

CONSOLIDATED REVISED  
"CC&Rs" of Rancho del Ciervo Estates  
(showing currently-applicable provisons)

Prepared in 2007, *for reference purposes.*

Nothing in this document supersedes or amends the recorded documents, and any discrepancy between the actual, applicable recorded documents and this reference document should be resolved by applying the language of the recorded documents.

This is a consolidated version of the CC&Rs, showing the current applicable provision and noting the history of changes made. The historic CC&R documents for Rancho Del Ciervo Estates are:

- Declaration of Restrictions (August 1961), referred to below as "Original Declaration";
- Amendment to Declaration of Restrictions (August 1962), referred to below as "First Amendment";
- Second Amendment to Declaration of Restrictions (September 1962);
- Third Amendment to Declaration of Restrictions (October 1962); and
- Fourth Amendment to Declaration of Restrictions (August 1966).

Note: all bold face language is added as explanation or for ease of reading, but did not appear in the historic documents.

DECLARATION OF RESTRICTIONS

THIS [FOURTH] AMENDMENT is made and executed on the date hereinafter subscribed by RANCHO DEL CIERVO ESTATES, a California corporation and by ORIOLE CONSTRUCTION COMPANY, a corporation ... [as to]

**[the Original]** DECLARATION, made and dated the 22<sup>nd</sup> day of August, 1961, by RANCHO DEL CIERVO ESTATES, A California corporation **[and prior amendments of various dates]**.

**Recitals to Fourth Amendment<sup>1</sup>:**

WHEREAS, RANCHO DEL CIERVO ESTATES (hereinafter sometimes referred to as "Declarant") is presently the owner of 86 lots within Rancho Del Ciervo Tract No. 10,145 in the County of Santa Barbara, State of California, as per map recorded in Book 57 of Maps, at pages 27-37, inclusive, in the office of the County Recorder of said County, being the lots enumerated on Exhibit "A" attached hereto and hereby incorporated herein by reference; and

WHEREAS, RANCHO DEL CIERVO ESTATES, has on November 24, 1961, caused to be recorded in the office of the County Recorder of said County a Declaration of Restrictions applicable to said tract, as Instrument No. 42268 in Book 1886, pages 760-778, inclusive, Official Records of said County; and,

WHEREAS, by instrument made and dated August 16, 1962, and recorded August 20, 1962 as Instrument No. 34734, in Book 1947, pages 659-661, inclusive, Official Records of said County, RANCHO DEL CIERVO ESTATES modified and amended the aforesaid Declaration of Restrictions; and,

Whereas, by instrument made and dated September 5, 1962, and recorded September 5, 1962 as Instrument No. 37220, in Book 1950, page 477, Official Records of said County, RANCHO DEL CIERVO ESTATES further modified and amended the foregoing Declaration of Restrictions; and

WHEREAS, by instrument made and dated October 23, 1962 and recorded October 30, 1962 as Instrument No. 45962, in Book 1960, page 107, Official Records of said County,

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<sup>1</sup> The recitals of the Original Declaration stated:

"WHEREAS, RANCHO DEL CIERVO ESTATES is the owner of Lots Nos. 1 through 176 inclusive of RANCHO DEL CIERVO Tract No. 10,145, in the County of Santa Barbara, State of California, as per map recorded in Book 57 of Maps, at pages 27 through 37, inclusive, in the Office of the County Recorder of said county."

Each amendment contained progressively more detailed recitals based on then existing conditions.

The recitals from the First Amendment, Second Amendment, and Third Amendment are set forth in full in Attachment 1 to these Consolidated Revised CC&Rs.

RANCHO DEL CIERVO ESTATES further modified and amended said Declaration of Restrictions; and

WHEREAS, on or about April 1, 1966, ORIOLE CONSTRUCTION COMPANY, a corporation (hereinafter sometimes referred to as "Oriole") acquired from Declarant, Rancho Del Ciervo Estates, 38 lots within said Tract 10,145, being Lots 86 through 89, inclusive, and Lots 143 through 176, inclusive, and is presently the owner of all of said 38 Lots; and

WHEREAS, it is the mutual desire and intention of Declarant RANCHO DEL CIERVO ESTATES and of ORIOLE CONSTRUCTION COMPANY to hereafter sell their respective above-described lots located within Tract 10,145 and to hereby further modify and amend the mutual and beneficial restrictions heretofore imposed under the general plan and scheme of improvements for the benefit of all of the lots in said tract and the future owners of said lots, which plan and scheme is contained in said Declaration of Restrictions as amended;

**As stated in Fourth Amendment<sup>2</sup>:**

NOW, THEREFORE, RANCHO DEL CIERVO ESTATES and ORIOLE CONSTRUCTION COMPANY hereby declare that all of the property contained within said Tract 10,145 is held and shall be conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following amended covenants, conditions, limitations and restrictions **[as set forth in the Fourth Amendment]** which shall be added to and become a part of the above-mentioned Declaration of Restrictions, and the first, second and third amendments thereto, which have heretofore been recorded:

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<sup>2</sup> The Original Declaration stated at this point in the document:

"NOW, THEREFORE, RANCHO DEL CIERVO ESTATES declares that the said property shown on said map is held and shall be conveyed subject to the conditions and subdivisions of this Declaration."

Each of the amendments included a similar clause as is quoted in the text, incorporating the changes in the then-current and all prior amendments. The Fourth Amendment is the last amendment, and therefore is quoted in the text. Only in the Fourth Amendment is any reference made to Oriole Construction Company.

CLAUSE NO. 1     DURATION AND RUNNING OF CONDITIONS  
AND COVENANTS.

The burden of all of the conditions and covenants set forth in this Declaration shall affect or be imposed upon each lot within said RANCHO DEL CIERVO Tract No. 10,145 for the benefit only of each and all of the other lots within said tract; both the benefit and the burden of such conditions and covenants shall run with the land and shall continue until March 1, 1981, and will, as then in force, be extended as to all of said tract thereafter for successive periods of fifteen years each unless and until terminated by the assent, evidenced in appropriate agreement or agreements entitled to record, of the owners of more than one-half in area of the property shown on said map, exclusive of streets, parks and open spaces intended for the general use of the owners of property shown on said map.

**[History: Clause 1 was adopted in the Original Declaration and never amended.]**

CLAUSE NO. 2     PROHIBITION OF NUISANCES.

There shall never at any time be erected, permitted, maintained or carried on upon said property any saloon or place for the sale or manufacture of malt, vinous, or spirituous liquors: any foundry or manufactory of any kind; any undertaking establishment, crematory, hospital, sanitarium, asylum or institution of like or kindred nature; any cattle-yard, slaughter-house, or hog-pen; any carpet-beating plant, dyeing or cleaning works, tannery or public laundry; nor any other type of noxious business. No activity of any kind which results in noise levels which unreasonably exceed those incident to ordinary residential pursuits shall be instituted or maintained upon any building lots within said tract; provided, however, that this sentence shall not be construed to prohibit the use of power lawnmowers, power tools installed or used in amateur home work-shops, nor other pursuits customarily carried on in neighborhoods containing only similar single-family residences.

**[History: Clause 2 was adopted in the Original Declaration and never amended.]**

CLAUSE NO. 3     RESIDENCE AND LAND USE CONDITIONS.

a.     Business Activity. No store, grocery, vending, mercantile or mail-order business of any kind shall be maintained or carried on, directly or indirectly, upon any of said property; nor shall any professional, civic, or educational (including musical) activity be carried on upon said property, either directly or indirectly; nor shall any of said property (except the streets, parks and open spaces intended for the general use of the owners of the property shown on said map) be used for any purpose other than residential purpose. However, nothing contained in this paragraph or in any other provision of this Declaration shall be construed to prevent Declarant or Declarant's duly authorized agents from conducting development and sales activities within the tract, or erecting and maintaining signs, offices, trailers and/or temporary buildings in connection with the conduct of such tract development and sales activity.

**[History: Clause 3.a was adopted in the Original Declaration and never amended.]**

b.     Type of Residential Structures and Total Number of Buildings Per Lot. All of the land in said tract (except the streets, parks and open spaceways) shall be used exclusively for private, single-family residential purposes; and no dwelling-house erected upon any such and shall be designed or intended for occupation by more than one family. Flats, double houses, apartment houses, tenement houses, and public boarding or lodging houses are expressly prohibited. The number of structures permitted upon any lot in said tract shall be limited to one single-family residence, one detached guest house, and one attached or detached garage. All guest house and garage structures shall conform to the architectural style and exterior finish used on the main residence. No residence or other structure, either wholly or partially constructed or prefabricated, shall be moved onto any lot in said tract. No building or structure within said tract, other than a completed residence or approved guest house, shall be lived in or used for dwelling-house purposes. No trailer, tent or other moveable device shall be used as a place of abode upon any of the said property. No accessory building shall be constructed or maintained prior to erection of the main

dwelling-house. No main residence or guest house shall be occupied or used as a place of abode while in the course of original construction nor prior to completion of original compliance with all requirements herein set forth for such structure, and with any additional restrictions hereafter imposed on said tract prior to the inception of construction of any such structure.

**[History: Clause 3.b was adopted in the Original Declaration and never amended.]**

c. Livestock. No domestic livestock or fowl shall be kept or maintained upon any land in said tract; and no stable or structure for housing livestock, fowl or pets shall be constructed upon said tract.

**[History: Clause 3.c was adopted in the Original Declaration and never amended.]**

d. Excavations and Oil and Gas or Mineral Development. No prospecting or drilling for, or extracting of, oil and/or natural gas or kindred substances, nor prospecting for or mining of any metals or minerals shall be initiated, carried out or maintained upon any lands within said tract. No sand, gravel or any type of soil or earth shall at any time be excavated or dug from any land within said tract, except for the limited excavation hereinafter provided for the purpose of laying the foundations of approved structures thereon, or for use in erecting such structures or installing swimming pools, pipes and utilities; provided, however, that Declarant, in caring out the initial improvement and development of the tract, shall have the right to make excavations upon and add soil to or remove soil from any land owned by Declarant.

**[History: Clause 3.d was adopted in the Original Declaration and never amended.]**

e. Cutting, Grading and Filling. No cutting, grading and filling, except "fine grading" for landscaping purposes, shall be done on any lot in said tract; provided, however, that the Architectural Committee hereinafter provided for may in its discretion permit such cutting, filling or grading as shall not create a drainage hazard, interfere with the safety of or view from other land, or

otherwise hamper the orderly development of said tract; provided, further, that any and all cutting, grading and filling which is so authorized by the Architectural Committee shall conform to the following criteria:

(1) Maximum cut and fill slopes shall be in accord with the County grading ordinance;

(2) Maximum length of exposed slope of cut and fill along driveways measured vertically along the slope shall be 18 feet;

(3) Maximum difference in elevation between pad and toe of fill on the rear of lot shall be 30 feet where no pad exists within 50 feet of the toe of the slope. Otherwise the maximum height of cut or fill measured vertically from pad to the top or toe of a slope shall be 15 feet;

(4) Maximum difference in elevation between pads located side by side along a street shall be 15 feet unless there is an area of natural undisturbed slope between cut or fill slopes with a width of not less than 50 feet;

**[History: Clause 3.e opening paragraph and  
Clauses 3.e.1 through 3.e.4 were  
adopted in the Original Declaration  
and never amended.]**

(5) Hillside lots fronting upon a road having a cross-section which provided no parking lanes or bays shall be so graded that there are three automobile parking spaces, including garage space;

**[History: Clause 3.e.5 was amended once,  
by the Fourth Amendment]**

(6) No banks shall be created which result in a horizontal division by property lines nor shall any other deviations from Ordinance No. 1005 be permitted;

**[History: Clause 3.e.6 was adopted in the  
Original Declaration and never  
amended.]**

(7) The maximum difference in elevation between a pad and the adjacent street centerline at any point shall be 7 feet when any portion of the pad is within 50 feet of the street right-of-way line;

**[History: Clause 3.e.7 was adopted in the Original Declaration and never amended.]**

"(8) No building foundation shall be closer than ten (10) feet to the top or to the toe of any cut or fill slope, unless the Department of Public Works of the County of Santa Barbara has previously approved in writing the plans for a building to be constructed on a specifically designated lot within said Tract 10,145, which plans clearly indicate the distance of the proposed foundation from the top or the toe of the cut or fill slope concerned. The Director of Public Works of the County of Santa Barbara is hereby empowered to authorize, on a lot-by-lot basis, the construction of buildings to be built closer than ten (10) feet to the top or toe of the cut or filled slopes adjacent to the building involved, based on study of the individual lot and the detailed plans of the building(s) proposed for construction thereon."

**[History: Clause 3.e.8 was amended once, by the Fourth Amendment]**

(9) Maximum slope of any driveway shall be 15%. (Information note: the foregoing grading, cutting and filling criteria were prerequisites to approval of the subdivision by County authorities.)

**[History: Clause 3.e.9 was adopted in the Original Declaration and never amended.]**

f. Resident's Name Signs, House Numbers and Advertising. No advertising signs or billboards shall be erected or maintained upon any land in said tract nor upon any right of way adjoining such land; provided, however, that one "for sale" or "for lease" sign per lot not to exceed eighteen inches square in size shall be permitted if posted on the lot or building located upon said lot by the

owner or occupant of said lot, and during original construction one sign identifying the builder may during original construction one sign identifying the builder may be posted upon each building site, lot or building.

**[History: Clause 3.f was adopted in the Original Declaration and never amended.]**

g. Lot-Splits. No owner of any lot within the said tract 10,145 shall make any resubvdivision or lot split of any numbered lot; and during the effective term of this Declaration the size and shape of each numbered lot shall be preserved in the conformity with the dimensions shown for its respective lot number as shown upon the final subdivision map recorded for this tract as described in the preface to this Declaration.

**[History: Clause 3.g was adopted in the Original Declaration and never amended.]**

h. Fences, Walls, Hedges and Tress. No fence, hedge or boundary wall situated anywhere upon any lot shall be constructed or maintained at a height greater than six (6) feet above the finished, graded surface of the ground upon which such fence or wall is situated, without the prior approval of the Architectural Committee herein described; nor shall any tree located anywhere upon any lot be permitted to attain a height in excess of ten (10) feet, above the finished, graded surface of the ground upon which it stands, without the prior approval of the Architectural Committee, if such excess would have the effect of obstructing the view of adjacent lots within the track. A row of trees planted so close together as to substantially block the view from adjacent lots shall be deemed a hedge for purposes of the above height limitations. The Architectural Committee is empowered to adjust the above height limitations upward for any individual lot if the surrounding topography is such that such an adjustment would not hamper the view from adjacent lots.

**[History: Clause 3.h was adopted in the Original Declaration and never amended.]**

i. Exterior Wiring and Antennas. Not more than one ordinary television antenna shall be installed to service each residence and each guest house either on the roof thereof or elsewhere; provided, however, that should a master or community cable antenna television service (CATV) become available to the entire Tract #10,145 development, all individual exterior residence and guest house television antennas shall be thereafter prohibited. Such individual exterior antennas need not thereafter be removed, but shall not thereafter be replaced. No unusual or extraordinary exterior wiring or antennas, including but not limited to any additional exterior wiring and antennas utilized for amateur radio broadcasting and/or receiving, shall be installed upon or connected to any structure within said tract unless prior approval therefore has been granted by the Architectural Committee. The Architectural Committee shall be guided by aesthetical considerations in passing upon applications for exceptions to the above limitation.

**[History: Clause 3.i was amended once,  
by the First Amendment]**

j. Exterior Lights. No exterior lighting which causes harsh glare visible from the streets or visible to the public at large shall be maintained or operated upon any land within said track; nor shall any exterior lighting which is so bright and/or glaring as to unduly illuminate adjacent premises against the wishes of the owners thereof be maintained or operated upon any lands within said tract. The Architectural Committee is hereby empowered to determine, in the event of any disagreement between interested parties, whether any particular lighting system violates the above provision.

**[History: Clause 3.j was adopted in the Original  
Declaration and never amended.]**

k. Concealment of Rubbish from View. Rubbish of all kinds, including garbage, combustible trash (such as papers, garden cutting, and branches), and incombustible trash (such as bottles and cans), together with the receptacles containing any such materials, shall be kept solely upon the owner's premises and shall be at all times

fully shielded from view from the street and from all adjacent lots and/or residences.

**[History: Clause 3.k was adopted in the Original Declaration and never amended.]**

CLAUSE NO. 4 CONSTRUCTION CONDITIONS.

a. Height and Type of Construction. No structure of any kind constructed upon any land within said tract shall exceed a height of fifteen (15) feet, measured from the highest point at the front of the structure to the graded finished surface of ground upon which it stands, provided, however, that a variance from said fifteen foot height limitation may be permitted by the Architectural Committee if such construction would, in its opinion, be consistent with the objectives of the other covenants, conditions and restrictions contain herein. Subject to said height limitation, permissible structures shall include and are hereby limited to single story, split level (two-level) and tri-level (three-level) structures; provided, however, that the two-story house now existing upon Lot No. 83 shall be permitted to remain as an express exception to the above height and design restriction. No split level, tri-level or cantilever construction building shall be constructed upon any lot within said tract unless the Architectural Committee shall have given prior approval therefore, such approval to be granted only if the topography lends itself to such construction methods.

**[History: Clause 4.a was amended twice,  
with the last amendment being in  
by the Second Amendment]**

b. Floor Space. No main residence which may be erected upon said land shall contain less than sixteen hundred (1,600) square feet of floor area, exclusive of any portion utilized for open porches, and/or patios, breezeways, basements, and/or cellars, garages and/or carports, or any other accessory building or structure. For the purpose of computing such floor area, measurements shall be taken from the exterior dimensions of the residence.

**[History: Clause 4.b was amended once,  
by the Second Amendment]**

c. Advance Approval of Plans. No construction of any structure to be built upon said lands shall be begun until all exterior plans and specifications have been submitted to and approved in writing by the Architectural Committee. Plans and specifications to be submitted in advance of any such construction shall include: (1) a plan indicating the nature, kind, shape, and height of the structure and the material to be used therein; (2) a plot plan indicating the locations of structures within the lot, and the location and method of drainage; (3) a grading plan. One complete copy of the plans, as finally approved, shall be permanently retained by the Architectural Committee. At the time of initial delivery of said plans there shall be paid to said Architectural Committee a fee in the sum of Fifty Dollars (\$50.00) to cover costs of examination and approval and any supervision of construction which may be required; and no approval of any plans or specifications shall be given without such payment.

**[History: Clause 4.c was adopted in the Original Declaration and never amended.]**

d. Time for Construction and Landscaping. Construction of the main residence on each lot shall begin within a reasonable time after approval of plans by the Architectural Committee. The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until fully completed. The erection of every building or structure shall, in any event, be completed within the period of nine (9) months after commencement of construction. For the purpose of this clause, "Commencement of construction" shall mean the doing of any work and labor on the grounds, the effects of which are apparent. All landscaping of the portions of each lot within said tract which are on a street side of the residence shall be completed within six (6) months after completion date on the main residence or within six (6) months after the date of initial occupancy of the main residence, whichever is later.

**[History: Clause 4.d was adopted in the Original Declaration and never amended.]**

e. Materials and Roofs. Only new materials shall be used in the construction of any structure or building erected upon the said tract; provided, however, that if the Architectural Committee approves of the proposed usage in advance of its installation, limited amounts of old materials may be utilized for artistic effects, such as used brick for fireplaces or chimneys; and further provided, that used materials may be utilized by the Declarant or its duly authorized agents in the erection of any temporary structure constructed by it in connection with its sales and development activities upon said tract. Any building erected upon said real property shall have a roof of hand split wooden shakes, clay shingle tile, wooden shingles, or rock. With the express exception of the existing structure on Lot #83 of said tract, no roof shall have a pitch more than 5 feet or less than 2 feet for each 12 linear feet of slope; provided, however, that a variance from this restriction may be approved by the Architectural Committee if such roof construction would in its opinion be consistent with the objectives of the other covenants, conditions and restrictions contained herein.

**[History: Clause 4.b was amended once,  
by the First Amendment]**

f. Set-back Lines. No. building or structure shall be erected or maintained less than twenty (20) feet from the edge of any street shown on the herein before described map of said development, nor less than ten (10) feet from the side-lines of any lot (which sidelines do not also constitute a street edge), nor less than twenty-five (25) feet from the rear line of any lot; provided, however, that if a property owner wishes to build a single main residence on two immediately adjacent lots, the above-stated sideline setback may be waived by the Architectural Committee with respect to the line which is common to both lots, in order to permit construction of said residence near the center of the combined lots, if such waiver and lot combination for building site does not conflict with any then-existing zoning, master plan, or other ordinance.

**[History: Clause 4.f was adopted in the Original  
Declaration and never amended.]**

g. Open-air Storage. No land within said tract shall at any time be used for open-air storage of building materials, vehicles, implements, tools, furniture, landscaping materials or equipment, irrigation pipes or apparatus, trash, debris, or any other thing or material whatsoever; provided, however, that after the written approval by the Architectural Committee of plans and specifications for a structure to be erected upon said land, building and landscaping materials, tools and equipment for use in such construction may be stored upon said land during the course of construction, but in no event for any longer period than the 9-month construction time limit herein before provided.

**[History: Clause 4.g was adopted in the Original Declaration and never amended.]**

h. Approvals by County Officials. No building, structure or wall shall be erected or maintained on any building site within said tract unless the method of drainage and the grading plan of the building site and lot have been first approved in writing by the Santa Barbara County Public Works Department and the County Flood Control Office.

**[History: Clause 4.h was adopted in the Original Declaration and never amended.]**

i. Driveway Surfacing. All driveways constructed or used within said tract shall be initially surfaced with either concrete or highway asphalt, and shall be permanently maintained with such hard surface in good repair.

**[History: Clause 4.i was adopted in the Original Declaration and never amended.]**

j. Foundation Excavations on "No Grade" Lots.  
[deleted]

**[History: Clause 4.j was deleted in its entirety by the Second Amendment.]**

CLAUSE NO. 5. ARCHITECTURAL COMMITTEE

The Architectural Committee shall be comprised of three (3) members, all of whom shall serve without compensation and all of whom are to be selected by Declarant, Rancho Del Ciervo Estates, corporation, until such time as ninety percent (90%) of the lots in said tract are sold. Thereafter two (2) members of the said Committee shall be selected by a vote of the lot owners for three (3) year terms and one (1) member chosen by Rancho Del Ciervo Estates. A majority of the Committee may designate a representative to act for it.

**[History: Clause 5 was amended once,  
by the Fourth Amendment]**

CLAUSE NO.6. RIGHT OF WAY

- a. For Initial Development by Declarant.
- b. Permanent Utilities and Rights of Way.

**[History: Clauses 6.a and 6.b and the first sentence of Clause 6.c were deleted by the Third Amendment.<sup>3</sup>]**

c. Drainage Easements and Agreements. **[first sentence as adopted in Original Declaration deleted.]** Each grantee in said tract agrees for himself, his heirs, assigns and/or successors in interest that he will recognize a private easement in and over his land, in favor of adjacent or adjoining lots, to slopes and drainageways

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<sup>3</sup> The explanation for these deletions, as stated in the Third Amendment, was:

"The foregoing amendment is intended by Declarant to be a relinquishment of the general and blanket easements and rights of way heretofore reserved to Declarant and/or public utilities for access to said tract, and to leave subsisting only those specific easements and rights of way which have heretofore been granted to public utilities by recorded grants of easement, and those additional easements and rights of way which appear on the recorded final subdivision map for said Tract 10,145."

located upon his property which affect said adjacent or adjoining lots; and each such grantee does further agree for himself and his successors in interest that he will permit such free access by the owners of such adjacent or adjoining lots as is essential for the maintenance of permanent stabilization of said slopes, or maintenance of the drainage facilities for the protection and use of property other than the lot upon which the slope or drainageway is located. Except as hereinafter provided with respect to grantees of lots lying at the base of certain natural, undeveloped slopes, each grantee of a lot in said tract does further agree for himself, his heirs and assigns and/or successors in interest 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, alternatively, that he will make adequate provision for proper drainage in the event it is necessary to change the established drainage pattern over his lot. Each grantee of any lot situated at the base of a natural, undeveloped slope which has been dedicated or set aside for park or open space purposes or which has a grade exceeding 20' does further agree for himself, his heirs and assigns and/or successors in interest that he will, whenever possible without basic regrading of his lot, conduct water reaching his property from said slope across or along the sidelines of his property and into street or drainage canal; provided, however, that if the established drainage pattern already provides such channeling, that he will not interfere therewith, or, alternatively, that he will make such other adequate provision for drainage as will not increase the flow of water onto adjacent lots. For the purpose of this subparagraph, "established drainage" is defined as the drainage which occurred at the time the overall grading of the entire tract was completed.

**[History: Clause 6.c was amended once, by the Third amendment, which deleted the first sentence of the Clause as originally adopted]**

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CLAUSE NO. 7 PROVISIONS FOR UPKEEP

a. Weed and Rubbish Control. The owner of each and every parcel of land shall be responsible for keeping his property free of weeds, brush, and rubbish for a minimum distance of 100 feet back from the edge of any public street or roadway.

**[History: Clause 7.a was adopted in the Original Declaration and never amended.]**

b. Maintenance of Lemon and Avocado Trees. Each grantee in said tract agrees for himself, his heirs, assigns and/or successors in interest that he will maintain in good health and free from disease and pests all avocado and/or lemon trees existing on his property at the time of his purchase of said real property.

**[History: Clause 7.b was adopted in the Original Declaration and never amended.]**

c. Nonremoval of Trees. Each grantee in said tract does further agree for himself, his heirs, assigns and/or successors in interest that he will not remove from his lands any trees over six feet in height growing thereon at the time of his purchase of said land, without first obtaining the written permission and approval of the Architectural Committee.

**[History: Clause 7.c was adopted in the Original Declaration and never amended.]**

CLAUSE NO. 8 VIOLATION OF CONDITIONS

a. No Implied Waiver. No waiver of a breach of any of the provisions hereof shall be construed to be a waiver of any succeeding breach of the same or other provisions, and no delay or omission on the part of the Declarant, its successors or assigns, or of the Architectural Committee, in exercising any right, power or remedy hereunder, or otherwise, shall be construed as a waiver of or acquiescence in any breach hereof.

**[History: Clause 8.a was adopted in the Original Declaration and never amended.]**

b. Actions at Law or in Equity to Enforce Conditions and/or Obtain Redress for Breach Thereof. Each provision of this Declaration other than affirmative express covenants of grantees shall be considered an express condition subsequent, having a duration coextensive with the effective term of this Declaration; and the grantee of each lot within said tract shall take title subject to each and every such express condition subsequent herein provided. Upon breach of any of the provisions hereof by the grantee of any lot within said tract, Declarant grantor Rancho Del Ciervo Estates may pursue any appropriate proceedings available at law or in equity to enforce the provision(s) involved and/or to redress, abate or prevent such violation; such authorized proceedings upon any such breach or violation shall include but not be limited to an action for damages, abatement of nuisance, injunction, enforcement of the conditions as covenants running with the land, and enforcement of the conditions as equitable servitudes. In the event Declarant fails to take enforcement action within 90 days of the notice to it of any such breach or violation of any provision hereof, any of the parties specified in Clause No. 9 herein shall be authorized to seek any and all of the above-described legal and equitable remedies.

**[History: Clause 8.b was adopted in the Original Declaration and never amended.]**

c. Power of Declarant to Enter and Abate Violating Thing or Condition. Violation of any of the conditions or breach of any of the covenants herein contained shall give to Declarant, its successors or assigns the right to enter upon the property upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing, or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, and Declarant Rancho Del Ciervo Estates, its successors or assigns, shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

**[History: Clause 8.c was adopted in the Original Declaration and never amended.]**

d. Any Violation Deemed a Nuisance. The result of every act or omission, whereby any condition or covenant

herein contained is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by Declarant Rancho Del Ciervo Estates, its successors or assigns.

**[History: Clause 8.d was adopted in the Original Declaration and never amended.]**

e. Remedies Cumulative. Each of the hereinabove stated powers and/or remedies exercisable upon any breach of the provisions hereof shall be deemed cumulative and not exclusive.

**[History: Clause 8.e was adopted in the Original Declaration and never amended.]**

f. Construction of Provisions. All of the conditions and covenants contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions or covenants, or any part thereof, is invalid or for any reason becomes unenforceable, no other covenant or condition, or any part thereof, shall be thereby affected or impaired.

**[History: Clause 8.f was adopted in the Original Declaration and never amended.]**

#### CLAUSE NO. 9 RIGHT TO ENFORCE.

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by any of this following parties: (1) Declarant Rancho Del Ciervo Estates; (2) the owner or owners of the remaining property within the unit affected as shown on said map, and by each of their legal representatives, heirs, successors and assigns. The District Attorney and/or County Counsel of the County of Santa Barbara shall also have the right to enforce any provision of this Declaration which is designed to insure compliance with the conditions subject to which this subdivision tract was approved by the County Planning Commission and County Board of Supervisors; such right of

enforcement by the County shall expressly extend to all provisions hereof relating to type and density of permitted structures, excavations, gradings, cutting, filling, lot-splits, set-back line, approvals by county officials, utility easements, and drainage easements and agreements. Failure of Rancho Del Ciervo Estates or any property owner, or their legal representatives, heirs, successors or assigns, or of the County to enforce any of such conditions or covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any and every lot within said tract with respect to which a breach or violation of any provision of this Declaration may exist shall be deemed to be the servient tenement with respect to remedies available as a result of any such breach or violation; and for the purpose of such remedies the dominant tenement shall be the entire tract less the lot or lots with respect to which the provisions hereof have been breached or violated.

**[History: Clause 9 was adopted in the Original Declaration and never amended.]**

CLAUSE NO. 10 MORTGAGE SAVING.

Neither the breach or violation of any of the provisions herein contained, nor any exercise of a power of termination by the Declarant grantor, its successors or assigns, by reason of such breach or violation, shall defeat, render invalid or otherwise impair the lien of any mortgage or deed of trust made in good faith and for value; provided, however, that title to any of said property obtained through sale under or foreclosure of any such mortgage or deed of trust shall thereafter be held subject to the above conditions and covenants.

**[History: Clause 10 was adopted in the Original Declaration, and never amended.]**

CLAUSE NO. 11 AMENDMENTS

Any of the conditions, covenants and charges contained in this Declaration, except those relating to nuisances set forth in Clause No. 2, may be changed, modified, annulled, or waived by the written consent of the owners of sixty per cent (60%) of the owners of said 176 lots contained within said Tract 10,145, and of the owner

of the property to which said modification, change, annulment, or waiver applies. For the purpose of calculating said sixty per cent, each of the said lots within said Tract 10,145 shall be considered as one unit, irrespective of its size.

**[History: Clause 11 was added by the  
First Amendment.]**

CLAUSE NO. 12. SEVERABILITY.

All provisions of said original Declaration of Restrictions recorded November 24, 1961, together with all provisions of any and all past, present and future modifications or amendments thereof, shall be deemed independent and severable, and the invalidity of partial invalidity or unenforceability of any one provision or portion thereof shall not effect the validity or enforceability of any other provision thereof."

**[History: Clause 12 was added by the  
Fourth Amendment.]**

IN WITNESS WHEREOF<sup>4</sup>, said RANCHO DEL. CIERVO ESTATES and said ORIOLE CONSTRUCTION COMPANY have caused this Instrument to be executed by them, and their respective corporate names and seals to be affixed hereto by their respective officers thereunto duly authorized, this 1st day of August, 1966." [signatures]

**End CC&Rs**

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<sup>4</sup> The Declaration of Restrictions, at this point in the document, stated:

"IN WITNESS WHEREOF, Rancho Del Ciervo Estates, a California corporation, has caused these presents to be executed as of the day and year first above written."

Each of the Amendments contained a similar conclusion before the signatures, and the Fourth Amendment is the last and is therefore quoted in the text.

## **ATTACHMENT 1 TO CONSOLIDATED REVISED CC&Rs**

(see footnote 1)

### **Recitals to First Amendment:**

WHEREAS, RANCHO DEL CIERVO ESTATES is the owner of Lots numbered 1 through and including 176 of Rancho del Ciervo tract no. 10145, in the County of Santa Barbara, State of California, as per map recorded in Book 57 of Maps, at pages 27 through 37, inclusive, in the office of the County Recorder of said county; and,

WHEREAS, RANCHO DEL CIERVO ESTATES has on November 24, 1961 caused to be recorded in the office of the County Recorder of said county a Declaration of Restrictions applicable to said tract, as Instrument #42268 in Book 1886, pages 760-778, inclusive, Official Records; and,

WHEREAS, no Lots have been sold in said tract and RANCHO DEL CIERVO is still owner of all lots in said tract, it is the desire and intention of RANCHO DEL CIERVO to sell property described above and to modify the mutual and beneficial restrictions heretofore imposed under a general plan or scheme of improvements for the benefit of all of the Lots in said tract and the future owners of said Lots;

### **Recitals to Second Amendment:**

WHEREAS, RANCHO DEL CIERVO ESTATES is the owner of Lots numbered 1 through and including 176 of RANCHO DEL CIERVO Tract No. 10,145, in the County of Santa Barbara, State of California, as per map recorded in Book 57 of Maps, at pages 27 through 37, inclusive, in the Office of the County Recorder of said county; and,

WHEREAS, RANCHO DEL CIERVO ESTATES, has on November 24, 1961 caused to be recorded in the office of the County Recorder of said county a Declaration of Restrictions applicable to said tract, as Instrument No. 42268 in Book 1886, pages 760-778, inclusive, Official Records; and,

WHEREAS, by instrument made and dated August 16, 1962 and recorded August 20, 1962 as Instrument No. 34734 in Book 1947, pages 659-661, inclusive, RANCHO DEL CIERVO ESTATES modified and amended the aforesaid Declaration of Restrictions; and,

WHEREAS, no Lots have been sold in said tract and RANCHO DEL CIERVO ESTATES is still the owner of all lots in said tract; and,

WHEREAS, it is the desire and intention of RANCHO DEL CIERVO ESTATES to sell the property described above and to hereby further modify and amend the mutual and beneficial restrictions heretofore imposed under the general plan and scheme of improvements for the benefit of all of the lots in said tract and the future owners of said lots, which plan and scheme is contained in said Declaration of Restrictions as amended;

**ATTACHMENT 1 TO CONSOLIDATED REVISED CC&Rs**

(see footnote 1)

**Recitals to Third Amendment:**

WHEREAS, RANCHO DEL CIERVO ESTATES is the owner of Lots numbered 1 through and including 176 of RANCH DEL CIERVO Tract No. 10,145, in the County of Santa Barbara, State of California, as per map recorded in Book 57 of Maps, at pages 27 - 37, inclusive, in the Office of the County Recorder of said county; and,

WHEREAS, RANCHO DEL CIERVO ESTATES, has on November 24, 1961, caused to be recorded in the office of the County Recorder of said county a Declaration of Restrictions applicable to said tract, as Instrument No. 42268 in Book 1886, pages 760-778, inclusive, Official Records; and,

WHEREAS, by instrument made and dated August 16, 1962, and recorded August 20, 1962 as Instrument No. 34734, in Book 1947, pages 659-661, inclusive, RANCHO DEL CIERVO ESTATES modified and amended the aforesaid Declaration of Restrictions; and,

WHEREAS, by instrument made and dated September 5, 1962, and recorded September 5, 1962 as Instrument No. 37220, in Book 1950, page 477, RANCHO DEL CIERVO ESTATES modified and amended the foregoing Declaration of Restrictions in further detail; and,

WHEREAS, RANCHO DEL CIERVO ESTATES is still the owner of all lots in said tract other than Lots 35, 40 102; and,

WHEREAS, it is the desire and intention of RANCHO DEL CIERVO ESTATES to sell the property described above and to hereby further modify and amend the mutual and beneficial restrictions heretofore imposed under the general plan and scheme of improvements for the benefit of all of the lots in said tract and the future owners of said lots, which plan and scheme is contained in said Declaration of Restrictions as amended;

**[End Attachment 1]**