

**RESTRICTIONS
CASCADEL WOODS # 2**

Recorded January 21, 1958
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Document No. 700

PART A -- PREAMBLE

Cascadel Ranch Properties, Inc., owner of that certain land herein referred to as "tract" 24 the map of which is recorded in the office of the Recorder of the County of Madera, State of California, in Vol. 7 of Maps, at pages 76 and 77, hereby established restrictions and covenants, upon and subject to which all lots in said tract shall be improved, sold or conveyed as owner, each of which is for the benefit of each owner of any interest in said tract, and shall inure to and pass with each parcel of said tract and shall bind the successors in interest of present owners thereof. Each restriction or covenant shall be a servitude in favor of each and every such parcel of land therein, as follows, to wit:

A-1 The roads in said tract and the access roads thereto are unimproved and shall remain such until improved by the owners or their successors in interest, it being expressly understood that the County of Madera is not obligated to improve said roads until offered and accepted for dedication.

PART B -- AREA OF APPLICATION

B-1 FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to all lots in the subdivision above described in Part A.

B-2 Resale of property in Cascadel Woods shall be limited to members of Cascadel Club.

Cascadel Ranch Properties, Inc., shall have first option on the purchase of all real estate holdings in the Cascadel Woods development.

PART C -- RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE. (a) Lots shall be for private single family residential purposes, and known as "R-1" District; in addition to said use one guest house shall be permitted for each lot.

C-2 That all buildings or structures erected or constructed on any lots in said tract for residential purposes, together with the customary outbuildings, including private garages or carports (which garage or carport may be incorporated in and made a part of the residence building) and shall be constructed and erected in conformance with the Building Code, and any amendments thereto, of the County of Madera, State of California.

C-3 DWELLING SIZE. That the minimum ground floor area of any single family residential building constructed or erected on lots so provided in said tract, exclusive of garage, open porches, and overhanging patios, shall not be less than 800 square feet.

C-4 LOCATION OF BUILDINGS AND BASEMENTS. That no building shall be located nearer to any side lot lines, front lot line; side street line, or rear lot line than as permitted by the Building Set-back or Zoning Ordinances of the County of Madera, California, or any amendments thereto, and any ordinance notwithstanding as per setback lines as shown on said recorded map.

C-5 NUISANCES. No noxious or offensive activity shall be carried on upon any lot or shall anything be done thereon which may or become an annoyance or nuisance to the neighborhood.

That no kennel, aviary, hutch or warren shall be erected or maintained on any lot in said tract, nor shall dogs, cats, birds, burros, hogs, rabbits, or other wild animals, ever be kept thereon, except that this restriction shall not be construed to prohibit an ordinary household pet, which does not constitute an annoyance or nuisance to neighbors.

C-6 TEMPORARY STRUCTURES. That no basement, tent, shack, garage, or barn, or other outbuilding shall be constructed, moved onto, or erected on any lot in said tract.

C-7 BUILDING REGULATIONS. That after the commencement of construction of any dwelling, outbuilding, private garage, structures, fence or wall permitted to be constructed on any lot in said tract, according to the regulations of any applicable ordinance in effect by the County of Madera, the same shall be prosecuted to completion, or remodeling finished with reasonable diligence.

C-8 SANITATION. That the residential dwelling structures shall be so erected and constructed on any lot in said tract that all toilets and plumbing fixtures pertaining to sewage shall be within the residence and shall be connected to underground pipes with a sewage disposal system as permitted by the County of Madera, California.

That no outside toilets shall be permitted on any lot in said tract, except during a period not to exceed the first 120 days of actual house construction.

C-9 DWELLING USE. That the use for a public boarding house, sanatorium, hospital, asylum or institution of any kind or anything which may become a nuisance to the neighborhood is hereby expressly excluded from the definition of residential, but "residential purposes" shall be deemed to indicate and include an appurtenant private garage building or the attached appurtenant structure.

C-10 PROHIBITION OF FURTHER DIVISION. That all lots or parcels shown on said map shall not be divided in parcels or lots less than their present area.

PART D -- GENERAL PROVISIONS.

D-1 That these covenants, conditions and restrictions are to run with the land and shall be binding on all parties and persons claiming under for a period of 25 years from the date of recording of these restrictions in the office of the Recorder of the County of Madera, California.

D-2 ENFORCEMENT. If the owners hereto, or their heirs and assigns, or any person or persons, firm or corporation deriving title from or through them, shall violate or attempt to violate any of the covenants, conditions and restrictions herein, it shall be lawful for any other person or persons, firm or corporation owning real property within the bounds of said tract to prosecute any proceedings at law or in equity against such person or persons, firm or corporation violating or attempting to violate said covenants and restrictions, or any of them, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

D-3 SEVERABILITY. Invalidity of any of these covenants, conditions and restrictions by judgment or court order, shall in no wise affect any of the other provisions which shall remain in full force and effect.

D-4 BREACH OF RESTRICTIONS. Provided further, that a breach of any of the foregoing provisions, conditions, restrictions, or covenants or any reentry by reason of such breach shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any lot in said tract, or any part thereof, and any improvements thereon, but said provisions, conditions, restrictions, and covenants, shall be binding upon and effective against the owner thereof, whose title thereto is acquired by foreclosure, of any mortgage or deed of trust or otherwise.