

**PART A: Part A may be completed by the applicant**

Applicant Name: Whipsawsons, LLC

APN: 217-391-012

Planning & Building Department Case/File No.: PLN-1226

Road Name: Sunset Ridge Road (complete a separate form for each road)

From Road (Cross street): Alderpoint Road

To Road (Cross street): Homestead

Length of road segment: 3.4 Miles miles Date Inspected 4/8/2021

Road is maintained by: ☐ County ☒ Other Private Road Association  
(State, Forest Service, National Park, State Park, BLM, Private, Tribal, etc)

Check one of the following:

**Box 1** ☐ The entire road segment is developed to Category 4 road standards (20 feet wide) or better. If checked, then the road is adequate for the proposed use without further review by the applicant.

**Box 2** ☒ The entire road segment is developed to the equivalent of a road category 4 standard. If checked, then the road is adequate for the proposed use without further review by the applicant.

*An equivalent road category 4 standard is defined as a roadway that is generally 20 feet in width, but has pinch points which narrow the road. Pinch points include, but are not limited to, one-lane bridges, trees, large rock outcroppings, culverts, etc. Pinch points must provide visibility where a driver can see oncoming vehicles through the pinch point which allows the oncoming vehicle to stop and wait in a 20 foot wide section of the road for the other vehicle to pass.*

**Box 3** ☐ The entire road segment is not developed to the equivalent of road category 4 or better. The road may or may not be able to accommodate the proposed use and further evaluation is necessary. Part B is to be completed by a Civil Engineer licensed by the State of California.

The statements in PART A are true and correct and have been made by me after personally inspecting and measuring the road.

Lesley Doyle  
Signature

April 10, 2021

Date

Lesley Doyle Managing Member for Whipsawsons, LLC  
Name Printed

Whipsawasons LLC  
APN# 217-391-012/ APP# 12216  
Road Evalution  
2555 Sunset Ridge Blocksburg Ca

PM 0.0 Alderpoint Road/Sunset Ridge Road



PM 0.1 Left @ Sunset Ridge Road



Whipsawasons LLC  
APN#217-391-012/APP#12216  
Road evaluation  
2555 Sunset Ridge Blocksburg CA

PM 0.5 Sunset Ridge Road

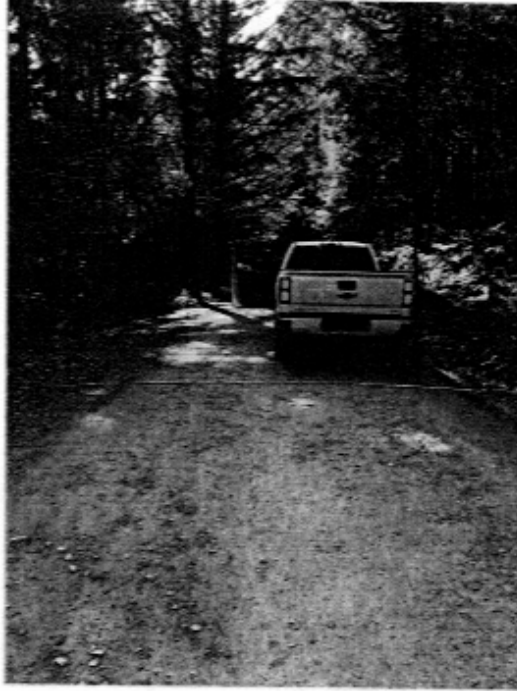


PM 0.5 Sunset Ridge Road/ 20 feet wide

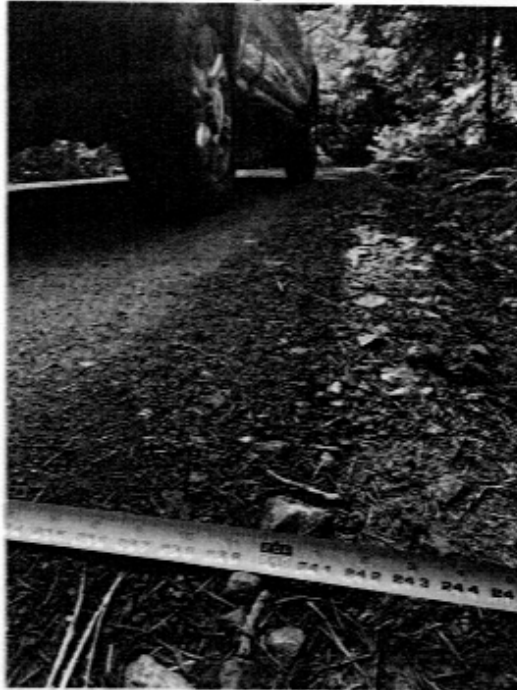


Whipsawasons LLC  
APN# 217-391-012/APP# 12216  
Road Evaluation  
2555 Sunset Ridge Road Blocksburg CA

PM 1.0 Sunset Ridge Road

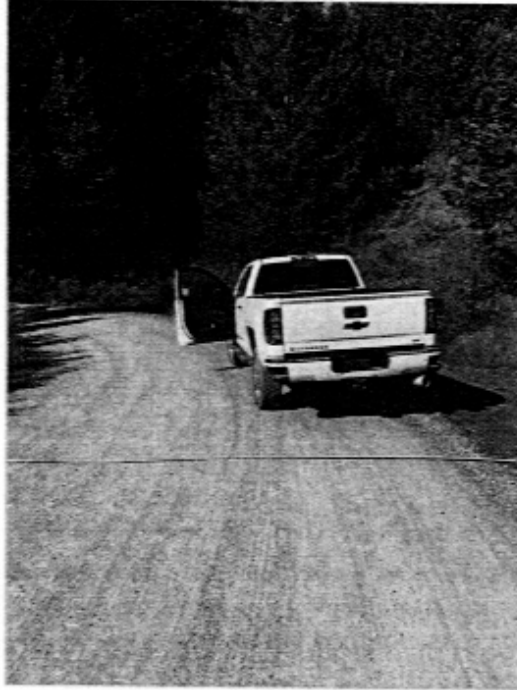


PM 1.0 Sunset Ridge Road/ 20 Feet Wide



Whipsawasons LLC  
APN# 217-391-012/APP# 12216  
Road Evaluation  
2555 Sunset Ridge Road Blocksburg CA

PM 1.5 Sunset Ridge Road

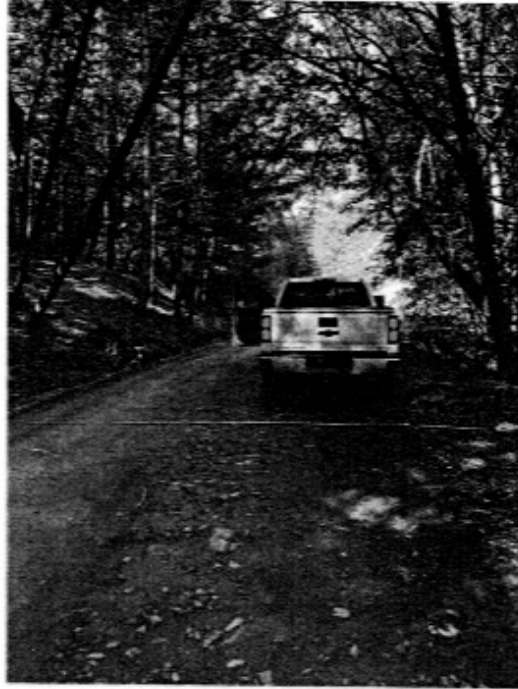


PM 1.5 Sunset Ridge Road/ 24 Feet Wide



Whipsawasons LLC  
APN# 217-391-012/APP# 12216  
Road Evaluation  
2555 Sunset Ridge Road Blocksburg CA

PM 2.0 Sunset Ridge Road

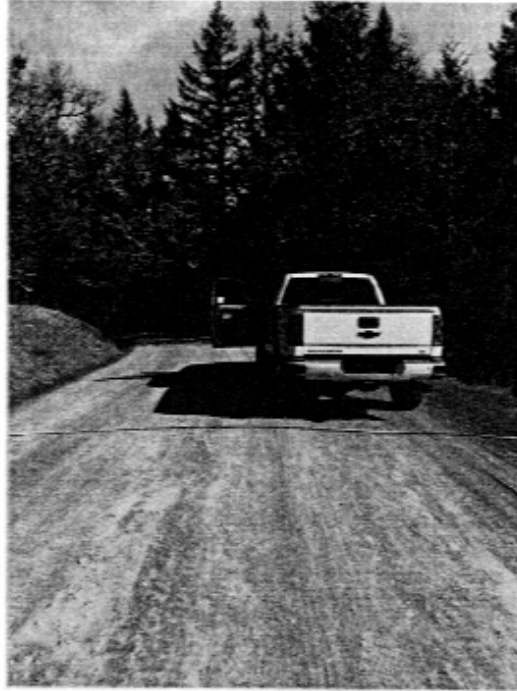


PM 2.0 Sunset Ridge Road/ 20 Feet Wide



Whipsawasons LLC  
APN# 217-391-012/ APP# 12216  
Road Evaluation  
2555 Sunset Ridge Road Blocksburg CA

PM 2.5 Sunset Ridge Road

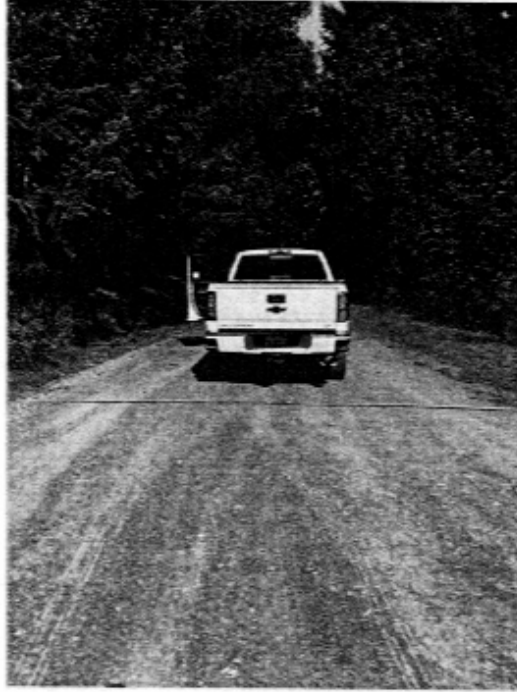


PM 2.5 Sunset Ridge Road/ 22 Feet Wide

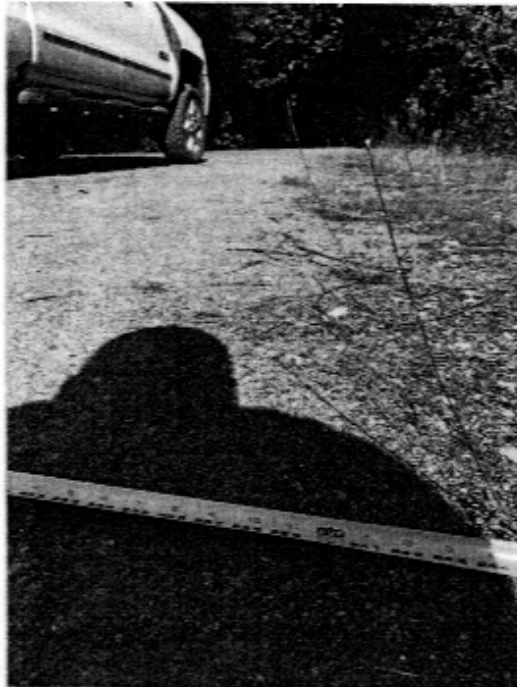


Vhipsawasons LLC  
APN# 217-391-012/APP# 12216  
Road Evaluation  
2555 Sunset Ridge Road Blocksburg CA

PM 3.0 Sunset Ridge Road



PM 3.0 Sunset Ridge Road/ 20 Feet Wide



Whipsawasons LLC  
APN# 217-391-012/APP# 12216  
Road Evaluation  
2555 Sunset Ridge Road Blocksburg CA

PM 3.4/ 2555 Sunset Ride Road



Whipsawasons LLC

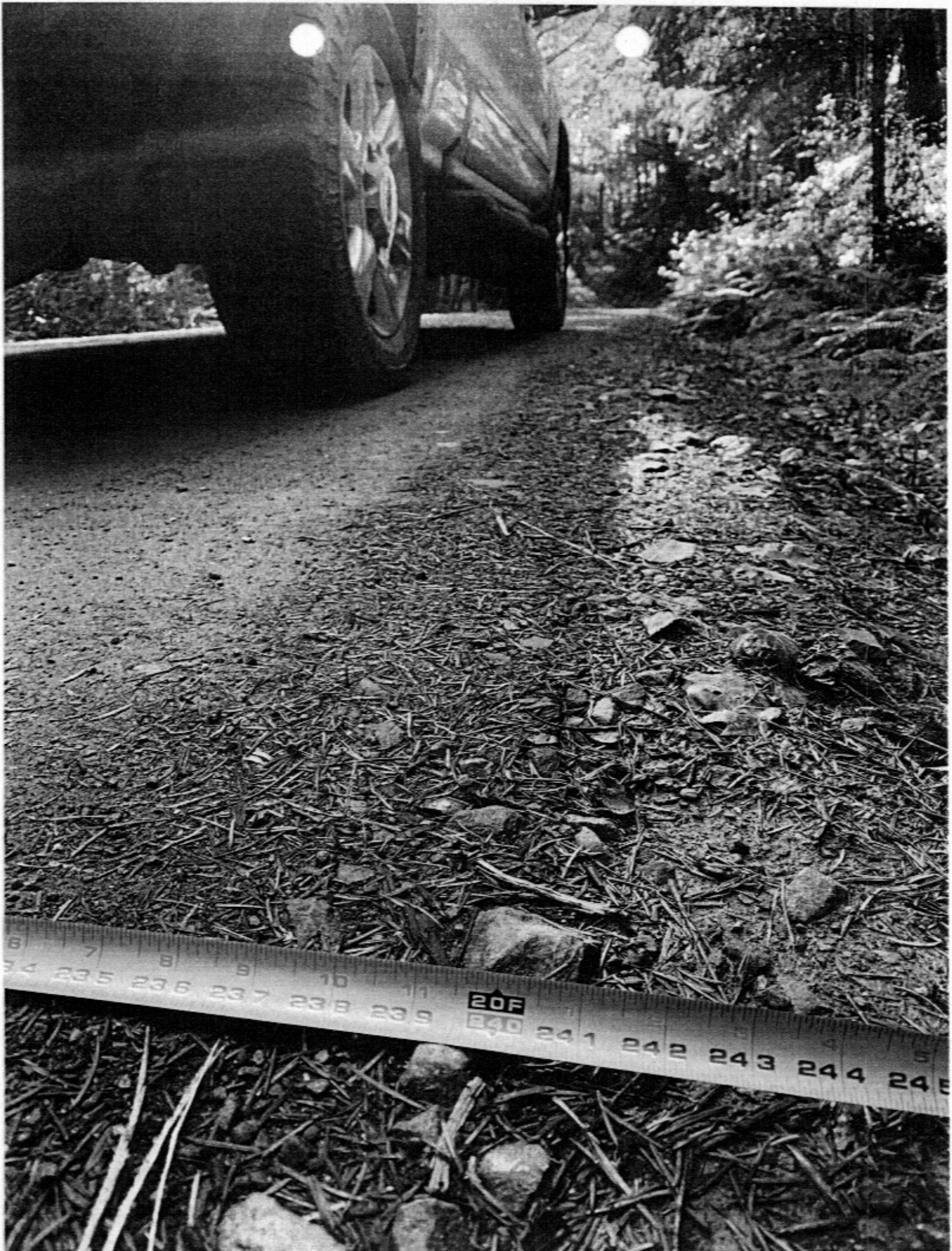


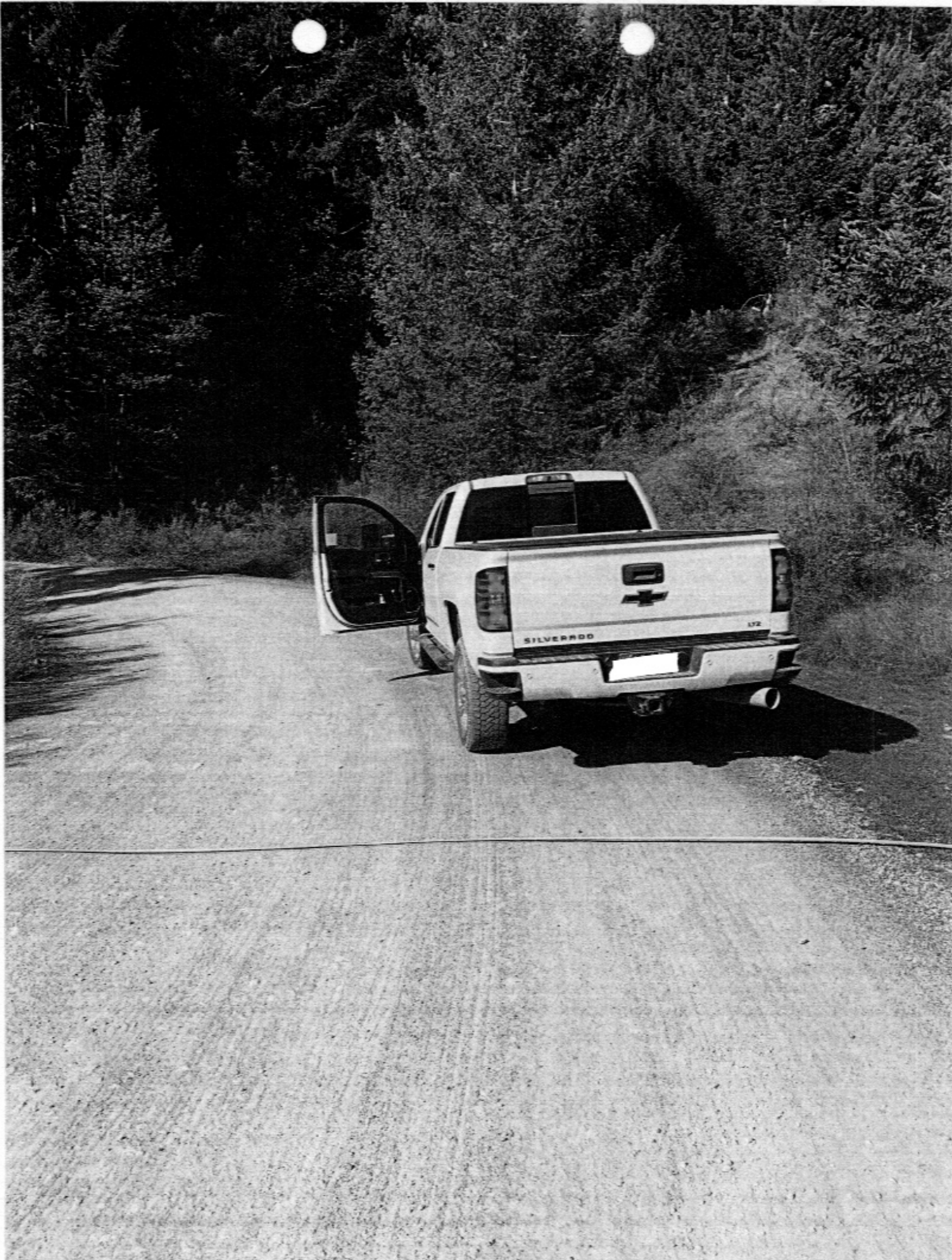




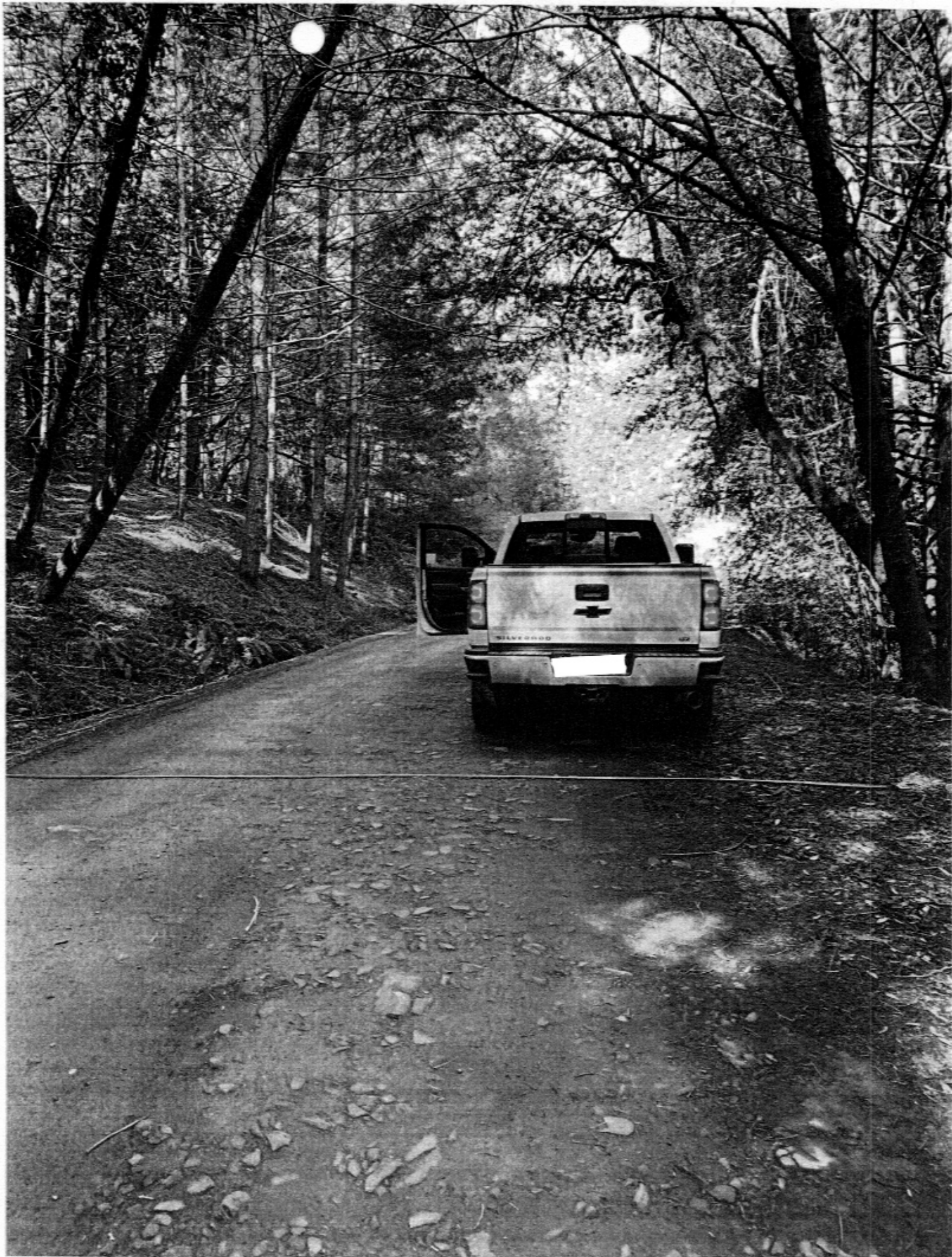




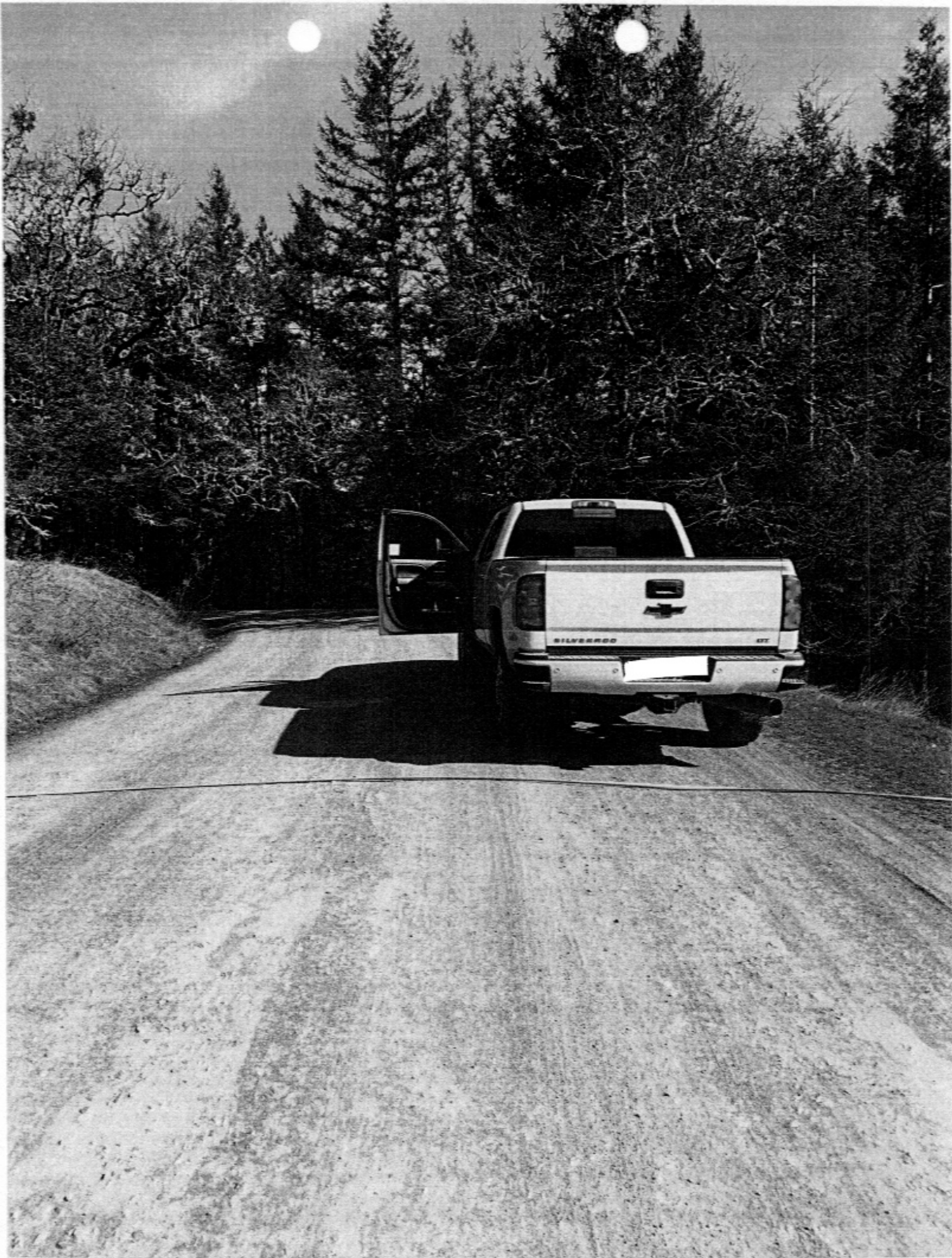








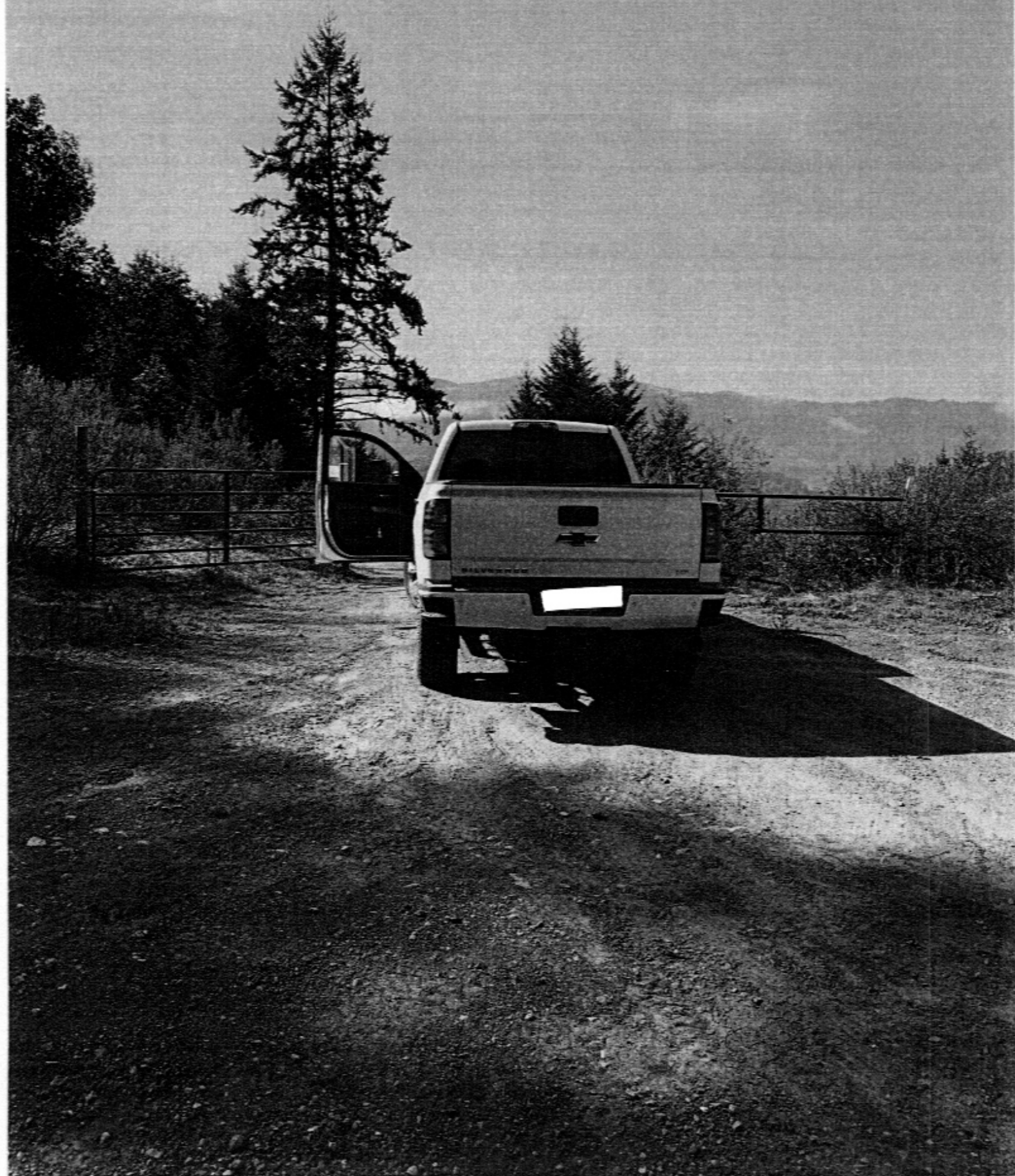












Recording Requested by:

RECORDED AT REQUEST OF  
WYSHAM FILE \_\_\_\_\_ DATE \_\_\_\_\_  
VOL. \_\_\_\_\_ OFFICIAL  
PAGE PG

FEB 7 2 47 PM 1980

When Recorded Mail To:

HUMBOLDT COUNTY RECORDS  
GRACE JACKSON, RECORDER

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LARABEE CREEK RANCH

ROAD IMPROVEMENT AND MAINTENANCE AGREEMENT

RECITALS

A. The undersigned ("declarants") are the owners of parcels of real property ("the parcels") located in the Larabee Creek Subdivision, ("the subdivision"), County of Humboldt, State of California, described in Exhibit One to this agreement.

B. Access to parcels is by way of private road to which the owner of each lot has an easement in the nature of a right of way which is appurtenant to each lot.

C. It is necessary to provide for the improvement and maintenance of the roadways and to provide for a mechanism to carry out and enforce the agreements providing for maintenance.

DECLARATION

For the purpose of achieving these goals, the declarants declare that all of the parcels owned by the undersigned shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the parcels or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each

owner of any parcel.

## ARTICLE I

### ROADWAY AND EASEMENT

1. Every owner of every lot shall have a right and easement appurtenant to and which passes with title to each lot. The precise location of these easements is depicted on that certain Record of Survey of Larabee Creek Ranch, recorded on December 18, 1979 in Book 37 of Surveys, pages 41 through 48 inclusive, Humboldt County Records, Humboldt County, California.

2. There shall be established a non-profit unincorporated association known as the Larabee Creek Association ("the association"), which shall be charged with the duties and empowered with the rights set forth in these covenants.

3. Every owner of a parcel shall be a member of the association. Membership shall be appurtenant to and may not be separated from the ownership of a lot.

4. For all of the purposes of the association, parcel owners shall be entitled to one vote for each parcel owned. When more than one person holds an interest in a given parcel, all such persons shall be members, and the single vote for each lot shall be exercised as they may determine among themselves.

5. The association shall adopt at its first regular meeting by-laws, which shall be the governing document for the association. These by-laws shall not conflict with the provisions of these covenants.

6. The association shall be governed by a board of directors, elected by the members of the association as provided for in the by-laws of the association.

7. The association shall hold its first meeting within 45 days of the recording of this agreement.

8. The association shall have the obligations and duties subject to and in accordance with these covenants, to do and perform the following acts for the benefit of its members and for the maintenance and improvement of the subdivisions:

a. The association shall accept parcel owners as members.

b. The association shall maintain or provide for the maintenance of the roadways located within the easement described in Article I, section 1 pursuant to the assessment powers and duties described in these covenants.

c. The association shall levy and collect the assessments described and authorized in Article II of these covenants.

d. The association shall have the duty to take such other action, whether or not expressly authorized by these covenants as may be reasonably necessary to enforce the covenants, conditions and restrictions contained herein.

## ARTICLE II

### FUNDS AND ASSESSMENTS

9. The association shall have the obligation to maintain the roadways which abutt the parcels ("the roadways") in a good, passable condition under all traffic and weather conditions.

10. When the association, acting through its board of directors, determines that repairs or maintenance are necessary to the roadways, the board of directors shall determine the amounts necessary to make such repairs or maintenance. The sum or net estimate so determined

shall be assessed to the owners of the parcels by dividing the assessment by the total number of parcels and assessing the resulting amount to the owner of each parcel. Such assessment shall be given in writing to the owners of each lot and shall be due and payable 60 days after the delivery of such notice.

11. Each assessment levied under this article, together with interest, costs and reasonable attorneys' fees shall be a separate, distinct and personal debt and obligation of the owner against whom it is assessed, and shall bind his heirs, devisees, personal representatives and assigns.

12. Any assessment not paid within 60 days after notice of the assessment has been given shall be deemed to be in default and shall bear interest from that date at the rate of 10% per annum until paid, but the association may, at its discretion, waive interest in a particular instance.

13. In any action brought to recover an assessment, the prevailing party shall be entitled to an award of attorneys' fees and litigation expenses in addition to other relief.

### ARTICLE III

#### MISCELLANEOUS PROVISIONS

14. Amendment Duration:

a. Except as otherwise provided, the provisions of these covenants may be amended by an instrument in writing signed and acknowledged by not less than 75% of the lot owners, which amendment shall be effective upon recordation in the office of the Recorder of Humboldt County.

b. The provisions of these covenants shall continue and be effective for a period of 60 years from the date of the recordation

and shall be automatically extended for successive periods of 10 years or until a majority vote of the voting owners shall determine that they shall terminate.

15. The failure to enforce the provisions of any covenant, condition or restriction contained in these covenants does not constitute a waiver of the right to enforce such provisions.

16. Delivery of Notices and Documents:

Any notice or other document relating to or required by these covenants may be either delivered personally or by mail. If by mail, it shall be deemed to have been delivered 24 hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to the address of the lot within the subdivision owned, in whole or in part, by the lot owner, provided, however, that such address may be changed by an owner by notice in writing delivered to the association.

17. Construction and Severability; Singular and Plural Titles:

a. All of the covenants, conditions and restrictions of these covenants shall be liberally construed together to promote and effectuate the purpose of these covenants as set forth in the recital.

b. The covenants, conditions and restrictions of these covenants shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

c. The singular shall include the plural and plural the singular unless the context requires the contrary, and the

masculine, feminine or neuter shall each include the masculine, feminine and neuter, as the context requires.

d. All captions or titles used in these covenants are intended solely for convenience or reference and shall not affect that which is set forth in any of the terms or provisions of the covenants.

Dated: Feb. 7, 1980

BY: Richard Podder

FOR LOTHLORIEN LAND, INC.

Thomas F. Blanchfield  
THOMAS F. BLANCHFIELD

Donald R. Rickey  
DONALD R. RICKEY

COUNTY OF

MENDOCINO

25

ON February 7, 1980,  
before me, the undersigned, a Notary Public in and for said State, personally appeared

Donald R. Rickey & Thomas F. Blanchfield

known to me,  
to be the person s whose name s are subscribed to the within instrument,  
and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Sharon E. Collins

Notary Public in and for said State.

ACKNOWLEDGMENT—General—Wolcotts Form 233—Rev. 3-64

STATE OF CALIFORNIA,

COUNTY OF MENDOCINO

ss.

ON February 7, 1980, 1980,  
before me, the undersigned, a Notary Public in and for said State, personally appeared

Richard L. Padula

Vice President

known to me to be the  
of the LOTHLORIEN LAND, INC.  
the Corporation that executed the within instrument, known to me to be the person who  
executed the within instrument, on behalf of the Corporation, therein named, and acknowledged  
to me that such Corporation executed the same.

WITNESS my hand and official seal.

Sharon E. Collins

Notary Public in and for said State.

ACKNOWLEDGMENT—Corporation—Wolcotts Form 222—Rev. 3-64

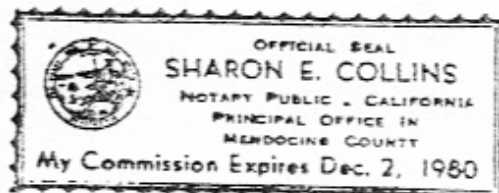
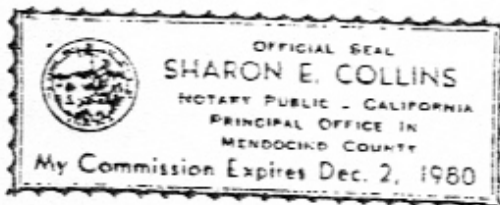


EXHIBIT ONE

All that real property situated in the County of Humboldt, State of California, as shown on Parcel Map #64 (LARABEE CREEK RANCH) filed in the Recorder's Office of Humboldt County, Book 1 of Parcel Maps, Pages 95-114, inclusive, excluding therefrom parcel 62.

Recording Requested By:

Western Title Insurance Co.

When Recorded Mail to:

Western Title Insurance Co.

1007  
Western Title Insurance  
VOL 1602 30  
JAN 23 11 29 AM 1950  
HUMBOLDT COUNTY RECORDS  
GRACE JACKSON, RECORDER  
*Mary Brazil* DEPUTY  
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BYLAWS OF LARABEE CREEK ASSOCIATION

ARTICLE 1

PLAN OF OWNERSHIP

1. Applicability of recorded road agreement. Certain parcels ("the parcels") in the project known as Larabee Creek Subdivision are made subject to the provisions of the road improvement and maintenance agreement ("the road agreement") recorded simultaneously with these bylaws in the office of the recorder of Humboldt County, California.

2. Applicability of bylaws to property. The provisions of these bylaws are applicable to the parcels.

3. Applicability of bylaws to persons. All present and future owners, lessees, and mortgagees, their employees, and any other person who may use the parcels in any manner shall be subject to these bylaws, the road agreement and relevant parcel deeds.

ARTICLE 2

FORM OF ADMINISTRATION

1. The association and the governing board. The common affairs of the parcels relating to common roads ("the roadways or

the roads") shall be administered and managed by an unincorporated association of parcel owners, having the name Larabee Creek Association ("the association"). All power and authority of the association shall be exercised through its board of directors, to be known as the governing board.

2. Composition of governing board. The association initially shall have 5 directors, who shall be members of the association.

3. Powers and duties of governing board. The governing board shall have the powers and duties necessary for the administration of the roads and may do all acts and things as are not by law by the road agreement, or by these bylaws directed to be exercised and done by its members. The powers and duties to be exercised by the governing board shall include, but shall not be limited to, the following:

a. Maintenance, repair and replacement of the common roadways in the project;

b. Determination, assessment and collection of funds for common expenses and payment of such expenses;

c. Adoption, distribution, amendment and enforcement of rules governing the use and operation of the roads subject to the right of a majority of members to change any such rules;

d. Procurement and maintenance of insurance as hereinafter provided;

e. Maintenance of accounting records, in accordance with law and generally accepted accounting principles, which

records shall be made available for inspection by parcel owners and mortgagees at all reasonable times;

f. Authorization and prosecution, in the name of the association, of any and all actions and proceedings deemed necessary or appropriate in furtherance of the interest of parcel owners generally including suits to recover money judgments for unpaid assessments;

g. Entry into any and all contracts deemed necessary or appropriate in furtherance of the interest of parcel owners generally;

h. Employment and dismissal of personnel deemed necessary or appropriate for the maintenance and operation of the roads; and

i. Establishment of bank accounts in the name of the association and authorization of signatories therefor.

4. Board members. The members of the board of directors shall be elected from among the members. Each parcel shall be entitled to one vote. The term of each director shall be one year.

5. Removal of board member. A member of the board may be removed and replaced at any time by the written designation filed with the board of all of the record owners of a majority of the parcels.

6. Meetings of governing board. Meetings of the governing board may be held at such times and places as shall from time to time be determined by the board; provided, however, that at least

one such meeting shall be held during each calendar year. Notice of each regular meeting of the governing board shall be given to each board member personally, or by mail, telephone, or telegraph, at least 20 days prior to the date set for such meeting.

7. Special meetings of governing board. Special meetings of the governing board may be called by the president, and shall be called by the president or secretary on the written request of at least 3 board members, on 10 days' notice to each board member, given personally, or by mail, telephone or telegraph. Notices by first class mail, addressed to the unit represented by the board member shall be sufficient. Any such notice shall state the time, place and purpose of the meeting.

8. Governing board meetings open to parcel owners. All meetings of the governing board shall be open to all parcel owners.

9. Board members' waiver of notice of meeting. Any board member may at any time waive notice of any meeting of the board in writing, and any such written waiver shall be deemed equivalent to the giving of the notice required herein. Attendance of any board meeting by a member shall constitute a waiver by him or her of notice of the time and place thereof. If all board members are present at any meeting of the board, no notice shall be required, and any business may be transacted at any such meeting.

10. Quorum of governing board. At all meetings of the governing board, a majority of the board shall constitute a quorum for the transaction of business, and the acts of a majority of members present at a meeting at which a quorum is present

shall constitute the acts of the board. If at any meeting of the governing board there be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

11. Minutes of board meetings. Minutes shall be taken at all meetings of the governing board.

12. Compensation of board members. No member of the governing board shall receive compensation for acting as such, but by resolution of the board, a fixed fee and expenses of attendance may be allowed for attendance at each regular and special meeting. Nothing herein contained shall be construed to preclude any board member from serving the board in any other capacity and receiving compensation therefor.

13. Liability of governing board members. Members of the governing board shall not be liable to parcel owners for mistakes in judgment, for negligence, or otherwise, except for their own willful misconduct or bad faith. Nor shall members of the board be personally liable with respect to any contract made by them on behalf of the association, and parcel owners shall indemnify the board and each member thereof against all contractual liability to third parties arising out of contracts made by the board on behalf of the association. However, such indemnification shall not extend to any contract made in bad faith or contrary to the provisions of the road agreement or of these bylaws. Every

agreement made by the governing board or by any managing agent or manager employed by the board on behalf of the association shall provide that the members of the board, or the managing agent or manager, as the case may be, are acting only as agents for the parcel owners, and shall have no personal liability thereunder except as parcel owners, and shall further provide that each parcel owner's liability thereunder is limited to the proportion of the total liability thereunder that his or her interest bears to the interests of all parcel owners.

### ARTICLE 3

#### OFFICERS

1. Designation. The principal officers of the association shall be a president, a secretary and a treasurer, all of whom shall be elected by and from the governing board.

2. Election of officers. The officers of the association shall be elected annually by the governing board at its organizational meeting, and shall hold office at the pleasure of the board.

3. Removal of officers. On the affirmative vote of a majority of the members of the governing board, any officer may be removed, with or without cause, and his or her successor may be elected at any regular meeting of the board, or at any special meeting of the board called for that purpose.

4. President. The president shall be the chief executive officer of the association. He or she shall preside at all meetings of the governing board and of parcel owners. He or she

shall have all general powers and duties that are incident to the office of president of a California corporation not for profit including, without limitation, the power to appoint committees from among the owners from time to time as he or she may deem appropriate to assist in the conduct of the affairs of the association.

5. Secretary. The secretary shall keep the minutes of all meetings of the governing board and of parcel owners; he or she shall have charge of such books and papers as the governing board may determine; and he or she shall, in general, perform all the duties incident to the office of secretary of a California corporation not for profit.

6. Treasurer. The treasurer shall have responsibility for the funds and securities of the association, for keeping full and accurate accounts showing all receipts and disbursements, and for the preparation of all necessary financial statements. He or she shall be responsible for the deposit of all monies and other valuable effects in the name of the governing board or managing agent, in such depositories as may from time to time be designated by the governing board, and shall, in general, perform all duties incident to the office of treasurer of a California corporation not for profit.

7. Compensation. No officer shall receive any compensation from the association for acting as such; provided, however, that nothing contained herein shall be construed to preclude any officer from serving the association in any other capacity, and receiving compensation therefor.

## ARTICLE 4

### OPERATION OF PROPERTY

1. Determination of common charges. Each year, the governing board shall prepare a proposed budget of common expenses for the association. This budget shall include projections of common expenses, common revenues (from sources, if any, other than assessments of parcel owners), the amount of common charges required to meet the excess of the former over the latter, and an allocation and assessment of such common charges against parcel owners proportionate to each parcel owner's interest.

As used in these bylaws, the term "common expenses" or "common charges" shall mean expenses or charges for which parcel owners are proportionately liable, and shall include, but shall not be limited to the following:

- a. All expenses of administration, maintenance, repair and replacement of common roadways.
- b. Insurance premiums on all policies of insurance obtained by the governing board.
- c. Working capital reserve.
- d. General operating reserve.
- e. Repair and replacement reserve.
- f. All other amounts that the owners may agree upon or that the governing board may deem necessary or appropriate for necessary operation, administration and maintenance.
- g. All other amounts designated common expenses by the road agreement, by the bylaws, or by law.

A copy of the proposed budget will be mailed to each parcel owner not less than 30 days prior to the meeting at which the budget will be considered by the board, together with a notice of that meeting. A final budget of common expenses will be adopted by the board at such meeting. Each parcel owner will be advised in writing of the amount payable by such parcel owner or owners during the following year.

2. Collection of assessments. The governing board shall, by suitable written notice, assess common charges against parcel owners annually on January 15, each such assessment covering the next succeeding 12 months. One-twelfth of each assessment shall be payable in advance on the fifteenth day of each month. If any such installment remains unpaid for more than 10 days from the date due, the governing board shall take prompt action to collect it. Failure to make a monthly payment shall make the entire remaining balance of the annual assessment due and payable.

3. Common surplus. If in any taxable year the net receipts of the association from assessments and all other sources except casualty insurance proceeds and other nonrecurring items exceeds the sum of (a) total common expenses for which payment has been made or liability incurred within the taxable year, and (b) reasonable reserves for common expenses and other liabilities in the next succeeding taxable year as may be determined by the governing board, such excess shall be retained and applied to lessen the assessments for the next succeeding year, the amount of such reduction for each parcel owner being in proportion to his or her interest.

4. Liability for assessments. All parcel owners are obligated to pay the common charges assessed by the governing board at the times set forth in these bylaws. No parcel owner may exempt himself/herself from liability for any assessment for common charges by waiver of the use or enjoyment of any of the common areas or by the abandonment of a parcel. However, no parcel owner shall be liable for any assessment for common charges against a parcel subsequent to a sale, transfer, or other conveyance of such parcel. Moreover, any owner of a parcel that is free and clear of all liens and encumbrances other than a first mortgage and the statutory lien for unpaid common charges, may, subject to the provisions of these bylaws, convey such parcel to the governing board or its designee, corporate or otherwise, as grantee on behalf of all other parcel owners, and such conveyance shall exempt the owner from liability for any common charges assessed thereafter. In all voluntary conveyances of parcels, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his or her share of common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover over against the grantor for any amounts paid by the grantee. However, any such grantee, or any mortgagee shall be entitled, within 10 days after making request therefor, to a certificate from the governing board, or the managing agent or manager, as the case may be, setting forth the amount of unpaid assessments pertaining to such parcel, and in such event, any person other than the grantor who

relies on such certificate shall be entitled to rely thereon, and shall not be liable for any amounts in excess of the amount stated therein. A mortgagee or other purchaser of a parcel at a foreclosure sale shall not be liable for nonpayment of any common charges assessed prior to the date of the foreclosure sale, and such parcel shall not be subject to a lien for nonpayment of such charges except as otherwise herein provided.

5. Default in payment of common charges. In the event a parcel owner shall fail for 30 days following the due date thereof, to pay to the governing board the common charges assessed against a parcel, such parcel owner shall be deemed to be in default, and shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including reasonable attorneys' fees, incurred by the governing board in any proceeding brought to collect the same.

6. Maintenance and repair.

a. All maintenance, repairs and replacements to the private roadways shall be the responsibility of the governing board and shall be charged to all parcel owners as common expenses unless such maintenance, repairs, or replacements are necessitated by the negligence or misconduct of individual parcel owners, in which case they shall be the responsibility of, and shall be charged to such individual parcel owners.

b. Each parcel owner shall be responsible for and reimburse the association for any expenditures incurred in repairing or replacing any common areas damaged through his or her fault.

7. Liability insurance. The governing board, or the manager or managing agent, as the case may be, shall obtain and continue in effect insurance against liability for personal injury and death and for damage to property arising from accidents occurring within the roadway in such amounts as shall be determined by the governing board. The premium for such insurance shall be a common expense.

8. Abatement of violations. Violation of any provision of the road agreement, a parcel deed, these bylaws, or any rule or regulation adopted pursuant hereto, shall give the governing board acting on behalf of all parcel owners, the right, in addition to any other rights set forth herein, to enjoin, abate, or remedy the continuance of such violation or breach by appropriate legal proceedings, or to bring an action for recovering of damages.

## ARTICLE 5

### SALES AND TRANSFERS OF PARCELS

1. Compliance with article. No parcel owner may sell, transfer or otherwise convey a parcel or any interest therein except by complying with the provisions of this article.

2. Severance of ownership. Any sale or conveyance of a parcel must include the sale and conveyance of the interest of the seller in any parcels theretofore acquired by the governing board, or the proceeds of the sale or lease thereof, and the interest of the seller in any other assets of the association (collectively "appurtenant interests"). No part of the appur-

tenant interests any parcel may be sold, transferred, or otherwise disposed of except as part of a sale, transfer, or other disposition of the parcel to which such interests are appurtenant, or as a part of a sale, transfer, or other disposition of such part of the appurtenant interests of all parcels. Any deed, mortgage, or other instrument purporting to affect a parcel or one or more appurtenant interests without including all such interests shall be deemed to include the interest or interests so omitted, it being the intention hereof to prevent any severance of combined ownership of parcels and their appurtenant interests.

#### ARTICLE 6

##### EMINENT DOMAIN

Condemnation of the roads. If all or any part of the roads is taken, injured, or destroyed by eminent domain, each parcel owner shall be entitled to notice of such taking and to participate through the association in the proceedings incident thereto. Any damages shall be for the taking, injury, or destruction as a whole, and shall be collected by the governing board.

#### ARTICLE 7

##### RECORDS

Records; certification. The treasurer shall keep detailed records of all actions of the governing boards, including financial records and books of account of the association, kept in accordance with generally accepted accounting principles. Such records shall include a chronological record of all receipts and disbursements. A separate account shall also be kept for

each parcel, containing, among other things, the amount of each assessment against such parcel, the date when due, amounts paid thereon, and the balance remaining due. The governing board shall also prepare an annual written report summarizing receipts and disbursements of the association, copies of which shall be made available to all parcel owners.

## ARTICLE 8

### MISCELLANEOUS

1. Notices. All notices required or permitted to be sent to the governing board shall be sent by registered or certified mail in care of the manager or managing agents, or if there be no manager or managing agent, to the office of the board, or to such other address as the board may, from time to time designate. All notices required or permitted to be sent to any parcel owner shall be sent by first class mail to the parcel or to such other address as an owner may have designated in writing to the governing board. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

2. Waiver. No restriction, condition, obligation, or provision contained in these bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations and failures to enforce that may occur.

3. Invalidity. If any provision or provisions of these bylaws is or are declared invalid, such invalidity shall in no

way impair or affect the validity, enforceability, or effect of the remaining provisions of these bylaws.

4. Captions. Captions are inserted in these bylaws for convenience and reference only, and shall not be taken in any way to limit or describe the scope of these bylaws or any provision hereof.

## ARTICLE 9

### AMENDMENTS

Amendments. These bylaws may be amended or supplemented at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or proxy. Any such amendment or supplement shall be filed for record in the office in which these bylaws are recorded.

## ARTICLE 10

### CONTROLLING PROVISIONS

Conflicts. In the case of any conflict between the road agreement and these bylaws, the road agreement shall control.

We, the undersigned, being all of the directors of Larabee Creek Association, do hereby certify that we are entitled to exercise all of the voting rights of the association and that we hereby assent to the within and foregoing bylaws and hereby adopt the same as the bylaws of the association.

In witness whereof, we have executed these bylaws on Jan 22, 1980.

Donald R. Rieken

Thomas F. Blanchfield

LOTHARIEN LAND INC.

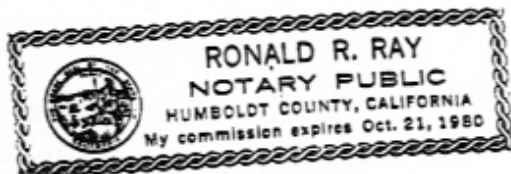
By: Robert J. Pate Jr.

for Lottholen Land Inc.

STATE OF CALIFORNIA  
County of Humboldt ) ss  
On January 22

, 19 80 before me, the undersigned, a Notary Public, in and for  
said State, personally appeared Richard L. Padula ~~and~~  
known to me to be the Vice President ~~and the~~  
~~Secretary~~ of the corporation that executed the within instrument, and also known to me to be  
the persons who executed it on behalf of such corporation, and acknowledged to me that such  
corporation executed the same, and further acknowledged to me that such corporation executed  
the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

Ronald R. Ray  
Notary Public



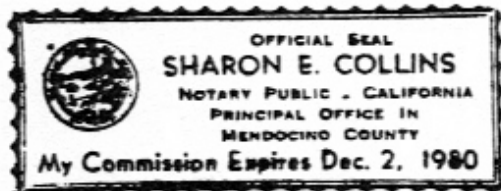
STATE OF CALIFORNIA,

COUNTY OF Mendocino ) ss.

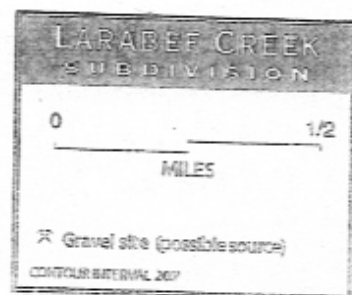
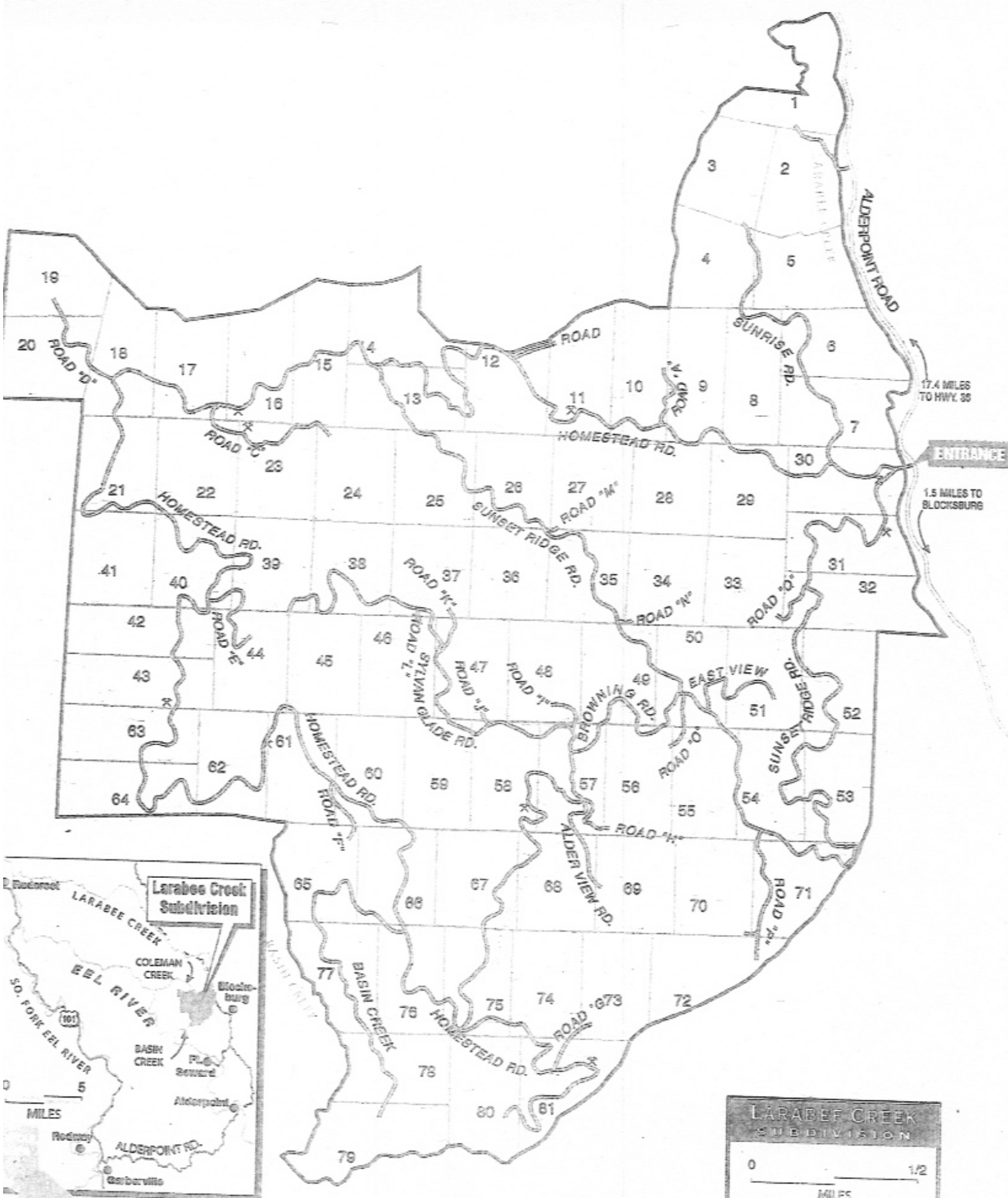
ON January 16, 1980, 19\_\_\_\_  
before me, the undersigned, a Notary Public in and for said State, personally appeared

Thomas Blanchfield, known to me,  
to be the person whose name is subscribed to the within instrument,  
and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



Sharon E. Collins  
Notary Public in and for said State.



1990-12920-3

RECORDED - OFFICIAL RECORDS  
HUMBOLDT COUNTY, CALIFORNIA  
**STEPHEN A. STRAWN, RECORDER**  
Recorded by LARABEE CREEK ASSN

Rec Fee 9.00

Clerk: PA Total: 9.00  
Jun 1, 1990 at 14:37

Recording Requested by:  
Larabee Creek Association

Recording Reference:

When Recorded Mail to:  
Larabee Creek Association  
P. O. Box 101  
Blocksburg, CA 95414

2579  
Vol 1603 pg. 369  
Feb. 7, 1980

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The following supplement is added to the Bylaws of Larabee Creek Association, Subsection "C" to Article 4, Operation of Property, Section 6. Maintenance and Repair, Page 11, as voted on and approved at the Annual Meeting on November 18, 1989.

c. All subdivision roads and bridges which are the responsibility of the Association to maintain shall have the following restrictions:

1. No caterpillar type steel crawlers are allowed to travel the association roads unless they are on a rubber wheeled vehicle or trailer.
2. Each parcel shall be restricted to not more than 5 yearly round trips of vehicles weighing over 20 tons gross. Any trips in excess of 5, but less than 12, shall be levied a fee of \$20.00 per round trip plus \$5.00 per mile for all traveled miles. All vehicles over 20 tons gross shall be limited to a speed of 5 miles per hour and if more than 5 round trips are made a day the operator must wet down the portion of road traveled for dust control during any dry periods. If the operator fails to do so the Governing Board can hire someone to do it and charge the operator for all related costs. Travel may be restricted, at the option of the Board, during the rainy season if roads are unable to withstand the weight limits.
3. Any operation exceeding the limits described in 2 above shall pay the Association \$20.00 per round trip, \$5.00 per traveled mile, any common stump fees and shall have the choice of a of b below:
  - a. Pay all costs for a registered engineer, approved by the Board, to inspect the bridges and roads before operations

b. Pay the Association a fee of \$15,000.00 prior to beginning any operations. After the operations are completed the operator shall also be responsible for any damages beyond normal road maintenance, such as bridge or culvert damage, that are attributed to the operation as determined by the Governing Board.

4. These provisions do not apply to: 1) road and bridge work that is authorized by the Governing Board, 2) fire protection and emergency vehicles.

Board of Directors, Larabee Creek Association

Stanley W. Moen  
Stanley W. Moen

Thomas H. Richardson  
Thomas H. Richardson

Rebecca J. Rupp  
Rebecca J. Rupp

Paul M. Rupp  
Paul M. Rupp

Kurt H. Stevens  
Kurt H. Stevens

Part of page #1

(continued)

and pay for and perform any work deemed necessary by the engineer prior to beginning operations. The engineer shall also provide the Board an estimate of the cost of damages, repairs and routine maintenance likely to occur during the operations and the operators shall post a performance bond in that amount prior to beginning operations. After the operations are complete the operator shall pay for all actual damages, repairs and routine maintenance that are attributed to the operation by the engineer as well as the engineer's fees. In no event shall the performance bond limit the amount for which the operator will be liable.