

DECLARATION OF RESTRICTIONS

Lynn 8

Janss Corporation, a Delaware corporation, hereinafter referred to as Janss, is the owner of the real property described in Schedule A, attached hereto and a part hereof. Janss intends to sell that portion of said real property described in Schedule B, attached hereto and made a part hereof, which portion is hereinafter referred to as Lynn Ranch Unit #8. For the benefit of each lot in Lynn Ranch Unit #8, for the mutual benefit of all lots therein and for the benefit of the remaining real property of Janss described in Schedule A, Janss hereby declares that Lynn Ranch Unit #8 is and shall be owned, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following covenants and restrictions, each of which shall run with the land and be binding on all parties acquiring any right, title, or interest in Lynn Ranch Unit #8 and each of which is for the purpose of enhancing and protecting the value, desirability and attractiveness of the lands in Lynn Ranch Unit #8 and the remaining real property of Janss described in Schedule A.

Use of Property

1.01 No lot shall be used for any purpose (including any business or commercial activity) other than for the residence of one family and its domestic servants, except that Janss, for the purpose of selling lots, may use any lot owned by it for a model home or for a real estate office.

1.02 Deleted by amendment 8/11/75.

1.03 No sign or other advertising device of any nature shall be placed upon any lot except as provided herein.

Janss may erect and maintain on any lot owned by it signs and other advertising devices in connection with the development and sale of lots in Lynn Ranch Unit #8.

Any other lot owner, for the purpose of renting or selling his lot or to permit a builder to advertise his work of construction on the property, may place one sign, 18" by 24" hung at a height of approximately 5'8" from a horizontal black metal bracket attached to a 4" white post eight feet back from the front sidewalk of the lot. The sign shall be white, bordered in gold, with Lynn Ranch written in script across the top.

1.04 No temporary building, trailer, garage, building in the course of construction or other structure shall be used, temporarily or permanently, as a residence on any lot. No trailer or boat shall be kept on a lot except within an enclosed building

1.05 No clothing or other household fabrics shall be hung outside upon any lot unless the

same are enclosed by a fence or other enclosure at least six inches higher than such hanging articles.

1.06 No lumber, metals, bulk materials, refuse, or trash shall be kept, stored, or allowed to accumulate on any lot, except building materials during the course of construction of an approved structure. No machinery shall be placed upon any lot except such machinery as is usual in maintenance of a private residence.

1.07 No cesspool, septic tank, or other sewage disposal system or device shall be installed, maintained or used upon any lot without the approval of the Health Department of Ventura County, California. No water pipe, gas pipe, sewer pipe, or drainage pipe shall be installed or maintained on any lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes and connection units for service.

1.08 No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing water, oil or other hydrocarbons, minerals, gravel or earth.

Improvement Authority

2.01 The "Lynn Ranch Unit #8 Improvement Authority" referred to herein as the "Improvement Authority", shall consist of one or more persons (corporate or natural) as designated herein. At the time of this declaration, Janss Corporation, a Delaware corporation, is the sole member of the Improvement Authority. The corporation may at any time, by instrument recorded in the office of the County Recorder of Ventura County and referring to this Declaration of Restrictions, designate in its stead any other person or persons as the members of the Improvement Authority and the majority of the members of the Improvement Authority may at any given time similarly make successive substitutions. If at any time the corporation no longer exists and has made no substitution or if at any time the person or persons who have succeeded as members of the Improvement Authority no longer exist, the membership shall consist of the person or persons designated by the owners of the majority of the lots in Lynn Ranch Unit #8 by instrument recorded in the office of the County Recorder of Ventura County and referring to this Declaration of Restrictions.

2.02 Notwithstanding other provisions herein, the Improvement Authority may authorize a lot owner with respect to his lot to:

1. Temporarily use a dwelling house for more than one family.
2. Maintain a sign other than as provided in paragraph 1.01
3. Keep a boat or trailer other than as provided in paragraph 1.04
4. Permit the drilling or operation of a water well by a mutual water company.
5. Locate structures other than the principal dwelling house within setback areas.

Setback, Design and Construction of Buildings and Improvements

3.01 "Structure" means any thing or device (other than trees, shrubbery and landscaping) the placement of which upon any lot might affect the architectural appearance of such lot, including by way of illustration and not limitation, any building, garage, porch, shed,

greenhouse or bathhouse, coop or cage, covered patio, swimming pool, clothes lines, fence, wall or hedge more than two (2) feet in height, signboard or any temporary or permanent living quarters including any house trailer. "Structure" shall also mean any excavation or fill, the volume of which exceeds five (5) cubic yards or any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel upon or across any lot.

3.02 No structure may be erected or maintained on any lot except one single family dwelling house with an interior living floor area (exclusive of accessory buildings, casements, garages and uncovered porches or patios) of at least 2,000 square feet, together with no more than three detached out-buildings for use as garages, servants' quarters, guest houses or stables in conjunction with said single family dwelling house. Each such outbuilding shall conform in appearance with said dwelling house and no such outbuilding or other structure may be erected prior to the erection of such dwelling house.

3.03 No structure shall be located within any setback area, nor shall any portion of a structure, including the eaves thereof, be located over any setback area. A setback area means that portion of a lot which lies between a street on which a lot fronts or a side line of the lot or the rear line of the lot and the setback line parallel thereto. The setback line of the rear of each lot is a line running parallel to the rear boundary line 25 feet with the lot. As to each lot which has a side street as one of the boundaries, the setback line for the side adjacent to the side street shall be 25 feet within the lot except as to Lot 34 which shall be 30 feet. The setback lines for the front of each lot (from the boundary of the street, casement or right of way) and from the side of the lot where that side adjoins another lot are lines parallel thereto within the lot at the following distances in feet:

<u>Side</u>	<u>Lot #</u>	<u>Front</u>	<u>Street</u>
	2	40	Calle Jon
20	3	35	Calle Jon
10	4	30	Calle Jon
20	5	60	Calle Jon
20	6	30	Calle Jon
20	7	60	Calle Jon
10	8	30	Calle Jon
20	9	35	Calle Jon
20	10	35	Calle Sequoia

20			
	11	40	Calle Sequoia
10			
	12	30	Calle Sequoia
10			
	13	50	Calle Sequoia
10			
	14	40	Calle Sequoia
20			
	15	30	Calle Sequoia
10			
	16	25	Calle Sequoia
15			
	17	35	Calle Sequoia
20			
	18	25	Calle Sequoia
15			
	19	20	Calle Sequoia
10			
	20	25	Calle Sequoia
15			
	21	25	Calle Sequoia
20			
	22	30	Calle Sequoia
15			
	23	35	Calle Sequoia
10			
	24	30	Calle Sequoia
15			
	25	30	Calle Sequoia
20			
	26	30	Calle Sequoia
10			
	27	30	Calle Sequoia
20			
	28	35	Calle Sequoia
15			
	29	30	Calle Sequoia
10			
	30	25	Calle Sequoia
15			
	31	30	Calle Sequoia
15			
	32	25	Calle Sequoia
10			
	33	35	Calle Sequoia

15

34

30

Calle Sequoia

15

Two contiguous lots commonly owned may be treated by the owner as one lot with no setback line on either side of the side boundary common to both lots. The division of one lot into two or more parcels shall not make any of the parcels a separate "lot" within the meaning of that word in this Declaration of Restrictions unless the Improvement Authority so determines in a document recorded in the office of the County Recorder of Ventura County and containing a designation of the setback lines for the newly created lots.

3.04 No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground of any lot.

3.05 No structure shall be erected, placed, moved onto or permitted to remain upon any lot, nor shall any existing structure upon any lot be altered in any way which materially changes the exterior appearance thereof except in accordance with complete plans therefore previously submitted to, and approved in writing by, the Improvement Authority. The minimum scale of the plans shall be 1/20" - 1'. A plot plan shall show the location of the buildings, drives, walks, fences, swimming pools and the existing houses on each side of the lot. Existing and proposed contours of one foot throughout the lot and fifty feet beyond the property line on all sides shall be shown. Building plans shall show all exterior elevations, indicate the materials to be used and designate the exterior colors to be used by means of actual color samples.

All requests for approval shall be accompanied by a fee of \$25.00 and two complete sets of plans for which approval is requested.

3.06 Approval of said plans and specifications may be withheld by the Improvement Authority because of failure to comply with any of these restrictions or because a proposed structure fails to conform with existing structures upon other lots or because the location, grading plan, color scheme, finish, design, proportions, style of architecture, height, appearance or appropriateness of the proposed structure is unsatisfactory in the judgment of the Improvement Authority. Unless unusual conditions exist, the Improvement Authority will not approve plans where cuts or fills exceed the slope, where exterior equipment (such as air conditioning units) are not screened from view, where the roof is not shake, colored rock or tile, where a rock roof is not colored brown, tan or beige, where exterior colors exceed three in number, or where basic exterior colors are not grayed to some extent to blend with the surroundings.

3.07 If a plan is not disapproved by the Improvement Authority within thirty days after its submission, it shall be deemed the equivalent of written approval. The Improvement Authority shall retain for its permanent records, a copy of each approved plan. Unless the time is extended in writing by the Improvement Authority, failure to complete the work under a plan within one year from the date of approval of the plan shall constitute an automatic revocation of the approval. After such automatic revocation of approval, the structure being

constructed or altered shall not then or thereafter be occupied or permitted to remain on any lot for a period longer than three months.

3.08 The Improvement Authority, through its agent, may at any reasonable time or times enter upon and inspect any lot for the purpose of ascertaining whether the maintenance of such lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof. Neither the Improvement Authority nor such agent shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

Weed Removal

4.01 Janss may at any time enter upon any lot that is vacant and unplanted for the purpose of cutting, plowing under, burning or otherwise removing weeds and removing or disposing of rubbish or litter. No such entry shall be deemed a trespass and Janss shall not be subject to any liability therefore. The costs of such work shall be ??? and paid by the owner of the lot and shall constitute a lien on the lot from and after the date that a notice of delinquency ?????? for record. The lien may be enforced by Janss or the owner provided by law with respect to a mortgage or other lien on real property. In order for the lien to be discharged, the owner of said lot shall pay in addition to the amount of the lien all costs and expenses incident to the filing of the notice of delinquency and all costs for foreclosure or other enforcement of the lien, including reasonable attorneys' fees.

Construction and Enforcement

5.01 No restriction herein is intended to be, or shall be construed as, a condition subsequent.

5.02 The determination by a court that any restriction is void shall not affect the validity of any other restriction.

5.03 Damages shall not be deemed adequate compensation for any breach or violation of a restriction.

5.04 Any party to a proceeding who succeeds in enforcing a restriction or enjoining the violation of a restriction against a lot owner may be awarded a reasonable attorney's fee against the lot owner.

5.05 Upon any violation or breach of any restriction, Janss may enter upon any lot where such violation exists and summarily abate and remove any thing or condition that may be or exist thereon contrary to the provisions hereof. Janss shall not thereby be deemed to have trespassed upon such lot and shall be subject to no liability to the owner or occupant of such lot for such entry, abatement or removal.

5.06 Waiver of a restriction as to any lot or failure to enforce it shall not waive other restrictions as to that lot or any restriction as to any other lot.

5.07 Every person acquiring a lot from Janss or a subsequent grantee covenants to observe, perform and be bound by this Declaration of Restrictions.

5.08 No violation of any restriction shall defeat or render invalid the lien of any mortgage or deed of trust, but any purchaser at any trustee's, mortgager's or foreclosure sale shall be bound by the restrictions.

5.09 At such date after January 1, 1991 as the record owners of a majority of the lots record in the office of the County Recorder of Ventura County a document declaring that all or certain of these restrictions are terminated, the restrictions as designated shall terminate.

Executed as of February _____, 1963.

JANSS CORPORATION

By Signature Illegible
President

By Signature Illegible
Secretary

Friday, 24 October 2003