

**RECORDED: Mariposa County, California – July 18, 1969
Volume 115 – Official Record 1137**

DECLARATION OF RESTRICTIONS

LAKE DON PEDRO, UNIT 1-M

THIS DECLARATION, made this 16th day of July, 1969, by BOISE CASCADE PROPERTIES, INC. of Delaware, a Delaware corporation (“Declarant”), is made in 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 “Lake Don Pedro Subdivision, Unit No. 1-M”, consisting of twenty-seven (27) sheets marked, respectively, “Sheet 1 of 27 Sheets” through “Sheet 27 or 27 Sheets” which Map was recorded in the Office of the County Recorder of Mariposa County, California on May 20, 1969, in Book of Maps at page 1658.

B. There are four hundred fifty-five (455) 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.

D. All of the real property described in the Map comprises in the aggregate a portion of Lake Don Pedro subdivision located in Mariposa County (“Subdivision”) to which other real property of Declarant may be annexed in the manner provided in Paragraph 13 herein, and upon said annexation shall become a part of the Subdivision and shall become subject to said Restrictions.

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

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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 and of the Subdivision as a whole. 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.

1. APPLICABILITY. These Restrictions shall apply to subdivided, numbered lots only and are specifically excluded from application to other lands designated on the Map as parcels or as lands of Declarant, which parcels and lands are intended for future commercial, multiple-dwelling, single-family residence, or recreational uses to be determined by Declarant, its successors or assigns.

2. TERM AND AMENDMENT. 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 1, 1995, 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 of all lots in the entire Subdivision has been recorded agreeing to change the covenants herein in whole or in part; provided, however, that at any time before January 1, 1980, these Restrictions may only be amended by the vote of the then record owners of two-thirds (2/3) of the lots in the Subdivision subject thereto.

3. 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 in the Subdivision to which they are applicable, 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 therein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns; and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the Subdivision and their respective owners.

4. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENT. No lot shall be used except for residential purposes. No structures shall be erected, placed or permitted to remain on any lot other than one (1) detached, single-family residence dwelling and such outbuildings as are usually accessory to a single-family residence dwelling, including a private garage and, in the case of a lot contiguous to a lake or shoreline, a boat shelter, pier, or other similar structure

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approved as herein provided. "Single family" shall be defined as one or more persons, each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not all so related, together with his or their domestic servants maintaining a common household in a dwelling.

5. LAKE DON PEDRO OWNERS' ASSOCIATION OF MARIPOSA COUNTY.

(a) Membership. Every person, including Declarant, who acquires title, legal or equitable, to any lot in the Subdivision shall become a member of the Lake Don Pedro Owners' Association of Mariposa County, a California nonprofit corporation ("Association"); provided, however, that such membership is not intended to apply to those persons who hold an interest in any such lot merely as security for the performance of an obligation to pay money, e.g., mortgages, deeds of trust, or real estate contract purchases. Declarant's membership (by reason of its ownership of unsold lots) need not be evidenced by certificates of membership as provided in the Association's by-laws.

(b) General purpose and powers. The general purpose of the Association is to further and promote the common interests and welfare of property owners in the Subdivision. The Association shall have such powers as are set forth in its articles and by-laws. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to govern the use and enjoyment of common facilities within the Subdivision as it may own from time to time.

(c) Ownership of common facilities. Declarant has conveyed, or will convey prior to the conveyance of any lot to the public, fee simple title to Association to the common parcels shown on the Map.

(d) Assessments. The Association shall have all the powers that are set forth in its articles of incorporation and by-laws or that belong to it by operation of law, including the power to levy against every lot in the Subdivision, including those of Declarant insofar as it retains ownership to lots within the Subdivision, uniform special or annual assessments as set forth in its by-laws.

(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 its Board of Directors pursuant to the resolution adopted by such Board fixing the amount of such assessment. Written notice of such assessment and the date

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of payment shall be sent to each member. Said assessments shall remain a lien upon the property 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 of Mariposa County, California.

(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 of Mariposa County, California, 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 lot owner in the Subdivision 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 of such lot, 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, 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 of mortgages and/or trust deeds; provided, however, that no proceeding for foreclosure shall be commenced except upon the expiration of four (4) months from and after the date the charge giving rise to such lien becomes due and payable.

(6) Subordination of assessment liens. Liens of first mortgages and/or first trust deeds placed upon any lot for the purpose of constructing a residence or other improvement thereon which are recorded in accordance with the laws of the State of California shall be, from the date of recordation of such, superior to any and all such liens provided for herein.

(7) Disposition of assessment funds. The funds

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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 property owners in the Subdivision, all as set forth and provided in its articles of incorporation and by-laws.

6. ENVIRONMENTAL CONTROL COMMITTEE.

(a) Prior written approval of improvements. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof, and any remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the Environmental Control Committee (“Committee”), as the same is from time to time composed.

(b) Committee membership. The Committee shall be composed of three (3) members to be appointed by Declarant. Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant, or in the event of Declarant’s failure to so appoint within two (2) months after any such vacancy, then by the Board of Directors of the Association. When ninety percent (90%) of the lots in the Subdivision shall have been sold by Declarant, the Board of Directors of the Association shall have complete control of the appointments and removal of Committee members. Either a lapse of eighteen (18) months between filings of unit maps of the Subdivision, provided that ninety percent (90%) of the then aggregate number of lots in all recorded units of the Subdivision have been sold by Declarant, or a lapse of three (3) years from the date of the Final Subdivision Public Report of the California Division of Real Estate applicable to the next preceding unit of the Subdivision, regardless of whether or not ninety percent (90%) of the aggregate number of lots in all recorded units of the Subdivision have been sold, shall be sufficient to place control for such appointments and removals in the Association’s Board of Directors.

(c) Submittal of plans. There shall be submitted to the Committee two (2) complete sets of plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifi-

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cations therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape planting. In addition, topography maps prepared by a registered civil engineer or a licensed land surveyor shall be included as part of all plans relating to lakefront lots.

(d) Filing fee. As a means of defraying its expenses, the Committee may institute and require a reasonable filing fee to accompany the submission of plans to it. No additional fee shall be required for resubmission of plans revised in accordance with Committee recommendations.

(e) Approval of plans. The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof or shall notify the person submitting them that an additional period of time, not to exceed thirty (30) days is required for such approval or disapproval. Plans, specifications and details not approved or disapproved or for which time is not extended within the time limits provided herein shall be deemed approved as submitted. One (1) set of said plans and specifications and details with the approval, or disapproval, endorsed thereon, shall be returned to the person submitting them and the other copy shall be retained by the Committee for its permanent files.

(f) Nonresponsibility for defects. Notwithstanding the approval by the Committee, Declarant, their agents, employees or independent contractors, in accordance with the foregoing provisions, of any plans or 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; 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.

7. SIZE AND PLACEMENT OF RESIDENCES AND STRUCTURES.

(a) Minimum area of dwellings. Every residence dwelling

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and, in addition thereto, owners of the following lots must secure approval of said Mariposa County Health Department and complete the construction of the Septic system leaching field prior to beginning construction of any dwelling upon said following described lots.

Lots	23	182	224	301	421
	42	190	229	313	422
	43	191	259	315	429
	44	192	283	316	431
	45	193	284	317	432
	46	196	288	318	433
	49	198	289	319	434
	80	199	294	321	435
			295	322	437
				323	438
				324	447
				325	448
				327	449
				328	452
				388	453
				390	454 and
				395	455

(b) Temporary structures. No temporary house, tent, garage, or other outbuilding shall be placed or erected on any lot; provided, however, that the Committee may grant permission during the construction of a single family residence to use a house trailer as a temporary dwelling, and provided further that such use of house trailers must be approved in writing by the Architectural Board and the County of Mariposa for a period of time which shall not exceed a total of one (1) year.

(c) Occupancy of residences. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

(d) Quality of construction. All structures constructed or placed on any lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such lot.

(e) Pets. No animals or livestock of any description except the usual household pets shall be kept on any lot. No more than two (2) pets shall be kept on any lot.

(f) Signs. Signs of customary and reasonable dimensions approved by the Committee shall be permitted to be displayed

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on any lot advertising the same for sale. All other signs, billboards, or advertising structures of any kind are prohibited except upon application to and written permission from the Committee.

(g) Parking. No vehicle shall be parked on any street in the Subdivision, nor shall any stripped-down, partially wrecked, or junk motor vehicle, or sizeable part thereof, be permitted to be parked on any street in the Subdivision or on any lot in such manner as to be visible to the occupants of other lots within the Subdivision or to the users of any street, lake or golf course therein.

(h) Fuel tanks; rubbish receptacles. Every tank for the storage of fuel installed outside any building in the Subdivision shall be either buried below the surface of the ground or screened to the satisfaction of the Committee by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, lake or golf course within the Subdivision at any time except during refuse collections.

(i) Model houses. No owner of any lot shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit unless prior written permission to do so shall have been obtained from the Committee.

(j) Maintenance; enforcement by Association. All lots, whether occupied or unoccupied, and any improvements placed thereon, including individual sewage disposal systems, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon, or to prevent the occurrence of any health hazard. In the event any such lot or improvement thereon is not so maintained, the Association shall have the right, through its agents and employees, to enter thereon for the purpose of maintenance, restoration or repair, the cost of which shall be added to and become a part of the annual charge to which such lot is subject and which may become a lien thereon in the same manner as herein provided.

(k) Nuisances. No noxious or offensive activities shall be carried on on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

(l) Mining operations. No oil or natural-gas drilling,

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refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected; maintained or permitted on any lot.

(m) Removal of trees. No tree in excess of three (3) inches in diameter shall be removed from any lot without first obtaining the written consent of the Committee.

(n) Radios; antennae. No radio station or shortwave operators of any kind shall operate from any lot or residence. No exterior television or radio antenna of any kind shall be constructed or erected on any lot or residence after such time as a community antenna television (CATV) system has been made available to residences at rates of charge for installation and monthly service commensurate with the rates charged by comparable CATV systems.

(o) Dumping or burning of trash. No trash, ashes, garbage or other refuse shall be dumped or stored on any lot nor be thrown into or left on the shoreline of any lake in the Subdivision. No outside burning of trash or garbage shall be permitted.

(p) Destruction of improvements. No improvement which has been partially or totally destroyed by fire, earthquake or otherwise, shall be allowed to remain in such state for more than six (6) months from the time of such destruction.

(q) Completion of construction. Every building, dwelling, or other improvement, the construction or placement of which is begun on any lot, shall be completed within six (6) months after the beginning of such construction or placement. The Committee, for good cause as determined by it, may extend the time limit. In the event of cessation of construction for ninety (90) consecutive days not caused by act of God or otherwise beyond the reasonable control of the lot owner, the existence of such incomplete construction shall be deemed to be a nuisance and the Association and/or the Committee shall have the right to remove the incomplete work or complete the same, at the cost of the owner, such cost to become a lien upon said lot, subject to foreclosure in the manner provided by law for foreclosure of mortgages and/or trust deeds.

(r) Home occupations. No gainful occupation, profession or trade or other nonresidential use shall be conducted on any lot or in any building without prior written approval of the Committee.

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(s) Owners of lots adjacent to golf course fairways shall permit the entrance upon their lots for purposes of retrieval of golf balls.

9. VARIANCES. The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood or the Subdivision.

10. EASEMENTS.

(a) Dedicated Easements. Declarant has dedicated to Mariposa County rights-of-way and easements areas as follows:

(1) Utility Easements. For the installation and maintenance of public utilities over strips of land ten (10) feet in width along all subdivision boundaries and five (5) feet each side on all side and rear lot lines.

(2) Road Maintenance. Strips of land five (5) feet in width beyond the top of all cut banks and beyond the toe of all fill banks on all streets and including all cut and fill areas.

(3) Drainage Easements. Strips of land ten (10) feet in width lying five (5) feet on either side of the center line of the natural drainage valleys as shown on the Map.

(b) Maintenance. On each lot, the right-of-way and easement areas reserved by Declarant or dedicated to public utilities purposes shall be maintained continuously by the lot owner but 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 utilities; which may change the direction of flow of drainage channels in the easements; 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. Improvements within such areas shall also be maintained by the respective lot owner except for those for which a public authority or utility company is responsible.

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12. GRANTEE'S TITLE.

Restrictions and easements. Declarant shall convey fee title to lots within the Subdivision by grant deed subject to:

- (1) These Restrictions; and
- (2) Easements and rights of way of record.

(b) Boundaries. Such grant deed shall convey title to the lot only, the boundaries of which shall be the side, rear and front lot lines as designated on the Map, excluding any fee interest in adjacent streets or roads in the Subdivision.

13. ANNEXATION OF SUBSEQUENT UNITS OR PARCELS.

(a) Property to be annexed. Declarant, its successors or assigns, may, from time to time and in its sole discretion, annex into the Subdivision any other real property presently owned by Declarant and which Declarant contemplates including in the Subdivision in Mariposa County, California, and such other property from time to time owned by Declarant which is contiguous to the Subdivision as it may exist at the time of such annexation.

(b) When effective. Such annexation shall become effective, and the Association shall have and shall accept and exercise jurisdiction over the property covered thereby, when Declarant shall have recorded a subdivision map with respect to such annexed property, together with a declaration which may consist of more than one document and which shall, among other things:

(1) Describe the real property which is annexed to the Subdivision;

(2) Declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to these Restrictions, except as the same may be modified only with respect to the annexed property; and

(3) Set forth or refer to any such additional, new, modified or other limitations, restrictions, covenants and conditions which may be made applicable to such annexed property

(c) Limitations. These Restrictions may be incorporated into such declaration by reference to pertinent recording data

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or may be in substantially the same form and length as these Restrictions; provided, however, that in either event:

(1) There will be no discrimination against existing property owners within the Subdivision;

(2) The Association's powers to make assessments and enforce liens shall not be curtailed with respect to such newly annexed property;

(3) No annexation of additional property shall be permitted unless the subdivision map and restrictions applicable thereto shall be recorded within three (3) years from the date of the Final Subdivision Public Report of the California Division of Real Estate applicable to the next preceding unit of the Subdivision.

(d) Annexation for multiple-dwelling purposes. Any portion of such property described above and available for annexation into the Subdivision may, at the option of Declarant, its successors or assigns, be so annexed as a condominium, or for use as a multiple-family residential, guesthouse, inn or hotel facility. Should property related to any of such uses not be so annexed, the Association shall, nevertheless, grant to the owners thereof the right to the use and enjoyment of the common facilities within the Subdivision, or any other assets of the Association, upon the payment of a reasonable charge for maintenance, repair and upkeep or in return for the reciprocal use and enjoyment of common areas of such facilities, or a combination of both.

14. REMEDIES.

(a) Enforcement. The Association or any party to whose benefit these Restrictions inure may proceed at law or in equity to prevent the occurrence, continuation or violation of any of the Restrictions and the court in any such action may award the successful party reasonable expenses in prosecuting such action, including attorneys' fees.

(b) Cumulative rights. The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any of these Restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

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15. GRANTEE'S ACCEPTANCE.

(a) Consent to restrictions. The grantee of any lot subject to the coverage and effect of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant and of the Association, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the lots within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements.

(b) Assumption of risks. Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, including the Association, all the risks and hazards of ownership or occupancy attendant to such lot, including but not limited to its proximity to golf course fairways or lakeshores.

16. PARTIAL INVALIDITY. In the event that any one or more of the provisions herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions shall continue unimpaired and in full force and effect.

17. CAPTIONS. The captions of the various paragraphs of this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms or provisions hereof.

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

BOISE CASCADE PROPERTIES, INC. OF DELAWARE

By: /s/ Roger Sheridan
Assistant Vice President

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**AMENDMENT TO
DECLARATION OF RESTRICTIONS
LAKE DON PEDRO UNIT 1-M**

THIS DECLARATION is made this 8th day of August, 1969, by BOISE CASCADE PROPERTIES, INC. OF DELAWARE, a Delaware corporation, herein referred to as “Declarant,” and is made in light of the following facts and circumstances:

a. On the 18th day of July, 1969, Declarant recorded a Declaration of Restrictions in Volume 115, Document No. 1137 of Official Records of the County Recorder of Mariposa County.

b. Section 8 (e) provided as follows: “Pets. No animals or livestock of any description except the usual household pets shall be kept on any lot. No more than two (2) pets shall be kept on any lot.”

c. In a special meeting of the shareholders held the 8th day of August, 1969, a resolution was duly adopted to amend the foregoing provision to allow the lot owners of Unit 1-M and other such units of the subdivision as may be specifically incorporated into the subdivision to keep horses as allowed by county ordinance.

WHEREFORE, Declarant declares that Section 8 (e) of the Declaration of Restrictions, recorded as aforementioned, shall be and hereby is amended to read:

“Pets. No animals or livestock of any description except the usual household pets and horses as allowed by county ordinance shall be kept on any lot.”

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

BOISE CASCADE PROPERTIES, INC. OF DELAWARE

By: /s/ Roger Sheridan
Assistant Vice President