

Fresno County Records Office /// recorded in Book 5581, starting at page 286  
Date of recordation—June 18, 1968  
[Transcription omits stamps, signatures, executions, notarizations, etc.]

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS  
1 THROUGH 60, OF SIERRA CEDARS No. 3, Tract # 2093

By  
SIERRA CEDARS, INC., A CALIFORNIA CORPORATION, DECLARANT

WHEREAS, SIERRA CEDARS, INC., A corporation, is owner of the  
following described property:

Lots 1 through 60, inclusive of Tract no. 2093, Sierra Cedars  
No. 3, according to a map thereof recorded in Book 24 Page 20, 21 in  
the office of the County Recorder of the County of Fresno, State of  
California.

WHEREAS, it is the desire and intention of the owner to sell the property  
described above and to impose on it mutual, beneficial restrictions under a general plan  
or scheme of improvement for the benefit of all the lands in the tract and the future  
owners of those lands;

NOW, THEREFORE, the owner hereby declares that all the property described  
above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented,  
used, occupied, and improved subject to the following limitations, restrictions, conditions  
and covenants, all of which are declared and agreed to be in furtherance of the plan for  
the subdivision, improvement, and sale of the lands and are established and agreed upon  
for the purpose of enhancing and protecting the value, desirability, and attractiveness of  
the lands and every part thereof. All the limitations, restrictions, conditions and

covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the described lands or any part thereof.

1. None of said lots shall be resubdivided.
2. Except temporarily during construction of a permanent building as described herein and then not to exceed a two year period, no temporary building, structure, improvement, shack, house trailer or tent shall ever be erected or maintained on any of said lots or portions thereof, and no out-building or private garage shall be erected or placed or maintained on said lots until a permanent building as described herein has been built.
3. No building other than a single family residence of a permanent character placed in a permanent location and its appurtenant garage or garages and other necessary and usual out-buildings incidental to the residential use of the property shall be erected or permitted to remain on any lot.
4. No building or structure erected upon any lot shall ever be used for industrial purposes of any kind.
5. No commercial or manufacturing enterprise of any type shall be carried on upon any land.
6. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.
7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that cats, dogs or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

8. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

9. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained, or permitted upon any lot.

10. No building or any portion thereof shall be removed from any place of places to or upon said real property for any purpose whatsoever.

11. No garbage, refuse, or obnoxious or offensive material shall be permitted to accumulate on any of said lots and the owner thereof shall cause all garbage and other like material to be disposed of by and in accordance with accepted sanitary practices. All garbage, refuse and trash shall be stored to the rear of the lot for pick-up, and the owner or occupants shall provide for unrestricted ingress and egress to such storage location to provide for pick-up and disposition.

12. No dwelling house erected on any of said lots shall be used or occupied unless the same shall be connected with a septic tank adequate in size and design to serve said dwelling place, and installed in a first class and workmanlike manner, according to the specifications set forth by the sanitary code of Fresno County.

13. All rights of way and all easements which may be requested by any public utility at any time, present or future, for the purpose of providing service to any part of this tract, shall be granted upon request by each owner.

14. No living trees are to be removed from any lot until immediately preceding construction of permanent buildings and then only such trees shall be removed as are necessary for the construction of a dwelling, necessary out-buildings and swimming pool.

15. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No metal roofs shall be allowed unless approved by the Architectural Control Committee. No fence or wall shall be erected, placed or allowed on any lot unless approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

The Architectural Control Committee is composed of George Knapp, B. Franklin Knapp and William Hortland III. A majority of the Committee may designate a representative to act for it. In case of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed under this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

The Committee's approval or disapproval as required in these covenants shall be

in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove within sixty days after plans and specifications have been submitted to it, approval will not be required and the related covenant shall be deemed to have been fully complied with.

16. These covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of five years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part.

Invalidation of any of these covenants, conditions or restrictions by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

17. Certain of the lots do not border upon public roads, and as a result, each of such lots shall be provided with an easement for a private access drive, as shown on the final map of said tract recorded in Official Records of Fresno County Recorder at the book and page referred to in the description of the real property covered by these covenants, conditions and restrictions hereinabove. The lots here referred to are Lots 1, 2, 3, 4, 5, 6, 7, 15, 16, 18, 19, 20, 21, 24, 25, 26, 27, 30, 31, 34, 35, 47, 48, 49, 50, 51, 52, 53, 54, 59, and 60.

Such access drives are not a part of the public streets and are to be privately maintained.

18. Invalidation of any one of these covenants by judgment of court order shall

remain in full force and effect. That the breach of the forgoing conditions and restrictions or any entry by reason of such breach shall not defeat or render invalid the lien of any deed of trust on said premises made in good faith, but in case of foreclosure and sale thereunder, the purchaser shall take title subject to all of said restrictions and conditions.

*[end of CCRs]*

[Note: Preamble, shortly after the second *Whereas*, has a change in line spacing. This transcription preserves that change in line spacing.]