

SLIP FILE *jm*

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 Title Insurance and Trust Company  
 36 East Figueroa Street  
 Santa Barbara, California  
 Attn: Albert A. Martin

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DECLARATION OF ESTABLISHMENT OF PROTECTIVE COVENANTS,  
 RESTRICTIONS AND CONDITIONS OF TRACT NO. 10407, UNIT 2

KNOW ALL MEN BY THESE PRESENT:

THAT THE UNDERSIGNED, MARK J. SMITH AND DOROTHY W. SMITH, HUSBAND AND WIFE ARE THE SOLE OWNERS IN FEE OF THE REAL PROPERTY SUBDIVISION KNOWN AS "FOXEN WOOD COUNTRY ESTATES, NO. 2", PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 9 THROUGH 32, INCLUSIVE, OF TRACT NO. 10407, UNIT 2 IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA; AS PER MAP RECORDED IN BOOK 76, PAGES 71 AND 72 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DECLARANT HEREBY CERTIFIES AND DECLARES THAT IT HAS ESTABLISHED AND DOES HEREBY ESTABLISH A GENERAL PLAN FOR THE IMPROVEMENT, DEVELOPMENT, PROTECTION AND MAINTENANCE OF THE TRACT, AND, IN ORDER TO ACCOMPLISH SUCH IMPROVEMENT AND DEVELOPMENT, TO INSURE SUCH PROTECTION AND MAINTENANCE; TO ENCOURAGE THE BEST USE AND MOST ARTISTIC DEVELOPMENT AND IMPROVEMENT OF EACH LOT THEREIN; TO PROMOTE THE CONSTRUCTION AND ERECTION OF TASTEFUL AND ATTRACTIVE HOMES, TO SECURE AND MAINTAIN ADEQUATE SET-BACK LINES, AND IN GENERAL ADEQUATELY TO PROVIDE FOR IMPROVEMENTS OF HIGH TYPE AND QUALITY, DECLARANT DOES HEREBY ESTABLISH AND IMPOSE UPON THE SAID TRACT AND ALL OF THE VARIOUS LOTS CONTAINED THEREIN; PROVISIONS, CONDITIONS, RESTRICTIONS, COVENANTS, EASEMENTS AND RESERVATIONS UPON AND SUBJECT TO WHICH EACH AND ALL LOTS IN SAID TRACT SHALL BE HELD, OCCUPIED, LEASED, SOLD AND/OR CONVEYED BY DECLARANT OR ITS SUCCESSORS, AND/OR BY THE RECORD OWNERS THEREOF, EACH AND ALL OF WHICH IS AND ARE FOR THE BENEFIT OF SAID TRACT AND EACH AND EVERY LOT THEREIN, AND OF EACH OWNER OF ONE OR MORE LOTS THEREIN, AND SHALL ENURE TO AND PASS WITH SAID TRACT AND EACH AND EVERY LOT THEREIN AND SHALL APPLY TO AND BIND THE RESPECTIVE SUCCESSORS IN INTEREST OF DECLARANT, AND ARE AND EACH OF WHICH IS IMPOSED UPON SAID TRACT AND EACH AND EVERY LOT THEREIN, AS THE DOMINANT TENEMENT OR TENEMENTS, AS FOLLOWS, TO WIT:

ARTICLE I -- GENERAL RESTRICTIONS

SECTION 1 - USES OTHER THAN RESIDENTIAL PROHIBITED

ALL OF THE LOTS IN SAID TRACT SHALL BE USED ONLY FOR RESIDENTIAL PURPOSES AS HEREIN PROVIDED, AND NO PART OF SAID TRACT AND NO LOT THEREIN SHALL BE USED OR CAUSED TO BE USED OR PERMITTED OR AUTHORIZED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO BE USED, FOR ANY BUSINESS OR PROFESSION OR FOR ANY COMMERCIAL, MANUFACTURING,

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MERCANTILE, STORING, VENDING, CIVIC, EDUCATION, RELIGIOUS, MEDICAL, HOSPITAL, OR OTHER NON-RESIDENTIAL PURPOSE, OR FOR THE MANUFACTURING OR SALE OF MALT, VINOUS OR SPIRITUOUS LIQUORS, OR FOR THE CARRYING ON OF ANY NOXIOUS ACTIVITY OR PURSUIT, OR ANY ACT OR THING WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

SECTION 2 - HORSES, LIVESTOCK, POULTRY AND BEES PROHIBITED:

NO HORSES, COWS, CATTLE, GOATS, SHEEP, RABBITS, HARES AND/OR OTHER LIVESTOCK, NO POULTRY, PIGEONS, DOVES, AND/OR SIMILAR FOWL, AND NO BEES, SHALL BE KEPT OR RAISED ON ANY PART OF SAID TRACT OR ON ANY LOT THEREIN; NO DOG, CAT, BIRD, FISH OR PET RAISING OR TRADING AS A BUSINESS SHALL BE CARRIED ON, DIRECTLY OR INDIRECTLY, ON ANY PART OF SAID TRACT OR ON ANY LOT THEREIN.

SECTION 3 - CONSTRUCTION TO BE DILIGENTLY PROSECUTED AND NEW MATERIALS USED.

THE WORK OF CONSTRUCTION OF ANY BUILDING OR STRUCTURE SHALL BE DILIGENTLY AND CONTINUOUSLY PROSECUTED FROM THE TIME OF COMMENCEMENT UNTIL THE SAME SHALL BE FULLY COMPLETED, AND SHALL BE SO COMPLETED WITHIN SIX MONTHS FROM DATE OF COMMENCEMENT, AND ONLY NEW MATERIALS SHALL BE USED IN SUCH CONSTRUCTIONS. NO SEPARATE GARAGE, NOR ANY NECESSARY OF USUAL OUTBUILDING, SHALL BE ERECTED ON ANY OF SAID LOTS UNTIL THE ERECTION, OF THE RESIDENCE HAS COMMENCED.

SECTION 4 - OCCUPANCY OF UNFINISHED DWELLINGS AND OTHER STRUCTURES PROHIBITED; LIMITATION OF USE OF SIGNS.

NO BUILDING, ANY PART OF WHICH IS FOR DWELLING PURPOSES, SHALL BE IN ANY MANNER OCCUPIED OR LIVED IN WHILE IN THE COURSE OF ORIGINAL CONSTRUCTION OR UNTIL MADE TO COMPLY WITH ALL REQUIREMENTS AS TO AREA AND WITH ALL OTHER CONDITIONS SET FORTH OR REFERRED TO HEREIN OR IN ANY FURTHER RESTRICTIONS ESTABLISHED AND APPLICABLE THERETO. NO BUILDING OR STRUCTURE ANYWHERE ON THE TRACT, OTHER THAN A COMPLETED DWELLING OR GUEST HOUSE SHALL EVER BE LIVED IN OR USED FOR DWELLING PURPOSES, INCLUDING TENTS, SHACKS, TRAILERS, OUT-BUILDINGS, GARAGES OR OTHER SUCH STRUCTURES. NO SIGN OR BILLBOARD SHALL BE ERECTED, PLACED OR MAINTAINED ON ANY LOT EXCEPT "FOR SALE" OR "FOR RENT" SIGNS USED IN CONNECTION WITH THE SELLING OR RENTING OF INDIVIDUAL LOTS OR HOUSES; HOWEVER, NOTHING IN THIS PARAGRAPH, OR ELSEWHERE IN THIS DECLARATION, SHALL BE CONSTRUED TO PREVENT THE ERECTION, PLACEMENT OR MAINTENANCE BY DECLARANT OR ITS SUCCESSORS OR ITS DULY AUTHORIZED AGENTS, OF SIGNS, OFFICES OR BUILDINGS IN CONNECTION WITH THE CONDUCT OF TRACT BUSINESS AND/OR THE DEVELOPMENT AND SALE OF ANY PART OF SAID TRACT OR ANY PART OF AN ADJOINING TRACT OWNED BY DECLARANT.

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SECTION 5 - LOTS TO BE KEPT CLEAR OF WEEDS AND RUBBISH.

EACH LOT OR HOME OWNER, OR CONTRACT, PURCHASER THEREOF, SHALL KEEP HIS PROPERTY 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 UPON COMPLETION OF A RESIDENCE BUILDING SHALL WITHIN SIX (6) MONTHS PLANT LAWNS OR OTHERWISE LANDSCAPE THE FRONT YARD AND IN THE CASE OF CORNER LOTS THE SIDE STREET YARD AND MAINTAIN SAME. IT IS HEREBY AGREED THAT IF ANY OWNER OR CONTRACT PURCHASER FAILS TO CONFORM TO THIS COVENANT, THE DECLARANT OR ITS SUCCESSORS SHALL HAVE THE RIGHT, AT ANY TIME, TO ENTER UPON THE PROPERTY OF SUCH OWNER OR CONTRACT PURCHASER AND REMOVE ALL WEEDS AND RUBBISH AND DO ALL OTHER THINGS NECESSARY TO PUT THE PREMISES IN A NEAT AND ORDERLY CONDITION, AND THE EXPENSE THEREOF SHALL BECOME DUE AND PAYABLE FROM SUCH OWNER (OR PURCHASER TO DECLARANT WITHIN FIVE DAYS AFTER WRITTEN DEMAND THEREFOR. THE AMOUNT THAT THE OWNER OF ANY SUCH LOT IS OBLIGATED TO PAY HEREUNDER SHALL CONSTITUTE A LIEN ON SUCH LOT OR PARCEL, AND SHALL BE PAYABLE WITHIN TEN DAYS AFTER THE CHARGE IS MADE. THE DECLARANT SHALL BE ENTITLED (BUT NOT LIMITED) TO ENFORCE ITS RIGHTS HEREUNDER BY FOLLOWING THE PROCEDURE PROVIDED FOR THE ENFORCEMENT OF MECHANICS' AND MATERIALMEN'S LIENS IN THE STATE OF CALIFORNIA. THE PARAGRAPH SHALL CONSTITUTE A REQUEST BY EACH LOT OR PARCEL OWNER UNDER THE CONDITIONS STATED HEREIN FOR THE DECLARANT TO FURNISH ANY LABOR AND/OR MATERIALS WHICH ARE FURNISHED HEREUNDER. ANY CLAIM AGAINST THE DECLARANT SHALL NOT CONSTITUTE NOR OFFSET IN ANY ACTION BY THE DECLARANT FOR NON-PAYMENT OF ANY AMOUNTS WHICH MAY BE ASSESSED HEREUNDER.

SECTION 6 - WALLS, FENCES AND HEDGES.

NO WALL, FENCE OR HEDGE SHALL BE INSTALLED THAT EXCEEDS SIX FEET IN HEIGHT. NO WALL, FENCE OR HEDGE SHALL BE INSTALLED IN THE FRONT YARD SETBACK AREA OR IN THE CASE OF CORNER LOTS IN THE SIDE YARD SETBACK AREA THAT EXCEEDS THREE FEET IN HEIGHT.

ARTICLE LI -- BUILDING RESTRICTIONS

SECTION 1 - SINGLE FAMILY RESIDENCES.

NO BUILDING, STRUCTURE OR PREMISES SHALL BE EXPECTED, CONSTRUCTED, ALTERED OR MAINTAINED ON ANY LOT IN SAID TRACT, EXCEPT ON DETACHED SINGLE FAMILY RESIDENCE, TOGETHER WITH CUSTOMARY ACCESSORY GARAGE OR OUTBUILDINGS APPURTENANT THERETO; AND NO SUCH RESIDENCE OR OUTBUILDINGS SHALL EVER BE USED FOR DESIGNATED OR INTENDED TO BE USED, FOR ANY PURPOSE OTHER THAN EXCLUSIVELY FOR PRIVATE, SINGLE FAMILY, RESIDENTIAL OCCUPANCY AND USE. GARAGE MAY BE EITHER ATTACHED TO OR DETACHED FROM HOUSE.

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SECTION 2 - MINIMUM SIZE OF RESIDENCE BUILDINGS.

NO RESIDENCE SHALL BE ERECTED ON ANY LOT IN SAID TRACT WHICH SHALL HAVE A FLOOR AREA OF LESS THAN 1,400 SQUARE FEET OF THE LIVING SPACE, EXCLUDING, HOWEVER, ANY PORTIONS USED FOR OUTSIDE OR OPEN PORCHES, AND/OR PATIOS, AND/OR BREEZEWAYS, AND/OR BASEMENTS, AND/OR CELLARS, AND/OR GARAGES, PORTECOCHERES OR ANY OUTBUILDINGS AND APPURTENANCES THERETO. FOR THE PURPOSE OF COMPUTING THE FLOOR AREA, MEASUREMENTS SHALL BE TAKEN FROM THE OUTER FACES OF THE EXTERIOR WALLS, SHOULD TWO OR MORE CONTIGUOUS LOTS BE INCLUDED IN ONE CONVEYANCE, SUCH LOTS MAY BE TREATED AS ONE ENTIRE LOT FOR THE PURPOSE OF THESE BUILDING RESTRICTIONS, BUT NO RESIDENCE SHALL BE ERECTED THEREON WHICH SHALL HAVE A LESS NUMBER OF SQUARE FEET THAN IN THIS SECTION PROVIDED. INASMUCH AS THIS TRACT WILL BE SERVED WITH UNDERGROUND ELECTRIC AND TELEPHONE SERVICE, ALL ELECTRIC AND TELEPHONE CONNECTIONS TO HOUSE MUST BE CARRIED IN UNDERGROUND CONDUIT.

SECTION 3 - SETBACK LINES.

NO RESIDENCE OR OTHER BUILDING, OR PART THEREOF, SHALL BE NEARER TO THE FRONT PROPERTY LINE THAN A MINIMUM OF 20 FEET FROM FRONT PROPERTY LINE TO FOUNDATION WALL, AND LOTS THAT FRONT ON RADIUS OF A CUL-DE-SAC, NOT LESS THAN 15 FEET FROM ANY POINT OF CURVED FRONT PROPERTY LINE TO FOUNDATION WALL. NO RESIDENCE SHALL BE ERECTED FARTHER THAN 75 FEET FROM FRONT LOT LINE. NO BUILDING OF ANY TYPE SHALL BE ERECTED NEARER THAN 8 FEET TO ANY SIDE LOT LINE NO NEARER THAN 20 FEET TO THE REAR LOT LINE, WITH THE EXCEPTION THAT THE SIDE LINE RESTRICTION SHALL NOT APPLY TO A DETACHED GARAGE LOCATED ON THE REAR ONE-QUARTER OF A LOT, AND WITH THE EXCEPTION THAT THE SIDE LINE RESTRICTIONS ON CORNER LOTS SHALL BE A MINIMUM OF 15 FEET BETWEEN THE SIDE STREET LINE AND THE FOUNDATION WALL.

ARTICLE III -- ARCHITECTURAL COMMITTEESECTION 1 - HOW CONSTITUTED.

THE ARCHITECTURAL CONTROL COMMITTEE IS COMPOSED OF:

MARK J. SMITH  
4565 ORCUTT EXPRESSWAY  
SANTA MARIA, CALIFORNIA

DOROTHY W. SMITH  
2931 LORENCITA DRIVE  
SANTA MARIA, CALIFORNIA

RICHARD G. JOHNSON  
4565 ORCUTT EXPRESSWAY  
SANTA MARIA, CALIFORNIA

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A MAJORITY OF THE COMMITTEE MAY DESIGNATE A REPRESENTATIVE TO ACT FOR IT. IN THE EVENT OF DEATH OR RESIGNATION OF ANY MEMBER OF THE COMMITTEE, THE REMAINING MEMBERS SHALL HAVE FULL AUTHORITY TO DESIGNATE HIS SUCCESSOR. NEITHER THE MEMBER OF THE COMMITTEE NOR ITS DESIGNATED REPRESENTATIVE SHALL BE ENTITLED TO AN COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT, AT ANY TIME AFTER JANUARY 1, 2002, THE THEN RECORD OWNERS OF A MAJORITY OF THE LOTS SHALL HAVE THE POWER THROUGH A DULY RECORDED WRITTEN INSTRUMENT TO CHANGE THE MEMBERSHIP OF THE COMMITTEE OR TO WITHDRAW FROM THE COMMITTEE OR RESTATE TO IT ANY OF ITS POWERS AND DUTIES.

SECTION 2 - APPROVAL OF PLANS.

NO RESIDENCE, GARAGE, OUTBUILDING, FENCE, WALL, OR OTHER STRUCTURE, AND NO IMPROVEMENTS, UTILITY, PARKING AREA OR DRIVEWAY SHALL BE ERECTED, CONSTRUCTED, LAID DOWN, ALTERED OR MAINTAINED ON, UNDER, OR ABOUT ANY PORTION OF SAID TRACT, OR ANY LOT THEREIN, UNLESS PLANS, INCLUDING ELEVATION AND ROOF PLANS, AND SPECIFICATIONS THEREOF, TOGETHER WITH THE PLOT PLAN INDICATING THE LOCATION ON THE LOT, SHALL HAVE BEEN SUBMITTED TO AND APPROVED BY THE ARCHITECTURAL COMMITTEE, AND A COPY OF SUCH PLANS, SPECIFICATIONS AND PLOT PLAN AS FINALLY APPROVED DEPOSITED PERMANENTLY WITH THE COMMITTEE. NO ALTERATION SHALL BE MADE IN THE EXTERIOR DESIGN OF ANY STRUCTURE, RESIDENCE, GARAGE, OUT-BUILDING, FENCE, WALL, STEPS, OR OTHER STRUCTURES, OR PARKING AREA OF DRIVEWAY, UNLESS WRITTEN APPROVAL OF SUCH ALTERATION SHALL HAVE BEEN FIRST OBTAINED FROM THE COMMITTEE.

SECTION 3 - INTERPRETATION AND ENFORCEMENT.

THE ARCHITECTURAL COMMITTEE SHALL HAVE THE RIGHT TO INTERPRET AND TO ENFORCE ANY OR ALL PROVISIONS, CONDITIONS, RESTRICTIONS, COVENANTS, EASEMENTS, RESERVATIONS AND AGREEMENTS IN THIS DECLARATION SET FORTH OR AT ANY TIME HEREAFTER CREATED FOR THE BENEFIT OF SAID TRACT, AND THE INTERPRETATION OF SAID COMMITTEE IN CASE OF UNCERTAINTY AS TO THE MEANING OF ANY ARTICLE, SECTION, SUB-SECTION, PARAGRAPH, SENTENCE, CLAUSE, PHRASE OR WORD OF THIS DECLARATION SHALL BE FINAL AND CONCLUSIVE UPON ALL INTERESTED PARTIES. IN THE EVENT SAID COMMITTEE FAILS TO APPROVE OR DISAPPROVE A SET OF PLANS, SPECIFICATIONS AND PLOT PLAN, WITHIN 30 DAYS AFTER SAID PLANS HAVE BEEN SUBMITTED TO IT, SUCH APPROVAL WILL NOT BE REQUIRED AND THIS COVENANT WILL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

NEITHER THE DECLARANT NOR SAID ARCHITECTURAL CONTROL COMMITTEE SHALL BE RESPONSIBLE FOR ANY STRUCTURAL DEFECTS IN SAID PLANS AND/OR SPECIFICATIONS NOR IN ANY BUILDING OR STRUCTURE ERECTED ACCORDING TO SUCH PLANS AND/OR SPECIFICATIONS.

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