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Fresno, CA 93710

RECORDED IN OFFICIAL RECORDS OF KINGS COUNTY, CALIFORNIA	
AT	MIN PAST <u>30</u> M
KINGS COUNTY TITLE COMPANY	
MAR 22 1990	
JOAN L. BULLOCK	
County Clerk and Recorder	
	

L4083-MA 74847-MA

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

In order to enhance and protect the value, desirability and attractiveness of property hereinafter described and all of the lots and easements included therein, this declaration of Covenants, Conditions and Restrictions for TRACT NO. 614 in the City of Lemoore, County of Kings, State of California, is made this 2 day of March, 1990 by Garold C. Brown and Carol Brown, the City of Lemoore, and the Lemoore Redevelopment Agency (hereinafter referred to individually, jointly, and collectively as "declarants") who are owners of all of the lots and who are respective owners of various lots in that certain real property in the City of Lemoore, County of Kings, State of California, more particularly described as:

Tract No. 614, recorded at Book 14, page 42 of Plats,
Kings County Records

and generally known as:

LEMOORE INDUSTRIAL PARK NO. 1

All deeds, conveyances, encumbrances, and written instruments of whatsoever kind and character, all and singular, hereafter made or executed and affecting title to said described real property or any part thereof, in any manner whatsoever, shall be subject to the following limitations and restrictions, which shall be and remain in full force and effect for a period of forty (40) years from and after the date of recordation hereof and from and after recordation of the first conveyance of a lot or lots to a grantee other than declarants, except as hereinafter modified, and declarants and each of them individually, jointly, collectively and otherwise declare and covenant that said described real property or any part thereof shall be held, sold, transferred, conveyed, encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are hereby declared to be for the benefit and safety of all of said described real property, and the public at large, and to minimize possible adverse effects on the public

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health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions herein contained are hereby declared and imposed on said described real property and each and every part thereof and shall run with the said described real property and each and every part thereof and shall be binding upon and inure to the benefit of each successive owner or trust deed beneficiary of the said described real property and each and every part thereof and his, her, its, or their heirs, successors, and assigns during such ownership thereof or other interest therein.

1. Declarants declare, covenant, and agree that no activity or condition that is unreasonably and unusually noxious or offensive to any of the physical senses shall be carried on or permitted upon any part, parcel, lot or other portion of said described real property, nor shall anything be done or be allowed to exist thereon which may be or become an annoyance or nuisance to the remainder of said described real property or to the neighborhood, said prohibited activities and conditions including but not being limited to the following:

- (a) Any public or private nuisance;
- (b) Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness, or loudness, subject to condition number 2 below;
- (c) Any obnoxious odor in light of the use of the real property as an industrial park;
- (d) Any dust, dirt, or fly ash in excessive quantities;
- (e) Any unusual fire, explosion, or other damaging or dangerous hazard;
- (f) Any "second hand," Army, Navy, or government "surplus" store;
- (g) Any trailer court, labor camp, junk yard, stock yard, or animal raising (other than pet shop);
- (h) Any drilling for or removal of subsurface substances except as to lots numbers 10 and 11;
- (i) Any dumping, disposal, incineration, or reduction of garbage or refuse; and
- (j) Any fire or bankruptcy sale or auction house operation.
- (k) Any dog kennel or other animal shelter.

2. Declarants declare, covenant, and agree that consistent with and in light of its use as an industrial park, the said described real property and each and every part thereof shall not be used for, and no activity thereon may take place which is, a noisy use unless appropriate attenuation measures are approved and implemented.

3. Declarants declare, covenant, and agree that said described real property and each and every part thereof shall not

be used for coal fired cogeneration purposes, for waste disposal facility purposes, for slaughterhouse purposes, or other similar purposes inconsistent with its nature as an industrial park.

4. Declarants declare, covenant, and agree that after forty (40) years from the date of recordation hereof, the herein imposed and declared covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years unless amended in whole or in part as follows: An amendment or revocation of this declaration shall be evidenced by an instrument certified both by the then owners of a majority of the lots in said described real property and by a majority of the then owners of the lots contained in said described real property.

5. If the parties hereto or any of them or their heirs, successors or assigns or beneficiary of a deed of trust on the said described real property or any part thereof shall violate or attempt to violate any of the covenants herein, it shall be lawful for any of the following persons or entities to enforce, by any proceeding at law or in equity, all restrictions, covenants, conditions and reservations now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation:

(1) Any person, persons, entity, or entities owning or having equitable or legal rights in land in said Tract 614;

(2) The City of Lemoore with respect to the right to enforce Municipal Code violations.

6. Declarants declare, covenant, and agree that this Declaration of Covenants, Conditions and Restrictions ("Declaration") shall become effective upon recordation hereof in the office of the Recorder for the County of Kings, State of California and upon recordation of the first conveyance of a lot or lots to a grantee or to grantees other than the declarants.

7. Garbage, Rubbish and Trash. All trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of rubbish, trash or garbage shall be kept in a clean and sanitary condition.

8. Landscaping. Each lot which borders on a dedicated street shall be landscaped on that portion of the lot abutting the dedicated street right of way to a width of not less than ten (10) feet and extending along the entire border abutting the dedicated street right of way. For purposes of this paragraph,

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a "dedicated street" shall not include a state highway or state highway easement. All landscaping shall be installed and maintained in a neat and attractive manner.

9. Setbacks. All structures constructed or maintained on any lot shall be located in strict accordance with the building lines and setback provisions of all applicable zoning ordinances. No structures shall be constructed or maintained within any public utilities easement now or hereafter in existence.

10. Excavation. No improvement, excavation, fill or other work, that would in any way alter the natural or improved state of any lot shall be made or done except upon obtaining the permits granted or required by the City of Lemoore, the County of Kings, or such other governmental agencies having jurisdiction.

11. Public Service Use. Declarants hereby reserve and covenant for themselves, each owner, and the owners of all or any portion of any lot, an easement for city, county and state public services for the purpose of performing such services, including police and fire protection.

12. Easements. The easements and rights of way granted or reserved by this Declaration or dedicated to the public or for utility purposes situated on each or any lot shall be maintained by the owner of such lot, except for those improvements or facilities for which a public authority or utility company is responsible.

13. Interference with Easements. Within the easements and rights of way granted or reserved pursuant to this Declaration or dedicated for public utility purposes, no structure, planting or material shall be placed or permitted to remain thereon which, may damage or interfere with the installation, maintenance and use of such easement.

14. Attorney Fees. If suit is brought to enforce or interpret any part of this agreement, the prevailing party shall be entitled to recover as an element of his/its costs of suit, and not as damages, a reasonable attorney fee to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover his/its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover his/its costs shall not recover attorney fees. No sum for attorney fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to recover his/its costs or attorney fees.

15. Ownership Subject to Declaration. Each grantee of any part, portion or interest in a lot or the real property covered

by this Declaration, and any purchaser under any grant deed or contract of sale, or any lessee under any lease covering any part or portion of or interest in any lot, whether from declarant or a subsequent owner, shall accept the same subject to all of the restrictions, conditions, covenants, reservations, easements, liens and charges set forth in this Declaration, and, by such acceptance, for himself, and his heirs, personal representatives, successors, and assigns, agrees with the declarants and with the grantees and subsequent owners of any part or portion of or interest in such lot or lots, to keep, observe and comply with this Declaration and to perform all obligations on his part thereunder.

16. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating and establishing the development of the property as a highly desirable industrial and commercial project, and shall be construed and governed in accordance with California law.

17. Mortgagee Protection. No breach of any provision of this Declaration nor the enforcement of any rights provided herein shall defeat or render invalid the lien of any prior deed of trust made in good faith and for value encumbering any lot, but all the provisions of this Declaration shall be binding upon and shall be effective against any owner whose title is derived through foreclosure, whether by judicial or trustee's sale or otherwise.

18. Successors and Assigns. This Declaration shall be binding upon and inure to the benefit of the heirs, executors, successors, administrators and assigns of the parties hereto.

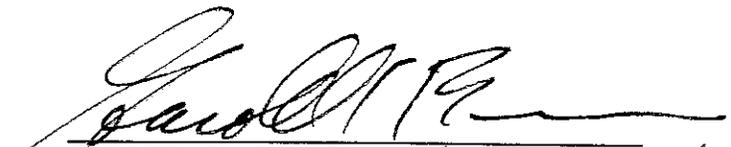
19. Cumulative Remedies. Each remedy provided for by this Declaration for the breach of any of the covenants, conditions, restrictions, reservations, easements, liens or charges contained herein, shall be in addition to any other available remedy, whether provided by law or equity, and all such remedies, whether provided for by this Declaration or otherwise, shall be cumulative and not exclusive.

20. Interpretation of Restrictions. It is not the intent of this Declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued or which may be adopted or issued pursuant to law relating to the use of buildings or premises; provided, however, that where this Declaration imposes a greater restriction upon the user occupancy of any structure or lot or upon the construction of buildings or structures or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or

permits, then the provisions of law or ordinances or by such rules, regulations or permits, then the provisions of this Declaration shall control.

21. Invalidation of any 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. Violation of any of the restrictions herein shall not defeat or render invalid the lien of any deed of trust or other document affecting title to property in said Tract 614 in case of foreclosure and sale thereunder and the purchaser shall take title subject to these restrictions. These restrictions are to run with the land and failure to show restrictions on documents affecting title thereto shall not render them invalid.

DATED: 3/2/90


GAROLD C. BROWN *Ronald L. Hoggard witnessed*

DATED: 3/2/90


CAROL BROWN *Ronald L. Hoggard witnessed*

LEMOORE REDEVELOPMENT AGENCY

DATED: 3/2/90

by 
ALLEN GOODMAN

CITY OF LEMOORE

DATED: 3/2/90

by 

PUBLIC AGENCY ACKNOWLEDGEMENT

State of California)
County of Kings) SS.
City of Lemoore)

On this 2nd day of March 1990 before me, Mary Ann Sarratt, Notary public, personally appeared Allen L. Goodman, known to me to be the person who executed this instrument as the Executive Director of the Lemoore Redevelopment Agency and Acknowledged to me that the City of Lemoore Executed it.



Mary Ann Sarratt
Mary Ann Sarratt - Notary Public

PUBLIC AGENCY ACKNOWLEDGEMENT

State of California)
County of Kings) SS.
City of Lemoore)

On this 2nd day of March 1990 before me, Mary Ann Sarratt, Notary public, personally appeared Allen L. Goodman, known to me to be the person who executed this instrument as City Manager for the City of Lemoore.



Mary Ann Sarratt
Mary Ann Sarratt - Notary Public

STATE OF CALIFORNIA

County of Kings } ss.

On March 9, 19 90, before me, the undersigned, a Notary Public in and for said State, personally appeared RONALD L. HOGGARD personally known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposed and said: That he resides at Kings County, that he was present and saw Garold C. Brown and Carol Brown, personally known to him to be the persons described in and whose names are subscribed to the within and annexed instrument, execute the same; and that the affiant subscribed his name thereto as a witness to said execution.



Mary Ann Sarratt