

Fresno County Recorders Office
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[Transcription omits stamps, signatures, executions, notarizations, etc.]

[Note: each page of the recorded document has this footer: 02704/0001/3/153529.DOC]

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS ON
LOTS 1 THROUGH 4 AND REMAINDER PARCIL OF PARCEL MAP No. 7804

By

FOXBORO LAND & DEVELOPMENT CO.
DECLARANT

WHEREAS, Foxboro Land & Development Co, A Partnership, is the owner of
the following described property:

Lots 1 through 4, and Remainder, inclusive, of Parcel Map
No. 7804 , according to a map thereof recorded 12/30/05 in
Book 65, Pages 65-68 of Parcel Maps, in the office of the
County Recorder of the County of Fresno, State of California.
(Parcel Map No. 7804);

and

WHEREAS, it is the desire and intention of the declarant 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 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 limitation, restrictions , conditions

and covenants, all of which are declared and agreed to be in furtherance of the plan for 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. 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.

2. 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.

3. No building or structure erected upon any lot shall ever be used for industrial purposes of any kind.

4. No commercial or manufacturing enterprise of any type shall be carried on upon any lot.

5. 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.

6. 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 purposes.

7. 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.

8. No 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.

9. 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 4 of this Declaration.

10. 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.

11. 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 workman like manner, according to the specifications set forth by the sanitary code of Fresno County.

12. All rights of way, all easements, and the right to drill and take water which may be requested by any public utility or the Sierra Cedars Community Services District at any time, present or future, for the purpose of providing service to any part of this tract, shall be granted by each owner upon request, subject to the primary right of the owner to the reasonable use and development of the owner's property.

13. 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 dwelling, necessary out-building and swimming pool.

14. 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 representative, fail 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.

15. No off-road vehicles of any kind are to be operated on the above described property.

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

17. 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.

18. 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 10 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.

19. 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.

20. Arbitration. Any claim or controversy arising out of or relating to this Declaration shall be settled and determined by binding arbitration in the County of Fresno under the provisions of the California Code of Civil Procedure Section 1280 et seq. The parties will seek as an arbitrator a retired judge or an attorney well versed in real property matters.

[end of CCRs]

Note: Page 1, preceding line 1, has the number 44067662-YG (third character looks to be a zero not the letter "O"). This number is a handwritten notation which amends the recorded document. Please make a determination regarding the impact of this amendment. Just a guess, but the number may have something to do with the notarization—the notary is Yu San Gunn. Perhaps this accounts for the YG of this number.