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Official Records, Page 959

Records of Modoc Co. Calif.

DECLARATION OF RESTRICTIONS

INDEXED

27500000
COUNTY RECORDER

File No 1921 Fee 14.80

CALIFORNIA PINES LAKE UNIT II

THIS DECLARATION made this 20 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 Lake Unit II", consisting of _____ sheets, which Map was recorded in the
Office of the County Recorder of Modoc County, California as Document No.
1918, on June 20, 1969, in Map Book No.
2, Pages 178 to 189

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 1055 subdivided lots, the number of which
lots and the legal descriptions thereof are set forth on said Map; and

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 plot 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 and unroofed porches, terraces, garages, carports and other out-buildings. Concurrent with the construction of any structures, there shall be erected upon each lot, totally enclosing same upon all four boundary sides, (or, with respect to road frontage, at the easement boundary) a three-foot high, wooden fence, painted white, and in the style and design approved by the Architectural Control and Planning Committee.

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 per cent (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 of 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.

Declarant hereby states, for itself, its successors and assigns, that it has conveyed its ownership of the streets and Roadway Easements and of those areas designated as Park Easements (if any) on the Map will convey on all future maps similar Roadway Easements and Park Easements, if any, of the Development to the Association.

The Association may dedicate any private street and/or appurtenant easements to any appropriate governmental subdivision, and upon acceptance by such governmental subdivision, the Association shall no longer have any ownership or control of the property so dedicated; provided, further however, that any such dedication must be approved by the vote or written consent of two-thirds (2/3) of its members entitled to vote.

9. Easements

In addition to the Roadway Easements and Park Easements (if any) described hereinabove in Article 8, Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, the following easements and/or rights-of-way:

- (a) For the use and maintenance of drainage courses of all kinds designated on the Map as "Roadway and Drainage Easements";
- (b) For maintenance and permanent stabilization control of slopes in the slope-control areas (if any) designated on the Map as "Slope Easements";

Declarant has dedicated to Modoc County rights-of-way and easement areas for the installation and maintenance of public utilities within the private road rights-of-way as contained in the offer of dedication set forth on Sheet 1 of the Map and as shown in the subsequent sheets.

On each lot, the right-of-way and easement areas reserved by Declarant or dedicated to public utilities purposes and including all natural drainage courses whether within easement areas or in other areas of the lots shall be maintained continuously by the lot owner but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities; which may change the direction of flow of drainage channels; which may obstruct or retard the flow of water through drainage channels; or which may damage or interfere with established slope ratios or create erosion or sliding problems. Improvements within such areas shall also be maintained by the respective lot owner except for those for which a public authority or utility company is responsible.

10. Grantee's Title

Declarant shall convey fee title to lots within the Development by grant deed subject to:

- (a) These Restrictions
- (b) Easements and rights-of-way of record; and
- (c) The reservation to Declarant of all oil, gas, gasoline and other hydro-carbon substances and all other minerals underlying and within the boundaries of such lot below a depth of 100 feet, without right-of-surface entry.

11. Subsequent Units or Parcels

Declarant, or its successor in interest, may from time to time at its sole discretion subdivide other property owned by it at the time of the recordation of this Declaration of Restrictions, or acquired by it thereafter in exchange for, in whole or in part, property of substantially the same size owned by it at the time of recording this Declaration, which property is located in Modoc or Lassen Counties, and which property is located adjacent to or in close proximity to the property included in this Unit. The owners of said property shall likewise become members of the Association upon the recordation either by Declaration or by Deed of Restrictions, designating the property subject thereto as an additional Unit of Development, which instructions shall be substantially the same as those contained herein; provided, however, that:

(a) The use in said restrictions of the word "Unit" shall be deemed to apply to the particular unit for which such restrictions are recorded; the use of the word "Development" shall be deemed to mean the aggregate of all previously recorded units designated as being a part of the California Pines general development scheme of development; and the use of the words "lot" or "lots" shall be deemed to mean all subdivided lots described and set forth in any unit maps of the Development.

(b) Such Restrictions shall not discriminate against the lot owners whose property is already included in the Development;

(c) The Association's powers to make assessments and enforce liens shall not be curtailed with respect to such newly annexed units;

(d) The limits of uniform annual charges upon each lot in the Unit or other units already annexed to the Development shall not be increased as a result of annexation.

(e) No addition or annexation of additional property shall be permitted unless the Subdivision Map and Restrictions applicable thereto shall be recorded within three years from the date of the Final Subdivision Public Report of the California Division of Real Estate applicable to the next preceding unit of the subdivision.

(f) Any portion of the property referred to above and available for addition and/or annexation as part of the Development may, at the option of the Declarant, its successors or assigns, be so annexed as a condominium, or for use as a multi-family residential guest house, inn or hotel facility. Should any property related to any such uses not be so annexed, the Association may, nevertheless, grant to the owners thereof the right to use and enjoyment of the private streets and parks within the subdivision or any other assets of the Association upon the payment of a reasonable charge for maintenance, repair and upkeep or in return for the reciprocal use and enjoyment of common areas of such facilities or a combination of both.

12. Remedies

The Association or any party to whose benefit these Restrictions inure may proceed at law or in equity to prevent the occurrence, continuation or violation of any of the Restrictions and the court in any such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.

The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any of these Restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

13. Rights of Lien Holders

A breach of any of the provisions, conditions, restrictions, covenants, easements or reservations herein contained shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any of said lots or improvements thereon, provided, however, that any subsequent owner of said property shall be bound by the said provisions, conditions, restrictions, covenants, easements, and reservations whether such owner's title was acquired by foreclosure or at a trustee's sale or otherwise.

14. Grantee's Acceptance

The grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the lots within the Development to keep, observe, comply with and perform said Restrictions and Agreements.

Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such lot, including but not limited to events or conditions occurring on adjacent or nearby lots or lands.

15. Partial Invalidity

In the event that any one or more of the Restrictions herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining restrictions shall continue unimpaired and in full force and effect.

16. Captions

The captions of the various paragraphs of this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms or provisions thereof.

IN WITNESS WHEREOF, the Declarant has executed said Declaration the day and year first above written.

LEISURE INDUSTRIES, INC., dba
CALIFORNIA PINES RECREATIONAL ESTATES

By Arthur W. Carlsberg
Arthur W. Carlsberg, President

By Norman P. Zucker
Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On June 20, 1969, before me, the undersigned, a Notary Public in and for said state, personally appeared Arthur W. Carlsberg, known to me to be the President and Norman P. Zucker, known to me to be the 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.

Jonelle J. Smith
Notary Public in and for said County and State

