

Recording requested by:

Safeco Title Insurance Co.

When recorded mail to:

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

83-38632  
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OFFICIAL RECORDS  
SANTA BARBARA CO., CALIF.  
HOWARD C. MENZEL  
CLERK-RECORDER

DECLARATION OF ESTABLISHMENT OF  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF  
TRACT 12,769

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 87 inclusive, of Tract No. 12,769 in the County  
of Santa Barbara, State of California as shown on map filed in  
Book 123, Pages 79 through 82 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 improvement 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 I - 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 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 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.

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 Proposed 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 of 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.

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, motor homes or equipment 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 private, single family residential occupancy and use. Garage may be either attached or detached from house.

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 habitable 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 10% of lot width to any side lot line, no nearer than 25 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 20 feet between the side street line and the foundation wall.

### Article III --Architectural Committee

#### Section 1 - How Constituted:

The Architectural Control Committee is composed of:

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

Dorothy W. Smith  
4565 Orcutt Expressway  
Santa Maria, Ca. 93454

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 any compensation for service performed pursuant to this covenant. At any time after January 1, , 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, outbuilding, fence, wall, steps, or other structure, residence, garage, outbuilding, fence, wall, steps, or other structures, or parking area or 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 work 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.

### Article IV -- Duration and Enforcement Rights

#### Section 1 - Right of Entry to Correct Violations

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, , 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, , 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, the original therein modified, shall continue in force for successive periods of ten years unless and until further change, modified or