

**MUSICK MEADOWS MUTUAL WATER ASSOCIATION Tract 1530,
Musick Meadows #2**

DECLARATION OF RESTRICTIONS

MUSICK MEADOWS, a partnership, consisting of Frank C. Lerrigo and Charles W. Myers, hereby represents that it is the Owner of real property situate in the County of Fresno, State of California, described as follows, to wit:

Lots 1 through 75, both inclusive, and Blocks A, B, C, and D of Tract: No. 1530, of MUSICK MEADOWS NO.2, as per map thereof recorded in the office of the County Recorder of the County of Fresno, State of California, On February 2, 1956, in Book 18 at pages 36 and 37 of Plats,

And hereby represents and declares that all deeds, conveyances, encumbrances and written instruments of whatsoever kind or character, all and singular, hereafter made or executed and affecting title to said realty, or any part thereof, in any manner whatsoever, shall be subject to the following limitations and restrictions, which shall be and remain full force and effect for the period of twenty-five (25) years from and after February 2, 1956, except as hereinafter provided.

Said premises shall be used for residence purposes only, excepting as hereinafter specifically provided.

Not more than one residence shall be constructed on any one of said lots, excepting as to the lots specifically excepted hereinafter.

No livestock, cloven hoof animals, horses or poultry, shall be kept on any lot of said premises, excepting lots specifically designated for "business purposes". The said term "livestock", however, not to include domestic pets. No garbage or refuse matter shall be buried on the premises.

No structure of any kind shall be erected upon any of said Lots until the plans therefore shall have been submitted to and received the approval of the undersigned, its successors, assigns and appointees. Approval of plans must be made in writing. However, if the undersigned fails to approve or disapprove such design within thirty (30) days after such plans have been submitted to it, then such approval will not be required.

No residence shall occupy more than 80% of the width of the lot upon which it is built exclusive of steps and eaves. At least ten percent (10%) of the total width of any Lot must be left on either side of such residence, such ten percent (10%) to include and steps and eaves of such residence.

No residence shall be erected, any part of which, except steps and eaves, shall be nearer the street line than a set-back line which shall be determined by the undersigned, its successors or assigns.

No fence, hedge, or wall situated anywhere upon any Lot shall have a height greater than four(4) feet above the finished graded surface of the ground upon which said fence, hedge or wall is situated. No camping by any person or persons shall be allowed on any of said Lots except by the owner of said Lot while residence is actually under construction thereon, and in the event of such construction, for a period not exceeding three (3) months from commencement thereof.

That all lavatories or toilets shall be built indoors and be connected with outside septic tanks; that said septic tanks shall be constructed with disposal of the effluent to subsurface drainage systems and construction details for septic tanks and information relative to approved methods for disposing of the resulting effluent shall be obtained from the Fresno County Health Department and ascertained prior to construction. The construction of said facilities shall meet the recommendations of the State of California Department of Public Health as outlined in Public Health Bulletin no. 56-A, and of the Federal Housing Administration as revised on January 1, 1945.

Lots 8 through 18, both inclusive; Lots 32, 33 and 34; Lots 56, 57 and 58; Lots 74 and 75; and Blocks A, B, C, & D may be used for business purposes, such as a hotel, motel, tourist court, retail and wholesale merchandising, tavern, service station, automotive repair garage, restaurant, riding stable, barber shop, mink farm or chinchilla farm, and such other purposes as may be fitting and proper for commercial enterprises commonly carried on in a neighborhood residential area.

Said purposes, however, to be limited to those herein specifically recited and such other commercial purposes as may be necessary or proper in order to serve a residential community, and in no event shall any manufacturing or industrial uses be permitted upon said lots, such as sawmills, planing mills and other industrial projects which, by reason of noise or noxious odors, may interfere with the use and enjoyment of the residential purpose in said tract.

An easement is reserved over each and all of said lots and blocks for rights of way of all public utilities, including, without being limited to, water mains for supplying water for domestic purposes, electric power lines used for supplying electric energy to said premises, and telephone lines, and including the right of access to such mains and lines for installation, upkeep and repair. A portion of Block D is reserved for the use and occupation of a water well, pump and motor, and any other portion of said tract which may be suitable for the drilling of a water well for use in said tract is also reserved for such use at the option of the undersigned.

These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for twenty-five (25j) years from and after February 2, 1956, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

If the parties hereto, or any of them or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of said Lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions, which 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 or mortgage 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 said conditions.

Nothing herein contained shall be construed as granting or creating in the present owner, its assigns or successors, any rights of reversion or forfeiture by reason of the breach of any covenant, condition or restriction contained herein.

All of the covenants, restrictions, limitations and conditions hereinbefore set forth, all and singular, shall run with the land and shall be considered as embodied in all deeds, conveyances, encumbrances and written instruments hereafter made or executed by said owner, or its successors and assigns, and shall have the same force and effect as if embodied therein and made a part thereof.

IN WITNESS WHEREOF, the undersigned has executed these presents this 10th day of February, 1956.

MUSICK MEADOWS, a partnership

By Charles W. Myers
Partner

By Frank C. Lerrigo
Partner

APPENDIX D

**FRESNO COUNTY WATER DEVELOPMENT
STANDARDS AND POLICIES**