

M-24 RANCH ASSOCIATION

DECLARATION OF COVENANTS

CONDITIONS AND RESTRICTIONS

WHEREAS, TITLE INSURANCE AND TRUST COMPANY, a Corporation, is the owner of the following described property:

All that certain real property situated in the county of Calaveras, State of California, commonly known as the M-24 Ranch and particularly described as Unit No. 1, Tract 136, Lots 1 through 40, as shown on the Map thereof recorded December 7, 1964 in Map Book No. 2, at page 81 in the Official Records of Calaveras County, California.

WHEREAS, it is the desire and intention of the owner to sell the property in twenty (20) acre units to be developed for residential and recreational purposes, and to convey a common area including the lake to the M-24 Ranch Association, a non-profit corporation, all under a general plan of improvement for the benefit of all of the land in the above-described tract and the future owners thereof.

NOW, THEREFORE, the owner hereby declares that all of the property described above, is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following limitations, covenants, conditions and restrictions; all of which are hereby declared and agreed to be in furtherance of a plan for the subdivision, improvement, sale, use and enjoyment and value of the lands, and every part thereof. All of the limitations, restrictions, conditions and covenants shall run with the land and shall be binding on all parties having or acquiring any part thereof. The limitations, covenants, conditions and restrictions are as follows:

- (1) No portion of said property shall be used excepting for single family residential and recreational purposes;
- (2) No structure shall be built upon said property until the proposed plans have been submitted to the M-24 Ranch Association and have been approved by it through its Architectural Committee or Board of Directors as to exterior design and finish;
- (3) No dwelling house shall be constructed upon said property containing less than 600 square feet of usable living area containing four walls;
- (4) There shall be no commercial use of said property or any part thereof, and no signs other than a sign indicating that the property is for sale or rent, not exceeding 2 x 3 feet may be erected upon each parcel. No temporary structures or trailers which may be used for housing purposes may be maintained upon the property excepting during the course of construction and for not more than one (1) year. All sanitary facilities shall be incorporated in the main structures and connected to septic tanks;
- (5) No twenty (20) acre unit shall be divided into more than four (4) parcels, each parcel to be a minimum of five (5) acres;
- (6) No property shall be sold to any person who is not accepted for membership in the M-24 Ranch Association, a non-profit corporation;

(7) These limitations, restrictions, covenants, and conditions are to be in effect for a period of twenty-five (25) years, from the date of the recording hereof, after which time they shall be automatically extended for successive periods of ten (10) years each, unless at the expiration of the initial twenty-five (25) year period or at the expiration of any of the successive ten (10) year periods an instrument signed by the then owners of eighty percent (80%) of the acreage within the tract has been recorded agreeing to change of the covenants in whole or in part;

(8) Certain units, namely Parcels 1 through 10, inclusive, as shown on the subdivision plan of said M-24 Ranch, by reason of their location may become suitable for other purposes. In such event, if the then owner of any of said units, so elects by an instrument signed, acknowledged and recorded by him in Calaveras County to withdraw from the M-24 Ranch Association and waives, releases and quitclaims all of his rights to ownership therein and benefits thereof, then such unit shall be free of all of the limitations, restrictions, covenants and conditions hereinabove set forth, provided that the owner at such time has paid all dues and assessments owing by him to said M-24 Ranch Association;

(9) In the event of the violation by any owner of property within the above-described tract, of the foregoing limitations, restrictions, covenants and conditions, the M-24 Ranch Association, a non-profit corporation, hereby is granted authority to enforce the same either by legal action against such violator, or by declaring a forfeiture of title to the property owned by such violator, whereupon title thereto shall revert to said Association as the successor in interest to the owner. No lien or forfeiture of title shall have priority to or affect rights of the holder of any recorded First Deed of Trust upon any real property within the Tract which has been made in good faith and for value;

(10) In the event declarant shall convey all of its right, title and interest to any partnership, individual or individuals, corporation or corporations, in and to the real property described herein, then and in such event, declarant shall be relieved of the performance of any further duty or obligation hereunder, and such other partnership, individual, or individuals, corporation or corporations, shall succeed to all of the rights, powers, reservations, obligations and duties as though such other partnership, individual or individuals, corporation or corporations had originally been named herein as declarant instead of declarant.

IN WITNESS WHEREOF, the owner has executed this Declaration this 31st day of December, 1964.

TITLE INSURANCE AND TRUST COMPANY
By ... M.C. Mosher – Vice President
By ... J.G. Corica – Assistant Secretary

[Original recorded Book 192, Page 478 Jan. 16, 1965, Calaveras Co.]

Notes: (As of August 2000)

- The CC&R's for Unit 2 are identical with those for Unit 1, except that they do not contain Section No. 8. Of course, the Lot Numbers (41 through 59) and Map reference in paragraph one and the recording date are different.
- Section 7 has been superseded by Sect 1355(b) of the Davis-Sterling Common Interest Development Act enacted in 1985.
- We are advised that Section 6, while not actually 'discriminatory', is unenforceable and should be removed
- We are advised the provision in Section 9 for declaring a forfeiture of Title is unenforceable and should be removed
- We note that Section 10 is obsolete and should be removed