

Fresno County Recorders Office  
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[Book 5917, Page 752]

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON LOTS 1  
THROUGH 104, OF SIERRA CEDARS No. 4, Tract #2259

BY

SIERRA CEDARS, INC., A CALIFORNIA CORPORATION, DECLARANT

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

Lots 1 through 104, inclusive, of Tract no. 2259, Sierra Cedars  
No. 4, according to a map thereof recorded in Book 26 Page 7 & 8  
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 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 re-subdivided. The restriction in this paragraph shall not apply to lots 85 and 86 of this tract.

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 outbuilding 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 of “residential type” 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. Reference to “Residential Type” building above shall not pertain to lots 1, 17, 18, 19, 20, 21, 22 and 23 of this tract. The use of these lots shall be restricted only by the zoning requirements of Fresno County.

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. Reference to “Commercial” above shall not pertain to lots 1, 17, 18, 19, 20, 21, 22 and 23 of this tract. The use of these lots shall be restricted only by the zoning requirements of Fresno County.

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 by each lot owner upon request.

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.

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The Architectural Control Committee is composed of George Knapp, B. Franklin Knapp and Ray Dresser. 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



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referred to are Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 20, 21, 22, 25, 26, 27, 28, 31, 32, 33, 34, 42, 43, 44, 45, 46, 49, 50, 51, 52, 53, 54, 55, 59, 60, 61, 62, 63, 74, 75, 76, 77, 80, 81, 84, 88, 89, 90, 91, 92 and 93.

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 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.

IN WITNESS WHEREOF, SIERRA CEDARS, INC., has executed this instrument as of this 19<sup>th</sup> day of July, 1971.

SIERRA CEDARS, INC.

/s/ George B. Knapp Pres.

/s/ B. Franklin Knapp Secty.

*[formal end of CCR's]*

[Notarization and Notary's official seal]

CERTIFICATION

I, the undersigned, hereby certify that I am the Secretary of SIERRA CEDARS, INC., a California corporation; that the attached is a full, true and correct copy of a resolution adopted by the Board of Directors of said corporation at a meeting duly held on March 15, 1971, and that said resolution has not been amended, modified or revoked.

IN WITNESS WHEREOF, I have executed this Certificate and affixed the official seal of the corporation on this 19<sup>th</sup> day of July, 1971.

/s/ B. Franklin Knapp, Secty.  
Secretary of SIERRA CEDARS, INC.,  
a California corporation.

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BE IT FURTHER RESOLVED: That any officer of this corporation, SIERRA CEDARS, INC., be and he is hereby authorized to do any act necessary or convenient on dividing of Tract No. 2259, Sierra Cedars No. 4, including but not limited to the preparing, filing and processing of Real Estate Form 628, Rev. 1/1/71, entitled "Combined Notice of Intention Questionnaire and Application for Public Report for a Standard Subdivision including Instructions for Filing."

[stamp of recordation, recorder's signature, date of recordation (07-21-71) , and identifier 58009]

*[end of recorded document]*