



If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Removing unlawful restrictions: California law allows any person to file a "Restrictive Covenant Modification" form with the County Recorder where the property is located to remove unlawful restrictive covenants in recorded documents. The Restrictive Covenant Modification form must be completed and submitted to the County Recorder with a complete copy of the document containing the unlawfully restrictive language with the unlawfully restrictive covenant language redacted. The County Recorder will submit the form and document to County Counsel for a determination. Include your name and a return address on the upper left section of the form for the County Recorder to notify you of the action taken by County Counsel. As stated above, Restrictive Covenant Modifications forms are available from the County Recorder, or you may [click here](#) to access a Restrictive Covenant Modification form under the Legal Forms section.

Effective January 1, 2022

H.C. MENZEL CLERK RECORDER

SANTA BARBARA CO., CA.

1985-034348

1985 JUL -2 AM 11: 15

Recording Requested By
and when Recorded Mail to:

KIRK & SIMAS
A Professional Law Corporation
P.O. Box 1219
Santa Maria, CA 93456

17	7/02/85	21.00	RE
18	7/02/85	1.00	RE
19	7/02/85	19.00	AU

19

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR CAMEO GARDENS
A Portion of Tract No. 13,083

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
For a Portion of
Tract No. 13,083

INDEX

	<u>Page</u>
RECITALS	1
DECLARATION	1
SECTION 1 - DEFINITIONS	1
SECTION 2 - USE RESTRICTIONS AND COVENANTS	2
SECTION 3 - MAINTENANCE AND APPEARANCE	5
SECTION 4 - DESIGN, CONSTRUCTION AND ALTERATION OF STRUCTURES; ARCHITECTURAL COMMITTEE APPROVAL	7
SECTION 5 - DECLARANT'S RIGHTS	11
SECTION 6 - VIOLATION OF RESTRICTIONS; ENFORCEMENT	12
SECTION 7 - TRANSFER OF DECLARANT'S AND OWNERS' RIGHTS AND POWERS	13
SECTION 8 - LENDERS CLAUSE	13
SECTION 9 - TERM OF DECLARATION	13
SECTION 10 - REVOCATION OR AMENDMENT OF DECLARATION	14
SECTION 11 - GENERAL PROVISIONS	14

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR

CAMEO GARDENS
A Portion of Tract No. 13,083

This Declaration is made as of the 6th day of
June, 1985, by CAMEO GARDENS, A California General
Partnership ("Declarant").

R E C I T A L S:

Declarant is the owner of the real property described in Exhibit "A" ("real property"). Declarant has established a plan for improvement and development of the real property, and each and every lot and parcel therein, and desires to secure the harmonious and uniform development of the real property in accordance with said plan.

D E C L A R A T I O N :

Declarant declares that the real property, and each and every lot and parcel therein, is, and shall be, held, and occupied subject to the following limitations, restrictions, easements, covenants, conditions, and charges, all of which are declared and agreed to be in furtherance of and pursuant to a general plan for the development of the real property, and all of which are declared and agreed to be for the purpose of enhancing, maintaining and protecting the value and attractiveness of the real property. All of the limitations, restrictions, easements, covenants, conditions and charges shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the real property; shall be binding on and inure to the benefit of the successors in interest of such parties.

1. DEFINITIONS

1.1 The "Architectural Committee" means the architectural committee provided for in Section 4 hereof.

1.2 The "declarant" means CAMEO GARDENS, a California General Partnership, and its respective successors or assigns, it such successors and assigns acquire or hold record title to more than one undeveloped lot or parcel within the development for purposes of development, including any assignee of any of Declarant's rights or power hereunder, as provided for in Section 7 hereof.

1.3 The "development" means the entire

parcel of real property to be subdivided, improved or developed, including each and every lot and parcel therein and all structures and improvements thereon.

1.4 A "lot" means one of the subdivided parcels within the development, as designated in Exhibit "A".

1.5 An "owner" means each person or entity holding a record ownership interest in a lot, including declarant, and contract purchasers under recorded contracts. "Owner" shall not include persons or entities who hold an interest in a lot merely as security for the performance of an obligation.

1.6 The "real property" means all of the real property subject to this declaration as described in Exhibit "A".

1.7 A "structure" means any thing or device (other than trees or shrubbery not planted in a hedge) the placement of which upon any lot might affect the appearance of such lot, including, by way of illustration and not limitation, any building, out-building, garage, porch, shed, greenhouse, or bathhouse, coop or cage, patio, swimming pool, fence, wall, hedge, signboard, or any temporary or permanent living quarters, including any house trailer. "Structure" also includes any excavation or fill, the volume of which exceeds five (5) cubic yards, or any excavation, fill, ditch, diversion dam, or other thing or device which affects or alters the natural flow or surface waters upon or across any lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel upon or across any lot.

2. USE RESTRICTIONS AND COVENANTS

2.1 Single Family Residential Use Only. No lot shall be used for any purpose other than residence purposes, nor shall any lot be used for residence purposes by more than one family at any one time. Nothing in this declaration shall prevent an owner from leasing or renting his lot. However, any lease or rental agreement shall be in writing and any tenant shall abide by and be subject to all provisions of this declaration, and the rules of the Architectural Committee and any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement.

2.2 No Commercial Use. Except as otherwise provided in Section 5 of this declaration, no part of the development shall be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any

business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purpose.

2.3 Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on or in the development, and no oil wells, tanks, tunnels or mineral excavations or shafts shall be permitted on the surface of the development or within five hundred (500) feet below the surface of the development. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted on the development.

2.4 Offensive Conduct; Nuisances. No noxious or offensive activities shall be conducted on or within any lot or the development. Nothing shall be done on or within any lot or the development that may be or may become an annoyance or nuisance to the residents of the development, or that in any way interferes with the quiet enjoyment of residents of the development.

2.5 Animals. No animals, reptiles, rodents, birds, fish, livestock or poultry shall be kept on or in any lot or elsewhere within the development except that domestic dogs, cats, fish and birds inside birds cages may be kept as household pets on or in any lot if they are not kept, bred or raised for commercial purposes. The Architectural Committee can prohibit the keeping of any animal that constitutes a nuisance to any other owner in the sole and exclusive opinion of the Architectural Committee. Each person bringing or keeping a pet upon the development shall be absolutely liable to other owners, their family members, guests, invitees, tenants and contract purchasers, and their respective family members, guests, and invitees, for any damage to persons or property caused by any pet brought upon or kept upon the development by such person or by members of his family, his guests or invitees.

2.6 Signs. No sign or other advertising device of any nature whatsoever shall be placed or maintained upon any lot or elsewhere within the development with the exception of one (1) neatly painted "for sale" or "for rent" sign of customary and reasonable dimensions for each lot offering such lot for sale or for rent by the owner thereof or his agent, placed or maintained on that Lot.

2.7 Materials Storage. No lumber, metals or bulk materials shall be kept, stored or allowed to accumulate on any lot; provided, however, that lumber and other building materials may be kept thereon for immediate use during the course of construction of a structure which has been approved as hereinafter provided by the Architectural Committee.

2.8 Temporary Structures. No temporary structure, including a trailer, shall be maintained or used, temporarily or permanently, on any lot unless the same has been approved as hereinafter provided by the Architectural Committee.

2.9 Gas or Liquid Storage. No storage tank for the storage of gas or liquid shall be installed on or in the development unless such installation has been approved as hereinafter provided by the Architectural Committee.

2.10 Pipes. No water pipe, gas pipe, sewer pipe or drainage pipe (excepting hoses and movable pipes used for irrigation purposes) shall be installed or maintained on any lot above the surface of the ground, or less than three (3) inches beneath the ground surface.

2.11 Utility Pole. No utility pole shall be erected on any lot if underground service of such utility is available at the property line of such lot.

2.12 Cable Television. So long as cable television is available to a lot, no external television antenna shall be installed thereon. If and when cable television is no longer available to a lot, one (1) external television antenna may be installed thereon subject, however, to prior approval as hereinafter provided of the Architectural Committee as to the type of antenna and the location and manner of installation thereof. In addition, no external radio antennae or other external apparatus shall be installed on any lot without the prior approval as hereinafter provided of the Architectural Committee. Nothing herein shall prevent the maintenance and use of television and radio antennae within completely enclosed portions of structures.

2.13 Diseased Plants. No plants or seeds infected with noxious insects or plant diseases shall be brought upon, grown or maintained within the development.

2.14 Free access for Slopes and Drainage Maintenance. Each owner agrees for himself, his heirs, personal representatives, successors in interest and assigns, that he will permit free access by owners (or their representatives) of adjoining lots to slopes and drainageways located upon his lot which affect said adjoining lots when such access is essential for the maintenance or stabilization of slopes or drainage, or both, on such adjoining lots.

2.15 Solar Access. Each owner agrees for himself, his heirs, personal representatives, successors in interest and assigns that he will not permit the placement or growth of any tree or shrubbery upon his lot which might

interfere with the normal operation and efficiency of any solar heating system or other solar device approved for installation by the Architectural Committee or which might otherwise unreasonably affect, alter or restrict the natural flow of sunlight upon or across any other lot, and shall further trim or remove same to prevent growth which might affect, alter or restrict such natural flow of sunlight upon or across any other lot. The Architectural Committee shall determine whether any growth unreasonably affects, alters or restricts the natural flow of sunlight. In addition, in order to secure solar access no structures in excess of one story shall be permitted.

2.16 Division of Lots. None of the lots within the development shall be divided by subdivision map or parcel map, or otherwise, without the prior approval as hereinafter provided of the Architectural Committee.

2.17 Garages and Carports. Garages and carports shall only be used for the purpose of parking motorized vehicles (including motorcycles) and boats and trailers, and, in addition, in the case of garages, for storage purposes. Garages and carports shall not be converted for living or recreational activities. Each garage and carport shall be kept clean and neat by the owner of the lot on which the same may be located. There shall be no use made of any such garage which creates an unsightly appearance or which may cause damage to any structure.

2.18 Parking Restrictions. Except as otherwise approved by the Architectural Committee, no boat, trailer, recreational vehicle, camper, truck or commercial vehicle shall be parked or left within the designated setback area or front yard set back area of each lot, which includes the entire lot area located between the street and the residential structure located upon the lot, nor shall any owner permit the parking of any such vehicle, boat or trailer on the street in front of such lot.

2.19 Compliance With Laws, Etc. No owner shall permit anything to be done or kept in or on his lot that violates any law, ordinance, statute, rule or regulation of any local, county state or federal body.

3. MAINTENANCE AND APPEARANCE

3.1 Structures. Each owner of a lot shall keep and maintain all improvements and structures on his lot in an attractive, clean, sightly and wholesome manner at all times.

3.2 Landscaping and Fencing.

(a) Each owner of an improved lot shall keep

and maintain the planting and landscaping of such lot in an attractive clean, neat, sightly and wholesome appearance at all times, and shall further keep, maintain, plant and replant the lot so as to prevent erosion or the possible occurrence of erosion of such lot. As to any lot acquired by an owner which is not fully landscaped at the time of acquisition, the owner shall, within thirty (30) days after construction of residential improvements, cause those portions of his lot which are visible from streets, roadways and adjoining lots to be landscaped in an attractive, clean, sightly and wholesome manner. Such required landscaping shall include, without limitation, all front yards and, as to corner lots, shall also include sideyards. The adequacy of all landscaping shall be determined by the Architectural Committee and each owner shall comply with its decision after being afforded a hearing by the Architectural Committee.

(b) As to any lot acquired by an owner the rear yard of which is not fenced at the time of acquisition, the owner shall within thirty (30) days after construction of the residential improvements cause the rear yard of his lot to be fully enclosed by a fence six (6) feet in height and made of wood, slump stone, or such other material as the Architectural committee may approve. Wood fences shall be "good neighbor" fences.

(c) As to any lot acquired by an owner the rear yard of which is already either partially or completely fenced at the time of acquisition or thereafter pursuant to paragraph 3.2 (b) above, then such owner shall within thirty (30) days after construction of the residential improvements

i) Cause any unfenced portion of the rear yard of his lot to be fenced in accordance with paragraph 3.2 (b) and

ii) Reimburse the owners of the adjoining lots for his prorata share of the cost to such adjoining owners of erecting any fence erected pursuant to paragraph 3.2 (b) by such owners or their predecessors in interest between the owner's lot and the adjoining owners' lots.

3.3 Rubbish and Debris. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate on any lot within the development which renders such lot unsanitary, unsightly, offensive or detrimental to any other lot in the development or to the occupants of such other lot. Trash, garbage, rubbish and other waste shall only be kept in sanitary containers. All service yards or service areas, clothesline areas, sanitary containers and storage piles on any lot shall be enclosed or fenced in such a manner that such yards, areas, containers

and piles will not be visible from any streets, roadways and adjoining lots. Notwithstanding, such sanitary containers may be set out for a reasonable period of time before and after scheduled trash pick-up.

4. DESIGN, CONSTRUCTION AND ALTERATION OF STRUCTURES; ARCHITECTURAL COMMITTEE APPROVAL

4.1 Allowable Structures. No structure may be erected, placed, moved onto or maintained ("constructed") on any lot except one (1) single family dwelling house designed for occupancy by not more than one (1) family with an interior dwelling area of not less than 1,800 square feet, and subject to the provisions of paragraph 2.15 of this Declaration, not exceeding two (2) stories, together with no more than one detached out-building for use as a garage, servants' quarters, pool house or guest house in conjunction with said single family dwelling house, and such other structures as may be appropriate to the improvement and landscaping of said lot for the purpose of its occupancy as a residence by a single family. Each such out-building shall conform in appearance with said dwelling house, and no such out-building or other structure may be erected without the prior approval as hereinafter provided of the Architectural Committee. All houses shall have a roof pitch of at least 4:12.

4.2 Approval of Plans Required. No structure may be constructed upon any lot, nor shall any existing structure upon any lot be altered in any way which materially changes the exterior appearance thereof, nor may any action be taken by an owner which requires approval of the Architectural Committee hereunder, unless prior thereto complete plans for such construction, alteration or action, including any exterior color scheme and a landscaping and plot plan of the location thereof with reference to said lot and structure, are submitted to the Architectural Committee for approval. Approval of such plans may be withheld because of failure to comply with this declaration, or because said plans fail to include such information as may be reasonably requested by the Architectural Committee, or because of reasonable objection to the design and appearance of the proposed structure, alteration or action, or its failure to conform with existing structures within the development, or because the location, grading plan, color scheme, finish, design, proportions, style of architecture, height or appropriateness of the proposed structure, alteration or action is disapproved, or because of any other matter which, in the judgment of the Architectural Committee, would render the proposed structure, alteration or action inharmonious with the general plan of improvement of the development or with other structures located on lots in the vicinity of the lot upon which the structure or

alteration thereof is proposed. Upon approval by the Architectural Committee of plans for construction, alteration or other action, a copy of such plans as so approved shall be deposited for permanent record with the Architectural Committee and a copy of such plans bearing the written approval of the Architectural Committee shall, upon request, be returned to the owner or the lot upon which such structure is or will be constructed or altered. If any structure shall be constructed or altered upon any lot, or if any action requiring approval of the Architectural Committee shall be taken, otherwise than in accordance with plans or conditions approved by the Architectural Committee pursuant to the provisions of this Section 4, such construction, alteration or action shall be deemed to have been undertaken in violation of and without the approval required by this Section 4.

4.3 Non-Waiver. Approval of plans or action for one (1) lot shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove such plans or action or any of the features or elements included therein if such plans or action or features or elements are subsequently submitted for approval for any other lot or lots.

4.4 Time to Completion. Any approved work of construction or alteration or other action requiring approval hereunder shall be prosecuted diligently to completion in accordance with the plans or action so approved, and completed within twelve (12) months after the date of such approval. Failure to so complete such work shall cause such approval to be automatically withdrawn, unless the Architectural Committee extends such approval for a period of not to exceed six (6) additional months. After such automatic withdrawal of approval, the structure being constructed or altered shall not then or thereafter be occupied or permitted to remain on any lot for a period longer than three (3) months. For purposes of calculating the time within which work must be completed as set forth above, any prevention, delay or stoppage in the construction or alteration undertaken pursuant to this Section 4, due to acts of God, war, inability to obtain labor or materials or reasonable substitutes therefor, or governmental regulations or controls shall extend the provisions of this Section 4.4 with respect to time for a period equal to any such prevention, delay or stoppage, not to exceed a period of twelve (12) months.

4.5 Certificate of Compliance. Upon completion of the work of construction, alteration or other action in accordance with plans approved by the Architectural Committee, it shall, upon written request of the owner thereof, issue a certificate of compliance signed by two of its members identifying such structure and the lot

on which such structure is placed, and stating that the plans and location of such structure have been approved and that such structure or other action taken by the owner complies with this declaration. Delivery of such certificate to such owner shall be at the expense of such owner. When a certificate of compliance is issued and delivered in accordance with the provisions of this Section 4.5, any person who may have an interest in the development or any lot therein shall be precluded from raising any question or asserting any irregularity of whatsoever kind or nature, as to the Architectural Committee, any purchaser or encumbrance in good faith and for value, or any title insurer, concerning the compliance of any structure on the lot therein described with all of the requirements of this Section 4 and with all other requirements of this declaration as to which the Architectural Committee exercises any discretionary or interpretive powers, or concerning the right of the persons purporting to sign such certificate and deliver the same on behalf of the Architectural Committee.

4.6 Fees. Until December 31, 1990, the Architectural Committee may charge and collect a fee of \$50.00 for the examination of any plans and submitted for approval pursuant to this Section 4, payable at the time such plans are so submitted.

4.7 Appointment of Architectural Committee. The Declarant shall appoint all of the original members of the Architectural Committee, consisting of not less than three (3) nor more than five (5) persons and any replacements thereof. The number of members initially appointed shall constitute the number of authorized members of the Architectural Committee. The initial appointees (and any replacements) shall hold office until the first anniversary of the original issuance of a Final Subdivision Public Report by the California Commissioner of Real Estate in connection with the development of the real property. Thereafter, Declarant may appoint a majority of the members of the Architectural Committee, and any replacements thereof, until ninety percent (90%) of the lots have been sold and deeds thereto recorded in favor of owners or until the fifth anniversary of the original issuance of a Final Subdivision Public Report in connection with the real property, whichever shall first occur. After one (1) year from the date of the original issuance of a Final Subdivision Public Report, the owners of at least three-fourths of the lots shall have the power to appoint one (1) member of the Architectural Committee by written consent, which power shall continue until ninety percent (90%) of the lots have been sold and deeds thereto recorded in favor of owners or until the fifth anniversary of the original issuance of a Final Subdivision Public Report in connection with the real property, whichever shall first

occur. Thereafter, the owners of at least three-fourths of the lots shall have the power to appoint all of the members of the Architectural Committee by written consent, which members shall be owners. Any designation of a successor member of the Architectural Committee shall be evidenced by a written instrument executed by an existing or newly designated member of the Architectural Committee and recorded in the office of the county recorder of the county in which the development is located. Resignation from the Architectural Committee may be accomplished by written instrument recorded in the office of the county recorder of the county in which the development is located.

4.6 Failure to Act. In the event the Architectural Committee shall fail or refuse to act upon any matter presented to it for its approval for a period of thirty (30) days, the approval of the Architectural Committee on such matter shall be deemed to have been given.

4.9 Non-Liability of Members. No member of the Architectural Committee shall be liable to any owner, or to any other party, for any action taken by reason of or resulting from any mistake in judgment, negligence or nonfeasance.

4.10 Promulgation of Rules. The Architectural Committee may promulgate rules governing the form and content of plans to be submitted for its approval and governing the standards or required maintenance of lots, including the structures and landscaping thereof. Further, the Architectural Committee may issue statements of its policy with respect to the foregoing or with respect to other matters with which it may be concerned. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from, or amendment of any such rule or statement shall be deemed to bind the Architectural Committee as to its actions, including approval or disapproval of any feature or matter with which it may be concerned, or to waive the exercise of the Architectural Committee's discretion as to any such matter. Without waiver of the foregoing right to promulgate and amend rules, such rules shall provide as follows:

(a) No deviation from the following styles of construction shall be permitted without specific prior approval of the Architectural committee:

- i) Spanish (no exterior arch may be less than ten (10) inches in thickness)
- ii) Mediterranean (no exterior arch may be less than ten (10) inches in thickness)

- iii) Cape Cod
- iv) French Provincial
- v) English Tudor
- vi) Colonial (Early american)
- vii) Victorian
- viii) Ranch
- ix) Contemporary

(b) All roofs shall be composed of wood shakes or tile.

(c) All driveways shall be cement.

(d) No T-111 wood siding shall be permitted except as specifically approved by the architectural committee.

(e) Windows shall be of wood or aluminum of a bronze, white or other color other than natural mill finish.

4.11 Violation of Rules. The violation of rules promulgated by the Architectural Committee shall be deemed to be a violation and breach of this declaration.

5. DECLARANT'S RIGHTS

5.1 Permitted Activities. Any provisions of this declaration to the contrary notwithstanding, nothing herein shall be construed as preventing declarant, its agents, representatives, designees, contractors or sub-contractors from engaging in any of the following:

5.1.1 The construction and maintenance upon lots of structures, landscaping, planting and other improvements (such structures, landscaping, planting and other improvements may also be maintained by the buyers and renters thereof from declarant and their respective successors and assigns and such maintenance by such persons shall not, under any circumstances, be construed as being in violation of any provisions of this declaration).

5.1.2 All forms of activities relating to construction and installation upon lots of structures, landscaping, planting and other improvements, including, but not limited to, use of temporary construction trailers, privies and buildings.

5.1.3 All forms of advertising activities, and all forms of sales, marketing and rental activities relating to sales and rentals of lots and improvements thereon, including, but not limited to, use of signs, flags, poles, posters, sales offices and model homes.

5.2 Conflict With Other Sections. To the extent any provisions of this Section 5 conflict with any other provisions of this declaration including, but not limited to, those set forth in Section 2 and 4 hereof, the conflicting provisions of this Section 5 shall in all instances prevail and control.

6. VIOLATION OF RESTRICTIONS; ENFORCEMENT

6.1 Right of Entry to Ascertain Compliance. Any agent of declarant or of the Architectural Committee may, at any reasonable time or times, enter upon and inspect any lot for the purpose of ascertaining whether the maintenance of such lot, the maintenance, construction, or alteration of structures thereon, any other matters referred to in this declaration, as in compliance with the provisions hereof, and no trespass or other wrongful act shall be deemed to have been committed by reason of such entry or inspection.

6.2 Right of Entry to Cure at Owner's Expense. Upon any violation or breach of any of the provisions of this declaration and after not less than thirty (30) days prior written notice thereof (except in cases of emergency) to the owner(s) of the lot involved, and if, within said thirty (30) day period no action has been taken by said owner(s) to correct such violation or breach, then and in that event, declarant, its agents, or any designated member or representative of the Architectural Committee, shall have the right to enter any lot upon or as to which such violation or breach exists, and may, at the expense of the owner of such lot together with associated costs and reasonable attorney's fees, if any, summarily take such action as may be necessary to cure the violation or breach so as to bring such lot into full compliance with this declaration. Upon any violation or breach of any of the provisions of this declaration and in case of emergency, the aforesaid right of entry and cure shall be immediate. Any person so entering upon a lot to effect such cure shall be subject to no liability and no trespass or other wrongful act shall be deemed to have been committed by reason of such entry or curing.

6.3 Proceedings to Enforce Declaration. Violation of any of the provisions of this declaration may be enjoined, abated, restrained or otherwise remedied by appropriate legal or equitable proceedings. Proceedings to restrain such violation may be brought at any time that such violation appears reasonably likely to occur in the future. In the event proceedings are brought by any party or parties to enforce or restrain such violation or to determine the rights or duties of any person hereunder, the prevailing party in such proceedings may recover all costs and reasonable attorneys' fees to be fixed by the court, in

addition to court costs and any other relief awarded by the court in such proceedings. Such proceedings may be brought by declarant, the Architectural Committee, any aggrieved owner, or their respective agents or representatives.

6.4 Waiver. The failure by declarant, its agents, any member of the Architectural Committee, any owner or any other person entitled to enforce this declaration, to enforce the same shall in no event be deemed a waiver of the right of such person or of any other person entitled to enforce this declaration to enforce the same thereafter. Waiver or attempted waiver of any provision of this declaration with respect to any lot shall not be deemed a waiver thereof as to any other lot, nor shall the violation of any provision hereof in respect to any lot or lots affect the applicability or enforceability of any provisions of this declaration in respect to any other lot.

7. TRANSFER OF DECLARANT'S AND OWNERS' RIGHTS AND POWERS HEREUNDER

7.1 Declarant. The Declarant's rights hereunder, together with any other rights or powers of declarant with respect to the development arising out of or in connection with this declaration, may be assigned by declarant to any other person.

7.2 Owners. Any rights exercisable by the several owners of the lots to enforce this declaration shall pass to the subsequent owners thereof along with the conveyance of such lots.

8. LENDERS CLAUSE

No violation of any of the provisions of this declaration shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any portion of the development provided, however, that any purchaser at any trustee's, mortgagee's or foreclosure sale or otherwise shall be bound by and subject to all provisions hereof as fully as any other owner of any portion of the development.

9. TERM OF DECLARATION

This declaration shall run with the land, and shall continue in full force and effect for a period of fifty (50) years from the date on which this declaration is executed unless sooner revoked in accordance with Section 10. After that time, this declaration shall be automatically extended for successive ten (10) year periods

unless revoked in accordance with Section 10.

10. REVOCATION OR AMENDMENT OF DECLARATION

This declaration may be revoked or amended in any respect upon the written consent of the owners of not less than three-fourths (3/4) of the lots in the development, which revocation or amendment shall be evidenced by a written Certificate of Revocation or Amendment executed and acknowledged by a member of the Architectural Committee and recorded in the office of the county recorder of the county in which the development is located.

11. GENERAL PROVISIONS

11.1 Architectural Committee to Resolve Conflict. If any discrepancy, conflict or ambiguity is found to exist concerning the provisions of this declaration, such ambiguity, conflict or discrepancy shall be resolved and determined by the Architectural Committee in its sole discretion. Such determination shall be made for the purpose of securing the harmonious and uniform appearance of the development.

11.2 Liberal Construction. The provisions of this declaration shall be liberally construed to effectuate its purpose.

11.3 Severability. The provisions of this declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision(s) of it shall not invalidate any other provisions.

11.4 Damages Inadequate Remedy. Damages shall not be deemed adequate compensation for any breach or violation of any provisions of this declaration. Declarant and such persons as from time to time may be the owners contemplate the specific enforcement of the provisions hereof as part of a general plan for the improvement and use of the development, and do not contemplate recovery of damages alone in lieu of such enforcement for any breach or violation of any of the provisions hereof.

11.5 Cumulative Remedies. Each remedy provided for in this declaration shall be cumulative and not exclusive. Failure to exercise any remedy provided for in this declaration shall not, under any circumstances, be construed as a waiver thereof.

11.6 Headings. The headings used in this

declaration are for convenience only and shall not affect the meaning or interpretation of the contents hereof.

11.7 No Racial Restriction. No owner shall execute or cause to be recorded any instrument which imposes a restriction upon the sale, leasing or occupancy of his lot on the basis of race, sex, or creed.

11.8 Number; Gender; Person. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires. "Person" includes artificial persons and entities, as the context requires.

11.9 Exhibits. All exhibits referred to are attached to this declaration and incorporated by reference.

11.10 Binding Effect. This declaration shall inure to the benefit of and be binding on the successors and assigns of the declarant, and the heirs, personal representatives, grantees, tenants, successors and assigns of the owners.

Dated: June 6, 1985

Declarant:

CAMEO GARDENS
A California General Partnership

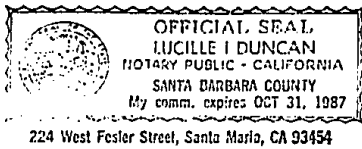
By: Ronald H. Edwards
Ronald H. Edwards
General Partner

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss:
County of Santa Barbara)

On this the 6 day of June, 1985 before me, the undersigned Notary Public, personally appeared RONALD H. EDWARDS, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument on behalf of the partnership, and acknowledged to me that the partnership executed it.

WITNESS my hand and official seal.



Lucille I. Duncan
Lucille I. Duncan
Notary Public

EXHIBIT "A"

Lots 19 through 50 inclusive of Tract
No. 13083, Unit 2 in the County of Santa
Barbara, State of California, as per Map
recorded in Book 128, pages 26 to 29, of
Maps, in the office of the County
Recorder of said County.

EXHIBIT "A"