

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EFFECTING THAT PROPERTY KNOWN AS
"ODD FELLOWS SIERRA CAMP SUBDIVISIONS NUMBERS 1 & 2"

THIS DECLARATION is made this _____ day of _____, 1975, by the undersigned declarants hereinafter referred to as "Declarants".

RECITALS:

WHEREAS, Declarants are the owners of those certain lots located within ODD FELLOWS SIERRA CAMP SUBDIVISIONS Nos. 1 and 2 as said Subdivisions are described in Subdivision Maps recorded in the Office of the Tuolumne County Recorder and consisting of those lots more particularly set forth in "EXHIBIT A" attached hereto and made a part thereof.

WHEREAS, Declarants are the owners of the lots described in "EXHIBIT A" attached hereto and incorporated herein and desire to restrict said real property in accordance with a common plan designed to preserve the value and residential qualities of said lots for the benefit of Declarants and future owners.

DECLARATION:

NOW, THEREFORE, Declarants each for himself and herself declare that the real property described in "EXHIBIT A" shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants and restrictions herein contained expressly and exclusively for the use and benefit of said property and each and every person or entity who now or in the future owns any portion or portions of said real property. The easements, restrictions, covenants and conditions herein contained shall run with the land herein described in "EXHIBIT A" and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, survivors, successors and assigns. The provisions herein contained shall inure to the benefit of each owner of real property signatory hereto and their respective successors of said property described in "EXHIBIT A" attached hereto and made a part hereof.

1. No lot or parcel shall be used except for residential purposes consistent with Tuolumne County or other applicable agency zoning ordinances, provided however, not more than one single family dwelling shall be located, constructed, maintained or placed upon each lot within said subdivisions notwithstanding Tuolumne County or other applicable agency zoning ordinances. "Family Dwelling" as used in this Declaration or description shall mean and be defined as a single permanent structure that shall be built or placed on a permanent foundation and be designed for a single family usage.

2. All lots within said subdivisions shall be kept in a clean and orderly manner in keeping with the residential character of the development and no lot shall be used for the storage of non-operating vehicles and the like. Vacation House Trailers are excluded from this; they are governed by Tuolumne County ordinances.

3. No noxious or offensive activity shall be carried on or within any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

4. No Trade, commercial or manufacturing enterprize or activity shall be conducted upon any lot.

5. Before the occupancy of any family dwelling as "family dwelling" is defined herein on any lot in said subdivisions there shall be installed thereon an adequate sewage disposal system and adequate drainage field therefore for the disposal of sewage designed by a registered engineer and sufficient to meet the requirements of the California Board Health Department. Such sewage disposal system or septic tank or leach field shall be properly maintained by the respective lot owners upon which the same are situated and shall not be permitted to become an annoyance or nuisance to the neighborhood.

6. Each lot owner in said subdivisions covenants and agrees that each lot owner shall become a member of the "SIERRA PARK SERVICE CORPORATION" of said subdivisions which corporation has the duties and obligations of water service, road construction, maintenance and repair, including snow plowing on improved roads within these

subdivisions, and jurisdiction over the recreational area and other facilities located within said subdivisions and shall promptly remit all assessments and or dues, voted and approved by the membership at the annual meeting of said Corporation, for the efficient maintenance and operation of said Corporation.

7. These covenants and conditions shall run with the land and shall be binding on all parties and all persons claiming under them for period of twenty (20) years from the date of recording this Declaration of Restrictions, after which time such restrictions shall automatically be extended for successive periods of fifteen (15) years, unless by an instrument in writing signed by a majority of the then owners of lots has been recorded, modified in full or in part or terminating said restrictions.

8. Enforcement shall be by proceedings by law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. In event of litigation in the enforcement of any covenant or condition herein before a Court of competent jurisdiction the prevailing party shall be entitled to reasonable attorney's fees and costs of suit.

9. Invalidation of any one of these covenants or restrictions by Judgement or Court Order shall in no way annul any of the other provisions herein which shall remain in full force and effect.

10. Nothing herein contained shall impair or defeat the lien of any mortgage or any Deed of Trust but title to any property obtained through sale in satisfaction of any mortgage or Deed of Trust shall be subject to all of the conditions and provisions hereof. A breach of any of the foregoing conditions, covenants and restrictions or any re-entry by reason of such, shall not defeat or render invalid the lien on any mortgage or Deed of Trust made in good faith and for value, as to said property or any part thereof, but such conditions, covenants, restrictions and servitudes shall be binding upon and effective against subsequent owners thereof.

11. Declarants reserve the right to amend, modify, alter or rescind any or all of the above restrictions by a majority vote of all lot owners of said subdivisions.

IN WITNESS WHEREOF Declarants have executed this Declaration of Restrictions the day and year first above written.
