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INDEX TO

DECLARATION OF

Bernard T. Johnson
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COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

MT. SHASTA McCLOUD SUBDIVISION UNIT NO. 1

SISKIYOU COUNTY, CALIFORNIA

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If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

MT. SHASTA-MC CLOUD SUBDIVISION UNIT NO. 1

SISKIYOU COUNTY, CALIFORNIA

THIS DECLARATION, made this 10th day of October, 1966, by S. V. H. INVESTMENTS, a California corporation, and TECHNOLOGY DEVELOPMENT, INC., a Delaware corporation, hereinafter referred to as "Declarants",

WITNESSETH:

WHEREAS, Declarants are the owners of certain real property located in the County of Siskiyou, State of California, and more particularly described as follows:

Block A, Lots 1 through 26; Block B, Lots 1 through 17; Block C, lots 1 through 27; Block D, Lots 1 through 21; Block E, Lots 1 through 6; Block F, Lots 1 through 7 and Lots 9 through 14; Block G, Lots 1 through 16; Block H, Lots 1 through 10; Block I, Lots 1 through 9; Block J, Lots 1 through 12; Block K, Lots 1 through 9; Block L, Lots 1 through 11; Block M, Lots 1 through 15; Block N, Lots 1 through 15; Block P, Lots 1 through 4; Block R, Lots 1 through 18; MT. SHASTA-MC CLOUD SUBDIVISION UNIT NO. 1, as per map recorded in Book 4, Pages 30 to 34 of Maps, in the Office of the County Recorder of said County;

and

WHEREAS, Declarants have subdivided said real property as shown on said map and intend to development and sell the same as single-family residential building lots, and to impose thereon beneficial restrictions under a general plan or scheme of improvement for the benefit of all the lands in the tract and the future owners and users of said land, and

WHEREAS, Declarants intend, concurrently with the development

of the hereinbefore described real property, to construct certain on-site private roads and to convey to the corporation as hereinafter defined, legal title to, or an easement in, said private roads on adjacent land owned by Declarants, and

WHEREAS, it is intended that the corporation, described in Article I (1) below, and all assets thereof, shall ultimately be owned and operated by the owners of all residential lots to be developed and sold by Declarants in said entire Development Area, as that term is defined herein.

NOW, THEREFORE, Declarants hereby declare that all of the property described hereinbefore is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following protective covenants, conditions and restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of said land, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said land, and every part thereof. All of these covenants, conditions and restrictions shall run with the land, and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof; and each and all of same shall be deemed to be, and shall be construed as, equitable servitudes, enforceable by each of the owners of any interest in said real property, or by the corporation.

ARTICLE I

DEFINITION OF TERMS

Whenever used in this Declaration, the following terms shall have the following meanings:

1. CORPORATION: A non-profit California corporation known as MT. SHASTA FOREST PROPERTY OWNERS' ASSOCIATION, INC.

2. BOARD: The Board of Directors of said Corporation.
3. BY-LAWS: The duly adopted By-Laws of said Corporation, as the same may be amended from time to time.
4. COMMON AREA: All land areas within the boundaries of said Tract, but outside the boundaries of any individual lot, including all private roads.
5. DECLARANTS: S. V. H. INVESTMENTS, a California corporation, and TECHNOLOGY DEVELOPMENT, INC., a Delaware corporation, its successors and assigns.
6. DECLARATION: This Declaration, as the same may be amended from time to time.
7. DEVELOPMENT AREA: The above subdivision, together with the entire contiguous land area owned by Declarants, known as "MT. SHASTA FOREST", and intended for future subdivision and annexation, as shown on a map hereto attached marked Exhibit "A".
8. OWNER: The record owner, or owners, if more than one, of a lot in said project, including Declarants, as long as any lots remain unsold.
9. TRACT: The land hereinbefore described and intended to be covered by this Declaration.

ARTICLE II

DEVELOPMENT REVIEW COMMITTEE

1. There is hereby created a Development Review Committee consisting of three (3) members, the initial membership of which shall be as follows:

ALBERT ROSEN
MARTIN A. KREIDT
STEWART W. PURDY, JR.

Respecting the erection of any and all improvements on said land, or the rebuilding of any destroyed structures or improvements located thereon, no owner shall commence any such construction until the building plans and specifications, and/or landscape plans for such improvements, have been approved in writing by the Development Review Committee. The Committee, as a consideration of giving any such approval, may require that said plans and specifications shall comply with such conditions as the Committee may, in its discretion, impose as to structural features of improvements, type of building materials to be used, and other features and characteristics thereof. Should the Committee fail to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, then such approval shall be deemed to have been given. In the event of the death or resignation of any member of the Committee, the remaining members shall have authority to designate a successor. The members of the Committee shall be entitled to no compensation for services rendered pursuant to this Article. Upon the sale of ninety per cent (90%) of the lots in said Tract, or at the expiration of three (3) years from the date of the issuance of the Final Public Subdivision Report for said Tract, whichever event shall first occur, the majority control of said Committee shall be turned over to the purchaser-owners by the appointment or election to said Committee of at least two purchaser-owners, and the concurrent resignation of at least two of the initial members of said Committee hereinbefore named. Provided further that, at or prior to the expiration of one year from the date of issuance of the Final Subdivision Report for said Tract, at least one member of said Committee shall be appointed and elected from among the purchaser-owners, to replace at least one initial member of the Committee appointed by Developer.

2. The Committee may, and, if requested in writing by any owner

whose plans and specifications have been approved, shall, issue a certificate of such approval. If requested by such owner in writing, the Committee shall issue a further certificate after the improvements have been constructed, certifying that the same are in accordance with the approved plans and specifications. All such certificates shall be executed by not less than two (2) members of the Committee, and acknowledged, and may be recorded.

3. Any action of the Committee may be taken by majority vote of its members.

ARTICLE III

CONDITIONS OF OWNERSHIP & OCCUPANCY

1. No buildings, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any of said lots other than single-family dwellings designed for occupancy by not more than one family, together with appurtenant outbuildings and garages. Said outbuildings and garages erected and maintained upon any residential lot shall conform generally in architectural design and exterior material to the dwelling house to which they are appurtenant, and may be, but not need be, attached to said dwelling.

2. No single-family residence shall be constructed on any lot having less than a minimum of 600 square feet of interior floor space.

3. No shed, tent, garage, trailer or camper or other outbuilding shall at any time be used as a residence upon any part of said development, except that a trailer or camper may be so used while a residence is under construction for a period not to exceed sixty (60) days and, further, that a trailer, camper or tent may be used as a residence on any lot for a period not to exceed four (4) consecutive months for summer recreational purposes.

4. No trees or shrubs standing on any portion of the common area shall be cut or removed without the prior written consent of the Development Review Committee.

5. No structure erected on any of said lots shall be nearer than twenty-five (25) feet to the right-of-way line of any abutting street or drive, nor nearer than twenty (20) feet to any side property line, as shown on the final map.

6. No sign of any kind shall be displayed to the public view on any of said lots except one sign not larger than four square feet in size advertising the property for sale or rent. Signs, irrespective of size, used by Declarants to advertise the property are excluded from the effect of this paragraph.

7. Each owner shall cause all rubbish and trash to be regularly removed from the premises owned by him, and shall not permit the same to accumulate thereon. Trash, garbage, or other waste, shall be kept in sanitary containers, which shall be kept or stored in enclosed trash storage areas not open to public view. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

8. No noxious or offensive activity shall be carried on upon any lot in the residential area, nor shall anything be done thereon which may be or become a nuisance or shall violate any law, ordinance or governmental regulation.

9. No fence, wall or hedge shall be planted, erected, located or maintained upon any lot in such location or at such height as unreasonably to obstruct the view from any other lot, or lots, in said development.

10. No change shall be made in the grade of any lot, or portion thereof, without the prior written approval of the Development Review Committee.

11. No animals, livestock, or poultry of any kind, shall be raised, or kept on any lot, except that dogs, cats or other household pets may

be kept thereon, provided that they are not kept or raised for any commercial purpose. Horses shall be permitted, provided they are corralled a minimum of fifty (50) feet from side and front property lines and adequate distances from any dwelling units, as required by State and County Health Codes. Horses kept on said Tract shall not exceed in number one (1) horse for every one-quarter (1/4) acre of lot area.

12. The owner of each lot in the residential area shall keep such lot free and clear of all weeds and debris, and do all other things necessary to keep the premises neat and in good order.

13. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of said property, nor shall any oil, natural gas, petroleum, asphaltum or hydrocarbon products or substances be produced or extracted therefrom.

14. No dwelling construction on any lot shall be used, or advertised to the public as being used, for any commercial purpose.

ARTICLE IV

RESERVATION AND GRANT OF EASEMENTS

1. Easements and rights-of-way are hereby specifically reserved to Declarants, its successors and assigns for the erection, construction and maintenance of:

- (a) Private roads shown on the recorded map of said tract.
- (b) Pipes, drains, poles, wires and conduit for water, gas, electricity, storm and drainage ditches or sewers, television lines and other public or quasi-public utility services or functions; provided, however, that no such installation shall be located more than five (5) feet from the nearest boundary line of any lot.

It is the intention of Declarants that any easement hereby created for streets or roadways shall terminate and said easement shall be conveyed to Siskiyou County at such time as such streets or roadways are improved to County standards and accepted by said County for dedication and maintenance.

ARTICLE V
COMMON AREA

1. Declarants shall construct and complete the hereinbefore mentioned private roads at their sole expense and shall convey the same to the corporation prior to, or concurrently with, the consummation of the sale of the first lot, or lots, in the above described Tract. From and after the conveyance of said private roads to the corporation, the corporation shall exclusively maintain, supervise and control said private roads. The expense of maintaining the said roads and the other expenses referred to in Article VII, (2) hereof shall be paid out of the membership dues account.

Declarants shall pay all taxes and assessments levied thereon, and shall maintain, supervise and control said roads until such time as the same shall be conveyed to the corporation.

2. Upon the sale of each lot in the Tract, the purchasers shall automatically become members of said corporation. Such membership shall be appurtenant to the lot so purchased and shall be compulsory and shall entitle the owners of each lot, and their families, guests and invitees to a non-exclusive license, appurtenant to each lot, to use the Common Area referred to, subject only to the Articles and By-Laws of the corporation and such Rules and Regulations as the corporation may validly adopt. Said license shall be irrevocable.

3. If any purchaser buys more than one lot, he shall be entitled

to only one membership in the corporation, but shall have one vote for each lot owned at all meetings of the members of the corporation. Upon conveyance of any lot owned by any such purchaser, the purchaser of said lot shall automatically become a member of the corporation.

4. Membership dues in an initial amount of seventy-five (75¢) cents for each lot in the Tract shall be paid by the owner or owners of said lot including the seller or subdivider insofar as he has or retains ownership of any of said lots. Said amount may be increased or decreased from time to time by vote of not less than seventy-five (75%) per cent of the members present, in person or by proxy, including Declarants as to unsold lots, at any meeting held pursuant to the Articles or By-Laws of the corporation. Said dues so collected shall be used for the purpose set forth in paragraph VII (2) of this Declaration. Accurate records of all such collections shall be maintained by the corporation and an itemized written accounting of such receipts and disbursements from such account delivered to each lot owner at or prior to each annual meeting of the corporation.

ARTICLE VI

MAINTENANCE: LIEN

The obligation of each owner to pay monthly membership dues to the corporation shall be deemed an assessment against his lot or lots, and constitute a debt of each owner to the corporation and, if unpaid when due, may be made a lien by the corporation against the interest of any defaulting owner in his lot, or lots. The procedure for perfecting such lien shall be as set forth in Article XXVIII of the By-Laws, to which reference is hereby made.

ARTICLE VII

BOARD OF DIRECTORS OF CORPORATION

1. The Board shall consist of not less than three (3) nor more than

five (5) members; the exact number to be determined pursuant to the By-Laws of the corporation. Declarants shall be entitled to appoint or elect a majority of the members of the Board until the same of ninety (90%) per cent of the lots within the tract, or until the expiration of three years from the date of issuance of the Final Subdivision Public Report for said Tract, whichever occurs first. If Declarants annex one or more additional increments or units in the Development Area during said three (3) year period and prior to the sale of ninety (90%) per cent of said lots in said unit, Declarants shall be entitled to retain majority control of the Board for a further period of three (3) years from the date of issuance of the latest Final Subdivision Public Report or Reports for said additional unit or units or until ninety (90%) per cent of said lots within said units have been sold. Upon the expiration of three (3) years from the date of issuance of the Final Subdivision Public Report on the last increment, or upon sale of ninety (90%) per cent of the lots in the composite incremental unit, whichever event shall first occur, Declarants shall be required to relinquish control of the Board to the then purchasers of lots in said units. In no event shall the relinquishment of such control take place later than the date when ninety (90%) per cent of the lots in the last unit on which a Public Report has been issued have been sold. Nothing contained herein shall be construed to prevent the owner from relinquishing control of the corporation to the purchasers and owners at any time prior to the time hereinabove specified.

2. The Board, prior to the conveyance of the Common Area to the corporation, shall have authority to expend the membership dues for the following purposes:

- (a) Maintenance, repair and improvement of the private roads, drainage ditches, and all other portions of the Common Area.
- (b) Payment of public utility charges for services to the Common Area.

- (c) Payment of legal and accounting expenses pertaining to corporation business.
- (d) Payment of public liability insurance for the Common Area, and such other insurance as the corporation shall reasonably require.
- (e) Purchase of perishable and other supplies and materials for use in the Common Area.
- (f) Payment of any taxes which may be assessed against the Common Area.
- (g) Payment of any other expense reasonably and necessarily incurred in maintaining the Common Area, and in carrying out the purposes of the corporation.

In addition, the Board shall have authority to contract and pay for services required for the maintenance of the Common Area, and handling of fiscal affairs, either on a salary basis or otherwise, and to establish a reasonable cash reserve for contingencies, out of the membership dues.

ARTICLE VIII

TERM OF DECLARATION

Subject to the provisions of paragraph 2 of Article IX hereof, each and all the provisions of this Declaration shall be binding on all persons who may have or acquire any interest in the real property covered by this Declaration, until January 1, 2026, after which time the same shall be automatically extended for successive periods of twenty-one (21) years, unless an instrument executed by not less than a majority of the owners of lots in the Tract shall be recorded cancelling and terminating this Declaration. In no event shall the vesting of any interest in real or personal property occur

under the provisions of this Declaration later than sixty (60) years from the date hereof; provided, however, that such vesting in connection with the sale and/or encumbrance of any lot is excluded from the operation of this Article.

ARTICLE IX
MISCELLANEOUS PROVISIONS

1. No breach of any provision herein contained nor the enforcement hereof shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of the provisions herein contained shall be binding upon and effective against any owner whose title is derived through foreclosure or trustee's sale, or otherwise.
2. No amendment to this Declaration which affects in any way the rights of the beneficiary of any such deed of trust, or mortgagee under a mortgage shall be valid unless said beneficiary or mortgagee shall either join in the execution of such amendment or approve the same in writing.
3. The provision hereof shall be deemed independent and severable and the invalidity or partial invalidity of any provision hereof shall not invalidate the others.
4. Each remedy provided for in this Declaration shall be cumulative and not exclusive. This Declaration may be enforced by any owner, or owners, including Declarants and by the Corporation, and any legal action taken to enforce the provisions hereof may include an action for damages against any defaulting owner or occupant, or to enjoin any violation of the provisions hereof, or the prosecution of any appropriate legal or equitable action. Any judgment rendered in any such action or proceeding shall include attorney's fees, in such amount as the Court may adjudge reasonable, in favor of the prevailing party.
5. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarants, the Development

Review Committee, the Corporation, and the owners of any lots in the property subject to this Declaration, and their personal representatives, heirs, successors and assigns.

ARTICLE X

AMENDMENT

Subject to Article VIII and paragraph 3 of Article IX, the then record owners of not less than seventy five (75%) percent of the lots in said Tract may at any time amend or annul any or all of the provisions contained in this Declaration, and any supplement or amendment thereto, by instrument in writing, signed and acknowledged by said owners, and recorded in the Office of the County Recorder of Siskiyou County, California.

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

SHASTA LANDS, a Joint Venture

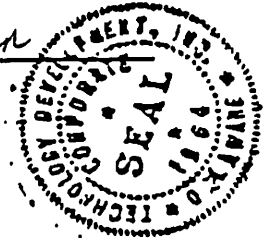
By: S. V. H. INVESTMENTS,
a California corporation

By: V. V. Hunsaker
S. V. Hunsaker, President

By: Robert J. Oberdick
Robert J. Oberdick, Secretary

By: TECHNOLOGY DEVELOPMENT, INC.,
a Delaware corporation

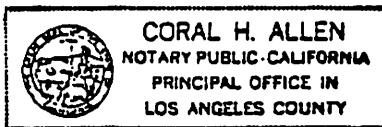
By: Albert Rosen



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

On this 10th day of October, 1966, before me, the undersigned,
a Notary Public in and for the County of Los Angeles, State of California,
personally appeared S. V. Hunsaker, known to me to be the President
and Robert J. Oberdick, known to me to be the Secretary of S. V. H.
INVESTMENTS, the corporation that executed the within instrument,
and acknowledged to me that such corporation executed the same.

(SEAL)



Coral H. Allen
Notary Public in and for said
County and State
CORAL H. ALLEN
My Commission Expires October 18, 1968

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

On this 10th day of October, 1966, before me, the undersigned,
a Notary Public in and for the County of Los Angeles, State of California,
personally appeared Albert Rosen, known to me to be the President
of TECHNOLOGY DEVELOPMENT, INC., the corporation that
executed the within instrument, and acknowledged to me that such
corporation executed the same.

(SEAL)



Coral H. Allen
Notary Public in and for said
County and State
CORAL H. ALLEN
My Commission Expires October 18, 1968