

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:

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:

1439

1439

BOOK 248 PAGE 597

INDEXED

RECORDED AT REQUEST OF
CALAVERAS TITLE COMPANYAT 11:30 A.M. PART 1117 IN
OFFICE REC'D - CALAVERAS CO., CAL.
FEB 20 1968

WHEN RECORDED RETURN TO:

Calaveras Title Company

Paul E. Lindsey
MONTER FEB 20 1968DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS AND
AGREEMENTS AFFECTING THAT REAL PROPERTY KNOWN AS MURPHYS PINES UNIT 1

This Declaration of Restrictions, made this 19th day of February, 1968, by JOHN D. LINDSEY, doing business as Marc Development Co., hereinafter referred to as "Subdivider":

WHEREAS, Subdivider, the owner of that certain tract of real property situate in the County of Calaveras, State of California, and delineated upon that certain map of said property filed in the Office of the County Recorder of said Calaveras County on the 19th day of February, 1968, in Book 3 of Maps, Calaveras County Records, and known as Murphys Pines Unit 1.

WHEREAS, the Subdivider is about to sell, dispose of, or convey in portions or in whole, said hereinabove described property which it desires to subject, pursuant to a general plan or scheme of improvements, to certain restrictions, easements, covenants and agreements between it and the acquirers or users of said property as hereinafter set forth.

NOW, THEREFORE, Subdivider declares that the property shown on said Map 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 several owners and their heirs, successors and assigns:

1. No building or structure shall be built on any of the lots in the tract unless it is constructed of new materials; provided, however, that used brick, stone, used beams, and other design materials may be used. In no event shall highly reflective metal roofs be used. No building may be constructed on the lots in this tract unless it conforms with and is in harmony with other structures within the general area and neighborhood, and is diligently prosecuted to completion with a reasonable time, the exterior of which shall not exceed 12 months after it is begun. Minimum size house shall be 1,000 square feet of living area. When a fence is installed and placed across a driveway easement, the party fencing shall be required to place a cattle guard over the easement to allow car passage without use of a gate.

(a) The minimum 1,000 square feet of living area not to include the living area of a guest cottage with a minimum of 500 square feet of living area.

2. Subdivider reserves the right to construct all public utilities, water lines, drainage ditches, or other poles, lines, wires, pipes, pipelines or any other things, other than a building, which Subdivider may in his sole and absolute discretion determine where necessary, convenient or beneficial for said real property, or any portion thereof, or any of said lots, or the ownership, use or occupancy of any portion of said real property, or any of said lots, along the property lines, or otherwise through or across said lots when necessary, and to enter in and upon the premises to make any and all repairs to said public utilities, water line, drainage ditches, etc., and Subdivider may grant this right to any public utility that is duly authorized to carry on its business under the laws of the State of California, or to any mutual water company or home owners association, or other mutual service organization.

The right is also reserved by Subdivider or assigns to enter upon said reserved area to cut or trim trees and other growth thereupon, as necessary for the proper maintenance and other lines for satisfactory service in the area.

It is expressly understood that such reserved areas, herein mentioned, shall not affect the usual building area of any lot in said Subdivision, unless such easement shall be expressed and of record before the sale of any such lot by subdividers, their nominee or successor, or unless such easement shall be apparent upon the ground. In this connection, notice is hereby given that certain easements for power lines and for telephone lines now existing of record affecting certain of said lots of said Subdivision. Said easements affect an area five feet on either side of said lines as described. No owner or occupancy of any portion of said real property, or any of said lots, shall use the areas affected by said easements for any purpose, or in any manner, which will interfere with the free and unobstructed use of such easements.

3. Any re-subdivision of said lots after its sale and conveyance by the Subdivider shall be subject to such provisions and conditions outlined in such Calaveras County Subdivision Ordinances that may be in effect at time of consideration and new owner shall be subject to jurisdiction of the Home Owners Association.

4. Provisions and conditions of Section 13 "R. R." District, Zoning Ordinance No. 250, Calaveras County, will be incorporated as part of the Declaration of Protective Restrictions affecting Murphys Pines Unit 1 Exception 13A (3) shall read 1 acre instead of 15,000 sq. feet and 13A.

5. No more than fifty percent of the trees now standing upon said lots shall be cut, severed, or removed, and no tree which is ten inches, or more in diameter may be removed without the written consent of the Subdivider, his nominee or successor, first had and obtained, with the exception that trees standing in the home building area may be removed without the written consent of the Subdivider, his nominee or successor, first had and obtained.

6. No portion of said property shall be used in whole, or in part, for the storage of rubbish of any character whatsoever, nor for the storage of any item that will cause such property to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or material be kept upon any property that will permit foul or noxious odors, or that will cause any noise that will, or might, disturb the peace, comfort or serenity of the occupants of surrounding property. No noxious or offensive tract or activity shall be carried on upon any portion of said property, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the occupants of surrounding property, excepting therefrom domestic animals and fowl which, however, shall be confined in as inconspicuous a manner as the property allows.

7. Any lot owner of Murphys Pines Unit 1 may request membership in Murphys Pines Home Owners Association after such organization is formed for which he agrees to pay any assessments levied by the Association for such membership privilege. Such request shall be automatically accepted.

8. If there shall be any violation, or attempt to violate, any of the covenants or restrictions herein contained, it shall be lawful for the owners of any portion of said property, or any of said lots, to prosecute any proceedings at law, or in equity against the violator or the attempting violator, either to prevent such violation, or attempt, or to recover damages for such violation, and nothing herein contained shall be considered as preventing the application of any remedies given by law against a nuisance, public or private, but the remedies herein contained shall be deemed to be in addition to any other remedies given by law.

9. If any paragraph, subdivisions of paragraph, sentence, clause or phrase contained in this Declaration of Restrictions shall be held to be invalid by any Court for any reason, the invalidation thereof shall in no way affect the validity of any other portion of this Declaration of Restrictions, it being the intent of the Subdivider that the whole of said Declaration of Restrictions, with the exception of such invalidated portion or portions, shall remain in full force and effect and Subdivider hereby declares it would have executed this Declaration of Restrictions, and each portion thereof, irrespective of the fact that any portion of it be declared invalid.

10. In addition to any remedies herein contained or given by law the direct or indirect violation of any of the covenants or restrictions herein set forth by the owner of any portion of said real property of any of said lots, shall cause a forfeiture of the owner's title to all of said portion of said real property or of said lots, and the title thereto shall forthwith revert to and become revested in subdivider subject, however, to any encumbrances of record on such forfeited portion of said property, or lot, as the case may be.

11. The provisions herein contained shall run with the land and bind the land included in said Subdivision and shall inure to the benefit of, and be enforceable by Subdivider, or its nominee, its legal heirs, successors and assigns and failure by Subdivider or its legal representative, heirs, successors or assigns, to enforce any restrictions, covenant or agreement herein contained, shall in no event be deemed a waiver of the right to do so thereafter, nor shall failure to enforce any restrictions, covenants, or agreement herein contained give rise to any cause of action by a person whomsoever against Subdivider, and Subdivider shall in no way be liable to any person whomsoever, including its heirs, successors or assigns for any such failure.

12. All of the covenants and restrictions set forth in this Declaration of Restrictions are imposed upon said property, and each of said lots, for the direct benefit thereof, as a part of the general plan of development and improvement thereof hereby adopted by Subdivider, and said covenants and restrictions shall run with the land and continue to be in full force and effect, and shall be binding upon the Subdivider and all persons claiming under them until December 21, 1978, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years each unless by a majority of the then owners of lots in said Murphys Pines Unit 1., it is agreed to change the said covenants and restrictions in whole or in part.

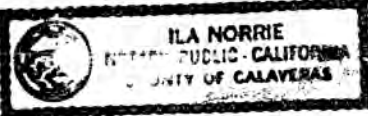
IN WITNESS WHEREOF, the said Subdivider has hereunto set his hand the day and year first hereinabove written.


John D. Lindsey, doing business
as MARC DEVELOPMENT CO.

STATE OF CALIFORNIA) SS.
COUNTY OF CALAVERAS)

On February 20, 1968 before me, the undersigned, a Notary Public in and for said State, personally appeared John D. Lindsey, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.



Signature 

Ila Norrie
Name (Typed or Printed)

My Commission expires: June 18, 1971

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RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

THIS SPACE FOR RECORDER'S USE ONLY

RESTRICTIVE COVENANT MODIFICATION

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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:

WHEN RECORDED RETURN TO:
CALAVERAS TITLE COMPANY
ESCORO NO. 21703

INDEXED

RECORDED AT REQUEST OF
CALAVERAS TITLE COMPANY
AT 2:25 MIN. PART 3 P. M.
OFFICIAL RECORDS - CALAVERAS CO. CALIF.
MAR 25 1968

Barclay Leonard
RECORDED FEE \$ 2.00

MODIFICATION OF RESTRICTIONS

THE UNDERSIGNED, JOHN D. LINDSEY, doing business as Marc Development Co., is the sole owner of all the lots in that certain subdivision or tract of land known and generally described as "MURPHY'S PINES UNIT I", filed for record February 19, 1968, in Book 3 of Maps, Calaveras County Records.

WITNESSETH THAT

WHEREAS, there was recorded on February 20, 1968, in Book 248 of Official Records, page 397, Calaveras County Records, a Declaration of Protective Restrictions, Covenants and Agreements Affecting that Real Property known as Murphy's Pines Unit I, imposing certain covenants, conditions, and restrictions subject to which all lots and parcels in said subdivision shall be held, used, leased, sold and conveyed, and

WHEREAS, it has become desirable to change, amend and modify the terms of said Declaration of Restrictions in order to conform to the plans of said owners for the orderly development and use of said subdivision;

NOW, THEREFORE, it is hereby declared that Paragraph 12 of said Declaration of Restrictions shall be deleted in entirety and in the place and stead thereof the following shall be substituted:

12. All of the covenants and restrictions set forth in this Declaration of Restrictions are imposed upon said property, and each of said lots, for the direct benefit thereof, as a part of the general plan of development and improvement thereof hereby adopted by the subdivider, and said covenants and restrictions shall run with the land and continue to be in full force and effect, and shall be binding upon the subdivider and all persons claiming under them until December 31, 1973, at which time said covenants and restrictions shall be automatically extended for successive periods of 5 years each unless by the expiration of any such period of 5 years of date in said Murphy's Pines Unit I, it is agreed to change the said covenants and restrictions in whole or in part.

By witness my hand, the undersigned owner and subdivider has executed these presents on this 24th day of March, 1968.

John D. Lindsey
John D. Lindsey, doing business as
Marc Development Co.

STATE OF CALIFORNIA
COUNTY OF CALAVERAS

On March 20, 1968, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John D. Lindsey, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

1968 my hand and official seal

Name (typed or printed)
Notary Public in and for said County
and State