

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RECORD OF SURVEY OF FLY-IN ACRES SUBDIVISION NO. 1,
FLY-IN ACRES SUBDIVISION NO. 2,
AND LAKESIDE TERRACE SUBDIVISION

FLY-IN ACRES HOMES ASSOCIATION, a corporation, duly organized and existing under the laws of the State of California, successor in interest to FLY-IN LODGES, INC., hereby declares the following covenants, conditions and restrictions, which shall benefit, burden, and apply to all of the land within the exterior boundaries of the Record of Survey of FLY-IN ACRES SUBDIVISION NUMBER 1, as the same appears of record in Book of Surveys Number 1, Pages No. 10, 11, 12, 13 and 14, of the County of Calaveras, State of California; FLY-IN ACRES SUBDIVISION NUMBER 2, amended, filed for record on April 5, 1955, in Map Book No. 2, Official Records of the County of Calaveras, State of California, and of the subdivision known and designated as LAKESIDE TERRACE, as the same appears of record in Map Book No. 2, Official Records of the County of Calaveras, State of California, and which covenants, conditions and restrictions shall benefit, burden and apply to each and every part of said land, and shall run with the land and be binding on all owners of any part thereof, their heirs, assigns, executors, administrators, and successors until January 1, 1980, at which time the said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless by majority vote of the then owners of the lots within said subdivisions, it is agreed to change said covenants, conditions and restrictions, in whole or in part.

1. Each and every owner of any land within said Subdivisions is a member and shall remain a member, in good standing of FLY-IN ACRES HOMES ASSOCIATION, and shall comply with all of the provisions of the Articles and By-Laws of said corporation.

2. All land shall be used only for residential purposes, and no structures shall be erected, altered, placed upon, or permitted to remain upon any of said land, other than one single-family dwelling per lot, one private garage building per lot, and such other buildings as may be reasonably incidental to the residential use of the land.

3. No business, trade, commercial or manufacturing enterprise, or public or mutual utility activity shall be carried on upon any of said land and no noxious or offensive activity shall be permitted to be carried on upon any of the same, nor shall anything be permitted to be done on any of said land which may be or become any annoyance or nuisance

to any of the occupants of said land, or to lessen the natural beauty of the land. No signs or advertising legends of any nature or kind whatever shall be displayed on any dwelling, building, structure or any part of the land within said subdivision without the prior written approval of FLY-IN ACRES HOMES ASSOCIATION.

4. Easements and reservations and exceptions as shown upon the recorded Record of Survey of FLY-IN ACRES SUBDIVISION NUMBER 1, SUBDIVISION NUMBER 2, and LAKESIDE TERRACE, and as contained in the Articles and By-Laws of FLY-IN ACRES HOMES ASSOCIATION and FLY-IN ACRES MUTUAL WATER COMPANY, as now or hereafter existing, and in any applicable deed are expressly reserved and shall at all times be observed and recognized.

5. No cabin, dwelling, garage or any other structure of any nature whatsoever other than a fence or gate of a normal and usual type appropriate to a mountain resort area, shall be erected, installed, placed, or permitted to remain closer than thirty (30) feet from the nearest edge of any public road or way, nor shall any such structure be erected, installed, placed or permitted to remain closer than ten (10) feet from the exterior property lines of any lot as shown upon said Record of Survey, or from the exterior limits of any piece or parcel or part of any of said lots.

6. No mobile home or trailer of any kind, whether or not on a foundation or concrete slab, shall be permanently placed, parked or constructed on any lot or street, whether public or private after January 1, 1980. No prefabricated modular or factory built homes may be erected, placed, installed, altered or permitted to remain on any lot in said subdivisions unless and until the plans, elevations, specifications and plot plans showing the location of such structure have been approved in writing by FLY-IN ACRES HOMES ASSOCIATION.

7. No tent, trailer, garage or other outbuildings shall be used as a dwelling except on a temporary basis during construction and with written permission from FLY-IN ACRES HOMES ASSOCIATION.

8. No building intended for use, or used for occupancy of human beings shall be constructed, installed, placed or permitted to remain on any lot, or parcel of said land unless said building shall have a minimum area of 800 square feet exclusive of decks, porches, garages and other incidental structures.

9. In order to protect the natural beauty of the area, no use of the land or streets shall be made for rubbish accumulation and unsightly storage. Inoperable or unlicensed automotive, boat or trailer storage is specifically prohibited.

10. No more than fifty percent (50%) in number of the trees on any lot, piece, or parcel of said land shall be cut down, destroyed or damaged, and no trees of more than ten inches (10") in diameter shall be cut down, destroyed or damaged without the written consent of FLY-IN ACRES HOMES ASSOCIATION, its successors, or assigns.

11. Before occupancy of any lot, piece, or parcel of said land, there shall be installed, and there shall be maintained thereafter in good condition and repair, an adequate system for the disposal of sewage, with the facilities for said system for the disposal of sewage being clear of all easements of record. All such systems shall meet the minimum requirements of the County of Calaveras.

12. No horse, cattle, poultry, swine, sheep, or other animals, other than dogs, cats or birds of an indoor variety, shall be permitted on any lot, piece, or parcel of said land.

13. If the owner of any interest in any of the land covered hereby, his heirs, assigns, executors, administrators, or successors shall at any time violate or attempt to violate any of the covenants, conditions and restrictions herein declared, then the FLY-IN ACRES HOMES ASSOCIATION, its successors, or assigns, may prosecute any proceeding at law or in equity against any person or persons violating or attempting to violate any such condition, covenant or restriction to recover damages for any such violation and to enjoin any such violation, and shall be entitled to recover reasonable attorney's fees and costs of suit if successful in any such legal proceeding.

14. FLY-IN ACRES HOMES ASSOCIATION hereby covenants, and each owner of the lot within said subdivision by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance therefor, is and shall be deemed to covenant and agree to pay to the association assessments, including regular assessments and special assessments, capital improvement assessments and reconstruction assessments as may be fixed, established and collected from time to time by the Board of Directors of FLY-IN ACRES HOMES ASSOCIATION. The assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the lot and shall be a continuing lien upon the lot against which each such assessment is made. The lien shall become effective upon recordation of a notice of claim of lien. The lien shall be foreclosed by following all of the procedures for foreclosure of the lien as set forth in the Board's resolution and in accordance with Sections 2924, 2924b and 2924c of the Civil Code of the State of California. A copy of the Board resolution is on file with the Secretary of the

corporation. Each assessment, together with such interest as fixed by the FLY-IN ACRES HOMES ASSOCIATION, and costs actually incurred, shall also be the personal obligation of the person or entity who was the owner of such lot at the time when the assessment or any portion thereof fell due and shall bind heirs, devisees, personal representatives and assigns. However, the personal obligation shall not pass to successors in title unless expressly assumed by them.

15. The lien of the assessments provided for herein shall be subordinate to the lien of any deed of trust or mortgage now or hereafter placed upon any of the lots within the subdivision described above in the title and first paragraph hereof; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

16. Invalidation of any one or more of these covenants, conditions or restrictions by judgment or court order shall in nowise affect any other provision herein contained, but such remaining provisions shall remain in full force and effect.

17. FLY-IN ACRES HOMES ASSOCIATION, a corporation, expressly reserves the right to waive in individual cases any of these covenants, conditions and restrictions. A waiver of a breach of any of the foregoing conditions or restrictions, including the waiver of any rights under Paragraph 14 hereof, shall not be construed as a waiver of any succeeding breach or violation, and no such waiver shall result in or impose any liability on members of the Board of Directors or officers of the corporation.

18. Subject to compliance with the laws of the State of California, these restrictions and covenants may be amended at any time:

A. As to FLY-IN ACRES SUBDIVISION NUMBER 1, by an instrument in writing signed by the Owners of a majority of the lots in said subdivision. Such amendment will only affect the lots contained in FLY-IN ACRES SUBDIVISION NUMBER 1 and no other subdivision covered by these Covenants, Conditions and Restrictions shall be effected.

B. As to FLY-IN ACRES SUBDIVISION NUMBER 2, by an instrument in writing signed by the owners of a majority of the lots in said subdivision. Such amendment will only affect the lots contained in FLY-IN ACRES SUBDIVISION NUMBER 2

and no other subdivision covered by these Covenants, Conditions and Restrictions shall be effected.

C. As to LAKESIDE TERRACE, by an instrument in writing signed by the owners of a majority of the lots in said subdivision. Such amendment will only affect the lots contained in LAKESIDE TERRACE, and no other subdivision covered by these Covenants, Conditions and Restrictions shall be effected.

Any amendment as described above, shall be effective upon the recordation thereof in the Office of the Calaveras County Recorder.

It is not the intention of these Covenants, Conditions and Restrictions to require that a majority of all of the owners of the lots in the three subdivisions consent or agree to an amendment, to these Covenants, Conditions and Restrictions, before an amendment becomes effective. Rather, each subdivision may amend these Covenants, Conditions and Restrictions by the consent of a majority of the owners in such subdivision. The amendment thus adopted would apply solely to the subdivision adopting the amendment and not to any other subdivision included in these Covenants, Conditions and Restrictions.

19. This Declaration of Covenants, Conditions and Restrictions is intended to and shall replace and cancel the Declaration of Covenants, Conditions and Restrictions, Record of Survey of FLY-IN ACRES SUBDIVISION NUMBER 1, and LAKESIDE TERRACE SUBDIVISION, each recorded April 13, 1980 in Book 55 of Official Records, at Page 402, et seq., Calaveras County Records, and the Covenants, Conditions and Restrictions of FLY-IN ACRES SUBDIVISION NUMBER 2, recorded October 8, 1958.

IN WITNESS WHEREOF, FLY-IN ACRES HOMES ASSOCIATION has caused this document to be duly executed this 19 day of December, 1980.

FLY-IN ACRES HOMES ASSOCIATION

Jack S. Frost

By: _____
President