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5/11/65

RECORDED AT THE COUNTY CLERK'S OFFICE
MODOC COUNTY TITLE CO.
MAY 13 1965 A.D. 19
at 20 minutes past 4
o'clock P.M. in Year 1965
Official Records, Page 140
Records of Modoc Co. Calif.
M. E. ARCHER
COUNTY RECORDER
By *[Signature]*
File No. 1751 Fee 8.40

DECLARATION OF ESTABLISHMENT OF
CONDITIONS, COVENANTS AND RESTRICTIONS
AFFECTING REAL PROPERTY

INDEXED

THIS DECLARATION MADE this 11th day of May, 1965,

by and between WOODED LAND DEVELOPMENT CORP., a California corporation, and WILD LIFE LAND DEVELOPMENT CORP., a California corporation, doing business as MODOC RECREATIONAL ESTATES, hereinafter referred to as "Modoc," is made with reference to the following facts:

WITNESSETH:

WHEREAS, Modoc is the owner of certain real property located in the County of Modoc, State of California, more particularly described in Exhibit "A" attached hereto, and incorporated herein by this reference; and

WHEREAS, the properties described in Exhibit "A" are being subdivided with the intention of being sold to individual land owners in compliance with the various subdivision laws of the State of California. The property described in said Exhibit "A" is hereinafter referred to as "the property," and

WHEREAS, the parties deem it necessary and advisable for the protection of all the present and future owners of all the property that certain conditions, covenants and restrictions be established to which the property described in Exhibit "A" would be subject, and that an organization be established for the purpose of supervising the maintenance of the various portions

-1-

Peter
LAW OFFICES
KATZ & GRANOF
8665 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA
OLEANDER 5-8262
OLYMPIC 2-0952

of the property, including roads and bridle trails, owning and operating recreational facilities available to the various owners of the property, and providing such other services as the present and future owners deem advisable for maintaining the property as a recreational area, including providing necessary information for new and absentee owners,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the Owners, and each of them, hereby declare and certify: That they do hereby establish a plan for the protection and maintenance of the property, and the providing of additional recreational facilities for the owners of the property, and do hereby fix the conditions, covenants, reservations, liens and charges upon and subject to which all lots, parcels and portions of the property shall be used, held, leased or sold and/or conveyed by the Owners, and each of them, and each and all of which is and are for the benefit of the property, and of each owner of land therein, whether present or future, and which shall inure to and pass with said property, and each and every parcel of land therein, and shall apply to and bind the respective successors in interests of the present Owners, and each thereof, and is hereby imposed on each and every parcel of the property as a servitude in favor of the property, and each and every other parcel of land therein as a dominant tenement or tenements, as the case may be, as follows:

1. Modoc has established and does hereby establish the following restrictions which shall be applicable to all present and future owners of each and every parcel, insuring to each and every owner of said parcels full enjoyment of their property:

(a) No person shall permit the accumulation of debris or inflammable materials on any portion of the property covered by these covenants, and every person residing on, using or otherwise occupying any portion of the premises shall observe forestry practices to eliminate fire hazards, and to keep the premises in a healthy and pleasing condition;

(b) The exterior portions of all buildings which are constructed upon any parcel of the property, and are constructed of wood, stucco or cement shall be painted or stained immediately upon completion, or shall have color mixed in the final coat;

(c) All residences shall be completed before occupancy.

2. Modoc has caused to be formed a non-profit organization known as the Modoc Recreational Estates Association (hereinafter referred to as "Association") which organization has been formed for the purpose of maintaining the roads on the property and providing such additional other services to the Owners of the property as shall be determined from time to time by its Trustees. Association has incorporated as a non-profit corporation. Said Association has a board of five trustees who shall serve until December 31, 1966, or until 51% of the parcels in said tract have been sold, whichever event shall first occur.

3. All owners of a parcel of the property shall automatically become a member of Association, and shall receive a certificate of membership if so provided for under the by-laws adopted by said Association. Each member, and his immediate family, shall

be entitled to all rights of membership. At all membership meetings, one vote shall be allotted to the owner or owners of each lot.

4. Between October 1 and October 15 of 1966, a meeting of all members of the Association shall be held, and each member shall be given notice of said meeting by certified or registered mail at least 15 days prior to the date of said meeting. Said first meeting shall be held within 30 days after the sale of 51% of the lots in the tract if said date is earlier than October 1, 1966. At said meeting, members of the Board of Trustees shall be elected to serve for the period from November 1, 1966 to December 31, 1967.

Thereafter between December 1 and December 15 of each year commencing with the year 1967, a meeting of all members of the Association shall be held and each member shall be given notice of said meeting by certified or registered mail at least 15 days prior to the date of each meeting.

5. The members at said annual meeting shall elect a Board of Directors of five of its members who shall be charged with the management of the Association affairs for the coming year. Members may attend in person or by proxy and a quorum shall be deemed to exist if 35% of the voting power is represented. Each owner shall be entitled to cumulate his votes for any election of director of the Association.

6. An assessment on the abutting property owner for the repair and maintenance of the private roads or streets, traversing or abutting the roads created in the tract map covering the property, may be made by a majority of the members present at any duly called meeting of the Association at which a quorum is present in person or by proxy. Dues may also be assessed in the same manner for the other activities to be carried on by the Association. Until changed by vote of 75% of the members of the Association,

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Carlsberg

This is an addition to the last full paragraph on Page 6 of the Declaration of Restrictions for Modoc Recreational Estate.

Notwithstanding anything above to the contrary, this declaration may be amended, modified or revoked at any time by written consent of the owners of not less than 75% of the lots in Modoc Recreational Estate.

the total assessments against each parcel shall be the sum of \$10.00 per calendar year, said assessment to be made and collected in the month of November immediately preceding the year for which it is assessed. The first assessment shall be collected in the month of November, 1966 for the calendar year 1967. Modoc has agreed to maintain the roads of the Association and to pay its other expenses until the first year's dues are collected.

7. The Board of Directors of the Association shall have the following duties and powers:

(a) It shall cause an independent audit of the Association's books and records to be made annually for any year in which the Association collects any assessment or expends any moneys, and a copy of said audit shall be mailed to each member of the Association within 30 days after its completion and within 120 days after the end of the fiscal year.

(b) The Board may delegate any of its powers to any of its members, or to any agents engaged by it.

(c) It may enter or authorize a representative to enter portions of the property as may be necessary in connection with its responsibilities for management or maintenance.

(d) It may contract for and/or pay for maintenance, utilities, materials, supplies, services and personnel necessary for the operative of the project, taxes and assessments which may become a lien on the entire project or the common area, and the reconstruction of portions of the tract which may be rebuilt after damage or destruction.

(e) It will have the power to enforce the provisions of the Declaration of Conditions, Reservations, Easements,

Rights and Rights of Way.

8. The assessment made by the members of the Association in the manner set forth above, if not fully paid by the date set forth by the members of the Association shall, together with interest at the rate of 7% per annum from such due date, together with costs of collection, including reasonable attorneys' fees and costs as determined by court order, become and be a lien upon and enforceable by the Association against the owner of the parcel who failed to make such payment.

9. Modoc Recreational Estates, the developer of the tract covered by this Declaration, has agreed that it will pay its share of all maintenance costs and all assessments that are levied against all lots in which it still retains the beneficial ownership in the same manner as said costs are to be borne or said assessments are to be made against lots in which the beneficial interest has been transferred.

The foregoing provisions set forth in Paragraphs 3 through 8 above shall be incorporated in the Articles of Incorporation of the Association, and/or its by-laws, and said provisions shall not be amended without the vote or written approval of 75% of the voting power of the Association.

These conditions shall run with the land, and shall be binding upon all parties, and all persons claiming under them, until twenty (20) years from the date hereof, at which time said conditions shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the owners of the lots in said tract, it is agreed to change said conditions in whole or in part.

Notwithstanding anything above to the contrary, this declaration may be amended, modified or revoked at any time by written consent of the owners of not less than 75% of the lots in Modoc Recreational Estate.

TO 449 C
(Corporation)



STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS.

On May 11, 1965 before me, the undersigned, a Notary Public in and for said State, personally appeared ARTHUR W. CARLSBERG, JR. known to me to be the _____ President, and GERALD GRANOF known to me to be _____ Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature *Robert J. Koeppele*
Robert J. Koeppele
Name (Typed or Printed)



OFFICIAL SEAL
ROBERT J. KOEPPLE
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

ROBERT J. KOEPPLE
My Commission Expires Aug. 25, 1968

(This area for official notarial seal)

TO 449 C
(Corporation)



STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS.

On May 11, 1965 before me, the undersigned, a Notary Public in and for said State, personally appeared BERNARD S. SELWYN known to me to be the _____ President, and HERBERT E. EDWARDS known to me to be _____ Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature *Robert J. Koeppele*
Robert J. Koeppele
Name (Typed or Printed)



OFFICIAL SEAL
ROBERT J. KOEPPLE
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

ROBERT J. KOEPPLE
My Commission Expires Aug. 25, 1968

(This area for official notarial seal)

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MODOC RECREATIONAL ESTATES, a subdivision
of the County of Modoc, according to the
official plat thereof filed in Book 2 of
Maps in Modoc County records.

EXHIBIT "A"

LAW OFFICES
KATZ & GRANOF
8645 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA
OLEANDER 5-2121
OLYMPIC 2-0982

RECORDED AT THE REQUEST OF
M. R. E. A. ON JUL 24 1986
AT 1:44 IN BOOK 327 PAGE 220 FEE \$ 7.00
OFFICIAL RECORDS, MODOC COUNTY, CALIF.
MICHAEL TEDRICK
COUNTY RECORDER
FILE NO 0 3133
INDEXED

When Recorded Return to:

M.R.E.A.

P.O. Box 1237

Alturas, Ca.

96101

Modoc Recreational Estates Association

July 5, 1986 Annual Meeting

At the duly called meeting of the Modoc Recreational Estates Association held July 5, 1986, a majority of the members present voted to amend the By-Laws of the Modoc Recreational Estates Association to read as follows.

Article III
Directors

Section 1. Number of Directors (Amended 7-5-1986)

The authorized number of Directors shall be five (5) as stated in Section 5 of the C.C. & Rs. They shall serve for two (2) years, on a rotation system starting in July 1986. The President, Treasurer and Sergeant at Arms will be elected on the even numbered years. The Vice-President and Secretary will be elected on the odd numbered years. Only one (1) member of any family, no matter how related may serve on the Board of Directors of the Modoc Recreational Estates Association at any one (1) time. Those elected after 1986 shall serve for two (2) years, or longer if elected.

Article IV
Officers

Section 2. Election (Amended 7-5-1986)

The members of said annual meeting shall elect a Board of Directors starting in 1986 of the President, Treasurer and Sergeant at Arms who will serve two (2) years, the Vice-President and Secretary will serve for one (1) year thereafter the rotation system will be used with the President, Treasurer and Sergeant at Arms elected on the even numbered years and the Vice-President and Secretary elected on the odd numbered years. Those elected after 1986 shall serve for two (2) years, or longer if elected.

Section 3. Duties (Amended 7-5-1986)

(1) The President shall serve as agent for members so wishing to prosecute violators of wrong doing in the Estates.

These amendments and ratification to be page 12 and 13 of the By-Laws of the Modoc Recreational Estates Association.

THIS IS TO CERTIFY

That I am the duly elected, qualified and acting Secretary of the MODOC RECREATIONAL ESTATES ASSOCIATION and that the foregoing amendments and ratifications are adopted to the By-Laws of said corporation on the 5 day of July 1986, by the members and Board of Directors at the annual meeting July 5, 1986.

Secretary Garrett Deene Ryan

3001 (6/82) (Individual) First American Title Company

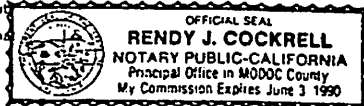
STATE OF CALIFORNIA
COUNTY OF Modoc
On July 24, 1986 before me, the undersigned, a Notary Public in and for
said State, personally appeared Garrett Deene Ryan

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature

Rendy J. Cockrell



(This area for official notarial seal)