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DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS ON  
LOTS 1 THROUGH 4 OF PARCEL MAP No. 7375

By

TOM COLLINS, CPA, INC., A CALIFORNIA CORPORATION,  
JEFF GYMER AND LISA GYMER,  
RICHARD HUNTRESS AND JENNIFER HUNTRESS, DECLARANT

WHEREAS, Tom Collins, CPA, Inc., a California corporation, (“**Collins, Inc.**”)

is owner of the following described property:

Lots 1 through 2, inclusive of Parcel Map No. 7375,  
according to a map thereof recorded October 31, 2000, in  
Book 60, Pages 91 and 92 of Parcel Maps, in the office of the  
County Recorder of the County of Fresno, State of California  
 (“**Parcel Map No. 7375**”);

WHEREAS, Jeff Gymer and Lisa Gymer (collectively “**Gymer**”) are the owners  
of Lot 3 of Parcel Map No. 7375;

WHEREAS, Richard Huntress and Jennifer Huntress (collectively “**Huntress**”)  
are the owners of Lot 4 of Parcel Map No. 7375;

WHEREAS, Collins, Inc., Gymer and Huntress are hereinafter referred to  
collectively as the “**Declarant**”;

WHEREAS, it is the desire and intention of the Declarant to improve the above  
described above and to impose on it mutual, beneficial restrictions under a general plan  
or scheme of improvement for the benefit of all the land in the tract and the future owners

of those lands;

NOW, THEREFORE, the Declarant 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 lot.

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. No informational signs, including posters of every kind, shall be permitted on the above described property. The Sierra Cedars Community Services District may provide a bulletin board for posting such signs.

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 or places to or upon said real property for any purpose whatsoever. This paragraph is not intended to prevent the use of modular or prefabricated homes which otherwise meet with the approval of the Architectural Committee as specified in paragraph 15 of this Declaration.

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 pickup, and the owner or occupants shall provide for unrestricted ingress and egress to such storage location to provide for pickup and disposition.

12. No dwelling houses 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 altered 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 the members of the Board of Directors of the Sierra Cedars Community Services District. A majority of the Committee may designate a representative to act for it. 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. No off-road vehicles of any kind are to be operated on the above described property.

17. All outdoor lighting shall be hooded to reduce glare and shall be oriented so as not to invade a neighbor's yard.

18. No long term storage (over 30 consecutive days) of campers, recreational vehicles, motor coaches, fifth wheels, or trailers shall be permitted on the above described property.

19. 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 way affect any of the other provisions hereof which shall remain in full force and effect.

20. 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 3 and 4 of the property described in this Declaration.

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

21. Invalidation of any one of these covenants by judgement of court order shall remain in full force and effect. That the breach of the foregoing 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]*