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**If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.**

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**SECOND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR WOODSTOCK PROPERTY OWNERS ASSOCIATION**

**WOODSTOCK RANCH, TRACT NUMBER 11560**

July 29, 2022

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**Second Restated Declaration of  
Covenants, Conditions, and Restrictions  
For Woodstock Property Owners Association**

This Second Restated Declaration of Covenants, Conditions, and Restrictions for Woodstock Property Owners Association ("Second Restated Declaration" or "Declaration") is made by Woodstock Property Owners Association, a California non-profit mutual benefit corporation ("Declarant"), on July 29, 2022, with reference to the following Recitals:

**RECITALS**

A. Declarant is the Owners Association ("Association") that governs the real property located within Tract No. 11560 in the County of Santa Barbara ("Property"), as described in the map recorded in Book 90 of Maps, Pages 25 to 34, inclusive, in the Official Records of Santa Barbara County ("Official Records"). The Property is a residential planned development called "Woodstock Ranch."

B. On July 30, 1973, Declarant made the Original Declaration of Covenants, Conditions, and Restrictions of Woodstock Ranch Tract #11560 ("Original Declaration"). On August 15, 1973, the Association caused the Original Declaration to be recorded as Instrument No. 32688, in Book 2477, Pages 224 to 246, of the Official Records.

B. On November 11, 2000, Declarant made the First Restated Declaration of Covenants, Conditions, and Restrictions (CC&Rs) for the Association ("First Restated Declaration"). On November 15, 2000, the Association caused the First Restated Declaration to be recorded as Instrument No. 2000-0070635 in the Official Records. By its terms, the First Restated Declaration superseded and replaced the following documents:

1. The Original Declaration;
2. Amendment 1 to the Original Declaration, executed on March 28, 1974, and recorded on April 1, 1974, as Instrument No. 11147, Book 2508, Pages 1273 to 1278, of the Official Records;
3. Amendment 2 to the Original Declaration, executed on October 7, 1975, and recorded on October 9, 1975, as Instrument No. 35800, Book 2589, Pages 1320 to 1322, of the Official Records;
4. Amendment 3 to the Original Declaration, executed on November 25, 1975, and recorded on November 28, 1975, as Instrument No. 43138, Book 2594, Pages 1583 to 1585, of the Official Records;
5. Amendment 4 to the Original Declaration, executed on October 24, 1981, and recorded on February 19, 1982, as Instrument No. 82-6698 of the Official Records;
6. Amendment 5 to the Original Declaration, executed on August 31, 1989, and recorded on November 30, 1989, as Instrument No. 89-079865 of the Official Records;
7. Amendment 6 to the Original Declaration, executed on March 2, 1990, and recorded on September 4, 1990, as Instrument No. 90-058435 of the Official Records;

8. Supplement to the Original Declaration, executed on January 27, 1995, and recorded on February 17, 1995, as Instrument No. 95-008713 of the Official Records;
9. First Restated Declaration; and
10. First Amendment to First Restated Declaration, dated May 4, 2016 ("First Amendment").

C. Article 16.2 of the First Restated Declaration states that its provisions, other than Article 16.2 itself, "may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying that such amendment has been approved by the vote or written consent of the holders of at least 51% of the voting interest of the Association, and such amendment shall be effective upon recordation with the County Recorder of Santa Barbara." Changes in law and circumstances that have impacted the Property, the Lots, the Owners, and the Association throughout the last two decades have motivated the Board of Directors of the Association to seek the Owners' approval of the Second Restated Declaration.

D. Pursuant to the rules and procedures set forth in the First Restated Declaration, and in compliance with Civil Code § 4270 (a), at least 51% of the voting interest of the Association approved this Second Restated Declaration. Accordingly, the president and secretary of the Association duly certified the approval of the Second Restated Declaration, and caused it to be recorded in the Official Records.

E. Declarant intends that upon recordation of the Second Restated Declaration, the First Restated Declaration and the First Amendment shall be terminated in all respects and shall be of no further force and effect, and that the Second Restated Declaration shall supersede the First Restated Declaration and the First Amendment in all respects. The covenants, conditions, restrictions, easements, liens, and other agreements, rights, obligations, and charges contained in the Second Restated Declaration (collectively, "CC&Rs") shall run with the Property and shall be binding upon all Owners and other parties having or acquiring any right, title, or interest in the Property, and shall inure to the benefit of each Owner and the Association.

F. The Property is an area of considerable natural beauty that is particularly suited for rural residential uses. The Association's primary objective is to maintain an atmosphere that preserves and enhances the rural residential uses, economic value, natural beauty, and sustainability of the Property for the enjoyment and convenience of the Owners and their respective successors in interest. The CC&Rs are intended to secure that objective.

### **DECLARATION**

THEREFORE, the Association declares that the Property shall be owned, held, mortgaged, encumbered, leased, improved, sold, and conveyed subject to this Second Restated Declaration in order to protect the value, attractiveness, desirability, and sustainability of the Property. The Second Restated Declaration shall be binding upon all Owners and their heirs, successors, and assigns having any right, title, or interest in any part of the Property.

## **ARTICLE I: DEFINITIONS**

### **1.1 Accessory Dwelling Unit**

An Accessory Dwelling Unit ("ADU") is an attached or detached residential dwelling unit on a permanent foundation that is located on the same Lot as a Residence that it is accessory to ("Principal Dwelling") and: (1) provides complete independent living facilities for one or more persons, including permanent provisions for cooking, eating, living, sanitation, and sleeping; (2) provides interior access between all habitable rooms; (3) includes an exterior access that is separate from the access to the principal dwelling or accessory structure in which the accessory dwelling unit is located; and (4) is no more than 1200 square feet. An attached ADU is an ADU that shares a common wall with the Principal Dwelling. A detached ADU is an ADU that is detached from the Principal Dwelling and is located on the same Lot as the Principal Dwelling. A Junior Accessory Dwelling Unit ("JADU") is an ADU that is no more than 500 square feet in size and is contained entirely within a Single Family dwelling. A JADU may include separate sanitation facilities or may share sanitation facilities with the existing structures. If there is any material difference between this definition and the definition of ADU contained in the LUDC, as amended, then the definition in the LUDC shall control. If the LUDC does not contain a definition of ADU and/or JADU, then the definition(s) provided by the State of California shall control. Pursuant to Civil Code § 4751 (b), the Association may impose restrictions on ADUs and JADUs that do not unreasonably increase the cost to construct, effectively prohibit the construction of, or extinguish the ability to otherwise construct an ADU or JADU consistent with the provisions of the Government Code.

### **1.2 Architectural Committee**

The Architectural Committee is the committee created pursuant to Article V of this Declaration to administer the review, assessment, and approval or disapproval of any Improvement(s) proposed for the Lots or the Property.

### **1.3 Architectural Rules and Guidelines**

The Architectural Rules and Guidelines, one of the Governing Documents, comprise the rules and guidelines adopted by the Board that provide standards for the Architectural Committee to apply to its review and assessment of any Improvement(s) proposed by an Owner for the Lots or the Property, as amended.

### **1.4 Articles of Incorporation**

The Articles of Incorporation ("Articles"), one of the Governing Documents, is the Articles of Incorporation of the Woodstock Property Owners Association, which has been filed in the Office of the California Secretary of State, as amended.

### **1.5 Assessment**

An Assessment is any Regular Assessment, Special Assessment, Special Individual Assessment, or Water Charge Assessment made or assessed by the Association against an Owner and his, her, or its Lot in accordance with the provisions of Article IV of this Declaration.



**1.6 Association**

The Association is the Woodstock Property Owners Association, a California nonprofit corporation (formed pursuant to the Nonprofit Mutual Benefit Corporation Law of the State of California), and its successors and assigns. The Association is an association as defined in Civil Code §4080.

**1.7 Association Rules**

The Association Rules, one of the Governing Documents, are the rules, regulations, and policies adopted by the Board pursuant to Article III of this Declaration, as amended.

**1.8 Board**

The Board is the Board of Directors of the Association, the governing body of the Association.

**1.9 Bylaws**

The Bylaws, one of the Governing Documents, is the bylaws of the Association, as amended.

**1.10 CC&Rs**

The CC&Rs are the covenants, conditions, restrictions, easements, and other agreements, rights, obligations, and charges set forth in this Second Restated Declaration.

**1.11 Civil Code**

The Civil Code is the civil code of the state of California or comparable superseding statutes, as amended, which incorporates the Davis-Stirling Common Interest Development Act (Civil Code sections 4000-6150). If there is any conflict between the provisions of this Declaration and the Civil Code, then the provisions of the Civil Code shall control.

**1.12 Common Area**

The Common Area is the Property, exclusive of the Lots, which includes, but is not limited to: (a) easements for roads, pedestrian and equestrian trails, and other uses that are owned by the Association for the common use and enjoyment of the Owners, as defined in Civil Code §4095, and (b) Restricted Access Common Area, as defined in this Declaration, which includes the Water System Property and any easements owned by the Association that contain or support the Water System Facilities.

**1.13 Common Expense**

A Common Expense is any use of common funds authorized by Article IV of this Declaration and includes, without limitation: (a) all expenses or charges incurred by or on behalf of the Association for the management, maintenance, administration, insurance, operation, repairs, additions, alterations, or reconstruction of the Common Areas and the Water System Facilities, (b) all expenses or charges reasonably incurred to procure insurance for the protection of the Association and the Board, and (c) all charges incurred and reserves created to defray the costs and expenses incurred by the Association in the performance of its functions or in the proper discharge of the responsibilities of the Board as provided in the Governing Documents.

**1.14 County**

The County is the County of Santa Barbara, State of California, and its various departments, divisions, employees, and representatives.

**1.15 Declarant**

The Declarant is the Woodstock Property Owners Association.

**1.16 Declaration**

The Declaration, one of the Governing Documents, is this Second Restated Declaration.

**1.17 Governing Documents**

Governing Documents are the Governing Documents of the Association, and include: 1) this Second Restated Declaration; 2) Articles of Incorporation; 3) Bylaws; 4) Architectural Rules and Guidelines; and 5) Association Rules, as amended.

**1.18 Homestay**

A Homestay is a short term rental in which the owner or long-term tenant of the property lives in a legal dwelling on the same lot at the same time as the transient occupant(s). If there is any material difference between this definition and the definition of "homestay" contained in the LUDC, as amended, then the definition in the LUDC shall control.

**1.19 Improvement(s)**

Improvement(s) include, without limitation, the construction, installation, alteration, or remodeling of any antennas, arenas, buildings, communication equipment, corrals, decks, driveways, fences, hedges, landscape structures, major landscaping, outside poles, parking areas, retaining walls, roads, screening walls, skylights, solar equipment, spas, stairs, swimming pools, tennis courts, towers, utility lines, walls, windbreaks, or any structure of any kind. In no event shall the term "Improvement(s)" be interpreted to include projects that are restricted to the interior of any Residence or structure.

**1.20 Land Use Development Code**

Land Use Development Code ("LUDC") is the body of ordinances, rules, and regulations adopted by the County that governs the use of land within the County, as amended.

**1.21 Lot**

A Lot is any plot of approximately 20 acres of land shown upon the recorded map of the Property. With the exception of Lots #62 and #63, Lots on the Property range in size from approximately 18.5 acres to 21.5 acres. For the purpose of this Declaration, all Lots, with the exception of Lots #62 and #63, are considered as 20-acre Lots. Lots #62 and #63 are approximately 40 acres each and for purposes of voting, are counted as two Lots each. The 20-acre Lots are numbered #1-61, 64-108, 109a, 109b, 110-113, 114a, 114b, 115 and 116. The Property consists of 116 20-acre lots and two 40-acre lots, for a total of 120 Lots.

When appropriate, within the context of this Declaration, the term "Lot" shall also include the Residence and other Improvements constructed on a Lot.

**1.22 Owner**

An Owner is any person or legal entity that owns a fee simple interest of record in any Lot. The term "Owner" shall include, except where the context otherwise requires, the family, guests, Tenants, workers, employees, licensees, and invitees of an Owner.

**1.23 Principal Dwelling**

The Principal Dwelling is the primary residence on any lot.

**1.24 Principal Office of the Association**

The Principal Office of the Association is the office of the third party accountants/bookkeepers employed by the Association to keep its books and records.

**1.25 Property**

The Property is the real property that is contained in Tract No. 11560, described in the map recorded at Book 90 of Maps, Pages 25 to 34 in the Official Records, is commonly known as "Woodstock Ranch," and includes all Lots. The Property is a "Planned Development" as defined in Civil Code §4175 and a "Common Interest Development" as defined in Civil Code §4100.

**1.26 Regular Assessment**

A Regular Assessment is an Assessment levied on an Owner and his, her, or its Lot in accordance with Article IV of this Declaration.

**1.27 Residence**

A Residence is a private, Single Family dwelling on a Lot, and includes any garage, structure, and related Improvements constructed on a Lot, for use and occupancy as part of a Single Family dwelling.

**1.28 Restricted Access Common Area**

Restricted Access Common Area means those parts of the Common Area that include the Water System Property and accommodate the Water System Facilities which, for the safety of the Owners and the security of the Water System Facilities, may be accessed solely by: (a) members of the Board, and (b) those individuals whom the Board has authorized to access the Restricted Common Area to operate, inspect, and maintain the Water System Property and/or the Water System Facilities.

**1.29 Short-Term Rental**

Short-Term Rental is the rental, use, or occupation, in exchange for money or other consideration, of any structure on a Lot, including a Homestay, for overnight lodging or any other purpose, in whole or in part, with or without the presence onsite of the owner or representative of the owner, for 30 consecutive days or fewer. If there is any material difference between this definition and the definition of Short-Term Rental contained in the LUDC, as amended, then the definition in the LUDC shall control.

**1.30 Single Family**

A Single Family is: (a) one or more individuals who are related to each other by blood, marriage, or adoption, or (b) a group of natural individuals not all so related, but who live in a common household.

**1.31 Single Family Residential Use**

Single Family Residential Use is the occupation or use of a Residence for Single Family dwelling purposes in conformity with this Declaration and the requirements imposed by the LUDC, applicable zoning, or other applicable laws or governmental regulations limiting the number of persons who may occupy Single Family residential dwellings.

**1.32 Special Assessment**

A Special Assessment is an Assessment levied on all Owners and their respective Lots in accordance with Article IV of this Declaration.

**1.33 Special Individual Assessment**

A Special Individual Assessment is an Assessment levied against any individual Owner and his, her, or its Lot in accordance with Article IV of this Declaration.

**1.34 Tenant**

A Tenant is any individual or entity that is not the legal Owner of the Lot, is not part of a Single Family with the Owner of the Lot, and uses or occupies any portion of the Lot or Improvements, for any time period, in exchange for rent or other compensation.

**1.35 Voting Interest in the Association**

The Voting Interest in the Association is a number equal to the total number of Lots in the Property. The Voting Interest In the Association equals 120. Woodstock Ranch consists of 116 20-acre lots and two 40-acre lots. A "simple majority of the Voting Interest In the Association" is 61 votes (120 x 50% + 1). The Board may conduct voting of the Owners by first class mail or by any other method deemed reliable by the Board.

**1.36 Water Charge Assessment**

A Water Charge Assessment is an Assessment levied on an Owner and his, her, or its Lot in accordance with Article IV of this Declaration.

**1.37 Water System Facilities**

The Water System Facilities are the water wells, pumps, pipes, cisterns, reservoirs, utilities, enclosures, and all related equipment located or to be located within or adjacent to Restricted Access Common Area and other Real Property either owned or leased by the Association for the purpose of supplying and delivering water.

**1.38 Water System Property**

The Water System Property includes:

- a) Real Property. Real property which includes, but is not limited to, easements for: (i) reservoir sites and access roads; (ii) well sites; (iii) alternate drilling sites; (iv) pipe lines; and (v) cisterns.
- b) Water System Facilities. As defined in section 1.37 above.
- c) Additions. Any additional property or Water System Facilities acquired by the Association for water system uses after the recordation of this document.

## **ARTICLE II: PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS**

### **2.1 Owners' Nonexclusive Easements for Use and Enjoyment**

Every Owner shall have a nonexclusive easement for use and enjoyment in and to the Common Areas within the Property, with the exception of the Restricted Access Common Area, including ingress and egress to and from his, her, or its Lot, which shall be appurtenant to, and shall pass with, the title to every Lot.

### **2.2 Right to Receive Water**

Every Owner shall have the right to receive water from the Water System, which right shall be appurtenant to, and shall pass with, the title to every Lot. In the event of any dispute as to the amount of water to be received by any Lot from the Water System, the dispute shall be referred to and finally decided by the Board, subject to the Association's right to shut off water service on delinquent accounts, pursuant to the Association Rules.

### **2.3 Persons Subject to the Governing Documents**

All present and future Owners, and all Tenants and occupants of any Lots, shall be subject to, and shall comply with, each and every provision of the Governing Documents. The acceptance of a deed to any Lot, the entering into a lease, sublease, or contract of sale with respect to any Lot, or the occupancy of any Residence shall constitute the consent and agreement of such Owner, Tenant, or occupant that each and every provision of this Declaration shall be binding upon that person, and that person shall observe and comply with the Governing Documents.

### **2.4 Leasing of Lots**

- a) Leasing. An entire property (Lot and Improvements) may be rented or leased, but no portion thereof shall be rented, leased, or subleased.
- b) Leasing of ADUs or JADUs. Notwithstanding section 2.4 a) above, this Declaration shall not prohibit, have the effect of prohibiting, or unreasonably restrict the rental or leasing of any ADU or JADU.
- c) Prohibition Against Short-Term Rentals and Homestays. Notwithstanding section 2.4 b) above, no Owner shall cause, authorize, or otherwise permit any Short Term Rental or Homestay on his, her, or its Lot, including within any ADU or JADU.

### **2.5 Obligations of Owners**

Owners of any Lots within the Property shall be subject to the following:

- a) Payment of Assessments and Compliance With Rules. Each Owner shall pay when due each Regular Assessment, Special Assessment, Special Individual Assessment, and Water Charge Assessment levied against the Owner and shall observe, comply with, and abide by any and all rules and regulations set forth in any of the Governing Documents.
- b) Discharge of Assessment Liens. Each Owner shall promptly pay any Assessment lien that may hereafter become a charge against his, her, or its Lot.

- c) Prohibition on Avoidance of Obligations. No Owner, by non-use of the Common Areas or Water System Facilities, by abandonment of the Owner's Lot, or otherwise may avoid the burdens and obligations imposed on such Owner by the Governing Documents.
- d) Notification Regarding Governing Documents.
- (i) In compliance with Civil Code §4525, as soon as practicable before transfer of title or the execution of a real property sales contract with respect to any Lot, the Owner or Owner's agent must give the prospective purchaser:
- (1) a current copy of the Governing Documents;
  - (2) the Association's most current financial statement;
  - (3) a true statement in writing from the Association ("Delinquency Statement") as to the amount of any delinquent Assessments, together with information relating to late charges, attorneys' fees, interest, and reasonable costs of collection which, as of the date the statement is issued, are or may become a lien on the Lot being sold;
  - (4) a true statement in writing from an authorized representative of the Association as to the amount of the Association's current Regular Assessments, Water Assessments, and Special Assessments (if any); and
  - (5) a notice of any change in the Association's current Regular, Water, or Special Assessments and fees that have been approved by the Board, but that have not become due and payable as of the date that the information is provided (collectively, the "Notification Documents").
- (ii) The Association shall, within 10 working days of the mailing or delivery of a request for the information described in subparagraph (i), above, provide the Owner or Owner's agent with a copy of the Notification Documents. The Association shall be entitled to impose a fee for providing this information equal to (but not more than) the reasonable cost of preparing and reproducing the Notification Documents. In addition, the Association may impose a reasonable fee to cover its actual costs incurred to change its records in connection with a change of ownership of any Lot.
- e) Termination of Obligations. Upon the conveyance, sale, assignment, or other transfer of a Lot to a new Owner, the transferor-Owner shall not be liable for any Assessments levied with respect to such Lot which become due after the date of recording of the deed evidencing the transfer and, upon such recording, all Association membership rights/ Ownership rights possessed by the transferor-Owner by virtue of the ownership of the Lot shall cease.

- f) Owner's Duty to Notify Association of Tenants and Contract Purchasers. Each Owner shall notify in writing the secretary of the Association or the Principal Office of the Association of the names and address(es) of any contract purchaser or Tenant of the Owner's Lot.
- g) Contract Purchasers. A contract seller of a Lot must transfer in writing to his, her, or its contract purchaser (with a copy to the Association) his, her, or its voting rights as an Owner in the Association and the right to use the Common Area and Water System Facilities. Notwithstanding the foregoing, the contract seller shall remain liable for any default in the payment of Assessments by the contract purchaser until title to the Lot sold has been transferred to the purchaser.
- h) Joint Ownership of Lots. In the event of joint ownership of any Lot, the obligations and liabilities of the multiple Owners under the Governing Documents shall be joint and several.
- i) Emergency Phone Numbers. Each Owner shall provide the secretary of the Association or the Principal Office of the Association with a current phone number for the Owner or the Owner's representative for use by the Association in emergencies.

#### **2.6 Recoverable Costs and Expenses**

Reasonable costs incurred by the Association to enforce the provisions of this Article may, upon determination by the Board pursuant to this Declaration, become a Special Individual Assessment against the Owner.

## **ARTICLE III: OWNERS ASSOCIATION**

### **3.1 Association Membership**

Each Owner of a Lot shall hold one membership in the Association for each Lot owned and the membership shall be appurtenant to such Lot. Persons or entities are not considered Owners until such time as they acquire record title to the Lot. Ownership of record of a Lot shall be the sole qualification for membership in the Association. Persons or entities who hold an interest in a Lot merely as security for performance of an obligation are not members.

### **3.2 One Class of Membership**

The Association shall have one class of membership and the rights, duties, obligations, and privileges of the members shall be as set forth in the Governing Documents.

### **3.3 Voting Rights of Owners**

An Owner shall have one vote per Lot, except that the Owners of Lots #62 and #63 shall have two votes per Lot. In the event that joint Owners of any Lot are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a Lot, then it shall be presumed that such Owner was acting with the authority and consent of all other Owners..

### **3.4 Assessments**

The Association shall have the power to establish, fix, and levy Assessments against the Owners and their Lots and to enforce payment of such Assessments. Any Assessments levied by the Association shall be levied in accordance with and pursuant to the provisions of this Declaration and Civil Codes sections 5600-5735.

### **3.5 Powers and Authority of the Association**

The Association, acting through its Board, shall have the power to maintain the Common Areas and Water System Facilities and discharge the other duties and responsibilities imposed on the Association by the Governing Documents. In the discharge of those responsibilities and duties, the Association shall have all of the powers of a nonprofit mutual benefit corporation organized under the laws of the State of California in the ownership and management of the Property and the discharge of its responsibilities for the benefit of its Owners, subject only to such limitations upon the exercise of those powers as are expressly set forth in the Governing Documents and the Civil Code. The Association and its Board shall have the power to do any and all lawful things which may be authorized, required, or permitted to be done under and by virtue of the Governing Documents, 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 for the peace, health, comfort, safety, or general welfare of the Owners.

### **3.6 Association Rules**

- a) Rulemaking Power. The Board may, subject to the provisions of this Declaration, propose adoption of Association Rules. Before any such rule becomes effective, it must be approved by a simple majority of the Voting Interest in the Association.



- b) Notice of Proposed Rule Change. Each time a change is approved by a vote of the Owners, a copy of the revised Association Rules shall be mailed or otherwise delivered to each Owner. A copy shall also be available and open for inspection during normal business hours at the Principal Office of the Association.
- c) Conflict. No Association Rule may amend, supersede, or modify this Declaration. In the event of a conflict, this Declaration shall prevail.

### **3.7 Breach of Rules or Restrictions**

Any breach of any provision of the Governing Documents shall give rise to the rights and remedies set forth in Article XI, Breach and Default, of this Declaration.

### **3.8 Limitation on Liability of Association's Directors and Officers**

- a) Claims Regarding Breach of Duty. No Board member or committee member of the Association (collectively and individually referred to as the "Released Party") shall be personally liable to any of the Association's Owners, or to any other person, for any error or omission in the discharge of their duties and responsibilities or for their failure to provide any service required under any of the Governing Documents, provided that such Released Party has, upon the basis of such information as may be possessed by the Released Party, acted in good faith, in a manner that such person believes to be in the best interests of the Association and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Without limiting the generality of the foregoing, this standard of care and limitation of liability shall extend to such matters as the establishment of the Association's annual financial budget, the funding of the Association's capital replacement and reserve accounts, repair and maintenance of Common Areas and Water System Facilities, and enforcement of the Governing Documents.

- b) Other Claims Involving Tortious Acts and Property Damage. The provisions of this subparagraph (b) are intended to reflect the protections accorded to volunteer Board and committee members of community associations under Civil Code §5800. No person who suffers bodily injury (including, without limitation, emotional distress, or wrongful death) as a result of the tortious act or omission of a volunteer Board member or volunteer committee member shall recover damages from such Board member or committee member if all of the following conditions are satisfied:
  - (i) The act or omission was performed within the scope of the volunteer Board or committee member's Association duties;
  - (ii) The act or omission was performed in good faith;
  - (iii) The act or omission was not willful, wanton, or grossly negligent;
  - (iv) The Association maintained and had in effect at the time the act or omission occurred or at the time a claim was made one or more policies of insurance that include coverage for general liability of the Association

and individual liability of the officers and directors of the Association for negligent acts or omissions in their official capacities, with minimum coverage for both types of insurance being not less than \$1,000,000 (as called for by Civil Code §5800).

The payment of actual expenses incurred by a Board or committee member in the execution of that person's Association duties shall not affect that person's status as a volunteer Board or committee member for the purposes of this section.

## **ARTICLE IV: ASSESSMENTS**

### **4.1 Assessments Generally**

- a) Covenant to Pay Assessments. Each Owner, by acceptance of a deed or other conveyance (whether or not it shall be so expressed in such deed or conveyance), promises and agrees to pay to the Association:
- (i) Regular Assessments;
  - (ii) Special Assessments;
  - (iii) Special Individual Assessments; and
  - (iv) Water Charge Assessments.

Each such Assessment shall be established and collected as hereinafter provided. If there is any inconsistency or conflict between the provisions of this Article IV and the provisions of Civil Code sections 5600-5735, then the provisions of the Civil Code shall control.

- b) Extent of Owner's Personal Obligation for Assessments. All Assessments, together with late charges, interest, and reasonable costs (including reasonable attorneys' fees) for the collection thereof, shall be a debt and a personal obligation of the Owner of the Lot at the time the Assessment was levied. Each Owner who acquires title to a Lot (whether at judicial sale, trustee's sale, or otherwise) shall be personally liable only for Assessments attributable to the Lot purchased which become due and payable after the date of the sale, and shall not be personally liable for delinquent Assessments of prior Owners unless the new Owner expressly assumes the personal liability. Any unpaid Assessment of a previous Owner shall remain the debt of such previous Owner against whom it was assessed.
- c) Creation of Assessment Lien. All Assessments, together with late charges, interest, and reasonable costs (including reasonable attorneys' fees) for the collection thereof, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which the Assessment is made. Any lien for unpaid Assessments created pursuant to the provisions of this Article shall be subject to foreclosure as provided in Article IV, section 4.9.
- d) No Avoidance of Assessment Obligations. No Owner may exempt himself, herself, or itself from personal liability for Assessments duly levied by the Association, nor release the Lot or other property owned by him or her from the liens and charges hereof, by attempted waiver of the use and enjoyment of the Common Areas, Water System Facilities, or by abandonment or non-use of all or any portion of the Lot.

### **4.2 Regular Assessments**

- a) Preparation of Annual Budget. Not fewer than 45 days nor more than 60 days prior to the beginning of the Association's fiscal year, the Board shall estimate the total amount required to fund the Association's anticipated Common Expenses for the next succeeding fiscal year (including additions to any

reserve fund established to defray the costs of future repairs, replacement, or additions to the Common Areas and the Water System Facilities) by preparing and distributing to all Owners, in accordance with Article XII, a budget containing those items. If the Board fails to distribute the budget for any fiscal year within the time period provided for in this section, then the Board shall not be permitted to increase Regular Assessments for that fiscal year unless the Board first obtains the approval of a simple majority of the Voting Interest In the Association.

- b) Establishment of Regular Assessment. The total annual expenses estimated in the Association's budget called for in subparagraph (a), above, shall become the aggregate Regular Assessment for the next succeeding fiscal year. Except as provided in subparagraph (c), below, the Board may not impose a Regular Assessment that is more than or less than 5% different than the Regular Assessment for the Association's immediately preceding fiscal year without the approval of a simple majority of the Voting Interest In the Association.
- c) Assessments to Address Emergency Situations. In accordance with Civil Code §5610 the requirement of an Owner vote to approve Regular Assessment increases in excess of 5% of the previous year's Regular Assessment shall not apply to assessment increases necessary to address emergency situations. For purposes of this subparagraph (c), an emergency situation is any of the following:
  - (i) An extraordinary expense required by an order of a court.
  - (ii) An extraordinary expense necessary to repair or maintain the Common Areas, Water System Facilities, or any portion of the separate interests which the Association is obligated to maintain due to the discovery of a threat to security or personal safety.
  - (iii) An extraordinary expense necessary to repair or maintain the Common Areas, Water System Facilities, or any portion of the separate interests which the Association is obligated to maintain that could not have been reasonably foreseen by the Board in preparing and distributing the budget pursuant to subparagraph a), above. Prior to the imposition or collection of an assessment under this subparagraph (iii), the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not and could not have been reasonably foreseen in the budgeting process. The Board's resolution shall be distributed to the Owners together with the notice of assessment.
- d) Allocation of Regular Assessment. The total estimated Common Expenses, determined in accordance with subparagraph a), above, shall be allocated among, assessed against, and charged to each Owner according to the ratio of the number of Lots within the Property owned by the assessed Owner to the total number of Lots subject to Assessments so that each Lot bears an equal share of the total Regular Assessment.

- e) Assessment Roll. That portion of the estimated Common Expenses assessed against and charged to each Owner shall be set forth and recorded in an assessment roll which shall be maintained and available at the Principal Office of the Association and shall be open for inspection at all reasonable times by each Owner or his, her, or its authorized representative for any purpose reasonably related to the Owner's interest as a property Owner. The assessment roll (which may be maintained in the form of a computer printout) shall show for each Lot the name and address of the Owner of Record, all Regular Assessments, Water Charge Assessments, Special Assessments, and Special Individual Assessments levied against each Owner and the amount of such Assessments which have been paid or remain unpaid. The delinquency statement shall be conclusive upon the Association and the Owner of the Lot as to the amount of the indebtedness appearing on the Association's assessment roll as of the date of such statement, in favor of all persons who rely thereon in good faith.
- f) Installment Payment of Regular Assessments. The Regular Assessment levied against each Owner shall be due and payable to the Association in installments on any date or dates as may be established from time to time by the Board. Installments of Regular Assessments shall be delinquent if not paid within 30 days of the date due.

#### 4.3 Special Assessments

- a) Purposes for Which Special Assessments May Be Levied. A Special Assessment may be levied for the following purposes when recommended by the Board and approved by a simple majority of the Voting Interest in the Association:
  - (i) Regular Assessment Insufficient in Amount. Special Assessments may be proposed, applicable to the remainder of such year only, for the purpose of defraying, in whole or in part, any deficit which the Association may incur in the performance of its duties and the discharge of its obligations if, at any time, the Regular Assessment for any fiscal year is insufficient in amount due to extraordinary expenses not contemplated in the budget prepared for said fiscal year.
  - (ii) Capital Improvements. Special Assessments may be proposed for additional capital improvements within the Common Areas or for the Water System Facilities (i.e., improvements not in existence on the date of this Declaration that are unrelated to repairs for damage to, or destruction of, the existing Common Areas or Water System Facilities). The Special Assessment power conferred hereunder is not intended to diminish the Board's obligation to plan and budget for normal maintenance, replacement repair of the Common Areas and Water System Facilities through Regular Assessments (including the funding of reasonable reserves), and maintain adequate insurance on the Common Areas and Water System Facilities.

- (iii) Other Circumstances. Special Assessments may be proposed when the assessment is necessary to promote and protect the interest of the Association.
- b) Allocation and Payment of Special Assessments. When recommended by the Board and approved by the Owners as provided above, the Special Assessment shall be divided among, assessed against, and charged to each Owner and Lot in the same manner prescribed for the allocation of Regular Assessments pursuant to this Article. The Special Assessment shall be recorded on the Association's assessment roll and notice thereof shall be mailed to each Owner.

Special Assessments, as provided above, shall be due as a separate debt of the Owner, and shall be payable to the Association within such period(s) as the Board shall determine to be appropriate under the circumstances giving rise to the Special Assessment.

#### **4.4 Special Individual Assessments**

- a) Circumstances Giving Rise to Special Individual Assessments. The Board may impose Special Individual Assessments against an Owner in any of the circumstances described in subparagraphs (i) and (ii), below, provided that no Special Individual Assessments may be imposed against an Owner pursuant to this Section 4.4 until the Owner has been afforded the notice and hearing to which the Owner is entitled, and, if appropriate, has been given a reasonable opportunity to comply voluntarily with the Governing Documents. Subject to the foregoing, the facts and circumstances giving rise to liability for Special Individual Assessments include the following:
  - (i) Damage to Common Areas or Water System Facilities. In the event that any damage to, or destruction of, any portion of the Common Areas or Water System Facilities, is caused by the willful misconduct or negligent act or omission of any Owner, the Board shall cause the same to be repaired or replaced, and all costs and expenses incurred in connection therewith shall be assessed and charged solely to and against the Owner as a Special Individual Assessment.
  - (ii) Expenses Incurred in Gaining Owner Compliance. In the event that the Association incurs any costs or expenses to accomplish compliance with any provision of the Governing Documents, the amount incurred by the Association (including, but not limited to, reasonable fines and penalties duly imposed hereunder, title company fees, accounting fees, court costs, and reasonable attorneys' fees) shall be assessed and charged solely to and against such Owner as a Special Individual Assessment.
- b) Levy of Special Individual Assessment and Payment. Once a Special Individual Assessment has been levied against an Owner for any reason described, and subject to the conditions imposed in this Section 4.4, the Special Individual Assessment shall be recorded on the Association's assessment roll, notice thereof shall be mailed to the affected Owner, and the

Special Individual Assessment shall thereafter be due as a separate debt of the Owner payable in full to the Association within 30 days after the mailing of notice of the Assessment or such other time as the Board may establish.

- c) Limitation on Right to Lien Lots for Special Individual Assessments. With the exception of Special Individual Assessments imposed by the Board to recover reasonable late payment penalties for delinquent Assessments and/or charges to reimburse the Association for its reasonable costs (including attorneys' fees) of collecting delinquent Assessments, Special Individual Assessments shall not be recoverable through the imposition of a lien against the Owner's Lot enforceable through foreclosure, but the same may be recovered by the Association through other legal processes.

#### 4.5 Water Charge Assessments

- a) Water Rates. The Association shall have the right to assess reasonable charges for water usage. Not fewer than 45 days nor more than 60 days prior to the beginning of the Association's fiscal year, the Board shall fix and mail to each Owner, in accordance with Article XIII, the water rates, which shall be reasonably calculated to cover costs and expenses of the Association throughout the succeeding year, including a reasonable allowance for contingencies and reserves. The Association may use marginal cost pricing and take into consideration allocation of fixed costs caused by the demands of large water users and the need for conservation in setting rates.
- b) Failure to Make Estimate. If, for any reason, the Board fails to set the water rates for any fiscal year, then the water rates made for the preceding fiscal year shall be assessed for water usage against each Owner.
- c) Use of Water Charges. The water charges shall be used for electrical costs, telemetry costs, labor costs, maintenance, repair, preservation, improvement, reserves for depreciation and replacement of the Water System Property and Water System Facilities, and for conservation of water.
- d) Accumulation of Water Charges. The Board shall have the right to accumulate water charges in an Association reserve fund to cover future costs of items identified in subparagraph c), above.
- e) Payment of Water Charge Assessments. The Water Charge Assessment levied against each Owner shall be due and payable to the Association on such date or dates as may be established from time to time by the Board. Water Charge Assessments shall be delinquent if not paid within 30 days of the date due.

#### 4.6 Purpose and Reasonableness of Assessments

Each Assessment made in accordance with the provisions of this Declaration is hereby declared and agreed to be for use exclusively:

- a) to promote the recreation, health, safety and welfare of individuals residing within the Property;
- b) to promote the enjoyment and use of the Property by the Owners;

- c) to provide for the management, repair, maintenance, replacement, and protection of the Common Areas and Water System Facilities.

Each and every Assessment levied hereunder is further declared and agreed to be a reasonable Assessment, and to constitute a separate, distinct, and personal obligation (with respect to which a separate lien may be created hereby) of the Owner of the Lot against which the Assessment is imposed that shall be binding on the Owner's heirs, successors, and assigns, provided that the personal obligation of each Owner for delinquent Assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

#### **4.7 Maintenance of Assessment Funds**

- a) Financial Records. The financial records of the Association shall be kept in accordance with generally accepted accounting principles and as governed by Civil Code §5305. A firm having one or more Certified Public Accountants on its staff shall keep the financial records. Upon reasonable notice, the financial records will be available to any Owner at usual business hours at the Principal Office of the Association.
- b) Deposit of Funds. The funds of the Association shall be deposited into accounts or instruments insured by the United States government.

#### **4.8 Collection of Assessments and Enforcement of Liens.**

- a) Delinquent Assessments. If any installment payment of a Regular Assessment, Water Charge Assessment, lump sum or installment payment of any Special Assessment, or Special Individual Assessment assessed to any Owner is not paid within 15 days after the same becomes delinquent, the amount thereof may, at the Board's election, bear interest at the maximum rate allowed by law, but not to exceed 10% per annum simple interest, beginning 30 days after the due date until the same is paid. In addition to the accrual of interest, the Board is authorized and empowered to promulgate a schedule of reasonable late charges for any delinquent Assessments, but not to exceed 10% of the delinquent Assessments or ten dollars (\$10), whichever is greater, subject to the limitations imposed by Civil Code §5650.
- b) Effect of Nonpayment of Assessments.
  - (i) Creation and Imposition of a Lien for Delinquent Assessments. As more particularly provided in Civil Code §5675, the amount of any delinquent Regular, Water, Special, or qualifying Special Individual Assessment, together with any late charges, interest, and costs (including reasonable attorneys' fees) attributable thereto or incurred in the collection thereof, shall become a lien upon the Lot of the Owner, so assessed only when the Association causes to be recorded in the Office of the County Recorder of Santa Barbara County, a Notice of Delinquent Assessment executed by an authorized representative of the Association, setting forth:
    - (1) the amount of the delinquent Assessment(s) and other sums duly imposed pursuant to this Article IV and Civil Code §5650;



- (2) the legal description of the Owner's Lot against which the Assessments and other sums are levied;
- (3) the name of the Owner of Record of such Lot;
- (4) the name and address of the Association; and
- (5) the name and address of the trustee authorized by the Association to enforce the lien by sale.

Upon payment in full of the sums specified in the Notice of Delinquent Assessment, the Association shall cause to be recorded a further notice stating the satisfaction and release of the lien thereof. The Association's right to impose a lien for Special Individual Assessments shall be subject to the limitations imposed by this Article IV, Section 4.4(c).

- (ii) Remedies Available to the Association to Collect Assessments. The Association may initiate a legal action against the Owner personally obligated to pay the delinquent Assessment, or foreclose its lien against the Owner's Lot, or accept a deed in lieu of foreclosure. Foreclosure by the Association of its lien may be by judicial foreclosure or by non-judicial foreclosure by the trustee designated in the Notice of Delinquent Assessment or by a trustee substituted pursuant to Civil Code §2934(a). Any sale of a Lot by a trustee acting pursuant to this section shall be conducted in accordance with Civil Code §2924, 2924(b), and 2924(c) applicable to the exercise of powers of sale in mortgages or deeds of trust.
- (iii) Procedural Prerequisites to Initiating a Foreclosure on an Owner's Separate Interest. Pursuant to Civil Code section 5705, prior to initiating a foreclosure on an Owner's separate interest, the Association shall offer the Owner and, if so requested by the Owner, participate in dispute resolution pursuant to the Association's "meet and confer" program, as required by the Civil Code. The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the Owner, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

The decision to initiate foreclosure of a lien for delinquent assessments that has been validly recorded shall be made only by the Board and may not be delegated to an agent of the Association. The Board shall approve the decision by a majority of the directors in an executive session. The Board shall record the vote in the minutes of the next meeting of the Board open to all members. The Board shall maintain the confidentiality of the Owner or Owners of the separate interest by identifying the matter in the minutes by the parcel number of the property, rather than the name of the Owner or Owners. A Board vote to approve foreclosure of a lien shall take place at least 30 days prior to any public sale.

The Board shall provide notice by personal service, in accordance with

the manner of service of summons in the California Code of Civil Procedure sections 415.10 *et. seq.*, to an Owner of a separate interest who occupies the separate interest or to the Owner's legal representative, if the Board votes to foreclose upon the separate interest.

The Board shall provide written notice to an Owner of a separate interest who does not occupy the separate interest by first-class mail, postage prepaid, at the most current address shown on the books of the Association. In the absence of written notification by the owner to the Association, the address of the Owner's separate interest may be treated as the Owner's mailing address.

(iv) Non-judicial Foreclosure.

- (1) Pursuant to Civil Code § 5715, a non-judicial foreclosure by the Association to collect upon a debt for delinquent assessments shall be subject to a right of redemption. The redemption period within which the separate interest may be redeemed from a foreclosure sale ends 90 days after the sale. Any Notice of Sale of the foreclosure shall include a statement that the property is being sold subject to the right of redemption created by the Civil Code.
- (2) As required by the Civil Code §2924(c), non-judicial foreclosure shall be commenced by the Association by recording in the Office of the County Recorder a Notice of Default, which notice shall state all amounts which have become delinquent with respect to the Owner's Lot and the costs (including attorneys' fees), penalties, and interest that have accrued thereon, the amount of any Assessment which is due and payable although not delinquent, a legal description of the Lot with respect to which the delinquent Assessment is owed, and the name of the Owner of Record or reputed Owner. The Notice of Default shall state the election of the Association to sell the Lot or other property to which the amounts relate.
- (2) The Association shall have the rights conferred by Civil Code §2934(a) to assign its rights and obligations as trustee in any non-judicial foreclosure proceedings to the same extent as a trustee designated under a deed of trust. For purposes of section 2934(a), the Association shall be deemed to be the sole beneficiary of the delinquent Assessment obligation. In lieu of an assignment of trusteeship, the Association shall be entitled to employ the services of a title insurance company or other responsible company authorized to serve as a trustee in non-judicial foreclosure proceedings to act as an agent on behalf of the Association in commencing and prosecuting any non-judicial foreclosure.
- (3) The Association or its assignee shall mail a copy of the Notice of Default to the Owner or reputed Owner of the subject Lot at the Owner's last address appearing on the books or records of the

Association, and to any person to whom the giving of a notice of default is required by applicable provisions of Civil Code §2924(b). Following receipt of the Association's notice, the Owner and junior encumbrances shall have reinstatement rights identical to those provided by law for trustees or mortgagors, which rights must be exercised during the period specified by law for reinstatement of obligations secured by deeds of trust.

- (4) After the lapse of such time as may then be required by law following the recording of a Notice of Default under a deed of trust, the Association or its assignee may give Notice of Sale in the manner and for the period required in the case of deeds of trust. After the giving of the Notice of Sale, the Association, or its assignee, without demand on the Owner, may sell the Lot at the time and place fixed in the Notice of Sale, at public auction to the highest bidder. At the Trustee's sale, the Trustee shall have the right to require every bidder to show evidence of his or her ability to deposit with the Trustee the full amount of his or her final bid in cash, a bank or savings and loan certified check, or a bid bond, and to require the last and highest bidder to deposit the full amount of his or her final bid in cash, a bank or savings and loan association certified check, or a bid bond. The Association or its assignee may postpone the noticed sale by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement.
- (5) The Association shall deliver to the purchaser at such foreclosure sale the Association's deed conveying the Lot so sold, but without covenant or warranty, express or implied. The recitals in such deeds shall be conclusive proof of the truthfulness thereof. Any person, including the Association, may bid on the subject property and purchase it at the sale.
- (6) After deducting from the sale proceeds all costs, fees, and expenses incurred by the Association, the net proceeds shall be applied to the payment of all sums secured by the Association's lien at the time of sale, including interest, costs, and attorneys' fees, and the remainder, if any, shall be disbursed to the person or persons legally entitled thereto.
- (v) Actions for Money Judgment. In the event of a default in payment of any Assessment, the Association, in its name but acting for and on behalf of all other Owners, may initiate legal action, in addition to any other remedy provided herein or by law, to recover a money judgment or judgments for unpaid Assessments, costs, and attorneys' fees without foreclosure or waiver of the lien securing same.

#### 4.9 Transfer of Lot by Sale or Foreclosure

Pursuant to the Civil Code, the following rules govern the Association's rights to enforce its Assessment collection remedies following the sale or foreclosure of a Lot.

- a) Sale of a Lot. Except as provided in paragraph b), below, the sale or transfer of any Lot shall not affect any Assessment lien duly recorded with respect to that Lot before the sale or transfer, and the Association can continue to foreclose its lien in spite of the change in ownership.
- b) Lien Extinguished. The Association's assessment lien shall be extinguished as to all delinquent sums, late charges, interest, and costs of collection incurred before the sale or transfer of a Lot under a foreclosure or exercise of a power of sale by the holder of a prior encumbrance (but not under a deed-in-lieu of foreclosure). A "prior encumbrance" means any first mortgagee or other mortgage or lien recorded before the Association's assessment lien.
- c) Owner Liability. No sale or transfer of a Lot as the result of foreclosure, exercise of a power of sale, or otherwise, shall relieve the new Owner of that Lot (whether it be the former beneficiary of the first mortgage or other prior encumbrance, or a third party acquiring an interest in the Lot) from liability for any assessments thereafter becoming due or from the lien thereof.
- d) Unrecovered Costs. Any assessments, late charges, interest, and associated costs of collection that are lost as a result of a sale or transfer covered by paragraph b), above, shall be deemed to be a Common Expense collectible from the Owners of all of the Lots, including the person who acquires the Lot and his or her successors and assigns.
- e) Delinquent Costs. No sale or transfer of a Lot as the result of foreclosure, exercise of a power of sale, or otherwise, shall affect the Association's right to maintain an action against the foreclosed previous Owner of the Lot personally to collect the delinquent assessments, late charges, interest, and associated costs of collection incurred by that prior Owner prior to the sale or transfer.

#### 4.10 Priorities

Pursuant to the Civil Code, when a Notice of Delinquent Assessment has been recorded, the notice shall constitute a lien on the Lot prior and superior to all other liens or encumbrances recorded subsequent thereto, except (a) all taxes, bonds, Assessments and other levies which, by law, would be superior thereto, and (b) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value, provided that such subordination shall apply only to the Assessments which have become due and payable prior to the transfer of such property pursuant to the exercise of a power of sale or a judicial foreclosure involving a default under such first mortgage or deed of trust, or other prior encumbrance.

#### 4.11 Waiver of Exemptions

Each Owner, to the extent permitted by law, waives, to the extent of any liens created

pursuant to this Article IV, the benefit of any homestead or exemption law of California in effect at the time any Assessment or installment thereof becomes delinquent or any lien is imposed against the Owner's Lot.

## **ARTICLE V: ARCHITECTURAL CONTROL**

### **5.1 General**

The appearance and placement of all exterior Improvements on the Property are governed by this Declaration and the Architectural Rules and Guidelines. Interior modifications do not require the submittal of a request for approval.

### **5.2 Committee Membership**

The Architectural Committee shall be composed of no fewer than six Owners appointed by the Board, two of whom may be members of the Board. If the Architectural Committee consists of fewer than four Owners, then the Board plus the Architectural Committee members shall constitute the Architectural Committee until such time as there are at least four Owners, excluding Board members, on the Architectural Committee. Architectural Committee members shall serve for one-year terms subject to the Board's power to remove any committee member and to appoint his or her successor. There is no limit to the number of one-year terms an Owner may serve on the Architectural Committee. Members shall not be entitled to any compensation for services performed.

### **5.3 Duties of Committee**

It shall be the duty of the Architectural Committee to consider and act upon the proposals and plans submitted to it pursuant to this Declaration, to propose amendments or modifications to the Architectural Rules and Guidelines pursuant to this Article V §5.5, to perform other duties delegated to it by the Board, and to carry out all other duties imposed upon it by this Declaration.

### **5.4 Meetings**

The Architectural Committee shall meet from time to time as necessary to properly perform its duties. The vote or written consent of a majority of the Architectural Committee members shall constitute the action of the Architectural Committee. The Architectural Committee shall keep and maintain a written record of all actions taken.

The Owner shall be entitled to appear at any meeting of the Architectural Committee and/or Board at which the Owner's proposal has been scheduled for review. The Owner shall be entitled to be heard on the matter and may be accompanied by his or her agent or representative. Other Owners whose properties may be affected by the proposed Improvement shall also be entitled to attend the meeting. Reasonable notice of the time, place, and proposed agenda for Architectural Committee and/or Board meetings shall be communicated before the date of the meeting to any Owner whose application is scheduled to be heard and other Owners who have expressed an interest in the proposal or who may be affected by the project.

### **5.5 Architectural Rules and Guidelines**

The Architectural Committee and/or Board may recommend to the Owners that one or more of the rules contained in the Architectural Rules and Guidelines be adopted, amended, or repealed. Any such changes must be approved by a simple majority of the Voting Interest in the Association. In the event of any conflict between the Architectural Rules and Guidelines and this Declaration, the provisions of this Declaration shall prevail.

## 5.6 Architectural Committee Approval of Improvements

- a) Approval Generally.
- (i) Before commencing construction or installation of any Improvement(s) within the Property, the Owner planning such Improvement must submit to the Architectural Committee a written request for approval. The Owner's request shall include a description of the project, all items identified in this Article V, and any additional items required by the Architectural Rules and Guidelines.
  - (ii) While applications for Improvements shall be made to the Architectural Committee and shall comply with the requirements of this Declaration and the Architectural Rules and Guidelines, a recommendation for approval given by the Architectural Committee is effective only when approved by the Board.
  - (iii) Before an Owner files an application with the County for any proposed Improvements that may require County approval and/or permits, the Architectural Committee recommends that the Owner obtain the Board's approval of those Improvements, which approval shall be contingent upon the County's subsequent approval of any of the Improvements which require County permits.
  - (iv) Unless the Architectural Committee's recommendation for approval and Board's approval of the proposal is first obtained, no work on the Improvement shall be undertaken. The Architectural Committee/Board shall base the decision to approve, disapprove, or conditionally approve the proposed improvement on the criteria described in section 5.7. and the Architectural Rules and Guidelines.
- b) Modifications to Approved Plans Must Also Be Approved. Once a work of Improvement has been approved by the Board, no modifications shall be made in the approved plans and specifications and no subsequent alteration, relocation, addition, or modification shall be made to the work of Improvement, as approved, without a separate submittal to, and review and approval by, the Architectural Committee/Board. If the proposed modification will have, or is likely to have, an effect on other aspects or components of the work, then the Board may require the Owner, his, her, or its contractors, and agents to cease working not only on the modified component of the Improvement, but also on any other affected component.
- c) Work On An Improvement Without Approval. In the event that it comes to the attention of the Architectural Committee or Board that a work of Improvement, or any modification thereof, is proceeding without proper approval, the Board shall be entitled to exercise enforcement remedies, including, without limitation, ordering an immediate cessation and abatement of all aspects of the work of Improvement until such time as proper Architectural Committee/Board review and approval is obtained.

### 5.7 Basis for Approval of Improvements

When a proposed Improvement is submitted to the Architectural Committee for review, the Architectural Committee shall recommend approval and the Board shall grant the requested approval only if it finds that all of the following provisions have been satisfied:

- a) Documentation Compliance. The Owner has complied with the provisions of all applicable portions of this Declaration and all additional applicable items in the Architectural Rules and Guidelines.
- b) The Owner's Lot and Surrounding Areas.
  - (i) The quality of workmanship and materials proposed for the Improvement project;
  - (ii) the harmony of the proposed Improvement's exterior design, finish materials, and color with that of the existing structures; and
  - (iii) the proposed location of the Improvement in relation to existing topography, finished grade elevations, Common Areas, and other structures will complement the Lot and surrounding areas.
- c) Owner's Plans and Specifications:
  - (i) Will result in an Improvement that creates reasonable minimal negative impact to the appearance of the surrounding area and the Property as a whole;
  - (ii) will result in an Improvement that is in harmony with the external design of other structures and/or landscaping within the Property; and
  - (iii) will not interfere with the reasonable enjoyment of any other Owner of his, her, or its property, including, without limitation, the other Owner's reasonable rights to scenic access free of unreasonable obstructions.
- d) Standards. The proposed Improvement, if approved, will otherwise be consistent with the architectural and aesthetic standards of the Property and with the overall plan and scheme of development and the purposes of this Declaration.

The Architectural Committee/Board shall be entitled to determine that a proposed Improvement or component thereof is unacceptable when proposed on a particular Lot, even if the same or a similar Improvement or component has previously been approved for use at another location within the Property. Different locations for Improvements, the size of the structure, proximity to other Residences or Common Areas, and other factors may be taken into consideration by the Architectural Committee/ Board in reviewing a particular submittal. It is expressly agreed that the Architectural Committee/Board shall be entitled to make subjective judgments and to consider the aesthetics of a proposal when considering an Owner's request so long as the Architectural Committee/Board acts reasonably and in good faith.



## 5.8 Procedures for Obtaining Approvals of Plans and Specifications

- a) Application for Preliminary Approval. In order to afford an Owner who is proposing to make substantial Improvements an opportunity to obtain guidance and comment from the Architectural Committee/Board prior to the expenditure of substantial sums on complete plans and specifications, any Owner may apply to the Architectural Committee/Board for preliminary approval of the proposed Improvement project. Application for preliminary approval shall be considered and processed as follows:
- (i) Any application for preliminary approval shall be in writing and shall present sufficient detail to apprise the Architectural Committee/Board of the general nature, location, dimensions, and contemplated exterior colors and finishes of the proposed Improvement.
  - (ii) As promptly as circumstances permit after receipt of the application for preliminary approval, the Architectural Committee shall recommend preliminary approval and the Board shall grant the preliminary approval only if the proposed Improvement, to the extent that its nature and characteristics are shown by the application, would be entitled to a final approval on the basis of a full and complete application. In granting or denying approval, the Architectural Committee/Board may give the Owner such directions or recommendations concerning the form and substance of any subsequent application for approval as it may deem proper or desirable for the guidance of the Owner.
  - (iii) Any preliminary approval granted by the Board shall be effective for a period of 90 days from the date of issuance or such longer period as may, in the Board's discretion, be granted.
  - (iv) In no event shall any preliminary approval of a proposed Improvement be deemed to constitute final approval authorizing construction of the Improvement. The purpose of the preliminary review procedure is to give the Owner a measure of security in proceeding with the proposed Improvement project and committing funds thereto. Final approval shall be based on a complete submittal conforming to the requirements of subparagraph b), below.
- b) Application for Final Approval.
- (i) Regardless of whether an Owner elects to seek preliminary approval of a proposed Improvement in accordance with subparagraph a), above, all Owners who desire to undertake any work of Improvement must apply to the Architectural Committee and receive the Board's prior approval.
  - (ii) The application shall be in writing and shall contain all information that is necessary to reasonably evaluate the nature, design, location, and extent of the proposed Improvement. Depending upon the scope of the proposed Improvement, the Architectural Committee/Board may require, in addition to the initial application and supporting materials, further details relating to the proposed Improvement.

- (iii) The application, plans, specifications, and related materials shall be delivered to the Chairperson of the Architectural Committee.
- (iv) As promptly as circumstances permit after submission of all applicable materials the Architectural Committee/Board shall make every effort to send written notice of approval, disapproval, or suggestions of changes required for approval to the Owner.
- (v) If the Committee/Board recommends that the plans and specifications be modified, then the applicant may implement such changes to the plans, and resubmit plans incorporating such changes. Approval shall not be unreasonably withheld so long as the Owner has complied in all respects with the requested changes.
- (vi) In approving an Improvement, the Board may condition final approval upon the adoption of modifications in the plans and specifications or observance of restrictions as to location, noise abatement, color or materials modifications, or similar mitigating conditions.

### **5.9 Proceeding With Work**

Upon receipt of final approval of an Improvement from the Board, the Owner shall, as soon as practicable, commence work on the Improvement. In all cases, work on an Improvement project shall commence within one year from the date of such approval. If the Owner fails to comply with this paragraph, any approval given pursuant to this Article V shall be deemed revoked unless the Board, upon written request from the Owner prior to the expiration of the initial one year period, extends the time for commencement. No such extension shall be granted except upon proof by the Owner to the Board that there has been no change in the circumstances upon which the original approval was granted and that the Owner has the ability to complete the Improvement project within the time specified in the extension request.

### **5.10 Failure to Complete Work**

Unless the Owner has been granted an extension of time to complete the project by the Board, construction, reconstruction, refinishing, or alteration of any such Improvement must be complete within 18 months after construction has commenced, except upon proof to the Board that such completion is rendered impracticable or would result in great hardship to the Owner because of strikes, fires, national emergencies, natural calamities, or other supervening forces beyond the control of the Owner or his, her, or its agents.

If the Owner fails to comply with this section, then the Board may proceed in accordance with the provisions of Section 5.12, below, as though the failure to complete the Improvement was a noncompliance with approved plans.

### 5.11 Inspection of Work by the Architectural Committee.

- a) Job Site Inspection. During the course of construction, representatives of the Architectural Committee may visit and inspect the job site upon providing reasonable notice to the Owner.
- b) Completion of Work. Upon the completion of any work of Improvement for which Board approval is required under this Article V, the Owner shall give the Architectural Committee a written notice of completion.
- c) Architectural Committee Review. Thereafter, one or more members of the Architectural Committee, or its duly authorized representative, shall inspect the Improvement to determine whether it was constructed, reconstructed, altered, or refinished in substantial compliance with the approved plans. If the Architectural Committee finds that the Improvement is not in compliance with the Owner's approved plans, then the Committee shall give the Owner a written notice of noncompliance detailing those aspects of the Improvement project that must be modified, completed, or corrected. If the violation or nonconforming work is not corrected, then the Board shall have the enforcement rights and remedies set forth in Section 5.12, below.
- d) Architectural Committee Review Timeline. If, for any reason, the Architectural Committee fails to notify the Owner of any noncompliance within 45 days after receipt of the Owner's written notice of completion, then the Improvement shall be deemed to have been constructed in accordance with the approved plans for the project.

### 5.12 Enforcement

- a) Approval. The Board shall have the authority to order an abatement of any construction, alteration, or other matter for which approval is required, to the extent that it has not been finally approved by the Board or if it does not conform to the plans and specifications finally approved by the Board. No work for which approval is required shall be deemed to be approved simply because it has been completed without a complaint, notice of violation, or commencement of a suit to enjoin such work. If any legal proceeding is initiated to enforce any of the provisions hereof, then the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to the costs of such proceeding.
- b) Notice of Noncompliance. If the Owner fails to remedy any noticed noncompliance within the time period set forth in the written notification, then the Board shall set a date for a hearing regarding the alleged noncompliance. The hearing date shall not be more than 30 days nor fewer than 15 days after the notice of the noncompliance is issued by the Board to the Owner.

- c) Hearing. At the hearing, the Owner, a representative of the Architectural Committee and, in the Board's discretion, any other interested person, may present information relevant to the question of the alleged noncompliance. After considering all such information, the Board shall determine whether there is a noncompliance and, if so, the nature thereof. If a noncompliance is determined to exist, then the Board shall require the Owner to remedy or remove the same within such period or within any extension of such period as the Board may grant. If the Owner fails to take corrective action after having a reasonable opportunity to do so, then the Board, at its option, may either remove the noncomplying Improvement or remedy the noncompliance and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not properly repaid by the Owner to the Association, then the Board shall recover such expenses through the levy of a Special Individual Assessment against such Owner.
- d) Withholding Approval. The final approval by the Board of any plans, drawings, or specifications for any work of Improvement done or proposed, or for any other matter requiring the final approval of the Board under this Declaration, or any waiver thereof, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval by the same or some other Owner. Different locations for Improvements, the size of the structure, proximity to other Residences or Common Areas and other factors may be taken into consideration by the Committee/ Board in reviewing a particular submittal.

#### **5.13 Appeals From Decisions of the Architectural Committee/Board**

Any appeal from the decision of the Architectural Committee/Board shall be made to the Board. The Board may appoint an ad-hoc appellate review committee consisting of one Owner selected by the Board/Architectural Committee, one Owner selected by the Owner making the appeal, and three additional Owners selected by the first two Owners on the ad-hoc appellate review committee. The ad-hoc appellate review committee shall review pertinent information presented by the Architectural Committee/Board and pertinent information presented by the Owner making the appeal, or his, her, or its representative. The decision of the ad-hoc appellate review committee shall be related only to specific items in the Improvement proposal being appealed and shall be final and binding upon all parties.

#### **5.14 Variances**

The Board, by unanimous vote, in its sole discretion, shall be entitled to allow reasonable variances in any procedures specified in this Article V, Architectural Control; Article VI, Improvement Standards; and Article VII, Use of the Property, to overcome practical difficulties, avoid unreasonable expense, or prevent unnecessary hardship to the Owners, provided that all of the following conditions are met:

- a) Hearing. If the requested variance will necessitate deviation from, or modification of, an architectural standard, a minimum construction standard, or a property use restriction that would otherwise be applicable under this Declaration, then the Board must conduct a hearing on the proposed variance after giving prior written notice to the Architectural Committee and to all Owners. The notice shall be mailed to all Owners at least 30 days prior to the date of the hearing. Thereafter, the Board shall act on the requested variance within 30 days following the conclusion of the hearing. The Board may assess the Owner reasonable costs incurred in processing a second or subsequent request for a substantially same variance.
- b) Criteria. The Board shall deny the requested variance unless it finds that each of the following criteria is present:
  - (i) the requested variance will not constitute a significant deviation from any restriction contained in this Declaration or that the proposal allows the objectives of the violated requirement to be substantially achieved despite noncompliance;
  - (ii) the variance relates to a land use restriction, architectural standard, or minimum construction standard otherwise applicable hereunder that is unnecessary or burdensome under the circumstances; and
  - (iii) the variance, if granted, will not result in a significant detriment or create an unreasonable nuisance with respect to any other Lot.

#### **5.15 Nonconforming Use of Lots**

- a) Use Under Prior Declarations ("Grandfather Clause"). Any use or Improvement existing prior to the date of adoption of this Second Restated Declaration, which use or Improvement was permitted under the Original Declaration and the First Restated Declaration, and which is nonconforming only by virtue of the adoption of this Second Restated Declaration, shall not be considered retroactively as a violation of this Declaration. Instead, any such previously authorized use or Improvement may be treated only as a nonconforming use.
- b) Regulate Compliance. In addition to its jurisdiction over the review and approval of new Improvements and regulation of the timely and proper completion of such Improvements, the Architectural Committee/Board shall also be vested with authority and responsibility to regulate continued compliance on all Lots with the provisions of this document and the Architectural Rules and Guidelines.

- c) Alleged Violations. Upon notice to the Board by either the Architectural Committee or an Owner that an alleged violation exists, the Board shall be entitled to pursue either of two courses of action. First, the Board may pursue immediate enforcement remedies under Article XI §11.6 (Rights and Remedies of the Association). In the alternative, if the Board determines that the violation has existed for a substantial period of time, thus making current enforcement inequitable under the circumstances, or if the Board determines that other mitigating factors make immediate correction of the violation inequitable or unreasonable, then the Board may designate the violation as a "nonconforming use" and record against the subject Lot a Notice of Noncompliance With Recorded Use Restrictions ("Notice of Noncompliance") that shall identify the subject Lot, describe the nonconforming use, and specify the Article and Section number of the Governing Document being violated.
- d) Certificate of Compliance. Upon the elimination of any nonconforming Improvement, the Association shall execute and record an estoppel certificate, as described in Article V §5.16, which shall reference any previously recorded Notice of Noncompliance With Recorded Use Restrictions, rescind said notice, and confirm that the Lot is in compliance with all applicable provisions of the Governing Documents referenced in the Notice of Noncompliance.

#### **5.16 Estoppel Certificate**

Within 30 days after written demand is delivered to the Board by any Owner, and upon payment to the Association of a reasonable fee (as established from time to time by the Board), the Board shall record an estoppel certificate, executed by any two Board members, certifying (with respect to any Lot owned by the applicant Owner) that, as of the date thereof, either: (a) all Improvements made and other work completed by said Owner comply with this Declaration, or (b) such Improvements or work do not so comply, in which event the certificate shall also identify the noncomplying Improvements or work and set forth. Any purchaser from the Owner, or from anyone deriving any interest in said Lot through the Owner, shall be entitled to rely on the Association's estoppel certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, the requesting Owner, and any persons deriving any interest through them.

#### **5.17 Limitation on Liability**

Neither the Association, its Board, its Committees, nor any member thereof shall be liable to any Owner for any damage, loss, or prejudice suffered or claimed on account of any mistakes in judgment, negligence, or nonfeasance arising out of:

- a) the approval or disapproval of any plans, drawings, and specifications, whether or not defective;
- b) the construction or performance of any work of Improvement, whether or not pursuant to approved plans, drawings or specifications;
- c) the development of any Lot within the Property; or

- d) the execution and filing of a Notice of Noncompliance or an estoppel certificate, whether or not the facts therein are correct, provided that such member has acted in good faith upon the basis of such information as may be possessed by him or her.

**5.18 Compliance With Governmental Regulations**

Review and approval by the Board of any proposals, plans, or other submittals pertaining to Improvements shall in no way be deemed to constitute satisfaction of, or compliance with, any County building permit process or any other governmental requirements, the responsibility for which shall lie solely with the Owner who desires to construct, install, or modify the Improvement.

## **ARTICLE VI: USE OF LOTS AND THE PROPERTY**

### **6.1 Use of Lots and the Property**

- a) Single Family Residential Use. Except as expressly provided in this Declaration, no Lot shall be used for any purpose other than that of a Single Family Residence.
- b) Crops and Animals. Owners are permitted to grow and sell crops and to raise, breed, keep, and sell horses, mules, cattle, and camelids in full compliance with the LUDC. Such activities shall not unduly impact any other Owners, nor shall they detract from the residential nature of the Property.
- c) Renting or Leasing. An entire property (Lot and improvements) may be leased or rented, but no portion thereof shall be rented, leased, or subleased, except for an ADU or JADU which is constructed, used, and occupied, in full compliance with the LUDC and applicable State law.
- d) Signs. Only the following types of signs may be displayed on any Lot or posted within or upon the Property:
  - (i) A single "For Sale" sign not larger than eight square feet;
  - (ii) A reasonable number of informational signs, e.g., "no trespassing," "no hunting," "alarm service," etc. not larger than four square feet each; or
  - (iii) A residence name/address sign not larger than eight square feet.

Any sign displayed shall be well constructed, neatly lettered, and well maintained.
- e) Drilling. No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot, except nothing herein contained shall prohibit the drilling, boring, exploring, or extracting of water to the extent reasonably necessary for on-site use by the Owner of a Lot, in full compliance with Section 6.11 of this Declaration, so long as the extraction of water by the Owner does not unreasonably reduce, or within the reasonable judgment of the Board, threaten to reduce the flow or supply of water to the Water System.

### **6.2 Commercial Use**

- a) Excluded Uses. Except as expressly provided in this Declaration, no part of the Property or any Lot shall ever be used for any business, commercial, or industrial purposes, or for any other purposes inconsistent with the use of the Property and Lots as a private Single-Family Residential community. No portion of the Property or any Lot shall ever be used for the retail sale of any item to the general public.
- b) Home Offices. Any home office shall not be advertised to the public and may not otherwise create any perceptible, visible, or audible indication that it is open to the public.



- c) Association Leases. The Association is permitted to enter into leases for the commercial grazing of cattle or other livestock on the Common Area, subject to the approval of a simple majority of the Voting Interest in the Association.

### 6.3 Prohibition of Noxious Activities

- a) Offensive Activities. No illegal, noxious, or offensive activities shall be conducted upon any Lot or Common Areas, nor shall anything be done within the Property which is, or could become, an unreasonable annoyance or nuisance to other property Owners. Without limiting the foregoing, no Owner shall permit unreasonable noise to emanate from an Owner's Lot or from activities within the Common Areas.
- b) Drones. The use of drones by or on behalf of any Owner, for any purpose, shall be limited to use within the boundaries of that Owner's Lot.
- c) Firearms. No firearms shall be discharged upon the Property.
- d) Vehicles. Except in connection with the care, maintenance, and management of the Lots, motorized vehicles including, but not limited to, off-road vehicles, motorcycles, ATVs, or similar type vehicles shall not be used anywhere within the Property other than on improved driveways and improved roads. Except for those vehicles necessary for maintenance, no motorized or non-motorized vehicle of any type or description shall be permitted upon the equestrian/hiking trails within the Property.

### 6.4 Animals and Pets

Owners are permitted to raise, breed, keep, and sell horses, mules, cattle, and camelids in full compliance with the LUDC. Owners may keep a reasonable number of animals other than horses and cattle for their personal, noncommercial use, as long as they do not create a nuisance. Each person bringing or keeping animals on the Property shall be solely responsible for the conduct of their animals. The Association, Board, officers, employees, and agents shall have no liability (whether by virtue of this Declaration or otherwise) to any Owners for any damage or injury to persons or property caused by any animals.

### 6.5 Garbage and Debris

No rubbish, trash, or garbage of any kind, including, but not limited to, organic trimmings and natural materials, inoperable vehicles, collection of building or industrial materials, or household or similar appliances, shall be placed or permitted to accumulate upon any Lot. No odors shall be permitted so as to render any portion of a Lot unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity or to its occupants. No nuisance shall be permitted to exist or operate upon any property so as to be offensive or detrimental to any other Lot or to its occupants. Any trash that is accumulated by an Owner outside the interior walls of a structure shall be stored entirely within appropriately covered disposal containers and facilities which shall be located on the Owner's Lot and screened from view from any road or other Lot.

Creating piles of tree cuttings or brush to dry for burning during the next burning season may be permitted. An Owner may request Board approval to allow a reasonable amount of natural materials to accumulate at specific locations for the purpose of providing wildlife habitat so long as this does not create a fire hazard.

#### **6.6 Machinery and Equipment**

All machinery or equipment of any kind shall be properly stored so as to not create a visual nuisance.

#### **6.7 Diseases and Pests**

No Owner shall permit any thing or condition to exist on his or her Lot which may induce, breed, or harbor infectious plant diseases, noxious plants, noxious insects, rodents, or other undesirable animals.

#### **6.8 Use of Roads**

- a) Operator's License. All operators of motor vehicles, including motorcycles, within the Association roads on the Property shall possess a valid driver's license.
- b) California Vehicle Code. All provisions of the California Vehicle Code must be honored at all times when operating any motor vehicle within the Association roads.

#### **6.9 Activities Affecting Insurance**

Nothing shall be done or kept on any Lot which will increase the rate of insurance on any policy maintained by the Association without the prior written consent of the Association. Additionally, no Owner shall permit anything to be done or kept on his, her, or its Lot which would cause any Improvements to be uninsurable against loss by fire or casualty or result in the cancellation of insurance on any Residence.

#### **6.10 Drainage Structures, Ditches, and Swales**

- a) Maintenance. Each Owner shall keep drainage courses, ditches, swales, and culverts on his or her Lot free and clear of all obstructions, and shall, in cooperation with contiguous property Owners, maintain all such drainage courses, ditches, swales, and culverts common to their Lots in good order.
- b) Modifications. No Owner or resident shall alter or obstruct a natural drainage course, or materially add to the natural water volume of said drainage course without making adequate provisions with respect to neighboring Lots, Common Areas, and Water System Facilities. Any such alterations, obstructions, or additions to water volume shall be considered a work of Improvement that is subject to prior review and approval by the Architectural Committee/Board.

#### **6.11 Well Drilling**

- a) Any well drilling project shall comply with the terms of this Second Restated Declaration and the LUDC;
- b) Not more than one private well shall be allowed on any Lot;
- c) The distance from any existing or proposed water well shall not be closer than

1000 feet from any existing well and 50 feet from any Property boundary. A Property map identifying the location of the proposed well shall be provided to, and approved by, the Board prior to any on-site drilling;

- d) The maximum well casing shall not be larger than six inches in diameter;
- e) The maximum amount of water pumped from the well at any time shall not exceed 20 gallons per minute;
- f) The well shall have an operating water meter to accurately measure the flow;
- g) The existing backflow preventer at the current water meter shall be changed to a "reduced pressure" type meter at the Owner's expense;
- h) A report describing the limitations to pumping a maximum of 20 gallons per minute shall be provided to, and approved by, the Board prior to any on-site drilling;
- i) After the test pumping, a report of pumping and electrical equipment to be installed shall be provided to, and approved by, the Board prior to any pumping equipment being installed; and
- j) All of the above conditions shall be recorded in the Official Records on the Owner's deed prior to any on-site drilling. A copy of the recording, as well as all related permits, shall be provided to the Board.

#### **6.12 Restriction on Further Subdivision and Severability**

No Lot shall be created which shall contain fewer than approximately 20 acres (as defined in section 1.21). No Lot shall be further subdivided nor shall less than all of any such Lot be conveyed by its Owner and no Owner shall be entitled to sever his, her, or its Lot from the Common Areas of the Property. Any Lot line adjustment requires prior written approval of the majority of the Board.

#### **6.13 Enforcement of Property Use Restrictions**

The objective of this Declaration is to promote and seek voluntary compliance by Owners with the environmental standards and property use restrictions that it contains. Accordingly, in the event that the Association becomes aware of an architectural or property use infraction that does not necessitate immediate corrective action, the Owner responsible for the violation shall receive written notice and shall be given a reasonable opportunity to comply voluntarily with the pertinent provisions of the Governing Documents. Such notice shall describe the noncomplying condition, request that the Owner corrects the condition within a reasonable time as specified in the notice, and advise the Owner of his, her, or its appeal rights.

## **ARTICLE VII: EASEMENTS**

### **7.1 Road Easements**

Each Owner and the Association shall have and is hereby granted a nonexclusive easement for road, roadway, and vehicular traffic purposes over and along the private roads within the Common Area of the Property.

### **7.2 Utility Easements**

Each Owner grants to the Association an easement for utilities, which easement is identified in Tract Number 11560 and described in the map recorded in Book 90 of Maps, Pages 25 to 34, in the office of the County Recorder of Santa Barbara County.

### **7.3 Equestrian and Hiking Trails**

An Owner may grant to the Association a mutual and reciprocal trail license (or trail easement) to establish equestrian and hiking trails on the Owner's property. The trail shall become effective only after acceptance by a majority of the Board. Every Owner shall have an equal right to use (consistent with the Governing Documents) all Association-approved trails.

### **7.4 Horseback Riding and Hiking Trail Easements**

The Association hereby declares that those portions of real property shown on the map of Tract No. 11560 as "80 foot Public Utility & Private Road Easement" and "60 foot Public Utility and Private Road Easement," excepting therefrom those portions shown as "60 foot Public Utility and Private Road Easement" (Roundup Road) lying within Lots 9, 11, 12, 13, 14, 15, 16, 72, 73, 74, 75, 76, 77, and 78 of Tract No. 11560, are subject to a non-exclusive easement for the purpose of ingress and egress for horseback riding and hiking through, over, and across said portions of real property. All easements established hereby are appurtenant to and for the use and benefit of Lots 1 through 116 of Tract No. 11560.

### **7.5 Oak Trail Easement**

The Association has granted to Oak Trail Development Corporation and Rainbow Ranch Partnership, now known as Oak Trail Estates LTD., a non-exclusive easement for road, horse riding, and hiking trail use following and centered upon the roads and easements as shown on Tract No. 11560. Said easement shall be for the benefit of and appurtenant to that certain real property recorded as Tract No. 11737 on March 9, 1976, in Book 92, Pages 36 to 43 of Official Records of Santa Barbara County, California. Furthermore, the Association has entered into an agreement to pay up to one-half of all maintenance costs for a non-exclusive easement of 80 feet in width for road, horse riding, and hiking trail use followed and centered upon the road of approximately 6800 feet in length on Woodstock Road in Tract No. 11737, recorded in Book 92, Pages 36 to 43 upon the grant of said easement to the Association for the benefit of and appurtenant to the Property and each Lot. Said mutual easements are recorded in the Official Records of Santa Barbara County, California, as Documents 29109 and 29110 in Book 2619, Pages 2140 through 2143 on July 13, 1976.

## **ARTICLE VIII: INSURANCE**

### **8.1 Types of Insurance Coverage**

The Association shall maintain the following types of insurance:

- a) Property damage insurance covering the Association's physical assets; and
- b) Comprehensive general liability insurance with limits of not less than one million dollars (\$1,000,000) per claim.

### **8.2 Additional Insurance and Bonds.**

The Association may also purchase such additional insurance and bonds as it may, from time to time, determine to be necessary or desirable.

### **8.3 Coverage Not Available**

In the event any insurance policy, or any endorsement thereof, required by Section 9.1 is for any reason not reasonably available, then the Association shall obtain such other or substitute policy or endorsement as may be reasonably available which provides, as nearly as possible, the coverage described above. The Board shall notify the Owners of any material adverse changes in the Association's insurance coverage.

### **8.4 Copies of Policies**

Copies of all insurance policies (or certificates showing the premiums thereon have been paid) shall be available for inspection by Owners at the Principal Office of the Association.

## **ARTICLE IX: DAMAGE OR DESTRUCTION**

### **9.1 Owner's Obligation for Damage or Destruction of Improvements**

- a) Obligation to Rebuild. If all or any portion of an Improvement is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner to rebuild, repair, reconstruct, or to remove any damaged Improvement without unreasonable delay.
- b) Architectural Committee Approval. Any Owner who has suffered damage shall apply for approval of plans for the reconstruction, rebuilding, or repair of his, her, or its Improvement in accordance with the current Improvement proposal procedures.
- c) Time Limitation for Reconstruction or Removal of Improvements. The Owner or Owners of any damaged Improvement and the Architectural Committee shall be obligated to proceed with all due diligence to discharge their respective obligations.

## **ARTICLE X: BREACH AND DEFAULT**

### **10.1 Remedy at Law Inadequate**

Except for the nonpayment of any Assessment, it is hereby expressly declared and agreed that the remedy at law to recover damages for the breach, default, or violation of any of the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges, or equitable servitudes contained in this Declaration are inadequate and that the failure of any Owner, Tenant, occupant, or user of any Lot, or any portion of the Common Areas or Water System Facilities, to comply with any provision of the Governing Documents may be enjoined by appropriate legal proceedings instituted by any Owner, the Association, its officers or Board, or by their respective successors in interest.

### **10.2 Nuisance**

Without limiting the generality of the foregoing Section 10.1, the result of every act or omission whereby any covenant contained in this Declaration is violated in whole or in part is hereby declared to be a nuisance, and every remedy against nuisance, either public or private, shall be applicable against every such act or omission.

### **10.3 Costs and Attorneys' Fees**

In any action brought because of any alleged breach or default of any Owner or other party under this Declaration, the court may award to any party in any such action such attorneys' fees and other costs as the court deems just and reasonable.

### **10.4 Cumulative Remedies**

The respective rights and remedies provided by this Declaration or by law shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or at different times, of any other such rights or remedies for the same or any different default or breach or for the same or any different failure of any Owner or others to perform or observe any provision of this Declaration.

### **10.5 Failure Not a Waiver**

The failure of any Owner, the Board, the Association or its officers, or agents to enforce any of the covenants, conditions, restrictions, limitations, reservations, grants or easements, rights, rights-of-way, liens, charges, or equitable servitudes contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter, nor shall such failure result in or impose any liability upon the Association or the Board, or any of its officers or agents.

### **10.6 Rights and Remedies of the Association**

- a) Rights Generally. In the event of a breach or violation of any provision in any Governing Document of the Association by an Owner, his or her family, or the Owner's guests, employees, invitees, licensees, or Tenants, the Board, for and on behalf of all other Owners, may enforce the obligations of each Owner to obey such rules, covenants, or restrictions through the use of such remedies as are deemed appropriate by the Board and available in law or in equity, including but not limited to the hiring of legal counsel, the imposition of fines

and monetary penalties, the pursuit of legal action, the suspension of the Owner's right to use recreational facilities, or suspension of the Owner's voting rights as an Owner of the Association, provided that the Association's right to undertake disciplinary action against its Owners shall be subject to the conditions set forth in this Section 10.6, and the provisions of Civil Code § 5900 et. seq.

The decision of whether it is appropriate or necessary for the Association to initiate enforcement or disciplinary action in any particular instance shall be within the sole discretion of the Board. If the Association declines to take action in any instance, any Owner shall have such rights of enforcement as may exist by virtue of the Civil Code §5975, or otherwise by law, and shall provide for notices and procedures satisfying the alternative dispute resolution requirements of Civil Code §5925 et seq.

- b) Definition of "Violation." A violation of the Governing Documents shall be defined as a single act or omission occurring on a single day. If the detrimental effect of a violation continues for additional days, discipline imposed by the Board may include one component for the violation and, according to the Board's discretion, a per diem component for so long as the detrimental effect continues. Similar violations on different days shall justify cumulative imposition of disciplinary measures. The Association shall take reasonable and prompt action to repair or avoid the continuing damaging effects of a violation or nuisance occurring within the Common Area at the cost of the responsible Owner.
- c) Limitations of Disciplinary Rights.
  - (i) Loss of Rights. The Association shall have no power to cause a forfeiture or abridgment of an Owner's right to the full use and enjoyment of his, her, or its Lot due to the failure by the Owner (or his, her, or its family members, Tenants, guests, or invitees) to comply with any provision of the Governing Documents or of any duly enacted Association Rule except where the loss or forfeiture is the result of the judgment of a court of competent jurisdiction, a decision arising out of arbitration, or a foreclosure or sale under a power of sale for failure of the Owner to pay Assessments levied by the Association, or where the loss or forfeiture is limited to a temporary suspension of an Owner's rights as an Owner in the Association or the imposition of monetary penalties for failure to pay Assessments or otherwise comply with any Governing Documents, so long as the Association's actions satisfy the due process requirements of subparagraph below.



- (ii) Monetary Penalties. Monetary penalties imposed by the Association (1) for failure of an Owner to comply with the Governing Documents, (2) as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to the Common Area or Water System Facilities allegedly caused by an Owner, or (3) in bringing the Owner and his, her, or its Lot into compliance with the Governing Documents, may not be characterized nor treated as an Assessment which may become a lien against the Owner's Lot enforceable by a sale of the Lot in non-judicial foreclosure, provided that this limitation on the Association's lien rights shall not apply to charges imposed against an Owner consisting of reasonable late payment penalties to reimburse the Association for the loss of interest and for costs reasonably incurred (including attorneys' fees) in the Association's efforts to collect delinquent Assessments.
- d) Hearings. No penalty or temporary suspension of rights shall be imposed pursuant to this Article unless the Owner alleged to be in violation is given at least 15 days prior notice of the proposed penalty or temporary suspension and is given an opportunity to be heard before the Board or appropriate committee established by the Board with respect to the alleged violation(s) at a hearing conducted at least five days before the effective date of the proposed disciplinary action.

Notwithstanding the foregoing, under circumstances involving conduct that constitutes (i) an immediate and unreasonable infringement of, or threat to, the safety or quiet enjoyment of neighboring Owners; (ii) a traffic or fire hazard; (iii) a threat of material damage to, or destruction of, the Common Areas and/or Water System Facilities; or (iv) a violation of the Governing Documents that in the opinion of the Board is of such a nature that there is no material question regarding the identity of the violator or whether a violation has occurred (such as late payment of Assessments), the Board or its duly authorized agents may undertake immediate corrective or disciplinary action and, upon request of the offending Owner (which request must be received by the Association, in writing, within five days following the Association's disciplinary action), or on its own initiative, conduct a hearing as soon thereafter as reasonably possible.

If the Association acts on its own initiative to schedule a hearing, then notice of the date, time, and location of the hearing shall accompany the notice of disciplinary action. If the accused Owner desires a hearing, then a written request therefor shall be delivered to the Association no later than five days following the date when the fine is levied. The hearing shall be held no more than 15 days following the date of the disciplinary action or 15 days following receipt of the accused Owner's request for a hearing, whichever is later. Under such circumstances, any fine or other disciplinary action shall be held in abeyance and shall only become effective if affirmed at the hearing.

- e) Notices. Any notice required by this Article shall, at a minimum, set forth the date and time for the hearing, a brief description of the action or inaction constituting the alleged violation of the Governing Documents, and a reference to the specific Governing Document provision alleged to have been violated. The notice shall be in writing and may be given by any method reasonably calculated to give actual notice, provided that if notice is given by mail it shall be sent by first-class or certified mail sent to the last address of the Owner shown on the records of the Association.
- f) Rules Regarding Disciplinary Proceedings. The Board may propose to the Owners rules that further refine the procedures for conducting disciplinary proceedings. Those rules, when approved by the Owners, shall become part of the Association Rules and shall provide notices and procedures satisfying the alternative dispute resolution requirements of Civil Code §5900 et seq.

#### 10.7 Court Actions

- a) Initiation of an Action. Court actions to enforce the Governing Documents may only be initiated on behalf of the Association upon approval of the Board. Before initiating any court action seeking to interpret or enforce the Governing Documents, the Association shall first comply with the provisions of Civil Code §5900 et seq., relating to alternative dispute resolution.

The mediation procedures described in subparagraph b), below, are intended to satisfy the Civil Code alternative dispute resolution requirements. All notices issued and procedures followed in the mediation shall comply with the specific requirements imposed by Civil Code §5900 et seq.

- b) Mediation. Before instituting any judicial action, arbitration, or other proceeding arising out of any Owner's or resident's failure or alleged failure to comply with any provision of the Governing Documents, the Association or Owner who desires to initiate such action ("Complaining Party") must make a good faith attempt to mediate the dispute pursuant to this subparagraph. The Complaining Party shall send the other party (the "Responding Party") written notice of the nature of the dispute, the facts giving rise to its claim, and its desire to mediate (the "Mediation Notice"). Should either party commence a judicial action, arbitration, or other proceeding without sending a Mediation Notice, the Responding Party shall be entitled to stay the action and request a Mediation Notice from the Complaining Party. The Mediation Notice shall name a mediator. The Complaining Party shall pay any fee to initiate mediation, but the costs of mediation, including the mediator's fee shall ultimately be borne as determined by the parties if the mediation results in a settlement of the dispute. If no agreement is reached, then the parties shall each pay half of the costs. Attorneys, if any, employed by the parties shall be the cost of the party employing the attorney and shall not be considered part of the cost of mediation.

If the parties agree to a choice of mediator and/or how to share the costs, then the agreement shall control. If the parties cannot agree on the choice of a mediator, the Complaining Party shall request the Santa Barbara Unified Superior Court Administered Dispute Resolution (CADRE) program, or some other entity which customarily supplies panels of mediators, to provide for them a panel of not fewer than six names from which the parties may choose by agreement. If no agreement is reached within 10 days of the list being provided, then the parties shall select the mediator by alternately striking names from the list. The first strike shall be made by the Responding Party. Within 30 days after the mediator is chosen, the parties shall schedule and attend a mediation and attempt in good faith to resolve their dispute. If the mediation does not resolve the dispute or if the Responding Party refuses to attend, then the Complaining Party shall be free to commence litigation. The requirements of this subparagraph shall not apply under circumstances where the Complaining Party is entitled to a temporary restraining order or preliminary injunction in order to avoid irreparable harm or injury.

## **ARTICLE XI: REMOVAL OF DIRECTORS**

### **11.1 General.**

Any Owner or group of Owners may circulate to the other Owners a written petition seeking the removal of one or more members of the Board.

### **11.2 Procedure.**

Upon presentation to the Board of a written petition seeking removal of one or more members of the Board signed by at least 25% of the Voting Interest in The Association, the Board shall, within 30 days, mail a recall ballot to all Owners. Said mailing may include any written statement of position by the petitioning Owner(s) and any statement of rebuttal by the affected director(s), each statement not to exceed three typewritten pages in length. The mailing shall also include a pre-addressed return envelope, addressed to the Principal Office of the Association. No fewer than 30 days, but no more than 45 days, after the mailing, the ballots shall be tabulated and the results of the tabulation shall be certified to the Board. A simple majority of the Voting Interest In The Association shall be sufficient for removal of the director(s). If one or two directors are removed by the removal election, then the remaining Board members shall appoint the replacement(s). If the removal petition seeks the removal of three or more directors, then the petition and subsequent ballot mailed to the Owners shall include the identification of the new directors to replace those whose removal is proposed. The results of any such removal election shall be reported in writing to the Owners.

## **ARTICLE XII: NOTICES**

### **12.1 Mailing Addresses**

Any communication or notice of any kind permitted or required herein shall be in writing and shall be delivered as follows:

- a) Communication to an Owner: Item to be sent to the mailing address or email address designated by the Owner, in writing, to the Association. It is the ongoing obligation of each Owner to advise the Association, in writing, of the Owner's current mailing address and/or email address. The delivery of any communication or notice from the Association to an Owner shall comply with Civil Code §4040.
- b) Communication to the Association: Item to be sent to Woodstock Property Owners Association at the Principal Office of the Association (or to such other address as the Association may from time to time designate, in writing, to the Owners). The delivery of any communication or notice from an Owner to the Association shall comply with Civil Code §4035.

### **12.2 Service Upon Co-Owners and Others**

Service of a notice or demand to one of the co-Owners of any Lot, to any general partner of a partnership which is the Owner of Record of the Lot, or to any officer or agent for service of process of a corporation which is the Owner of Record of the Lot, shall be deemed delivered to all such co-Owners, to such partnership, or to such corporation, as the case may be.

### **12.3 Deposit in United States Mail**

All notices and demands served by first-class or certified mail, with postage prepaid, shall be deemed delivered five days after deposit in the United States mail in Santa Barbara County, California.

**ARTICLE XIII: NO PUBLIC RIGHTS IN THE PROPERTY**

**13.1 No Public Rights in the Property**

Nothing contained in this Declaration shall be deemed to be a gift or a dedication of all or any portion of the Property to the general public or for any public use or purpose whatsoever.

## **ARTICLE XIV: INTERPRETATION OF THE GOVERNING DOCUMENTS**

### **14.1 Interpretations**

- a) Civil Code Updates. Any reference in this Declaration to a specific section of the Civil Code includes said section or comparable superseding statutes. In the event that Civil Code sections referenced in this Declaration are amended or superseded by another, similar provision of the California statutes, the changes shall be deemed amended, without the necessity of further Owner approval, to correspond to the amended or successor Civil Code provision.
- b) Governing Documents Updates. In the event that any Governing Document referenced in this Declaration is amended or superseded by another, similar provision, the changes shall be deemed amended, without the necessity of further Owner approval, to correspond to the amended or successor provision of the Governing Documents.
- c) Restrictions Construed Together. All of the CC&Rs shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Properties as set forth in the Recitals of this Declaration. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce that provision in a subsequent application or any other provision.
- d) Singular Includes Plural. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter, as the context requires.
- e) Captions. All captions or titles used in this Declaration are intended solely for convenience of reference and shall not affect the interpretation or application of that which is set forth in any of the terms or provisions of the Declaration.
- f) Exhibits. All exhibits to which reference is made herein are deemed to be incorporated herein by reference, whether or not actually attached.

## **ARTICLE XV: GENERAL PROVISIONS**

### **15.1 Term**

These Restrictions shall run until August 1, 2041, unless amended as provided in this Declaration. After August 1, 2041, these Restrictions shall be automatically extended for successive periods of 10 years each, unless extinguished by a written instrument executed by a least 3/4 of the record Owners of the Property, and the recordation of such instrument with the County Recorder of Santa Barbara County.

### **15.2 Amendment.**

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

### **15.3 Enforcement**

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Every act or omission whereby any provisions of this Declaration is violated in whole or in part, including specifically the erection, alteration, or maintenance of any Structure without the approval of the Architectural Committee, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by Declarant, the Association, or by any Owner.

### **15.4 Severability.**

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

### **15.5 Mortgages.**

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



THEREFORE, the Board President and Board Secretary having duly certified that more than 51% of the Voting Interest in the Association has approved this Second Restated Declaration, Declarant has made and executed this Declaration on the day and year stated in the first paragraph of this Declaration.

WOODSTOCK PROPERTY OWNERS ASSOCIATION,  
a California nonprofit mutual benefit corporation

By  \_\_\_\_\_  
Susan Weber, Board President

By  \_\_\_\_\_  
Barbara Cox-Winter, Board Secretary

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SANTA BARBARA

On 30<sup>TH</sup> JULY 2022 before me, STEPHEN DRUIAN, Notary Public,  
(Here insert name and title of the officer)

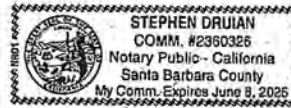
personally appeared SUSAN WEBER & BARBARA COX-WINTER

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Stephen Druián  
Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_