

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status. Gov. Code Sec. 12956.1(b)(1)

Any person who believes that this document contains an unlawful restrictive covenant as described above may submit to the County Recorder a completed Restrictive Covenant Modification form. A complete copy of the original document must be attached to the Restrictive Covenant Modification form, with the unlawful language redacted. After submission to the Recorder, the form and attached document will be reviewed by County Counsel, and if the attached document properly redacts an unlawful covenant, the form and attached document will be recorded. If you submit a request to record a modification document, you must provide a return address in order for the County Recorder to notify you of the action taken by the County Counsel regarding the form. Gov. Code Sec. 12956.2(a)(1), (b)(1), (c)

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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Judith A Ryals
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John A Ryals
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THIS SPACE FOR RECORDER'S USE ONLY

RESTRICTIVE COVENANT MODIFICATION

The following reference document contains a restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in Section 12955 of the Government Code, or ancestry, that violates state and federal fair housing laws and is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of redacting and eliminating that restrictive covenant as shown on page(s) ___ of the document recorded on _____ (date) in book _____ and page _____ or instrument number _____ of the official records of the County of _____, State of California.

Attached hereto is a true, correct and complete copy of the document referenced above, with the unlawful restrictive covenant redacted.

This modification document shall be indexed in the same manner as the original document being modified, pursuant to subdivision (d) of Section 12956 of the Government Code.

The effective date of the terms and conditions of the modification document shall be the same as the effective date of the original document.

Signature of Submitting Party: _____ Date: _____

Print Name: _____

_____ County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, hereby states that it has determined that the original document referenced above contains an unlawful restriction and this modification may be recorded.

Or

_____ County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, finds that the original document does not contain an unlawful restriction, or the modification document contains modifications not authorized, and this modification may not be recorded.

County Counsel

By:

Date:

Pioneer Hills, Inc.
c/o Ori Broyles
Box 235
Jackson, California 95642

OFFICIAL RECORDS
AMADOR COUNTY, CALIF.
RECORD REQUESTED BY
WESTERN LAND TITLE CO.
APR 19 11 10 AM 1968

ANTHONY BUTTON
COUNTY RECORDER

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DECLARATION OF RESTRICTIONS

Pioneer Hills Inc., a California corporation, hereinafter referred to as the Declarant, is the owner of that certain real property situated in the County of Amador, State of California, more particularly described as follows, to-wit:

Lots 1 thru 30 inclusive of Pioneer Hills Unit No. 1, according to the official map thereof filed for record in the Office of the County Recorder of said County on August 10, 1967 in Book "2" of Subdivision Maps, Page 35.

It is the intention of the Declarant to restrict the use of the above-described real property for the benefit of themselves and all subsequent owners of any part or portion of the above-described real property.

Now, Therefore, Declarant declares that the property above described, is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, covenants, easements and agreements between it and the purchasers, or subsequent owners of parts or portions of said real property, and their heirs, successors and assigns:

1. No building other than one (1) single family dwelling and appurtenant buildings, including a garage for private use, shall be erected upon any said lots, nor shall any house constructed on any of said lots be used for any purpose other than a dwelling house appurtenant building, or garage for private use.

2. No dwelling house having a ground floor area of less than 750 sq. feet, exclusive of open porches, terraces, stoops, and the like shall be constructed or placed upon any lot or plot in this subdivision.

3. No building shall be erected on any lot or building plot nearer than twenty five (25) feet to the front street line, nor shall any building be erected on any lot or building plot nearer than ten (10) feet to any side lot line without the written consent first had been obtained from Declarant, its successors or its nominee.

4. No dwelling house shall be erected on any lot or plot resulting from rearrangement or resubdivision of original lots as shown upon the recorded map of the above-described real property.

5. No building of any kind shall be moved from elsewhere and placed upon any lot herein, nor shall any sheds, tents, shelters, or temporary garages be erected on any lot. No tents, trailers, mobile homes, garage, appurtenant building, or other outbuilding, temporary or permanent, shall be used as a dwelling house.

6. No fowl, bird, rabbits or other creatures shall be kept or bred for commercial purposes nor in numbers beyond the reasonable needs and use of the occupants of the dwelling house on any lot or plot of this subdivision, nor shall any horses, donkeys, mules, cows, goats, pigs, or sheep be kept on any lot for any purpose whatsoever; nor shall any thing, bird or animal be kept on any lot

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John A Ryals

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Judith A Ryals

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1 which shall be or become an annoyance to any other resident in the
2 subdivision.

3 7. Only such trees may be removed as are necessary for the
4 construction of the dwelling and appurtenants.

5 8. Such easements and rights of way as may be shown and de-
6 lined on said subdivision map are hereby specially reserved
7 for the erection, construction and maintenance of poles, wires, and
8 conduits for electricity, telephone and other public services and
9 utilities.

10 9. All dwellings erected on any of said lots or building
11 plots must be of modern design and conform to all applicable build-
12 ing regulations and specifications of F.H.A.

13 10. Lots and plots must be maintained in reasonable fashion
14 and there can be no accumulation of rubbish, trash, junk or old
15 and unuseable cars. If there is such accumulation of rubbish,
16 trash, junk cars and etc., the person maintaining such must remove
17 such accumulation within ten (10) days of Declarant's demand;
18 otherwise Declarant shall have the right to hire said removal and
19 the right to enter upon said premises for said removal and charge
20 the person responsible for such accumulation, who shall be deemed
21 the owner of the real property, for the cost incurred therein.

22 11. All exterior construction of buildings and painting or
23 stained finishing thereof shall be completed within twelve (12)
24 months from the start of construction.

25 12. The provisions herein contained shall run with the land
26 included in the above-described property and said provisions shall
27 inure to the benefit of and be enforceable by Declarant, its
28 successors, assigns and personal representatives of its successors
29 and assigns; and the failure by the Declarant or its legal
30 representative or any of the above to enforce any of the restric-
31 tions, conditions, covenants or agreements herein contained shall
32 in no event be deemed a waiver of the right to do so thereafter,
nor shall such failure to enforce any restriction, covenant,
condition or agreement herein contained give rise to any cause
of action by any person whomsoever against Declarant and Declarant
shall in no way be liable to any person whomsoever, including
their heirs, successors, or assigns for any such failure.

13. These covenants, easements and agreements shall run
with the land or remain in effect until ten (10) years from the
date of this agreement, at which time they shall automatically
renew for a period of ten (10) years thereafter, unless a majority
of the then owners of the parcels of property in and within the
above-described property elect to terminate or amend them by a
statement properly executed by each of them and recorded in the
office of the County Recorder of the County of Amador.

14. Nothing herein contained shall impair or defeat the
lien of any mortgage or Deed of Trust, but title to any property

obtained through sale and satisfaction of any mortgage or deed of trust shall be held subject to all of the measures, provisions, covenants, conditions, easements and agreements thereof.

Executed this 19 day of April, 1968.

PIONEER HILLS, INC.,

By O. K. Lynn
O. K. Lynn, President

By Faye Lynn
Faye Lynn, Secretary-Treasurer

STATE OF CALIFORNIA,

County of Amador } ss.

On this 19 day of April in the year one thousand nine hundred and Sixty Eight, before me, Beatrice A. Ohls

a Notary Public, State of California, duly commissioned and sworn, personally appeared O. K. Lynn & Faye Lynn known to me to be the President & Secretary 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 pursuant to its by-laws or a resolution of its board of directors

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

Beatrice A. Ohls
Notary Public, State of California.

Cowdery's Form No. 28—(Acknowledgment—Corporation).
(C. C. Secs. 1190-1190.1) (Printed 1-30-66) 61-0417

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My Commission Expires October 15, 1968

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