prohibit the recordation of any assessment lien against such Lot on account of assessments which became due prior to the date of such sale or transfer; provided, however, that there shall be a lien on the interests of the purchaser at such sale which shall attach, be created and become effective and be foreclosed in accordance with this Declaration and which shall secure all assessments

becoming due after the date of any such sale or transfer. For the purpose of this Section 10 a sale or transfer of a Lot shall occur on the date of recordation of a deed or other instrument of title evidencing the conveyance of record title to the Lot.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

(a) All properties dedicated to and accepted by any local public authority; and

(b) The Common Area.

VII

· MANAGEMENT OF THE ASSOCIATION AND COMMON AREA

Section 1. All powers relating to the management, operation and maintenance of the Common Area, as well as certain rights, duties and powers relating to the Lots, as hereinafter set forth, shall be vested in the Association.

Section 2. The specific and primary purposes and powers of the Association are to own, manage and maintain the Common Area, provide recreational activities for the Members,

foster and support community activities of the Members, and enforce the provisions of this Declaration and the Association's Articles and By-Laws.

Section 3. The Association shall have the right and power to employ or engage a manager and other employees or agents and contract for such services, labor and materials as it may deem reasonably necessary to operate and maintain the Common Area and the improvements thereon and to discharge its other duties as herein provided. All contracts of the Association shall be limited in duration for a period of not more than one (1) year unless they contain reasonable cancellation provisions or have been approved by a vote of a majority of each class of Members of the Association.

Section 4. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall have the obligation to perform each of the following duties:

improvements thereon (including landscaping, furnishings and equipment related thereto). In the event that the need for maintenance or repair of the Common Area or the improvements thereon is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests or invitees of an Owner, the cost of such repair or maintenance shall be added to and become part of the assessments to which such Owner's Lot is subject;

(b) Maintain such policy or policies of insurance as the Board deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members;

- (c) Have the authority to obtain, for the benefit of the Common Area, water, gas and electric service and refuse collection and, if necessary, for the benefit of the Lots:
- (d) Pay the taxes and assessments which are or could become a lien on the Common Area or some portion thereof:
- (e) Have a duty to maintain all drainage facilities and easements owned by the Association, if any.

Section 5. The Association shall adopt reasonable rules relating to the use of the Common Area and any improvements thereon. A copy of such rules and of all amendments thereto shall be mailed to each Owner of a Lot, and a copy shall be posted in one or more places in the Common Area where the same may be conveniently inspected.

Section 6. The Association may do any and all other acts and things that a nonprofit corporation is empowered to do, which may be necessary, convenient or desirable in the administration of its affairs for the specific and primary purposes of the Association and to meet its duties as herein set forth.

Section 7. The Association, through its Board of Directors, shall have the authority to delegate its powers to committees, officers of the Association or its employees.

Section 8. The Association and its representatives shall have the right to enter upon any Lot within the Properties to the extent such entry is necessary in connection with the performance by the Association of its duties and responsibilities under this Article.

ANNEXATION

. Section 1. Additional Lots and Common Area may be annexed to the Properties with the consent of at least two-thirds (2/3) majority of the voting power of the Association, exluding the voting power of the Declarant; or

Section 2. If, within three (3) years of the date of recording of this Declaration, the Declarant should develop additional property or portions within the area described in Exhibit "C" which is attached hereto and by this reference made a part hereof, such additional property may be annexed to the Properties without the assent of the Class A members and be made subject to the Declaration and thereby become subject to the jurisdiction of the Association; provided, however, that the development of the additional property described in this Section shall be in accordance with a general plan of development of the Properties. Detailed plans for the development of additional lands must be submitted to the California Department of Real Estate prior to such development of additional lands. If the California Department of Real Estate determines that such detailed plans of the property to be annexed are not in accordance with the existing general plan of development of the Properties and such agency so advises the Association and the Declarant, the annexation of the additional lands must be in accordance with Section 1 immediately above. A Supplementary Declaration of Covenants, Conditions and Restrictions as described hereinafter in Section 3 of this Article, covering the real property or portions thereof described in Exhibit "C" hereto, shall be executed and recorded by the owner of such property to be annexed.

Section 3. The additions authorized under the foregoing sections shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions, or similar instrument, with respect to the additional property which shall extend the plan of this Declaration to such property. Such Supplementary Declarations contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property as are not inconsistent with the plan of this Declaration. In no event, however, shall any such supplementary Declaration, merger or consolidation, revoke, modify or add to the covenants established by this Declaration within the existing property, except as hereinafter otherwise provided. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of THE SIERRA BROOKS PROPERTY OWNERS ASSOCIATION, and thereafter all of the Owners of Lots in said real property shall be Members of THE SIERRA BROOKS PROPERTY OWNERS ASSOCIATION in accordance with the terms and provisions of this Declaration and such Supplementary Declaration.

Section 4. Prior to conveyance to individual purchasers by Declarant of title to any Lot within an annexed portion of real property, those areas of the annexed property designated as Common Area by the Declarant shall be conveyed to the Association, subject to current taxes and assessments not then delinquent, and

subject to easements, covenants, conditions and restrictions then of record, including those set forth in this Declaration, and the Association shall thereupon be bound to accept such conveyance of the annexed Common Area and to preserve, maintain and otherwise administer said property thereafter as a part of the Common Area established under this Declaration. Assessments shall commence as to all Lots within an annexed area (including Lots owned by Declarant) on the first day of the month following the recording of a deed or other instrument of title evidencing the first conveyance of record title to a Lot within such area.

TX

DAMAGE AND DESTRUCTION AFFECTING COMMON AREA

Section 1. If all or any portion of the improvements on the Common Area is damaged or destroyed by fire, or other casualty, then neither the Board, the Association, or any agent or employee thereof shall be required or permitted to take any action to repair or rebuild the damaged portions, or to cause the damaged portions to be repaired or rebuilt without the written consent of at least fifty-one percent (51%) of the Members of each class as to the manner of repair or reconstruction and the payment therefor.

Section 2. Notwithstanding anything contained in this Declaration to the contrary, if the cost of repairing or rebuilding the improved portion of the Common Area so damaged or destroyed doe's not exceed the amount of insurance proceeds available to the Association, the Board shall be authorized and required without the consent or approval of the Members, to contract to repair or rebuild the damaged portions of the Common Area substantially in accordance with the original plans and specifications therefor.

EASEMENTS

Section 1. Easements over the Lots and Common Areas for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by Declarant, together with the right to grant and transfer the same.

Section 2. The Association shall have a right of entry upon all Lots as required for the Association to carry out its duties and powers as set forth in this Declaration.

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ARCHITECTURAL CONTROL

Section 1. Architectural Approval. No building, fence, wall or other structure or improvement, including mobilehomes, shall be commenced, erected or maintained upon any Lot within the Propertinor shall any exterior addition to or change or alternation in any existing structure or improvement on any Lot, including patio covers and antennas, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee provided for in Section 2 hereof. In the event said Committee, or its designated representatives, fail to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

Section 2. Appointment of the Committee. The Architectural Committee shall be appointed by the Board of Directors of the Association and shall be composed of three (3) or more representatives who need not be Members.

Section 3. General Provisions. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. Notwithstanding the approval by the Committee, in accordance with the foregoing provisions, of any plans or specifications for any structure or improvement, each person submitting such plans or specifications shall be solely responsible for the adequacy thereof. Accordingly, by acceptance of the conveyance from Declarant, its successors or assigns, the grantee hereby releases the Committee, Declarant, its successors or assigns, and its employees and independent contractors from all loss or damage or claim thereof arising from any defect or alleged defect in such plans and specifications; and the

grantee hereby waives the benefit of Section 1542 of the California Civil Code. In addition, the grantee agrees to indemnify and hold harmless the Committee, Declarant, its successors or assigns, its employees and independent contractors from any claim asserted by third parties arising out of or attributable to any such defects.

XII

NOTICES

In each instance in which notice is to be given to the Owner of a Lot, the same shall be in writing and may be delivered personally, in which case personal delivery of such notice to one of two or more co-Owners of a Lot, or to any general partner of a partnership owning such a Lot, shall be deemed delivery to all of the co-Owners or to the partnership, as the case may be, and personal delivery of the notice of any officer or agent for the service of process of a corporation owning such Lot shall be deemed delivery to the corporation or such notice may be delivered by United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Owner of such Lot at the most recent address furnished by such Owner in writing for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Lot. Any notice to be given to the Association may be delivered personally to any member of the Board, or delivered in such other manner as may be authorized by the Association. Any notice to be given to the Association shall be delivered by the United States mail, certified or registered, postage prepaid, return receipt requested.

XIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner or the successor in interest of an Owner, shall have the right to enforce by proceedings at law or in equity, all restrictions,

conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this peclaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter

Section 2. Severability. Should any of the provisions contained in this Declaration be void or be or become unenforceable in law or in equity, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

Section 3. Term. This Declaration and the covenants herein contained shall be in effect until June 24, 2025 and shall be automatically extended for successive periods of ten (10) years unless within six (6) months prior to the expiration of the initial term or any ten (10) year renewal period a written agreement executed by the then Owners of at least three-fourths (3/4) of the Lots shall be placed on record in the office of the County Recorder of the County of Sierra by the terms of which agreement the effectiveness of this Declaration is terminated or modified or the provisions herein contained are extinguished in whole or in part as to all or any part of the Properties then subject thereto.

Section 4. Amendments. This Declaration of Covenants, Conditions and Restrictions may be amended only by the affirmative assent or vote of not less than fifty-one percent (51%) of the voting power of the Owners. Notwithstanding the foregoing, and such amendment shall require the written consent of the holders of seventy-five percent (75%) of all prior deeds of trust encumbering Lots within the Properties, and which are of record prior to the effective date of such amendment. Any amendment or modification must be properly recorded.

Section 5. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a recreational planned development and for the maintenance of common recreational facilities and Common Areas. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 6. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 7. Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Committee, the Association, or any other Owner in the Properties. Such remedy shall be deemed cumulative and not exclusive.

Section 8. Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained, nor any lien created hereby, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

Section 9. Conflicts. In case of any conflict between this Declaration and the Articles of Theorperation or Dy-Laws of the Association, this Declaration shall control.

Section 10. The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, easements, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property . covered hereby, and hereby evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand and seals this 24% day of Tune, 197.5.

OCCIDENTAL LAND, INC. a California corporation

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STATE OF CALIFORNAA

COUNTY OF

On

State personally appeared

Nate, personally appeared

Know for my to be the persons who executed the within Instrument, which instrument in behalf of the curporation therein annuel, and arknowledged 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

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PARCEL 1:

All that real property located in Sierra County, California and described as Unit No. 1 (except Parcel "A" thereof) as per map filed May 27, 1971 in map book 3, at pages 76 through 80, inclusive, in the Official Records in the Office of the County Recorder of said county.

PARCEL 2:

All that real property located in Sierra County, California and described as Unit No. 2-A (except Lot 8 and Parcel "C" thereof) as per map filed October 29, 1971, in map book 3, at pages 90 through 95, inclusive, in the Official Records in the Office of the County Recorder of said county.

PARCEL 3:

Beginning at the Southeast corner of Parcel "A" as shown on that certain map of Sierra Brooks Unit. No. 1 filed in Book 3 of Maps at Page 76 in the office of the Recorder of Sierra County, California; thence N.43°15'W. 200.00 feet; thence N.32°16'30"E. 371.47 feet to a point on the Southwesterly right-of-way of Smithneck Road; thence along a curve to the left, tangent to a line drawn S.43°34'06"E., with a radius of 1790 feet, a central angle of 1°52'13" and an arc distance of 58.43 feet; thence S.45°26'19"E. 415.42 feet; thence along a curve to the right having a radius of 860 feet, a central angle of 30°30'40" and an arc distance of 457.97 feet; thence S.14°55'39"E. 262.05 feet; thence along a curve to the left having a radius of 940 feet, a central angle of 30°00'00" and an arc distance of 492.18 feet; thence west 278.62 feet; thence N.44°00'00"W. 1142.39 feet to a point on the Southerly line of said Parcel "A", which bears S.49°08'20"W. 180.00 feet from the point of beginning and thence N.49°08'20"E. 180.00 feet to the Point of Beginning.

Being a portion of the Northwest 1/4 of Section 33, T.21N., R.16E., M.D.B.& M., Sierra County, California and containing 13.81 acres, more or less.

EXHIBIT "A"

Page 1 of 2 Pages

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PARCEL 4:

Commencing at the Northwest corner of the Southwest quarter of the Northwest quarter of Section 33, T.21N., R.16E., M.D.B.4 M., said point also being the Southwest corner of Lot 148 of The Sierra Brooks Unit No. 1 as filed in Book 3 of Maps, at Page 80, in the Office of the Recorder of Sierra County, California; thence along the West line of said Section 33, S.1°23'05"W. 1680.00 feet; thence S.89°29'36"E. 2611.93 feet to a point on the Westerly right-of-way line of Smithneck Road at the Southerly end of a tangent having a bearing of S.39°44'21"E. and a length of 561.73 feet, as said road is shown on that certain Record of Survey filed in Book 3 of Maps, at Page 68; in said Recorder's Office; thence N.89°29'36"W.

Running thence South 900.00 feet; thence S.89°29'36"E. 734.26 feet to a point on the Westerly right-of-way of said Smithneck Road; thence S.15°58'01"E. 1101.48 feet; thence along a curve to the left with a radius of 940 feet, a central angle of 6°57'02" and an arc distance of 114.03 feet; thence S.88°59'00"W. 1875.43 feet; thence North 2113.29 feet to a point which bears N.89°29'36"W. 800.00 feet from the point of beginning; thence S.89°29'36"E. 800.00 feet to the point of beginning.

Containing 63.04 acres, more or less.

PARCEL 5:

Beginning at the point of intersection of the Northerly line of Longhorn Drive with the extended Westerly line of Lot 194 as said Drive and said lot are shown on The Sierra Brooks Unit No. 1 filed in Book 3 of Naps at Page 77 in the office of Recorder of Sierra County, California; thence along the Northerly line of Longhorn Drive, North 88° 10' 00" East, 183.19 feet; thence North 1° 50' West, 370.00 feet; thence South 88° 10' 00" West, 315.00 feet; thence South 1° 50' East, 370.00 feet to a point on the extended Northerly line of Longhorn Drive; and thence along said line of said Drive so extended, North 88° 10' 00" East, 131.81 feet to the point of beginning.

Being a portion of Section 29, T21N, R16E, M.D.B.&M., Sierra County, California and also being all of Lot 8 and a portion of Parcel "h" of The Sierra Brooks Unit No. 2A as per map filed in Book 3, Pages 90 through 95 inclusive of Maps of the Official Records of Sierra County, State of California, and containing 2.67 acres

PARCEL 6:

Parcel "A" of The Sierra Brooks Unit No. 2A as per map filed in Book 3, Pages 90 through 95 inclusive of Maps of the Official Records of Sierra County, State of California.

PARCEL 7:

Parcel "V" of the Sierra Brooks Unit No. 2A as per map filed in Book 3, Pages 90 through 95 inclusive of Maps of the Official Records of Sierra County, State of California, and containing 2.67

EXHIBIT "A"
Page 2 of 2 Pages

450

COMMON TAREA AT DATE OF RECORDATION OF DECLARATION

PARCEL 3:

Beginning at the Southeast corner of Parcel "A" as shown on that certain map of Sierra Brooks Unit No. 1 filed in Book 3 of Maps at Page 76 in the office of the Recorder of Sierra County, California; thence N.43°15'W. 200.00 feet; thence N.32°16'30"E. 371.47 feet to a point on the Southwesterly right-of-way of Smithneck Road; thence along a curve to the left, tangent to a line drawn S.43°34'06"E., with a radius of 1790 feet, a central angle of 1°52'13" and an arc distance of 58.43 feet; thence S.45°26'19"E. 415.42 feet; thence along a curve to the right having a radius of 860 feet, a central angle of 30°30'40" and an arc distance of 457.97 feet; thence S.14°55'39"E. 262.05 feet; thence along a curve to the left having a radius of 940 feet, a central angle of 30°00'00" and an arc distance of 492.18 feet; thence west 278.62 feet; thence N.44°00'00"W. 1142.39 feet to a point on the Southerly line of said Parcel "A", which bears S.49°08'20"W. 180.00 feet from the point of beginning and thence N.49°08'20"E. 180.00 feet to the Point of Beginning.

Being a portion of the Northwest 1/4 of Section 33, T.21N., R.16E., M.D.B.& M., Sierra County, California and containing 13.81 acres, more or less.

PARCEL 4:

Commencing at the Northwest corner of the Southwest quarter of the Northwest quarter of Section 33, T.21N., R. 16E., M.D.B.& M., said point also being the Southwest corner of Lot 148 of The Sierra Brooks Unit No. 1 as filed in Book 3 of Maps, at Page 80, in the Office of the Recorder of Sierra County, California; thence along the West line of said Section 33, S.1°23'05"W. 1680.00 feet; thence S.89°29'36"E. 2611.93 feet to a point on the Westerly right-of-way line of Smithneck Road at the Southerly end of a tangent having a bearing of S.39°44'21"E. and a length of 561.73 feet, as said road is shown on that certain Record of Survey filed in Book 3 of Maps, at Page 68, in said Recorder's Office; thence N.89°29'36"W. 400.00 feet to the point of beginning of this description:

Running thence South 900.00 feet; thence S.89°29'36"E. 734.26 feet to a point on the Westerly right-of-way of said Smithneck Road; thence S.15°58'01"E. 1101.48 feet; thence along a curve to the left with a radius of 940 feet, a central angle of 6°57'02" and an arc distance of 114.03 feet; thence S.88°59'00"W. 1875.43 feat; thence North 2113.29 feet to a point which bears N.89°29'36"W. 800.00 feet from the point of beginning; thence S.89°29'36"E. 800.00 feet to the point of beginning.

Containing 63.04 acres, more or less.

EXHIBIT "B"

Page 1 of 2 Pages

1.

PARCEL 5:

Beginning at the point of intersection of the Northerly line of Longhorn Drive with the extended Westerly line of Lot 194 as said Drive and said lot are shown on The Sierra Drooks Unit No. 1 filed in Book 3 of Naps at Page 77 in the office of the Recorder of Sierra County, California; thence along the Northerly line of Longhorn Drive, North 88° 10' 00" East, 183.19 feet thence North 1° 50' West, 370.00 feet; thence South 88° 10' 00" West, 315.00 feet; thence South 1° 50' East, 370.00 feet to a point on the extended Northerly line of Longhorn Drive; and thence along said line of said Drive so extended, North 88° 10' 00" East, 131.81 feet to the point of beginning.

Being a portion of Section 29, T2lN, R16E, M.D.B.&N., Sierra County, California and also being all of Lot 8 and a portion of Parcel "A" of The Sierra Brooks Unit No. 2A as per map filed in Book 3, Pages 90 through 95 inclusive of Maps of the Official Records of Sierra County, State of California, and containing 2.67 acres more or less.

PARCEL 6:

Parcel "A" of The Sierra Brooks Unit No. 2A as per map filed in Book 3, Pages 90 through 95 inclusive of Maps of the Official Records of Sierra County, State of California.

PARCEL 7:

Parcel "B" of the Sierra Brooks Unit No. 2A as per map filed in Book 3, Pages 90 through 95 inclusive of Maps of the Official Records of Sierra County, State of California, and containing 2.67 acres more or less.

EXHIDIT "B"

Page 2 of 2 Pages

LEGAL DESCRIPTION OF PROPERTY WHICH MAY BE ANNEXED

All that real property in the County of Sierra, State of California, described as follows:

Township 2) North, Range 16 East, M.D.M.

Section 19: East half of Northeast quarter; Southeast quarter; Southwest quarter; West half or Lot 2 of Northwest quarter; and West half of Northeast guarter

"Section 20; West half of West half; excepting portion deeded to P. J. Lombardi in deed dated June 10, 1903, and recorded November 25, 1903, in Book "18" of Deads, at. Page 339, Sierra County Records..

Section 29: Northeast quarter of Northwest quarter; " !! . West half of West half; East half; Southeast quarter of Northwest quarter; and Southeast quarter of Northwest quarter; and East half of Southwest quarter

Section 30: East half of Southeast quarter; Southeast quarter of Northeast quarter;
South half of Northeast quarter of Northeast quarter; and
North half of Northeast quarter of Northeast quarter

... Section 32: West half of Southwest quarter of Southwest quarter;
Northwest quarter;
North half of Southwest quarter;
Southwest quarter of Southwest quarter;
East half of Southwest quarter of Southwest quarter;
North half of Northeast quarter;
Southwest quarter of Northeast quarter; and
Northwest quarter of Southwest quarter
Section 33: All

57373

OFFICIAL RECORDS SIERRA COUNTY, CALL . Recording Requests / 59

Fater Comoly Title Cu DATE 2-7-25 TIME 1:65

VOL. 65 PAGE 4/3 GEORGIE NI. PETERMANI COUNTY RECORDER

FEE 4300 DEPUTY

This is to certify that this document is a true and correct copy of the original thereof on file with this

INTERCOUNTY TITLE CO.

BY REAL E. Blankley

EXHIBIT "C"