EXHIBIT FOURTH to
Residential Lot Lease

UNIVERSITY OF CALIFORNIA SANTA BARBARA

WEST CAMPUS POINT PROPERTY USE AND MAINTENANCE REGULATIONS

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UNIVERSITY OF CALIFORNIA SANTA BARBARA

WEST CAMPUS POINT PROPERTY USE AND MAINTENANCE REGULATIONS

By purchasing a Residence through the University of California Santa Barbara Housing Program, each Owner has made a substantial investment in, and a commitment to, the development of an academically-oriented community that will remain a pleasant and enjoyable place in which to live. The following Regulations are designed to ensure that West Campus Point remains an aesthetically pleasing and attractive community and that property within the community is not used in any way that would adversely affect the quality of community life for all Owners. Most of these Regulations are administered by an Architectural Review Board, a majority of the members of whom are appointed by the Chancellor of UCSB, although The Regents retains ultimate responsibility for enforcement of the Regulations.

ARTICLE I - DEFINITIONS

As used in these Regulations, all capitalized terms shall, unless otherwise indicated, have the same meanings as set forth in the Residential Lot Lease for your Residential Lot. In addition:

(1) "Architectural Guidelines" means the Architectural Guidelines from time to time issued or amended by the ARB as provided in Section 5.06 of these Regulations;

(2) "Architectural Review Board" or "ARB" means the Architectural Review Committee established pursuant to Article IX, Section 2 of the Declaration;

(3) "Association" means West Campus Point Homeowners Association, a California mutual benefit corporation, its successors and assigns;

(4) "Building Code" means the latest edition of the Uniform Building Code as used by the County of Santa Barbara, with such modifications, exclusions, or supplements/replacements as the ARB may, from time to time, permit or require;

(5) "Common Area" means that portion of the Property leased pursuant to the Common Area Lease by The Regents to the Association for the common use and enjoyment of the Owners. The Common Area (as of the date of lease of the first Residential Lot) consists of those areas described as lot 66, on the

description attached as Exhibit A to the Declaration, which is incorporated herein by reference;

(6) "Declaration" means the Declaration of Covenants, Conditions and Restrictions of West Campus Point Planned Unit Development (the "CC&Rs"), recorded December 11, 1986, as Instrument No.1986081389 in the Office of the Recorder of Santa Barbara County, California;

(7) "Owner" means the lessee, whether one or more persons or entities, of a Residential Lot pursuant to a Residential Lot Lease, who owns the Residence, if any, erected on such Residential Lot;

(8) "Property" means the parcel of land, including all Residential Lots, described in Exhibit A of the Declaration;

(9) "Regents" means The Regents of the University of California;

(10) "Residence" means a residential structure or structures, including patio areas, enclosed yards, and garages located on a Residential Lot;

(11) "Residential Lot" or "Residential Lots" means any of lots 1 through 65 within the Property which are or will be improved with an attached or detached single family dwelling;

(12) "Residential Lot Lease" means any lease between The Regents as lessor and an Owner or Owners for a Residential Lot;

(13) "Rules and Regulations" or "Regulations" means these Property Use and Maintenance Regulations;

(14) "Statement of Compliance" means any Statement of Compliance issued by the ARB pursuant to the provisions of Section 2.06 of these Regulations;

(15) "Structure" means:

(i) Any thing or object the placement of which upon any Residential Lot may affect the appearance of such Residential Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, sign, signboard, temporary or permanent living quarters (including any house trailer), or any other temporary or permanent improvement to such Residential Lot; and

(ii) Any excavation, grading, fill, ditch, diversion dam, or other thing or device which affects or alters the natural

flow of surface waters from, upon, or across any Residential Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash, or drainage channel from, upon, or across any Residential Lot;

(16) "UCSB" means the University of California Santa Barbara.

(14) "University" means the University of California.

ARTICLE II - RESTRICTIONS RESPECTING CONSTRUCTION AND IMPROVEMENTS

Section 2.01. Submission of Plans and Specifications.

(a) No Structure shall be commenced, erected, placed, moved onto, or permitted to remain on any Residential Lot, nor shall any existing Structure upon any Residential Lot be altered in any which (i) affects the exterior appearance of any Structure or Residential Lot or (ii) affects the interior design or structural integrity of any Structure, unless plans and specifications therefor shall have been submitted to and approved in writing by the ARB. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required in the Architectural Guidelines.

(b) All plans and specifications submitted pursuant to subsection (a) of this Section 2.01 shall be reviewed and accepted or rejected by the ARB in accordance with the procedures set forth in subsection (c) of Section 5.05 of these Regulations.

Section 2.02. Notices to Adjoining Owners. Although the approval of Owners holding adjoining Lots is not required as a condition of approval by the ARB of particular plans and specifications submitted to it, such adjoining Owners must be advised of the proposed work for which ARB approval is sought and be given an adequate opportunity (within the time limits described in subsection (c) of Section 5.05 of these Regulations) to file comments with the ARB with respect to such work. No application for ARB approval shall be considered complete unless accompanied by evidence, in such form as the ARB finds acceptable, that adjoining Owners have been notified concerning the pending application.

Section 2.03. Approval of Plans and Specifications. Upon approval by the ARB of any plans and specifications submitted pursuant to these Regulations, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the ARB, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Residential Lot or Structure of any plans and

specifications shall not be deemed a waiver of the ARB's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features, or elements are subsequently submitted for use in connection with any other Residential Lot or Structure. Approval of any such plans and specifications relating to any parcel or Structure, however, shall be final as to that Residential Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

Section 2.04. Disapproval of Plans and Specifications.

(a) Subject to the provisions of subsection (b) of this Section 2.04, the ARB shall have the right to disapprove any plans and specifications submitted pursuant to these Regulations because of any of the following:

(i) The failure to include information in such plans and specifications as may have been reasonably requested;

(ii) The failure of such plans and specifications to comply with the Building Code, these Regulations, or the Architectural Guidelines; or

(iii) Any other matter which, in the judgment of the ARB, would be likely to cause the proposed installation, construction, or alteration of a Structure (A) to fail to be in harmony of external design and general quality with the existing Structures on the Property or (B) as to location to be incompatible with topography, finished ground elevation, and surrounding Structures.

(b) All plans and specifications submitted for review by the ARB are also subject to review and approval by the Chancellor of UCSB. The Chancellor is not required to abide by the determination of the ARB. Accordingly, the ARB shall have the right to disapprove any plans and specifications submitted pursuant to these Regulations if such plans and specifications are disapproved by the Chancellor, regardless of the reasons for such disapproval by the Chancellor. There is no right to appeal to the Chancellor with respect to determinations of the ARB, appeals in such circumstances being governed exclusively by the provisions of Section 5.05(d) of these Regulations.

(c) In any case in which the ARB shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ARB shall, if requested, make reasonable efforts to assist and

advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

Section 2.05. Inspection Rights. To ascertain whether the installation, construction, alteration, or required maintenance of any Structure is in compliance with the provisions of these Regulations, as well as with any approvals or conditional approvals of the ARB, any employee or agent of the ARB may, after reasonable notice to the Owner concerned and at any reasonable time, enter upon any Residential Lot (but not the interior of any housing unit). Neither the ARB, The Regents, nor any employee or agent of The Regents shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided that such inspection is carried out in accordance with the terms of this Section 2.05.

Section 2.06. Statement of Compliance.

(a) Upon completion of the installation, construction, or alteration of any Structure in accordance with plans and specifications approved by the ARB, the ARB shall, upon written request of the Owner owning such Structure or upon the ARB's own initiative, issue a Statement of Compliance, identifying such Structure and the Residential Lot upon which such Structure is placed, and stating that the plans and specifications have been approved and that such Structure complies with such plans and specifications. A copy of said Statement of Compliance shall be filed for permanent record with the plans and specifications on file with the ARB.

(b) Any Statement of Compliance issued in accordance with the provisions of this Section 2.06 shall be prima facie evidence of the facts therein stated; and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such Statement of Compliance shall be conclusive evidence that all Structures on the Residential Lot comply with all the requirements of this Article II, provided that the Statement of Compliance shall in no way be construed to certify the acceptability, sufficiency, or approval by the ARB of the actual construction of Structures or of the workmanship pertaining thereto, or to represent or warrant to anyone the quality, function, or operation of the Structures or of any construction, workmanship, engineering, materials, or equipment related thereto.

Section 2.07. Fees. The ARB may impose and collect reasonable and appropriate fees from each applicant seeking its approval pursuant to the provisions of these Regulations to cover the ARB's costs of operation, including but not limited to (i) the cost of examination of any plans and specifications submitted for approval pursuant to these Regulations, (ii) the cost of inspections or tests performed pursuant to Section 2.05 of these Regulations, and (iii) reimbursements to members of the

ARB pursuant to Section 5.03 of these Regulations. Such fees shall be established from time to time by the ARB and published in the Architectural Guidelines.

ARTICLE III - RESTRICTIONS RESPECTING USE AND MAINTENANCE

All restrictions set forth in this Article should be in addition to and not a replacement of any other restrictions in the CC&Rs which may be applicable to an Owner. In the case of a conflict between these Regulations and the CC&Rs, the CC&Rs shall control.

Section 3.01. Conformity to Building Code.

(a) Except to the extent expressly waived by the ARB, no construction may be undertaken and no Structure may be erected on any Residential Lot unless such construction and Structure conform to the requirements of the Building Code.

(b) To ensure compliance with the Building Code, all Structures on the Property and all work related thereto shall be subject to plan checks, inspections and tests by the County of Santa Barbara, or by such other persons or entities as the ARB may designate, such plan checks, inspections and tests shall be paid for by the Owner concerned.

Section 3.02. Business Usage Prohibited. No Residential Lot or Residence shall be used except for residential purposes. No part of any Residence shall be used except for residential purposes. No part of any Residence shall ever be used or allowed, authorized or caused to be used in any way, directly or indirectly, for any business, commercial, manufacturing, merchantable, storage, or other nonresidential purpose, except for professional or academic endeavors not requiring the continuing presence of any employee or business invitee.

Section 3.03. Solid Waste.

(a) No person shall dump or burn rubbish, garbage or any other form of solid waste on any Residential Lot or the Common Area.

(b) Except for building materials employed during the course of construction of any Structure approved by the ARB, no lumber, metals, bulk materials, or solid waste of any kind shall be kept, stored or allowed to accumulate on any Residential Lot or the Common Area unless such item is screened from view or otherwise handled in a manner approved by the ARB.

(c) Each Owner shall arrange for the regular removal of rubbish, garbage or other form of solid waste from his or her

Residence or Residential Lot and shall ensure that all refuse, containers, wood piles and storage areas shall be obscured from the view of adjoining residences and streets by a fence or appropriate screen approved by the ARB. If rubbish, garbage or other form of solid waste is to be disposed of by a regular collection, containers may be placed in the open on any day that a pickup is to be made, in order to provide access to persons making such pickup. The ARB may make further guidelines relating to the type of containers permitted, the manner of storage, and the place of pickup.

Section 3.04. Offensive Activities. No Owner will use or permit any Residential Lot or Residence to be used in a way which creates a nuisance or which interferes with the quiet enjoyment of other Owners, nor shall an Owner permit anything to be done or kept in or on his or her Residential Lot or in the Common Area which will increase the rate of insurance thereon or will obstruct or interfere with the rights of other Owners, their families, guests or invitees, nor annoy them by unreasonable noises, vibrations, bright or flashing lights, or otherwise.

Section 3.05. Children. Each Owner shall be accountable to the remaining Owners, their families, visitors, guests and invitees for the conduct and behavior of his or her children and any other children residing and/or visiting his or her Residence.

Section 3.06. Pets and Animals. No animals, including birds, insects and reptiles other than two usual and ordinary pets (exclusive of tropical fish but including caged birds) shall be permitted on any Residential Lot or in any Structure located thereon. No such animal shall be allowed to become a nuisance and such pets shall not be allowed in the Common Area except as permitted by the Association. Each Owner shall be absolutely liable to each and all remaining Owners, their families, visitors, guests and invitees for any damage to person or property caused by any pet of an Owner or his or her family, guests, invitees or tenants. No Structure for the care, housing or confinement of any animal shall be constructed or altered on any Residential Lot unless plans and specifications for said Structure have been approved by the ARB.

Section 3.06. Signs.

(a) No signs whatsoever (including but not limited to commercial and similar signs) shall, without the ARB's prior written approval therefor, be installed, altered or maintained on any Residential Lot, or in any portion of any Structure visible from the exterior thereof, except:

(i) Such signs as may be required by legal proceedings;

(ii) A single "For-Sale" sign not larger than is reasonable and customary in the area; and

(iii) Directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ARB.

(b) During construction of any Structure, no more than one job identification sign shall be erected, and no "Sold" sign shall be installed or maintained on any Residential Lot or Structure.

(c) Exterior graphics which are incorporated into the design of any Structure shall require the prior written approval of the ARB.

Section 3.08. Setbacks. In approving plans and specifications for any proposed Structure, the ARB may establish setbacks for the location of the Structure. No Structure shall be erected or placed on any Residential Lot unless its location is consistent with such setbacks.

Section 3.09. Fences and Screens. No fences, awnings, ornamental screens, sunshades or walls of any nature shall be erected or maintained on or around any portion of a Residential Lot or Structure except those that are installed in accordance with plans and specifications which have received the prior written approval of the ARB.

Section 3.10. Drainage and Erosion Control.

(a) All water drainage and runoff from any Structure on a Residential Lot shall drain or flow only into adjacent streets or designated drainage areas and shall not be allowed to drain or flow upon, across or under, any other portion of the Property unless an easement for such purpose has been granted.

(b) No activity which may create erosion or siltation problems shall be undertaken on any Residential Lot without the prior written approval of the ARB of plans and specifications for the prevention and control of such erosion or siltation. The ARB may, as a condition of approval of such plans and specifications, require the use of certain means of preventing or controlling such erosion or siltation, including, without limitation, physical devices for controlling runoff and drainage of water, special precautions in grading or otherwise changing the natural landscape, and required landscaping as provided in Section 3.11 of these Regulations.

Section 3.11. Landscaping. No construction or alteration of any Structure or any portion of the Common Area shall be undertaken without the prior written approval by the ARB of plans

and specifications for the landscaping and soil improvement to accompany such construction or alteration.

Section 3.12. Trees. No Owner shall cut, trim, prune, remove, replace or otherwise alter or affect the appearance or location of any tree, plant or other vegetation located in any portion of the Common Area without the prior written consent of the ARB. Except for trees planted by an Owner wishing to remove the same, and except as expressly permitted by the ARB, no tree having a diameter of six inches or more (measured from a point two feet above ground level) shall be removed from any Residential Lot unless such removal is in conformity with approved landscaping plans and specifications submitted pursuant to the provisions of Section 3.11 of these Regulations. The ARB may recover, on behalf of the Association or The Regents, from any Owner violating this Section the cost of restoring and replacing any such tree.

Section 3.13. Chemical Fertilizers, Herbicides and Pesticides. No chemical fertilizers, herbicides or pesticides shall be used on any part of the Property, except for products which are available for consumer use through retail sources, or approved by the appropriate federal, state and local government agencies, and are used in conformity with the manufacturer's directions and for the purposes approved by such governmental agencies.

Section 3.14. Antenna and Other Equipment. No television or radio poles, antenna, satellite transmission or reception equipment, flagpoles, air conditioning or heating units, clothesline or external fixtures, other than those installed by The Regents or approved by the ARB and any replacements thereto shall be constructed, erected or maintained on or within any part of the Property. Each Owner shall have the right to maintain television or radio antennae within enclosed or completely screened portions of his or her Residence. The location of common antennae or connection facilities for cable television shall be solely as designated by the ARB.

Section 3.15. Parking, Storage and Repair of Vehicles.

(a) The ARB shall have the right to regulate overnight parking of motor vehicles on streets within the Property, as well as the parking or storage of any boat, trailer, recreational vehicle, camper, motorhome, truck, commercial vehicle or any other vehicle too large to fit in a normal residential garage. No such vehicle shall be used as a living area while located within the Property. Such a vehicle may not be stored within the Property unless it is the Owner's principal means of transportation.

(b) No vehicle repairs other than oil changes, minor tune-ups or simple repairs that could be completed within one or

two hours shall be commenced upon any driveway, parking area or other visible place within the Property. No waste fluids, parts or other materials shall be dumped or drained on or into any part of the Property. No vehicle that is not in good working order shall remain for more than seventy-two (72) hours on any part of the Common Area, parking areas or driveways.

Section 3.16. Mailboxes. No exterior mailbox or other receptacle for the delivery or dispatch of mail, packages, newspapers, periodicals or similar matter shall be constructed or altered upon any Residence or Residential Lot without the prior written approval of the ARB.

Section 3.17. Outside Storage. No Owner shall park or store machinery, equipment, baby carriages, playpens, bicycles, wagons, benches or chairs on any part of the Common Area or on any Residential Lot unless screened by enclosures, fences or other devices in a manner approved by the ARB. Such personal property may be used for its ordinary purpose in the Common Area or on a Residential Lot, and it may be stored in storage areas, if any, as may designated by the Association or the ARB for that purpose.

Section 3.18. Exterior Lighting. Erection or alteration of any exterior lighting on any Residential Lot or Structure shall be subject to the prior written approval of the ARB of plans and specifications for such lighting, including the design, location and direction thereof.

Section 3.19. Poles and Wires. All wires for the transmission of electricity, telephone messages, cable television or the like shall be installed below the surface of the ground and no poles and above ground wires therefor shall be installed on any Residential Lot or any Structure or except on a temporary basis as approved by the ARB.

Section 3.20. Window Coverings. Windows in any Structure on any Residential Lot may be covered only by drapes, shades, blinds or shutters and may not be painted or covered by aluminum foil, cardboard or any other material not approved by the ARB.

Section 3.21. Pests. No Owner shall permit any condition to exist on his or her Residential Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects or vermin.

Section 3.22. Alterations. No Owner shall make any alterations or modifications to any portion of the Common Area, nor shall any Owner make any alterations or modification to the exterior of any Structure or to any fence, railing or wall situated upon a Residential Lot without the prior written consent of the ARB. Any structural, plumbing or electrical modification, alteration or addition to or of a Structure shall require the prior written consent of the ARB.

Section 3.23. Maintenance. Except as provided in the CC&Rs with respect to maintenance by the Association and with respect to party wall repairs, each Owner shall be responsible for maintaining the Structures comprising his or her Residence, including the equipment and fixtures in the Structure, and its walls, attics, roof, ceilings and doors in a clean, sanitary, workable and attractive condition. Each Owner shall also be responsible for maintenance, repair, and replacement as needed of all plumbing, electrical, heating, air conditioning and gas lines, conduits, apparatus and equipment within his or her Residence and for repair, replacement and cleaning as needed of the windows and glass of his or her Residence.

ARTICLE IV - PARTY WALLS AND COMMON ROOF AREAS

All matters or disputes involving a wall which is built as part of the original construction of a Structure and which is on the dividing line between two Lots under different ownership ("Party Wall"), or each roof area which covers portions of one Structure located on two or more Lots under different ownership ("Common Roof Area") shall be governed first by Article VII, section 3 of the CC&Rs and to the extent not inconsistent therewith by the general rules of California law regarding party walls and common roof areas.

ARTICLE V - ARCHITECTURAL REVIEW BOARD

Section 5.01. Establishment and Composition.

(a) No later than the time of the sale of the first Residence, the University is required under the CC&Rs to appoint an Architectural Review Board for the purpose of performing the architectural review and other functions assigned to the ARB in these Regulations. At the University's option, the ARB may be organized as a California nonprofit public benefit corporation.

(b) The ARB shall consist of either three (3) or five (5) members, all of whom shall be appointed by the Chancellor of UCSB, provided that, prior to one (1) year after the first sale of a Residence, at least a majority of the members of the ARB may be appointed by the Chancellor of UCSB and the remaining members of whom may be appointed by the Association.

(c) All members of the ARB shall be appointed or elected for terms of two (2) years and those appointed by the Chancellor of UCSB may be removed by the University at any time for any reason or no reason. An ARB member appointed by the Association may be removed only for cause. ARB members may be appointed to serve successive terms.

Section 5.02. Vacancies. If any vacancy shall occur in the membership of the ARB by reason of death, resignation, removal, or otherwise, the remaining members shall continue to act and shall within thirty (30) days after such vacancy occurs, unless the Chancellor of UCSB or the Association shall designate a successor for a member appointed by such body, appoint a successor member to fill the balance of the unexpired term. Any member may resign at any time by written notice to the Chancellor of UCSB, and such resignation shall take effect upon receipt thereof by the Chancellor unless the notice specifies some other effective date.

Section 5.03. Officers and Compensation.

(a) The members of the ARB shall appoint a Chairman from among their number.

(b) The members of the ARB shall serve without compensation, provided that The Regents may reimburse the members for reasonable out-of-pocket expenses incurred in the performance of their duties as members to the extent that such expenses are not reimbursed by the ARB from the fees charged for its services pursuant to Section 2.07 of these Regulations.

Section 5.04. Conflicts of Interest. No member of the ARB may participate in any decision of the ARB on a matter in which he has a direct or indirect financial or professional interest, or on a matter in which he or any firm with which he is associated has provided professional consultative services for a fee to any party whose application is before the ARB, provided that if two (2) or more members may not participate in the making of a decision because of disqualification as provided herein, The Regents or the Association, as the case may require, shall name a substitute member to act only on the matter resulting in the disqualification. For a period of one (1) year after his service on the ARB, no former member may represent any person before the ARB where that former member has previously participated in decisions affecting such person. Each member of the ARB shall inform the ARB in writing of any direct or indirect financial or familial relationship which he may have with any applicant within the Property or with such applicant's builder or architect. Such disclosure shall be made within fifteen (15) days of any action by an applicant which makes the disclosure relevant.

Section 5.05. Operations of the ARB.

(a) The ARB shall maintain both a record of votes and minutes for each of its meetings. The ARB shall routinely forward copies of such records and minutes to The Regents and the Association and shall, additionally, make them available at reasonable places and times for inspection by each Owner.

(b) In carrying out its functions under these Regulations, the ARB shall be governed by the Architectural Guidelines described in Section 5.06 of these Regulations. In applying such Architectural Guidelines, the ARB shall, as required, make findings, determinations, rulings, and orders with respect to the conformity with such Guidelines of plans and specifications submitted for approval to the ARB pursuant to the provisions of these Regulations. The ARB shall, as required, issue permits, authorizations, or approvals, which may include specified requirements or conditions, pursuant to the provisions of these Regulations.

(c) The decision of a majority of the members of the ARB with respect to any application or request pending before the ARB shall be final and binding upon the person making such request or application. The ARB shall be required to render decisions on matters pending before it within forty-five (45) days after the receipt by the ARB of a request or application submitted by an Owner or prospective Owner, which request or application is complete in all respects under the requirements of these Regulations and the Architectural Guidelines. If the ARB fails to act upon any request or application within the above-stated time period, such request or application shall be deemed approved.

(d) If an Owner receives a decision of the ARB which he or she deems to be unsatisfactory, the Owner may petition the Chancellor of UCSB for review of such decision. The Chancellor may, but shall not be obligated to appoint one or more persons as a committee of review. If such a committee is appointed, it will conduct a hearing at which the Owner and the ARB may present their respective positions. The committee will render its decision within (5) five business days of the hearing; failure to render a decision within such period will be deemed to be an affirmation of the decision of the ARB. The decision of the review committee shall be final and binding with respect to any issue accepted for review. If the Chancellor fails to accept a matter for review within 60 days after receiving a request from an Owner, the decision of the ARB shall be final and binding.

(e) The ARB may, from time to time, prepare and recommend for approval to the Chancellor of UCSB amendments to the Architectural Guidelines which the ARB believes necessary or desirable to implement the provisions of these Regulations.

Section 5.06. Architectural Guidelines.

(a) The Chancellor of UCSB has the right to approve and adopt and may, from time to time upon recommendation of the ARB or in his or her own discretion, amend Architectural Guidelines for the purpose of:

(i) Governing the form and content of plans and specifications to be submitted for approval pursuant to the provisions of these Regulations;

(ii) Governing the procedure for such submission of plans and specifications; and

(iii) Establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of Structures, and all other matters that require approval by the ARB pursuant to these Regulations.

(b) Subject to the provisions of Section 2.04 of these Regulations, the Architectural Guidelines, as approved or amended by the Chancellor of UCSB, shall be binding upon the ARB and shall be used by the ARB in making decisions as described in subsection (b) of Section 5.05 of these Regulations. The ARB shall make a published copy of the current Architectural Guidelines readily available to all applicants seeking the ARB's approval and to each Owner.

ARTICLE VI - ENFORCEMENT

Section 6.01. Right of Enforcement. The Chancellor of UCSB, and The Regents, acting upon the recommendation of the ARB, shall have the right to enforce the provisions of these Regulations by appropriate judicial proceedings, including actions for damages, injunction, or specific performance, as well as any other relief to which The Regents may be entitled at law or in equity. Such right of enforcement shall be in addition and supplemental to any right which The Regents may have to declare an Owner in default under the Residential Lot Lease as a result of the Owner's violation of the provisions of these Regulations.

Section 6.02. No Waiver. The failure of The Regents or the ARB to enforce any provision of these Regulations in one or more instances shall not be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

Section 6.03. Right of Abatement.

(a) In the event of a violation or breach of any provision of these Regulations, the ARB may give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of such written notice, then The Regents, acting on the

recommendation of the ARB, shall have the right of abatement in subsection (b) of this Section 6.03.

(b) The right of abatement, as used in this Section 6.03, means the right of The Regents, through its agents and employees, to enter at reasonable times upon any Residential Lot or Structure, as to which a violation, breach, or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach, or other condition which may exist thereon contrary to the provisions of these Regulations, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions; provided that such entry and such actions are carried out in accordance with the provisions of this Section 6.03.

(c) All reasonable costs incurred by the ARB or The Regents in exercising its right of abatement as provided in this Section 6.03 shall be chargeable to the Owner with respect to whose Residential Lot such actions in abatement are taken, and failure to pay when due such charges shall be regarded as a breach of the Residential Lot Lease. Such charges shall be due and payable thirty (30) days after a statement therefor has been rendered by The Regents to the Owner unless The Regents in its sole discretion, agrees to a more extended repayment period.

ARTICLE VII - AMENDMENTS AND CONFLICTS

Section 7.01. Amendments. These Regulations may be amended by The Regents only after (i) delivery to all Owners of an amendment prepared by The Regents in a written notice, and (ii) after expiration of thirty (30) days from the date of delivery of such notice, during which period any Owner and/or the Association may provide written comments to The Regents regarding the proposed amendment. For purposes of this Article VII, the term "Owner" shall be deemed to include any lawful successor or assignee of an Owner, including without limitation any lender.

Section 7.02. Conflicts. In the event of any conflict between the provisions of these Regulations and the provisions of the Architectural Guidelines, the provisions of these Regulations shall govern. In the event of any conflict between the provisions of these Regulations or the Architectural Guidelines and the provisions of the Residential Lot Lease or the CC&Rs, the provisions of the Residential Lot Lease or the CC&Rs shall govern.