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DISTRICT

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**WHEN RECORDED RETURN TO:**

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Stat. Types: !

**AMENDED AND RESTATED DECLARATION**  
**OF ESTABLISHMENT OF RESTRICTIONS,**  
**EASEMENTS, CONDITIONS, COVENANTS AND**  
**RESERVATIONS FOR TRACT 3445**

## PREAMBLE

Restrictions, Easements, Conditions, Covenants and Reservations ("CC&R's") are necessary to preserve and to enhance property values throughout our community and to protect and to maintain the rural residential character of the area. These CC&R's are intended to provide standards that are reasonable, fair, and equitable for all property owners in the community of Stallion Springs, with provisions for Variances, Appeals, and Enforcement. To be effective, compliance with these CC&R's must be an effort of cooperation among all property owners, the DRA, Stallion Springs Community Services District, the Stallion Springs Property Owners Association, and the Board of Directors from all of the Condominium Associations within our community!

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**AMENDED AND RESTATED DECLARATION OF ESTABLISHMENT  
OF RESTRICTIONS, EASEMENTS, CONDITIONS, COVENANTS AND  
RESERVATIONS FOR TRACT 3445**

**RECITALS**

These Amended and Restated Restrictions, Easements, Conditions, Covenants, and Reservations ("CC&R's") are adopted based upon the following facts:

1. On March 19, 1971, CC&R's were adopted for Tract 3445, recorded at Book 20, Pages 166-200 of the Official Records of Kern County, and subsequently amended July 20, 1971, recorded at Book 4551, Pages 595-597 of the Official Records of Kern County, and January 17, 1974 recorded at Book 4836, Pages 1756-1759 of the Official Records of Kern County.

2. Government Code Section 61601.1 provides that the Board of Directors of certain community services districts, including Stallion Springs Community Services District, may enforce Covenants, Conditions and Restrictions adopted for a tract within its district boundaries, if a majority of the voters voting on a proposition vote in favor of such action. To that end, on November 5, 1997, a majority of the registered voters, within Stallion Springs Community Services District voting on such a matter, voted in favor of the District enforcing said CC&R's and exercising the powers of the Architectural Committee established under the above-referenced CC&R's.

3. By order of the Superior Court in and for the County of Kern, on January 8, 1999, in response to a petition submitted by Stallion Springs Community Services District pursuant to Civil Code Section 1356 (Case No. 237365), the Court ordered Subsection IX. D. of the above-referenced CC&R's for Tract 3445 be amended to provide that same may be amended upon a sixty-six (66%) percent vote of the record owners of improved property that vote within each said tract, with one vote for each lot or parcel of property. Said amendment was recorded February 5, 1999 as Document No. 0199016362 of the Official Records of Kern County.

4. In order to update the CC&R's and make them more responsive to the present needs of the Stallion Springs Community Services District community, the CC&R's for Tract 3445 are herein amended and restated and shall, henceforth until further amended, be applicable for all properties within said Tract 3445 .

**ARTICLE I.            DEFINITIONS**

A.     **In General:**     Unless otherwise provided herein, the definitions set forth in the Kern County Zoning Ordinance apply, and are incorporated herein by reference.

B.     **CC&R, or Covenants, Conditions and Restrictions:**     This “Amended and Restated Declaration of Establishment of Restrictions, Easements, Conditions, Covenants, and Reservations”, as it may be amended from time to time.

C.     **Board:**     Those individuals serving on the Stallion Springs Community Services District, (“SSCSD”) Board of Directors.

D.     **Design Review Agency:**     (“DRA”) A person or persons appointed by the SSCSD Board of Directors to review plans and specifications of all property improvements and other matters as set forth in Article VIII.

E.     **Equestrian Easements:**     The trails intended for equestrian and pedestrian use shown on the final subdivision maps recorded with the County of Kern, California.

F.     **Improvements:**     All streets, curbs, gutters, utility facilities, as well as all buildings, parking areas, loading areas, fences, walls, landscaping, hedges, mass plantings, poles, signs and any structures of any type.

G.     **Lot:**     A parcel of real property with a separate and distinct number as shown on the recorded subdivision map of any Tract within the boundaries of the Stallion Springs Community Services District.

H.     **Major Roads:**     The two major roads are Stallion Springs Drive and Comanche Point Road.

I.     **Minor Roads:**     All other roads not designated as major roads.

J.     **Non-conforming Building:**     A building or structure or portion thereof existing in conflict with the provisions of this Declaration or the Kern County Zoning Ordinance.

K.     **Non-conforming Use:**     The use of a structure or premises for a purpose which is in conflict with the provisions of this Declaration or the Kern County Zoning Ordinance.

L.     **Owner:**     The person or other legal entity owning a parcel. Owner or record owner shall include the person or other legal entity owning title in fee to one or more parcels or buying one or more parcels by means of a real property installment contract.

M.     **Street:**     A public or semi-public thoroughfare which affords the principle means of access to abutting property.

N.     **SSCSD:**     Stallion Springs Community Services District, a California community services district, organized under Division 3, Title 6 of the California Government Code.

*E: stallion springs' stallion springs cc&rs  
March 1, 2000*

O. The Property: All that certain real property included within Tract 3445 and any additional property annexed thereto.

P. Interpretation: When not inconsistent with the context, words used in the present tense include the future, words in the singular number include the plural number and words in the plural number include the singular number and the masculine includes the feminine. The word "shall" is always mandatory and not merely directory.

## ARTICLE II. COVENANTS, CONDITIONS AND RESTRICTIONS.

A. General: The Kern County Zoning Ordinance shall apply in all instances, except where these CC&R's are specifically more restrictive.

B. Land use:

1. Land use is restricted to those purposes provided for in the Kern County Zoning Ordinances and as further restricted by these CC&R's.

2. No commercial vehicle(s), of more than two axles, or over a generic one ton gross payload weight, may be parked, stored or maintained on a lot or any portion thereof, except during construction of approved improvements to property. Said vehicle(s) must be removed within seven days after completion of improvement.

3. No outdoor repair of motor vehicles shall be carried on upon the property, or any portion thereof, except when done so out of public view and not for profit.

4. No vehicle which is not in operating condition shall be parked or left on any street or on any lot or parcel, other than in a garage, for more than seven (7) days in any 30-day period.

5. Except for lots or parcels zoned as retail or commercial, no commercial activity of any nature, including the business of a guest-house or apartment hotel proprietor, boarding-house keeper, or hotel or motel operator, other than rental of residential dwelling units, shall be conducted, maintained or permitted on any lot or parcel, or any portion of any lot or parcel, except as permitted by Kern County Zoning Ordinance or Kern County Approved Home Occupation list.

C. Buildings

1. An accessory building erected and maintained upon any lot or parcel or portion thereof shall conform generally in appearance and color to the primary building on said lot with the structure, foundation, and appearance approved in writing by the DRA.

2. No shed, tent or temporary building shall be erected, maintained or used on any lot or parcel or portion thereof; provided, however, that said temporary building, for use incidental to the initial construction of improvements may be constructed and maintained. Said temporary building shall be promptly removed upon the completion of such construction work.

3. No outside toilet or privy shall be erected, maintained or used upon any lot or parcel or portion thereof, but outside toilets or privies are permitted during the course of the initial construction of improvements on any lot or parcel, or temporary activity of less than one (1) week, provided that any such temporary outside toilets shall be promptly removed. Winter use of outside toilets on the golf course is authorized.

4. No derrick or other structure designed for use in boring, mining, or quarrying, for water, oil or natural gas or precious minerals shall be erected, maintained or permitted upon any lot or parcel or portion thereof, except SSCSD may drill and maintain community water wells.

5. A trailer, camper or other temporary living quarters may be used or occupied as a temporary dwelling during the construction of improvements for a period not to exceed 180 days, unless such time is extended by the DRA.

**D. Maintenance**

1. All improvements upon the property shall at all times, be maintained in good condition and repair.

2. No animals shall be kept on a lot or parcel, except that (a) horses may be kept if in compliance with Article III.D.3, and (b) house pets shall be permitted in reasonable numbers, per Kern County Zoning Ordinance. Additionally, limited time animal educational projects (i.e., FFA, 4-H) may temporarily be permitted by the DRA in writing, if the lot size conforms to Article III.D.3 and all provisions of the Kern County Zoning Ordinance.

3. No weeds, rubbish, debris, objects or materials of any kind, plants, tree(s), seeds infected with noxious insects, diseases or infestations, shall be placed, grown or permitted to accumulate upon any portion of lot so as to render or thereafter to render such portion of the lot unsanitary, unsightly, offensive, a fire hazard, or detrimental to any lot or parcel in the vicinity thereof or to the occupants of any such lot or parcel. In the event of any default in the performance of this provision, the SSCSD hereby reserves unto itself and any of its agents the right to enter upon that portion of the property and do all things necessary to place the site in a safe, sanitary and orderly condition and any expenses therefor shall result in a lien against the property unless paid by the owner of said property within forty-five (45) days after written demand therefor.

4. No lot or parcel shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No trash or garbage container, or other storage facility of any kind (except temporary trash bins for construction purposes) shall be permitted or maintained on any lot or parcel unless and until such container or other storage facility is screened from public view. Equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

5. No individual water supply system shall be permitted on any lot or parcel unless such system is designed, located, constructed, equipped and maintained in accordance with the requirements, standards and recommendations of the appropriate Water District, the Kern County Health Department, or other applicable governmental authorities.

6. No tree with a trunk over four (4") inches in diameter, measured one (1') foot above ground level or rock outcroppings shall be removed from any lot or parcel without prior inspection and written approval from the DRA.

**E. Fences.** No new fences or walls shall be constructed upon any lot or parcel without the prior written approval of the DRA. No existing fences or walls shall be removed, painted, increased or decreased in height, or altered in any way unless authorized by the DRA in writing. No fence or walls shall be constructed on rights of way or any easements.

**F. Signs.** No advertising sign(s) shall be erected or maintained upon any street, right of way, easement, lot or parcel. Standard real estate signs not to exceed four (4) square feet in area may be placed on listed property. Temporary, personal event signs shall be allowed providing the sign is removed within 72 hours of its placement. Unauthorized signs may be removed by the SSCSD at its discretion. Commercial signage is permitted per Kern County Zoning Ordinance.

**G. Exterior Lighting.** Continuous night exterior lighting of property or improvements shall be shielded, screened, or diffused if in excess of 60 watts incandescent power, in order to eliminate objectionable and continuous impact on neighboring property. Lighting above this level shall be limited to a reasonable period while light is needed for activities or in response to detectors and shall not be on continuously throughout the night.

### **ARTICLE III. R-1 LOW-DENSITY RESIDENTIAL**

**A. General:** In addition to Article II, Items A through G, the following additional covenants, conditions and restrictions shall be applicable to lots or parcels zoned R-1, Low-Density Residential.

**B. Building Types.** Detached living quarters shall be allowed only on lots or parcels having an area of more than twelve thousand (12,000) square feet on which there is a dwelling containing not less than two thousand (2,000) square feet. Driveway access to a private garage shall be from a minor road (in the case of double fronted lots or parcels) and shall be no greater than thirty-five (35') feet in width, nor less than ten (10') feet in width.

**C. Building Size.** The ground floor area of the main building shall occupy a floor area of an actual and fully enclosed building of not less than one thousand (1,000) square feet; provided, however, for any main building for which a building permit was issued prior to March 1, 2000, said minimum area shall be eight hundred (800) square feet.

**D. Land Use.** Lots or parcels and improvements may be used only for the following purposes:

1. Residential purposes.
2. Maintaining mail address for commercial and business license purposes only if on the Kern County Approved Home Occupation list. No stock in trade, supplies, professional equipment, apparatus, or business equipment may be kept on the premises, no employee or assistants may be engaged for said services on the premises, and no business related signs may be displayed.

3. Keeping of horses in accordance with the following limitations only:

a. No horse or horses may be stabled or pastured on any lot or parcel within the following blocks of Tract 3445: Blocks N, O, P, U, V, W & Tract 4286.

b. Except as provided in the preceding subparagraph, horses may be kept on lots or parcels in accordance with the following schedule:

<u>SIZE OF LOT</u>	<u>NO. OF HORSES</u>
Lots under .75 acre	No horses
.76 acre to 1.99 acres	2 horses
2.0 acres to 2.99 acres	3 horses
3.0 acres to 4.99 acres	4 horses
5.0 acres to 9.99 acres	6 horses
10.0 acres to 12.99 acres	8 horses
Lots 13.0 acres and above	10 horses

c. In addition, no horses shall be permitted to be stabled, pastured or allowed to roam within 100 feet of any commercial building or residential home located on adjacent lots.

d. The restrictions in this subparagraph 3 will NOT be applicable to lots on which horses have been stabled or pastured prior to the effective date of these CC&Rs, in which case, the restrictions set forth in the CC&R's as amended January 17, 1974 shall apply.

4. Orchards and gardens are permitted.

#### ARTICLE IV. R-3 HIGH-DENSITY RESIDENTIAL

A. General: In addition to ARTICLE II, Items A through G hereof, the following additional covenants, conditions and restrictions shall apply to lots or parcels zoned R-3, High-Density. Lots or parcels may be used only for the following purposes:

1. Residential purposes.

2. Maintaining mail address for commercial and business license purpose only if on the Kern County Approved Home Occupation list. No stock in trade, supplies, professional equipment, apparatus, or business equipment may be kept on the premises, no employee or assistants may be engaged for said services on the premises, and no business related signs may be displayed.

3. Resort Residential Time-Share uses shall be considered "residential purposes" and shall be permitted in the R-3, High-Density zone.

**ARTICLE V.**

**LOTS OR PARCELS DESIGNATED  
FOR COMMERCIAL USE**

**A. General:** In addition to ARTICLE II, Items A through G hereof, the following covenants, conditions and restrictions shall be applicable to lots or parcels designated zoned for commercial use. Building location, parking, land use and signage shall conform to the Kern County Zoning Ordinance.

**B. Building Types.**

**1.** No building shall be erected, altered, placed or permitted to remain on any lot or parcel other than the following:

**a.** Professional, executive and administrative offices;

**b.** Retail or wholesale stores or businesses not involving any kind of manufacture, processing or treatment of products other than that which is clearly incidental to the retail business conducted on the premises and provided that no more than five (5) persons are employed in such processing plant, and not more than fifty (50) percent of the floor area of the building is used in the manufacture, processing or treatment of products, and that such operations or products are not objectionable due to noise, odor, dust, smoke, vibration, or other similar causes.

**2.** Parcels presently developed and used for hotel, restaurant, golf course, theater, bowling or other commercial uses may continue to be used, developed, redeveloped or maintained for such uses, and such uses shall not be considered non-conforming uses for purposes of this Declaration.

**ARTICLE VI.**

**SLOPE AND DRAINAGE EASEMENT FOR  
DRAINAGE PROTECTION.**

**A. Covenant.** Each grantee of a lot or parcel agrees for himself, assigns or successors in interest that he will permit free access by the SSCSD and owners of adjacent or adjoining lots to slopes or drainage ways located on his lot or parcel which affect said adjacent or adjoining lots or parcels, when such access is essential for the maintenance or permanent stabilization of said slopes, or maintenance of the drainage facilities for the protection and use of property. Each grantee of a lot agrees for himself and his assigns that he will not in any way interfere with the established drainage pattern over his lot or parcel from adjoining or other lots or parcels. He further agrees that he will make adequate provision for proper drainage in the event it is necessary to change the established drainage over his lot or parcel. In addition, the owner of each lot or parcel shall construct and maintain driveways in such a fashion so as to not allow erosion of the driveway or adjacent area, so as to prevent soil or other materials from flowing onto streets or roads.

B. Easement. Easements for Equestrian trails and for the installation and maintenance of draining facilities are hereby reserved to the Stallion Springs Community Services District as shown on the subdivision map of the property recorded in the office of the County Recorder of Kern County, California. Within these easements, no improvements, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of drainage facilities, or which may change the direction of flow of water or which may obstruct or retard the flow of water through drainage facilities or drainage channels. The drainage easement area of each lot or parcel and all improvements on it shall be maintained continuously by the owner of the lot or parcel, except for those improvements for which a public authority or utility company is responsible. Notwithstanding the responsibility of the owner of the lot or parcel to maintain said easement areas, there is reserved to the Stallion Springs Community Services District, its agents and employees, an easement in gross of which all of the lots or parcels shall be jointly the servient tenement, an easement of entry and of access for the installation or maintenance of Equestrian trails, drainage channels and drainage facilities.

## ARTICLE VII. EQUESTRIAN EASEMENTS.

A. Easement. There is hereby reserved to the Stallion Springs Community Services District a non-exclusive Equestrian trail easement for horseback riding and pedestrian purposes, including the right of ingress, egress and passage on horseback or on foot over the property which shall be deemed to be the servient tenement in its entirety as shown on the subdivision map of the property recorded in the office of the County Recorder of Kern County, California.

B. Limitations. The SSCSD reserves the right to adopt reasonable rules and regulations respecting the use of such Equestrian easements. Such Equestrian easement shall be limited to horseback riding and pedestrian traffic only, and passage thereon of motorcycles, motor cars, golf carts, bicycles, snowmobiles or other vehicles shall be forbidden, except for maintenance purposes. By the acceptance of a Deed, each lot or parcel owner agrees to abide by such reasonable rules and regulations to be adopted by said District. Each lot or parcel owner further agrees to assume all risk of damage or injury to himself, his invitees, his guests, members of his family, their property and their animals while utilizing such easement, and further agrees that the SSCSD shall have no liability for and condition existing on said real property or for any injury or damage to any such person or property. Each such lot or parcel owner further agrees that he shall indemnify the SSCSD, and their agents, and to hold them, and each of them, free and harmless from any cost, damage, liability or expense of any nature arising out of the use by such lot or parcel owners, invitees, guests or members of the family, of such horseback riding and pedestrian easement.

**ARTICLE VIII.      ARCHITECTURAL CONTROL.**

**A. Design Review Agency.**

1. Property improvement or modification is subject to review and approval for compliance with the CC&R's by a person or persons appointed by the SSCSD Board of Directors to serve as the DRA. No person shall serve in this capacity and on the SSCSD Board of Directors simultaneously. No additional compensation shall be received for this service. Expenditures for costs incurred while carrying out the normal duties of the DRA shall be reimbursed with receipt of expenditure. Reasonable fees, established by the SSCSD Board of Directors for the review of drawings and specifications for improvements or modifications, may be collected.

**B. Approval of Plans**

1. Notwithstanding the provisions of Articles II, III, IV and V, regarding permitted buildings and uses, no improvements shall be constructed, erected, altered, remodeled, placed, maintained or be permitted to remain on any lot or parcel or any portion thereof, unless and until a complete set of plans and specifications thereof, including finished grading plans, plot plan (showing the location of such improvements on the building site), floor and roof plan exterior details, color scheme, signs and advertising devices, natural features such as rock outcroppings, landscaping, trees and planting, shall have been submitted to and approved in writing, even as to aesthetic design, by the Design Review Agency (DRA).

2. The decision of the DRA after aesthetic review and review of plans and specifications for compliance is deemed final except for the appeals process. Denial of approval shall be supported by a written statement explaining the detrimental aspects to the community for withholding approval. Failure to render a decision on proposed improvements or modifications within thirty (30) days after submission shall be conclusively presumed approved. Any party dissatisfied with a decision of the DRA may appeal such decision in the same manner as provided at Article IX.B.3 within thirty (30) days of the DRA's decision, which shall constitute the exclusive means to appeal a decision of the DRA. In such case, the Board shall consider whether the evidence presented to the DRA justifies reversing or modifying the DRA's decision.

3. The approval of the DRA of any plans or specifications submitted for approval as herein specified for use on any lot or parcel shall not be deemed to be a waiver by the DRA 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 lots or parcels.

4. If, after such plans and specifications have been approved, the improvement shall be altered, erected or maintained upon the lot or parcel otherwise than as approved by the DRA, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the DRA having been obtained as required by this Declaration.

5. Neither the SSCSD nor the DRA shall be liable to anyone by reason of negligence, mistake in judgment, or nonfeasance arising out of, or in connection with, the approval, disapproval, or the failure to approve or disapprove any plans or specifications submitted for approval as herein provided.

C. Inspection. The SSCSD and/or DRA may, from time to time, at any reasonable hour or hours, enter upon and inspect any lot or parcel subject to this Declaration for the purpose of ascertaining compliance. Appointments with the property owner are required in order to inspect at times other than during improvements.

## ARTICLE IX. VARIANCES, APPEALS AND ENFORCEMENT

A. Variations and Enforcements. It shall remain the prerogative and in the jurisdiction of the Board to grant approval for exceptions and variances to the declared 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.

B. Dispute Resolution. The following shall be the exclusive means for resolving disputes concerning the CC&Rs:

1. In the event:

a. A property owner has a complaint alleging a violation of CC&Rs outside the jurisdiction of the DRA; or

b. The staff of the SSCSD notices a violation of the CC&Rs which the property owner refuses to remedy,

the property owner, or staff member, as the case may be, may file with the General Manager a complaint, in a form provided by the SSCSD, describing the basis of the complaint.

2. Within ten (10) days of receipt, the General Manager will investigate and determine if there is an amicable way to resolve the dispute, and if not, will file a written report and any recommendations with the Board.

3. At the Board's next regular meeting, provided that it is at least ten (10) days after filing of such report, the Board shall sit as an appeals board for the purpose of hearing from the complainant and other interested parties to determine whether there has been a violation of the CC&Rs. Similarly, as provided at Article VIII B.2, the Board will sit as an appeals board of decisions of the DRA. The Board may ask for additional information and continue the matter from time to time. Within thirty-five (35) days of closing the hearing, the Board will provide a final and written decision on the matter, determining whether there is a violation of CC&Rs, and may order an appropriate remedy, or whether the DRA's decision should be reversed or modified, as the case may be.

4. If the appellant or complaining party, or other interested party in the proceedings, has appeared and is dissatisfied with the final decision of the Board provided under Article IX.B.3., he or she may seek appropriate relief in the Courts. Similarly, if a property owner or other party refuses to subscribe to the final decision of the Board, any property owner, or the SSCSD, may seek appropriate relief in the Courts. If and to the extent that Civil Code Section 1354 is applicable, and prior to submitting such matter to the Courts, the prospective plaintiff must first seek alternative dispute resolution as therein provided, for declaratory relief or injunctive relief or for declaratory relief or injunctive relief in connection with a claim for monetary damages not in excess of \$5,000.

C. Relief/Attorneys Fees. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof. The SSCSD, and such persons as from time to time may be the owners of the lots or parcels, contemplates the specific enforcement of these CC&Rs as part of a general plan for the improvement and use of said property, and do not contemplate recovery of damages in lieu of such enforcement for any breach or violation of any of these restrictions. In any action for breach or enforcement of this Declaration, the Court shall award the prevailing party in such suit a reasonable sum as attorney's fees.

D. Failure to Enforce. The failure of SSCSD or its successors to enforce any restriction, easement, condition, covenant or reservation shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other restriction, easement, condition, covenant or reservation.

E. Modifications. At any time, the record owners of improved property that vote, with a sixty-six (66%) percent majority, exercising one (1) vote per lot, parcel or property, may modify this Declaration and any of its restrictions, easements, conditions, covenants or reservations by an agreement placed on record in the office of the County Recorder of Kern County, California.

F. Implementation: The Board may from time to time adopt and enforce ordinances, resolutions and policies in furtherance of these CC&R's.

#### ARTICLE X. MISCELLANEOUS.

A. Assignability. The term "SSCSD", as used herein, includes all such assignees and their heirs, successors and assigns.

B. Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title, estate or interest in or to any lot or parcel or portion of the property, is and shall be, conclusively deemed to have consented and agreed to every restriction, easement, condition, covenant or reservation contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in said lot or parcel or any portion of the site.

C. Severability. Invalidation of any one of these CC&Rs by judgment of Court, or otherwise, shall in no way affect any of the other provisions, which shall remain in full force and effect.

D. Effect on Liens, Mortgages or Trust Deeds. A breach of any of the CC&Rs herein and exercise of any remedy by reason of such breach shall not defeat nor render invalid the lien or charge of any mortgage or deed of trust made in good faith and for value covering any lot or parcel or any portion thereof, but provided always that said CC&Rs shall be binding upon and effective against any owner of said lot or parcel or portion thereof whose title thereto is acquired by foreclosure, trustee sale or otherwise.

E. Effective Period. All of the restrictions, easements, conditions, covenants and reservations set forth in this Declaration shall continue and remain in full force and effect at all times in respect to the property, the lots or parcels therein and the owners thereof, until January 1, 2010 A.D., after which time said CC&Rs shall be automatically extended for successive periods of ten (10) years unless terminated or amended in whole or in part pursuant to Article IX. E. Modification.

F. Adjoining Lands. On lands adjoining Tract 3445, any owner or owners of property which adjoins the property already subject to this Declaration may apply to the SSCSD to have said adjoining land made subject hereto. With the written approval of the SSCSD to the inclusion of such adjoining land within the system of this Declaration, the owner or owners thereof may make such land subject hereto by executing an instrument in writing applying these CC&Rs to such adjoining land and by recording the same in the office of the County Recorder of Kern County, California. Upon such recordation, these CC&Rs shall run with the property already subject hereto and with such adjoining property as if said CC&Rs had always applied to all of said property from the inception of these CC&Rs, and shall inure to the benefit of and be binding upon the owner or owners of all such property, the SSCSD, and other persons having an interest therein, their respective heirs, successors, and assigns. The sworn statement of officers of the SSCSD approving the inclusion of such land within the system of this Declaration shall be sufficient evidence of compliance with the provision.

G. Covenant Running With Land. As to each lot or parcel owner in said property, the said CC&Rs set forth herein, shall be covenants running with the land, and the breach of any term thereof and the continuance of any such breach may be enjoined, abated or remedied by following the procedures specified at Article IX.B. Furthermore, every act or omission whereby any restriction, easement, condition, covenant or reservation in these CC&Rs is violated in whole or in part is declared to be and shall constitute a nuisance, and may be abated by following the procedures specified at Article IX.B.

ADOPTED by action of the Property Owners this

15th day of February, 2000.

  
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Secretary, Stallion Springs Community Services District