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WHEN RECORDED MAIL TO:
JOAN AND LOUIE EDWARDS
P.O. BOX 1937
MARIPOSA CA 95338

DOC#: 20142167



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Titles: 1 Pages: 9

Fees	38.00
Taxes	0.00
Others	0.00
PAID	\$38.00

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
BLUEBONNET ESTATES**

This Declaration supersedes any previously recorded Covenants, Conditions and Restrictions for Bluebonnet Estates. The undersigned “Declarant” hereby represent that they are all of the owners of that certain real property in the County of Mariposa, State of California, described as follows:

Bluebonnet Estates, the “Subdivision.”

NOW THEREFORE, Declarant hereby declares that, in the spirit of constructing and maintaining said property as a desirable residential neighborhood with a “county rural” atmosphere and for the benefit of declarant and declarant’s successors as future owners, all of the real property within the subdivision shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the real property.

1. The following minimum standards shall apply to any improvements constructed, altered or changed on the lot:
 - a. All improvements shall be constructed and changed in compliance with the applicable zoning laws, building codes, subdivision restrictions, and all other laws, ordinances and regulations applicable to lot improvements.
 - b. Landscaping shall be designed so as to compliment, protect and harmonize with the natural terrain, existing trees and vegetation and shall be consistent with generally accepted, customary and conventional landscape designs of the area. Clearbrushing (removal of all trees) is prohibited.
 - c. All residences shall be standard housing structures on permanent concrete foundations.
 - d. Pre-fabricated houses shall have a manufacture date less than two years prior to the date of installation. The roof pitch shall be no less than four inches of vertical rise for each twelve inches of

horizontal run (4:12). The roof shall overhang the vertical walls by at least twelve inches.

- e. No structure of a temporary nature shall be used as a permanent residence. A travel trailer or garage may be used temporarily during construction of a permanent residence, but only if done so with an overt intent of permanent residence construction, and while meeting Mariposa County public health requirements. Residence in temporary structures shall not exceed three years.
2. Use restrictions:
 - a. Burning is permitted during the allowed season only with a valid permit. No owner or resident shall permit any condition to exist on his or her lot, including, without limitation, trash piles or weeds, which create a fire hazard or is in violation of local fire regulations.
 - b. No owner shall do any act or construct any improvement which would interfere with the natural or established drainage systems or patterns within the subdivision.
 - c. No noxious, illegal, or offensive activities shall be carried on within any lot, or in any part of the subdivision, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to, or which may in any way interfere with the quiet enjoyment of each owner's lot.
 3. Each owner, contract, purchaser, lessee, tenant, guest, invitee or other occupant of a lot shall be governed by the provisions of this Declaration.
 4. Any owner may encumber his lot with mortgages.
 - a. Notwithstanding any other provision of this Declaration, it is hereby provided that a breach of any of the conditions contained in this Declaration by any owner or of any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said lot or any part thereof.
 - b. No breach of any provision of this Declaration shall invalidate the lien of any mortgage made in good faith and for value, but all of the covenants, conditions, restrictions, declarations, easements and limitations of this Declaration shall be binding on any owner whose title is derived through foreclosure sale, trustee's sale, or otherwise.

- 5. The declarations, covenants, conditions, restrictions, limitations and easements of the Declaration shall run with and bind the subdivision, and shall inure to the benefit of and be binding on the owners of any lots, their legal representatives, heirs, grantees, tenants, successors and assigns, subject to this Declaration, for a term of thirty years from the date this Declaration is recorded. Thereafter, they shall be automatically extended for successive periods of ten years.
- 6. Each owner of a lot, his legal representatives, heirs, grantees, tenants, successors and assigns, or occupant of a lot, shall comply with the provisions of this Declaration, as amended from time to time, and failure to comply with any such provisions or decisions shall be grounds for an action to recover sums due for damage for injunctive relief or for other relief. Each such owner, legal representative, heir, grantee, tenant, successor or assign or occupant of a lot shall also comply with all applicable laws, statutes, ordinances and regulations, and shall defend, indemnify and hold harmless Declarant from any loss, claim, liability or expense, including attorney's fees, arising out of in connection with its failure to comply therewith or with the provisions of this Declaration.
- 7. Should any provision or portion of this Declaration be declared invalid or in conflict with any law of the jurisdiction where this subdivision is located, the validity of all other provisions and portions of this Declaration shall remain unaffected and in full force and effect.
- 8. The various restrictive measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each lot in the Subdivision and failure by Declarant or any other person or persons entitled so to do, to enforce any measure or provision upon violation thereof shall not stop or prevent enforcement thereafter, or be deemed a waiver of the right to do so.

DECLARANTS:

Louie M. Edwards 7/3/14 Joan M. Edwards 7/3/14
 Louie M. Edwards Date Joan M. Edwards Date

~~Eddie R. Marsh~~ ~~Date~~ ~~Jeannine F. Marsh~~ ~~Date~~
 Eddie R. Marsh Date Jeannine F. Marsh Date

John R. Hale 2-3-14
 John R. Hale Date

PROPERTY DESCRIPTION

The following is the described real property in the County of Mariposa, State of California:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, AND 12, FINAL MAP FOR BLUEBONNET ESTATES, RECORDED BY LOUIE EDWARDS AND JOAN EDWARDS ON SEPTEMBER 3, 2008, IN BOOK OF MAPS AT PAGE 2814, MARIPOSA COUNTY RECORDS.

BEING A PORTION OF LOT 4, THE SE ¼ AND THE S ½ OF THE SE ¼ OF SECTION 31, T.5.S., R. 19 E., M.D.B. & M.

Bluebonnet Estates Subdivision Owner List			
Parcel Number	Lot #	Address	Owner
014-240-0270	1	4413 Lone Star Circle	Louie M. and Joan M. Edwards*
014-240-0280	2	4417 Lone Star Circle	Louie M. and Joan M. Edwards*
014-240-0290	3	4435 Lone Star Circle	John R. Hale
014-240-0300	4	4405 Lone Star Circle	Louie M. and Joan M. Edwards*
014-240-0310	5	4416 Lone Star Cir	Louie M. and Joan M. Edwards*
014-240-0320	6	4247 Bluebonnet Ln	Louie M. and Joan M. Edwards*
014-240-0330	7	4267 Bluebonnet Ln	Louie M. and Joan M. Edwards*
014-240-0340	8	4206 Bluebonnet Ln	Louie M. and Joan M. Edwards*
014-240-0350	9	4238 Bluebonnet Ln	Louie M. and Joan M. Edwards*
014-240-0360	10	4250 Bluebonnet Ln	Eddie R. and Jeannine F. Marsh
014-240-0370	11	4464 Bluebonnet Ln	Louie M. and Joan M. Edwards*
014-240-0380	12	4272 Bluebonnet Ln	Louie M. and Joan M. Edwards*

*Title is vested in Louie M. Edwards and Joan M. Edwards, Trustees of the *Louie M. Edwards and Joan M. Edwards 2011 Revocable Family Trust*. In accordance with Trust Transfer Deed recorded on 9/30/2011.

5. The declarations, covenants, conditions, restrictions, limitations and easements of the Declaration shall run with and bind the subdivision, and shall inure to the benefit of and be binding on the owners of any lots, their legal representatives, heirs, grantees, tenants, successors and assigns, subject to this Declaration, for a term of thirty years from the date this Declaration is recorded. Thereafter, they shall be automatically extended for successive periods of ten years.
6. Each owner of a lot, his legal representatives, heirs, grantees, tenants, successors and assigns, or occupant of a lot, shall comply with the provisions of this Declaration, as amended from time to time, and failure to comply with any such provisions or decisions shall be grounds for an action to recover sums due for damage for injunctive relief or for other relief. Each such owner, legal representative, heir, grantee, tenant, successor or assign or occupant of a lot shall also comply with all applicable laws, statutes, ordinances and regulations, and shall defend, indemnify and hold harmless Declarant from any loss, claim, liability or expense, including attorney's fees, arising out of in connection with its failure to comply therewith or with the provisions of this Declaration.
7. Should any provision or portion of this Declaration be declared invalid or in conflict with any law of the jurisdiction where this subdivision is located, the validity of all other provisions and portions of this Declaration shall remain unaffected and in full force and effect.
8. The various restrictive measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each lot in the Subdivision and failure by Declarant or any other person or persons entitled so to do, to enforce any measure or provision upon violation thereof shall not stop or prevent enforcement thereafter, or be deemed a waiver of the right to do so.

DECLARANTS:

~~_____~~ ^{SFI}
 Louie M. Edwards Date

~~_____~~ ^{SFI}
 Joan M. Edwards Date

Eddie R. Marsh 6-15-14
 Eddie R. Marsh Date

Jeannine F. Marsh 6-15-14
 Jeannine F. Marsh Date

~~_____~~ ^{SFI}
 John R. Hale Date

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ACKNOWLEDGMENT

State of California
County of Los Angeles)

On 6-15-14 before me, Suzy F. Ingram (NOTARY)
(insert name and title of the officer)

personally appeared Genevieve F Marsh,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Suzy F. Ingram (Seal)



ACKNOWLEDGMENT

State of California
County of Los Angeles

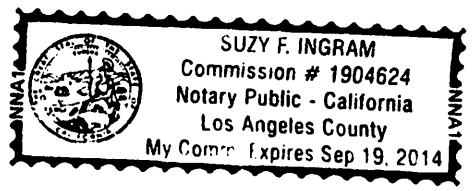
On 6-15-14 before me, Suzy F. Ingram (Notary)
(insert name and title of the officer)

personally appeared Eddie R. Marsh
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Suzy F. Ingram (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

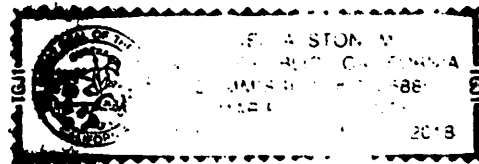
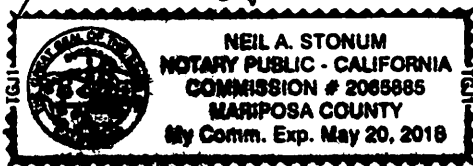
STATE OF California)SS
COUNTY OF MARIPOSA)

On JULY 3 2014 before me, NEIL A. STONUM, Notary Public, personally appeared JOHN R. HALE, LOUISE M. EDWARDS AND JOAN M. EDWARDS who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Neil A. Stonum



This area for official notarial seal.

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- Individual, Corporate Officer(s) Title(s), Partner(s) Limited, General, Attorney-in-fact, Trustee(s), Guardian/conservator, Other.

SIGNER IS REPRESENTING:

THEMSELVES INDIVIDUALLY
Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: DECLARATION OF C, C AND R S

NUMBER OF PAGES 8 DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE EDDIE R MARSH AND JEANNINE F. MARSH