

ATTACHMENT

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b)(1) of the California Government Code, please take note of the following:

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

If this cover page is a copy which has been transmitted to you by facsimile, email or other form of electronic transmission, please note that the notice above appears in the original cover page in 14-point bold face type.

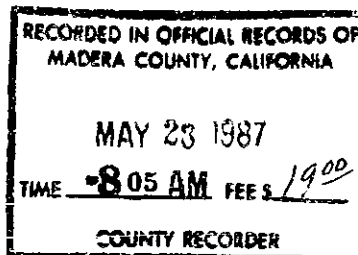
Recording Requested By:

10042

JOHN O. JAMISON

When Recorded Mail To:

JOHN O. JAMISON
P. O. Box 1249
Oakhurst, CA 93644-1249



DECLARATION OF RESTRICTIONS

This Declaration of Restrictions is made this 22nd day of May, 1987, by JOHN O. JAMISON and MARGARET A. JAMISON; STEVEN JONES and CATHLEEN JONES; DONALD J. DIERBERGER and BARBARA J. DIERBERGER; and WILLIAM WEATHERLY, hereinafter referred to as "Declarants", and is made with reference to the following facts:

WHEREAS, Declarants are all the owners of that certain real property located in the County of Madera, State of California, described as Parcels 1, 2, and 4 of Parcel Map No. 2310 as recorded in Book 30, Page 65, Madera County Records;

NOW, THEREFORE, Declarants declare that said real property shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied, subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of said property and each and every person or entity who now, or in the future, owns any portion or portions of said real property.

1. Term. These covenants, conditions and restrictions (hereinafter referred to as CC&R's) shall run with the land and shall inure to the benefit of, and be binding upon, all parties now or hereafter acquiring any interest in any land included within the perimeter described above and shall continue to remain in full force and effect for twenty (20) years from the date these CC&R's are recorded, after which time, said CC&R's shall be automatically extended for successive periods of ten (10) years unless and until the record owners of not less than a majority of parcels created within the perimeter of the above-mentioned map have executed and recorded an instrument terminating or amending said restrictive CC&R's in whole or in part.

2. Land Use. Use of each parcel shall comply with applicable county zoning ordinances and the CC&R's contained herein.

3. Dwelling Quality And Size. The floor area shall be at least 1200 square feet exclusive of open porches, terraces and garages. A dwelling of more than one story shall have at least 900 square feet on the ground floor. All dwelling units shall include an automobile garage subject to all other applicable portions of these CC&R's. All construction shall meet or exceed the State of California Building Code requirements.

4. Building Locations. The county zoning ordinance and/or building permit requirements shall be the determining factor for all building locations.

5. Temporary Structures. No structure of a temporary character, basement, tent, garage, barn or other outbuildings shall be used on any parcel at any time as a residence either temporarily or permanently. A trailer may be used for one (1) year during construction of a single-family residence.

6. Completion. All construction shall be completed within six (6) months of commencement of same unless additional time has been requested and is granted upon written application to the Architectural Control Committee.

7. Architectural Control. No building shall be erected, placed or altered on any parcel until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any parcel nearer to any street than the minimum building setback line defined on the County Zoning Ordinance.

8. Architectural Control Committee. The Architectural Control Committee is composed of: JOHN O. JAMISON, STEVEN JONES and DONALD DIERBERGER.

A majority of the committee may designate a representative to act for it. In the event of death or resignation or ineligibility or other failure to act of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At such time as all purchase money deeds of trust, included within the perimeter, have been reconveyed, the then record owners of a majority of the parcels shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it to any of its power and duties.

9. Committee Procedures. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants shall be deemed to have been fully complied with except as to temporary structures.

10. Tree Removal. Full or partial removal of existing trees within twenty (20) feet of all property boundaries is subject to the prior written consent of the Architectural Control Committee.

11. Nuisances. No noxious or offensive activities shall be carried on upon any parcel, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

12. Garbage And Refuse Disposal. No parcel shall be used or maintained as a dumping ground. Rubbish, trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. Maintenance of Parcel. Each parcel shall be maintained in a safe condition, clear of brush, overgrowth and other undesirable vegetation tending to cause a fire hazard.

14. Drainage. The natural flow of existing surface water drainage patterns or systems shall not be blocked. In the event of an unnatural flow, drainage provisions to allow adequate drainage to and from adjacent parcels shall be provided by the property owner or owners causing, or responsible for, such unnatural flow.

15. Domestic Animals, Livestock And Poultry. With respect to the property, domestic animals consisting only of dogs and cats may be raised, bred or kept on any parcel, provided they are not kept for any commercial purpose. It is further declared that all animals will be adequately contained on said owner's property and shall not become a burden or nuisance to the others. The County Environmental Health Officer shall be the determining party in case of a dispute.

16. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Parcel Map. Additional easements may be required by Public Utilities at some future date. Within these easements, no structure, plantings or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage

channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

17. Signs. Any and all signs may be installed only with the approval of the Architectural Review Committee and the Madera County Zoning Administrator.

18. Mining Operations. No mining operations of any kind shall be permitted.

19. Road Maintenance. With respect to that portion of the roadway delineated on Exhibit "A" as area 1, each parcel of property as is presently constituted or may be later divided shall bear a proportionate share of the cost of the maintenance and repair of such roadway, which amount shall be determined as being each parcel's percentage ratio as it bears to the total number of parcels now created, or subsequently created, within all of the property heretofore described. With respect to that area delineated on Exhibit "A" as area 2, those parcels of property being served by said roadway shall be responsible for a pro-rata share of the entire cost of the maintenance and repair of said roadway. With respect to that portion of the roadway delineated on Exhibit "A" as area 3, one hundred percent (100%) of the maintenance and repair thereof shall be paid proportionately by those parcels being accessed thereby. The determination of the needs for the maintenance, operation or repair of the road system, shall be a majority of the Architectural Control Committee heretofore described. Said Architectural Control Committee shall prepare a budget for each year's maintenance cost, including the reserve fund. Each owner shall pay his pro-rata share of such operating budget within sixty (60) days after receipt of notification of the amount thereof. In the event such an amount is not paid within sixty (60) days after receipt of notification thereof, such amount shall become a lien upon the real property and such property shall be subject to sale by foreclosure proceedings. With respect to any extraordinary expenses, the Architectural Control Committee shall advise all property owners of the cost thereof, and the property owners shall have sixty (60) days after receipt of notice of the extraordinary expense in order to pay their pro-rata share of the cost thereof as heretofore determined. In the event the cost thereof is not made with said sixty (60) day period, the amount of such assessment shall become a lien upon the real property and the property may be subject to sale by foreclosure proceedings. In the event there is any dispute or controversy arising out of or relating to the determination by the Architectural Control Committee or any item of extraordinary expense or any ordinary maintenance item, the matter shall be submitted to the Madera County Road Department as to the necessity of such repair.

SURVEYOR'S CERTIFICATE

STEPHEN L. JONES 110 4298

COUNTY SURVEYOR'S CERTIFICATE

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT COUNTY ORDINANCES.

DATK

~~SECRET~~ ~~EQUITY NUMBER~~

PARCEL MAP COMMITTEE

100X-400

CHAIRMAN, BOARD OF COMMISSIONERS
HARRIS COUNTY, TEXAS

DATE

FOR THE PERSONNEL MAP COMMITTEE

[illegible]

BASIS OF BEARINGS

THE SOUTH LINE OF THE OWN'D BY SECTION 16 B'LD
TO THE EXTENT OF SURVEY OF 60 AC. OF LAND
WITH A BEARING OF S 86° 07' 05" E

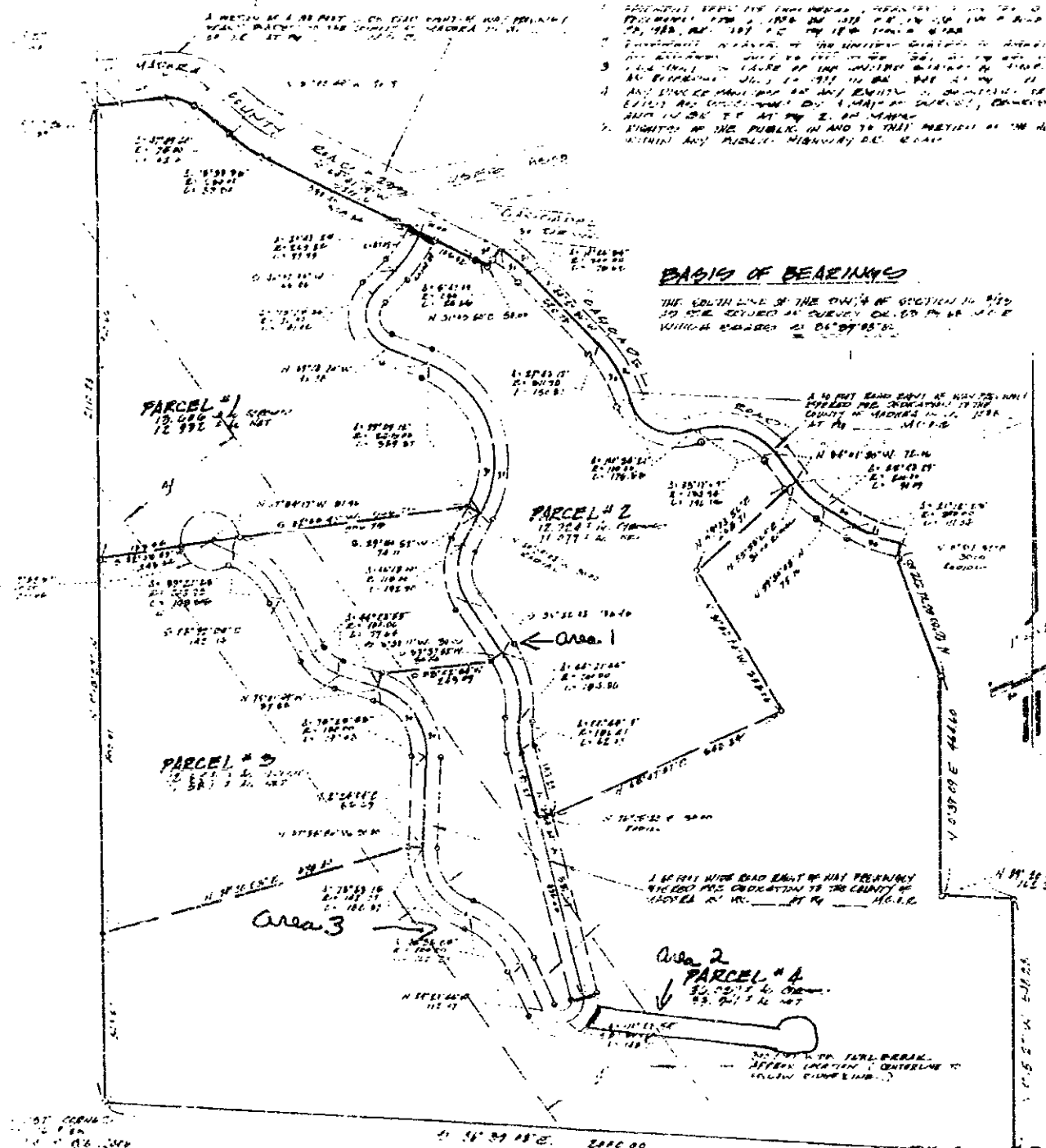


EXHIBIT "A"

BOOK 1974 PAGE 388

20. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The prevailing party shall be entitled to recover all expenses and costs, including attorney's fees to be fixed by the Court. It is to be understood that while the owner or owners shall have the right to enforce these CC&R's as above set forth, the owner or owners or any of them are under no duty or obligation to enforce compliance with or to initiate any action to remedy any violations or threats by owners, or their personal representatives, heirs, successors or assigns to enforce any of the restrictive covenants herein contained shall, in no event, be deemed a waiver of the right to do so thereafter, unless otherwise herein provided.

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

22. Ownership Participation. For purposes of voting, each parcel of property included within the perimeter shall have one (1) vote irrespective of the number of owners of any one parcel.

IN WITNESS WHEREOF, Declarants have executed this Declaration of Restrictions the day and year above written.

These CC&R's hereby terminate, cancel and supersede those certain CC&R's previously recorded against the property described within the boundary shown on Exhibit "A" attached hereto and made a part hereof.

"DECLARANTS"

John O. Jamison
JOHN O. JAMISON

Margaret A. Jamison
MARGARET A. JAMISON

Steven L. Jones
STEVEN JONES

Cathleen Jones
CATHLEEN JONES

Donald J. Dierberger
DONALD J. DIERBERGER

Barbara J. Dierberger
BARBARA J. DIERBERGER

William Weatherly
WILLIAM WEATHERLY

WITNESS:

Donna Pride
DONNA PRIDE

STATE OF CALIFORNIA

COUNTY OF MADERA



40420 PD 426, Oakhurst, CA 95361

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 32 — Acknowledgement to Notary Public — Individuals — (C.C. Sec. 1189) — (Rev. 1 83)

On this 22nd day of May, 1987, before me, SYLVIA A. MILLE, a Notary Public, State of California, duly commissioned and sworn, personally appeared JOHN O. JAMISON and MARGARET A. JAMISON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person or persons whose names are subscribed to this instrument, and acknowledged that they executed it. IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Madera on the date set forth above in this certificate.

Sylvia A. Mille
Notary Public, State of California

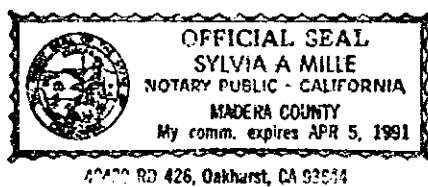
My commission expires _____

STATE OF CALIFORNIA)
)
COUNTY OF MADERA)

On May 22, 1987, before me, the undersigned, a Notary Public for the State, personally appeared DONNA PRIDE, personally known to me to be the person whose name is subscribed to the within instrument, as a witness thereto, who, being by me duly sworn, deposes and says that she was present and saw STEVEN JONES, CATHLEEN JONES, DONALD J. DIERBERGER, BARBARA J. DIERBERGER, and WILLIAM WEATHERLY, the same persons described in and whose names are subscribed to the within and annexed instrument as a party thereto, execute the same, and that said affiant subscribed her name to the within instrument as a witness.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Madera on the date set forth in this certificate.

Sylvia A. Mille
Notary Public, State of California



END OF DOCUMENT

BOOK 1974 PAGE 391