

**RESTATED DECLARATION OF RESTRICTIONS  
YOSEMITE LAKES PARK**

**RESTATED November 16, 1999**

This RESTATEMENT of the DECLARATION OF RESTRICTIONS, is made on November 16, 1999 by the Yosemite Lakes Owners' Association in light of the following facts and circumstances:

There have been two (2) amendments to these declarations. On September 14, 1993, Section 5(d) (Members' Easement of Enjoyment) was deleted and a new section with the same name was adopted in its place. On March 31, 1995, Section 4 (EXCLUSIVE USE AND IMPROVEMENT) was deleted and a new section with the same name was adopted in its place. It is the sole purpose of this restatement of DOR's to incorporate those changes directly into the text of the DOR's.

THIS DECLARATION, made this 1<sup>st</sup> day of July, 1970, by YOSEMITE LAKES, INC., a California corporation ("Declarant"), is made in light of the following facts and circumstances:

A. Declarant is the owner of all of the real property set forth and described on that certain map ("Map") entitled "Yosemite Lakes Park," consisting of thirty-four (34) sheets marked, respectively, "Sheet 1 of 34 Sheets" through "Sheet 34 of 34 Sheets", which Map was recorded in the Office of the County Recorder of Madera County, California, on June 30, 1970, in Volume 16 of Subdivisions at Pages 37 to 70, inclusive, Office of the County Recorder of the County of Madera.

B. There are two thousand two hundred sixty-three (2,263) subdivided lots set forth and described on the recorded Map, five (5) of which--lots 132, 168, 563, 588, and 589 and outlots A through M, as shown on the recorded Map--shall be conveyed to Association as hereinafter defined.

C. Declarant intends to sell and convey said lots and before doing so desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges ("Restrictions") under a general plan or scheme of improvement for the benefit of all of said lots and the future owners of said lots.

WHEREFORE, Declarant hereby declares that all of said lots are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of said lots, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the Map and of the Subdivision as a whole. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the real property or any part thereof subject to such Restrictions.

1(a). APPLICABILITY. These Restrictions shall apply to subdivided, numbered lots only, excepting lots 132, 168, 563, 588, and 589, and are specifically excluded from application to other lands designated on the Map as outlots or as lands of Declarant, which outlots and lands are currently used or intended for future use as recreational, water or lake lots, camp site, or waste disposal sites, as determined by Declarant, its successors or assigns; provided, however, that Declarant hereby covenants and agrees that the recreational facilities including but not limited to, the golf course, pro shop and golf course maintenance building, lodge, beach facilities, boat docks, camp site, tennis courts, solid waste disposal site, swimming facilities, and equestrian facilities being constructed within the boundaries of the Subdivision and the lake designated as outlots B, C, E, G and K, and the underlying real property shall be held, maintained, and used by Declarant, its grantees, successors or assigns for recreational and water supply and waste disposal purposes, and for no other purposes; provided, however, that Declarant shall have the right to use a maximum of twenty-five (25) acres of the land designated as recreational for purposes of using same as a sales office and/or model site and/or parking facility until July 1, 1971, or until such time as ninety per cent (90%) of the lots in the Subdivision shall have been sold by Declarant, whichever shall occur first.

1(b). DEFINITIONS. The term “Lot” or “Lots” as used in this Declaration, unless the context indicates otherwise, is hereby defined as all subdivided numbered lots to which this Declaration applies, whether commercial or private. The term ‘Commercial Lot” or “Lots”, as used in this Declaration, is hereby defined as those subdivided numbered lots--88, 396, 564, 1304, and 1603--as shown on the Recorded Map. The term “Private Lot” or “Lots”, as used in this Declaration, is hereby defined as all subdivided numbered lots, neither commercial nor excluded from this Declaration.

2. TERM AND AMENDMENT. These Restrictions shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Subdivision until January 1, 1996, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of then owners of all lots in the entire Subdivision has been recorded agreeing to change the covenants herein in whole or in part; provided, however, that at any time before January 1, 1981, these Restrictions may only be amended by the vote of then record owners of two-thirds of the lots in the Subdivision subject thereto. Notwithstanding anything to the contrary appearing herein and in addition to the requirements set forth hereinabove, Section 8(a) of this Declaration may not be amended without the prior written approval or consent of the Board of Supervisors, County of Madera. This provision is specifically included herein since Declarant so agreed as a condition to approval of recordation of the Map for the Subdivision by the Board of Supervisors, County of Madera.

3. MUTUALITY OF BENEFIT AND OBLIGATION The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivision to which they are applicable, as herein provided, and are intended to create mutual equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns; and shall, as to the owner of each such lot, his heirs, executors, administrators, personal representatives, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the Subdivision and their respective owners.

4. EXCLUSIVE USE AND IMPROVEMENT. No private lot shall be used other than for residential purposes, and same shall be subject to all of the provisions contained in this Declaration. Commercial lots shall be used only for the commercial purposes allowed by applicable zoning restrictions and as approved by applicable zoning restrictions and as approved by the Environmental Control Committee pursuant to the provisions of Section 6 of these Restrictions. Only those structures sanctioned and approved by the said Committee shall be permitted to be erected or remain on any lot in the Subdivision. "Single-family dwelling" shall be defined as a residential dwelling for one or more persons, each related to the other blood, marriage, or legal adoption, or a group of not more than three (3) persons not all so related, together with his or their domestic servants maintaining a common household in a dwelling.

**Amended on March 31, 1995**

(a) There shall be constructed on each private lot only one (1) permanent residential structure. No additional structures capable in any manner of serving, or intended to serve, as a residence, whether permanent, temporary, mobile or otherwise, shall be constructed on a separate lot. This restriction does not apply to lots designated as commercial lots, nor does it apply to lots which have separate structures approved by the Environmental Control Committee and completely constructed as of the effective date of this amendment. Completely constructed shall be defined as one for which a Certificate of Occupancy has been issued by the agency with the authority to issue such certificates.

(b) No use whatsoever shall be made of any lot for any multiple family dwelling including, but not limited to, duplexes, condominiums, apartments or any other structure which is capable of accommodating two or more separate households.

5. YOSEMITE LAKES OWNERS' ASSOCIATION.

(a) Membership in Association. Every person, including Declarant, who acquires, title, legal or equitable, to any lot in the Subdivision shall become a member of the Yosemite Lakes Owners' Association, a California non-profit corporation ("Association"); provided, however, that such membership is not intended to apply to those persons who held an interest in any such lot merely as security for the performance of an obligation to pay money, e.g., mortgages, deeds of trust, or real estate contract purchases. Declarant's membership (by reasons of its ownership of unsold lots) need not be evidenced by certificate of membership as provided in the Association's By-laws. "Person" as used herein is hereby defined as any natural person, corporation, partnership, association, or like entity.

(b) General Purpose and Powers. The general purpose of the Association is to further and promote the common interests and welfare of property owners in the Subdivision. The Association shall have such powers as are set forth in its Articles and By-laws. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to govern the use and enjoyment of such road, properties, and facilities within the Subdivision as it may own from time to time.

(c) Ownership of Roads, Lakes, Recreational Areas, etc. Declarant will convey, prior to the conveyance of any lot to the public, fee simple title to Bank of California, N.A., a national banking association, an irrevocable trust for the Association, to the roads designated on the Map as private, the outlots and lots designated on the Map as recreational and lake lots and outlots, camp site and solid waste disposal site and to the recreational amenities within the Subdivision constructed, or to be constructed by Declarant which may include, but shall not be limited to, golf course, pro shop and golf course maintenance building, lodge, beach facilities, boat docks, camp site, tennis courts, swimming facilities, and equestrian facilities; and will convey easements designated on the Map as Golf Course Easements (for recreational purposes only) for use and maintenance of a Golf Course. All of said properties shall be conveyed free and clear, subject only to the lien for current taxes and easements and rights of way of record, to the

Association upon completion of construction of all such properties within the Subdivision or upon the expiration of three (3) years from the date of such conveyance in trust to said Bank, whichever is sooner. At the time of conveyance to the Association free of trust, all such roads shall conform to the standards of Madera County.

**Amended September 14, 1993**

(d) Members' Easement of Enjoyment. Every member shall have a right and easement of enjoyment in and to the roads, lakes, recreational areas and facilities ("Common areas and facilities") to be owned by the Association, and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the terms and conditions contained hereinafter:

1. That this right shall extend to limited usage of the roads by business invitees of members and to limited usage of the common areas and facilities by guests of members subject to the right of the Association to limit the number of guests and business invitees of members.
2. The Association shall have the right to establish uniform rules and regulations pertaining to the use of the common areas and facilities by members, guests and business invitees and to charge reasonable admission, use and other fees for such usage by members, guests and business invitees.
  - (a) All admission, use or other fee(s) collected in connection with use of any common area or facility shall be used only for the operation of, maintenance of, or improvement to, the particular common area or facility for which the admission, use or other fee was collected.
  - (b) The restriction in subdivision 2 (a) shall not apply to any sale of food or beverage in any common area or facility nor shall it apply to any other activity or event specifically approved by the Association and which the Association designates as a fund raising activity for the benefit of the Association or a charitable organization.
3. That nothing contained herein shall preclude free access in and to the common areas and facilities by all officials of any and all agencies of the

County of Madera, e.g., the fire department and the law enforcement agencies; and also authorized agents and/or employees of the public utility companies serving the Subdivision.

(e) Maintenance of Roads. The Association shall be responsible for the maintenance and reconstruction of the private roads, bridges, and storm drains (including appurtenant slopes and drainage easements) within the boundaries of the Subdivision, and shall maintain and reconstruct same in a manner consistent with the standards of the County of Madera, after the roads have been conveyed to it free of trust. The Association's responsibility hereunder shall cease at such time as the roads within the boundaries of the Subdivision are dedicated as public roads and accepted as such by the County of Madera, or the maintenance and reconstruction of the roads, bridges, and storm drains is undertaken by a public agency or district which has the authority to assess property for the maintenance thereof.

(f) Maintenance of Waste Disposal Sites. The Association shall be responsible for the maintenance and operation of waste disposal sites after same shall have been conveyed to it free of trust, and shall maintain and operate same in accordance with all applicable laws and regulations.

(g) Assessments. The Association shall have all the powers that are set forth in its Articles of Incorporation and By-laws, or that belong to it by operation of law, including the power to levy against every lot and against each unit in a multiple-family dwelling, inn, hotel, motel, or mobile home park located on a lot in the Subdivision, including those of Declarant, insofar as it retains ownership to lots within the Subdivision, uniform, special, or annual assessments as set forth in its By-laws.

1. Payment of Assessments. Every such assessment made shall be paid to the Association or its designated agent, for collection on or before the date established by its Board of Directors pursuant to the resolution adopted by such Board fixing the amount of such assessment. Written notice of such assessment and the time and manner for payment thereof shall be sent to each

member. Said assessments shall be a debt of the owner thereof at the time such assessment is made.

2. Recording Notice of Assessment. Upon the adoption of a resolution of assessment, the Association shall thereafter cause a notice of assessment to be signed by it and recorded in the Office of the County Recorder of Madera County, California.
3. Lien, Contents of Notice, Release of Lien, Extension of Lien. The amount of such annual assessment plus any other charges thereon, such as interest when delinquent, and costs of collection (including attorney's fees) if any, shall constitute and become a lien on the lot so assessed or on the underlying real property (in the case of units in a multiple-family dwelling, inn, hotel, motel, or mobile home park) when the Board of Directors causes to be recorded with the County Recorder of Madera County a notice of assessment which shall state the amount of such assessment and such other charges, a description of the lot or other real property which has been assessed, and the name of the record owner thereof. Such notice shall be signed by the Secretary, or an Assistant Secretary, of the Association on behalf of the Association. Upon payment of said assessment and charges in connection with which such notice has been so recorded, or other satisfaction thereof, the Board of Directors shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof.
4. Assumption of Obligation to Pay Assessments. Each lot owner in the Subdivision shall, by acceptance of a deed thereto or the signing of a contract or agreement to purchase same, whether from Declarant or a subsequent owner of such lot, bind himself, his heirs, personal representatives and assigns to pay all charges determined and levied upon such lot, including interest thereon and collection costs thereof, if any, including attorneys' fees; and the obligation to pay such charges, interests and cost thereby constitutes an obligation running with the land. Sale or transfer of any lot shall not affect



any lien for charges provided for herein. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall pass to his successors.

5. Priority of Lien. Such lien shall be prior to all other liens recorded subsequent to the recordation of said notice of assessment, except that liens of first mortgages and/or first deeds of trust incurred for the purpose of constructing a residence or other improvement thereon, and which are recorded in accordance with applicable law shall be superior to any or all such liens as provided for herein.
6. Lien Enforcement. The lien provided for herein may be enforced by sale by the Association, its attorney or other person authorized to make the sale, after failure of the responsible party to pay the annual assessment in accordance with its terms. Such sale shall be conducted in accordance with the provisions of Section 2924, 2924b, and 2924c of the California Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by laws.
7. Delinquency. Any assessment provided for in this Declaration which is not paid when due shall be delinquent. After failure of the responsible party to pay the annual assessment in accordance with its terms, the Association, at its option, may bring an action at law against the responsible party who has failed to pay the annual assessment in accordance with its terms. There shall be added to the amount of such assessment the cost of preparing and filing of such action, and in the event judgment is obtained, such judgment shall include interest and costs of the action, including reasonable attorneys' fees.
8. Disposition of Assessment Funds. The funds arising from assessments, so far

as may be sufficient, shall be applied toward the payment of expenses, incurred by the Association in the maintenance of its properties and in furthering and promoting the community welfare of property owners in the Subdivision, all as set forth and provided in its Articles of Incorporation and By-laws.

6. ENVIRONMENTAL CONTROL COMMITTEE.

(a) Prior Written Approval of Improvements. All plans and specifications for the grading of any lot and for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof, and any remodeling, reconstruction, alternations, or additions thereto on any lot with the exception of any repairs to any such lot or improvement therein in an amount not in excess of FIVE HUNDRED AND NO/100THS DOLLARS (\$500.00), shall be subject to and shall require the approval in writing of the Environmental Control Committee (“Committee”), as the same is from time to time composed before any such work is commenced. Any general plans of construction and location of stables on any lots where horses may be kept shall also be subject to and require the approval in writing of the Committee before any work is commenced.

(b) Committee Membership.

1. The Committee shall be composed of a minimum of three (3) and a maximum of five (5) members, at least three (3) of whom shall be members of the Board of Directors of the Association. Notwithstanding the foregoing, the initial committee shall be Declarant or any association or corporation or persons selected by Declarant. Except as provided hereinbelow, Declarant shall have the right and power at all times to remove any and all members of the Committee and to fill any vacancies from time to time existing by the appointment of any association, corporation, or persons.

2. After ninety per cent (90%) of the lots in the Subdivision shall have been sold by Declarant, or three (3) years from the date of recordation of this Declaration, whichever shall occur first, the Board of Directors of the Association shall have the complete control of appointments and removal of Committee members.

Notwithstanding anything to the contrary appearing hereinabove, the Board of Directors may, in its discretion, appoint an association or corporation to act as the Committee, if it deems it to be in the best interests of the Association.

(c) Submittal of Plans. There shall be submitted to the Committee (two) complete sets of plans and specifications for any and all proposed improvements, the erection or alternation of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefor have received such written approval as herein provided. Such plans shall include grading plans and plot plans showing the location on the lot of the building, wall, fence or other structure proposed to be constructed, altered, placed, or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape planting. Also to be submitted are copies of the general plan of construction and location of stables on any lots where horses may be kept.

(d) Filing Fee. As a means of defraying its expenses, the Committee may institute and require a reasonable filing fee to accompany the submission of plans to it. No additional fee shall be required for resubmission of plans revised in accordance with Committee recommendations. The initial filing fee shall be the sum of TEN AND NO/100THS DOLLARS (\$10.00). The Committee may increase or decrease said fee in its discretion.

(e) Approval of Plans. The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof, or shall notify

the person submitting them of an additional period of time, not to exceed thirty (30) days required for such approval or disapproval. Plans, specifications and details not approved or disapproved or for which time is not extended within the time limits provided herein shall be deemed approved as submitted. One (1) set of said plans and specifications and details with the approval, or disapproval, endorsed thereon, shall be returned to the person submitting them and the other copy shall be retained by the Committee for its permanent files. The approval of the Committee of any plan or specifications, color scheme, plot plan or grading plan submitted for approval for use on any particular lot shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied therein, if and when the same features of elements are embodied in any subsequent plan and specifications, color scheme, plot plan, or grading plan submitted for approval with respect to other lots. No building or other structure for which any plan and specification, color scheme, plot plan or grading plan have been approved by the Committee shall be erected, constructed, installed, placed, altered or maintained, except in strict conformance with said plans and specifications, color scheme, plot plan and grading plan and such conditions and requirements as the Committee may impose in connection with its approval of same. Any deviation from said plans and specifications, color scheme or grading plan and such erection, construction, installation, placement, alteration or maintenance shall nullify the approval of the Committee required by this section, and shall be deemed to have been undertaken without said Committee's approval or consent.

(f) Nonresponsibility for Defects. Notwithstanding the approval by the Committee, Declarant, their agents, employees or independent contractors, in accordance with the foregoing provisions, of any plans or specifications for any structure or improvement, or any grading plans, each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof. Accordingly, by acceptance of the conveyance from Declarant, or its Agent, the Grantee hereby releases the Committee, Declarant, their Agents, or its employees and independent contractors from all loss or damage or claim thereof arising from any defect or alleged defect in such plans and specifications;

and the purchaser further waives the benefit of Section 1542 of the California Civil Code. Also, the grantee agrees to indemnify and hold harmless the Committee, Declarant, their agents, employees and independent contractors from any claim asserted by third parties arising out of any such defects.

7. SIZE AND PLACEMENT OF RESIDENCES AND STRUCTURES.

(a) Minimum Area of Dwellings. Every residence dwelling constructed on a lot shall contain the following minimum square feet of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, patios, garages, carports, and other outbuildings):

Any lot of which any portion adjoins a lake outlet	1,000 sq. ft.
All other lots	850 sq. ft.

(b) Height and Size Limitations. The Committee shall have the authority to set up regulations as to the height and size requirements for all other types of buildings and structures, including fences, walls, steps, balconies, chimneys, copings, flagpoles, etc.

(c) Fences. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivision, all property lines shall be kept free and open one to another and no fences shall be permitted on any lot or lot lines, except on any lot encompassing two (2) acres or more and except, where, in the opinion of the Committee, a fence or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area.

Notwithstanding anything to the contrary appearing herein, no fences or other enclosures shall be permitted to be erected within a minimum distance of the front fifteen (15) feet of, the side five (5) feet of, and the rear five (5) feet of each lot. With the exception of side and rear fences to be erected on lots encompassing two (2) acres or more, the Committee shall determine the type, height and size of the fences to be erected on all lots. Nor shall same be permitted to be erected within a minimum

distance of fifteen (15) feet of the golf course easement on any lot containing such easement. No barbed wire shall be permitted.

(d) Elevation and Setback Requirement. Each lot has a natural and dimensioned area which limits the extent of the portion thereof upon which any improvement can be constructed. In any event, the following minimum dimensions shall govern for front, side, and rear setbacks on all lots (except fences, walls, or the like where approved or required by the Committee):

1. Twenty-five (25) feet from the front line of each lot abutting the street;
2. Ten (10) feet from all side lot lines;
3. Twenty (20) feet from the rear lot line;
4. Any variation from the minimum setback requirements contained herein is conditioned upon the lot owner first obtaining written approval of the County of Madera.

The setback distances shall be measured from the outermost point of architectural features (such as eaves, balconies, steps, etc.), and if no such feature exists from the walls of the structure to the front line or to the respective side or rear lot line.

8. GENERAL PROHIBITIONS AND REQUIREMENTS. The following general prohibitions and requirements prevail as to the construction or activities conducted on any lot in the Subdivision:

(a) Plumbing

1. Private Lots. No outside toilet or individual water well shall be constructed on any lot. Prior to the occupancy of any building, house, or structure that will have a

discharge of domestic waste of any nature, an individual Aerobic Sewage Treatment Plant (“Individual Sewage System”) shall be installed for that structure that shall discharge an effluent that has had a minimum of 80% B.O.D. reduction. This effluent shall be free of solids larger than 50 microns in diameter and suitable for discharge into leaching systems. No individual sewage system, including leach lines, seepage pits or ponding devices may be located within a minimum of one hundred (100) feet of the boundary of any lake outlot, or within a minimum of one hundred (100) feet of the boundary of any stream, or within a minimum of one hundred fifty (150) feet of any water well.

2. Commercial and Multiple-Family Dwelling Lots. An owner of a commercial or multiple-family dwelling lot shall be required to construct a sewage system adequate enough to serve the anticipated needs of the activity to be conducted on the lot; prior to the construction of such sewage system, such lot owner shall obtain the approval in writing of the Committee and of the Madera County Health Department, if required by said Department.

3. Prior Approval. Prior to construction of an individual sewage system on a private lot or sewage system on a commercial lot or multiple-family dwelling lot, the lot owner must obtain the written approval for the design and installation of such system and the placement of leach lines, seepage pits, and/or ponding devices from the public utility regulated water company servicing the Subdivision.

4. Variation. Any variation from the requirements contained herein is conditioned upon the lot owner first obtaining the written approval of both the Committee and the Madera County Health Department.

5. Maintenance. It shall be the primary obligation of the Association to maintain the individual sewage systems and the sewage systems constructed on commercial or multiple-family dwelling lots. In connection therewith the Association shall

inspect, or cause to be inspected, on at least a monthly basis such systems, and shall charge a reasonable fee for such services to owners of all lots in the Subdivision.

Such maintenance and inspection shall be done in a manner approved by the public utility regulated water company servicing the Subdivision. This provision is specifically included herein so that said public utility regulated water company is able to furnish and/or supply water to all lots and outlots within the Subdivision that is pure, wholesome, potable and healthful at all times and does not constitute a danger or menace to the health or lives of human beings.

- (b) Prior Approval by County of Madera. Prior to the construction of any building, house, or structure on any lot and any individual sewage system on a private lot or sewage system on a commercial lot or multiple-family dwelling lot, the lot owner must obtain the approval of the appropriate authorities of the County of Madera pursuant to all applicable County ordinances.
- (c) Temporary Structures and Storage. No temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected on any lot, nor shall any lot at any time be used for outside storage of building material, vehicles, implements, tools, furniture, landscaping materials or equipment, irrigation pipes or apparatus, junk, trash or any other things whatsoever; provided, however, that the Committee may grant permission for any such temporary structure and/or for the storage of any building and landscaping materials, tools, or equipment during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place.
- (d) Occupancy of Residence. No building shall in any manner be occupied or lived in while in the course of original construction or until made to comply with all requirements as to area and with all other conditions set forth or referred to herein, or in any further restrictions established and applicable to such property. No building, structure, or vehicle, anywhere on any lot, other than a completed



dwelling, shall ever be lived in or used for dwelling purposes, including tents, shacks, trailers, campers, mobile homes, boats, outbuildings, garages or other structures; except with respect to mobile homes located on a commercial lot zoned for a mobile home park.

- (e) Quality of Construction. All structures constructed or placed on any lot shall be constructed with a substantial quantity of new material, and no used structures shall be relocated or placed on any lot, except to the extent permitted by the Committee in writing.
- (f) Pets, etc. No animals or livestock of any description, except pets defined as “usual” household pets by the Committee shall at any one time be kept on any one lot. No more than four (4) pets shall be kept on any one lot at any one time, except as may be permitted by the Committee in writing; and except on any lot of two (2) or more acres. In addition to usual household pets, horses may be kept only on a lot of two (2) or more acres and no more than three (3) horses may be kept on any such lot at any one time.
- (g) Hunting. Hunting, shooting, and trapping are prohibited, except to the extent permitted by the Association in its rules and regulations.
- (h) Signs. No sign of any kind shall be permitted to be erected and displayed to public view on any lot except one sign of not more than five (5) square feet, or as otherwise limited by the County of Madera Ordinances, advertising the property for sale and/or rent, the name, address and phone number of the owner or his agent, provided that Declarant may erect and display to public view such signs and other advertising devices as it deems desirable in connection with its operation for the development and sale of subject property.

(i) Parking, Etc.

1. No vehicle shall be parked on the paved portion of any street in the Subdivision, nor shall any stripped-down, partially wrecked, or junk motor vehicle, or sizeable part thereof, be permitted to be parked on any street in the Subdivision or on any lot in such manner as to be visible to the occupants of other lots within the Subdivision, or to the users of any road, lakes, golf course, or other recreational facility therein. The Association shall have the right to have said vehicles or parts or junk removed at the expense of the last owner or lienholder.
2. No vehicle, including minibikes and trail bikes, shall be driven or ridden other than on the private roads in the Subdivision, except to the extent permitted by the Association in its rules and regulations. The Association, in its sole discretion, may designate certain of the areas owned, operated and maintained by it for such use.

(j) Fuel Tanks, Rubbish Receptacles. Every tank for the storage of fuel installed outside any building in the Subdivision shall be either buried below the surface of the ground or screened to the satisfaction of the Committee by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any road, lake, golf course, or other recreational facility within the Subdivision at any time, except during the days designated for refuse collection.

(k) Maintenance-Enforcement by Association. All lots, whether occupied or unoccupied, and any improvements placed thereon, including any sewage systems, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon, or to prevent the occurrence of any health hazard. In the

event any such lot or improvement thereon is not so maintained, the Association shall have the right, a reasonable time after notice is given to owner of any such lot through its agents and employees, to enter thereon along with officials of any county or state agency for the purpose of maintenance, restoration, or repair, the cost of which shall be added to and become a part of the annual charge to which such lot is subject and which may become a lien thereon in the same manner as herein provided. Notwithstanding anything to the contrary appearing herein the owner of any such lot shall be solely responsible for any violation(s) of the applicable County of Madera ordinances, or applicable state laws.

- (l) Nuisances. No noxious or offensive activities shall be carried on on any lot, nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.
  
- (m) Mining Operations. No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any lot.
  
- (n) Water Wells. The water company supplying the Subdivision shall be permitted to take any and all necessary steps and do all necessary acts for the purpose of drilling a water well on any one or more lots designated as water lots by Declarant. Said water company shall be permitted to bring onto any such lot any equipment necessary for the purpose of drilling a water well, and no owner of any lot or lots within the Subdivision shall be permitted to drill water wells on any of the lots within the Subdivision.
  
- (o) Removal of Trees. No tree in excess of three (3) inches in diameter shall be removed from any lot without first obtaining the written consent of the Committee.

- (p) Dumping or Burning of Trash. No trash, ashes, garbage, or other refuse shall be dumped or stored on any lot, except to the extent provided in subsection (j) of this Section 8, nor be thrown into or left on the shoreline of any lake in the Subdivision. No outside burning of trash or garbage shall be permitted.
- (q) Destruction of Improvements. No improvement which has been partially or totally destroyed by fire, earthquake or otherwise, shall be allowed to remain in such state for more than six (6) months from the time of such destruction. The existence of such partially destroyed improvement shall be deemed to be a nuisance and the Association and/or Committee shall have the right within a reasonable time after notice has been given to the owner of any such lot to enter any lot for the purpose of removing the partially destroyed improvement at the cost of the owner, such cost to become a lien upon said lot subject to foreclosure in the manner provided by law for foreclosure of mortgages and trust deeds.
- (r) Completion of Construction. Every building, dwelling, or other improvement, the construction or placement of which is begun on any lot, shall be completed within six (6) months after the beginning of any such construction or placement. The Committee, for good cause as determined by it, may extend the time limit. In the event of cessation of construction for ninety (90) consecutive days not caused by act of God or otherwise beyond the reasonable control of the lot owner, the existence of such incomplete construction shall be deemed to be a nuisance, and the Association and/or the Committee shall have the right to remove the incomplete work or complete the same, at the cost of the owner, such cost to become a lien upon said lot, subject to foreclosure in the manner provided by law for foreclosure of mortgages and/or trust deeds.
- (s) Home Occupations. No gainful occupation, profession, or trade, or other non-residential use shall be conducted on any lot or in any building, or in any unit of any inn, hotel, motel, multiple-family dwelling, or mobile home park without the prior

written approval of the Committee; except the same shall not apply to the owner of any commercial lot or his employees and agents, lessees, franchisees and the like; nor shall same apply to any builder or contractor having an interest in same for sale purposes only.

(t) Golf Balls. Owners of lots adjacent to golf course fairways shall permit the entrance upon their lots for purposes of retrieval of golf balls by persons permitted to play the course.

9. VARIANCES. The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof, and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood or the Subdivision.

10. EASEMENTS.

(a) Reservations. Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, the following easements and/or rights of way:

1. For the use and maintenance of recreational trails (including bridle trails), over, under and through the front five (5) feet of, the side five (5) feet of, and rear five (5) feet of each lot.
2. For the installation and maintenance of radio and television transmission cables over, under, and through strips of land five (5) feet in width along side and rear property lines and ten (10) feet in width along the front property line of each lot.

3. For the use and maintenance of golf course on Lots 125, 126, 127, 129, 130, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 152, 153, 154, 155, 156, 160, 164, 165, 166, 167, 168, 169, 184, 185, 186, 187, 188, 189, 190, 192 and 193 over strips of land of various widths as set forth on Sheet 4 of the Map.
4. For the use and maintenance of an emergency fire road on Outlot D and Lots 457, 463, 464, 2115, 2116 and 2125 over a strip of land sixty (60) feet in width as set forth on Sheets 6, 31, and 32 of the Map; and an emergency fire road on Lots 1526, 1527, 1645 and Outlot H over a strip of land sixty (60) feet in width as set forth on Sheets 21 and 24 of the Map.
5. For the installation, use and maintenance of liquid waste transmission lines by owners of Lots within the Subdivision over, under, and through the side five (5) feet of and rear five (5) feet of each lot.
6. For the installation and maintenance of public utilities over, under, and through strips of land ten (10) feet in width along the Subdivision boundary and five (5) feet in width along the side and rear property lines of each lot as set forth on Sheets 1 to 34 of the Map (reserving therefrom the easements and/or rights-of-way set forth in subsections (a) 1, (a) 2, (a) 3, (a) 4, (a) 5 and (a) 7 herein, relating to recreational trails, radio and television transmission cables, golf course easements, emergency fire roads, liquid waste transmission lines, drainage easements and rights-of-way). Nothing contained herein shall preclude Declarant, its successors and assigns, from dedicating any such rights of way and easements to the public utilities companies serving the area in accordance with all laws governing same.
7. For the installation and maintenance of drainage facilities over, under, and through strips of land ten (10) feet in width along the Subdivision boundary, ten (10) feet in width on each side of all natural drainage channels, and five (5) feet in width along the side and rear property lines on each lot as set forth on Sheets 1 to 34 of the Map,

reserving therefrom the easements and/or rights-of-way set forth in subsections (a) 1 through (a) 6 hereinabove. Nothing contained herein shall preclude Declarant, its successors and assigns, from dedicating any such drainage easements to the County of Madera, any public agency, district, or authority or to the public utilities companies serving the area in accordance with all laws governing same.

(b) Maintenance.

1. On each lot the rights-of-way and easement areas reserved by Declarant (except the golf course easements and emergency fire roads) or dedicated to public utilities purposes shall be maintained continuously by the lot owner, but no structures, plantings, or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities; which may change the direction of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which damage or interfere with established slope ratios or create erosion or sliding problems. Improvements within such areas shall also be maintained by the respective lot owner, except for those for which a public authority or utility company is responsible.

2. On each lot with a golf course the golf course easement areas reserved by Declarant shall be maintained continuously by the Association. No structures, plantings or other materials shall be placed by the lot owner thereon, or be permitted to remain thereon, or other activities undertaken which may damage or interfere with the golf course. Improvements within such areas shall also be maintained by the Association.

3. The emergency fire roads reserved by Declarant shall be maintained continuously by the Association. No structures, plantings, or other material shall be placed thereon by the lot owner, or be permitted to remain thereon, or other activities undertaken which may damage or interfere with the emergency fire roads or with the established slope ratios or create erosion or sliding problems. Improvements within such area shall be maintained by the Association.

## 11. OBLIGATIONS WITH RESPECT TO STREAMS.

(a) Ownership of Lakes.

The water in and the land under any and all lakes located within the boundaries of the Subdivision are or will be owned by the Association. The location of any such lake, as well as its normal maximum water elevation, is or will be shown on the recorded map of each unit of the Subdivision to the extent applicable. The title that will be acquired by a grantee of Declarant and by any successors and assigns of such grantee shall not include title to any lake within the Subdivision.

(b) Water Rights.

No grantee of Declarant or any successors or assigns of such grantee shall have any right with respect to any stream that is a tributary to any of the lakes located within the boundaries of the Subdivision and with respect to any of such lakes, the land thereunder, the water therein, or its or their elevation, use or condition, and no lot shall have riparian rights or incidents appurtenant. No such grantee, nor any of such grantees, successors or assigns, shall take any steps or do any acts that shall in any way interfere with, impede, or obstruct the flow of the water of or through any stream located on any lot in the Subdivision.

(c) Declarant's Non-responsibility for Damages.

Neither Declarant, nor the Association, shall be liable for damages caused by erosion, washing, or other action of the water of any lake within the boundaries of the Subdivision and by acceptance of the conveyance from Declarant, each grantee hereby releases Declarant, its agents, employees, successors and assigns, including the Association, from any such damage; provided, however, that Declarant shall be liable for such damages until such time as legal title to the lakes within the boundaries of the Subdivision has been conveyed to the Association.



(d) Right to Change Level of Lake.

The Association shall have the right to raise and lower the water level of any lake within the boundaries of the Subdivision; provided, however, that such right shall not be construed as permitting the elevation of the water level to rise to a point beyond that indicated on the recorded maps of the Subdivision by increasing the height of any dam or spillway, or otherwise.

12. GRANTEE'S TITLE.

(a) Restrictions and Easements

The title acquired by any grantee of Declarant and any successors or assigns of such grantee shall be subject to:

1. These Restrictions; and
2. Easements and rights-of-way of record.

(b) Boundaries. Any conveyance or conveyances to any grantee of Declarant and any successor or assigns of such Grantee shall be to the lot only, the boundaries of which shall be the side, rear, and front lot lines as designated on the Map, excluding any fee interest in adjacent streets or roads in the Subdivision.

13 REMEDIES.

(a) Enforcement. The Association or any party to whose benefit these Restrictions inure may proceed at law or in equity to prevent the occurrence, continuation, or violation of any of the Restrictions, and the court in any such action may award the successful party reasonable expenses in prosecuting such action, including attorneys' fees.

(b) Cumulative Rights. The remedies hereby specified are cumulative and are in addition to and not in substitution for all other rights and remedies, including a suit to recover a money judgment for unpaid assessments; and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of an aggrieved party to

invoke an available remedy in respect of a violation of any of these Restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuance of said violation or the occurrence of a direction violation.

14. GRANTEE'S ACCEPTANCE.

(a) Consent to Restrictions. The grantee of any lot subject to the coverage and effect of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant and of the Association, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the lots within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements.

(b) Assumption of Risks. Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, including the Association, all the risks and hazards of ownership or occupancy attendant to such lot, including, but not limited to, its proximity to golf course fairways or lakeshores.

15. PARTIAL INVALIDITY. In the event that any one or more of the provisions herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions shall continue unimpaired and in full force and effect.

16. CAPTIONS. The captions of the various paragraphs of this Declaration are for convenience only and are not a part of this Declaration and to not in any way limit or amplify the terms or provisions hereof and shall not be used in the construction or interpretation of this Declaration.

As changed by the cited prior amendments, the undersigned hereby ratify, confirm, and republish the Declarations of Restrictions dated July 1, 1970, which is recorded in Book 1063 at pages 686-704 of the Official Records of the County of Madera, State of California and declare that said Declaration of Restrictions, constitute the entire Declaration for the

term set forth in Article 2 thereof. It is hereby certified and acknowledged by the undersigned, as President and Vice President of Yosemite Lakes Owners' Association that approval by the percentage of owners required by the Declaration of Restrictions of Yosemite Lakes Park has been previously recorded.

YOSEMITE LAKES OWNER'S ASSOCIATION

By: \_\_\_\_\_, President  
Larry Nunes

By: \_\_\_\_\_, Vice President  
Greg Lane