Title Insurance and Trust Company

ING REQUESTED BY & RECORDED RETURN TO 166060-RE

ROBERT WILKS
5845 OAKHILL DR
SANTA MARIA, CAL 93455

82- 8417
MAR 4 8 00 AM '82
OFFICIAL RECORDS
SANTA BARBARA CO. CALIF.
HOWARD C. MENZEL
CLERK-RECORDER

DECLARATION OF RESTRICTIONS

OAKHILL COUNTRY ESTATES

* AMENDED MARCH 1982.

JACKIE C. WILKS, and ROBERT C. WILKS, herein called "Declarant", are the owners of certain real property known as Oakhill Country Estates, in the County of Santa Barbara, California, more particularly described in Exhibit A attached hereto (herein called the "subject property").

The subject property is a rural area of much natural beauty, situated between long-established village and developing urban uses on the one hand, and grazing and agricultural uses on the other, and is particularly suited for residential use. It is the desire and intent of Declarant to develop and provide an environment in which individual residential parcels and the improvements thereon are in gracious harmony with each other and the natural rural beauty of the area and to preserve such an environment for the enjoyment and convenience of the persons living thereon. The covenants, conditions and restrictions established by this Declaration are intended to secure such objectives.

NOW THEREFORE, Declarant hereby declares that the Subject Property is and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of the subject property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the subject property and every part thereof. All of the limitations, restrictions, conditions and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the subject property or any part thereof.

* THIS DOCUMENT SUPERSEDE THOSE DECLARATIONS OF RESTRICTIONS RECORDED FEB. 10,1981 AS INSTRUMENT NO. 81-5955.



ARTICLE I

DEFINITIONS

1.01 - "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any part of the Subject Property, and shall also include contract buyers and sellers, anyone holding any legal or equitable interest in any part of the Subject Property, and any holder of any possessory interest therein; but shall exclude those having any interest merely as security for the performance of an obligation, to the extent such interest is non-possessory.

1.02 - "Record Owner" refers to the owner holding fee simple title to a portion of the Subject Property according to the records of the County Recorder of Santa Barbara County.

1.03 - "Subsequent Owner" refers to any owner whose interest was acquired subsequent to that of Declarant.

1.04 - "Parcel", or "lot", refers to Parcel A of Parcel Map 12.519 as shown on Map filed in Book 21, Pages 15 and 16 of Parcel Maps, records of Santa Barbara County, and any subsequent subdivision of said Parcel A.

1.05 - "Association" refers to the Oakhill Country Estates Owners Associations, its successors and assigns.

1.06 - "Board" refers to the Board of Directors of the Association.

1.07 - "Dedicated Road" means a road within the Subject Property that has been dedicated to public use and accepted by a County, City, or other governmental unit according to law.

1.08 - "Estate Road" means a road serving the Subject Property (or any portion thereof), for which the Association has accepted the responsibility of maintenance and repair, and may include a "Dedicated Road" if such dedicated road is not maintained by the governmental unit.

1.09 - "Private Road" means a road other than a "dedicated road" or "estate road" in which one or more owners have an easement for access over the land of another.

ARTICLE II

RESTRICTIONS ON USE

2.01 - No lot shall be used for any purpose other than for single family residential use, within the limits of applicable land use



Non-Order Search Page 2 of 12 Requested By: a.karunagara, Printed: 8/24/2026 10:40:22 AM
Doc: CASANT:1982 00008417

statutes and ordinances.

2.02 - No part or parcel of the Subject Property shall be used for any business, commercial, or industrial purpose, or for any other purpose inconsistent with the use of the Subject Property as a rural residential community of single family homes; provided, however, that nothing herein contained shall prohibit the owner or owners of any parcel or parcels having an area of 10 or more acres from grazing cattle on such owners' parcel(s), if such owner first obtains permission to do so from the record owners of not less than 60% of the area of the Subject Property. Such permission shall be for a period not exceeding three years and such grazing use shall terminate at expiration of the term of the granted permission, unless renewed or extended.

2.03 - No improvement, excavation, construction or other work which, in an way, alters any portion of the Subject Property from its natural or improved state existing on the date the parcel bounding such work was first conveyed in fee by Declarant to a subsequent owner shall be made or done except upon strict compliance with these restrictions.

2.04 - No noxious or offensive activity shall be carried on upon any part of the Subject Property, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other owners in their enjoyment of their parcels. In determining whether there has been a violation of this paragraph, recognition must be given to the premise that owners, by virtue of their interest in the Subject Property, are entitled to the reasonable enjoyment of the natural benefits and surroundings of the Subject Property, and are entitled to be free from all unnecessary visual, auditory, or other pollution of the natural environment. No rubbish or debris of any kind shall be permitted to accumulate, and no odors, sights or sounds shall be permitted that render any part of the Subject Property unsanitary, unsightly, offensive, or detrimental to any other portion of the Subject Property or its occupants. Trash, garbage, or other waste material shall be placed in covered containers, which shall be screened from public view except when moved or placed for timely disposal.

2.05 - Each parcel, and any and all improvements there, shall be maintained by the owner thereof in good condition and repair.



Non-Order Search
Doc: CASANT:1982 00008417
Page 3 of 12 Requested By: a.karunagara, Printed: 8/24/2026 10:40:22 AM

2.06 - No livestock, animals or poultry (except a reasonable number of customary household pets) shall be permitted or retained on any parcel except that on parcels of more than two acres, one horse or one cow or steer (or combination thereof) shall be permitted per acre of parcel area. Notwithstanding this provision, the Design Committee may grant, for specific limited time periods, permission to use appropriate portions of the Subject Property for animal raising projects, such as 4-H or other similar projects. Such permission shall be granted only upon conditions that are otherwise consistent with these restrictions, including paragraph 2.04, and shall ordinarily require reasonable landscaping, screening or other appropriate measures to mitigate the impact of such projects.

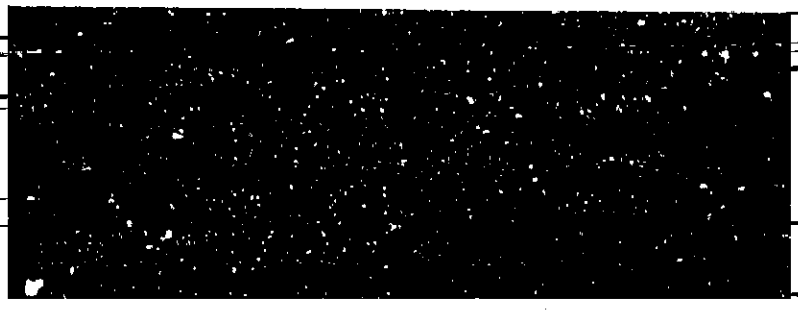
2.07 - No trailer of any kind, truck camper, recreational vehicle or boat or inoperative vehicle of any kind shall be kept, placed or maintained upon any parcel in such manner that it is visible from any other parcel. However, the Design Committee may grant, for specific limited time periods, permission to use appropriate portions of the Subject Property for such purposes. Such permission shall be granted only upon conditions that are otherwise consistent with these restrictions (including 2.04) and shall ordinarily require reasonable landscaping, screening or other appropriate measures to mitigate the impact of such use.

2.08 - No sign of any kind shall be displayed to public view on any parcel, except one "for sale" or "for rent" sign not exceeding six square feet and one residential identification sign not exceeding 1.5 square feet.

2.09 - No oil drilling, oil development operations, oil refining, quarrying or mining operations or any kind shall be permitted upon any parcel, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon or in any parcel. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any parcel.

2.10 - No activity shall be conducted on any parcel and no improvements constructed upon any parcel which may be unsafe or hazardous to any person or property. Without limiting the foregoing, no firearms or fireworks shall be discharged upon any parcel.

2.11 - No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or outbuilding shall be used on any lot at



Non-Order Search
Doc: CASANT:1982 00008417
Page 4 of 12 Requested By: a.karunagara, Printed: 8/24/2026 10:40:22 AM

at any time as a residence either temporarily or permanently. The Design Committee may, however, permit temporary occupancy as a residence for specific limited time periods of permanent structures such as guest houses or barns when such structures are part of a development approved by the Design Committee.

2.12 - Outside clotheslines or clothes drying facilities shall not be visible from any neighboring parcel.

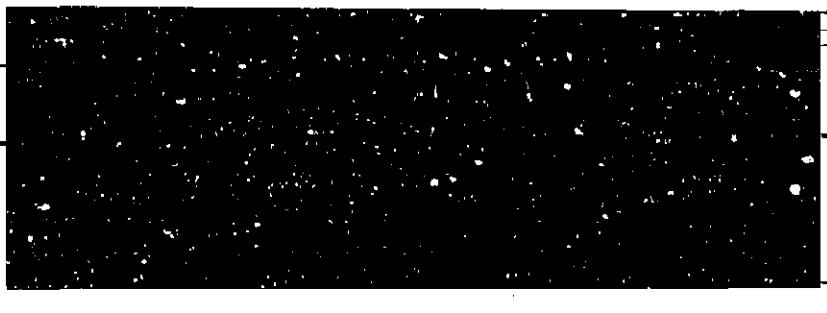
ARTICLE III

CONSTRUCTION AND ALTERATION OF IMPROVEMENTS

3.01 - No building, improvement, or excavation shall be constructed, placed or altered on any parcel unless and until the construction or excavation plans and specifications (including site location plan) have been approved by the Design Committee as to quality of workmanship and materials, harmony of external design with existing structures and the environment, location, and compliance with the provisions and objectives of this declaration. For purposes of this declaration, no fence or wall (other than walls for buildings) shall be deemed an "improvement" unless it exceeds 5 feet in height or is located within ten feet from the right-of-way line of any road, in which case it is deemed an "improvement".

3.02 - No building shall be erected, altered, placed or permitted to remain on any parcel other than one detached single-family dwelling not to exceed two stories in height and a private garage, together with buildings incidental to, and compatible with, the rural residential character of the area and the particular parcel, including a guest house, help quarters, equipment sheds and (on parcels where livestock is permitted) a barn and corrals, none of which may be rented or occupied separately from the main residential structure, or used for any purpose whatsoever except incidental to single-family residential use. Any main residential structure shall have a minimum floor area of 2,400 square feet, exclusive of garages, porches, patios and incidential structures, and an enclosed garage of not less than 500 square feet of floor area.

3.03 - All roofs shall be constructed of fire-resistent material, such as tile or its equivalent.



Non-Order Search Page 5 of 12 Requested By: a.karunagara, Printed: 8/24/2026 10:40:22 AM
Doc: CASANT:1982 00008417

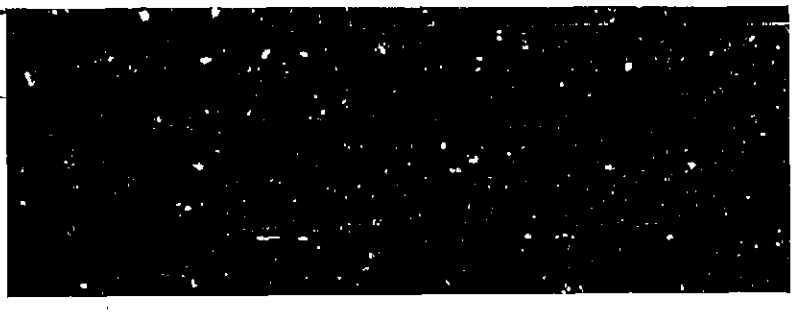
3.04 - No building shall be located on any parcel closer than 30 feet from a road right-of-way line, and no closer than 15 feet from any parcel boundary line. For this purpose, eaves and overhangs approved by the Design Committee shall not be deemed part of a building.

3.05 - All utility lines shall be installed underground, except such temporary lines as are approved by the Design Committee for use during construction only.

3.06 - No living tree having a height of eight feet or more and having a trunk measuring six inches or more in any diameter within 12 inches of ground level shall be destroyed, killed or removed from any parcel unless and until the owner first obtains approval therefor from the Design Committee. In the event of a violation of this section, the Design Committee, the Board, or the Association, may enter upon such parcel and replace any tree improperly removed or destroyed with either a similar tree in type and size or with such other tree as the Design Committee may deem appropriate. The owner of such parcel shall make prompt reimbursement for all expenses (including reasonable value of time required) incurred in such replacement (not to exceed such expense as would have been required to replace such tree with a tree similar in type and size). In exercising its discretion to permit or refuse tree removal herein, the Design Committee shall be guided by the objectives of this declaration, but shall also recognize the siting limitations of some parcels for necessary residential improvements. The Design Committee may require, as a condition of destroying or removing any tree, that other appropriate trees or landscaping be installed.

3.07 - Any owner seeking Design Committee approval should submit to the Committee such plans and specifications as may be requested, including when deemed appropriate by the Committee, but without limitation, the following: parcel plot plan showing contour lines, the location of all existing and proposed improvements, proposed drainage plan and sanitary disposal facilities, location of existing trees, trees the applicant proposes to remove, and location of all proposed utility lines; floor plans; drawings showing all exterior elevations; description of exterior materials and colors, with samples; working drawings and specifications; and the applicant's proposed construction schedule.

3.08 Within 10 days after the filing of any application with the Design Committee, the Committee shall notify the applicant of any additional plans or specifications which are required by the Committee. The Committee shall be diligent in considering any



Non-Order Search
Doc: CASANT:1982 00008417
Page 6 of 12 Requested By: a.karunagara, Printed: 8/24/2026 10:40:22 AM

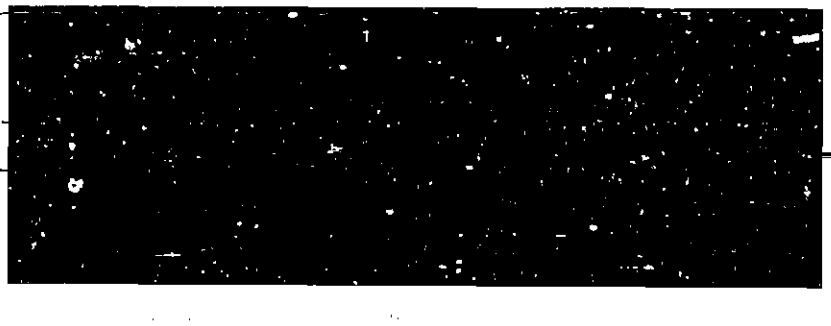
application and shall, in any event, approve or reject the application in writing within 30 days after the submission of all required plans and specifications. Any rejection shall specify in writing the reasons therefor. Any approval may be conditioned upon specified modifications or the submission of additional plans or specifications to assure conformity with approved plans. Applications which have been neither approved or rejected within 30 days after the submission of all required plans and specifications shall be deemed approved. The Committee shall keep a record, and notify the applicant, of the date of all submissions, approvals, and denials.

3.09 - The construction of any building or improvement shall be completed within nine months after the commencement thereof, unless extended by the Design Committee because of impossibility or great hardship due to strikes, fires, natural calamities, or emergencies beyond an owner's control. If an owner fails to comply with this paragraph, any approval granted by the Committee shall be deemed revoked.

3.10 - The Design Committee and any member thereof, may enter upon a parcel at any reasonable time for any purpose reasonable related to the Committee's work, including without limitation to inspect the location of proposed improvements; to review the progress of approved projects and their compliance with approved plans.

3.11 - The Design Committee or the Association shall have authority to enter upon any parcel to remove and/or restore any improvement on excavation constructed, reconstructed, altered or maintained in violation of this Article and the owner thereof shall make reimbursement for all expenses incurred (including reasonable value of time required), which expense shall be a lien on such parcel until paid.

3.12 - The Design Committee shall consist of three members. The following persons are designated as the initial members of the Committee: Ed Flynn, Jr., Robert Wilks, and (to be appointed). Each of said persons shall hold office until resigned or removed, or his successor appointed. Members of the Committee may be removed at any time without cause. Declarant shall have the right to appoint and remove all members of the Committee until Jan. 1,1987, or until all parcels have been sold to a subsequent owner, whichever first occurs. Thereafter, the Board shall appoint and remove all members of the Committee. If, for any reason, at any time there is no Board capable of making such appointments, such appointments may be made by election of the owners, in the same manner as herein provided for election of



Non-Order Search Page 7 of 12 Requested By: a.karunagara, Printed: 8/24/2026 10:40:22 AM
Doc: CASANT:1982 00008417

Members of the Board. The vote or written consent of any two Members shall constitute an act of the Committee.

3.13 - The approval by the Design Committee of any proposal, plan or specification shall not constitute a waiver of any right to withhold approval or consent as to any similar proposal, plan or specification subsequently submitted.

3.14 - Neither the Design Committee nor any member thereof shall have any liability to anyone for any act or failure to act having to do with the Design Committee, done in good faith.

3.15 - The design Committee in its discretion, may impose a reasonable fee schedule to cover the time and expense required to process applications.

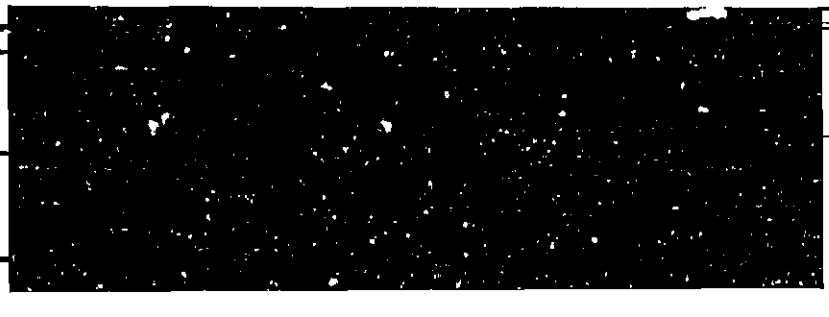
ARTICLE IV

THE ASSOCIATION

4.01 - The Association is a non profit unincorporated association which may incorporate at any time upon a vote of the members, and is vested with the duties and powers prescribed by law and set forth in its Articles and By-laws and this Declaration. Neither the Articles nor By-laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration, as it may be amended.

4.02 - Each owner of fee simple title of a parcel, including buyers in possession who have equitable title created by a contract of sale, by virtue of being such an owner, and for so long as such person or entity is such an owner, shall be a member of the Association. Association membership shall be appurtenant to the respective parcel owned, and shall not be transferred, pledged or alienated in any way except upon the transfer of title to said parcel, and then only to the transferee thereof. Any transfer or attempted transfer in violation of this paragraph shall be void. Any transfer of title to a parcel shall automatically transfer said membership to a new owner of such fee simple (or equitable) title.

4.03 - Each member shall have one vote per parcel owned, and parcels in excess of one acre in area shall have one additional vote for each two full acres of area in excess of one acre. The votes for each parcel shall be cast, if at all, as a unit. In the event that co-owners of a parcel are unable to agree among themselves as to how their votes shall be cast, they shall lose their right to vote on the matter in question. If any owner



Non-Order Search Page 8 of 12 Requested By: a.karunagara, Printed: 8/24/2026 10:40:22 AM
Doc: CASANT:1982 00008417

casts a vote representing a certain parcel, it shall thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same parcel. In any election of the members of the Board, every Owner (including Declarant) entitled to vote at such election shall have the right to cumulate his votes and give to one candidate, or divide among any number of the candidates, a number of votes equal to the number of votes to which such member is entitled in voting on other matters multiplied by the number of directors to be elected. The candidates receiving the highest number of votes, up to the number of Board members to be elected, shall be deemed elected.

4.04 - It is contemplated that existing parcels will be subdivided. Upon the recording of any final subdivision map creating new or different parcels, the appurtenant votes shall be reapportioned accordingly.

4.05 - The association shall have such duties and powers as authorized by law including the following:

A. To maintain and repair estate roads and private roads (as above defined) within the subject property;

B. To determine road maintenance cost of all roads within the Association boundry for assessment purposes;

C. In its discretion, to maintain and repair street signs, entrance gates, and any other improvements within the right-of-way lines of any road or easement.

D. To maintain and repair drainage and flood control devices as required and shown on any applicable Final Subdivision Map.

E. To determine maintenance cost of all flood control devices within the association boundry for assessment purposes.

F. To accept and operate property, upon vote of the Association members, for the benefit of the Association and its members.

G. To insure and pay taxes on any Association property and activities.

H. To appoint and remove members of the Design Committee as above provided.

I. To levy assessments upon parcel owners to cover necessary operating expenses of the Association, encluding reasonable reserves for depreciation, future expenses, and contingences.

J. To levy, impose and collect reasonable charges, costs and attorneys fees for failure to pay assessments when due, and for corrective action caused by violation of this Declaration.

K. To enter upon any parcel, at reasonable times, and upon reasonalbe notice, for the purpose of enforcing



Non-Order Search
Doc: CASANT:1982 00008417
Page 9 of 12 Requested By: a.karunagara, Printed: 8/24/2026 10:40:22 AM

by peaceful means any provisions of this Declaration and to maintain or repair any part of the Subject Property if the Owner thereof has refused to do so.

L. To do any and all lawful things which may be authorized, required, or permitted to be done by the Association under this Declaration, the Articles and the By-laws, and to do any and all acts which may be necessary or proper for or incidental to the exercise of any of the powers of the Association.

4.06 - Each assessment, including charges, costs interest, and attorneys fees shall also be the personal obligation of each person and entity who is an Owner of a parcel at the time such assessment came due. Personal obligation for assessments shall not pass to an Owner's successor in title unless expressly assumed. Any assessment not paid within 30 days after it is due, shall bear interest at a rate of not less than 10% nor more than 18% per annum, as shall from time to time be determined by the Board. The Association may enforce the assessment obligation by judicial procedures as required.

4.07 - All assessment as determined by the association shall be levied equally upon all recorded parcels within the association boundaries.

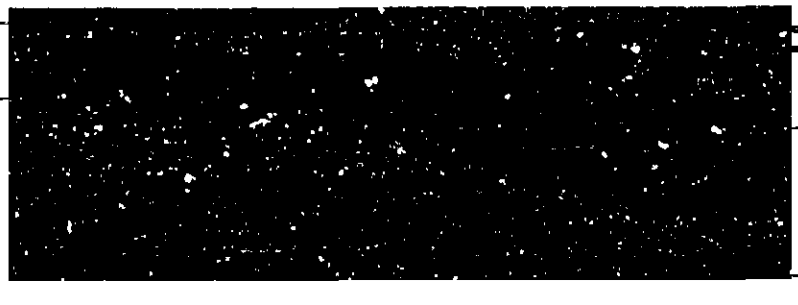
ARTICLE V

GENERAL PROVISIONS

5.01 - The provisions of this Declaration, other than this Article, may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying that such amendment has been approved by the vote or written consent of the holders of at least fifty-one percent (51%) of the voting interest of the Association together with the vote or written consent of the holders of at least fifty-one (51%) of the voting interest of the Association other than Declarant, and such amendment shall be effective upon recordation with the County Recorder of Santa Barbara County.

5.02 - These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said coverants shall be automatically extended for successive periods of ten years unless terminated by an amendment adopted and recorded as provided in Paragraph 5.01 above.

5.03 - The Association, or any Owner, in addition to any other right, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver



Non-Order Search
Doc: CASANT:1982 00008417
Page 10 of 12Requested By: a.karunagara, Printed: 8/24/2026 10:40:22 AM

of the right to do so thereafter. Every act or omission whereby any trovision of this Declaration is violated in whole or in part, including specifically the erection, alteration or maintenance of any structure without the approval of the Design Committee, is hereby declared to be a nuisance and may be enjoined or abated whether or not the relief sought is for negative or affirmative action by Declarant, the Association or by any Owner.

5.04 - Each of the provisions of this Declaration shall be deemed independent and severable, and, the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provisions.

5.05 - A violation of any of the within covenants, conditions and restrictions shall not defeat nor render invalid any mortgage or deed of trust affecting the Subject Property made in good faith and for value.

5.06 - The County of Santa Barbara, the Santa Barbara County Flood Control and Water Conservation District, and the Association shall have the authority to enter upon a parcel at any reasonable time to the extent reasonably necessary to inspect and repair any flood control or drainage device provided for in any Final Subdivision Map affecting the subject property.

5.07 - Annexations (a) additional property and common area may from time to time be annexed to the real property then subject to this Declaration with the consent of the majority of members other than those owned by the grantor. (b) Any continguous property owned by grantor may be annexed without the consent of members within five years from the date of this instrument. (c) Such annexation shall be effective upon the recording of a notice of Annexation of Territory. Thereupon, the covenants, conditions, and restrictions and reservations contained in this Declaration shall apply to the annexed land in the same manner as if it were originally covered by this Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

DECLARANT

By Jackie C. Wilks

By Robert C. Wilks

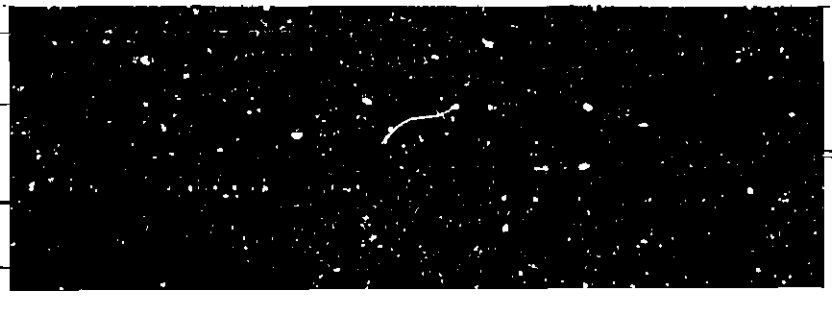
OFFICIAL SEAL
SUSAN J. DUEY
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SANTA BARBARA COUNTY
My Commission Expires JUNE 2, 1985

STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

On MARCH 2, 1982, 1982, before me, the undersigned, A Notary Public in and for the County and State, personally appeared JACKIE C. WILKS and ROBERT C. WILKS known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same. WITNESS my hand and seal.

Susan J. Duey

SUSAN J. DUEY



Non-Order Search
Doc: CASANT:1982 00008417

 Requested By: a.karunagara, Printed: 8/24/2026 10:40:22 AM

EXHIBIT "A"

Parcel "A" as shown on Parcel Map 12519, filed in Book 21, Pages 15 and 16 of Parcel Maps, records of Santa Barbara County and any subsequent subdivision of said Parcel "A" containing 18.535 acres.



Non-Order Search
Doc: CASANT:1982 00008417
Page 12 of 12Requested By: a.karunagara, Printed: 8/24/2026 10:40:22 AM