

Recording Requested By:

ABBOTT & KINDERMANN, LLP
2100 21ST STREET
SACRAMENTO, CA 95818

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

**DECLARATION OF RESTRICTIONS FOR PARCELS
IN THE WHITE SUBDIVISION PROJECT, (WHITE PROJECT)**

This Declaration of Restrictions for Parcels in the White Project is made this Twentieth day of January, 2014, by Ross and Andrea White referred to hereinafter as "Declarant."

RECITALS

This Declaration is made based on the following, facts, understandings, and circumstances:

- A. Declarant is the owner of certain real property with an APN of 011-351-007 ("Property") and located on Mora Avenue, in the City of Calistoga, County of Napa, State of California.
- B. Declarant is in the process of subdividing the White Project, which will divide one (1) contiguous parcel into three (3) separate parcels.
- C. For reference purposes, the parcel that is 1.08 acres in size and is located in the south west portion of the Property shall be identified as Parcel One ("Parcel One") and is identified as Parcel One on the map attached as Exhibit A, the parcel that is 0.86 acres in size and is located in the north west portion of the Property shall be identified as Parcel Two ("Parcel Two") and is identified as Parcel Two on the map attached as Exhibit A, and the parcel that is 1.16 acres in size and is located in the south east portion of the Property shall be identified as Parcel Three ("Parcel Three") and is identified as Parcel Three on the map attached as Exhibit A.

NOW, THEREFORE, DECLARANT HEREBY DECLARES as follows:

1. Covenant Running with the Land. That the Property described in Recital A above is hereby held and shall be held, conveyed, encumbered, leased, used, occupied and improved subject to the following restrictions, covenants, and conditions, all of which are declared and agreed to be necessary to achieve the desired development of the Project.

All of the restrictions, conditions, and easements shall run with the Property, shall be equitable servitudes, shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof; shall be binding upon each successor in interest of the owners of the Property or any part thereof, and shall inure to the benefit of, and be enforceable by, the Property Owners, its successors and/or assigns.

2. Set back Restrictions. The owner of each parcel shall adhere to the following restrictions.

2.1. Parcel One shall not build a habitable structure twenty (20) feet from the north property line, seventy (70) feet from the east property line, twenty (20) feet from the northern edge of the existing 30' wide right of way, and seventy (70) feet from the west property line.

2.2. Parcel Two shall not build a habitable structure twenty (20) feet from the north property line, seventy (70) feet from the east property line, twenty (20) feet from the south property line, and seventy (70) feet from the west property line.

2.3. Parcel Three shall not build a habitable structure sixty (60) feet from the north property line, thirty (30) feet from the Mora Avenue right of way line, twenty (20) feet from the south property line, and thirty (30) feet from the west property line.

3. Tree Removal and Mitigation for Removal. Parcel One shall be allowed to remove no more than eight (8) existing trees on Parcel One. Parcel Two shall be allowed to remove no more than eight (8) existing trees on Parcel Two. Parcel Three shall be allowed to remove not more than eight (8) existing trees on Parcel Three. Parcels that remove existing trees shall be required to replant three (3) trees for every one (1) existing tree that is removed.

4. Material restrictions for structures: Parcel One, Parcel Two and Parcel Three shall utilize non reflective finish materials on the exterior of the structures on the Property.

5. Changes and Modifications. Any amendments to or termination of this Declaration shall require the affirmative approval of the Declarant or its successors.

6. Enforcement. The terms and provisions of this Declaration may be enforced by the Declarant, each successor in interest of the owners of the Property or any thereof, and its successors and/or assigns through proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition, or restriction of this Declaration to restrain violations, recover damages or both.

7. Severance. The provisions of this Declaration are severable, and the invalidation of any provision of this Declaration by a court shall not affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Declaration, which shall be effective upon the recordation thereof in the Official Records of Napa County.

DECLARANT

Andrea White

Ross White

ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____
(insert name and title of the officer)

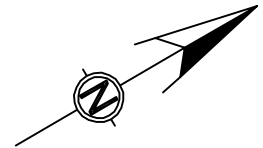
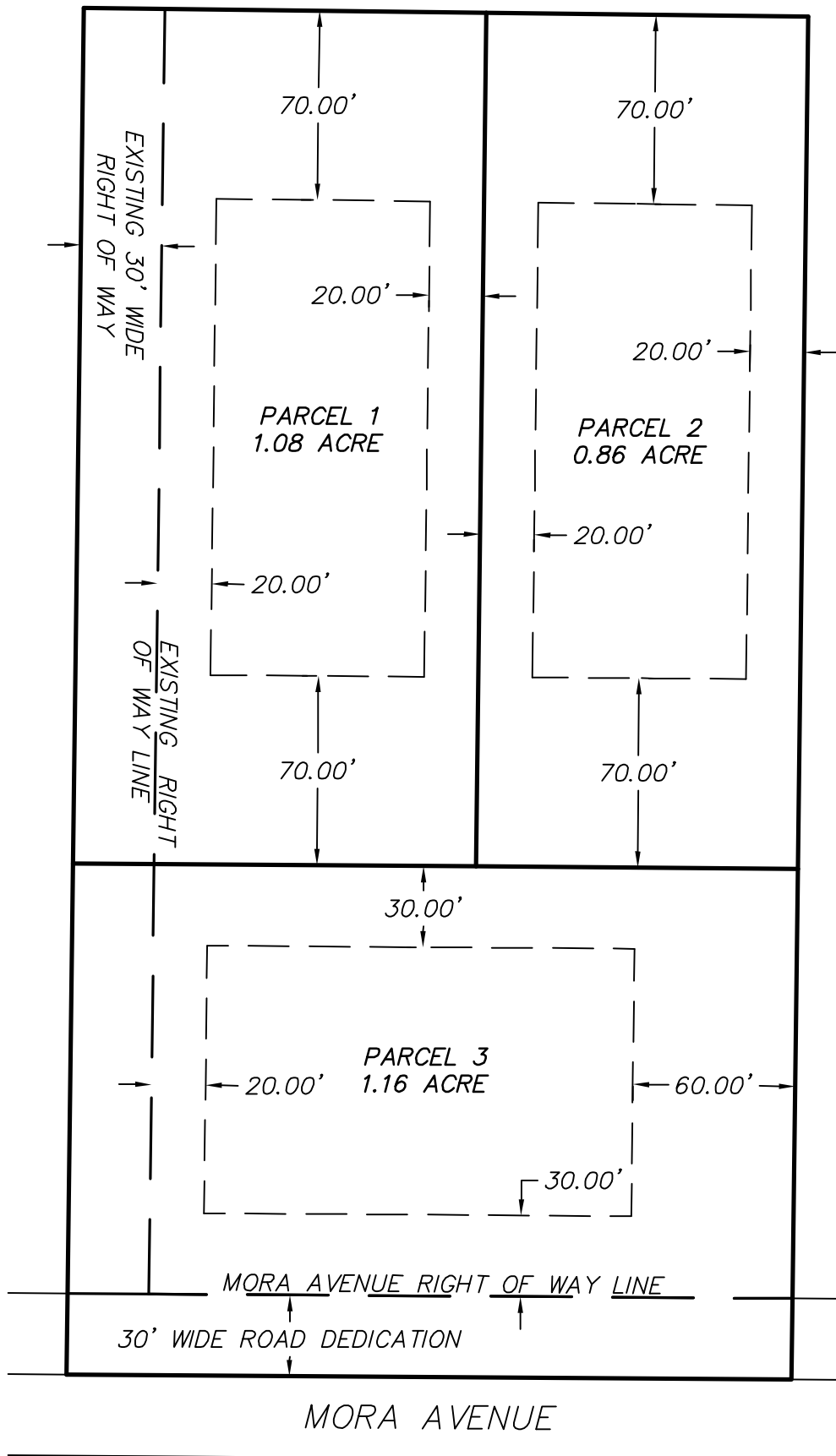
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on 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 _____ (Seal)

EXHIBIT A
 SHOWING SETBACK
 RESTRICTIONS
 IN THE WHITE
 SUBDIVISION PROJECT
 MORA AVENUE
 CALISTOGA
 NAPA COUNTY
 CALIFORNIA



SCALE 1"=60'

PREPARED BY:
 TERRA FIRMA SURVEYS, INC.
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 PHONE: (707) 963-7565
 DATE: January 17, 2014