

RECORDING REQUESTED BY AND FOR THE BENEFIT OF THE DISTRICT:
STALLION SPRINGS COMMUNITY SERVICES DISTRICT

WHEN RECORDED RETURN TO:

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James Maples.Assessor -Recorder

Kern County Official Records Pages:

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AMENDED AND RESTATED DECLARATION
OF ESTABLISHMENT OF RESTRICTIONS,
EASEMENTS, CONDITIONS, COVENANTS AND
RESERVATIONS FOR TRACT 3445, 4286 AND ??????

THIS COVER PAGE WOULD BE THE REVISED APPROVED RECORDED CC&R.

PREAMBLE

Restrictions, Easements, Conditions, Covenants and Reservations ("CC&Rs") are necessary to preserve and to enhance property values throughout our community and to protect and maintain the rural residential character of the area. These CC&Rs 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&Rs must be an effort of cooperation among all property owners, the Design Review Agent (DRA), Stallion Springs Community Services District (SSCSD), the Stallion Springs Property Owners Association (SSPOA), and the Board of Directors from all of the Condominium Associations within our community.

It is important to remember that the Conditions, Covenants and Restrictions can be enforced by any property owner. The District limits their pursuit of violations of the CC&Rs as viewed from the streets of Stallion Springs. Should the District decide not to pursue an alleged violation, a property owner may pursue the violation. **The District limits their pursuit to violations of the CC&Rs as viewed from the streets of Stallion Springs.**

The costs that the District expends in regard to the CC&Rs and their enforcement can be significant. That is why in conjunction with this revised CC&R, a small charge will appear on each property owner's tax bill. The money will be used for administrative costs as well as legal costs.

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UPDATED AS PRESENTED

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&Rs 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 (update current #) 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.
5. **THIS WILL BE ADDED WHEN AMENDED.**

ARTICLE I. DEFINITIONS

- A. In General: Unless otherwise provided herein, the definitions set forth in County Zoning Ordinance apply, and are incorporated herein by reference.
- B. CC&R, or Covenants, Conditions and Restrictions: This "Amended and Restated Declaration 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.

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 I. Definitions

SECTION 700. General

Unless the provision or the context otherwise requires, the definitions set forth in or incorporated by reference into in these DRA Rules govern the construction of these Rules, whether or not the term defined is capitalized in the text of these Rules.

Unless the context of these DRA Rules otherwise requires, the definitions contained in Paragraph 3 of the Declaration of Covenants & Restrictions (C&Rs) are incorporated into these Rules by reference.

Unless the context of these DRA Rules otherwise requires, the definitions contained in Article I of the Association's Bylaws are incorporated into these Rules by reference.

SECTION 701. List of Definitions

- A. District, SSCSD and CSD mean and refer to the Stallion Springs Community Services District.
- B. Designated Agent means the person designated by the Owner to the SSCSD either in person or in writing by U.S. Mail, to act in behalf of the Owner.
- C. Date of Complete Submittal shall mean the date the submittal is accepted as complete by the DRA.
- D. Development shall mean
 - 1. All of the real property consisting of approximately 24,000 acres situated in the County of Kern, California, which is being developed by Declarant, and of which the parcel of property included in the Subdivision Map of said "Tract No. 3417" is a part, and
 - 2. Any property annexed to the Development pursuant to Paragraph 4 and 5 following.
- E. Board and Board of Directors mean the Board of Directors of Stallion Springs C.S.D.
- F. Common Area shall mean and include collectively all real property (with the exception of the dedicated roads) conveyed to the District by Developer, including (without limitation) any real property upon which Community Facilities are located or are intended to be located.

- G. Community Facilities shall mean facilities now or hereafter owned by the District and located within the Development.
- H. Condominium shall mean those single family residential units consisting of an interest in a condominium lot coupled with a separate exclusive interest in an apartment unit in the building situated on said condominium lot.

- I. Condominium Lot shall mean a parcel of land intended to be used for residential purposes upon which the construction of an apartment building containing condominium apartment units is allowed under the applicable laws of Kern County. When any provision of these Declaration of C&Rs is intended to apply only to a Condominium Lot, then the term "Condominium Lot" shall mean a condominium lot on which no condominium apartment has been occupied for residential purposes. The term "Improved Condominium Lot" shall mean a condominium lot upon which a condominium apartment unit has been occupied for residential purposes.
- J. Conditions, Covenants, and Restrictions, Declaration of CC&Rs and CC&Rs mean the limitations, restrictions, covenants, terms, conditions, easements, reservations and other provisions contained in that certain Declaration of CC&Rs, Tract No. ?????, Stallion Springs, recorded on ??????????????October 13, 1970 in Book 4446, Page 449, as amended and supplemented, by amendments and subsequent tract Declarations, all in the Office of the Kern County, California, Recorder.
- K. Excavation shall mean any disturbance of the surface of the land (except to the extent reasonable necessary for planting), which destroys any vegetation or results in the removal of earth, rock, sand or other substance.
- L. Fill shall mean any addition of rock or earth materials to the surface of the land, which increases the natural elevation of such surface by more than twenty-four (24) inches.
- M. Improvements shall mean buildings, outbuildings, roads, pools, courts, barns, stables, paddocks, corrals, driveways, parking areas, fences, retaining walls, stairs, decks, landscaping, poles, signs, and any structures of any type or kind.
- N. Residence shall mean the building or buildings, including any garage, carport, or similar outbuildings, used for residential purposes.
- O. Residential Lot means any lot intended to be improved with a residence to be used solely for single-family residential purposes. Residential lots are designated on subdivision maps as numbered lots. Subject to the next succeeding sentence, when any provision of these CC&R Rules is intended to apply only to a residential lot, then the term "residential lot" is used. When the application or context of these CC&R Rules so require, the Rule(s) in question applies to condominiums and condominium lots.
- P. Road and Street mean any vehicular way designated on a subdivision map as a road, court or street.
- Q. Structure shall mean anything constructed or erected, the use of which requires location on the ground.

R. Subdivision Map shall mean

1. Any final map within the meaning of the provisions of Division 4, Part 2, Chapter 2, of the Business and Professions Code of the State of California; or
2. Any final record of survey map within the meaning of the provisions of Division 3, Chapter 15, Article 5, of the Business and Professions Code of the State of California, as such provisions may from time to time be amended.

CALIFORNIA STATE LAW, KERN COUNTY LAW AND KERN COUNTY ZONING ORDINANCES SHALL APPLY IN ALL INSTANCES, EXCEPT WHERE THESE CC&R'S ARE SPECIFICALLY MORE RESTRICTIVE.

SECTION 100

A. LAND USE IS RESTRICTED TO THOSE PURPOSES PROVIDED FOR IN THE KERN COUNTY ZONING ORDINANCES AND AS FURTHER RESTRICTED BY THESE CC&R'S.

B. Improving Residential Lot.

Each residential lot must be improved with a completed primary residence prior to the construction or installation of any accessory or temporary structures or other improvements or any long-term or permanent parking or storage of vehicles, trailers, machinery or equipment on the lot (except that vehicles, trailers, machinery, equipment or temporary structures actually being used exclusively in the construction of the primary residence may be temporarily parked or used on the lot only during construction of the primary residence), unless otherwise authorized by written permit of the Design Review Agent ("DRA"). In the event the DRA issues a written permit allowing any alternative uses, such uses shall be subject to all limitations and restrictions contained in the permit.

C. (DRA) Determination.

The DRA may disapprove any proposed improvement, alteration or modification of any improvement if the DRA finds that the proposed improvement, alteration or modification does not conform with the requirements of the Declaration of C&Rs ("CC&Rs") or these DRA Rules or would be aesthetically incompatible with the physical site, the adjoining properties, or the environment of the development as a whole. In making this determination, the DRA may consider existing improvements on the Owner's property, and whether any existing violations of these DRA Rules or the CC&Rs make the proposed improvement, alteration or modification aesthetically incompatible with the physical site, the adjoining properties, or the environment of the development as a whole.

D. Land Clearing/Excavation.

No clearing of land or excavation shall take place prior to the approval of grading and house plans by the DRA.

E. EXCEPT FOR LOTS OR PARCELS ZONED AS RETAIL OR COMMERCIAL, NO COMMERCIAL ACTIVITY OF ANY NATURE, INCLUDING THE BUSINESS OF A GUESTHOUSE OR APARTMENT, HOTEL PROPRIETOR, BOARDING-HOUSE KEEPER OR HOTEL OR MOTEL OPERATOR OTHER THAN RENTAL OR RESIDENTIAL DWELLING UNITS (THIS SMALL SECTION IS IN NEED OF REWORDING PER THE COMMITTEE DUE TO HOME RENTALS) 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 AND THE KERN

COUNTY APPROVED HOME OCCUPATION LIST.

IN THE EVENT OF A COMPLAINT OF POSSIBLE BUSINESS ACTIVITY AT A RESIDENCE, THE RESIDENT SHALL SUBMIT PERMISSION FROM KERN COUNTY TO OPERATE A BUSINESS THAT FALLS WITHIN THE KERN COUNTY HOME OCCUPATION LIST AND PRESENT THE APPROVAL TO THE DISTRICT OFFICE.

SECTION 101. EXTERIOR PAINTS AND FINISHES

A. **SUBMIT COLORS TO DRA FOR APPROVAL**

SECTION 102. MAINTENANCE AND REPAIR OF LOTS AND IMPROVEMENTS

EACH LOT AND ALL IMPROVEMENTS LOCATED ON THE LOT SHALL, AT THE OWNERS SOLE EXPENSE, BE MAINTAINED IN GOOD CLEAN, ORDERLY AND SANITARY CONDITION AND REPAIR AND IN SUCH MANNER AS NOT TO CREATE ANY FIRE OR HEALTH HAZARD.

A. Complete Improvement in Six Months

Improvements which have been damaged or destroyed must be repaired, replaced or removed within a period of six (6) months after such damage or destruction has occurred, or after restraints placed by insurer or law enforcement agencies have been removed, whichever time period is longer.

B. Maintaining Exterior Surfaces

All exterior surfaces which are painted or otherwise finished shall be kept repaired, painted and finished so that bright or reflective metal (other than usual and ordinary door and window hardware), wood, primer, or undercoat is not exposed.

C. Fences

Fences shall be maintained and repaired in such a manner and condition as to remain attractive and aesthetically compatible with the environment, the lot and other improvements on the lot and in a manner and condition consistent with the purposes of the fence as originally approved, or subsequently modified with approval, by the DRA.

SECTION 103. OCCUPATION AND SPECIAL USE PERMITS. (SAVED FOR FUTURE USE)

SECTION 104. DRILLING, MINING, EXCAVATION

A. Drilling, Mining.

No oil, natural gas or mineral drilling, refining, quarrying or mining operations are permitted on any lot. No well water drilling is allowed.

B. Excavation.

No excavation, fill, improvement or other work which in any way alters any lot from its natural or improved state existing on the date the lot was first conveyed in fee to the Owner shall be made or done, except with approval of the DRA.

SECTION 105. LANDSCAPING/HARDSCAPING

"Landscaping" is defined as the movement of soil, the planting, transplanting or removal of vegetation of any sort; trees, bushes, shrubs, grasses, etc., for decorative purposes. "Hardscaping" is defined as the addition of durable objects to the terrain for decorative purposes, including, but not limited to, statuary, fountains, birdbaths, trellis, wagons, water wells, ponds, pools, tools, toys, rocks, gravel, walks, and walls or fences greater than two (2) feet height measured from the finished ground elevation.

A. Planting and Maintaining Vegetation.

Vegetation within any lot shall be planted and maintained in such a manner as to prevent or retard shifting or erosion of the soil and to encourage the growth of indigenous ground cover. The Owner of each lot shall be responsible for eradicating and controlling the growth of noxious non-native weeds, including, but not limited to, the Yellow Star Thistle and the Russian Thistle, and other additional noxious non-native weeds. **Should the owner be non-responsive to requests for adequate** control of such weeds, the DRA shall have the right, but not the obligation, to enter upon the lot and eradicate or control the weeds and recover the costs of doing so from the Owner, whether as a special assessment or otherwise.

B. Landscaping and Hardscaping Improvements.

Landscaping and hardscaping are considered improvements subject to the prior written approval of the DRA if any one or more of the following conditions apply:

1. Excavation or Fill - An excavation or fill or combined excavation and fill operation requires moving more than fifty (50) cubic yards of soil, rock, or other solid materials.
2. Retaining Wall/Fence - A retaining or other wall or fence is to be constructed that is more than two (2) feet high at the highest point measured from the finished ground elevation.
3. Inhibit Indigenous Vegetation Growth - A proposed plan might lead to inhibiting growth of indigenous vegetation, the intrusion of noxious weeds, or soil erosion.

4. Natural Drainage Change - A proposed plan will cause or result in a change of the natural drainage.
5. Picket Fence, Arbor - A picket fence, arbor or trellis is to be constructed or installed.

SECTION 106. OAK TREES

A. Cutting, Removal, Trimming

The cutting down, removal, trimming or other destruction of any living oak tree located on a residential lot requires the prior written approval of the DRA and any failure to obtain the DRA's approval shall be forwarded to the Board of Directors for appropriate disciplinary action as outlined in the "schedule of fines" listing. During construction, remodeling, landscaping, grading or excavating, every reasonable effort shall be made to avoid invading the drip-line area of any oak tree.

B. Minimize Destruction or Removal of Oak Trees

Owners shall endeavor to design, locate and construct all improvements to minimize the destruction, removal of, or other adverse impact on, living oak trees located on the lot. All plans related to construct or landscaping which affect oak trees must be submitted to and reviewed by the DRA for a determination of potential impact on oak trees located on the lot. The DRA shall also review the plans for conformance with all existing provisions of the DRA and other Association Governing Documents related to oak trees and other indigenous vegetation. No work may commence unless and until plan approval is granted by the DRA.

C. Nails, Screws, Fasteners, etc. on Oak Trees

No nails, screws, bolts or other fasteners shall be used to attach any signs, cables, braces, timbers or other objects to any living oak tree, except when necessary to support the tree for safety and/or the protection of the tree.

D. Infestation of Noxious Items

PROPERTY OWNERS ARE RESPONSIBLE TO MAINTAIN OAK TREES LOCATED ON THEIR RESPECTIVE PROPERTY CLEAR OF MISTLETOE* AND OTHER ITEMS THAT WOULD BE CONSIDERED NOXIOUS TO THE OAK TREE.

(*To be given a definition of mistletoe.)

SECTION 107. VEHICLES/TRAILERS/EQUIPMENT

A. Junk and Inoperable Vehicles

No stripped down, wrecked, inoperable or junk vehicle shall be kept, parked, stored or maintained on any lot, except in an enclosed garage.

B. Commercial Vehicles

No truck or commercial-type vehicle (except pick-up trucks) shall be parked on any lot except within an enclosed garage or appropriately screened area in such a manner that the vehicle is not visible from adjoining lots, or any streets, roads and Common Areas unless such vehicle is temporarily parked for the purpose of servicing such lot. All such vehicles shall be currently registered and licensed to operate on the streets and roads of the State of California.

C. 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.

D. Collector Vehicles

Collector Vehicles, as defined in Section 259 of the vehicle code, shall be kept in presentable condition when in public view. When not running or unlicensed, shall be kept out of plain sight or screened from public view. Vehicles are not allowed to accumulate in unreasonable numbers unless in an enclosed building. Vehicles referred to in this section shall not exceed 2 axles or 1 ½ ton capacity.

E. Trailers, campers, fifth wheels, recreational vehicles and motor homes may be parked/stored on an improved property so as to not create a visual nuisance or detriment to the neighboring lots or parcels. A visual nuisance is defined when separate complaints are submitted to the DRA by two or more neighboring parcels or lots. All such type vehicles are not allowed on unimproved parcels or lots except during construction and upon approval of the DRA. Reword

F. Off-Road Vehicles/Quads/Dune Buggies and other similar recreational equipment

All vehicles designed to be used primarily for off-road use, including, but not limited to, quads, dune buggies, motorized cycles, and other similar recreational equipment and devices, are prohibited from operating on any property or Common Areas in Stallion Springs. Without limiting the generality of the foregoing, no motorized vehicles or cycles of any kind whatsoever may be operated or allowed on the horse trails within Stallion Springs.

SECTION 108. AUTOMOBILE AND VEHICLE PARKING

A. Required Parking on Lot

Each residential lot shall have off-the-road parking driveways for at least two automobiles. Driving over curbs to park is prohibited. No more than four vehicles may be parked on an improved property in view. No vehicles may be parked on an unimproved property.

B. Parking on Streets/Roads

The parking of automobiles and other vehicles, and trailers and equipment on the streets, roads and Common Areas shall at all times be subject to and in compliance with all applicable **county/state** ordinances of the Community Services District (CSD). (Get ordinance numbers.)

SECTION 109. TARPS

- A. The use of tarps outside of any enclosed improvement or other structure must be done sparingly with a maximum of two per property.
- B. No brightly colored tarps are allowed for exterior use. **Define brightly colored**
- C. Tarps used to cover wood piles, yard furniture or fixtures, small yard implements, etc., must be black, brown, tan, gray or dark green in color. If tarps of colors other than black, brown, tan, gray or dark green are to be used to cover or screen vehicles, recreational vehicles, trailers and similarly large items, the colors must be approved by the DRA prior to installation or use.
- D. Fitted vehicle covers are allowed.
- E. When used, tarps must be maintained and in good condition.

SECTION 110. CLEARING OR EXCAVATION FOR DEVELOPMENT

No clearing or excavation on a residential lot shall be commenced prior to the DRA's approval in writing of grading and house plans for the primary residence to be constructed on the lot.

SECTION 111. CAMPING AND HUNTING

- A. Camping, hunting and the discharge of firearms is prohibited.

SECTION 112. TRASH

All garbage, rubbish, trash and debris shall be kept in appropriate covered containers designed for such use and with adequate capacity. The storage, collection and disposal of garbage, rubbish, trash and debris shall be in strict compliance with the District Titles. (Title 11)

Each property owner is responsible for transporting garbage, rubbish, trash and debris to the solid waste site in a manner that does not litter the streets of Stallion Springs. Littering is a violation of the CC&R's.

SECTION 113. LIGHTING.

A. Exterior Lighting

Continuous night exterior lighting of property or improvements shall be shielded, screened, or diffused if in excess of 60 watts/ ___ lumens 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 continuous throughout the night. David to add wording.

SECTION 114. GENERAL APPEARANCE GARBAGE RECEPTACLES, STORAGE AREAS, ETC.

1. **Visibility of Garbage/Trash/Etc.** — No garbage, trash, junk, debris, unstacked firewood, rubbish or similar matter shall be kept, maintained or stored in a manner or location visible from neighboring lots or the streets, roads or Common Areas.
2. **Household Furnishings/Appliances** — No interior furnishings or household appliances shall be kept, stored or maintained outside in a manner to be visible from neighboring lots or the streets, roads or Common Areas.
3. **Antenna/Satellite Dish** - Owners must meet the current Kern County regulations along with State and Federal regulations.

SECTION 115. SIGNS - RECENT COURT CASES HAVE ALLOWED SIGNS IN COMMUNITIES. THE FOLLOWING RULES WILL BE FOLLOWED IN REGARD TO SIGNS:

- A. Signs will meet all state and local rules and regulations.
- B. Request for signs will be submitted to the DRA for approval.
- C. Signs will be modest in size and appearance.
- D. Permission must be obtained to place signs on District property, right of ways, easements, etc. Street address signs are exempt.
- E. Signs for dated events shall be removed within 72 hours of the event/date.

SECTION 116. ANIMALS

Unless the context indicates otherwise, the term "animal" as used in this Article, includes fish, birds, reptiles and insects.

SECTION 1901. GENERAL

- (a) All State and Federal laws and Kern County Ordinances must be observed.

(b) Applications for animal shelters and enclosures must be reviewed and approved by the DRA before construction is begun.

(c) Slaughtering of animals for commercial purposes is strictly prohibited.

(d) Keeping animals for profit is considered an occupation and requires an Occupation Permit from Kern County.

(e) Notwithstanding any other provision of this Article, the DRA may, upon written application filed with it, approve special projects of members of 4-H Clubs and Future Farmers of America, provided all the following conditions are met:

(1) The project is carried out on lots of not less than one acre;

(2) Animals in the project do not include more than one bovine; and

(3) Any animal in the project that is not permitted to be kept under other provisions of this Article is disposed of within 30 days after the completion of the project.

(f) Sanitary conditions must be maintained by cleaning animal enclosures at least weekly, but not less often than necessary for the animal's good health and not less often than necessary to prevent the odors from becoming offensive or to prevent conditions that tend to breed flies or other insects or furnish food for breeding places for rats or mice.

(g) The following protective measures for domestic animals and wildlife must be practiced:

(1) Dogs must be on a leash when off their owner's property. Dogs running at large are prohibited by Kern County Ordinance.

(2) Stallions, bulls, rams and bucks must be kept in fenced areas built strong enough to contain them and isolated from other animals.

(3) Bees must be provided a supply of water near their colony.

(4) Animal density must be kept low enough to prevent over grazing of pastures.

(5) Release of any domestic animal into the wild is strictly prohibited.

(6) Capture or attempts to capture or tame any wild animal is prohibited.

(7) All native mammals, reptiles and birds are protected by Federal law and cannot be taken or kept without a permit from the California Department of Fish and Game.

(8) Abandoning any animal is a violation.

SECTION 1902. ANIMALS PERMITTED IN SS - GENERAL

- (a) Animals owned or controlled by persons residing in condominiums are subject to SS Condominium Association Rules.
- (b) No animals of any kind may be raised, bred, or kept on any lots in SS except the following:
 - (1) Pets kept in cages or aquariums.
 - (2) A reasonable number of domestic pets, such as dogs or cats, provided they are not kept, bred or maintained for any commercial purposes and are kept under control at all times.
 - (3) Other animals expressly permitted under this *Article* ?????.
- (c) Notwithstanding the foregoing, no pet or other animal may be kept in SS that is obnoxious or unreasonably annoying to other persons or creates a nuisance. The term nuisance includes, but is not limited to, habitual running at large, howling, screeching, yelping, barking or other noise that disturbs or annoys other persons. (Kern County Zoning)

Bear Valley Springs Assn. - FCC Rules EXHIBIT #B

- (1) Dogs must be on a leash when off their owner's property. Dogs running at large are prohibited by Kern County Ordinance.
- (2) Stallions, bulls, rams and bucks must be kept in fenced areas built strong enough to contain them and isolated from other animals.
- (3) Bees must be provided a supply of water near their colony.
- (4) Animal density must be kept low enough to prevent over grazing of pastures.
- (5) Release of any domestic animal into the wild is strictly prohibited.
- (6) Capture or attempts to capture or tame any wild animal is prohibited.
- (7) All native mammals, reptiles and birds are protected by Federal law and cannot be taken or kept without a permit from the California Department of Fish and Game.

SECTION 1902. ANIMALS PERMITTED IN- - GENERAL

- (a) Animals owned or controlled by persons residing in condominiums are subject to Stallion Springs Condominium Association Rules.
- (b) No animals of any kind may be raised, bred, or kept on any lots in Stallion Springs except the following:
 - (1) Pets kept in cages or aquariums;

(2) A reasonable number of usual and ordinary household pets, such as dogs or cats, provided they are not kept, bred or maintained for any commercial purposes and are kept under control at all times; and

(3) Other animals expressly permitted under this Article.

(c) Notwithstanding the foregoing, no pet or other animal may be kept in-OVS that is obnoxious or unreasonably annoying to other persons or creates a nuisance. The term nuisance includes, but is not limited to, habitual running at large, howling, screeching, yelping, barking, or other noise that disturbs or annoys other persons. (Alu'vu)

SECTION 1903. FARM ANIMALS

Except for cattle, the following animals are permitted on lots of one acre or more, subject to the specified limitations:

(a) Poultry and pigeons are limited to an aggregate of ten and must not be allowed to roam or fly outside their enclosures.

(b) Rabbits are limited to ten.

(c) Goats and sheep are limited to four per acre.

(d) Horses, mules and donkeys are limited to four per acre in any combination but not to exceed a total aggregate of 2 animals per acre (in conjunction with those animals cover in Section 1903). The minimum corral area must be at least 576 square feet for each horse. For each additional one quarter of an acre over and above the

Exhibit #B – III

SECTION 1903. FARM ANIMALS

Except for cattle, the following animals are permitted on lots of over one acre or more, subject to the specified limitation:

(a) Poultry and pigeons are limited to an aggregate of ten and must not be allowed to roam or fly outside their enclosures.

(b) Rabbits are limited to ten.

(c) Goats and sheep are limited to four per acre.

(d) Horses, mules, donkeys and similar sized animals (example llama) are limited to two per acre in any combination but not to exceed a total aggregate of two animals per acre (in conjunction with those

animals covered in Section 1903). The minimum corral area must be at least 576 square feet for each horse. For each additional one quarter of an acre over and above the minimum of one acre for horse property, an additional horse, mule or donkey may be kept.

ADD PAGE 6, 3 B.

SIZE OF LOT.....

- (e) No farm animal may be stabled or pastured on any lot or parcel within the following blocks of Tract 3445 - N, O, P, U, V, W and 4286.
- (f) As outlined in item (d), no animal shall be stabled, pastured or allowed to be within 100 feet of any residential or commercial building located on adjacent lots.

SECTION 1904. CATTLE

Cattle are limited to parcels ten acres and larger in size and are limited to one animal per two / acres of usable pastureland.

SECTION 1905. BEES

Bees are limited to two colonies per acre, placed a minimum of 75 feet from any residential structure, property line or right of way. The total number may not exceed 10 colonies.

SECTION 1906. APPLICATION OF NUMERICAL LIMITS

The numerical limits on animals under this Article do not apply to the animal's offspring under six months of age.

SECTION 117. NUISANCE

No noxious, offensive activity or dangerous activity shall be carried on upon any lot, nor shall anything be done or placed on any lot which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners or unreasonably interfere with the other owners' enjoyment and use of their lots, the Common Areas or the Community Facilities. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the lot and improvements located thereon, shall be placed or used upon any lot without prior written approval of the DRA.

SECTION 118. FIRE HAZARD

Each lot and all improvements located on the lot, shall be maintained by the Owner in good condition and repair, and in such manner as not to create a fire hazard, all at the Owner's expense. All flammable vegetation within 30 feet of a building, and within 10 feet of LPG tank, fences and woodpiles are considered a fire hazard. All applicable Kern County regulations and ordinances must be followed.

SECTION 119 SUBDIVISION OF LOTS (RESERVED FOR FUTURE USE)

SECTION 120 FENCING

General uses and types of fencing which may be considered for approval by the DRA include perimeter, decorative, animal confinement, and screening (solid fencing). All fences require the prior written approval of the DRA before installation is started.

Stallion Springs CSD DRA does not assure responsibility for fencing that crosses property line, set back lines or easement lines.

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. Ask legal counsel? Explain purpose.
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. It is a violation for mud, debris etc. to flow, spill or enter District streets in any manner.

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 (delete?)** 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 an 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 any 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.

Horse riders on streets? Ask legal counsel.

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 LX.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 (ask attorney) 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. Variances 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 s 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, 2020 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.

ARTICLE II.

Rules Applicable to Construction and Alteration of

Improvements on Residential Lots

[From C&Rs, Para. 6.7. c.]

SECTION 200. Construction and Alteration of Improvements: Change in

Topography; Approval of Plans

The right of an Owner of a lot to construct, reconstruct, alter any improvement on the Owner's lot, or to install any utility line, wire, pipe, conduit, or other utility conveyance on the lot, or to do any grading greater than 50 yards or make any excavation, or to drill any water well, or to cut or remove any trees from the lot, or do any act which would affect the drainage of the lot, or to make any exterior changes to existing improvements or changes to the lot, other than landscaping, is subject to all of the following rules:

A. Construction or Alteration.

Any act mentioned in the previous paragraph above is absolutely prohibited unless and until the Owner of such lot first obtains the written notification thereof from the DRA; and otherwise complies with all of the applicable provisions of these Rules and the CC&Rs.

B. DRA Responsibility.

The DRA has the obligation to help ensure the maximum practicable preservation and conservation of all oak trees in the community. Owners shall not install utilities beneath the drip line of any oak tree. Owners must develop a plot plan to preclude as far as possible the removal of trees and/or damage to trees caused by grading too close to the drip line. Drip lines shall be staked with yellow ribbon to prevent access by construction equipment. Trees to be removed shall be marked with red ribbon, and trees to be trimmed all be marked with yellow ribbon. Owners shall forward the plot plans to the DRA for sympathetic approval in all circumstances where trees will be or will likely be affected by the construction, addition to, or alteration of improvements. If the DRA grants approval to remove a tree, the Owner must plant a replacement tree of at least 15-gallon size (size?) and maintain the replacement tree to encourage its proper and healthy growth.

C. DRA Approval Required.

Any Owner intending or proposing to construct, reconstruct or alter any improvement on a lot, install any utility line, wire, pipe, conduit, or other utility conveyance, do any grading over 50 yards or make any excavation, or to drill any water well, or to cut or remove any trees from the lot, or do any act which would affect the drainage of the lot, or to make any exterior changes to existing improvements or change to the lot, shall apply to the DRA for approval by submitting to the DRA for approval such plans and specifications for the proposed work as the DRA shall request, including, but not necessarily limited to, a plot plan of the lot showing all of the following:

1. Buildable space.
2. Contour lines.
3. The location of all existing and/or proposed improvements.
4. The proposed drainage plan.
5. The location of all trees and vegetation which the Owner proposed to remove, and the location of the

oak trees that will remain.

6. The location of all proposed utility installations.

D. Requiring Architect or Building Designer.

If at the onset of any project the DRA shall determine that it would be in the best interests of the community or the preservation of the environment of Stallion Springs for the Owner to employ an architect or licensed building designer to design any improvement involved in the proposed work, the DRA shall inform such Owner in writing of its determination, whereupon all plans and specifications designated by the DRA must be prepared by such an architect or licensed building designer.

E. DRA to Approve Plans, Etc. and Conditions.

The DRA shall approve the plans, drawings and specifications for any structure or improvement or alteration of a structure or improvement submitted to the DRA only if all of the following conditions have been satisfied:

1. The DRA finds that the plans and specifications of the proposed structure or improvement, on the property, conform with the requirements of the CC&Rs and these District rules; and
2. The DRA finds that the proposed structure or improvement is not aesthetically incompatible with the physical site, the adjoining properties, or the environment of Stallion Springs; and
3. The DRA is satisfied that the proposed septic tank or sewage facility will adequately serve the property without creating a health hazard or nuisance to those occupying or using surrounding properties which determination is ordinarily made by the Kern County.

F. Complete Applications for Approval.

Any complete application for approval submitted by an Owner to the DRA for approval, which has been neither approved nor rejected within thirty (30) days after the date of complete submission thereof to the ECC, shall be deemed approved.

G. Disclaimer.

The District and DRA is not responsible for and does not review applications for or make any decisions regarding the application's compliance with building codes or other laws. DRA approval does not relieve the owner of any duties to obtain city or county permit(s), nor does the DRA approval reflect compliance with any other public agency requirements. **Ask attorney on following:** If an applicant contends that any provision of law mandates or requires the installation of all or any part of any proposed Improvement, the applicant must specify, in writing, to the DRA what provision of law applies and what components of the proposed Improvement are required by law.

SECTION 201. Secondary Residential Unit or Guesthouse

No secondary residential unit or guesthouse may be constructed or otherwise established unless it complies with all the following standards: **(Kern Co. Secondary Residential Units Ord)**

A. Principal Dwelling.

The existing principal dwelling on the lot shall contain a minimum gross floor area of one thousand three hundred (1,300) square feet.

B. Guesthouse

Only one (1) guesthouse unit may be constructed or otherwise established on per legal lot.

C. Floor Area of Guesthouse.

The total floor area of the guesthouse unit may not exceed nine hundred (900) square feet or fifty percent (50%) of the total floor area of the existing principal dwelling, whichever is less. **Less Kern County? Get MORE INFORMATION. Ask legal**

D. Requirements for Guesthouse. The guesthouse shall contain separate kitchen and bathroom facilities and have a separate entrance. **(Kern county)**

E. Owner Occupancy of Principal Dwelling. The existing principal dwelling on the lot shall be occupied by the lot Owner. **(Kern County)**

F. Guesthouse Comply With Development Standards.

The guesthouse shall comply with the development standards for the zoning district in which it is located, including front-yard, rear-yard and side-yard setbacks, minimum distance from/between structures, and height limits, but excluding minimum lot area per dwelling unit standards. **Kern County**

G. Guesthouse Off-Street Parking.

Off-street parking for the guesthouse shall be provided in accordance with **Chapter -) 19.82** of Kern County Ordinances or any other applicable superseding ordinances.

H. Guesthouse Compatible with Principal Dwelling.

The guesthouse shall be constructed in such a manner as to be compatible with existing principal dwelling unit and neighborhood in terms of design, height, material and landscaping.

I. Non-Rental Agreement.

A non-rental agreement, verifying that the guesthouse is not and shall not be rented, leased, used or occupied by a tenant, shall be executed by the Property Owner and maintained in the DRA files, nor shall the main house be rented and the Property Owner reside in the guesthouse.

SECTION 202. Accessory Structures

A. No accessory structures shall be constructed, placed or maintained upon any lot prior to the construction and completion of the primary residence, except by written permit of the DRA in which case the construction, placement, maintenance and use of the accessory structure shall be subject to all of the limitations of the permit. This rule shall not apply to temporary construction shelters or facilities maintained during, and used exclusively in connection with the construction of the primary residence. An accessory structure is defined as a garage, work-shop, storage building, storage shed, or other structure designed as a stand-alone, unattached building.

B. 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.

C. Nothing in the foregoing shall be understood as all-inclusive and all of the provisions of Section 203 (paint and colors) below shall apply. (Ask legal counsel's recommendation on paints and colors)

D. Submittals for any accessory structure may also include the requirement to plant fast-growing vegetation to mitigate the impact of said structures. Architectural amenities to the facade such as windows, doors, planter boxes, may be substituted for, or added to the vegetation to reduce any harsh visual impact when viewed from a distance or a neighboring dwelling, or common area. Detailed plans must be submitted with each application.

E. Lots up to .49 acres are allowed one structure. Lots .50 to .99 acre lots are allowed two structures. Lots one acre or greater are allowed 2 structures per acre. Lot sizes are determined by SSCSD maps as recorded on the tract map.

F. Accessory structures may not be attached to the primary residence under any circumstances and must be at least six (6) feet from any other building. (Ask Burt)

G. Temporary Building. A temporary building used for initial construction or improvements may be placed on the property after receiving written permission from the DRA. The temporary building should be promptly removed upon the completion of such construction work or 180 days. An extension may be granted upon written request to the DRA. No accessory structure will be allowed on a lot or parcel prior to the principal residence being constructed.

A. Exterior Colors. Section 203 Exterior Colors.

See section 101 (renumbered)

1. Paint Match Primary Residence — All accessory structures shall be painted to resemble the primary residence unless otherwise approved in writing by the ECC.

(More flexible trim colors vs. home colors - semi gloss okay)

2. Balconies, Decks, Railings — Balconies, decks and railings shall be designed, constructed and painted or stained to give an appearance of permanence and unity to the structure.
3. Underside of Decks/Foundations — Underpinning, foundations, bracing members, plumbing and the underside of decks and floors shall be attractively designed or hidden from view by proper screening or painting.
4. Roofing Materials/Colors — Since the roof may be highly visible from other building sites, from a distance and from higher elevations, roofing materials and colors shall be selected as carefully as other exterior colors. Consideration of the fire hazard in many parts of the community should influence the choice of roofing materials. Roof repairs are to resemble the existing roof.
5. AC/Heating Units — Air conditioning and/or heating units shall not be mounted on the exterior roof surfaces. Air conditioning vents need covers that resemble the color surrounding the location of the air conditioning unit of the primary residence.
6. Exterior Surfaces — Wood is the preferred exterior surface; however, the use of stone, tile, brick, stucco (painted) to enhance or authenticate the architectural design may be permitted.

SECTION 204. Design — Construction Changes

DRA approval in writing is required before making any changes from approved plans regarding exterior design and colors, positioning of any improvement, grading or oak tree removal. The Owner shall resubmit plans and specifications for a change by filing the same type of form that was submitted originally for the improvement. Proposed changes may be noted on separate sheets of paper.

SECTION 205. Improvements Before Approval

- A. Notice of Non-Compliance at Construction Site. The DRA, or any member thereof, may authorize a Notice of Non-Compliance to be posted at the construction site under any of the following conditions:
 1. If construction or alteration of any improvement (including excavation) has been started prior to approval by the DRA.
 2. In the case of any unapproved changes from the original DRA approved plans.
 3. In the case of any other violations of the DRA Rules or the CC&Rs, which the DRA considers serious enough to warrant this action.

SECTION 206. Occupancy of Improvements

No structure or improvement shall be occupied or used until the same has been substantially completed in

accordance with its plans and specifications approved in writing by the DRA approved for occupancy of other intended use by the Kern County Building Department.

SECTION 207. Blank

Left intentionally blank.

SECTION 208. Compliance with Rules [Move to Restrictions?]

No improvement, excavation, fill or other work which in any way alters any lot from its natural or improved state existing on the date such lot was first conveyed in fee to an Owner shall be made or done except upon strict compliance with these DRA Rules and the CC&Rs, including, but not necessarily limited to, the prior written approval of the DRA.

SECTION 209. Size Limitation of Residence

Every residential dwelling constructed on a residential lot shall contain a minimum of 1,300 square feet of fully enclosed floor area to be devoted to living purposes (exclusive of roofed or unroofed porches, terraces, decks, garages, carports and other outbuildings). This square-footage limitation is not applicable to a guesthouse constructed on a residential lot as provided in Section 100.E.3.

SECTION 210. Structure

Minimum roof pitch of six (6) inches per running foot for houses and garages are required. Eaves around the entire perimeter must be a minimum of 16 inches.

SECTION 211. Zoning Ordinances

All improvements shall be constructed in accordance with applicable building line and setback provisions of applicable zoning ordinances.

SECTION 212. Surveying

Lots should be professionally surveyed and property lines and building locations staked before submitting an application to the Committee. The Owner is responsible for the accuracy of boundary lines and the location and placement of all buildings, structures, fences and other improvements as they are represented in the drawings, plans and specifications and as they are staked out on the property and constructed.

SECTION 213. Building Materials

A. Reflective Surfaces.

No reflective finishes (other than glass) shall be used on exterior surfaces of structures or other improvements, other than surfaces of hardwood fixtures.

1. Exterior Metal Surfaces — Exterior metal surfaces on any building or structure shall be

painted or treated to match the appropriate siding, roof or trim color. This includes window and screen frames, metal and metal-clad house and garage doors, flashings and vents, skylights, solar panel frames, etc. Metal sheds shall be treated or painted to resemble the color of the principal residence, including the roof color, of other structures on the lot.

2. Electric, Telephone, Cable Line — Electric, telephone and cable utility-line installation from service pole to dwelling shall be underground unless otherwise approved in writing by the DRA
3. Solar-Electric Generation - Installation or construction of all solar electric generation facilities or equipment requires the prior written approval of the DRA.

SECTION 214. Sewage Systems

A. Outside Toilet

No outside toilet shall be constructed on any residential lot.

B. Chemical Toilet at Construction Site.

A chemical toilet must be placed in the least conspicuous location on a lot (inside the property line) during construction of a primary dwelling.

ARTICLE III. Rules Applicable to Construction Phase of Any Improvements on Lots

SECTION 300. After Approval Received

Upon receipt of the approval in writing from the DRA, the Owner shall, as soon as practicable, proceed with the project as approved in the application.

A. Commencement Within One Year.

If the Owner fails to commence the work within one (1) year from the date of written DRA approval, the approval shall be deemed revoked unless upon the written request of the Owner made to the DRA prior to the expiration of the initial one-year period, and upon a finding, by the DRA that there has been no change in circumstances, the time for such commencement is extended in writing by the DRA.

B. Revoked Approval.

When project is revoked due to lack of timeliness, no funds will be refunded. Fees will be paid when resubmitted at current rate.

SECTION 301. Completion Time Period

In all cases, all exterior work on structures and other improvements is to be completed within six (6) months after commencing construction. An extension of six (6) months may be granted after receiving a request in writing. The DRA, in its sole discretion, may grant additional time to complete the exterior of residential dwellings. If the Owner fails to comply with this Rule and the construction, alteration or improvement has not been completed within six (6) months after beginning construction, or within any extension of time granted in writing by the DRA, the DRA shall notify the SS Board of Directors and provide the Board with the DRA recommendations, and further action will be taken at the discretion of SS Board.

SECTION 302. Written Approval Required

DRA approval in writing is required before making any changes from approved plans regarding exterior design and colors, positioning of any improvement, grading or oak tree removal. The Owner shall resubmit an application for approval of any change by filing the same type of form that was submitted originally for the improvement. Changes may be noted on separate sheets of paper, but only approved changes may be noted on copies of the original plans in the file. EITHER MODIFY OR REMOVE BASED ON PRIOR STATEMENTS IN DOCUMENT.

SECTION 303. Construction Materials

Construction materials, supplies, trash, rubbish and debris shall be stored in an orderly manner. A covered trash bin or container of sufficient size shall be kept on the lot in the least conspicuous location during construction, and construction trash, rubbish, debris and other discarded materials shall be kept in the covered container and shall not be permitted to accumulate on the jobsite. Construction materials, trash, rubbish, debris and other unused or discarded materials shall be disposed of outside of Stallion Springs by the Owner or the Owner's contractor. Chemical toilets are required on all jobsites during new construction.

ARTICLE V. ECC Submittal and Approval Procedures

SECTION 500. Application Procedure

Any Owner proposing to construct, reconstruct, alter, modify or any improvement on the Owner's lot, or to install any utility line, wire, pipe, conduit, or other utility conveyance on the lot, or to do any grading or make any excavation, or to cut or remove any trees from the lot, or do any act which would affect the drainage of the lot, or to make any exterior changes to existing improvements or changes to the lot, shall first apply to the DRA for approval as follows:

A. Plan Submittal.

The Owner shall submit to the DRA for approval such plans and specifications for the proposed work as the DRA shall request, including, but not necessarily limited to, the following:

1. A plot plan of the lot showing -
 - a. Buildable space
 - b. Contour lines
 - c. The location of all existing and/or proposed improvements
 - d. The proposed drainage plan
 - e. The location of all trees and vegetation which the Owner proposes to remove
 - f. The location of all proposed utility installations
 - g. The design and location of the septic tank and sewage facilities to serve said lot with a certification of a Registered Civil Engineer or other consultant approved by the Kern County Environmental Health Services Department.
 2. Floor plans.
 3. Drawings showing all elevations of structures.
 4. Description of exterior materials and color, with samples.
 5. Working drawings and construction specifications of all structures and improvements.
 6. Description of provisions for replanting trees and vegetation and for stabilizing slopes during and after construction.
 7. The Owner's proposed construction schedule.
- #### B. Commence Within One Year.

The DRA will not accept or approve applications for construction, alteration or modification of structures or improvements where the work is not scheduled to commence for more than one year after the date of the submittal. The purpose of this Rule is to help prevent and mitigate erosion and other adverse effects on the environment and to maintain the natural state development.

C. Architect or Building Designer

If at the onset of any project, the DRA determines that it would be in the best interest of the community or the preservation of the environment of Stallion Springs for such Owner to employ an architect or licensed building designer to design any improvement involved in the proposed work, the DRA shall inform the Owner in writing of its determination, whereupon all plans and specifications designated by the DRA to be so prepared must be prepared by such an architect or licensed building designer.

SECTION 501. Submittal Forms

A. Obtaining Forms.

Forms and instructions needed to apply for DRA review and approval may be obtained at the S.S.C.S.D. during business hours or by mail upon request, 27800 Stallion Springs Drive, Tehachapi, CA 93561.

SECTION 502. Submitting Application, Plans and Specification

A. Complete ECC Forms.

Each form is to be signed by the Owner. Use the "Submittal Form Checklist" to be certain that all of the required information is properly documented.

NOTE: The Owner is responsible for adherence to all conditions of the approved submittal.

B. Plans. Two identical duplicate sets of plans are required.

1. Structure Plans — Structure plans (floor, elevations, etc.) must be drawn to scale 1/4" = 1'0" and dimensioned.

a. Floor plans and all elevations must show critical dimensions, including decorations and facing, and roofs, building height, exterior siding, trim materials and window frames shall be clearly indicated.

2. Plot Plans — Plot plans must show all proposed improvements being submitted (showing contour lines, location of all improvements, structures, driveway, fences, etc., and shall be drawn to scale 1" = 20/30'.

NOTE: If required by Kern County, when plans call for moving 50 cubic yards or more of dirt, a grading plan shall also be submitted.

a. All trees, whether on or off the lot, within fifty (50) feet of any building, fill or cut shall be accurately located on the plot and grading plan. Plans and a schedule for replanting trees and vegetation and for stabilizing slopes during and after construction must be submitted.

b. Plot plans must note the trunk size and drip line of the trees and indicate those to be removed or trimmed.

3. Plans for Vegetation Replacement - Plans and schedules to replace disturbed vegetation for preventing erosion during construction and after construction must be submitted.

4. Color Samples — Submission of exterior color samples is required. Samples of roofing and decorative facing are required.

NOTE: A check with the SS office for acceptable colors, etc., may save the Owner considerable time and expense,

5. Exterior Lighting — Exterior lighting location, wattage, design and finish of all exterior light fixtures must be shown on the plans.

C. Encroachment Permit.

A submittal for any improvement on a lot which includes the alteration of, or passage over, any easement, Common Area, or right-of-way, or which alters a drainage easement, shall be accompanied by a copy of an "Application for Excavation and/or Encroachment Permit" and any other documents required by the CSD. (Normally this is required when a new home is built, or when any work is to be accomplished in an easement.) All applications for fences shall be referred to the CSD for easement review.

SECTION 503. Fees and Deposits

When submitting an application for construction of the first improvement on a lot, although usually the primary dwelling could also include excavation, fences, etc., a fee payable to the SSCSD is required. The current fee schedule is available from the SSCSD office.

SECTION 504. Processing of Submittals

It is the responsibility of the Owner to ensure that the submittals are complete and contain no errors or omissions.

A. Decision in 30 Days

Applications may be approved or disapproved. A written decision shall be mailed to the Owner no later than forty-five (30) days after the date a complete submittal has been provided to the DRA. DRA approval shall be implied if the DRA does not approve or reject the complete submittal within the 30 day period. If the DRA determines that an Owner's submittal is not complete, the DRA shall advise the Owner, in writing, of its determination, and further advise the Owner that the 30 day period in which an

application must be approved or disapproved has not commenced and will not commence until a completed submittal has been received.

B. Decisions Recorded.

Disapproval decisions shall be in writing, to include the reasons for the disapproval and shall be accompanied by an explanation of the procedures for obtaining reconsideration of the decision by the Board of Directors. DRA decisions shall be properly logged in a bound record book.

SECTION 505. Appeals (Verify content of page 9 #2 and 10 1x B dispute resolution from existing CC&Rs)

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 506 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.

A. 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, 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, 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 \$5000.

SECTION 507. Site Preparation

The DRA will view a building site prior to making a final decision. Therefore, the Owner or builder shall mark and identify the lot with a temporary sign not to exceed one square foot in size, showing the tract-and-lot number and the street address. Property lines and the perimeter of buildings and driveways are to be properly staked before submitting plans. Trees that are proposed to be removed shall be marked by red ribbons, and those to be trimmed 20-50% by yellow ribbons. Drip lines shall be staked with yellow ribbon. Except for an area within three (3) feet around a stake, indigenous growth should not be removed without prior approval of the ECC.

NOTE: In no case shall a tree be removed, pruned or trimmed, or a lot scraped, without prior approval.

SECTION 508. Owner's Responsibility

A. Commence Work.

The Owner shall, upon receipt of the approval from the DRA, as soon as practicable, proceed with the commencement, and completion of the work contemplated by the application, pursuant to the approved plans and specifications.

B. Completion of Work.

In any event, completion of the work (all exterior requirements) must be completed within six (6) months or a written six (6) month extension, approved by the DRA, requested by the Owner. If not completed, the DRA shall notify the Board with their recommendations. Further action is then the responsibility of the Board of Directors.

SECTION 512. Liability

A. Disclaimer of DRA

Neither the DRA, nor its members thereof, shall be liable to any Owner for any damage, loss, or prejudice suffered or claimed on account of:

1. The approval or rejection of, or the failure to approve or reject, any plans, drawings or specifications, whether or not defective;
2. The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
3. The development or manner of development of any property within the Development; or
4. The execution and filing of an Estoppel Certificate, whether or not the facts therein are correct; provided, however, that such ECC member has, with the actual knowledge possessed by him or her, acted in good faith.

B. Disclaimer of Board of Directors.

No member of the Board of Directors shall be personally liable for any error or omission of the Board, its representatives and employees, the DRA, or the general manager, provided that the action or inaction of the Director has been in good faith.

SCHEDULE OF FINES

VIOLATION | FINE UP TO

LACK OF ENVIRONMENTAL CONTROL COMMITTEE APPROVAL FOR:

Construction of any structure, including but not limited to \$ 1000.00

houses, barns, fences and corrals

Exterior colors \$ 1500.00

Excavations and earth moving \$5,000.00

Oak Tree removal: The greater of the fine or the appraised \$5,000.00

value of the tree

Unauthorized signs, including but not limited to color, size, and
removability. \$ 300.00

Oak Tree trims \$3,000.00

Lighting \$ 200.00

Unauthorized conditions may be corrected or structures removed and the costs thereof billed
as a Special Assessment to the Owner in addition to fines or other remedies.

UNSIGHTLY, HAZARDOUS OR NUISANCE CONDITIONS:

Littering \$ 500.00

Abandoned, inoperable or junked vehicles \$ 1000.00

Commercial vehicle parked or stored \$ 1000.00

Fences or other structures in disrepair \$ 500.00

Structures that need painting or repainting or unpainted metal \$ 750.00
showing

Materials, equipment, trash/storage matter visible to the public \$ 1000.00

Animal violations, including but not limited to, excessive \$ 500.00

number, possession of animal not permitted under the
Association Rules, no leash or noisy

Incomplete Construction: Structures deemed to be abandoned The amount of the
or to constitute a hazard or nuisance may be removed at the refundable deposit
owner's expense, and the costs assessed to the owner as a retained, plus \$1000.00
special assessment \$ 1000.00

Absence of chemical toilet at construction site

Absence of trash bin at construction site \$ 1000.00

RECOVERY OF ENFORCEMENT COSTS:

Recovery of enforcement costs: Work done by DRA \$55.00 per man-hour plus

personnel, including but not limited to removal of trash, visible c costs

storage matter, weeds or hazards

- \$ 100.00

Other violations not expressly stated

COMPLAINT FORM IN REGARD TO CONDITIONS, COVENANTS AND RESTRICITONS

POSSIBLE VIOLATIONS

NAME OF REPORTING PARTY

CONTACT NUMBER

ADDRESS OF VIOLATION

DESCRIPTION OF VIOLATION

PAGE OF CC&R VIOLATION

DATE

SIGNATURE OF COMPLAINING PARTY

FOR OFFICE USE

DATE OFFICE RECEIVED COMPLAINT

NOTES BASED ON DRA INSPECTION

FOLLOW UP/ACTION TAKEN

Submittal Form - Alt #1

Date: Submittal #

Tract: Lot: Site Address:

Nearest Cross Street:

Lot Size:

APPLICATION FOR ADDITION OR ALTERATION TO HOME AND ANY STRUCTURE IN EXCESS OF 150 SQ. FEET.

Property | Phone #

Property Owner Signature:

Complete mailing address:

Proposed Schedule Start Date: Finish Date:

Contractor Name: Phone #

Address:

APPLICATION TO BUILD OR MAKE ALTERATIONS TO: HOUSE GARAGE

STABLE BARN OTHER BUILDING

Submittal must include all of the following in concise detail:

A \$500.00 check payable to the **STALLION SPRINGS CSD**. This includes a completion deposit is contingent on receiving a Job card construction permit signed off by the Kern

2. Plot Plan: Two set to scale showing property boundaries, setback distances, and location of: structures, trees (identify which to be removed/trimmed) and easements. Any addition or alteration from previously approved plans must be clearly defined. This would include septic tanks, propane tanks and screening, off-street parking and driveways.

Note: New driveways require a SSCSD Encroachment Permit Application.

3. Floor Plan : Two sets are required. Plans that require approval from the Kern County building Department should be 1/4" - 1' scale, showing total square footage (show square footage of each floor if building is multi-storied).

4. Elevations: Two sets of front, rear and side drawings to scale, indicating exterior materials and colors of siding, trim, roofing and window frames. Show location of all exterior lights including security lights and indicate type of shielding. Show maximum total height of building.
5. Specification form completed, initialed and signed by the Property owner.
6. Colors: Sample of all colors specified on checklist.

I hereby certify that I have read the Stallion Springs CC&R's and to the best of my knowledge, this submittal is in compliance therewith.

Approved _____ Disapproved _____ Date: _____

CONDITION OF

APPROVAL: _____

Reason(s) for

Disapproval: _____

Committee Signatures: _____

APPLICATION CHECK LIST FOR HOME/ALTERATION OR ADDITIONAL STRUCTURE

Submittal #

Tract: Lot: Site Address:

Nearest Cross Street: Lot Size:

Property Owner: Phone:

Contractor: Phone:

*****Please "Initial" (do not check) the following appropriate items.*****

Mark Trees to be removed in "RED". Maximum height of additional structure:

Mark Trees to be trimmed in ANY OTHER feet from ground level to the highest point. COLOR.

Removed Trimmed Grading plan required by Kern County:

Protected None YES

NO

Exterior lighting on house shall: Be shielded

Use 40-watt max. frosted bulbs (All fixtures to be non-reflective)

Doors painted to match:

Siding Trim

Other Specify

Exposed metal must be painted to match surrounding area.

(Please Initial)

Skylight Lens:

Clear

Bronze

Does not apply

Heating System: Location -

Air Conditioning Unit: Location -

Does not apply

Trash Disposal: To be removed from BVSPer C.S.D. Code 5-1-11 (B)-Rented, covered standard container or "detachable bin box" —to be regularly collected from lottparcel

Rented covered container

Building square footage:

Sq. Ft.

To build a guest house, main house must be 1250 sq. ft

COLORS: SIDING/TRIM

PAINT MANUFACTURER PAINT/COLOR/STAIN "MUST INCLUDE SAMPLE"

COMPLETE ALT-8 FORM WITH YOUR PAINT SAMPLES.

Siding: Color/Code:

Trim: Color/Code:

Decorative Bldg. Trim: Rock: Brick: Type: Color:

Roof: Type: Brand: Color Window Frames: (No white trim around windows)

Anodized bronze Other - Type: Color/Stain: Vinyl Color:

Additional structures shall match/blend with existing structures.

Please initial * Property Owner Signature:

