

April 22, 1977

BOOK 6781 PAGE 240

RECORDED AT REQUEST OF

Title Insurance Co.

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SECOND AMENDED
DECLARATION OF RESTRICTIONSDOGWOOD MOUNTAIN, TRACT NO. 2294

THIS SECOND AMENDED DECLARATION IS MADE THIS 21st day of April, 1977, by TIMBERWINE, a California corporation ("Declarant"), in the light of the following facts and circumstances:

A. Declarant is the owner of all of the real property set forth and described on that certain map ("Map") entitled "Map of Tract No. 2294, Shaver Falls" consisting of six (6) sheets marked, respectively, "Sheet 1 of 6" through "Sheet 6 of 6" which Map was recorded on July 19, 1972, in Volume 27 of Plats at Pages 9 through 14, inclusive, Fresno County Records, California ("Sub-division").

B. There are seventy-one (71) subdivided lots set forth and described in the recorded Map.

C. Declarant intends to sell and convey said lots and before doing so desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges ("Restrictions") under a general plan or scheme of improvement for the benefit of all of said lots and the future owners of said lots.

WHEREFORE, Declarant hereby declares that all of said lots are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said lots, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the Map. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the real property or any part thereof subject to such Restrictions.

I. DEFINITIONS. Unless the context otherwise specifies or requires, the terms defined in this paragraph shall, for all purposes of these Restrictions, have the following meanings:

"Association" shall mean THE DOGWOOD MOUNTAIN ASSOCIATION, a California nonprofit corporation, or its successor, an owners' association as defined in Section 11,003.1 of the California Business and Professions Code.

"Association Rules" shall mean the rules from time to time in effect, pursuant to the provisions of the Bylaws of the Association.

AP

April 22, 1977

BOOK 6781 PAGE 241

"Board" shall mean the Board of Directors of the Association.

"Bylaws" shall mean the Bylaws of the Association, as such Bylaws may be amended from time to time.

"Committee" shall mean the "Environmental and Architectural Control Committee" created pursuant to these Restrictions.

"County" shall mean Fresno County, California.

"Declarant" shall mean TIMBERWINE, a California corporation, or its successors and assigns.

"District" shall mean County Water Works District #41, Fresno County, California.

"Improvements" shall include any structures or improvements of any kind and type in the Subdivision (other than Roads) including, but not limited to, buildings, outbuildings, pools, courts, barns, stables, paddocks, corrals, driveways, parking areas, fences, retaining walls, stairs, decks, landscaping, poles and signs.

"Lot" shall mean any subdivided parcel shown as such upon the Map of the Subdivision. All Lots are intended for the uses permitted by applicable zoning.

"Member" shall mean a member of the Association.

"Owner" shall mean the person(s) or entity(s) holding the beneficial ownership of a Lot.

"Residence" shall mean the building or buildings, including any garage, carport or similar outbuildings, used for residential purposes.

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

"Road" shall mean any vehicular way, whether public or private, designated on the Map, and on Exhibits B, C, D and E attached hereto.

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

"Subdivision" shall mean Tract 2294 shown on the Map, or any other legal subdivision created by the filing of a final subdivision map pursuant to the provisions of Title 7, Division 2 of the Government Code of the State of California or subsequent laws of similar effect.

II. APPLICABILITY. These Restrictions shall apply to the Subdivision.

April 22, 1977

BOOK 6781 PAGE 242

III. TERM, AMENDMENT AND EFFECTIVE DATE. These Restrictions shall affect and run with the land, and shall exist and be binding upon all parties claiming an interest in the Subdivision until January 15, 2015, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners has been recorded agreeing to change the covenants herein in whole or in part; provided, however, that at any time before January 15, 1983, these Restrictions may be amended only by the vote of the then record Owners of two-thirds (2/3) of the Lots.

These Restrictions shall become effective when recorded with the County Recorder and any Lot is conveyed of record to a person other than Declarant.

IV. MUTUALITY OF BENEFIT AND OBLIGATION. The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every Lot, as herein provided, and are intended to create mutual equitable servitudes upon each of said Lots in favor of each and all of the other Lots; to create reciprocal rights between the respective Owners; to create a privity of contract and estate between the grantees of said Lots, their heirs, successors and assigns; and shall, as to each Owner of each such Lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit and burden of each and all other Lots and their respective Owners.

V. DOGWOOD MOUNTAIN ASSOCIATION.

A. Membership. Every person, including Declarant, who acquires legal or equitable title to any Lot shall become a member of the Association; provided, however, that such membership is not intended to apply to those persons who hold an interest in any Lot merely as security for the performance of an obligation to pay money, e.g., mortgages, deeds of trust, bonds, or real estate contract purchases.

B. General Purpose and Powers. The general purpose of the Association is to further and promote the common interests and welfare of Owners. The Association shall have such powers as are set forth in its Articles and Bylaws. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to govern the use and enjoyment of Roads and of other easement areas within the Subdivision as it may own from time to time.

C. Other Restrictions. On September 15, 1971 in Book 5936, pages 911 - 930, inclusive, an "Amendment to Declaration of Covenants, Conditions and Restrictions" was recorded in the Office of the County Recorder. The said document encumbers the real property included in the Subdivision with an obligation to contribute to the maintenance of the Roads and other adjacent lands not owned by Declarant to a period ending December 21, 2000, unless such period is shortened or extended as provided therein. By the acceptance of a grant deed to any Lot, the grantee thereof irrevocably appoints the Board as his attorney-

April 22, 1977

BOOK 6781 PAGE 243

in-fact to appoint or vote for any member of the "Road Management Committee" as established by the said restrictions and to do all other acts necessary to extend, amend or repeal said restrictions and to administer the interests of all Owners under said restrictions. Any assessment resulting to the Owner by virtue of said obligation shall be in addition to any other assessment levied by the Board in respect to the Association.

D. Assessments. The Association shall have the powers that are set forth in its Articles of Incorporation and Bylaws or that belong to it by operation of law including, without limitation, the power to levy against every Lot, including those of Declarant insofar as it retains ownership of any Lot, the assessments as set forth in its Bylaws.

1. Payment of Assessments; Lien. Every such assessment made shall be paid to the Association or its designated agent for collection on or before the date established by the Board pursuant to the resolution adopted by the Board fixing the amount of such assessment. Written notice of such assessment and the date of payment shall be sent to each member. Said assessment shall be and remain a lien upon the Lot of the respective member until paid.

2. Recording Notice of Lien. Upon the adoption of a resolution of assessment, the Association shall thereafter cause a notice thereof and of the lien created thereby to be signed and acknowledged by it and recorded in the Office of the County Recorder.

3. Content of Notice; Release of Lien. Such recorded notice shall embody said resolution and state the amount of assessment, the time payable and when it becomes a lien. When paid, the Association shall from time to time execute, acknowledge and record in the Office of the County Recorder, a release or releases of lien with respect to the property for which payment has been made.

4. Assumption of Obligation to Pay Assessments. Each Owner shall, by acceptance of a deed thereto or the signing of a contract or agreement to purchase the same, whether from Declarant or a subsequent Owner, bind himself, his heirs, personal representatives and assigns to pay all charges determined and levied upon such Lot, including interest thereon and collection costs thereof, if any, and including attorney's fees; and the obligation to pay such charges, interests and costs thereby constitutes an obligation running with the land. Sale or transfer of any Lot shall not affect any lien for charges provided for herein.

5. Enforcement of Assessments by Foreclosure. All liens herein provided for shall be enforceable: by foreclosure in the manner provided for in California Civil Code, Sections 1356, 2924, 2924b and 2924c; by suit at law; or in any other manner authorized by law. By acceptance of the grant deed to any Lot, the Owner thereof thereby appoints the Association as Trustee for the benefit of all other Lot Owners to foreclose such liens.

6. Subordination of Assessment Liens. Any beneficiary or mortgagee of a deed of trust or mortgage that

April 22, 1977

BOOK 6781 PAGE 244

comes into possession of a Lot by foreclosure of the deed of trust or mortgage, shall take such Lot free of any claims for unpaid assessments or charges of the Association against the encumbered Lot which accrued prior to the date of sale to said beneficiary or mortgagee under the foreclosure.

7. Disposition of Assessment Funds. The funds arising from such assessments, so far as may be sufficient, shall be applied toward the payment of expenses incurred by the Association in the maintenance of its properties and in furthering and promoting the community welfare of Owners, all as set forth and provided in the Articles of Incorporation and Bylaws of the Association.

E. The Association is a nonprofit membership corporation charged with the duties and empowered with the rights set forth herein and in its Bylaws. It was created by its Articles and its affairs shall be governed by its Articles and Bylaws, these Restrictions and the California Nonprofit Corporation Law.

F. In the event that the Association, as a corporate entity, is dissolved, a nonprofit, unincorporated association shall forthwith and without further action or notice be formed and succeed to all the assets, rights, privileges, duties and obligations of the Association.

G. The rights, duties, privileges and obligations of a member shall be in accordance with these Restrictions, the Articles and Bylaws, and shall be appurtenant to each Lot.

VI. LAND USE RESTRICTIONS. No Lot may be developed, used or improved except in compliance with the following:

A. The Association, or its duly authorized agents or employees, shall have the right at any time, without liability to the Owner, to enter upon any Lot for the purpose of (i) maintaining such Lot, as hereafter provided, (ii) removing any Improvements constructed, reconstructed, refinished, altered or maintained upon such Lot in violation of these Restrictions, (iii) restoring such Lot as authorized by these Restrictions, and (iv) otherwise enforcing these Restrictions.

B. Except by Declarant prior to sale and conveyance, no Improvement, excavation, fill or other work which in any way alters any Lot from its natural or improved state shall be made or done, except upon strict compliance with the provisions hereof and any permit granted or required by the County and/or other governmental agency having jurisdiction.

C. Only vegetation which is indigenous to the area shall be planted on any Lot. A partial list of such vegetation is attached hereto as Exhibit A and any deviation therefrom shall require the prior written approval of the Committee.

D. No noxious, offensive or illegal activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which might be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their Lots, the Improvements thereon or the

April 22, 1977

BOOK 6781 PAGE 245

Roads. Without limiting any of the foregoing, no exterior speakers, horns, firearms, 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 prior written approval of the Committee.

E. There shall be no camping in the Subdivision.

F. Subject to control by rules established by the Committee from time to time, no animals may be kept at the Subdivision, except a reasonable number of generally recognized house pets, and not to exceed three (3) horses which shall be kept in a fenced area not to exceed one (1) acre, the location of which area shall be approved by the Committee as hereinafter provided. No other animals shall be kept on any Lot. No animals shall be permitted outside of any residence in the Subdivision without being in a fenced area or on a leash or under the immediate control of a person.

G. No signs whatsoever shall be erected or maintained upon any Lot, except:

1. Such signs as may be required by legal proceedings;
2. Such signs as Declarant may erect or maintain on a Lot prior to sale and conveyance, including a Subdivision identification sign to be maintained on a permanent basis;
3. Wooden residential identification signs of a combined total face area of one-half (1/2) square foot or less for each residence as approved by the Committee;
4. During the time of construction of any Improvement, one job identification sign having a maximum face area of six (6) square feet and of the type usually employed by contractors and subcontractors;
5. Not more than one (1) "for sale" or "for rent" sign having a maximum face area of customary size and dimension; and
6. Any sign which does not comply with the above, but has been allowed by written permission of the Committee, provided such sign complies with such permit or with any applicable law.

H. Except to the extent desired by Declarant to be used in connection with, and during, the development and sale of Lots, no mobile home, tent, travel trailer, truck camper, house trailer or other form of mobile or temporary living accommodation or any boat, shall be placed upon any Lot, except for storage purposes in strict accordance with Association Rules then in effect. No stripped down, wrecked or junk motor vehicle or other unsightly object shall be kept, parked, stored or repaired or maintained on any Lot. No commercial vehicle bearing commercial insignias or names (except pickup trucks) shall be parked on any Lot, except within an enclosed structure or a screened area which prevents such view thereof from adjoining Lots and Roads, unless such vehicle is temporarily parked for the purpose of serving such

April 22, 1977

WORK 6781 PAGE 246

Lot. The parking of vehicles on the Road shall not be permitted at any time.

I. 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 Committee, and then only subject to the limitations of such permit; provided, however, 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, provided that no structure shall be used or maintained for a period of longer than eighteen (18) months from the date the Committee approves the plans pursuant to Article VII hereof. This restriction shall not apply to any structure upon any Lot to be used by Declarant as a sales office or in conjunction with the development or sale of Lots by Declarant.

J. All garbage, rubbish and trash shall be kept in securely covered containers.

K. Outside clothes lines or other outside clothes drying or airing facilities shall be maintained in such a manner and in such location as to eliminate visibility from neighboring Lots or Roads.

L. Except by Declarant or District for the purpose of providing water to the Subdivision, no drilling, refinishing, quarrying or mining operations of any kind shall be permitted upon any Lot, and no derrick, structure, pump or equipment designated for use in any such activity 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 two (2) months from the date of such destruction. If not repaired or replaced within such period of time in a manner satisfactory to the Committee, such structure shall be subject to removal by the Association at the Owner's expense.

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 Committee, except that this provision shall in no way limit or restrict Declarant in its activities prior to the sale of all Lots.

O. There shall be no hunting or discharging of firearms in the Subdivision.

P. All Improvements shall be constructed in accordance with applicable building line and setback provisions of applicable zoning ordinances, in compliance with all laws and within the setback requirements of each individual Lot as established by the Committee to protect environmentally sensitive areas identified on particular Lots.

Q. All fuel tanks or similar storage facilities shall either be constructed as an integral part of the main structure, if allowed by local ordinance and properly screened, or shall be installed or constructed underground. Such screens shall be approved by the Committee prior to construction.

April 22, 1977

BOOK 6781 PAGE 247

R. Exterior antennae may be installed or maintained on any Lot when the height, size and type are approved by the Committee.

S. All structures constructed on any Lot shall be constructed with a substantial quantity of new materials and no used structure shall be relocated or placed on any Lot.

T. No Owner, except Declarant, shall build or permit the building thereon, of any structure that is to be used as a model or exhibit unless a permit to do so has been granted by the Committee, and then only subject to the limitations of such permit.

U. No Lot shall be resubdivided.

V. Except as permitted and approved by the Forest Service, no exterior fires shall be permitted within the Subdivision unless under the supervision of a qualified forester. All permitted incinerators or chimneys shall have adequate spark arresting devices.

W. Trail bikes, snowmobiles and other motor-driven vehicles designed primarily for off-street use may not be operated on the Roads unless they comply with all applicable governmental licensing codes. Off-road operation of such vehicles is prohibited.

X. An Owner shall have the absolute right to have any tree or trees on his Lot removed at his own expense that are not in existence at the time of purchase of a Lot and/or which subsequently block a view that existed at the time of purchase. Such right of removal shall be subject to state and local law, and shall be done in such a way as to minimize damage to other trees and the natural condition of the surrounding Lots.

VII. RESTRICTIONS CONCERNING CONSTRUCTION, CHANGE OF TOPOGRAPHY AND PLAN APPROVAL. The right of an Owner, with the exception of Declarant, to construct, reconstruct, refinish, alter or maintain any Improvement on his Lot, or to install any utility line, wire or conduit thereon, or to make any excavation, or to cut or remove any trees from his Lot, or do any act which would affect the drainage thereof, shall be subject to all of the following:

A. Any act of construction or improvement mentioned or necessarily implied by these Restrictions is absolutely prohibited unless and until the Owner of any Lot first obtains a building permit from the County and the approval from the Committee of the building or improvement plans in accordance with the following provisions of this section.

B. Any Owner proposing to do any of the things mentioned above, shall apply to the Committee for approval as follows:

1. The Owner shall submit in writing to the Committee for approval two (2) copies of preliminary plans for the proposed work of improvement including, but not limited to, the following:

April 22, 1977

BOOK 6781 PAGE 248

(a) A plot plan of the Lot showing (i) buildable space (setbacks), (ii) contour lines at two (2) foot intervals, (iii) the location and height of all existing and/or proposed improvements, including fences, (iv) the proposed drainage plan, (v) the location of all trees, rock outcroppings, vegetation and other natural site features within ten (10) feet of the proposed building location and indicating those to be removed, (vi) the location of all proposed utility installations, and (vii) such other information as the Committee shall reasonably require from time to time;

(b) Floor plans;

(c) Drawings showing all elevations of structures;

(d) Description of exterior materials and colors, including proposed interior window coverings which may be visible from the exterior.

2. Upon approval of preliminary plans, the Owner shall submit in writing to the Committee for approval two (2) copies of working drawings and construction specifications of all structures proposed in the preliminary submission. In addition to the requirements of the preliminary submission, the Owner shall provide the following information:

(a) Description of provisions for landscaping and for stabilizing slopes during and after construction, including a notice in writing signed by a licensed forester designating all diseased or other trees which should be removed prior to or during construction;

(b) The Owner's proposed construction schedule;

(c) Description of exterior materials and color, with samples.

The Committee may require that any submission under subparagraphs 1 and 2 above, shall be accompanied by a reasonable processing fee in an amount not to exceed \$100.00.

3. The Committee shall approve the plans, drawings and specifications of any structure submitted to it only if the following conditions have been satisfied and the Committee finds:

(a) that the plans and specifications of the proposed structure conform to these Restrictions;

(b) that the proposed structure is not aesthetically incompatible with the physical site, the adjoining properties or the environment of the Subdivision;

(c) that the setback requirements required or prescribed herein have been complied with; and

(d) that soil stabilization requirements, where required, have been met.

April 22, 1977

BOOK 6781 PAGE 249

4. Any application which has been neither approved or rejected within forty-five (45) days from the date of complete submission thereof to the Committee shall be deemed approved.

C. Upon receipt of the approval from the Committee, the Owner shall, as soon as practicable, proceed with the commencement and completion of the work contemplated by the application, pursuant to the approved plans and specifications. If the Owner shall fail to commence the work within one (1) year from the date of approval, the approval shall be deemed revoked unless, upon the written request of the Owner made to the Committee prior to the expiration of said one (1) year period and upon a finding by the Committee that there has been no change in circumstances, the time for such commencement is extended in writing by the Committee. In any event, the Owner shall complete the construction of the foundation and all exterior surfaces (including the structures on his Lot) within six (6) months after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies or other causes beyond the control of Owner. If the Owner fails to comply with this paragraph the Committee shall notify the Association of such failure and the Association, at its option, shall either complete the exterior of any structure in accordance with the approved plans or remove the structure, and the Owner shall reimburse the Association for all expenses incurred in connection therewith.

D. Upon the completion of any work (including clean-up of construction debris) for which approval of the Committee is required under this section, the Owner shall give notice thereof to the Committee, and within sixty (60) days thereafter the Committee, or its duly authorized representative, may inspect such work to determine whether it was done in substantial compliance with approved application. If the Committee finds that such work was not done in substantial compliance with approved application, it shall notify the Owner in writing of such non-compliance within such sixty (60) day period and shall require the Owner to remedy such non-compliance. If, upon the expiration of a period of sixty (60) days from the date of such notification, the Owner shall have failed to remedy such non-compliance, the Committee shall notify the Association of such failure and the Association, at its option, shall have the right to remedy the non-compliance by a reasonable means, and the Owner shall reimburse the Association for all expenses incurred in connection therewith. If for any reason the Committee fails to notify the Owner of any non-compliance within sixty (60) days after receipt of said notice of completion thereof from the Owner, the work shall be deemed to be in accordance with said approved application.

E. Notwithstanding the approval by the Committee, Declarant, their agents, employees or independent contractors, in accordance with the foregoing provisions, of any plans and specifications for any structure or Improvement, each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof. Accordingly, by acceptance of the conveyance from Declarant or its agent, the grantee hereby releases the Committee, Declarant, their agents, employees and independent contractors from all loss or damage or claim thereof arising from any defect or alleged defect in such plans and specifications;

April 22, 1977

BOOK 6781 PAGE 250

and the purchaser further waives the benefit of Section 1542 of the California Civil Code. Also, the grantee agrees to indemnify and hold harmless the Committee, Declarant, their agents, employees and independent contractors from any claim asserted by third parties arising out of any such defects.

VIII. GENERAL RESTRICTIONS APPLICABLE TO CONSTRUCTION AND ALTERATION OF IMPROVEMENTS ON SINGLE-FAMILY RESIDENTIAL LOTS.

A. Every residential dwelling (except a guest house or servants quarters) shall contain a minimum of one thousand (1000) square feet of fully enclosed floor area to be devoted to living purposes (exclusive of roofed or unroofed porches, terraces, decks, garages, carports and other outbuildings). The square footage limitation with respect to a guest house or servants quarters shall be that specified by the Committee.

B. No structure or Improvement shall be constructed having a height of more than two (2) stories; provided, however, that the height of a structure or Improvement may exceed two (2) stories if permissible by law and if the Committee determines that the proposed height is compatible with the physical site involved and adjoining properties; measured from the natural grade on the highest side of the Improvement to the highest point of the roof or any projection thereof.

C. All perimeter fencing shall have an appearance in keeping with the natural setting and surroundings. The term "perimeter fencing" is defined to mean fences along or near boundary lines of Lots or fencing not connected with a building or structure. All perimeter fencing shall be a non-view-obstructing ranch type rail fence not exceeding six (6) feet in height, the design of which shall be approved by the Committee. No barbed wire or chain link fencing shall be permitted. Interior fences, screens or walls which are associated or connected with a building or structure may be of such design or material as may be approved by the Committee.

D. Each Lot shall have off-Road parking facilities designed for use during winter snow conditions for at least two (2) automobiles.

E. No reflective finishes (other than glass or hardware fixtures) shall be used on exterior surfaces or inside of windows. All colors shall be complementary with the architectural and environmental setting of each Lot and approved by the Committee.

F. There shall be no exterior lighting of any sort either installed or maintained, the light source of which is visible from neighboring property, except as permitted by the Committee.

G. All structures shall be set back from the property lines or Roads as required by the local governing agency or as hereinafter set forth, whichever is greater:

- i. Thirty (30) feet from the edge of a Road;
- ii. Twenty (20) feet from a property line not adjacent to a Road.

April 22, 1977

BOOK 6781 PAGE 251

IX. EASEMENTS AND PROPERTY RIGHTS.

A. Reservations. Declarant reserves for itself, its successors and assigns, the following easement and property rights:

1. Mutual and reciprocal easements for the benefit of all Lots in the Subdivision for ingress and egress across all Roads.
2. An easement for the repair and maintenance of, including removal of snow from, all Roads.
3. An easement from the edge of each Road to any structure constructed on any Lot on which the Association may blow or otherwise pile snow removed from such Road.
4. An easement for the installation and maintenance of radio and television transmission cables over strips of land ten (10) feet in width along the edge of any Road, and five (5) feet in width along other property lines.
5. All water rights to surface or underground water that may occur or be stored in any form on or underlying the surface of the Subdivision.

B. Maintenance.

1. The Association shall maintain continuously, including removal of snow from and making of all necessary repairs to, all Roads improved with pavement in accordance with "Fresno County A-15 Improvement Standard" or any subsequently adopted standard of similar effect. Such paved Roads presently include only those Roads along the easements shown and designated on the Map and on Exhibits B and C hereto. The Association shall not be responsible for the maintenance of Roads which are not so paved and shall not be responsible to cause the paving of such unpaved Roads.

2. Except with respect to Roads maintained by the Association and Improvements which a public authority or utility company is responsible for the maintenance thereof, each Owner shall maintain continuously all rights of way and easement areas on his Lot reserved by Declarant or dedicated to public utility purposes, including all Improvements to such areas. No structures, plantings or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with the installation or maintenance of the 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, or which damage or interfere with established slope ratios or create erosion or sliding problems.

X. ENFORCEMENT OF RESTRICTIONS. Declarant, any Owner, the Association and the County shall have the right to exercise any remedy in law or in equity for the strict compliance with the foregoing Restrictions.

April 22, 1977

BOOK 6781 PAGE 252

In the event that any person or entity brings an action for the enforcement of these Restrictions, the prevailing party in such action shall be entitled to costs of suit and reasonable attorney's fees.

Violation of the provisions of these Restrictions shall be grounds for temporary suspension of Association membership and/or privileges by the Board, after notice to the offending Owner and an opportunity to be heard, or after adjudication by an arbitrator or court of competent jurisdiction.

XI. ENVIRONMENTAL AND ARCHITECTURAL CONTROL COMMITTEE.

A. Organization. An Environmental Control Committee is hereby created.

1. The Committee shall consist of three (3) members who shall be appointed by Declarant as the initial members of the Committee. Each of said persons shall hold his office until such time as he has resigned, has been removed or his successor has been appointed.

2. Except as provided for in paragraph 3 following, the right to appoint and remove all members of the Committee is reserved to and vested solely in Declarant.

3. The right to appoint and remove members of the Committee shall be vested in the Board from and after the expiration of the eighteenth (18th) month following the date Declarant owns not more than ten percent (10%) of the Lots. Upon the right to appoint and remove members of the Committee being vested in the Board, the appointment and removal of members of the Committee shall be made by the Board in accordance with the Bylaws.

B. Committee Duties. It shall be the duty of the Committee to consider and act upon such proposals or plans from time to time submitted to it, pursuant to these Restrictions, and to adopt Committee rules, and to perform such other duties from time to time delegated to it by these Restrictions and the Association.

C. Committee: Meetings, Action, Compensation and Expenses. The Committee shall meet from time to time as necessary to perform its duties. The vote or written consent of any two (2) members shall constitute an act by the Committee, unless the unanimous decision of its members is otherwise required by these Restrictions. The Committee shall keep and maintain a record of all action taken by it at such meetings or otherwise. Unless and until authorized by the Board, the members of the Committee shall not receive any compensation from the Association.

D. Committee Rules. The Committee shall by majority vote have the exclusive power to adopt, amend and repeal, rules and regulations to be known as "Environmental and Architectural Control Committee Rules", which interpret or implement the provisions of these Restrictions insofar as they relate to matters within the jurisdiction of the Committee. A copy of the Committee rules, as they may from time to time be amended, shall be maintained with the records of the Association and shall be available for inspection by any Owner.

April 22, 1977

BOOK 6781 PAGE 253

E. Non-Waiver. The approval by the Committee of any plans, drawings or specifications for any work done or proposed, or in connection with any other matter requiring the approval of the Committee under these Restrictions, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter.

F. Variances. The Committee shall have the power to allow reasonable variances to the provisions of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardship, provided that the Committee finds that the variance will not be materially detrimental to other Lots.

G. Estoppel Certificate. Within thirty (30) days after written demand therefor is delivered to the Committee by any Owner, and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Association, the Committee shall record an estoppel certificate executed by any two (2) of its members, certifying with respect to any Lot of any Owner that as of the date thereof, either (a) all improvements and other work made or done upon or within said Lot by such Owner or otherwise, comply with the Restrictions; or (b) such improvements and/or work do not so comply; in which event the certificate shall also (1) identify the non-complying improvements and/or work, and (2) set forth the cause or causes for such non-compliance. Any purchaser from the Owner or encumbrancer shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as among the Association, the Declarant, and all Owners and any purchaser or encumbrancer.

H. Liability. Neither the Committee, nor any member thereof, shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any property within the Subdivision, or (d) the execution and filing of an estoppel certificate, whether or not the facts therein are correct; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith.

XII. OBLIGATION OF OWNERS; AVOIDANCE; TERMINATION.

A. Avoidance. No member of the Association through his nonuse of any Roads or other easement areas, or by abandonment of property to which the right of use is appurtenant, may avoid the burdens and obligations imposed on him by these Restrictions, the Articles or Bylaws by virtue of his being an Owner.

B. Termination. Upon the conveyance of fee title to property to which the right of use of the easements is appurtenant, the transferring Owner shall be liable for any assessments levied with respect to such property for the entire fiscal year commencing prior to the date of recordation of the deed. This provision is not intended to preclude prorations between sellers and buyers.

April 22, 1977

BOOK 6781 PAGE 254

XIII. SEVERABILITY; SINGULAR AND PLURAL; TITLES.

A. Severability. The limitations, restrictions, covenants and conditions of these Restrictions shall be deemed independent and severable, and the invalidity of any provision shall not affect the validity or enforceability of any other provision.

B. Singular and Plural. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

C. Titles. All titles used in these Restrictions are intended solely for convenience, and the same shall not affect that which is set forth in each of these Restrictions.

XIV. ACCEPTANCE OF PROVISIONS BY GRANTEES. The grantee of any property subject to these Restrictions by accepting a deed conveying title thereto, whether from Declarant or a subsequent Owner, shall accept such deed subject to these Restrictions and by such acceptance for himself, his heirs, personal representatives, successors and assigns, agrees with Declarant and with the grantee and subsequent Owners of each Lot to keep, observe and comply with these Restrictions.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

TIMBERWINE, a California
corporation

By Charles Hayes

By Rodney J. Strahm

April 22, 1977

BOOK 6781 PAGE 255

STATE OF CALIFORNIA)
) ss.
COUNTY OF FRESNO)

On this 21st day of April in the year one thousand nine hundred and seventy-seven, before me, Peggy J. Cheney, a Notary Public, State of California, duly commissioned and sworn, personally appeared Charles R. Hayes, known to me to be the Vice President, and Rodney J. Strahm, known to me to be the Asst. Secretary of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Fresno the day and year in this certificate first above written.

Peggy J. Cheney
NOTARY PUBLIC

My Commission Expires:

May 26, 1980

April 22, 1977

EXHIBIT A

A PARTIAL LIST OF VEGETATION IN DOGWOOD MOUNTAIN

BOOK 6781 PAGE 256

Ferns

Athrium Felix - femina - lady fern
Pityrogramma triangularis - golden back fern
Pteridium aquilinum - bracken fern
Woodwardia fimbriata - chain fern

Shrubs

Amelanchier pallida - service berry
Arctostaphylos mariposa - Mariposa manzanita
Arctostaphylos nevadensis - Pinemat manzanita
Arctostaphylos patula - greenleaf manzanita
Arctostaphylos viscida - white leaf manzanita
Castanopsis sempervirens - chinquapin
Ceanothus cordulatus - snowbush, mountain white thorn
Ceanothus cuneatus - buckbrush
Ceanothus fresnensis - Fresno ceanothus
Ceanothus intergerximus - deerbush
Ceanothus parvifolius - little leaf ceanothus
Chamaebatia foliolosa - bear clover
Cornus stolonifera - Redosier dogwood
Corylus cornuta - California hazelnut
Prunus emarginata - bitter cherry
Prunus subcordata - Sierra plum
Prunus virginiana var. demissa - Western choke cherry
Rhamnus californica - California coffeeberry
Rhododendron occidentale - western azalea
Ribes aureum - golden current
Ribes nevadense - Sierra current
Ribes Roetzlii - Sierra gooseberry
Rosa californica - California rose
Rubus parviflorus - Thimbleberry
Sambucus caerulea - blue elderberry
Symphoricarpos mollis - snowberry

Trees

Abies concolor - white fir
Alnus rhombifolia - white alder
Cornus Nuttallii - mountain dogwood
Pinus Jeffreyi - Jeffrey pine
Pinus Lambertiana - sugar pine
Pinus ponderosa - ponderosa pine
Pinus sabiniana - differ pine - Bull pine
Pseudotsuga menziesii - Douglas fir
Quercus chrysolepis - canyon live oak or goldcup oak
Quercus Kolloggii - black oak
Quercus wislizenii - interior live oak
Salix Scouleriana - scouler willow

EXHIBIT "A"

April 22, 1977

EXHIBIT B

BOOK 6781 PAGE 257

Legal Description of North Applewine Lane Easement

An easement 40.00 feet wide for ingress, egress and public utilities purposes over and across Lots 6 through 15 of Shaver Falls, Tract No. 2294, recorded in Plats, Book 27 at Pages 9 through 14, Fresno County Records, the center line of which is described as follows:

Commencing at a point on the Southwesterly line of said Lot 6 which bears N. $50^{\circ}15'$ W., 139.78 feet from the most Southerly corner thereof thence N. $39^{\circ}45'$ E., 80.00 feet; thence along a curve to the right with a radius 130.00 feet, through a central angle of $39^{\circ}10'00''$, an arc length of 88.87 feet; thence N. $78^{\circ}55'$ E., 490.00 feet; thence along a curve to the right with a radius of 130.00 feet, through a central angle of $55^{\circ}15'00''$, an arc length of 125.36 feet; thence along a curve to the left with a radius of 240.00 feet, through a central angle of $62^{\circ}40'00''$, an arc length of 262.50 feet; thence along a curve to the left with a radius of 70.00 feet, through a central angle of $70^{\circ}40'00''$, an arc length of 86.33 feet; thence N. $0^{\circ}50'$ E., 165.00 feet; thence along a curve to the right with a radius of 150.00 feet, through a central angle of $38^{\circ}20'00''$, an arc length of 100.36 feet; thence N. $39^{\circ}10'$ E., 92.00 feet; thence along a curve to the right with a radius of 150.00 feet, through a central angle of $23^{\circ}45'00''$, an arc length of 62.18 feet; thence N. $62^{\circ}55'$ E., 330.00 feet; thence along a curve to the left with a radius of 373.00 feet, through a central angle of $17^{\circ}05'00''$, an arc length of 111.21 feet; thence along a curve to the right with a radius of 373.00 feet, through a central angle of $26^{\circ}55'00''$, an arc length of 175.23 feet; thence along a curve to the left with a radius of 400.00 feet, through a central angle of $22^{\circ}40'00''$, an arc length of 158.24 feet; thence N. $50^{\circ}05'$ E., 85.00 feet; thence along a curve to the left with a radius of 120.00 feet, through a central angle of $66^{\circ}35'00''$, an arc length of 139.45 feet; thence along a curve to the right with a radius of 235.00 feet, through a central angle of $36^{\circ}15'00''$, an arc length of 148.68 feet; thence N. $19^{\circ}45'$ E., 120.00 feet; thence along a curve to the right with a radius of 175.00 feet, through a central angle of $63^{\circ}15'00''$, an arc length of 193.19 feet; thence N. $83^{\circ}00'$ E., 75.00 feet; thence along a curve to the left with a radius of 50.00 feet, through a central angle of $35^{\circ}48'53''$, an arc length of 31.25 feet to a point on the Easterly line of said Lot 14; thence from said point Northeasterly along a curve concave Southeasterly whose radius point bears S. $42^{\circ}48'53''$ E., 100.00 feet, with a radius of 100.00 feet, through a central angle of $35^{\circ}43'53''$, an arc length of 62.36 feet; thence along a curve to the left with a radius of 230.00 feet, through a central angle of $13^{\circ}30'00''$, an arc length of 54.19 feet; thence along a curve to the right with a radius of 205.00 feet, through a central angle of $14^{\circ}35'00''$, an arc length of 52.18 feet; thence along a curve to the left with a radius of 215.00 feet through a central angle of $29^{\circ}50'56''$, an arc length of 112.01 feet to a point on the Easterly line of said Lot 15 which bears S. $25^{\circ}18'02''$ E., 406.08 feet from the Northeasterly corner thereof.

EXHIBIT "B"

April 22, 1977

EXHIBIT C

BOOK 6781 PAGE 258

Legal Description of South Applewine Lane Easement

An easement 40.00 feet wide, for ingress and egress and public utilities purposes : over and across Lots 2 and 3 of Shaver Falls, Tract No. 2294, recorded in Plats, Book 27 at Pages 9 through 14, Fresno County Records, the center line of which is described as follows:

Commencing at the Northwest corner of said Lot 3; thence Easterly along a curve whose radius point bears N. $3^{\circ}45'$ E., 300.00 feet, with a radius of 300.00 feet, through a central angle of $18^{\circ}45'00''$, an arc length of 98.17 feet; thence N. $75^{\circ}00'$ E., 105.00 feet to the true point of beginning of this description; thence Southeasterly along a curve whose radius point bears N. $31^{\circ}40'$ E., 100.00 feet, with a radius of 100.00 feet, through a central angle of $45^{\circ}00'00''$, an arc length of 78.54 feet; thence N. $76^{\circ}40'$ E., 85.00 feet; thence along a curve to the right with a radius of 82.00 feet, through a central angle of $112^{\circ}55'00''$, an arc length of 161.60 feet; thence along a curve to the left with a radius of 246.00 feet, through a central angle of $50^{\circ}25'00''$, an arc length of 216.46 feet; thence along a curve to the right with a radius of 287.00 feet, through a central angle of $16^{\circ}30'00''$, an arc length of 82.65 feet; thence S. $24^{\circ}20'$ E., 130.00 feet; thence along a curve to the right with a radius of 225.00 feet, through a central angle of $42^{\circ}50'00''$, an arc length of 168.21 feet; thence S. $18^{\circ}30'$ W., 75.00 feet; thence along a curve to the right with a radius of 225.00 feet, through a central angle of $22^{\circ}55'00''$, an arc length of 89.99 feet thence along a curve to the left with a radius of 344.00 feet, through a central angle of $30^{\circ}55'25''$, an arc length of 185.66 feet to a point on the South line of said Lot 2 which bears S. $79^{\circ}01'59''$ E., 202.32 feet from the Southwest corner thereof and is the end point of this description.

EXHIBIT "C"

April 22, 1977

EXHIBIT "A"

Little Shuteye Lane (extension)

BOOK 6781 PAGE 259

Description of an easement 40.00 feet in width, for Public Utilities and Private Road for Public Use purposes over and across portions of Lots 27, 28 and 29 as shown on the Map of Tract No. 2294 Shaver Falls, recorded in Volume 27 of Plats at Pages 9 through 14, Fresno County Records, the center line of which is described as follows:

Commencing at a point on the North line of said Lot 27 which bears N 84° 28' E., 57.00 feet from the Northwest corner thereof; thence from said point of commencement S 88° 54' 08" E., 18.70 feet; thence S 65° 25' 53" E., 337.39 feet; thence N. 87° 53' 43" E., 52.82 feet to the center point of a turn-around whose radius is 30.00 feet; thence continuing S 58° 33' 28" E., 179.02 feet thence N 24° 16' 19" E., 242.21 feet; thence S 86° E, 235.00 feet; thence S 30° 40' 18" E, 225.00 feet to a point on the South line of Lot 29 bearing S 89° 12' 51" E, 23.07 feet distant from the Southeast corner of Lot 29 with said point being the end of the centerline of this easement.

EXHIBIT "B"

April 22, 1977

FRESNO COUNTY RECORDERS OFFICE

EXHIBIT "E"

SOUTH THUMPER LANE

BOOK 6781 PAGE 260

An easement 40.00 feet wide of ingress and egress over and across Lots 51, 52, 53 and 54 of Shaver Falls, Tract No. 2294, recorded in Book 27 at pages 9 through 14 of Plats, Fresno County Records, the center line of which is described as follows:

Commencing at a point on the Northerly line of said Lot 51 which bears N 79° 15' W 27.73 feet from the Northeasterly corner thereof, with said Northerly line being the centerline of the easement for Solitude Land; thence from said point S 54° 36' 01" W 545.00 feet; thence N 86° 29' 12" W 310.00 feet; thence S 56° 39' W 295.00 feet; thence S 68° 10' 29" W 190.00 feet; thence N 69° 46' 39" W 196.47 feet to a point 20.00 feet Westerly of the Easterly line of said Lot 54; continuing thence parallel to said line S 12° 08' 09" W 220.00 feet to a point on the Southerly line of said Lot 54 being the end of the center line of this 40.00 feet wide easement.

EXHIBIT "E"