

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

Any covenant, condition or restriction in this document indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. § 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. § 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

Recording requested by:

Safeco Title Insurance Company

When recorded, please return to:

Mark J. Smith  
4565 Orcutt Expressway  
Santa Maria, CA 93454

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OFFICIAL RECORDS  
SANTA BARBARA CO., CALIF.  
HOWARD C. MENZEL  
CLERK-RECORDER

INDEXED

DECLARATION OF ESTABLISHMENT OF PROTECTIVE COVENANTS  
RESTRICTIONS AND CONDITIONS OF TRACT NO. 12,320

Know all men by these present:

That the undersigned, Foxenwoods Builders, a Limited Partnership, is the sole owner in fee of the real property subdivision described as follows:

Lots 1 through 82 inclusive, of Tract No. 12,320 in the County of Santa Barbara, State of California, as per map recorded in Book 93 Pages 48-49 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, 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 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 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, 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

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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 establishing 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, outbuildings, 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.

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.

Section 7 - Trucks, Boats, Machinery and Equipment

All trailers, boats, and bulky equipment or machinery temporarily or permanently stored on any lot shall be so enclosed as to be concealed from sight from the streets and from adjoining property.

Article II - Building Restrictions

Section 1 - Single Family Residences

No building, structure or premises shall be erected, constructed, altered or maintained on any lot in said tract, except one 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