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WHEN RECORDED, PLEASE RETURN TO:
MARK J. SMITH
1565 ORCUTT EXPRESSWAY
SANTA MARIA, CALIFORNIA

"Restrictions herein, if any, based
on race, color, religion or
national origin are deleted."

DECLARATION OF ESTABLISHMENT OF PROTECTIVE COVENANTS
RESTRICTIONS AND CONDITIONS OF TRACT NO. 11049

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 ESTATES, NO. 3, PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 21, INCLUSIVE, OF TRACT NO. 11049 IN THE COUNTY OF SANTA
BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 77 PAGE 78 & 79
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
HIGHEST 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 INURE 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 1 - 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 SOLE 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 11 -- BUILDING RESTRICTIONSSECTION 1 - SINGLE FAMILY RESIDENCES

NO BUILDING, STRUCTURE OR PREMISES SHALL BE ERECTED, 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 1400 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 111 -- ARCHITECTURAL COMMITTEESECTION 1 - HOW CONSTITUTED.

THE ARCHITECTURAL CONTROL COMMITTEE IS COMPOSED OF:

MARK J. SMITH
4565 ORCUTT EXPRESSWAY
SANTA MARIA, CALIFORNIA

DOROTHY W. SMITH
2131 LORENCITA DRIVE
SANTA MARIA, CALIFORNIA

RICHARD G. JOHNSON
4565 ORCUTT EXPRESSWAY
SANTA MARIA, CALIFORNIA



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ARTICLE IV -- DURATION AND REVERSIONARY RIGHTS.**SECTION 1 - DURATION OF RESTRICTIONS.**

ALL OF THE PROVISIONS, CONDITIONS, RESTRICTIONS, COVENANTS, EASEMENTS AND RESERVATIONS SET FORTH IN THIS DECLARATION SHALL CONTINUE AND REMAIN IN FULL FORCE AND EFFECT AT ALL TIMES IN RESPECT TO SAID TRACT, THE LOTS THEREIN AND THE OWNERS THEREOF UNTIL JANUARY 1, 2002, AND SHALL, AS THEY THEN EXIST, BE CONTINUED AUTOMATICALLY AND WITHOUT FURTHER NOTICE FROM THAT TIME FOR A PERIOD OF TEN YEARS, AND THEREAFTER FOR SUCCESSIVE PERIODS OF TEN YEARS, EACH WITHOUT LIMITATION UNLESS WITHIN THE SIX MONTHS PRIOR TO JANUARY 1, 2002, OR WITHIN THE SIX MONTHS PRIOR TO THE EXPIRATION OF ANY SUCCESSIVE TEN-YEAR PERIOD THEREAFTER, A WRITTEN AGREEMENT EXECUTED BY THE RECORD OWNERS OF A MAJORITY OF THE LOTS IN SAID TRACT SHALL BE PLACED ON RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SANTA BARBARA COUNTY, BY THE TERMS OF WHICH AGREEMENT ANY OF SAID PROVISIONS, RESTRICTIONS, CONDITIONS, COVENANTS, EASEMENTS AND RESERVATIONS, ARE CHANGED, MODIFIED OR EXTINGUISHED IN WHOLE OR IN PART, AS TO ALL OR ANY OF THE PROPERTY ORIGINALLY SUBJECT THERETO, IN THE MANNER AND TO THE EXTENT THEREIN PROVIDED. IN THE EVENT THAT ANY SUCH WRITTEN AGREEMENT OF CHANGE OR MODIFICATION BE DULY EXECUTED AND RECORDED, THE ORIGINAL PROVISIONS, CONDITIONS, RESTRICTIONS, COVENANTS, EASEMENTS AND RESERVATIONS AS THEREIN MODIFIED, SHALL CONTINUE IN FORCE FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS AND UNTIL FURTHER CHANGE, MODIFIED OR EXTINGUISHED IN THE MANNER HEREIN PROVIDED.

SECTION 2 - REVERSION OF TITLE.

EACH AND ALL OF SAID PROVISIONS, CONDITIONS RESTRICTIONS, COVENANTS, EASEMENTS AND RESERVATIONS, IS AND ARE FOR THE BENEFIT OF EACH OWNER OF ONE OR MORE LOTS (OR ANY INTEREST THEREIN) IN SAID TRACT, AND SHALL INSURE TO AND PASS WITH EACH AND EVERY LOT IN SAID TRACT AND SHALL APPLY TO AND BIND THE RESPECTIVE SUCCESSORS IN THE INTEREST OF DECLARANT. EACH GRANTEE OR DECLARANT OR ITS SUCCESSORS, OF ANY LOT IN SAID TRACT BY ACCEPTANCE OF A DEED INCORPORATING THE SUBSTANCE OF THIS DECLARATION EITHER BY SETTING IT FORTH OR BY REFERENCE HERETO, ACCEPTS THE SAME SUBJECT TO ALL OF SUCH PROVISIONS, CONDITIONS, RESTRICTIONS, COVENANTS, EASEMENTS AND RESERVATIONS. A BREACH OF ANY OF THE PROVISIONS, CONDITIONS, RESTRICTIONS, COVENANTS, EASEMENTS OR RESERVATIONS HEREBY ESTABLISHED SHALL CAUSE THE LOT WITH RELATION TO WHICH SUCH BREACH OCCURS TO REVERT TO DECLARANT OR TO ITS SUCCESSORS IN INTEREST AS THE OWNERS OF THE REVERSIONARY RIGHTS HEREIN PROVIDED FOR, AND THE OWNERS OF SUCH REVERSIONARY RIGHTS SHALL HAVE THE RIGHT TO IMMEDIATE RE-ENTRY UPON SUCH LOT, IN THE EVENT OF ANY SUCH BREACH; AND, AS TO EACH LOT OWNER IN SAID TRACT THE SAID PROVISIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, COVENANTS AND RESERVATIONS, SHALL BE COVENANTS RUNNING WITH THE LAND, AND THE BREACH IF ANY THEREOF, AND THE CONTINUANCE OF ANY SUCH BREACH, MAY BE ENJOINED, ABATED OR REMEDIED BY APPROPRIATE PROCEEDINGS BY THE

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OWNERS OF THE REVERSIONARY RIGHTS OR BY ANY SUCH OWNER OR OWNERS OF ONE OR MORE LOTS IN SAID TRACT, BUT SUCH REVERSION SHALL NOT AFFECT OR IMPAIR THE LIEN OF ANY BONA FIDE MORTGAGE OR DEED OF TRUST WHICH SHALL HAVE BEEN GIVEN IN GOOD FAITH, AND FOR VALUE, PROVIDED, HOWEVER, THAT ANY SUBSEQUENT OWNER OF A LOT OR LOTS SO ENCUMBERED SHALL BE BOUND BY THE PROVISIONS, CONDITIONS, RESTRICTIONS, COVENANTS, EASEMENTS AND RESERVATIONS HEREIN SET FORTH, WHETHER OBTAINED BY FORECLOSURE OR AT TRUSTEE'S SALE OR OTHERWISE.

SECTION 3 - RIGHT OF ENTRY TO CORRECT VIOLATIONS.

THE VIOLATION OF ANY OF THE PROVISIONS, CONDITIONS, RESTRICTIONS, COVENANTS, EASEMENTS, OR RESERVATIONS OR BREACH OF ANY OF THE OTHER COVENANTS AND AGREEMENTS HEREBY ESTABLISHED SHALL ALSO GIVE TO DECLARANT OR TO ITS SUCCESSORS IN INTEREST AS OWNERS OF THE REVERSIONARY RIGHTS HEREIN PROVIDED FOR, THE RIGHT TO ENTER UPON THE LOT UPON OR AS TO WHICH SUCH VIOLATION OR BREACH EXISTS, AND SUMMARILY TO ABATE AND REMOVE AT THE EXPENSE OF THE OWNER THEREOF, ANY STRUCTURE, THING OR CONDITIONS THAT MAY BE OR EXIST THEREON CONTRARY TO THE INTENT AND MEANING OF THE PROVISIONS HEREOF, AND THE PARTY OR PARTIES MAKING SUCH ENTRY SHALL NOT THEREBY BE DEEMED GUILTY OF ANY MANNER OF TRESPASS FOR SUCH ENTRY, ABATEMENT OR REMOVAL.

SECTION 4 - VIOLATION CONSTITUTES NUISANCE.

EVERY ACT OR OMISSION WHEREBY ANY PROVISIONS, CONDITIONS, RESTRICTION, COVENANT, EASEMENT OR RESERVATION IN THIS DECLARATION SET FORTH IS VIOLATED IN WHOLE OR IN PART, IS DECLARED TO BE AND SHALL CONSTITUTE A NUISANCE, AND MAY BE ABATED BY DECLARANT OR BY ITS SUCCESSORS IN INTEREST AS OWNERS OF THE REVERSIONARY RIGHTS HEREIN PROVIDED FOR, AND/OR BY ANY LOT OWNER IN SAID TRACT, AND SUCH REMEDY SHALL BE DEEMED CUMULATIVE AND NOT EXCLUSIVE.

SECTION 5 - CONSTRUCTION AND VALIDITY OF RESTRICTIONS.

ALL OF SAID PROVISIONS, CONDITIONS, RESTRICTIONS, COVENANTS, EASEMENTS, AND RESERVATIONS, CONTAINED IN THIS DECLARATION SHALL BE CONSTRUED TOGETHER, BUT IF IT SHALL AT ANY TIME BE HELD THAT ANY ONE OF SAID PROVISIONS, CONDITIONS, RESTRICTIONS, COVENANTS, EASEMENTS OR RESERVATIONS OR ANY PART THEREOF, IS INVALID, OR FOR ANY REASON BECOMES UNENFORCEABLE, NO OTHER PROVISIONS, CONDITIONS, RESTRICTIONS, COVENANTS, EASEMENTS OR RESERVATIONS OR ANY PART THEREOF, SHALL BE THEREBY AFFECTED OR IMPAIRED, AND THE GRANTOR OR GRANTORS AND GRANTEE OR GRANTEES, THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSOR, HEIRS AND/OR ASSIGNS SHALL BE BOUND BY EACH ARTICLE, SECTION, SUB-SECTION, PARAGRAPH, SENTENCE CLAUSE, PHRASE AND WORD OF THIS DECLARATION IRRESPECTIVE OF THE FACT THAT ANY ARTICLE, SECTION, SUB-SECTION, PARAGRAPH, SENTENCE, CLAUSE, PHRASE OR WORD BE DECLARED INVALID.



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SECTION 6 - ASSIGNMENT OF POWERS.

ANY OR ALL THE RIGHTS AND/OR POWERS OF DECLARANT HEREIN CONTAINED AS TO ANY OF THE SAID TRACT, MAY BE DELEGATED, TRANSFERRED, ASSIGNED, OR CONVEYED, TO ANY PERSON, CORPORATION OR ASSOCIATION, AND WHEREVER DECLARANT IS HEREIN REFERRED TO SUCH REFERENCE SHALL BE DEEMED TO INCLUDE ITS SUCCESSORS IN INTEREST OR ITS SUCCESSORS OR ASSIGNS OF THE REVERSIONARY RIGHTS HEREIN PROVIDED FOR OR CREATED.

SECTION 7 - FAILURE TO ENFORCE NOT A WAIVER.

THE TERMS AND PROVISIONS CONTAINED IN THIS DECLARATION SHALL BIND AND INURE TO THE BENEFIT OF AND BY ENFORCEABLE BY DECLARANT AND ITS SUCCESSORS, THE OWNER OR OWNERS OF ANY LOT OR LOTS IN SAID TRACT, THEIR AND EACH OF THEIR LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS, AND ASSIGNS, AT ANY TIME OR UPON ANY OCCASION, TO ENFORCE ANY OF SAID PROVISIONS, CONDITIONS, RESTRICTIONS, COVENANTS, EASEMENTS, RESERVATIONS, AND/OR AGREEMENTS, SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER.

Mark J. Smith
MARK J. SMITH

Dorothy W. Smith
DOROTHY W. SMITH

DATED: *June 6, 1970*

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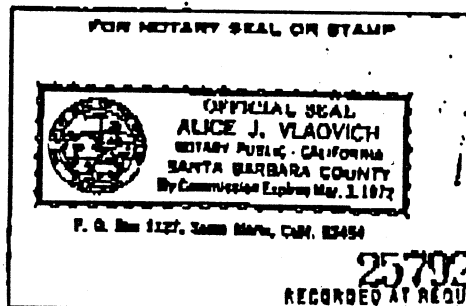
STATE OF CALIFORNIA }
COUNTY OF Santa Barbara } ss
June 6, 1970 }
On this day before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared
Mark J. Smith and
Dorothy W. Smith

known to me
to be the persons whose names are subscribed to the
within instruments and acknowledged that they executed the
same.

Alice J. Vlaovich

3/ Alice J. Vlaovich

Notary Public in and for said County and State



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SECURITY TITLE INSURANCE CO