

RECORDING REQUESTED BY  
TITLE INSURANCE AND TRUST CO.

WHEN RECORDED MAIL TO:

TITLE INSURANCE & TRUST CO.  
1715 CHESTER AVENUE  
BAKERSFIELD, CA 93301  
ATTN: E. ZENTMIRE

#409059

DECLARATION OF PROTECTIVE RESTRICTIONS  
TRACT 3111  
KERN COUNTY, CALIFORNIA

THIS DECLARATION, made this 30<sup>th</sup> day of October, 1968 by PACIFIC CASCADE LAND COMPANY, INC., hereinafter referred to as the Declarant.

WHEREAS, the Declarant is the owner of Lots 1 through 170, both inclusive of Tract 3111, Kern County California, as per plat thereof recorded December 6, 1968 in Book 17, Pages 32 to 38, inclusive, maps of said County, and

WHEREAS, the Declarant is about to sell, dispose of or convey said lots in said Tract 3111, above described, and desires to subject the same to certain protective covenants, conditions, restrictions (hereinafter referred to as "Conditions") between it and the acquirers and/or users of the lots in said Tract.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Declarant hereby certifies and declares that it has established and does hereby establish a general plan for the protection, maintenance, development and improvement of said Tract; and that

THIS DECLARATION is designed for the mutual benefit of said lots in said Tract and Declarant has fixed and does hereby fix the protective conditions upon and subject to which all of said lots of said Tract shall be held, leased or sold and/or conveyed by them as such owners, each and all of which is and are for the mutual benefit of said lots in said Tract and of each owner thereof, and shall run with the land and shall inure to and pass with said lots of said Tract and shall apply to and bind the respective successors in interest thereof, and are and each thereof is imposed upon said lots of said Tract as a mutual, equitable servitude in favor of each and every parcel of land therein as the dominant tenement or tenements.

SAID CONDITIONS ARE AS FOLLOWS:

1. Until the expiration date of these restrictions, the following lots, to wit: Lots 1 through 170 inclusive in this subdivision, may be used for any of the purposes and subject to the rules, regulations and restrictions of E Estate zoning as contained in the Official Land Use Zoning Ordinance for the County of Kern as the same may be amended from time to time.

2. The permitted uses and regulations shall be the same as the R-1 zone except for the following additional permitted uses:

Two horses may be kept on each lot for the personal use of the owner of said lot provided said lot contains 1/2 acre or more; however, the number of horses shall be limited to one per 1/4 acre. The keeping of such horses shall conform to all other provision of law governing the same and the stable, barn or corral shall be kept and maintained in strict conformity with the restrictions set out in the R-S zoning portion of the Official Land Use Zoning Ordinance for the County of Kern as the same may be amended from time to time.

A non-exclusive easement is reserved for the benefit of all owners of property within Golden Hills Community Services District to be used for equestrian purposes across those portions of the respective lots within said Tract 3111 as shown on the certificate of dedication in the official plat thereof and said non-exclusive easement shall extend no more than 40 ft. from the rear lot line and no more than 30 ft. from the side lot line of each of such lots for the purposes set out below.

The owner of each of those R-S Suburban Residential Zone lots shall construct and maintain a three-rail board fence on posts not more than ten feet apart, painted white on both sides, on or near the equestrian easement line at the rear and/or side of each such lot. The alignment of said fence may vary from the easement line in order to avoid local obstructions and, in any case, shall vary from the easement line wherever necessary to permit free passage of horses and riders within or adjacent to said easement. Such fence must be constructed at or prior to the commencement of construction of any structures on such lot.

4. TEMPORARY DWELLINGS. A structure, tent, trailer or other living quarters may be placed upon a lot as a temporary dwelling for a period of time not to exceed 60 days in any one year period during construction of the main residence thereon, upon obtaining written consent of the Architectural Committee.

5. OUTHOUSES. No privy shall be erected, maintained, or used upon any part of said real property, but a temporary chemical privy may be permitted during the course of construction of building. Any lavatory, toilet or water closet that shall be erected, maintained or used therein shall be enclosed and located within a building herein permitted to be erected on said premises, and shall be properly connected with an underground septic tank, and so constructed and operated that no offensive odors shall arise or otherwise escape therefrom.

6. APPROVAL OF PLANS. No building, wall, fence, utility, or other structure shall be erected, altered in any way or maintained upon, under, or above any part of said property unless plans (floor plans, elevations and a building section) and specifications thereof and a plot plan indicating the location of said structure on the property to be built upon, have been duly submitted to and approved by the Architectural Committee.

Any building, wall, fence, utility or other structure erected, altered or maintained without the approval of the Architectural Committee may be removed by the Declarants at the property owner's cost.

The construction of any building or structure once commenced on the property shall be prosecuted diligently to completion.

7. BUILDING DESIGN AND SIZE. Each main residence placed on any lot of the subdivision shall be of such size that it shall contain at least one thousand (1,000) sq. ft. of living area floor space excluding garages, carports, basements, cellars, terraces, porches, patios or balconies.

8. SET-BACK LINES AND FENCING.

a) No building or structure nor the enlargement of any building or structure shall be erected or maintained within twenty-five (25) feet of the front property line, or twenty (20) feet from the rear property line, or ten (10) feet from any side lot line except that on the street side of a corner lot there shall be a side yard of not less than ten (10) feet.

b) No wall, fence or hedge shall exceed six feet in height anywhere on any lot of this subdivision. No fence, wall or hedge located in the required front yard shall exceed a height of four (4) feet. No fence, wall or hedge located twenty-five (25) feet of the rear line of a reversed corner lot between the street and the established setback line on the key lot, to the rear, shall exceed a height of four (4) feet. No woven wire fencing shall be permitted. Location, height and erection of fencing is subject to approval of Architectural Committee under paragraph 6 hereof.

9. SIGNS. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any lots without the consent in writing of the Declarant, except one sign not exceeding two sq. ft. in surface area on each lot advertising only the sale or lease of the lot on which it is erected. Said sign may be erected and maintained behind the setback line of such lot as to any street; and no closer than ten (10) feet to any property line of such lot; and without regard to the foregoing Declarant may erect and maintain on said property such signs and other advertising devices as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement, subdivision and sale of said property; or, except such as may hereafter be authorized by the

Declarant should any of said lots or parcels be designated as commercial and so approved by the appropriate governmental agencies.

10. DRAINAGE. Natural surface drainage shall be maintained and no obstruction, diversion or confining of the existing channels through which surface water naturally flows upon and across the lot in time of storm, shall be made in such a manner as to cause damage to the other properties.

11. LIVESTOCK AND PETS. Except as otherwise herein set out, no animals, livestock or poultry of any kind shall be raised, bred, grazed, maintained or kept on any lot for sale or commercial purposes. Only such animals or livestock for personal use of the occupants may be kept on any lot as shall not interfere with the safety, health, convenience, or comfort of the occupants or owners of any lots within 1,000 feet from the perimeter of the subject lot. No poultry, pigs or goats may be kept or maintained on any lot at any time or for any purpose. Household pets may be kept under the following conditions: No pen or enclosure in which household pets are housed may be erected or maintained within twenty-five (25) feet of front or rear property line or fifteen (15) feet from any other property boundary.

No rubbish, trash, garbage or unsightly vegetation of growth shall be allowed to accumulate on the property. All area for clotheslines, woodpiles, services or unsightly storing shall be properly screened by means of permanent fencing.

12. DESIGN RESTRICTIONS.

a) All building structures shall be made of new materials except for natural stone and used brick masonry used in such construction.

b) No garage, guest home, bath house, servants' quarters, hobby shop, storage or accessory building of any kind shall be built unless architecturally interconnected with the main building. No carport, patio or other sheltered space shall be erected except with a roof that forms an integral part of the main roof and is covered with the same roofing material. The installation of awnings, either at the time of the building erection or at any later date, shall at all times be subject to the written approval of the Architectural Committee.

c) Colors and materials used for exterior finishes and roofs shall be first approved in writing by the Architectural Committee.

d) Location of air conditioning units, evaporative coolers, other mechanical equipment or devices, and roof jacks, vent caps and other roof outlets, shall be designated on building plans, and must first be approved in writing by the Architectural Committee.

Special attention shall be paid to designing, building, and maintaining the rear elevation of buildings and landscaping adjacent to the golf course.

13. LANDSCAPING. Upon completion of permanent dwellings, all unpaved areas shall be intensively landscaped. Off-site planting strip between property side lines shall be landscaped and maintained by the property owner. No landscaping shall be permitted to obstruct the view of the golf course. No trees shall exceed by fifteen (15) feet the roof line of the residence on any parcel in the subdivision.

14. ARCHITECTURAL COMMITTEE. The Architectural Committee shall consist of one or more, but not to exceed, three members.

Members of the Architectural Committee need not be residents of or property owners at Golden Hills.

a) MEMBERSHIP. The Architectural Committee is composed of EUGENE MOORE, JACK OSBORN, and GEORGE NICHOLAOU, Los Angeles, California. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the

lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its power and duties.

b) The purpose and function of the Architectural Committee is to consider, evaluate, examine, pass upon and to make findings and recommendations to the Declarant of approval or disapproval of or conditional approval in connection with any application of a property owner at Golden Hills for approval of plans and specifications as required under deed restrictions, covenants, and/or conditions affecting the property.

c) The Architectural Committee's recommendations of approval, disapproval or conditional approval shall be endorsed upon the plans and specifications submitted by the property owner. The approval, disapproval or conditional approval of such design documents shall be further evidenced by a proper written instrument acknowledged by the Declarant, and such written acknowledgment shall be returned accompanied by one set of the submitted design documents to applicant within 30 days after submission.

d) In the event the Declarant fails to approve or disapprove before the expiration date or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, written approval will not be required and the related covenant shall be deemed to have been complied with.

e) The applicant, if dissatisfied with the decision of the Architectural Committee, may appeal to the Declarant whose decision on the subject shall be final.

f) The right of appeal by the property owner must be exercised in writing within 10 days after notification of the decision of the Architectural Committee provided, however, that the Declarant may extend the time of any dissatisfied property owner for the appeal or grant him a hearing on appeal after the expiration of said time.

g) Neither the Architectural Committee nor the Declarant can be held responsible for any error in structural design or for any non-conformance with building codes and local regulations in the plans and/or specifications approved by him nor for any defect in any building or structure erected according to those plans and/or specifications.

h) The Architectural Committee may call upon Declarant for cooperation or assistance respecting any matter within the jurisdiction of the Architectural Committee or in connection with the administration of its functions including investigations, preparation and transmittal of notices, preparation of legal forms or provision for expenses.

i) The Architectural Committee may, in its discretion, from time to time, in the interests of property owners in connection with proposed construction, issue statements or memoranda, setting forth standards or other matters as it may deem helpful or desirable for information to and assistance of property owners in satisfying the design requirements of the Architectural Committee as a condition to approval of proposed plans and specifications.

j) It shall remain the prerogative and in the jurisdiction of the Declarant to grant approval for exceptions to the declared restrictions, variances from restrictions and other forms of deviation, assuming that such exceptions, variances or deviations will not, in any way, detract from the appearance of the premises or be detrimental to the public welfare or to the property or other persons located in the vicinity thereof, or be violating any applicable law, code or regulation.

#### GENERAL PROVISIONS

These conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until June 30, 1985 at which time said conditions and covenants shall be automatically extended for successive periods of ten years, unless by vote of the owners of a majority of the lots in said Tract, it is agreed to change said conditions in whole or in part.

PROVIDED FURTHER, that if any paragraph, section, sentence, clause or phrase of the restrictions, conditions and covenants herein contained shall be or become illegal, null or void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained shall not be affected thereby. It is hereby declared that these restrictions, conditions and covenants herein contained would have been and are imposed on each paragraph, section, sentence, clause or phrase thereof, irrespective

of the fact that any one or more of the paragraphs, sections, sentences, clauses or phrases are or shall become or be illegal, null or void.

PROVIDED FURTHER, that if any owner of any lot in said property, or his heirs, or assigns, shall violate or attempt to violate any of the conditions, covenants, and/or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants, and/or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

PROVIDED FURTHER, that a breach of any of the foregoing conditions, covenants, and/or restrictions shall not defeat or render invalid the lien of any mortgage, or deed of trust in good faith, and for value, as to said property or any part thereof; but such conditions, covenants, and/or restrictions shall be binding upon and effective against any owner of any lot or lots in said property whose title is acquired by foreclosure, trustee's sale or otherwise.

IN WITNESS, the undersigned has caused its name to be hereunto affixed by its agents thereunto duly authorized this 30<sup>th</sup> day of October, 1968.

PACIFIC CASCADE LAND COMPANY, INC.

By \_\_\_\_\_  
John Sparrowk, Vice President

ATTEST:

\_\_\_\_\_  
Charles W. Mertel, Assistant Secretary

(Corporation)

STATE OF CALIFORNIA        )  
  ) SS.  
COUNTY OF KERN            )

WITNESS my hand and official seal:

Signature. Helen L. Hunter  
My commission expires April 8, 1971

On Dec 3, 1968 before me the undersigned, a Notary Public in and for said County and State, personally appeared John Sparrowk known to me to be the Vice President, and Charles W. Mertel known to me to be the Assistant Secretary of the corporation that executed the within Instrument known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

RECORDED IN OFFICIAL RECORDS  
OF KERN COUNTY CALIF. FOR  
TITLE INSURANCE & TRUST COMPANY

DECEMBER 6, 1968  
8:00 A.M.

RAY A. VERCAMMEN, County Recorder