

21611

Recording requested by
 CUNNINGHAM, TILLMAN &
 REHBERG
 Attorneys at Law

When recorded mail to
 CUNNINGHAM, TILLMAN &
 REHBERG
 Attorneys at Law
 P.O. Box 4726
 Redding, CA 96001

RECORDED AT REQUEST OF
Cunningham, Tillman, Rehberg
 at 2 min. past 4 P M.
 OFFICIAL RECORDS SHASTA COUNTY, CALIF.

JUN 28 1979
Margaret A. Dewley
 Fee 13.00 Recorder

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions made this 22nd day of
June, 1979, by U.S. Natural Resources, Inc., a
 Delaware Corporation, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of Lots A, C, D, J, 2,
 3, 23, 30, 33, 34, 36 through 40, inclusive, 43, 44, 46, 48,
 52 through 58, inclusive, 65, 69, 71 through 80, inclusive,
 83, 84, 86 through 89, inclusive, 91, 104, 105, 107, 109,
 114 through 118, inclusive, 121, 123, 124, 127, 129 through
 133, inclusive, 135, 136, 137, 139, 140, 142 through 145,
 inclusive, 147 through 152, inclusive, 157 through 165,
 inclusive, 167 through 173, inclusive, 175, 176, 178, 179,
 180, 182 through 185, inclusive, 187 through 193, inclusive,
 196 through 203, inclusive, 206 through 210, inclusive, 212,
 213, 215 through 222, inclusive, 224 through 246, inclusive,
 248, 249, 251 through 269, inclusive, 272 through 278,
 inclusive, and 280 through 282, inclusive, as shown on the
 Record of Survey for Shasta Acres, Inc., recorded September
 12, 1969, in Book 34 of Land Surveys at Page 20 of the
 Official Records of Shasta County, California, and

WHEREAS, Declarant intends to sell the above described
 lots restricting them in accordance with a common plan
 designed to preserve the value and qualities of said lots

and to preserve and maintain in good repair all private right-of-way easements shown and described on said Record of Survey for the benefit of the future owners of said lots owned by U.S. Natural Resources, Inc., acquiring title after June 1, 1979.

NOW, THEREFORE, Declarant declares that said lots shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the following deed restrictions, road maintenance regulations, and homeowners association rules hereinafter set forth expressly and exclusively for the use and benefit of said lots and of each and every future person or entity who acquires an interest, including a security interest in said lots, and shall run with the land and be binding on all parties acquiring such interest in said lots or any part thereof and their heirs, successors in interest, assignees, and grantees and shall inure to the benefit thereof.

Declarant further declares that the County of Shasta, State of California, is a third-party beneficiary of this declaration with the express right of enforcement of such deed restrictions and road maintenance regulations against all such lot owners, including declarant, and their assignees or successors in interest, and the property owners association.

ARTICLE I. DEED RESTRICTIONS

1. No lot shall be further subdivided nor be smaller than as shown on said Record of Survey.
2. No fence shall be constructed unless such fence is within a distance of 300 feet from any dwelling or 200 feet of any barn or other outbuilding of at least 500 square feet, provided that on lots identified on Exhibit "A".

fencing may be built around the peripheral of any area of agricultural crops or irrigated pasture or any water reserve.

3. No owner shall permit any dog owned or kept by him or his tenants or invitees to run at large during the night hours (6:00 p.m. to 6:00 a.m.).

4. No dwelling, including a mobilehome, shall be constructed, installed or occupied without first providing within 500 feet of the dwelling a water reserve of at least 10,000 gallons and equipped with a standard fire department connection.

5. In the event any significant artifact or other indicia of archaeological significance is discovered in the course of any activities for which a permit is required, work shall cease and the permit-issuing agency shall be notified forthwith.

ARTICLE II. ROAD MAINTENANCE REGULATIONS

1. The owner of each lot shall share the costs and expenses of maintaining in repair all private right-of-way easements in proportion to the total number of lots described in the second paragraph of this Declaration.

2. The repairs and maintenance to be undertaken and performed include only those necessary for repair, renewal, and replacement, provided, however, major improvements may be undertaken upon written consent of 90 per cent of the other lot owners holding title to lots subject to this Declaration.

3. Declarant shall have the exclusive obligation and duty to maintain in repair the private right-of-way easements until January 1, 1995, and shall have the right on behalf of all lot owners claiming under this Declaration to pursue

legal action pursuant to the provisions of California Civil Code Section 845, against owners of lots shown on the Record of Survey, but which are not subject to this Declaration.

4. Commencing 30 days after acquiring title, and then on the first day of each and every successive month thereafter until January 1, 1995, each lot owner shall pay to Declarant, or Declarant's nominee, a sum of \$5.00 per month to be applied toward the costs of maintaining in repair the private right-of-way easements. The monthly sum may be increased by Declarant or Declarant's nominee after 30 days' written notice in an amount not to exceed an increase in the consumer price index. Said sum to be deposited in a "Road Maintenance Fund" (Fund) for the benefit of all said lot owners. In addition, within 30 days after written demand, each lot owner shall pay Declarant the lot's pro rata share of actual costs and expenses to be incurred by Declarant which exceeds the balance of said Fund; actual costs and expenses shall include expenses for record keeping, liability insurance, etc., in amounts deemed necessary by Declarant, for enforcement of the provisions of this Declaration.

5. Commencing January 1, 1995, the respective rights and duties of Declarant shall inure to and vest in the property owners association formed under Article II of this Declaration. The balance of the Fund shall then be transferred to and all payments provided in Paragraph 4 shall then be made to said association.

6. The term of this declaration shall be indefinite and shall continue and be binding on all lot owners, including Declarant, and all their successors in interest until such time as all said private right-of-way easements become public right-of-ways maintained by the County of Shasta or

other public entity.

7. Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate any provision hereof either to restrain a violation or to recover damages. The prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney fees, and costs.

8. Invalidation of any one of these provisions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE III. PROPERTY OWNERS ASSOCIATION

1. Declarant hereby forms the Trinity Alps Preserve Property Owners Association, hereinafter called the "Association."

a. The business of the Association shall be to provide maintenance of the private right-of-way easements shown on said Record of Survey.

b. The obligation and duty of the Association to maintain the private right-of-way easements shall commence January 1, 1995, and shall include those rights and duties set forth in Article II for Declarant.

2. Each owner of any lot or interest therein shall by virtue of receiving title, or equitable ownership, or the right or claim to title, become members of the Association.

a. Each lot shall entitle its owner to one vote for each member of the Governing Body of the Association.

b. If a single lot is owned jointly by more than one person, such joint ownership of a single parcel shall be entitled to one vote for each member of the Governing Body of the Association.

3. The Association shall hold no less than one regular annual meeting in March of each year.

a. The Association shall hold special meetings as needed.

b. The location of the annual and special meetings of the Association shall be at some convenient location in Shasta County.

c. The secretary of the Governing Body shall notify all members of the Association of the date, place, time and agenda items of the regular annual meeting no less than 20 days in advance. The secretary of the Governing Body shall notify all members of the Association of the date, place, time, and nature of business to be discussed, no less and 10 days in advance for special meetings.

4. The Governing Body shall consist of an elected President, Vice-President, Secretary and Treasurer.

a. The President, Vice-President, Secretary and Treasurer shall have concurrent terms of one year.

b. All members of the Governing Body shall be members of the Association on the date of their election to office.

5. An annual balance sheet and operating statement covering the prior operating year shall be prepared for the members of the Association by the Governing Body and distributed to each member within 60 days after the end of the year.

6. A quorum of the members of the Association shall be required for all regular annual meetings and special meetings of the Association.

a. In the absence of a quorum, the Association can conduct no business.

b. A quorum shall consist of 30 percent of the total number of parcels within the Properties being represented at the meeting. Voting by proxy shall be permitted.

7. The Association shall be a non-profit association, and shall not engage in activities to make a profit.

8. The Rules of the Association set forth in this Article II shall not be changed except by a two-thirds (2/3) majority vote of the total membership of the Association. In all votes in Association meetings, each parcel shall be entitled to one vote. For the election of President, Vice-President, Secretary and Treasurer, each parcel is entitled to one vote for each office. A simple majority of the votes cast at a meeting of the Association shall be necessary to elect officers to the Governing Body, to pass motions, resolutions, and other actions, except a rule change as described above.

9. The Association is hereby authorized to use its funds to enforce the Rules of the Association in whatever type of legal proceedings it may find appropriate. The Association is further authorized to use its funds to pay for its expenses such as record keeping, office supplies, postage, telephone, and meeting hall rental and similar costs and expenses.

a. The President, Vice-President, Secretary and Treasurer shall serve without fee, compensation, or payment for their services.

b. The Association is also hereby authorized to use its funds to seek enforcement of the road and water supply maintenance provision in Article I.

c. The authority of the Association to act to enforce the Rules of the Association and the road maintenance provision shall not exclude individual members from taking

legal action to seek enforcement of the same.

10. If in a legal action to enforce the Rules of the Association, or to enforce the Covenants, Conditions and Restrictions, a Court of competent jurisdiction finds a member to have violated the Rules of the Association, or the road maintenance provisions, that offending member hereby agrees to pay the Association all of its costs incurred in taking such legal action. Such costs shall include attorney's fees, court costs, and all similar and related expenses.

11. The Association is authorized to expend funds for the purchase of insurance only after the membership votes (by 51 percent or more of the members present at the annual regular meeting or special meeting) in favor of purchasing an Association policy and the membership specifies the type of coverage wanted and the limits of the policy(s).

12. The Governing Body is authorized to procure goods and services necessary to maintain the roadways.

13. The Governing Body is authorized to spend funds necessary for legal services in connection with enforcing the Covenants, Conditions and Restrictions.

14. Notwithstanding the provisions of section 1, above, of this Article, the obligations, duties and rights of Declarant hereunder shall vest in and transfer and inure to the Association immediately upon termination or dissolution of Declarant as a corporate entity without a successor in interest which has legal capacity to bring or defend a lawsuit to enforce the provisions of this Declaration or upon which service of legal process cannot be made.

IN WITNESS WHEREOF, Declarant has executed this Declaration
of Restrictions the day and year first above written.

Declarant:

U.S. Natural Resources, Inc.

By Donald R. Bechen
DON BECHEN, Secretary

ACKNOWLEDGMENT

State of Oregon)
) ss.
County of)

On June 22, 1979, before me, Gladys Shaffer,
a Notary Public for the State of Oregon, personally
appeared Don Bechen, known to me to be the Secretary of the
corporation that executed the within instrument and acknowledged
to me that such corporation executed the same.

Gladys Shaffer
Notary Public

Gladys Shaffer
GLADYS SHAFFER
NOTARY PUBLIC - OREGON
My Commission Expires 5/7/83

EXHIBIT "A"

Lots A, C, D, J, 23, 30, 88, 104, 105, 109, 110, 121, 122, 132,
133, 135, 136, 137, 138, 149, 152, 160, 161, 162, 167, 192,
193, 196, 197, 198, 199, 210, 224, 232, 233, 239, 240, 243,
244, 245, 246, 248, 255, 256, 257, 258, 273, 274, 275, 276,
277, 278, 280, 281, and 282.

CERTIFICATE OF SECRETARY

I CERTIFY THAT:

I am the duly qualified and acting Secretary of U.S. Natural Resources, Inc., a Delaware Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the Corporation at a regular meeting duly held on May 9, 1979, and entered in the minutes of such meeting in the minute book of the Corporation.

---o0o---

RESOLVED,

FIRST, that the Board of Directors hereby authorizes the execution of the Declaration of Restrictions on parcels owned by the Corporation (T30N, R7W, § 19, 20, 28, 29, 30, 31, 32, 33; T30N, R8W, § 25, 26, 27, 34, 35, 36; T29N, R8W, M.D.M., § 1, 2, 3, 10, 11, 12, 13, 14, IN THE UNINCORPORATED TERRITORY OF SHASTA COUNTY, CALIFORNIA - "TRINITY ALPS PRESERVE." Attached hereto as Exhibit "A".

SECOND, that the Secretary of the Corporation is authorized and instructed to execute the Declaration of Restrictions on behalf of the Corporation.

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The resolution is in conformity with the Articles of Incorporation and Bylaws of the Corporation, has never been modified or repealed, and is now in full force and effect.

Dated June 15, 1979.


Donald R. Bechen, Secretary



21611

BOOK 1637 PAGE 606

23656

OFFER OF DEDICATION FOR PUBLIC PURPOSES

PURSUANT to California Government Code Section 7050, the following described real property is hereby offered for dedication for public use as described in Exhibit A attached hereto and incorporated herein by reference as though set forth in full.

RECORDED AT REQUEST OF
RICHARD W. HURRY
AT OFFICE OF RECORDER OF DEEDS, SHASTA COUNTY, CALIF.

JUL 16 1979

Marjorie A. Kirby
RECORDER FEE \$ *N.B. Fudge*

This offer of dedication shall be irrevocable as provided in said Government Code Section 7050.

By *Donald R. Bechen*
DONALD R. BECHEN
U.S. NATURAL RESOURCES, INC.
By _____

ACKNOWLEDGEMENT

STATE OF OREGON }
COUNTY OF _____ } ss.

On this 22nd day of June, 19 79, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald R. Bechen known to me to be the person described in and whose name is/are subscribed to the within instrument, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have herunto set my hand and affixed my official seal the day and year in this certificate first above written.

Gladys Shaffer
GLADYS SHAFFER
NOTARY PUBLIC - OREGON
My Commission Expires 5/7/83

Gladys Shaffer
Notary Public in and for the County of
Washington, State of Oregon

CERTIFICATE OF DEDICATION

I, RICHARD C. BRENNAN, Clerk of the Board of Supervisors of Shasta County hereby certify that said Board on the 10th day of July, 1979, accepted on behalf of the public the described parcels of land (in Exhibit A) for public roads, and utility easements, and they further consented to but did not accept any offers of dedication for easements for private roads and for easements for recreation purposes along Cottonwood Creek.

By: Richard G. Brennan
County Clerk and Ex-officio Clerk of the Board of Supervisors of the County of Shasta, State of California

By: *Nancy Bill*
DEPUTY

EXHIBIT A

The easements for utilities, rights-of-way, recreation and other purposes as designated and delineated on the land survey recorded September 12, 1969, in Book 34 of Land Surveys at Page 20, Shasta County Records, described as follows:

- a. 60.00 foot Private Road and Utility Easements over, across, and under all Lots and Parcels shown on said survey except Lots 1, 2, 3, 4, 12, 16, 17, 20, 21, 25, 31, 96, 103, 106, 107, 108, 109, 110, 111, 119, 123 and Parcel A. Reference is hereby made to said map for determining those portions of Lots or Parcels affected by said easement.
- b. Recreation Easement over, across and under those portions of Lots 220, 221, 222, 223, 224, 226, 227, 228, 229, 230, 231, 259, 260, 261, 262, 265, 266, 267, 268, 269, 270, 271, 272, 281 and 282, lying within the bed and banks of Cottonwood Creek, and within a strip of land 50.00 feet in width on each side of and adjacent to said banks of Cottonwood Creek.
- c. Right of Way 60.00 feet in width lying 30.00 feet on each side of the centerline of County Roads 1C01A, 2D001, 2E001, 2E002 and 2E009, also known as Platina Road, Duncan Creek Road, Bland Road, Marx Hill Road No. 1, and Marx Hill Road No. 2, respectively, as said roads are shown on the Shasta County Road Systems Map and on the land survey recorded in Book 34, Page 20. Platina Road (1C01A) affects the northerly portion of Lots 66, 67, 68, 95, 96; 103, 108, 110, 111, 132, 133, 134, 136, 137 and 138; the northeasterly portion of Lot 135; the southerly portion of Lots 107, 109, 119, 120, 121, 123 and 124; the southerly portion of Lots 104, 105 and 106; and the southwesterly portion of Lot 122.

Duncan Creek Road (2D001) affects portions of Lots 124 and 125. Bland Road (2E001) affects the westerly portion of Lots 1, 12, 16, 20 and 25 and Parcels H and F; the easterly portion of Lots 2, 3, 4, 5, 6, 7, 13, 17, 21, 24 and 26; and the central portion of Lots 31.

Marx Hill Road No. 1 (2E002) affects the southerly portion of Lot 12 and Parcel A; and the northerly portion of Parcels B, C, E and F.

Marx Hill Road No. 2 (2E009) affects the northerly portion of Lot 20; and the southerly portion of Lot 25.

RECORDING REQUESTED BY:

Larry Francis
P.O.Box 2
Igo, California 96047

2015-0015474

Recorded
Official Records
County of
Shasta
Leslie Morgan
Assessor-Recorder

REC FEE 18.00

WHEN RECORDED MAIL:

T.A.P.P.O.A
P.O. Box 2
Igo, California 96047

04:51PM 01-Jun-2015 PH Page 1 of 2

SPACE ABOVE THIS LINE FOR RECORDER USE ONLY

AMENDMENT TO "DECLARATION OF RESTRICTIONS" AFFECTING
TRINITY ALPS PRESERVE
WITHIN THE COUNTY OF SHASTA

June 1, 2015

This instrument is intended to amend that certain Declaration of Restrictions heretofore recorded in Book 1637 at Page 596 of the Official Records of the County of Shasta and which affects portions of the subdivision known as Trinity Alps Preserve in the unincorporated area of Shasta County. Said declaration is herein referred to as the "original declaration".

Amendment made by this instrument is intended to amend the original declaration, by adding the italicized text to article III section 2, and is not intended to affect the original declaration in any other manner.

The above-described original declaration is modified as follows:

"Each owner of any lot or interest therein shall, by virtue of receiving title, or equitable ownership, or the right to claim title, become members of the association." This shall include all properties in the Record of Survey commonly known as The Trinity Alps Preserve. This amendment, voted on and ratified per Article III, item 8 on 23, March 1997, was extended to include those properties not mentioned in the second paragraph of this Declaration and who agree, in writing, to be bound by its terms.

IN WITNESS WHEREOF, Trinity Alps Preserve Property Owners Association., as declaring in the original declaration, has executed this Amendment to "Declaration of Restrictions" this June 1, 2015.

Trinity Alps Preserve Property Owners Association.
By: Larry Francis, President T.A.P.P.O.A.
INC.

Larry Francis

JOHNATHAN CHAO

[Handwritten signature]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

State of California
County of Shasta

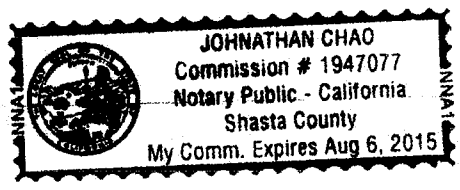
On June, 1st 2015 before me, Johnathan Chao Notary Public, personally
(insert name and title of officer)

appeared Larry Francis who 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/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Signature [Handwritten Signature] (Seal)



Shasta County
My Comm. Expires Aug 6, 2015

When Recorded Return To:
Robert A. Rehberg
429 Redcliff Dr. Suite 220
Redding, CA 96002

25440

RECORDED AT REQUEST OF
ROBERT A. REHBERG
MIN. PAST
AT OFFICIAL RECORDS SHASTA COUNTY, CALIF. 16

MODIFICATION TO DECLARATION OF RESTRICTIONS
AFFECTING PORTIONS OF "TRINITY ALPS PRESERVE"
WITHIN THE COUNTY OF SHASTA

OCT 19 1982

RECORDER FEE \$ 4.00 J.W.

This instrument is intended to modify that certain Declaration of Restrictions heretofore recorded by the undersigned in Book 1637 at Page 596 of the Official Records of the County of Shasta and which affects portions of the subdivision known as Trinity Alps Preserve in the unincorporated area of the county. Said declaration is herein referred to as the "original declaration".

Modifications made by this instrument are intended only to correct certain clerical errors in the original declaration and are not intended to affect the original declaration in any other manner.

The above-described original declaration is modified as follows:

- (1) In Article II, Section 5, the reference to "Article II" is changed to "Article III".
- (2) In Article III, Section 8, the reference to "Article II" is changed to "Article III".

IN WITNESS WHEREOF, U.S. NATURAL RESOURCES, INC., as declarant in the original declaration, has executed this Modification of Declaration of Restrictions this 14 day of October, 1982.

U.S. NATURAL RESOURCES, INC.

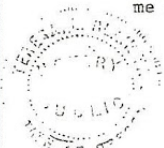
By: Donald R. Bechen
DONALD R. BECHEN, Secretary

ACKNOWLEDGMENT

State of Oregon)
)ss.
County of Multnomah)

On October 14, 1982, before me, Teressa L. Bechuta, a Notary Public for the State of Oregon, personally appeared DONALD R. BECHEN, known to me to be the Secretary of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

Teressa L. Bechuta
Notary Public



25440

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