

WHEN RECORDED MAIL TO:
Clearpoint Ventures No. 3
Post Office Box 3277
Ventura, California 93003
Attn: Mr. Ken Jones

68430

BOOK 4643 PAGE 393

RECORDED AT REQUEST OF
SAFECO TITLE INS CO-72
AT 8:00 A.M.
OFFICIAL RECORDS VENTURA COUNTY

AUG 4 - 1976

Robert L. Minner RECORDED

FEE \$7.00-5

070-0-034-02,03,04+05 DECLARATION OF ESTABLISHMENT
" " 021-01-05-06 14+17 OF
" " 011-06-07-08-09+10
" " 030-02 COVENANTS AND RESTRICTIONS
065-" 020-25+26

KNOW ALL MEN BY THESE PRESENTS: That CLEARPOINT VENTURES, UNIT #3, a Partner-
ship, with principal offices in Ventura, California, owners of real property in the
City of Ventura, County of Ventura, State of California described as:

Lots 1 through 59 inclusive, of Tract No. 2485, and Lots 1 through 7 inclusive
of Tract No. 2486, Clearpoint, Unit #3, as per map recorded in Book _____

68, Pages 50 thru 56 inclusive,

47120 Rf
hereby certify and declare that they have established and do hereby establish a general
plan for the improvement and development of said Tracts, and do hereby establish the
following express conditions, provisions, restrictions and covenants (hereinafter re-
ferred to as covenants) as their terms may be applicable thereto, which covenants shall
apply to and bind the parties hereto, their heirs, successors, and assigns and are im-
posed as a general plan for the improvement of all of said Tracts and each and every of
said lots in said Tracts, and shall inure to and pass with each and every lot therein.

Said covenants are imposed upon said realty and each and every of said lots as
an obligation or charge against the same for the benefit of each and every lot in said
Tracts and the owner or owners thereof, and with the right of enforcement of said cove-
nants and each of them vested in the owner or owners of any one or more of the said lots
in said Tracts.

1. That Lots 1 through 59 inclusive in said Tract No. 2485 and Lots 1 through 7
of Tract No. 2486 shall be used for residence purposes only, and no building
or structure other than one private, detached, single family dwelling, not to
exceed two stories in height, shall be built or erected, altered, placed or
permitted to remain or located thereon except that a private garage for not
more than three cars may be built upon each of said lots.
2. That any single family dwelling or residence built or located on any lot
in said tract must contain not less than one thousand eight hundred (1800)
square feet of ground floor area. For the purpose of computing this minimum
required floor area, it shall be deemed to include the total floor area of
the residence building proper, measurements to be taken for this purpose

COVENANTS & RESTRICTIONS

CLEARPOINT, UNIT #3

from the outer faces of exterior walls, excluding the area of basements, cellars, uncovered porches, uncovered terraces and garages.

3. That no structure of a temporary character - trailer, tent, shack, garage, barn, chicken yards, or any other temporary structures - shall be constructed or maintained on any lot at any time, nor shall any such structure be used as residence, either temporary or permanent.
4. Provided that each and all of these covenants shall and are to run with the land and shall be binding on all parties and all persons owning any of said lots and taking or claiming any interest in any of said lots for a period of thirty-five (35) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part, and shall be binding upon all of the breach, violation, or attempted violation of any such covenants, or the continuance of any such breach, the same may be enjoined, abated or remedied by appropriate proceedings in law or in equity, instituted by any such owner or owners of any other lot or lots in said Tracts, his or her or their heirs, devisees, executors, administrators, successors or assigns.
5. No fence or hedge over three (3) feet in height is to be erected, maintained or permitted to remain between the street and the front or side street setback line on any lot in said tract. Further, acknowledging the unique nature of the topography of the tract, no buyer or owner of Clearpoint, Unit #3, property may cause to be erected or planted any fence, tree or shrub or combination thereof on this property that will in any way materially obstruct the view of his neighbors.
6. That each grantee of a lot in said Tracts agrees for himself and his assigns that he will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in said tract, or that he will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his lot. For the purposes hereof, "established" drainage is defined as the drainage which occurred at the time the overall grading of said tract, including the fine grading of each

COVENANTS & RESTRICTIONS

CLEARPOINT, UNIT #3

lot in said tract, as completed by the undersigned grantors.

7. Each grantee of a lot agrees for himself, assigns or successors in interest that he will permit free access by owners of adjacent or adjoining lots to slopes or drainage ways located on his lot which affect said adjacent or adjoining lots, when such access is essential for the maintenance of permanent stabilization on said slopes, or maintenance of the drainage facilities for the protection and use of property other than the lot on which the slope or drainageway is located.
8. The owners who hold title to Lots 18, 19 and 20 inclusive of Tract 2485 agree to accept sheet flow water from the northerly area of their properties over natural terrain and future lots that will exist to the north. The owners who hold title to Lots 1, 4, 5 & 7 through 13 inclusive of Tract 2485 agree to accept water from one another which will flow in a westerly and southerly direction over natural water shed areas to drainage devices that exist at a point approximately 10' southerly of the northerly lot line of Lot 1.

All owners of title to all of the aforementioned lots agree not to obstruct or in any way divert the natural water shed courses that will exist at the time they receive title to the individual properties.

9. No fences or other structures shall be erected along the side or rear property lines of any lot in said tract which will prevent the flow of surface water from adjoining lots where such flow is in accordance with the natural slope of the land. Where fences or walls are constructed, "weep holes" will be provided so that the natural flow of water will not be restricted.
10. No building shall be located on any lot nearer than fifteen (15) feet from the front property lot line. Minimum lot width at front setback shall be not less than eighteen (18) feet. Side yards of lots seventy (70) feet to ninety (90) feet in width shall be minimum five (5) feet to each side yard. Side yards on lots in excess of ninety (90) feet shall be a total of fifteen (15) per cent of the lot width with no side yard less than five (5) feet. No building or fence shall be located on any lot nearer than ten (10) feet from any side street line.

11. No dwelling shall be erected or located on any interior lot nearer than fifteen (15) feet from the rear lot line.
12. No derrick or other structure used in mining, boring, or quarrying for water, oil, natural gas or precious minerals shall ever be erected, maintained or permitted on any lot in said tract.
13. Architectural Control Committee - Marvin C. Johnson, A.I.A., George B. Hyland and Ken Jones are hereby appointed and do hereby constitute the Architectural Control Committee, and their address shall be and is: 231 North Dos Caminos Avenue, Ventura, California. 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 a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time 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 restore to it any of its power or duties.
14. Procedure - The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and related covenants shall be deemed to have been fully complied with.
15. Architectural Control - No building shall be erected, placed or altered on any lot until the construction plans and specifications and the plans showing the location of the structure have been approved by the Architectural Control Committee as to quality, workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No wall or fence shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line, other than prescribed in Paragraph 5 hereof, unless similarly approved. Approval shall be as provided in the paragraph above on Procedure.

COVENANTS & RESTRICTIONS

CLEARPOINT, UNIT #3

16. Provided also that a breach of any of said covenants and restrictions, or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said lots or property, or any part thereof; but such provisions, restrictions or covenants shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.
17. No delay or omission on the part of Clearpoint Ventures, Unit #3 in exercising any rights, powers or remedies herein provided in the event of any breach of the conditions, restrictions, covenants or reservations herein contained, shall be construed as a waiver thereof, or acquiescence therein.
18. Severability of any one of these covenants by judgment or court order shall in no way affect any other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, this Declaration is made this 26th day of July, 1976.

CLEARPOINT VENTURES, UNIT #3

By

Ken Jones

By

Rusty Stewart

(Agent of Partnership)

STATE OF CALIFORNIA,
COUNTY OF Ventura

} SS.

On July 26, 1976

before me, the undersigned, a Notary Public in and for said state, personally appeared KEN JONES and RUSTY STEWART known to me to be the agents of the partnership that executed the within instrument and acknowledged to me that they executed the same for and on behalf of said partnership and that said partnership executed the same.

WITNESS my hand and official seal.

Signature

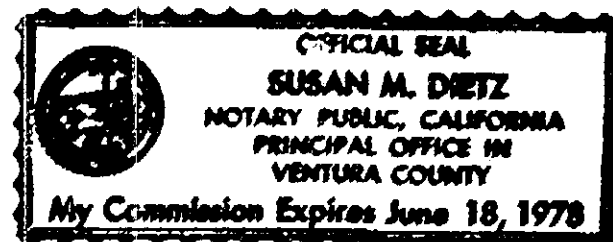


Susan M. Dietz

Name (Typed or Printed)



FOR NOTARY SEAL OR STAMP



WHEN RECORDED MAIL TO:
Clearpoint Ventures No. 3
Post Office Box 3277
Ventura, California 93003
Attn: Mr. Ken Jones

68430

BOOK 4643 PAGE 393

RECORDED AT REQUEST OF
SAFECO TITLE INS CO-72
AT 8:00 A.M.
OFFICIAL RECORDS VENTURA COUNTY

AUG 4 - 1976

Robert L. Minner RECORDED

FEE \$7.00-5

070-0-034-02,03,04+05 DECLARATION OF ESTABLISHMENT
" " 021-01-05-06 14+17 OF
" " 011-06-07-08-09+10
" " 030-02 COVENANTS AND RESTRICTIONS
065-" 020-25+26

KNOW ALL MEN BY THESE PRESENTS: That CLEARPOINT VENTURES, UNIT #3, a Partner-
ship, with principal offices in Ventura, California, owners of real property in the
City of Ventura, County of Ventura, State of California described as:

Lots 1 through 59 inclusive, of Tract No. 2485, and Lots 1 through 7 inclusive
of Tract No. 2486, Clearpoint, Unit #3, as per map recorded in Book _____

68, Pages 50 thru 56 inclusive,

47120 Rf
hereby certify and declare that they have established and do hereby establish a general
plan for the improvement and development of said Tracts, and do hereby establish the
following express conditions, provisions, restrictions and covenants (hereinafter re-
ferred to as covenants) as their terms may be applicable thereto, which covenants shall
apply to and bind the parties hereto, their heirs, successors, and assigns and are im-
posed as a general plan for the improvement of all of said Tracts and each and every of
said lots in said Tracts, and shall inure to and pass with each and every lot therein.

Said covenants are imposed upon said realty and each and every of said lots as
an obligation or charge against the same for the benefit of each and every lot in said
Tracts and the owner or owners thereof, and with the right of enforcement of said cove-
nants and each of them vested in the owner or owners of any one or more of the said lots
in said Tracts.

1. That Lots 1 through 59 inclusive in said Tract No. 2485 and Lots 1 through 7
of Tract No. 2486 shall be used for residence purposes only, and no building
or structure other than one private, detached, single family dwelling, not to
exceed two stories in height, shall be built or erected, altered, placed or
permitted to remain or located thereon except that a private garage for not
more than three cars may be built upon each of said lots.
2. That any single family dwelling or residence built or located on any lot
in said tract must contain not less than one thousand eight hundred (1800)
square feet of ground floor area. For the purpose of computing this minimum
required floor area, it shall be deemed to include the total floor area of
the residence building proper, measurements to be taken for this purpose

COVENANTS & RESTRICTIONS

CLEARPOINT, UNIT #3

from the outer faces of exterior walls, excluding the area of basements, cellars, uncovered porches, uncovered terraces and garages.

3. That no structure of a temporary character - trailer, tent, shack, garage, barn, chicken yards, or any other temporary structures - shall be constructed or maintained on any lot at any time, nor shall any such structure be used as residence, either temporary or permanent.
4. Provided that each and all of these covenants shall and are to run with the land and shall be binding on all parties and all persons owning any of said lots and taking or claiming any interest in any of said lots for a period of thirty-five (35) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part, and shall be binding upon all of the breach, violation, or attempted violation of any such covenants, or the continuance of any such breach, the same may be enjoined, abated or remedied by appropriate proceedings in law or in equity, instituted by any such owner or owners of any other lot or lots in said Tracts, his or her or their heirs, devisees, executors, administrators, successors or assigns.
5. No fence or hedge over three (3) feet in height is to be erected, maintained or permitted to remain between the street and the front or side street setback line on any lot in said tract. Further, acknowledging the unique nature of the topography of the tract, no buyer or owner of Clearpoint, Unit #3, property may cause to be erected or planted any fence, tree or shrub or combination thereof on this property that will in any way materially obstruct the view of his neighbors.
6. That each grantee of a lot in said Tracts agrees for himself and his assigns that he will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in said tract, or that he will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his lot. For the purposes hereof, "established" drainage is defined as the drainage which occurred at the time the overall grading of said tract, including the fine grading of each

COVENANTS & RESTRICTIONS

CLEARPOINT, UNIT #3

lot in said tract, as completed by the undersigned grantors.

7. Each grantee of a lot agrees for himself, assigns or successors in interest that he will permit free access by owners of adjacent or adjoining lots to slopes or drainage ways located on his lot which affect said adjacent or adjoining lots, when such access is essential for the maintenance of permanent stabilization on said slopes, or maintenance of the drainage facilities for the protection and use of property other than the lot on which the slope or drainageway is located.
8. The owners who hold title to Lots 18, 19 and 20 inclusive of Tract 2485 agree to accept sheet flow water from the northerly area of their properties over natural terrain and future lots that will exist to the north. The owners who hold title to Lots 1, 4, 5 & 7 through 13 inclusive of Tract 2485 agree to accept water from one another which will flow in a westerly and southerly direction over natural water shed areas to drainage devices that exist at a point approximately 10' southerly of the northerly lot line of Lot 1.

All owners of title to all of the aforementioned lots agree not to obstruct or in any way divert the natural water shed courses that will exist at the time they receive title to the individual properties.

9. No fences or other structures shall be erected along the side or rear property lines of any lot in said tract which will prevent the flow of surface water from adjoining lots where such flow is in accordance with the natural slope of the land. Where fences or walls are constructed, "weep holes" will be provided so that the natural flow of water will not be restricted.
10. No building shall be located on any lot nearer than fifteen (15) feet from the front property lot line. Minimum lot width at front setback shall be not less than eighteen (18) feet. Side yards of lots seventy (70) feet to ninety (90) feet in width shall be minimum five (5) feet to each side yard. Side yards on lots in excess of ninety (90) feet shall be a total of fifteen (15) per cent of the lot width with no side yard less than five (5) feet. No building or fence shall be located on any lot nearer than ten (10) feet from any side street line.

11. No dwelling shall be erected or located on any interior lot nearer than fifteen (15) feet from the rear lot line.
12. No derrick or other structure used in mining, boring, or quarrying for water, oil, natural gas or precious minerals shall ever be erected, maintained or permitted on any lot in said tract.
13. Architectural Control Committee - Marvin C. Johnson, A.I.A., George B. Hyland and Ken Jones are hereby appointed and do hereby constitute the Architectural Control Committee, and their address shall be and is: 231 North Dos Caminos Avenue, Ventura, California. 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 a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time 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 restore to it any of its power or duties.
14. Procedure - The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and related covenants shall be deemed to have been fully complied with.
15. Architectural Control - No building shall be erected, placed or altered on any lot until the construction plans and specifications and the plans showing the location of the structure have been approved by the Architectural Control Committee as to quality, workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No wall or fence shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line, other than prescribed in Paragraph 5 hereof, unless similarly approved. Approval shall be as provided in the paragraph above on Procedure.

COVENANTS & RESTRICTIONS

CLEARPOINT, UNIT #3

16. Provided also that a breach of any of said covenants and restrictions, or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said lots or property, or any part thereof; but such provisions, restrictions or covenants shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.
17. No delay or omission on the part of Clearpoint Ventures, Unit #3 in exercising any rights, powers or remedies herein provided in the event of any breach of the conditions, restrictions, covenants or reservations herein contained, shall be construed as a waiver thereof, or acquiescence therein.
18. Severability of any one of these covenants by judgment or court order shall in no way affect any other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, this Declaration is made this 26th day of July, 1976.

CLEARPOINT VENTURES, UNIT #3

By

Ken Jones

By

Rusty Stewart

(Agent of Partnership)

STATE OF CALIFORNIA,
COUNTY OF Ventura

} SS.

On July 26, 1976

before me, the undersigned, a Notary Public in and for said state, personally appeared KEN JONES and RUSTY STEWART known to me to be the agents of the partnership that executed the within instrument and acknowledged to me that they executed the same for and on behalf of said partnership and that said partnership executed the same.

WITNESS my hand and official seal.

Signature

Susan M. Dietz
Susan M. Dietz

Name (Typed or Printed)



FOR NOTARY SEAL OR STAMP

