

Declarations of Covenants, Conditions & Restrictions
Yosemite West, Unit No. 1

The following protective covenants, conditions, restrictions, and reservations shall apply to YOSEMITE WEST, Unit No. 1, County of Mariposa, as recorded in the office of the County Record, County of Mariposa, State of California in Book 1 of Maps Official Records, Page 1511.

The Corporation referred to in these restrictions is the Yosemite Highlands, Inc. The controls to be retained by the Corporation shall be exercised by the Corporation, its agents or committee appointed by the Corporation and shall remain in force for forty years with automatic 10 year renewals. When the controls are relinquished or no longer exercised through the Corporation they shall pass to a committee elected by the owners of records of a majority of lots in the combined Yosemite West development.

Purpose: The purpose of the following covenants, restrictions, and conditions, hereinafter referred to collectively as “restrictions,” is for the protection of land values and to assure that Yosemite West will continue to develop into an attractive second home resort area of high character and appearance, terrain oriented, with as little damage to the natural beauty of the land and trees as is possible.

Land Use and Building Type: No purchased lot shall be used except for residential purposes. Re-subdivision of such lots will not be allowed. No building shall be erected, altered, placed or permitted to remain on any lot as shown on the recorded map other than (1) single-family dwelling not to exceed two (2) stories in height together with a garage and appurtenant structures which are reasonably necessary for residence use of the property except that on down-slope lots the dwelling structure shall not exceed three (3) stories in height provided, however, that the structure shall not exceed one story above the street level. A request for variance from these Restrictions will not be deemed approved unless written approval has first been received from the Committee.

Architectural Control: No residence, 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 Committee 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. The Committee will insure that external designs are not repeated so as to conflict with individuality. Further, no construction work of any kind is to be performed without building permits from the proper Mariposa County governing agencies.

Dwelling Quality, Size and Design: 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 900 square feet unless otherwise approved by Committee. For this purpose the measured square footage must have five (5) feet minimum clearance. External designs are to be rustic, mountain type. No standard type industrial prefabricated building or structure of any nature whatsoever, permanent or temporary, shall be moved, placed upon, assembled, or otherwise maintained on any lot. This

does not intend to restrict off-site construction of structural members or other portions of individually styled houses. Temporary construction sheds 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 the dwelling. Temporary construction sheds are not to be used as dwellings or otherwise inhabited. Typical city-type dwellings will not be permitted.

Construction Time Limits: 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 approval from the appropriate governmental authority or of such additional time as shall be approved by the Committee in writing. Said premises shall not be occupied until all said structures shall have been completed. Completion will be interpreted by the Committee as meaning that the building must be framed, rough plumbing completed, all siding on, all windows in, all roofing on, and all exterior painting done.

Dwelling location: Placement of buildings shall conform to the rules and regulations of Mariposa County 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 Yosemite National Park boundary or 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 and will require encroachment permits from the County.

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

Fences and Trees: Fences are permitted around swimming pools and patios; however, fences will not be permitted along property lines as a general rule. Special needs will be reviewed upon request by the Committee. No trees located on said premises over ten (1) inches in diameter, measured four (4) feet above the ground, shall be cut or removed without the written consent of the Committee. As a general rule trees shall not be cut outside the actual building area or within the setback lines on the recorded subdivision map, except in case of specific hardship caused by the topographic features or configuration of the lot. There are situations where trees should be thinned. This situation will be recognized by 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, 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 times kept in a neat and tidy condition and shall be planted to the 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 a ground cover must not form a means of rapidly transmitting fire from the native growth to any building, structure, or adjoining property. Any tree which extends within 10 feet of the outlet of any chimney or stovepipe must be removed or trimmed. All stovepipes and chimney outlets must be covered by a screen of nonflammable material within openings of not more than one-half inch in size. Incinerators 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 in progress.

Antennas: The Corporation shall have the authority to prohibit erection of television, radio or short wave antennas, or any other such device or apparatus which obstructs a view or tends in any way to be a nuisance or an unsightly element in the subdivision. The authority in this paragraph includes the authority to require dismantling of any such device. To this end, the Corporation reserves the right in contracting for any community antenna system.

Driveways, Parking, and Storage: Each improved lot must provide a minimum of two (2) parking spaces. Driveways and parking areas shall be paved or oiled and kept free of debris. No motor vehicles, boats or trailers shall be permanently parked or stored in any driveway or on any visible 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. No individual sewage system shall be permitted on any lot. Temporary construction outhouses of approved types may be used during the construction period by obtaining a special use permit from the County. The Corporation has included approved sewage treatment and distribution systems throughout the subdivision.

Water Supply: All water rights are reserved by the Corporation. No individual water supply system shall be permitted on any lot, nor shall water from the development be piped to adjoining lands not within the subdivision except as approved by the Corporation.

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 or allowed to enter the Park except as provided by Park Regulations.

Nuisances: No public or private nuisance shall be committed upon said property, or any part thereof; no part of said property shall be used for any purpose or in any manner which will be deleterious to the public health or become an annoyance or offensive to the public. Hunting and shooting is prohibited within the subdivision.

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.

Mining: No quarrying, drilling, or mining operations of any type shall be permitted upon or in any lot, nor shall tunnels or shafts be permitted.

Trade, Business or Profession and Zoning: No trade, business or profession of any type or description shall be conducted on said premises. 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. No materials, goods, vehicles, or equipment used or to be used in connection with any business shall be kept or stored on the property except that trucks used by the occupants of any residence thereon for transportation may be kept in an enclosed structure.

The Corporation has set aside approximately 90 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 hotels and restaurants which will serve wines and other liquors as permitted by law. The commercial activities may include a shopping district and possibly a gravel pit and other 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 not more than six square feet advertising the property for sale 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.

Park Entrance Fee: Owners of lots and their guests shall be obligated to pay the entrance fee to Yosemite National Park since ingress and egress is only through Yosemite National Park and the benefits of the Park are open to them.

Deed and Severability: Instruments 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, deed of trust, or agreement of sale prior to foreclosure, provided, however, that any purchaser at any mortgage foreclosure sale or sale under deed of trust or agreement of sale shall hold title subject to all the provisions hereof. Invalidation of any one of

these covenants by judgment or court order shall in no wise affect any of the other provisions which shall hold and remain in full force and effect.

Enforcement: Violation or breach of any of the conditions, covenants, restrictions herein contained shall give the Declarant or the Committee the right to enter upon said property where said violation or breach exists, and to abate and remove at the expense of the owner thereof, any structure, thing of 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 (3) 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. The failure to enforce such covenants at any time shall not be deemed a waiver of the right to do so thereafter, and shall not create any liability against the declarants or their assigns.

Approval Procedure: The Corporation's or Committee'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 restrictions shall be deemed to have been fully complied with.

Each and all of said restrictions 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.

In Witness whereof, the Declarant has set its hand this 14th day of August, 1967.

YOSEMITE HIGHLANDS, INC.