

1 DECLARATION OF COVENANTS, CONDITIONS AND
2 RESTRICTIONS

3 THIS DECLARATION, made on the date hereinafter set forth
4 by BERRY & BERRY, INC., and WESTGATE BUILDING MATERIALS, INC.,
5 hereinafter referred to as "Declarant",

6 WITNESSETH:

7 WHEREAS, Declarant is the owner of certain property in
8 the City of Madera, County of Madera, State of California, which
9 is more particularly described as:

10 Lots 1 through 35, inclusive, being all of
11 the property of Seasons Court Subdivision
12 as more particularly described on the Map
13 thereof recorded on the 5th day of February
14 1981, in Book 27 at Page 83 of Maps, records
15 of Madera County California.

16 NOW, THEREFORE, Declarant hereby declares that all of
17 the properties described above shall be held, sold, and conveyed
18 subject to the following easements, restrictions, covenants,
19 and conditions, which are the purpose of protecting the value
20 and desirability of, and which shall run with, the real property
21 and be binding on all parties having any right, title, or
22 interest in the described properties or any part thereof, their
23 heirs, successors, and assigns, and shall inure to the benefit
24 of each Owner thereof.

25 ARTICLE I. DEFINITIONS

26 Association Defined

Section 1.01. "Association" shall mean and refer to
SEASONS COURT ASSOCIATION, its successors and assigns.

1 BERRY & BERRY, INC., and WESTGATE BUILDING MATERIALS, INC.,
2 their successors and assigns if such successors or assigns would
3 acquire more than one undeveloped Lot from the Declarant for the
4 purpose of development.

5 ARTICLE II. PROPERTY RIGHTS

6 Owners' Easements of Enjoyment

7 Section 2.01. Every Owner shall have a right and easement of
8 enjoyment in and to the Common Area which shall be appurtenant
9 to and shall pass with the title to every Lot, subject to the
10 following provisions:

11 (a) The right of the Association to charge reasonable
12 admission and other fees for the use of any recreational facility
13 situated upon the Common Area;

14 (b) The right of the Association to suspend the voting rights
15 and the right to use of the recreational facilities by an Owner
16 for any period during which any assessment against his Lot remains
17 unpaid; and for a period not to exceed sixty (60) days for any
18 infraction of its published rules and regulations after a hearing
19 by the Board of Directors of the Association. Prior to imposing
20 any such suspension, the accused person shall be given notice and
21 an opportunity to be heard by the Board, which said notice and
22 hearing shall satisfy the minimum requirements of §7341 of the
23 Corporations Code with respect to the accused member before a
24 decision to impose suspension is reached.

25 (c) The right of the Association to dedicate or transfer
26 all or any part of the Common Area to any public agency, authority

1 or utility for such purposes and subject to such conditions as
2 may be agreed to by the members. No such dedication or transfer
3 shall be effective unless an instrument signed by two-thirds (2/3
4 of each class of members agreeing to such dedication or transfer
5 has been recorded.

6 Delegation of Use

7 Section 2.02. Any Owner may delegate, in accordance with the
8 Bylaws, his right of enjoyment to the Common Area and facilities
9 to the members of his family, his tenants, or contract purchasers
10 who reside on the property.

11 ARTICLE III. MEMBERSHIP AND VOTING 12 RIGHTS

13 Membership

14 Section 3.01. Every Owner of a Lot which is subject to
15 assessments shall be a member of the Association. Membership sha
16 be appurtenant to and may not be separated from ownership of any
17 Lot which is subject to assessment.

18 Voting Classes

19 Section 3.02. The Association shall have two classes of
20 voting membership:

21 (a) Class A. members shall be all Owners with the excep
22 tion of the Declarant and shall be entitled to one vote for each
23 Lot owned. When more than one person holds an interest in any
24 Lot, all such persons shall be members. The vote for such Lot
25 shall be exercised as they among themselves determine, but in no
26 event shall more than one vote be cast with respect to any one

1 Lot.

2 (b) The Class B members shall be the Declarant and shall
3 be entitled to three (3) votes for each Lot owned. The Class B
4 membership shall cease and be converted to Class A membership on
5 the happening of any of the following events, whichever occurs
6 earliest:

7 (1) When the total votes outstanding in the Class A
8 membership equal the total votes outstanding in
the Class B membership; or

9 (2) On June 1st, 19 83, which is the second
10 anniversary of the original issuance of the
subdivision public report for the development.

11 ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

12 Creation of Lien and Personal Obligation
13 of Assessments

14 Section 4.01. The Declarant, for each Lot owned within the
15 Properties, hereby covenants, and each Owner of any Lot by acceptance
16 of a deed therefor, whether or not it shall be so expressed in such
17 deed, is deemed to covenant and agree to pay to the Association:
18 annual assessments or charges and special assessments for capital
19 improvements, such assessments to be established and collected as
20 hereinafter provided. The annual and special assessments, together
21 with interest, costs and reasonable attorney's fees shall be a charge
22 on the land and shall be a continuing lien upon the property against
23 which each such assessment is made. Each such assessment, together
24 with interest, costs, and reasonable attorney's fees, shall also be
25 the personal obligation of the person who was the Owner of such property
26 at the time when the assessment fell due. The personal obligation
for delinquent assessments shall not pass to his successors

1 title unless expressly assumed by them.

2 Purpose of Assessment

3 Section 4.02. The assessments levied by the Association shall
4 be used exclusively to promote the recreation, health, safety,
5 and welfare of the residents in the Properties and for the improve-
6 ment and maintenance of the Common Area.

7 Maximum Annual Assessment

8 Section 4.03. Until January 1 of the year immediately follow
9 the conveyance of the first Lot to an Owner, the maximum annual
10 assessment shall be \$ 693.60 per Lot.

11 (a) From and after January 1 of the year immediately follow
12 the conveyance of the first Lot to an Owner, the maximum annual
13 assessment may be increased each year not more than fifteen (15)
14 percent above the maximum assessment for the previous year without
15 a vote of the membership.

16 (b) From and after January 1 of the year immediately follow
17 the conveyance of the first Lot to an Owner, the maximum annual
18 assessment may be increased above fifteen percent by the vote or
19 written assent of two-thirds of Class A Members, excluding Declar

20 (c) The Board of Directors may fix the annual assessment at
21 an amount not in excess of the maximum.

22 Special Assessments for Capital Improvements

23 Section 4.04. In addition to the annual assessments authori
24 above, the Association may levy, in any assessment year, a special
25 assessment applicable to that year only for the purpose of defray
26 ing, in whole or in part, the cost of any construction,

1 reconstruction, repair, or replacement of a capital improvement
2 upon the Common Area, including fixtures and personal property
3 related thereto, provided that any such assessments, which in the
4 aggregate exceed five percent of the budgeted gross expenses of
5 the Association for that fiscal year, shall have the vote or writ
6 assent of two-thirds (2/3) of Class A members, excluding Declaran

7 Notice and Quorum for Any Action Authorized Under
8 Sections 4.03, 4.04

9 Section 4.05. Any action authorized under Section 4.03 or
10 4.04 shall be taken at a meeting called for that purpose, written
11 notice of which shall be sent to all members not less than thirty
12 (30) nor more than sixty (60) days in advance of the meeting. At
13 the first such meeting called, the presence of members or proxies
14 entitled to cast fifty percent (50%) of all the votes of the tota
15 voting power of the corporation shall constitute a quorum. If th
16 required quorum is not present, another meeting may be called sub
17 ject to the same notice requirement, and the required quorum at
18 the subsequent meeting shall be one-half (1/2) of the required
19 quorum at the preceding meeting. No such subsequent meeting shal
20 be held sooner than five (5) nor more than thirty (30) days follo
21 ing the preceding meeting.

22 Uniform Rate of Assessment

23 Section 4.06. Both annual and special assessments must be
24 fixed at a uniform rate for all Lots and may be collected on a
25 monthly basis.

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Effect of Nonpayment of Assessments: Remedies of the Association

Section 4.08. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Subordination of Lien to Mortgages

Section 4.09. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However the transfer of a subdivision interest as a result of the exercise of a power of sale, or a judicial foreclosure involving a default under the first encumbrance, shall extinguish the lien of assessments which were due and payable prior to the transfer of the subdivision interest. No transfer of the subdivision interest as the result of a foreclosure or exercise of a power of sale shall relieve the new owner, whether it be the former beneficiary of the first encumbrance or another person, from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V. ARCHITECTURAL CONTROL

Architectural Restrictions

Section 5.01. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition, change, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topograph by an Architectural Committee composed of at least three (3) but not more than five (5) members of the Association. In the event the Architectural Committee failed to approve or disapprove such design and location within thirty (30) days after

1 said plans and specifications have been submitted to it, approval
2 will not be required and this Article will be deemed to have been
3 fully complied with.

4 Appointment of Architectural Committee

5 Section 5.02. The original members of the Architectural
6 Committee and all replacements thereon until the first anniversary
7 of the issuance of the final public report for the subdivision
8 shall be appointed by Declarant. Said Declarant reserves unto
9 itself the power to appoint a majority of the members of the
10 Committee until 90% of all the subdivision interests in the overall
11 development have been sold, or until the fifth anniversary of the
12 issuance of the final public report for the subdivision, whichever
13 first occurs. After one year from the date of issuance of the
14 original public report for the subdivision, the Board of Directors
15 of the Association shall have the power to appoint one member to
16 the Architectural Control Committee until 90% of all of its sub-
17 division interests in the overall development have been sold, or
18 until the fifth anniversary date of the original issuance of the
19 final public report of the subdivision, whichever occurs first.
20 Thereafter, the Board of Directors of the Association shall have
21 the power to appoint all of the members of the Architectural Control
22 Committee.

23 Qualifications of Members of Architectural 24 Control Committee

25 Section 5.03. Members appointed to the Architectural Control
26 Committee by the Board of Directors of the Association shall be

1 from the membership of the Association. Members appointed to the
2 Committee by Declarant need not be members of the Association.

3 ARTICLE VI. GENERAL PROVISIONS

4 Enforcement

5 Section 6.01. The Association, or any Owner, shall have the
6 right to enforce, by any proceeding at law or in equity, all res-
7 trictions, conditions, covenants, reservations, liens and charges
8 now or hereafter imposed by the provisions of this Declaration.
9 Failure by the Association or by any Owner to enforce any covenan-
10 or restriction herein contained shall in no event be deemed a
11 waiver of the right to do so thereafter.

12 Severability

13 Section 6.02. Invalidation of any one of these covenants or
14 restrictions by judgment or court order shall in no wise affect an
15 other provisions which shall remain in full force and effect.

16 Amendment

17 Section 6.03. The covenants and restrictions of this Declara-
18 tion shall run with and bind the land, for a term of twenty (20)
19 years from the date this Declaration is recorded, after which tim-
20 they shall be automatically extended for successive periods of te
21 (10) years. This Declaration may be amended by the affirmative v
22 (in person or by proxy) or written consent of members representin
23 a majority of the total voting power of the Association, which sh
24 include a majority of the votes of members other than the Declara
25 or where the two-class voting structure is still in effect, a
26 majority of each class of membership. However, the percentage of

1 voting power necessary to amend a specific clause shall not be less
2 than the prescribed percentage of affirmative votes required for
3 action to be taken under that clause. Any amendment must be recorded

4 Annexation

5 Section 6.04. Additional residential property and Common
6 Area property may be annexed to the Properties with the consent of
7 two-thirds (2/3) of Class A members, excluding Declarant.

8 FHA/VA Approval

9 Section 6.05. As long as there is a Class B membership,
10 the following actions will require the prior approval of the
11 Federal Housing Administration or the Veterans Administration:
12 annexation of additional properties, dedication of Common Area,
13 and amendment of the Declaration of Covenants, Conditions and
14 Restrictions.

15 ARTICLE VII. PARTY WALLS

16 General Rules of Law to Apply

17 Section 7.01. Each wall which is built as part of the
18 original construction of the homes upon the Properties and placed
19 on the dividing line between the Lots shall constitute a party
20 wall, and, to the extent not inconsistent with the provisions
21 of this Article VII, the general rules of law regarding party
22 walls and liability for property damage due to negligence or will-
23 ful acts or omissions shall apply thereto.

24 Sharing of Repair and Maintenance

25 Section 7.02. The cost of reasonable repair and mainte-
26 nance of a party wall shall be shared by the Owners who make use

1 of the wall in proportion to such use.

2 Destruction by Fire or Other Casualty

3 Section 7.03. If a party wall is destroyed or damaged
4 by fire or other casualty, any Owner who has used the wall may
5 restore it, and if the other Owners thereafter make use of the
6 wall, they shall contribute to the cost of restoration thereof
7 in proportion to such use without prejudice, however, to the right
8 of any such Owners to call for a larger contribution from the
9 others under any rule of law regarding liability for negligent
10 or willful acts or omissions.

11 Weatherproofing

12 Section 7.04. Notwithstanding any other provision of
13 this Article, an Owner who by his negligent or willful act causes
14 the party wall to be exposed to the elements shall bear the whole
15 cost of furnishing the necessary protection against such elements.

16 Right of Contribution Runs With the Land

17 Section 7.05. The right of any Owner to contribution from
18 any other Owner under this Article shall be appurtenant to the
19 land and shall pass to such Owner's successors in title.

20 Arbitration

21 Section 7.06. In the event of any dispute arising concerning
22 a party wall, or under the provisions of this Article, each
23 party shall choose one arbitrator, and such arbitrators shall
24 choose one additional arbitrator, and the decision shall be by
25 majority of all the arbitrators.

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1 ARTICLE VIII. EXTERIOR MAINTENANCE

2 Section 8.01. In the event an Owner of any Lot in the
3 Properties shall fail to maintain the premises and improvements
4 situated thereon in a manner satisfactory to the Board of
5 Directors, the Association, after approval of two-thirds (2/3)
6 vote of the Board of Directors, shall have the right, through its
7 agents and employees, to enter upon said parcel and to repair
8 maintain, and restore the Lot and the exterior of the buildings
9 and any other improvements erected thereon. The cost of such
10 exterior maintenance shall be added to and become part of the
11 assessment to which such Lot is subject. Such additional
12 assessment shall not be subject to the restrictions set forth in
13 Sections 4.03(a), 4.04 or 4.06 and shall be due thirty (30) days
14 after demand from the Owner.

15 ARTICLE IX. PROHIBITION AGAINST
16 SEVERABILITY OF COMMON INTEREST
17 FROM SUBDIVISION INTEREST

18 Severance Prohibition

19 Section 9.01. No owner shall be entitled to sever his
20 interest in the Common Area from his interest in the lot owned
21 by him. Neither of said component interests may be severally
22 sold, conveyed, encumbered, leased, subleased, hypothecated or
23 otherwise dealt with, and any violation or attempted violation
24 of this provision shall be void and of no effect. The suspension
25 of this right of severability will in no event last beyond the
26 period set forth in §1354 of the Civil Code of the State of
California.

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1 improvement. If the Association has given an extension in
2 writing for the completion of any Common Area improvement, the
3 Board of Directors shall consider and vote on the aforesaid
4 question if a notice of completion has not been filed within
5 thirty (30) days after the expiration of the extension.

6 Failure to Initiate Action

7 Section 10.03. If the Board of Directors decide not
8 to initiate action to enforce the obligations under the bond,
9 or if the Board fails to consider and vote upon the question,
10 then upon a petition for special meeting of the members for the
11 purpose of voting to override such decision by the Board, or
12 failure to act by the Board, signed by members representing not
13 less than 5% of the total voting power of the Association, such
14 special meeting shall be held not less than thirty-five (35) days
15 nor more than forty-five (45) days after receipt by the Board of
16 such petition.

17 Voting at Special Meeting

18 Section 10.04. At a special meeting for the purpose of
19 voting to override a decision by the Board not to initiate action
20 to enforce the obligations under the bond, or the failure of the
21 Board to consider and vote on the question, a vote of a majority
22 of the voting power of the Association residing in members other
23 than the Declarant to take action to enforce the obligations
24 under the bond shall be deemed to be the decision of the
25 Association, and the Board shall thereafter implement this
26 decision by initiating and pursuing appropriate action in the

1 name of the Association.

2 ARTICLE XI. EASEMENTS

3 Utilities

4 Section 11.01. Easements over the project for the
5 installation and maintenance of electric, telephone, water, gas,
6 catv, if any, sanitary sewer lines and facilities, drainage facilities,
7 streets, entry gate, parking areas, and lighting, as shown on
8 the recorded map of the property, and as may be hereinafter required
9 or needed to service the project, and hereby reserved by Declarant
10 together with the right to grant and transfer the same to the
11 association, the City of Madera, or any public utility. The
12 reservation of such right by Declarant will terminate as to
13 Declarant as to each lot when such lot is sold, and as to the
14 Common Area, when the same is transferred to the Association.

15 Section 11.02. The streets, entrance gate, parking areas,
16 lighting, sewer lines in the common area, and drainage facilities
17 shall be the property of the association and maintained by the
18 association.

19 ARTICLE XII. LIMITATION OF ACCESS

20 12.01 Access to the subdivision may be limited by the
21 installation of gates requiring cards, keys or other means of opening.
22 Rules and regulations pertaining thereto shall be adopted by
23 the association. By a two-thirds vote of the Class A members of
24 the association access limitation by gates may be terminated or
25 re-installed at any time in the future.

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ARTICLE XIII. FRONT YARDS

13.01. Landscaping of front yards on all lots shall be under the control of the architectural committee. No landscaping shall be commenced or maintained upon the property until the plans and specifications showing the nature and location thereof have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding landscaping by the architectural committee.

13.02. In the event that the architectural committee fails to approve or disapprove such design and location within thirty (30) days after the plans therefor have been submitted to it, approval will not be required and this Article will be deemed to be fully complied with.

13.03. In the event disapproval of landscaping is made by the architectural committee, then the owner shall resubmit plans that are in harmony with the surrounding landscaping. If the same are still not approved, then landscaping design shall be determined by arbitration in the same manner as set forth in Section 7.06 hereof.

13.04. The provisions of Section 8.01 hereof shall apply to landscaping.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 8 day of JANUARY 19 81.

WESTGATE BUILDING MATERIALS, INC.

By Louise R. Berry
By _____

BERRY & BERRY, INC.

By Louise R. Berry

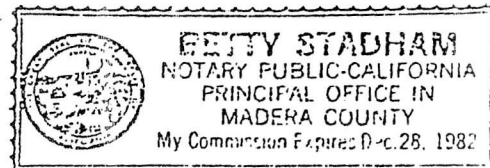
By _____

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STATE OF CALIFORNIA

said County of *Madera* } ss.
On *Jan 22*, 19*81*, before me, *the undersigned*
a Notary Public in and for said State, personally appeared
David L. Perry and _____ known to me
to be the _____ President and the _____ Secretary of the corporation that executed
the within instrument, and also known to me to be the persons who executed it on
behalf of such corporation, and acknowledged to me that such corporation executed
the same, and further acknowledged to me that such corporation executed the within
instrument pursuant to its by-laws or a resolution of its Board of Directors.

My commission expires *12-28-82* *Betty Stadham*
Notary Public



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