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ATTORNEY
VOL 773 PAGE 52
JAN 29 PM 12:06
OFFICIAL RECORDS
TULARE COUNTY, CALIF.
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FEE \$104.00

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE
CRYSTAL FALLS BUSINESS PARK,
TULARE COUNTY, CALIFORNIA**

THIS DECLARATION, made on the date hereinafter set forth,

by NEIL L. BURCKART, PATRICIA S. BURCKART, MYREL E. DES JARDIN,

MARGARET F. DES JARDIN, DENNIS SASSAMAN and DEANNA SASSAMAN, herein-

after referred to collectively as "Declarant".

WITNESSETH:

A. Declarant is the owner of that certain real property

located in Tulare County, California, and more particularly des-

cribed in Exhibit "A", attached hereto and by this reference made a

part hereof.

All of the real property described in Exhibit "A" and all

additional real property which may be annexed pursuant to Article II

of this Declaration shall be referred to herein as the "Project".

B. In the first phase of the Project, Declarant has improved

or intends to improve the real property described in Exhibit "A" by

subdividing and constructing it into four (4) industrial lots improved

with buildings ("Lots") and one (1) common area lot with improvements

(Common Area "A"). It is anticipated that additional phases of said

Project, if annexed, shall consist of forty four (44) additional

industrial lots with buildings constructed thereon and additional

common area lots with improvements, all constructed in accordance

with the development plans, maps and specifications on file with

the County of Tulare.

Declarant may, but is not required to, annex future

phases of the Project. Any annexation by Declarant shall be

done in accordance with the provisions of Article II of this

Declaration.

Assessments levied against each lot and its Owner by the Association as provided in Article 6.

1.2 "Assessments" shall mean the Regular and Special Assessments levied against each lot and its Owner by the Association as amended from time to time.

1.1 "Articles" shall mean the articles of incorporation of the Association as amended from time to time.

following terms shall have the following meanings.

In addition to other definitions provided for herein, the

DEFINITIONS

ARTICLE I

each and every other Owner thereof as the dominant tenement.

be imposed upon all of the Project as a servitude in favor of and assigns, for the benefit of the Project, and shall, further, grantees, successors, heirs, executors, administrators, devisees Owners of all or any part of the Project, together with their the Association, its successors and assigns, and all subsequent on and for the benefit of Declarant, its successors and assigns, constitute covenants to run with the land and shall be binding for the mutual benefit of all Owners of the Project and shall may be put, hereby specifying that such Declaration shall operate restrictions, limitations, conditions and uses to which the Project mens, rights, Assessments, liens, charges, covenants, servitudes, used subject to the following Declaration as to division, easement, shall be held, sold, conveyed, leased, rented, encumbered and NOW THEREFORE, it is hereby declared that the Project Unit Development.

the interests therein conveyed and to establish thereon a Planned Unit Development.

D. By this Declaration, Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration and improvement of the Project and the interests therein conveyed and to establish thereon a Planned Unit Development.

herein.

over the Common Area, and such other interests as are provided non-exclusive easement for use, enjoyment, ingress and egress ("Association"), which shall hold title to the Common Area, a membership in the Crystal Falls Business Park Owners' Association

C. Each owner shall receive fee title to his lot, a

1.3 "Association" shall mean the Crystal Falls Business

Park Owners' Association, a California nonprofit mutual benefit

corporation, the members of which shall be the Owners.

1.4 "Board" shall mean the Board of Directors of the

Association.

1.5 "Bylaws" shall mean the Bylaws of the Association

as amended from time to time.

1.6 "Common Area" shall mean Common Area "A" as shown

on the Parcel Map delineating the first phase of the Project and

any additional common area lots shown on maps delineating additional

phases of the Project annexed pursuant to Article II of this

Declaration.

1.7 "Declaration" shall mean, collectively, Neil L. Burkart,

Patricia S. Burkart, Myrel E. Des Jardin, Margaret F. Des Jardin,

Dennis Sasaman, and Deanna Sasaman, or any successor-in-interest by

merger or by express assignment of the rights or portion thereof,

of Declarant hereunder by an instrument executed by Declarant and

(1) recorded in the Office of the Tuolumne County Recorder, and

(11) filed with the Secretary of the Association.

1.8 "Declaration" shall mean this instrument as amended

from time to time.

1.9 "Lot" shall mean one of the four (4) industrial lots

of the Project designated on the Map as Lots 1 through 4, inclusive,

each of which is or may be improved with a building and any lots

annexed to the Project pursuant to the annexation provisions of the

Project Documents. The Lots do not include the Common Area.

1.10 "Individual Charges" shall mean those charges levied

against an Owner by the Association other than Assessments as pro-

vided in Article 6.

1.11 "Map" shall mean that Parcel Map entitled: "Parcel

Map of Crystal Falls Business Park, Parcel A", filed in the Office

of the County Recorder of Tuolumne County, California, on January 21,

1985, in Book 21 of Parcel Maps at Pages 44+45, incorporated

herein by this reference.

use and enjoyment of the Project as amended from time to time.
regulations promulgated by the Association to govern the possession,
1.18 "Rules and Regulations" shall mean the rules and

provisions of the Project Documents.
Declaration of Annexation recorded pursuant to the Annexation
Declaration, Rules and Regulations of the Association, and any
1.17 "Project Documents" shall mean the Articles, Bylaws,

Project Documents.
properly annexed pursuant to the annexation provisions of the
In addition, "Project" shall include any Phase or real

Map.
Lots 1 through 4, inclusive, and Common Area "A", as shown on the
Tulsi County, California and more particularly described as
1.16 "Project" shall mean the real property located in

of the Project Documents as a subsequent Phase.
becomes part of the Project pursuant to the annexation provisions
as the first Phase or Phase I and any parcel of real property which
of the Project on the date of the recordation of this Declaration
1.15 "Phase" shall mean the real property which is part

of an obligation.
who hold an interest in a lot merely as security for the performance
contract sellers. "Owner" shall not include persons or entities
record fee ownership interest in a lot, including Declarant, and
1.14 "Owner" shall mean each person or entity holding a

portions of the Project.
Mortgage" or "First Mortgage" is one having priority as to all other
shall include the beneficiary under a deed of trust. A "First

encumbering a parcel or other portion of the Project. A "Mortgage"
1.13 "Mortgage" shall mean a mortgage or deed of trust
be a member.

in the Association as provided herein. Each Owner or Co-Owner shall
1.12 "Member" shall mean a person entitled to a membership

Phase of the Project.
In addition, "Map" shall include any recorded map for a

ARTICLE 2

DESCRIPTION OF PROJECT

RIGHTS OF OWNERS, DECLARANT

2.1 Description of Project

2.1.1 Project

The Project shall consist of all of the real

property described in Subarticle 1.16, and all of the improvements

thereon.

2.1.2 Lots

The Project, at the time of recordation of this

Declaration, consists of four (4) industrial lots designated on the Map as

Lots 1 through 4, inclusive, and Common Area "A". Each lot is or may

be improved with a building. The lots do not include the Common Area.

2.1.3 Common Area

That portion of the Project shown on the Map as

Common Area and the improvements thereon shall be owned by the

Association for the use and benefit of the Members. The Common Area

does not include the industrial lots.

Common Area "A" shall be conveyed to the

Association free of money encumbrances prior to or concurrently

with the closing of escrow for the first sale of a lot in the first

Phase of the Project, and Common Areas designated on Maps for subsequent

Phases of the Project shall be conveyed to the Association free of money

encumbrances prior to or concurrently with the closing of escrow for

the first sale of a lot in any such subsequent phase.

2.1.4 Incidents of Lot Ownership, Inseparability

every lot shall have appurtenant to it the

following interests:

(1) a Membership in the Association, and

(11) a non-exclusive easement for use, enjoyment,

Ingress and egress over the Common Area (as defined in Subarticle 1.6

hereof to include Common Area "A" and any additional common area lots

shown on maps delineating additional phases of the Project annexed

pursuant to Article II hereof): The Common Area shall be subject to such non-exclusive easements but such non-exclusive easements shall be subordinate to and shall not interfere with exclusive easement driveways appurtenant to lots over the Common Area. Such non-exclusive and exclusive easements shall be subject to all easements shown on the Map, subject to such restrictions and limitations as are contained in the Project Documents and subject to other reasonable regulation by the Association, and

(iii) an exclusive easement for use, access, ingress and egress for driveway purposes over that portion of the Common Area which is the access driveway immediately adjacent to and serving said lot.

Such interests shall be appurtenant to and inseparable from ownership of the lot. Any attempted sale, conveyance, hypothecation, encumbrance or other transfer of these interests without the lot shall be null and void. Any sale, conveyance, hypothecation, encumbrance or other transfer of a lot shall automatically transfer these interests to the same extent.

2.1.5 Owner's Obligation to Maintain the Lot

Each Owner shall maintain and repair all portions of his lot other than those portions whose maintenance has been delegated herein to the Association, keeping the same in a safe, sanitary and

attractive condition. As provided in subarticle 5.3.1 the Association shall have the duty to maintain all landscaping on the lot. In the event an Owner fails to maintain his lot as provided herein in a manner which the Board reasonably deems necessary to preserve the safety, appearance and/or value of the Project, the Board may notify the Owner of the work required and request that it be done within a reasonable and specified period. In the event that the Owner fails to carry out such maintenance within said period, the Board shall, subject to the notice and hearing requirements of subarticle 7.2.1.2, have the right to enter upon the lot to cause such work to be done and individually charge the cost thereof to such Owner. Notwithstanding the foregoing, in the event of an emergency arising out of the failure of an Owner to maintain his lot, the Board shall have the right to immediately enter upon the lot to abate the emergency and, subject to the notice and hearing requirements of subarticle 7.2.1.2, individually charge the cost thereof to such Owner.

2.1.6 Encroachment Assessments

Each lot is hereby declared to have an assessment over all adjoining lots and the Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of an improvement or any other cause. The Common Area is hereby declared to have an assessment over all adjoining lots for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of an improvement or any other cause. There shall be valid easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid assessment for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event an improvement is partially or totally destroyed, and then repaired or rebuilt, the Owners of each lot agree that minor encroachments over adjoining lots or Common Area or by Common Area over lots shall be permitted and that there shall be a valid assessment for the maintenance of said encroachments so long as they shall exist.

2.1.7 Party Walls

Each wall which is built as a part of the original

The Owner of any lot which shares a party wall with any other lot shall own an undivided interest in one-half of the original thickness of the party wall nearest his lot, regardless of the location of the actual boundary line between the affected lots and shall have a percent of support over the other one-half thickness.

The costs of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Notwithstanding any other provisions of this sub-article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

The right of any Owner to contribution from any other Owner under this subarticle shall be appurtenant to the land and shall pass to such Owner's successors in title.

In the event of any dispute arising concerning a party wall the dispute shall be submitted to the Board for arbitration. To the extent not inconsistent with the Project Documents, the general rules of law regarding party walls shall apply thereto.

2.1.8. Delegation of Use, Contract Purchasers, Lessees, Tenants

Any Owner may delegate his rights of use and enjoy-

ment in the Project to such persons as may be permitted by the Project Documents, subject however, to the Project Documents. If an Owner of a lot has sold his lot to a contract purchaser, leased or rented it, the Owner shall not be entitled to use and enjoy the Project while the Owner's lot is occupied by such contract purchaser, lessee or tenant. Instead, the contract purchaser, lessee or tenant, while occupying such lot, shall be entitled to use and enjoy the Project and may delegate the rights of use and enjoyment in the same manner as if such contract purchaser, lessee or tenant were an Owner during the period of his occupancy. During the period of time that an Owner's lot is occupied by a contract purchaser such contract purchaser shall have the right to exercise such Owner's

give to such contract purchaser, upon demand, such proxies as are necessary to exercise such Owner's voting rights in the Association. Each Owner shall notify the secretary of the Association of the names of any contract purchasers, lessees or tenants of such Owner's Lot. Any delegated rights of use and enjoyment are subject to suspension to the same extent as are the rights of Owners.

2.1.9 Responsibility for Common Area Damage

The cost and expense of repair or replacement

of any portion of the Common Area resulting from the willful or negligent act of an Owner, his contract purchasers, lessees, or invitees shall be, in addition to the party at fault, the responsibility of such Owner to the extent that it is not covered by insurance maintained by the Association. The Association shall cause such repairs and replacements to be made and the cost thereof shall be levied as an individual charge against such Owner.

2.2 Rights of Declarant

2.2.1 Reservation of Easements to Complete, Sell

Declarant hereby reserves in itself and its successors and assigns the following easements over the Project to the extent reasonably necessary to complete and sell, lease, rent or otherwise dispose of the Lots:

(1) easements for ingress and egress, drainage, encroachment, maintenance of temporary structures, operation and storage of construction equipment and vehicles, for doing all acts reasonably necessary to complete or repair the Project, or develop subsequent Phases, or to discharge any other duty of Declarant under the Project Documents or sales contracts or otherwise imposed by law.

(11) easements for activity reasonably necessary to sell, lease, rent or otherwise dispose of the Lots. This easement shall exist until the earlier of (1) the date on which the last Lot is sold by Declarant or (11) 3 years from the filing with the County Recorder of the most recently filed Parcel Map delineating a Phase of the Project.

Declarant covenants to use the above easements in a manner that will reasonably minimize any adverse impact upon the possession, use and enjoyment of the Project by the Owners.

2.3 Utilities

2.3.1 Rights and Duties

Whenever sanitary sewer, water, electric, gas,

television receiving, telephone lines or other utility connections are located or installed within the Project, the Owner of each lot served by said connections shall be entitled to the use and enjoyment of such

portions of said connections as service his lot. Every Owner shall pay all utility charges which are separately metered or billed to his lot.

Every Owner shall maintain all utility installations located in or upon his lot except for those installations maintained by utility companies.

Utility companies shall have the right, at reasonable times after reasonable notice to enter upon the lots and common

area to discharge its duty to maintain Project utilities.

Whenever sanitary sewer, water, electric, gas,

television receiving, telephone lines or other utility connections, are located within the Project, the Owner of a lot served by said connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to at reasonable times after reasonable

notice enter upon the Project lots or common area or to have his agents or the utility companies enter upon the Project lots or common area to

maintain said connections as and when necessary.

In the event of a dispute between Owners with respect

to the maintenance, repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then the matter shall be

submitted to the Board for arbitration.

2.3.2 Easements for Utilities and Maintenance

Easements over and under the Project for the instal-

lation, repair, and maintenance of sanitary sewer, water, electric, gas and telephone lines, cable or master television antenna lines, and

drainage facilities, as shown on the Map of the Project, and as may be

hereafter required to serve the Project, are hereby reserved for

Declarant and the Association, together with the right to grant and trans-

fer the same.

2.3.3 Association's Duties

The Association shall maintain all utility

installations located in or upon the Common Area except for those instal-

lations maintained by utility companies, public, or private.

USE RESTRICTIONS

ARTICLE 3

In addition to all the covenants contained herein, the use of the Project and each lot therein is subject to the following:

3.1 Use of Individual Lots

All lots in the Project shall be used for no purpose

other than business purposes, save and except for the Common Area on

which there may be placed landscaping, parking areas and private streets.

No building shall be erected, altered, leased, placed or permitted to

remain on any lot other than a building used for business purposes.

3.2 No Residential Uses

No part of the Project shall ever be used or caused to

be used or allowed or authorized in any way, directly or indirectly,

for any residential or other non-business purpose.

3.3 Signs

No sign or billboard of any kind shall be displayed to

the public view on any portion of the Project of any lot, except one

sign for each separate and distinct business occupying any portion of

a building constructed on any building site but not more than two (2)

signs for each lot, each such sign shall not be more than 7 1/2 inches by

30 inches and of a style subject to the approval of the Architectural

Committee. Notwithstanding the foregoing, all signs must comply with

state and local laws and ordinances.

3.4 Nuisances

No noxious or offensive trade or activity shall be carried

on upon any lot or any part of the Project, nor shall anything be done

thereon which may be, or may become, an annoyance or nuisance to the

neighborhood, or which shall in any way interfere with the quiet enjoy-

ment of any Owner of his respective lot.

3.5 Drilling, Etc.

No oil drilling, oil development operations, oil

refining, quarrying or mining operations of any kind shall be permitted

upon or in any lot, nor shall oil wells, tanks, tunnels or mineral

excavations or shafts be permitted upon the surface of any lot or

within five hundred (500) feet below the surface of the Project, except

the Association may install a petroleum dispensing facility on the Common Area for use by its Members. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained, or permitted upon any Lot.

3.6 Antennas

No television, radio or other electronic antenna, solar

panel, or device of any type shall be erected, constructed, placed or

permitted to remain on any of the buildings constructed on the Lots

unless and until the same shall have been approved in writing by the

Architectural Committee and the Association.

3.7 Drainage

All drainage of water from any Lot and the improvements

thereon may drain or flow into adjacent streets, but shall not be allowed

to drain or flow upon adjoining Lots unless and until the same shall have

been approved in writing by the Architectural Committee and the Assoc-

iation.

3.8 Animals

No animal, livestock or poultry of any kind shall be

raised, bred or kept on any Lot.

3.9 Trash

All rubbish, trash and garbage shall be regularly removed

from the Project and shall not be allowed to accumulate thereon.

3.10 Temporary Structures

No structure of a temporary character, trailer, camper,

boat or similar equipment shall be permitted to remain upon the exterior

portion of any Lot without the prior written approval of the Architectural

Committee.

3.11 Encroachments

A Lot shall be subject to any natural settlement of

structures which are so constructed that they are shared in common by

adjoining Owners, or any encroachment not exceeding four (4) feet onto

any Lot by reason of a roof or eave from a structure on an adjoining Lot.

3.12 Outside Storage

No outside storage of any kind shall be permitted with-

out prior written permission of the Architectural Committee.

3.13 Parking

Parking of all vehicles shall be restricted to designated

shall be Members and the vote for such Lot shall be exercised as they more than one person or entity owns a Lot, all such persons and entities Declarant, and shall be entitled to one vote for each Lot owned. When Class A Members shall be all Owners, except

4.4.1 Class A Membership

membership established according to the following provisions:
The Association shall have two (2) classes of voting

4.4 Voting

apartment membership rights in the Association to the new Owner. to a Lot or interest in it shall operate automatically to transfer the Any attempt to make a prohibited transfer is void. Any transfer of title of the Lot to which it is appurtenant, and then only to the new Owner. pledged, or alienated in any way except upon the transfer of ownership. Membership in the Association shall not be transferred.

4.3 Membership Transfer

mental body or agency having jurisdiction over the Project. laws, regulations, and ordinances of any governmental or quasi-governmental Association in accordance with the Project Documents and all applicable The management of the Project shall be vested in the

4.2 Management

reason at which time his membership shall cease. remain a member thereof until such time as his ownership ceases for any Each Owner shall be a member of the Association and shall

4.1 Membership

THE ASSOCIATION MEMBERSHIP AND VOTING

ARTICLE 4

insurance. additional insured and provided with a certificate evidencing said and \$500,000 property damage and the Association shall be named as an insurance in an amount not less than \$500,000/\$1,000,000 bodily injury require the lessee of same to obtain at his own expense liability In the event an Owner desires to lease his Lot he shall

3.14 Lessee Insurance

within the Common Area. parking areas. No parking shall be permitted on any driveways or roads