

DECLARATION OF PROTECTIVE RESTRICTIONS  
KERN COUNTY, CALIFORNIA  
TRACT 3365

This DECLARATION, made this 7<sup>th</sup> day of May, 1971 by BOISE CASCADE RECREATION COMMUNITIES CORPORATION OF DELAWARE, a Delaware corporation, (hereinafter referred to as the "DECLARANT").

WITNESSETH:

WHEREAS, DECLARANT is the owner of record of that certain real property in the County of Kern, State of California, hereinafter described and

WHEREAS, DECLARANT desires to establish a general plan (hereinafter called "said general plan") for the improvement and development of said property (hereinafter referred to as "said Tract"), which is hereinafter more particularly described, and

WHEREAS, in accordance with said general plan, DECLARANT, desires and intends that said tract be held, conveyed, encumbered, used and improved as a real estate development project encompassing non-dedicated, and dedicated, but not accepted streets, non-dedicated and dedicated, but not accepted, vehicular access and frontage roads, drainage easements, Public Utility easements, pedestrian easements, equestrian easements, and waterline easements subject to the following covenants, conditions, restrictions and reservations (hereinafter referred to as "conditions"), upon and subject to which all or any portion of said tract shall be held, improved and conveyed.

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 in accordance with said general plan said tract is and shall be held and conveyed upon and subject to the conditions hereinafter set forth, each and all of which are for the benefit of the owner of each part or portion of the aid tract and each and all of which (a) shall apply to and bind not only the DECLARANT while the owner of any part or portion of said tract, but also shall inure to the benefit of not only the DECLARANT but also to the portion or portions of the said tract and to the benefit BOISE CASCADE RECREATION COMMUNITIES CORPORATION OF DELAWARE, a corporation; (c) shall run with and be binding upon said tract; and (d) may be enforced not only by the DECLARANT, its successors and assigns, but also by each and every and any future owner of any portion of the said tract.

Said general plan and said conditions now made applicable to said Tract are as follows:

I

The real property subject to this DECLARATION is situated in the County of Kern, State of California, and is more particularly described as follows:

Lots 1 through 106 both inclusive, of Tract 3365, Kern County, California as per Plat thereof recorded in Book 21 Pages 111 to 125 inclusive, Maps of said County.

II

A. All those non-dedicated streets, vehicular access and frontage roads, Public Utility easements, pedestrian easements, drainage easements, equestrian easements, and waterline easements more particularly described on the map of said tract recorded in Book 21, Pages 111 thru 125, of Kern County, have been, on said map, dedicated to the Golden Hills Community Services District, State of California, and at a meeting of the Directors of said District, held on

February 4, 1971, approved and accepted on behalf of said District the non-dedicated streets, drainage and equestrian easements, Public Utility easements, pedestrian easements and waterline easements, offered for dedication to said District for the uses set forth on said maps, in conformity with the terms of dedication.

**B. DECLARANT'S GUARANTEE.** The DECLARANT guarantees as follows:

(1) Should any lot owner be in default in the payment of any assessment or tax determined by said Golden Hills Community Services District, prior to the sale of the majority of the lots within the subdivision, then, in such event, the DECLARANT shall pay to said District any such delinquencies.

(2) In addition thereto, the DECLARANT shall pay all such assessments or taxes which might be levied on the lots remaining unsold until sold.

**III**

Wherever used in this DECLARATION, the following terms all have the following meaning:

A. "Said Tract" means the property described in Article I hereof.

B. "Building", "structure", and "outbuilding" shall include both the main portion of said structures and all projections therefrom.

C. "Lot" means one of the numbered parcels on the map of said Tract recorded in the office of the County Recorder of Kern County, California.

D. "Street" means any street, highway or other thoroughfare shown on the map of said tract.

E. "Said general plan" means the general plan herein provided for.

**IV**

A. No building, garage, patio, outbuilding, fence or other structure shall be constructed, erected, altered, remodeled, placed, maintained, or be permitted to remain on said tract or any portion thereof, unless and until three complete sets of plans and specifications therefor, including finished grading plans, plot plan showing location of such structure on the building site, floor and roof plan, exterior elevations, sections and salient exterior details and color scheme, including the type and location of hedges, walls and fences, shall have been submitted to and approved in writing by any two (2) members of the "Architectural Committee," which shall be composed of not more than three (3) members, selected as hereinafter set forth.

B. The members of the Architectural Committee shall be initially selected and appointed by DECLARANT to serve with compensation. Any member of the Architectural Committee may be removed at any time, with or without cause, and his successor appointed by DECLARANT or the record owners of a majority of the lots in said tract by a duly recorded instrument changing said committee. The Architectural Committee shall be initially composed of the following three members:

- EUGENE MOORE
- JACK OSBORN
- WILLIAM A. MOORE

In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

C. Said plans and specifications shall be delivered to the office of DECLARANT at Golden Hills, or at such other place as shall be designated by DECLARANT.

D. Said Architectural Committee shall have the power and authority to approve and disapprove the plans and specifications, and approval of said plans, specifications, and plot plan may be withheld not only because of noncompliance with any of the specific covenants, conditions and restrictions contained in this DECLARATION, but also by reason of the reasonable dissatisfaction of the Committee with the grading plan, location of the structure on the lot or building site, the finished ground elevation, the color scheme, finish, design, proportions, architecture, shape, height and style of the proposed structure or altered structures, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, the location of air conditioning, evaporative coolers, other mechanical equipment or devices, roof jacks, vent caps and other roof outlets, all of which shall be designated on the plans and specifications, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee, will render the proposed structure inharmonious or out of keeping with the general plan of improvement of said Tract or with the structures erected on other building sites in the said Tract. Said Architectural Committee may, if it so desires, adopt rules governing its procedure.

E. The approval of the Committee of any plans or specifications submitted for approval as herein specified for use on any building site shall not be deemed a waiver by the Committee, of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other building sites.

F. The approval, disapproval or conditional approval of such plans, specifications and plot plans shall be in writing and delivered to the applicant with one set of the submitted documents, provided, if the Committee fails to approve or disapprove such plans and specifications and plot plan within thirty (30) days after said plans, specifications and plot plan have been submitted to it, it shall be presumed that the committee has approved said plans, specifications and plot plan as submitted. If, after such plans and specifications and plot plan have been approved, the building, fence, wall or other structure shall be altered, erected or maintained upon the lot or building site otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken with the approval of the Committee having been obtained as required by this DECLARATION.

G. Any applicant, if dissatisfied with the decision of the Architectural Committee, may appeal to the DECLARANT whose decision on the subject shall be final. 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 for such appeal or grant a hearing thereon after the expiration of said time in its discretion.

H. At any time, the record owners of a majority of the lots in said tract, through a duly recorded instrument, may withdraw from the Committee or restore to it any of its powers and duties.

I. The powers and duties of the Architectural Committee shall cease after June 30, 1985, unless prior to said date and effective thereon a written instrument shall be executed by the record owners of a majority of the lots in said Tract and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers and authorities previously exercised by the Architectural Committee, and providing the procedure for appointing his or their successors.

V

A. No building, structure, improvement, or use, shall be constructed, erected, altered, placed, permitted to remain, or made, on Lots 1 to 106, inclusive, other than as provided by the Rules, Regulations, and Restrictions of E5-RS Zoning contained in the Official Land Use Zoning Ordinance for the County of Kern as the same may be amended from time to time.

B. There shall not be erected, or maintained on Lots 1 to 106, inclusive, any residence which shall have a living area of less than 1,000 square feet exclusive of carports, garages, covered porches, basements, terraces, patios or balconies.

C. Each lot described in subdivision "A" of this Paragraph V shall be subject to the following setback provisions:

(1) No building, or any part thereof, shall be placed, erected or maintained on any of said lots within twenty-five (25) feet of the front property line, except Lots, 3, 4, 7, 11, 30, 34, 35, 36, 37, 38, 39, 40, 52, 53, 54, 55, 56, 57, 58, 59, 60, 64 and 101, and which shall have a setback of 15 feet from the front property line.

(2) A side yard shall be maintained on each of said lots of at least ten (10) feet in depth from all side property lines to the building line of any structure.

(3) A rear yard shall be maintained on each of said lots of at least twenty (20) feet from the property line to the nearest structure projection.

VI

A. Outbuildings or garages erected and maintained upon any lot or building site shall conform generally in architectural design and exterior material to the dwelling houses to which they are appurtenant, and may be, but need not be, attached to said dwelling. No carport, patio or other sheltered space shall be erected except with a roof that forms an integral part of the main dwelling roof and is covered with the same roofing material.

B. No fence, wall, or hedge shall exceed six feet in height, provided, that no fence, wall or hedge located in the front yard of any lot shall exceed a height of four (4) feet and that no fence, wall or hedge located within 25 feet of the rear line of a reversed corner lot between the street and the established setback line of the key lot, to the rear, shall exceed a height of four (4) feet. No woven wire fence shall be permitted. The Architectural Committee shall have the power and authority to modify the conditions and restrictions contained in this subdivision "B" of Paragraph V. as to any lot in said tract, if said Architectural Committee, in its absolute discretion, deems it necessary or advisable to do so.

C. No shed, tent, garage, trailer or other outbuilding shall at any time be used as a residence temporarily or permanently, upon any part of said property, provided that a temporary dwelling structure, upon approval of the Architectural Committee, may be placed upon the lot for a period of time not to exceed 60 days in any one year period during construction of the main residence building thereon.

D. No person, except DECLARANT or its duly authorized agent, or its successors in interest, shall erect or maintain upon any part of said Tract or any lot or building site, any sign, advertisement, billboard, or other advertising structure of any kind; provided, however that the owner of any lot in said Tract shall have the right to place on display on his one "for sale" or "for lease" sign, not exceeding two (2) square feet in surface area, on the lot advertising for sale or lease, provided, such sign is maintained no closer than ten (10) feet to any property line of such lot.

E. No poultry, pigs or goats shall be kept, raised or permitted on said Tract or any part thereof. Other animals may be kept and maintained upon lots in said tract in accordance with and as may be permitted by the Official Land Use Zoning Ordinance of the County of Kern regulating the same as long as the same are not raised, bred, grazed, maintained or kept for sale, commercial purposes, or in unreasonable quantities. Domestic cats, dogs and birds may be kept as household pets upon said tract, provided, that they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities. No pen or enclosure in which household pets are housed may be erected or maintained within twenty-five (25) feet of the rear property line or fifteen (15) feet from another property boundary.

F. The owner of each lot abutting an equestrian easement shall, at or prior to commencement of construction of any structure on such lot, 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 with or adjacent to said easement.

G. 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 a building. Any lavatory, toilet or water closet that shall be erected, maintained or used on the lot 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.

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

I. 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.

J. Upon completion of permanent dwellings, all unpaved areas shall be 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 lot.

VII

DECLARANT hereby reserves and further declares that upon the conveyance of any lot in said Tract, there is reserved a non-exclusive easement for the benefit of all lot owners for a right of way for equestrian purposes across those portions of the lots shown on the Certificate of Dedication on the recorded map of said Tract.

VIII

The owner of each lot of said Tract shall keep such lot free and clear of all weeds and rubbish and do all other things necessary or desirable to keep the premises neat and in good order and it is hereby agreed that in the event of the default in the performance of this covenant, the DECLARANT, its successors or assigns, hereby reserve the right to enter upon the property of such owner and remove all weeds and rubbish and do all other things necessary to place said property in a neat and orderly condition in accordance with this covenant, and the expense thereof shall become due and payable from such owner to the DECLARANT, its successors or assigns, within five (5) days after written demand thereof. All areas for clotheslines, wood piles, services or unsightly storing shall be properly screened by means of permanent fencing.

IX

Said Tract shall not, nor shall any part thereof, nor any lot or building site therein, be used for the purposes of mining, quarrying, drilling, exploring for, taking or producing therefrom, water, oil, gas or other hydrocarbon substances, minerals or ores of any kind.

X

No noxious or offensive activity shall be carried on upon said Tract or any part thereof, or shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood.

XI

A. The covenants, conditions and restrictions herein contained shall run with said land and shall be binding and in force and effect until June 30, 1985, for the mutual benefit of all the lots and building sites in said Tract, after which time said conditions and covenants shall be automatically extended for successive periods of ten years each, unless the owners of a majority of the lots in said Tract, by executing and acknowledging an instrument in writing, terminate or change said conditions and covenants which shall be duly recorded with the Kern County Recorder at any time prior to the expiration of these restrictions, or any renewal period hereof.

B. The easements and reservations herein contained shall be perpetual unless released by the DECLARANT grantor and/or those persons or corporations to whom such rights have been assigned and conveyed as herein provided.

XII

A. Any and all of the rights, powers and reservations of DECLARANT and/or the Architectural Committee herein contained, may be assigned to any other corporation or association which will assume the duties of DECLARANT and/or

the Architectural Committee pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its consent in writing to accept such assignment and assume such duties. It shall, to the extent of such assignment, have the same rights and power and be subjected to the same obligations and duties as are given to and assumed by DECLARANT and/or the Architectural Committee herein.

B. Invalidation of any of these conditions by judgment or court order shall in no wise affect any other condition, which shall remain in full force and effect.

XIII

The violation or breach of any of the covenants, conditions, restrictions or reservations herein contained shall give the DECLARANT and/or the Architectural Committee and/or any owner or owners of lots or building sites in said tract the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the covenants, conditions, restrictions and reservations, to prevent or enjoin them from so doing, to cause said violation to be remedied, or to recover damages for said violation.

XIV

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, conditions, 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 this DECLARATION to be executed this 7<sup>th</sup> day of May, 1971.

BOISE CASCADE RECREATION  
COMMUNITIES OF DELAWARE,  
a Delaware corporation

By \_\_\_\_\_  
William A. Moore, Agent

STATE OF CALIFORNIA     )  
  ) SS.  
COUNTY OF KERN         )

WITNESS my hand and official seal:  
Signature. Wanda K. Carl  
My commission expires October 29, 1974

On May 7, 1971 before me the undersigned, a Notary Public in and for said County and State, personally appeared William A. Moore known to me to be the Agent of the corporation that executed the within Instrument known to me to be the person who executed the within Instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its By-Laws or a Resolution of its Board of Directors.

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

MAY 14, 1971  
8:00 A.M.

RAY A. VERCAMMEN, County Recorder