

RECORDING REQUESTED BY
TITLE INSURANCE AND TRUST CO.

WHEN RECORDED MAIL TO:

GOLDEN OAKS, LTD.
10889 WILSHIRE BLVD.
LOS ANGELES, CALIFORNIA 90024
ATTN: GEORGE PONTY

DECLARATION OF PROTECTIVE
RESTRICTIONS

TRACT 2762
KERN COUNTY, CALIFORNIA

THIS DECLARATION, made this 12th day of May, 1966 by GOLDEN OAKS, LTD., a limited partnership, having its principal place of business in the City of Los Angeles, County of Los Angeles, State of California, hereinafter referred to as the Declarant.

WHEREAS, the Declarant is the owner of Lots 1 through 24 and lots 60 through 96, both inclusive of Tract 2762, Kern County, California, as per plat thereof recorded in Book 14, Pages 41 to 43 inclusive, records of said County, and

WHEREAS, the Declarant is about to sell, dispose of or convey said lots in said Tract 2762, 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 the lots in said Tract and Declarant has fixed and does hereby fix the protective conditions upon and subject to which all 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 Tract and each and every parcel of land therein, 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. That said lots within this Subdivision shall be designated as single family residence lots.

A "single family" residence is a dwelling for one family alone, having but one kitchen and within which no persons may be lodged for hire at any time, provided that reasonable quarters may be built and maintained in connection therewith for the use and occupancy of servants or guests of said family and that such quarters may be built and maintained as a part of the accessory building or buildings on the same lot, provided said accessory buildings be not at any time rented or let to persons outside the said family and that they may be occupied and used only by persons who are employed by members of, or are guest of said family. The use or uses of said lots in said tract shall further conform to the requirements (as the same may be amended from time to time) of Part 7, Division 1, Chapter 1, Article 4 of Kern County Ordinance Code, and in particular the uses, height, set-back and area requirements for properties zoned "R-1" under said Ordinance.

2. That no professional or business office, hospital, sanitarium, or trade of any kind shall be conducted in any building or any portion of any lot or building within this subdivision, except that for a period not to exceed two years from the date hereof Declarant or its agent may conduct a real estate business from a permanent or temporary structure on any one of said lots.

3. TEMPORARY DWELLINGS. No structure, tent, trailer or other living quarters, permanent or temporary shall be placed upon any such lot and used for residence purposes prior to erection and completion of the main residence thereon, except with the written consent of the Architectural Committee.

4. 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.

5. 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.

6. BUILDING DESIGN AND SIZE.

a) Lots No. 1 through 24 are restricted to one-story dwellings. Lots 60 through 77 inclusive may be one story or split level provided that that portion of the structure facing the dedicated street shall be one-story and the split level portion shall be below the level of the structure facing the street; Lots 78 through 96 inclusive may be one-story, one and one-half story, split level or two-story buildings.

b) Each main residence placed upon 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.

7. 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 street or golf course fairway property line or within ten (10) feet from any other property boundary.

b) No wall, fence or hedge shall exceed six feet in height anywhere on any lot of this subdivision. No woven wire fencing shall be permitted. Location, height and erection of fencing is subject to approval of Architectural Committee under paragraph (five) hereof.

8. 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 set-back line of such lot as to any street; and without regard to the foregoing Declarant may erect and maintain on said property such signs and other advertising devices as they may deem necessary or proper in connection with the conduct of their 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.

9. 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.

10. LIVESTOCK AND PETS. Keeping livestock or poultry upon the property is prohibited. Household pets may be kept under following conditions: No pen or enclosure in which pets are kept or 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 or 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.

11. DESIGN RESTRICTIONS.

a) All building structures shall be made of new materials except for natural stone masonry, 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.

12. 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.

13. 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 GEORGE PONTY, MAXWELL J. FENMORE and ROLAND W. TREDE, 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, GOLDEN OAKS, LTD. has caused its name to be hereunto affixed by its agents thereunto duly authorized this 12th day of May, 1966.

GOLDEN OAKS, LTD.,
A LIMITED PARTNERSHIP

By _____
George Ponty, Agent

By _____
Maxwell J. Fenmore, Agent

Agent of Partnership

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On May 12, 1966 before me the undersigned, a Notary Public in and for said County and State, personally appeared Maxwell J. Fenmore known to me to be the agent of the partnership that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said partnership and that said partnership executed the same.

WITNESS my hand and official seal:

Signature. Dorothy K. Metzler
My commission expires Sept. 10, 1969

Agent of Partnership

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On May 12, 1966 before me the undersigned, a Notary Public in and for said County and State, personally appeared George Ponty known to me to be the agent of the partnership that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said partnership and that said partnership executed the same.

WITNESS my hand and official seal:

Signature. Dorothy K. Metzler
My commission expires Sept. 10, 1969

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

MAY 23, 1966
8:01 A.M.

RAY A. VERCAMMEN, County Recorder