

## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Declaration of Restrictions is made on the date hereinafter set forth, by the undersigned hereinafter referred to as "Declarant".

WHEREAS, Declarant are all the owners of that certain real property located in the County of Mariposa, State of California, described on Exhibit "A", which is attached hereto and made a part hereof.

WHEREAS, Declarant intends to sell the above-described property, restricting it in accordance with the common plan designed to preserve the qualities of said land, for the benefit of its future owners.

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 and 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 abovementioned 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. NUISANCES AND HAZARDS: No noxious or offensive activity shall be conducted nor shall anything be done upon any parcel which may be or may become an annoyance or nuisance to the adjacent or nearby property owners. No hazardous condition shall be created or allowed to remain on any parcel. Clearing of the brush around all structures shall be performed in compliance with California State fire regulations.

4. TEMPORARY STRUCTURES: No structure of a temporary, modular or mobile character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence.

5. DWELLING SIZE AND FEATURES: A single-family dwelling shall contain a minimum of 2000 square feet. This dimension is exclusive of all garages, breezeways, decks, porches, patios, terraces or other external structures. All dwellings shall have roof overhangs of a minimum of 16 inches, have sloped roofs with at least a 3:12 pitch, and have a continuous concrete foundation.

6. COMPLETION: All construction shall be completed within twelve (12) months of commencement of same unless additional time has been requested and is granted upon written application to the Architectural Control Committee.

7. DETACHED STRUCTURES: All detached structures which include garages, carports, barns, storage buildings, etc., must be approved by the Architectural Control Board.

7a. RELOCATED STRUCTURES: No Lot Owner shall place, or cause to be placed on any lot, any relocated structures. Relocated structures includes dwellings or any buildings used as dwellings which were constructed off-site.

8. ARCHITECTURAL CONTROL: No building shall be erected or altered on any lot until the construction plan, specifications, and a plan showing the location of the structure have been approved by the Architectural Control Board. Factors to be considered shall include the quality of workmanship and materials, style, harmony of external design with existing structures, and location with respect to topography and finish grade elevation. The Board shall respond to all submittals within thirty (30) days or approval shall be deemed granted.

9. ARCHITECTURAL CONTROL BOARD: The Architectural Control Board is composed of Bret Willis. The Board may designate a representative to act for it. In the event of death or resignation of any member of the Board, the remaining member shall have full authority to designate a successor. Neither the members of the Board, or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Board or to withdraw from the Board, or restore it to any of its powers and duties.

10. HOUSE NUMBERS: Prior to construction of any structure the house number of the lot (street address) shall be affixed to a permanent sign readily visible from the street by the Lot Owner such sign shall be maintained, repaired and replaced by the Lot Owner during the period of his ownership of the lot.

11. GARBAGE AND REFUSE DISPOSAL: Garbage, trash, and other waste shall be kept in sanitary containers until disposal. No such materials shall be either dumped or stored on any portion on any lot visible from either the road or adjacent lots.

12. SIGNS: No sign of any kind other than a permanent subdivision entry sign shall be displayed to public view on any lot except customary name and address signs of not more than one square foot, one lawn sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period.

13. DOMESTIC ANIMALS, LIVESTOCK AND POULTRY: Hoofed animals, or poultry of any kind shall not be raised, bred, or kept for commercial purposes on any parcel. Dogs and cats shall be contained by owners.

14. RECREATIONAL VEHICLES: No recreational vehicles, campers, motor homes trailers or boats shall be allowed to be parked on the street for longer than any consecutive three day period.

15. VEHICLES: No unregistered or inoperable motor vehicle of any type shall be allowed to remain on any lot in view to either the road or adjacent lots for more than a two month period whether continuous or not.

16. MAINTENANCE: Each parcel owner shall, at his sole cost and expense, maintain and repair his property keeping the same in good condition and appearance. Each parcel shall also be maintained in a safe condition, clear of brush, overgrowth and other undesirable vegetation tending to cause a fire hazard.

17. RESTORATION: In the event any structure on any lot is damaged or destroyed the Lot Owner shall forthwith commence and diligently prosecute to completion the repair or reconstruction of such structure unless such Lot Owner declines to rebuild. In the event the Lot Owner declines to rebuild, he shall remove the balance of the existing structures, including all above grade improvements, and shall restore the lot and maintain same in a clean and well-kept condition.

18. SEWAGE DISPOSAL: Each lot shall be on an individual (private) sewage disposal system and any necessary maintenance or repair is the sole responsibility of the Lot Owner. No individual sewage disposal system shall be permitted on any individual lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the County of Mariposa.

19. 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.

20. MAINTENANCE OF WATERCOURSES: Each Lot Owner shall maintain in their natural state all watercourses within his lot to the end that the natural drainage pattern of the watercourses contained within the property shall be preserved. Each Lot Owner shall maintain in good repair any flood control devices on that owner's lot and shall remove all debris or other deposits from the natural watercourses which might cause same to be obstructed or the flow to be diverted.

21. ROAD MAINTENANCE: Each parcel shall be a member of the Road Maintenance Association as created on October 24, 2008 and described in the attached Declaration of Road Maintenance Association annexed hereto and made a part hereof.

22. NONWAIVER: No owner may waive or otherwise escape liability for the assessments otherwise provided for by non-use of the common area or abandonment of his or her property.

23. ENFORCEMENT: These covenants, conditions and restrictions are for the benefit of the Declarant and the individual Lot Owners and either has the right to prevent or terminate the violation of any of these restrictions by petition to the Architectural Control Board or by individually seeking an injunction or obtaining other lawful relief. The failure to enforce any restrictions shall not be deemed a waiver on the part on those persons having

the right to seek enforcement, and violations which are continuing in nature or future violations may be terminated by appropriate action on the part of the Declarant or Lot Owners. No mortgage or deed of trust made in good faith and for value upon any tract of the subdivision shall be defeated or rendered invalid by any breach of restrictions as to said lot.

24. SEVERABILITY: Invalidation of any of these covenants by Judgment or Court Order shall in no way affect or invalidate any of the other Covenants which shall remain in full force and effect.

IN WITNESS THEREOF, Declarant has executed this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

DECLARANT

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