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When recorded mail to:

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

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**DECLARATION OF ESTABLISHMENT OF PROTECTIVE
COVENANTS RESTRICTIONS AND CONDITIONS OF
TRACT 12,735**

Know all men by these present:

That the undersigned, Mark J. Smith and Dorothy W. Smith,
are the sole owners in fee of the real property subdivision
described as follows:

Lots 1 through 168 inclusive, of Tract No. 12,735 in the
County of Santa Barbara, State of California as shown on map
filed in Book 97, Pages 30 to 34 of Maps in the office
of the Santa Barbara County Recorder.

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 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 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 or permitted or auth-
orized 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 spiritous 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.

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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.

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 the 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 establishing and applicable thereto, no building or structure anywhere on the tract, other than a complete 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 building 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 weed 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.