

BOOK 208 PAGE 385
 RECORDED AT REQUEST OF
 CALAVERAS TITLE COMPANY
 AT 1.5 MIN. POST 4:15 P.M.
 OFFICIAL RECORDS - CALAVERAS CO., CALIF.
 JAN 24 1966

BOOK 208 PAGE 385

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR M-24 RANCH - UNIT NO. 2

Basil E. Leonard.
 RECORDER FEES \$3.00

INDEXED

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. 2, Tract Lots 41 through 59 as shown on the map thereof, recorded January 24, 1966 in book 2 of Maps, page 101 in the office of the County Recorder 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 right, title or interest in the described lands or 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;

(over)

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- (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;

(over)

(8) 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;

(9) 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 24th day of January, 1966.

TITLE INSURANCE AND TRUST COMPANY

BY: Albert W. Evans
Vice President

BY: [Signature]
Assistant Secretary

NO 228 C

(Corporation)

(11)

STATE OF CALIFORNIA

COUNTY OF Alameda } ss.

On January 24, 1966

before me, the undersigned, a Notary Public in and for said State, personally appeared Albert W. Evans

known to me to be the Vice President, and E. E. Jones

known to me to be Assistant Secretary of the corporation that executed the within instrument.

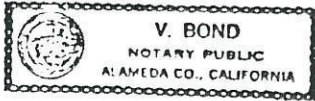
known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature: [Signature]

V. Bond

Name (Typed or Printed)



(This area for official notarial seal)