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(SPACE BELOW FOR FILE STAMP ONLY)

FILED

MAR 26 2013

Superior Court of California
County of Tuolumne

By:  Clerk

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF TUOLUMNE**

13 **ODD FELLOWS SIERRA RECREATION**
14 **ASSOCIATION, a California corporation,**

15 Plaintiff,

16 vs.

17 **CHARLES P. VARVAYANIS and PATRICIA**
18 **JONES;**
19 **FREDDIE GLEN COLEMAN a/k/a Fred**
20 **Coleman and BARBARA ANN COLEMAN,**
21 **Trustees of the FREDDIE GLEN & BARBARA**
22 **ANN COLEMAN TRUST;**
23 **JEWEL RUTH DARGITZ;**
24 **LARRY LEE VAUGHN and KARIN**
25 **LOUANNE VAUGHN;**
26 **STEVEN P. WALLACE, Trustee of the STEVEN**
27 **P. WALLACE TRUST;**
28 **RUDY ALDAMA, GLENN DALZEL,**
CHRISTINE FOREMAN, JUAN TOVAR and
MAE TOVAR;
HAROLD BABB and MARY BABB;
PHILIP BARTHMAN, SUSAN BOLT-
BARTHMAN, RICHARD QUINN, and
CHRISTINE QUINN;
JOSEPH G. BONJEAN, and GLORIA
BONJEAN;
PATRICIA L. BREMICKER, Trustee of the

Case No.: *CVLS8100*

COMPLAINT FOR DAMAGES FOR:

- 1) **QUANTUM MERUIT;**
- 2) **MAINTENANCE OF RIGHT OF WAY**
EASEMENT (Civil Code Section 845);
- 3) **COMMON COUNTS-ACCOUNT STATED;**
- 4) **COMMON COUNTS-OPEN ACCOUNT**

ASSIGNED FOR ALL PURPOSES TO:

DEPT.:

[LIMITED CIVIL CASE- AMOUNT
DEMANDED DOES NOT EXCEED \$25,000]

1 PATRICIA L. BREMICKER TRUST;
2 ERIC CANALES a/k/a ERIC K. CANALES and
3 CATHERINE CANALES;
4 GREGORY J COLLINS, SR. and HEIDI M.
5 COLLINS;
6 JOSE ANGEL GARCIA and DEBORAH L.
7 GARCIA;
8 LARRY V. GIACOMINO and JILL S.
9 FORESTER;
10 LOUIE J. KAZAS and CLEO KAZAS, Trustees
11 of the LOUIE J. & CLEO KAZAS TRUST;
12 MILDRED KERN;
13 ONITA POMBO and DOROTHY K.,
14 LEIGHTON;
15 GERALD W. JOHNSTON, STEVEN G.
16 JOHNSTON and SHARON LORENZ;
17 DEANNA G. MOONEY, Trustee of the
18 DEANNA G. MOONEY TRUST;
19 JOSEPH M. NELSON, JR., Trustee of the
20 JOSEPH M. NELSON, JR. TRUST;
21 MICHAEL J. PERRY and KATHERINE M.
22 PERRY;
23 WILLIAM D. PIECH and CLARE
24 THOMPSON, Trustees of the WILLIAM D.
25 PIECH and CLARE THOMPSON TRUST;
26 TIMOTHY J. PLAZA, and DARANN P.
27 PLAZA;
28 BETTY L. SALOMON, Trustee of the BETTY L.
SALOMON TRUST;
JOSEPH F. SCHULTZ and KARIN V.
SCHULTZ, Trustees of the JOSEPH F. & KARIN
V. SCHULTZ TRUST;
SCOTT R. THOMAS and BRANDI L.
THOMAS;
JOHN DAVID WEITZEL and NANCY ANNE
WEITZEL, Trustees of the JOHN DAVID
WEITZEL and NANCY ANNE WEITZEL
TRUST;
and DOES 1 through 30, inclusive,

Defendants.

1 Plaintiff ODD FELLOWS SIERRA RECREATION ASSOCIATION alleges as follows:

2 **I.**

3 **THE PARTIES AND THE PARK**

4 1. Plaintiff ODD FELLOWS SIERRA RECREATION ASSOCIATION ("Plaintiff") is a
5 California corporation with its principal place of business in Tuolumne County, California. Plaintiff was
6 incorporated on January 19, 1949. Plaintiff is in good standing with the California Secretary of State.

7 2. There currently exist in Tuolumne County, California certain subdivisions known as
8 I.O.O.F. Odd Fellows Sierra Camp Subdivision No. 1 and I.O.O.F. Odd Fellows Sierra Camp
9 Subdivision No. 2 (collectively, the "Park").

10 3. As set forth in the original subdivision maps for the Park recorded on March 8, 1950 and
11 April 27, 1959, the Park consists of 364 subdivision lots owned by third parties. Plaintiff also owns one
12 (1) lot within the Park that is used for a caretaker's cabin.

13 4. Plaintiff is also the owner of certain real property within the Park, including, without
14 limitation, the real property on which the following improvements are located: (i) roads/streets, (ii) wells
15 for the supply of water; (iii) recreation hall, and (iv) lake, picnic area, baseball field and playground.
16 (collectively, the "Subject Property"). Plaintiff is the owner of all improvements to the Subject
17 Property.

18 5. Plaintiff is also the owner of certain real property adjacent to the Park. Certain water
19 storage tanks owned by Plaintiff that are connected to the wells referenced in the preceding paragraph
20 are located on such real property.

21 6. Each defendant referenced in the caption to this complaint (collectively, "Defendants") is
22 an owner of one or more subdivision lots within the Park. The address of the lot(s) owned by each
23 Defendant within the Park, the legal description of each Defendant's lot within the Park, the County of
24 Tuolumne tax assessor's parcel number for each Defendant's lot within the Park and the deed reference
25 number for each Defendant's lot within the Park are set forth on **Exhibit "A"** hereto. Exhibit "A" is
26 hereby incorporated herein by this reference.

27 7. The true names and capacities of defendants DOES 1 through 30, inclusive, are unknown
28 to Plaintiff who therefore sues said defendants by such fictitious names pursuant to Section 474 of the

1 California Code of Civil Procedure. Plaintiff will seek leave of court to amend this complaint when said
2 true names and capacities of said defendants have been ascertained.

3 8. At all times mentioned herein, each of the defendants, including the defendants served as
4 DOE herein, was the agent and/or employee of each of the remaining defendants and in doing the things
5 herein mentioned was acting within the scope of such agency and/or employment.

6
7 **II.**

8 **STATEMENT OF THE FACTS**

9 **A. Prior to 1986.**

10 9. Prior to October 1986, Plaintiff provided certain services to the lot owners of the
11 including, but not limited to, access to and use of unmetered water; pine needle disposal; garbage
12 disposal; use of a Park access gate; use of lake, recreation hall, picnic area, baseball field, playground,
13 and other similar types of areas on the Subject Property; services of an onsite caretaker to assist in
14 providing the aforementioned services; and certain other services.

15 10. Prior to 1986, Plaintiff would invite all lot owners of the Park to attend its annual meeting
16 of shareholders held on Memorial Day weekend each year. Plaintiff's shareholders and the lot owners
17 of the Park who were present at such annual meetings would then discuss and approve a budget for the
18 estimated cost of the services to be provided by Plaintiff to the lot owners of the Park for the fiscal
19 period of June 1 to May 31.

20 11. Prior to 1986, Plaintiff would then promptly inform all lot owners of the Park of the
21 amount of the approved budget set forth in the preceding paragraph, divide the approved budget by the
22 number of lots in the Park (excluding Plaintiff's caretaker lot) and invoice each lot owner of the Park for
23 their prorata share of such budget.

24
25 **B. The HOA and the HOA Agreements.**

26 12. On or around October 12, 1986, Plaintiff and ODD FELLOWS SIERRA
27 HOMEOWNERS' ASSOCIATION, a California non-profit corporation (the "HOA"), entered into that
28 certain Water Use Agreement (the "Water Agreement"), pursuant to which, among other things, Plaintiff
agreed to provide water to the HOA on a wholesale basis provided that the HOA pay for all expenses

1 associated with the provision of such water. The term of the Water Agreement was set to expire by its
2 own terms on October 11, 2011 although Plaintiff extended the term to January 10, 2012.

3 13. The water that was provided by Plaintiff to the HOA was provided from various wells
4 and related water storage system that are located on the Subject Property and through a system of pipes
5 that are also located on the Subject Property. As set forth above, Plaintiff is the legal owner of the
6 Subject Property and all improvements thereto.

7 14. On or around October 12, 1986, Plaintiff and the HOA also entered into that certain
8 License Agreement (the "License Agreement"), pursuant to which, among other things, Plaintiff agreed
9 to permit the HOA to use the streets and roads on the Subject Property for access purposes and maintain
10 such streets and roads provided that the HOA pay for all expenses associated therewith. The License
11 Agreement was subsequently modified by the parties so that the HOA would pay in advance for the
12 estimated cost of the expenses incurred by Plaintiff pursuant to the License Agreement. The term of the
13 License Agreement was set to expire by its own terms on October 11, 2011 although Plaintiff extended
14 the term to January 10, 2012.

15 15. Between October 12, 1986 and May 31, 2011, Plaintiff and the HOA also entered into
16 various other agreements pursuant to which, among other things, Plaintiff agreed to provide the
17 following services or improve and provide use of certain areas of the Subject Property: access gate
18 maintenance and repair; pine needle disposal; improvement and use (and maintenance (and repair as
19 applicable)) of lake, recreation hall, picnic area, baseball field, playground, and other similar types of
20 areas on the Subject Property; maintenance and repair of vehicles used in connection with the foregoing;
21 services of an onsite caretaker to assist in providing the aforementioned services; and certain other
22 services (the "Other Agreements"). The HOA agreed to pay, in advance, for the estimated cost of
23 providing the forgoing pursuant to the Other Agreements. The parties agreed that the term of the Other
24 Agreements would expire upon expiration of the Water Use Agreement and License Agreement. The
25 Water Agreement, License Agreement and Other Agreements may hereinafter be collectively referred to
26 as the "HOA Agreements".
27
28

1 **C. The Declaration.**

2 16. On May 9, 1996, Plaintiff recorded a Declaration Relating to the Roads and Streets
3 Located In and Appurtenant to the I.O.O.F. Odd Fellows Sierra Camp Subdivision #1 and Subdivision
4 #2 (the "Declaration") pursuant to which, among other things, Plaintiff granted to each owner of a lot in
5 the Park a non-exclusive easement on and over all streets and roadways owned by Plaintiff within the
6 Park for general ingress and egress purposes. A copy of the Declaration is attached to this complaint as
7 **Exhibit "B"**.

8
9 **D. Determination and Payment of Amounts Due Pursuant to HOA Agreements between**
10 **October 12, 1986 and May 31, 2011.**

11 17. During each May between October 12, 1986 and May 31, 2011, Plaintiff, at its annual
12 meeting of shareholders, would determine, based on the previous fiscal year's costs, the estimated cost
13 of the services to be provided by Plaintiff to the HOA pursuant to the HOA Agreements for the
14 upcoming fiscal period of June 1 through May 31 (the "Annual Fee").

15 18. Plaintiff would then promptly inform the HOA of the Annual Fee for the fiscal period of
16 June 1 through May 31. Upon information and belief, the HOA would then divide such Annual Fee by
17 the number of lots in the Park (excluding Plaintiff's caretaker lot) and invoice each lot owner of the
18 Park, including Defendants, for their prorata share of such Annual Fee. From time to time, Plaintiff, as
19 the HOA's billing agent, invoiced the lot owners of the Park directly for their prorata share of such
20 Annual Fee.

21 19. Between October 12, 1986 and May 31, 2011, the services provided by Plaintiff to the
22 HOA pursuant to the HOA Agreements were provided at a loss.

23
24 **E. Failure of HOA to Pay Full Amounts Due Pursuant to HOA Agreements between**
25 **June 1, 2011 and May 31, 2012.**

26 20. The HOA failed to pay the entire Annual Fee due to Plaintiff for the period beginning on
27 June 1, 2011 and ending on May 31, 2012 (the "2011-12 Annual Fee"). As a result thereof, Plaintiff
28 filed an action in Tuolumne County Superior Court, Case No. CV57297, against the HOA. The court
determined that Plaintiff was entitled to judgment against the HOA in the amount of \$213,770.00 plus

1 attorneys' fees and costs (the "Judgment"). Plaintiff notified the HOA that it did not intend to seek
2 payment from the lot owners of the Park directly for the portion of the 2011-12 Annual Fee that was not
3 paid by the HOA (as represented by the Judgment) as all lot owners of the Park other than
4 approximately nineteen (19) non-paying lot owners (including certain Defendants) had already paid the
5 HOA.

6
7 **F. Plaintiff's Provision of Services to Lot Owners After May 31, 2012.**

8 21. Plaintiff held its annual meeting of shareholders on May 27, 2012. As is its custom,
9 Plaintiff invited all lot owners of the Park, including Defendants, to attend such meeting. Several of the
10 Defendants attended and participated in such meeting. Plaintiff's shareholders and the lot owners of the
11 Park who were present at such meeting (in person or by proxy) approved a budget of \$372,736.00 for
12 the estimated cost of the services to be provided by Plaintiff to the lot owners of the Park for the fiscal
13 period of June 1, 2012 to May 31, 2013. Such services include, but are not limited to, access to and use
14 of unmetered water; pine needle disposal; garbage disposal; use of a Park access gate; use of lake,
15 recreation hall, picnic area, baseball field, playground, and other similar types of areas on the Subject
16 Property; services of an onsite caretaker to assist in providing the aforementioned services (and has
17 provided such caretaker with certain vehicles and equipment to provide such services); and certain other
18 services. In addition, Plaintiff included the estimated cost of the maintenance and repair of the roads
19 and streets within the Park and the snowplowing of such roads and streets.

20 22. Plaintiff then began providing services to all lot owners of the Park, including
21 Defendants. Plaintiff informed all lot owners of the Park of the amount of the annual fee due for
22 services to be provided by Plaintiff to the lot owners of the Park for the fiscal period of June 1, 2012
23 through May 31, 2013 (the "2012-13 Annual Fee"). Thereafter, Plaintiff invoiced each lot owner,
24 including Defendants, for their prorata share of the 2012-13 Annual Fee (or \$1,024 per lot).

25 23. All lot owners of the Park have paid their prorata share of the 2012-13 Annual Fee in full
26 other than Defendants. On June 6, 2012, August 2, 2012, September 9, 2012, October 2, 2012,
27 November 7, 2012, and December 12, 2012, Plaintiff made written demand for payment on Defendants.

28 24. As set forth on Exhibit "A", some of the Defendants have made partial payments for their
prorata share of the 2012-13 Annual Fee after receiving the aforementioned demands for payment, while

1 certain Defendants have not made any payment. The total amount due by Defendants collectively as of
2 the date hereof is **\$23,397.35** as set forth on Exhibit "A".

3
4 **III.**
5 **FIRST CAUSE OF ACTION**
6 **OF PLAINTIFF AGAINST ALL DEFENDANTS**
7 **(Quantum Meruit)**

8 25. Plaintiff realleges and incorporates Paragraphs 1 through 24, above, as though set forth in
9 full herein.

10 26. Since June 1, 2012, Plaintiff has provided Defendants with access to and use of
11 unmetered water; maintenance and repair of the streets and roads within the Park (the "Park Roads"),
12 including without limitation, filling ruts and holes, repairing cracks, clearing the adjacent drainage
13 ditches/culvert of debris, repainting lines and resealing and overlaying certain surfaces of the Park
14 Roads, and has kept the Park Roads accessible during times of inclement weather; garbage disposal; use
15 of Park access gate; use of lake, recreation hall, picnic area, baseball field, playground, and other similar
16 types of areas on the Subject Property and maintenance and repair of such improvements; services of an
17 onsite caretaker to assist in providing the aforementioned services (and has provided such caretaker with
18 certain vehicles and equipment to provide services to Defendants); and certain other services.

19 27. Plaintiff was acting pursuant to an express and/or implied request for service from
20 Defendants as set forth above.

21 28. The foregoing services were intended by Plaintiff to benefit Defendants and in fact did
22 benefit Defendants.

23 29. As of the date hereof, no Defendant has formally requested that Plaintiff cease providing
24 the foregoing services or that their access to the foregoing services be terminated.

25 30. Under the circumstances, both parties should have expected that Plaintiff's services were
26 going to be compensated.

27 31. As set forth above, Plaintiff estimates the reasonable value of the above services at
28 \$1,024 per lot of the Park.

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IV.

PRAYER FOR RELIEF

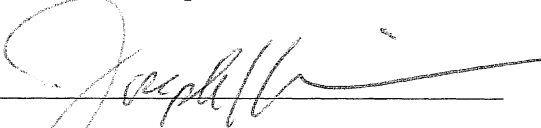
WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For actual damages in an amount to be proven at trial against each Defendant;
2. For interest on the foregoing amount;
3. For a monetary award representing an amount equal to reasonable attorneys' fees incurred by Plaintiff in the prosecution of this case;
4. For all costs of suit incurred by Plaintiff; and
5. For such other and further relief as this court may deem just and proper.

DATED: March 25, 2013

DAMBACHER, TRUJILLO & WRIGHT,
a professional law corporation

By: _____


Joseph L. Wright, Esq.
Attorneys for Plaintiff

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EXHIBIT "A"
TO COMPLAINT

	Parcel Owner(s)	Assessor's Parcel Number	Legal Description	Mailing Address	Situs Address	Deed Reference	Amount Due	Amount Paid	Balance Due
1	Aldama, Rudy 1/4 Dalzel, Glenn 1/4 Foreman, Christine 1/4 Tovar, Jaun 1/8 Tovar, Mae 1/8	031-081-43	Parcel B, 15 PM 4	725 Clausen Road Turlock, CA 95380	25305 Rebekah Road Mi-Wuk Village, CA 95346	1599 O.R. 368	\$1,024.00	\$537.00	\$487.00
2	Babb, Harold & Mary	031-024-03	Lot 58, Block 25	5020 E. Zerring Denair, CA 95316	25390 Jonathan Lane Mi-Wuk Village, CA 95346	1063 O.R. 013	\$1,024.00	\$372.01	\$651.99
3	Barthman, Philip 1/4 Bolt-Barthman, Susan 1/4 Quinn, Richard 1/4 Quinn, Christine 1/4	031-081-02	Lot 95, Block 14	4168 Berdina Road Castro Valley, CA 94546	25317 Rebekah Road Mi-Wuk Village, CA 95346	Doc. #2010008391	\$1,024.00	\$0.00	\$1,024.00
4	Barthman, Philip 1/4 Bolt-Barthman, Susan 1/4 Quinn, Richard 1/4 Quinn, Christine 1/4	031-081-01	Lot 96, Block 14	4168 Berdina Road Castro Valley, CA 94546	no assigned # Rebekah Road Mi-Wuk Village, CA 95346	Doc. #2010008390	\$1,024.00	\$0.00	\$1,024.00
5	Bonjean, Joseph G. & Gloria	031-052-26	Lot 10, Block 3	437 Appalachian Way Martinez, CA 94553	25035 Jordan Way Mi-Wuk Village, CA 95346	Doc. #2002023518	\$1,024.00	\$0.00	\$1,024.00
6	Bremicker, Patricia L. Trust	031-053-03	Lot 88, Block 4	23812 Sierra Pine Ave. Twain Harte, CA 95383	25026 Jordan Way Mi-Wuk Village, CA 95346	Doc. #2007004863	\$1,024.00	\$125.00	\$899.00
7	Canales, Eric K.	031-072-15	Lot 131, Block 17	289 I San Benancio Rd. Salinas, CA 93908	25283 Esther Ave. Long Barn, CA 95335	Doc. #2011004419	\$1,024.00	\$0.00	\$1,024.00
8	Canales, Eric & Catherine	031-073-30	Lot 153, Block 16	289 I San Benancio Rd. Salinas, CA 93908		Doc. #2002013331	\$1,024.00	\$0.00	\$1,024.00
9	Coleman, Freddie Glen & Barbara Ann Trust	031-053-08	Lot 83, Block 4	P.O. Box 184 Long Barn, CA 95335	24968 Jordan Way Mi-Wuk Village, CA 95346	1169 O.R. 553	\$1,024.00	\$650.81	\$373.19
10	Collins, Gregory J. Sr. & Heidi M.	031-021-06	Lot 21, Block 23	4640 Pleasant Hill Rd. Martinez, CA 94553	25393 David Drive Mi-Wuk Village, CA 95346	Doc. #2003016993	\$1,024.00	\$0.00	\$1,024.00
11	Dargitz, Jewel Ruth	031-032-02	Lot 2, Block 28	2400 Pine Hurst Dr. Oakdale, CA 95361	22440 Goliath Mi-Wuk Village, CA 95346	Doc. #2007015995	\$1,024.00	\$571.60	\$452.40
12	Garcia, Jose Angel & Deborah L.	031-051-07	Lot 42, Block 2	21022 Los Alisos Blvd. Rancho Santa Marg, CA 92688	25041 Abraham Ave. Mi-Wuk Village, CA 95346	1698 O.R. 681	\$1,024.00	\$0.00	\$1,024.00

	Parcel Owner(s)	Assessor's Parcel Number	Legal Description	Mailing Address	Situs Address	Deed Reference	Amount Due	Amount Paid	Balance Due
13	Giacomino, Larry V. 1/2 Forester, Jill S. 1/2	031-024-09	Lot 63, Block 25	P.O. Box 370354 Montara, CA 94037	25377 Old Jordan Way Mi-Wuk Village, CA 95346	1136 O.R. 559	\$1,024.00	\$657.79	\$366.21
14	Kazas, Louie J. & Cleo Trust	031-082-02	Lot 63, Block 15	2516 Pinot Lane Modesto, CA 95356	25172 Rebekah Road Mi-Wuk Village, CA 95346	1818 O.R. 670	\$1,024.00	\$500.00	\$524.00
15	Kern, Mildred	031-064-08	Lot 69, Block 21	2316 E. Finland Stockton, CA 95205	25440 Wheeler Road Mi-Wuk Village, CA 95346	871 O.R. 593	\$1,024.00	\$0.00	\$1,024.00
16	Pombo, Onita M. 1/2 Leighton, Dorothy K. 1/2	031-072-09	Lot 167, Block 17	32919 S. Tracy Blvd. Tracy, CA 95377	25331 Esther Ave. Mi-Wuk Village, CA 95346	840 O.R. 485	\$1,024.00	\$0.00	\$1,024.00
17	Johnston, Gerald W. 1/3 Johnston, Steven G. 1/3 Lorenz, Sharon 1/3	031-074-13	Lot 114, Block 15	10735 Guibal Ave. Gilroy, CA 95020	25264 Rebekah Road Mi-Wuk Village, CA 95346	435 O.R. 201	\$1,024.00	\$0.00	\$1,024.00
18	Mooney, Deanna G. Trust	031-091-01	Lot 72, Block 12	560 Duncan Street San Francisco, CA 94131	22185 Miriam Mi-Wuk Village, CA 95346	1711 O.R. 169	\$1,024.00	\$705.60	\$318.40
19	Nelson, Joseph M. Jr. Trust	031-091-03	Lot 70, Block 12	P.O. Box 218 Long Barn, CA 95335	25196 Jordan Way Mi-Wuk Village, CA 95346	Doc. #2005012881	\$1,024.00	\$372.01	\$651.99
20	Perry, Michael J. & Katherine M.	031-053-09	Lot 82, Block 4	5439 Maybeck Lane Livermore, CA 94550	24958 Jordan Way Mi-Wuk Village, CA 95346	Doc. #2004006738	\$1,024.00	\$0.00	\$1,024.00
21	Piech, William D. Thompson, Clare Trust	031-041-02	Lot 78, Block 7	1482 Cherry Ave. San Jose, CA 95125	25207 Abraham Ave. Mi-Wuk Village, CA 95346	Doc. #2004006099	\$1,024.00	\$571.60	\$452.40
22	Plaza, Timothy J. & Darann P.	031-031-04	Lot 13, Block 27	562 De Lash Court Patterson, CA 95363	25350 David Drive Mi-Wuk Village, CA 95346	Doc. #2004019689	\$1,024.00	\$0.00	\$1,024.00
23	Salomon, Betty L. Trust	031-081-14	Lot 83, Block 14	111 Leisure Park Circle Santa Rosa, CA 95401	25186 Deborah Drive Mi-Wuk Village, CA 95346	1137 O.R. 727	\$1,024.00	\$0.00	\$1,024.00
24	Schultz, Joseph F. & Karin V. Trust	031-053-02	Lot 89, Block 4	P.O.Box 321 Long Barn, CA 95335	25038 Jordan Way Mi-Wuk Village, CA 95346	Doc. #2004025619	\$1,024.00	\$372.01	\$651.99
25	Thomas, Scott R. & Brandi L.	031-073-17	Lot 140, Block 16	5413 Liverno Drive Salida, CA 95368	25263 Deborah Drive Mi-Wuk Village, CA 95346	Doc. #2004002362	\$1,024.00	\$0.00	\$1,024.00
26	Varvayanis, Charles P. 1/2 Jones, Patricia 1/2	031-101-36	Par. 7A, 50 PM 25	P.O. Box 395 Long Barn, CA 95335	24982 Jordan Way West Mi-Wuk Village, CA 95346	Doc. #2009007237	\$1,024.00	\$571.60	\$452.40

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EXHIBIT "B"
TO COMPLAINT

DOCUMENT # BOOK PAGE
006657 1391 0719
TUOLUMNE COUNTY OFFICIAL RECORDS

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

LAW OFFICES OF GARY P. DAMBACHER
A Professional Corporation
24 West Yaney Avenue
Sonora, California 95370

RECORDED AT THE REQUEST OF
EDWARD L SMITH, JR

MAY 09, 1996 3:23:49 PM
DAVID W WYNN, RECORDER
OF PAGES: 7
FEE REC'D : \$25.00

SEND TAX STATEMENT TO:
ODD FELLOWS SIERRA HOMEOWNERS' ASSOCIATION
P. O. Box 116
Long Barn, CA 95335

Documentary Transfer Tax Due: None

Edward L. Smith Jr. Pres. B.O.D.

CONFIRMED COPY

**DECLARATION RELATING TO THE ROADS AND STREETS
LOCATED IN AND APPURTENANT TO THE I.O.O.F.
ODD FELLOWS SIERRA CAMP SUBDIVISION #1,
AND SUBDIVISION #2**

THIS DECLARATION, is made on the date hereinafter set forth by
ODD FELLOWS SIERRA RECREATION ASSOCIATION, INC., a California
corporation.

Recitals

A. Declarant is the President of Odd Fellows Sierra
Recreation Association, Inc., a non-profit mutual benefit
corporation, incorporated on October 10, 1986.

B. Declarant is the owner of the streets and roadways ("the
roadways") located within that certain real property ("the
subdivisions") located in the County of Tuolumne, State of
California, commonly referred to as Odd Fellows Sierra Camp
Subdivision No. 1, Old Fellows Sierra Camp Subdivision No. 2, and
portions of Sections 30 and 31, T.B.N. R17 E. M.D.B. & N which is
more particularly described in Exhibit A attached hereto and
incorporated herein by reference.

C. WHEREAS, all of the streets and roadways located within
the above described subdivision are owned by Declarant and are
private streets and roadways. All that portion of the Long Barn-
Sugarpine Road crossing the Odd Fellows Sierra Camp Subdivision No.
1 was removed from the County Maintained Road System and abandoned
for public use on February 11, 1992 under County of Tuolumne

Resolution No. 33-92 and recorded on February 18, 1992 at Vol. 1105, Page 769 of the Official Records of Tuolumne County. A copy of said Resolution is attached hereto and marked Exhibit B and incorporated herein by reference.

D. All of the owners of lots in the subdivisions have no ownership rights in and to the streets and roadways located therein, but do have the use of said streets and roadways for general ingress and egress purposes.

E. The purpose of this Declaration is to set forth and declare the rights, responsibilities, easements, covenants and restrictions relating to the streets and roadways within the subdivisions which shall be set forth herein and shall run with the lots located within the subdivisions and shall be binding upon all parties having or acquiring any right, title or interest in those lots or any portion thereof, and shall inure to the benefit of each owner thereof.

Article I

Street and Roadway Easements

The following easements are granted to the lots located within the subdivisions for the benefit of the owners of those lots which include rights of ingress and egress to the extent reasonably necessary to exercise such easement:

1. **Streets and Roadways:** A non-exclusive right to each owner on and over all streets and roadways within the subdivisions for street, roadway and vehicular traffic purposes and for general ingress and egress to the extent reasonably necessary to exercise such easements.

Article II

Declarant's Rights and Duties

1. Declarant, as owner of all streets and roadways within the subdivisions shall be responsible for maintenance, snow removal and drainage of all streets and roadways located within the subdivisions.

Article III

No Incidental Rights

1. No owner of any lot or lots within the subdivisions shall acquire any other rights or benefits in or to the streets and roadways located within the subdivisions other than as herein set forth.

Article IV

General Provisions

1. No public rights in the properties. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the streets or roadways to the general public or for any public use or purpose whatsoever.

2. Term. The covenants, conditions, restrictions, limitations, reservations, grants of easement and rights shall run with, and shall benefit and burden the lots within the subdivisions as herein provided, and shall inure to and be binding upon the owners, the Declarant, its Board of Directors, and its officers and agents and their respective successors in interest until such time as Declarant amends or revokes any of the terms or conditions contained herein.

3. Construction. All of the covenants, conditions and restrictions of this Declaration shall be liberally construed together to promote and effectuate the rights and responsibilities with respect to all streets and roadways located within the subdivisions as set forth in this Declaration. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce that provision at anytime hereafter.

4. Singular Shall Include the Plural. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter, as the context requires.

5. Attorney's Fees. If it is necessary to enforce any of the terms, conditions or covenants contained in this Declaration, the prevailing party in any such litigation shall be entitled to reasonable attorney's fees, costs and expenses.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this 7th day of MAY, 1996.

Odd Fellows Sierra Recreation
Association, Inc.


Edward L. Smith, Jr. President

E X H I B I T "A"

- (1) I.O.O.F. ODD FELLOWS SIERRA CAMP SUBDIVISION NO. 1, according to the Official Map thereof, recorded in the Office of the County Recorder, Tuolumne County, California on March 8, 1949 in Book 10 of Maps, at Pages 44, 45, 46, 47 and 48.

- (2) ODD FELLOWS SIERRA CAMP SUBDIVISION NO. 2, according to the Official Map thereof, recorded in the Office of the County Recorder, Tuolumne County, California on April 27, 1959 in Book 14 of Maps, at Page 99.

- (3) THOSE PORTIONS of Sections 30 and 31, T. 3 N., R. 17 E., M.D.B. & M., conveyed to ODD FELLOWS SIERRA RECREATION ASSOCIATION, INC., a California Corporation Corporation by Deeds recorded April 15, 1949 in Volume 37 of Official Records, at Page 420; March 3, 1950 in Volume 48 of Official Records, at Pages 85 and 86; December 2, 1977 in Volume 515 of Official Records, at Page 424 and July 23, 1993 in Volume 1212 of Official Records, at Page 91, less portions heretofore conveyed.

- (4) PARCEL NO. 4 (LOWER MEADOW)

A NON-EXCLUSIVE EASEMENT, 60 feet in width for road purposes, on Jordon Way, as it currently exists across (Lower Meadow) more particularly described as follows:

BEGINNING AT A POINT which bears North 63° 33' East 2754 feet from the Section Corner common to Sections 30 and 31, Township 3 North, Range 17 East, and Sections 25 and 36, Township 3 North, Range 16 East, M.D.M.; thence South 29° 18' East 82.5 feet; thence South 52° 45' East 340 feet; thence South 83° 58' East 200.7 feet; thence South 79° 39' East 228.4 feet; thence North 79° 53' East 99 feet; thence South 78° 42' East 64.1 feet; thence South 15° 33' West 89.5 feet; thence South 43° 22' West 146.5 feet; thence South 38° 00' West 99.6 feet; thence South 42° 12' West 79.7 feet; thence South 31° 16' West 145.5 feet; thence South 26° 57' West 191.4 feet; thence South 21° 08' West 98.7 feet; thence South 0° 28' East 383.5 feet; thence South 12° 57' West 172.3 feet; thence South 4° 56' West 199.4 feet; thence South 10° 31' West 16.3 feet; thence North

79° 29' West 100 feet; thence South 10° 31' West 350.2 feet; thence South 2° 36' West 492.5 feet; thence North 74° 01' West 495.2 feet; thence North 36° 48' West 280.9 feet; thence North 0° 48' East 322.9 feet; thence North 0° 46' East 196.9 feet; thence North 1° 13' West 646.5 feet; thence North 2° 38' West 124.4 feet; thence North 6° 15' West 255.7 feet; thence North 6° 56' West 104.4 feet; thence North 11° 41' East 609.5 feet; thence North 24° 55' East 478.3 feet; thence South 21° 20' East 234.2 feet; thence South 14° 09' East 253.3 feet, to POINT OF BEGINNING, containing 51.02 acres.

(5) PARCEL NO. 2 (UPPER MEADOW)

A NON-EXCLUSIVE EASEMENT, 60 feet in width for road purposes on Jordon Way as it currently exists across (Upper Meadow) more particularly described as follows:

BEGINNING AT A POINT which bears North 52° 17' East 2892 feet from the Section Corner common to Sections 25 and 36, Township 3 North, Range 16 East and Sections 30 and 31, Township 3 North, Range 17 East, M.D.M.; thence South 24° 55' West 542.4 feet; thence South 11° 41' West 614.7 feet; thence North 37° 52' West 152.2 feet; thence North 1° 14' West 241.6 feet; thence North 7° 15' West 114.4 feet; thence North 36° 41' West 337.5 feet; thence North 51° 22' West 207.6 feet; thence North 17° 56' West 173.4 feet; thence North 60° 45' West 115.6 feet; thence North 71° 16' West 91.9 feet; thence North 24° 03' East 70.4 feet; thence North 0° 26' West 122.5 feet; thence North 36° 34' East 129.6 feet; thence North 60° 42' East 29.5 feet; thence South 29° 18' East 100 feet; thence North 60° 42' East 273 feet; thence North 57° 15' East 168 feet; thence North 12° 15' East 70.7 feet; thence North 32° 45' West 50 feet; thence North 57° 15' East 2.4 feet; thence North 48° 35' East 129.7 feet; thence North 35° 03' East 99.4 feet; thence North 65° 24' East 115.9 feet; thence South 53° 25' East 75.5 feet; thence South 57° 01' East 45 feet; thence South 32° 59' West 100 feet; thence South 57° 01' East 118.2 feet; thence South 16° 44' East 259.4 feet; thence South 19° 43' West 156.5 feet; thence South 1° 22' West 186.1 feet; thence South 88° 38' East 100 feet, TO POINT OF BEGINNING, containing 20.54 acres.

- (6) A NON-EXCLUSIVE EASEMENT, 40 feet in width for road purposes on Wheeler Road, as it currently exists across the lands of the declarant as more particularly described in the Patent, recorded December 2, 1977 in Book 515 of Official Records, at Page 424, Tuolumne County Records.

- (7) A NON-EXCLUSIVE EASEMENT, 40 feet in width for road purposes on Wheeler Road, as it currently exists as contained in the Easement Deed from William H. Smith, et.ux. to declarant, recorded March 31, 1995 in Volume 1325 of Official Records, at Page 290, Tuolumne County Records.

- (8) A NON-EXCLUSIVE EASEMENT, 40 feet in width for road purposes on Wheeler Road, as it currently exists as contained in the Easement Deed from Joseph Freitas, et.ux. to declarant, recorded March 31, 1995 in Volume 1325 of Official Records, at Page 294, Tuolumne County Records.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of TUOLUMNE

On May 9, 1996 before me, Julia F. Quelvog, a Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Edward L. Smith, Jr.
Name(s) of Signer(s)

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 in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Julia F. Quelvog
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Declaration relating to Road and Streets

Document Date: May 9, 1996 Number of Pages: 6

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward L. Smith, Jr.

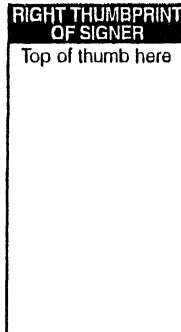
- Individual
- Corporate Officer
Title(s): President
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

