER  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
SAN FRANCISCO COUNTY

Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires Feb. 27, 1969

VOL 555 PAGE 209

PROPERTY DESCRIPTION

All that real property in the County of Siskiyou, State of California, described as follows:

Lots One through One Hundred Seventy-eight as set forth in certain maps recorded with the County Recorder, Siskiyou County, on September 14, 1967, in Town Map Book 4, Pages 60-70 inclusive.

Exhibit "A"