

BUYERS COPY

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

No. 2143

## MARIPOSA PINES, UNIT NO. 1

The following protective covenants, conditions, restrictions and reservations shall apply to Mariposa Pines, Unit No. 1, County of Mariposa, as recorded in the office of the County Recorder, County of Mariposa, State of California as shown in Map #1577 of Official Records of said County.

The Corporation referred to in these restrictions is the Mariposa Pines. The controls to be retained by the Corporation shall be exercised by the Corporation, its agents or committee appointed by the Corporation. When the controls are relinquished or no longer exercised through the Corporation they shall pass to a committee elected by the owners of record of a majority of lots in the combined Mariposa Pines development.

Purpose: The purpose of the following covenants, restrictions, and conditions is to assure that Mariposa Pines will continue to develop into an attractive second home resort area, of high character and appearance, with as little damage to the natural beauty of the land and trees as is possible.

Land Use and Building Type: No lot shall be used except for residential purposes. Re-subdivision of lots will not be allowed. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling not to exceed two (2) stories in height. Plans, specifications and written request shall first be submitted to said Corporation or its Committee before any consideration will be given to waiving the two-story dwelling restriction. A request for variance from these Restrictions will not be deemed approved unless written approval has first been received from the Corporation.

Architectural Control: No residence, septic tank, retaining wall, access road or other structure or improvement of any kind shall be erected, altered, moved onto or maintained on the premises herein described nor shall there be any earth moving, tree cutting or grading until the construction plans and specifications and a plan showing the location of the structure have been approved by the Corporation as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. External designs are to be rustic mountain-cabin type. The Committee will insure that residence plans are not repeated so often as to conflict with individuality. Further, no construction work of any type is to be performed without building permits from the proper Mariposa County governing agencies.

Dwelling Quality and Size: All dwellings shall be of quality workmanship and materials. The total floor area of the dwelling, excluding porches, garages, carports and patios, shall be not less than 760 square feet unless otherwise approved by the Committee. Measured square footage must have five (5) feet minimum head clearance. No industrial prefabricated building or structure of any nature whatsoever, permanent or temporary, shall be moved or placed upon, or assembled or otherwise maintained on any lot, provided, however, that a temporary construction shed incidental to the construction of a building may be permitted, but only for the period during which the permanent dwelling is under construction. Such temporary structures shall be removed at the completion of construction of dwelling. Temporary construction sheds are not to be used as dwellings or otherwise inhabited.

**Dwelling Location:** Placement of buildings shall conform to the rules and regulations except that no building or part of a building shall be nearer to any street or road than 25 feet and no part of any building shall be less than 15 feet from any side, 20 feet from the rear lot line, and 30 feet from the Sierra National Forest boundary. On steep lots special consideration will be given for construction of carports immediately adjacent to the road right-of-way.

**Easements:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision map. The Corporation expressly reserves from all lots an easement 20 feet wide along all front lot lines and 10 feet wide along all side and rear lot lines for the possible installation and maintenance of utilities, drainage facilities, and road access, fill or cut encroachment if required due to unanticipated terrain features. No structure shall be built within the easements without specific approval from the Committee.

**Fences and Trees:** Fences will not be permitted as a general rule. Special needs will be reviewed upon request by the Committee. No trees located on said premises over ten (10) inches in diameter, measured four (4) feet above the ground, shall be cut or removed without the written consent of the committee. The Corporation shall have the right to order trimming or cutting of any trees at any time on said premises, whether or not planted by the owner, to the extent necessary to prevent such trees or shrubbery from obstructing the view from other property in the subdivision, for reasons of fire prevention, or should the trees be diseased or deemed hazardous in any way.

**Care of Properties:** All vacant lots in this subdivision shall at all times be kept free of rubbish and litter. The yards and grounds in connection with all improved properties shall be at all times kept in a neat and slightly condition and shall be planted to any extent sufficient to maintain an appearance in keeping with that of typical improved properties in this subdivision. Each lot owner will be responsible for clearing out dead limbs and debris from trees to a height of 15 feet. A "fuelbreak" condition must be maintained in each lot, for example, long stretches of undergrowth may be broken by hand clearing at frequent intervals to prevent the possible spread of fire. Plants and shrubbery which are used as ground cover must not form a means of rapidly transmitting fire from the native growth to any building or structure. Any tree which extends within 10 feet of the outlet of any chimney or stovepipe must be removed or trimmed. All stovepipe and chimney outlets must be covered by a screen of nonflammable material with openings of not more than one-half inch in size. Inhalators may not be used at any time. The windows of houses fronting on roads must have protective shutters to prevent glass breakage from snowplow activity. Shutters must remain closed during winter months if cabin is not occupied. They must also be closed when snowplowing is required.

**Construction Time Limit:** All structures, the plans and specifications for which have been approved by the Committee, shall be completed in accordance with said plans and specifications within one year of the date of such approval or of such additional time as shall be approved by the Corporation in writing.



**Antennas:** The Corporation shall have the authority to prohibit erection of television, radio or short wave antennas, or any other such devices or apparatus which obstructs a view or tends in any way to be an unsightly element in the subdivision. The authority in this paragraph includes the authority to require dismantling of any such device.

**Parking and Storage:** No motor vehicles, boats or trailers shall be permanently parked in any driveway or on any portion of any lot.

**Sanitary Control:** No refuse, trash, garbage or other waste shall be kept except in proper containers. No lot shall be used nor shall any portion of the land adjoining any lot be used as a dumping ground for rubbish except in the location designated by the Corporation. All sanitary containers shall be maintained in a clean and sanitary manner. Temporary construction outhouses of approved types may be used during the construction period by obtaining a special use permit from the Corporation.

**Water Supply:** No individual water supply system shall be permitted on any lot.

**Livestock and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

**Nuisance:** No noxious or offensive activity shall be carried on upon any lot, nor, shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**Sight Distance at Intersections:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**Oil and Mining:** No oil drilling or oil and gas development operations, oil refining, quarrying or mining operations of any type shall be permitted upon or in any lot, nor shall oil tanks, tunnels or shafts be permitted.

**Trade or Business and Zoning:** No trade or business of any type or description shall be conducted on said premises, except Lot 1. Said premises shall not be used for any purpose whatever except for one private single family residence with garage. The sole exception to the above is the right of the owner to lease or rent the said residence and its appurtenant structures. He may do this himself or commission another party to handle the lease or rental arrangements.

The Corporation has set aside approximately 10 acres of land adjacent to this subdivision to be designated as commercial type property. The operation of the commercial activities and the nature of these activities will be outlined at the proper time by the Corporation. A partial tentative list of activities includes a shopping district and possibly facilities related to construction. The carrying on of such businesses in designated areas shall not be

construed as a waiver of any of the conditions and covenants in this deed or as the creating of any monopoly but that the carrying on of said businesses is a benefit to those who have established homes and residences in said area and to the general public.

**Signs and Mail Boxes:** No signs of any kind, other than a name plate with the occupants name, shall be displayed to public view on any lot except one sign of not more than six square feet advertising the property for sale or rent or a sign used by a builder for advertisement or rent or a sign used by a builder for advertisement during the construction and sale period. This restriction will not apply to the aforementioned commercial area which will have its own appropriate sign control. All detached residential mail boxes located within the front 25 feet of any lot shall be of a design approved by the committee.

**Deeds:** Deeds of conveyance of all or any of said lots shall incorporate by reference all of the provisions contained in this document. Nothing contained in this Declaration shall be held to invalidate the lien of any mortgage or deed of trust prior to foreclosure, provided, however, that any purchaser at any mortgage foreclosure sale or sale under deed of trust shall hold title subject to all the provisions hereof.

**Severability:** Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**Enforcement:** Violation or breach of any of the conditions, covenants, restrictions or reservations herein contained shall give the Declarant or the Committee the right to enter upon said property or upon or as to which said violation or breach exists, and to abate and remove at the expense of the owner thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, and the cost of correcting such breach shall constitute a lien against the property provided a claim of a lien is filed within thirty (30) days in the Office of the County Recorder of Mariposa County; and provided further, that any action to enforce such lien must be commenced in a proper court within one year after such claim of lien has been recorded. The entry of record of a satisfaction of any judgment or lien or a certificate executed by the Declarant or the Committee acknowledging the satisfaction of any such judgment or lien shall wholly free such lots or parcels from said lien or judgment and the owner shall be restored to all rights.

Each and all of said conditions shall apply to and bind the parties hereto, their heirs, executors, administrators, successors, and assigns, and are imposed pursuant to a general plan for the development and improvement of said property.

**Approval Procedure:** The Corporation's approval or disapproval as required in these covenants shall be in writing. In the event the Corporation or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion hereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.



In witness whereof, the Declarant has set its hand this 17th day of October, 1967.

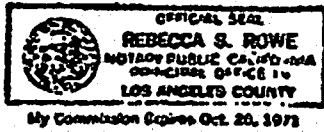
MARIPOSA PINES, INC.



Albert S. Crisalli  
Albert S. Crisalli, President

Carl A. Mann  
Carl A. Mann, Secretary

STATE OF CALIFORNIA  
COUNTY OF Los Angeles



On December 5 1967  
before me, the undersigned a Notary Public in and for the said State, personally appeared  
Albert S. Crisalli known to me to be the  
President and Carl A. Mann known to me  
to be the Secretary of Mariposa Pines, Inc.

the Corporation that executed the within instrument, known to me to be the persons who  
executed the within instrument, on behalf of the Corporation herein named, and acknowledged  
to me that each Corporation executed the within instrument pursuant to the bylaws or a  
resolution of its board of directors.  
WITNESS my hand and official seal.

Rebecca S. Rowe

Notary Public in and for said State.

RECORDED AT THE REQUEST OF Albert Crisalli  
Dec 11 1967 AT 30 MIN. PAST 2 O'CLOCK A.M. IN  
VOL. 107 OF OFFICIAL RECORDS, PAGE 327  
MARIPOSA COUNTY RECORDS  
Richard P. Myer, Jr. RECORDER FEB 6 5:20 PM