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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.