

**JONATA SPRINGS RANCH HOMEOWNERS ASSOCIATION**

**[CONSOLIDATED] DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS ESTABLISHING A PLANNED DEVELOPMENT ..... 1**

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**[CONSOLIDATED] DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
ESTABLISHING A PLANNED DEVELOPMENT.**

THIS DECLARATION is made as of the date set forth below by the undersigned Declarant.

**RECITALS**

1. Declarant is the owner of certain real property located in the County of Santa Barbara (hereinafter referred to as "said County"), State of California, described in **Exhibit A** attached hereto.
2. All of the said real property, and such additions thereto as may hereafter be annexed and made subject hereto, is hereby defined and shall hereinafter be referred to as the "development." The phase of development, if any, and the common area if any, (hereafter defined) to be conveyed to the Association (likewise hereafter defined) are described in **Exhibit B** attached hereto.

**DECLARATION**

NOW, THEREFORE, Declarant hereby declares that the real property described in Recital 1, above, is, and shall be, held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following limitations, restrictions, easements, covenants, conditions, liens and charges, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, protection, maintenance, and sale of lots within the aforesaid real property, and all of which are declared and agreed to be for the purpose of enhancing, maintaining and protecting the value and attractiveness of the aforesaid real property. All of said limitations, restrictions, easements, covenants, conditions, liens and charges shall run with the land, shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the aforesaid real property,

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<sup>1</sup> The Declaration of Conditions, Covenants and Restrictions establishing a Planned Development recorded April 6, 1976, as Instrument No. 13159, April 6, 1976, Book 2608, page 1243.

This Declaration was subsequently amended by

Instrument #79-35400, recorded July 31 1979 (Art. 4.9, Water Use; Art 4-10, Livestock);

Instrument #80-50353, recorded December 4, 1980 (Art. 1.2, Association Name; Art 1.6 Declarant's Name, Art. 4.1 Residential Restrictions; Art. 4.11 Water Shares; Art. 4.12 Lot Size; Art 14 Architectural and Landscaping Control).

Instrument #80-50593, recorded December 5, 1980 (Executed agreement that expired on Aug. 31, 2005, that allowed James Walther to be compensated for overbuilding the water system at such time as new lots are annexed to the system or already-serviced lots are subdivided. NOT included in these consolidated CC&Rs).

Instrument # 1985-012961, recorded March 15, 1985 (Art. 13.22-26, Oak Tree Care, Native and Drought Tolerant Plants, Possible Archeological Sites, Raptor Rehabilitation Project, Slope Development Limitations);

Instrument #98-057093, recorded July 29, 1998 (Declaration of Annexation of Lot 23, Tract 13,511; Assessor's Parcel No. 99-430-48 with notarized consents. NOT included in these consolidated CC&Rs).

and shall be binding upon and inure to the benefit of the successors in interest of such parties.

#### ARTICLE 1: DEFINITIONS

- 1.1 The “articles” shall mean the articles of incorporation of the Association, as said articles may be amended from time to time.
- 1.2 The “Association” shall mean and refer to JONATA SPRINGS RANCH HOMEOWNERS ASSOCIATION (formerly Bobcat Springs Ranch Homeowners Association) its successors and assigns.
- 1.3 The “board” shall mean the board of directors of the Association.
- 1.4 The “by-laws” shall mean the by-laws of the Association, as such by-laws may be amended from time to time.
- 1.5 The “common area” shall mean all real property owned from time to time by the Association for the common use and enjoyment of the owners. It is not contemplated that any common area will be owned by the Association at the time of conveyance of the first lot.
- 1.6 The “Declarant” shall mean FAIRVIEW INDUSTRIES, INC., a Tennessee corporation, its successors and assigns, if such successors and assigns acquire or hold record title to, all or any portion of the development for development purposes.<sup>3</sup>
- 1.7 A “lot” shall mean any numbered plot of land, together with the residential and other improvements hereafter constructed on said lot, shown upon any recorded subdivision map of the development with the exception of the common area.
- 1.8 A “member” shall mean every person or entity who holds a membership in the Association.
- 1.9 A “mortgage” shall mean a mortgage or deed of trust encumbering a lot or other portion of the development. A “mortgage” shall also mean an installment sales contract as to a lot or other portion of the development entered into under and pursuant to Article 3, Chapter 6, Division 4 of the California Military Veterans Code whereunder The Department of Veterans Affairs of the State of California (“DVA”) is Seller (a “Cal-Vet” contract). The term “mortgagee” shall include the beneficiary under a deed of trust and the DVA under a Cal-Vet contract.
- 1.10 An “owner” shall mean such person and entity holding a record ownership does interest in a lot, including Declarant. The “owner” shall not include persons or entities who hold an interest in a lot

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<sup>2</sup> Amendment, Santa Barbara County Record #80-50353, December 4, 1980, replacing the following: “

The “Association” shall mean and refer to BOBCAT SPRINGS RANCH HOMEOWNERS’ ASSOCIATION its successors and assigns.

<sup>3</sup> Amendment, Santa Barbara County Record #80-50353, December 4, 1980, replacing the following

The “Declarant” shall mean JAMES W. WALTHER, his successors and assigns, if such successors and assigns acquire or hold record title to, all or any portion of the development for

merely as security for the performance of an obligation or as a contract purchaser; provided, however, that the contract purchaser or purchasers of a lot from the DVA under a Cal-Vet contract shall be an owner.

- 1.11 A “phase of development” shall mean all of the real property and improvements thereon made subject hereto by the recordation of a separate and distinct declaration of annexation, excepting that the first phase of development shall mean and refer to all of the real property and improvements thereon made subject hereto by the initial recordation hereof.

## ARTICLE 2: ANNEXATION

### 2.1 Annexation of Additional Property.

The real property described in Exhibit C attached hereto, and any other real property, may be annexed to and become subject to this Declaration and subject to the jurisdiction of the Association by either of the following methods:

a. Annexation by Approval

Upon the written consent of Class A members other than Declarant then holding sixty-six and two-thirds percent (66-2/3%) of the voting rights of the Class A membership, exclusive of any such voting rights held by Declarant, if any, any real property may be annexed hereto. The owner of real property who desires to annex such real property to the scheme of this Declaration may cause such annexation to be accomplished by the recordation of a declaration of annexation as provided in Sections 2 and 3 of this Article 2.

b. Annexation Without Approval.

Notwithstanding the provisions of Paragraph (a) of this Section 1, all or any portion of the real property described in Exhibit C attached hereto may be annexed to the scheme of this Declaration by the record owner or owners thereof without the consent of the Association or its members at any time prior to the expiration of a period of seven (7) years from and after the date of issuance or amendment by the California Department of Real Estate of the then latest Final Subdivision Public Report governing any phase of development. Annexation pursuant to this Paragraph (b) may be accomplished by the recordation of a declaration of annexation as provided for by Sections 2 and 3 of this Article 2 provided the real property to be annexed is to be developed in accordance with a broad, overall general development plan previously filed with the California Department of Real Estate. Issuance by the California Department of Real Estate of a Final Public Report covering the annexed property shall operate as a conclusive presumption that this requirement has been met.



2.2 Method of Annexation.

The annexations authorized pursuant to Paragraph (a) and (b) of Section 1 of this Article II shall be effectuated by the recordation of a declaration of annexation covering the annexed property. The declaration of annexation shall be executed by the record owners of the real property sought to be annexed to the scheme of the Declaration, and, in the event annexation is accomplished pursuant to Paragraph (a) of Section 1 of this Article II, there shall also be attached thereto the written consents of the members of the Association as required by said Paragraph (a).

2.3 Contents of Declaration of Annexation.

The declaration of annexation shall describe the real property to be annexed to the scheme of this Declaration and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing the real property described therein to the scheme of this Declaration and extending the jurisdiction of the Association to cover the property so described. The declaration of annexation may contain such complimentary additions and modifications to this Declaration as may be necessary to reflect the different character, if any, of the real property being annexed and as are not inconsistent with the general scheme of this Declaration. Except as otherwise set forth in this Declaration, in no event shall such declaration of annexation revoke, modify or add to the covenants and agreements established by this Declaration with regard to any real property made subject to this Declaration prior to the recordation of such declaration of annexation. Any declaration of annexation recorded in accordance with the terms hereof shall be conclusively presumed valid as to all persons who rely thereon in good faith. Except as otherwise expressly provided in this Declaration and in the declaration of annexation respecting its amendment or revocation and respecting the date of commencement of the payment of assessments to the Association, upon recordation of the declaration of annexation the real property described therein shall be subject to the provisions of this Declaration and the jurisdiction of the Association pursuant to the terms of this Declaration, the by-laws and the articles, and thereafter all of the owners located within said annexed real property shall automatically be members of the Association. It is expressly contemplated hereby that commencement of the payment of assessments by owners in an annexed phase of development may be postponed to a time subsequent to the date of recordation of the declaration of annexation.

2.4 Expansion of Association Membership.

Membership in the Association shall be expanded to include owners within annexed phases of development.

2.5 No Obligation to Annex.

Notwithstanding any provisions of this Declaration expressly or impliedly to the contrary, Declarant shall have no obligation whatsoever to annex any real property hereto including, without limitation, the real property described in Exhibit C.

2.6 Section TITLE Missing

In the event of any annexation of additional property, the mutual water company referred to in Article 4, Section 11 [Bobcat Springs Mutual Water Company], will incur charges therefor to the predecessor in interest of Declarant as set for in Exhibit F attached hereto, if said property is annexed to the water company service area. Said charges of the mutual water company shall be the responsibility of the Owner of the real property to be annexed and said charges shall be paid as a condition of said annexation. The Declarant shall not be subject to the provisions of this subparagraph 6.

**ARTICLE 3: PROPERTY RIGHTS, RIGHTS OF ENJOYMENT AND EASEMENTS**

3.1 Owners Non-Exclusive Easements of Enjoyment, Etc.

Every owner of a lot shall have a non-exclusive easement and equitable right of use and enjoyment in and to and throughout the common area as well as a non-exclusive easement and equitable right for ingress, egress and support over and through the common area. Each such easement and right shall be appurtenant to and pass with the title to every lot, subject to the following restrictions:

- a. The right of the Association to limit the number of guests, and to adopt Association rules and regulations regulating the use and enjoyment of the common area.
- b. The right of the Association to charge reasonable admission and other fees for the use of any unassigned parking and storage spaces situated upon the common area.
- c. The right of the Association to borrow money for the purpose of improving the common area and the recreational areas therein.
- d. The right of the Association to assign, rent, license or otherwise designate and control use of unassigned parking and storage spaces within the common area.
- e. The right of Declarant or its designees to enter upon the common area and any lots owned by Declarant for purposes of construction of the development and future annexations thereto and for purposes of making repairs and remedying construction defects.
- f. The right of the Association, or its agents, to enter upon any of the lots in order to perform its obligations hereunder, and to enter upon any of the lots in case of an emergency originating therein or threatening the improvements thereof, whether the owner is present or not, in order to abate such emergency.
- g. The right of any owner, or his representatives, to enter upon the lot of any other owner for purpose of performing permissible installations, alterations or repairs to mechanical or electrical services, including installation of television antennae and related cables, provided

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<sup>4</sup> Amendment, Santa Barbara County Record #80-50353, December 4, 1980.

requests for entry are made in advance and that such entry is at a time convenient to the owner whose lot is being entered; and in the case of emergency such right of entry shall be immediate.

3.2 Delegation of Use.

Any owner may delegate his rights of enjoyment in the development, including any recreational facilities thereof, to the members of his family, his guests, and invitees, and to such other persons as may be permitted by the by-laws and the Association rules and regulations, subject however, to the said by-laws and said Association rules and regulations; provided, however, that neither an owner of a lot who has sold same to a contract purchaser thereof or has leased or rented same, nor members of his family, his guests and invitees shall be entitled to use and enjoy the recreational facilities of the development while such owner's lot is occupied by such contract purchaser, lessee or renter, but, instead, such contract purchaser, lessee or renter, while occupying such lot, shall be entitled to use and enjoy the recreational facilities of the development and to delegate the rights of enjoyment in the same manner as if such contract purchaser, lessee or renter were the owner of such lot during the period of his occupancy thereof. Each owner shall notify the secretary of the Association of the names of any contract purchasers, lessees or renters of such owner's lot. Each owner, contract purchaser, lessee or renter shall also notify the secretary of the Association of the names of all persons to whom such owner, contract purchaser, lessee or renter has delegated any rights of enjoyment in the development and the relationship which each such person bears to such owner, contract purchaser, lessee or renter. Any rights of enjoyment delegated pursuant hereto are subject to suspension to the same extent that rights of owners are subject thereto.

3.3 Encroachments.

If any portion of the common area encroaches upon any of the lots, a valid easement for such encroachment and for the maintenance of same so long as it remains shall and does exist, and, pursuant to the Declaration, all lots are made subject to such easements. In addition, each lot is hereby declared to have an appurtenant easement over all adjoining lots and parcels (including the common area) for the purpose of accommodating any encroachment due to the resulting from the settlement or shifting of structures, or due to the resulting from the construction, reconstruction, repair and maintenance of overhanging or other portions or improvements, or due to or resulting from any other cause. There shall be valid appurtenant easements for the maintenance of said encroachments, and the rights and obligations of owners shall not be altered in any way by the existence thereof. In no event shall a valid easement for encroachment be created in favor of any lot or owner if such encroachment occurred due to the willful conduct of such owner. In addition to the foregoing, in the event a structure on any lot is partially or totally destroyed and then repaired or rebuilt, the owner of each lot agrees that minor encroachments over adjoining lots and parcels shall be permitted and there shall be valid appurtenant easements for the maintenance of said encroachments so long as they exist.

3.4 Easements Granted by Association.

The Association shall have the power to grant and convey to any third party, easements and rights-of-way in, on, over or under the common area for the purpose of constructing, erecting, operating or maintaining thereon, therein or thereunder overhead or underground lines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone and other purposes, public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities, and each purchaser, in accepting a deed to his lot, expressly consents thereto; provided, however, that no such easements may be granted if same would substantially interfere with the use, occupancy or enjoyment by any owner of his lot or the recreational facilities of the development.

**ARTICLE 4: USE RESTRICTIONS**

4.1 Residential Restrictions.<sup>5</sup>

- a. Each and every lot shall be used for residential-ranch purposes only. No structure whatever, other than one (1) single-family residence and a private garage, shall be erected, placed or maintained on any lot. However, building incidental to such residential-ranch use may be erected, including guesthouses, servants quarters, barns, stables and corrals, none of which may be rented separately from the main residential structure or used for any purpose whatsoever except a strictly residential-family use.
- b. The ground floor area of any main residential structure, exclusive of accessory buildings and garages, irrespective if same be attached or detached, and exclusive of any porch, patio and covered but unenclosed area, shall not be less than eighteen hundred (1800) square feet, except as to such split-level residences, the ground floor area shall be of such dimension and square footage as shall be approved by the Architectural Control [Review] Committee prior to the commencement of construction. Provided, further, that fencing shall be only of a type to be approved by the Architectural Control [Review] Committee, and then only in those portions of such parcel(s) as shall not be protruding beyond those parts of the main residential structure thereon furthest from any and all roads and roadways abutting such parcel(s). [Should this be a separate subsection on fencing?] "Ground floor area" is defined as that part of a structure, measured by outside wall dimensions, which is upon or the most

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<sup>5</sup> Amendment, Santa Barbara County Record #80-50353, December 4, 1980, replacing the following:

Restrictions. All lots may be used for any lawful purpose, subject to present or future zoning and land use regulations of any governmental authority having jurisdiction over subject property, subject to the easement rights provided for in this Declaration. Nothing herein shall prevent an owner from leasing or renting his lot, provided, however, any lessee or renter thereof shall abide by and be subject to all terms and provisions of This Declaration, the Articles and By-Laws, and the Association rules.

adjacent to the ground. [Should this be in Art 1, Definitions section?]

- c. No structure of any type, kind or character shall be erected or permitted to be erected, altered, or placed on any such parcel, which shall be within seventy-five (75) feet from the boundary furthest protruding within said parcel of any road, roadway, bridle trail, parkway, or other easements and/or rights of ways as to that portion of said parcel which is fronting upon or toward a road or street, which, for purposes hereof, shall be hereinafter referred to and described as the "front side(s)," no such structure shall be erected, altered, constructed or placed within fifty (50) feet of any such type boundary furthest protruding within said parcel.
- d. No barn, stable, holding corral or concentrated corral shall be closer than one hundred fifty (150) feet from any building or structure, used as living quarters, and shall, in no event, be permitted in the front portion of said parcel, which is defined as that portion of said parcel between the living quarters contained thereon and the "front side(s)" of said parcel.
- e. No business or profession of any nature shall be conducted on any lot. [Should this be amended given that so many people work out of their homes with no impact to neighbors or the ranch as whole?] No building or structure intended for or adopted for business or professional purpose, and no appurtenant house, duplex house, flat building, lodging house, rooming house, hotel, hospital or sanitarium shall be erected, placed or maintained on any lot.
- f. Any building placed, erected or maintained on any lot shall be entirely constructed thereon, and neither the same nor any part may be moved or placed thereon except with the approval of the Architectural Control [Review] Committee.
- g. All buildings and other structures upon each lot shall at all times be maintained in good condition and repair by the Owner thereof. No windows shall be covered with aluminum foil or similar material, but shall be draped or covered in colors visible from the exterior compatible with exterior colors of structures.

#### 4.2 Rubbish, Weeds

No rubbish, brush, undergrowth or debris of any kind or character shall ever be placed or permitted to accumulate upon said lots or any of them, or any portion thereof, so as to render said premises a fire hazard, unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity or to the occupants thereof. The grantee for himself, his successors and assigns, agrees to remove dead trees and limbs from said realty; and should grantee fail to do so, or should grantee fail to keep said realty free of rubbish, brush, weeds, undergrowth, or debris of any character, the grantor or its successors in interest at any time prior to commencement of construction of a residence on said premises, upon thirty (30) days written notice to grantee, of its intention to do so, may enter upon said realty and remove dead trees and limbs, and to clean and remove any rubbish, weeds, undergrowth or debris of any character from said realty, and to assess said grantee, grantee's successors or assigns for the

cost thereof. Grantor shall notify grantee in writing of the cost thereof; and in the event grantee fails to remit to grantor said charges, they shall constitute a lien on said realty, which may be enforced by the grantor in the manner provided by law with respect to a mortgage or other lien on real property. No poultry, animals or livestock shall be kept on said lots or any of them, or any part thereof, which produce an odor or noises operating to disturb the reasonable comfort of any occupant of any other property in the vicinity.

4.3 Maintenance of Lots.

Excepting as otherwise specifically herein provided in Exhibit D attached hereto, each owner shall be responsible for maintaining his lot, including the interior and exterior of all improvements thereon, in a clean, sanitary, workable and attractive condition.

4.4 Offensive Conduct; Nuisances.

No noxious or offensive activities shall be carried on, upon, or within the Development; nor shall anything be done thereon which may be or become an annoyance or nuisance to owners, or which shall in any way interfere with the quiet enjoyment of owners or occupants of lots.

4.5 Signs.

No sign of any kind shall be displayed to the public view on or from any lot or on or from the common area, excepting such signs as may be used by the Declarant or its designees for the purpose of developing, selling and improving lots within the development and for the purpose of developing, selling and improving real property owned by Declarant or its designees and situated in the vicinity of the development. Notwithstanding the foregoing, one sign of customary and reasonable dimensions advertising a lot for sale or for rent may be placed within each lot by the owner or owners thereof.

4.6 Trash Disposal.

Trash, garbage or other waste shall be kept only in sanitary containers. No owner of a lot shall permit or cause any trash or refuse to be kept on any portion of the development subject to this Declaration other than in receptacles customarily used therefor.

4.7 Indemnification.

Each owner shall be liable to the remaining owners for any damage to the common area which may be sustained by reason of the negligence of said owner, members of his family, his contract purchasers, lessees, renters, guests or invitees, to the extent that any such damage shall not be covered by insurance. Each owner does further, by acceptance of his deed, agree for himself and for the members of his family, his contract purchasers, lessees, renters, guests or invitees, to indemnify each and every other owner, and to hold him or her harmless from, and to defend him or her against, any claim of any person or persons for personal injury or property damage occurring within the lot of that particular owner.

4.8 Owner's Obligation for Taxes.

Each owner shall be obligated to pay any taxes or assessments assessed by the County Assessor of said County against his lot and against his personal property.

4.9 Water use.

The Bobcat Springs Ranch Mutual Water Company shall provide water to all parcels in the development. Said water shall be used solely for domestic purposes, and not for crop irrigation or commercial uses, except that each owner may in addition irrigate a private domestic garden and use water in a reasonable amount, to be determined by the Bobcat Springs Ranch Mutual Water Company, for watering commercial livestock.<sup>6</sup>

4.10 Livestock.

No more than ten (10) large-hooved or twenty (2) small-hooved animals, or a proportional combination thereof, and their unweaned offspring, shall be kept on any lots, except Lot 1, which will be allowed thirty (30%) more of such animals proportionately. No turkeys or swine may be kept on any parcels. Such livestock as may properly be kept on the parcels shall be properly cared for and appropriately protected from the elements. Such livestock as may properly be kept on the parcels shall be properly cared for and appropriately protected from the elements. The above numbers of livestock shall apply only so long as the livestock are not a nuisance, or creating a nuisance or health hazard, or are overgrazing and/or contributing to the erosion of the soils of the parcels. In order to resolve any problem arising from the maintenance of the above livestock on any particular parcel, the Board of Directors may reduce the number of said livestock on that parcel.<sup>7</sup>

4.11 Water Shares.

One share of stock of Bobcat Springs Ranch Mutual Water Company, a mutual water company, shall be issued for each one (1) acres of property as described in Exhibit "A." Said share will be appurtenant to the acreage for which the shares are issued and thereafter no lot or portion thereof shall be transferred without transfer of at least one share of stock per acres. Each lot owner is required to provide and install a 5,000-gallon tank or reservoir for the purpose of fire protection and other water storage purposes. [delete previous sentence?] No other [delete other] elevated tank of any kind shall be placed or maintained on any lot.<sup>8</sup>

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<sup>6</sup> Amendment, Santa Barbara County Record #79-35400, June 31, 1979, recorded in Book 2,608, page 1243.

<sup>7</sup> Amendment, Santa Barbara County Record #79-35400, June 31, 1979, recorded in Book 2,608, page 1243.

<sup>8</sup> Amendment, Santa Barbara County Record #80-50353, December 4, 1980.

4.12 Lot Size

- a. No lot shall be divided, subdivided, or created which shall contain less than five (5) acres, until ten (10) years from the date of recording of this Instrument. Provided, further, that the foregoing restriction shall be automatically extended for five (5) year periods thereafter unless agreed otherwise by not less than seventy-five percent (75%) of lot owners and their mortgagees by their written consent in the form of an amendment recorded in the office of the County Recorder of Santa Barbara County.
- b. In the event any lot is subdivided into smaller parcels, the water company, referred to in Article 4, Section 11 of this Declaration as amended will incur charges to the predecessor in interest of Declarant as set forth in Exhibit F annexed hereto, which charges shall be the responsibility of the Owner of the lots so subdivided into smaller parcels.

**ARTICLE 5: THE ASSOCIATION**

5.1 Formation.

The Association is incorporated as a non-profit corporation under laws of the State of California and, upon the close of the first lot sale to an owner, shall be and become charged with the duties and invested with the powers set forth in the articles, the by-laws and this Declaration, including, but not limited to, control of the common area. Neither the articles nor the by-laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provision of this Declaration shall prevail. In the event of any inconsistency as between the articles and by-laws, the provisions of the articles shall prevail.

5.2 Association Action; Board of Directors and Officers.

Except as to matters expressly requiring the approval of members as set forth in this Declaration, the articles or the by-laws, the affairs of the Association shall in all instances be conducted by the board and such officers as the board may elect or appoint, such election or appointment to be in accordance with the by-laws, as the same may be amended from time to time. Except as otherwise expressly provided in this Declaration, the articles or the by-laws, all matters requiring the approval of members shall be deemed approved if members present in person or by proxy at a duly constituted meeting at which a quorum is present holding majority of the total voting rights thereat assent thereto by vote, or if written consent is obtained as provided in the by-laws.

5.3 Powers and Duties of Association.

a. Powers.

The Association shall have all the powers of a nonprofit corporation organized under the

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<sup>9</sup> Amendment, Santa Barbara County Record #80-50353, December 4, 1980



General Nonprofit Corporation Law of California subject only to such limitations upon the exercise of such powers as are expressly set forth in the articles, the by-laws and this Declaration. It shall have the power 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 and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including, without limitation, the following:

- (1) Assessments. The Association shall have the power to establish, fix and levy assessments against the owners of lots and to enforce payment of such assessments, all in accordance with the provisions of this Declaration, provided, however, the approval of members shall be required as to the amounts of all regular and special assessments except as otherwise hereinafter specifically provided.
- (2) Right of Enforcement. The Association and any owner shall have the power and authority from time to time in its own name and on its or his own behalf, or on behalf of any owner or owners who consent thereto, to commence and maintain actions and suits at law for damages or in equity to restrain and enjoy any breach or threatened breach of any provisions of this Declaration or of the articles or by-laws, or of the Association rules adopted pursuant to Section 3 of this Article V, or any resolutions of the board, and to enforce by mandatory injunction, or otherwise, all of said provisions. In addition to the foregoing remedies, the Association shall have the right to suspend the voting rights, suspend use privileges of the common area, or assess monetary penalties against any owner or other person entitled to exercise such rights or privileges by reason of any violation of this Declaration or the articles, by-laws, Association rules, or board resolutions, provided, however, that:
  - (a) any such suspension of use privileges may not exceed a period of thirty (30) days for any one violation; and
  - (b) any such monetary penalty shall not exceed twenty-five dollars (\$25.00) for any one violation.

Each suspended or fined owner or other person shall have the right to appeal such action by filing with the board written notice of his intention to appeal. Such action imposing such fine or suspension shall thereupon become ineffective until the fine or suspension shall thereafter be approved by a majority of all board members at a duly called and held regular or special meeting of the board at which a quorum is present, and the owner or other person to be fined or suspended shall have the right to appear, to be represented by counsel and to be heard thereat.

- (3) Delegation of Powers. The Association acting by and through the board shall have the authority to delegate its powers, duties and responsibilities to committees or employees.

(4) Association Rules. The Association shall have the power to adopt, amend and repeal such rules and regulations as it deems reasonable (hereinafter sometimes referred to as the "Association rules"). The Association rules shall govern the use of the common area, including, but not limited to, any recreational facilities and private streets, by an owner, the family members of an owner, or by any guest, invitee, contract purchaser, lessee or renter of an owner, or their respective family members, guests or invitees; provided, however, that the Association rules shall not be inconsistent with or materially alter any other provisions of this Declaration, the articles or by-laws. A copy of the Association rules as the same may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each owner and a copy shall be posted in a conspicuous place within the development. In the event of any conflict between any such Association rules and any other provisions of this Declaration, or the articles or by-laws, the provisions of the Association rules shall be deemed to be superseded by the provisions of this Declaration, the articles or the by-laws of any such inconsistency.

b. Duties of the Association.

In addition to powers delegated to it by its articles or in the by-laws, and without limiting the generality thereof, the Association, acting by and through the board, or by and through persons or entities described in paragraph (a) (iii), above, if applicable, shall have the obligation to conduct all business affairs of common interest to all owners, and to perform each of the following duties:

- (1) Operation, Maintenance and Repair of Common Area, Streets and Easement Areas, and Lot Maintenance and Repair. Operate, maintain, repair and otherwise manage or provide for the operation, maintenance, repair and management of the common area, if any, and all private driveways and private streets as shown on the Map of Tract 10546, bridle trail area as provided in paragraph 20, and the easement described in Parcel Two of Exhibit A hereof, and all facilities, improvements and landscaping thereon and thereof, and all other property acquired by the Association, including personal property, in a first class condition and in a good state of repair. In this connection, the Association may employ a managing agent and may enter into contracts for services or materials for the benefit of the Association or the common area, provided, however, that the term of any such service contract shall not exceed one (1) year unless approved by a majority of each class of members of the Association. In addition to the foregoing, the Association shall perform the maintenance and repair respecting lots as described in Exhibit "D" attached hereto.
- (2) Taxes and Assessments. Pay all real and personal property taxes and assessments and all other taxes levied against the common area, personal property owned by

the Association, or against the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring payment is posted prior to the sale or the disposition of any property to satisfy the payment of such taxes.

- (3) Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary utility services for the common area and for lots if and when the lots are not separately billed therefor.
- (4) Insurance. Obtain, from reputable insurance companies, and maintain in effect, the insurance described in Article IX hereof.
- (5) Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of this Declaration, the articles and by-laws, and the Association rules and board resolutions.

5.4. Personal Liability.

No member of the board, or any committee of the Association, or any officer of the Association, or the manager, if any, or Declarant, or any agent of Declarant, shall be personally liable to any owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of any such person or entity, provided that such person or entity has, upon the basis of such information as may be possessed by him or it, acted in good faith without willful or intentional misconduct.

5.5 Annual Meeting and Notice.

An organizational meeting shall be held as soon as practicable following the incorporation of the Association, and the directors elected thereat shall hold office until the first annual meeting. The first annual meeting of members of the Association shall be held not later than six (6) months after the closing of the sale of the first lot within the development. Thereafter, annual meetings of members of the Association shall be held in each succeeding year within one (1) week before or after the anniversary date of said first annual meeting on a day to be determined by the board, which day shall not be a legal holiday. Special meetings may be called as provided for in the by-laws. Notice of all members meetings, annual or special, shall be given by regular mail or telegram and shall be given not less than ten (10) days nor more than thirty (30) days prior to the time of said meeting and shall set forth the place, date and hour of the meeting, and the nature of the business to be undertaken. All such meetings shall be held within the development or as close thereto as practicable, at a reasonable place selected by the board. The presence at any meeting in person or by proxy of members entitled to cast at least fifty percent (50%) of the total votes of all members of the Association shall constitute a quorum. If any meeting cannot be held because a quorum is not present, members representing a majority of the votes present, either in person or by proxy, may adjourn the meeting to a time not less

than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called, at which adjourned meeting the quorum requirement shall be least twenty-five percent (25%) of said total votes. Any meeting of members whereat a quorum is present may be adjourned for any reason to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time of such meeting by members representing a majority of the votes present thereat in person or by proxy.

5.6 Balance Sheet and Operating Statement.

The Association shall prepare, or cause to be prepared, a balance sheet and an operating (income) statement for the Association as of the accounting dates hereinafter set forth, and copies of each thereof shall be distributed to each member within sixty (60) days after said accounting dates. For purposes hereof, the accounting dates for the preparation of such balance sheet and operating (income) statement are as follows:

a. First Accounting Date.

The first accounting date shall be the last day of the month closest in time to six (6) months from the date of closing of the first sale of a lot within the development. The balance sheet shall be rendered as of said date, and the operating (income) statement shall be rendered for the period commencing with the date of closing of the first sale of a lot within the development and ending as of said first accounting date.

b. Subsequent (Annual) Accounting Dates.

The second and subsequent accounting dates shall be the last day of the Association's fiscal year (which fiscal year shall be a calendar year unless a different fiscal year is adopted). The balance sheet shall be rendered as of said date, and the operating (income) statement shall be rendered for the fiscal year in question.

c. First Operating (Income) Statement.

The operating (income) statement for the first six (6) months accounting period shall include a schedule of assessments received or receivable itemized by lot number and by the name of the person or entity assessed.

## ARTICLE 6: MEMBERSHIP AND VOTING RIGHTS

6.1 Membership.

a. Qualifications.

Each owner of a lot, or interest therein, including Declarant, shall be a member of the Association. No such owner shall hold more than one membership in the Association even though such owner may own, or own an interest in, more than one lot. Ownership of a lot or interest therein shall be the sole qualification for an entitlement to membership in the Association. Each owner shall remain a member of the Association until such time as his ownership or ownership interest in all lots in the development ceases for any reason, at

which time his membership in the Association shall automatically cease. A member is not intended to include persons or entities who hold an interest in a lot merely as security for performance of an obligation; nor is a member intended to include contract purchasers, excepting, however, a contract purchaser or contract purchasers from the DVA under a Cal-Vet contract, if any.

b. Members' Rights and Duties.

Each member shall have the rights, duties and obligations set forth in this Declaration, the articles, the by-laws and the Association rules, as the same may from time to time be amended.

c. Transfer of Membership.

The Association membership of each person or entity who owns, or owns an interest in, one or more lots shall be appurtenant to each such lot, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon a transfer of title to each such lot or interest therein and then only to the transferee thereof. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a lot or interest therein shall operate automatically to transfer the membership rights in the Association appurtenant thereto to the new owner thereof.

6.2 Voting.

a. Number of Votes.

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all the owners with the exception of Declarant. Each class A

member shall be entitled to one (1) vote for each lot in which such class A member owns an interest; provided, however, when more than one class A member owns an interest in a lot, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one such lot.

Class B. The Class B member shall be the Declarant who shall be entitled to three (3) votes for each lot owned. The class B membership shall cease and be converted to class A membership on the happening of either of the following events, whichever occurs earlier:

- (1) When the total votes outstanding in the class A membership equal the total votes outstanding in the class B membership, or
- (2) On December 31, 1983, provided, however, that the class B membership of Declarant shall be reinstated whenever additional lands become subject to the provisions of this Declaration pursuant to the annexation provisions of Article II hereof, subject to further cessation in accordance with the provisions and limitations provided for at subparagraphs (i) and (ii) of paragraph (a) of this Section 2.

b. Joint Owner Votes.

The voting rights for each lot may not be cast on a fractional basis. In the event that the joint owners of a lot are unable to agree among themselves as to how their voting rights shall be cast, they shall forfeit same as to the matter in question. If any owner or owners cast the voting rights of a particular lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other owners of the same lot. In the event more than one (1) person or entity casts the voting rights for a particular lot, said voting rights shall not be counted and shall be deemed void.

c. Cumulative Voting.

Election to and removal from the board shall be by cumulative voting as provided in Section 2235 and 9402 of the California Corporations Code. In this regard, each member shall be entitled to vote, in person or by proxy, as many votes as such member is entitled to exercise as above provided multiplied by the number of directors to be elected or removed, as the case may be, and he may cast all of such votes for or against a single candidate or director, or he may distribute them among the number of candidates or directors to be so elected or removed, or any two or more of them, in such manner as he deems appropriate. The candidates receiving the highest number of votes up to the number of board members to be elected shall be deemed elected. As to removal, neither the entire board nor a single director shall be removed unless the number of votes in favor thereof satisfies the requirements of Section 810 of the California Corporations Code.

d. Specially Elected Director.

Notwithstanding (c) above, so long as all owners other than Declarant do not possess a sufficient number of votes by the application of cumulative voting to elect at least one (1) director, the election of one (1) director (a "specially elected director") shall be determined at a special election held immediately prior to the holding of the regular election of directors (except in the case of the election of a specially elected director following removal of his predecessor as noted below). In this regard, at the duly constituted meeting of members in question nomination for the specially elected director shall be made from the floor. When nominations have been closed, the special election shall take place. Declarant shall not have the right to participate in or vote in such special election (although Declarant or Declarant's representatives may be present thereat), and the candidate receiving the highest number of votes shall be deemed to be the specially elected director, and his term shall be the same as that of any other director. Unless members (excluding Declarant) holding a majority of all voting rights (excluding any voting rights held by Declarant) assent thereto by vote or written consent, such specially elected director may not be removed. In the event of the death, resignation or removal of a specially elected director, his successors shall be elected at a special meeting of members, and the provisions above set forth respecting the election of a specially elected director shall apply as to the election of a successor thereof. Except as

otherwise expressly provided herein, the provisions of this Declaration and of the articles and by-laws applicable to directors, including their election and removal, shall apply to a specially elected director.

#### ARTICLE 7: Assessments

##### 7.1 Agreement to Pay.

The Declarant, for each lot owned by him in the development which is expressly made subject to assessment as set forth in this Declaration or in any declaration of annexation, hereby covenants and agrees, and each purchaser of a lot by his acceptance of a deed therefor, whether or not it is so expressed in such deed, is deemed to covenant and agree, for each lot owned, to pay the Association regular assessments and special assessments, such assessments to be established, made and collected as hereinafter provided.

##### 7.2 Personal Obligation.

Each such assessment, or installment thereof, together with any late charge, interest thereon, collection costs and reasonable attorneys fees, shall also be the personal obligation of the person or entity who was an owner at the time such assessment, or installment thereof, became due and payable. In the event more than one person or entity was the owner of a lot, the personal obligation to pay such assessment, or installment thereof, respecting such lot shall be both joint and several. The personal obligation for delinquent assessments, or delinquent installments thereof, and such other sums, shall not pass to an owner's successors in interest unless expressly assumed by them. No owner of a lot may exempt himself from payment of assessments, or installments thereof, by waiver of the use or enjoyment of all or any portion of the common area or by waiver of the use or enjoyment of, or by abandonment of, his lot.

##### 7.3 Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the members of the Association, the improvement, operation and maintenance of the common area, and the performance of the duties of the Association as set forth in this Declaration. All assessments, regular and special, shall require the approval of members.

##### 7.4 Assessments.

###### a. Regular Assessments.

Not more than sixty (60) days nor less than thirty (30) days prior to the beginning of each calendar year the board shall estimate the total amount of funds necessary to defray the common expenses of the Association for the next calendar year, and if said amount is approved by the members, same shall become the regular assessment for such year. Said assessments shall be uniform and shall be determined as provided in Section 5 hereof.

b. Special Assessments.

In the event the board shall determine that the theretofore estimated total amount of funds necessary to defray the common expenses of the Association for a given calendar year is, or will become, inadequate to meet such expenses for any reason, including, but not limited to, unanticipated delinquencies, costs of construction or reconstruction, unexpected repairs or replacement of capital improvements upon the common area, the board shall determine the approximate amount necessary to defray such expenses, and if said amount is approved by the members, same shall become a special assessment which may be assessed hereunder. The board may, in its discretion, pro rate such special assessment over the remaining months of the calendar year or levy such assessment immediately against each lot.

c. Limitation Respecting Special Assessments.

The foregoing notwithstanding, any such special assessment in excess of Five Hundred dollars (\$500.00) shall require approval by vote or written consent of fifty-one percent (51%) of the voting rights of each class of members (excluding any class A rights held by Declarant, if any).

7.5 Uniform Rate of Assessment.

Except as otherwise specifically hereinafter provided, regular and special assessments must be fixed at a uniform rate for all lots. In this regard, same shall be determined by dividing the amount thereof by the total number of lots within the development and subject to assessment; provided, however, that if, during any calendar year, additional lots become annexed to the development and become subject to assessment, the board shall meet as soon thereafter as may be practicable and shall estimate the total amount of funds then necessary for the remainder of said calendar year (taking into account such additional costs as may be incurred as well as such additional lots as may be subject to assessment) and if said amount is approved by the members, the board shall thereafter assess each lot (including those so annexed) equally on the basis of the revised estimated total amount of funds necessary for the remainder of the calendar year divided by the then increased total number of lots subject to assessment.

7.6 Assessment Period.

The regular assessment period shall commence on January 1 of each year and shall terminate on December 31 of such year, and regular assessments shall be payable in equal monthly installments unless the board adopts some other basis for collection; provided, however, the initial regular assessment period shall commence on the first day of the month following the month in which the sale of the first lot to a purchaser is closed (hereinafter referred to as the "initiation date") and shall terminate on December 31 of the year in which the initial sale is consummated. The first regular assessment and all special assessments shall be adjusted according to the number of months remaining in the calendar year and shall be payable in equal monthly installments unless the board adopts some other basis for collection. Excepting as provided in Section 5 hereof, the Association



shall not change the pro rate interest or obligation of any lot for purposes of levying assessments unless all owners and all mortgagees have given their prior written consent thereto.

7.7 Notice and Assessment Installment Due Dates.

A single ten (10) day prior written notice of each annual regular assessment and each special assessment shall be sent to the owner or owners of every lot subject thereto wherein the due dates for the payments of installments thereof shall be specified. The due dates for the payment of installments of regular assessments and special assessments shall normally be the first day of each month unless some other due date is established by the board. Each installment of regular assessments and special assessments shall become delinquent if not paid within fifteen (15) days after its due date. There shall accrue with each delinquent installment at late charge of fifteen dollars (\$15.00) together with interest at the rate of seven percent (7%) per annum calculated from the due date to and including the date full payment is received by the Association.

7.8 Increase in Assessments.

Notwithstanding the foregoing, the board may, for the calendar year following the initiation date and any subsequent calendar year, increase the regular assessments effective January 1 of each year by an amount not in excess of twenty percent (20%) above the maximum annual assessment per lot for the previous year, without the vote or consent of the members of the Association.

7.9 Estoppel Certificate.

The board or manager, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of the Association, a particular owner is in default as to said owner's lot under the provisions of this Declaration and further stating the dates to which installments of assessments, regular or special, have been paid as to such lot, it being intended that any such certificate delivered pursuant to this Section 9 may be relied upon by any prospective purchaser or mortgagee of said lot, but reliance on such certificate may not extend to any default not involving the payment of assessments as to which the signer had no actual knowledge.

7.10 Assessment of Common Area.

The Association, as owner of the common area, shall not be subject to assessment by reason of such ownership.

ARTICLE 8: Collection of Assessment; Liens

8.1 Right to Enforce.

The right to collect and enforce assessments is hereby vested in the board acting by and on behalf of the Association. The board or its authorized representative, including the manager, if any, may enforce

the obligations of the owners to pay assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity or the board may foreclose by judicial proceedings or through the exercise of the power of sale pursuant to Section 3 hereof to enforce the lien rights created hereby. Suit to recover a money judgment for unpaid assessments together with all other amounts described in Section 2 of Article VII hereof shall be maintainable without foreclosing or waiving said lien rights.

8.2 Creation of Lien.

In the event of a delinquency in the payment of any assessment, or installment thereof, respecting a lot, as described in Section 7 of Article VII hereof, such amounts as may be delinquent, together with that late charge described in said Section 7, interest thereon at the rate of seven percent (7%) per annum, and all costs which may be incurred by the board or its authorized representative in the collection of said amounts, including reasonable attorneys fees, shall be and become a lien against such lot upon the recordation in the office of the County Recorder of said County of a Notice of Assessment. The Notice of Assessment shall not be recorded unless and until the board or its authorized representative has delivered to the delinquent owner or owners of such lot, not less than fifteen (15) days prior to the recordation of said Notice of Assessment, a written notice of default and a demand for payment, and such delinquency has not been cured within fifteen (15) days after delivery thereof. Said lien shall expire and be null and void unless, within one (1) year after recordation of said Notice of Assessment, the board or its authorized representative records a notice of default as hereinafter provided or institutes judicial foreclosure proceedings.

8.3 Notice of Default; Foreclosure.

Not less than ten (10) days nor more than one (1) year after the recording of said Notice of Assessment, the board or its authorized representative may record a notice of default and thereafter may cause such condominium to be sold in the same manner as a sale is conducted as provided by Sections 2924, 2924b and 2924c of the California Civil Code, or through judicial foreclosure; provided, however, that as a condition precedent to the holding of any such sale under said Section 2924c appropriate publication shall be made; and provided, further, that in connection with any sale pursuant thereto the board is hereby authorized to appoint its attorney, any officer or director, or any title insurance company authorized to do business in California as Trustee for purposes of conducting such sale. If any such delinquency is cured prior to sale, or prior to completing a judicial foreclosure, the board or its authorized representative shall cause to be recorded in the office of the County Recorder of said County a certificate setting forth the satisfaction of such claim and release of such lien upon payment of actual expenses incurred, including reasonable attorneys fees not to exceed one hundred fifty dollars (\$150.00) by such delinquent owner or owners. During the pendency of any foreclosure proceedings, whether judicial or by power of sale, the lot owner or owners shall be required to pay to the Association reasonable rental for the lot and the Association shall be entitled to the appointment of a receiver to collect the same. In this regard, on becoming delinquent in the

payment of any assessments, or installments thereof, each delinquent owner or owners shall be deemed to have absolutely assigned all rents, issues and profits of his lot to the Association and shall further be deemed to have consented to the appointment of a receiver (which appointment may, at the election of the Association, be enforced by the Association by the remedy of specific performance). The Association acting on behalf of the owners, shall have the power to bid in the lot at foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

8.4 Waiver of Exemptions.

Each owner does hereby waive, to the extent of any liens created pursuant to this Article VIII, the benefit of any homestead or exemption laws of the State of California in effect at the time any assessment, or installment thereof, becomes delinquent or any lien is imposed pursuant to the terms hereof.

## **ARTICLE 9: INSURANCE**

9.1 Liability Insurance.

The Association shall obtained and maintain in force comprehensive public liability insurance insuring the Association, the manager, if any, the Declarant and the owners and occupants of lots, and their respective family members, guests and invitees, and the agents and employees of each, against any liability incident to the ownership or use of the lots and the common area and including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than \$500,000.00 for death of or injury to any one person in any one occurrence, \$1,000,000.00 for death or injury to more than one person in any one occurrence, and \$50,000.00 for property damage in any one occurrence.

9.2. Common Area Insurance.

The Association shall also obtain and maintain in force a master or blanket policy of fire insurance for the full insurable value of all of the improvements within the common area. Such policy and any endorsements thereon shall be in the form and content, for such term and in such company as may be satisfactory to any mortgagee; and, if more than one mortgagee has a loan of record against the development, or any part thereof, such policy and endorsements shall meet the maximum standards of the various mortgagees represented in the development. Such policy shall contain extended coverage and replacement cost endorsements, if available, and may also contain vandalism and malicious mischief coverage, special form endorsement, stipulated amount clause, and a determinable cash adjustment clause, or a similar clause to permit cash settlement covering full value of the improvements in the event of partial destruction and a decision not to rebuild. Such policy shall be in such amounts as shall be determined from time to time by the board and shall name, as insured, the Association. Such policy may contain a loss payable endorsement in favor of the trustee hereinafter described.

9.3 Trustee.

All insurance proceeds payable under Section 2, above, and, subject to the rights of the mortgagees, may be paid to a trustee, to be held and expended for the benefit of the Association, and others, as their respective interests shall appear. Said trustee shall be a commercial bank, or branch thereof, in said County, which has agreed in writing to accept such trust. In the event repair or reconstruction is authorized, the board shall have the duty to contract for such work as provided for herein.

9.4 Other Insurance.

The board may purchase and maintain in force demolition insurance in adequate amounts to cover demolition in the event of total or partial destruction and a decision not to rebuild. The board shall also purchase and maintain workmen's compensation insurance, to the extent that the same shall be required by law, for all employees of the development. The board may also purchase and maintain fidelity bonds, insurance or personal property owned by the Association, and such other insurance as it deems necessary.

**ARTICLE 10: TERM OF DECLARATION; COMPLIANCE WITH RULE AGAINST PERPETUITIES**

This Declaration shall run with the land, and shall continue in full force and effect for a period of sixty (60) years from and after the date on which this Declaration is executed, after which time same shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by not less than a majority of the owners of the lots and all mortgagees of lots shall be recorded, cancelled and terminating this Declaration.

**ARTICLE 11: PROTECTION OF MORTGAGEES**

11.1 Mortgage Permitted.

Any owner may encumber his lot with a mortgage.

11.2 Subordination.

Any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to the rights of any mortgage encumbering all or a portion of the development, or any lot herein, made in good faith and for value, and no such lien shall in any way defeat, invalidate or impair the obligation or priority of such mortgage unless the mortgagee thereunder shall expressly subordinate his interest, in writing, to such lien.

11.3 Amendment.

No amendment to this Declaration shall affect the rights of any mortgagee under any mortgage made in good faith and for value and recorded prior to the recordation of any such amendment unless said mortgagee shall either join in the execution of such amendment or shall approve the same in writing as a part of such amendment; provided, however, that the foregoing shall not apply as to annexations made in accordance with Article II.

11.4 Voting Rights on Default.

In the event of a default by any owner or owners of any lot in any payment due under the terms of any first mortgage (meaning a mortgage with priority over other mortgages) encumbering such lot, or the promissory note secured thereby, the mortgagee, or his representative, shall have the right, upon giving written notice to such defaulting owner or owners, and placing of record a notice of default, to exercise the voting rights of such defaulting owner or owners attributable to such lot at any regular or special meeting of the member held during such time as such default may continue.

11.5 Effect of Breach Hereof.

No breach of any provision of these covenants, conditions and restrictions shall invalidate the lien of any mortgage made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon any owner whose title is derived through foreclosure sale, trustee's sale, or otherwise.

11.6 Foreclosure.

If any lot is encumbered by a mortgage made in good faith and for value, the foreclosure of any lien created by any provision set forth in this Declaration for assessments, or installments thereof, shall not operate to affect or impair the lien of such mortgage. Upon foreclosure of such mortgage, or the acceptance of a deed-in-lieu of the foreclosure by the mortgagee, the lien hereof for assessments, or installments thereof, as shall have accrued up to the time of foreclosure or the acceptance of a deed-in-lieu thereof shall be subordinate to the lien of such mortgage, with the foreclosure-purchaser or deed-in-lieu grantee taking title to such lot free of the lien hereof for such assessments, or installments thereof, as shall have accrued up to the time of the foreclosure sale or the delivery of the deed in lieu of the foreclosure; and upon so coming into title to such lot, but only while holding title thereto, such foreclosure-purchaser or such deed-in-lieu-grantee shall only be obligated to pay assessments or other charges levied or assessed by the Association subsequent to the time such foreclosure-purchaser or such deed-in-lieu-grantee acquired title to such condominium, which subsequently levied assessments or other charges may include previously unpaid assessments provided all owners, including such foreclosure-purchaser or such deed-in-lieu-grantee, and the successors and assigns thereof, are required to pay their proportionate share thereof as hereinabove provided.

11.7 Non-Curable Breach.

Any mortgagee who acquires title to a lot by foreclosure or by deed in lieu of foreclosure shall not be obligated to cure any breach of this Declaration which is non-curable or of a type which is not practical or feasible to cure.

11.8 Loan to Facilitate.

Any mortgage given to secure a loan to facilitate the resale of a lot after acquisition by foreclosure or by a deed in lieu of foreclosure shall be deemed to be a loan made in good faith and for value and

entitled to all of the rights and protections of this Article XI.

11.9 Appearance at Meetings.

Because of its financial interest in the development, any mortgagee may appear (but may not vote except under the circumstances set forth in Section 4 hereof) at meetings of the members and the board to draw attention to violations of this Declaration which have not been corrected or made the subject of remedial proceedings or assessments.

11.10 Right to Furnish Information; Collection of Insurance Premiums.

Any mortgage shall have the right to furnish information to the board concerning the status of any mortgage. The board may also delegate to any mortgagee the right to collect such portion of a lot assessment, or installments thereof, representing premiums payable for insurance coverage.

11.11 Loss Payable Clauses.

All applicable fire and all physical loss or extended coverage insurance policies covering lots and the common area shall contain loss payable clauses naming the mortgagees, as their interests may appear.

11.12 Right to First Refusal.

Any mortgagee coming into title to a lot pursuant to the remedies provided in a mortgage, or by judicial foreclosure, or by deed or assignment in lieu thereof, shall take title free and clear of any right of first refusal.

11.13 Conflicting Provisions.

Excepting as otherwise provided in any exhibit attached hereto, to the extent the terms and provisions of this Article XI conflict with any other terms and provisions of this Declaration, the terms and provisions of this Article XI shall in all instances prevail and control.

## ARTICLE 12: AMENDMENT

12.1 Amendment Prior to Close of First Sale.

Prior to the close of the first sale in the first phase of development to a purchaser other than Declarant, this Declaration and any amendments thereto may be amended in any respect or revoked by the execution by Declarant of an instrument amending or revoking same, which instrument shall make appropriate reference to this Declaration and any amendment thereto and which instrument shall be acknowledged and recorded in the office of the County Recorder of said County. Prior to the close of the first sale in any phase of development other than the first phase of development to a purchaser other than Declarant, any declaration of annexation and any amendments thereto may be amended in any respect or revoked by the execution by the then record owner or owners of the real property

covered by such declaration of annexation of an instrument amending or revoking same, which instrument shall make appropriate reference to such declaration of annexation and any amendments thereto and which instrument shall be acknowledged and recorded in the office of the County Recorder of said County.

12.2 Amendment Subsequent to Close of First Sale.

Subsequent to the close of the first sale in the first phase of development to a purchaser other than Declarant, and prior to the annexation of any subsequent phase of development, this Declaration may be amended or revoked in any respect or revoked by owners of not less than seventy-five percent (75%) of the lots subject to the Declaration, and their respective mortgagees, by their execution of an instrument amending or revoking same, which instrument shall make appropriate reference to this Declaration and any amendments thereto and which instrument shall be acknowledged and recorded in the office of the County Recorder of said County. Subsequent to the close of the first sale in each annexed phase of development other than the first phase of development to a purchaser other than Declarant, this Declaration and any declaration of annexation respecting each such annexed phase of development, and any amendments to any of said instruments, may be amended or revoked by the execution by owners of not less than seventy-five percent (75%) of the lots in the first phase of development, and their respective mortgagees, of an instrument amending or revoking same, which instrument shall be acknowledged and recorded in the office of the County recorder of said County.

12.3 Conflict with Article XI or other Provisions of this Declaration.

To the extent any provisions of this Article XII conflict with the provisions of Articles XI or XII or any other provisions of this Declaration, the conflicting provisions of Article XI or such other conflicting provisions shall control.

12.4 Business and Professions Code Section 11018.7.

The foregoing to the contrary notwithstanding, all amendments or revocations of this Declaration or any declaration of annexation shall comply with the provisions of Section 11018.7 of the California Business and Professions Code to the extent said section is applicable thereto.

12.5 Reliance on Amendments.

Any amendment made in accordance with the terms of this Declaration shall be presumed valid as to anyone relying thereon in good faith.

## **ARTICLE 13. GENERAL PROVISIONS**

13.1 Headings.

The headings used in this Declaration or in any declaration of annexation are for convenience only and are not to be used in interpreting the meaning of any of the provisions of this Declaration, or otherwise.

13.2 Severability.

The provisions of this Declaration or any declaration of annexation shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision or provisions hereof shall not invalidate any other provisions hereof.

13.3 Cumulative Remedies.

Each remedy provided for in this Declaration or in any declaration of annexation shall be cumulative and not exclusive. Failure to exercise any remedy provided for in this Declaration or in any declaration of annexation shall not, under any circumstances, be construed as a waiver thereof.

13.4 Violations as Nuisance.

Every act or omission in violation of the provisions of this Declaration or of any declaration of annexation shall constitute a nuisance and, in addition to all other remedies herein set forth, may be abated or enjoined by an owner, any member of the board, the manager, or the Association.

13.5 No Racial Restriction.

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

13.6 Districts.

To the extent permitted by law, no owner shall oppose the formation of any district in which the development would be included.

13.7 Access to Books.

Any owner may, at any reasonable time and upon reasonable notice to the board or manager and at his own expense, cause an audit or inspection to be made of the books and financial records of the Association.

13.8 Liberal Construction.

The provisions of this Declaration or of any declaration of annexation shall be liberally construed to effectuate its purpose of creating a planned development. Failure to enforce any provisions hereof shall not constitute a waiver of the right to enforce said provision thereafter.

13.9 Notification of Sale of Lot.

Concurrently with the consummation of the sale of any lot under circumstances whereby the transferee becomes an owner thereof, or within five (5) business days thereafter, the transferee shall notify the board in writing of such sale. Such notification shall set forth the name of the transferee and his transferor, the street address of the lot purchased by the transferee, the transferee's mailing address, and the date of sale. Prior to receipt of such notification, any and all communications



required or permitted to be given by the Association, the board or the manager shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor. Mailing addresses may be changed at any time upon written notification to the board. Notices shall be deemed received forty-eight (48) hours after mailing if mailed to the transferee, or to his transferor if the board has received no notice of transfer as above provided, by certified mail, return receipt requested, at the mailing address above specified. Notice shall also be deemed received twenty four (24) hours after being sent by telegram or upon personal delivery to any occupant of a lot.

13.10 Number; Gender.

The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

13.11 Exhibits.

Any and all exhibits attached hereto shall be deemed made a part hereof and incorporated by reference herein.

13.12 Easements Reserved and Granted.

Any and all easements referred to herein shall be deemed reserved or granted, or both reserved and granted, as appropriate, by reference to this Declaration in a conveyance of any lot.

13.13 Binding Effect.

This Declaration shall inure to the benefit of and be binding upon the successors and assigns of the Declarant, and the heirs, personal representatives, grantees, lessees, successors and assigns of the owners.

13.14 Unsegregated Real Estates Taxes.

Until such time as real estate taxes have been segregated by the County Assessor of said County, same shall be paid by the respective owners of lots. In connection with such payment, the proportionate share of such taxes for a particular lot shall be divided equally among the owners whose lots are affected by such unsegregated assessment. If, and to the extent, same are not paid by any owner or owners of a lot and are allowed to become delinquent, same may be collected from the delinquent owner or owners by the Association.

13.15 Indemnification of Officers and Directors.

Every director and every officer of the Association shall be, and is hereby, indemnified by the Association against all expenses and liabilities, including fees of counsel, reasonably incurred by or imposed upon such director or officer in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the

Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification herein shall apply only when the board approves such settlement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and shall not be exclusive of, all rights to which each such director or each such officer may otherwise be entitled.

13.16 Waiver re Unenforceability.

Each owner, by acceptance of a deed to his lot, shall be deemed to have agreed that Declarant shall have no liability whatsoever resulting from any term or provision hereof having been held to be unenforceable in whole or in part.

13.17 Use of Funds Collected by the Association.

All funds collected by the Association, including assessments, both regular and special, and contributions to the Association paid by owners on close of their lot purchases, if any, shall be held in trust by the Association, to be expended in their entirety for not-for-profit purposes of the Association in maintaining, preserving and architecturally controlling the development and for other permitted purposes as set forth in this Declaration. The payment of any regular or special assessment or installment thereof, or contribution, present or future, by an owner is expressly conditioned upon the obligation of the Association to treat such amount, when received, in a fiduciary manner solely for such purposes. For any breach of this fiduciary obligation, any amount so paid by an owner shall forthwith be returned to him.

13.18 Attorney's Fees.

Should suit be instituted hereon, hereunder or in connection herewith to enforce any of the terms or provisions hereof, or to obtain any of the remedies provided for herein, the prevailing party shall be entitled to an award of reasonable attorney's fees from any court of competent jurisdiction.

13.19 Additional Provisions.

Additional provisions are set forth in Exhibit "E".

13.20 Easements Reserved by Declarant.

Declarant, his successors and assigns, hereby reserves easements for ingress and egress over the private roads shown on the Map of the property described in Exhibit A, and easements for bridle trail areas of eight (8) feet on each side of said private roads and of each side of all lot lines of said property for the exclusive use and benefit of lot owners of the property described in Exhibit A and owners of property annexed by the provisions hereof. Declarant, his successors and assigns, hereby reserves easements for constructing, erecting, and maintaining thereon or thereunder, overhead or

underground, pipes, lines, cables or other devices, drains, conduits for public utility purposes, including pipes, tanks and equipment owned, maintained or operated by Bobcat Springs Ranch Mutual Water Company, or its successors or assigns, over and across and under twenty (20) feet from each lot line of each lot described in Exhibit A, and Declarant may grant any or all of said easements to public utilities or to the Association for such purpose, and each purchaser in accepting a deed to his lot expressly consents thereto.

13.21 Oil Drilling.

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon the surface of the properties or within five hundred (500) feet below the surface without the written approval of the Association and upon the terms and conditions specified by the Association.

13.22 Oak Tree Care.

Native oak trees are considered to be an important natural resource which should be protected and encouraged. It is recommended that the following items be adhered to when developing any lots in the second phase of Jonata Springs Ranch [apply to all of development, including new construction activity?].<sup>10</sup>

- a. Alternate pervious types of paving should be utilized in oak tree environments, such as gravel, redwood chips, porous brick with sand joints, etc;
- b. No ornamental ground covers, or any other vegetation requiring year round watering, should be planted against tree trunks or around root crown areas;
- c. Water should not be allowed to pond or collect within the dripline of oak trees, otherwise the tree would drown;
- d. Herbicides should not be used with in oak tree driplines;
- e. Retaining walls should be used to protect the existing grades within the driplines of oaks from surrounding cut and fill. However, these walls should not alter drainage from around trees;
- f. Oak trees on the project site should be deadwooded and receive treatment for disease control; and;
- g. Landscaping for future homesites should employ the maximum use of native plant species found in neighboring habitats and minimum use of non-native flora. Many California native plants are highly adaptable for landscaping purposes and are aesthetically pleasing (e.g., toyon, caenothus, etc.).

13.23 Native and Drought Tolerant Plants.

It is suggested that, prior to the installation of any landscaping, property owners consult a reputable landscaper, landscape architect or the Santa Barbara County Resource Management Department for additional information on drought tolerant and native plants for landscaping purposes and that plants such as callismon vaminacs, ceaonothus species, junipuris species, myrtus communis, viburnum and rhytido phyllum be used.<sup>11</sup>

13.24 Possible Archeological Sites.

In order to determine the possible existence of archaeological sites the County of Santa Barbara has the deeded right to conduct a Phase I Cultural Resource Study or a Phase II Data Recovery Program at the time a property owner applies for any building permit on their property. These studies are to be conducted at the applicant's expense.<sup>12</sup>

13.25 Raptor Rehabilitation Project.

In order to encourage the breeding of certain predatory bird species beneficial to ranch land habitats, nest boxes have been placed in some of the oak trees on Jonata Springs Ranch. These boxes require periodic care and maintenance which will be performed at no cost to property owners within Jonata Springs Ranch by members of the Raptor Rehabilitation Project, Inc.<sup>13</sup> [Is this still relevant?]

13.26 Slope Development Limitations.

As a condition of approval of the second phase of Jonata Springs Ranch the Department of Resource Management determined that building permits will not be issued for specific building sites located on slopes greater than thirty percent. [Should previous sentence be deleted as redundant?] Building sites will not be permitted in areas having slopes greater than thirty percent.<sup>14</sup>

**ARTICLE 14: ARCHITECTURAL AND LANDSCAPING CONTROL [REVIEW]15**

14.1 Architectural Approval.

No building, fence, wall, sign or other structure, or exterior addition to or change or alteration thereof

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<sup>10</sup> Amendment, Santa Barbara County Record #1985-012961, March 15, 1985, Book 2,609, page 1,243.

<sup>11</sup> Amendment, Santa Barbara County Record #1985-012961, March 15, 1985, Book 2,609, page 1,243..

<sup>12</sup> Amendment, Santa Barbara County Record #1985-012961, March 15, 1985, Book 2,609, page 1,243..

<sup>13</sup> Amendment, Santa Barbara County Record #1985-012961, March 15, 1985, Book 2,609, page 1,243..

<sup>14</sup> Amendment, Santa Barbara County Record #1985-012961, March 15, 1985, Book 2,609, page 1,243..

<sup>15</sup> Amendment, Santa Barbara County Record #80-50353, December 4, 1980, Book XXX, page 6XXX.

(including painting) or landscaping shall be commenced, constructed, erected, placed, altered, maintained or permitted to remain on the development, or any portion thereof, until plans and specifications shall have been submitted to and approved in writing by an architectural control committee, initially to be appointed by Declarant ("Architectural Control [Review] Committee"). The Architectural Control [Review] Committee shall consist of three (3) persons. Said plans and specifications shall include, where appropriate, the following (a) plat plans, showing the location of all structures and showing grade elevations and drainage; (b) building plans, including floor, foundation and roof plans, with all materials, therefor; (c) exterior elevations and surfaces, and sections, structural design and salient exterior details; (d) exterior color schemes; (e) landscaping plans, showing types, location and elevation of trees, bushes, shrubs, plants and hedges; and (f) fence plans, showing type, including exterior materials and colors, location and elevation. The foregoing notwithstanding, Declarant shall not be required to comply with [missing text] provisions of this Section 1. All such plans and specifications shall be submitted in writing over the signature of the Owner of the property or such Owner's authorized agent. Approval shall be by vote or written consent of a majority of the members of the Architectural Control [Review] Committee and shall be based, among other things, on adequacy of site dimensions; adequacy of structural design and material; conformity and harmony of external design with neighboring structures; effect of location and use of improvements and landscaping on neighboring property, improvements, landscaping, operations and uses; relation of topography, grade and finished ground elevation of the property being improved to that of the neighboring property; proper facing of main elevations with respect to nearby streets; preservation of view and aesthetic beauty; with respect to landscaping, assurance of adequate access to the Association in connection with performance of its duties and the exercise of its powers hereunder; conformity with such rules and regulations as may be adopted by the Architectural Control [Review] Committee in accordance with this Article; and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. The Architectural Control [Review] Committee shall have the right, but not the obligation, to require any member to remove, trim top or prune any shrub, tree, bush, plant or hedge which the Architectural Control [Review] Committee reasonably believes impedes the view of any Lot.

14.2 Exclusive Appointment Period.

During the period of time ending on the first anniversary of the date of original issuance by the California Department of Real Estate of the first Amended Final Subdivision Public Report covering the Property (the "Exclusive appointment Period"), Declarant shall have the exclusive right to appoint members to, remove members and their successors from, and fill vacancies on, the Architectural Control [Review] Committee. In furtherance thereof, Declarant hereby appoints the following person to the Architectural Control [Review] Committee during the Exclusive Appointment Period: James W. Walther, Dorothy Walther, Lloyd Etzel.

14.3 Non-Exclusive Appointment Period.

Upon expiration of the Exclusive Appointment Period, and during the period ending upon the happening of whichever of the following is first in time (the "Non-Exclusive Period"); when sales of ninety (905) of the lots within the development have been closed; or on the fifth anniversary of the date of original issuance by the California Department of Real Estate of the First Amended Final Subdivision Public Report covering the Property; or upon recordation by Declarant with the office of the County Recorder of said County of an instrument relinquishing its rights of appointment during the Non-Exclusive Appointment Period, Declarant shall have the rights to appoint two (2) members to, remove said two (2) members and their successors from, and fill vacancies created by said two (2) members and their successors, on the Architectural Control [Review] Committee. In furtherance thereof, Declarant hereby appoints the following person to the Architectural Control [Review] Committee during the Non-Exclusive Appointment Period: James W. Alther, Dorothy Walther. The third member of the Architectural Control [Review] Committee, who shall serve during the Non-Exclusive Appointment Period, shall be appointed by the Board.

14.4 Expiration of Non-Exclusive Appointment Period.

Upon expiration of the Non-Exclusive Appointment Period, the Board shall appoint all three (3) members of the Architectural Control [Review] Committee.

14.5 Membership.

Persons appointed to the Architectural Control [Review] Committee by Declarant need not be Members or possess any other particular qualifications, and persons appointed to the Architectural Control [Review] Committee by the Board must be members.

14.6 Appointment and Resignation.

No appointment to or resignation from the Architectural Control [Review] Committee shall become effective until an instrument evidencing same has been recorded with the office of the County Recorder of said County; provided, however, the third above-named appointee of Declarant during the Exclusive Appointment Period, or his successor appointed by Declarant, shall automatically cease to be a member of the Architectural Control [Review] Committee upon expiration of the Exclusive Appointment Period; and provided, further, all appointees of Declarant during the Non-Exclusive Appointment Period shall automatically cease to be members of the Architectural Control Committee upon expiration of the Non-Exclusive Appointment Period.

14.7 Failure to Approve or Disapprove Plans and Specifications.

In the event the Architectural Control [Review] Committee, or its representative designated in accordance with Section 12 herein below, fails to either approve or disapprove plans and specifications within thirty (30) days after the same have been received by it, it shall be conclusively presumed the Architectural Control [Review] Committee has approved such plans and specifications.

All improvement work approved by the Architectural Control [Review] Committee shall be diligently completed and constructed in accordance with the approved plans and specifications.

14.8 No Liability.

Neither Declarant, the Association, the Board, the Architectural Control [Review] Committee nor members or designated representatives thereof shall be liable in damages to anyone submitted plans or specifications to them for approval, or to any Owner of property in the development affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or for any defect in any structure constructed from such plans and specifications. Such plans and specifications are not approved for engineering design. Every person who submits plans or specification to the Architectural Control [Review] Committee for approval agrees, by submission of such plans and specifications, and every Owner with the development agrees, that he will not bring any action or suit against Declarant, the Association, the Architectural Control [Review] Committee or any of the members or designated representatives thereof to recover any such damages.

14.9 Notice of Noncompliance or Noncompletion.

Notwithstanding anything to the contrary contained herein, after the expiration of the later of (a) one (1) year from the date of issuance of any required building permit by any municipal or other governmental authority for any improvements or (b) one (1) year from the date of the commencement of construction within the development of any improvements, said improvements shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all provisions of this Article 14, unless actual notice of such noncompliance or noncompletion, executed by the Architectural Control [Review] Committee or its designated representatives, shall appear of record in the office of the County recorder of said County, or unless legal proceedings shall have been instituted to enforce compliance or completion.

14.10 Rules and Regulations.

The Architectural Control [Review] Committee, by vote or written consent of a majority of the members thereof, may from time to time, in its sole discretion, adopt, amend, or repeal reasonable rules and regulations interpreting and implementing the provisions hereof and establishing reasonable architectural standards for the development.

14.11 Variance.

Where circumstances such as topography, location of property lines, location of trees, configuration of Lots, or other matters require, the Architectural Control [Review] Committee, by vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the covenants, conditions or restrictions created in this Declaration under the jurisdiction of such Committee, on such terms and conditions as it shall require; provided, however, that all such

variances shall be in keeping with the general plans for the improvement of the development.

14.12 Appointment and Designation.

The Architectural Control [Review] Committee may from time to time, by majority of the members thereof, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects who shall have full authority to act on behalf of the Architectural Control [Review] Committee in all matters delegated.

14.13 Review of Fee and Address.

All plans and specifications required by Section 1 hereof shall be submitted in writing for approval together with a reasonable processing fee not to exceed One Hundred Dollars (\$100.00). The address of the Architectural Control [Review] Committee is as follows: Post Office Box 43, Buellton, CA 93427, or such other place as may from time to time be designated by Architectural Control [Review] Committee by a written instrument recorded in the office of the County Recorder of said County; and the last instrument so recorded shall be deemed the Architectural Control [Review] Committee's proper address. Such address shall be the place for the submittal of plans and specifications and the place where the current rules and regulations, if any, of the Architectural Control [Review] Committee shall be kept.

14.14 Inspection.

Any member or agent of the Architectural Control [Review] Committee may from time to time at any reasonable hour or hours and upon reasonable notice enter and inspect any property subject to the jurisdiction of said Architectural Control [Review] Committee as to its improvement or maintenance in compliance with the provisions hereof, and no person gaining entry pursuant hereto shall be deemed guilty of trespass by reason thereof.



## EXHIBIT A

### PARCEL ONE:

Parcels 1 through 15, inclusive, of Tract 10546, Unit One, in the county of Santa Barbara, state of California, as per map recorded in book 4, parcel 9 of Parcel Maps, in the office of the County Recorder of said county.

EXCEPTING therefrom the interest in 50% of all oil, gas, gasoline and other hydrocarbon substances by whatever name known in or under said land, as reserved and excepted in the deed from Sadie Johnson Varnum, et al., dated November 3, 1954, and filed November 12, 1954, in the office of the Registrar of Titles as Torrens Document No. 4385 and a duplicate recorded November 12, 1954, as file number 19730 in book 1279, page 563 of Official Records, which provided as follows:

"There is reserved and excepted from the foregoing real property herein designated Parcel 1, Parcel 2 and Parcel 3, to the grantors, their heirs, successors and assigns, an undivided fifty (50%) percent of all oil, gas, gasoline and other hydrocarbon substances by whatever name known in, on or under the same for the period of 20 years from the date hereof, together with right of ingress to and egress from said real property for the purpose of exploring for, removing and producing any or all such substances, unless some or all of such substances are produced in paying quantities on or before the expiration of such 20 year period, in which event such rights so reserved shall remain in and vest in grantors absolutely. In the event that none of such substances be produced in commercial quantities from said real property within such period of 20 years from and after the date hereof, then all rights of grantors under this reservation and exception shall become null and void and of no effect, and shall wholly cease and terminate and grantors, their heirs and assigns shall have no further interest in and to the portion of said real property hereby reserved and excepted or any part thereof, and the full and absolute title in and to the same shall pass to and vest in grantees, their heirs, successors and assigns."

ALSO EXCEPTING therefrom 50% of all oil, gas and other minerals below a depth of 500 feet, as reserved in the deed from Verne C. Bassi, et al., to Fillmore Condit, et ux., recorded January 7, 1965, as instrument number 523 in book 2086, page 842 of Official Records, which deed recites as follows:

"Grantors herein reserve and retain 50% of all oil, gas and other minerals below a depth of 500 feet, without the right of surface entry thereto, which sellers may now own, or later acquire by reversion. All Sellers mineral rights to revert to the Grantees herein in 25 years from the date of recordation hereof."

### PARCEL TWO:

An easement for ingress, egress, private road, public utilities, water and sewer pipe lines and incidental purposes, over, under, upon and through that certain 11.631 acre parcel of land situate in the Rancho San Carlos de Jonata, in the county of Santa Barbara, state of California, as said 11.631 acre parcel is shown on a map of survey filed October 26, 1966, in book 82, pages 21, 22, and 23 of Records of Survey, in the office of the County Recorder of said county.

## EXHIBIT A

PHASE I consists of 15 unimproved lots as described on **Exhibit A**, a total of

approximately 311.072 acres plus the easement area of approximately 13 acres.

SUBSEQUENT PHASES

Any or all of the following unimproved assessor parcels:

PARCEL NUMBER	ACREAGE (approximately)
99-430-161	309.01
99-430-234	180.605
99-430-187	62.280
99-430-195	62.675
99-430-200	20.00
99-430-218	20.00
99-430-226	20.00
99-430-250	2.50
99-430-242	62.386
99-430-179	27.26

**EXHIBIT C**

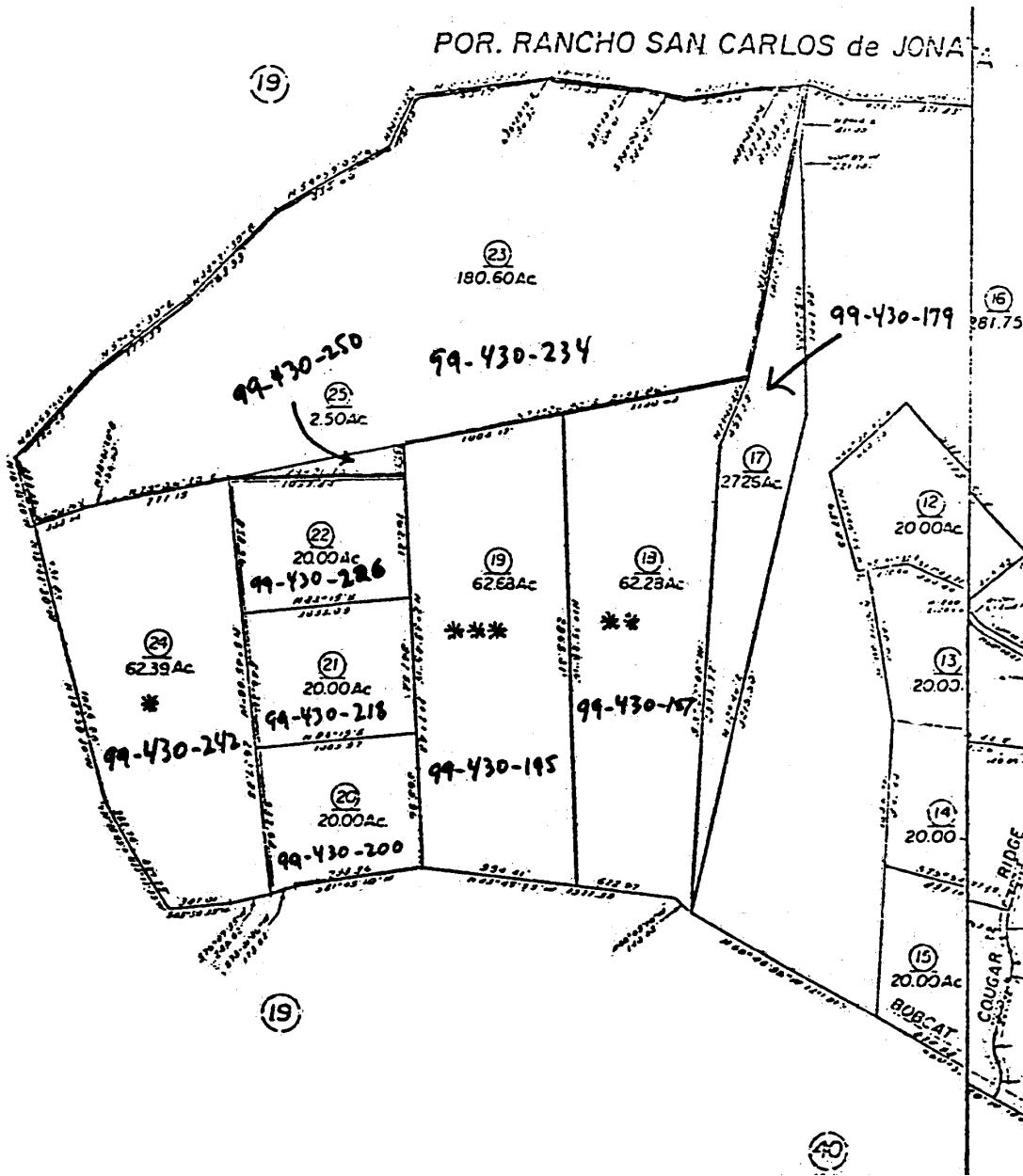
(Declarant shall be under no obligation to annex or cause to be annexed any or all of the following described property):

ASSESOR PARCEL NUMBER

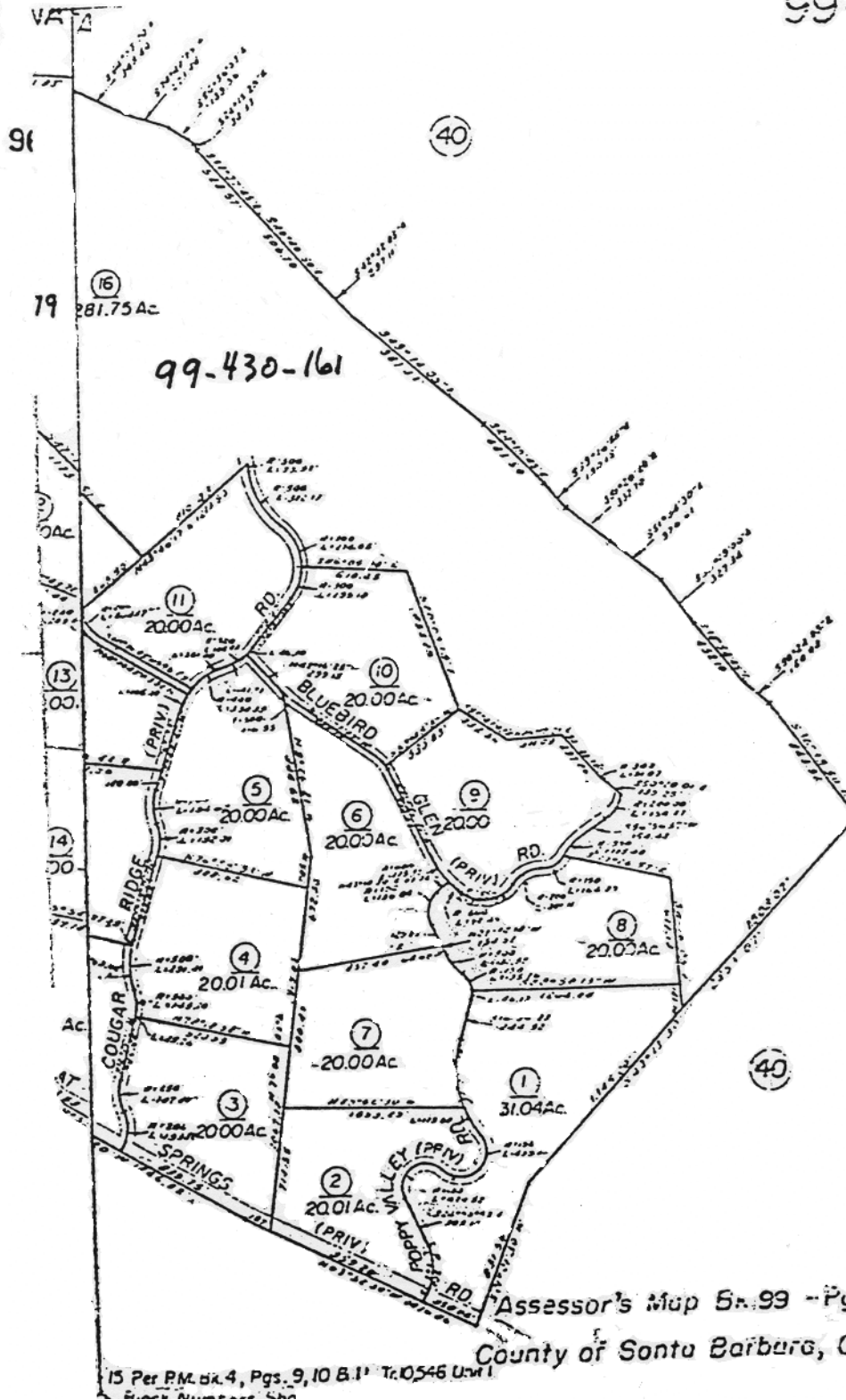
- 99-430-161
- 99-430-179
- 99-430-200
- 99-430-218
- 99-430-226
- 99-430-234
- 99-430-242
- 99-430-250
- 99-430-187
- 99-430-195

and as shown on Map annexed as **Exhibit C-1** annexed hereto and made a part hereof.

EXHIBIT C1 / PART - A



99-43



Assessor's Map 59-99 - Pg 43  
County of Santa Barbara, Calif

G-1

#### **EXHIBIT D**

The Association shall maintain the easement referred to in Parcel Two of Exhibit A.

#### **EXHIBIT E**

Each purchaser and owner of any part of subject property hereby acknowledges, by acceptance of a deed to any portion of said property, that Declarant makes no representations concerning the existence of or availability of water for any purpose to subject property.