RECORDING REQUESTED BY

Goldside Estates Homeowners Association
P.O. Box 943
Oakhurst, California 93644

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Madera County Recorder
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Fees....	70.00
Taxes...	0.00
Other...	0.00
AMT PAID	$70.00

CORRECTED AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TRACT NO. 171 AND TRACT NO. 173, GOLDSIDE ESTATES

THIS DECLARATION, originally made on the 20th day of July, 1972, by E.S. Curtis, Mary E. Curtis, E.S. Curtis, Jr., Joan J. Curtis, Tharrell D. Ming and Dinah L. Ming, is hereby amended by a majority vote of the Goldside Estates Homeowners Association on this 10th day of June, 2000.

WITNESSETH THAT:

WHEREAS, Goldside Estates Homeowners Association is the owner of certain real property described as TRACT NO. 171 and TRACT NO. 173, comprising Lots 1 through 142, inclusive, upon the map of said tract recorded July 20, 1972, in the Office of the County recorder of Madera County, California, in Book 18 of Maps, at pages 33 to 34, inclusive and in Book 22 of Maps, at pages 118 to 119 inclusive, and in Book 25 of Maps at page 15; and

WHEREAS, said Tracts No. 171 and No. 173 are one of several subdivisions contemplated in a general development plan for the area to be known as "Goldside Estates", containing an area of approximately 480 single family residential lots and community facility lots, subject, however, to a possible enlargement of the overall area by not more than 160 acres, subdivided in lots as herein described, not to exceed 320 in number, should Goldside Estates Homeowners Association acquire additional properties contiguous to the general development area; and

WHEREAS, Goldside Estates Homeowners Association desires and intends by this Declaration to impose upon the property within said subdivisions the mutual and beneficial restrictions, covenants, conditions and charges provided for by this Declaration, with the intent that this will assure a general plan of improvement, maintenance, use and development of the property within said subdivisions and will provide permanent areas for recreational purposes, all of which will benefit said property and the future owners of property within said subdivisions and within the Development.

NOW, THEREFORE, Goldside Estates Homeowners Association hereby declares that all of the real property described as Tracts 171 and 173, Goldside Estates, shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following limitations, restrictions, covenants, and conditions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said real property and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the real property and every part thereof. All of the limitations, covenants, restrictions and conditions shall run with said real property and all other property made subject hereto, including any property annexed to the overall development, of which this subdivision is a part and shall be binding on all parties having or acquiring any right, title or interest in said real property or any part thereof, and shall be for the benefit of each owner of any portion of said real property, or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof.

1. Unless the context otherwise specifies or requires, the terms defined in this paragraph shall, for all purposes of these covenants and restrictions, have the following meanings:
    a. Association. The term "Association" shall mean the Goldside Estates Homeowners Association, or its successor.
    b. Association Rules. The term "Association Rules" shall mean the rules from time to time in effect, pursuant to the provisions of the By-Laws of the Association.
    c. Development. The term "Development" shall mean (1) all of the real property consisting of approximately 260 acres situated in the County of Madera, California, which is being developed by Goldside Estates Homeowners Association, and of which the parcel of property included in the subdivision map of said "Tract 171 and Tract 173" is a part, and (2) any property annexed to the development pursuant to the terms hereof.
    d. Board. The term "Board" shall mean the Board of Directors of the Goldside Estates Homeowners Association.
    e. By-Laws. The term "By-Laws" shall mean the By-Laws of the Association, as such By-Laws may from time to time be amended.
    f. Association Property. The term " Association Property' shall mean and include collectively, all real and personal property, conveyed to the Association and the following facilities located, or to be located, within the development:
        i. Entrance consisting of a structure establishing the identity of Goldside Estates;
        ii. Wilderness Area and Equestrian Trails;
        iii. Nine-hole short pitch and putt Golf Course;

iv. Any other facilities, recreational or otherwise, owned and maintained or controlled for the common use, benefit and enjoyment of the owners of real property within the Development.

g. Restrictions. The term "Restrictions" shall mean the limitations, restrictions, covenants, terms and conditions set forth herein as same may from time to time be amended, supplemented and modified.

h. Environmental Control Committee. The term "Environmental Control Committee" shall mean the Committee created pursuant to paragraph 3.

i. Fiscal Year. The term "Fiscal Year" shall mean the year from July 1 through June 30.

j. Improvements. The term "Improvements" shall mean buildings, roads, pools, courts, paddocks, corrals, driveways, parking areas, fences, retaining walls, stairs, decks, landscaping, poles, signs, and any structures of any type or kind.

k. Notice. The term "Notice" shall mean a notice delivered pursuant to paragraph 18 following.

l. Owner. The term "Owner" shall mean the person or entity holding the fee ownership of a lot.

m. Residence. The term "Residence" shall mean the building or buildings used for residential purposes, together with garage or carport.

n. Residential Lot. The term "Residential Lot" shall mean any lot intended to be improved with a single-family residence.

o. Road. The term " Road" shall mean any vehicular way designated on a subdivision map by street name.

p. Structure. The term "Structure" shall mean anything constructed or erected, the use of which requires location on the ground.

q. Subdivision Map. The term "Subdivision Map" shall mean (1) any final map within the meaning of the provisions of Division 4, Part 2, Chapter 2, of the Business and Professions Code of the State of California, or (2) any final record of survey map within the meaning of the provisions of Division 3, Chapter 15, Article 5, of the Business and Professions Code of the State of California, as such provisions may from time to time be amended.

r. Water Company. The term "Water Company" shall mean the Hillview Water Company, Inc., a public utility company.

2. Goldside Estates Homeowners Association shall have the right to so annex real property to the development provided all of the following conditions are satisfied:

a. Said property is contiguous to property within the development upon which a subdivision map has been recorded. The requirements of contiguity shall be met notwithstanding the fact that such property is separated by a County road, street, river, or highway or by a State highway, or is connected to

property within the Development by a road shown on a subdivision map previously recorded on a tract of the Development.

b. A declaration is recorded with respect to said real property to be annexed which:
   i. Describes said real property;
   ii. Provides that said real property is subject to these restrictions as same may be amended; and
   iii. Sets forth any modifications or amendments to these restrictions, and any other or additional covenants and restrictions, which are applicable to such annexed property.

c. After such annexation, the owners of all lots therein shall be members of the Association.

d. After such annexation, there will not be more than a combined total of 800 residential lots in the development unless the owners of three-fourths (3/4ths) of the lots, other than lots owned by Goldside Estates Homeowners Association, in the development, shall have approved in writing the annexation of such property.

e. That the subdivision map on said property to be annexed is recorded within three (3) years after the date of issuance of the most recent Final Public Report by the Department of Real Estate of the State of California on a subdivision within the development unless the owners of three-fourths (3/4ths) of the lots, other than lots owned by Goldside Estates Homeowners Association in the development, shall have approved in writing the annexation of such property.

Upon any such annexation becoming effective, the property covered by such annexation shall become a part of the Development and the owners of lots within said annexed property shall have the same rights and obligations as the owners of lots within the Development, subject to any amendments and modifications of these covenants and restrictions applicable to said annexed property, and the Association shall have the same jurisdiction over said annexed property and ownership of facilities and property as in the case of other tracts within the Development.

3. No building, mobile home, modular building, prefabricated unit, garage, patio, fence or other structure shall be constructed, erected, altered, remodeled, placed, maintained or be permitted to remain on any lot in the tract or any portion thereof unless and until three complete sets of plans and specifications thereof, including, finished grading plans, plot plan showing location of such structure on the lot, floor and room plan, exterior elevations, sections and salient exterior details and color scheme, including the type and location of hedges and fences, and the location of all existing trees and shrubs shall have been submitted to and approved

in writing by the Chairman and any two (2) members of the Environmental Control Committee.

Said plans and specifications shall be delivered to the office of Goldside Estates Homeowners Association, P. O. Box 943, Oakhurst, California, 93644, or at such other place as shall be designated by the Association, together with a checking fee therefore.

4. The Environmental Control Committee shall have the power and authority to approve or disapprove the plans and specifications, and approval of such plans, specifications and plot plan may be withheld not only because of noncompliance with any of the specific covenants, conditions and restrictions contained in this Declaration, but also by the reasonable dissatisfaction of the Committee with the grading plan, location of the structure on the lot, the finished ground elevation, the color scheme, finish, design, proportions, architecture, shape, height and style of the proposed structure or altered structures, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee, will render the proposed structure inharmonious or out of keeping with the general plan of improvement of said tract or with the structures erected on other lots in the said tract or the failure to adapt to the natural surroundings. Said Committee may, if it so desires, adopt rules governing its procedure.
   a. The approval of the Committee of any plans or specifications submitted for approval as herein specified for use on any lot shall not be deemed a waiver by the Committee of its right to object to any of the features or elements embodied in such plans and specifications submitted for approval as herein provided for use on other building sites.
   b. If the Committee fails to approve or disapprove such plans and specifications and plot plan within thirty (30) days after said plans, specifications and plot plan have been submitted to it, and payment of the fee provided for herein, it shall be presumed that the Committee has approved said plans, specifications and plot plan as submitted. If, after such plans and specifications and plot plan have been approved, the building, fence, or other structure shall be altered, erected or maintained upon the lot otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee having been obtained as required by this declaration.
   c. Fees may be charged by said Committee for applications submitted to it, but in no event shall any such fee exceed the sum of $150.00.

5. No fence, wall or hedge shall be planted, erected, located or maintained upon any lot in such location or at such height as to unreasonably obstruct the view from any other lot or lots in said tract. The Environmental Control Committee shall have the power and authority to modify the conditions and restrictions contained in this subdivision as to any lot in said tract, if said Committee, in its absolute discretion, deems it necessary or advisable to do so.
   a. If, due to the shape or topography thereof, the owner of any lot should desire to install thereon any building, structure or improvement so close to any boundary line of such lot that it would violate the setback provisions contained in paragraph 7 hereof, he may present a plat of the proposed location thereof and the full plans and specifications thereof to said Environmental Control Committee, together with such contour map as may be required by such Committee. If said Committee should in its discretion determine that the desired location is of prime importance to the convenient and beneficial use of such lot and that, in the light of the other circumstances, including the proposed plan, such building structure or improvement so located will not be unduly detrimental to said tract in general or to adjoining properties in particular and if such Committee should approve in writing the proposed location thereof and the plans and specifications therefore, then and in such events, the erection and maintenance of such building, structure or improvement on such approved location and in accordance with such approved plans and specifications may be effected notwithstanding the limitations expressed herein. Provided, further, that such approval by said Committee shall not relieve the owner from obtaining the consent and approval, when necessary, of the appropriate department or commission of the County of Madera.
   b. No shed, tent or garage shall at any time be used as a residence temporarily or permanently upon any part of said property, except that, during the period of construction of a permanent structure, a temporary structure may be permitted. Such permission must be obtained from the Environmental Control Committee.
   ✓c. All fencing constructed upon any lot shall be approved by the Environmental Control Committee.

6. No building, structure or improvement shall be constructed, erected, altered, placed or be permitted to remain on lots other than a single family residence designed for occupation by not more than one family; provided, however, that if and while two or more of said lots in said Tract or portions thereof having a combined area equal to or greater than the original area of either of said lots which are contiguous, are held in the same ownership and only one main residence is located on said combined area the other lot or lots or portions thereof may be used for a private garage and grounds appurtenant to such main residence.

7. Each lot described in paragraph 6 hereof shall be subject to certain setback requirements, which are as follows:
   a. No building or any part thereof, shall be placed, erected or maintained on any of said lots within twenty-five (25) feet of the front lot line or nearer than twenty (20) feet of the rear lot line. For the purposes hereof, any access strip which connects such lot to a road, shall not be deemed to be a part of such lot.
   b. A side yard shall be maintained on each of said lots of not less than ten (10) feet from all side lot lines to the exterior wall of any structure, with a minimum clearance of seven and one-half (7-1/2) feet from eaves or other projections to said lot line.

8. Each residential lot described herein shall be subject to the following provisions:
   a. Each residence built upon a residential lot, shall contain not less than twelve hundred (1200) square feet of fully enclosed floor area to be devoted to living purposes (exclusive of roofed or unroofed porches, terraces, decks, garages and carports).
   b. Each residential lot shall provide for an area of not less than three hundred twenty (320) square feet for off road parking facilities.
   c. All trash, rubbish and garbage receptacles, exterior incinerators, clotheslines and outside drying or airing facilities, and storage areas, maintenance equipment and every tank for fuel storage shall be installed, and screened from public view.
   d. No exterior antenna of any sort shall be installed or maintained on any residential lot unless approved by the Environmental Control Committee, provided, however, that this restriction shall not apply to any satellite dish less than twenty four (24) inches in diameter.
   e. No outside toilet shall be constructed on any residential lot except that, during the course of construction of a permanent dwelling on the lots, a temporary facility may be utilized. All plumbing fixtures, dishwashers, toilets, or sewer disposal systems shall be connected to a septic tank or other sewage system.
   f. No individual water well shall be drilled, constructed, maintained or used on any residential lot unless such well is owned, drilled, constructed and maintained by the Water Company or approved by the Environmental Control Committee.
   g. No structure shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

9. There shall be no partition or division of any lot within this tract; provided, however, that if any such lot or lots be owned by two or more co-tenants as joint

tenants or tenants in common, nothing herein contained shall restrain or prevent a partition of the record ownership as between such co-tenants.

10. The following restrictions shall apply to all Association Property:
    a. The following persons shall have the exclusive right of use of Association Property: (except Roads as defined in paragraph 1.o. herein)
        i. Owners of property in the Development, the families, invitees, guests, employees and agents of such owners; and
        ii. The Association, for maintenance purposes (including the maintenance of Roads); and
        iii. The Association and its members, guests, sublessees, tenants, concessionaires, invitees, employees and agents; and
        iv. Such other persons or entities as the Association shall from time to time grant the right of use.
    b. The use of Association Property shall be subject to rules and regulations as are prescribed by the Association from time to time.
    c. There shall be no use of Association Property which injures, erodes, or scars the area of the vegetation thereon, or increased the cost of maintenance thereof, unless expressly permitted by the Association.
    d. There shall be no hunting or discharge of firearms on any Association Property unless the Association has adopted, and there are in effect, rules and regulations permitting same and then only in strict accordance with the provisions of said rules and regulations as same shall be amended from time to time.
    e. No improvement, excavation or work, which in any way alters such property, shall be made or done except upon strict compliance with the following provisions of this section.
    f. If the Association, or any person or entity proposes to construct or reconstruct, or to refinish or alter the exterior of any improvement located or to be located upon the Association Property, to make or create any excavation or fill, or to change the natural or existing drainage of surface waters, or to remove any trees, shrubs, or ground cover, it shall not do so until a permit has been obtained from the Environmental Control Committee. The Association, person or entity proposing to do such work shall submit to the Environmental Control Committee for approval two sets of final plans and specifications for any such work in such form and containing such information as the Environmental Control Committee may require. The Environmental Control Committee shall approve the plans and specifications submitted to it pursuant to this paragraph only if all of the following conditions have been satisfied:
        i. If the plans are to construct any new improvement, including any alteration of the exterior appearance of any existing improvement

upon the Association Property, the Environmental Control Committee finds that such improvement complies with these covenants and restrictions; and

ii. That such improvement is reasonably necessary for any utility installation serving any property within the Development or any property to be annexed to the Development, or any property for which an easement has been reserved or granted by the Association; or is desirable in order to provide or improve access to or to enhance the use and enjoyment of any such property; or is desirable to protect or preserve any property within the Development; and

iii. The Environmental Control Committee finds that the proposed work shall not materially prejudice the Development or any owner in the use and enjoyment of this property.

11. The following provisions shall apply to the use of all property subject to these restrictions:

a. The Association, or its duly authorized agents, shall have the right at any time, without liability to the owner, to enter upon any lot for the purpose of enforcing these covenants and restrictions.

b. No improvement, excavation, fill or other work which in any way alters any lot from its natural or improved state existing on the date such lot was first conveyed in fee by the Association to an owner shall be made or done except upon strict compliance with the provisions hereof.

c. Each lot and all improvements located thereon, shall be maintained by the owner thereof in good condition and repair, and in such a manner as not to create a fire hazard, all at owner's expense.

d. Vegetation within any lot shall be planted and maintained in such a manner as to prevent or retard erosion and to encourage the growth of indigenous ground cover.

e. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other owners in the enjoyment of their lots, or the Association Property. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the lot and improvements located thereon, shall be placed or used upon any lot without the prior written approval of the Environmental Control Committee.

f. Camping on a temporary basis shall be permissible only on lots allowed under the laws of the County of Madera and if a permit is granted by the Environmental Control Committee, provided, however, that this restriction shall not prevent such activity in the portion of the Association Property

designated a campground. Any camping on a lot shall be subject to the limitations of, and shall be in strict accordance with, the permit granted by the Environmental Control Committee.

g. Subject to control by the Association rules, only a reasonable number of generally recognized house pets shall be kept on any lot. Horses may be kept on residential lots only if permitted by the laws of the County of Madera and approved by the Environmental Control Committee. All such animals shall be kept in strict accordance with Association rules and ordinances of the County of Madera, and such other regulations as shall be adopted from time to time by the Association relating to keeping of such animals within the Development.

h. No signs whatsoever shall be erected or maintained upon any lot, except:
   i. Such signs as may be required by legal proceedings,
   ii. Residential identification signs of a combined total face area of one (1) square foot or less for each residence,
   iii. During the time of construction of any improvement, job identification signs having a maximum face area of six (6) square feet per sign and of the type usually employed by contractors and subcontractors,
   iv. Not more than one "for sale" or "for rent" sign having a maximum face area of four (4) square feet, on each lot, and
   v. Any sign which does not comply with the above, but has been allowed by written permission of the Environmental Control Committee, provided such sign complies with such permit.

i. No non-operational, unregistered, stripped down, wrecked or junk motor vehicle shall be kept, parked, stored or maintained on any lot. No vans or commercial vehicle bearing commercial insignias or names (except pick-up trucks) shall be parked on any lot except within an enclosed structure or a screened area which prevents such view thereof from adjoining lots, roads, and Association Property unless such vehicle is temporarily parked for the purpose of serving such lot. The parking and storage of mobile homes, truck campers, house trailers, boats, utility trailers, construction equipment and similar vehicles on lots shall be in accordance with Association rules in effect from ume to time. There shall be no parking of vehicles on the roads at any time except in accordance with such rules as shall be adopted from time to time by the Association.

j. No accessory structures shall be constructed, placed or maintained upon any lot prior to the construction of the main structure except by written permit of the Environmental Control Committee, but then only subject to the limitations of such permit, provided that this restriction shall not apply to temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of the main structure.

k. All garbage, rubbish and trash shall be kept in covered containers. In no event shall such containers be maintained so as to be visible from neighboring lots, roads or Association Property. The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with Association rules.

l. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any lot and no derrick, structure, pump or equipment designed for use in drilling for or pumping oil or natural gas shall be erected, maintained or permitted on any lot.

m. No improvement which has been partially or totally destroyed shall be allowed to remain on any lot in such state for more than six (6) months from the date of such destruction.

n. No gainful occupation, profession or trade shall be maintained on any lot or in any structure on any lot without the prior approval of the Environmental Control Committee.

o. There shall be no hunting or discharge of firearms on any lot.

p. Natural surface drainage shall be maintained to permit the natural flow of surface water upon and across the lot in time of storm to avoid damage to the other properties.

12. The Association further declares that there is hereby reserved the following:
    a. All the water and water rights in, under, or flowing over said property, or appurtenant thereto, or to any part thereof, including the right to develop water thereon, transport or export water therefrom.
    b. An easement for the use and benefit of the Water Company, any public utility company or other company authorized to serve in said tract, over and across a strip or land seven and one-half (7 ½) feet in width across the rear and side lines of each lot in the Development.

Each of the rights, easements and servitudes reserved herein shall at all times be and remain a continuing right, easement, and servitude which may be exercised, used, availed of and assigned, at any time and from time to time to the Association, the Water Company, any public utility company, or other company authorized to serve in said tract or the Development, and the exercise, use and assignment of any such right, easement and servitude shall never affect or impair the power of the Association, its successors or assignees, to again exercise, use or assign each and every of said rights, easements and servitudes at any subsequent time.

13. The owner of each lot shall keep such lot free and clear of all weeds and rubbish and do all other things necessary or desirable to keep the premises neat and in good order, and it is hereby agreed that in the event of the default in the performance of this covenant, the Association, its successors or assigns, hereby reserve the right to

enter upon such property and remove all weeds and rubbish and do all other things necessary to place said property in a neat and orderly condition in accordance with this covenant, and the expense thereof shall become due and payable from such owner of said lot, within five (5) days after written demand therefore.

14. The owner of a lot in said tract shall not and shall not permit any other person, firm or corporation, to remove, destroy or materially change the shape of any trees or shrubs growing on said tract without the written consent of the environmental Control Committee. Provided, however, such owner shall do whatever is necessary to the maintenance, care, growth and development of each and every such tree and will for such purpose expend such funds and engage such expert personnel as may be reasonably necessary to adequately maintain and care for such trees.

15. Each of the roads in the Development, which are delineated on a recorded subdivision map, shall be used for access to the lots within that subdivision or for parcels adjacent thereto.

The Association shall, upon recordation of each and every subdivision which is a part of the Development, promptly convey ownership of such roads and roadway easements to the Association. The Association shall have the right to dedicate any road and appurtenant easements to public use, and upon acceptance thereof by the County of Madera or other governmental subdivision, the Association shall have no further obligation to maintain the property so dedicated; provided, however, that any such dedication must be approved by the vote or written consent of three-fourths (3/4ths) of the owners of lots in the Development.

16. The Association.
    a. The Association is a non-profit association charged with the duties and empowered with the rights set forth herein and in its By-Laws. It was created by and its affairs shall be governed by said By-Laws and by these covenants and restrictions\
    b. There shall be one membership in the Association appurtenant to each single-family residential lot. No membership may be severed or separated from such lot and any sale, transfer or conveyance thereof shall operate to transfer the appurtenant membership without the requirement of express reference thereto. Each such membership shall entitle the holder or holders to one (1) vote in the exercise of its rights under the terms hereof.
    c. The Association, in fulfilling any of its duties under these covenants and restrictions, shall:
        i. Contract and pay for, or otherwise provide for, the maintenance, restoration and repair of all Association Property including,

without limiting the generality of the foregoing, all roads and any property leased by the Association.

ii. Obtain, maintain, and pay for such insurance policies or bonds, as the Association shall deem to be appropriate for the protection or benefit of the Development, the Association, the members of the Board, the members of the Environmental Control Committee, or owners, including, but without limitation, workmen's compensation insurance, malicious mischief insurance, automobile non-ownership insurance, public liability and property damage insurance, and performance and fidelity bonds.

iii. Contract and pay for, or otherwise provide for, such utility services to property which it leases or owns, including, but without limitation, water, sewer, garbage, electrical, telephone and gas services, as may from time to time be required.

iv. Contract and pay for, or otherwise provide for, the services for architects, engineers, attorneys and certified public accountants and such other professional and nonprofessional services as the Association deems necessary.

v. Contract and pay for, or otherwise provide for, fire, police and such other protection services as the Association shall from time to time deem necessary for the benefit of the Association Property, or the Development.

vi. Contract and pay for, or otherwise provide for, such materials, supplies, furniture, equipment, and labor, as and to the extent the Association deems necessary.

vii. Pay and discharge any and all liens from time to time placed or imposed upon property of the Association on account of any work done or performed by the Association in fulfillment of any of its duties.

viii. The Association may, from time to time, employ the services of a manager to manage the affairs of the Association and, to the extant not inconsistent with the laws of the State of California and upon such conditions as are otherwise deemed advisable by the Association, the Association may delegate to the manager any of its powers under these restrictions.

ix. The Association shall have the power and authority from time to time to pay, compromise or contest any and all taxes and assessments levied against all or part of any property belonging to the Association.

x. The Association may, from time to time and subject to the provisions of these covenants and restrictions adopt, amend and repeal rules and regulations to be known as "Association Rules"

governing, among other things: (1) the use of Association Property owned and/or leased by the Association, (2) the collection and disposal of refuse, (3) the burning of open fires, (4) the regulation of animals within the Development and (5) other activities in the Development which would adversely effect the peace and enjoyment of residents in the Development.

xi. No member of the board shall be personally liable for any error or omission of the Association, its representatives and employees, the Environmental Control Committee, or the manager, provided the action or inaction of the member has been in good faith.

xii. The Association shall have an operating fund, into which the Association shall deposit all monies paid to it as general assessments and special assessments hereunder, user charges paid by users of Association operated Association Property, miscellaneous fees, and other income to the Association. The Association shall make all disbursements in performing the functions of the Association from this fund.

xiii. Have the exclusive right to grant and collect fees for such easements and licenses to public utility companies as may be reasonably necessary for the installation of utility facilities within Association Property, whether such facilities shall be for services exclusively to the Tract or otherwise.

xiv. Provide for posting of signs in accordance with the governing ordinance of the County of Madera, State of California.

xv. To do all things with respect to any public road contained within or which serves as access to said subdivision, which it is empowered to do herein with respect to nondedicated roads.

xvi. To do all things with respect to any dondedicated road or public road located in another subdivision which serves as access to said subdivision, which it is empowered to do hereinabove with respect to nondedicated streets.

xvii. To enter into contracts with associations or corporations of property owners of neighboring subdivisions for joint maintenance of all roads aforementioned.

The Association shall not have the power to sell or otherwise convey any Association Property except as hereinabove provided.

d. Within thirty (30) days prior to the commencement of each fiscal year, the Board of Directors of the Association shall estimate the costs and expenses to be incurred by the Association during such fiscal year in performing its functions (including a reasonable provision for contingencies and replacements) and shall subtract from such estimate:

i. An amount equal to the anticipated balance (exclusive of any reserves for contingencies and replacements) in the operating fund at the start of such fiscal year; and

ii. The estimated receipts for all user charges, miscellaneous fees and other income to be collected by the Association during the next fiscal year.

e. The net estimate of the amount required by the Association as determined pursuant to paragraph 16 d. above, shall be assessed equally against each "Membership" as defined in paragraph 16.b. above.

i. Assessments shall be levied as of the first day of each fiscal year.

ii. If at any time during any fiscal year, the general assessment proves to be inadequate, the Association may levy a further general assessment against said owners in the amount of such actual or estimated inadequacy, which shall be assessed to the owners on the manner set forth above.

iii. The general assessment shall be due and payable on or before the first day of July of each year unless the Association shall designate a different due date.

iv. The Association shall levy a special assessment against any owner described herein as a direct result of failure to comply with these restrictions, the Association Rules, or the Environmental Control Committee, and the Association expended monies from the operating fund in the enforcement of same. Such special assessment shall be in the amount so expended, and shall be due and payable to the Association when levied.

v. It is understood that no charge or assessment shall be levied against or payable by the Association upon its ownership within the Development.

f. There shall be a development fund, into which the Association shall deposit all monies paid to it as development assessments.

i. The purpose of the development fund is to provide for the development of those recreational facilities the Association may, from time to time, require. In such event, the Association may assess those owners as hereinabove described as a development assessment for such development.

ii. No development assessment shall be levied unless such assessment has been approved by the vote or written consent of owners owning no less than fifty-five (55) percent of the membership within the Development.

iii. A development assessment shall be due and payable by the owners to the Association in such installments and during such period or

periods as the Association shall designate and as shall be approved pursuant to subparagraph f.ii. above.

iv. No development assessment shall be levied hereunder prior to the time that any of the Association Property has been conveyed to the Association.

g. Each assessment shall be a personal obligation of the owner against whom it is assessed. If the owner does not pay such assessment when due, the owner shall be deemed to be in default and the amount of the assessment not paid, plus interest at nine (9) percent per annum on the unpaid balance, and costs including reasonable attorney's fees incurred in collection, shall become a lien upon the lot or ownership thereof, subject to all remedies provided by law for the enforcement of such assessment obligation.

h. Notwithstanding all other provisions hereof, any lien created hereunder upon any ownership shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage or deed of trust (meaning a mortgage with first priority over other mortgages or deed of trust) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage or deed of trust there may be a lien created pursuant to the terms hereof on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

17. Any notice of any other document permitted or required by these restrictions to be delivered may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows:

    a. If to the Association or to the Environmental Control Committee, at P.O. Box 943, Oakhurst, California 93644.

    b. If to an owner, at the address from time to time given by such owner to the Association for the purpose of service of such notice, or if no such address has been so given, then at any lot within the development owned by the owner.

    Provided, however, that any such address may be changed from time to time by any owner, or by the Association, by notice in writing, delivered to the Association, or by the Association, by notice in writing delivered to all owners.

18. The covenants, conditions and restrictions herein contained shall run with said land and shall be binding and in force and effect until December 31, 2015, for the mutual benefit of all the lots in said tract and development.

a. At any time prior to December 31, 2015, the owners of record of lots in said tract, subject to this declaration, having an aggregate area equivalent to not less than fifty-five (55) percent of the total area of all of said property, may extend the term during which said covenants, conditions and restrictions shall bind and affect said tract to December 31, 2015, by executing and acknowledging an instrument in writing to that effect which shall be duly recorded with the County Recorder of Madera County, California
b. The easements and reservations herein contained shall be perpetual unless released by the Association and/or those persons or corporations to whom such rights have been assigned and conveyed as herein provided.

19. Deeds of conveyance of said property, or any part thereof, may contain the above restrictions by reference to this document, but whether or not such reference is made in such deeds or any part thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator; provided, however, that a violation of these restrictive covenants or any one or more of them, shall not defeat or render invalid the lien of any mortgage or deed of trust now of record, or which hereafter may be placed of record, upon said lots or any part thereof made in good faith and for value.

20. Enforcement of each covenant set forth in these restrictions shall be the right of each property owner in this tract, either to enforce these covenants through due process of law or in equity against any person, persons, firm or corporation violating or attempting to violate any covenant, either to restrain violation or to recover damages. In addition, such enforcement shall be a right of the Environmental Control Committee until such time as it relinquishes its power to the Association and shall have the same rights as any other property owner for enforcement of these restrictions.

21. The provisions hereof shall be deemed independent and severable, and the validity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

22. All the provisions hereof shall supercede and be superior to the provisions of any lease, sublease or contract affecting the lands covered hereby.

23. Except as otherwise provided herein, the provisions of these restrictions may be amended by an instrument in writing signed and acknowledged by record Owners having fifty-five (55) percent of the total lot ownership subject hereunder, which

amendment shall be effective upon recordation in the Office of the recorder of the County of Madera.

Signed by the Board of Directors of the Goldside Estates Homeowners Association on the 9 th day of October, 2002.

President

Vice President

Secretary

Treasurer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of MADERA } ss.

On 10-9-02 (Date), before me, Kandi L. Papike, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared DAVID LOWNSBURY (Name(s) of Signer(s)),

☐ personally known to me
☒ 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.

WITNESS my hand and official seal.

KANDI L. PAPIKE
Commission # 1205891
Notary Public - California
Madera County
My Comm. Expires Dec 24, 2002

Place Notary Seal Above

Kandi L. Papike
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of MADERA } ss.

On 10-11-02 (Date), before me, Kandi L. Papike, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared BLAKE MOORE (Name(s) of Signer(s)),

☐ personally known to me

☒ 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.

WITNESS my hand and official seal.

KANDI L. PAPIKE
Commission # 1205891
Notary Public - California
Madera County
My Comm. Expires Dec 24, 2002

Place Notary Seal Above

Kandi L. Papike
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of MADERA } ss.

On 10-14-02 (Date), before me, Kandi L. Papike, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared LARS HELTON (Name(s) of Signer(s)),

☐ personally known to me
☑ 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.

WITNESS my hand and official seal.

KANDI L PAPIKE
Commission # 1205891
Notary Public - California
Madera County
My Comm. Expires Dec 24, 2002

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of MADERA } ss.

On 10-9-02 (Date), before me, Kandi L. Papike, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared TIRUCHENDURAI SRINIVASAN (Name(s) of Signer(s)),

☐ personally known to me

☒ 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.

KANDI L. PAPIKE
Commission # 1205891
Notary Public - California
Madera County
My Comm. Expires Dec 24, 2002

WITNESS my hand and official seal.

Kandi L. Papike
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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