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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WEST CAMPUS POINT PLANNED UNIT DEVELOPMENT

COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

December 8, 1986

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EXHIBIT A: Descriptions and/or Record of Survey of Project

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF WEST CAMPUS POINT PLANNED UNIT DEVELOPMENT

THIS DECLARATION is made on December 8, 1986, by The Regents of the University of California, a California public corporation ("Declarant").

RECITALS

A. Declarant is the Owner of real property located at West Campus Point, unincorporated area, Santa Barbara County, State of California, described in Exhibit A (the "Property").

B. Declarant intends to improve the Property for residential purposes and hereby establishes a general plan, set forth in this Declaration, for the subdivision, improvement and long-term leasing of certain lots and the collective use of the remainder of the Property in common, which together shall constitute the "Project." Declarant seeks to secure the harmonious and uniform development of the Property and the Project in accordance with the plan.

NOW, THEREFORE, Declarant hereby declares that the Project shall be held, sold and conveyed subject to the following declaration as to division, leasehold interests, easements, rights, liens, covenants, servitudes, restrictions, limitations, conditions and uses to which the Project may be put, hereby specifying that such Declaration shall operate for the mutual benefit of all Owners of the Project and shall constitute covenants to run with the land, as well as equitable servitudes, and shall be binding on and for the benefit of the Project and each lot and area thereof, Declarant, its successors and assigns, the Association (as hereinafter defined), its successors and assigns, and all subsequent Owners of all or any part of the Project, together with their grantees, successors, heirs, executors, administrators, devisees and assigns, for the benefit of the Project, and shall, further, be imposed upon all the Project as equitable servitudes in favor of each and every lot and the Owner thereof as the dominant tenement.

ARTICLE I - DEFINITIONS

The following definitions apply in construing the provisions of this Declaration:

1. Architectural Review Board or ARB means the Architectural Review Committee established pursuant to Article IX, Section 2 of these Covenants, Conditions and Restrictions.

the Association as the same may be duly amended from time to time.

3. Association means West Campus Point Homeowners Association, a California mutual benefit corporation, its successors and assigns.

4. Board or Board of Directors may be used interchangeably herein and shall mean the Board of Directors of the Association as the same may, from time to time, be constituted.

5. Bylaws means the Association's Bylaws and any amendments thereto.

6. Common Area means the real property within the Project leased pursuant to the Common Area Lease by the Declarant 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, which is incorporated herein by reference.

7. Common Area Lease means the ground lease (or any amendment thereof, or addition or successor thereto) between Declarant as lessor and the Association as lessee for all land within the Property other than that conveyed or to be conveyed pursuant to Residential Lot Lease.

8. The County means the County of Santa Barbara, State of California.

9. Declarant means The Regents of the University of California, its successors and assigns.

10. Declaration means this Declaration of Covenants, Conditions and Restrictions, together with any amendments, supplements or modifications hereto.

11. Deed of Trust shall mean and be synonymous with the word Mortgage and the same may be used interchangeably with the same meaning; likewise, the word Trustor shall be synonymous with the word Mortgagor, and the word Beneficiary shall be synonymous with the word Mortgagee.

12. Member means every person or entity who holds a membership in the Association.

13. Mortgage shall mean any security device encumbering all or a portion of the Project or any Residential Lot Lease, and the term Mortgage shall include Deed of Trust.

14. Mortgagee means a person or entity to whom a Mortgage is made or who otherwise is a holder of a mortgage;

Mortgagor means a person or entity who mortgages his or its property to another, i.e., the maker of a Mortgage.

15. 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, but excluding those having such interests merely as security for the performance of an obligation. Owner shall also include the Declarant if Declarant owns a Residence and a contract vendee under a real property sales contract, provided that such contract complies with the provisions of Sections 2985-2985.6 of the California Civil Code.

16. Person means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency or other legal or commercial entity as the context may require.

17. Property means the parcel of land, including all Residential Lots, described in the Recitals.

18. Residence means a residential structure or structures, including patio areas, enclosed yards, and garages located on a Residential Lot.

19. Residential Lot or Residential Lots means any of lots 1 through 65 within the Project as indicated on Exhibit A attached hereto, which are or will be improved with an attached or detached single family dwelling, none of which is a part of the Common Area.

20. Residential Lot Lease means any lease between Declarant as lessor and an Owner or Owners for a Residential Lot.

21. Rules and Regulations means (i) those rules and regulations adopted by the Association or its Board, including any amendments or additions thereto, and (ii) the Property Use and Maintenance Regulations promulgated by the Declarant pursuant to the Residential Lot Leases.

22. Single Family means one or more persons, each related to the other by blood, marriage or legal adoption, or a group of not more than four (4) persons not so related, together with his, her or their domestic servants, maintaining a common household.

ARTICLE II - COMMON AREA

The Association shall, prior to Declarant's transfer of a leasehold interest in the first Residential Lot, become the lessee of the Common Area pursuant to the Common Area Lease. The Owner of each Residence shall have a right and easement of

enjoyment in and to the Common Area which will be appurtenant to and pass with each transfer, whether voluntary or involuntary of title to the Residence and of the lessee's interest in the Residential Lot. However, such right and easement of enjoyment shall be subject to the provisions of this Declaration, including the rights of the Association and Declarant to exercise all powers and perform all duties set forth in this Declaration, the Articles, the Bylaws, the Common Area Lease and the Residential Lot Leases. No Owner may separate such right and easement of enjoyment from the leasehold interest to his or her Residential Lot, although an Owner may delegate his or her right of enjoyment of the Common Area to the members of Owner's family and to such tenants as are authorized in this Declaration.

ARTICLE III - ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Membership. An Owner shall automatically, upon becoming the record Owner of a Residence, be a Member of the Association and shall remain a Member until his or her ownership ceases for any reason, at which time his or her Membership shall automatically cease. Such Membership shall be appurtenant to and pass with the ownership of such Residence. The Membership shall not be transferred, pledged or alienated in any way, except upon and with the transfer of such Residence. Any transfer of a Membership prohibited by this section shall be void and shall not be reflected upon the Association's books and records. If the Owner of any Residence fails to transfer such Membership appurtenant thereto upon any transfer, whether voluntary or involuntary, of the Residence, the Association shall have the right to record the transfer upon its books, and thereupon the Membership outstanding in the name of the prior Owner shall be null and void.

2. Voting Power of Association. The Association shall have a single class of voting membership. Members shall be all Owners and shall be entitled to one vote for each Residence owned. If more than one person holds an interest in any Residence, all such persons shall be Members. The vote for such Residence shall be exercised as the Members among themselves determine, but in no event shall more than one vote be cast with respect to any Residence.

3. Joint Owner Disputes. The vote attributable to each Residence may not be cast on a fractional basis. If a Residence has more than one Owner and the Owners are unable to agree 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 attributable to a Residence, it will thereafter be conclusively presumed that the vote was cast with the authority and consent of all other Owners of the same Residence. If more than one vote attributable to a Residence is cast, none of such votes shall be counted, and all of such votes shall be deemed void.

4. Cumulative Voting. The election of directors to the Board shall be by cumulative voting as described herein, provided any one Owner has placed a candidate's name in nomination prior to the voting and given notice at the meeting prior to the voting of the Owners' intention to cumulate votes. If the required number of Owners have given such notice, then all Owners have the right to cumulate their votes for candidates in nomination. Under cumulative voting, each Owner, either in person or by proxy, may give a single candidate the number of votes equal to the number of Directors to be elected multiplied by the number of votes the Owner is entitled to exercise under this Declaration, or the Owner may distribute such cumulated votes among any two or more candidates as the Owner desires. The candidates receiving the highest number of votes up to the number of Board members to be elected shall be elected; provided, however, that one member of the Board shall be elected solely by the vote of the Owners other than the Declarant.

5. Removal of Directors. The entire Board or any individual Director may be removed from office in the manner provided in the Bylaws; provided, however, that unless the entire Board is removed, an individual Director shall not be removed prior to expiration of his or her term if the votes against his or her removal would have been sufficient to elect that Director if cast cumulatively at an election at which the same total number of votes were cast and all Directors authorized at the time of the most recent election of that Director were being elected.

ARTICLE IV - POWERS, RIGHTS AND DUTIES OF THE ASSOCIATION AND MEMBERS

1. Association Powers. The Association shall have the power, right and duty, in addition to those provided elsewhere in this Declaration, the Articles of Incorporation and the Bylaws to:

- (a) Enforce, by any proceeding at law or in equity, and comply with the provisions of this Declaration;
- (b) Pay taxes, special assessments and other liabilities which are or would become a lien on the Common Area, or any portion thereof;
- (c) Levy assessments and perfect and enforce liens as hereinafter provided;
- (d) Borrow funds to pay the costs of operation, secured by assignment or pledge of rights against delinquent Owners; provided, however, that the vote of the majority of Members and the consent of the Declarant shall be required to

borrow in excess of \$100 times the number of Residences in the Project; and

(e) Make reasonable Rules and Regulations for the operation and use of the Project and to amend them from time to time.

Whenever this Declaration or the Bylaws require the approval, consent or action of the Association, said approval, consent or action shall be that of the Board unless otherwise provided by this Declaration or the Bylaws. The prevailing party in any legal action brought by the Association shall be entitled to recover costs and reasonable attorneys' fees. Failure by the Association to enforce any covenant or restriction herein shall not be deemed a waiver of the right to do so thereafter.

2. Members' Powers. Any aggrieved Owner may enforce, by any proceeding at law or in equity against any other Owner or Owners or the Association, compliance with this Declaration.

ARTICLE V - ASSESSMENTS AND LIENS

1. Creation of Obligation and Lien. Except as otherwise provided in Article V, Section 4, Declarant, for each Residential Lot owned by it, and each other Owner by acceptance of a Residential Lot Lease, shall covenant and shall have the personal obligation to pay all assessments, charges and all monetary sums which are duly levied against his, her or its Residence by the Association and become due while he, she or it is the Owner of such Residence. Such assessments, charges and other sums are also hereby established as charges upon the Residence to which they relate and shall be a lien thereon which may be enforced by non-judicial proceedings under a power of sale or by any other means authorized by law.

2. Proportionate Share. Each Owner's Proportionate Share ("Proportionate Share") in the receipts and common expenses of the Association shall be a pro rata share equal to the number of Residences owned by such Owner divided by the total number of Residences within the Project. The Proportionate Share attributable to each Residence shall not be changed without prior written approval of seventy-five (75) percent of the first Mortgagees of Residences.

3. Assessments. Except as otherwise provided in Article V, Section 4, each Owner, including Declarant, shall be subject to the following assessments in amounts to be determined by the Board.

(a) Regular monthly assessments equal to the Owners Proportionate Share of the actual or estimated costs of all maintenance, repairs, taxes, ground rent, insurance,

utilities, and other common expenses for which the Association is responsible. Such assessments shall be amortized and collected on a monthly basis and shall commence as to all Residences, including Declarant's unsold Residences, as of the first of the month following the close of escrow for the sale of the first Residence in the Project;

(b) Adequate reserves for replacement, whether by capital contribution or otherwise, which reserves shall be amortized and collected monthly on the same basis as for regular assessments;

(c) Special assessments for capital expenditures or other purposes, all on the same basis as for regular assessments, provided that any fiscal year, the Board may not, without the vote or written consent of majority of Owners other than Declarant, levy special assessments to defray the cost of any action or undertaking on behalf of the Association which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;

(d) Charges, payments, fines, penalties and such other sums as may or shall become payable under this Declaration or the Bylaws.

The Association shall not, however, impose any assessment, charge or interest in indebtedness in excess of that permitted by California Civil Code section 1366, or any successor thereto. The provisions of this Article V shall not limit the right of the Board to levy and collect the sums specified herein as special assessments against an Owner as a remedy to reimburse the Association for (i) unpaid utility charges payable by an Owner to the Association or (ii) the costs incurred in bringing the Owner in compliance with this Declaration or the Bylaws; provided, however, that any fines or penalties imposed as a disciplinary measure may not be enforced by exercising lien rights in accordance with Article V, Sections 6 and 7 hereof.

The Board may not, (i) without the vote or written consent of a majority of Members, other than the Declarant, impose a regular annual assessment per Residence which is more than 10 percent greater than the regular annual assessment for the immediately preceding year, or (ii) without the written consent of Declarant decrease the amount originally allocated in the budget prepared by Declarant in connection with the initial sales of Residences for contribution by the Association to reserves for replacement.

4. Declarant's Assessment. Notwithstanding any other provision of this Declaration or the Bylaws which may be or appear to be contrary, Declarant shall be temporarily exempt with respect to Residential Lots which do not include a structural improvement for human occupancy until a notice of

completion for such an improvement shall have been recorded in the office of the County Recorder, from the payment of that portion of regular and special assessments assessed against Residences which is for the purpose of defraying expense attributable to the existence and the use of structural improvements including, without limitation, expenses attributable to roof replacement, landscape and exterior maintenance, walkway and exterior lighting, refuse disposal, insurance, cable television, irrigation and domestic water.

5. Payment. Unless the Board shall otherwise determine, the Association's fiscal year shall be the calendar year, and the regular assessment period shall be for the twelve (12) months of each fiscal year beginning January 1 and ending on December 31 of the same year, provided that, if the month of the commencement of the initial assessment shall be a month other than January, the assessment period for the first fractional year shall be deemed to end on December 31. The payment shall be due in advance on the first day of each succeeding month. Each Owner shall pay all assessments levied on his or her Residence to the Association on or before the due date. If an assessment is not paid when due, the Association may assess the Owner for late charges, interest and collection and lien enforcement costs (including reasonable attorneys' fees). If an assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of delinquency at a rate not to exceed 12% per annum. No Owner may exempt himself or herself from liability for his or her share of assessment by waiving the use or enjoyment of the Common Area or by abandoning his or her Residence.

6. Lien. Each assessment (including late charges, interest, collection, attorneys' fees and other costs) shall, if not paid within 30 days of the due date, become a lien upon the Residence and shall continue to be such a lien until fully paid, subject to the following conditions:

(a) Such lien shall become effective against a Residence only upon the recordation by the Association of a Notice of Delinquent Assessment in the office of the County Recorder of Santa Barbara County, California pursuant to California Civil Code section 1367, or any successor thereto. The Notice of Delinquent Assessment shall state the amount of delinquent assessments and other charges, a description of the Residence and common interest against which the same has been assessed, the name of the Owner of such Residence, and the name and address of the trustee authorized by the Association to enforce the lien by sale. Such Notice of Delinquent Assessment shall be executed by an authorized representative of the Association. Upon payment of all delinquent assessments and charges, or upon other satisfaction thereof, the Association shall cause to be recorded a Release of Lien, provided that the

Association is reimbursed for the cost of preparing and recording the release (including reasonable attorneys' fees);

(b) Any such lien shall not defeat nor render invalid the lien of any first Mortgage or first Deed of Trust affecting any Residence made in good faith and for value and recorded in the office of said County Recorder prior to the recordation of any such lien, and any such lien shall be subordinate and subject to the lien of any such prior recorded first Mortgage or first Deed of Trust. Any person who acquires title to a Residence by or through a trustee sale or foreclosure of a first Mortgage or a first Deed of Trust shall take such title free of the lien hereof for all assessments which accrued up to the time of such Trustee's sale or foreclosure, but subject to the lien hereof for all assessments and charges subsequently accruing.

7. Foreclosure. The Association is hereby vested with the right and power to bring, at its option, any and all actions against an Owner for the collection of assessments which are not paid when due, and to enforce the aforesaid lien by any and all methods available for the enforcement of contractual obligations or liens, including, without limitation, the right to bring a personal action against the Owner on such debt, the right to foreclose such lien in any manner provided by law for foreclosure for a Mortgage, and the right to sell the Owner's interest by power of sale, which may be enforced by the Association, its attorney or other person authorized to bring such action or make such sale. A sale of an Owner's interest by power of sale shall be conducted in the same manner as is provided in California Civil Code Sections 2924, 2924(a), 2924(b) and 2924(c) (or any similar statutory provisions that may hereafter exist). Such provisions shall be applied and adapted to the foreclosure of the lien by power of sale to the fullest extent reasonably possible and consistent, in view of the differences between the lien and mortgages generally. The Association shall have the power to bid in its own name on the property sold and to hold, lease, mortgage and convey the same for the benefit of all the Owners, subject to the limitations on transfer found herein in Article XII. All rights and remedies granted to the Association hereunder shall be cumulative, and the exercise of one or more right or remedy shall not constitute a waiver or election preventing the use of other rights or remedies. The Association shall be entitled to collect from a defaulting Owner all costs and attorneys' fees incurred in connection with pursuing the collection of said assessments and/or the enforcement of said lien.

8. Waiver of Homestead Declaration. Notwithstanding the recordation by an Owner at any time of a declaration of homestead under the laws of California, such declaration shall not operate to defeat or impair any assessment or bona fide lien created under this Article.

9. Suspension. During any period in which an Owner shall be in default in the payment of any assessment levied by the Association, the voting rights and right to use the recreational facilities, if any, of such Owner may be suspended by the Board until such assessment has been paid in the manner provided in the Bylaws. Such rights of an Owner may also be suspended for a period not to exceed 30 days for a single infraction of any Rule or Regulation. Such suspension shall not take effect unless the Owner is notified in writing of the suspension and the reasons therefore, at least 15 days prior to the effective date of the suspension, and the Owner shall be given the opportunity to submit to the Board his or her oral or written response to the voting not less than five (5) days prior to the effective date of the proposed suspension, and at such hearing, the Owner may appear and contest the matters resulting in the notice of suspension. Notice shall be given as provided in the Bylaws.

10. Excess Assessments. The Association shall be organized and operated in a manner consistent with minimization of federal and state income taxation and, to that end, may:

(a) Elect to be treated as a tax-exempt organization under Section 528 of the Internal Revenue Code, Sections 23701 and 23701t of the California Revenue and Taxation Code, and the regulations promulgated thereunder;

(b) In any year in which there is an excess of regular or special assessments, including assessment to fund capital reserves, received over amounts actually used or expended for the Association's purposes, the Association may, with the approval or written consent of the majority of the Owners:

(i) treat such excess as a contribution to the capital of the Association in accordance with Section 118 of the Internal Revenue Code; or

(ii) apply such excess against the subsequent year's assessment; or

(iii) return such excess to the members pro rata in accordance with their respective assessments; or

(iv) transfer to and hold in trust such excess to provide for the management, maintenance, and care of Association property.

ARTICLE VI - INSURANCE

The Association, for the benefit of the Residential Lots, the Common Area and the Owners shall acquire the following

insurance policies from reputable insurance companies authorized to do business in California:

1. Public Liability. A policy insuring the Association and its officers, the Board and the Owners, against any liability to the public or to the Owners, their guests, invitees, or tenants, incident to the ownership or use of the Project. The limits of such insurance shall be not less than \$2 Million (which amount shall be adjusted not less frequently than every third year after the date hereof, to reflect such adjustments as shall be necessary and appropriate, including reference to the percentage increase in the National Consumer Price Index (all items) for all urban consumers as published by the United States Department of Labor, Bureau of Labor Statistics) per person for personal or bodily injury, death or property damage and \$2 Million (subject to adjustment as aforesaid) for any one accident or occurrence; and with limits of not less than \$1 Million, as adjusted, per occurrence with respect to property damage. Such insurance shall also include coverage against water damage liability, liability for nonowned and hired automobiles, liability for the property of others and against other liability or risk customarily covered with respect to projects similar in construction, location and use. Such insurance shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of named insureds because of any neglect or other act or omission of another named insured. The Declarant shall be named as an additional insured with respect to any such insurance.

2. Property Damage. A master or blanket policy or policies of insurance for the full, insurable, replacement value of all of the structures in the Project and all improvements located on the Common Area, such insurance to name as an insured, the Association, the Owners, Declarant (so long as Declarant is an Owner) and all Mortgagees as their interests may appear. Such policy or policies shall:

(a) Provide coverage against the perils of fire, extended coverage, vandalism and malicious mischief, as minimum requirements; and (i) if any portion of the Project is located within an area for which flood insurance is available under the National Flood Insurance Act of 1968 (or any successor legislation), and (ii) if required by the Secretary of Housing and Urban Development, flood insurance available under such Act for the amount of either the maximum limit available under such Act for all buildings and other insurable property located within a designated flood hazard area, or one hundred percent (100%) of current replacement cost of all such insurable property, whichever is less;

(b) Provide for a separate loss payment endorsement in favor of each Mortgagee of each Residence as its interest may appear;

(c) Provide for 30 days prior written notice to each such Mortgagee of cancellation or reduction in type or amount of coverage.

(d) To the extent available and economically feasible, contain an agreed amount endorsement or its equivalent, an increased cost of construction endorsement or contingent liability from operation of building loss endorsement or their equivalent, and a determinable cash adjustment clause or similar clause to permit cash settlement covering full value of the improvements in case of partial destruction and a decision not to rebuild; and

(e) Be primary to and not affected by any right of setoff, proration or contribution by reason of any insurance held by an Owner.

3. Owner's Insurance. Except as provided in this Article VI, Section 3 and Article VI, Section 10, no Owner shall separately insure his or her Residential Lot against loss by fire or other casualty covered by any insurance carried under Article VI, Section 2 of this Declaration. If any Owner violates this provision, any diminution in insurance proceeds otherwise payable under policies described in Article VI, Section 2 of this Declaration that results from the existence of such other insurance will be chargeable to the Owner who acquired other insurance, and such Owner will be liable to the Association to the extent of any such diminution. An Owner may insure his or her personal property against loss. In addition, any improvements made by an Owner within his or her Residence may be separately insured by the Owner, provided that the insurance is to be limited to the type and nature of coverage commonly known as "tenant's improvements," and further provided that any improvements constructed with funds derived from a Mortgage on the Owner's Residence are to be covered by the insurance carried under Article VI, Section 2 of this Declaration so long as such insurance is obtained. All such insurance that is individually carried must contain a waiver of subrogation rights by the insurer as to other Owners, the Association, Declarant, The Regents and other first Mortgagees of such Residence if such a waiver is customarily obtainable.

4. Fidelity. A fidelity bond for directors, officers, trustees, and employees responsible for handling funds collected and held for the Association or for the Owners, naming as insured the Association for an amount sufficient to cover at least three (3) months' assessment on all Residences plus the Association's reserve funds.

5. Worker's Compensation. Worker's compensation insurance, to the extent that it is required by law, for all employees or uninsured contractors of the Association.

6. Directors and Officers. To the extent that insurance is available, insurance on behalf of any director, officer or agent of the Association (collectively "the agents") against any liability asserted against or incurred by an agent in such capacity or arising out of the agent's status as such regardless of whether the Association would have the power to indemnify the agent against liability under applicable law.

7. Use of Proceeds. All insured's proceeds available under Section 2 and Section 10 of this Article may be paid either (a) to the Board or (b) to a bank or other financial institution with trust powers in Santa Barbara County to be held for the benefit of the Owners, Mortgagees or other persons as their respective interests shall appear, to be paid out in accordance with Article XIII of this Declaration.

8. Authority of the Board. Each Owner, and each other person named or covered as an insured in connection with any of the policies purchased by the Board hereby irrevocably appoints the Board as his or her attorney-in-fact and delegates to the Board sole and exclusive authority to negotiate and agree on the extent and value of any loss with the appropriate insurance carriers. Any execution of a loss claim form and release form in connection with the settlement of a claim shall be binding on all of the Owners, and upon any other person named as an insured or any such policy or policies only upon the execution thereof by a majority of the members of the Board.

9. Review of Coverage. The Board shall review insurance coverage for the Association not less frequently than every three (3) years.

10. Alternate Property Insurance. If, in the opinion of the Board, the property damage insurance to be acquired by the Association pursuant to Section 2, above, is either unavailable, or available only at a prohibitive cost, then the Board, in its discretion, may elect to obtain such insurance as follows:

(a) It may require each Owner to purchase a policy or policies of insurance for the full, insurable replacement value of all improvements located on his or her Residential Lot, such insurance to name as an additional insured the Association and Owner's Mortgagees. Such policy or policies shall conform to the requirements of sub-sections (a) and (d) of said Section 2, above, and shall be primary to and not affected by any right of setoff, proration or contribution by reason of any insurance held by the Association or other Owners. The

inconsistent provisions of Section 3, above, shall be deemed inapplicable upon the Board's election to proceed hereunder. Each Owner shall provide the Association with a copy of a Certificate of Insurance satisfying the provisions of this paragraph upon the last to occur of (1) close of escrow of the lease of his Residential Lot and purchase of his Residence or (2) fifteen (15) days after the Board has notified the Owner of its election as set forth above. In the event an Owner fails to obtain the insurance required by this paragraph, the Board may purchase such coverage and assess the cost of same against such Owner's Residential Lot pursuant to Article V, Section 3(d).

(b) The Association shall purchase a policy or policies of insurance for the full, insurable replacement value of all improvements located in the Common Area, such insurance to name as an additional insured the Declarant. Such policy or policies likewise shall conform to the requirements of sub-sections (a) and (d) of said Section 2, above, and shall be primary to and not affected by any right of setoff, proration or contribution by reason of any insurance held by the Owners.

(c) The provisions of Sections 7 and 8 shall apply to the collection, use and application of any proceeds paid under any policy secured under this Section 10, it being the intention of this section to provide an alternate means of obtaining insurance coverage for all Residences while retaining the ability to utilize the proceeds in the same manner as would occur if the coverage were obtained under Section 2.

ARTICLE VII - MAINTENANCE AND REPAIRS

1. General. Notwithstanding the existence of any insurance covering an Owner, the Association or both, against loss, damage and destruction, the Association and each Owner shall have the affirmative obligation for maintenance, repair and restoration as set forth in this Article.

2. Maintenance of Common Area. The Association shall maintain the Common Area, including all improvements, roads, pathways, facilities, landscaping and planting thereon in good condition and repair.

3. Maintenance of Residential Lots and Exteriors of Residences. The Association shall maintain the Residential Lots and the exteriors of all Residences (excluding Residence's doors and windows and frames thereof) in good condition and repair, including roofs, solar collectors, solar system plumbing, gutters, downspouts, exterior building surfaces, fences, gates, sidewalks, paving, trees, landscaping, planting and all

other exterior improvements. The standards of landscaping and exterior structural maintenance shall be determined by the ARB.

4. Owner Maintenance. Except as provided in Article VII, Section 3 with respect to Association maintenance, each Owner shall maintain in good, workable, attractive condition and repair, at Owner's cost and expense, the structures comprising his or her Residence, including the equipment and fixtures in the Residence, its walls, attics, crawl spaces, ceilings, interior, windows and doors of his or her Residence (including, without limitation, heating equipment, air conditioning equipment, water heaters, utility outlets and garage) and any patios or yards on his or her Residential Lot which are enclosed by a fence or wall and sold as part of the Residence at the time of the first sale of a Residence by Declarant (including all landscaping and planting, if any within such patios or yards). However, each Owner has complete discretion as to the choice of furniture, furnishings and interior decorating, except that windows can be covered only by drapes, shutters, shades or blinds and cannot be painted or covered by foil, cardboard or similar materials. Each Owner shall also maintain, repair, and replace as needed all plumbing, electrical, heating, air conditioning and gas lines, conduits, apparatus and equipment within his or her Residence other than solar system plumbing outside of the hot water heater and repair, replace and clean the windows and glass of his or her Residence. If an Owner is required to make any repair or if the Owner desires to construct any improvement or install any fixture or equipment that will significantly alter or affect any bearing wall or structural member of a Residence, the prior written consent of the ARB must be first obtained.

5. Cost of Maintenance. The cost of the exterior maintenance for which the Association is responsible under this Article shall be assessed uniformly in accordance with Article V, provided, however, that the cost of any maintenance, repair or replacement of the Common Area, Residences or Residential Lots which is not covered by insurance and which results from the negligence or willful act of an Owner, an Owner's family or guest or the occupant of an Owner's Residence shall be an assessment, lien and obligation of such Owner and shall be due and payable in all respects as provided in Article V.

ARTICLE VIII - PARTY WALLS

The rights and duties of the Owners with respect to party walls shall be as follows:

1. General. Each wall which is constructed as part of a Residence any part of which is placed on the dividing line between Residential Lots shall constitute a party wall, and with respect to such wall, each of the adjoining Owners shall assume

the burdens and assume the benefits of this Declaration, and to the extent not inconsistent herewith, the general rules of law regarding party walls shall apply thereto.

2. Damage By One Owner. In the event that any such party wall is damaged or destroyed through the act of one adjoining Owner or any agent, guest, family or tenant of Owner, or by a member of Owner's family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall, then the first of the aforementioned Owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly existed, without cost to the second Owner.

3. Damage By Other Cause. If any such party wall is damaged or destroyed by a cause (including ordinary wear and tear and deterioration from lapse of time), other than the act of one of the adjoining Owners, his agents, guests, family or tenant, both of such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly existed, at their joint expense.

4. Alterations. In addition to meeting the other requirements of this Declaration and of any building code or similar regulation or ordinance, any Owner proposing to modify, make additions to or rebuild his Residence in any manner which requires the extension or other alteration of any party wall shall first obtain the written consent of the adjoining Owner and the ARB.

5. Dispute. In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to binding arbitration by the Association or its designated representative.

6. Default in Payment. Upon failure of any Owner required hereby to pay for the rebuilding or repair of a party wall for a period of 60 days, the Association may pay the cost thereof and assess such cost to the responsible party, which assessment shall be due and payable and become an assessment obligation of such Owner and a lien in all respects as provided in Article V.

ARTICLE IX - ARCHITECTURAL CONTROL

1. Architectural Restrictions. No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Property, nor shall any improvement be demolished or removed, nor shall changes in, removal of or additions of fences, hedges, patio covers, landscaping, garages,

exterior paint or decor, or other item visible from outside of the Residential Lot on which it is to be built or made be commenced, applied, constructed, erected, or maintained by any person other than the Declarant until the plans and specifications showing the nature, kind, shape, height, materials, color, location and approximate cost of the same shall have been submitted to and approved in writing as to the harmony of exterior design, location and relation to surrounding structures and topography by the Architectural Review Board (the "ARB") constituted as set forth in Section 2, below. If the ARB fails to approve or disapprove such design and location within forty-five (45) days after all of said plans and specifications requested by the ARB have been submitted to it, such approval will not be required, and the Owner proposing such items shall be deemed to have fully complied with this paragraph. The standards and procedures pursuant to which the ARB shall operate may be set forth by Declarant in the Rules and Regulations issued as an exhibit to the Residential Lot Lease.

2. Architectural Review Board. There shall be an Architectural Review Board consisting of either three (3) or five (5) members to carry out the functions set forth in this Declaration for that body. Declarant shall appoint all of the original members of the ARB and all replacements thereof until one year after the date of the sale of the first Residence. Thereafter, Declarant may, but shall not be obligated to, appoint a majority of the members of the ARB. The Board of Directors shall have the power to appoint any remaining authorized members of the ARB. Any member of the ARB appointed by the Board of Directors shall be a member of the Association. Members appointed by the Declarant need not be members of the Association. All members of the ARB shall be appointed or elected for terms of two (2) years, and those appointed by Declarant may be removed by Declarant at any time, for any reason or no reason. An ARB member appointed by the Board of Directors may be removed only for cause. ARB members may be appointed to serve successive terms.

3. No Waiver. The approval by the ARB of any plans or specifications for any work done or proposed or in connection with any other matter requiring the approval of the ARB or the Board under this Declaration shall not be deemed to be or constitute a waiver of any right to withhold approval as to any similar plan, specification or matter whenever submitted for approval. In addition, the ARB's failure to act shall not be deemed to be or constitute a waiver of any right to review any subsequent building plans within the purview of the ARB.

4. Disclaimer of Liability. Neither the Board, the ARB, nor any member thereof shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of:

(i) The approval or disapproval of plans or specifications, whether or not defective.

(ii) The construction or performance of any work, whether or not pursuant to approved plans or specifications.

(iii) The development or manner of development of any property within the Property; provided, however, that such member has acted in good faith.

5. Final Action. Any action taken by the ARB shall be final, subject only to a rehearing which may be granted by the ARB.

6. Variances. Where circumstances, such as topography, location of property lines, location of trees, or other matters require, the ARB may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of the ARB on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Project. Such variances shall not waive the right of the ARB to require strict adherence to this Declaration in all other circumstances.

ARTICLE X - USE RESTRICTIONS

In addition to all other covenants, restrictions and limitations contained herein, the use of the Property, each Residence and the Common Area is subject to the following restrictions:

1. Business Usage Prohibited. No Residence shall be used except for residential purposes. No part of the Project or 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, mercantile, storage, or other nonresidential purpose, except for professional or academic endeavors not requiring the continuing presence of any employee or business invitee and except that Declarant, its successors or assigns, may use the Residences owned by it as models, for display and sales offices during the construction and sales period of the Project.

2. Billboards. Except for signs approved by the ARB for the benefit of the Project and temporary signs approved by the Board of Directors, no signs of any kind shall be displayed in public view on or about the exterior of any Residence, except signs not larger than is reasonable and customary in the area advertising such Residence for sale or lease.

3. 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 in or visiting his or her Residence.

4. Pets. No Owner shall maintain or keep more than two usual and ordinary pets (exclusive of tropical fish but including caged birds). Such pets shall not be allowed in the Common Area except as permitted by the Rules and Regulations adopted by the Board, and, in particular, no dog shall be allowed in the Common Area without a leash. Each Owner shall be absolutely liable to each and all remaining Owners, their families, guests, servants, tenants and invitees for any damage to person or property caused by any pet brought into or kept upon or in the Project by an Owner or members of his family, guests, invitees or tenants. Except as provided in this Section 4, no animals of any kind shall be brought within the Project or kept in or on any Residence. The Association may prohibit the keeping of any animal that in the sole and exclusive opinion of the Board constitutes a nuisance to any other Owner.

5. Offensive Activities. No Owner shall permit or suffer anything to be done or kept upon or in his or her Residence 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 and invitees, nor annoy them by unreasonable noises, vibrations, bright or flashing lights or otherwise, nor shall in any way interfere with the quiet enjoyment of each of the Owners of his or her respective Residence, nor will he or she commit or permit any nuisance, noxious, illegal or offensive activity to be permitted thereon or therein.

6. Owner Negligence. Each Owner shall be liable to the Association for any damage to the Common Areas or any equipment thereon which may be sustained by reason of the negligence or intentional acts or omissions of any said Owner, his family, guests or invitees, to the extent that any such damage shall not be covered by insurance.

7. Rubbish. Unless the Association has done so each Owner shall arrange for regular removal of rubbish, trash and garbage from his or her Residence and shall insure that all refuse, containers, woodpiles, storage areas, machinery and equipment shall be obscured from view of adjoining Residences and streets by a fence or appropriate screen approved by the ARB.

8. Prohibited Restrictions. No Owner shall execute or file for record any instrument which imposes restrictions upon the sale, leasing or occupancy of his or her Residence on the basis of race, color, religion, sex, sexual orientation, age, marital status, or national origin.

9. Storage. No Owner shall park or store machinery, equipment, baby carriages, playpens, bicycles, wagons, benches or chairs on any part of the Common Area, except that such personal property may be stored in storage areas, if any, that may be designated by the Association for that purpose. Sun decks and other recreational areas may be used for their customary purposes.

10. Antenna and Clothesline. No television or radio poles, antenna, satellite transmission or reception equipment, flagpoles, clotheslines or external fixtures other than those originally installed by Declarant or approved by the ARB, and any replacements thereof, shall be constructed, erected or maintained on or within the Project or any structures on it. No wiring, insulation, air conditioning or other machinery or equipment other than that originally installed by Declarant or approved by the ARB, and any replacements thereto shall be constructed, erected or maintained on or within the Property or any structures on it. Each Owner shall have the right to maintain television or radio antenna within completely enclosed portions of his or her Residence. The location of common antenna or connection facilities for cable television shall be solely as designated by the ARB.

11. Use of Vehicles. No truck, boat, trailer, van, camper, recreational vehicle or tent shall be used as a living area while located in the Project. No truck, trailer, van or recreational vehicle may be stored, other than within a garage of a Residence, within the Project by any Owner unless it is that Owner's principal means of transportation. However, trailers or temporary structures for use during the initial construction of the Project or the initial sales of Residences may be maintained within the Project provided such trailers or structures shall be promptly removed on completion of all initial construction and sales. No vehicle repairs other than oil changes, minor tune-ups, or simple repairs that can be completed within two hours shall be commenced upon any driveway, parking area, or other visible place. No waste fluids, parts, or other materials shall be dumped, in any drain, or on any part of the Project. No vehicle that is not in good working condition shall be permitted to remain on any part of the Common Area, parking areas, or driveways.

12. Personal Business Records Permitted. No restriction contained in this Article shall be construed in such a manner as to prohibit any Owner from the use of a Residence to (a) maintain his or her personal, professional library; (b) keep his or her personal business records or accounts; or (c) handle his or her personal or professional telephone calls or correspondence. Such uses are expressly declared to be customarily incident to the residential use of the Project and not in violation of any provision of this Article.

13. Exploration for Minerals. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted in the Project or any portion thereof, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of any portion of the Project or within five hundred (500) feet below the surface of the Project.

14. Restrictions Applicable to Guests, etc. The use of any Residence or of the Common Area or any portion thereof by any guest, invitee or tenant of any Owner shall be subject to all of the provisions of this Declaration, including, without limitation all of the use restrictions imposed under this Article, the Bylaws and the Rules and Regulations of the Association, and the Association may proceed directly against such guest, invitee or tenant in the enforcement of the provisions of this Declaration, the Association Bylaws or the Association's Rules and Regulations.

15. Fences and Screens. No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the Project, except those that are installed in accordance with the original construction of the Project, and their replacements or as are authorized and approved by the ARB.

16. Gas or Liquid Storage. No tank for the storage of gas or flammable liquid shall be installed upon or in the Project unless such installation is done by Declarant or has been approved by the Board.

17. Diseased Plants. No plants or seeds infected with noxious insects or plant diseases shall be brought upon, grown or maintained within the Project.

18. Common Area 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 Board. The Association may recover from any Owner violating this Section the cost of restoring or replacing any such vegetation.

19. Exterior Alterations. No Owner shall make any alterations or modifications to the exterior of the buildings, fences, railings or walls situated upon his or her Residential Lot without the prior written consent of the ARB. Any structural, plumbing or electrical modification, alteration or addition to or of a Residence shall (a) conform to the standards for construction contained in the California Administrative Code, as amended from time to time, and (b) be approved, in advance, by the ARB.

20. Owner Maintenance. Except as provided in Article VII, Section 3 with respect to Association maintenance and Article VIII, Section 3 with respect to party wall repairs, each Owner of a Residence shall use and maintain his or her Residence in conformance with Article VII, Section 4 hereof.

21. Obligation for Taxes. To the extent allowed by law, all Residences, including the associated pro rata, undivided interests in the Common Area and the memberships of the Owner in the Association, shall be separately assessed and taxed so that all taxes, assessments and charges that may become liens prior to first Mortgages under local law shall relate only to the individual Residence and not to the Project as a whole. Each Owner shall be obliged to pay any taxes or assessments assessed by the County Assessor of the County against his or her Residence and against his or her personal property provided, however, that the Declarant shall not be obligated hereunder to pay any tax as to which it would otherwise be exempt. Until such time as real property taxes have been segregated by the County Assessor of the County, they shall be paid by the Owners. In such case, the proportionate share of the taxes for a particular Residence shall be determined by dividing the initial sales price of the Residential Lot by the total initial sales prices of all Residences within the Project. Unsold Residences shall be valued at their offered price. If and to the extent that taxes are not paid by any Owner and are allowed to become delinquent, they shall be collected from a delinquent Owner by the Association.

22. Remedies. The failure of any Owner to comply with any provision of this Declaration, the Articles, the Bylaws, or the Association's Rules and Regulations, shall give rise to a cause of action in the Association and any aggrieved Owner for the recovery of damages or for injunctive relief or both.

23. General Open Space Restriction. That area delineated as "General Open Space" in Exhibit A shall be restricted to those uses permitted from time to time under the long range development plan for the University of California Santa Barbara, as adopted and amended from time to time by The Regents of the University of California. If the long range development plan is terminated and no successor plan is adopted to perform essentially the same purposes of the previously existing Long Range Development Plan, then the uses permissible in the general open space area shall be as designated by The Regents of the University of California or its authorized representative.

ARTICLE XI - SPECIAL RESTRICTIONS UPON POSSESSION, OCCUPANCY AND USE OF RESIDENCES

1. Qualified Use. A principal purpose of this Declaration is to create a residential community supportive of

and consistent with the educational and cultural goals of the Declarant; consequently no person shall possess, occupy or use any Residence unless such person is a "Qualified Person" or a "Conditionally Qualified Person" as defined in this Article XI. A person shall be deemed to possess, occupy or use a Residence for purposes of this Article if he or she resides in a Residence or otherwise regularly or from time to time physically occupies or uses it.

2. Qualified Person. A "Qualified Person" is a person determined to be eligible by the Chancellor of the University of California at Santa Barbara ("UCSB") in accordance with the employee housing policy and criteria (whether expressed or implied) of UCSB. That policy and those criteria are intended and dedicated to further the educational purposes of UCSB by enhancing the quality of education through retention and recruitment of faculty members; therefore, the Chancellor of UCSB may, in his or her sole discretion, from time to time designate as Qualified Persons, those employees of Declarant who are an integral part of the UCSB community, and with respect to whom the Chancellor of UCSB shall have determined that providing adequate housing is a priority. Without limiting the generality of the foregoing, among those persons who shall be eligible for designation as Qualified Persons shall be full-time UCSB academic appointees whose titles are among the following:

(a) Professor (regular series, in residence series, and acting series);

(b) Associate Professor (regular series, in residence series, and acting series);

(c) Assistant Professor (regular series and in residence series); and

(d) Lecturer and Senior Lecturer with security of employment.

Following designation as a Qualified Person, a person shall continue to be a Qualified Person until his or her employment by Declarant terminates, at which time he or she will no longer be a Qualified Person; provided, however, that no Owner who is a Qualified Person (a "Qualified Person/Owner") shall lose his or her status as a Qualified Person because of a termination of employment as result of disability or retirement. "Retirement" shall mean termination of employment at a time when a person shall be eligible to receive retirement benefits from the University of California Retirement System or any other retirement system used by Declarant.

3. Conditionally Qualified Persons. The following persons ("Conditionally Qualified Persons") shall be considered

to be Qualified Persons only upon the conditions and for the periods of time specified in this subparagraph:

(a) Any Qualified Person/Owner shall continue to be qualified until the expiration of one (1) year following the date on which such person shall cease to have been a Qualified Person as defined in Section 2 above;

(b) A Qualified Person/Owner's spouse or dependent child who shall possess, occupy and use a Residence as of the date of death of such Qualified Person/Owner shall continue to be a Qualified Person for five (5) years after such date or, if earlier, until, in the case of a spouse, he or she sells or disposes of the Residence or, in the case of a dependent child, such child attains the age of twenty-one years;

(c) An heir or legatee (other than a spouse or dependent child) of a Qualified Person/Owner who shall acquire ownership of a Residence shall be a Qualified Person for one (1) year from the date such heir or legatee shall acquire record ownership of such Residence;

(d) A Qualified Person/Owner's spouse who acquires the sole right of occupancy of a Residence pursuant to any marital settlement, proceeding or decree shall be a Qualified Person for a period of one (1) year from the date of such settlement, proceeding or decree;

(e) A co-Owner of a fifty percent (50%) or less undivided interest in a Residence who resides in such Residence during the lifetime of a Qualified Person/Owner shall be a Qualified Person for a period of one (1) year from the death of such Qualified Person; and

(f) Any lessee pursuant to Article XII, Section 7 shall be a Qualified Person during the term of a lease thereunder.

A Conditionally Qualified Person, as defined in this Section, may continue to possess, occupy and use a Residence until the expiration of his or her Conditionally Qualified status pursuant to this Section.

4. Offer or Sale by Conditionally Qualified Person.

(a) Any Conditionally Qualified Person who owns a Residence may, at any time during the period of conditional qualification, either:

(i) Offer to sell such Residence to the Declarant at the price and on the terms set forth in Article XII, Section 2 hereof; or

(ii) Sell or transfer his or her entire ownership interest in the Residence to a Qualified Person designated pursuant to Article XII, Section 5 to be eligible to purchase such Residence at the price and at the terms set forth in Article XII, Section 2 hereof.

5. Termination of Lease. With respect to any Residence, a majority of the ownership interest of which is owned by a person other than a Qualified Person or a Conditionally Qualified Person, Declarant, as lessor under the Residential Lot Lease for such Residence, may, pursuant to the terms thereof, terminate such Residential Lot Lease with respect to the Residential Lot and acquire such Residence or all ownership interests therein at the price and on the terms set forth in Article XII, Section 2.

6. Other Qualified Users. Use of a Residence by a person who is (a) related by marriage, blood, guardianship or foster care to a Qualified User, (b) co-owner of a 50 percent or less undivided interest in a Residence, (c) an invitee or guest of a Qualified User, or (d) a domestic or nurse employed by a Qualified User, during any period during which such Qualified User uses the Residence as his or her principal place of abode shall be deemed to be a use thereof by the Qualified User. Subject to Article XII, Section 7 hereof, use of a Residence by a person pursuant to a lease approved by the Association between such person and a Qualified Person shall be deemed to be use thereof by the Qualified Person.

7. Single Family Use. No Residence shall, at any time, be possessed, occupied or used by more than a Single Family, as herein defined.

8. Enforcement of Qualified Use Restriction. Declarant or the Association may enforce the provisions of this Article by appropriate action, including, but not limited to, any remedy or remedies provided in Articles IV and V of this Declaration.

ARTICLE XII - LIMITATIONS ON TRANSFER

1. Right of First Refusal. The Declarant shall have a right of first refusal with respect to the sale or other transfer of any Residence, as follows:

(a) If at any time an Owner shall intend to sell or assign his or her Residence or any interest therein in excess of a 50 percent undivided interest, or to reduce his or her ownership interest therein to less than a fifty percent undivided interest, such Owner shall first offer to sell said Residence to the Declarant at the price and on the terms set forth in Sections 2 and 3 of this Article XII; provided, however, that an

offer by an Owner to sell or assign his or her Residence to an Approved Purchaser, as that term is defined in Section 5 of this Article XII, and an acceptance thereof by the offeree, at the price and on the terms and conditions set forth in Sections 2 and 3 of this Article XII, shall be deemed to satisfy all obligations of such Owner pursuant to this Section 1(a).

(b) Each offer to sell a Residence pursuant to this Section shall be made in a written notice delivered to the Declarant.

(c) Declarant shall have the right, but not the obligation, to assign its right of acceptance of any offer made pursuant to this Section to an Approved Purchaser, as herein after defined.

(d) If Declarant rejects said offer or does not respond within 45 days, Owner may, by appropriate notices or advertisement, documentation of which shall be promptly delivered to Declarant, offer the Residence for sale, at the price and on the terms and conditions set forth in Sections 2 and 3 of this Article XII, for a period of thirty (30) days to any person who is a member of the Academic Senate of the University of California Santa Barbara. Thereafter, for an additional thirty (30) day period the offer shall be extended to include Declarant's salaried academic and non-academic staff and management employees. An offer made pursuant to this subsection shall remain open until accepted or for 60 days from the date of publication of the original notice or advertisement.

(e) If an Owner's offer pursuant to subsection (d) above is not accepted within sixty (60) days after it is made, and if the Owner still wishes to sell the Residence, Owner shall notify Declarant of such intention and provide it with the opportunity to purchase the Residence for an additional period of fifteen (15) days at the price and on the terms of the original offer made pursuant to subsection (a) above. After the expiration of the fifteen (15) day period, the Owner may then offer the Residence for sale on the open market at any price, and on any terms that are not more favorable to the purchaser than the price and terms of the original offer made to Declarant. Such offer by an Owner following expiration of not fewer than 120 days from the receipt of the initial notice to Declarant given by Owner pursuant to this Section may be made to any person, without respect to their "qualification" under Article XI.

(f) Any timely written notice of acceptance given by Declarant, an assignee of Declarant, or any offeree described in subsection (d) above, to an Owner who shall have made an offer under this Section shall constitute a binding acceptance of such offer at the price and on the terms set forth in Sections 2 and 3 hereof, respectively.

(g) Any purported offer or sale of the Residence other than in conformance with this Article XII, Section 1, shall be void and of no effect, except that such purported offer, sale or other transfer shall constitute an irrevocable offer to the Declarant to sell Owner's Residence at the price and on the terms set forth in Section 2 below, which offer shall be deemed to be delivered to Declarant 30 days following actual notice thereof by the Declarant of such purported offer, sale or transfer.

2. Purchase Price and Terms. The purchase price of any Residence offered or sold pursuant to this Article XII shall be the lesser of:

(a) The fair market value of the Residence as mutually determined by the Owner and Declarant; or

(b) The sum of: (A) the purchase price of the Residence paid by the Owner, plus (B) the product of the purchase price of the Residence paid by Owner and the fractional change in the Consumer Price Index (as defined below), if greater than zero, as published for the month immediately preceding the date on which the Owner purchased the Residence and said Index as published for the month preceding the date of the offer made pursuant to Section 1 of this Article, plus (C) the cost of all capital improvements to the Residence made by the Owner, but only to the extent that each such capital improvement exceeded \$1,000 in cost and was certified by the Association and Declarant at the time such improvement was completed following submission by the Owner of cost documentation in such form as Declarant or Association may prescribe, which documentation shall be subject to audit and proof less (D) the reasonable cost (calculated as of the date of the sale) to cure any destruction of or failure to maintain the Residence in excess of normal wear and tear. As used in this Section, "Consumer Price Index" means the National Consumer Price Index (all items) as published by the United States Department of Labor, Bureau of Labor Statistics, or, if such index ceases to be published, then any comparable successor index which measures changes in the prices of consumer items.

No offer hereunder shall require a closing of escrow or final payment thereunder in fewer than forty-five (45) days from the date of acceptance of such offer.

3. Closing Payment. If any offer made pursuant to Section 1 of this Article is accepted by Declarant, the closing thereon shall occur within 90 days of acceptance of Owner's offer, and the purchase price shall be paid in cash as follows:

(a) To the Association, for pro rata assessments, including ground rent assessment, if any, to the date of closing;

(b) To Owner's Mortgagee or Mortgagees as their respective interests may appear or by assumption of the Mortgage or Mortgages as arranged by the purchaser;

(c) In payment of necessary closing costs customarily charged to sellers, including by way of examples, but not limitation, title insurance premiums, documentary transfer tax and escrow fees; and

(d) The remainder to Owner.

Real property taxes and assessments are to be pro rated to the date of closing. The purchase, possession, occupancy and use of the Residential Lot shall be subject to all the terms and conditions of this Declaration.

4. Exemption from Transfer Limitations. The following persons and transactions shall be exempted from the provisions of this Article XII, except as provided in this Section 4:

(a) A purchaser who acquires title to a Residence at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, an execution sale, foreclosure sale, judicial sale, or tax sale; but any such purchaser, other than Qualified Person, shall, for a period of sixty (60) days after receipt of Declarant's demand therefor, make or be deemed to have made, an offer to sell the Residence to the Declarant pursuant to Section 1(a) or 1(g) of this Article XII;

(b) A transfer of a Residence to or a purchase of a Residence by a Mortgagee which is a bank, insurance company, savings and loan association, or other bona fide institutional lender which acquires its title as a result of holding a Mortgage upon the Residence concerned, and this exception shall be effective whether such Mortgagee acquires title (i) by deed from the Mortgagor or his or her successor in title, or (ii) through foreclosure proceedings;

(c) A sale or other transfer of a Residence by a Mortgagee which is a bank, insurance company, savings and loan association, or other bona fide institutional lender which acquires its title as a result of holding a Mortgage upon the Residence concerned, provided that such Mortgagee shall first have offered to sell said Residence (including all rights in the associated Residential Lot Lease), free and clear of all liens and encumbrances, at a price determined pursuant to Article XII, Section 2, above:

(i) to the Declarant for a period of thirty (30) days following a Mortgagee's delivery of a written offer of such sale, and

(ii) upon the expiration of the thirty (30) day period described in subsection (i), above (or sooner if the Declarant notifies the Mortgagee that Declarant declines to accept said offer), to all members of the Academic Senate and the salaried management staff of the University of California Santa Barbara.

The Declarant may assign its rights to purchase a Residence under subsection (c) (i), above, to such persons and upon such terms and conditions as the Declarant in its sole and absolute discretion may determine. If more than a single offeree under subsection (c) (ii), above, seeks to accept a Mortgagee's offer, the priority of acceptances shall be determined by lot. If the Declarant, its designee, or an offeree pursuant to subsection (c) (ii) timely accepts such Mortgagee's offer, the sale of a Residence shall, unless the buyer and seller otherwise agree, be closed within sixty (60) days after such acceptance.

(d) A purchaser, and any successor-in-interest or transferee thereof, other than those described in the foregoing subsections, who acquires title to a Residence as a result of sale by a Mortgagee, following expiration of the Mortgagee's offers referred to in subsection (c), above.

5. Approved Purchasers. Declarant or by designation of Declarant, the Chancellor of UCSB, may compile a list of Qualified Persons who shall be determined by the Chancellor of UCSB to be eligible, in descending order of priority, as listed, to purchase a Residence from an Owner at a price not to exceed the price for such Residence as determined pursuant to Section 2, above (such persons to be "Approved Purchasers"). No person shall be deemed to be an Approved Purchaser with respect to any offer, sale or transfer of a Residence unless an offer to sell such Residence has, in good faith, been made to each Approved Purchaser having a higher priority as determined by Declarant or the Chancellor of UCSB.

6. Certification of Status. Upon written request of any transferee or purchaser, tenant of a Residence or of an existing or prospective Mortgagee, transferee or beneficiary of any Deed of Trust encumbering a Residence, the Association and Declarant shall, within 15 days thereof, issue a written and acknowledged certificate in recordable form, evidencing if such be the case:

(a) With respect to a proposed sale under this Article, that the proper offers were made by the selling Owner and that the Declarant did not elect to exercise its right to purchase;

(b) With respect to a sale to an Approved Purchaser, that proper notice was given by the Owner and that such sale was permissible hereunder; or

(c) That a deed in lieu of foreclosure was, in fact, given in lieu of foreclosure and is not subject to this Article, except as provided in Section 4 hereof.

7. Leasing. An Owner other than Declarant or a Mortgagee may lease or rent Owner's Residence only on the following terms and conditions:

(a) No Residence shall be leased or rented for a period of less than 30 days;

(b) Any lease or rental agreement with respect to any Residence shall be in writing, and a copy thereof shall be delivered to the Association promptly after execution thereof by the Owner, and any tenant thereunder shall abide by and be subject to all of the terms of the provisions of this Declaration, the Articles, the Bylaws and the Association Rules and Regulations, and such lease or rental agreement shall specify that failure to abide by such provisions shall be a default under the lease or rental agreement;

(c) No Owner shall enter any lease or rental agreement which shall have a term longer than 12 months or which, when added to the term of any prior lease or rental agreement, would result in occupancy of a Residence by tenants for more than 13 months within the preceding twenty-four (24) months without prior written consent of the Declarant, provided, however, that if such lease shall be entered in conjunction with an academic leave approved by the Chancellor of the University of California Santa Barbara, the occupancy of the Residential Lot by tenants may extend to the duration of such leave;

(d) Execution by an Owner of any lease or rental agreement for a Residence in violation of Section 7(c) without the prior written consent of the Declarant shall be deemed to be an irrevocable offer to sell the Residence to Declarant at the price and on the terms set forth in Sections 2 and 3 of this Article XII.

8. Unauthorized Sales or Transfers. If any Owner shall attempt to sell, assign or otherwise transfer to any person other than an eligible Qualified Person or a Mortgagee, the Owner's Residence without making the offers described in Section 1 hereof and otherwise following the procedures set forth in this Article, such attempted or purported sale, assignment or transfer shall be wholly null and void and shall confer no title or interest whatsoever upon the attended purchaser or transferee. If any Owner shall attempt to transfer an interest in his or her Residence to a person other than a Qualified Person and such transfer shall (a) reduce the undivided ownership interest in the Residence of the Owner to less than 50 percent or (b) deprive the Owner of the right of immediate occupancy at any time in the future, such transfer of estate and right to possession shall be

wholly null and void and shall confer no title, interest or right of possession or occupancy whatsoever upon the intended transferee in the absence of consent thereto by Declarant.

9. Termination of Article XII. This Article shall cease to have any effect or confer any power on any person with respect to a particular Residence on or after January 1, 2046, except as may be specifically provided in any extension or reletting of the leasehold interest in the Residential Lot associated with such Residence by Declarant.

10. Enforcement of Article XII. Declarant, as well as any Owner and the Association, may enforce the provisions of this Article by appropriate action, including, without limitation, an action for unlawful detainer or to enjoin trespass.

11. Effect of Article XII. Nothing in this Article, and no act or failure to act of any person under the provisions of this Article, shall affect or work to limit, suspend or abridge the provisions of Article XI.

ARTICLE XIII - DESTRUCTION OF PROJECT

1. Bids and Insurance Proceeds. As soon as practicable after the damage or destruction of all or any portion of the Common Area, or all or any substantial portion of one or more Residences (unless all of such damage or destruction is covered by Article VIII - Party Walls), the Board shall:

(a) obtain bids from at least two reputable contractors, licensed in California, which bids shall set forth in detail the work required to repair, reconstruct and restore such damaged and destroyed portions of the Project to substantially the same condition as they existed prior to such damage, or, if required by law, to such condition as may then be required by law, and the itemized cost of such work; and

(b) determine the amount of all insurance proceeds available to the Association, as trustee or otherwise, for the purpose of effecting such repair, reconstruction and restoration and the amount of proceeds of insurance purchased by the Association which will not be made available to the Association for such purpose by reason of the payment of such proceeds to Mortgagees of Residences.

2. Sufficient Insurance Proceeds. If, after damage or destruction as described in Section 1 above, the insurance proceeds available to the Association, as trustee or otherwise, are sufficient to cover not less than eighty-five per cent (85%) of the amount needed to effect the complete repair, reconstruction and restoration of the damaged or destroyed portions of the Project, then the Association shall cause such to

be repaired, reconstructed and restored to substantially the same condition as the same existed prior to such damage or destruction (or to such different condition as shall be required by law).

3. Insurance Proceeds Insufficient. If, after damage as described in Section 1 above, the proceeds of insurance available to the Association, as trustee or otherwise, are less than eighty-five percent (85%) of the amount needed to effect the complete repair, reconstruction or restoration of the damaged or destroyed portions of the Project, the following provision shall apply:

(a) If all of such damage or destruction was exclusively to the Common Area, then members who hold a majority of the voting power in the Association shall determine, at a meeting, whether (i) to repair, reconstruct and restore the damaged or destroyed Common Area and specially assess all Residences equally for all additional funds needed for such purpose or (ii) not to repair, reconstruct or restore the Common Area but to distribute such insurance proceeds to the lessor of the Common Area under the Common Area Lease, but subject to the rights, if any, of Mortgagees of Residences;

(b) If such damage or destruction was to all or a substantial portion of one or more Residences, then the proceeds of insurance available to the Association, as trustee or otherwise, shall be allocated between (i) the individual Residences which are damaged or destroyed and for which insurance proceeds are available to the Association, and (ii) the Common Area which is damaged or destroyed for which insurance proceeds are available to the Association. The share of available insurance allocated to the Common Area and the individual damaged or destroyed Residences (hereafter referred to as "Allocable Shares") shall be determined by giving due consideration to the insurance adjustment, the insurable value, the estimated costs of repair, restoration or reconstruction, payments of insurance proceeds to Mortgagees for debt reduction and insurance proceeds which are otherwise not available to the Association;

(c) If none of such damage or destruction is related to the Common Area, or if no insurance proceeds were available to the Association for the Common Area, then all available insurance proceeds shall be allocated to the damaged or destroyed Residences. The following procedure shall be used to determine the disposition of the Allocable Shares of insurance proceeds:

(i) The Common Area's Allocable Share of such insurance proceeds, if any, shall be used or distributed as provided in paragraph 3(a) of this Article XIII;

(ii) With respect to the damaged or destroyed Residences' Allocable Shares of such insurance proceeds, each

Owner (including the Declarant with respect to retained or reacquired Residence), of a damaged or destroyed Residence (which Residence was subject to allocation of insurance proceeds) shall, for purposes of this Section 3(c)(ii) be entitled to one vote for each Residence owned. That percentage of Owners and Mortgagees required under Article XVIII, Section 5, shall determine whether (A) to repair, reconstruct or restore all of such damage or destroyed Residences pursuant to a common plan by which each Owner of a damaged or destroyed Residence shall contribute and be specially assessed for an amount equal to the differences between the actual cost of repair, reconstruction or restoration of that Owner's Residence and the amount of that Residence's Allocable Share of available insurance proceeds (in which case the Association and the Owners of other Residences shall, by this provision and other appropriate means, be protected and held harmless from any claim or liability, in excess of the Residence's Allocable Share of available insurance proceeds, relating to such repair, reconstruction, and restoration); or (B) not to repair, reconstruct or restore such Residence pursuant to a common plan but to distribute each damaged or destroyed Residence's Allocable Share of insurance proceeds to the Owner of such damaged or destroyed Residence (including Declarant with respect to retained or reacquired Residences) but no Owner other than Declarant shall be paid an amount in excess of that to which such Owner would be entitled under Article XII, Section 2 upon a sale of the Residence; provided, however, that such distribution shall be subject to the rights of Mortgagees of Residences, as their respective interest may appear, all unpaid or special assessments, and the right of the Declarant to receive the balance after payment to Owner of all amounts owed to Owner.

4. Reconstruction. If a determination is made to repair, reconstruct and restore all or a portion of the Project, the Board shall (a) enter into a written contract with a contractor licensed in California and submitting the lowest responsible bid for such repair, reconstruction and restoration, (b) disburse insurance proceeds available for said work and funds collected by reason of special assessments authorized therefore in appropriate progress payments, and (c) take all steps necessary to insure the commencement and completion of such repair, reconstruction and restoration in a lawful and workmanlike manner at the earliest possible date.

ARTICLE XIV - CONDEMNATION

1. Board Appointed Attorney-in-Fact. The Board is hereby appointed attorney-in-fact for all Owners to represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or a portion of the Project.

The foregoing provisions shall not be applicable with respect to the interests of Declarant in the Project, whether as Lessor under a Residential Lot Lease or the Common Area Lease, or with respect to any other interest Declarant may have in the Project.

2. Sale by Consent. If an action for condemnation of all or a portion of the Project is proposed or threatened by any governmental agency having the right of eminent domain, then on written consent of Declarant and those Owners and Mortgagees required pursuant to Article XVIII, Section 3, the Project, or a portion of it, may be sold and conveyed to the condemning authority by Declarant and the Board, acting as attorney-in-fact for the Owners pursuant to Section 1 above, for a price deemed fair and equitable by Declarant and the Board. If Declarant or the requisite number of Owners or Mortgagees do not consent to a sale of all or a portion of the Project and the condemning authority institutes condemnation proceedings, the court shall fix and determine the condemnation awards.

3. Distribution of Sale Proceeds or Condemnation Award.

(a) In the event of a total sale or taking of the Project, meaning a sale or taking:

(i) That renders more than fifty percent (50%) of the Residences uninhabitable (such determination to be made by the Declarant and Board in case of a sale and by the court in the case of a taking); or

(ii) That renders the Project as a whole uneconomic as determined by Declarant and the vote or written consent of those Owners and Mortgagees required pursuant to Article XVIII, Section 3, the right of Declarant and any Owner to partition through legal action shall revive immediately. However, any determination that a sale or taking is total must be made before the proceeds from any sale or award are distributed. The proceeds of any such total sale or taking of the Project, together with the proceeds of any sale pursuant to a partition action, after payment of all expenses relating to the sale, taking or partition action, shall be paid first to all Owners and to their respective Mortgagees in the proportion that the fair market value of each Residence bears to the fair market value of all Residences in the Project, and second to Declarant in an amount equal to the reduction in the fair market value of Declarant's fee interest in the Residential Lots and the Common Area. Fair market value shall be determined as set forth below.

(b) In the event of a partial sale or taking of the Project, meaning a sale or taking that is not a total taking

as described above, the proceeds from the sale or taking shall be paid or applied in the following order of priority and any judgment of condemnation shall include the following provisions as part of its terms:

(i) To the payment of expenses of Declarant and the Association in effecting the sale or to any prevailing party in any condemnation action to whom such expenses are awarded by the court to be paid from the amount awarded; then

(ii) To Declarant and Owners and to their respective Mortgagees, as their interests may appear, whose Residences have been sold or taken, an amount equal to the fair market value of each such Residence as determined below, less such Owners' share of the above expenses (which share shall be in the proportion that the fair market value of each such Residence bears to the fair market value of all Residences in the Project sold or taken in such proceeding). After such payment, the recipient shall no longer be deemed an Owner or a member, and the Declarant and the Association, acting as attorney-in-fact of all Owners, shall amend the description of the Project (if necessary) and this Declaration to eliminate from the Project the Residences so sold or taken;

(iii) To Declarant, an amount equal to the fair market value of Declarant's fee interest in any Common Area or Residential Lot sold or taken;

(iv) To any remaining Owner and his or her Mortgagees, as their interests may appear, whose Residence has been diminished in fair market value as a result of the sale or taking disproportionate to any diminution in fair market value of all Residences, as determined below, but as of a date immediately after any announcement of condemnation, an amount up to the total diminution in value; then

(v) To Declarant, the balance of the sale proceeds or award.

4. Fair Market Value as Appraisal Standard. Wherever in this Section reference is made to a determination of the fair market value of real property (including Residences, Residential Lots and Common Area), it shall mean the fair market value of such property as of a date immediately prior to the announcement of condemnation as determined by an appraisal by an independent appraiser selected by the Association, who shall be a member of the Society of Real Estate Appraisers or other nationally recognized appraiser organization and who shall apply its or such other organization's standards in determining the value or fair market value of such property. The cost of such appraisal shall be paid from the sale proceeds.

In determining fair market value of any portion of the Project and in determining the relative interests of Declarant and the Board, as attorney-in-fact for the Owners, therein, the appraiser shall observe the provisions of the Residential Lot Leases, Common Area Lease and the resale controls set forth in Articles XI and XII of this Declaration.

ARTICLE XV - WAIVER OF PARTITION

During the term hereof, no Owner shall sever his or her ownership interest in a Residence or any portion of a Residence from his or her membership in the Association or his or her right of use in and to the Common Area. The Owners and all other persons having an interest in the Project shall have no right or cause of action for a judicial partition of the Project, the Common Area, or any part thereof during the term hereof; provided, however, that a partition of the Project, including all Residences, shall be permitted if (1) three years after damage or destruction of the Project which renders in material part thereof unfit for its prior use, the Project has not been rebuilt or repaired substantially to its state prior to its damage or destruction, or (2) three-fourths or more of the Project has been destroyed or substantially damaged and the Owners holding in aggregate more than a majority of the voting power in the Association are opposed to repair or restoration of the Project. Nothing in this paragraph shall prohibit co-ownership of a Residence.

ARTICLE XVI - EASEMENTS AND RIGHTS OF ENTRY

Declarant specifically reserves for the benefit of the Association, for the Owners in common, and for each Owner severally, as their respective interest shall obtain, the easements, reciprocal negative easements, secondary easements and rights of way which are identified in this Article.

1. Declarant's Easement. To the extent necessary to permit construction, erection and sale or leasing of any Residence, there is reserved for the benefit of Declarant an easement in gross over and through the Residential Lots and Common Area and of entry and access for the purposes of such construction, erection and sales activity, which easement shall terminate upon completion of the construction of the Residences. There shall also be reserved for the benefit of Declarant an easement in gross over and through the Common Area and of entry and access for the purpose of leasing, maintaining and repairing Residences owned by Declarant.

2. Owner's Easement. There is reserved for the benefit of each Residential Lot, and the Owner thereof, as dominant tenement:

(a) A nonexclusive easement for utility services and the drainage of surface waters at reasonable places over, under and through the Project and each other Residential Lot Lease as the servient tenement;

(b) A nonexclusive easement for the use and enjoyment of and for ingress and egress to and from each Residential Lot, over and through the Common Area; and

(c) An easement for encroachment, occupancy and use of such portion of the Project and other Residential Lots, jointly as the servient tenement, as shall be encroached upon and occupied by the Residence located within the Residential Lot which is the dominant tenement, as a result of any alluvian accretion, erosion, subsidence, landslide, collapse, deterioration, decay, construction error, portions of Residential Lots (including without limitation, roof overhangs, foundations and party walls) which encroach upon other Residential Lots or the Common Area or movement or subsidence of buildings, structures or any portion thereof. The easement of encroachment here reserved shall continue notwithstanding that the encroachment may be cured by repair, reconstruction or restoration.

3. Owner's Right of Entry. To the extent reasonably necessary for the performance of an Owner's duties under Article VII, each Owner upon obtaining written approval from the Board, shall have a right to enter upon other Residential Lots and the Common Area at reasonable hours and after reasonable notice to the Owner of any Residential Lot to be entered upon.

4. Association's Easements and Rights of Entry. There is reserved to the Association, its agents and servants, an easement in gross over all Residential Lots as the servient tenement, and easements of entry and of access (a) for the installation and maintenance of sewers, storm drains, drainage facilities, utility meter boxes and utility lines which are part of the Common Area or Residential Lots; (b) for landscaping and maintenance of Common Area, exterior of Residences and Residential Lots; and (c) for the performance generally of its rights and duties as provided in this Declaration. For purposes set forth herein, the Association, through its duly authorized officers, agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Residential Lot at reasonable hours, and to grant, as attorney-in-fact for all the Owners, licenses for utilities or other public or quasi-public facilities in, over, and under the Common Area or a Residential Lot, provided no such license may be granted if it would permanently interfere with the use or enjoyment of any Owner of his or her Residential Lot.

ARTICLE XVII - AMENDMENTS

1. Amendment Before Close of First Sale. Before the close of the first sale of a Residence in the Project to a purchaser other than Declarant, this Declaration and any amendments to it may be amended in any respect or revoked by the execution by Declarant of an instrument amending or revoking the Declaration.

2. Amendment After Close of First Sale.

(a) Subject to the provisions of Article XVIII and subsection (b), below, after the close of the first sale of a Residence in the Project to a purchaser other than Declarant, this Declaration may be amended or revoked in any respect by the vote or written consent of the holders of not less than fifty-one percent (51%) of the votes of the voting power of the Association as defined in Article III, Section 2. However, if any provision of this Declaration requires a greater or lesser percentage of the voting rights of Owners in order to take affirmative or negative action under such provision, the same percentage of Owners shall be required to amend or revoke such provision.

(b) The consent of Declarant shall be required before any amendment or revocation of all or any provision of this Declaration shall become effective. Also, if the consent or approval of any other governmental authority, Mortgagee or any other person, firm, agency or entity is required under this Declaration with respect to any amendment or revocation of any provision of this Declaration, no such amendment or revocation shall become effective unless such consent or approval is obtained.

(c) Any amendment or revocation subsequent to the close of such first sale shall be evidenced by an instrument certified by the secretary or other duly authorized officer of the Association, shall make appropriate reference to this Declaration, its amendments and any consent required hereunder, and shall be acknowledged and recorded in the office of the County Recorder of the County.

3. Conformance With Mortgagee Requirements. It is the intent of Declarant that this Declaration and the Articles and Bylaws of the Association and the Project in general, shall now and in the future meet such requirements as are necessary to permit the purchase, guarantee, insurance or subsidization of any mortgage of a Residence in the Project by the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association. The Association and each Owner shall take any action or shall adopt any resolutions required by Declarant or any Mortgagee to conform this Declaration or the Project to the requirements of any of these entities.

ARTICLE XVIII - MORTGAGEE PROTECTION

1. Mortgage Permitted. Any Owner may encumber his or her Residence with a Mortgage.

2. Subordination. Any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to the rights of any first Mortgage that encumbers all or a portion of the Project, or any Residence, made in good faith and for value; and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of such mortgage unless the Mortgagee expressly subordinates its interest, in writing, to such lien. If any Residence is encumbered by a first Mortgage made in good faith and for value, the foreclosure of any lien created by any provision set forth in the Declaration for assessments, or installments of assessments, shall not operate to affect or impair the lien of the Mortgage. On foreclosure of the Mortgage, the lien for assessments or the installments that have accrued up to the time of foreclosure shall be subordinate to the lien of the Mortgage, with the foreclosure-purchaser taking title to the Residence free of the lien for assessments or installments that have accrued up to the time of the foreclosure sale. On taking title to the Residence the foreclosure-purchaser shall be obligated to pay only assessments or other charges levied or assessed by the Association that became due or payable on or after the foreclosure-purchaser acquired title to the Residence. The subsequently levied assessments or other charges may include previously unpaid assessments, provided all Owners including the foreclosure-purchaser and his successors and assigns are required to pay their proportionate share as provided in this clause.

3. Control of Amendment of Project Documents. Unless a greater percentage is expressly required by this Declaration, the Articles, the Bylaws, or by law, the prior written consent (or deemed consent as provided below in this Section), of sixty-seven percent (67%) of the voting power of the Association as defined in Article III, Section 2 and of fifty-one percent (51%) or more of the first Mortgagees of Residences encumbered by first Mortgages shall be required to add or amend any material provisions of the Declaration, the Articles, the Bylaws, or the Common Area Lease which establish, provide for, govern, or regulate any of the following:

(a) Voting;

(b) Assessment, collection of assessments, assessment liens or subordination of such liens;

(c) Reserves for maintenance, repair and replacement of Common Area or improvements located on the

(d) Casualty and liability insurance or fidelity bonds, including the use of insurance proceeds resulting from loss to Residences or Common Area;

(c) Rights to use the Common Area;

(f) Responsibility for maintenance and repair of Residential Lots and the Common Area and their improvements;

(g) Expansion or contraction of the Project or the addition, annexation, or withdrawal of real property to or from the Project, including condemnation and condemnation awards;

(h) Boundaries of any Residential Lot;

(i) The interests or rights of the Association or Owners in and to the Common Area;

(j) The convertibility of Residential Lots into Common Area or of Common Area into a Residential Lots;

(k) The leasing of Residences;

(l) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Residence; or

(m) Any provisions that are for the express benefit of first Mortgagees or insurers or governmental guarantors of first mortgages.

(n) The right of the Association to terminate professional management of the Project.

(o) Restoration or repair of the Project after partial condemnation or damage resulting from an insurable hazard which is not in accordance with this Declaration and the original plans and specifications.

For purposes of this provision, an addition or amendment shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any first Mortgagee who receives a written request to consent to additions or amendments requiring consent under this provision who does not deliver or post to the requesting party a negative response within thirty (30) days after such receipt shall be deemed to have consented to such request.

4. Effect of Breach. No breach of this Declaration shall defeat or render invalid the lien of any First Mortgage or First Deed of Trust made in good faith and value. However, each and all of the provisions hereof shall be binding upon and effective against any Owner whose title to a Residence is

acquired by or through trustee's sale or foreclosure of a first Mortgagee or first Deed of Trust, except that said person who acquires title in such manner shall take title free of the lien hereof for all assessments that have accrued up to the time of the trustee's Sale or foreclosure but subject to the lien hereof for all such charges that shall accrue subsequent thereto. The breach of any of the provisions hereof shall be enjoined, abated or reviewed by appropriate proceedings, notwithstanding the lien or existence of any such Mortgage.

5. Approval. Notwithstanding any provision in this Declaration which may be to the contrary, and in addition to all other approvals and consents required to be obtained from Mortgagees under this Declaration, unless the prior written approval of sixty-seven percent (67%) of the voting power of the Association as defined in Article III, Section 2 and sixty-seven percent (67%) or more of the first Mortgagees of Residences encumbered by first Mortgages is obtained, the Association shall not be entitled to:

(a) By act or omission fail to restore improvements in the Common Area after damage thereto or destruction thereof, or seek to abandon, partition, subdivide, encumber, sell or transfer any interest in the Common Area. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Project shall not be deemed a transfer within the meaning hereof;

(b) Change the method of determining assessments from that provided in Article V;

(c) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or exterior appearance or maintenance of the Residences, the maintenance of party walks, party walls, common fences and driveways, or the upkeep of landscaping within the Common Area;

(d) Fail to maintain fire and extended coverage on insurable Common Area and Residences as provided in Article VI;

(e) Use hazard insurance proceeds for losses to Common Area and Residences for other than repair, replacement or reconstruction thereof;

(f) Change the rights of refusal and the restrictions on the rights of Owners to sell, transfer or otherwise convey Residences contained herein;

(g) Change any provisions of this Declaration that are for the express benefit of first Mortgagees or insurers or governmental guarantors of first Mortgages.

6. Books and Records. First Mortgagees of Residences shall have the right to examine the books and records of the Association at reasonable times and after reasonable notice.

7. Right to Make Payments. First Mortgagees of Residences may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on insurance policies, or secure new insurance coverage on the lapse of a policy for the Common Area, and Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association. This paragraph constitutes an agreement by the Association for the express benefit of all Mortgagees, and, upon request by any Mortgagee the Association shall execute and deliver to such Mortgagee a separate written agreement embodying this provision.

8. Damage; Condemnation Proceedings; Insurance.

(a) In the event of substantial damage to or destruction of the Project or portion thereof or to any Residence, or if any portion of the Project is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired under threat of condemnation, the Mortgagee with respect to any Residence shall be entitled to timely written notice of such damage, destruction, proceedings or proposed acquisition, and no provision of the Articles, Bylaws or this Declaration shall entitle an Owner or other party to priority over such Mortgagee with respect to the distribution for such Residence of any award, settlement or insurance proceeds. The notice required hereunder shall be given by the Association within 10 days of the occurrence of any such loss or taking;

(b) All applicable fire and all physical loss or extended coverage insurance policies with respect to the Project shall contain loss-payable clauses acceptable to the affected Mortgagees, naming the Mortgagees as their interests may appear.

9. Notices to Mortgagees of Record. Upon written request to the Association, identifying the name and address of a first Mortgagee and the applicable Residential Lot number or address, any Mortgagee or an institutional insurer or guarantor of a Mortgage will be entitled to a timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Project or any Residence on which there is a first Mortgage held, insured, or guaranteed by such Mortgagee or institutional insurer or guarantor, as applicable.

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Residence subject to a first Mortgage held, insured or guaranteed by such a Mortgagee or

institutional insurer or guarantor, which remains uncured for a period of sixty (60) days.

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of eligible Mortgagees as specified in Article XVIII, Section 3 and Section 5.

10. Examination of Books and Records. All first Mortgagees of Residences shall have the right, upon request, to examine Association books and records during normal business hours, receive an annual audited financial statement of the development within ninety (90) days following the end of any fiscal year of the development, and receive written notice of all meetings of the Association (in the same manner prescribed in the Bylaws for Owners) and designate a representative to attend all such meetings.

11. Management and Operations. In addition to the requirements of this Article, in the event professional management of the Association has been required by any eligible Mortgagee, mortgage insurer or guarantor, and implemented by the Association, any decision to establish self-management by the Association shall require the prior consent of sixty-seven percent (67%) of the voting power of the Association and the approval of eligible Mortgagees which have fifty-one percent (51%) of the votes of all Residences encumbered by mortgages.

ARTICLE XIX - DECLARANT'S CONTINUING RIGHTS

1. Failure of Association to Maintain. In the event the Association shall fail, refuse or neglect to take such acts, pursuant to Sections 2 and 3 of Article VII, as are necessary:

(a) To maintain the Project or any part thereof in good, proper and attractive condition, free of all liens other than any Mortgages permitted on individual Residences, or

(b) To maintain reserves adequate and prudent to provide for anticipated repair, replacement or major maintenance of Residences and improvements in the Common Area, or

(c) To otherwise assure compliance by all Residence Owners with the covenants and obligations of Article III of the Residential Lot Leases, including doing or performing the act or thing therein provided to be done or performed by any lessee, and if such failure, refusal or neglect shall continue for a period of 10 days, or such longer time as is reasonably required, after written notice from Declarant

specified in the nature of the act or thing to be done or performed, THEN Declarant may, without obligation or liability for failure to do so, do or perform or cause to be done or performed such act or thing or such other acts or things as it deems necessary to achieve compliance with the terms hereof, and with the terms of the Common Area Lease or the Residential Lot Leases (entering upon the Project for such purposes, if Declarant shall so elect). Declarant shall not be held liable or in any way responsible for any loss, inconvenience or damages resulting to the Association or Owners or the invitees, guests, licensees, contractors, Mortgagees or sublessees thereof, except for willfully or grossly negligent acts. No act or thing done by Declarant, pursuant to the provisions of this paragraph, shall be construed as a waiver by Declarant of any default by the Association or any Owner under any lease of any covenant, term or condition herein contained.

2. Assessments for Declarant's Costs. Any costs incurred by Declarant pursuant to any action taken pursuant to paragraph 1 of this Article will be allocated by Declarant to each Residence and its Owner in accordance with the provisions of the Residential Lot Leases. In the absence of fraud or gross error, such determination and allocation shall be final and binding upon the Association and all Owners. However, if a cost incurred by Declarant arises out of an act or thing that is not the primary responsibility of the Association, but is that of the Owner of a Residence as a result of failure to do or perform such act, and Declarant has given written notice to the Association as provided herein, then the entire amount of such cost shall be assessed to the Owner failing to do the act or thing required of him or her.

3. Working Capital Reserve. Declarant shall establish a working capital fund for the initial months of the Project's operation equal to two (2) months' assessments for each Residence.

ARTICLE XX - MISCELLANEOUS PROVISIONS

1. Inspection of Association's Books.

(a) The membership register, books of account and minutes of meetings of the Members, of the Board and its committees shall be made available for inspection and copying by any Member or by his or her duly-appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member, at the office of the Association or in such other place within the Project as the Board shall prescribe.

(b) The Board shall establish reasonable rules with respect to:

(i) Notice to be given by the Member desiring to make the inspection;

(ii) Hours and days of the week when such an inspection may be made;

(iii) Payment of the cost of reproducing copies of documents requested by a Member.

(c) Every director of the Association shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

2. Water Supply and Usage. Water and sewerage services are being provided to the Project by Declarant, who has the authority to restrict water service to the Project. In the event Declarant exercises such authority so as to restrict the water supply to the Project, the Board shall have the authority to restrict the amount of water available to the Common Area and to each Residence, to restrict the use of such water made by members of the Association, and to adopt such rules and regulations as may be necessary from time to time to comply with any limitations or restrictions made applicable to the Project concerning water supply and usage. Such rules and restrictions shall be imposed in an equitable manner considering such factors as the respective area of the premises being restricted, the number of users and other relevant facts. The Association may bill Owners for water and sewage based upon either volume or upon such other apportionment as the Board shall deem equitable.

For purposes of the foregoing, the Association and Declarant have entered into that certain Utility Services Agreement regarding the provisions of water and sewer services to the development. Under the Utilities Services Agreement, the Association is obligated to pay for the utilities used in connection with the Common Area and the common facilities and to act as collection agent with respect to collection of the utility charges imposed on each Owner. Accordingly, the Association shall bill each Owner for his or her share of the utility charges (as determined by metering of water usage) and may suspend utility service to any Owner who is delinquent in his payment of utility charges until such delinquency, plus any costs, penalties and interest that has accrued, has been paid in full. While the utility charges to be collected from each Owner are not to be deemed part of the general assessment under Article V, Section 3(a), if any Owner fails to pay such charges as made from time to time by the Association as agent hereunder, the Association may levy a special assessment against such Residence pursuant to the provision set forth in Article V, Section 3(c).

3. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Project.

4. Mortgagee Protection. It shall be the duty of each Owner whose Residence is encumbered by a first Mortgage or deed of trust promptly to notify the Association through its secretary of the name and address of such Mortgagee or beneficiary, and the Association shall maintain a record of shall not affect the validity of the remaining provisions.

5. Successors and Assigns. This Declaration shall inure to the benefit of and be binding upon the successors and assigns of Declarant and the Association, and on the heirs, personal representatives, grantees, lessees, successors and assigns of the Owners.

6. Bylaws. The Owners shall have the right to adopt, for the Association, and to amend reasonable Bylaws. To the extent that any provision of the Bylaws which may be adopted by the Owners shall conflict with the provisions of this Declaration, the provisions of this Declaration shall control.

7. Cumulative Remedies. Each remedy provided for in this Declaration shall be cumulative and not exclusive. The failure to exercise any remedy provided for in this Declaration shall not, under any circumstances, be construed as a waiver of the remedy.

8. Violations as Nuisance. Every act or omission in violation of the provisions of this Declaration shall constitute a nuisance and, in addition to all other remedies set forth, may be abated or enjoined by any Owner, any member of the Board or the Association.

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

10. Incorporation of Exhibits. All exhibits referred to are attached to this Declaration and incorporated by reference.

11. Easements Reserved and Granted. Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in a deed to any Residence.

12. Delivery of Notices and Documents. Any written notice or other documents relating to or required by this

Declaration may be delivered personally or by mail. If by mail, such notice, unless expressly provided herein or in the Bylaws to the contrary with accord to the type of notice being given, shall be deemed to have been delivered and received forty-eight (48) hours after a copy thereof is deposited in the United States mail, postage and fees prepaid, addressed as follows:

(a) If to an Owner, other than Declarant, to the address of the Owner's Residence in the Project, or to the address last furnished by such Owner for the purpose of giving notice and delivering documents to the Board. Each Owner, other than Declarant, shall file in writing with the Board promptly upon becoming an Owner his or her address for the purpose of giving notice and delivering documents, and shall promptly notify the Board in writing of any subsequent change of address;

(b) If to Declarant, whether in its capacity as an Owner, or in any other capacity, to:

Chancellor,
University of California
Santa Barbara, California 93106

With a copy to:

The Regents of the University
of California
Office of Faculty Housing
Berkeley, California 94720

or such other successor address as Declarant shall hereafter indicate by notice.

(c) Prior to the organization meeting, notices to the Board shall be addressed to the address set forth in this Section and Article for the giving of notice to the Declarant. Thereafter, notices to the Board shall be addressed to the secretary of the Association, and the Board shall cause the address of the secretary of the Association to be posted at all times in the conspicuous place located in the Common Area. In addition, from and after the organization meeting, notice of the address of the secretary of the Association shall be given by the

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Board to each Owner within a reasonable time after the Board has received actual notice of such Owner's purchase of a Residence.

IN WITNESS WHEREOF, Declaration has executed this instrument on the day and year first above written.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

By Robert S. Michaelson
Robert S. Michaelson

By _____

STATE OF CALIFORNIA -----) S.S.
COUNTY OF SANTA BARBARA -----)

On this the 8th day of December, 1986 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert S. Michaelson, personally known to me or proved to me on the basis of satisfactory evidence to be The Vice Chancellor of the University of California, Santa Barbara, and that he executed the within instrument on behalf of The Regents of the University of California, a California Corporation, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Regents.

Signature Marilyn Flaeschel

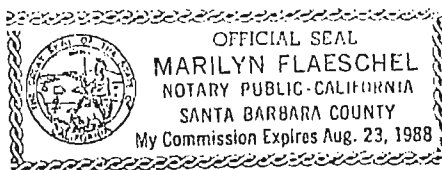


EXHIBIT "A"

That certain real property in the county of Santa Barbara, State of California, being a portion of the Rancho Los Dos Pueblos, according to the patent thereof recorded in Book A, Page 323 of Patents, as shown on a Record of Survey of the Devereux School property, filed in Book 83, Page 92 of Records of Survey, records of said County, described as follows:

Commencing at the northeast corner of the 221.47 acre tract as shown on said Record of Survey;

Thence S. ~~0° 00' 54"~~ along the east line of said 221.47 acre tract for 1672.24 feet to the true point of beginning;

Thence 1st, S. 0° 00' 54" W. continuing along said east line for 636.40 feet;

Thence 2nd, N. 85° 21' 23" W. for 776.37 feet;

Thence 3rd, N. 44° 08' 43" W. for 114.07 feet to a point on the 32.95 acres parcel as shown on said Record of Survey;

Thence 4th, N. 45° 50' 05" E. for 197.82 feet to the beginning of a non tangent curve to the left having a delta of 43° 25' 44" and a radius of 175.00 feet, the radial center of which bears N. 44° 11' 32" W.;

Thence 5th, Northwesterly along the arc of said curve for 132.65 feet;

Thence 6th, N. 2° 17' 09" E. for 116.93 feet to a non tangent curve to the left having a delta of 24° 21' 22" and a radius of 350.00 feet, the radial center of which bears N. 87° 39' 43" W.;

Thence 7th, Northwesterly along the arc of said curve for 148.78 feet;

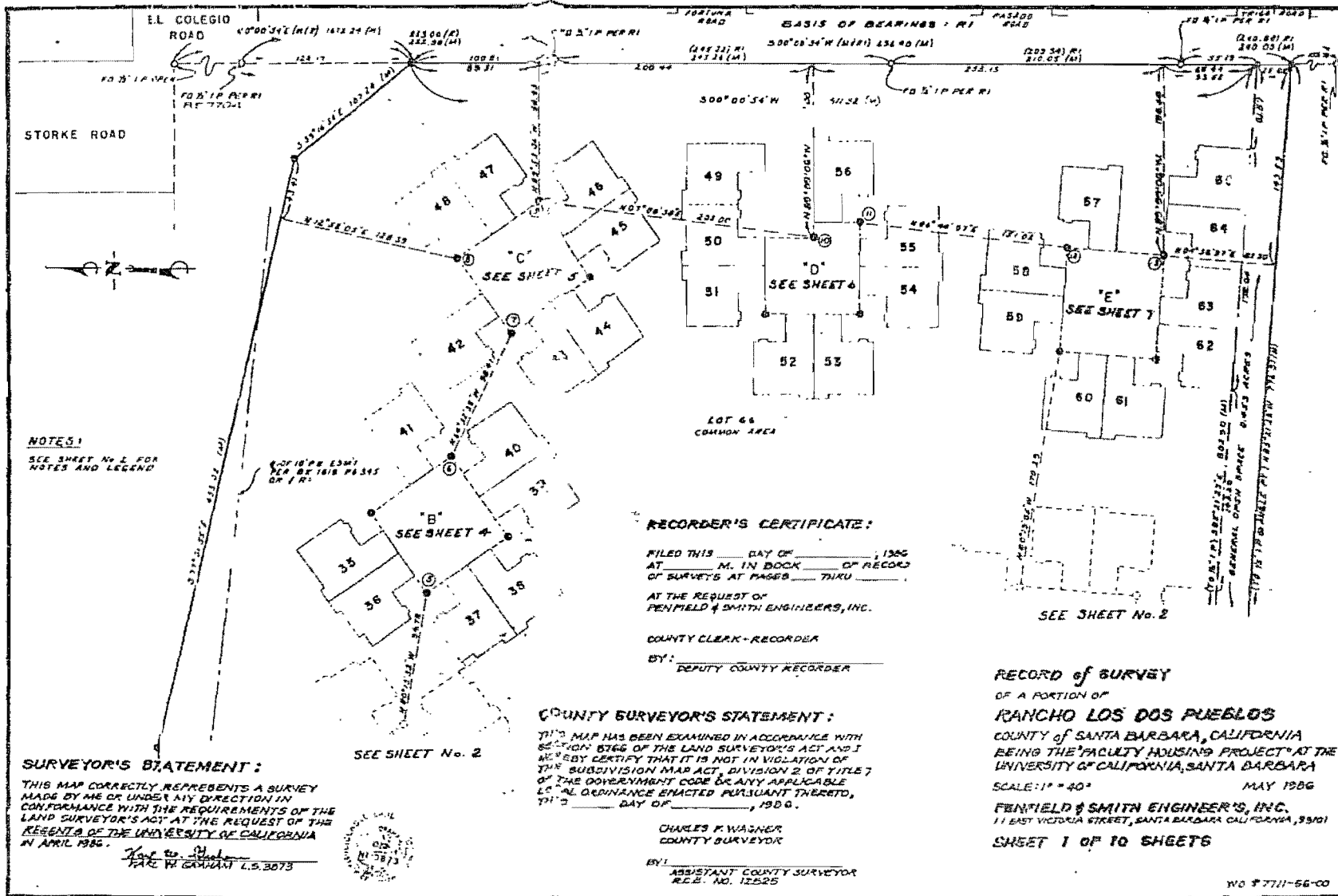
Thence 8th, N. 25° 51' 38" E. for 76.89 feet;

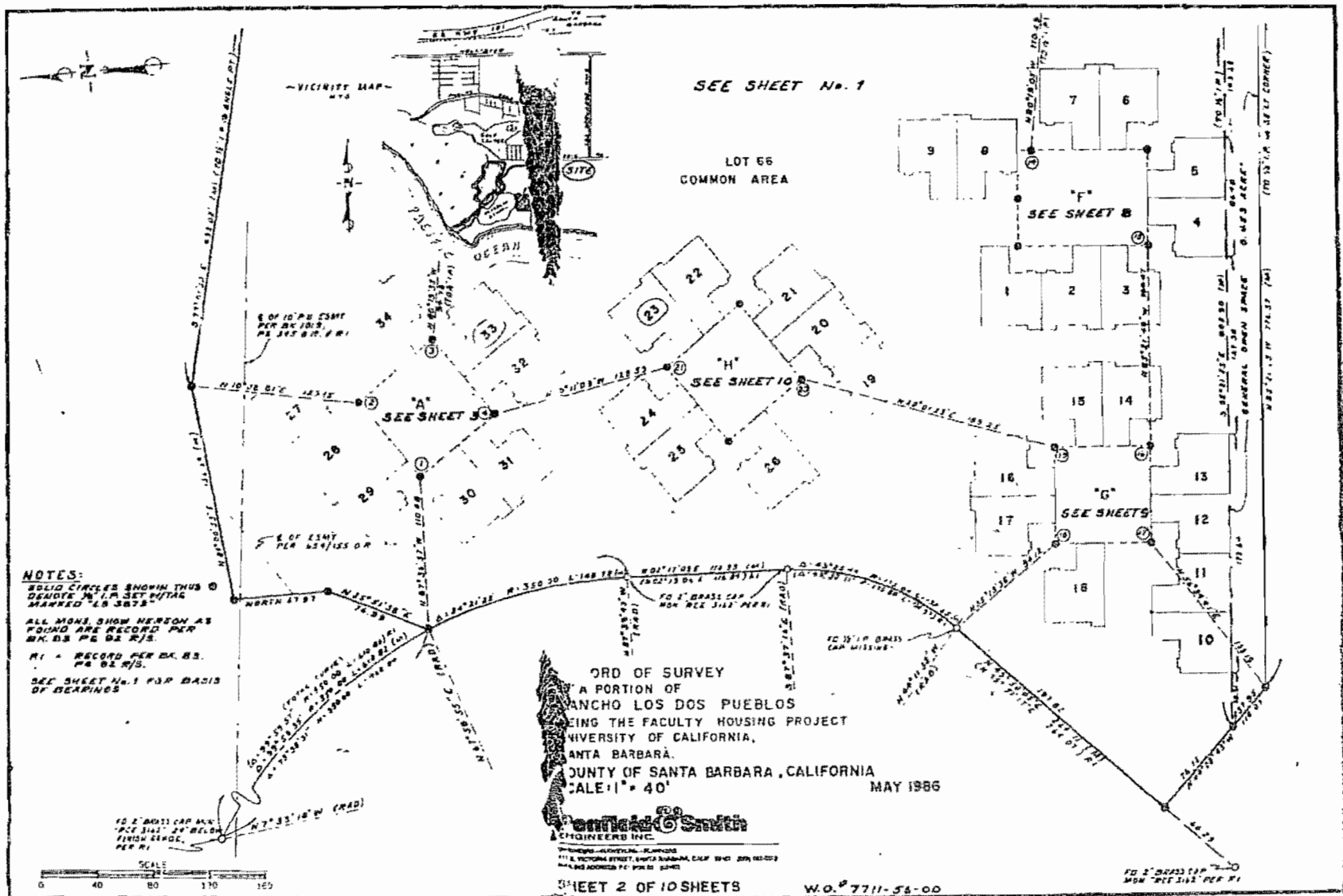
Thence 9th, North for 67.97 feet;

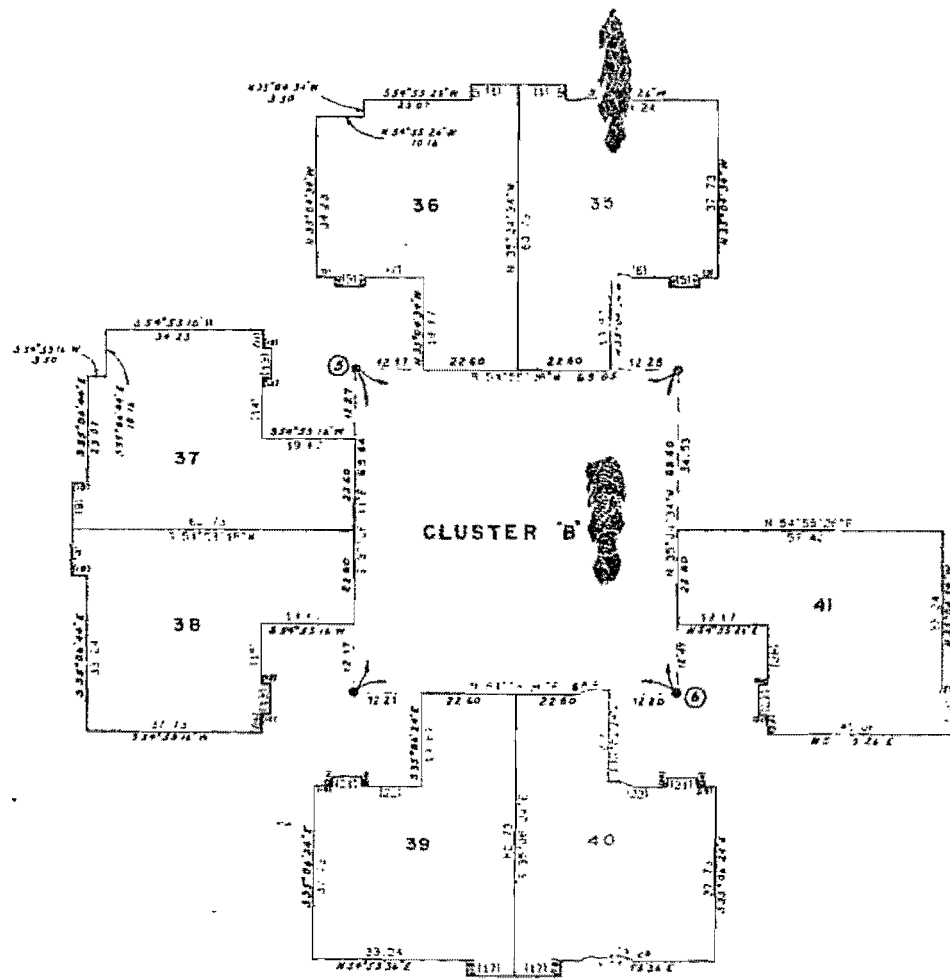
Thence 10th, N. 84° 00' 53" E. for 156.69 feet;

Thence 11th, S. 77° 01' 55" E. for 433.02 feet;

Thence 12th, S. 39° 16' 54" E. for 107.24 feet to the point of beginning.







TANGENT TABLE		
NO	DISTANCE	BEARING
1	10.01	N 54°55'35"E
2	3.33	S 35°04'34"E
3	4.00	S 54°55'26"W
4	2.00	S 35°04'34"E
5	6.40	S 54°55'26"W
6	10.24	S 54°55'26"W
7	10.20	S 54°55'26"W
8	4.04	S 54°55'26"W
9	10.00	N 35°06'44"E
10	3.33	N 54°53'16"E
11	4.00	S 35°06'44"E
12	2.00	N 54°53'16"E
13	6.40	S 35°06'44"E
14	10.24	S 35°06'44"E
15	10.26	S 35°06'44"E
16	3.88	S 35°06'44"E
17	10.00	S 54°53'36"W
18	3.33	N 35°06'24"W
19	4.00	N 54°53'36"E
20	2.00	N 35°06'24"W
21	6.40	N 54°53'36"E
22	10.24	N 54°53'36"E
23	3.33	N 54°55'26"E
24	10.17	S 35°04'34"E
25	4.02	N 35°04'34"E
26	2.02	S 54°55'26"W
27	6.42	N 35°04'34"E
28	10.38	N 35°04'34"E

NOTES:

SEE SHEET No. 1 FOR BASIS OF BEARINGS
SEE SHEET No. 2 FOR NOTES AND LEGEND

CLUSTER "B"
RECORD OF SURVEY
OF A PORTION OF
RANCHO LOS DOS PUEBLOS
BEING THE FACULTY HOUSING PROJECT
UNIVERSITY OF CALIFORNIA,
SANTA BARBARA.

COUNTY OF SANTA BARBARA, CALIFORNIA
SCALE: 1" = 15' MAY 1986

Pennell & Smith
ENGINEERS INC.

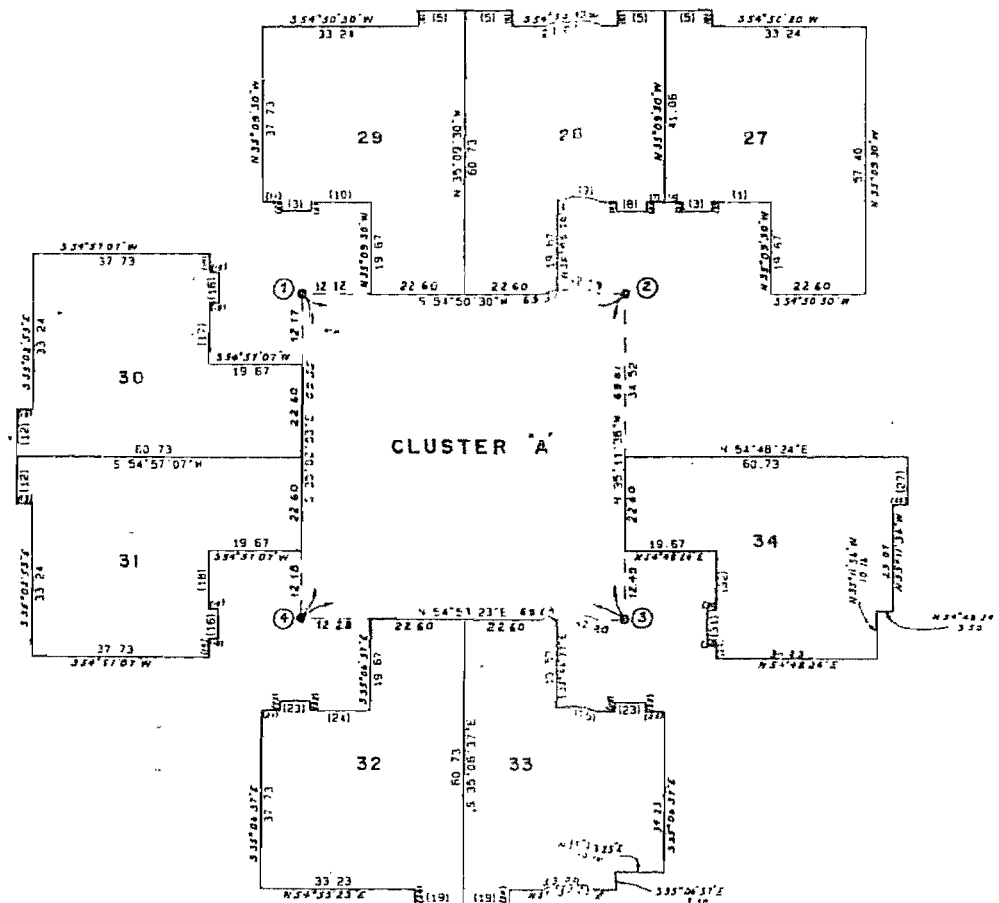
ENGINEERS - SURVEYORS - PLANNERS
111 E. VICTORIA STREET, SANTA BARBARA, CALIF. 93101 (805) 963-4032
FAXING: (805) 963-4032

SHEET 4 OF 10 SHEETS

W.D. 7711-56-00

Exhibit "A"

7711-56-00



NO.	DISTANCE	BEARING
1	10.43	S 54°50'30"E
2	2.00	S 35°09'30"E
3	6.38	S 54°50'30"W
4	3.83	S 54°50'30"E
5	10.00	N 54°50'30"E
6	3.33	S 35°09'30"E
7	3.82	S 54°50'30"W
8	6.40	S 54°50'30"W
9	10.28	S 54°50'30"E
10	10.25	S 54°50'30"W
11	4.01	S 54°50'30"W
12	10.00	N 35°02'53"W
13	3.33	N 54°57'07"E
14	4.00	S 35°02'53"E
15	2.00	N 54°57'07"E
16	6.40	S 35°02'53"E
17	10.24	S 35°02'53"E
18	10.24	S 35°02'53"E
19	10.01	S 54°53'23"W
20	3.33	N 35°06'37"W
21	3.98	N 54°53'23"E
22	2.00	N 35°06'37"W
23	6.40	N 54°53'23"E
24	10.24	N 54°53'23"E
25	10.24	N 54°53'23"E
26	4.00	N 54°53'23"E
27	10.17	S 35°11'36"E
28	3.33	S 54°48'24"W
29	3.97	N 35°11'36"W
30	2.00	S 54°48'24"W
31	6.40	N 35°11'36"W
32	10.43	N 35°11'36"W

NOTES:

SEE SHEET No. 1 FOR BASIS OF BEARINGS.
SEE SHEET No. 2 FOR NOTES AND LEGEND.

CLUSTER "A"
RECORD OF SURVEY
OF A PORTION OF
RANCHO LOS DOS PUEBLOS
BEING THE FACULTY HOUSING PROJECT
UNIVERSITY OF CALIFORNIA,
SANTA BARBARA.

COUNTY OF SANTA BARBARA, CALIFORNIA

SCALE: 1" = 15'

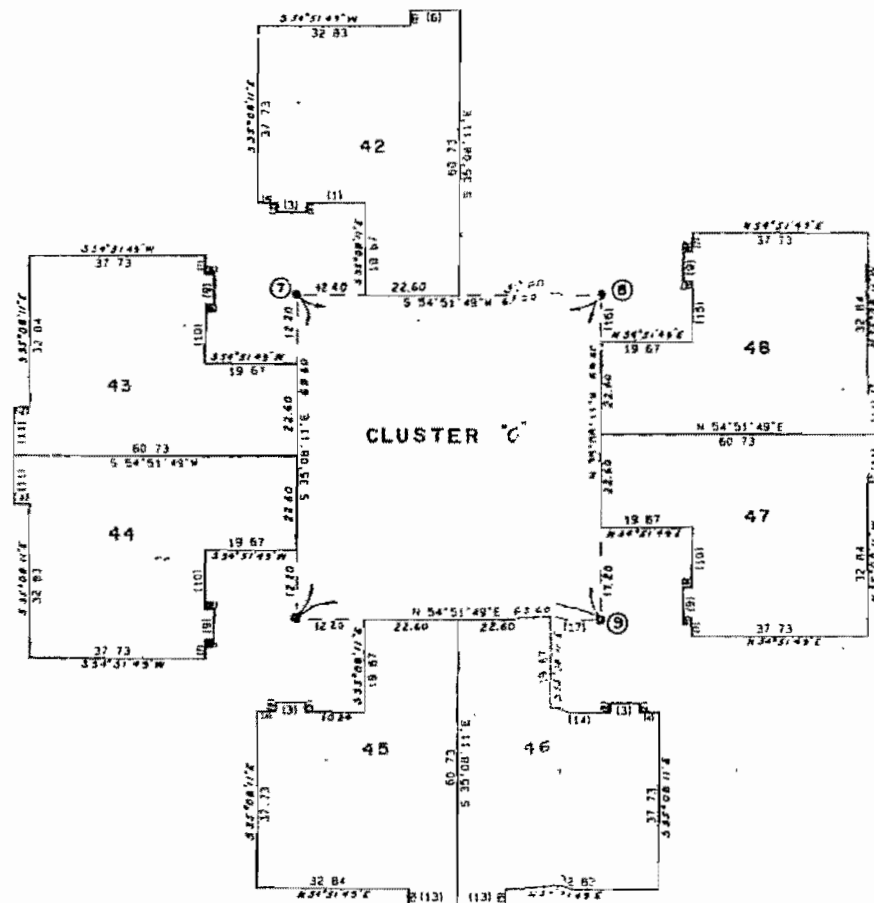
MAX 1986

Penfield & Smith
ENGINEERS INC.

ENGINEERS—SURVEYORS—PLANNERS
111 N. VICTORIA STREET, SANTA BARBARA, CALIF. 93101
SANTA BARBARA, CALIF. 93101

SHEET 3 OF 10 SHEETS

NO. 7711-5260



TANGENT TABLE		
NO.	DISTANCE	BEARING
1	10.40	S 54° 51' 49" W
2	2.00	S 35° 08' 11" E
3	6.40	S 54° 51' 49" W
4	4.00	S 54° 51' 49" W
5	3.33	N 35° 08' 11" E
6	10.57	N 54° 51' 49" E
7	4.00	S 35° 08' 11" E
8	2.00	N 54° 51' 49" E
9	6.40	S 35° 08' 11" E
10	10.24	S 35° 08' 11" E
11	10.41	N 35° 08' 11" W
12	3.33	N 54° 51' 49" E
13	10.41	S 54° 51' 49" W
14	10.24	N 54° 51' 49" E
15	10.24	N 35° 08' 11" W
16	7.20	S 35° 08' 11" E
17	8.20	S 54° 51' 49" W

NOTES:

SEE SHEET No 1 FOR BASIS OF BEARINGS.
SEE SHEET No 2 FOR NOTES AND LEGEND

CLUSTER "C"
RECORD OF SURVEY
OF A PORTION OF
RANCHO LOS DOS PUEBLOS
BEING THE FACULTY HOUSING PROJECT
UNIVERSITY OF CALIFORNIA,
SANTA BARBARA.

COUNTY OF SANTA BARBARA, CALIFORNIA
SCALE: 1" = 15' MAY 1986

Portfield & Smith
ENGINEERS & ARCHITECTS

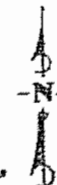
ENGINEERING—SURVEYING—PLANNING
111 E. VICTORIA STREET, SANTA BARBARA, CALIF. 93101 (805) 239-2525
MAILING ADDRESS P.O. BOX 80 (805) 239-2525

SHEET 5 OF 10 SHEETS

W.D. 7711-56-00



TANGENT TABLE		
NO	DISTANCE	BEARING
1	10.44	N 89°59'05"W
2	2.00	S 00°00'54"E
3	6.40	N 89°59'06"W
4	3.90	N 89°59'06"W
5	10.40	S 89°59'05"E
6	3.33	S 00°00'54"E
7	10.40	N 89°59'05"W
8	4.00	N 89°59'05"W
9	10.40	N 00°00'54"E
10	3.33	S 89°59'05"E
11	4.00	S 00°00'54"E
12	2.00	S 89°59'05"E
13	6.40	S 00°00'54"E
14	10.24	S 00°00'54"E
15	10.40	N 89°59'12"E
16	3.33	N 00°15'48"E
17	4.00	S 89°44'12"E
18	2.00	N 00°15'48"E
19	6.40	S 89°44'12"E
20	10.24	S 89°44'12"E
21	10.56	S 00°00'54"E
22	10.44	N 00°00'54"E
23	10.60	S 89°59'05"E
24	11.48	S 00°00'54"E
25	1.01	N 89°44'12"E
26	13.99	N 89°44'12"E
27	10.70	N 00°00'54"E

**NOTES:**

SEE SHEET No. 1 FOR BASIS OF BEARINGS
SEE SHEET No. 2 FOR NOTES AND LEGEND.

CLUSTER "D"
RECORD OF SURVEY
OF A PORTION OF
RANCHO LOS DOS PUEBLOS
BEING THE FACULTY HOUSING PROJECT
UNIVERSITY OF CALIFORNIA,
SANTA BARBARA.

COUNTY OF SANTA BARBARA, CALIFORNIA
SCALE: 1" = 15'

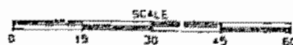
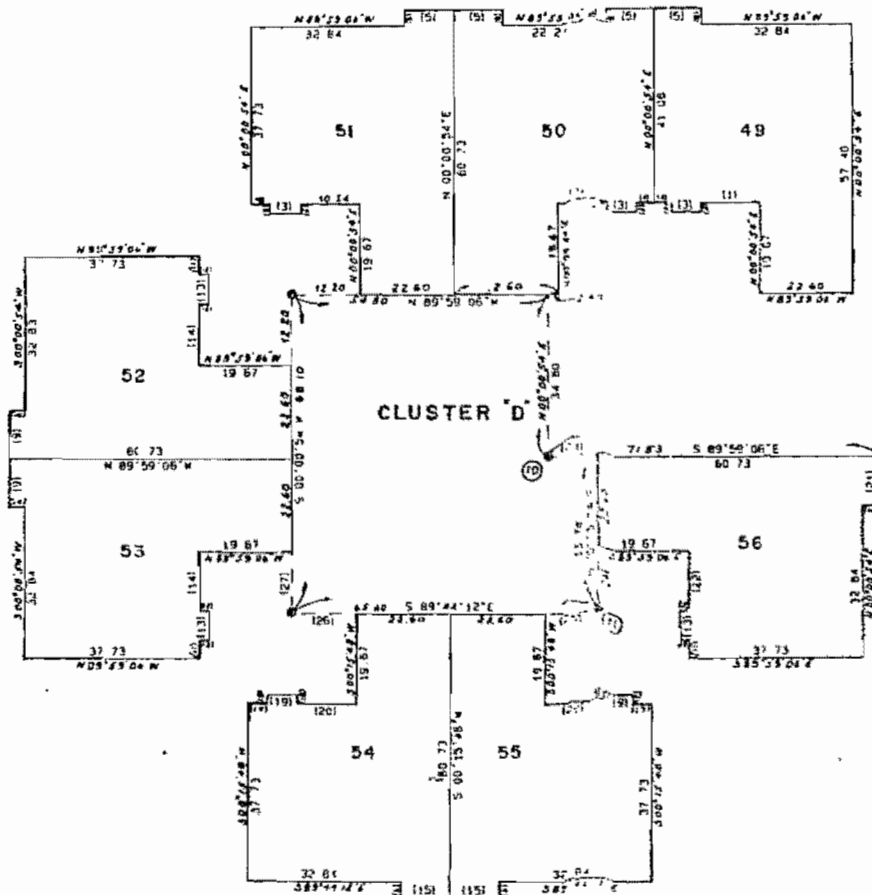
MAY 1986

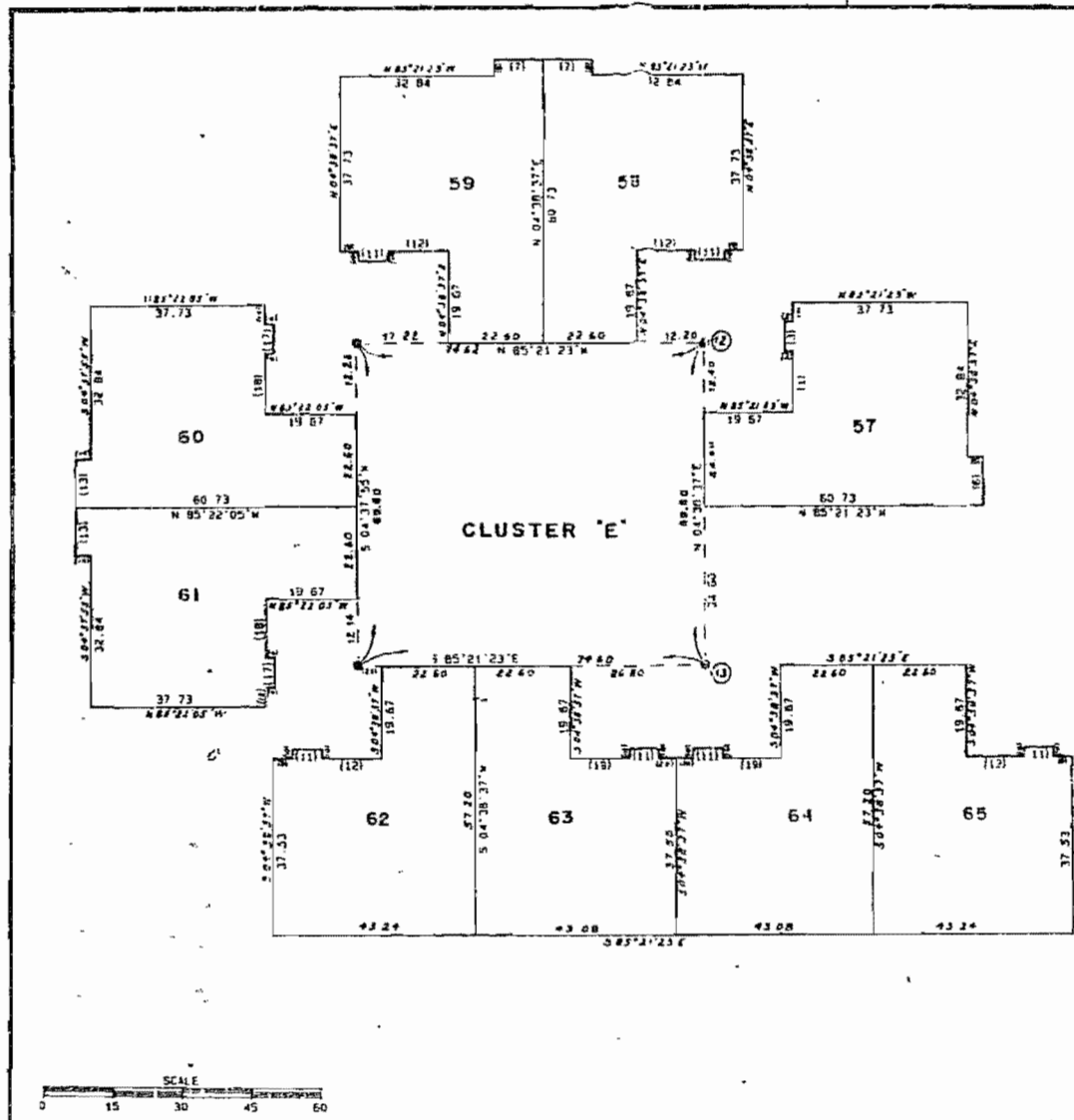
Pennell & Smith
ENGINEERS INC.

111 E. VICTORIA STREET, SANTA BARBARA, CALIF. 93101
TELEPHONE (805) 965-1111 FAX (805) 965-1112

SHEET 6 OF 10 SHEETS

WO. 7711-56-00





NO.	DISTANCE	BEARING
1	10.40	N 04° 38' 37\"E
2	2.00	N 85° 21' 23\"W
3	6.40	N 04° 38' 37\"E
4	4.00	N 04° 38' 37\"E
5	3.33	S 85° 21' 23\"E
6	10.57	S 04° 38' 37\"W
7	10.40	S 85° 21' 23\"E
8	3.33	S 04° 38' 37\"W
9	4.00	S 04° 38' 37\"W
10	2.00	S 85° 21' 23\"E
11	8.40	S 04° 38' 37\"W
12	10.24	N 04° 38' 37\"E
13	10.41	N 04° 38' 37\"E
14	3.33	S 85° 21' 23\"E
15	4.00	S 04° 38' 37\"W
16	2.00	S 85° 21' 23\"E
17	8.40	S 04° 38' 37\"W
18	10.24	S 04° 38' 37\"W
19	10.24	S 85° 21' 23\"E
20	3.00	S 85° 21' 23\"E
21	2.60	N 85° 21' 23\"W

NOTES:

SEE SHEET No. 1 FOR BASIS OF BEARINGS.
SEE SHEET No. 2 FOR NOTES AND LEGEND.

CLUSTER "E"
RECORD OF SURVEY
OF A PORTION OF
RANCHO LOS DOS PUEBLOS
BEING THE FACULTY HOUSING PROJECT
UNIVERSITY OF CALIFORNIA,
SANTA BARBARA.

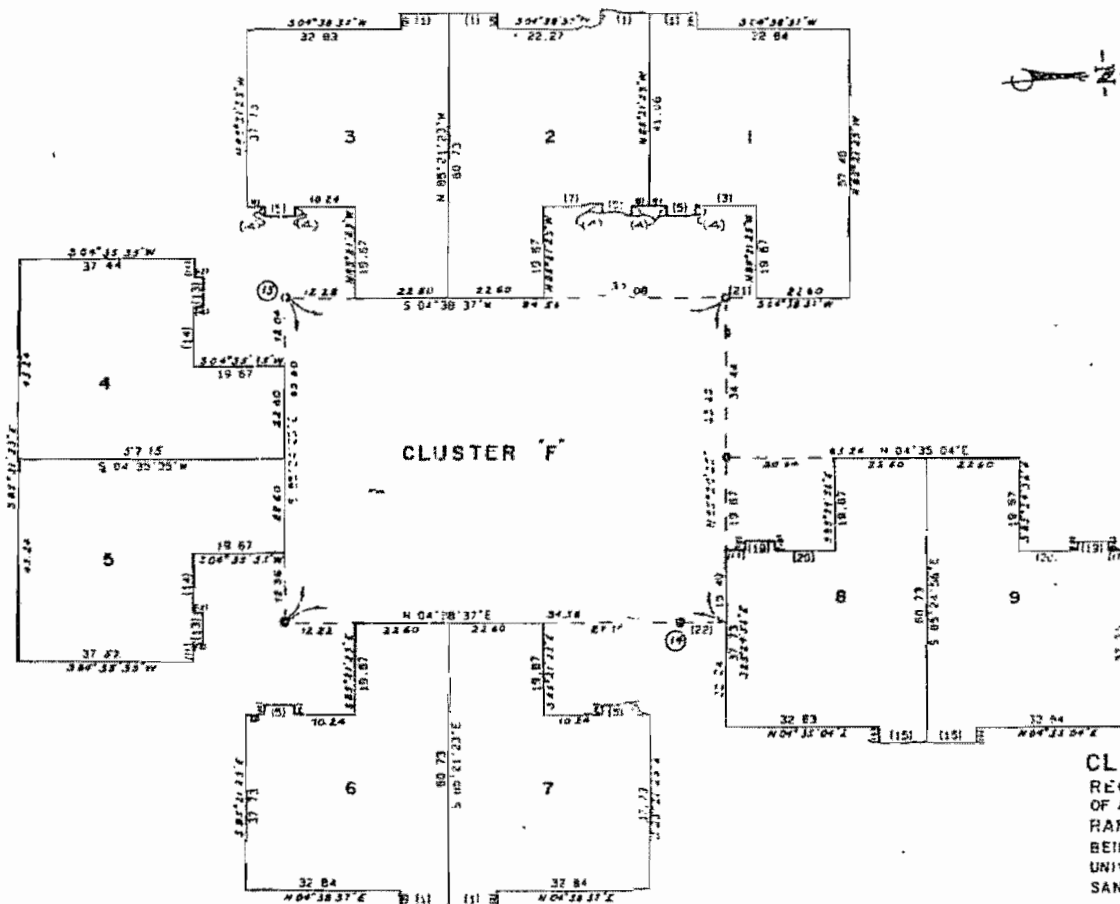
COUNTY OF SANTA BARBARA, CALIFORNIA
SCALE 1" = 15' MAY 1986

Penfield & Smith
ENGINEERS INC.

SURVEYING - PLANNING
111 E. VICTORIA STREET, SANTA ANTONIO, CALIF. 94801 (510) 433-0301
FEDERAL REGISTER P.O. BOX 90, BUREAU

SHEET 7 OF 10 SHEETS

W.D. 7711-52-00



TANGENT TABLE		
NO	DISTANCE	BEARING
1	12.40	N 04° 28' 37" E
2	3.33	S 85° 24' 25" W
3	10.44	S 04° 38' 37" E
4	2.00	S 85° 24' 25" W
5	8.40	S 04° 38' 37" E
6	3.80	S 04° 38' 37" E
7	10.24	S 04° 38' 37" E
8	4.00	S 04° 38' 37" E
9	10.40	N 85° 24' 25" W
10	3.33	N 04° 35' 04" E
11	4.00	S 85° 24' 25" E
12	2.00	N 04° 35' 04" E
13	8.40	S 85° 24' 25" E
14	4.14	S 85° 24' 25" E
15	10.40	S 04° 35' 04" W
16	3.33	N 85° 24' 55" W
17	4.00	N 04° 35' 04" E
18	2.00	N 85° 24' 55" W
19	6.40	N 04° 35' 04" E
20	10.24	N 04° 35' 04" E
21	4.04	N 04° 38' 37" E
22	10.00	S 04° 38' 27" W

NOTES:

SEE SHEET No. 1 FOR BASIS OF BEARINGS.
SEE SHEET No. 2 FOR NOTES AND LEGEND.

CLUSTER "F"
RECORD OF SURVEY
OF A PORTION OF
RANCHO LOS DOS PUEBLOS
BEING THE FACULTY HOUSING PROJECT
UNIVERSITY OF CALIFORNIA,
SANTA BARBARA.

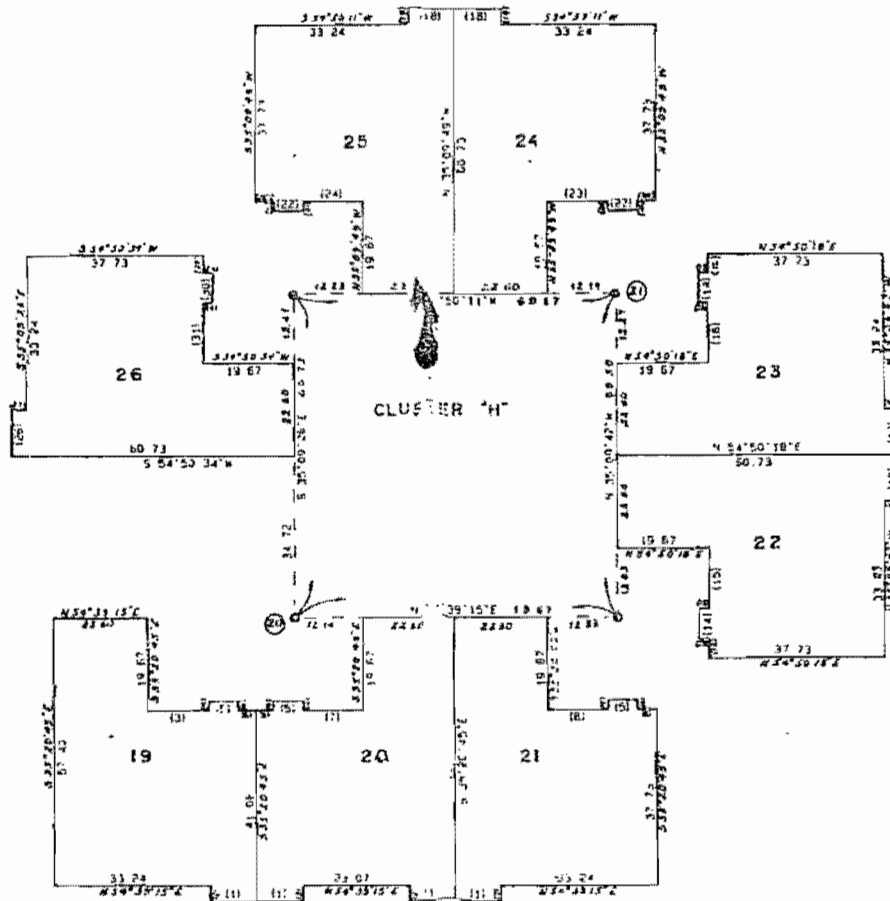
COUNTY OF SANTA BARBARA, CALIFORNIA
SCALE: 1" = 15' MAY 1986

Pennell & Smith
ENGINEERS INC.

BUSINESS - SURVEYING - PLANNING
111 S. VICTORIA STREET, SANTA BARBARA, CALIF. 93101 (805) 963-0887
FEDERAL LICENSE NO. 100111 (1981)

SHEET 2 OF 10 SHEETS

W.O. 7711-58-00



TANGENT TABLE		
NO.	DISTANCE	BEARING
1	10.00	N 39° 15' E
2	3.33	N 39° 15' E
3	10.42	N 39° 15' E
4	2.00	N 39° 15' E
5	5.40	N 39° 15' E
6	3.82	N 39° 15' E
7	10.26	N 39° 15' E
8	10.24	N 39° 15' E
9	3.95	N 39° 15' E
10	10.51	N 39° 15' E
11	3.33	N 39° 15' E
12	3.98	N 39° 15' E
13	2.00	N 39° 15' E
14	6.40	N 39° 15' E
15	10.24	N 39° 15' E
16	10.21	N 39° 15' E
17	3.95	N 39° 15' E
18	10.01	N 39° 15' E
19	3.33	N 39° 15' E
20	4.00	N 39° 15' E
21	2.00	N 39° 15' E
22	6.40	N 39° 15' E
23	10.24	N 39° 15' E
24	10.44	N 39° 15' E
25	3.95	N 39° 15' E
26	10.17	N 39° 15' E
27	3.33	N 39° 15' E
28	3.95	N 39° 15' E
29	2.00	N 39° 15' E
30	6.40	N 39° 15' E
31	10.42	N 39° 15' E

NOTES:

SEE SHEET No. 1 FOR BASIS OF DETERMINING.
SEE SHEET No. 2 FOR NOTES AND LEGEND.

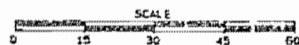
CLUSTER "H"
RECORD OF SURVEY
OF A PORTION OF
RANCHO LOS DOS PUEBLOS
BEING THE FACULTY HOUSING PROJECT
UNIVERSITY OF CALIFORNIA,
SANTA BARBARA.

COUNTY OF SANTA BARBARA, CALIFORNIA
SCALE: 1" = 15'
MAY 1986

Pentfield & Smith
ENGINEERS INC.

REGISTERED PROFESSIONAL ENGINEERS
1714 VICTORIA AVENUE, SANTA BARBARA, CALIF. 93101
PH: 755-1111 FAX: 755-1112

SHEET 10 OF 10 SHEETS
W.D. 7711-56-00



RECORDING REQUESTED BY:

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

WHEN RECORDED, MAIL TO:

ASSOCIATE VICE CHANCELLOR
EVERETT R. KIRKELIE
4125 Cheadle Hall
University of California
Santa Barbara, CA 93106

"A Qualified Person/Owner's spouse or dependent child who shall possess, occupy and use a Residence for the 91-065836 West-Rec-Fee 9.00
FTA 2.00
Recorded : COP 2.00
Official Records : CER 1.00
County of : Cash 14.00
Santa Barbara :
Kenneth A Pettit :
Recorder :
4:04pm 1-Oct-91 : CB 3

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WEST CAMPUS POINT PLANNED UNIT DEVELOPMENT

COUNTY OF SANTA BARBARA,
STATE OF CALIFORNIA

THIS FIRST AMENDMENT to a Declaration of Covenants, Conditions and Restrictions is made this 27th day of August, 1991, by the WEST CAMPUS POINT HOMEOWNERS ASSOCIATION, a California mutual benefit corporation ("Association").

R E C I T A L S

WHEREAS, on December 11, 1986, a Declaration of Covenants, Conditions and Restrictions of West Campus Point Planned Unit Development, dated December 8, 1986, was recorded by the Regents of the University of California, declarant therein, under Serial No. 1986-081389 in the Office of the County Recorder of Santa Barbara County, California;

WHEREAS, by this document, the Association intends to amend said Declaration; and

WHEREAS, all actions and consents required to be taken pursuant to Article XVII of the Declaration have been duly taken or obtained.

NOW, THEREFORE, said Declaration is amended as follows:

AMENDMENT

A. Article XI, section 3 (b) is hereby amended to read as follows:

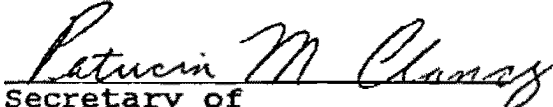
STATE OF CALIFORNIA

"A Qualified Person/Owner's spouse or dependent child who shall possess, occupy and use a Residence as of the date of death of such Qualified Person/Owner shall continue to be a Qualified Person, until, in the case of a spouse he or she sells or disposes of the Residence, or, in the case of a dependent child, such child attains the age of 21 years."

B. Article I, section 15 shall be amended to read as follows:

"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, but excluding (i) those having such interests merely as security for the performance of an obligation and (ii) for purposes only of Articles XI and XII hereof, the Declarant. Owner shall also include a contract vendee under a real property sales contract, provided that such contract complies with the provisions of sections 2985-2985.6 of the California Civil Code."

IN WITNESS WHEREOF, the undersigned, the duly elected and serving secretary of The West Campus Point Homeowners Association, certifies that each action or consent required pursuant to Article XVII, section 2 of the Declaration dated December 8, 1986, has been either taken or obtained, and the undersigned has executed this first amendment as of the 27th day of August, 1991, on behalf of the West Campus Point Homeowners Association.


Secretary of
THE WEST CAMPUS POINT
HOMEOWNERS ASSOCIATION

ACKNOWLEDGMENT

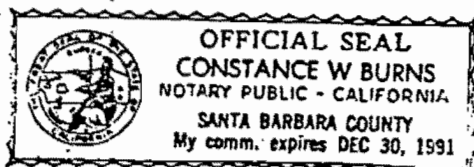
STATE OF CALIFORNIA)

COUNTY OF Santa Barbara)

ss.

On August 27, 1991, before me, Constance W. Burns, a Notary Public in and for said State, personally appeared Patricia M. Clancy, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument as Secretary on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Constance W. Burns
NOTARY PUBLIC

Consented to pursuant to Article XVII, section 2 (b).

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA

By Robert J. Kling

Dated: 9/26, 1991



2004-0131551

Recording Requested by and
When Recorded Return to:

James H. Smith
Grokenberger, Smith & Courtney
1004 Santa Barbara Street
Santa Barbara, CA 93101

Recorded
Official Records
County Of
SANTA BARBARA
JOSEPH E. HOLLAND
Recorder

REC FEE 19.00

08:02AM 14-Dec-2004

Page 1 of 5

5

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR WEST CAMPUS POINT
HOMEOWNERS ASSOCIATION, A PLANNED DEVELOPMENT**

**IF THIS DOCUMENT CONTAINS ANY RESTRICTIONS BASED ON
RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, MARITAL
STATUS, DISABILITY, NATIONAL ORIGIN, OR ANCESTRY, THAT
RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING AND
IS VOID. ANY PERSON HOLDING AN INTEREST IN THIS PROPERTY
MAY REQUEST THAT THE COUNTY RECORDER REMOVE THE
RESTRICTIVE COVENANT LANGUAGE PURSUANT TO SUBDIVISION
(c) OF SECTION 12956.1 OF THE GOVERNMENT CODE.**

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTION FOR WEST CAMPUS POINT
HOMEOWNERS ASSOCIATION, A PLANNED DEVELOPMENT**

Recitals

Whereas the Owners are the Members of the West Campus Point Homeowners Association;

Whereas the Owners lease from the Declarant the Residential Lots identified as Lots 1 through 65 in the Original Declaration described below;

Whereas the Declarant is the Regents of the University of California;

Whereas the Declarant owns the Real Property described in Exhibit A, attached hereto, upon which Real Property the Residential Lots are located (collectively the "Real Property");

Whereas the Declaration of Covenants, Conditions and Restrictions were recorded upon and against the Real Property on December 11, 1986, as Instrument No. 1986-081389 in the official records of the Santa Barbara County Recorder's office ("Declaration");

Whereas the Declaration was amended by that document entitled "First Amendment to Declaration of Covenants, Conditions and Restrictions for West Campus Point Planned Unit Development, recorded on October 1, 1991 as Instrument No. 91-065836, in the official records of the Santa Barbara County Recorder's Office ("Amended Declaration").

Whereas the Declaration may be amended by the vote or written consent of 51% of the voting power of the Association and the consent of the Declarant;

Whereas a 51% of the voting power of the Association voted to amend the Declaration as certified by the attached Certificate of Secretary; and

Whereas the Declarant has consented to this Second Amendment as certified by the attached Certificate of Secretary;

NOW, THEREFORE, the Declaration and Amended Declaration are hereby amended as follows:

1. Paragraph 22, Article I, of the Declaration is stricken in its entirety. In place thereof the following is added:

" 22. Single Family means one or more persons, each related to the other by blood, marriage, Domestic Partnership (defined in Paragraph 23, Article I) or legal adoption, or a group of not more than four (4) persons not so related, together with his, her or their domestic servants, maintaining a common household."

2. There shall be added to the Declaration a new Paragraph 23, Article I, which shall read as follows:

“23. Domestic Partnership is a Domestic Partnership registered with the State of California or qualified with the University of California Retirement Plan. A Domestic Partner is someone registered in a Domestic Partnership.”

3. Paragraph A of the Amended Declaration is stricken in its entirety.
4. Paragraph 3(b), Article XI, of the Declaration is stricken in its entirety. In place thereof the following is added:

“(b) A Qualified Person/Owner’s spouse, Domestic Partner or dependent child who shall possess, occupy and use a Residence as of the date of death of such Qualified Person/Owner shall continue to be a Qualified Person, until, in the case of a spouse or Domestic Partner, he or she sells or disposes of the Residence, or in the case of a dependent child, such child attains the age of twenty-one (21) years;”

5. Paragraph 3(c), Article XI, of the Declaration is stricken in its entirety. In place thereof the following is added:

“(c) An heir or legatee (other than a spouse, Domestic Partner or dependent child) of a Qualified Person/Owner who shall acquire ownership of a Residence shall be a Qualified Person for one (1) year from the date such heir or legatee shall acquire recorded ownership of such Residence;”

6. Paragraph 3(d), Article XI, of the Original Declaration is stricken in its entirety. In place thereof the following is added:

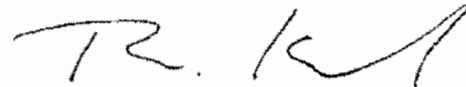
“(d) A Qualified Person/Owner’s spouse who acquires the sole right of occupancy of a Residence pursuant to any marital settlement, proceedings or decree shall be a Qualified Person for a period of 1 year from the date of such settlement, proceeding or decree.”

“A Qualified Person/Owner’s Domestic Partner who acquires the sole right of occupancy of a Residence pursuant to any agreement with the Qualified Person/Owner upon termination of the Domestic Partnership shall be a Qualified Person for a period of 1 year from the date of such settlement, proceeding or decree.”

Except as otherwise stated above, the Declaration and Amended Declaration remain in full force and effect.

Dated: 11/4/04

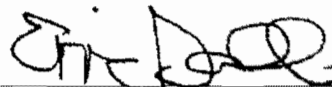
WEST CAMPUS POINT HOMEOWNERS
ASSOCIATION



By: Bruce Kendall, President

Dated: 11/4/04

WEST CAMPUS POINT HOMEOWNERS
ASSOCIATION



By: Eric Dahl, Secretary

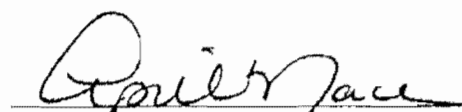
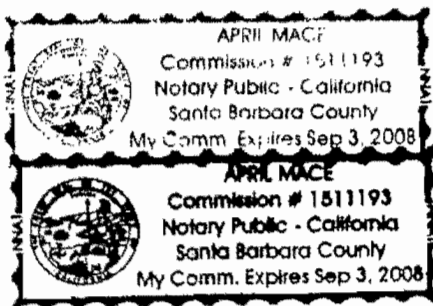
CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of California)
) ss.
County of Santa Barbara

On November 4, 2004, before me, April Mace personally appeared Bruce Kendall and ~~Eric Dahl~~, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is ~~(is/are)~~ subscribed to the within instrument and acknowledged to me that he ~~he/she/they~~ executed the same in his ~~(his/her/their)~~ authorized capacity(ies), and that by his ~~(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.

WITNESS my hand and official seal.

(Seal)


(Signature of Notary Public)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Barbara

SS.

On November 4, 2004

Date

before me,

April Mace

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

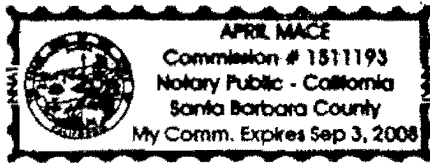
personally appeared

Eric Dahl

Name(s) of Signer(s)

☐ personally known to me

☒ 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.

WITNESS my hand and official seal.

April Mace

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Second Amendment To Declaration of CC&RS for West Campus Point

Document Date:

no date

Number of Pages: Cover + 3

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name:

Eric Dahl

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☒ Other:

Secretary of West Campus Point HOA

Signer Is Representing:





2012-0083333

Recorded
Official Records
County of
Santa Barbara
Joseph E. Holland
County Clerk Recorder

REC FEE 36.00

09:01AM 06-Dec-2012 NL
Page 1 of 8

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Mr. Harold Marcuse
932 W Campus Ln.
Goleta, CA 93117-4343

8

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR WEST CAMPUS POINT
HOMEOWNERS ASSOCIATION, A PLANNED DEVELOPMENT**

**IF THIS DOCUMENT CONTAINS ANY RESTRICTIONS BASED ON
RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, MARITAL
STATUS, DISABILITY, NATIONAL ORIGIN, OR ANCESTRY, THAT
RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING AND
IS VOID. ANY PERSON HOLDING AN INTEREST IN THIS PROPERTY
MAY REQUEST THAT THE COUNTY RECORDER REMOVE THE
RESTRICTIVE COVENANT LANGUAGE PURSUANT TO SUBDIVISION
(c) OF SECTION 12956.1 OF THE GOVERNMENT CODE.**

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR WEST CAMPUS POINT
HOMEOWNERS ASSOCIATION, A PLANNED DEVELOPMENT**

Recitals

WHEREAS, the Owners are the Members of the West Campus Point Homeowners Association;

WHEREAS, the Owners lease from the Declarant the Residential Lots identified as Lots 1 through 65 in the Original Declaration described below;

WHEREAS, the Declarant is the Regents of the University of California;

WHEREAS, the Declarant owns the Real Property described in Exhibit A, attached hereto, upon which Real Property the Residential Lots are located (collectively the "Real Property");

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions were recorded upon and against the Real Property on December 11, 1986, as Instrument No. 1986-081389 in the official records of the Santa Barbara County Recorder ("Declaration");

WHEREAS, the Declaration was amended by that document entitled "First Amendment to Declaration of Covenants, Conditions, and Restrictions for West Campus Point Planned Unit Development," recorded on October 1, 1991, as Instrument No. 91-065836, in the official records of the Santa Barbara County Recorder ("Amended Declaration");

WHEREAS, the Declaration was amended by that document entitled "Second Amendment to Declaration of Covenants, Conditions, and Restrictions for West Campus Point Homeowners Association, a Planned Development," recorded on December 14, 2004, as Instrument Number 2004-0131551 in the official records of the Santa Barbara County Recorder, which Second Amendment is again adopted and restated as though set forth herein in full;

WHEREAS, the Declaration may be amended by the vote or written consent of 51% of the voting power of the Association and the consent of the Declarant;

WHEREAS, 51% of the voting power of the Association voted to amend the Declaration as certified by the attached Certificate of Secretary; and

WHEREAS, the Declarant has consented to this Third Amendment as certified by the attached Certificate of Secretary;

NOW, THEREFORE, the Declaration and Amended Declaration are hereby amended as follows:

1. The "period" at Article XII, paragraph 2(b), at the end of subparagraph (D), is stricken.

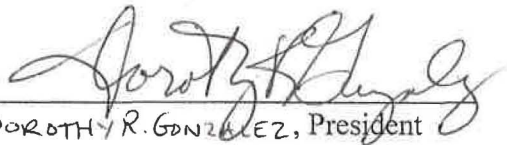
2. There is added to Article XII, paragraph 2(b), following subparagraph (D), the following new subparagraph (E):

"(E) Plus, in the event of a sale by the Declarant following exercise of its Right of First Refusal, the reasonable costs to repay the Regents the principal and accrued interest resulting from the funding provided by the Regents, as described in that Memorandum of Understanding entered into between the Regents and the West Campus Point Homeowners Association dated Sept. 4, 2012, for the Project described in said Memorandum. In determining the total amount of principal and accrued interest to be added to the sale price of a Residence pursuant to the terms of this paragraph, the amount so added shall be consistent with the Preamble to the Residential Lot Lease for residences in the West Campus Point development, which establishes that the purpose of the development is to create "affordable for-sale housing for members of the University's faculty and staff, and assisting in the recruitment and retention of faculty."

Except as otherwise stated above, the Declaration and Amendments thereto remain in full force and effect. To the extent of a conflict between that stated in the Declaration and Amendments which predate this Third Amendment, the provisions of this Third Amendment shall prevail.


WEST CAMPUS POINT HOMEOWNERS
ASSOCIATION

DATED: Sept 10, 2012

By 
DOROTHY R. GONZALEZ, President

WEST CAMPUS POINT HOMEOWNERS
ASSOCIATION

DATED: Sept. 10, 2012

By 
Harold Marcuse, Secretary

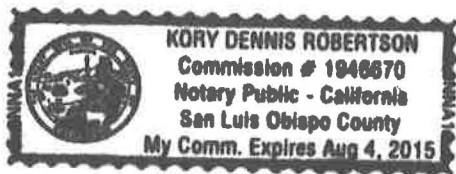
CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of California)
) ss.
County of Santa Barbara)

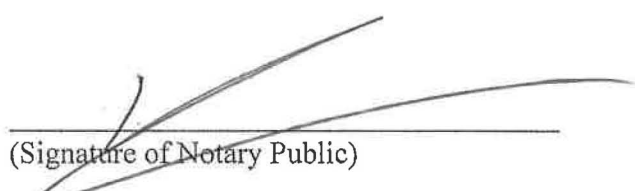
On SEPT. 10, 2012, before me, KORY ROBERTSON, Notary Public,
personally appeared HAROLD MARCUS and DOMINIC GONZALEZ,
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
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 declare 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.



(Seal)


(Signature of Notary Public)

CERTIFICATE OF SECRETARY

I certify that:

I am the duly qualified and acting secretary of the West Campus Point Homeowners Association.

The Declaration of Covenants, Conditions, and Restrictions of West Campus Point, recorded December 11, 1986, with the Santa Barbara County Recorder's Office as Instrument No. 1986-081389 provide that they may be amended by 51% of the voting power of the Association and the consent of the Declarant.

51% of the voting power of the Association voted to amend the Declaration and Amended Declaration as shown in the Third Amendment to Declaration of Covenants, Conditions, and Restrictions for West Campus Point Homeowners Association, which Third Amendment is appended to this Certificate and executed by the President and Secretary concurrently with the execution of this Certificate.

Additionally, the Declarant consented to the Third Amendment to Declaration of Covenants, Conditions, and Restrictions for West Campus Point Homeowners Association, which Consent is appended to this Certificate and executed by the President and Secretary concurrently with the execution of this Certificate.

WEST CAMPUS POINT HOMEOWNERS
ASSOCIATION

DATED: Sept. 10, 2012

By


Harold Marcuse Secretary

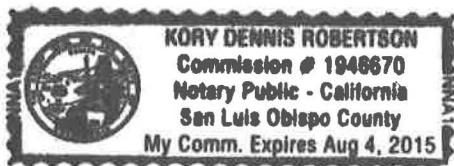
CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of California)
) ss.
County of Santa Barbara)

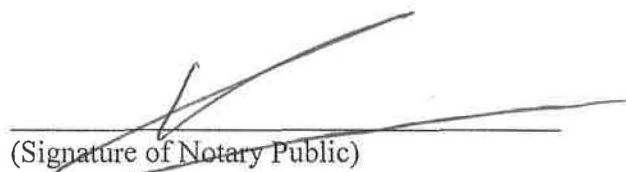
On SEPT. 10, 2012, before me, KORY ROBERTSON, Notary Public,
personally appeared HAROLD MARCUS, proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to the within instrument and acknowledged
to me that he/she executed the same in his/her authorized capacity and that by his/her signature
on the instrument the person, or the entity upon behalf of which the person acted, executed the
instrument.

I declare 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.



(Seal)


(Signature of Notary Public)

CONSENT OF THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Pursuant to Article XVII, Section 2(b) of the Declaration of Covenants, Conditions, and Restrictions of West Campus Point Planned Unit Development, recorded with the Santa Barbara County Records Office on December 11, 1986 as Instrument No. 1986-0181389, the Regents of the University of California have consented to the Third Amendment to Declaration of Covenants, Conditions, and Restrictions for West Campus Point Homeowners Association, a Planned Development, which Amendment is appended to this document.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

DATED: 10/25, 2012

By Todd G. Lee

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of California)
) ss.
County of Santa Barbara)

On 10/25/, 2012, before me, Veronica Gutierrez Notary Public, personally appeared Todd G. Lee, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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.



(Seal)

Veronica Gutierrez
(Signature of Notary Public)

EXHIBIT "A"

That certain real property in the county of Santa Barbara, State of California, being a portion of the Rancho Los Dos Pueblos, according to the patent thereof recorded in Book A, Page 323 of Patents, as shown on a Record of Survey of the Devereux School property, filed in Book 83, Page 92 of Records of Survey, records of said County, described as follows:

Commencing at the northeast corner of the 221.47 acre tract as shown on said Record of Survey;

Thence S. 0° 00' 54" W. along the east line of said 221.47 acre tract for 1672.24 feet to the true point of beginning;

Thence 1st, S. 0° 00' 54" W. continuing along said east line for 636.40 feet;

Thence 2nd, N. 85° 21' 23" W. for 776.37 feet;

Thence 3rd, N. 44° 08' 43" W. for 114.07 feet to a point on the 32.95 acres parcel as shown on said Record of Survey;

Thence 4th, N. 45° 50' 05" E. for 197.82 feet to the beginning of a non tangent curve to the left having a delta of 43° 25' 44" and a radius of 175.00 feet, the radial center of which bears N. 44° 11' 32" W.;

Thence 5th, Northwesterly along the arc of said curve for 132.65 feet;

Thence 6th, N. 2° 17' 09" E. for 116.93 feet to a non tangent curve to the left having a delta of 24° 21' 22" and a radius of 350.00 feet, the radial center of which bears N. 87° 39' 43" W.;

Thence 7th, Northwesterly along the arc of said curve for 148.78 feet;

Thence 8th, N. 25° 51' 38" E. for 76.89 feet;

Thence 9th, North for 67.97 feet;

Thence 10th, N. 84° 00' 53" E. for 156.69 feet;

Thence 11th, S. 77° 01' 55" E. for 433.02 feet;

Thence 12th, S. 39° 16' 54" E. for 107.24 feet to the point of beginning.

EXHIBIT A

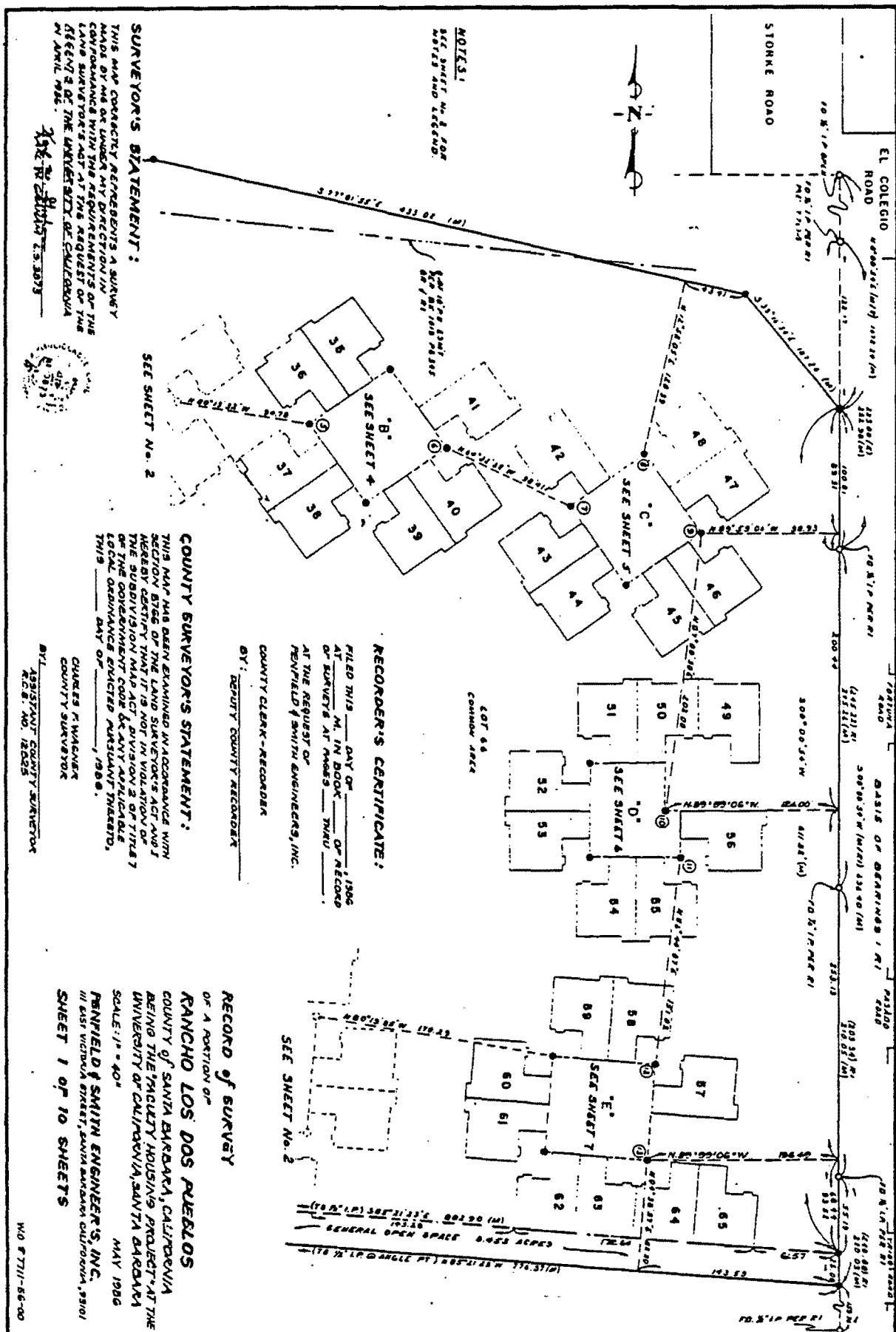


Exhibit "A"

7711-1

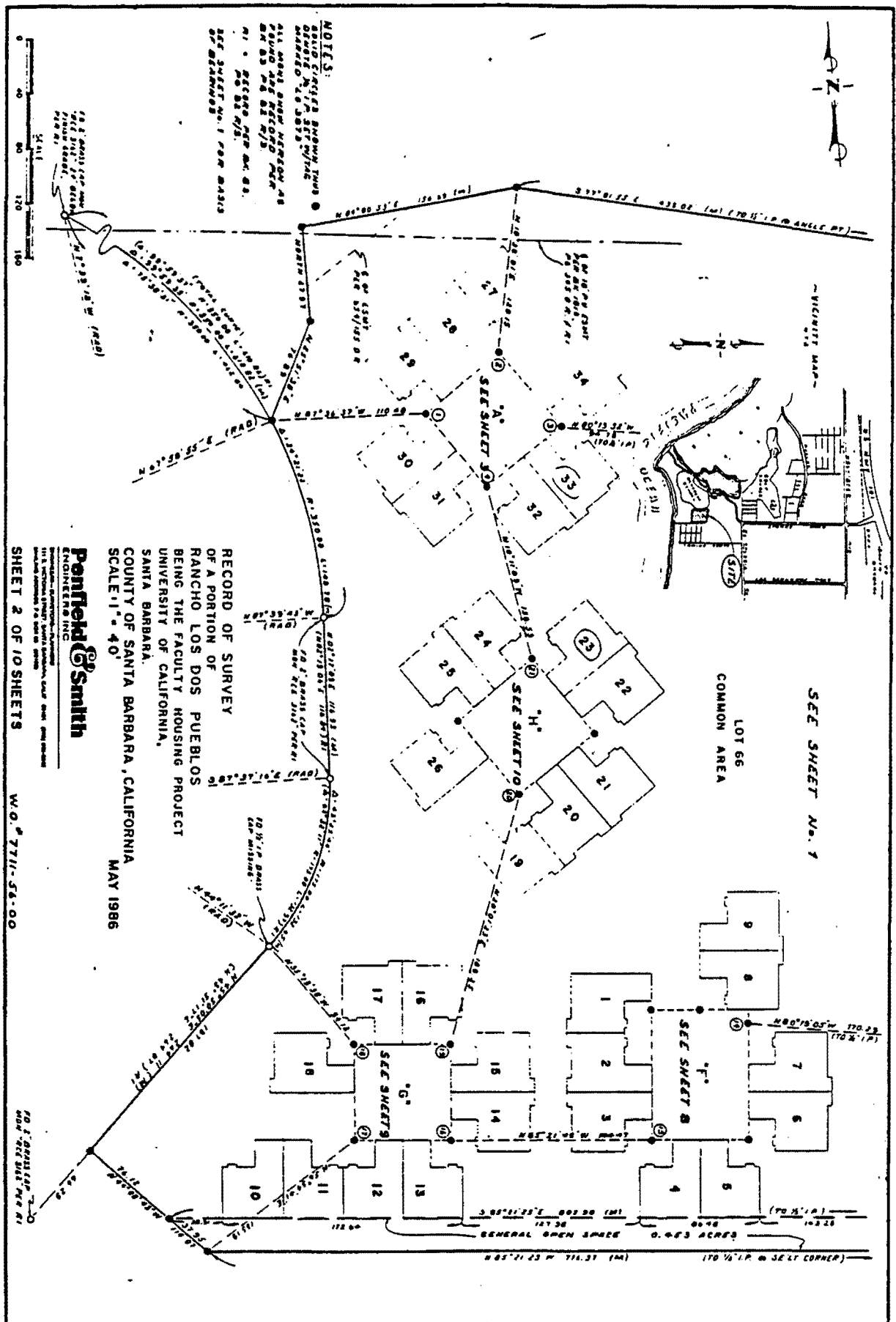
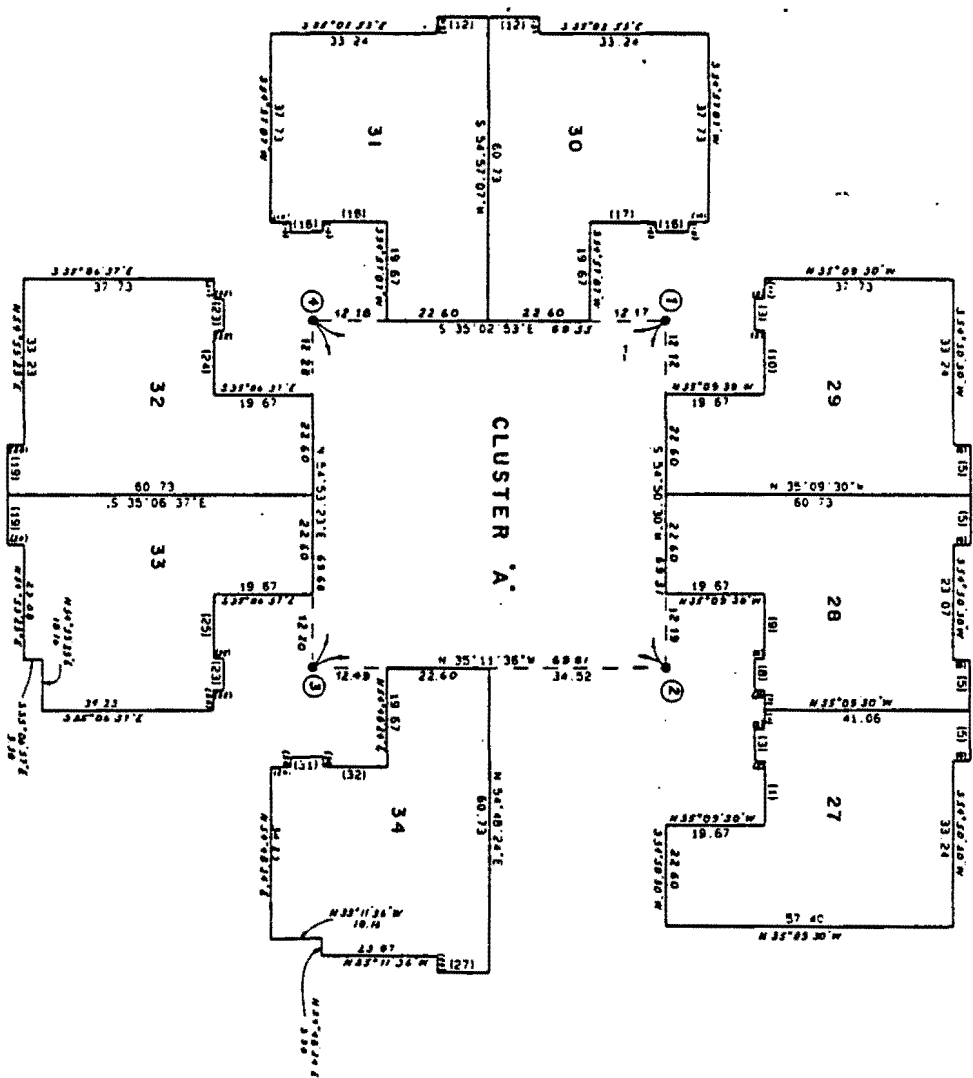


Exhibit "A"

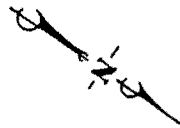
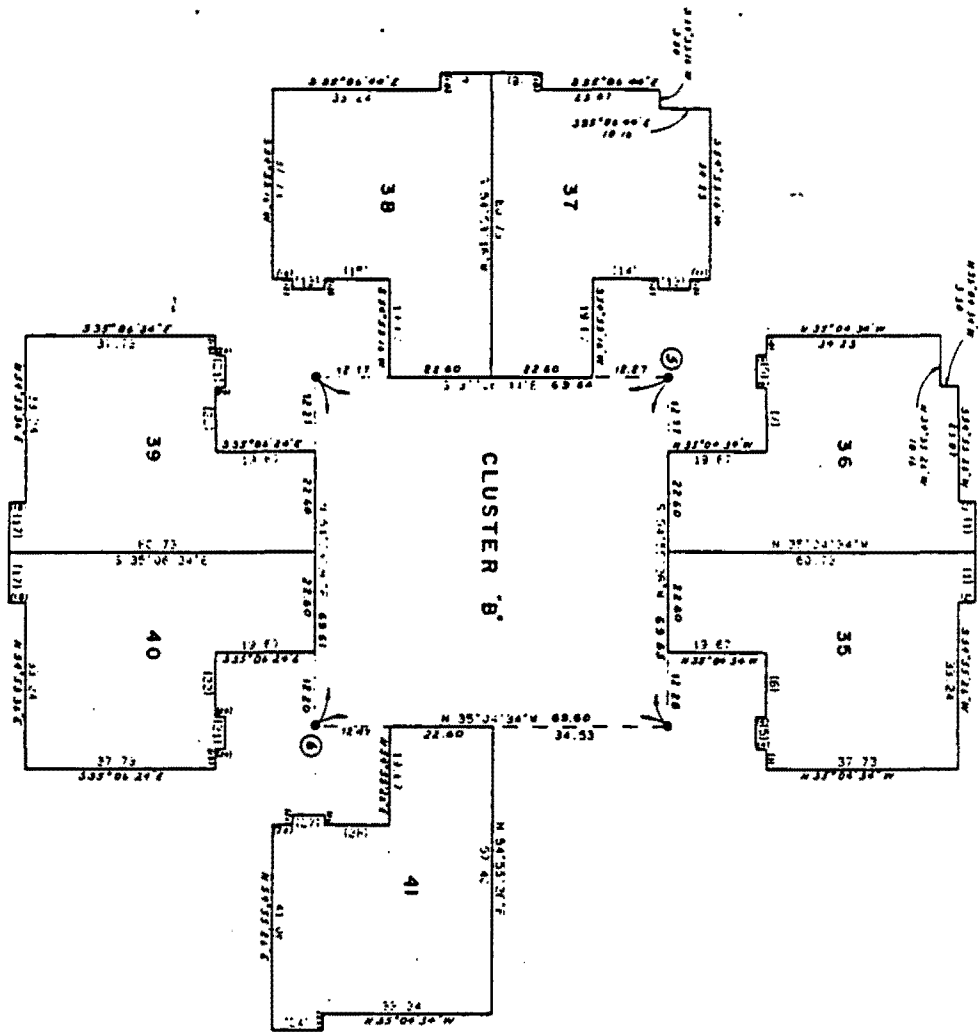
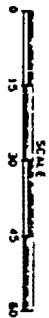
7711-2



NO.	DISTANCE	BEARING
1	104.3	S 54° 50' 30" W
2	2.00	S 25° 08' 30" E
3	6.30	S 54° 50' 30" W
4	3.83	S 54° 50' 30" W
5	10.00	M 54° 50' 30" E
6	3.33	S 25° 08' 30" E
7	3.82	S 54° 50' 30" W
8	6.40	S 54° 50' 30" W
9	10.76	S 54° 50' 30" W
10	40.18	S 54° 50' 30" W
11	4.01	S 54° 50' 30" W
12	10.00	M 35° 02' 53" W
13	3.33	M 54° 57' 07" E
14	4.00	S 35° 02' 53" E
15	2.00	M 54° 57' 07" E
16	8.40	S 35° 02' 53" E
17	10.47	S 35° 02' 53" E
18	10.01	S 35° 02' 53" E
19	10.47	S 35° 02' 53" E
20	3.33	M 35° 06' 21" W
21	2.00	M 35° 06' 21" W
22	2.00	M 35° 06' 21" W
23	10.47	M 34° 53' 23" E
24	10.47	M 34° 53' 23" E
25	4.00	M 34° 53' 23" E
26	10.17	S 35° 11' 26" E
27	3.33	S 54° 46' 24" W
28	3.57	M 35° 11' 26" W
29	2.00	S 34° 46' 24" W
30	8.40	M 35° 11' 26" W
31	10.47	M 35° 11' 26" W
32		

NOTES:
SEE SHEET No. 1 FOR BASIS OF BEARINGS.
SEE SHEET No. 2 FOR NOTES AND LEGEND.

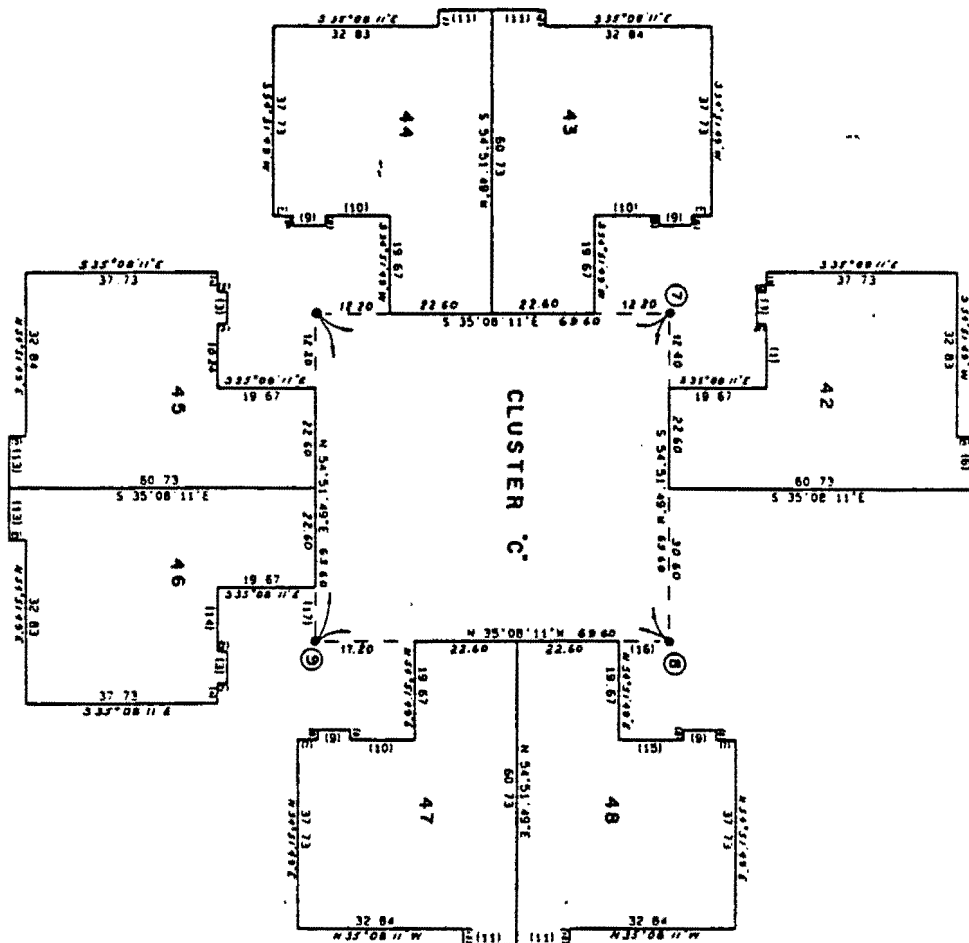
CLUSTER "A"
RECORD OF SURVEY
OF A PORTION OF
RANCHO LOS DOS PUEBLOS
BEING THE FACULTY HOUSING PROJECT
UNIVERSITY OF CALIFORNIA,
SANTA BARBARA.
COUNTY OF SANTA BARBARA, CALIFORNIA
SCALE: 1" = 15'
MAY 1986
Pentfield & Smith
ENGINEERS INC.
1111 N. MICHIGAN STREET, SANTA BARBARA, CALIF. 93101
PHONE (805) 965-1111
SHEET 3 OF 10 SHEETS
WG 7711-52-00



TANGENT TABLE		
NO.	DISTANCE	BEARING
1	10.01	N 54° 55' 26" E
2	3.33	S 35° 04' 34" E
3	4.00	S 54° 55' 26" W
4	2.00	S 35° 04' 34" E
5	6.40	S 54° 55' 26" W
6	10.44	S 54° 55' 26" W
7	10.40	S 54° 55' 26" W
8	4.04	S 54° 55' 26" W
9	10.00	S 35° 06' 44" E
10	3.33	N 54° 53' 16" E
11	4.00	S 35° 06' 44" E
12	2.00	N 54° 53' 16" E
13	6.40	S 35° 06' 44" E
14	10.44	S 35° 06' 44" E
15	10.40	S 35° 06' 44" E
16	3.98	S 35° 06' 44" E
17	10.00	S 54° 53' 36" E
18	3.33	N 35° 06' 24" W
19	4.00	N 54° 53' 16" E
20	2.00	N 35° 06' 24" W
21	6.40	N 54° 53' 36" E
22	10.44	N 54° 53' 36" E
23	3.33	N 54° 53' 36" E
24	10.17	S 35° 04' 34" E
25	4.02	N 35° 04' 34" E
26	2.00	S 54° 55' 26" W
27	6.40	N 35° 04' 34" E
28	10.38	N 35° 04' 34" E

NOTES:
SEE SHEET NO. 1 FOR BASIS OF BEARINGS
SEE SHEET NO. 2 FOR NOTES AND LEGEND

CLUSTER "B"
RECORD OF SURVEY
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RANCHO LOS DOS PUEBLOS
BEING THE FACULTY HOUSING PROJECT
UNIVERSITY OF CALIFORNIA,
SANTA BARBARA.
COUNTY OF SANTA BARBARA, CALIFORNIA
SCALE: 1" = 15'
MAY 1986
Penfield & Smith
ENGINEERS INC.
111 E. WILSON STREET, SANTA BARBARA, CALIF. 93101 (805) 964-0000
SHEET 4 OF 10 SHEETS
W.C. 7711-56-00



NO.	DISTANCE	BEARING
1	10.40	S 54° 51' 49" W
2	2.00	S 35° 08' 11" E
3	6.40	S 54° 51' 49" W
4	4.00	S 54° 51' 49" W
5	3.33	N 35° 08' 11" W
6	10.57	N 54° 51' 49" E
7	4.00	S 35° 08' 11" E
8	2.00	N 54° 51' 49" E
9	6.40	S 35° 08' 11" E
10	10.24	S 35° 08' 11" W
11	10.41	N 35° 08' 11" W
12	3.33	N 54° 51' 49" E
13	10.41	S 54° 51' 49" W
14	10.24	N 54° 51' 49" E
15	10.41	N 35° 08' 11" W
16	2.00	S 35° 08' 11" E
17	2.00	S 54° 51' 49" W



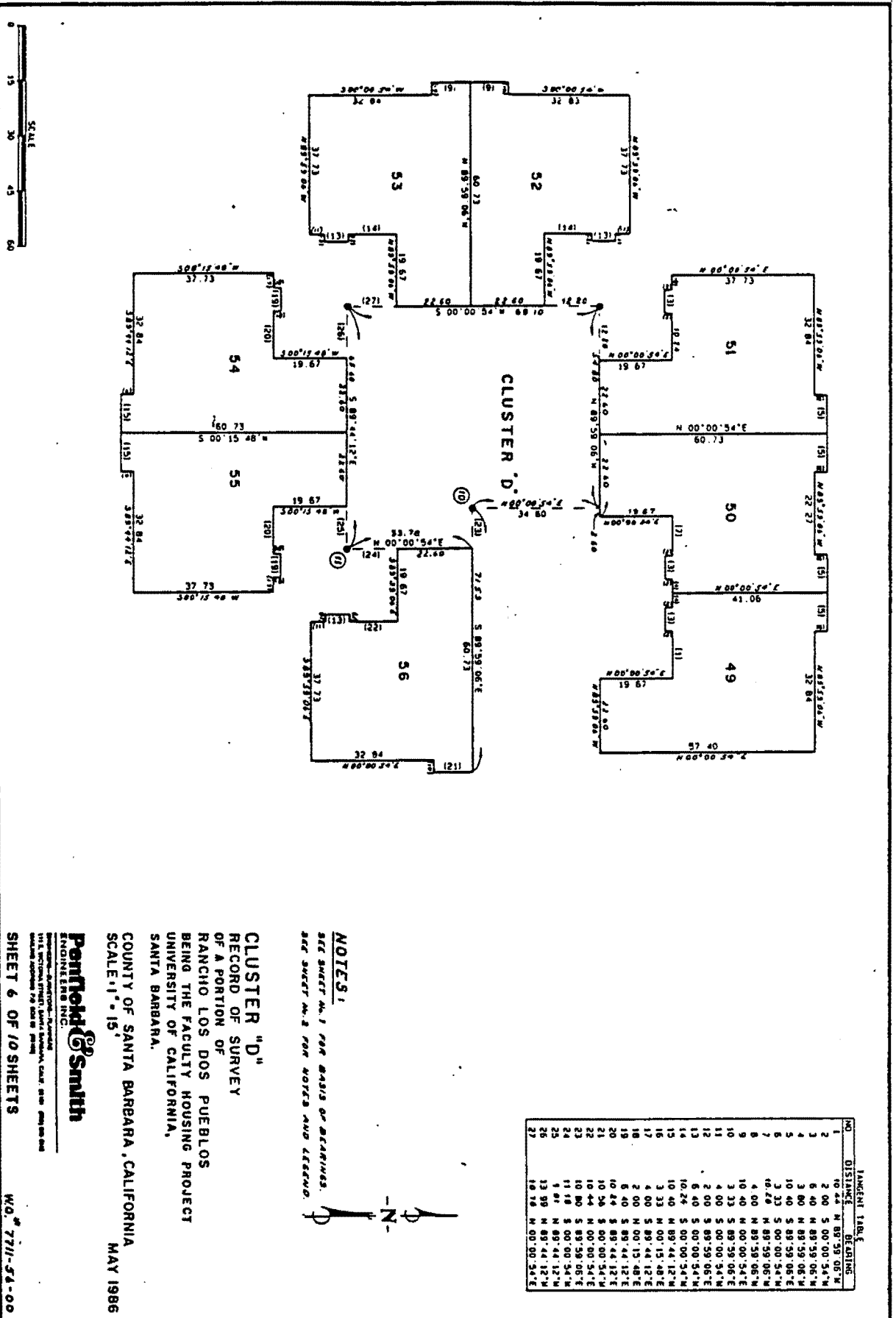
NOTES:

SEE SHEET No. 1 FOR BASIS OF BEARINGS.
SEE SHEET No. 2 FOR NOTES AND LEGEND

CLUSTER "C"
RECORD OF SURVEY
OF A PORTION OF
RANCHO LOS DOS PUEBLOS
BEING THE FACULTY HOUSING PROJECT
UNIVERSITY OF CALIFORNIA,
SANTA BARBARA.
COUNTY OF SANTA BARBARA, CALIFORNIA
SCALE: 1" = 15'
MAY 1986

Penfield & Smith
ENGINEERS INC.
SANTA BARBARA, CALIFORNIA
1111 VICTORIA STREET, SANTA BARBARA, CALIF 93101
TELEPHONE (805) 965-1111
FAX (805) 965-1111

WO. 7711-5A-00



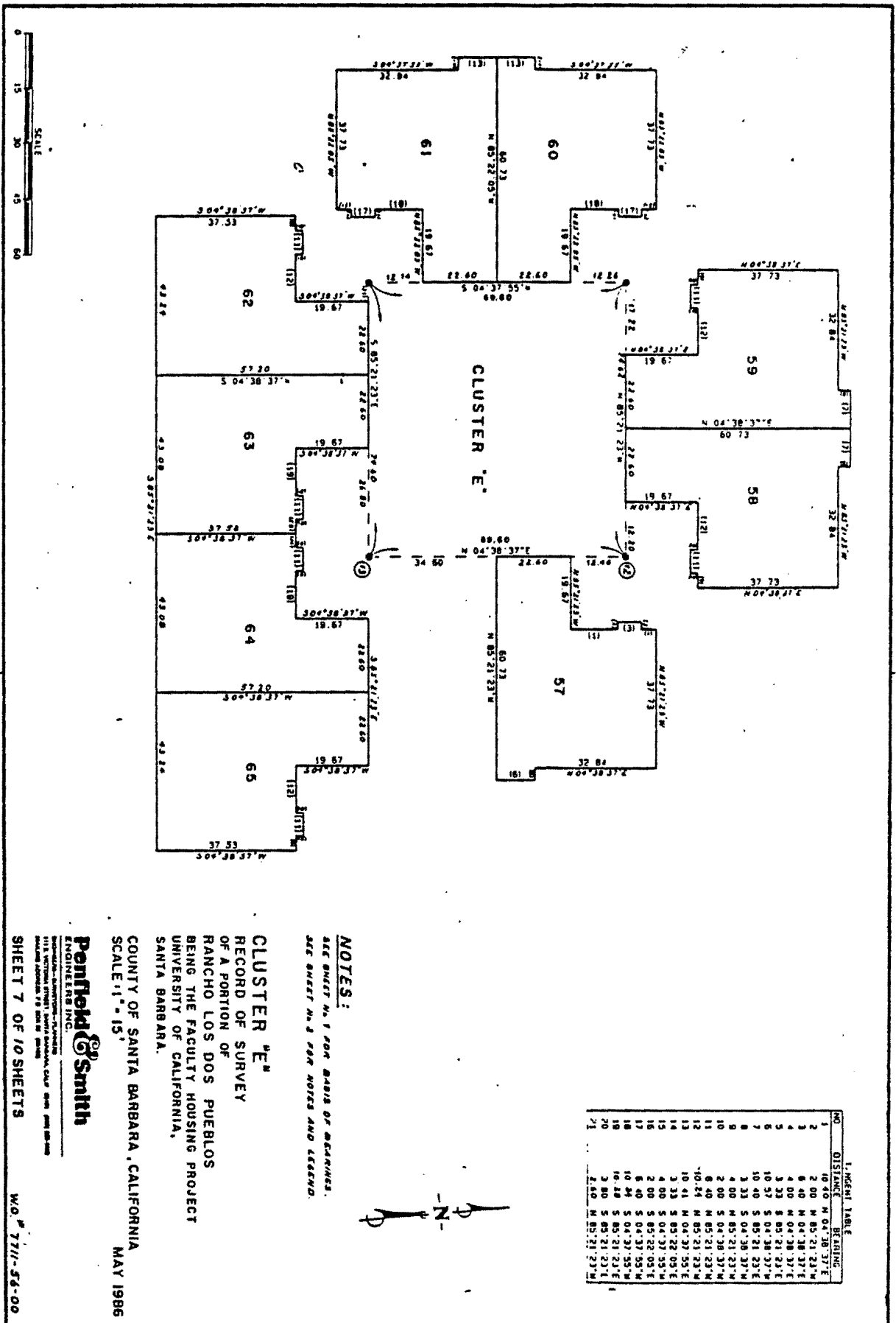
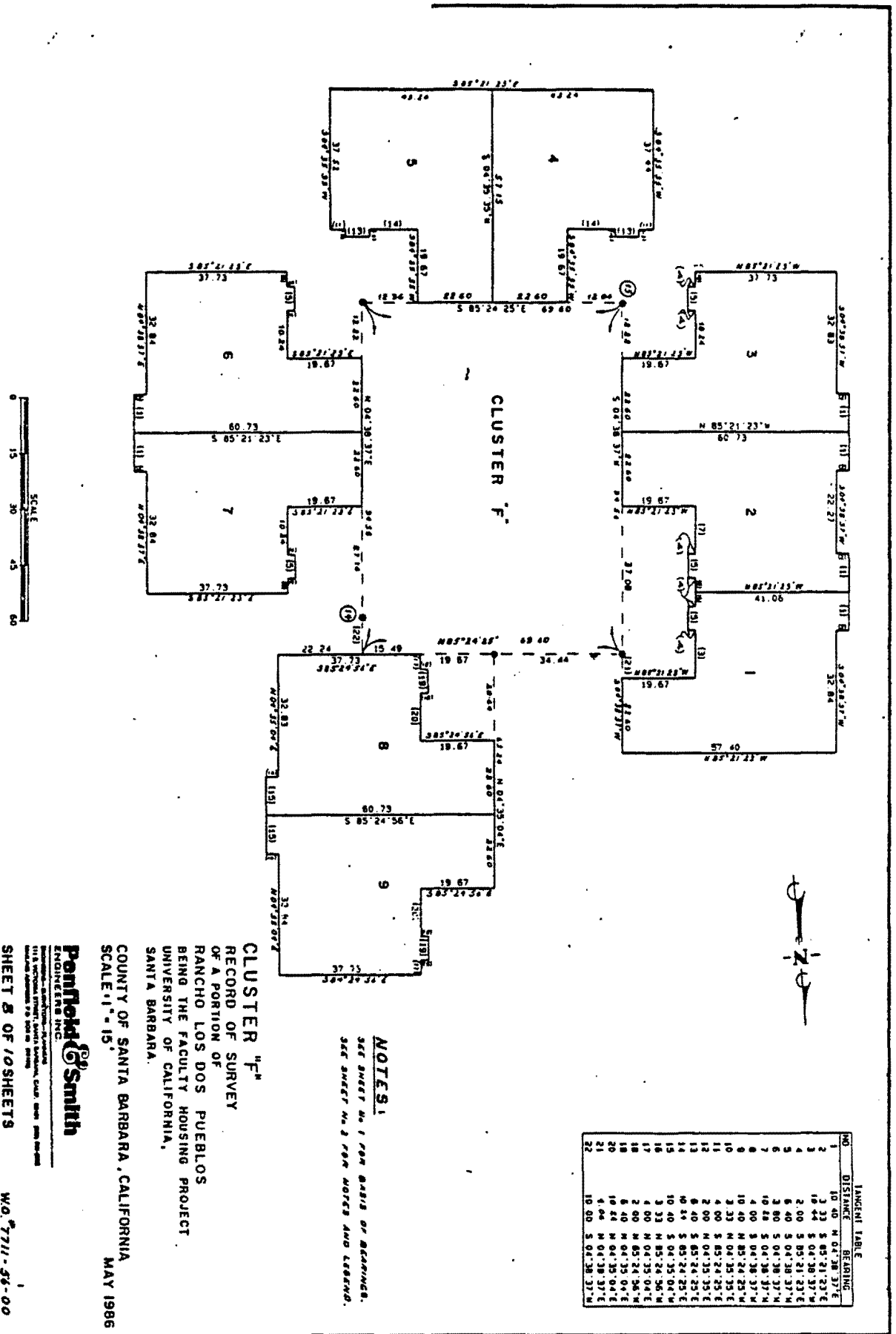
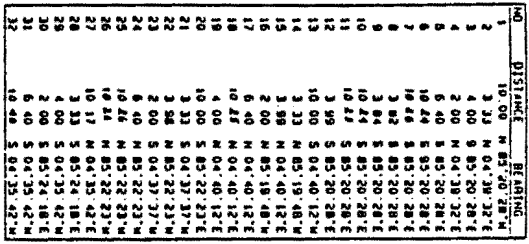
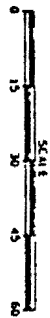
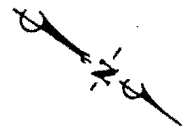
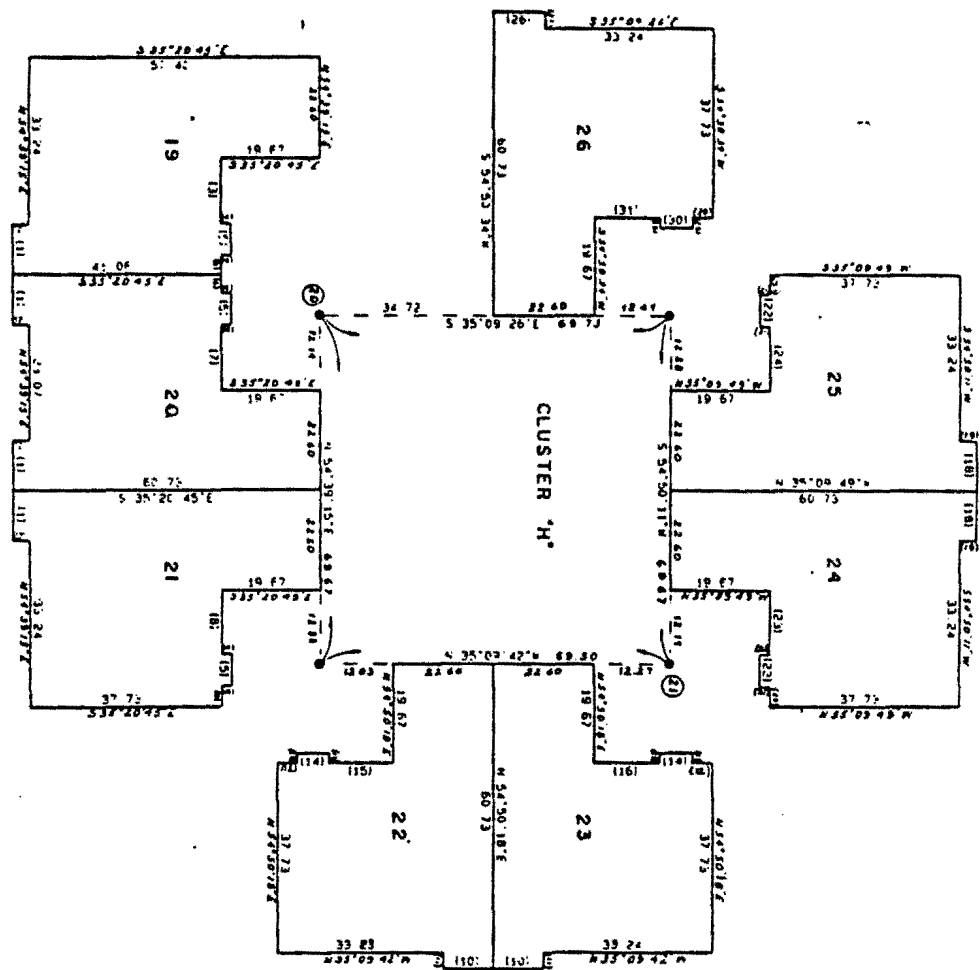


Exhibit "A"





W.O. # 7711-56-00



NO.	DISTANCE	BEARING
1	10.00	S 34° 20' 15" E
2	3.33	M 54° 20' 45" E
3	10.42	M 54° 20' 15" E
4	7.00	M 35° 20' 15" E
5	5.00	M 54° 20' 15" E
6	5.00	M 54° 20' 15" E
7	10.42	M 54° 20' 15" E
8	10.42	M 54° 20' 15" E
9	3.95	M 54° 20' 15" E
10	10.01	S 35° 08' 42" E
11	3.33	S 54° 20' 15" E
12	3.95	M 35° 08' 42" E
13	3.95	M 35° 08' 42" E
14	10.42	M 35° 08' 42" E
15	10.42	M 35° 08' 42" E
16	3.95	M 35° 08' 42" E
17	3.95	M 35° 08' 42" E
18	10.01	M 54° 20' 15" E
19	3.33	S 35° 08' 42" E
20	4.00	S 35° 08' 42" E
21	2.00	S 35° 08' 42" E
22	5.40	S 35° 08' 42" E
23	10.42	S 54° 20' 15" E
24	10.42	S 54° 20' 15" E
25	3.95	S 54° 20' 15" E
26	10.17	M 35° 08' 42" E
27	3.33	M 54° 20' 15" E
28	3.95	S 35° 08' 42" E
29	2.00	S 35° 08' 42" E
30	6.40	S 35° 08' 42" E
31	10.42	S 35° 08' 42" E

NOTES:
SEE SHEET NO. 1 FOR BASIS OF BEARINGS.
SEE SHEET NO. 2 FOR NOTES AND LEGEND.

CLUSTER "H"
RECORD OF SURVEY
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BEING THE FACULTY HOUSING PROJECT
UNIVERSITY OF CALIFORNIA,
SANTA BARBARA.
COUNTY OF SANTA BARBARA, CALIFORNIA
SCALE: 1" = 15'
MAY 1986
Penfield & Smith
ENGINEERS INC.
1015 S. MAIN STREET, SANTA BARBARA, CALIF. 93101 (805) 964-0000
SHEET 10 OF 10 SHEETS W.O. 7711-56-00