

CC&R'S FOR COMMERCIAL CENTER

TRACT 3402, LOT 527

RECORDING REQUESTED BY

First American Title Company
956940-PS

AND WHEN SUGGESTED MAIL TO

800-4799 PAGE 479

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Name
Street
Address
City &
State
Pine Mountain Club, Inc.
P.O. Box 380
Bakersfield, California
93302

Recorded By RAY A. VERCAMMEN, Kern Co. Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

THIS DECLARATION, made this 13th day of August, 1973, by
PINE MOUNTAIN CLUB, INC., a California corporation, hereinafter called "Declarant".

WITNESSETH THAT:

WHEREAS, Declarant is the owner of certain real property in Kern County,
California described as
Parcels 1 through 27 inclusive of Parcel Map No. 527, as per Map
thereof recorded August 9, 1973 in the Office of the County Recorder
of said Kern County in Book 6 of Parcel Maps, at pages 130 and 131.
herein called the "Tract"; and

WHEREAS, said Tract is one of several subdivisions as contemplated by Declarant in
the general development plan for the area known as Pine Mountain Club, and
described in that certain Declaration of Covenants, Conditions and Restrictions,
Tract No. 3402, herein called the "Declaration", recorded May 5, 1971, in the Office
of the County Recorder of said Kern County in Book 4521 of Official Records, at
page 675, and amendment thereto recorded June 23, 1971, in the Office of said
County Recorder in Book 4540 of said Official Records, at page 662; and

WHEREAS, said Tract is a re-subdivision of Lot 526 of Tract No. 3402, as per map
thereof recorded May 5, 1971 in the Office of the County Recorder of said Kern
County in Book 21 of Maps at pages 96 through 110 inclusive; and

WHEREAS, Declarant desires and intends by this Declaration to impose upon the
property within said Tract the mutual and beneficial restrictions, covenants,
conditions and charges provided for by this Declaration, which were not expressly
set forth or provided in said recorded Declaration, with the intent that this
Declaration will assure a general plan of improvement, maintenance, use and
development of the property within said Tract and will provide for the cooperative
management of the common area therein, all of which will benefit said Tract and
the owners of each and every portion thereof; and

WHEREAS, said Tract is comprised of:

- A. Parcels 1 through 26 inclusive, which are hereby designated as
"Building Sites", or "lot" or "lots",
- B. Parcel 27, which is hereby designated as the "Common Area".

NOW, THEREFORE, Declarant hereby declares that all of said Tract shall be held,
conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved,
subject to the following limitations, restrictions, covenants and conditions, all
of which are declared and agreed to be in furtherance of a plan for the improve-
ment and sale of said real property which was contemplated by said recorded
"Declaration". All of the limitations, covenants, restrictions and conditions

herein contained shall run with said Tract and shall be binding on all parties having or acquiring any right, title or interest in said real property or any part thereof, and shall be for the benefit of each owner of any portion thereof, or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof.

1. Unless the context otherwise specifies or requires, the terms defined in this paragraph shall, for all purposes of these covenants and restrictions, have the following meanings;

a. Association. The term "Association" herein shall mean the Pine Mountain Club Commercial Property Owners Association, or its successor.

b. Association Rules. The term "Association Rules" shall mean the rules from time to time in effect, pursuant to the provisions of the By-Laws of the Association.

c. Board. The term "Board" shall mean the Board of Directors of the Association.

d. By-Laws. The term "By-Laws" shall mean the By-Laws of the Association, as such By-Laws may from time to time be amended.

e. Association Property. The term "Association Property" shall mean and include collectively, all real and personal property, the "Common Area" including roads, conveyed to the Association by Declarant and any other facilities owned and maintained or controlled for the common use, benefit and enjoyment of the owners of real property within said Tract.

f. Restrictions. The term "Restrictions" shall mean the limitations, restrictions, covenants, terms and conditions set forth herein as same may from time to time be amended, supplemented and modified.

g. Environmental Control Committee. The Term "Environmental Control Committee" shall mean the Committee created pursuant to paragraph 2.

h. Fiscal Year. The term "Fiscal Year" shall mean the twelve month period commencing each July 1 through June 30.

i. Improvements. The term "Improvements" shall mean buildings, roads, pools, courts, driveways, parking areas, fences, retaining walls, stairs, decks, landscaping, poles, signs, and in general, structures of any type or kind upon and within said Tract.

j. Notice. The term "notice" shall mean a notice delivered pursuant to paragraph 25 following.

k. Owner. The term "Owner" shall mean the person or entity holding the fee ownership of a Building Site or lot.

l. Road. The term "Road" shall mean any vehicular way designated on said map by name and as "Not a Dedicated Street". The term "Not a Dedicated Street" shall refer to a parcel of land or non-exclusive easement not owned by the County, a City or the State or Federal Governments, and which is not offered for dedication to public use and shall be used for access to the lots within the Tract.

m. Structure. The term "structure" shall mean anything constructed or erected, the use of which requires location on the ground.

n. Water Company. The term "Water Company," shall mean the
Nil Potrero Mutual Water Company

2. No building, improvement, landscaping or structure shall be constructed, erected, altered, remodeled, placed, maintained or be permitted to remain on any lot in the Tract or any portion thereof unless and until two (2) complete sets of plans and specifications therefor, including, finished grading plans, plot plan showing location of such structure on the lot, floor and room plan, exterior elevations, sections and salient exterior details and color scheme, including the type and location of septic system and leach lines and landscaping; and the location of all existing trees and shrubs shall have been submitted to and approved in writing by any two (2) members of the Environmental Control Committee consisting of:

Mel Jans, 5405 Stockdale Highway, Bakersfield, California
 Steven John Thomas, 5405 Stockdale Highway, Bakersfield, California
 S. G. Ladd, 5405 Stockdale Highway, Bakersfield, California

which Committee shall act until such time as the powers and duties thereof shall be transferred to the Association, set forth herein and specifically in the By-Laws. Declarant shall have the right, upon death or resignation of any or all members of said Committee, to appoint a successor or successors to fill the vacancy created thereby.

Said plans and specifications shall be delivered to the office of Pine Mountain Club, Inc., 5405 Stockdale Highway, Bakersfield, California, or at such other place as shall be designated by Declarant, together with a checking fee therefor.

3. The Environmental Control Committee shall have the power and authority to approve or disapprove the plans and specifications, and approval of such plans, specifications and plot plan may be withheld not only because of noncompliance with any of the specific covenants, conditions and restrictions contained in this Declaration, but also by the reasonable dissatisfaction of the Committee with the grading plan, location of the structure on the lot, the finished ground elevation, the color scheme, finish, design, proportions, architecture, shape, height and style of the proposed structure or altered structures, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee, will render the proposed structure inharmonious or out of keeping with the general plan of improvement of said Tract or with the structures erected on other Building Sites in the said Tract or the failure to adapt to the natural surroundings. Said Committee may, if it so desires, adopt rules governing its procedure.

a. The approval of the Committee of any plans or specifications submitted for approval as herein specified for use on any lot shall not be deemed a waiver by the Committee of its right to object to any of the features or elements embodied in such plans and specifications submitted for approval as herein provided for use on other Building Sites.

b. If the Committee fails to approve or disapprove such plans and specifications and plot plan within thirty (30) days after said plans, specifications and plot plan have been submitted to it, and payment of the fee provided for herein, it shall be presumed that the Committee has approved said plans, specifications and plot plan as submitted. If, after such plans and specifications and plot plan have been approved, the building, or other structure shall be altered, erected or maintained upon the Building Site otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee having been obtained as required by this Declaration.

c. If the owner of any Building Site should desire to install thereon any building, structure or improvement so close to any boundary line of such lot that it or part thereof would extend beyond the boundary of said Building Site, he may present a plat of the proposed location thereof and the full plans and specifications therefor to said Environmental Control Committee, together with such data as may be required by such Committee. If said Committee should in its discretion determine that the desired location is of prime importance to the convenient and beneficial use of such lot and that, in the light of the other circumstances, including the proposed plan, such building structure or improvement so located will not be unduly detrimental to said Tract in general or to adjoining properties in particular and if such Committee should approve in writing the proposed location thereof and the plans and specifications therefor, then and in such events, the erection and maintenance of such building, structure or improvement on such approved location and in accordance with such approved plans and specifications may be effected notwithstanding the limitations expressed herein. Provided, further, that such approval by said Committee shall not relieve the owner from obtaining the consent and approval, when necessary, of the appropriate department or commission of the County of Kern.

d. In the event that the proposed structure exceeds one (1) story in height and therefore would require additional parking as provided by county ordinance, said owner shall make the necessary provisions therefor, with approval from the Committee and thereafter pay all costs for the construction of said additional parking area.

e. The Committee shall have all duties and powers to enforce the provisions of these covenants until such time as said duties and powers are transferred to the Association as herein provided.

f. Fees may be charged by said Committee for applications submitted to it, but in no event shall any such fee exceed the sum of \$150.00

g. Said Committee shall act in its full capacity as herein provided until ninety (90) percent of all lots in the Tract are sold or for a period of three (3) years from the date hereof, whichever of said events occurs first, at which time such powers shall be transferred to the Association.

4. No building except one of a commercial nature as described in or allowed by the Zoning Ordinance of Kern County in the classification described as C-2-PD, shall be erected, maintained or permitted on any "Building Site" in said tract. Individual sewage disposal systems will be permitted on the "Common Area" provided, however, having first obtained a permit therefor from a duly authorized public agency acting for and on behalf of Kern County Service Area No. 40; such permit to be issued subject to the approved location, design and construction thereof.

5. No building of any kind shall be erected, maintained or permitted on the Common Area, except one which is constructed and used for the exclusive benefit of all owners within the Tract and approved in writing by the Environmental Control Committee; provided, however, nothing herein contained shall be construed to prevent the construction of a porch, deck or awning upon or within the Common Area as an addition to a structure built upon a Building Site, if approved pursuant to paragraph 3(c) hereof.

6. There shall be no judicial partition of the Common Area, nor shall Owner or any person acquiring any interest in this subdivision or any part thereof seek any judicial partition thereof; provided, however, that if any "Building Site" shall be owned by two or more co-tenants as tenants in common, or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition of the ownership thereof as between such co-tenants.

7. No house trailer and no temporary building of any nature shall be built, erected, placed or maintained on any lot or the Common Area, except that, for the duration of construction of permanent improvements on any lot, and with the approval in writing by the Environmental Control Committee, a temporary tool and storage building, not to exceed 150 square feet of floor area, will be permitted on such lot or the adjacent Common Area.

8. No sign, symbol or advertisement of any kind shall be displayed to the public view on or from any "Building Site" or the "Common Area", without the prior consent of the Environmental Control Committee.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any "Building Site" or in the "Common Area".

10. No noxious or offensive activity shall be carried on, in or upon any lot in said Tract, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners. Without limiting the generality of the foregoing, nothing shall be permitted which is or may become a source of annoyance or which interferes with the peaceful possession and proper use of any part of the Tract by the owners or occupants thereof.

11. In the event of damage to or destruction of any building or other structure on any lot, whether by fire or other casualty, the owner or owners thereof shall repair or reconstruct the same as soon as reasonably practicable, and substantially in accordance with the originally approved plans and specifications therefor; and any such building or structure shall be restored so that the exterior appearance thereof shall substantially resemble its appearance in form and in color prior to such damage or destruction. Notwithstanding such requirement, however, any such owner may request permission from the Environmental Control Committee to so reconstruct or repair under new or changed plans and specifications, and said Committee may grant such requests if, in its opinion, the proposed change or deviation will benefit or enhance the Tract in a manner not inconsistent with buildings on adjacent lots. Should said Committee fail to object to or disapprove such new or changed plans and specifications within thirty (30) days after its receipt thereof, the approval of said Committee thereto shall be conclusively presumed.

12. The Association, or its duly authorized agents, shall have the right at any time, without liability to the owner, to enter upon any lot for the purpose of enforcing these covenants and restrictions.

13. No improvement, excavation, fill or other work which in any way alters any lot from its natural or improved state existing on the date such lot was first conveyed in fee by Declarant to an owner shall be made or done except upon strict compliance with the provisions hereof.

14. Each Building Site and all improvements located thereon, shall be maintained by the owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at owner's expense.

15. Vegetation within any lot shall be planted and maintained in such a manner as to prevent or retard erosion and to encourage the growth of indigenous ground cover.

16. All garbage, rubbish, and trash shall be kept in covered containers and screened from public view. In the event such containers are located so as to be visible to or located upon Association Property, storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with Association rules.

17. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any lot and no derrick, structure, pump or equipment designed for use in drilling for or pumping oil or natural gas shall be erected, maintained or permitted on any lot.

18. There shall be no hunting or discharge of firearms on any lot.
19. Natural surface drainage shall be maintained to permit the natural flow of surface water upon and across the lot in time of storm to avoid damage to the other properties.
20. The owner of each lot shall keep such lot free and clear of all weeds and rubbish and do all other things necessary or desirable to keep the premises neat and in good order, and it is hereby agreed that in the event of the default in the performance of this covenant, Declarant, its successors or assigns, hereby reserve the right to enter upon such property and remove all weeds and rubbish and do all other things necessary to place said property in a neat and orderly condition in accordance with this covenant, and the expense thereof shall become due and payable from such owner of said lot, within five (5) days after written demand therefor.
21. The owner of a lot in said Tract shall not and shall not permit any agent or employee of owner to remove, destroy or materially change the shape of any trees or shrubs growing on said Tract without the written consent of the Environmental Control Committee.
22. All owners of each and every "Building Site" in the Tract shall have the right and privilege, in common, in and to a nonexclusive easement on and over that portion of the "Common Area" designated as a Parking Area, for the parking of motor vehicles, driveway purposes and for ingress and egress to and from the "Building Sites" and the public streets adjacent to such Tract. Such right shall extend only to invitees of Owners. Invitees shall be construed to mean the customers, prospective customers and employees of the owners and lessees, sublessees, licensees who may occupy said "Building Sites".
 - a. Nothing herein contained shall be construed to grant permission for the use of any portion of the "Common Area", to anyone other than those persons whose activities are related to the business conducted upon the land within the Tract. Provided, however, that the foregoing will not preclude the granting of sewer and public utilities easements or the operation and maintenance of same upon all of said "Common Area".
 - b. No fee or other charge shall be levied for the use of the said Parking Area.
 - c. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on the Common Area, without the prior written consent of the Association. No Owner shall permit anything to be done or kept on his Building Site or in the Common Area which will result in the cancellation of insurance on any Building Site or any part of the Common Area, or which would be in violation of any law.
23. The following restrictions shall apply to all Association Property conveyed by Declarant to the Association.
 - a. The following persons shall have the exclusive right of use of Association Property: (except Roads as defined in paragraph 1 herein)
 - a.1 Owners of property in the Tract, the families, invitees, guests, employees and agents of such owners; and
 - a.2 Declarant, its invitees, guests, employees, and agents, and its successors and assigns, while Declarant, its successors or assigns, are engaged in the development and sale of property within the Tract; and
 - a.3 The Association, for maintenance purposes (including the maintenance of Roads); and

a.4 The Association and its members, guests, sublessees, tenants, concessionaires, invitees, employees, and agents; and

a.5 Such other persons or entities as the Association shall from time to time grant the right of use.

b. The use of Association Property shall be subject to rules and regulations as are prescribed by the Association from time to time.

c. The use thereof shall be subject to such easements and reservations of rights of Declarant referred to herein and the right of any owner of a lot to use a portion of Association Properties for the location, construction and maintenance of a septic tank and disposal facility together with a leach line or leaching field required to serve said lot. In addition thereto, each owner of a Building Site shall have the right to construct a porch, deck or awning on a portion of the Common Area adjacent to such Building Site.

d. There shall be no use of Association Property which injures, erodes, or scars the area of the vegetation thereon, or increases the cost of maintenance thereof, unless expressly permitted by the Association.

e. With the exception of the Water Company, the Association, or an Owner of a lot as herein provided, or a public utility or governmental agency (by right of easement), no person shall have the right to construct any improvement upon, or shall make or create any excavation or fill upon, or shall change the natural or existing drainage of, or shall destroy or remove any tree, shrub, or other vegetation, from, or plant any tree, shrub or other vegetation upon Association Property.

f. If the Association, or any person or entity (with the exception of Declarant prior to the conveyance of said property to the Association) proposes to construct or reconstruct, or to refinish or alter the exterior of, any improvement located or to be located upon the Association Property, to make or create any excavation or fill, or to change the natural or existing drainage of surface waters, or to remove any trees, shrubs, or ground cover, it shall not do so until a permit has been obtained from the Environmental Control Committee. The Association, person or entity proposing to do such work shall submit to the Environmental Control Committee for approval two sets of final plans and specifications for any such work in such form and containing such information as the Environmental Control Committee may require. The Environmental Control Committee shall approve the plans and specifications submitted to it pursuant to this paragraph only if all of the following conditions have been satisfied:

f.1 If the plans are to construct any new improvement, including any alteration of the exterior appearance of any existing improvement upon the Association Property, the Environmental Control Committee finds that such improvement complies with these covenants and restrictions; and

f.2 That such improvement is reasonably necessary for any utility installation serving any property within the Tract, or any property for which an easement has been reserved or granted by Declarant or the Association; or is desirable in order to provide or improve access to or to enhance the use and enjoyment of any such property; or is desirable to protect or preserve any property within the Tract; and

f.3 The Environmental Control Committee finds that the proposed work shall not materially prejudice the Tract or any owner in the use and enjoyment of this property.

24. The Association.

a. The Association is a non-profit association charged with the duties and empowered with the rights set forth herein and in its By-Laws. It was created by and its affairs shall be governed by said By-Laws and by these covenants and restrictions.

b. There shall be one membership in the Association appurtenant to each lot, ("Building Site"). No membership may be severed or separated from such lot and any sale, transfer or conveyance thereof shall operate to transfer the appurtenant membership without the requirement of express reference thereto. Each such membership shall entitle the holder or holders to one (1) vote in the exercise of its rights under the terms hereof.

c. The Association, in fulfilling any of its duties, under these covenants and restrictions, shall:

c.1 Contract and pay for, or otherwise provide for, the maintenance, restoration and repair of all Association Property.

c.2 Obtain, maintain, and pay for such insurance policies or bonds, as the Association shall deem to be appropriate for the protection or benefit of the Association, the members of the Board, the members of the Environmental Control Committee, or owners, including, but without limitation, workmen's compensation insurance, malicious mischief insurance, automobile non-ownership insurance, public liability and property damage insurance, and performance and fidelity bonds.

c.3 Contract and pay for, or otherwise provide for, such utility services to property which it leases or owns, including, but without limitation, water, sewer, garbage, electrical, telephone and gas services, as may from time to time be required.

c.4 Contract and pay for, or otherwise provide for, the services of architects, engineers, attorneys and certified public accountants and such other professional and nonprofessional services as the Association deems necessary.

c.5 Contract and pay for, or otherwise provide for, fire, police and such other protection services as the Association shall from time to time deem necessary for the benefit of the Association Property.

c.6 Contract and pay for, or otherwise provide for, such materials, supplies, furniture, equipment, and labor, as and to the extent the Association deems necessary.

c.7 Pay and discharge any and all liens from time to time placed or imposed upon property of the Association on account of any work done or performed by the Association in fulfillment of any of its duties.

c.8 If requested, or in its sole judgment be deemed required, maintain all septic tanks, disposal systems and leach lines or leaching fields constructed on Association Property pursuant to the terms hereof and assess the cost therefor against the lot or lots served by such facility.

c.9 The Association may, from time to time, employ the services of a manager to manage the affairs of the Association and, to the extent not inconsistent with the laws of the State of California and upon such conditions as are otherwise deemed advisable by the Association, the Association may delegate to the manager any of its powers under these restrictions.

c.10 The Association shall have the power and authority from time to time to pay, compromise or contest any and all taxes and assessments levied against all or part of any property belonging to the Association.

c.11 The Association may, from time to time and subject to the provisions of these covenants and restrictions adopt, amend and repeal rules and regulations to be known as "Association Rules" governing, among other things: (1) the use of Association Property owned and/or leased by the Association, (2) the collection and disposal of refuse, (3) other activities in the Tract which would effect the peace and enjoyment of the owners or occupants thereof.

c.12 No member of the Board shall be personally liable for any error or omission of the Association, its representatives and employees, the Environmental Control Committee, or the manager, provided the action or inaction of the member has been in good faith.

c.13 The Association shall have an operating fund, into which the Association shall deposit all monies paid to it as general assessments and special assessments hereunder, user charges paid by users of Association operated Association Property, miscellaneous fees, and other income to the Association. The Association shall make all disbursements in performing the functions of the Association from this fund.

c.14 Have the exclusive right to grant and collect fees for such easements and licenses to public utility companies as may be reasonably necessary for the installation of utility facilities within Association Property, whether such facilities shall be for service exclusively to the Tract or otherwise.

c.15 Provide for posting of signs in accordance with Section 5838 (b) of Ordinance Number G-1120, Kern County, California.

c.16 To enter into contracts with associations or corporations of property owners of neighboring subdivisions for joint maintenance of all roads aforementioned.

c.17 Maintain and repair any building or structure erected on any "Building Site", if such maintenance or repair is reasonably necessary in the discretion of the Association to protect the Common Area or preserve the appearance and value of the Tract, and the Owner or Owners of said "Building Site" have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said Owner or Owners, provided that the Association shall levy a special assessment against such "Building Site" for the cost of said maintenance or repair.

The Association shall not have the power to sell or otherwise convey any Association Property except as hereinabove provided.

d. Within thirty (30) days prior to the commencement of each fiscal year the Board of Directors of the Association shall estimate the costs and expenses to be incurred by the Association during such fiscal year in performing its functions (including a reasonable provision for contingencies and replacements) and shall subtract from such estimate:

d.1 An amount equal to the anticipated balance (exclusive of any reserves for contingencies and replacements) in the operating fund at the start of such fiscal year; and

d.2 The estimated receipts for all user charges, miscellaneous fees and other income to be collected by the Association during the next fiscal year.

e. The net estimate of the amount required by the Association as determined pursuant to paragraph 24d above, shall be assessed equally against each "Membership" as defined in paragraph 24b above.

e.1 Assessments shall be levied as of the first day of each fiscal year.

e.2 If at any time during any fiscal year, the general assessment proves to be inadequate, the Association may levy a further general assessment against said owners in the amount of such actual or estimated inadequacy, which shall be assessed to the owners in the manner set forth above.

e.3 The general assessment shall be due and payable on or before the first day of July of each year unless the Association shall designate a different due date.

e.4 The Association shall levy a special assessment against any owner described herein as a direct result of failure to comply with these restrictions, the association rules, or the Environmental Control Committee, and the Association expended monies from the operating fund in the enforcement of same. Such special assessment shall be in the amount so expended, and shall be due and payable to the Association when levied.

e.5 It is understood that no charge or assessment shall ever be levied against or payable by the Association upon its ownership within the Tract.

f. Each assessment shall be a personal obligation of the owner against whom it is assessed. If the owner does not pay such assessment when due, the owner shall be deemed to be in default and the amount of the assessment not paid, plus interest at nine (9) percent per annum on the unpaid balance, and costs including reasonable attorney's fees incurred in collection, shall become a lien upon the lot and ownership thereof, subject to all remedies provided by law for the enforcement of such assessment obligation.

g. Notwithstanding any other provisions hereof, any lien created hereunder upon any ownership shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage or deed of trust (meaning a mortgage with first priority over other mortgages or deeds of trust) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage or deed of trust there may be a lien created pursuant to the terms hereof on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

h. Declarant guarantees that in conformance with the ordinances of Kern County, should any lot owner be in default in the payment of any assessments as herein provided, prior to the sale of the majority of the lots within the Tract, then, in such event, the Declarant shall pay to the Association any such delinquencies; and in addition thereto, Declarant shall pay all assessments which might be levied by the lots remaining unsold until sold.

25. Any notice or any other document permitted or required by these restrictions to be delivered may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: if to the Association or to the Environmental Control Committee, at P. O. Box 380, Bakersfield, California 93302; if to an owner, at the address from time to time given by such owner to the Association for the purpose of service of such notice, or, if no such address has been so given, then at any lot within the development owned by the owner; if to Declarant, at P. O. Box 380, Bakersfield, California 93302 provided, however, that any such address may be changed from time to time by any owner, or by Declarant, by notice in writing delivered to all owners.

26. The covenants, conditions and restrictions herein contained shall run with the Tract and every part thereof, and shall be binding and in force and effect until December 31, 2000, for the mutual benefit of all the lots in said Tract.

a. At any time prior to December 31, 2000, the owners of record of lots in said Tract, subject to this declaration, having an aggregate area equivalent to not less than fifty-five (55) percent of the total area of all of the Building Sites, may extend the term during which said covenants, conditions and restrictions shall bind and affect said Tract to December 31, 2015, by executing and acknowledging an instrument in writing to that effect which shall be duly recorded with the County Recorder of Kern County, California.

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

27. Deeds of conveyance for a lot may contain the above restrictions by reference to this document, but whether or not such reference is made in such deeds or any thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator; provided, however, that a violation of these restrictive covenants or any one or more of them, shall not defeat or render invalid the lien of any mortgage or deed of trust now of record, or which hereafter may be placed of record, upon said lots or any part thereof made in good faith and for value.

28. Enforcement of each covenant set forth in these restrictions shall be the right of each property owner in this Tract, either to enforce these covenants through due process of law or in equity against any person, persons, firm or corporation violating or attempting to violate any covenant, either to restrain violation or to recover damages. In addition, such enforcement shall be a right of the Environmental Control Committee until such time as it relinquishes its power to the Association and shall have the same rights as any other property owner for enforcement of these restrictions.

29. All rights, powers, duties, privileges and reservations by Declarant and the Environmental Control Committee shall be transferred to the Association, as provided in subparagraph 3.g hereof, by the recordation of an instrument of transfer recorded in the Office of the County Recorder of said Kern County, and the Association shall thereupon assume all thereof; provided, however, that Declarant may, at its election, effect such transfer at any time theretofore.

30. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

31. All the provisions hereof shall supersede and be superior to the provisions of any lease, sublease or contract affecting the lands covered hereby.

32. Except as otherwise provided herein, the provisions of these restrictions may be amended by an instrument in writing signed and acknowledged by record Owners having fifty-five (55) percent of the total lot ownership subject hereunder, exclusive of the ownership of Declarant herein, which amendment shall be effective upon recordation in the Office of the Recorder of the County of Kern.



PINE MOUNTAIN CLUB, INC.

By Melvin Jans
Vice President

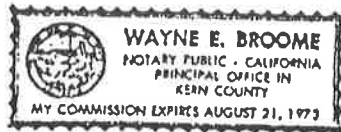
and by Leon J. McDonough
Assistant Secretary

STATE OF CALIFORNIA)
COUNTY OF KERN) ss.

On this 13th day of August, 19 73, before me, Wayne E. Broome,
a Notary Public in and for said County and State, personally appeared,
Melvin Jans and Leon J. McDonough, known to me to be the
Vice President and Assistant Secretary, respectively, of
PINE MOUNTAIN CLUB, INC.

the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Wayne E. Broome
Notary Public in and for said County
and State