

DECLARATION OF RESTRICTIONS ON I.O.O.F. ODD FELLOWS
SIERRA CAMP SUBDIVISION NO. 1

WHEREAS, the undersigned, the Odd Fellows Sierra Recreation Association, a non-profit corporation organized and existing under and by virtue of the laws of the State of California, is at the present time the owner and sub-divider of that certain subdivision situated in Tuolumne County, State of California, and known as I.O.O.F. Odd Fellows Sierra Camp, Subdivision No. 1, a map of which subdivision is on file in the office of the County Recorder of Tuolumne County, California, or will be filed therein at the same time as this declaration of restrictions is recorded in the Office of said County Recorder of Tuolumne County, California; and,

WHEREAS, the undersigned owner and subdivider desires to restrict the sale and use of the lands in said subdivision for the benefit of itself, the said sub-divider, and for the mutual protection and benefit of each purchaser of any lot of land in said subdivision.

NOW, THEREFORE, said owner does hereby declare that each and every lot of land situated in said I.O.O.F. Odd Fellows Sierra Camp, Subdivision No.1, as particularly shown and described on the aforesaid map of said subdivision hereinabove referred to, excepting the "lodge site" shown on said map, is subject to and shall be sold, used and held subject to the following restrictions:

(1) All lots in the said subdivision shall be known and described as residential lots, and no structure shall be erected upon any lots other than one detached single family dwelling. Said dwelling shall conform to the following:

(a) Roof pitch shall be not less than 33 1-3%.

(b) Foundation must be concrete or concrete pier blocks. If concrete foundation the same must be equipped with a mud sill at least 2" thickness of cedar or redwood. If pier foundation, there must be at least 6" of cedar or redwood poles between the pier and floor joints.

(c) Wiring must conform to all state laws and shall contain ground circuit.

(d) All plans for construction and alteration must be submitted and approved by Board of Directors of the Odd Fellows Sierra Recreation Association, or their duly appointed building inspector before construction may be undertaken.

(2) No building shall be erected on any lot nearer than 5 feet from the front line nor nearer than 5 feet from any side line of such lot.

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

(4) No business building or buildings shall be erected on the whole or any portion of any of said lots, it being the specific intention of the sub-divider that only residential buildings, as hereinabove indicated, may be constructed thereon.

(5) No trailer, tent, shack, garage, or barn, or any other out-house or building erected in the tract and on any of said lots shall at any time be used as a permanent residence. The Board of Directors of Odd Fellows Sierra Recreation Association shall have the authority to remove any unsightly structure, after 60 days written notice to the owner of the property on which same is located.

(6) Before the occupancy of any building on any lot in said subdivision there shall be installed thereon an adequate septic tank together with a drain field not less than 50 feet in length for the disposal of sewage and no cess-pools may be installed on any said lots. Septic tank must be built of 2" redwood or better, steel or concrete.

(7) No dwelling will be allowed on any lot which does not have a minimum floor space of 250 sq. feet.

(8) A further reservation and restriction is made on each lot in said subdivision reserving unto the undersigned owner, its assigns and successors in interest, and for the benefit of the property owners of said subdivision, all necessary easements and rights-of-way for power lines and all other utility purposes.

(9) If the parties hereto, or any of them, or their heirs assigns, or any person claiming through them, shall violate or attempt to violate any of the covenants or restrictions herein contained during the period of time the same remain in force and effect, it shall be lawful for any other persons owning any other lots in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, either to prevent him or them from so doing, or to recover damages from him or them for such violation.

(10) Invalidation of any one of the covenants or restrictions herein contained by judgement in court or otherwise shall in no way affect the validity of any of the other covenant or restrictions herein contained.

(11) During the period of time these covenants and restrictions remain in force and effect, any and all deeds to lots in said subdivision whether executed by the present owner or subsequent owner or owners of said lots, shall refer to this declaration of restrictions and the said declaration of restrictions shall be a part thereof by reference thereto, and such reference shall take the place of including said restrictions in said deed or deeds.

(12) All lots in said subdivision shall be sold to and shall be owned by only a duly and regularly constituted lodge of the Independent Order of Odd Fellows or by duly qualified members of the Odd Fellows Sierra Recreation Association, a non-profit corporation, or in the event of the death of a duly qualified member owner, then by the members of his or her immediate family. To be a duly qualified member of said non-profit corporation, a person must be a member in good standing of either a subordinate lodge of the Independent Order of Odd Fellows, or of a lodge of Rebekah's. The immediate family of duly qualified members shall mean and include the wife, husband, son, daughter, mother and father of such duly qualified members.

(13) These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them for a period of twenty-five (25) years from the date of this instrument and at the expiration of said period of twenty-five (25) years these restrictions and covenants shall terminate.

IN WITNESS WHEREOF, the foregoing of restrictions has been executed by the above named corporate owner of said real property included in said subdivision this 17th day of February, 1950.

THE ODD FELLOWS SIERRA RECREATION
ASSOCIATION, a non-profit corporation.

By
President

By