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RECORD AND WHEN
RECORDED MAIL TO:

Fairview Ranches Owners Association
P.O. Box 1024
Tehachapi, CA 93581



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| Fees.... | 58.00 |
| Taxes... | |
| Other... | |
| TOTAL | |
| PAID.. | 58.00 |

Stat. Types: 1

**FIRST RESTATED DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
FAIRVIEW RANCHES OWNERS' ASSOCIATION, INC.
TRACT 3535**

The Declaration of Covenants, Conditions, and Restrictions for Fairview Ranches Owners' Association, Inc., executed by Robert C. Monroe, Mary Alice Monroe, Karl A. Arnds, Tracy Saylor and Nadine Saylor, sometimes hereinafter referred to collectively as the "Declarant", and recorded on June 7, 1973 in Book 4788, Pages 2015 through 2030, inclusive, as amended by Amendment to Declaration of Covenants, Conditions and Restrictions, executed by Fairview Ranches Owners' Association, Inc. and recorded on March 2, 1989 in Book 6214, Pages 556 through 558, inclusive, and Amendment to Declaration of Covenants, Conditions and Restrictions executed by Fairview Ranches Owners' Association, Inc. and recorded on July 11, 1989 in Book 6263, Page 133, all in the Official Records of Kern County, California (hereinafter collectively referred to as the "Original Declaration"), which affect all of that certain real property described as Tract No. 3535 as per Map recorded in Book 24, Pages 174 through 180, inclusive, of Maps, in the Official Records of Kern County, California, all of said real property being sometimes hereinafter referred to as the "Project", are hereby consolidated into this single Declaration covering all said real property and are amended, consolidated and restated in their entirety to read as follows:

RECITALS

1. Declarant was the original owner of the Project as described hereinabove.

2. Declarant conveyed the Project and all Lots therein subject to certain easements, protective covenants, conditions,

restrictions, reservations, liens and charges as set forth in the Original Declaration referred to above, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Project and all of which shall run with said real property and be binding on all parties having or acquiring any right, title or interest in the Project, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges and equitable

3. It was the further intention of the Declarant to sell and convey Lots to the Owners, subject to the protective covenants, servitude's between Declarant and such Owners which are set forth in this Declaration and which are intended to be in furtherance of a general plan for the subdivision, development, sale and use of the real property as a "planned development" as that term is defined in Section 1351(k) of the California Civil Code. Finally, it was the intention of Declarant that the non-dedicated and dedicated but not accepted streets and drainage easements and fire protection facility easements (including easements for water well on Lot 92, and water storage tanks on Lots 55 and 103) within the Project be owned and maintained by Fairview Ranches Owners' Association, Inc. (the "Association"), but reserved exclusively for the use and enjoyment of the Members of the Association, their tenants, lessees, guests and invitees, all subject to the terms and conditions of the Association's governing documents.

4. On June 3, 2000, sixty-nine percent (69%) of the Owners of Lots within the Project voted to amend the Original Declaration, all in accordance with the procedures for amendment set forth in the Original Declaration. The Owners' action to amend the Original Declaration as set forth herein and the fact that the requisite percentage of affirmative votes required in the Original Declaration was achieved, is attested by the execution of this Amendment of Declaration of Covenants, Conditions and Restrictions by the duly authorized officers of the Association, as required by California Civil Code Section 1355(a). As so amended, the easements, covenants, restrictions, and conditions set forth herein shall run with the Lots and the Project, and every portion thereof, and shall be binding upon all parties having or acquiring any right, title, or interest in the Project or any portion thereof, and shall inure to the benefit of each Owner thereof.

DECLARATION

NOW THEREFORE, pursuant to the Recitals hereinabove stated, the Association hereby declares that all of the above-described Project, and all of the Lots therein and other portions thereof, have been, now are, and shall hereafter be held, sold, conveyed, leased, rented, encumbered, possessed, occupied, improved, maintained, repaired, restored, and used subject to all of the terms, conditions, covenants, restrictions and provisions of this First Restated Declaration, the Association hereby specifying that such First Restated Declaration shall operate for the mutual benefit of all Owners of Lots and properties located therein and shall constitute covenants running with the land and equitable servitude's thereon binding on and for the benefit of the Owners and the Association, their heirs, executors, administrators, devisees, successors and assigns, and shall, further, be imposed upon all of said Project as a servitude in favor of each and every Owner and the Association as the dominant tenement.

1. DEFINITIONS: As used in this First Restated Declaration:

(a) "Association" shall mean and refer to FAIRVIEW RANCHES OWNERS' ASSOCIATION, INC. an incorporated association, its successors and assigns.

(b) "Project" shall mean the entire parcel of real property within Tract 3535, as described hereinabove.

(c) "Non-dedicated street" shall refer to a parcel of land or non-exclusive easement not owned by the County, cities or State or Federal Governments, which is not offered for dedication for public use and which is used or intended to be used for access to the Lots within the Project itself, or parcels adjacent thereto.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Project with the exception of the non-dedicated streets.

(e) "Member" shall mean and refer to every person or entity that holds membership in the Association.

(f) "Owner" shall mean and refer to the owner, whether one or more persons or entities of any Lot which is part of the Project, including contract sellers, but excluding those having or retaining such interest merely as security for the performance of

an obligation. Ownership shall include fee title, or under contract of purchase.

(g) "Declarant" shall mean and refer to ROBERT C. MONROE, MARY ALICE MONROE, KARL A. ARNDS, TRACY SAYLOR and NADINE SAYLOR, their successors and assigns.

2. ORGANIZATION OF ASSOCIATION.

(a) Membership. Every person or entity who is an Owner of any Lot which is subject by covenants of record to assessment by the Association, including contract sellers and Declarant, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership (except that Declarant shall be entitled to one membership and all rights appertaining thereto for each Lot it owns in the Project). Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment, by the Association. Ownership of such Lot shall be the sole qualification for membership.

(b) Voting Rights. Each Member of the Association shall be entitled to one (1) vote for each Lot in which he holds the interests required for membership. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot. Each Owner entitled to vote at any election or removal of members of the Board of Directors may cumulate his votes and give one candidate a number of votes equal to the number of the members of the Board to be elected multiplied by the number of votes to which each such Owner is entitled, or distribute his votes on the same principle among as many candidates as he sees fit. The candidates receiving the highest number of votes after the number of the members of the Board to be elected shall be deemed elected.

(c) Annual Meetings of Owners. There shall be a meeting of the Owners on the first Saturday of June of each year at 1:30 P.M., at such location as may be designated by written notice of the Board of Directors mailed to each Owner at the address shown on the records of the Association.

At each annual meeting, the Owners shall elect a Board of Directors for the forthcoming year consisting of five (5) Owners.

(d) Special Meetings of Owners. Special meetings of Owners may be called either by the Board of Directors or by the Owners of not less than ten percent (10%) of the Lots of the Project. Notice of special meetings shall be in writing, mailed to each Owner at the address shown on the records of the Association, and shall state the time and place of the meeting, and the general nature of the business to be transacted.

(e) Notice of Meetings. Notice of the time and place of any meeting of Lot Owners shall be given by the Association, or its authorized agent, to the Owners in writing, not less than seven (7) days nor more than sixty (60) days prior to said meeting, by mailing such notice to the address of each respective Owner as shown in the records of the Association.

(f) Majority Vote. At any annual meeting or special meeting of Owners at which a quorum is present, the majority of the voting power shall prevail, except in those cases otherwise expressly provided for in this First Restated Declaration.

(g) Quorum Definition. The presence, in person or by Proxy, of Lot Owners holding at least fifty percent (50%) of the voting power shall constitute a quorum for the transaction of business at all meetings. If any meeting cannot be held because of a quorum not being present, the Owners present, either in person or by proxy, may, as otherwise provided by law, adjourn the meeting to a time not less than 48 hours nor more than 30 days from the time the original meeting was called at which meeting the quorum requirement ordinarily shall be at least twenty-five percent (25%).

3. BOARD OF DIRECTOR

(a) Membership of the Board - Term - Removal. The management of the Project shall be vested in a Board of Directors consisting of five (5) Owners elected by the Owners at each annual meeting or at any special meeting called for that purpose. Members of the Board shall serve for a term of one (1) year and until their respective successors are elected, or until their death, resignation or removal; provided, however, that if any member of the Board ceases to be an Owner, his membership upon the Board shall thereupon terminate. Any member of the Board may resign at any time by giving written notice to the manager or to

the other members of the Board, and any member may be removed from membership on the Board by vote of the Owners; provided, however, that unless the entire Board is removed, an individual Board member shall not be removed if more than twenty-five (25) cumulative votes are cast against his removal. The Board shall have the right to fill vacancies, and such Director shall hold office until the next annual meeting or until a special meeting is called for the purpose of electing a Director or Directors.

(b) Quorum - Chairman. Three (3) members of the Board shall constitute a quorum, and, if a quorum is present, the decision of the majority of those present shall be the act of the Board. The Board shall elect a chairman who shall preside over both its meetings and those of the Owners. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may, from time to time, adopt. The Board may also act without a meeting by unanimous consent of its members.

(c) Meetings of the Board. The Board shall meet regularly on the first Saturday of June of each year or such other times as the Board by majority vote shall deem necessary, provided that if such date be a holiday, the regular meeting shall be held on the following day.

(d) Powers of the Board. The Board of Directors shall provide continuing maintenance of the non-dedicated streets, dedicated but not accepted streets in an oiled condition and shall maintain the drainage easements and fire protection facilities, and shall have the powers and authority to: (1) Pay for all labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure or pay for and pursuant to the terms of these restrictions, or which in its opinion may be necessary or proper in maintaining the fire protection facilities, non-dedicated streets and dedicated, but not accepted streets and drainage easements, the operation of the Project for the enforcement of these restrictions; (2) Obtain public liability and property damage insurance insuring the Board, Owners and the manager, if any, against any liability to the public or to the Owners and their invitees, licensees or tenants incident to the ownership and/or use of the non-dedicated and dedicated but not accepted streets and drainage easements, the liability under which insurance shall be set by the Board. Such limits may be increased by the Board from time to time in its discretion; (3) Pay for the reconstruction of any portion or portions of the non-dedicated roads and dedicated but not accepted

streets and drainage easements damaged or destroyed which are to be rebuilt pursuant to the provisions of this First Restated Declaration; (4) To do all things necessary or reasonable to carry out the provisions of this First Restated Declaration and the duties of the Board in the operation and management of the Project; (5) Provide for posting of signs in accordance with Section 5838(b) Ordinance G-1120, Kern County, California; (6) To do all things with respect to any public road contained within or which serves as access to said Project, which it is empowered to do hereinabove with respect to non-dedicated streets; (7) To do all things with respect to any non-dedicated road or public road located in another subdivision which serves as access to said Project, which it is empowered to do hereinabove with respect to non-dedicated streets; (8) To enter into contracts with associations or corporations of property owners of neighboring subdivisions for joint maintenance of all roads aforementioned; (9) Delegate its powers; (10) Enter into any Lot when necessary in connection with maintenance or construction for which the management body is responsible.

4. ASSESSMENTS AND MAINTENANCE FUND. All assessments levied by the Board of Directors pursuant to this First Restated Declaration, whether designated a basic assessment or a further assessment, shall be paid equally by the Owners of Lots in the Project, and no Lot may be assessed an amount per month or per annum greater or less than any other Lots.

(a) Basic Assessment. On the 1st day of June of each year, the Owners of each of the Lots in this Project shall pay to the Association, to be held and dispersed as a fund to meet the authorized expenditures as provided herein and to provide adequate reserves for replacements, the sum of two hundred and fifty Dollars (\$ 250) per year. Each such annual assessment shall be a separate debt of the Owner against whom it is assessed. The initial Basic Assessment herein provided may be increased by the Board, but may not be decreased without the approval of the majority of the Owners.

(b) Further Assessments. If the fund provided by the Basic Assessment for any reason, including non-payment by any of the Owners, proves inadequate to maintain the Project, and to provide adequate reserves for replacements, and to enable the Board to carry out its duties and responsibilities, the Board may at any time levy a further assessment which shall be assessed equally to each Lot in the Project, except as enumerated below. The Board shall give each Owner written notice of the total amount of said Further Assessment, the amount thereof assessed to each

Owner and the date or dates upon which said amount or portion thereof shall be due and payable. Each such assessment so indicated in the written notice shall be a separate debt of the Owner or Owners of the Lot against whom it is assessed and shall be due and payable on the indicated date. Additional assessments for capital improvements in excess of \$1,000.00 require a vote of at least a majority of the voting power of the Owners. Additional assessments to eliminate insurance proceeds deficiencies, if any, require a vote of at least a majority of the voting power.

(c) Unsold Lots. Declarant shall pay a prorated share of all maintenance costs in the Project applicable to unsold Lots, whether completed or not, and both before and after the Board of Directors provided for in this Declaration is elected and assumes office.

5. DEFAULT IN PAYMENT OF ASSESSMENTS.

In the event of default or defaults in the payment of any of the assessments as provided for in Section 4 of this Declaration, the Board of Directors may enforce such obligation as follows:

(a) Action at Law. The Board may maintain an action at law in the name of FAIRVIEW RANCHES OWNERS' ASSOCIATION, INC., to enforce each assessment obligation. Each such action must be authorized by a majority of a quorum of the Board at a regular or special meeting thereof. Any judgment rendered in any such action shall include a sum for reasonable attorney's fees in such amount as the Court may adjudge against the defaulting Owner. Upon full satisfaction of any such judgment, it shall be the duty of the Board to authorize delivery of any appropriate satisfaction thereof.

(b) Lien.

(1) Notice of Claim of Lien. At any time after default of a payment of any assessment or installment thereof, the Board, acting upon the authorization of the majority of a quorum at any regular or special meeting, may give a notice to the defaulting Owner which shall state the date of delinquency, the amount thereof, and make demand for payment. If such delinquency is not paid within ten (10) days after delivery of such notice, the Board may elect to record a Claim of Lien against the Lot of the delinquent Owner. Any such Claim of Lien shall state: (a) The name of the delinquent Owner or reputed Owner; (b) A description of the property against which the Claim of Lien is made; (c) The amount claimed to be due and owing from any proper offset allowed; (d) That the Claim of Lien is made by the Board of

Directors or the Association pursuant to the terms of this First Restated Declaration; and (e) That a lien is claimed against such described property in an amount equal to the amount of the stated delinquency. Any such Claim of Lien shall be signed and acknowledged by any two (2) or more members of the Board and shall be dated as of the date the last such Board member executed such Claim of Lien. Upon recordation of a duly executed original or duplicate original of such Claim of Lien in the Office of the Kern County Recorder, the lien claim thereof shall immediately attach and become effective subject only to the limitations hereinafter set forth. Each default shall constitute a separate basis for a Claim of Lien or a lien.

(2) Enforcement of Lien. Any such Lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a mortgage or trust deed under power of sale, or in any other manner permitted by law. In the event such foreclosure is by court action, reasonable attorney's fees shall be allowed to the extent permitted by law. In the event foreclosure is, as in the case of a mortgage or trust deed, under power of sale, the Board or any person designated by it in writing shall be deemed to be acting as the agent of the lienor and shall be entitled to actual expenses and such fees as may be allowed by law.

(3) Release of Lien. In the event any claims of Lien have been recorded as hereinabove provided and thereafter the Association receives payment in full of the amount due and owing, then upon demand of the Owner or successor and the payment of a reasonable fee not to exceed Ten Dollars (\$10.00), the Board acting by any two (2) members shall execute and acknowledge and record in the Office of the County Recorder of Kern County a Release of Lien stating the date of the original claim of such lien, the amount claimed, the date and page wherein the lien was recorded, the fact that the lien has been fully satisfied and that the particular lien is released and discharged. Such Release of Lien shall be delivered to the Owner or his successor upon payment of the above stated fee.

(c) Other Means of Enforcement. The Board of Directors may enforce the payment of any delinquent assessment or installment thereof in any other manner permitted by law.

(d) Amendment. No amendment of this Section 5 shall be effective without the unanimous written consent of all of the Owners.

6. LAND USE.

With the exception of the following, the Architectural Control Committee will not be empowered to make any rules or decisions concerning building design, suitability, color, style or any other such requirements. The Architectural Control Committee shall not be empowered to make rules or decisions concerning fencing type or suitability, with the exception of fence designed to cause physical harm such as coiled barbed wire or crushed glass.

(a) LAND USE AND BUILDING TYPE: For the purposes of these covenants, conditions and restrictions, "residential dwelling" shall mean a private, single-family dwelling constructed or placed on a residential Lot, and shall include manufactured homes used for such purposes. No Lot shall be used except for residential or amateur farming purposes. No more than one residential dwelling shall be constructed on any residential Lot, except that a guest approval of the Architectural Control house or servants quarters meeting all requirements of the applicable laws of the County of Kern in effect, may be constructed on a residential Lot upon obtaining the prior written Committee. No structures shall be erected, altered or placed on any residential Lot, other than framed single-family residential dwellings with a minimum of two and a maximum of five bedrooms, or manufactured homes with a minimum of two and a maximum of five bedrooms, and associated outbuildings (garages, barns, guesthouses, greenhouses) as permitted in accordance with the covenants and restrictions provided herein, without the prior written approval of the Architectural Control Committee. Garages may not be designed or used for any commercial purposes and may not exceed three bays.

(b) DWELLING SIZE AND QUALITY:

(1) Every residential dwelling (except a guest house or servants quarters) constructed or placed on a residential Lot shall contain a minimum of 1,500 square feet of fully enclosed floor area to be devoted to living purposes (exclusive of roofed or un-roofed porches, terraces, decks, balconies, garages, carports and other outbuildings). Said square footage limitation is not applicable to any guesthouse or servants quarters constructed on a residential Lot.

(2) Residential dwellings and associated outbuildings must have a minimum 3 in 12 pitch roof with heavy shakes or composition, painted or some type brick or stone veneer or plywood sheathing or log home style. All manufactured homes

must be installed on a permanent and continuous concrete block (or cinder block) foundation.

(3) No accessory structure shall be constructed, placed or maintained upon any Lot prior to the construction of the main structure except with the prior written approval of the Architectural Control Committee, and then only subject to the limitations of such approval, provided that this restriction shall not apply to temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of the main structure.

(4) No structure shall be occupied until the same has been substantially completed in accordance with the approved plans and specifications and a Certificate of Occupancy has been issued.

(5) All residential structures constructed on any residential Lot shall be constructed with a substantial quantity of new materials and no used residential structures shall be relocated or placed on any such Lot.

(6) The Owner shall maintain all Lots and all improvements located thereon, thereof in good condition and repair, and in accordance with County fire standards as not to create a fire hazard, all at the Owner's expense.

(7) No vehicles in excess of two (2) axles shall be permitted on the private roads of FROA except for incidental purposes.

(c) BUILDING LOCATION: No building or structure shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building requirements as set forth herein. No building or structure shall be located nearer than five (5) feet to any interior lot line. No building or structure shall be located nearer than ten (10) feet from any side street line

(d) MISCELLANEOUS STRUCTURES: No derrick or other structure designed for use in boring, mining, or quarrying for oil, natural gas, or precious minerals shall be erected, maintained or permitted upon any Lot within said Project.

(e) SUBDIVISION: Lots may not be subdivided or split under any conditions. It is not within the authority of this

document for any Owner to further subdivide a Lot or any portion of the subject Project.

(f) NUISANCES: No noxious or offensive activity shall be carried on upon any Lot or any portion of the Project, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. It is the intent of these restrictions to prohibit the storage of vehicles in such a manner as to be unattractive nuisances in the Project. No Owner shall violate the spirit of, or the intent to retain the best possible visual conditions in the Project. No trailer, travel trailer, camper, boat or vehicle shall be repaired or maintained on streets or driveways in an inoperable condition for periods in excess of seventy-two (72) hours. All dwellings, outside buildings, fencing and landscaping shall be maintained in an inoffensive and safe manner. The Architectural Control Committee will be empowered to remove such nuisances after two-third (2/3rds) of the Committee members so vote or after five (5) complaints in writing are received by the Committee from other Owners.

(g) SIGHT LINE LIMITATIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet from the intersection or a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain at heights, which cause obstruction of such sight lines.

(h) ACCESS: Each Owner of a residential Lot agrees for himself, his heirs, assigns, or successors in interest that he will permit free access by Owners of adjacent or adjoining Lots to slopes or drainage ways located on his property which affect said adjacent or adjoining Lots, when such access is essential for the maintenance of permanent stabilization of said slopes, or maintenance of the drainage facilities for the protection and use of property other than the Lot on which the slope or drainage way is located.

(i) ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP: The Architectural Control Committee shall be composed of not more than five (5) members of the Association who are physically residing within the Properties. A member not residing within the Project for more than ninety (90) days shall be required to resign from

the Committee. Terms of office of Committee members shall comply with Section 3, Paragraphs (a) through (c), inclusive, of this First Restated Declaration of Covenants, Conditions and Restrictions, or until removed by a general vote of property Owners. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither any member of the Committee, nor any designated representative, shall be entitled to any compensation for services performed pursuant to this First Restated Declaration. At any time, the then record Owners of a majority of the Lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

(j) ARCHITECTURAL CONTROL COMMITTEE MEETINGS: The Architectural Control Committee shall comply with the provisions of the "Common Interest Development Open Meeting Act" (California Civil Code Section 1363.05), as that statute may be amended from time to time, including, but not limited to, the requirement that a majority of Committee members may not meet to discuss business of the Architectural Control Committee without first providing the date, time, and location of said meetings a minimum of one week prior to any such meeting.

(k) ARCHITECTURAL CONTROL COMMITTEE PROCEDURE: The Architectural Control Committee's approval or disapproval as required in this First Restated Declaration shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, or in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. Any variance from these restrictions must be approved in writing by a unanimous vote of the Architectural Control Committee.

(l) ARCHITECTURAL CONTROL COMMITTEE - NO LIABILITY: Neither the Architectural Control Committee, nor any member thereof, shall be liable to the Association, or to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject any plans, drawings and specifications whether or not defective, (b) the construction of performance of any work, whether or not pursuant to approved plans, drawings and

specifications, (c) the development of manner of development of any property within the Project or, (d) the execution and filing of an estoppel certificate, whether or not the facts therein are correct; provided, however that such member has, with the actual knowledge possessed by him, acted in good faith.

(m) DRAINAGE: Each Owner of a residential Lot in said Project agrees for himself and his successors and assigns that he will not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots in the said Project, or that he will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his Lot. For the purposes hereof, "established drainage" is defined as that drainage, which existed and occurred at the time the Project was completed by the initial developer.

(n) UTILITIES: All utilities, including, but not limited to, electricity, water, gas, telephone, sewer, and cable television, shall be installed in the dedicated and non-dedicated streets within the Project at a distance of not more than ten (10) feet outside of the property lines of the Lots.

7. AUDIT.

Any Owner may at any time at his own expense cause an audit or inspection to be made of the books and records of the Association. The Board shall furnish all Owners of Lots within the Project with an independent annual report showing assets, liabilities, income and expenses within thirty (30) days from the completion thereof, or one hundred twenty (120) days from the close of each fiscal year adopted by the Board, whichever shall first occur.

8. AMENDMENT.

In no case shall there be an amendment to these restrictions, unless such amendment is approved by at least fifty-one (51%) percent of the Lot Owners without counting any unsold Lots owned by Declarant.

9. SUBDIVIDER'S GUARANTEE.

The Subdivider guarantees as follows:

(a) The Declarant shall pay all assessments which might be levied on the Lots remaining unsold until sold by the Declarant.

(b) To furnish a bond in favor of the Association to guarantee (a) above.

10. CONVEYANCE OF NON-DEDICATED STREETS ASSOCIATION.

The non-dedicated and dedicated but not accepted streets and drainage easements and fire protection facility easements (including easements for water well on Lot 92, and water storage tanks on Lots 55 and 103) within the Project conveyed to the Association by the Declarant. The Association has heretofore granted the power and authority to dedicate or transfer all or any part of the non-dedicated and dedicated but not accepted streets and drainage easements to any public agency or authority for such purposes and subject to such conditions as may be agreed upon by the Members of the Association, provided that no such dedication or transfer or determination as to the purposes or conditions thereof shall be effective unless (a) approved by a vote of at least two-thirds (2/3) of the voting power, (b) there is recorded therewith an instrument signed by the approving Members of the Association agreeing to such dedication, transfer, purposes or conditions, and (c) written notice of the proposed action is sent to every Member of the Association at least seven (7) but not more than sixty (60) days prior to such action.

11. BUILDING CONSTRUCTION.

The following listed Lots may be subject to flood hazard from sheet overflow up to a depth of six inches (6"):

- (a) Lots 23-45 inclusive.
- (b) Lots 47, 57, 58, and 60.
- (c) Lots 62-75 inclusive.
- (d) Lots 79-102 inclusive.
- (e) Lot 105.

(1) Floor elevations for all Group I Occupancies (dwelling) shall be a minimum of one foot (1') above established water depth at all points, as said depth is set forth above. In addition, the bottom of floor joists of wood floor

systems shall be a minimum of six inches (6") above said water depth.

12. TERM.

The provisions of this First Restated Declaration are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this First Restated Declaration is recorded, after which time said provisions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by majority of the then Owners of the Lots has been recorded agreeing to change said provisions in whole or in part.

13. ENFORCEMENT.

Enforcement of this First Restated Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the provisions hereof either to restrain such violation or to recover damages, only to the minimum extent required to comply with the provisions hereof. In the event that any person violates, or attempts to violate, any of the provisions hereof, it shall be lawful for any other person or persons owning real property situated in said Project to prosecute any proceeding at law or in equity against the persons or person violating or attempting to violate any such provisions.

14. SEVERABILITY.

Invalidation of any one of the provisions hereof by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. Breach of any of said provisions, or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said Lots or property, or any part thereof, but such provisions, restrictions or covenants shall be binding and effective against any Owner of said Lots, whether said Owner acquires title by foreclosure or otherwise.

IN WITNESS WHEREOF, the undersigned have executed this First Restated Declaration, this 8 day of Sept, 2000.

FAIRVIEW RANCHES OWNERS'
ASSOCIATION, INC.

By: Kim Rynders

Its: President

By: Victoria K. Jackson

Its: Secretary

CERTIFICATE OF OFFICERS

The undersigned, President and Secretary of Fairview Ranches Owners' Association, Inc., a California nonprofit corporation, do hereby certify, in accordance with Section 1355(a) of the California Civil Code, that the above and foregoing First Restated Declaration of Covenants, Conditions and Restrictions of Fairview Ranches Owners' Association, Inc., consisting of 18 pages, was duly adopted by the members of said corporation at a duly held meeting of said members held on June 3, 2000, by approval of a number or percentage of members equal to or in excess of that number or percentage required for approval of said amendment.

We declare under penalty of perjury under the laws of the State of California that the foregoing certificate is true and correct, and that this declaration is executed on Sept 8, 2000, at Tehachapi, California.

Kim Rynders
President

Victoria K. Jackson
Secretary

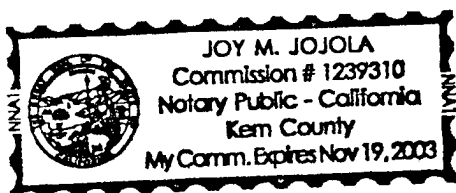
ACKNOWLEDGEMENT

State of California)

State of California, ss
County of Kern)

On Sept, 2____ before me, the undersigned, a notary public in and for the State of California, personally appeared Kim Rynders and Victoria K. Sackett personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Joy M. Jojola
Notary Public for the
State of California
My Commission expires on
11-19, 2003

FAIRVIEW RANCHES IS A PRIVATE TRACT WITH
A HOMEOWNERS ASSOCIATION GOVERNING BODY
COVENANTS, CONDITIONS AND RESTRICTIONS
PROTECT AND ENHANCE THIS COMMUNITY

ADHERENCE TO C.C. & R.'S AND BY-LAWS WILL
BE ENFORCED BY JUDICIAL PROCEEDINGS

AN ARCHITECTURAL COMMITTEE IS IN EFFECT
NEW CONSTRUCTION MUST BE APPROVED BY
THAT COMMITTEE PRIOR TO THE START OF ANY
CONSTRUCTION OR IMPROVEMENTS TO THE
PROPERTY

FOR MORE INFORMATION CONTACT:
FAIRVIEW RANCHES OWNERS ASSOCIATION
P.O. BOX 1024
TEHACHAPI, CA. 93561

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Fairview Ranches Owners Association
P.O. Box 1024
Tehachapi, California 93561

BOOK 6263 PAGE 0133

003123

1989 JUL 11 A 8:20

RECORDED BY GALE S. ENSTAD
KERN COUNTY CLERK-RECORDER

ORS 3.00

MOEP 1.00

REC.FE 1.00

CHECK 5.00

#294280 C001 R01 T11

AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
TRACT 3535, LOTS 1-113
TEHACHAPI, CALIFORNIA

This Declaration is made on the date hereinafter set forth by
CARL O. SCHATZ and RORY LEIFER, officers / members of the Board of Directors
of the Fairview Ranches Owners Association. That for the purpose of regulating
the utilities, use and occupancy of said tract of land, the Board of
Directors have adopted the following plan.

All utilities, including but not limited to electricity, water, gas,
telephone, sewer, and cable television, shall be installed in the dedicated
and non-dedicated streets to a distance of not more than ten feet outside the
property lines.

DATED:

7-6-89

CARL O. SCHATZ, President

RORY LEIFER, Secretary

STATE OF CALIFORNIA

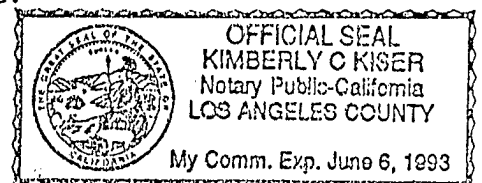
ss.

COUNTY OF LOS ANGELES

On this 6th day of July 89, 1989 before me, the undersigned, a Notary
Public in and for said County and State, personally appeared Carl O. Schatz
and Rory Leifer, personally known to me (or proved to me on the basis of
satisfactory evidence) to be the persons whose names subscribed to this
instrument and acknowledged that they executed the same.

Witness my hand and official seal.

Kimberly C. Kiser



RECORDING REQUESTED BY:

FAIRVIEW RANCHES OWNERS' ASSOCIATION, INC.

WHEN RECORDED MAIL TO:

FAIRVIEW RANCHES OWNERS' ASSOCIATION, INC.
POST OFFICE BOX 1024
TEHACHAPI, CA 93581

James Maples, Assessor-Recorder
Kern County Official Records

DOCUMENT #: 0201148163



0201148163

JASON
Pages: 2
10/05/2001
14:00:00

Fees.... 10.00
Taxes....
Other....
TOTAL
PAID.. 10.00

Stat. Types: 1

*Original CC & 252
amendments
filed 10/5/01*

**AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
TRACT 3535, LOTS 1-113
TEHACHAPI, CALIFORNIA**

This Declaration is made on the date hereinafter set forth by Jerry Negrete and Carol O. Schatz, officers/members of the Board of Directors of the Fairview Ranches Owners Association. That for the purpose of regulating the improvements, use and occupancy of said tract of land, the Board of Directors have adopted the following plan:

- 1.) Height restriction of twelve (12) inches above finish grade for exposed foundations for both slab and wood floor construction.
- 2.) Garages are to match the design, roof pitch, materials and colors of the primary residential dwelling. All other outbuildings are subject to the approval of the Architectural Committee. *Original Document 6/7/73 Book 4788*
- 3.) Minimum roof pitch of six (6) inches per running foot for houses and garages. *Pages 2015 thru 2030*
- 4.) The Association may impose reasonable monetary fines and penalties or other appropriate discipline for failure to comply with these rules or other Association documents.

DATED

8/24/01

*Prior Recorded Document:
0200113510 9/11/2000*

Carol O. Schatz
Carl O. Schatz

Jerry Negrete
Jerry Negrete

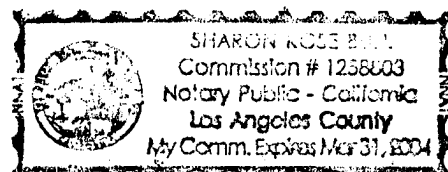
FAIRVIEW RANCHES OWNERS ASSOCIATION, INC.

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On 8/24/2001 before me, _____, Notary Public personally appeared Carol O. Schatz and _____ personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.



State of California
County of Kern

On Aug 30 2001 before me, Kelly N. Horton
(DATE) (NAME/TITLE OF OFFICER, i.e. "JANE DOE, NOTARY PUBLIC")

personally appeared _____
(NAME(S) OF SIGNER(S))

☐ personally known to me -OR- ☒

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



(SEAL)

Witness my hand and official seal.

Kelly N. Horton
(SIGNATURE OF NOTARY)

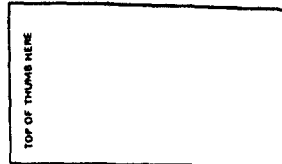
ATTENTION NOTARY

The information requested below and in the column to the right is OPTIONAL.
Recording of this document is not required by law and is also optional.
It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Amendment to Contract
Number of Pages 1 Date of Document 8/24/01
Signer(s) Other Than Named Above Carl A. Sahary

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)
☐ INDIVIDUAL(S)
☐ CORPORATE

OFFICER(S) _____ (TITLE)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY IN FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)
☐ INDIVIDUAL(S)
☐ CORPORATE

OFFICER(S) _____ (TITLE)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY IN FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))

WOLCOTT'S FORM 63240 Rev. 3-84 (price class 8-2A) © 1984 WOLCOTT'S FORMS, INC.
ALL PURPOSE ACKNOWLEDGMENT WITH SIGNER CAPACITY/REPRESENTATION/TWO FINGERPRINTS



RECORDING REQUESTED BY:

FAIRVIEW RANCHES OWNERS' ASSOCIATION, INC.

WHEN RECORDED MAIL TO;

FAIRVIEW RANCHES OWNERS' ASSOCIATION, INC.
POST OFFICE BOX 1024
TEHACHAPI, CA 93581

James Maples, Assessor - Recorder
Kern County Official Records

Recorded at the request of
Public

SOFIR
9/04/2002
8:47 AM

DOC#: 0202145011



Stat Types: 1 Pages: 2

| | |
|--------|---------|
| Fees | 10.00 |
| Taxes | 0.00 |
| Others | 0.00 |
| PAID | \$10.00 |

Original

/AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
TRACT 3535, LOTS 1-113
TEHACHAPI, CALIFORNIA

This Declaration is made on the date hereinafter set forth by Jerry Negrete and Carl O. Schatz, officers/members of the Board of Directors of the Fairview Ranches Owners Association. That for the purpose of regulating the improvements, use and occupancy of said tract of land, the Board of Directors have adopted the following plan:

DECLARED NUISANCE

The growth of grass, weeds, shrubbery and vegetation upon vacant and other lots and parcels of land and the streets abutting thereon, in the Fairview Ranches, during the summer season constitutes a fire menace and greatly increases the fire hazard in the county and is pursuant to the majority vote of the membership declared to be a nuisance.

RESPONSIBILITY

The owner, agent of owner and/or occupant of any lot or parcel of land within the limits of the Fairview Ranches shall cut and remove the weeds, grass, bushes and shrubbery, except ornamental bushes and shrubbery, growing thereon, or on adjacent and abutting streets between May 15th and June 15th of each year and shall, where the same grows a second growth, cut the same a second time during the summer and in case of failure to do so, said owner or owners shall be subject to fine and the Fairview Ranches may cause such vegetation to be cut and removed and the expense incurred on account thereof shall be chargeable as a lien upon said lot or parcel and/or attach expenditures to the yearly assessment as aforesaid.

NOTICE TO ABATE

The Board of Directors shall identify those vacant and other lots and parcels of land in violation of the declared nuisance and serve notice upon the owner, agent and/or occupant in person if found upon the premises. In the event said owner, agent and/or occupant cannot be found in person within the Fairview Ranches after reasonable diligence and inquiry, notice shall be sent to the last known Post Office address. If after ten (10) days from the giving of notice, such owner, agent and/or occupant, has failed to contact the Board of Directors concerning such notice and/or neglected to cut and remove such vegetation, the Board of Directors shall cause the same to be done and shall submit a verified itemized statement of the expenditure occasioned thereby and the Secretary of the Board shall cause this expenditure to be served upon the owner, agent, occupant and should the owner, agent or occupant subsequent to grievance fail to remit full reconveyance of expenditure the Board of Directors shall authorize a lien against the property and/or modify yearly assessment to include this expenditure.

Prior Recorded Document: #0201148163 October 5, 2001

DATED

8-5-02

Carl O. Schatz
Carl O. Schatz

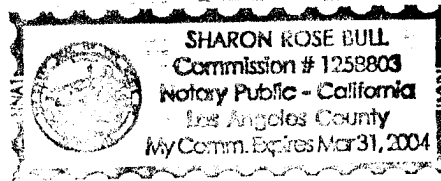
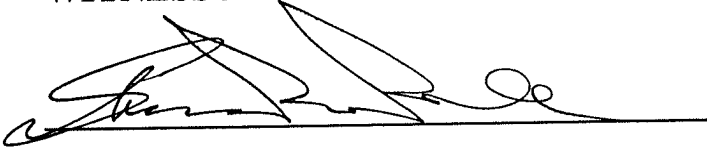
Jerry Negrete
Jerry Negrete

FAIRVIEW RANCHES OWNERS ASSOCIATION, INC.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On 8/1/2002 before me, SHARON ROSE BULL, NOTARY PUBLIC, Notary Public personally appeared Carl O. Schatz personally known to me to be the person whose names is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

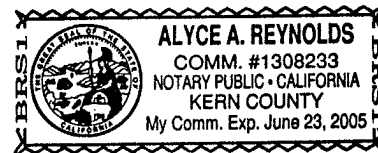
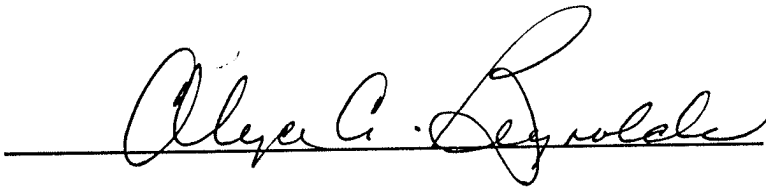
WITNESS MY HAND AND OFFICIAL SEAL.



STATE OF CALIFORNIA
COUNTY OF Kern

On Aug 5, 2002 before me, Alyce A. Reynolds Notary Public personally appeared Jerry Negrete personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.



RECORDING REQUESTED BY:

FAIRVIEW RANCHES OWNERS' ASSOCIATION, INC.

WHEN RECORDED MAIL TO;

FAIRVIEW RANCHES OWNERS' ASSOCIATION, INC.
POST OFFICE BOX 1024
TEHACHAPI, CA 93581

**AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
TRACT 3535, LOTS 1-113
TEHACHAPI, CALIFORNIA**

(Original Document 06/07/1973-Book 4788 Page 2015 thru 2030)

This Declaration is made on the date hereinafter set forth by Nancy Thompson and Paul Burgess, officers/members of the Board of Directors of the Fairview Ranches Owners Association. That for the purpose of regulating the improvements, use and occupancy of said tract of land, the Board of Directors has adopted the following plan:

DECLARED NUISANCE

- 1.) Wind turbines would be a noise and vibration nuisance, unsightly and could potentially obstruct the view of other homeowners.
- 2.) The aforementioned noted nuisance may be waived by the Architectural Committee. The waiver can only occur after requiring any homeowners wishing to install a wind turbine demonstrate the wind turbine does not create a nuisance for property owners within the FAIRVIEW RANCHES OWNERS' ASSOCIATION.
- 3.) To avoid being declared a nuisance, solar panels shall be approved by the Architectural Committee.
- 4.) The Association may impose reasonable monetary fines and penalties or other appropriate discipline for failure to comply with these rules noted in this document or other Association documents.

Dated 04/02/2009

**SEE ATTACHED
ACKNOWLEDGEMENT**


Nancy Thompson


Paul Burgess

FAIRVIEW RANCHES OWNERS' ASSOCIATION, INC.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Kern

On 3/27/09

Date

before me,

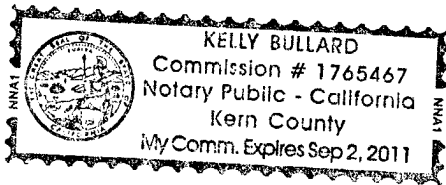
Kelly Bullard Notary Public

Here Insert Name and Title of the Officer

personally appeared

Nancy Thompson

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ ~~is~~~~are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Kelly Bullard

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment to Covenants

Document Date: _____

Number of Pages: 1

Signer(s) Other Than Named Above: Paul Burgess

Capacity(ies) Claimed by Signer(s)

Signer's Name: Nancy Thompson

☒ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

KERN

On 04-03-09 before me,

Date

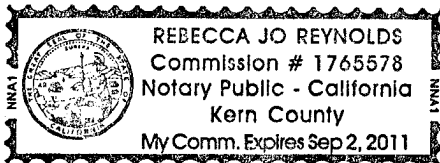
Rebecca Jo Reynolds Notary Public

Here Insert Name and Title of the Officer

personally appeared

PAUL BURGESS

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Rebecca Jo Reynolds

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: AMENDMENT TO CCR'S

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name:

- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RECORDING REQUESTED BY:

James W. Fitch, Assessor - Recorder
Kern County Official Records

PATTI
4/09/2009
11:09 AM

Recorded at the request of
Public

DOC#: 0209050505

Stat Types: 1 Pages: 4



| | |
|--------|---------|
| Fees | 18.00 |
| Taxes | 0.00 |
| Others | 0.00 |
| PAID | \$18.00 |

WHEN RECORDED MAIL TO
AND UNLESS OTHERWISE STATED BELOW,
MAIL TAX STATEMENTS TO:

Kenneth KNAPP
21300 Traveller Place
Tehachapi, Ca 93561

Space above this line for Recorder's use only

This page has been added to provide adequate space for recording information
(Additional recording fees apply)

DOCUMENT TITLE(S):

Amended CC R's