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KERN COUNTY RECORDER

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SAUNDERS PARK VILLA

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS.

THIS DECLARATION, made on the date hereinafter set forth by SAUNDERS PARK VILLA, a general partnership, composed of CHARLES R. KLASSEN and JAMES H. ELISON, herein referred to as "Declarants".

W I T N E S S E T H :

WHEREAS, Declarants are the owners of certain property in the City of Bakersfield, County of Kern, State of California, which is more particularly described as:

Tract 4183, as per map recorded in Book 29
Page 106 of Maps, in the Office of the County
Recorder, County of Kern, on the 27th day of
September, 1979.

NOW, THEREFORE, Declarants hereby declare that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to SAUNDERS PARK VILLA ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Lot 1, Tract 4183, a portion of the northeast quarter of Section 35, Township 29 South, Range 27 East, Kern County, State of California.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to SAUNDERS PARK VILLA, a general partnership, composed of CHARLES R. KLASSEN and JAMES H. ELISON, their successors and assigns

if such successors or assigns should acquire more than one un-developed lot from the declarant for the purpose of development.

II

TRANSFER OF COMMON AREA TO THE ASSOCIATION

Section 1. Transfer of Common Area to the Association.

Declarant hereby covenants for itself, its successors and assigns that it shall convey fee simple title to Lot 1 of Tract 4183 to the Association, free and clear of all encumbrances and liens, except current real property taxes, which taxes shall be pro-rated to the date of transfer, and easements, conditions and reservations thus of record, including those set forth in this Declaration. This conveyance shall be made to the Association prior to or coinciding with the conveyance of any Lot within Tract 4183 to an Owner, other than Declarants.

Section 2. Reservation by Declarant of Limited Rights and Easements in Common Area. Upon conveyance of the Common Area to the Association, Declarant may create a contractual right in himself, or reserve easements of limited duration through, in and to all of the Common Area for ingress, egress, parking and enjoyment for themselves, their agents, employees and prospective buyers of the Lot

which easements shall be for the following purposes:

- (a) Construction of improvements upon all of Tract 4183;
- (b) Activities in furtherance of Declarant's sales and promotional program with respect to any of the Lots within Tract 4183; and
- (c) Performance of necessary repair work upon Tract 4183; provided that no such use by Declarant, their agents, employees, or representatives shall unreasonably restrict the members' use and enjoyment of the Common Areas or facilities thereon.

ARTICLE III

OWNERS' RIGHTS IN THE COMMON AREA

Section 1. Owners' Rights to Use of Common Area. Every Owner shall have a right to use and an easement of enjoyment in the Common Area, a non-exclusive easement for ingress and egress over and through the Common Area, and a non-exclusive easement for vehicular ingress and egress over and through those portions of the Common Area which shall be designated as private streets on the recorded map of the respective tract.

This right and easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of the Common Facilities;
- (b) The right of the Association to promulgate and publish reasonable rules and regulations pertaining to the use of the Common Facilities;

(c) The right of the Association to limit the number of guests of members;

(d) The right of the Association to suspend a member's voting rights and right to use the Common Facilities for any period during which any assessment against his Lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the rules and regulations duly enacted by the Association for the use of the Common Area and Common Facilities. Prior to taking any disciplinary action, the Board of Directors shall give the member written notice specifying the alleged amount of the unpaid assessment or the particular infraction and violation involved, and provide the member with an opportunity to be heard by the Board of Directors with respect to the alleged unpaid assessment, violation or infraction. Nothing contained herein or elsewhere in the provisions of the governing instruments shall be construed as empowering the Association to cause a forfeiture or abridgement of an Owner's rights to the full use and enjoyment of his Lot on account of a failure by the Owner to comply with the provisions of the governing instruments or of duly enacted rules and regulations of operation for the common area, except where the loss or forfeiture is the result of the judgment of a court, or a decision arising out of arbitration, or on account of a foreclosure or sale under a power of sale for failure of the Owner to pay assessments upon his Lot levied by the Association;

(e) The right of the Association, in accordance with its

Articles and By-laws, to borrow money for the purpose of improving the Common Area and Common Facilities and to mortgage the Common Area and Facilities for the purpose of such borrowing, provided that the rights of these mortgages shall be subordinate to the rights of the members;

(f) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, utility for those purposes and subject to those conditions as may be agreed to by the members. No dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of each of the Class A and B memberships has been recorded, agreeing to the dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance; and

(g) The right of the Association to establish and maintain an adequate reserve fund for replacement of the Common Area and Common Facilities which shall be funded by regular monthly assessments rather than by special assessments.

Section 2. Maintenance of Common Area. Declarant and its successors and assigns, to wit: The Association, shall maintain the Common Area and Common Facilities in an attractive and safe manner suitable to the full enjoyment of the open spaces, recreational areas and other improvements. A monthly fee shall be assessed against the members of the Association for the maintenance, upkeep

and other assessments against the Common Area and Common Facilities. Declarant and its successors and assigns, as owners of the Common Area, agree not to alienate the Common Area in any manner which will remove from it the restrictions placed on its use by this Article IV.

Section 3. Utility Easement. Each Owner is hereby granted an easement across the Common Area for all utility and sewer lines reasonably necessary to enable utility and sewer connections to reach his Lot. In addition, each Owner is hereby granted an easement across each Lot contiguous to his own for such utility and sewer purposes below a vertical depth of one foot below the surface of the concrete floor of such contiguous Lots; above a horizontal plane, eight feet by six inches above the top surface of the concrete floors of such contiguous Lots; and within exterior walls of such contiguous residential building structures. The cost of repairs and maintenance of such utility and sewer lines shall be the responsibility of the user of such lines.

Section 4. Encroachments Upon Common Area. Declarant, its successors and assigns, by their acceptance of the deeds to their respective Lots, covenant and agree that if any portion of the Common Area encroaches upon the Lots or if any part of a structure originally built by Declarant on a Lot encroaches upon the Common Area, a valid easement for the encroachment and for the maintenance of same so long as it shall stand, shall and does exist. In the event a structure is partially or totally destroyed and then rebuilt

the Owners of the Lots agree that minor encroachments on parts of the Common Area, due to construction, shall be permitted and that valid easements for this encroachment and the maintenance thereof, shall exist.

Section 5. Delegation of Use. Any Owner may delegate his right of use and enjoyment in and to the Common Area to the members of his family, his tenants, or contract purchasers who reside on the Properties.

Section 6. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him from the liens or charges imposed pursuant to the terms of this Declaration, by waiver of the use and enjoyment of the Common Area and Common Facilities or by abandonment of his Lot.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot shall be a member of the Association with status as a Lot Owner being the sole qualification for membership. The terms and provisions set forth in this Declaration, which are binding upon all Owners of all Lots and all members in the Association, are not exclusive, as the members shall, in addition, be subject to the terms and provisions of the Articles and By-laws of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. No Owner shall have more than one membership per Lot. No Lot Owner may avoid the

obligations of membership during the period he is an Owner by non-use of the Common Area, renunciation or abandonment of his Lot, or any other act of abandonment or renunciation.

Section 2. Transfer. The membership held by any Owner of a Lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Lot, and then only to the purchaser or deed of trust holder of such Lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the Owner of a Lot should fail or refuse to transfer the membership registered in his name to the purchaser of such Lot, the Association shall have the right to record the transfer upon the books of the Association.

Section 3. Voting Rights. The Association shall have two classes of voting membership.

Class A. Until the Class B membership ceases, as provided hereinbelow, the Class A membership shall consist of all Owners, other than the Declarant. When the Class B membership ceases, all Owners, including Declarant, shall be Class A members. Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, those persons shall all be members. The vote for each Lot shall be exercised by that Lot's Owners as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class

a membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

(a) When the total number of votes held by the Class A membership equals the total number of votes held by the Class B membership;

(b) The expiration of a two (2) year period after the original issuance by the California Department of Real Estate of the most recently issued final subdivision public report for Tract 4183 or any of the real properties described in Exhibit "A" attached hereto and that may be annexed pursuant to Article II, Section 1, hereof; or

(c) January 1, 1982.

Section 4. Voting Rights Upon Annexation of Additional Properties. In the event additional properties are annexed and become subject to this Declaration and the jurisdiction of the Association as provided by Article II hereof, the voting rights attributable to the Lots within such annexed properties shall not vest until assessments are levied upon those Lots by the Association.

ARTICLE V

MANAGEMENT

Section 1. Duties and Powers. In addition to the duties and powers enumerated in its Articles and By-laws, or elsewhere

provided for herein, and without limiting the generality thereof, the Association, through its Board of Directors, officers, committees or other authorized representatives, and for the benefit of the Owner of the Properties, shall:

(a) Own, maintain and otherwise manage all of the Common Area and Facilities, improvements and landscaping thereon, and all other property acquired by the Association;

(b) Grant easements, where necessary, for utilities and sewer facilities over the Common Area to serve the Common Area and Lots;

(c) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association;

(d) Maintain an adequate reserve fund for replacement of the Common Area facilities to be funded by regular monthly assessments, rather than by special assessments;

(e) Enforce the applicable provisions of this Declaration, the Articles and By-laws, and rules and regulations adopted by the Board of Directors;

(f) Have the authority to provide, perform, maintain, acquire, and contract and pay for the following out of the Association's maintenance fund:

(1) Water, sewer, garbage, electrical, telephone, gas and other utility service, as necessary, for the Common Area and Common Facilities;

(2) The following policies of insurance:

(a) Fire and Extended Coverage Insurance.

A master or blanket fire insurance policy shall be purchased or acquired by the Board and shall be maintained in force at all times, the premium thereon to be paid out of the maintenance fund. Such insurance shall be carried with reputable insurance companies qualified to do business in the State of California, and shall insure against loss from fire and such other hazards as the Board may deem appropriate, and shall insure all structures and improvements upon the Common Area and all personal property owned by the Association for not less than one hundred percent (100%) of the full insurable replacement cost value thereof (as determined annually by the Board in conjunction with the insurance company issuing such policy). Such policy shall contain vandalism and malicious mischief coverage, together with such other coverage, endorsements and adjustment clauses as the Board deems appropriate. Such policy shall name as insured the Association, all Owners, and all mortgagees of record as their respective interests may appear, and shall contain a loss-payable endorsement in favor of the trustee, as hereinafter described

(b) If available, underlying fire insurance coverage for the Common Area and dwelling units on