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JOHN B. LINFORD

WHEN RECORDED MAIL TO:

John B. Linford, Esq.  
Attorney at Law  
1701 Westwind Drive, Suite 208  
Bakersfield, CA 93301

James Maples, Assessor-Recorder  
Kern County Official Records

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Pages: 19  
1/19/2000  
12:28:08

DOCUMENT #: 0200006894



\*0200006894\*

Fees..... 61.00  
Taxes....  
Other....  
TOTAL  
PAID... 61.00

Stat. Types: 1

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SECOND AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
PINON PINES ESTATES LOT OWNERS CORPORATION  
SUCCESSION TO PINON PINES DEVELOPMENT COMPANY

TITLE OF DOCUMENT



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**SECOND AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
PINON PINES ESTATES LOT OWNERS CORPORATION  
SUCCESSOR TO PINON PINES DEVELOPMENT COMPANY**

THIS DECLARATION is made by PINON PINES ESTATES LOT OWNERS CORPORATION, hereinafter referred to as the "Declarant" or the "Association" concerning that certain real property described as Tract No. 3348, as per map recorded in Book 19, pages 163 to 168, inclusive, and Tract 3420, as per map recorded in Book 24, pages 101 and 102, inclusive, of Maps, in the Official Records of the County of Kern, State of California (sometimes collectively referred to herein as the "Development"), for the purpose of amending the original Declaration of Covenants, Conditions and Restrictions dated October 27, 1972 and recorded in Book 4739, pages 341 through 352, as amended by Declaration recorded on August 10, 1987 in Book 6036, page 225, as further amended by Declaration dated September 18, 1991 and recorded on September 27, 1991 in Book 6574, pages 1068 through 1079, all in the Official Records of the County of Kern, State of California. The term "Development" shall also include any additional real property that is hereafter annexed to the real property described herein and made subject to this Declaration pursuant to Section 15 hereof.

**WITNESSETH:**

**WHEREAS**, Declarant is the PINON PINES ESTATES LOT OWNERS CORPORATION which intends to impose thereon certain beneficial restrictions upon a general plan of improvement for the benefit of said property; and

**WHEREAS**, it is the intention of Declarant and Declarant's predecessors, including the original developer of the Development, that all of the said real estate be held, conveyed, encumbered, used and improved as a planned development encompassing non-dedicated roads and drainage easements, subject to the covenants, conditions and restrictions contained in the Declaration, all of which are in furtherance of a plan for the

use and improvement of said property; and

**WHEREAS**, all of the covenants, conditions and restrictions contained herein shall run with the land and shall constitute equitable servitudes and real covenants and be binding on all of the above-described real property and all other property made subject to this Declaration and shall be binding on all parties having or claiming in any manner whatever any right, title or interest in said property or any part thereof;

**NOW, THEREFORE**, in consideration of the foregoing, Declarant hereby declares as follows:

1. COVENANTS, CONDITIONS & RESTRICTIONS. The following covenants, conditions and restrictions shall apply to the use and enjoyment of each Lot in the above-described tracts and shall run with the title to said property and each portion thereof.

## I.

### DEFINITIONS

A. Association Property. The term "Association Property" shall mean and include collectively all real and personal property, including roads, owned, maintained, or controlled by the Association for the common use, benefit and enjoyment of the owners of the real property within the Development.

B. Lot. The word "Lot" shall mean any lot or parcel designated on any final and duly recorded map within the meaning of the provisions of the Subdivision Map Act, commencing with Section 66410 of the Government Code of the State of California, or any final and duly recorded record of survey map within the meaning of the provisions of the Professional Land Surveyors' Act, commencing with Section 8700 of the Business and Professions Code of the State of California, as such provisions may from time to time be amended.

C. Subdivision Map. The term "Subdivision Map" shall mean and refer to that certain subdivision map for Tract No. 3348 recorded in Book 19, pages 163 to 168, inclusive, of Maps, and that certain subdivision map for Tract No. 3420 recorded in Book 24, pages 101 and 102, inclusive, of Maps, all in the Official Records of the County of Kern, State of California.

## II.

### USES OF PROPERTY

A. Except as otherwise herein provided, all Lots in the Development shall be known and described as residential Lots and shall be used for single family residence purposes only.

B. No timber shall be cut from the land except that which is necessary to locate and construct roads or residential buildings or is diseased or dead.

C. No mining, milling, quarrying or drilling operations shall be conducted upon any Lot in said tract.

### III.

#### GENERAL BUILDING RESTRICTIONS

A. No outside buildings of any kind shall be used for living purposes during the construction of a permanent residence with the exception of self-contained motor homes and trailers, which shall be maintained on any Lot or portion thereof for a period of no more than one year. Such temporary residences may only be placed on the Lot after a building permit has been issued by Kern County.

B. The construction of any building or structure shall be prosecuted with reasonable diligence continuously from the time of original commencement until fully completed.

C. No building used for residential purposes shall contain less than 750 square feet of living area, excluding porches and garages, and each such building shall comply with all requirements of applicable building codes.

D. All buildings or other structures must be constructed from new materials.

E. All buildings shall be constructed in accordance with local building ordinances.

F. No building or any part thereof shall be erected or maintained on any Lot nearer than 25 feet to the principal frontage property line, or nearer than 10 feet to the rear line, or nearer than 5 feet to any sideline.

G. No construction, alteration, modification, improvement or occupancy of any Lot shall be done in any manner which interferes with or otherwise impedes the drainage easements or road easements shown on the Subdivision Map. Any culverts installed on or adjacent to a Lot must be of sufficient size and capacity to ensure that water does not flow onto or over the roads in the Development.

2. NATURE OF COVENANTS, CONDITIONS & RESTRICTIONS. Each and all of the covenants, conditions and restrictions set forth herein is and are for the benefit of each owner of each Lot, or any interest therein, and each and all of said covenants,

conditions and restrictions shall inure to and pass with each and every Lot or portion thereof and shall apply to and bind the respective successors-in-interest of each owner. Every act or omission whereby any covenant, condition or restriction is violated in whole or part is declared to be and shall constitute a nuisance and may be abated by Declarant or its successors-in-interest, and/or by the owners of any Lot, and such remedy shall be deemed cumulative and not exclusive. The failure by any of the aforementioned or their legal representatives, heirs, successors or assigns to enforce any of said conditions, covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

3. VALIDITY. If any part of these covenants, conditions and restrictions is declared invalid or unenforceable, it shall not affect the remaining portions thereof, and Declarant herewith affirms that this Declaration would have been effected irrespective of the invalidity or unenforceability of any part thereof.

4. DURATION. These covenants, conditions and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date of recordation hereof, and shall be automatically renewed for successive periods of ten years unless the property owners shall act to alter, revise or terminate them at the end of any such periods in accordance with the requirements of Section 11 of this Declaration.

5. NON-DEDICATED STREET. Any vehicular way designated on a subdivision map by street name and as a "non-dedicated street." The term "non-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 only for access to Lots within the subdivision itself, or parcels adjacent thereto.

6. PROPERTY OWNERS' ASSOCIATION. The owners of Lots within the Development shall comprise an incorporated association named "PINON PINES ESTATES LOT OWNERS' CORPORATION." Each owner of a Lot shall be a member of the Association. Annual and special meetings of owners shall be held in accordance with the provisions of this Declaration and the Association's Bylaws. In any such meeting the presence of owners, in person or by proxy, entitled to vote and holding a majority of the total votes of the Association membership shall constitute a quorum. If a quorum is not achieved at a meeting, such meeting shall be immediately adjourned to a second meeting at which time the presence, in person or by proxy, of owners holding one-third (1/3) of the total votes of the Association membership shall constitute a quorum. Each owner shall be entitled to one (1) vote for each Lot owned.

(a) Annual Meeting. The Members shall meet annually during the month of May at the principal office of the PINON PINES ESTATES LOT OWNERS CORPORATION or at such other time and place fixed by the Board for the purpose of electing Directors and transacting such other business as may come before the meeting.

(b) Election of the Board of Directors. At the annual meetings, the owners shall elect a Board of Directors commensurate with the vacant positions for the forthcoming year. The total Board shall consist of five (5) owners. Each Director shall be a member of the Association. Directors shall be eligible for re-election without limitation on the number of terms they may serve, provided that they continue to meet the qualifications thereof. The person or persons receiving the most votes shall be elected.

(c) Special Meetings. Special meetings of owners may be called either by the Board of Directors or by the owners of not less than ten (10%) percent of the Lots in the Development. Notice of special meetings shall be in writing, mailed to each owner at the address shown on the records of the Board of Directors, and shall state the time and place of the meeting, the general nature of the business to be transacted, and shall be given at least ten (10) days prior to the date of the meeting specified in such notice.

(d) Majority Vote. Except as specifically provided otherwise in this Declaration and the Association's Bylaws, at any annual meeting or special meeting of owners at which a quorum is present, in person or by proxy, the majority of the voting owners shall prevail.

#### 7. BOARD OF DIRECTORS

Five (5) directors shall be maintained. Any vacancies occurring during the year shall be filled for the balance of the term by appointment by the Board of Directors.

(a) Quorum. Three (3) Directors shall constitute a quorum for the transaction of business. The decisions 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 shall be called, held and conducted in accordance with such rules and regulations as the Board may, from time to time, adopt.

(b) Monthly Meetings. The Board of Directors shall hold regular meetings each month at a time, date and place fixed by the Board. Notice of the date, time and place of regular meetings of the Board shall also be given to all Members by

posting the notice in a prominent place or places within the common areas at least four (4) days prior to such meeting. All meetings of the Board of Directors shall be open to the Lot owners, except for executive sessions of the Board convened in accordance with applicable law.

(c) Powers of the Board. The Board shall maintain the non-dedicated streets and drainage easements and shall have the power 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 pursuant to the terms of these covenants, conditions and restrictions or by-laws, or which in its opinion may be necessary or proper in maintaining the non-dedicated roads and drainage easements and the operation of the tract for the enforcement of these restrictions.

(2) Obtain public liability and property damage insurance covering 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 common areas.

(3) Pay for the reconstruction of any portion or portions of the non-dedicated roads and drainage easements damaged or destroyed which are to be rebuilt pursuant to the provisions of this Declaration.

(4) Provide for posting of signs pursuant to Section 5833(b) of Ordinance Number G-1120, Kern County, California or any successor ordinance.

(5) Do all things otherwise proper or reasonable to carry out the provisions of this Declaration and the duties of the Board in the operation and management of the Pinon Pines Estates.

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

(a) Basic Assessment. The annual assessment shall be levied and be effective on June 1st of each year. Billings for this assessment are to be sent out on the first day of June. The assessment becomes delinquent on September 1st of each year. After September 1st the Board will send or cause to have sent a certified letter to the delinquent Lot owners who have thirty (30) days in which to respond with payment. After September 1st

any payment must include the unpaid balance as well as the late charge. The late charge will accrue on a monthly basis on a percentage rate of the unpaid balance. This rate is to be set by the Board. After October 1st of each year the Board will take court action against delinquent Lot owners.

(b) Further Assessments. If the fund provided by the basic assessment for any reason, including nonpayment by any of the owners, proves inadequate to maintain the tract, or provide adequate reserves for replacement, or 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 of the owners of the Lots and parcels in the Development. The Board shall give each owner written notice of the total amount of such further assessment, the amount thereof assessed to each owner, and the date or dates which amount or portions thereof assessed to each owner, and the date or dates which amount or portions thereof shall be due and payable. Each such payment so indicated in the written notice shall be a separate debit of the owner against who it is assessed and shall be due and payable on the indicated date.

(c) Effect of Lot Merger or Consolidation. Each assessment levied and imposed hereunder is levied against each Lot, and the respective owners thereof, shown on the Subdivision Map as defined hereinabove, notwithstanding any lot line adjustment, lot or parcel merger, parcel map or other lot consolidation, subdivision or adjustment of lot or parcel boundaries recorded by or on behalf of an owner after the recordation of the Subdivision Map.

9. DEFAULT IN PAYMENT OF ASSESSMENTS. In the event of a default or defaults in the payment of any of the assessments provided for in this Declaration, the Board of Directors may enforce such obligations as follows:

(a) Action at Law. The Board may maintain an action at court in the name of PINION PINES ESTATES LOT OWNERS CORPORATION or in the name of one or more of the Board members or a person so appointed by the Board, to enforce each of the 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 court costs and a reasonable sum for attorney's fees. Upon full satisfaction of any such judgment, it shall be the duty of the Board to authorize delivery of any appropriate satisfaction thereof.

(b) Court Related Costs. All court related costs will be incurred by the delinquent lot owner. Court related costs are defined as:



(1) Cost of issuing and serving the court summons. Said cost shall be deemed due and payable as soon as legal procedures have begun. If delinquent payments are made at any time after court procedures have begun, said court costs shall be included.

(2) Round trip mileage for the Board or representative based on the national mileage average.

(3) Board representative is to be reimbursed for five (5) hours of time. The hourly rate is to be set by the Board.

(c) Liens, Notice and Claim. At any time within ninety (90) days after the authorization of the majority of a quorum at any regular or special meeting, the Board may give 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 parcel or lot of the delinquent owner. Any such claim shall state:

(1) The name of the delinquent owner or reputed owner;

(2) A description of the property against which the claim is made;

(3) The amount claimed to be due and owing from any proper offset allowed;

(4) That the Claim of Lien is made by the terms of this Declaration; and

(5) 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 of the last Board member's signing same. 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 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.

(d) Enforcement of Lien. Any such lien may be foreclosed by appropriate action in Court or in the manner provided for the foreclosure of a mortgage or trust deed under power of sale, or in any other manner permitted by law. If such foreclosure is by action at law, reasonable attorney's fees shall be allowed to the extent permitted by law. If such foreclosure

is in the manner 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 fee as may be allowed by law.

(e) Release of Lien. Upon payment of all charges incurred in the filing of the lien the Board of Directors, acting by any two (2) members, shall execute, acknowledge and record in the Kern County Recorder's office a Release of Lien when any claims of lien which have been recorded have been paid in full.

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

(g) Amendment. No amendment of this Section 9 shall be effective without the unanimous written consent of all owners and holders of beneficial interests in mortgage or deeds of trust of record as a valid lien against any lot or parcel or part thereof.

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

11. AMENDMENT. This Declaration may be amended or revoked in any respect by the vote or assent by written ballot of the record owners of not less than two-thirds (2/3) of the Lots in the Development. Notwithstanding the foregoing, the percentage of the voting power necessary to amend a specific clause or provision of this Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause or provision. With respect to any vote hereunder the Association shall be entitled to accept the vote of any owner or record of a Lot as the vote of all owners of record of such Lot unless the Association receives more than one vote from said co-owners, in which case the vote of a majority of the co-owners shall bind all. Any amendments of this Declaration so approved shall be effective upon the recording in the Office of the Recorder of Kern County, California a Certificate of Amendment, duly executed and certified by the president and secretary of the Association setting forth in full the amendment so approved and that the approval requirements of this section have been duly met. Notwithstanding anything to the contrary herein contained, no such amendment shall affect the rights of the holder of any first mortgage or deed of trust recorded prior to the recording of such amendment. If the consent or approval of any governmental authority, mortgagee or other entity is

required under this Declaration to amend or revoke any provision of this Declaration, no such amendment or revocation shall become effective unless such consent or approval is obtained. Any amendments made in accordance with the terms of this Declaration shall be presumed valid by anyone relying on them in good faith.

#### 12. VEHICLE RESTRICTIONS.

(a) Vehicles may be operated on private property only when the operator has notarized permission from the owner of the property in her/his possession. Private property owned by the driver is excluded from this section.

(b) No motor vehicle or motor driven cycle is to be driven on any Pinon Pines roadway or easement unless the operator is in possession of a valid driver's license.

(c) No motor vehicle or motor driven cycle is to be operated on any Pinon Pines roadway or easement unless the vehicle is licensed and is currently registered.

(d) Parking of privately owned vehicles on Pinon Pines Estates roadways will be limited to such areas where the vehicle can be parked at least three (3) feet off the edge of the pavement and in front of the owner's property.

(e) No stripped down, wrecked, junked, dismantled, abandoned, or non-operable motor vehicles shall be kept, parked, stored, or maintained on any Lot except within an enclosed structure or a screened area which prevents such view thereof from adjoining Lots, roads and Association Property. No commercial vehicle bearing commercial insignias or name (except pick-up trucks) shall be kept, parked, stored, or maintained on any Lot except within an enclosed structure or a screened area which prevents such view thereof from adjoining Lots, roads and Association Property unless such vehicle is temporarily parked for the purpose of serving such Lot. The parking and storage of mobile homes, truck campers, house trailers, boats and similar vehicles on Lots shall be in accordance with Association rules which may be adopted and in effect from time to time.

(f) The posted speed limit must be observed at all times.

#### 13. LOT MAINTENANCE.

(a) The owner of each Lot shall keep such Lot free and clear of all weeds and rubbish. Unused building materials and all other things shall be kept unseen from the street or kept in neat and good order. It is hereby agreed that in the event of default in the performance of this covenant, Declarant, its successors or assigns, hereby reserves the right to hire a

contractor to enter upon such property and remove all weeds and rubbish, and straighten unused building materials as well as all other items necessary to place said Lot in a neat and orderly condition in accordance with this covenant and the expense thereof shall become due and payable for such owner of said Lot within thirty (30) days of written demand hereof. The Board will notify the Lot owner, with a certified letter, stating that the owner has thirty (30) days in which to comply or meet with the Board to request a thirty (30) day extension due to financial or other hardship. Such an extension must be requested ten (10) days prior to the deadline of the original thirty (30) day notice. Thereafter, the Board will contract to have the said property put in neat and orderly condition at the owner's expense.

(b) Vegetation within any Lot shall be planted and maintained in such a manner to prevent or retard erosion and to encourage the growth of ground cover.

(c) Each Lot and all improvements located thereon shall be maintained by the Lot owner in such a manner as not to create a fire or health hazard.

14. SIGNAGE.

(a) No signs whatsoever shall be erected or maintained upon a Lot, except: (1) such signs as may be required by legal proceedings, (2) residential identification signs, (3) during the time of construction of any improvements, job identification signs of a type usually employed by contractors and/or subcontractors, and (4) one "For Sale" or one "For Rent" sign per Lot, provided, however, that such signs shall not have dimensions in excess of 12 inches by 12 inches, and (5) any sign which does not comply with the above but which has been allowed by the prior written permission of the Board provided such signs comply with such permit.

(b) No signs whatsoever shall be erected upon any roadside or Association owned property without the prior written consent of the Board of Directors. The Board reserves the right to remove signs posted on property owned by the Association.

15. ANNEXATION. An annexation is defined, for purposes of this Declaration, as any addition of property to the Development included within the jurisdiction of this Declaration and the Association. Once annexation occurs, the newly annexed property and the owners thereof shall have the same rights, duties, and obligations as any other property included within the Development and the owners of Lots within the Development.

(a) Any owner of real property which is adjacent to any border of the Development may make a written request to the

Association's Board of Directors that a proposed annexation be submitted to the Lot owners for approval in accordance with Section 15(d), below. A parcel of property shall be considered contiguous to the Development and thus eligible for annexation ("annexable property") if the property shares a common boundary with any portion of the Development or with any other parcel ("adjoining parcel") which shares a common border with the Development and is proposed for annexation contemporaneously with the adjoining parcel. Parcels proposed for annexation must be separate legal parcels and all governmental approvals required as a condition for annexation must be obtained by the owner of the annexable property at his or her sole cost and expense.

(b) In order to initiate a vote of the members of the Association on the proposed annexation, the owner of the annexable property shall present a written proposal for annexation to the Association's Board of Directors which shall include at least the following: (1) a copy of the declaration of annexation (see Section 15(e), below) which will be recorded with the Kern County Recorder's Office upon approval of the proposed annexation by the Association members; and (2) a detailed description of the owner's intentions with respect to the development, subdivision, and use of the annexable property, including any special development conditions imposed by Kern County in connection with the approval of a subdivision map for the annexable property;

(c) Upon receipt of a complete application for annexation, the Board shall have a period of ninety (90) days to evaluate and act upon the proposal. The Board's action shall be to: (1) approve the proposal and call for a membership vote thereon by in accordance with Section 15(d), below; (2) disapprove the proposal; or (3) approve the proposal subject to the satisfaction of specified conditions. Unless Board approval is obtained, no annexation proposal need be presented to the Association members unless a petition requesting a membership vote on the matter is signed by at least five percent of the Association members and presented to the Board. Among other requirements, the Board's approval may be conditioned upon the owner of the annexable property agreeing to defray the costs of photocopying and mailing to the Association members all relevant documentation, ballots, proxies and appropriate solicitation materials.

(d) Additional real property meeting the requirements of this Section 15 (the "annexable property"), may be annexed to the Development and brought within the general plan and scheme of this Declaration upon the approval by vote or written consent of Association members entitled to exercise not less than a majority of the voting power of the Association. Any solicitation materials distributed to the Association members shall include a copy of the proposed declaration of annexation as well as any

other information considered by the Board to be necessary or appropriate for an informed decision by the members.

(e) Any annexations of real property to the Development authorized under this Section 15 shall be effected by filing with the Office of the Kern County Recorder a declaration of annexation, or other similar instrument, with respect to the annexable property. The declaration of annexation shall: (1) be executed by the owner of the annexable property, and (2) extend the general plan and scheme of this Declaration to such real property.

(f) The filing of a declaration of annexation shall constitute and effectuate the annexation of the annexable property described therein, and thereupon the annexable property shall become and constitute a part of the Development, and be subject to, and encompassed within, the general plan and scheme of this Declaration. Lots or parcels within the annexed property shall thereupon become subject to assessment by the Association and to the functions, powers, and jurisdiction of the Association, and the owners of Lots or parcels within the annexed real property shall automatically become members of the Association. Any common areas (including private roads) which are included within the annexed property shall be conveyed to the Association, free of all liens and encumbrances, other than liens, rights-of-way, or other encumbrances disclosed on the preliminary title report for the annexed property and approved by the Association. The conveyance of any common areas to the Association shall occur immediately following recordation of the declaration of annexation unless otherwise agreed in writing by the owner of the annexed property and the Association Board.

16. GENERAL PROVISIONS:

(a) No unlawful activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other owners in the enjoyment of their Lots or the Association Property.

(b) The following restrictions regarding the care and maintenance of animals within the Development shall be observed by each owner and resident. A reasonable number of common household pets may be kept on each Lot so long as the same are not kept, bred or maintained for commercial purposes. All animals shall be kept in strict accordance with Kern County animal control ordinances, leash laws, and other applicable zoning regulations and ordinances. Each person bringing or keeping a pet or other permitted animal in the Development shall be solely responsible for the conduct of the owner's animals. The Association, its Board, officers, employees and agents shall have no liability (whether by virtue of this Declaration or otherwise)

to any owners, their family members, guests, invitees, tenants or contract purchasers for any damage or injury to persons or property caused by any animal.

(c) There shall be no hunting or discharge of firearms within the boundaries of Pinon Pines Estates.

(d) No fireworks or similar fire-hazard causing activities are to be discharged or conducted at any time. This restriction is to be consistent with National Forest Laws and regulations pertaining to the immediate area.

(e) No gainful occupation, profession or trade shall be conducted or maintained on any Lot or in any structure on any Lot that is not in compliance with Kern County Zoning Ordinances, including but not limited to sections 19.94.010 through 19.94.080 and any successor ordinances pertaining to "Home Occupations".

(f) Trash cans, bags, and other containers used for this purpose are not to be placed out for pickup prior to the evening before the scheduled pickup date and are to be returned to an inconspicuous location on the owner's Lot as soon after the trash removal as possible.

(g) No healthy trees or other timber shall be cut down or otherwise removed from any Lot or other property for reasons other than construction of a building or other approved improvement without the prior written permission of the Association, except for trees or other timber which present an imminent threat of fire hazard or other material threat to the safety of persons or property or which have been ordered or requested to be removed by any governmental agency with jurisdiction thereof, including but not limited to the Kern County Fire Department or any state or federal forestry management agency.

(h) The Board of Directors 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 this Declaration and the Association's Bylaws. Any agreement for professional management of the Association by a manager shall provide for termination by either party without cause upon thirty (30) days written notice and the term of such contract shall not exceed one (1) year, provided that the Association may renew any such contract on a year-to-year basis.

(i) No member of the Board shall be personally liable for any error or omission of the Association.

(j) The Association shall levy a special assessment against any owner described herein as a direct result of the failure of said owner or the owner's tenants, guests or invitees to comply with the terms and provisions of this Declaration, the Association's rules, 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.

(k) Any conveyance or mortgage of the common areas of the Association shall be invalid unless such conveyance or mortgage shall first be approved by the vote or assent by written ballot of the record owners of not less than two-thirds (2/3) of the Lots in the Development. Notwithstanding anything to the contrary herein contained, any conveyance or encumbrance of the common areas shall be subject and subordinate to the non-exclusive easements and rights of use and enjoyment of the owners of Lots within the Development.

(l) All of the covenants, conditions, and restrictions of this Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the development, use, enjoyment and regulation of the Development as set forth in the Recitals of this Declaration. The failure to enforce any provision hereof shall not constitute a waiver of the right to enforce that provision in a subsequent application or any other provision hereof.

(m) Notwithstanding any other provision to the contrary herein, the covenants, conditions, and restrictions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

(n) The failure of any owner, the Board of Directors, the Association or its officers or agents to enforce any of the covenants, conditions, restrictions, limitations, reservations, grants or easements, rights, rights-of-way, liens, charges or equitable servitudes contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter, nor shall any such failure result in or impose any liability upon the Association or the Board, or any of its officers or agents.

17. FINES AND PENALTIES: The Board of Directors shall have the responsibility and authority to render the following penalties as appropriate:

PARKING. If a vehicle is parked in violation of the terms and provisions of this Declaration or as posted on the roadways, the Board of Directors shall order a tow away at the owner's expense.



YARD MAINTENANCE. In the event of an owner's failure to clean up a yard after receipt of a thirty (30) day notice from the Association to do so, the Association may authorize a clean up to be made by any other person and the total costs thereof shall be billed to the owner. Failure to pay said bill in full within thirty (30) days may result in the imposition of a special assessment and lien to the full extent allowed by law. Notice of any such action shall be sent in writing to the property owner. In the case of hardship, the Board may grant a thirty (30) day extension. Requests for such extensions must be made ten (10) days prior to the deadline of the original thirty (30) day notice. Vacant Lots within Pinon Pines Estates are subject to citations by County and Forest Service Ordinances.

TREES. Cutting down or otherwise removing any healthy tree or other timber in violation of the provisions of this Declaration may result in the imposition of a fine by the Association against the property owner in the amount of \$100.00 per tree. Failure to pay the fine within 30 days will result in the property owner being sent a written statement indicating the full amount will be added to the Lot owner's annual assessment.

VEHICLES. Any unlicensed driver operating a motor driven vehicle in Pinon Pines shall be fined \$25.00 for each offense. Parents of unlicensed children shall be responsible. Failure to pay the \$25 fine for each violation within thirty (30) days shall be notified in writing that the total amount has been added to the Lot owner's annual assessment.

18. MORTGAGEE PROTECTION.

(a) Breach of any said covenants, conditions and restrictions, 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 the value as to said property, or any part thereof, but such provisions, restrictions or covenants shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

(b) When a notice of delinquent assessment lien has been recorded, such lien shall constitute a lien on the Lot or parcel prior and superior to all other liens or encumbrances recorded subsequent thereto, except (a) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (b) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value, provided that such subordination shall apply only to the assessments which have become due and payable prior to the transfer of such property pursuant to the exercise of a

power of sale or a judicial foreclosure involving a default under such first mortgage or deed of trust, or other prior encumbrance.

IN WITNESS WHEREOF, the undersigned have executed this Declaration this 5 day of January 2000.

PINON PINES ESTATES LOT OWNERS CORPORATION  
a California corporation

Rion Mielke  
Rion Mielke  
President

Jean Benda  
Jean Benda  
Secretary

CERTIFICATE OF OFFICERS

The undersigned, President and Secretary of the corporation known as PINON PINES ESTATES LOT OWNERS CORPORATION, do hereby certify, in accordance with Section 1355 of the California Civil Code, that the above and foregoing Second Amended Declaration Of Covenants, Conditions and Restrictions For Pinon Pines Estates Lot Owners Corporation Successor to Pinon Pines Development Company consisting of seventeen (17) pages (including this page), were duly approved and adopted by the members of said Association on December 9, 1999, and that it now constitutes said Declaration.

DATED: January 5, 2000.

Rion Mielke  
Rion Mielke  
President

Jean Benda  
Jean Benda  
Secretary

ACKNOWLEDGMENT

State of California )  
 ) ss  
 County of Kern )

On January 5, 2000 before me, Lisa S. Jones, a notary public in and for the State of California, personally appeared Rion Mielke and Jean Benda 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.



Lisa S. Jones  
 Notary Public for the  
 State of California  
 My Commission expires on  
April 30, 2001