

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

WHEN RECORDED RETURN TO:

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

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## **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 CC&Rs 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.

## RECITALS

These Amended and Restated Restrictions, Easements, Conditions, Covenants, and Reservations ("CC&Rs") 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 and Book 21, Pages 1-61 of maps in the Office of the County Recorder of Kern County, California. They were amended July 20, 1971, recorded at Book 4551, Pages 595-597 of the Official Records of Kern County; January 17, 1974, recorded at Book 4836, Pages 1756-1759 of the Official Records of Kern County; and February 5, 1999 as Document No. 0199016362 of the Official Records of Kern County.
2. Similar CC&Rs were executed on April 3, 1975 in connection with certain real property described as Parcel Map 2426, which CC&Rs were duly recorded on April 29, 1975, at Book 4893, Pages 693-705 of the Official Records of Kern County and were amended on February 13, 1978 and were duly recorded on July 21, 1978, at Book 5126, Pages 848-850, 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. The CC&R's for Tract 3445 and Parcel Map 2426 were amended and restated on February 15, 2000, recorded on March 3, 2000 as Document No. 0200024860 of the Official Records of Kern County.
5. An Easement was granted to Southern California Edison Company on July 1, 1971, and was recorded in Book 4569, Pages 200-201 of the Official Records of Kern County.
6. In order to further update the 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 and Parcel Map 2426 are amended and restated and shall, henceforth until further amended, be applicable for all properties within said Tract 3445 and Parcel Map 2426.

## ARTICLE I. DEFINITIONS

- I. **In General :** Unless otherwise provided herein, the definitions set forth in the County of Kern, California, zoning ordinances apply, and are incorporated herein by reference. Unless the provision or the context otherwise requires, the definitions set forth in or incorporated by reference to these CC&Rs govern the construction of these CC&Rs, whether or not the term defined is capitalized in the text of these CC&Rs.
- II. **Interpretation:** When not inconsistent with the context, words used in the present tense include the future, words in the singular number include the plural, words in the plural number include the singular number, masculine terminology includes the feminine, and feminine terminology includes the masculine. The word "shall" is always mandatory and not merely directory.
- III. **Animal:** includes, but is not limited to, vertebrates, invertebrates, fish, birds, reptiles and insects.
- IV. **Board (or Board of Directors):** Those individuals serving as the Stallion Springs Community Services District ("SSCSD") Board of Directors.
- V. **CC&Rs, or Covenants, Conditions and Restrictions:** This "Amended and Restated Declaration Establishment of Restrictions, Easements, Conditions, Covenants, and Reservations" as it has been and may be amended from time to time; the limitations, restrictions, covenants, terms, conditions, easements, reservations and other provisions contained in that certain Declaration of CC&Rs, Tract No. 3445, 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 County of Kern, California, Recorder.
- VI. **Common Area:** All real property, with the exception of the dedicated roads, conveyed to the SSCSD by Developer, including, without limitation, any real property upon which Community Facilities are located or are intended to be located.
- VII. **Community Facilities:** Facilities now or hereafter owned by the SSCSD and located within the Development.
- VIII. **Condominium:** A single-family residential unit 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.
- IX. **Condominium Lot:** A lot intended to be used for residential purposes upon which the construction of one or more apartment building(s) containing condominium apartment units is allowed under the applicable laws of the

County of Kern, California. When any provision of these CC&Rs is intended to apply only to a Condominium Lot, then the term shall mean a condominium lot on which no condominium apartment has been constructed for residential purposes. The term "Improved Condominium Lot" shall mean a Condominium Lot upon which a condominium apartment has been constructed for residential purposes.

- X. **Date of Complete Submittal:** The date the submittal is accepted as complete by the DRA.
- XI. **Designated Agent:** 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.
- XII. **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 these CC&Rs.
- XIII. **Equestrian Easements:** The trails intended for equestrian and pedestrian use shown on the final subdivision maps recorded with the Count of Kern, California.
- XIV. **Excavation:** Any disturbance of the surface of the land except to the extent reasonably necessary for planting which destroys any vegetation or results in the removal of earth, rock, sand or other substance.
- XV. **Fill:** 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.
- XVI. **Hardscaping:** The addition of durable objects to the terrain for decorative purposes, including, but not limited to, birdbaths, fountains, gravel, ponds, pools, rocks, statuary, tools, toys, trellises, wagons, walks, water wells, and walls or fences greater than two (2) feet in height measured from the finished ground elevation.
- XVII. **Home Occupation:** a small business conducted as a residential accessory use that can be located and conducted so that an average neighbor, under normal circumstances, would not be aware of its existence.
- XVIII. **Improvements:** All roads, streets, curbs, gutters, and utility facilities, as well as all barns, buildings, corrals, courts, decks, driveways, fences, hedges, landscaping, loading areas, mass plantings, outbuildings, paddocks, parking areas, poles, pools, retaining walls, signs, stables, stairs, walls, and any structures of any type or kind.

- XIX. **Landscaping:** The movement of soil, or the planting, transplanting or removal of vegetation of any sort, or of trees, bushes, shrubs, grasses, etc., for decorative purposes.
- XX. **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 SSCSD.
- XXI. **Major Roads:** The two major roads are Stallion Springs Drive and Comanche Point Road.
- XXII. **Minor Roads:** All roads within the SSCSD not designated as major roads.
- XXIII. **Mistletoe:** Plants of the type *Phoradendron macrophyllum*, a form of broadleaf mistletoe which is an evergreen parasitic plant that grows on a number of landscape tree species in California; and/or *Phoradendron villosum*, which infests only oaks.
- XXIV. **Non-conforming Building:** A building or structure or portion thereof existing in conflict with the provisions of these CC&Rs and/or the zoning ordinance of the County of Kern, California.
- XXV. **Non-conforming Use:** The use of a structure or premises for a purpose which is in conflict with the provisions of these CC&Rs and/or the zoning ordinance of the County of Kern, California.
- XXVI. **Owner:** The person or other legal entity owning a lot. Owner or record owner shall include the person or other legal entity owning title in fee to one or more lots or buying one or more lots by means of a real property installment contract.
- XXVII. **Residence:** The building or buildings, including any garage, carport, or similar outbuildings, used for residential purposes.
- XXVIII. **Residential Lot:** Any lot improved or 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&Rs is intended to apply only to a residential lot, the term "residential lot" is used. When the application or context of these CC&Rs so requires, the CC&R in question applies to condominiums and condominium lots.

XXIX. **Road or Street:** A public or semi-public thoroughfare which affords the principal means of access to abutting property; any vehicular way designated on a subdivision map as a road, court or street.

XXX. **SSCSD:** Stallion Springs Community Services District, a California community services district, organized under Division 3, Title 6, of the California Government Code. Similarly, District and CSD mean and refer to the Stallion Springs Community Services District.

XXXI. **Structure:** Anything constructed or erected, the use of which requires location directly or indirectly on the ground.

**XXXII. Subdivision map:**

A. 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, as such provisions may from time to time be amended, as such provisions may from time to time be amended; or

B. 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.

XXXIII. **The Property (or The Development):** All that certain real property included within Tract 3445 and any additional real property annexed thereto.

## ARTICLE II. GENERAL STATEMENTS

I. **California State law, Kern County law and Kern County zoning ordinances shall apply** in all instances, except where these CC&Rs are specifically more restrictive.

II. **Land use is restricted** to those purposes provided for in California Ste law and the Kern County zoning ordinances and as further restricted by these CC&Rs.

### III. **Building and Construction**

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

B. 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.

C. 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 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.

D. Colors for exterior paints and finishes shall be submitted to the DRA for approval before use.

E. 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. Construction trash, rubbish, debris and other discarded materials shall be placed in the covered container and shall not be permitted to accumulate on the jobsite. Said materials shall be disposed of outside of Stallion Springs by the Owner or the Owner's contractor.

IV. **Camping, hunting, and the discharge of firearms:** Camping, hunting,  
and

the discharge of firearms are prohibited.

V. **Commercial Activity:** Except for lots or parcels zoned as retail or commercial, no commercial activity of any nature, including but not limited to the business of a guesthouse or apartment, hotel proprietor, boarding-house keeper, or hotel or motel operator other than rental or 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 ordinances and the Kern County approved home occupation list. In the event of a complaint of possible business activity at a residence, and if such business activity does in fact exist at said residence, the resident shall submit proof of permission from Kern County to operate said business to the DRA or shall cease such activity.

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

VII. **General appearance:**

A. No interior furnishings or household appliances shall be kept, stored or maintained outside in a manner to be visible from the streets, roads or Common Areas.

B. Owners must meet the current Kern County, State and Federal regulations for satellite dishes and/or antennas.

VIII. **Maintenance:**

A. Each lot and all improvements located on the lot shall be maintained, at the Owner's sole expense, in good, clean, orderly and sanitary condition and repair and in such manner as not to create any fire or health hazard.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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 tanks, fences and woodpiles are considered a fire hazard. All applicable Kern County regulations and ordinances must be followed.

**IX. Parking:**

A. Each residential lot shall have off-the-road parking in 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 parcel or lot except during construction and upon approval of the DRA.

B. The parking of automobiles and other vehicles, such as trailers and equipment on the streets, roads and Common Areas shall at all times be subject to and in compliance with all applicable county and state ordinances and those of the SSCSD.

**X. Signs:**

A. Signs shall meet all state and local rules and regulations.

B. Request for signs shall be submitted to the DRA for approval.

C. Signs shall 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 after the event or date thereof.

**XI. Space usage:**

A. Continuous night exterior lighting of property or improvements shall be shielded, screened or diffused if in excess of sixty (60) watts of incandescent power or equivalent (six hundred fifty to 900 [650-900] lumens or fourteen [14] watts CFL), to eliminate objectionable and continuous impact on neighboring property. Lighting above this power shall be limited to a reasonable period while light is needed for activities or in response to detectors and shall not be continuous throughout the night.

B. No noxious, offensive, 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.

**XII. 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.

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, but must comply with the provisions of the preceding paragraph.

E. When used, tarps must be maintained and kept in good condition.

**XIII. Trash:**

A. 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)

B. 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.

C. Littering is a violation of the CC&Rs.

D. No garbage, trash, junk, debris, unstacked firewood, rubbish or similar matter shall be kept, maintained or stored in a manner or location as to be visible from the streets, roads or Common Areas.

**XIV. Vehicles, trailers, and equipment:**

A. Commercial Vehicles: No truck or commercial-type vehicle (except pickup 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 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.

B. 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, they 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.

C. 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.

D. Off-road vehicles: 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 roads, streets, or Common Areas. Without limiting the generality of the foregoing, no motorized vehicles or cycles of any kind whatsoever may be operated or allowed on the equestrian trails.

E. Outdoor Repair: 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.

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

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

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

**I. Building Size:** Every residential dwelling constructed on a residential lot shall contain a minimum of thirteen hundred (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 II. 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.

### **II. Secondary residential units or Guesthouses:**

A. Detached living quarters (secondary residential unit or guesthouse) 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 a minimum gross floor area of thirteen hundred (1,300) square feet.

B. Only one (1) secondary residential unit or guesthouse may be constructed or otherwise established per lot or parcel.

C. Guesthouse requirements:

1. 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.
2. The guesthouse shall contain separate kitchen and bathroom facilities and have a separate entrance.
3. 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 or between structures, and height limits, but excluding minimum lot area per dwelling unit standards.
4. 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.
5. 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.

D. Occupancy

1. The existing principal dwelling on a lot with a guesthouse shall be occupied by the lot Owner.
2. 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 Owner and maintained in the DRA files, nor shall the main house be rented and the Owner reside in the guesthouse.

**III. Driveway access:**

- A. 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.

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

- A. Residential purposes;
- B. 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.
- C. Keeping of horses and other animals in accordance with the limitations expressed in Article IX.
- D. Orchards and pastures are permitted.

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

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

A. Residential purposes.

B. 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.

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

## **ARTICLE V. LOTS OR PARCELS DESIGNATED FOR COMMERCIAL USE**

I. **In addition to Article II**, the following 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.

II. **Building Types:**

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

1. Professional, executive and administrative offices;
2. 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.

B. 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 document.

## **ARTICLE VI. SLOPE AND DRAINAGE EASEMENT**

**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.

**Easement:** Easements for the installation and maintenance of drainage channels and 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 and maintenance of drainage channels and drainage facilities.

## **ARTICLE VII. EQUESTRIAN EASEMENTS**

**Easement:** There is hereby reserved to the Stallion Springs Community Services District a nonexclusive 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. Within these easements, no improvements, planting or other material shall be placed or permitted to remain which may damage or interfere with such right of ingress, egress, or passage.

**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 its agents, and shall 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, or of their animals, of such horseback riding and pedestrian easement.

## **ARTICLE VIII. ARCHITECTURAL CONTROL**

### **I. Zoning Ordinances:**

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

### **II. Design Review Agency**

A. Property improvement or modification is subject to review and approval for compliance with the CC&Rs by a person or persons appointed by the SSCSD Board of Directors to serve as the DRA.

B. No person shall serve in this capacity and as an elected or appointed member of the SSCSD Board of Directors simultaneously.

C. Reasonable fees, established by the SSCSD Board of Directors for the review of drawings and specifications for improvements or modifications, may be collected.

D. 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.

### **III. Owner's Rights**

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 to 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 the architectural control of the Design Review Agency (DRA).

### **IV. Exterior Colors and construction**

A. Paint Match Primary Residence: All accessory structures shall be painted to resemble the primary residence unless otherwise approved in writing by the DRA.

B. 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.

C. Underside of Decks and 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.

D. Roofing Materials and 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 shall influence the choice of roofing materials. Roof repairs are to resemble the existing roof.

E. 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.

F. AC/Heating Units: Air conditioning and/or heating units shall not be mounted on the exterior roof surfaces. Covers for air conditioning vents shall resemble the color surrounding the location of the air conditioning unit of the primary residence.

G. Minimum Roof Pitch and Eaves: A minimum roof pitch of six inches (6") per running foot for houses and garages is required. Eaves around the entire house shall be a minimum of sixteen inches (16").

H. 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.

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.

J. 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

K. Solar-Electric Generation - Installation or construction of all solar electric generation facilities or equipment requires the prior written approval of the DRA.

L. Sewage Systems

1. No outside toilet shall be constructed on any residential lot.
2. A chemical toilet must be placed in the least conspicuous location on a lot, inside the property line, during construction of a primary dwelling.

## **V. Surveying**

A. Lots should be professionally surveyed and property lines and building locations staked before submitting an application to the DRA. 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.

## **VI. 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. 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.

D. 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.

E. 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, whichever is less. 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.

F. Accessory structures may not be attached to the primary residence under any

circumstances and must be at least six feet (6') from any other building.

G. All accessory structures shall be painted to resemble the primary residence unless otherwise approved in writing by the DRA.

H. Nothing in the foregoing shall be understood as all-inclusive.

## VII. **Plans Approval:**

A. Notwithstanding the provisions of other relevant Articles regarding permitted buildings and uses, no improvements shall be constructed, reconstructed, modified, erected, altered, remodeled, placed, maintained or be permitted to remain on any lot or parcel or on any portion thereof, nor shall any utility line, wire, pipe, conduit, or other utility conveyance be installed on the lot, nor shall the owner do any grading or make any excavation, cut or remove any trees from the lot, or do any act which would affect the drainage of the lot, or make any exterior changes to existing improvements or changes to the lot, unless and until two complete duplicate sets of plans and specifications thereof, including, but not necessarily limited to, the following are submitted for and receive written approval, even as to aesthetic design, of the DRA:

1. A Plot plan of the lot drawn to scale one inch equals 20 to 30 feet (1" = 20/30') showing:

- a) Buildable space;
- b) Structures, driveways, fences, etc.
- c) Present contour lines;
- d) Finished grading plans;
- e)** The location of all existing and/or proposed improvements;
- f) The proposed drainage plan;
- g)** The location of all trees and vegetation which the Owner proposes to remove;
- h) The location of all proposed utility installations; and
- i) 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. Structure plans, including floor and roof plans, which must show elevations and critical dimensions, including decorations and facing, and roofs, building height, and exterior siding. Trim materials and window frames shall be clearly indicated. Said plans must be drawn to scale one quarter inch equals 1 foot zero inches ( $\frac{1}{4}'' = 1' 0''$ ) and dimensioned.

3. Description of exterior materials and color, including but not limited to roofing and facing, with samples. NOTE: A check with the SSCSD office for acceptable colors, *etc.*, may save the Owner considerable time and expense.

4. Drawings showing exterior lighting location, wattage, design and finish of all exterior light fixtures.

5. Drawings indicating natural features such as rock outcroppings, landscaping, trees and plantings. 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 plans. Trunk sizes and drip lines of all trees shall be noted and those to be trimmed or removed shall be indicated.

6. A grading plan if more than fifty (50) cubic yards of material are to be moved.

7. Working drawings and construction specifications of all structures and improvements.

8. Plans and a schedule for replanting trees and vegetation and for stabilizing slopes to prevent erosion during and after construction.

9. The Owner's proposed construction schedule.

10. Two identical duplicate sets of plans are required.

C. Forms and instructions needed to apply for DRA review and approval may be obtained at the SSCSD office during business hours or by mail upon request, at 27800 Stallion Springs Drive, Tehachapi, CA 93561. Each form must be signed by the Owner. Use the "Submittal Form Checklist" to be certain that all of the required information is properly documented. The Owner is responsible for adherence to all conditions of the approval submittal.

D. The DRA will not accept or approve applications for construction, alteration or modification of structures or improvements where the work is scheduled to commence 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.

**E.** If, at the onset of any project, the DRA determines that it would be in the best interest of the community or of 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.

**F.** 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 Environmental Health Services Department.

**G.** The decision of the DRA after review of plans and specifications for compliance and aesthetic review and is deemed final except for the appeals process.

**H.** Applications may be approved or disapproved. A written decision shall be mailed to the Owner no later than thirty (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 a thirty (30) day period after submission of a complete application.

**I.** Disapproval decisions shall be in writing, shall include the reason or reasons for the disapproval, and shall be accompanied by an explanation of the appeal procedures. DRA decisions, both affirmative and negative, shall be properly logged in a bound record book.

**J.** It is the responsibility of the Owner to ensure that the submittals are complete and contain no errors or omissions. If the DRA determines that an Owner's submittal is not complete, the DRA shall advise the Owner, in writing, within thirty (30) days of its determination, and shall further advise the Owner that the thirty (30) day period in which an application must be approved or

disapproved has not commenced and will not commence until a complete submittal has been received.

K. Any party dissatisfied with a decision of the DRA may appeal such decision in the same manner as provided in Article X 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.

L. Encroachment Permit: A submittal for any improvement on any 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 DRA. All applications for fences shall be examined by the DRA for easement review.

M. 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 the same or other lots or parcels.

N. If, after such plans and specifications have been approved, the improvement is altered, erected or maintained upon the lot or parcel other 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.

VIII. 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, the disapproval, or the failure to approve or disapprove any plans or specifications submitted for approval as herein provided. No member of the SSCSD Board shall be personally liable for any error 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.

IX. Neither the SSCSD, the DRA, nor any members of either, shall be liable to any Owner for any damage, loss, or prejudice suffered or claimed on account of the approval or rejection of, or the failure to approve or reject, any plans, drawings or specifications, whether or not defective; the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; the development or manner of development of any property within the Development; or the execution and filing of an Estoppel Certificate, whether or not the facts therein are

correct; provided, however, that such DRA or SSCSD Board member has, with the actual knowledge possessed by him or her, acted in good faith.

X. The District and DRA are not responsible for and do 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. 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.

#### **XI. 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.

#### **XII. 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 by the DRA and is approved for occupancy or other intended use by the Kern County Building Department.

#### **XIII. Rules Applicable to Construction Phase of Any Improvements on Lots**

A. After Approval Received:

1. 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, pursuant to the approved plans and specifications.

B. Commencement Within One Year:

1. 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.

C. 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.

D. Completion Time Period

1. 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 by the DRA after receiving a written request. 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 SSCSD Board of Directors and provide the Board with the DRA's recommendations. Further action will be taken at the discretion of the SSCSD Board of Directors.

E. Written Approval Required

1. DRA written approval 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 changes by filing the same type of form that was originally submitted 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 on file.

F. Fees and Deposits

1. 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.

**XIV. Inspection**

A. 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 these CC&Rs 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. ANIMALS**

I. **Unless the context indicates otherwise**, the term "animal," as used in this article, includes, but is not limited to, vertebrates, invertebrates, fish, birds, reptiles and insects. **All State and Federal laws and Kern County ordinances must be observed.**

**II. Applications for animal shelters and enclosures** must be reviewed and approved by the DRA before construction is begun.

III. **Slaughtering of animals for commercial purposes** is strictly prohibited.

IV. **Keeping animals for profit** is considered an occupation and requires an Occupation Permit from Kern County.

V. **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, Future Farmers of America, and similar organizations, provided all the following conditions are met:

A. The project is carried out on lots of not less than one acre;

B. Animals in the project do not include more than one bovine; and

C. 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.

V. **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.

VI. **The following protective measures** for domestic animals and wildlife must be practiced:

A. Dogs must be on a leash when off their owner's property. Dogs running at large are prohibited by Kern County ordinances.

B. Stallions, bulls, rams and bucks must be kept in fenced areas built strong enough to contain them and to isolate them from other animals.

C. Bees must be provided a supply of water near their colony.

- D. Animal density must be kept low enough to prevent overgrazing of pastures.
- E. Release of any domestic animal into the wild is strictly prohibited.
- F. Capture or attempts to capture or tame any wild animal is prohibited.
- G. 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.
- H. Abandoning any animal is a violation.

**VII. Animals permitted – General Rules**

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 except the following:

1. Small pets, such as gerbils, hamsters, mice, etc., 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 that is obnoxious by behavior, unreasonably annoying to other persons, or which creates a nuisance. The term nuisance includes, but is not limited to, running at large, howling, screeching, yelping, barking or other noise that are recurrent or persistent or on a regular and frequent basis and which disturbs or annoys other persons. Kern County zoning ordinances will apply.

**VIII. Farm/Exotic Animals**

The following animals are permitted on lots appropriately ZONED for said animals, subject to the following limitations:

A. **Poultry and pigeons** are limited to an aggregate of ten (10) and must not be allowed to roam or fly outside their enclosures.

B. **Rabbits and Guinea pigs** are limited to an aggregate of ten (10).

C. **Goats, sheep, Alpaca** or other miniature/exotic breeds under three hundred (300) pounds each are limited to four per acre on lots or parcels at least one (1) acre in size.

IX. **Horses, mules, donkeys, and llamas**

A. No horse or horses, mules, donkeys or llamas may be stabled or pastured on any lot or parcel within Blocks N, O, P, U, V, or of Tract 3445, or Tract 4286.

B. Horses, mules, donkeys, and llamas may not be kept on parcels of less than one and one tenth (1.1) acre and are limited to two (2) per acre in any combination but not to exceed a total aggregate of two animals per acre, with the following exceptions:

C. Miniature horses under thirty-four inches (34") tall are allowed at four (4) per acre on parcels in excess of one and one tenth (1.1) acre.

D. Emu are limited to four (4) per acre on parcels in excess of one and one tenth (1.1) acre, with appropriate fencing.

E. **The minimum corral area** for standard size horses, mules, donkeys, or llamas is six hundred (600) square feet PER ANIMAL.

F. **For each additional one half** (1/2) of an acre over and above the minimum of one and one tenth (1.1) acre for horse property, an additional horse, mule donkey, or llama may be kept.

G. **All of the above numbers** are in combinations not to exceed total aggregate per acre.

H. **No animal shall be stabled, pastured or allowed to roam** within 100 feet of any residential or commercial building located on an adjacent lot.

I. **The restrictions in subsection X** 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&Rs as recorded January 17, 1974, April 29, 1975, February 13, 1978, or March 3, 2000 (depending upon the first date of such stabling or pasturing) shall apply.

X. **Cattle:**

A. Cattle may not be kept on any lot or parcel under ten (10) acres and are limited to two (2) animals per acre. Exceptions in lots or parcels of ten (10) or more acres:

B. Miniature cattle, such as Zebu, under thirty-six inches (36") may be kept at three (3) per acre.

C. Adult buffalo and beefalo are limited to one (1) per two (2) acres, with secure fencing.

C. All pastured animals, regardless of breed, **MUST** be provided with shelter beyond living trees. Such shelter must be sufficient in size to shelter them all as protection from our extreme weather.

XI. **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.

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

## **ARTICLE X. VARIANCES, APPEALS AND ENFORCEMENT**

I. **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.

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

A. In the event:

1. A property owner has a complaint alleging a violation of CC&Rs outside the jurisdiction of the DRA; or
2. The staff of the SSCSD notices a violation of the CC&Rs which the property owner refuses to remedy, then

B. 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.

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

C. 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.

D. Similarly, as provided in Article VIII Section II. E. 4, 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.

E. 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 X. II. A, said person 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.

III. **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.

IV. **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.

## ARTICLE XI OAK TREES

- I. **The DRA has the obligation** to help ensure the maximum practicable preservation and conservation of all oak trees in the community. Before beginning any improvements, Owners must develop a plot plan to preclude or to minimize as far as possible the destruction, removal, or any other adverse impact upon, of living oak trees located on the lot. Owners shall not install utilities beneath the drip line of any oak tree. 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 shall be marked with yellow ribbon. Owners shall forward the plot plans to the DRA for approval in all circumstances where trees will or will likely be affected by the construction, addition to, or alteration of improvements. The DRA shall also review the plans for conformance with all existing provisions of the CC&Rs related to oak trees and other indigenous vegetation. If the DRA grants approval to remove a tree, the Owner must plant a replacement tree the container of which is at least three (3) feet square on each of four (4) sides and maintain the replacement tree to encourage its proper and healthy growth. Location of said replacement tree must be indicated on the plot plan and is subject to approval by the DRA. No work may commence unless and until DRA plan approval is granted. 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.
- II. **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.
- III. Property owners shall be responsible to maintain oak trees located on their property clear of **mistletoe** (*Phoradendron macrophyllum*, a form of broadleaf mistletoe which is an evergreen parasitic plant that grows on a number of landscape tree species in California; and/or *Phoradendron villosum*, which infests only oaks).

## ARTICLE XII. MISCELLANEOUS

- I. **Assignability:** The term "SSCSD", as used herein, includes all assignees and their heirs, successors and assigns.
- II. **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.
- III. **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.
- IV. **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.
- V. **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, and their respective heirs, successors, and assigns. The sworn statement of officers of the SSGSD approving the Inclusion of such land within the system of this Declaration shall be sufficient evidence of compliance with the provision.
- VI. **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 X. Section II. 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 X. Section II.

- VII. **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.
- VIII. **Implementation:** The Board may from time to time adopt and enforce ordinances, resolutions and policies in furtherance of these CC&Rs.
- IX. **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 XII. Vii. Modification.