

RECORDED AT THE REQUEST OF

Charles W. Stricklen ON DEC 8 1986
AT 9:45 AM BOOK 330 PAGE 923 FEE \$ 5.00
OFFICIAL RECORDS COUNTY CALIF. MICHAEL TEDRICK
COUNTY RECORDER

FILE NO

05536

INDEXED

RECORDING REQUESTED BY:
CALIFORNIA PINES PROPERTY OWNERS ASSOCIATION
P.O. Box 4305
Anaheim, CA 92801

NOTICE OF CHANGE IN ANNUAL CHARGES

AND CREATION OF LIEN

EFFECTING CALIFORNIA PINES UNIT 3

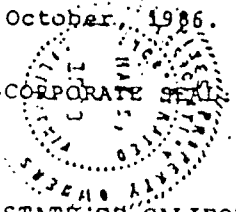
RETURN TO SAME

Pursuant to the Declaration of Restrictions
Recorded July 25, 1968, in Liber 207, Official Records
Page 416, Records of Modoc County, California.

NOTICE: On October 9, 1986, at a duly constituted meeting of the Board of Directors of the CALIFORNIA PINES PROPERTY OWNERS' ASSOCIATION the annual charges per lot for each lot contained in Unit 3 as set forth in the recorded document described above, was set at \$30.00 per year. The complete resolution reads as follows:

RESOLUTION: RESOLVED that the annual charges per lot referred to as "Dues", be set at \$30.00 per year per lot, and that the date of January 1st of each year be set as the date for the creation of the lien for any unpaid dues for the fiscal year commencing January 1st of each year. Enforcement by foreclosure, or other means, of the liens shall be delayed for a period of four months after the creation of the lien on the 1st day of January of each year. The annual charges, or dues, shall become due and payable on January 1st of each year.

I hereby certify that the foregoing is a full, true and correct copy of the resolution duly and regularly adopted by the Board of CALIFORNIA PINES PROPERTY OWNERS' ASSOCIATION, on the 9th day of October, 1986.



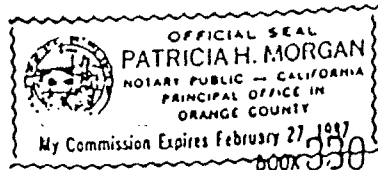
Charles W. Stricklen
CHARLES W. STRICKLEN, Secretary.

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On November 18, 1986, before me, the undersigned a Notary Public in and for said State, personally appeared CHARLES W. STRICKLEN, personally known to me to be the person who executed the within instrument as the Secretary of the corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

Patricia H. Morgan
Notary's Signature



RECORDED AT THE REQUEST OF
Calif. Pines

INDEXED

JUL 25 1969
at 0 minutes past 2
of clock P.M. in year 207
Official Records Page 426
Records of Modoc Co. Calif.
M.C. [Signature]
COUNTY RECORDER
File No. 226 Fee \$11.80

DECLARATION OF RESTRICTIONS

CALIFORNIA PINES - UNIT 3

THIS DECLARATION made this 24 day of June,
1969, by, LEISURE INDUSTRIES, INC., dba CALIFORNIA PINES RECREATIONAL
ESTATES, a California corporation, herein referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of all the real property set forth and
described on that certain map (herein referred to as "Map") entitled "California
Pines Unit 3", consisting of 29 sheets, which Map was recorded in the Office
of the County Recorder of Modoc County, California as Document No. 225,
on July 25, 1969, in Map Book No. 2, Pages
199 to 227; and

WHEREAS, all of the real property described in the Map comprises in the aggregate a single subdivision unit (herein referred to as "unit") which is one of several units contemplated in the California Pines general development (herein referred to as "Development"), which other units shall be developed from adjoining lands owned by Declarant and annexed to the Development as herein provided; and

WHEREAS, there are 3469 subdivided lots, the number of which lots and the legal descriptions thereof are set forth on said Map; and

STATE OF CALIFORNIA, COUNTY OF MODOC, S.S.
I, Michael J. Tarrick, County Recorder, do hereby certify that this
is a true and correct copy of the record as typed in this office on
BOOK NO. 207, on PAGE 426, Witness my hand
and official seal this 31st day of Oct, 1969.
Michael J. Tarrick, Recorder
By Wanda [Signature] Deputy

Vol 207 PAGE 416

Off Rec

416

WHEREAS, It is the desire and intention of Declarant to sell and convey said lots and before doing so to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges, hereinafter collectively referred to as "Restrictions", under a general plan or scheme of improvements for the benefit of all of the lots in the Unit and Development, and the future owners of said lots;

NOW THEREFORE, Declarant hereby declares that all of said lots are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, or occupied and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the Map and of the Development as a whole, and all of them shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the real property or any part thereof subject to such Restrictions.

1. Applicability and Terms

These Restrictions shall apply to all of the subdivided lots described in said Map.

These Restrictions shall effect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until December 31, 1994, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change these Restrictions in whole or in part.

2. Mutuality of Benefit and Obligation

The Restrictions and Agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Unit and the Development and are intended to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns; and shall, as to the owner of each such lot, his heirs, successors and assigns, operate as covenants running with the land for the benefit of each and all other lots in the Unit and Development and their respective owners. Restrictions substantially the same as those contained herein shall be recorded on all future units of the Development in conformity with the general scheme of improvement of all lands to be included therein.

3. Architectural Control and Planning Committee

All plans and specifications for any building, swimming pool, fence, wall; or other structures whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the roofs thereof, any later changes or additions thereto after initial approval thereof, and any remodeling, reconstruction, alterations, or additions to any building or other structure on any lot shall be subject to and shall require the approval in writing before any such work is commenced on the Architectural Control and Planning Committee (herein called "Committee"), as the same is from time to time composed.

The Committee is composed initially of three (3) members to be appointed by the Board of Directors of CALIFORNIA PINES PROPERTY OWNERS ASSOCIATION; (hereinafter referred to as the "Association").

Any vacancy, whether arising from resignation, removal or death of a member, shall be filled by the Board of Directors of Association. The Committee may appoint advisory committees from time to time to advise it on matters pertaining to the Development. There shall be submitted to the Committee two (2) complete sets of plans of any and all improvements of any kind that shall be erected, altered, placed, or maintained upon any lot unless and until the final plans, elevations and specifications therefore have received such written approval as herein provided. Such plans shall include plat plans showing the location of the lot, of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained.

The Committee shall approve or disapprove plans with thirty (30) days from receipt thereof. One (1) set of said plans with the approval or disapproval, endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee.

The Committee shall have the right to disapprove any plans submitted to it as aforesaid in the event such plans are not in accordance with all of the provisions of these Restrictions, if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures, if the plans submitted are incomplete, or in the event the Committee deems the plans, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof, all in the sole discretion of the Committee. The decisions of the Committee shall be final.

Neither the Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans or specifications.

4. Size and Placement of Structural Improvements

Every residence, dwelling and/or summer cabin constructed on the lot shall contain a minimum of 500 square feet of full enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages, carports and other outbuildings).

Each lot shall have the following setbacks which limit the extent of the portion of such lot upon which any improvement can be constructed without the express approval of the Committee. The following dimensions shall govern for front, side and rear setbacks on all lots:

- (a) Twenty (20) feet from the front line of each lot fronting on a County dedicated road, or twenty (20) feet from the easement line for lots fronting on private roads on which thirty (30) feet street easements are imposed;
- (b) Twenty (20) feet from each lot side line;
- (c) Fifty (50) feet, or twenty-five percent (25%) of the depth of the lot, whichever is lesser, from the rear line of each lot.

5. General Restrictions and Requirements

The following general restrictions and requirements shall prevail as to the construction or activities conducted on any lot in the Unit or Development:

(a) All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank or other sewage system constructed by the lot owner and approved by the Modoc County Health Department.

(b) No stripped down, partially wrecked, or junk motor vehicle, or sizeable part thereof, shall be permitted to be parked on any street in the Unit or Development or on any lot in such manner as to be visible to the occupants of other lots within the Unit or Development or to the users of any street therein.

(c) Every tank for the storage of fuel installed outside any building in the Unit or Development shall be either buried below the surface of the ground or screened to the satisfaction of the Committee by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street within the Unit or Subdivision at any time except during refuse collections.

(d) No owner of any lot shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit unless prior written permission to do so shall have been obtained from the Committee.

(e) All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. In the event any such lot or improvement thereon for the purpose of maintenance, restoration or repair, the cost of which shall be added to and become a part of the annual charge to which such lot is subject as set forth in paragraph 7 hereof.

(f) No noxious or offensive activities shall be carried on on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

(g) No tree in excess of four (4) inches in diameter shall be removed from any lot without first obtaining the written consent of the Committee.

(h) No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

(i) All structures constructed or placed on any lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such lot.

(j) Signs of customary and reasonable dimensions approved by the Committee shall be permitted to be displayed on any lot advertising same for sale. All other signs, billboards, or advertising structures of any kind are prohibited except upon application to and written permission from the Committee.

(k) No trash, ashes, garbage or other refuse shall be dumped or stored on any lot, street, or other areas in the Development except in areas specifically designated (if any) on the Map as "Dump and County Maintenance Yard."

(l) No Improvement which has been partially or totally destroyed by fire, earthquake or otherwise, shall be allowed to remain in such state for more than six (6) months from the time of such destruction.

(m) Every building, dwelling, or other Improvement, the construction or placement of which is begun on any lot, shall be completed within six (6) months after the beginning of such construction or placement.

6. Variances

The Committee may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein; provided, however, that such is done in conformity to the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhoods. Variances and adjustments of size and setback requirements may be granted hereunder.

7. California Pines Property Owners Association

Every person, including Declarant, who acquires title, legal or equitable, to any lot in the Development shall become a member of the California Pines Property Owners Association, a California non-profit corporation, herein referred to as "Association"; provided, however, that such membership is not intended to apply to those persons who hold an interest in any such lot merely as security for the performance of any obligation to pay money, e.g., mortgages, deeds of trust, or real estate contract purchases.

Each member shall be entitled to one vote for each lot owned by said member. Every member entitled to vote shall have the right to accumulate his votes as provided in Section 2235 Corporations Code of California. Each member shall be entitled to cast his votes in person or by proxy.

The general purpose of the Association is to further and promote the community welfare of property owners in the Development.

The Association shall be responsible for the maintenance, repair and upkeep of the private streets and parks within the Development and the appurtenant drainage and slope easements (if any) reserved by Declarant. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such streets and parks and such other properties within the Development as it may from time to time own.

The Association shall have all the powers that are set forth in its articles of incorporation and by-laws or that belong to it by operation of law, including the power to levy against every lot in the Development uniform annual charges as set forth in its by-laws of not less than \$2.00, nor more than \$30.00 per year; provided, however, that no such charge is or shall be levied against or payable by the Association itself, or any corporation that may be created to acquire title to and operate any utilities servicing the Unit or Development.

Every such charge made shall be paid by the member to the Association on or before the date established by its Board of Directors pursuant to the resolution adopted by such Board fixing the amount of the annual charge. Written notice of any changes in the charge so fixed or the date of payment shall be sent to each member. No notice need be sent in the absence of a change from the prior year. Said charges shall remain a lien upon the property of the respective member until paid.

Upon the initial adoption of a resolution of charges, or of any subsequent changes, the Association shall forthwith cause a notice thereof and of the lien created thereby to be signed and acknowledged by it and recorded in the Office of the County Recorder of Modoc County, California.

Such recorded notice shall embody said resolution and state the rate of the charge, the time payable, and when it becomes a lien. When paid, the Association shall from time to time execute, acknowledge and record in the Office of the County Recorder of Modoc County, California, a release or releases of lien with respect to the property for which payment has been made. Full receipts shall be issued to lot owners upon payment.

Each owner of a lot or lots in the Development shall, by acceptance of a deed thereto or the signing of a contract or agreement to purchase the same, whether from Declarant or a subsequent owner of such lot, bind himself, his heirs, personal representatives and assigns to pay all charges determined and levied upon such lot, including interest thereon and collection costs thereof, if any, including attorney's fees; and the obligation to pay such charges, interest and costs thereby constitutes an obligation running with the land. Sale or transfer of any lot shall not affect any lien for charges provided for herein.

All liens herein provided for shall be enforceable by foreclosure proceedings in the manner provided by law for the foreclosure of mortgages and/or trust deeds; provided, however, that no proceeding for foreclosure shall be commenced except upon the expiration of four (4) months from and after the date the charge giving rise to such lien becomes due and payable.

Any lien created or granted under the provisions of this Declaration is expressly made subject and subordinate to the rights of the beneficiary of any first deed of trust upon any lot in the Development, made in good faith and for value, and no such lien shall in any way defeat, invalidate or impair the obligation or the priority of such trust deed unless the beneficiary thereof shall expressly subordinate his interest, in writing, to such lien.

The funds arising from such charges, so far as may be sufficient, shall be applied toward the payment of expenses incurred by the Association in the maintenance of its properties and in furthering and promoting the community welfare of property owners in the Development, all as set forth and provided in its Articles of Incorporation and By-Laws.

8. Ownership, Use and Enjoyment of Streets and Parks

Each of the streets in the Unit or Development designated on the Map, except as otherwise specified on Sheet 1, is a private street. Easements for the use and enjoyment of each of said streets (designated on the Map as "Roadway Easement") and areas designated on the Map as parks are reserved to Declarant, its successors and assigns; to the persons who are, from time to time, members or associate members of the Association; to the residents, tenants, and occupants of any multi-family residential building, guesthouse, inn or hotel facilities, and all other kinds of residential or commercial structures that may be erected within the boundaries of the Unit or Development and to the invitees of all of the aforementioned persons.