

Recording requested by:

Safeco Title Insurance Co.

When recorded mail to:

Mark J. Smith
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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,